CITY OF LAREDO

CITY COUNCIL MEETING
A-2022-R-11
LIVE WEB LINK: http://laredotx.swagit.com/live
CITY COUNCIL CHAMBERS
1110 HOUSTON STREET
LAREDO, TEXAS 78040
July 18, 2022
5:30 P.M.

DISABILITY ACCESS STATEMENT

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

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

Pursuant to Section 30.06 Penal Code (trespass by license holder with a concealed handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a concealed handgun.

Pursuant to Section 30.07 Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a handgun that is carried openly.

Strategic Outcomes

- Dynamic and Sustainable
- Excellent and Connected
- Planned and Moving
- Welcoming and Equitable
- Prosperous and Affordable
- Healthy and Safe

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. MOMENT OF SILENCE

IV. ROLL CALL

V. MINUTES

Approval of the minutes of June 21, 2022.

Citizen comments
Citizens can participate through in-person and written comments submitted through an online form. Citizens wishing to provide in-person comments are required to fill out a witness card and submit it to the City Secretary no later than 5:45 p.m. and identify themselves at the microphone. Comments are limited to three (3) minutes per speaker. Speakers may not pass their minutes to any other speaker. Citizens wishing to submit a written public comment must submit here or visit https://www.cityoflaredo.com/council-agendas.html by 5:45 p.m. the day of the meeting. All comments should be relevant to City business and delivered in a professional manner. No derogatory remarks will be permitted.

VI. RECOGNITION

1. Recognizing Fire Captain Raul G. Valle as one of the three (3) City Employees of the Quarter for the 2nd Quarter of 2022 in accordance with Ordinance No. 2021-O-014 which establishes the City of Laredo Employee of the Quarter Program.

VII. COMMUNICATIONS

VIII. APPOINTMENTS TO COMMISSIONS, BOARDS AND COMMITTEES

1. Ratifying City Manager's Appointment of the Keep Laredo Beautiful Board of Directors:
    1. Bradley Johnson, KLB Volunteer - District 6
    2. Eric Cleveland, Generous Home Care Management - District 5
    3. Priscilla Pantoja, Webb County - District 6
    4. Christina Cuellar, Generous Home Care Management - District 5
    5. Joanna Villarreal - District 4
    6. Monika Cavazos - District 7
    7. Bianca Brewster - District 7

IX. PUBLIC HEARINGS

1. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning an approximately 7.2852 acres tract of land, situated in the Toribio Rodrigues Survey, Abstract Number 268, Webb County Texas, being all that certain called 7.2833 acres tract of land described as Tract I in deed to Springfield Investments, LLC, as recorded in Document Number 1345278, of the Official Public Records of Webb County, Texas, located south of International Boulevard and West of Springfield Avenue, from R-1 (Single Family Residential District) to R-2 (Multi-Family Residential District).

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

   ZC-040-2022
   District VII

2. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning an approximately 0.84 acre tract of land comprised of that certain tract called to contain 0.66 acres (28,942 square feet), designated as Tract Number 1, and that certain tract called to contain 0.18 acres (7,838 square feet), designated as Tract Number 2, recorded in Volume 2, page 224, plat records, Webb County, Texas, situated in Section Number 799, A-239, City of Laredo, Original Grantee, located south of Saunders Street and east of India Avenue, from B-3 (Community Business District) to B-4 (Highway Commercial District).

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

   ZC-053-2022
   District IV

3. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) for the City of Laredo by rezoning Lot 1, Block 1, Lomas del Sur Subdivision, Unit VI, located at 3402 Lomas del Sur Boulevard, from B-1 (Limited Commercial District) to B-3 (Community Business District).

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

   ZC-056-2022
   District I

4. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning an approximately 7.69 acres situated in Porcion 26, Augustin Sanchez, Original Grantee, Abstract 282, City of Laredo, Webb County Texas. Being out of that certain 1,450 acres of land conveyed to Delfina Benavides Alexander and Josefina Alexander Gonzalez recorded in Volume 414, pages 502-506, deed records Webb County Texas, subsequently

conveyed to Alexander Residential Development Company Limited Partnership, 978 acres, as per deed recorded in Volume 857, pages 66-68, Webb County Deed Records, from R-1 (Single Family Residential District) and B-3 (Community Business District) to B-4 (Highway Commercial District), located west of Bob Bullock Loop and east of Josefina Drive.

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

ZC-057-2022
District V

5. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 6, Block 6, Country Club Estates Subdivision, located at 101 Sandtrap Circle, from R-1 (Single Family Residential District) to R-2 (Multi-family Residential District).

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

ZC-058-2022
District V

6. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 2, Block 7A, Paso del Norte Subdivision, Unit 1, located at 4310 Los Martinez Drive, from R-3 (Mixed Residential Use) to B-3 (Community Business District).

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

ZC-059-2022
District VIII

7. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for oil and/or gas extraction and production, (plug/abandonment) on approximately 1.00 acre, being out of a 60.91 acre tract (called) conveyed to Sacred Heart Children's Home, Incorporated, recorded in Volume 321, page 496, Deed Records of Webb County, Texas, situated in City of Laredo, Abstract 239, Webb County, Texas, located west of US Highway 83 and north of Lomas del Sur Boulevard.

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

ZC-060-2022
District III

8. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for oil and/or gas extraction and production, (plug/abandonment) on approximately 0.53 acres of land, situated in Porcion 35, Abstract 546, Jose M. Dias, Original Grantee, same being out of a 358.54 acre tract recorded in Volume 3801, pages 143-147, Webb County Official Public Records, located south of Alegria Street and west of Texas Drive.

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

ZC-061-2022
District I

9. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a Special Use Permit for a restaurant serving alcohol on Lot 17-A and Lot 19, Block 27, Calton Gardens Subdivision Number 1, located at 620 West Calton Road, Suite B (7,000 square feet).

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

ZC-062-2022
District V

10. **Prosperous and Affordable**

Public Hearing and Introductory Ordinance authorizing the Interim City Manager to amend the City of Laredo Municipal Housing Fund FY21-22 Annual Budget by increasing revenues and expenditures in the amount of $50,000.00. Funds in the amount of $250,000.00 were appropriated through the budget process; however, the Community Development Department through the Municipal Housing Division received an award in the total amount of $300,000.00 from the Texas Veterans Commission (TVC) Fund for Veterans Assistance (FVA) Housing for Texas Heroes (H4TXH) to provide home modifications for the veteran community within the City of Laredo area. The term of the grant is for one (1) year from July 1, 2022, to June 30, 2023. There is no match required.

11. **Healthy and Safe**

Public Hearing and Introductory Ordinance amending the FY21-22 Health Department budget by appropriating revenues and expenditures in the amount of $71,136.00 to reflect cash value of Quick Aid donation of hand sanitizers made

on April 19, 2022.

12. **Healthy and Safe**

Public Hearing and Introductory Ordinance amending the FY21-22 budget for the City of Laredo Health Department Funds by appropriating revenues and expenses in the amount of $87,500.00. Funds will be used for the Medical Authority FTE position.

13. **Healthy and Safe**

Public Hearing and Introductory Ordinance authorizing the Interim City Manager to accept and enter into a contract with the Bexar County Hospital District d/b/a University Health, amending the FY21-22 budget by appropriating revenues and expenditures in the amount of $631,468.00 with no match, and amending the FY21-22 Full-Time Equivalent Position Listing by creating one (1) Program Coordinator, R33 and one (1) Health Educator II, R32, for the City of Laredo Health Department HEP C-C.A.R.E. Program for the term period of July 1, 2022, through May 31, 2024, with possibility of renewal.

14. **Public Hearing and Introductory Ordinance** authorizing the Interim City Manager to accept an Economic Development Administration Grant in the amount of $1,500,000.00, with a local match of $375,000.00 for a total of $1,875,000.00 for the Springfield Road Extension Phase II. Also, authorizing the Interim City Manager to amend the FY 2022 Capital Grant Budget by appropriating revenues and expenses in the same amount. Local match will be from the 2019 Certificate of Obligation Bond.

15. **Public Hearing and Introductory Ordinance** of the City of Laredo, Texas, amending Chapter V, Alcoholic Beverages, to set forth regulations for establishments that are not licensed or permitted by the Texas Alcoholic Beverage Commission (TABC) to sell or serve alcoholic beverages on their premises for consumption which allow patrons to bring alcoholic beverages onto their premises for consumption (“BYOB businesses”) and adding an annual BYOB venue permit fee; providing that this ordinance shall be cumulative; providing for a savings clause; providing for a severability clause; providing for a penalty; providing for publication; and declaring an effective date.

(Recess)
(Press Availability)

X. INTRODUCTORY ORDINANCES

16. **Dynamic and Sustainable**

Closing and vacating as a public easement, a 13,890 square foot section of Blair Street between Anna and Camp Avenue Western Division, City of Laredo, Webb County; this 13,890 square foot tract being more particularly described in the attached Exhibit “A” and depicted in the attached Exhibit “B”. The City of Laredo reserves all and any apparent and visible easements recorded or not recorded. Authorizing the Interim City Manager to close as a public easement that section of Blair Street and providing for an effective date.

17. **Healthy and Safe**

An Ordinance authorizing the Interim City Manager to enter into a Lease Agreement between the City of Laredo and Gateway Community Health Center, Inc., for a lease term of twenty-five (25) years, at a yearly rate of $10.00 for the following parcels of land,

1702 Lafayette	Lots 7, Blk 908 Western Division City of Laredo, Webb County, Texas
1704 Lafayette	Lots 8, Blk 908 Western Division City of Laredo, Webb County, Texas
1714 Lafayette	Lots 9, Blk 908 Western Division City of Laredo, Webb County, Texas
1716 Lafayette	Lots 10, Blk 908 Western Division City of Laredo, Webb County, Texas
1718 Lafayette	Lots 11, Blk 908 Western Division City of Laredo, Webb County, Texas
1720 Lafayette	Lots 12, Blk 908 Western Division City of Laredo, Webb County, Texas

XI. SECOND READING

18. **Second Reading** authorizing the Interim City Manager to grant a non-exclusive franchise to Laredo A's Trash Rentals to use the present and future streets, avenues, alleys, roads, highways, sidewalks, easements and other public right-of-ways of the City of Laredo, Texas for purposes of constructing, maintaining and operating a commercial container refuse gathering and disposing service, setting forth terms and conditions to govern the franchise, providing a severability clause, a savings clause and effective date. All waste hauling businesses operating within the city limits are required to secure a Franchise Agreement with the City of Laredo for use of public streets.

XII. FINAL READING OF ORDINANCES

19. **2022-O-096** Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 1, Block 13, Los Presidentes, Unit 2, located at 1816 Avenida Los Presidentes, from R-1 (Single Family Residential Use) to R-2 (Multi-family Residential Use).

ZC-047-2022
District I

20. **2022-O-097** Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning an approximately 9.89 acre tract of land, situated in Survey 2149, Abstract 594, R.H. Rains, Original Grantee, within the limit of the City of Laredo, in Webb County, Texas, said 9.89 acre tract being out and part of that certain 358.54 acre tract, as described in Volume 3801, pages 143-147 of the Webb County Deed Records, Webb County Texas, located west of Corrada Drive and north of Pita Mangana Road, from R-1 (Single Family Residential District) to R-1A (Single Family Reduced Area District).

ZC-050-2022
District I

21. **2022-O-098** Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning an approximately 7.83 acre tract of land, situated in Porcion 34, Abstract 762, Jose Antonio Diaz, Original Grantee, within the limit of the City of Laredo, in Webb County, Texas, said 7.83 acre tract being out and part of 4V Holdings, Limited Tract I (148.91 acres), Tract II (8.72 acres), and Tract III (1.33 acres) as recorded in Volume 3702, pages 643-646 of the Webb County Deed Records, Webb County Texas, located east of Cuatro Vientos Road and west of Hereford Drive, from R-1A (Single Family Reduced Area District) to B4 (Highway Commercial District).

ZC-052A-2022
District I

22. **2022-O-099** Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning an approximately 2.93 acre tract of land, situated in Porcion 34, Abstract 762, Jose Antonio Diaz, Original Grantee, within the limits of the City of Laredo, in Webb County Texas, said 2.93 acre tract being out and part of 4V Holdings, Limited Tract I (148.91 acres) as recorded in Volume 3702, pages 643-646 of the Webb County Deed Records, Webb County Texas, located east of Cuatro Vientos Road and west of Hereford Drive, from R-1A (Single Family Reduced Area District) to B4 (Highway Commercial District).

ZC-052B-2022

District I

23. **2022-O-100** Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning an approximately 2.85 acres, situated in Porcion 34, Abstract 762, Jose Antonio Diaz, Original Grantee, and Survey 2386, Abstract 3264, J. & H. Wormser, Original Grantee, same being out of Tract "A" as recorded in Volume 3342, pages 699-707, Webb County Official Public Records, located north of Lomas Del Sur Boulevard and east of Ejido Avenue, from B-1 (Limited Business District) to B-3 (Community Business District).

ZC-054-2022
District I

24. **2022-O-101** Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning an approximately 11.91 acres, situated in Porcion 35, Abstract 546, Jose M. Dias, Original Grantee, and out of a 358.54 acre tract as conveyed and recorded per Warranty Deed dated June 03, 2015, Volume 3801, pages 143-147, Webb County Official Public Records, located south of Bella Street and west of Ejido Avenue, from R-1 (Single Family Residential District) to R-1A (Single-Family Reduced Area District).

ZC-055-2022
District I

25. **2022-O-102** Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 1, Block 1707, Eastern Division, located at 919 North Arkansas, from R-3 (Mixed Residential District) to B-3 (Community Business District).

ZC-048-2022
District II

26. **2022-O-103** Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning an approximately 12.85 acre tract of land situated in Porcion 39, Abstract 250, Jose Antonio Nasario Original Grantee, within the limits of the City of Laredo, in Webb County, said 12.85 acre tract being out and part of HAPO Holdings, Limited Liability Company (219.48 acre tract), as recorded in Volume 4543, Pages 455-467 of the Webb County Deed Records located west of US Highway 83 and south of Tesis Drive, from AG (Agricultural District) to R-1A (Single Family Reduced Area District).

ZC-051-2022
District III

27. **2022-O-104** Amending the Zoning Ordinance (Map) of the City of Laredo by amending Ordinance 2014-O-088 authorizing a Special Use Permit for Townhouses on Lots 50, 51, 52 and 53, Block 1, Escondido Townhomes Subdivision, located at 5619, 5701, 5703 and 5705 Montevista Drive (respectively), in order to remove the garage requirement and adjust the side-yard setbacks.

ZC-033-2022
District V

28. **Planned and Moving**

2022-O-105 Authorizing the Interim City Manager to exercise the fourth and final option to extend the lease for a five (5) year renewal option for the lease agreement by and between The City of Laredo (The "Landlord") and Greyhound Lines, Inc./Valley Transit Company Joint Venture, (The "Tenant") for a certain premise of 5,000 square feet of commercial area together with a bus parking area containing approximately 18,000 square feet located at 1301 Farragut Street, Laredo Block Number 49, Located in the Western Division, City of Laredo Webb County, Texas. The term of the lease shall commence July 1, 2022, and end June 30, 2027, with a lease agreement of $10,353.24 per month.

29. **Prosperous and Affordable**

2022-O-106 Authorizing the Interim City Manager to execute a lease agreement between the City of Laredo, as Lessor, and B & B Communications Ltd., Lessee, for building No. 962 consisting of approximately 5,672 square feet of building space and parking lot located at 1816 Pappas Street at the Laredo International Airport. The lease term shall be for fifteen (15) years commencing on October 1, 2022, and ending on September 30, 2037, with one (1) five-year option to extend ending on September 30, 2042. The monthly rent shall be $1,492.85 and will be adjusted annually according to changes in the Consumer Price Index (CPI).

XIII. 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 GILBERTO SANCHEZ, INTERIM AIRPORT DIRECTOR

30. **Prosperous and Affordable**

2022-R-116 A Resolution of the City of Laredo authorizing the Interim City Manager to execute an amendment to the Chapter 380 Agreement with Transportes Aeromar, S.A. de C.V. related to the enhancement of economic development, growth, job opportunities for citizens of Laredo, retail sales, and other businesses and commercial activity in Laredo Texas and surrounding areas by providing access to low-cost nonstop air transportation. The City and Aeromar S.A. de C.V. have agreed that up until August 14, 2022, Aeromar shall operate three round trip flights per week to operate on Wednesdays, Fridays, and Sundays and beginning on August 15, 2022, through December 31, 2022, Transportes Aeromar shall operate two roundtrip flights per week to operate on Mondays and Fridays. The City and Transportes Aeromar have also agreed that the City of Laredo will pay Transportes Aeromar, S.A. de C.V. an amount equal to $42,110.00 on or before the 15th of each month beginning August 2022 and ending December 2022 in lieu of the City receiving 142 seats per month until, and including December 2022. Said seats will be available to the traveling public for a price of $350.00 roundtrip, including all taxes and fees. The City shall not exceed paying the company more than a total obligation of $552,550.00 for the full year of 2022. Funding is available in the Capital Improvement Fund.

31. Consideration to authorize a contract with Computer Solutions, Inc., San Antonio, TX, in the amount of $67,367.00, for the purchase and installation of new optic fiber cable running from the main Airport Terminal to the west tower across the runway. This contract is utilizing the State of Texas DIR Cooperative Purchase Contract # DIRGBR4359-GRAYBAR DIR-TSO-4359 (EXP. 05/06/23). Funding is available in the International Airport Operations Budget.

32. Consideration to ratify a service agreement to HI-LITE Airfield Services, LLC, Adams Center, NY, for a cumulative amount of $51,440.00 for the Laredo International Airport. Services rendered included water blasting rubber without chemicals, mobilization, and rubber removal-crew/equipment; services are obtained using Sourcewell Cooperative Contract #062817-HLA (Exp. 09/26/2022). Funding for this contract is available in the International Airport Fund.

33. **Prosperous and Affordable**

Authorizing the Interim City Manager to execute a Lease Agreement between the Laredo International Airport and Clear Choice ER located at 5210 Bob Bullock Loop at the Laredo International Passenger Terminal in a space consisting of 400 square feet, constituting a concessions space on the first floor, as depicted in Exhibit A. The purpose of the lease is to operate a COVID-19 Testing Center, providing COVID-19 testing, vaccination, sale, distribution, and/or donations and supplies (as approved by the City Emergency Management Coordinator) for the public. The hours of operations will be from 10 a.m. to 10 p.m., Monday through

Saturday. The lease term shall be for one (1) year with one (1) option to renew and base rent shall consist of $2,000.00 per month.

BRIDGE: STAFF SOURCE YVETTE LIMON, BRIDGE DIRECTOR

34. **Planned and Moving**

Consideration to award a contract to sole source provider, TransCore L.P., for the purchase of 15,000 Automatic Vehicle Identification (AVI) sticker tags in the amount of $187,605.00. These AVI sticker tags are TransCore's Amtech Technology eGo ® Plus Windshield sticker tags; have a protocol of 915 Mhz radio frequency; are programmable beam powered; are windshield dash mounted tags and used for the Laredo Bridge System Electronic Toll Collection System. Funding is available in the Bridge System Fund.

BUDGET: STAFF SOURCE JESUS ESPARZA, III, INTERIM BUDGET DIRECTOR

35. Consideration to authorize the purchase of Automatic Transfer Switch (ATS) equipment from Bush Supply, Edinburg, TX / CED Laredo, Laredo, TX, in the total amount of $173,200.00. This is phase 1 of 3 of improvements to Sames Auto Arena which were initially discussed and requested by the Laredo City Council. Overall improvements will allow for the transfer of electricity from current electrical provider to generator backup power and will make the Sames Auto Arena available for shelter use during future emergencies. The purchase will be made utilizing the BuyBoard Cooperative Purchasing Contract # 657-21. Funding is available in the Sports and Community Venue Fund.

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

36. **2022-R-125** Ordering and proclaiming a General City Election to be held on Tuesday, November 8, 2022; designating polling places; providing for publication; and authorizing the Interim 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, Laredo Independent School District, United Independent School District, and the Webb Consolidated Independent School District. Funding from the General Fund in the estimated amount of $81,425.31.

COMMUNITY DEVELOPMENT: STAFF SOURCE TINA MARTINEZ, COMMUNITY DEVELOPMENT DIRECTOR

37. **Prosperous and Affordable**

2022-R-112 Authorizing the Interim City Manager to accept and execute the Texas Veterans Commission (TVC) Fund for Veterans' Assistance (FVA) Housing for Texas Heroes Grant (H4TXH). The Community Development Department through the Municipal Housing Division received an award in the amount of $300,000.00 to provide home modifications for the veteran community within the City of Laredo area. The term of the grant shall be one (1) year from July 1, 2022, to June 30, 2023. There is no match requirement.

38. **Prosperous and Affordable**

2022-R-113 Authorizing the Interim City Manager to accept and execute the Texas Veterans Commission (TVC) Fund for Veterans' Assistance (FVA) Financial Assistance Grant Program. The Community Development Department, through the Municipal Housing Division, received an award in the amount of $75,000.00 to provide financial assistance in the form of utility and/or mortgage or rental payments for the veteran community within the City of Laredo area. The term of the grant shall be one (1) year from July 1, 2022, to June 30, 2023. There is no match required.

39. **Prosperous and Affordable**

Approving the submission of the 2022-2023 One Year Action Plan to the U.S. Department of Housing and Urban Development (HUD) request for funding in the amounts of $3,403,999.00 in 48th Action Year Community Development Block Grant (CDBG) funds, $1,239,355.00 through the HOME Investment Partnership Program, and $315,100.00 through the Emergency Solutions Grant (ESG). An additional $80,000.00 is anticipated to be received in Housing Rehabilitation Revolving Loan funds, $20,000.00 through CDBG Program Income, and $200,000.00 in HOME Program Income. Also authorizing the Interim City Manager to execute all documents as a result of the Plan's submission. The plan identifies the projects proposed to be funded by HUD through entitlement program funds and anticipated program income, which are as follows:

	48th AY Community Development Block Grant	
1	Community Development Administration	$679,000.00
2	Housing Rehabilitation Administration	$342,051.00
3	Housing Rehabilitation Loan Program	$700,000.00
4	Code Enforcement	$600,000.00
5	Graffiti Removal Program	$31,550.00
6	Homeless Services	$479,049.00
7	CDBG Rental Rehabilitation Program	$112,401.00
8	Park Improvements in District 1	$34,282.00
9	Sidewalks in District 1	$34,282.00

10	Park Improvements in District 2	$34,282.00
11	Sidewalks in District 2	$34,282.00
12	Park Improvements in District 3	$34,282.00
13	Sidewalks in District 3	$34,282.00
14	Park Improvements in District 4	$68,564.00
15	Park Improvements in District 5	$68,564.00
16	Park Improvements in District 7	$68,564.00
17	Park Improvements in District 8	$34,282.00
18	Sidewalks in District 8	$34,282.00
	TOTAL	**$3,423,999.00**

	Revolving Loan	
19	Housing Rehabilitation Revolving Loan Administration	$7,000.00
20	Housing Rehabilitation Revolving Loan Program	$73,000.00
	TOTAL	**$80,000.00**

	HOME Investment Partnership Grant	
21	HOME Program Administration	$123,000.00
22	Down Payment Assistance Program (PI)	$200,000.00
23	Tenant-Based Rental Assistance	$200,000.00
24	Community Housing Development Organization (CHDO)	$200,000.00
25	Homeowner Reconstruction Program	$271,756.00
26	HOME Affordable Rental Housing Program	$444,599.00
	TOTAL	**$1,439,355.00**

	Emergency Solutions Grant	
27	ESG Program Administration	$23,000.00
28	Emergency Shelter – Shelter Operations	$96,318.00
29	Emergency Shelter – Essential Services	$41,745.00
30	Street Outreach	$45,000.00
31	Rapid Re-Housing	$50,000.00
32	Homelessness Prevention	$51,037.00
33	Homeless Management Information System (HMIS)	$8,000.00
	TOTAL	**$315,100.00**

40. **Prosperous and Affordable**

Authorizing the Interim City Manager to execute all documents as a result of the application submission of the Section 108 Loan Application in the proposed amount of $4,115,000.00 to the U.S. Department of Housing and Urban

Development (HUD) to request funding for the rehabilitation of an existing City-owned historical building known as the Southern Hotel located downtown at the 1200 block of Matamoros St., Laredo, TX 78040, for the purpose of providing twenty-two (22) mixed income affordable rental housing units of which thirteen (13) will be designated for low-moderate income households.

41. Authorization to allow Interim City Manager to enter into an agreement between the City of Laredo and the Kansas City Southern Railway Company by which the City will agree to grant certain easements to Kansas City Southern to be used for railroad purposes. In exchange for these easements, Kansas City Southern will procure preliminary engineering services for the proposed grade separations and hire a consultant to prepare a grant application for federal funding for the proposed grade separations, crossing closures, and crossing protections needed to implement the proposed quiet zone corridor. No financial impact at this time.

CONVENTION & VISITORS BUREAU: STAFF SOURCE AILEEN RAMOS, CVB DIRECTOR

42. Discussion with possible action to enter into an agreement with the Laredo PONY Association for an additional sponsorship in an amount not to exceed $16,000.00 for the 2022 World Series Softball Tournament to be held from July 12, 2022, through July 17, 2022, and the World Series Baseball Tournament to be held from July 28, 2022, through August 1, 2022 for a total amount of $86,000.00. Funding is available in the Convention & Visitors Bureau Fund.

ENGINEERING: STAFF SOURCE RAMON E. CHAVEZ, CITY ENGINEER

43. **Planned and Moving**

Authorizing the Interim City Manager to execute and approve amendment No.1, an increase in the amount of $18,250.00 to the professional services contract with CMT-Tec, L.L.C., Laredo, Texas for additional concrete compressive strength cylinders and in-place density testing, for the City of Laredo / Webb County-City of Laredo Regional Mobility Authority (WC-CL RMA) / Webb County Drainage District No. 1 (WCDD No. 1) Los Presidentes Arterial Project from Loop 20 (Cuatro Vientos) to Brownwood Street to include Phase 2A (Concord Hills Blvd. - Brownwood Street). Current contract amount with this amendment is $58,350.00. Funding is available in the Capital Grants Fund.

44. **Dynamic and Sustainable**

Authorizing the Interim City Manager to execute and approve amendment No.1 to a professional services contract with Cavazos Architects, Laredo, Texas an increase in the amount of $420,088.50 for the U.S. Federal Courthouse Interior Renovation including all three (3) floors located at 1300 Matamoros Street, including basic services as follows: schematic design, design development, construction documents, construction procurement, construction administration. Current contract amount with this amendment is $544,088.50. Funding is available in the 2013 PPFCO Bond.

45. **Planned and Moving**

Consideration to award a professional services contract to Able City, LLC, Laredo, Texas, in association with Eduardo Galindo & Associates, LLC, Synergy Structural Engineering, Inc., CDM Smith, Whitman, Requardt & Associates (WRA), The Goodman Corporation, KCI Technologies, Inc., and Parra & Company in the amount not to exceed $1,198,730.00 for the FY21-ENG-08 El Metro Transit Operations, Maintenance and Administration Phase 1 to be located at 1801 Jacaman Road (N. Bartlett Ave. and Jacaman Road), to include design updates, project management and construction phase management. Funding is available in the Transit System Fund-FTA Grant TX-2018-080.

FIRE: STAFF SOURCE GUILLERMO HEARD, FIRE CHIEF

46. Consideration to ratify the issuance of emergency purchase order (No. 363524), authorized by Interim City Manager, in the amount not to exceed $68,130.29 to Jones & Bartlett Learning LLC, Boston, MA. This was issued for the emergency purchase of exclusive books for the EMS academy program for new fire department cadets scheduled to start on July 5, 2022. Jones & Bartlett Learning are the sole provider of this Navigate online training program for the academy. Both the online training and books are used in conjunction to meet the education and professional needs for the EMS academy program. Funding is available in the General Fund-Fire Department.

FLEET MANAGEMENT: STAFF SOURCE RONALD MILLER, FLEET DIRECTOR

47. Consideration to renew contract FY20-059 with the following vendors:

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.

This contract provides safety inspection services for all of the City's municipal fleet vehicles. These vendors 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. There was no price increase during the last extension period. The contract may be extended for one (1) more additional one (1) year period, each upon mutual agreement of the parties and contingent upon future funding appropriations. Funding is available in the Fleet Department Fund.

48. Consideration to amend two-year contract FY21-068 by 25% with the following vendors:

Section	Description	Vendor	Location	Award
I	Fuel, Air, Oil Filters	Rush Truck Center	Laredo, TX	Primary Vendor
		Fleet-Pride	Laredo, TX	Secondary Vendor
II III IV V VI VII VIII IX X XI XII XIII XIV XV XVI XVII	Belts, Hoses, Cooling Brakes & Related Items Brakes/Misc. Parts Chassis & Steering Drive Train Electrical Auto Parts Exhaust Auto Parts Fuel & Emission Parts Heating & Air Condition Ignition Lamp Bulb, Flashers Shock & Struts Wiper Blades & Motors Service Lubricants Brakes/Emergency Vehicles Parts/Emergency Vehicles	Gonzalez Auto Parts	Laredo, TX	Primary Vendor
		Toro Auto Sales	Laredo, TX	Secondary Vendor
		O'Reilly Auto Parts	Laredo, TX	Secondary Vendor
	(Only Section X Heating Cooling)	Andy's Auto Air	Laredo, TX	Secondary Vendor

for an amount increase of $117,500.00 and a new contract with a total amount of $587,500.00 for the purchase of automotive parts for the Fleet Department. This contract establishes a percentage discount on parts utilized during city vehicle repairs. All parts will be purchased on an as-needed basis. The term of this contract shall expire on January 18, 2023. Contract amendment is due to an increase in price, usage, and to cover future expenditures. Funding is available in the Fleet Maintenance Budget.

49. Consideration to renew the existing annual service contract FY19-003 for the purchase of Original Equipment Manufacturer (OEM) parts/service for the City's Caterpillar heavy equipment currently awarded to Holt CAT, Laredo, Texas, in an amount up to $350,000.00. 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 is an average price increase of 12% for

this last extension period due to an increase in fuel costs. This is the last extension period for this contract. All parts and services will be secured on an as needed basis. Funding is available in the Fleet Maintenance Budget.

HEALTH: STAFF SOURCE RICHARD A. CHAMBERLAIN, HEALTH DIRECTOR

50. **Healthy and Safe**

2022-R-119 Ratifying the execution of a contract amendment from the Texas Department of State Health Services in the amount of $125,000.00 with no match to continue the City of Laredo Health Department, Diabetes Prevention and Control Program. The term period is from September 1, 2022, through August 31, 2023.

51. **Healthy and Safe**

2022-R-120 Authorizing the Interim City Manager to accept and enter into a contract from the Department of Health and Human Services in the amount of $303,506.00 with no match for the City of Laredo Health Department HIV Program. The term period is from May 01, 2022, through April 30, 2025.

52. **Healthy and Safe**

2022-R-121 Ratifying the execution of a contract amendment from the Texas Department of State Health Services in the amount of $320,546.00 for the continuation of the City of Laredo Health Department HIV Prevention Program. The program provides preventive interventions, testing, along with educational and outreach services. The term period is from September 1, 2022, through August 31, 2023; no grant match is required.

53. **Healthy and Safe**

2022-R-122 Ratifying the execution of a contract amendment from the Texas Department of State Health Services in the amount of $341,737.00, with a 10% in-kind match of $34,173.00. This amendment is for the continuation of the City of Laredo Health Department Public Health Emergency Preparedness and Response Services for disease control and emergency management. The term period is from July 1, 2022, through June 30, 2023.

54. **Healthy and Safe**

Authorizing the Interim City Manager to enter into a continuation Lease Agreement with Laredo Texas Hospital Company, L.P. d/b/a Laredo Medical Center in the amount of $4,582.73 per month for a total amount of $54,992.76 for the term period of August 1, 2022, through July 31, 2023. The City of Laredo Health Department, Woman, Infant and Children Program will continue to operate on the property located at 1710 East Saunders Street in Laredo, Texas 78041, contingent to funding availability. Funds are available in the Health Department - WIC Program Grant.

MUNICIPAL COURT: STAFF SOURCE ANA CABALLERO-RODRIGUEZ, MUNICIPAL COURT CLERK

55. **Excellent and Connected**

Consideration to authorize a purchase contract with Insight Public Sector, through DIR Contract No. TSO-4343, in the amount of $85,267.55 for the installation of CAT6A cable, telecommunication cabinetry and hardware needed for the connectivity of computers and electronic equipment at the Laredo Municipal Court. Funding is available in the FY21-22 General Fund - Laredo Municipal Court.

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

56. Consideration to award supply/service contract number FY22-070 to the low bidder Royal Contractors, Laredo, Texas in the amount of up to $70,000.00 for the purchase and installation of plastic flooring tiles for the Parks & Recreation Department. These flooring tiles shall be purchased on an as-needed basis by the Parks and Recreation Department for various city parks; and as requested and funded by Councilmembers. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract can be renewed for three (3) additional one (1) year extension periods, upon mutual agreement of the parties. Funding is available in council priority funds on an as-needed basis.

PLANNING & ZONING: STAFF SOURCE ORLANDO NAVARRO, PLANNING & ZONING DIRECTOR

57. Consideration to authorize the selection and allow for negotiations with consulting firm: Able City, LLC., Laredo, TX for contract FY22-056 Del Mar Overlay District project. This selection/authorization will allow for negotiations of a professional services contract for the Del Mar Overlay District Ordinance; to develop and implement the regulations necessary to allow for the redevelopment of a portion of Del Mar Boulevard. There is no financial impact at this stage for contract development process.

POLICE: STAFF SOURCE CLAUDIO TREVINO, CHIEF OF POLICE

58. **Healthy and Safe**

2022-R-114 Authorizing the Interim City Manager to submit a grant application in the amount of $67,974.00 to the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance for the funding of the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2022. The grant performance period is October 1, 2022, through September 30, 2025. The Bureau of Justice Assistance mandates that this grant allocation be divided equally between the City of Laredo and Webb County; $33,987.00 will be allocated for the LPD Network Specialist and $33,987.00 for Webb County Sheriff's Office equipment, supplies, and training that enhances the department operations. Funding will be available in the Special Police Fund.

59. **2022-R-115** Authorizing the Interim City Manager to accept a grant in the amount of $756,565.00 from the Texas Motor Vehicle Crime Prevention Authority to fund the Laredo Auto Theft Task Force for the period of September 1, 2022, through August 31, 2023. This grant pays for salaries, supplies and equipment for the LPD Auto Theft Unit. The grant requires a local match in the amount of $441,969.00 for a total grant amount of $1,198,534.00. Funding is available in the Auto Theft Task Force Fund.

60. **Healthy and Safe**

2022-R-117 Authorizing the Interim City Manager to execute an addendum to the existing Memorandum of Understanding between the City of Laredo Police Department and the Constituent Organizations of the Laredo Texas Anti-Gang Center (TAG) for the purpose of adding the U.S. Department of Justice, U.S. Marshals Service, Southern District of Texas (USM) as a Constituent Organization of the TAG Center. The U.S. Marshals Service agrees to the terms and conditions of the MOU attached as Exhibit "A". The mission of the TAG Center is to further the ability of law enforcement agencies to identify, deter, disrupt, and dismantle criminal organizations operating in or affecting Laredo, Texas and the surrounding region. This addendum is at no cost to the City of Laredo.

61. **Healthy and Safe**

Consideration to rescind purchase contracts awarded to RZ Communications, Laredo, Texas, for the purchase of forty-two (42) mobile computer terminals (MCTs) for the new patrol units, eight (8) MCTs for Park Police units, and (2) MCTs for Port Police units in the amounts of $236,029.32, $46,796.56 and $11,710.92, respectively. Vendor has not been able to deliver the equipment and no set time of arrival has been provided.

62. **Healthy and Safe**

Authorizing the Interim City Manager to authorize a purchase contract with Ramco Rugged Portables, Austin, Texas, for the purchase of fifty-two (52) mobile computer terminals (MCTs) through GSA MAS contract pricing in the amount of $270,354.56. The MCTs were previously ordered through RZ Communications; however, vendor has not been able to deliver the equipment and no set time of arrival has been provided. Purchase orders for RZ Communications will be canceled. Forty-two (42) MCTs are for new patrol units, eight (8) are for Park Police units, and two (2) are for Port Police. Funding is available in the Capital Improvements Fund, in the 2018 PPFCO Bond and in the Bridge Department Budget contingent upon the rescindment of RZ Communications contracts.

TAX: STAFF SOURCE DORA MALDONADO, TAX ASSESSOR COLLECTOR

63. Approving adjustments to the tax roll for the month of June 2022. The amounts adjusted represent a decrease of $24,324.19 for prior year taxes and a decrease of $28,470.97 for current year taxes. The aggregate adjustment represents a decrease of $52,795.16. These adjustments are determined by value changes reported by the Webb County Appraisal District.

UTILITIES: STAFF SOURCE ARTURO GARCIA, P.E., UTILITIES DIRECTOR

64. **Dynamic and Sustainable**

2022-R-048 Accepting the Conveyance of Tract 1 A 20-foot Utility and Access Easement over and across a 0.6894 acre tract of land, more or less, situated in Porcion 35, Abstract 546, Jose Miguel Diaz, Original Grantee and Survey 2149, Abstract 594, R. H. Rains, Original Grantee, within the limits of the City of Laredo, in Webb County, Texas being out and part of that certain 358.54 acre tract, as described on deed records in Volume 3801, pages 143-147 of the official public records of Webb County, Texas, and being more particularly described by metes

and bounds in attached Exhibit “A & B” and depicted on Exhibit “C” attached hereto and made part hereof. Also, Tract 2 A Utility and Access Easement over and across a 0.5508 acre tract of land, more or less, situated in Survey 2149, Abstract 594, R.H. Rains, Original Grantee within the limits of the City of Laredo, in Webb County, Texas, being out and part of that certain 358.54 acre tract, as described on deed records of Webb County, Texas and being more particularly described by metes and bounds in attached Exhibit “A & B” and depicted on Exhibit “C” attached hereto and made part hereof.

65. **Dynamic and Sustainable**

2022-R-049 Accepting the Conveyance of Tract 1 A 30-foot Temporary Construction Easement, being a 0.9910 acre tract of land, more or less, situated in Porcion 35, Abstract 546, Jose Miguel Diaz, Original Grantee and Survey 2149, Abstract 594, R. H. Rains, Original Grantee, within the limits of the City of Laredo, in Webb County, Texas, being out and part of that certain 358.54 acre tract, as described in deed recorded in Volume 3801, pages 143-147 of the Official Public Records of Webb County, Texas, and being more particularly described by Metes and Bounds in attached Exhibit “A” and depicted on Exhibit “B” attached hereto and made part hereof. Also, Tract 2 A 30-foot Temporary Construction Easement, being a 0.5622 acre tract of land, more or less, situated in Survey 2149, Abstract 594, R.H. Rains, Original Grantee, and Porcion 36, Abstract 473, Laureano Salinas, Original Grantee within the limits of the City of Laredo, in Webb County, Texas, being out and part of that certain 358.54 acre tract, as described on deed recorded in Volume 3801, Pages 143-147 of the Official Public Records of Webb County, Texas, and being more particularly described by Metes and Bounds in attached Exhibit “C” and depicted on Exhibit “B” attached hereto and made part hereof.

66. **2022-R-124** Resolution to approve a Municipal Utility District ("MUD") in the City of Laredo's ETJ. TBD Land Holdings, Ltd. wishes to develop 683.07 acres of land located in the City of Laredo's extraterritorial jurisdiction. Said development will require water and sewer service. The City of Laredo does not currently have the infrastructure to provide such service. Rather than have the City of Laredo construct the infrastructure and provide service to this area, the developer has requested authorization to form a MUD in our ETJ. The proposed MUD would construct the necessary infrastructure and provide the water and sewer service to area. In order to form a MUD in our ETJ, State statute requires the City grant its authorization. This resolution provides the requisite authorization.

67. **Dynamic and Sustainable**

Authorizing the Interim City Manager to award a contract to Square E Services, LLC in the amount of $523,093.85 for Supervisory Control and Data Acquisition (SCADA) System and Radio Telemetry Upgrades. The existing hardware and

software have reached their end of life and require upgrades to meet current cybersecurity protection protocol and improved operations. Square E Services, LLC is the only GE certified process system integrator with a fully staffed office in Laredo. Funding is available in the 2019 and 2022 Utilities Revenue Bonds.

68. Authorizing Interim City Manager to award contract to Valdez Engineering for the design of approximately 11,000 linear feet of 12-inch force main for the Sombretillo Lift Station and the elimination of the Pan American Lift Station in the amount of $633,476.00. This project is required because the existing force main is in conflict with the TXDOT roadway expansion on Mines Road. Funding is available in the 2019 Sewer Revenue Bond.

69. Consideration to award annual supply and service contract FY22-064 to the lowest bidder E & E Air Conditioning, Laredo, TX in an amount up to $400,000.00 to provide HVAC (heating, ventilation, and air conditioning) repair services for the water treatment plants. This contract establishes an hourly service rate and cost percentage for parts. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. This contract can be extended three (3) additional one-year periods, upon mutual agreement of the parties. All services will be purchased on an as needed basis and funding will be secured from the Waterworks Fund - Water Treatment Division.

70. Consideration to award annual service contract FY22-067 to the following vendors:

1) Sections V, X, XI, XII: Gutierrez Machine Shop, Laredo, Texas in an amount up to $300,000.00 (Primary Vendor);

2) Sections III, IV, VI, VII: A-Squared Water Treatment, Laredo, Texas in an amount up to $400,000.00 (Primary Vendor);

3) Sections I, II, VIII, IX: RAMSA Electric Mechanic, Laredo, Texas in an amount up to $300,000.00 (Primary Vendor),

for water treatment and wastewater treatment booster stations, and lift stations pump repairs for the Utilities Department. This contract establishes hourly rates and a percentage discount on parts utilized during emergency pump repairs. All services will be purchased on an as needed basis. This contract may be extended for three, additional one (1) year periods, upon mutual agreement of the parties. Funding is available in the Water Works and Waste Water Funds.

71. Consideration to renew contract FY20-063 with Core & Main, from San Antonio, Texas not to exceed $1,236,335.09 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 and is contingent upon the availability of appropriated funds. Due to an increase in raw materials, wages, and freight, there will be a price increase of 26% during this extension period. A reduced cost adjustment shall be made if the markets improve (consumer cost index adjustment) by the vendor. The contract may be extended for one (1) additional one (1) year period, each upon mutual agreement of the parties. Funding is available in the Waterworks Fund.

72. **Dynamic and Sustainable**

Authorizing Interim City Manager to approve the selection of Sepulveda Associates Architects, Inc. of Laredo, Texas as the consultant based on Request for Qualifications (RFQ) received and authorizing the negotiations of a contract for the design, bidding and construction management of the new north side materials storage canopy. No financial impact at this time.

73. **Dynamic and Sustainable**

Authorizing the Interim City Manager to enter into a contract with NO-DES, Inc. from Bosque Farms, New Mexico for standard flushing of the City's waterlines for a period of ten (10) days or additional days as needed to maintain the optimal chlorine residual in the distribution system. 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 methods. The contract amount is for $80,079.20, plus an allowance of $39,920.80 for the additional days exceeding the contract for a total not to exceed $120,000.00. Funding is available in the Utilities Department-Waterworks Construction Fund.

74. **Dynamic and Sustainable**

Authorizing the Interim City Manager to execute Amendment No.2 in the amount of $292,786.00 to Ardurra Group, Inc. of Laredo, Texas for the professional services regarding the Process Improvements of the Zacate Creek Wastewater Treatment Plant (ZCWWTP). The total contract sum including this amendment is at $416,948.00. Funding is available in the 2019 Sewer Revenue Bond.

75. **Dynamic and Sustainable**

Authorizing the Interim City Manager to execute a professional engineering services contract in the amount $791,273.00 to Lockwood, Andrews & Newnam, Inc. of Laredo, Texas. This service includes design and permitting of a new 36-inch Water Line from Zacate Creek to the Lyon Street Pump Station. Funding is available in the 2019 Water Revenue Bond.

76. **Dynamic and Sustainable**

Authorizing the Interim City Manager to execute a professional engineering services contract in the amount $1,588,000.00 to Binkley & Barfield, Inc. of Houston, Texas. This service includes design and permitting of a new 36-inch Water Line from Jefferson Street Surface Water Treatment Plant to Zacate Creek. Funding is available in the 2019 Water Revenue Bond.

END OF CONSENT AGENDA

XIV. STAFF REPORTS

77. 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.

78. Presentation of the Plan of Finance by Noe Hinojosa of Estrada-Hinojosa & Company, Inc., as it relates to various proposed bond issuances, with possible action.

79. Report on the successful close-out of the City's second Small Business Grant Program of $2 million in partnership with LiftFund, and any other matters incident thereto. Funding for the program was approved by Council on 11/01/2021 from the City's American Rescue Plan appropriation and helped provide funding to small and micro businesses that continued to face challenges as a result of the pandemic.

80. Presentation by New Gen of the Solid Waste rate study and recommendation with possible action.

81. Discussion with possible action for Regional Mobility Authority to submit a grant for the Safe Streets and Roads for All (SS4A) Grant Program and authorizing the Interim City Manager to partner with RMA in the amount not exceed $12,500.00 for grant application.

82. Discussion with possible action to review and approve the dates for the proposed FY 2022-2023 Operating Budget and FY 2023-2027 Capital Budget and any matters incident thereto:

- Submission of Budget - July 27, 2022 at 12:15 P.M.
- Budget Workshop - August 9 -11, 2022 (Time to be determined)

XV. 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.

83. Request for Executive Session pursuant to Texas Local Government Code 551.071(1) to consult with attorney on pending litigation in Cause No. 5:17-cv-76; Cesar Cuellar, Sr. individually and as the administrator of the Estate of Cesar Cuellar, Jr. and Dora Cuellar, individually v. Priscilla Hernandez, Estefania Gonzalez, and The City of Laredo; In the United States District Court of the Southern District of Texas, Laredo Division; and return to open session for possible action.

84. Request for Executive Session pursuant to Texas Government Code Section 551.071(2) to consult with an attorney regarding negotiation of extension and/or possible amendment of 2L4L Lease Agreement for Uni-trade Baseball Stadium.

85. Executive Session pursuant to the Texas Government Code Section 551.071 and the Texas Disciplinary Rules of Professional Conduct Rule 1.05 to consult with attorneys concerning legal issues regarding the contemplated and threatened litigation by Ms. Kristina K. Laurel Hale, and return to open session for possible action as necessary.

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

86. **Planned and Moving**

2022-RT-016 Authorizing the Interim City Manager to accept and execute the Texas Department of Transportation State Urban Grant no. STATE-U-2022-00119 for Fiscal Year 2023 in the amount of $637,564.00. This grant will cover the operating expenses for El Metro fixed-route and El Lift preventative maintenance. Grant period will be from October 1, 2022, to September 30, 2023. There is no local match required for this grant.

87. **Planned and Moving**

Consideration to rescind the contract with Parra & Company in the amount of $283,570.00 for the design and engineering services for 17 locations identified in the ADA Bus Stops and Bicycle Plazas Enhancement Project Phase I and 9 locations for Phase II.

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

88. ## GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS

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

1. Recognizing José Antonio Mansur Galvan for 50 years of committed service and dedication to the baseball industry, and most notably to the Tecolotes de los Dos Laredos.

2. Discussion with possible action to create a workforce employment program within the City of Laredo for adults with special needs, and further incorporating the private sector; and any other matters incident thereto.

3. Discussion with possible action to consider providing office space to COMCE Noreste in an effort to promote international governmental and private sector trade and relations; and any other matters incident thereto.

B. **Request by Council Member Ruben A. Gutierrez, Jr.**

1. Discussion with possible action to instruct 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 speed cushions which is currently required under the policy and any other matters incident thereto. City Council District V Priority Funds will be used for this project.

   -200 Idaho Street
   -6512 Saguero Lane

2. Discussion with possible action to start the search process for a permanent City Manager by engaging a consultant firm to assist in the process; and any matter incident thereto.

3. Discussion with possible action to direct the Interim City Manager to drive an action plan for the usage and conservation of water; and any matter incident thereto.

C. **Request by Council Member Mercurio Martinez, III**

1. Discussion with possible action to waive garage sale permits and fees for the weekend of August 12 - 14, 2022 in observance of National Garage Sale Day on August 13, 2022, and any other matters incident thereto.

2. Discussion with possible action to have the American Red Cross CPR instructors work jointly with the Laredo Fire Department to help certify more lifeguards through the American Red Cross, and waive any fees associated with the lifeguard certification; and any other matters incident thereto.

3. Discussion with possible action to direct staff to convey unused and/or abandoned alleyways and streets to adjacent or corresponding property owners.

XVIII. 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 13, 2022 at 6:35 p.m.

_____
Jose A. Valdez, Jr.
City Secretary

City Council-Regular

Meeting Date: 07/18/2022
Initiated By: Riazul Mia, Assistant City Manager
Initiated By: Springfield Investments, LLC., Owner; Avanti Legacy Rosewood, LP, Applicant; Enrique Flores, Representative

Staff Source: Orlando D. Navarro, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning an approximately 7.2852 acres tract of land, situated in the Toribio Rodrigues Survey, Abstract Number 268, Webb County Texas, being all that certain called 7.2833 acres tract of land described as Tract I in deed to Springfield Investments, LLC, as recorded in Document Number 1345278, of the Official Public Records of Webb County, Texas, located south of International Boulevard and West of Springfield Avenue, from R-1 (Single Family Residential District) to R-2 (Multi-Family Residential District).

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

ZC-040-2022
District VII

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: VII - Cm. Vanessa Perez

Proposed use: Multi Family, 99-unit, three-story, elevator-served elderly development

Site: The site is currently vacant undeveloped land.

Surrounding land uses: To the north of the site is International Boulevard, single family reduced residential uses, and vacant developed land. To the east of the site of the site is 0 to 100 Sportsplex, Springfield Avenue, Bella Brisa Apartments. To the south of the site is vacant undeveloped land. To the west of the site is single family residential use and mixed residential uses.

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

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

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

COMMITTEE RECOMMENDATION

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

STAFF RECOMMENDATION

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

1. While the proposed zone change is not in conformance with the Comprehensive Plan's designation as Low Density Residential (R-1, R-1-MH, R-1A, R-1B, R-s, B-1R, and R-O with exceptions*), this is not anticipated to have a negative impact in the surrounding area or neighborhood.
2. The property complies with the R-2 zoning minimum lot area requirements of 1,200 square feet per dwelling unit, plus 400 square feet for the second and each additional bedroom as per the Land Development Code, Section 24.77.1, Dimensional Standards.
3. The proposed use is compatible with the surrounding residential and commercial uses in the area.

Staff **supports** the application.

R-2. The purpose of the R-2 (Multi-Family Residential District) is to provide an area for higher density residential uses 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 similar uses within the vicinity of the site.

Would this change create an isolated zoning district unrelated to surrounding districts?
As the zone change does create an isolated district, there are residential uses adjacent to the property.

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

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The existing R-1 zone does not allow for multi-family residential uses as intended by the applicant.

Fiscal Impact

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

Attachments

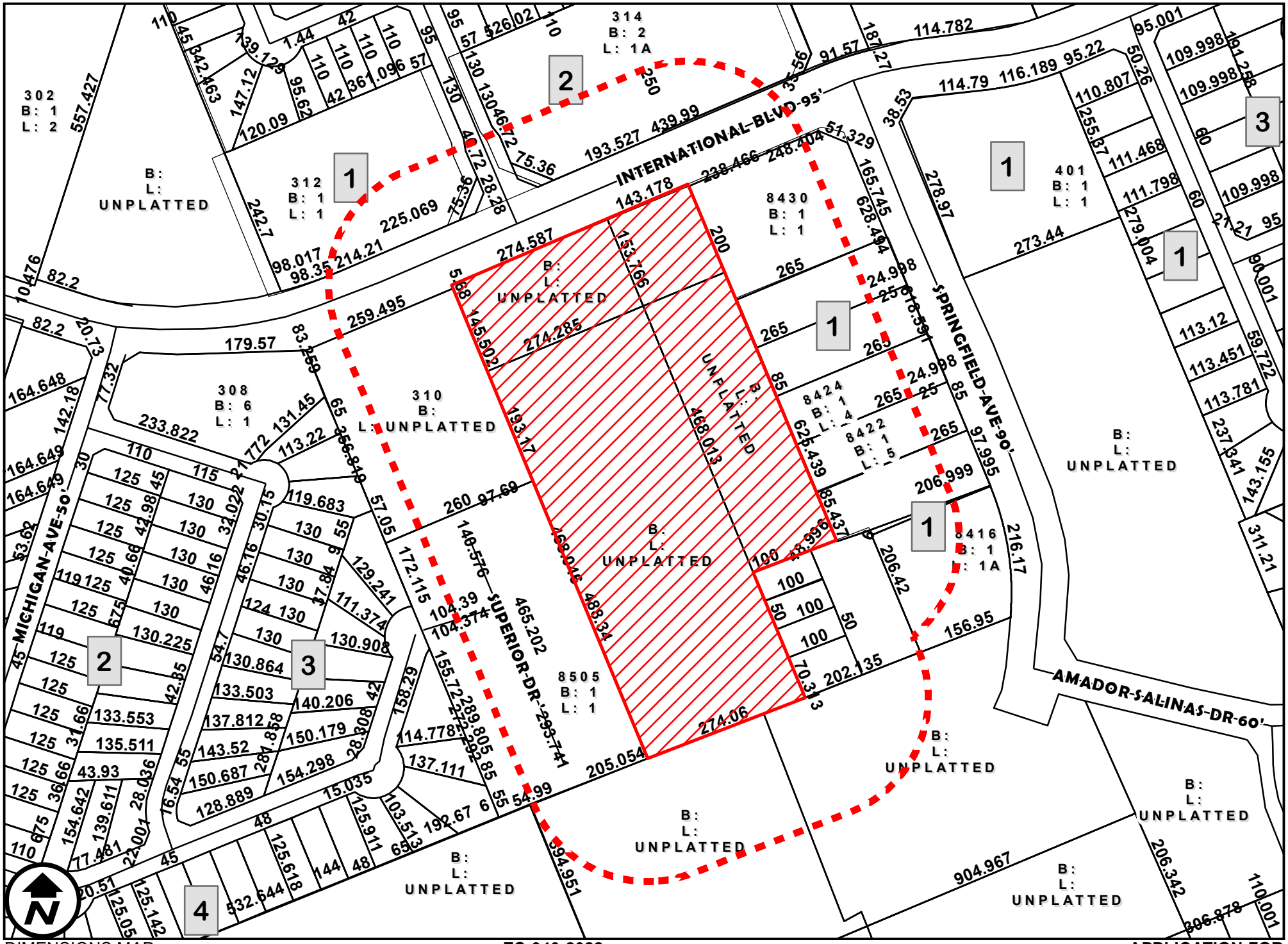
Maps
Survey
Site Plan
Ordinance - Draft

AERIAL MAP

1 inch = 200 feet

ZC-040-2022
COUNCIL DISTRICT 7
SOUTH OF INTERNATIONAL BOULEVARD AND WEST OF SPRINGFIELD AVENUE.

APPLICATION FOR
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
R-2 (MULTI-FAMILY DISTRICT)



DIMENSIONS MAP

1 inch = 200 feet

ZC-040-2022

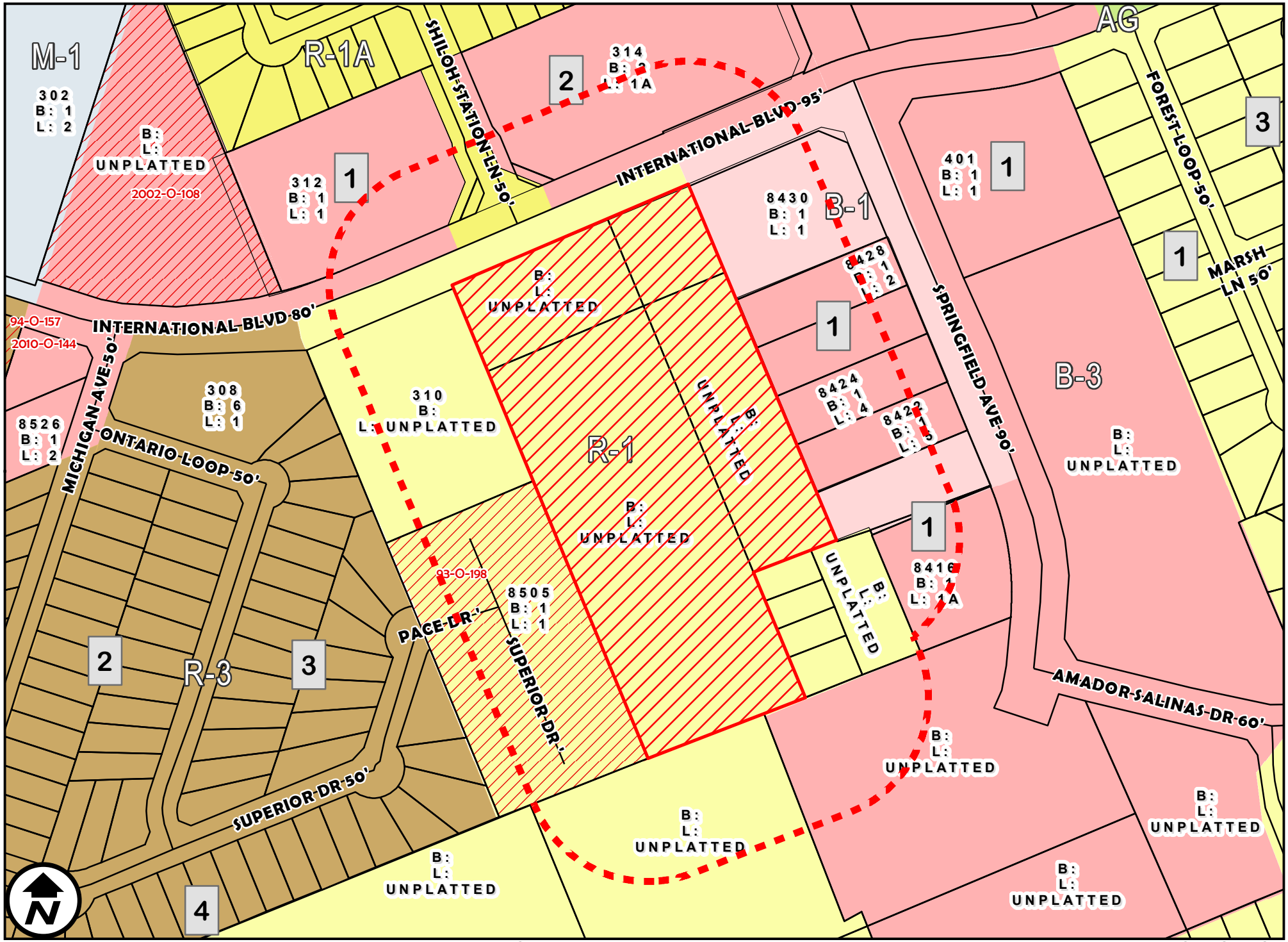
COUNCIL DISTRICT 7

SOUTH OF INTERNATIONAL BOULEVARD AND WEST OF SPRINGFIELD AVENUE.

APPLICATION FOR

R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO

R-2 (MULTI-FAMILY DISTRICT)



ZONING MAP

1 inch = 200 feet

ZC-040-2022

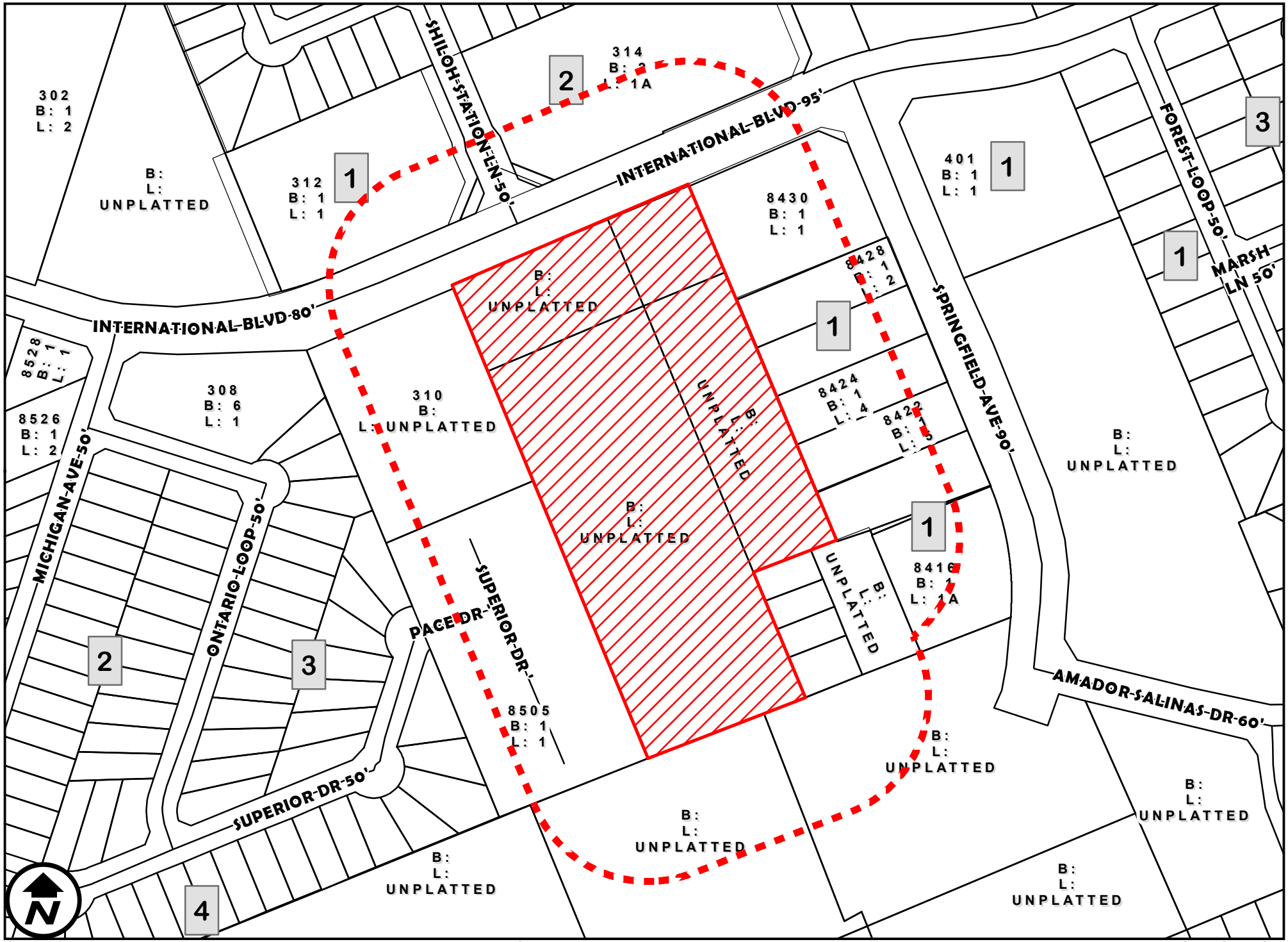
COUNCIL DISTRICT 7

SOUTH OF INTERNATIONAL BOULEVARD AND WEST OF SPRINGFIELD AVENUE.

APPLICATION FOR

R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO

R-2 (MULTI-FAMILY DISTRICT)



SURVEY MAP

1 inch = 200 feet

ZC-040-2022

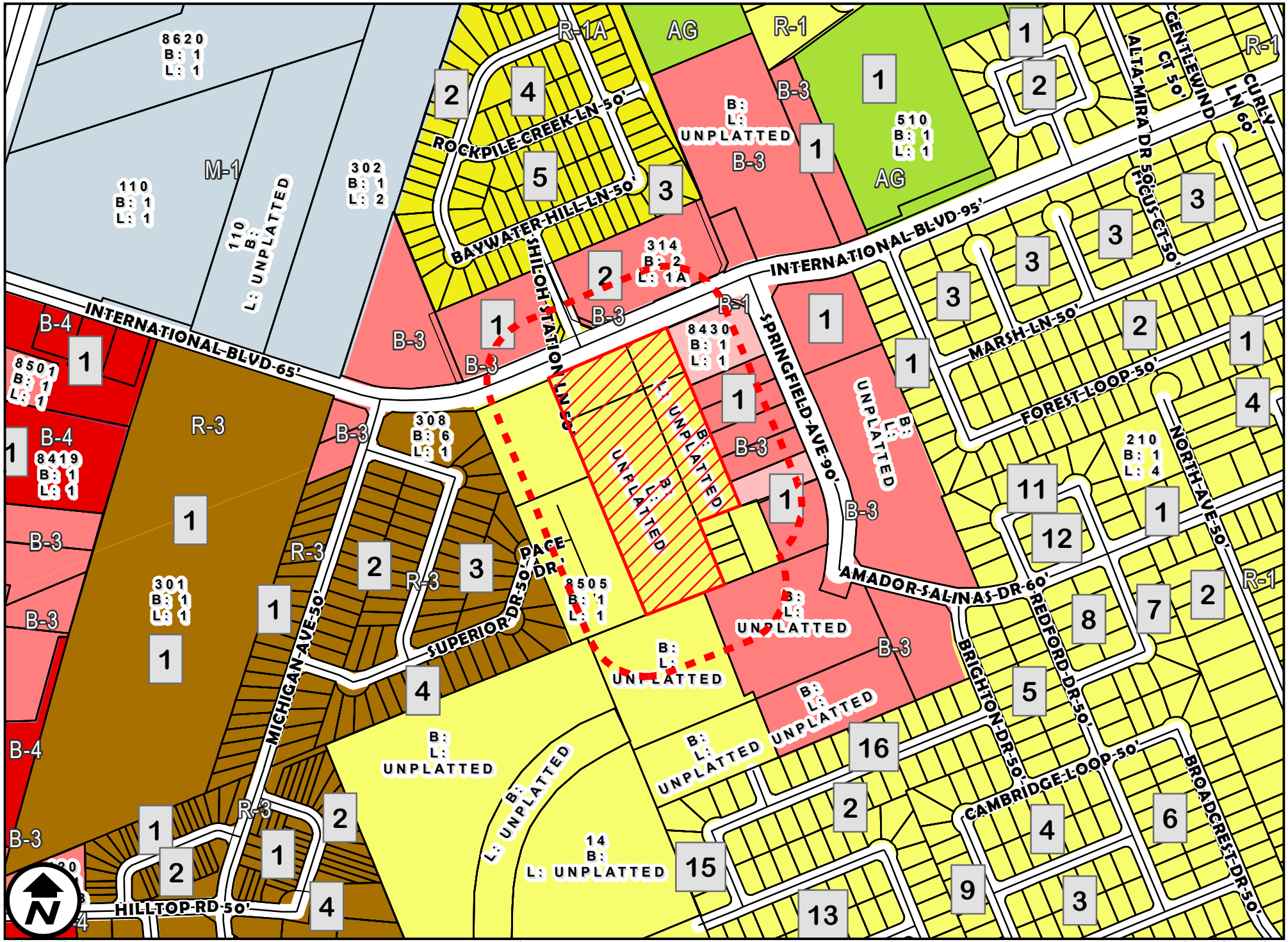
COUNCIL DISTRICT 7

SOUTH OF INTERNATIONAL BOULEVARD AND WEST OF SPRINGFIELD AVENUE.

APPLICATION FOR

R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO

R-2 (MULTI-FAMILY DISTRICT)



ZONING OVERVIEW

1 inch = 400 feet

ZC-040-2022

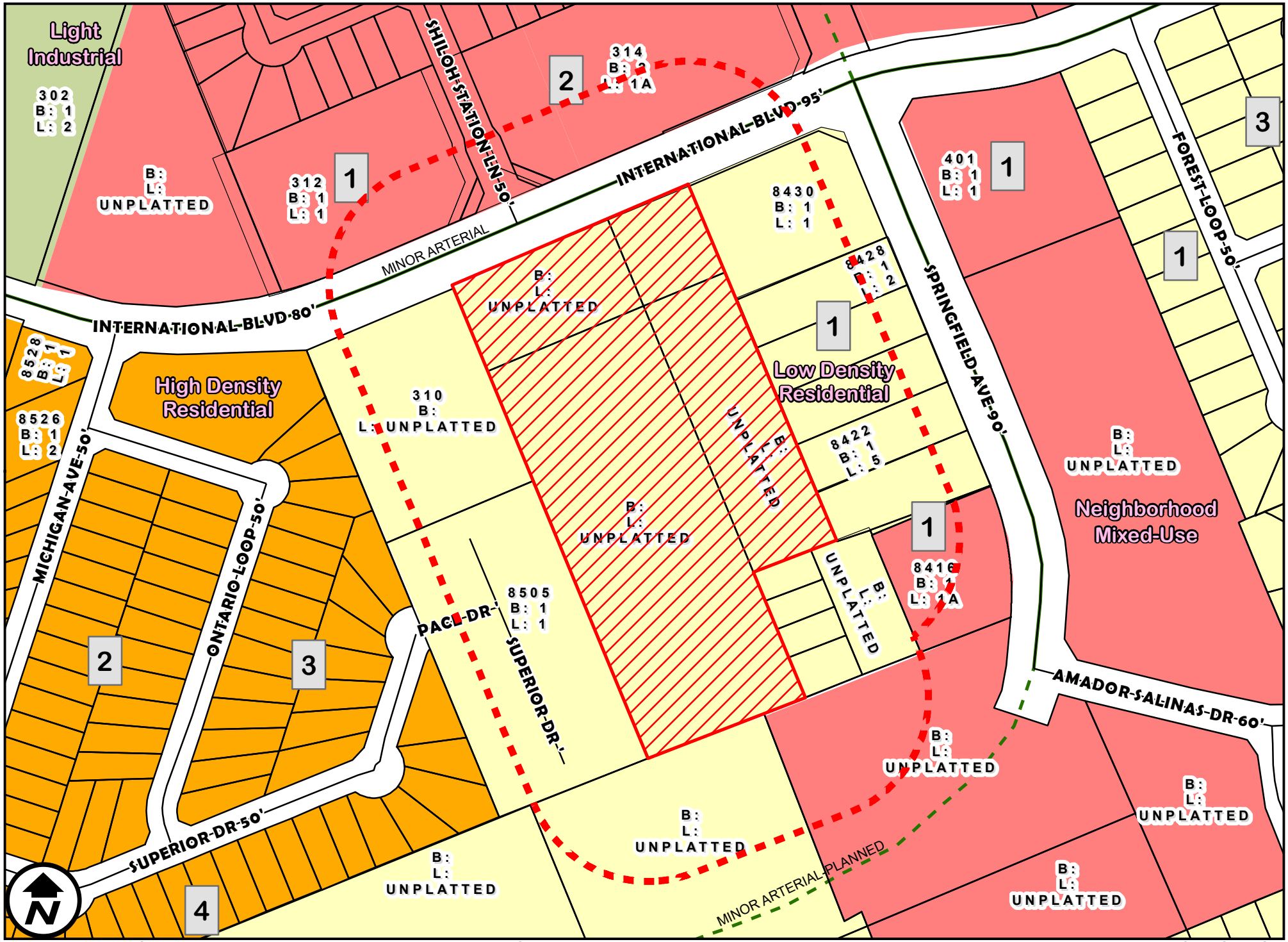
COUNCIL DISTRICT 7

SOUTH OF INTERNATIONAL BOULEVARD AND WEST OF SPRINGFIELD AVENUE.

APPLICATION FOR

R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO

R-2 (MULTI-FAMILY DISTRICT)

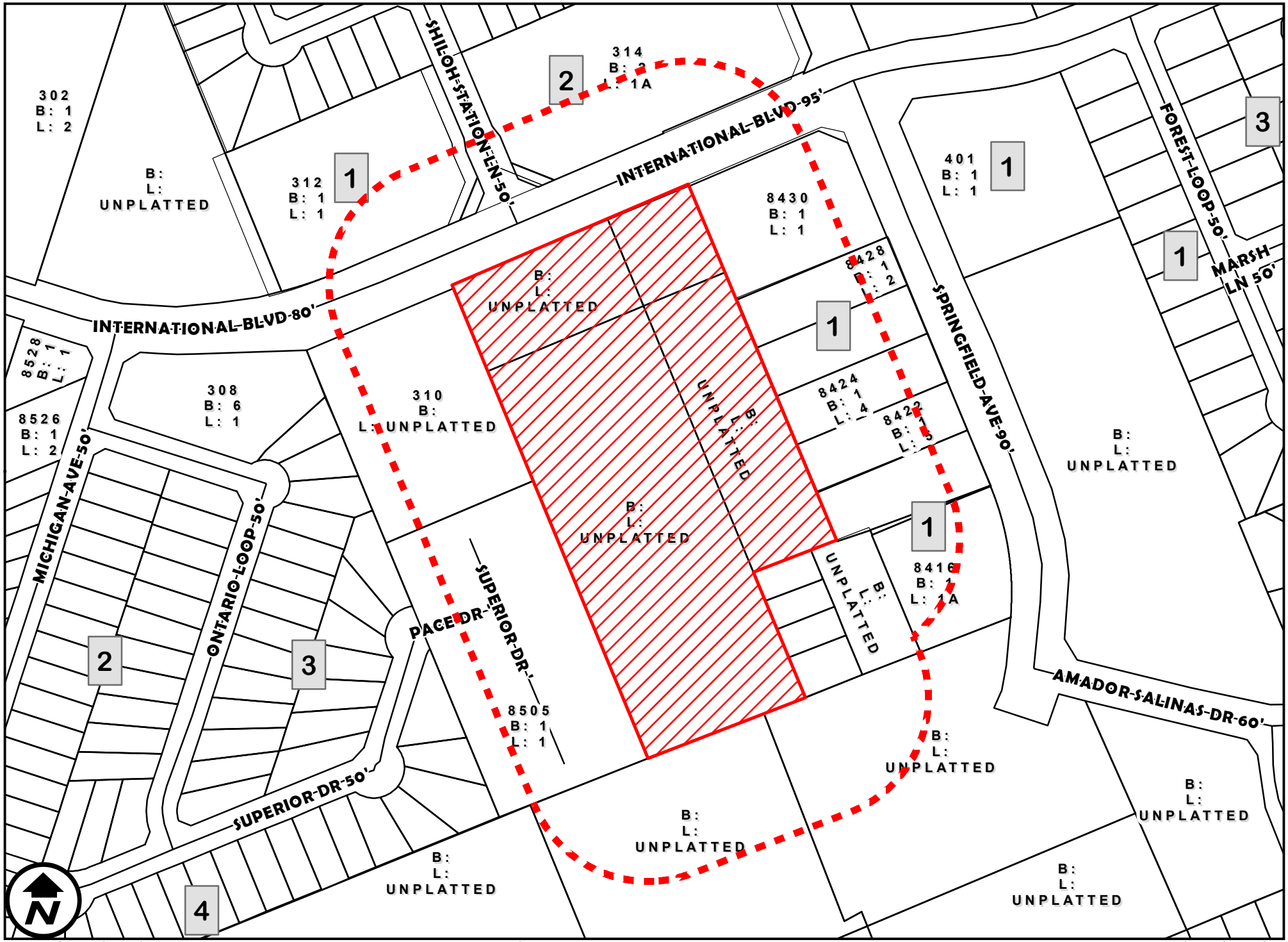


FUTURE LANDUSE

1 inch = 200 feet

ZC-040-2022
COUNCIL DISTRICT 7
SOUTH OF INTERNATIONAL BOULEVARD AND WEST OF SPRINGFIELD AVENUE.

APPLICATION FOR
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
R-2 (MULTI-FAMILY DISTRICT)



200' NOTIFICATION

1 inch = 200 feet

ZC-040-2022

COUNCIL DISTRICT 7

SOUTH OF INTERNATIONAL BOULEVARD AND WEST OF SPRINGFIELD AVENUE.

APPLICATION FOR

R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO

R-2 (MULTI-FAMILY DISTRICT)

State of Texas
County of Webb

Job Number: 2102001
Date: 2/9/2021

7.2852 Acres

Metes and Bounds Description

BEING a 7.2852 acre tract of land situated in the Toribio Rodrigues Survey, Abstract No. 268, Webb County, Texas, being all that certain called 7.2833 acre tract of land described as Tract I in deed to Springfield Investments, LLC, as recorded in Document No. 1345278, of the Official Public Records of Webb County, Texas (O.P.R.W.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod found (Y = 17,100,345.36', X = 662,187.51') marking the common north corner of said called 7.2833 acre tract and that certain called 2.0 acre tract of land described in deed to Mark A. Connelly and wife, Eva J. Connelly, as recorded in Document No. 438870, O.P.R.W.C.T., being on the south line of International Blvd. (a 95-foot wide right-of-way);

THENCE North 66°56'03" East, along said south line, a distance of 417.17 feet to a 5/8-inch iron rod found marking the common north corner of said called 7.2833 acre tract and Lot 1, Block 1, of Springfield Crossing, Unit 1, as recorded in Volume 36, Page 43, of the Map Records of Webb County, Texas (M.R.W.C.T.);

THENCE South 22°36'37" East, along the common line of said called 7.2833 acre tract and said Block 1, a distance of 625.40 feet to a 1/2-inch iron rod found marking the common south corner of said called 7.2833 acre tract and said Block 1, being on the north line of that certain tract of land described in deed to Arangelio Flores and wife, Olga Flores, as recorded in Volume 595, Page 401, of the Deed Records of Webb County, Texas (D.R.W.C.T.);

THENCE South 71°42'46" West, passing at a distance of 44.86 feet a 1/2-inch iron rod found marking the northeast corner of that certain called 0.1148 acre tract of land described in deed to Juan Manuel Carreon and Linda Carreon, as recorded in Document No. 1083287, O.P.R.W.C.T., and continuing a total distance of 145.06 feet to a 1.5-inch iron pipe found marking the northwest corner of said called 0.1148 acre tract and the interior ell corner of said called 7.2833 acre tract;

THENCE South 22°30'04" East, a distance of 224.60 feet to a 1/2-inch iron rod found marking the common south corner of said called 7.2833 acre tract and that certain called 0.1623 acre tract of land described in deed to Arangelio Flores and wife, Olga Flores, as recorded in Document No. 929168, O.P.R.W.C.T., being on the north line of that certain called 8.00 acre tract of land described as Tract 7 in deed to Chi-Town Connection, LTD., as recorded in Volume 611, Page 93, O.P.R.W.C.T.;

THENCE South 68°54'26" West, along the common line of said called 7.2833 acre and 8.00 acre tracts, a distance of 274.02 feet to a 1/2-inch iron rod found marking the common south corner of said called 7.2833 acre tract and Lot 1, Block 1, Rolling Meadows Park, as recorded in Volume 14, Page 68, M.R.W.C.T.;

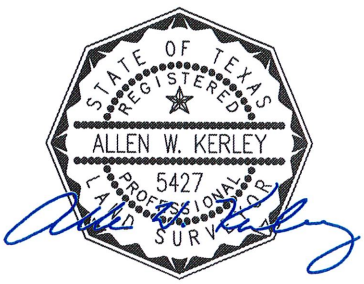
THENCE North 22°28'41" West, a distance of 822.87 feet to a pk nail found in a fence corner post marking an angle point in the common line of said called 7.2833 acre tract and aforesaid called 2.0 acre tract;

THENCE North 23°07'10" West, a distance of 5.63 feet to the **POINT OF BEGINNING** and containing 7.2852 acres (317,342 square feet) of land.

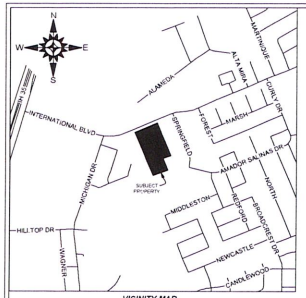
Coordinates and bearings are based on NAD83 (2011), Texas South Zone.
All distances are U.S. Survey Feet (grid).

Prepared By:

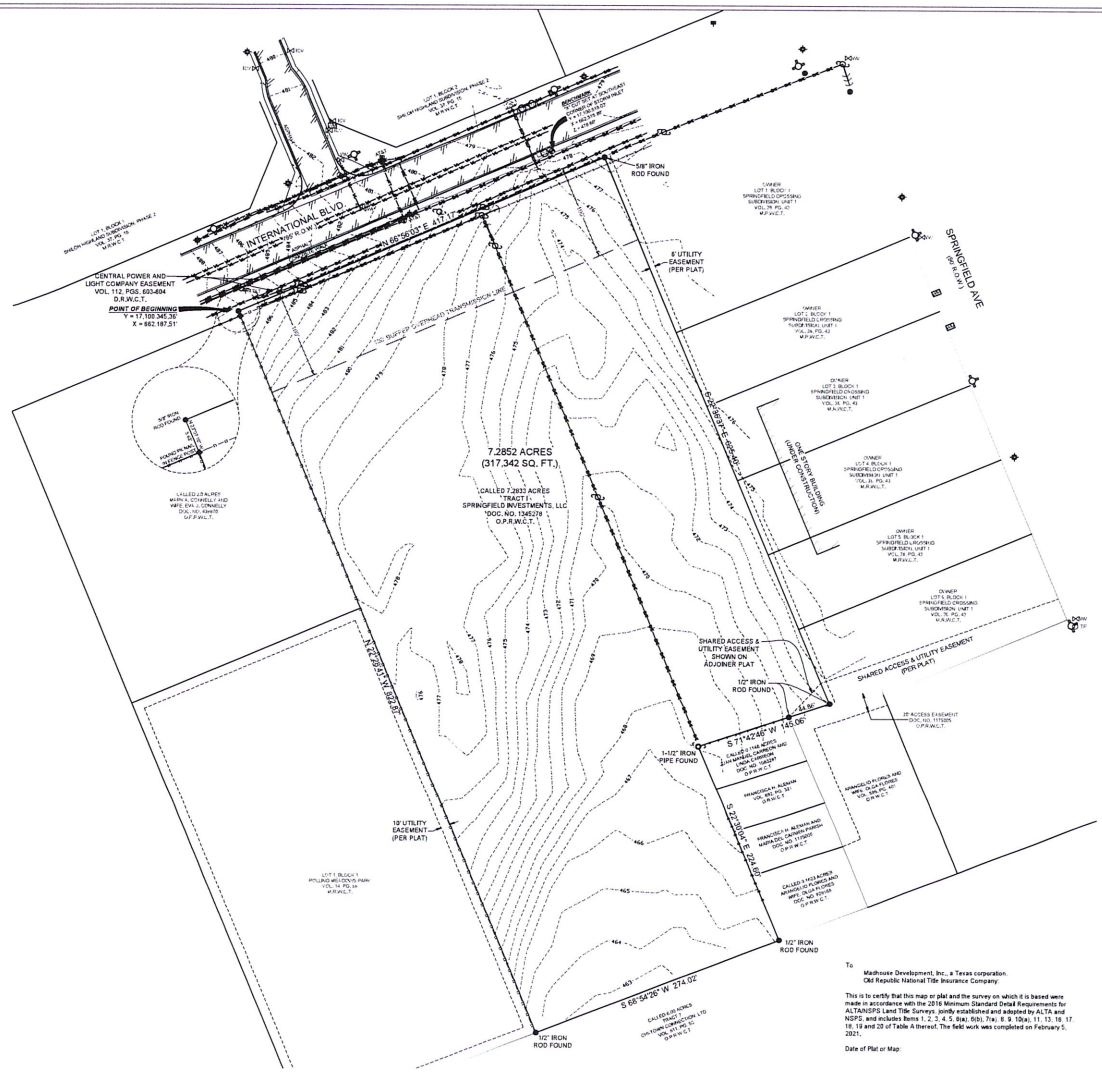
Frontier Surveying Company
710 Buffalo Street, Suite 700
Corpus Christi, TX 78401
Texas Firm Registration No. 10082900



Registered Professional Land Surveyor
Allen W. Kerley, R.P.L.S. No. 5427



VICINITY MAP
(1" = 1000')



LEGEND

- WIRE FENCE
- WROUGHT IRON FENCE
- CHAIN LINK FENCE
- OVERHEAD ELECTRIC LINE
- UNDERGROUND ELECTRIC LINE
- GAS LINE
- AT&T LINE
- REINFORCED CONCRETE PIPE
- STORM SEWER LINE
- CONCRETE
- ASPHALT ROAD EDGE
- LIGHT POLE
- UTILITY POLE
- GUY WIRE
- PIPELINE MARKER
- STORM SEWER MANHOLE
- AT&T MARKER
- TP TELEPHONE PEDESTAL
- COMMUNICATION MANHOLE
- FIRE HYDRANT
- WV WATER VALVE
- IRV IRRIGATION CONTROL VALVE
- WM WATER METER

METES AND BOUNDS DESCRIPTION:

BEING a 7.2852 acre tract of land situated in the Toribio Rodriguez Survey, Abstract No. 288, Webb County, Texas, being **all** that certain called 7.2833 acre tract of land described as Tract I in deed to **Springfield** Investments, LLC, as recorded in Document No. 1345278, of the Official Public Records of Webb County, Texas (O.P.R.W.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod found (Y = 17,100,345.36', X = 662,187.51') marking the common north corner of said called 7.2833 acre tract and that certain called 2.0 acre tract of land described in deed to Mark A. Connelly and wife, Eva J. Connelly, as recorded in Document No. 434670, O.P.R.W.C.T., being on the south line of International Blvd. (a 95-foot wide right-of-way);

THENCE North 66°56'03" East, along said south line, a distance of 417.17 feet to a 5/8-inch iron rod found marking the common north corner of said called 7.2833 acre tract and Lot 1, Block 1, of Springfield Crossing, Unit 1, as recorded in Volume 38, Page 43, of the Map Records of Webb County, Texas (M.R.W.C.T.);

THENCE South 22°36'37" East, along the common line of said called 7.2833 acre tract and said Block 1, a distance of 625.40 feet to a 1/2-inch iron rod found marking the common south corner of said called 7.2833 acre tract and said Block 1, being on the north line of that certain tract of land described in deed to Arangelio Flores and wife, Olga Flores, as recorded in Volume 595, Page 401, of the Deed Records of Webb County, Texas (D.R.W.C.T.);

THENCE South 71°42'46" West, passing at a distance of 44.86 feet a 1/2-inch iron rod found marking the northeast corner of that certain called 0.1149 acre tract of land described in deed to Juan Manuel Carreon and Linda Carreon, as recorded in Document No. 1083287, O.P.R.W.C.T., and continuing a total distance of 145.06 feet to a 1.5-inch iron pipe found marking the northwest corner of said called 0.1149 acre tract and the interior **ell** corner of said called 7.2833 acre tract;

THENCE South 22°29'04" East, a distance of 224.60 feet to a 1/2-inch iron rod found marking the common south corner of said called 7.2833 acre tract and that certain called 0.1623 acre tract of land described in deed to Arangelio Flores and wife, Olga Flores, as recorded in Document No. 925168, O.P.R.W.C.T., being on the north line of that certain called 8.00 acre tract of land described as Tract 7 in deed to Chi-Town Connection, LTD., as recorded in Volume 611, Page 93, O.P.R.W.C.T.;

THENCE South 68°54'26" West, along the common line of said called 7.2833 acre and 8.00 acre tracts, a distance of 274.02 feet to a 1/2-inch iron rod found marking the common south corner of said called 7.2833 acre tract and Lot 1, Block 1, Rolling Meadows Park, as recorded in Volume 14, Page 68, M.R.W.C.T.;

THENCE North 22°28'41" West, a distance of 822.87 feet to a pk nail found in a fence corner post marking an angle point in the common line of said called 7.2833 acre tract and aforesaid called 2.0 acre tract;

THENCE North 23°07'10" West, a distance of 5.63 feet to the **POINT OF BEGINNING** and containing 7.2852 acres (317,342 square feet) of land.

To
Madhouse Development, Inc., a Texas corporation.
Old Republic National Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 8(a), 8(b), 7(a), 8, 9, 10(a), 11, 13, 16, 17, 18, 19 and 20 of Table A thereof. The field work was completed on February 5, 2021.

Date of Plat or Map:

TITLE COMMITMENT SCHEDULE B EXCEPTIONS:

(10.1)-**All** leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed. **(STANDARD EXCEPTION)**

(10.2)-Easement Agreement dated June 29, 1998 executed by Leopoldo Garza Benavides to Chi-Town Connection, Ltd. and recorded in Volume 852, pages 274-275, Webb County Official Records. **(DOES NOT AFFECT; LOCATED WITHIN SPRINGFIELD AVE)**

(10.3)-Letter Agreement concerning discharge of post-development storm water dated June 4, 2018 and as recorded in Volume 4506, pages 782-784, Webb County Official Records.

(10.4)-Easements shown on survey dated 09/27/2019 prepared by Wayne Nance, RPLS No. 6235 as in deed to Springfield Investments, LLC, a Texas limited liability company, as recorded in Document No. 1345278, Vol. 4599 Page 602, Official Public Records, Webb County, Texas.

TITLE COMMITMENT SCHEDULE C:

(5.i)-Easement and Right of Way dated January 21, 1930 executed by Fidel Salinas to Central Power and Light Co. and recorded in Volume 112, page 601-604, Webb County Deed Records. **(VOL. 112, PGS. 601-602 DOES NOT AFFECT; VOL. 112, PGS. 603-604 DOES AFFECT; SHOWN)**

(5.ii)-Right of Way dated June 1, 1955 executed by Leopoldo Salinas to Central Power and Light Co. and recorded in Volume 241, pages 390-391, Webb County Deed Records. **(MAY BE SUBJECT TO, 2 POLES FOR EASEMENT LOCATION NOT DESCRIBED)**

(5.iii)-Easement and Right of Way dated May 1, 1979 executed by Antonia S. Martinez to Central Power and Light Co. and recorded in Volume 588, pages 370-371, Webb County Deed Records. **(DOES AFFECT, BLANKET EASEMENT)**

(5.iv)-Easement dated May 1, 1979 executed by Leopoldo Salinas to Central Power and Light Co. and recorded in Volume 588, pages 372-373, Webb County Deed Records. **(DOES AFFECT, BLANKET EASEMENT)**

(5.v)-Easement and Right of Way dated June 4, 1981 executed by Leopoldo Salinas to Central Power and Light Co. and recorded in Volume 668, pages 425-426, Webb County Deed Records. **(DOES AFFECT, BLANKET EASEMENT)**

(5.vi)-Easement dated September 8, 1982 executed by Leopoldo Salinas to Central Power and Light Co. and recorded in Volume 713, pages 261-262, Webb County Deed Records. **(DOES NOT AFFECT)**

(5.vii)-Easement dated August 5, 1982 executed by Leopoldo Salinas, Jr., et al to Southwestern Bell Telephone Co. and recorded in Volume 1036, pages 53-62 and pages 54-55, Webb County Real Property Records. **(MAY BE SUBJECT TO, 20-FOOT WIDE EASEMENT LOCATION NOT DESCRIBED)**

(5.viii)-Easement as set forth in Deed dated January 1, 1991 executed by Leopoldo Salinas, Jr., et ux to Leopoldo Garza Benavides and recorded in Volume 1463, pages 149-153, Webb County Real Property Records. **(DOCUMENT IS WARRANTY DEED AND DOES NOT CREATE AN EASEMENT)**

(5.ix)-Easement dated January 28, 1992 executed by Leopoldo Garza Benavides to City of Laredo and recorded in Volume 90, page 3-4, and pages 5-7, Webb County Official Records. **(DOES NOT AFFECT, EASEMENT COVERS WATER LINES IN PUBLIC RIGHT-OF-WAY ALONG INTERNATIONAL BLVD.)**

NOTES

1. Coordinates and bearings are based on NAD83 (2011), Texas South Zone. All distances are U.S. Survey Feet (grid).
2. Contour interval equals one-foot (ground survey). Vertical datum is NAVD88.
3. The subject property DOES NOT appear to lie within the limits of a 100-Year Flood Hazard Zone according to the Map published by the Federal Emergency Management Agency, and has a Zone "X" Rating (unshaded) as shown by Map No. 48479C1295C, dated April 2, 2008. Zone "X" (unshaded) is defined as "Areas determined to be outside the 0.2% annual chance floodplain."
4. Title Commitment issued by Old Republic National Title Insurance Company, G.F. No. 2190139-COM, effective date January 4, 2021, at 8:00 am.
5. No evidence of an existing building was observed while conducting fieldwork.
6. No evidence of an address was observed while conducting fieldwork.
7. No evidence was observed that this property is used as a solid waste dump, sump or sanitary landfill while conducting fieldwork.
8. No evidence was observed of recent earth moving work, building construction, or building additions while conducting fieldwork.
9. No markers were observed for delineation of wetlands while conducting fieldwork.
10. No zoning report or letter was provided to the surveyor. Subject property is classified as Zone "R-1" (Single Family Residential) according to City of Laredo GIS website, obtained by the surveyor on February 9, 2021.
11. No evidence was observed of marked parking spaces while conducting fieldwork.
12. The subject property shares no party walls or divisions of structures with the adjoining properties.
13. Utilities shown are based on surveyed locations and markings, if any, provided by Texas 811.

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

FRONTIER
SURVEYING COMPANY
WWW.FRONTIERGROUP-CONSULT.COM
TBPELS FIRM NO. 10087200
1110 PALM BLVD., SUITE 102
LAREDO, TEXAS 78041
OFFICE: (361) 691-4544

ALTA/NSPS LAND TITLE SURVEY

Being a 7.2852 acre tract of land situated in the Toribio Rodriguez Survey, Abstract No. 288, Webb County, Texas, being **all** that certain called 7.2833 acre tract of land described as Tract I in deed to Springfield Investments, LLC, as recorded in Document No. 1345278 of the Official Public Records of Webb County, Texas

Job Number	2102001	Scale	1" = 60'
Field Date	2/5/21	Drawn by	CWB
Field Technic	DR	Office Technic	MT
Drawing Date	2/9/2021	Revision	

PARKING CALCULATIONS PER CITY REQ.:

39 UNITS @ 1.5 PER UNIT	= 59
60 UNITS @ 2 PER UNIT	= 120
1 PER 4 UNITS GUEST PKNG.	= 25
TOTAL PARKING REQUIRED	= 204
TOTAL PARKING PROVIDED	= 212
OPEN SPACES PROVIDED	= 204
CARPORT SPACES PROVIDED	= 8
HC PARKING REQUIRED	= 10
HC PARKING PROVIDED	= 11
VAN ACCESSIBLE PROVIDED	= 4
CARPORT SPACES PROVIDED	= 1

UNIT MATRIX:

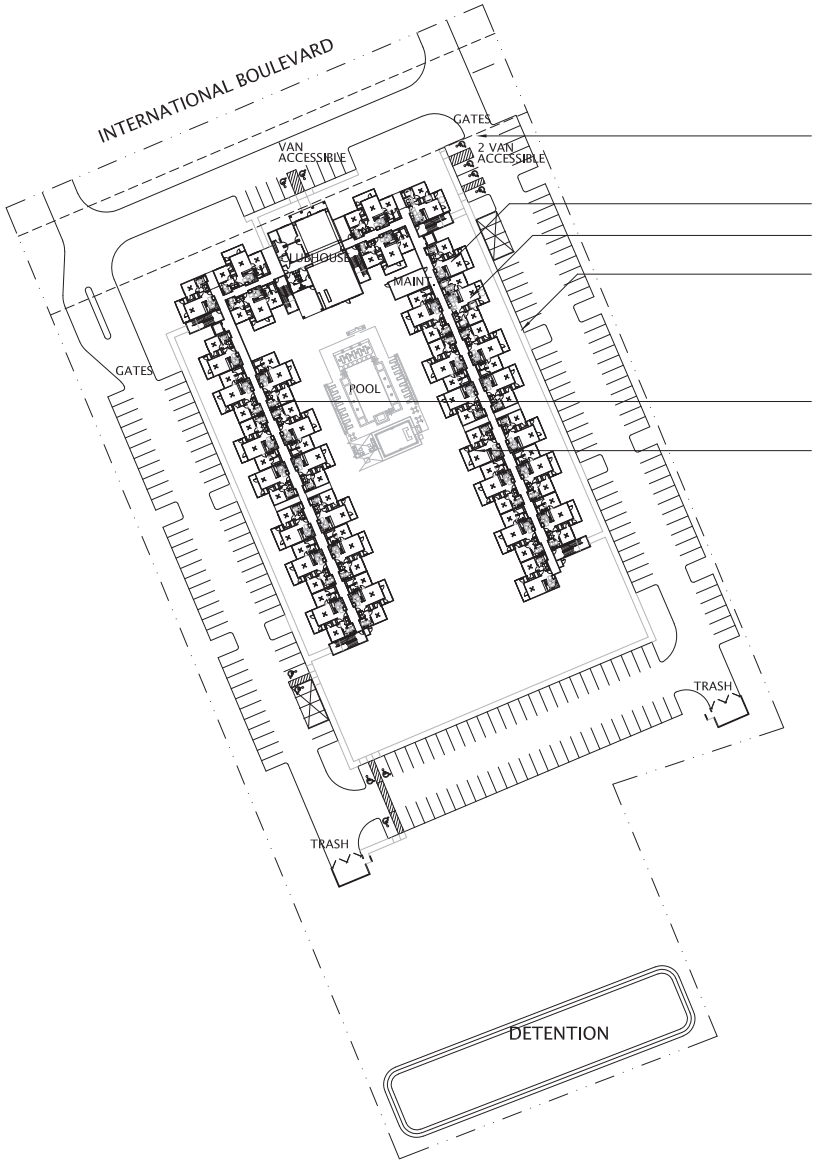
TYPE	BR/BA	#	NRA
A	1/1	36	675 SQ. FT.
A-HC	1/1	2	681 SQ. FT.
A-ALT.	1/1	1	681 SQ. FT.
B	2/2	57	933 SQ. FT.
B-HC	2/2	3	956 SQ. FT.

BUILDING MATRIX:

TYPE	#	FLOORS	UNIT MIX
1	1	3	39 1/1 AND 60 2/2

BUILDING COMMON AREAS:

CLUBHOUSE	4,113 SQ. FT.
ELEVATORS	492 SQ. FT.
LAUNDRY	188 SQ. FT.
MAIL/PARCELS	205 SQ. FT.
RESIDENT SVCES.	479 SQ. FT.
FITNESS CENTER	479 SQ. FT.
MAINTENANCE	479 SQ. FT.
BREEZEWAYS	15,018 SQ. FT.
STAIRS	5,316 SQ. FT.



NDA	AVANTI LEGACY ROSEWOOD	06/21
E1	SITE PLAN - 7.2852 ACRES	SCALE: 1"= 150'

ORDINANCE NO. 2022-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING OF APPROXIMATELY 7.2852 ACRES TRACT OF LAND, SITUATED IN THE TORIBIO RODRIGUES SURVEY, ABSTRACT NUMBER 268, WEBB COUNTY TEXAS, BEING ALL THAT CERTAIN CALLED 7.2833 ACRES TRACT OF LAND DESCRIBED AS TRACT I IN DEED TO SPRINGFIELD INVESTMENTS, LIMITED LIABILITY COMPANY, AS RECORDED IN DOCUMENT NUMBER 1345278, OF THE OFFICIAL PUBLIC RECORDS OF WEBB COUNTY, TEXAS, LOCATED AT SOUTH OF INTERNATIONAL BOULEVARD AND WEST OF SPRINGFIELD AVENUE, FROM R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO R-2 (MULTI-FAMILY RESIDENTIAL DISTRICT) PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of approximately 7.2852 acres tract of land, situated in the Toribio Rodrigues Survey, Abstract Number 268, Webb County Texas, being all that certain called 7.2833 acres tract of land described as Tract I in deed to Springfield Investments, Limited Liability Company, as recorded in Document Number 1345278, of the Official Public Records of Webb County, Texas, located at South of International Boulevard and West of Springfield Avenue, from R-1 (Single Family Residential District) to R-2 (Multi-Family Residential District) and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on June 16, 2022, 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 18, 2022 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo is hereby amended by rezoning of approximately 7.2852 acres tract of land, situated in the Toribio Rodrigues Survey, Abstract Number 268, Webb County Texas, being all that certain called 7.2833 acres tract of land described as Tract I in deed to Springfield Investments, Limited Liability Company, as recorded in Document Number 1345278, of the Official Public Records of Webb County, Texas, located at South of International Boulevard and West of Springfield Avenue, from R-1 (Single Family Residential District) to R-2 (Multi-Family Residential District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2022.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ
CITY SECRETARY

APPROVED AS TO FORM:

_____
DAVID H. ARREDONDO
ASSISTANT CITY ATTORNEY

City Council-Regular

Meeting Date: 07/18/2022
Initiated By: Riazul Mia, Assistant City Manager
Initiated By: AKL, LLC, Owner; Ricardo M. Villarreal, Representative

Staff Source: Orlando D. Navarro, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning an approximately 0.84 acre tract of land comprised of that certain tract called to contain 0.66 acres (28,942 square feet), designated as Tract Number 1, and that certain tract called to contain 0.18 acres (7,838 square feet), designated as Tract Number 2, recorded in Volume 2, page 224, plat records, Webb County, Texas, situated in Section Number 799, A-239, City of Laredo, Original Grantee, located south of Saunders Street and east of India Avenue, from B-3 (Community Business District) to B-4 (Highway Commercial District).

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

ZC-053-2022
District IV

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: IV - Cm. Alberto Torres, Jr.

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

Site: The site currently occupies warehouses/commercial buildings.

Surrounding land uses: To the north of the site is Saunders Street and Laredo International Airport. To the east of the site is India Avenue, Store-Ur-Own storage, some residential use, vacant undeveloped land, and Enterprise Rent-A-Car. To the south of the site is Travis Street, India Avenue, Mr. Castillo Paint & Body Collision Repair, some vacant undeveloped land, and residential use. To the west of the site is U-Haul Neighborhood Dealer, R&S Drive Thru convenience store, Cocina Express, Canada Avenue, El Bebo's Snacks, and an auto body shop.

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

Transportation Plan: The Long Range Thoroughfare Plan identifies Saunders Street as an Expressway, but does not identify India Avenue or Travis Street.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

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

COMMITTEE RECOMMENDATION

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

STAFF RECOMMENDATION

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

1. The proposed zone change meets the Laredo Land Development Code location requirement stating that B-4 districts should be located along Major Arterials or a Freeway. Saunders Street is identified as an Expressway on the Thoroughfare Plan.
2. While the proposed zone change is not in conformance with the Comprehensive Plan's designation as Neighborhood Mixed-Use, which does not include B-4 zoning districts, this is not anticipated to have a negative impact in the surrounding area or neighborhood. .
3. The property meets the minimum lot area requirement of 10,000 square feet for B-4 zone districts as per the Laredo Land Development Code, Section 24.77.1 Dimensional Standards. The combined property lot area is about 36,590.4 square feet.
4. The property meets the minimum lot width requirement of 100 feet for B-4 zone districts as per the Laredo Land Development Code, Section 24.77.1 Dimensional Standards. The property lot width is about 140.73 feet.

Staff **supports** the application.

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

Is this change contrary to the established land use pattern?
No. To the north, east, and west of the site is commercial use.

Would this change create an isolated zoning district unrelated to surrounding districts?
No. Across Canada Avenue is a large area of B-4 zoning district, with some B-4 zoning districts across India Avenue and Travis Street.

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

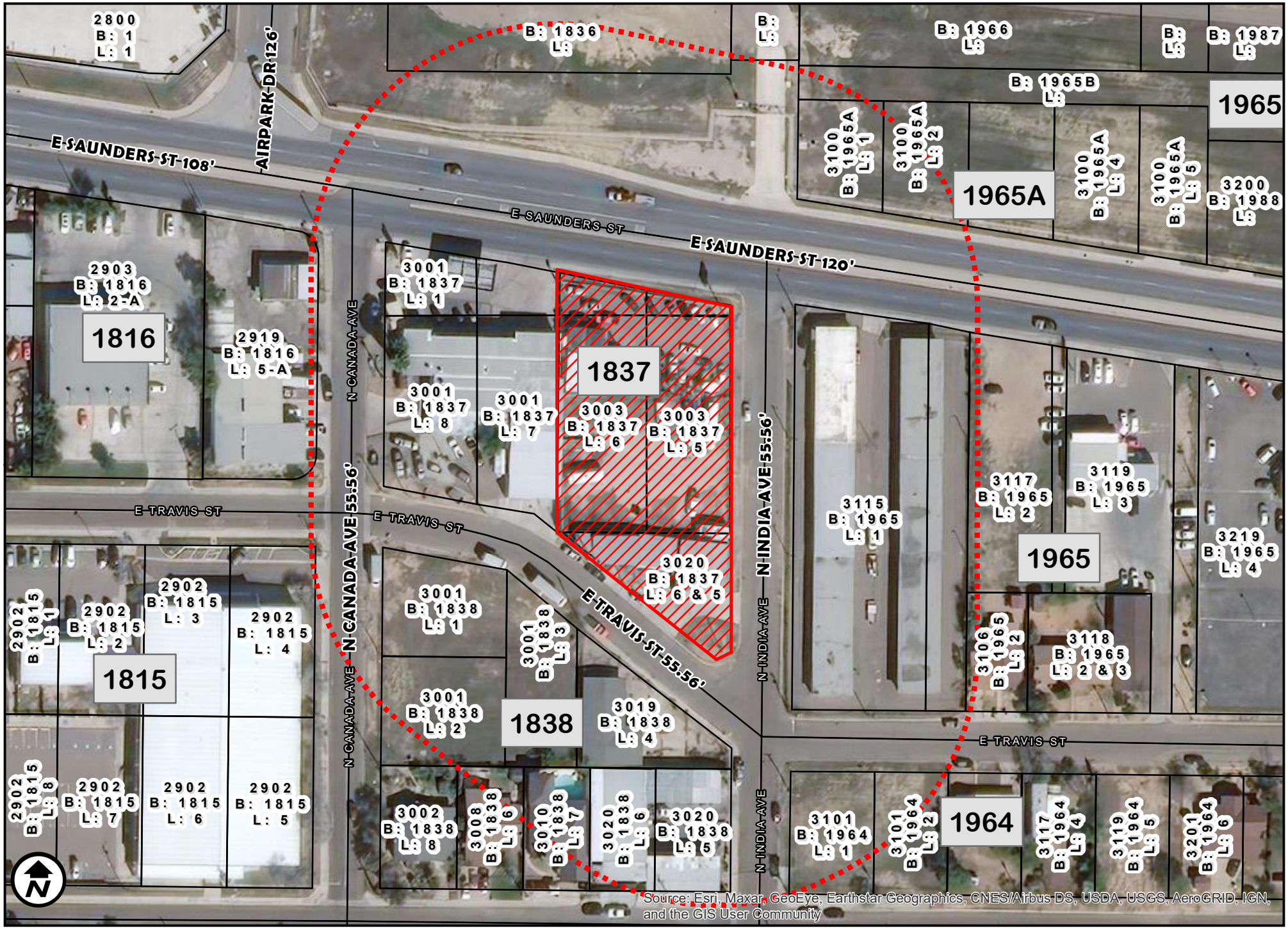
Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes, the existing use of B-3 (Community Business District) does not allow for commercial type uses intended by the applicant. The applicant did not specify the type of commercial use.

Fiscal Impact

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

Attachments

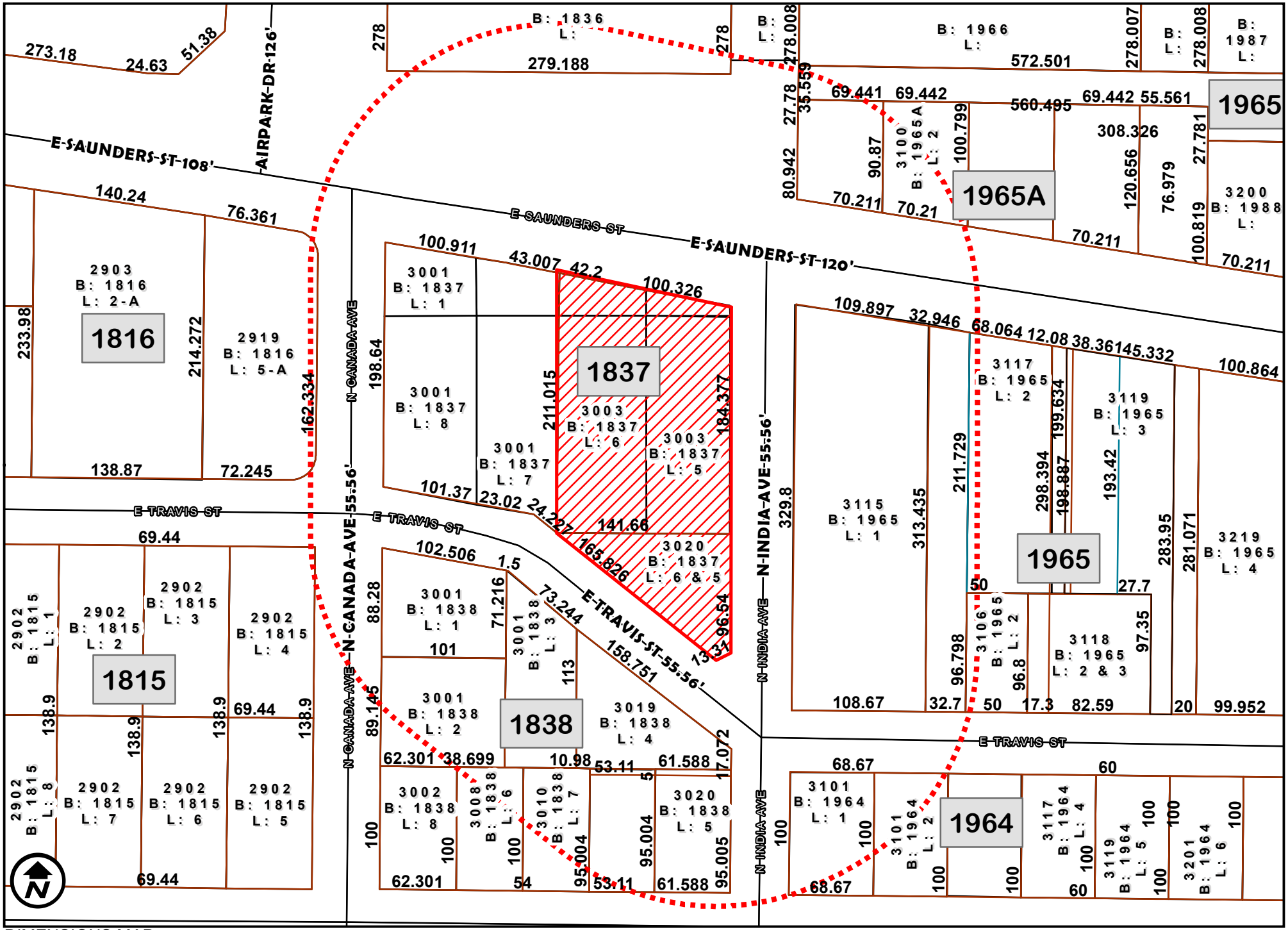
Maps
Survey
Ordinance

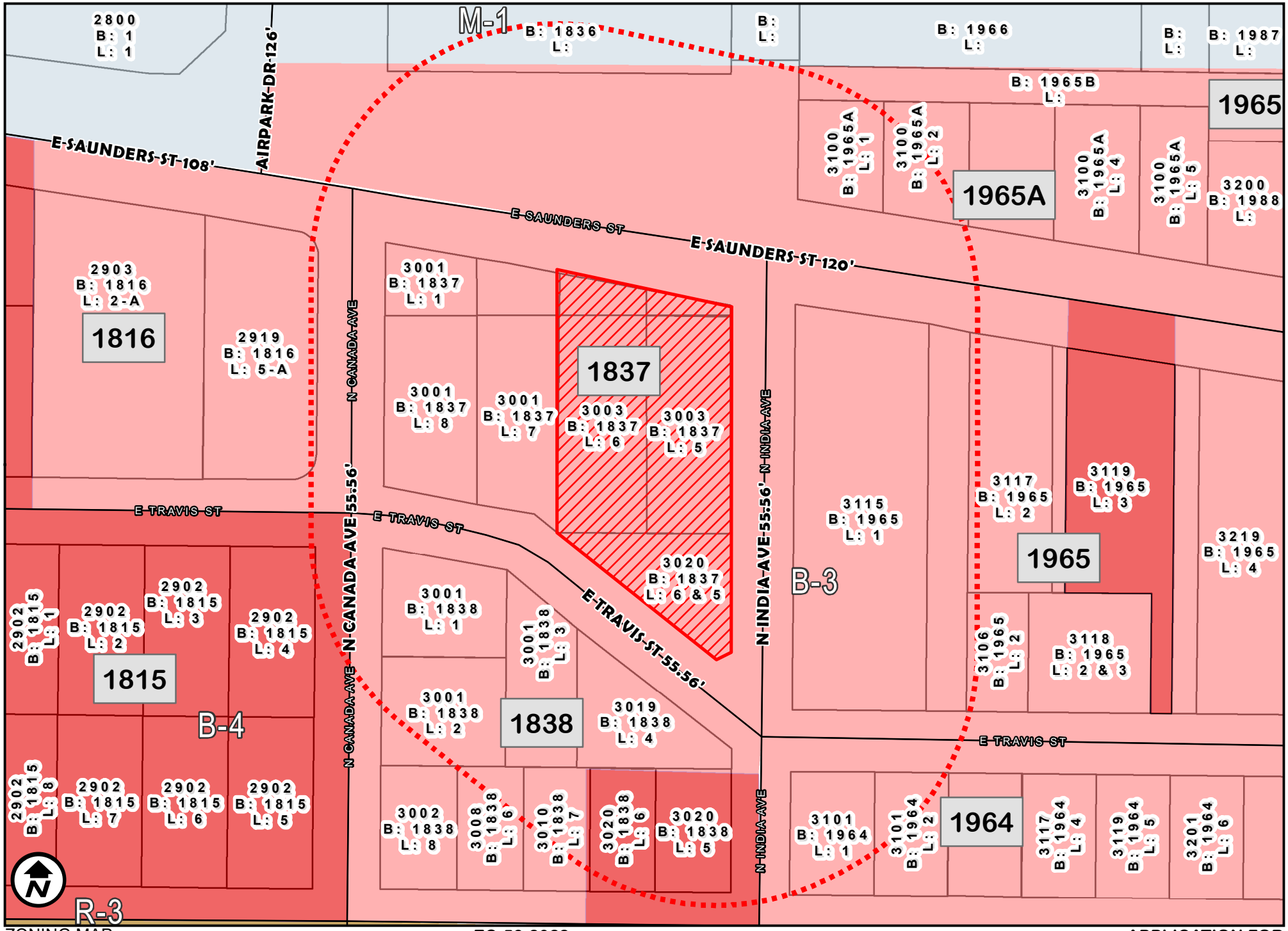


AERIAL MAP
1 inch = 100 feet

ZC-53-2022
COUNCIL DISTRICT 4
SOUTHWEST CORNER OF E. SAUNDERS AND INDIA ST.

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


E-SAUNDERS-ST-108'
AIRPARK-DR-126'
E-SAUNDERS-ST
E-SAUNDERS-ST-120'
N-CANADA-AVE
N-CANADA-AVE-55.56'
N-INDIA-AVE-55.56'
N-INDIA-AVE
E-TRAVIS-ST
E-TRAVIS-ST-55.56'
1816
1837
1965A
1965
1815
1838
1964
2903 B: 1816 L: 2-A
2919 B: 1816 L: 5-A
3001 B: 1837 L: 1
3001 B: 1837 L: 8
3001 B: 1837 L: 7
3003 B: 1837 L: 6
3003 B: 1837 L: 5
3020 B: 1837 L: 6 & 5
3100 B: 1965A L: 2
3200 B: 1988 L:
3115 B: 1965 L: 1
3117 B: 1965 L: 2
3119 B: 1965 L: 3
3106 B: 1965 L: 2
3118 B: 1965 L: 2 & 3
3219 B: 1965 L: 4
2902 B: 1815 L: 1
2902 B: 1815 L: 2
2902 B: 1815 L: 3
2902 B: 1815 L: 4
2902 B: 1815 L: 5
2902 B: 1815 L: 6
2902 B: 1815 L: 7
2902 B: 1815 L: 8
3001 B: 1838 L: 1
3001 B: 1838 L: 2
3001 B: 1838 L: 3
3002 B: 1838 L: 8
3008 B: 1838 L: 6
3010 B: 1838 L: 7
3019 B: 1838 L: 4
3020 B: 1838 L: 5
3101 B: 1964 L: 1
3101 B: 1964 L: 2
3117 B: 1964 L: 4
3119 B: 1964 L: 5
3201 B: 1964 L: 6
B: 1836 L:
B: 1966 L:
B: 1987 L:
B: L:
273.18
24.63
51.38
279.188
572.501
69.441
69.442
560.495
69.442
55.561
308.326
140.24
76.361
233.98
214.272
162.334
138.87
72.245
100.911
43.007
42.2
100.326
198.64
211.015
184.377
101.37
23.02
24.227
141.66
165.826
73.37
96.54
109.897
32.946
68.064
12.08
38.36
145.332
100.864
329.8
313.435
211.729
298.394
199.634
198.887
193.42
283.95
281.071
69.44
102.506
1.5
73.244
158.751
88.28
71.216
101
113
89.145
62.301
38.699
10.98
53.11
61.588
17.072
95.004
95.005
54
108.67
32.7
50
17.3
82.59
20
99.952
97.35
96.798
96.8
68.67
60
100
DIMENSIONS MAP
1 inch = 100 feet
ZC-53-2022
COUNCIL DISTRICT 4
SOUTHWEST CORNER OF E. SAUNDERS AND INDIA ST.
APPLICATION FOR
B-3 (COMMUNITY BUSINESS DISTRICT) TO
B-4 (HIGHWAY COMMERCIAL DISTRICT)

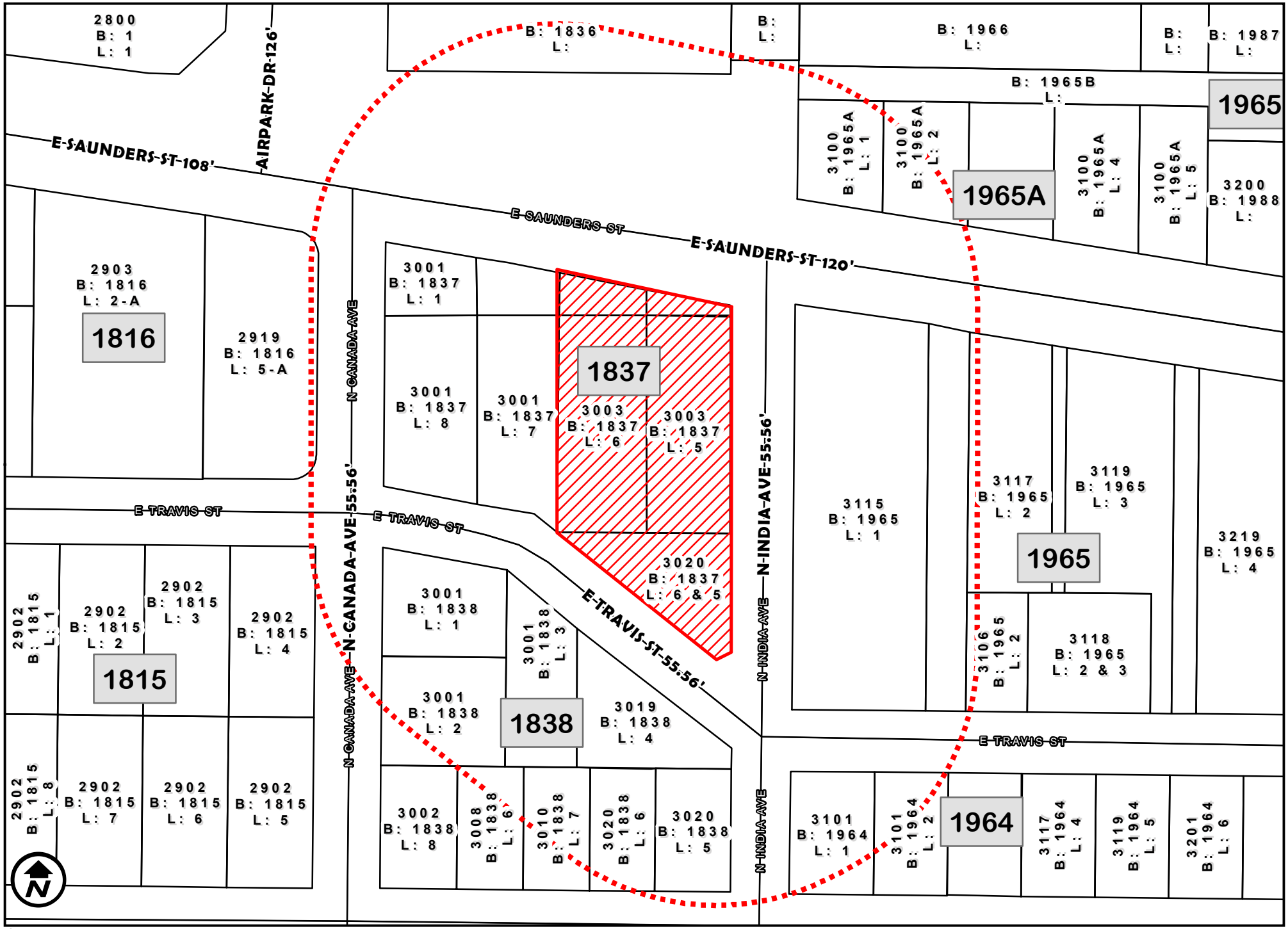


ZONING MAP

1 inch = 100 feet

ZC-53-2022
COUNCIL DISTRICT 4
SOUTHWEST CORNER OF E. SAUNDERS AND INDIA ST.

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



SURVEY MAP

1 inch = 100 feet

ZC-53-2022

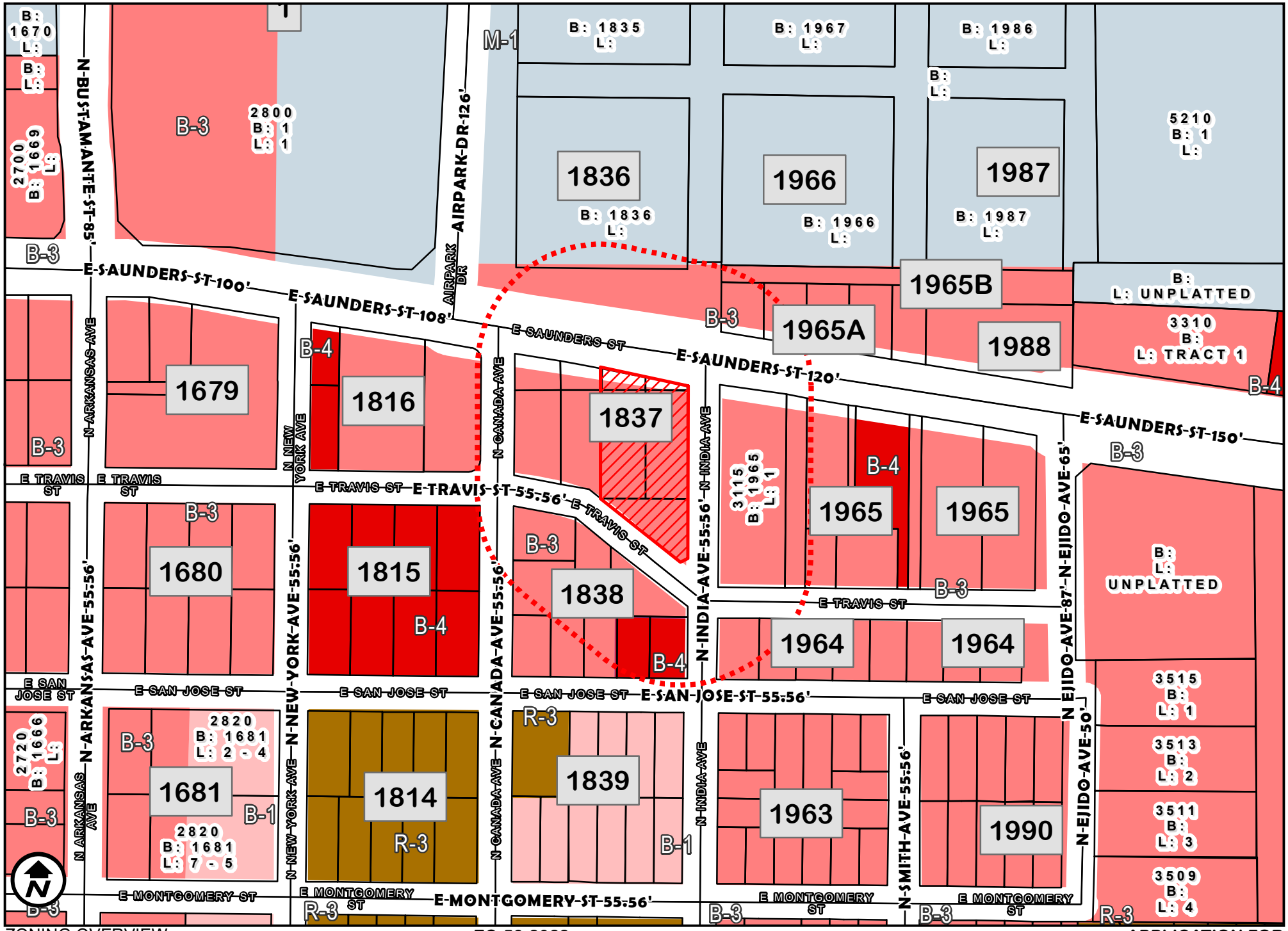
COUNCIL DISTRICT 4

SOUTHWEST CORNER OF E. SAUNDERS AND INDIA ST.

APPLICATION FOR

B-3 (COMMUNITY BUSINESS DISTRICT) TO

B-4 (HIGHWAY COMMERCIAL DISTRICT)

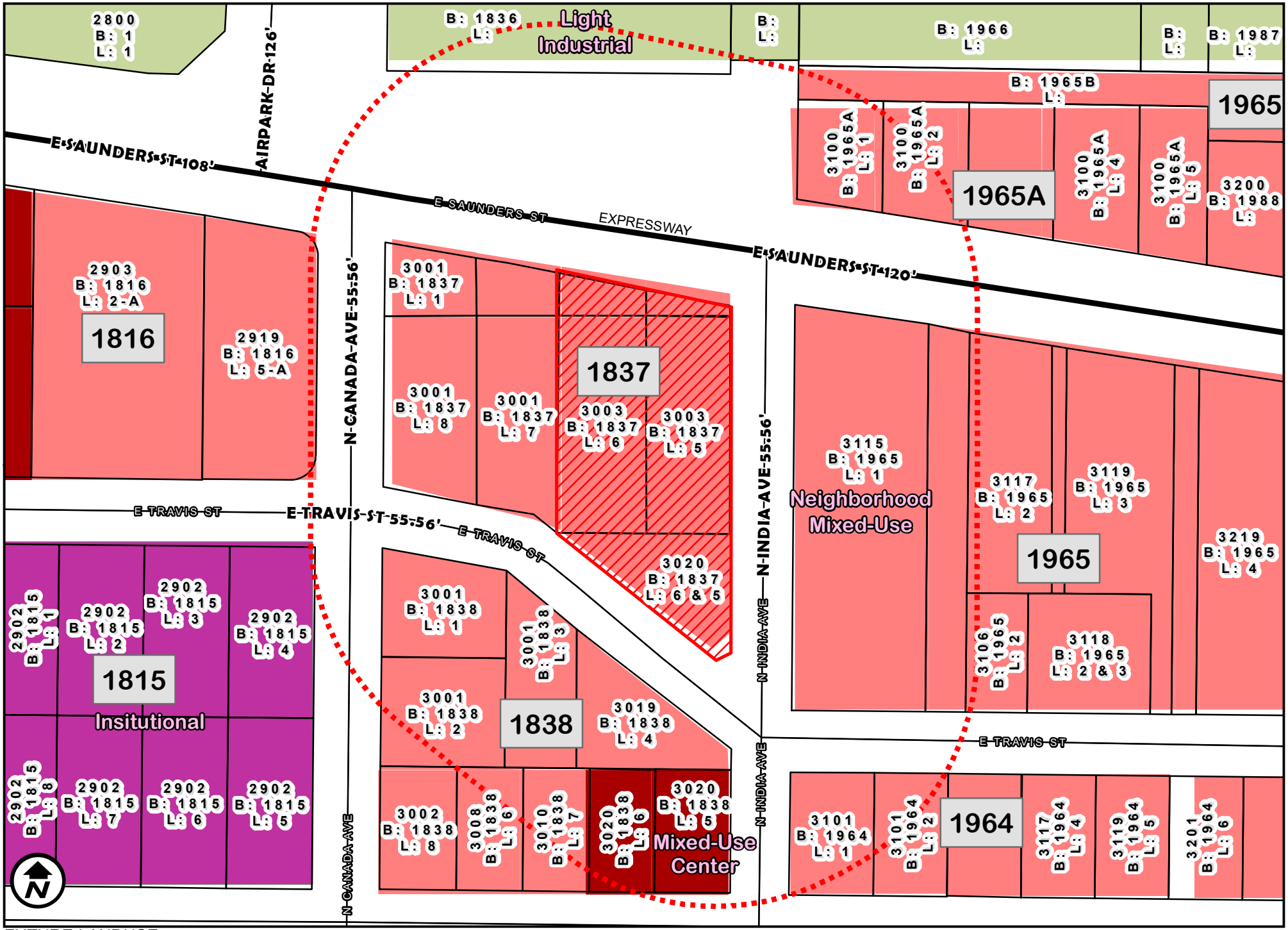


ZONING OVERVIEW

1 inch = 200 feet

ZC-53-2022
COUNCIL DISTRICT 4
SOUTHWEST CORNER OF E. SAUNDERS AND INDIA ST.

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

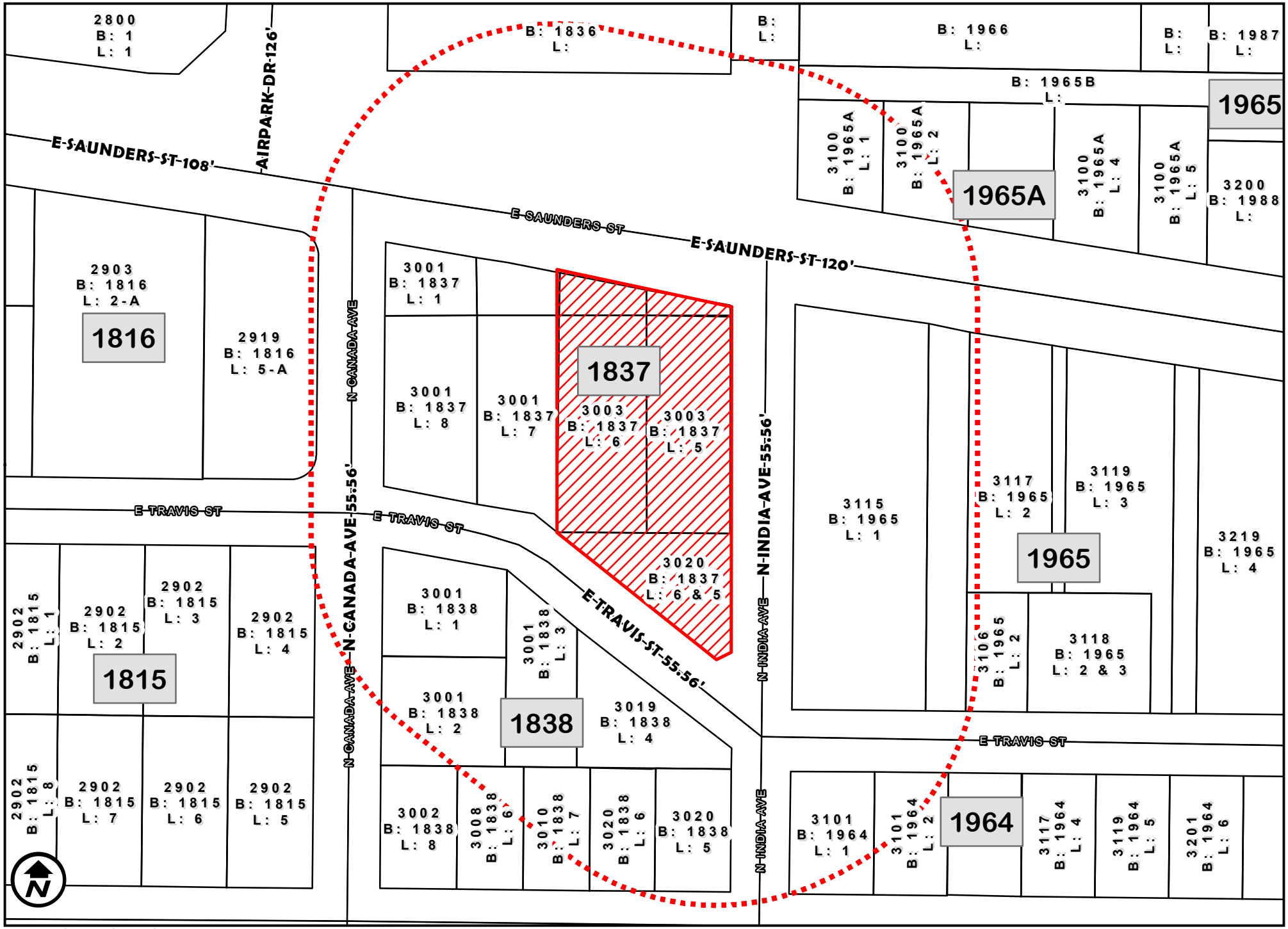


FUTURE LANDUSE

1 inch = 100 feet

ZC-53-2022
COUNCIL DISTRICT 4
SOUTHWEST CORNER OF E. SAUNDERS AND INDIA ST.

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



200' NOTIFICATION

1 inch = 100 feet

ZC-53-2022

COUNCIL DISTRICT 4

SOUTHWEST CORNER OF E. SAUNDERS AND INDIA ST.

APPLICATION FOR

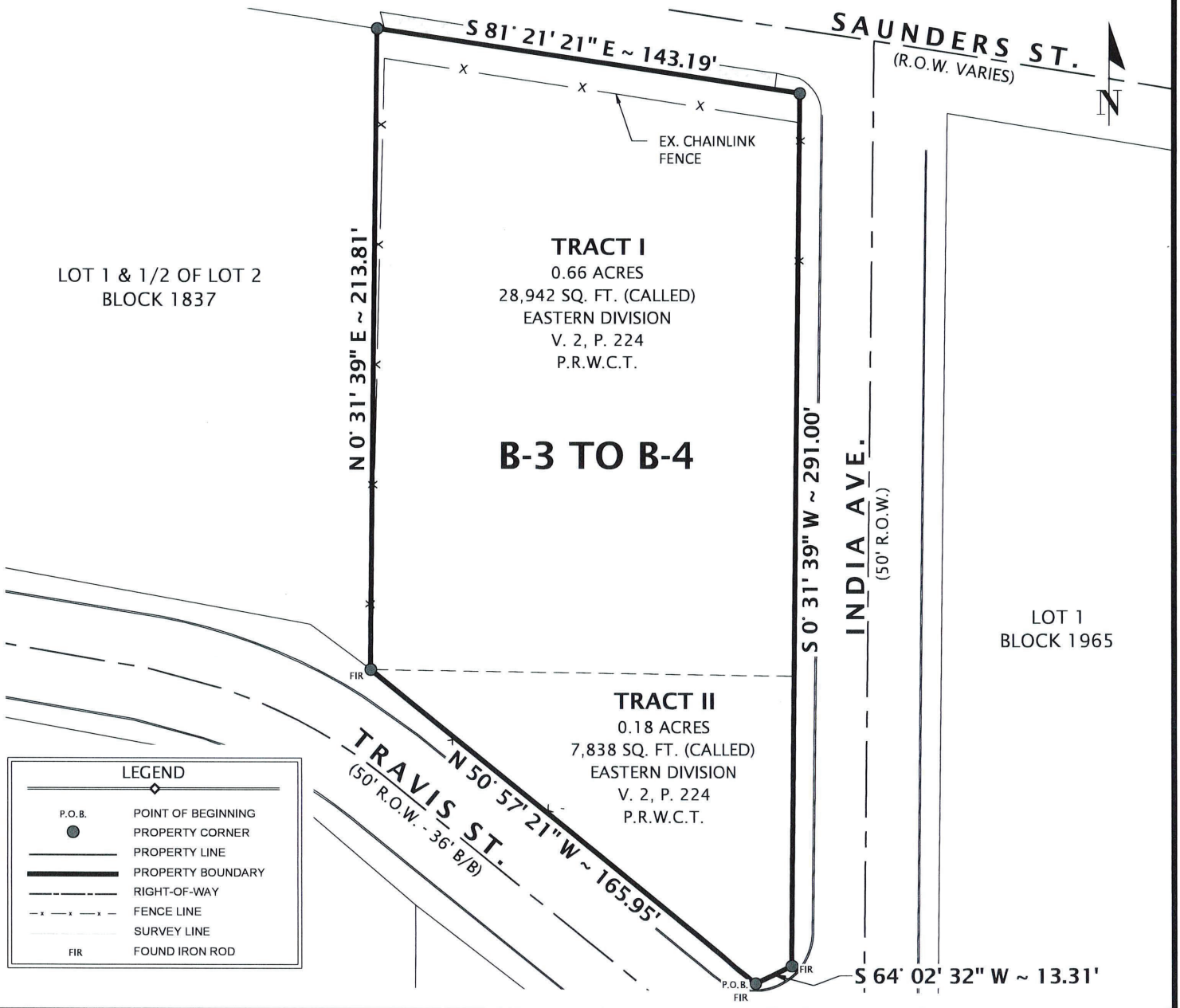
B-3 (COMMUNITY BUSINESS DISTRICT) TO

B-4 (HIGHWAY COMMERCIAL DISTRICT)

REZONE EXHIBIT OF

A 0.84 ACRE TRACT
B-3 TO B-4

COMPRISED OF
TRACT No. 1 & TRACT No. 2
SITUATED IN SECTION NO. 799, A-239
WEBB COUNTY, TEXAS



TOPSITE Civil Group

6262 McPherson Road, Ste. 206
Laredo, Texas 78041
engr.# F-22574 surv.#10194686
P (956) 725-5057
topsitecivil.com

PROJECT #:	–
FIELD DATE:	–
DRAWN BY:	K.M.L
APPROVED:	R.M.V
DATE:	04/13/2022
SHEET:	2 of 2
FILE PATH:	BLK 1837 REZONE.dwg

SCALE: 1"=50'
50 0 50 100
GRAPHIC SCALE IN FEET

CERTIFICATE OF SURVEYOR

I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT THE FOREGOING PLAT OF SURVEY WAS PREPARED FROM AN ACTUAL SURVEY OF THE SUBJECT PROPERTY ON THE GROUND UNDER MY SUPERVISION.

Ricardo M. Villareal
April 13, 2022

STATE OF TEXAS
REGISTERED
RICARDO M. VILLAREAL
6242
PROFESSIONAL
LAND SURVEYOR

METES & BOUNDS

A 0.84 ACRE TRACT
B-3 TO B-4
COMPRISED OF
TRACT No. 1 & TRACT No. 2
SITUATED IN SECTION NO. 799, A-239
WEBB COUNTY, TEXAS

DATE: APRIL 13, 2022
SHEET: 1 OF 2

BEING AN 0.84 ACRE (36,779 SQ.FT.) TRACT OF LAND COMPRISED OF THAT CERTAIN TRACT CALLED TO CONTAIN 0.66 ACRES (28,942 SQ.FT), MORE OR LESS, DESIGNATED AS TRACT No. 1, AND THAT CERTAIN TRACT CALLED TO CONTAIN 0.18 ACRES (7,838 SQ. FT.), MORE OR LESS, DESIGNATED AS TRACT No. 2, RECORDED IN VOLUME 2, PAGE 224, PLAT RECORDS, WEBB COUNTY, TEXAS, SITUATED IN SECTION No. 799, A-239, CITY OF LAREDO, ORIGINAL GRANTEE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A FOUND 1/2-INCH IRON ROD ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF TRAVIS STREET, SAID IRON ROD BEING THE MOST SOUTHERLY POINT HEREOF;

THENCE **N 50° 57' 21" W** CONTINUING ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF TRAVIS STREET AND THE SOUTHERLY LINE OF BLOCK 1837 A DISTANCE OF **165.95 FEET** TO THE SOUTHWEST CORNER HEREOF;

THENCE **N 00° 31' 39" E** AT **213.81 FEET** TO A POINT OF DEFLECTION TO THE RIGHT AND THE NORTHWEST CORNER HEREOF;

THENCE **S 81° 21' 21" E** ALONG THE SOUTHERLY RIGHT-OF-WAY OF SAUNDERS STREET AND WITH THE NORTHERLY LINE OF BLOCK 1837 A DISTANCE OF **143.19 FEET** TO A POINT OF DEFLECTION TO THE RIGHT AND THE NORTHEAST CORNER HEREOF;

THENCE **S 00° 31' 39" W** ALONG THE WESTERLY RIGHT-OF-WAY OF INDIA AVENUE AND THE EASTERLY BOUNDARY LINE OF BLOCK 1837 A DISTANCE OF **291.00 FEET** TO A DEFLECTION CORNER TO THE RIGHT HEREOF;

THENCE **S 64° 02' 32" W** ALONG A CORNER CLIP A DISTANCE OF **13.31 FEET THE POINT OF BEGINNING AND CONTAINING 0.84 ACRES (36,779 SQ. FT.), MORE OR LESS.**

A SKETCH PREPARED FOR THIS TRACT OF LAND ACCOMPANIES THIS LEGAL DESCRIPTION.

TOPSITE Civil Group
6262 McPherson Road, Ste. 206
Laredo, Texas 78041
engr.# F-22574 surv.#10194686
P (956) 725-5057
topsitecivil.com

PROJECT #:	–
FIELD DATE:	–
DRAWN BY:	K.M.L.
APPROVED:	R.M.V
DATE:	04/13/2022
SHEET:	1 of 2
FILE PATH:	BLK 1837 REZONE.dwg
SCALE:	

CERTIFICATE OF SURVEYOR

I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT THE FOREGOING PLAT OF SURVEY WAS PREPARED FROM AN ACTUAL SURVEY OF THE SUBJECT PROPERTY ON THE GROUND UNDER MY SUPERVISION.

April 13, 2022

STATE OF TEXAS
REGISTERED
RICARDO M. VILLAREAL
6242
PROFESSIONAL
LAND SURVEYOR

ORDINANCE NO. 2022-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING OF APPROXIMATELY 0.84 ACRE TRACT OF LAND COMPRISED OF THAT CERTAIN TRACT CALLED TO CONTAIN 0.66 ACRES (28,942 SQUARE FEET), DESIGNATED AS TRACT NUMBER 1, AND THAT CERTAIN TRACT CALLED TO CONTAIN 0.18 ACRES (7,838 SQUARE FEET), DESIGNATED AS TRACT NUMBER 2, RECORDED IN VOLUME 2, PAGE 224, PLAT RECORDS, WEBB COUNTY, TEXAS, SITUATED IN SECTION NUMBER 799, A-239, CITY OF LAREDO, ORIGINAL GRANTEE, LOCATED SOUTH OF SAUNDERS STREET AND EAST OF INDIA AVENUE, FROM B-3 (COMMUNITY BUSINESS DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner of approximately 0.84 acre tract of land comprised of that certain tract called to contain 0.66 acres (28,942 square feet), designated as Tract Number 1, and that certain tract called to contain 0.18 acres (7,838 square feet), designated as Tract Number 2, recorded in Volume 2, Page 224, plat records, Webb County, Texas, situated in Section Number 799, A-239, City of Laredo, Original Grantee, located south of Saunders street and east of India avenue, from B-3 (Community Business District) to B-4 (Highway Commercial District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on June 16, 2022; 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 18, 2022 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo is hereby amended by rezoning of approximately 0.84 acre tract of land comprised of that certain tract called to contain 0.66 acres (28,942 square feet), designated as Tract Number 1, and that certain tract called to contain 0.18 acres (7,838 square feet), designated as Tract Number 2, recorded in Volume 2, Page 224, plat records, Webb County, Texas, situated in Section Number 799, A-239, City of Laredo, Original Grantee, located south of Saunders Street and east of India Avenue, from B-3 (Community Business District) to B-4 (Highway Commercial District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2022.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ
CITY SECRETARY

APPROVED AS TO FORM:

_____
DAVID H. ARREDONDO
ASSISTANT CITY ATTORNEY

Public Hearings (also Intro Ord) 3.

City Council-Regular

Meeting Date: 07/18/2022
Initiated By: Riazul Mia, Assistant City Manager
Initiated By: Pondera Point Holdings, LLC, Owner; Ronnye Kettler, Applicant

Staff Source: Orlando D. Navarro, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) for the City of Laredo by rezoning Lot 1, Block 1, Lomas del Sur Subdivision, Unit VI, located at 3402 Lomas del Sur Boulevard, from B-1 (Limited Commercial District) to B-3 (Community Business District).

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

ZC-056-2022
District I

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: I - Cm. Rudy Gonzalez, Jr.

Proposed use: Commercial - Ace Hardware. A hardware store is allowed on a B-1 zoning district.

Site: The site is currently vacant undeveloped land.

Surrounding land uses: To the north of the site is vacant undeveloped land and single family reduced residential use. To the east o the site is predominantly single family reduced residential use and Lomas del Sur Boulevard. To the south of the site is Lomas del Sur Boulevard, some vacant undeveloped land, Los Magueyes restaurant, single family reduced residential use, Unknown Hero Drive, and a commercial plaza to include Variety Meats. To the west of the site is primarily vacant undeveloped land, Ejido Avenue, and single family residential use.

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

Transportation Plan: The Long Range Thoroughfare Plan identifies Lomas del Sur Boulevard as a Major Arterial.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

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

COMMITTEE RECOMMENDATION

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

STAFF RECOMMENDATION

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

1. The proposed zone change is in conformance with the Comprehensive Plan's designation as Neighborhood Mixed Use (All Except, M-1, M-2, B-4, AH, FH, OG, FiH), which allows for B-3 zoning districts.
2. The property meets the minimum lot width requirement of 46 feet for B-3 zone districts as per the Laredo Land Development Code, Section 24.77.1 Dimensional Standards. The property lot width is approximately 158.25 feet.
3. The proposed use is compatible with the mix of commercial uses in the area.
4. The proposed zone change is not anticipated to negatively impact the conditions in the surrounding properties or neighborhood.

Staff **supports** the application.

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

of

39

Is this change contrary to the established land use pattern?
No. There are similar commercial uses across Lomas del Sur Boulevard to the south of the site.

Would this change create an isolated zoning district unrelated to surrounding districts?
No. There is a large B-3 zoning district across Lomas del Sur Boulevard to the south of the site.

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

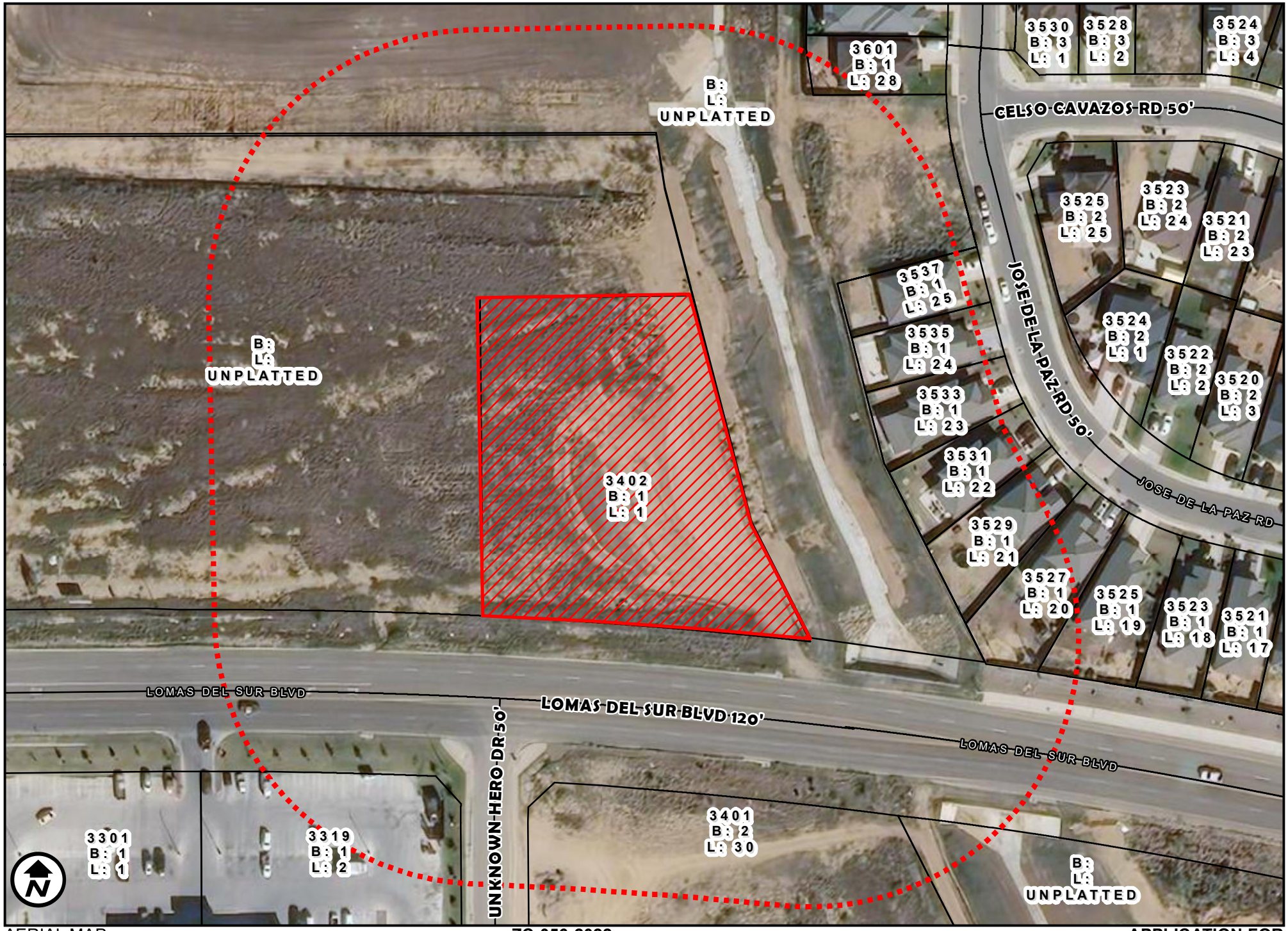
Are there substantial reasons why the property cannot be used in accordance with existing zoning?
A hardware store is allowed on a B-1 zoning district.

Fiscal Impact

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

Attachments

Maps
Ordinance

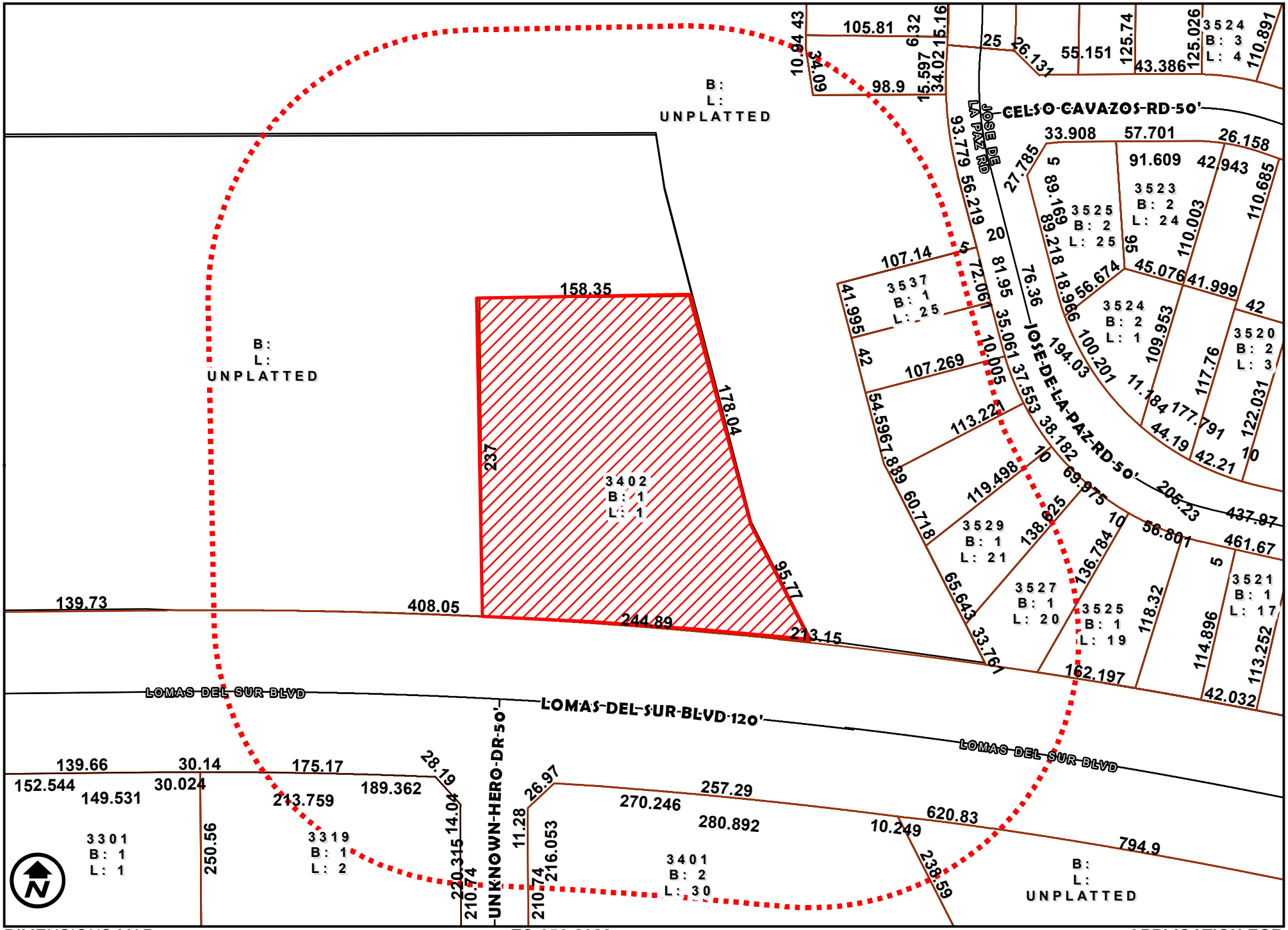


AERIAL MAP

1 inch = 92 feet

ZC-056-2022
COUNCIL DISTRICT 1
3402 LOMAS DEL SUR BOULEVARD.

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



DIMENSIONS MAP

1 inch = 92 feet

ZC-056-2022

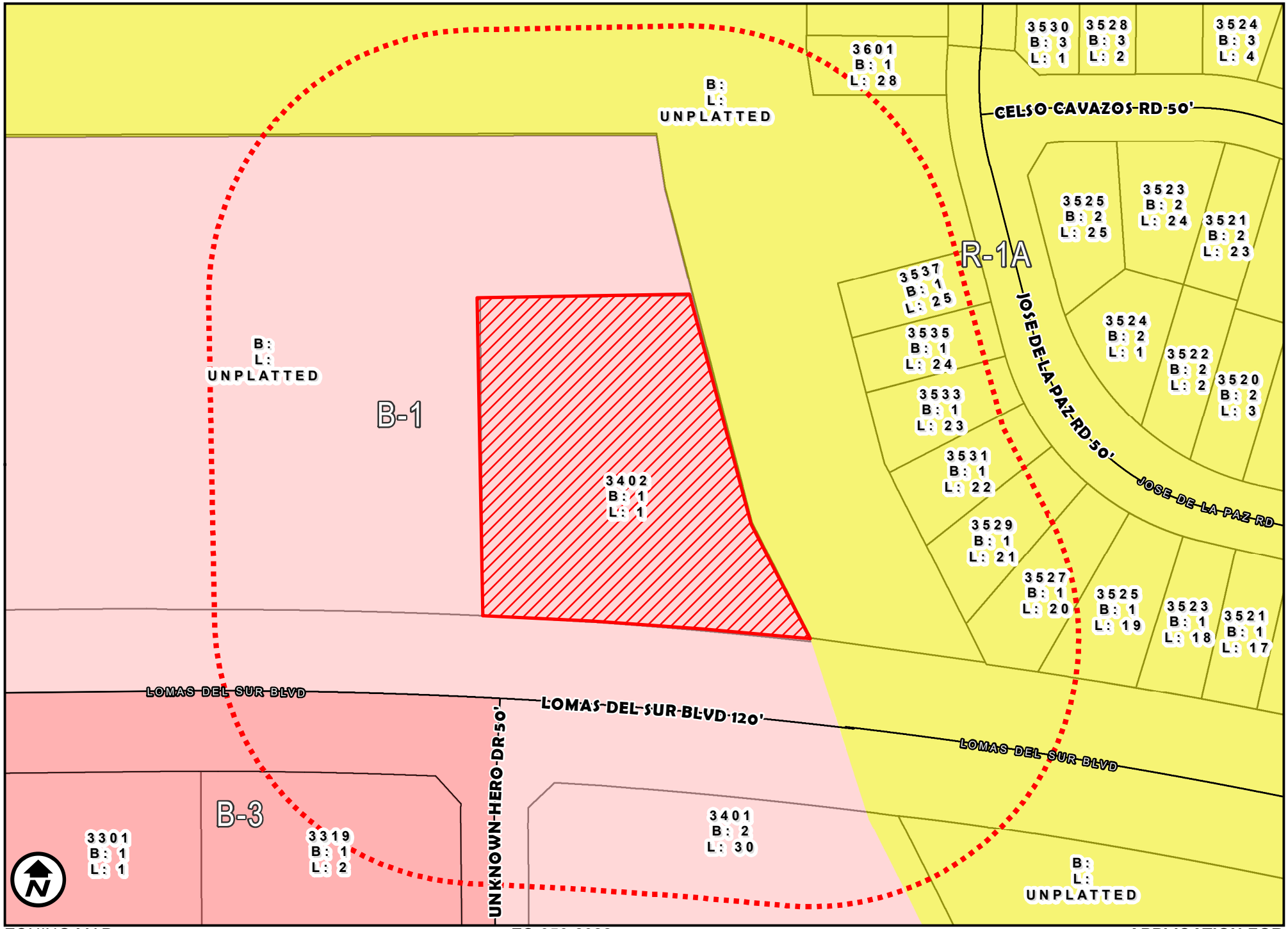
COUNCIL DISTRICT 1

3402 LOMAS DEL SUR BOULEVARD.

APPLICATION FOR

B-1 (LIMITED BUSINESS DISTRICT) TO

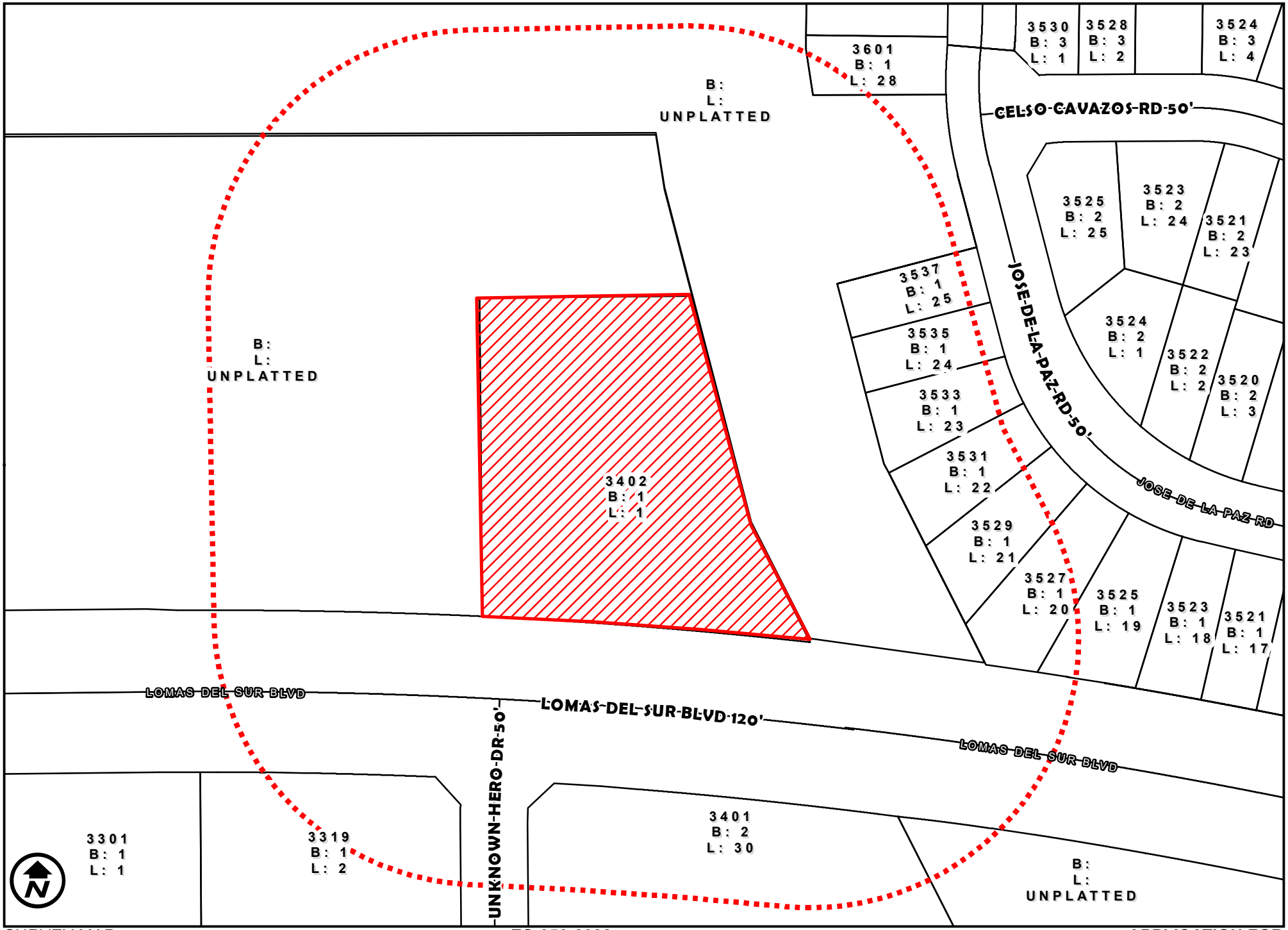
B-3 (COMMUNITY BUSINESS DISTRICT)



ZONING MAP
1 inch = 92 feet

ZC-056-2022
COUNCIL DISTRICT 1
3402 LOMAS DEL SUR BOULEVARD.

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

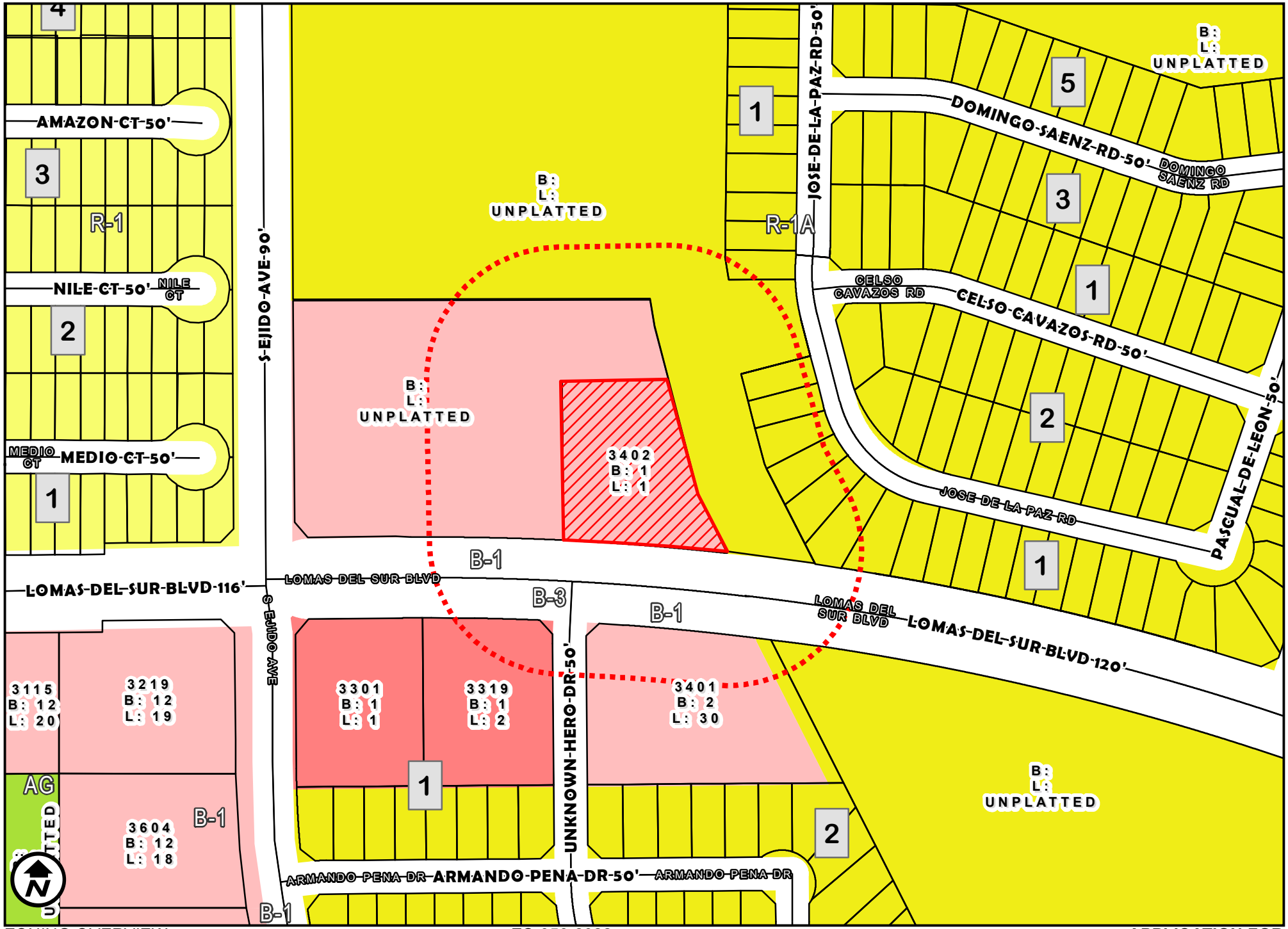


SURVEY MAP

1 inch = 92 feet

ZC-056-2022
COUNCIL DISTRICT 1
3402 LOMAS DEL SUR BOULEVARD.

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

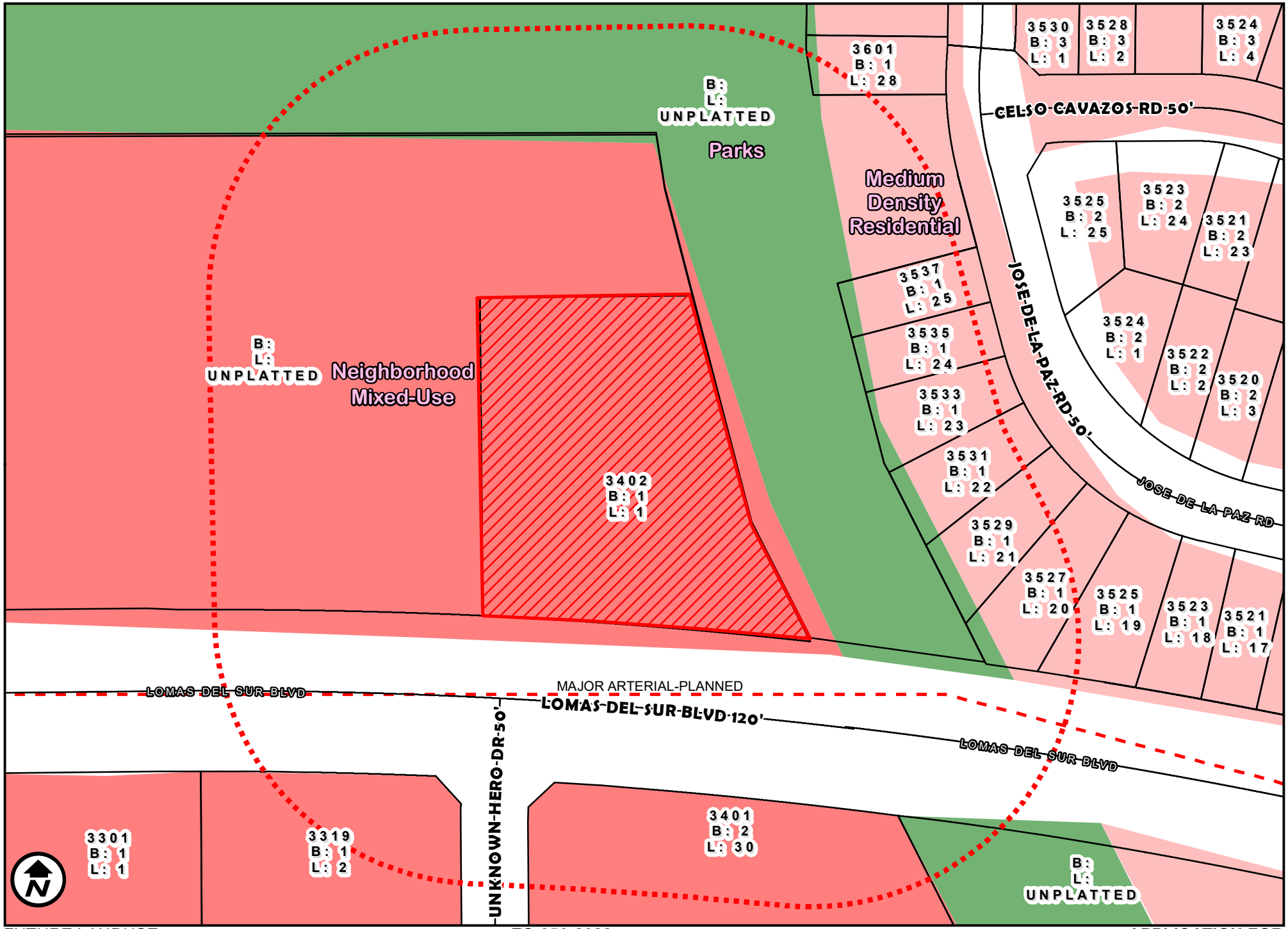


ZONING OVERVIEW

1 inch = 183 feet

ZC-056-2022
COUNCIL DISTRICT 1
3402 LOMAS DEL SUR BOULEVARD.

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

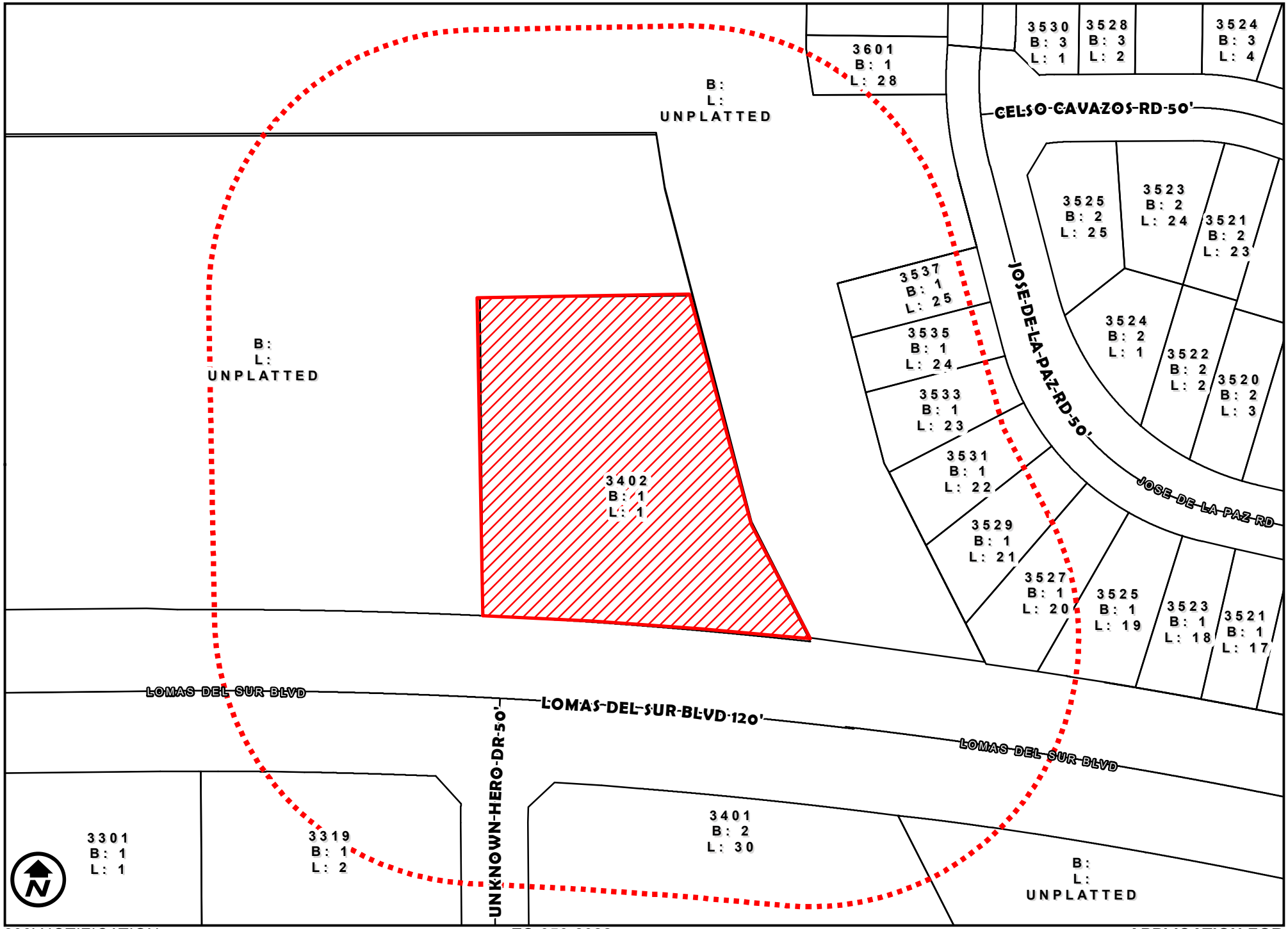


FUTURE LANDUSE

1 inch = 92 feet

ZC-056-2022
COUNCIL DISTRICT 1
3402 LOMAS DEL SUR BOULEVARD.

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



200' NOTIFICATION

1 inch = 92 feet

ZC-056-2022
COUNCIL DISTRICT 1
3402 LOMAS DEL SUR BOULEVARD.

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

ORDINANCE NO. 2022-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING OF LOT 1, BLOCK 1, LOMAS DEL SUR SUBDIVISION, UNIT VI, LOCATED AT 3402 LOMAS DEL SUR BOULEVARD, FROM B-1 (LIMITED COMMERCIAL DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of Lot 1, Block 1, Lomas del Sur Subdivision, Unit VI, located at 3402 Lomas del Sur Boulevard, from B-1 (Limited Commercial District) to B-3 (Community Business District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on June 16, 2022; 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 18, 2022 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo is hereby amended by rezoning of Lot 1, Block 1, Lomas del Sur Subdivision, Unit VI, located at 3402 Lomas del Sur Boulevard, from B-1 (Limited Commercial District) to B-3 (Community Business District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2022.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ
CITY SECRETARY

APPROVED AS TO FORM:

_____
DAVID H. ARREDONDO
ASSISTANT CITY ATTORNEY

Public Hearings (also Intro Ord) 4.

City Council-Regular

Meeting Date: 07/18/2022

Initiated By: Riazul Mia, Assistant City Manager

Initiated By: Premium Tierra, LLC, Owner/Representative; Daniel Tijerina, Jr., Representative

Staff Source: Orlando D. Navarro, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning an approximately 7.69 acres situated in Porcion 26, Augustin Sanchez, Original Grantee, Abstract 282, City of Laredo, Webb County Texas. Being out of that certain 1,450 acres of land conveyed to Delfina Benavides Alexander and Josefina Alexander Gonzalez recorded in Volume 414, pages 502-506, deed records Webb County Texas, subsequently conveyed to Alexander Residential Development Company Limited Partnership, 978 acres, as per deed recorded in Volume 857, pages 66-68, Webb County Deed Records, from R-1 (Single Family Residential District) and B-3 (Community Business District) to B-4 (Highway Commercial District), located west of Bob Bullock Loop and east of Josefina Drive.

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

ZC-057-2022
District V

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

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

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

Site: The site is currently vacant undeveloped land.

Surrounding land uses: To the north of the site is vacant undeveloped land, Bob Bullock Loop, Bulldog Bouelvard, and Del Mar Boulevard. To the east of the site is Bob Bullock Loop and vacant undeveloped land. To the south of the site is Fire Station #12, vacant undeveloped land, Bob Bullock Loop, and Casa Verde Road. To the west of the site is John B. Alexander High School, Josefina Drive, Mayela Drive, single family residential use, and some vacant undeveloped land.

Comprehensive Plan: The Future Land Use Map recognizes this area as Neighborhood Mixed Use. https://www.cityoflaredo.com/Planning/assets/viva-laredo---city-of-laredo-comprehensive-plan.pdf#page=39

Transportation Plan: The Long Range Thoroughfare Plan identifies Bob Bullock Loop as an Expressway, but does not identify Mayela Drive and Josefina Drive. https://www.cityoflaredo.com/Maps/GIS_MAPS/maps/Thoroughfare.pdf

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

COMMITTEE RECOMMENDATION

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

STAFF RECOMMENDATION

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

1. The proposed zone change meets the Laredo Land Development Code location requirement stating that B-4 districts should be located along Major Arterials or a Freeway. Bob Bullock Loop is identified as an Expressway on the Thoroughfare Plan.
2. Although not in conformance with the Comprehensive Plan designation for the area as Neighborhood Mixed Use (All Except, M-1, M-2, B-4, AH, AN, FH, OG, FiH), which excludes B-4 zoning districts, the site is near a large area of B-4 zoning to the north and across Bob Bullock Loop. South of the site a large area is in the process of being rezoned to a B-4. Please refer to ZC-042-2022.
3. The property meets the minimum lot area requirement of 10,000 square feet for B-4 zone districts as per the Laredo Land Development Code, Section 24.77.1 Dimensional Standards. The property lot area is about 334,976.4 square feet.
4. The property meets the minimum lot width requirement of 100 feet for B-4 zone districts as per the Laredo Land Development Code, Section 24.77.1 Dimensional Standards. The property lot width is about 698.56 feet.

Staff **supports** the application.

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

Is this change contrary to the established land use pattern?
To the north, east, and south of the site is primarily vacant undeveloped land and institutional use. To the west of the site is predominantly vacant undeveloped land and some residential use.

Would this change create an isolated zoning district unrelated to surrounding districts?
No, across Bob Bullock Loop there is a large area of B-4 zoning as well as to the north of the site. To the south of the site a large area is in the process of being rezoned to a B-4. Please refer to ZC-042-2022.

Will change adversely influence living conditions in the neighborhood?
Possibly. The site abuts an area of single family residential use.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes, the existing use of R-1 (Single Family Residential District) and B-3 (Community Business District) does not allow for the commercial type uses intended by the applicant. The applicant did not specify the type of commercial use.

Fiscal Impact

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

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

Attachments

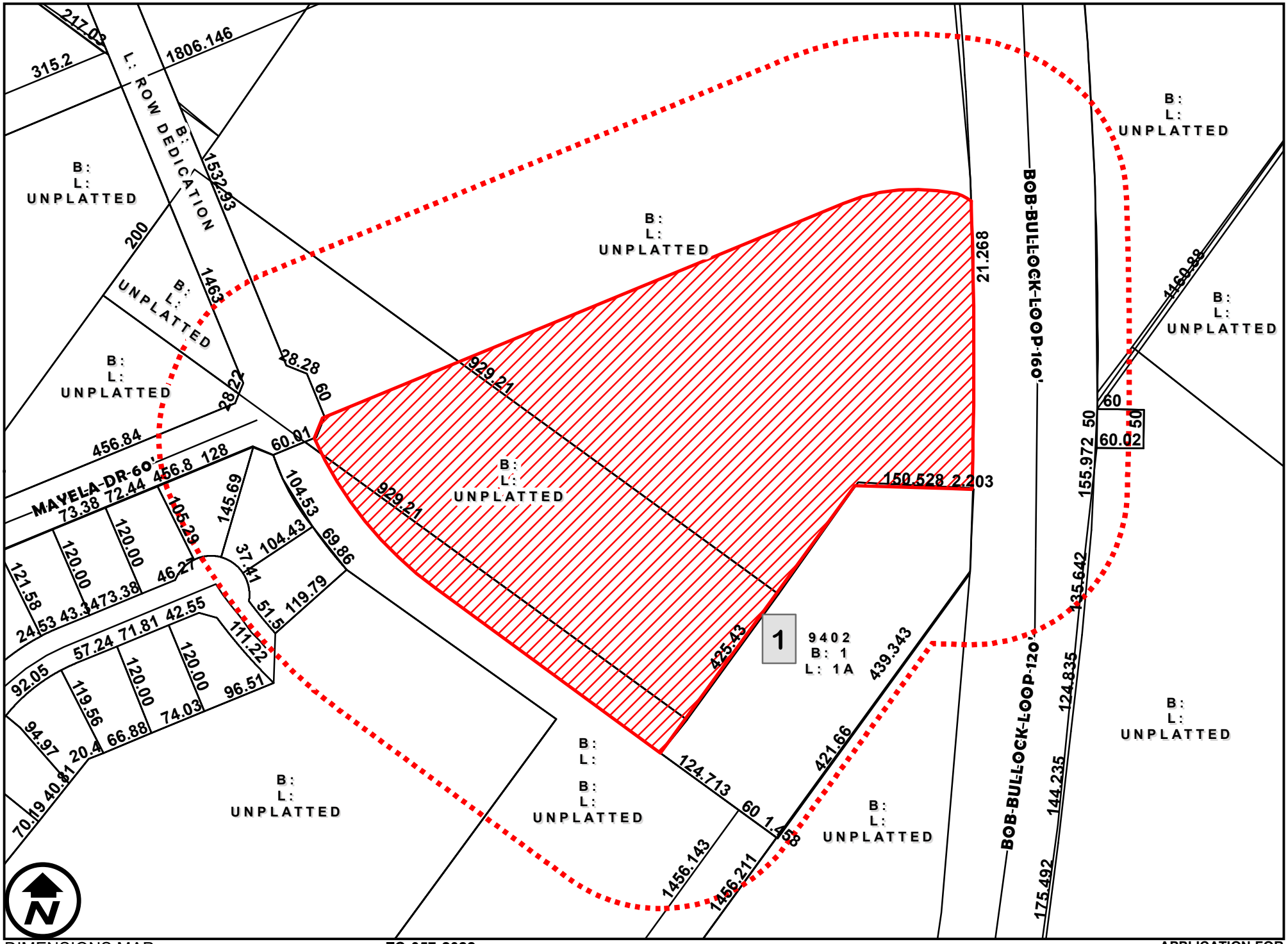
Maps
Survey
Ordinance

AERIAL MAP

1 inch = 158 feet

ZC-057-2022
COUNCIL DISTRICT 5
EAST OF JOSEFINA DRIVE AND WEST OF BOB BULLOCK LOOP.

APPLICATION FOR
B-3 (COMMUNITY BUSINESS DISTRICT) AND R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT)



DIMENSIONS MAP

1 inch = 158 feet

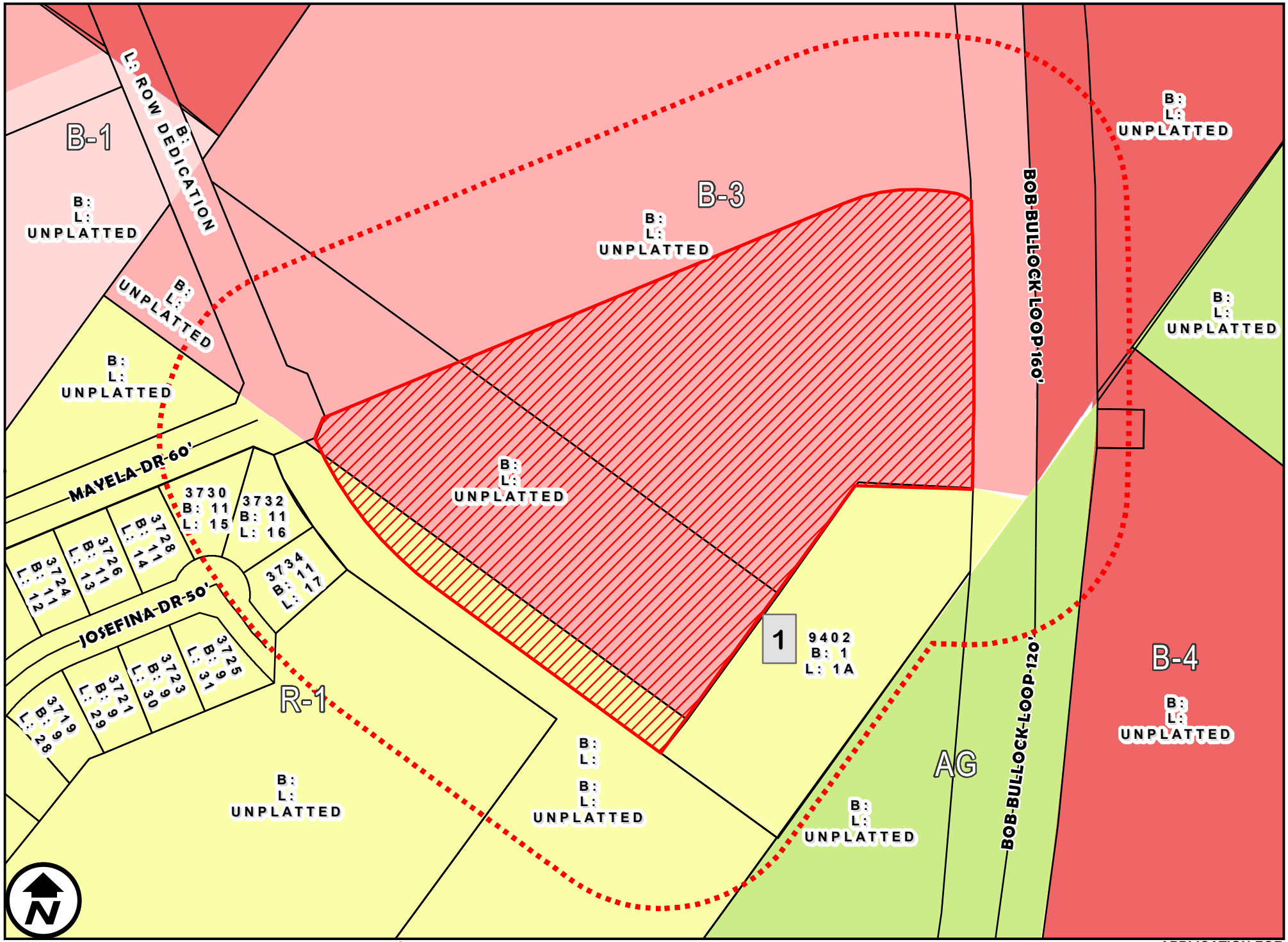
ZC-057-2022

COUNCIL DISTRICT 5

EAST OF JOSEFINA DRIVE AND WEST OF BOB BULLOCK LOOP.

APPLICATION FOR

B-3 (COMMUNITY BUSINESS DISTRICT) AND R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT)

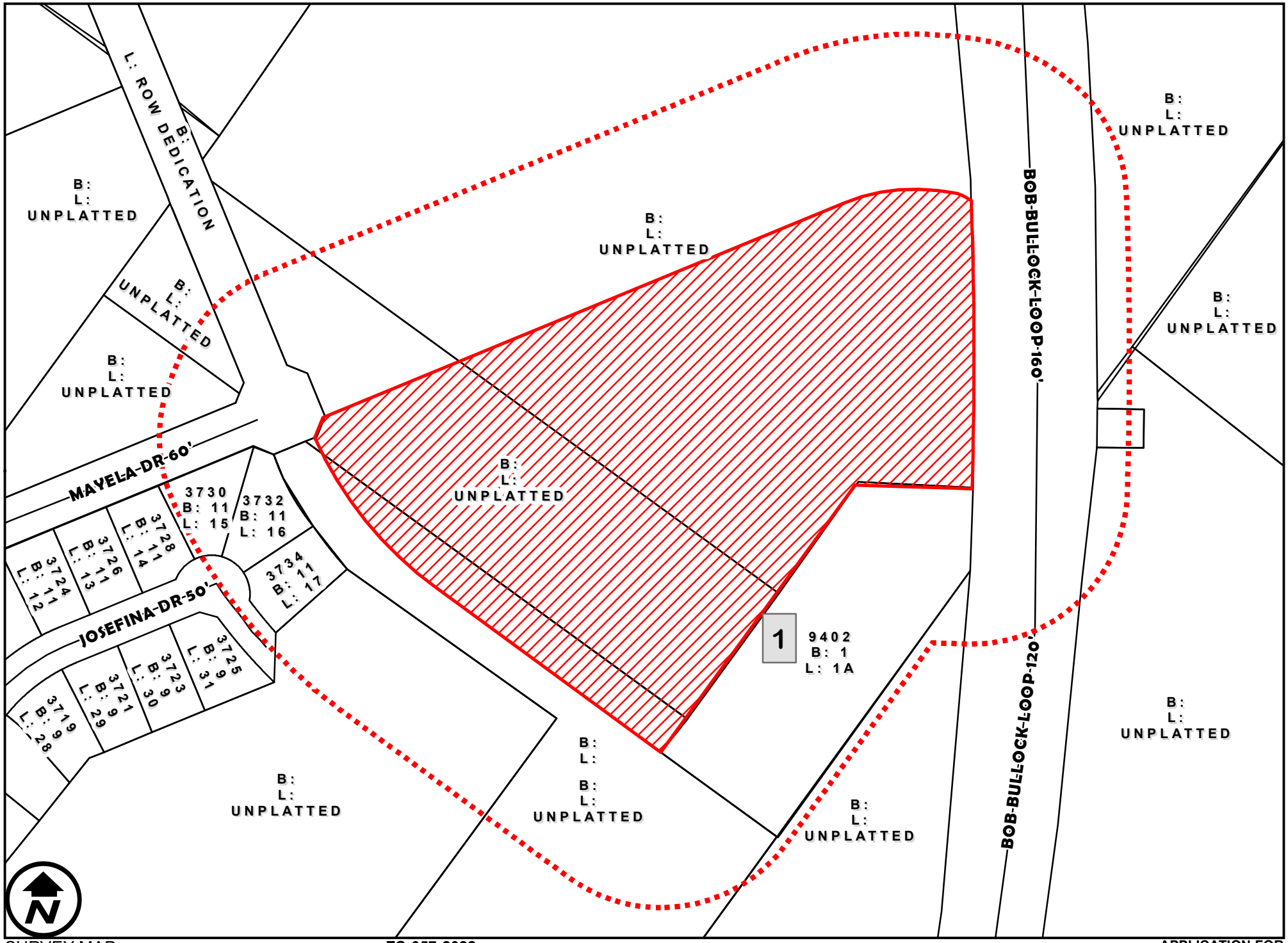


ZONING MAP

1 inch = 158 feet

ZC-057-2022
COUNCIL DISTRICT 5
EAST OF JOSEFINA DRIVE AND WEST OF BOB BULLOCK LOOP.

APPLICATION FOR
B-3 (COMMUNITY BUSINESS DISTRICT) AND R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT)

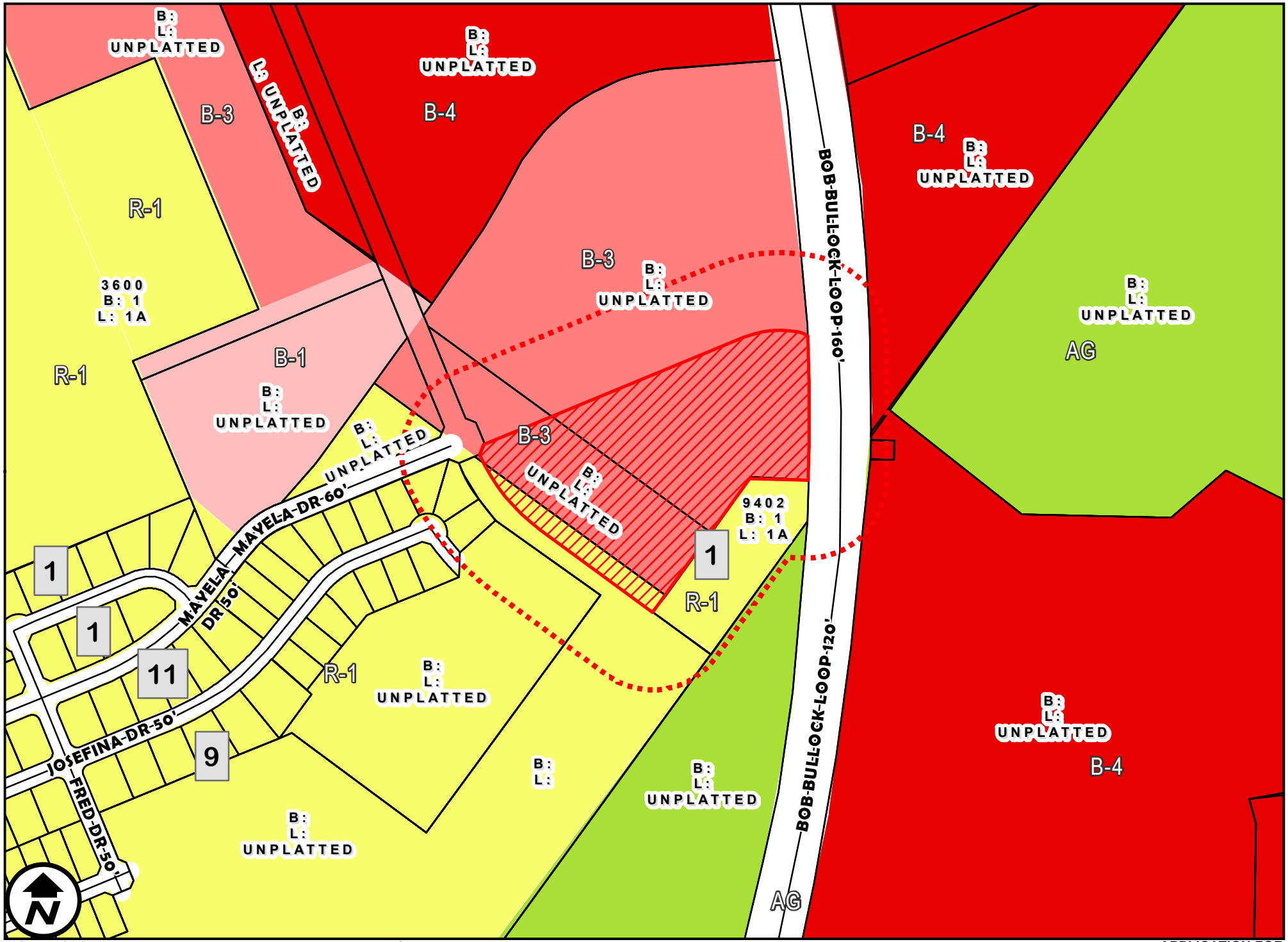


SURVEY MAP

1 inch = 158 feet

ZC-057-2022
COUNCIL DISTRICT 5
EAST OF JOSEFINA DRIVE AND WEST OF BOB BULLOCK LOOP.

APPLICATION FOR
B-3 (COMMUNITY BUSINESS DISTRICT) AND R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT)

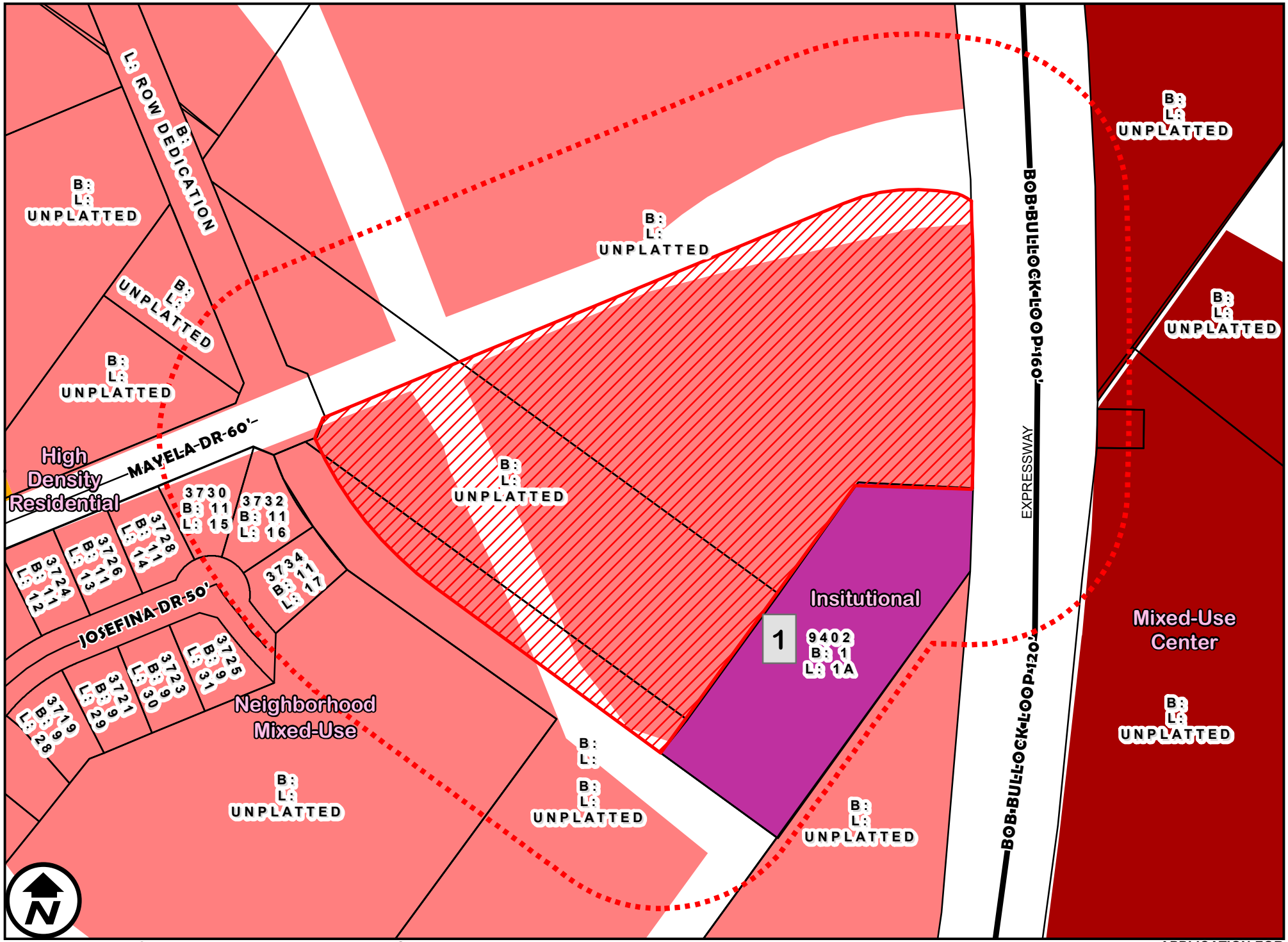


ZONING OVERVIEW

1 inch = 317 feet

ZC-057-2022
COUNCIL DISTRICT 5
EAST OF JOSEFINA DRIVE AND WEST OF BOB BULLOCK LOOP.

APPLICATION FOR
B-3 (COMMUNITY BUSINESS DISTRICT) AND R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT)

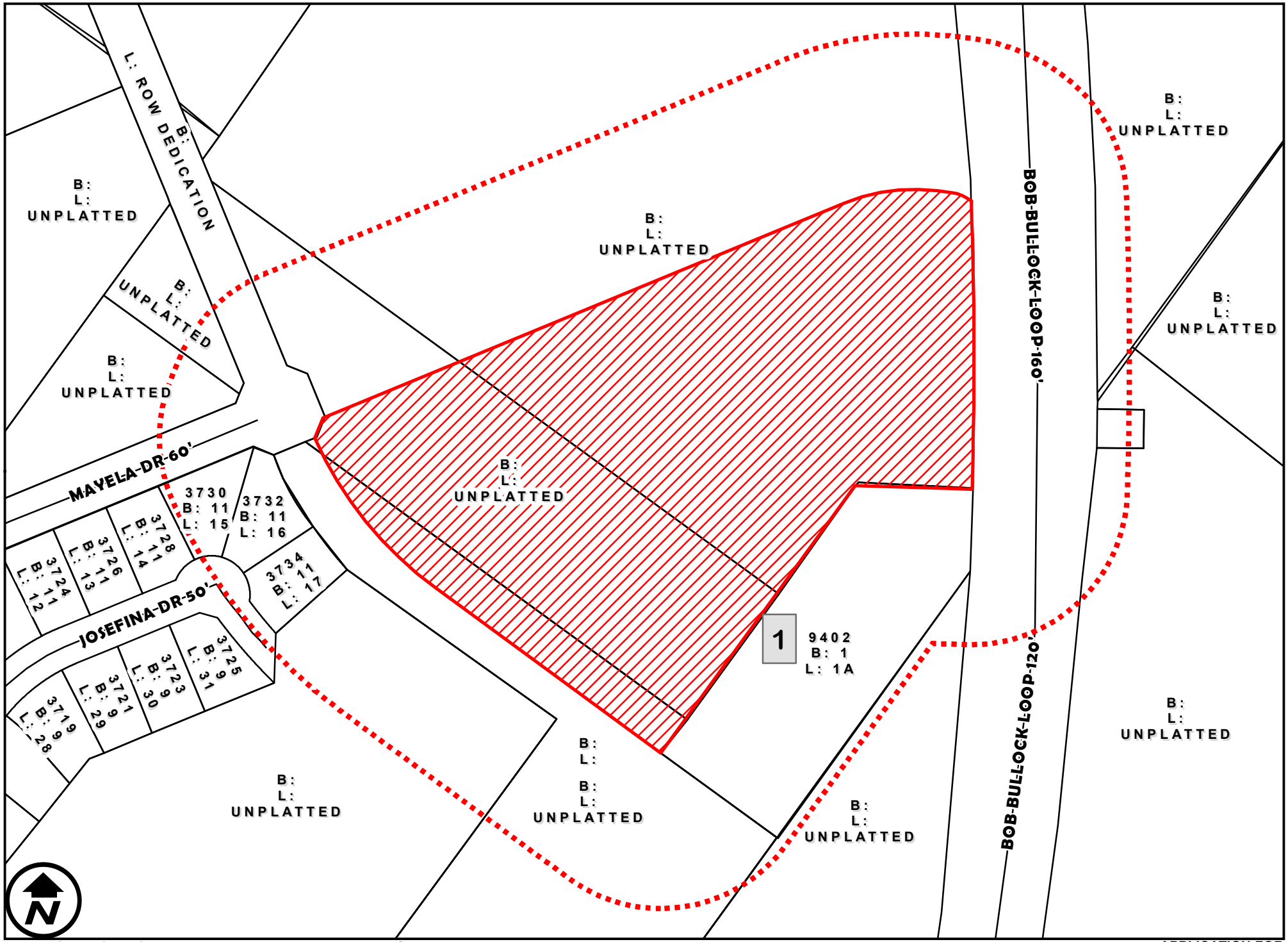


FUTURE LANDUSE

1 inch = 158 feet

ZC-057-2022
COUNCIL DISTRICT 5
EAST OF JOSEFINA DRIVE AND WEST OF BOB BULLOCK LOOP.

APPLICATION FOR
B-3 (COMMUNITY BUSINESS DISTRICT) AND R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT)

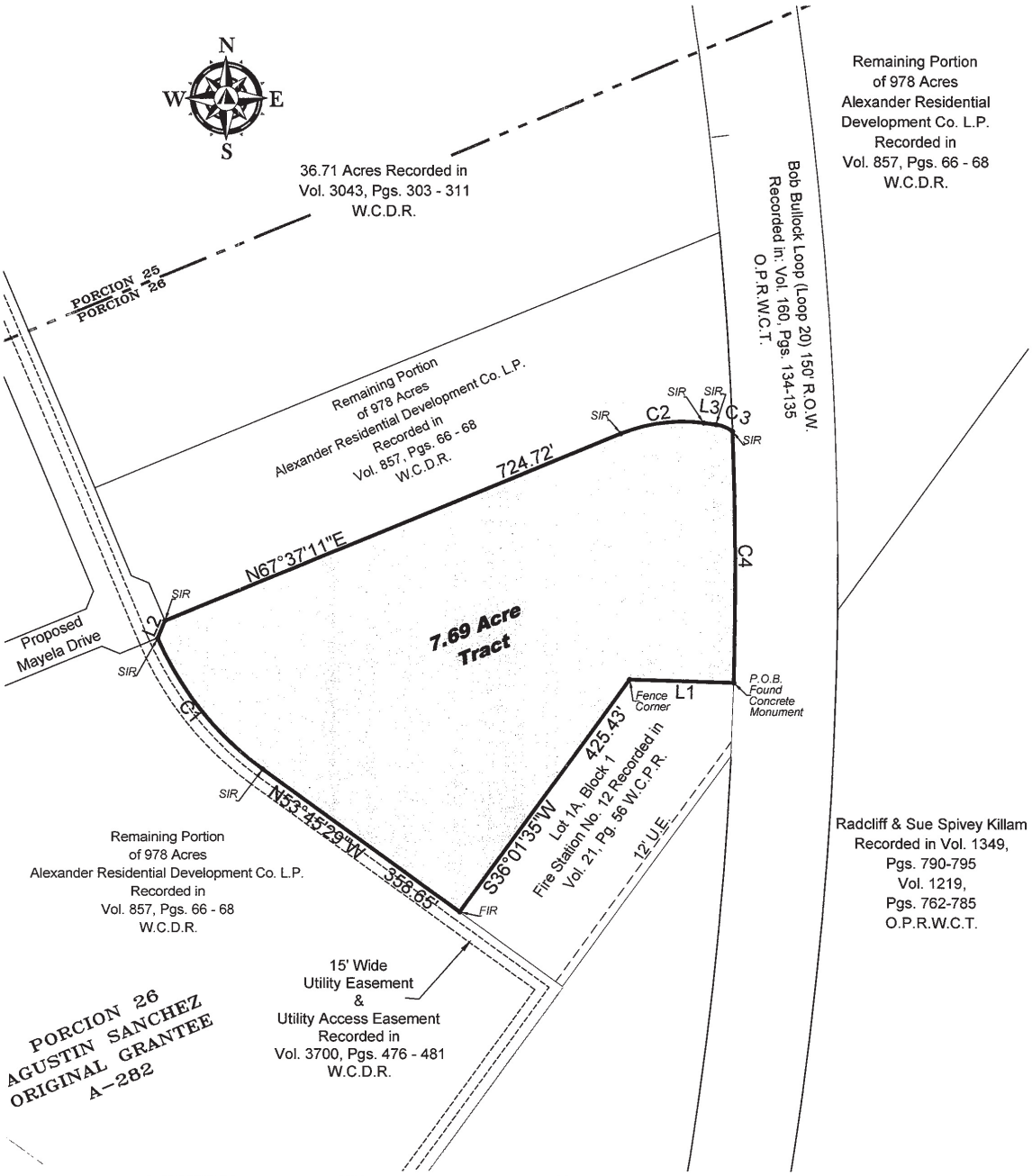


200' NOTIFICATION

1 inch = 158 feet

ZC-057-2022
COUNCIL DISTRICT 5
EAST OF JOSEFINA DRIVE AND WEST OF BOB BULLOCK LOOP.

APPLICATION FOR
B-3 (COMMUNITY BUSINESS DISTRICT) AND R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT)



CURVE TABLE						
CURVE	RADIUS	LENGTH	DELTA	CH. BRG.	CH. DIST.	TAN.
C1	470.00	250.02	30°28'46"	N38°31'10"W	247.08	128.04
C2	240.00	124.05	29°36'57"	N82°25'39"E	122.68	63.45
C3	50.00	26.92	30°50'53"	S67°20'26"E	26.60	13.79
C4	5654.58	371.59	3°45'55"	S00°08'53"E	371.53	185.86

LINE TABLE		
LINE	BEARING	LENGTH
L1	N88°16'14"W	153.13
L2	N22°32'12"E	28.24
L3	S82°45'52"E	18.50

LEGEND	
○ SIR	SET IRON ROD*
● FIR	FOUND 60-D NAIL

*SET 1/2" IRON ROD WITH BLUE PLASTIC CAP LABELED "PCE 100097-00"

STATE OF TEXAS
REGISTERED
EDUARDO J. GUTIERREZ
5839
PROFESSIONAL
LAND SURVEYOR

CERTIFICATE OF SURVEYOR

I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT THE FOREGOING "PLAT OF SURVEY" AND ATTACHED "FIELD NOTES" WERE PREPARED FROM AN ACTUAL SURVEY OF THE SUBJECT PROPERTY ON THE GROUND UNDER MY SUPERVISION.

EDUARDO J. GUTIERREZ, R.P.L.S. No. 5839
ENGINEERING REGISTRATION No. F-8019

12-14-16
DATE
SURVEY REGISTRATION No. 100097-00

SURVEY OF

A TRACT OF LAND CONTAINING 7.69 ACRES (SURFACE RIGHTS ONLY), MORE OR LESS, SITUATED IN PORCION 26, AGUSTIN SANCHEZ ORIGINAL GRANTEE, ABSTRACT 282, CITY OF LAREDO, WEBB COUNTY TEXAS. BEING OUT OF THAT CERTAIN 1,450 ACRES OF LAND CONVEYED TO DELFINA BENAVIDES ALEXANDER AND JOSEFINA ALEXANDER GONZALEZ RECORDED IN VOLUME 414 PAGES 502-506, DEED RECORDS WEBB COUNTY TEXAS, SUBSEQUENTLY CONVEYED TO ALEXANDER RESIDENTIAL DEVELOPMENT CO., L.P., 978 ACRES, AS PER DEED RECORDED IN VOLUME 857, PAGES 66-68, WEBB COUNTY DEED RECORDS

DESIGN BY:	R.G.C.	SCALE:	1"=200'
CHECKED BY:	A.X.C.	JOB #:	PCE# 10329-16
APPROVED BY:	E.J.G.	FILE NAME:	7.69 Acre Survey West of Loop 20.dwg
FIELD DATE:	VARIOUS	SHEET:	1 OF 3

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PREMIER ENGINEERING SURVEYING
1302 CALLE DEL NORTE, SUITE 2 LAREDO, TX 78041 PH: 956-717-1199 FAX: 956-717-1196
premier-ce.com

LEGAL DESCRIPTION

A TRACT OF LAND CONTAINING 7.69 ACRES (SURFACE RIGHTS ONLY), MORE OR LESS, SITUATED IN PORCION 26, AGUSTIN SANCHEZ ORIGINAL GRANTEE, ABSTRACT 282, CITY OF LAREDO, WEBB COUNTY TEXAS. BEING OUT OF THAT CERTAIN 1,450 ACRES OF LAND CONVEYED TO DELFINA BENAVIDES ALEXANDER AND JOSEFINA ALEXANDER GONZALEZ RECORDED IN VOLUME 414 PAGES 502-506, DEED RECORDS WEBB COUNTY TEXAS, SUBSEQUENTLY CONVEYED TO ALEXANDER RESIDENTIAL DEVELOPMENT CO., L.P., 978 ACRES, AS PER DEED RECORDED IN VOLUME 857, PAGES 66-68, WEBB COUNTY DEED RECORDS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS TO WIT:

BEGINNING AT A FOUND CONCRETE MONUMENT ON A CURVE THE WESTERLY RIGHT-OF-WAY LINE OF BOB BULLOCK LOOP (LOOP 20) 150' ROW, RECORDED IN VOLUME 160, PAGES 134-135, OFFICIAL PUBLIC RECORDS WEBB COUNTY TEXAS, THE NORTHEAST CORNER OF FIRE STATION NO. 12, LOT 1A, BLOCK 1 RECORDED IN VOLUME 21, PAGE 56, WEBB COUNTY PLAT RECORDS, AN EXTERIOR CORNER HEREOF;

THENCE, WITH THE NORTH LINE OF SAID FIRE STATION NO. 12, **N 88°16'14" W** A DISTANCE OF **153.13** FEET TO A CHAINLINK FENCE CORNER POST (PLAT CALL: 152.73'), THE NORTHWEST CORNER OF SAID FIRE STATION NO. 12, AN INTERIOR CORNER HEREOF;

THENCE, WITH THE NORTHWEST LINE OF SAID FIRE STATION NO. 12, **S 36°01'35" W** A DISTANCE OF **425.43** FEET TO A FOUND ½" IRON ROD THE MOST WESTERLY SOUTHWEST CORNER OF SAID FIRE STATION NO. 12, AN EXTERIOR CORNER HEREOF;

THENCE, OVER AND ACROSS REMAINING PORTION OF SAID 978 ACRE TRACT THE FOLLOWING CALLS:

N 53°45'29" W A DISTANCE OF **358.65** FEET TO A SET ½" IRON ROD WITH BLUE PLASTIC CAP LABELED "PCE 100097-00", A POINT OF CURVATURE HEREOF;

ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 470.00 FEET, A LENGTH OF 250.02 FEET, A CHORD BEARING OF **N 38°31'10" W**, WITH A CHORD OF **247.08** FEET TO A SET ½" IRON ROD WITH BLUE PLASTIC CAP LABELED "PCE 100097-00", A CLIP CORNER HEREOF;

N 22°32'12" E A DISTANCE OF **28.24** FEET TO A SET ½" IRON ROD WITH BLUE PLASTIC CAP LABELED "PCE 100097-00", A CLIP CORNER HEREOF;

N 67°37'11" E A DISTANCE OF **724.72** FEET TO A SET ½" IRON ROD WITH BLUE PLASTIC CAP LABELED "PCE 100097-00", A POINT OF CURVATURE HEREOF;

ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 240.00 FEET, A LENGTH OF 124.05 FEET, A CHORD BEARING OF **N 82°25'39" E**, WITH A CHORD OF **122.68** FEET TO A SET ½" IRON ROD WITH BLUE PLASTIC CAP LABELED "PCE 100097-00", A POINT OF TANGENCY HEREOF;

S 82°45'52" E A DISTANCE OF **18.50** FEET TO A SET ½" IRON ROD WITH BLUE PLASTIC CAP LABELED "PCE 100097-00", A POINT OF CURVATURE HEREOF;

ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 50.00 FEET, A LENGTH OF 26.92 FEET, A CHORD BEARING OF **S 67°20'26" E**, WITH A CHORD OF **26.60** FEET TO A SET ½" IRON ROD WITH BLUE PLASTIC CAP LABELED "PCE 100097-00", A POINT OF TANGENCY HEREOF;

THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 5,654.58 FEET, A LENGTH OF 371.59 FEET, A CHORD BEARING OF **S 00°08'53" E**, WITH A CHORD OF **371.53** FEET TO THE **POINT OF BEGINNING** AND CONTAINING 7.69 ACRES OF LAND, MORE OR LESS.

BASIS OF BEARING

A FOUND 1/2" IRON ROD, A POINT OF CURVATURE (PC) ON THE WESTERLY RIGHT-OF-WAY LINE OF BOB BULLOCK LOOP (LOOP 20) RECORDED IN VOLUME 160, PAGE 134, OFFICIAL PUBLIC RECORDS WEBB COUNTY TEXAS, THE EASTERLY LINE OF RADCLIFFE & SUE SPIVEY KILLAM, RECORDED IN VOLUME 1349, PAGES 790-793, OFFICIAL PUBLIC RECORDS WEBB COUNTY TEXAS AND A FOUND 1/2" IRON ROD, A POINT OF TANGENCY (PT) ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID BOB BULLOCK LOOP (LOOP 20), THE EASTERLY LINE OF ORALIA C. GARZA, 71.0 ACRES, RECORDED IN VOLUME 1487, PAGES 784-787, DEED RECORDS WEBB COUNTY TEXAS.

RECORDED: N 02°46'16" W 3738.81'
MEASURED: N 02°46'16" W 3738.94'

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT THE FOREGOING "FIELD NOTES" AND ATTACHED "PLAT OF SURVEY" WERE PREPARED FROM AN ACTUAL SURVEY OF THE SUBJECT PROPERTY ON THE GROUND UNDER MY SUPERVISION.

Eduardo J. Gutierrez, R.P.L.S. No. 5839

Date: 12-14-16

ORDINANCE NO. 2022-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING OF APPROXIMATELY 7.69 ACRES SITUATED IN PORCION 26, AUGUSTIN SANCHEZ ORIGINAL GRANTEE, ABSTRACT 282, CITY OF LAREDO, WEBB COUNTY TEXAS. BEING OUT OF THAT CERTAIN 1,450 ACRES OF LAND CONVEYED TO DELFINA BENAVIDES ALEXANDER AND JOSEFINA ALEXANDER GONZALEZ RECORDED IN VOLUME 414 PAGES 502-506, DEED RECORDS WEBB COUNTY TEXAS, SUBSEQUENTLY CONVEYED TO ALEXANDER RESIDENTIAL DEVELOPMENT COMPANY LIMITED PARTNERSHIP, 978 ACRES, AS PER DEED RECORDED IN VOLUME 857, PAGES 66-68, WEBB COUNTY DEED RECORDS, LOCATED WEST OF BOB BULLOCK LOOP AND EAST OF JOSEFINA DRIVE, FROM R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) AND B-3 (COMMUNITY BUSINESS DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of approximately 7.69 acres situated in Porcion 26, Augustin Sanchez Original Grantee, Abstract 282, City of Laredo, Webb County Texas. Being out of that certain 1,450 acres of land conveyed to Delfina Benavides Alexander and Josefina Alexander Gonzalez recorded in Volume 414 Pages 502-506, deed records Webb County Texas, subsequently conveyed to Alexander Residential Development Company Limited Partnership, 978 acres, as per deed recorded in Volume 857, Pages 66-68, Webb County Deed Records, located west of Bob Bullock Loop and east of Josefina Drive, from R-1 (Single Family Residential District) and B-3 (Community Business District) to B-4 (Highway Commercial District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on June 16, 2022; 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 18, 2022 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo is hereby amended by rezoning of approximately 7.69 acres situated in Porcion 26, Augustin Sanchez Original Grantee, Abstract 282, City of Laredo, Webb County Texas. Being out of that certain 1,450 acres of land conveyed to Delfina Benavides Alexander and Josefina Alexander Gonzalez recorded in Volume 414 Pages 502-506, deed records Webb County Texas, subsequently conveyed to Alexander Residential Development Company Limited Partnership, 978 acres, as per deed recorded in Volume 857, Pages 66-68, Webb County Deed Records, located west of Bob Bullock Loop and east of Josefina Drive, from R-1 (Single Family Residential District) and B-3 (Community Business District) to B-4 (Highway Commercial District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2022.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ
CITY SECRETARY

APPROVED AS TO FORM:

_____
DAVID H. ARREDONDO
ASSISTANT CITY ATTORNEY

Public Hearings (also Intro Ord) 5.

City Council-Regular

Meeting Date: 07/18/2022

Initiated By: Riazul Mia, Assistant City Manager

Initiated By: City of Laredo, Owner; Community Development/Municipal Housing, Applicant; Humberto Delgado, Representative

Staff Source: Orlando D. Navarro, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 6, Block Country Club Estates Subdivision, located at 101 Sandtrap Circle, from R-1 (Single Family Residential District) to R-2 (Multi-family Residential District).

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

ZC-058-2022
District V

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: District V - Ruben Gutierrez, Jr.

Proposed use: Duplex

Site: The site currently occupies a residential dwelling.

Surrounding land uses: To the north of the site is Fairway Lane, single family residential use, and vacant developed land. To the east of the site of the site is Sandtrap Circle and predominantly single family residential use. To the south of the site is Sandtrap Circle, single family residential use, and vacant undeveloped land. To the west of the site is single family residential use, Lakeside Apartments, and Casa Blanca Lake Road.

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

Transportation Plan: The Long Range Thoroughfare Plan does not identify Fairway Lane and Sandtrap Circle.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

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

COMMITTEE RECOMMENDATION

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

STAFF RECOMMENDATION

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

1. While the proposed zone change is not in conformance with the Comprehensive Plan's designation as Low Density Residential, this is not anticipated to have a negative impact in the surrounding area or neighborhood.
2. The property complies with the R-2 zoning minimum lot area requirements of 4,600 square feet as per the Land Development Code, Section 24.77.1, Dimensional Standards. The property approximately has an area of 8,807.98 square feet.
3. The property also complies with the minimum lot area requirements for a duplex, which is 6,000 square feet as per the Land Development Code, Section 24.77.1, Dimensional Standards. As mentioned, the property approximately has an area of 8,807 square feet.

Staff **supports** the application.

R-2. The purpose of the R-2 (Multi-Family Residential District) is to provide an area for higher density residential uses 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?

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No. There are similar uses within the vicinity of the site.

Would this change create an isolated zoning district unrelated to surrounding districts?
No. There are higher intensity uses, such as B-1 and B-4 zoning to the north, west, and south of the site.

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

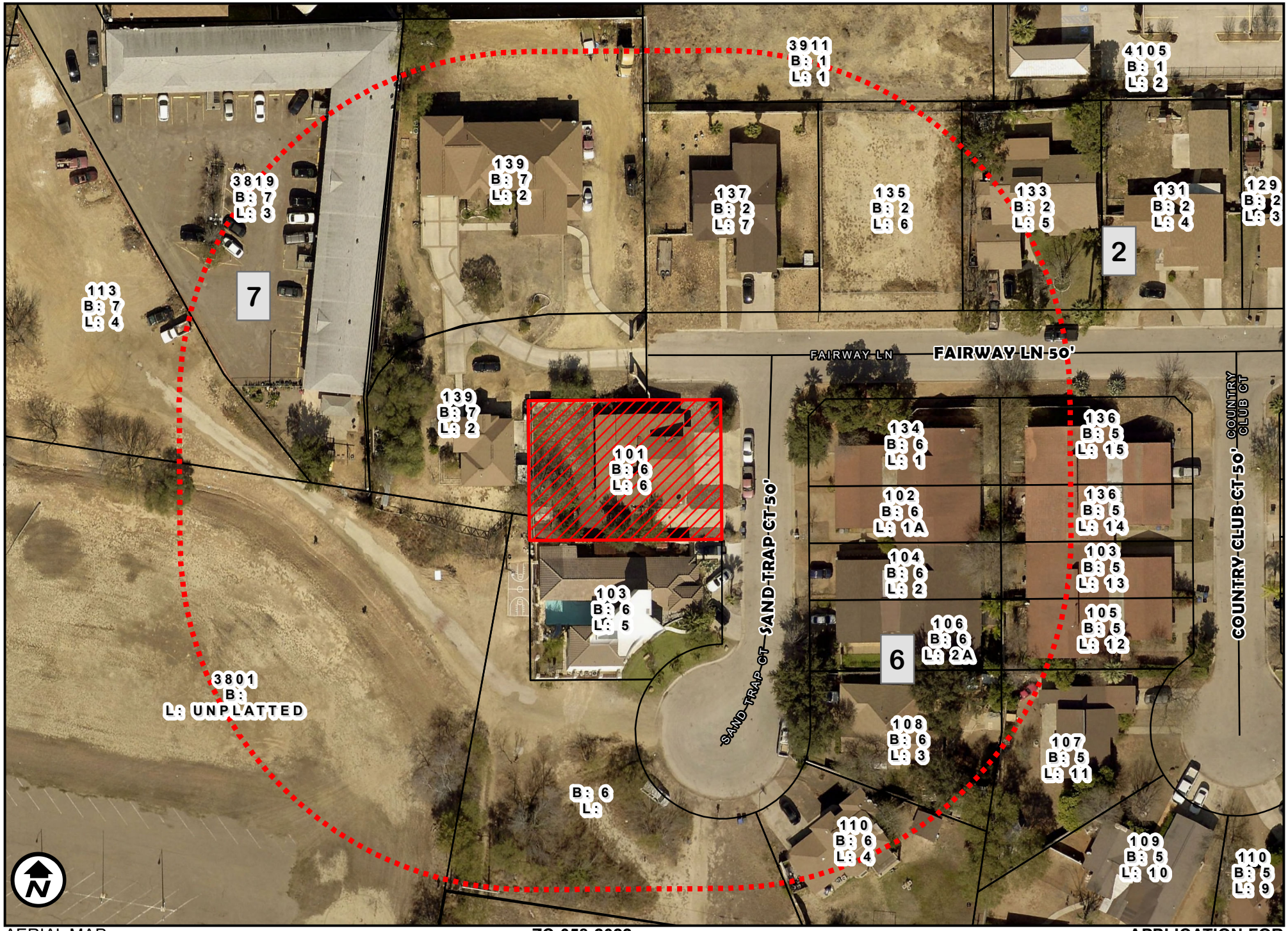
Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The existing R-1 zone does not allow for a duplex as intended by the applicant.

Fiscal Impact

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

Attachments

Maps
Ordinance

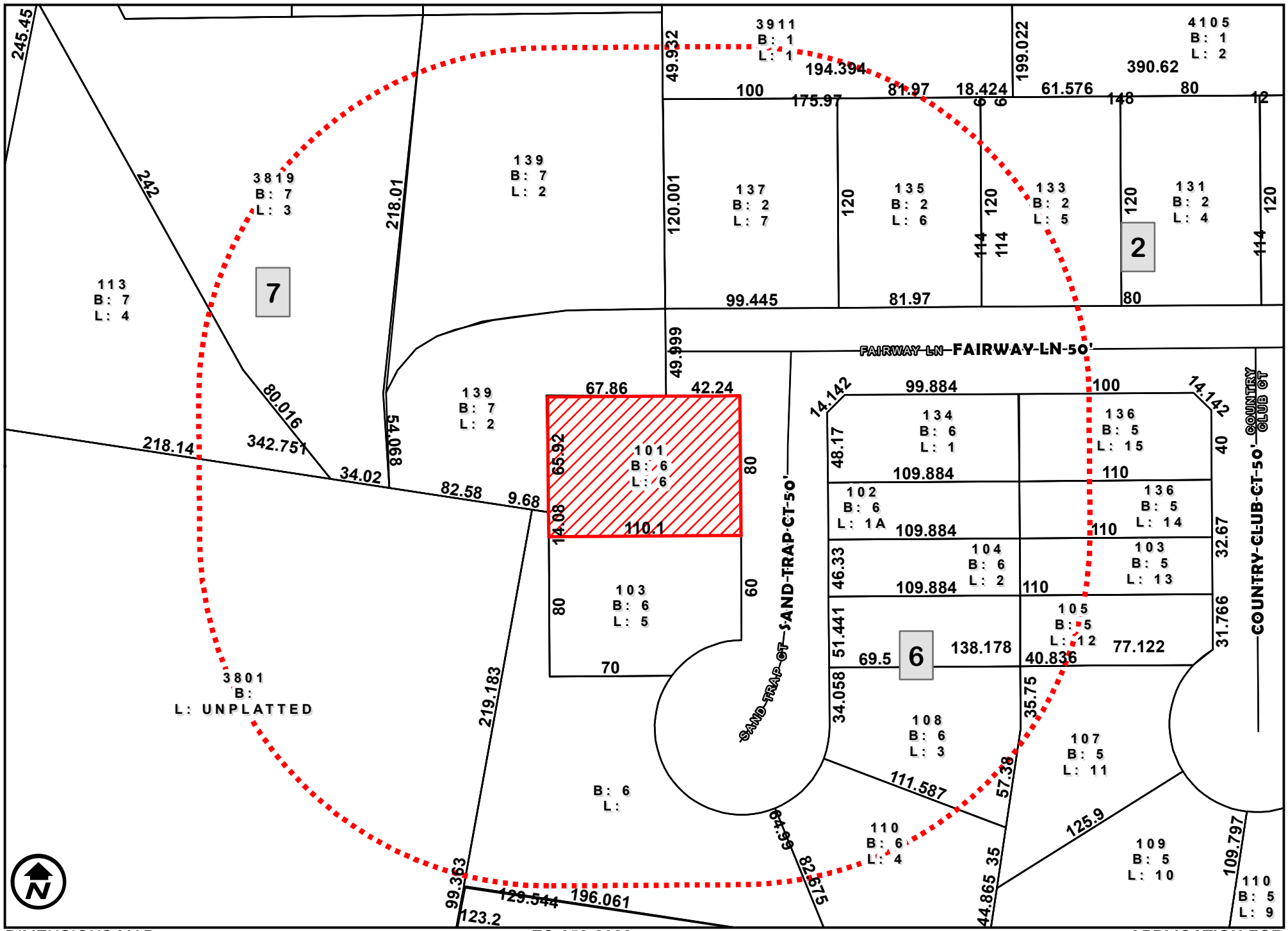


AERIAL MAP

1 inch = 70 feet

ZC-058-2022
COUNCIL DISTRICT 5
101 SANDTRAP CIRCLE.

APPLICATION FOR
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
R-2 (MULTI - FAMILY DISTRICT)

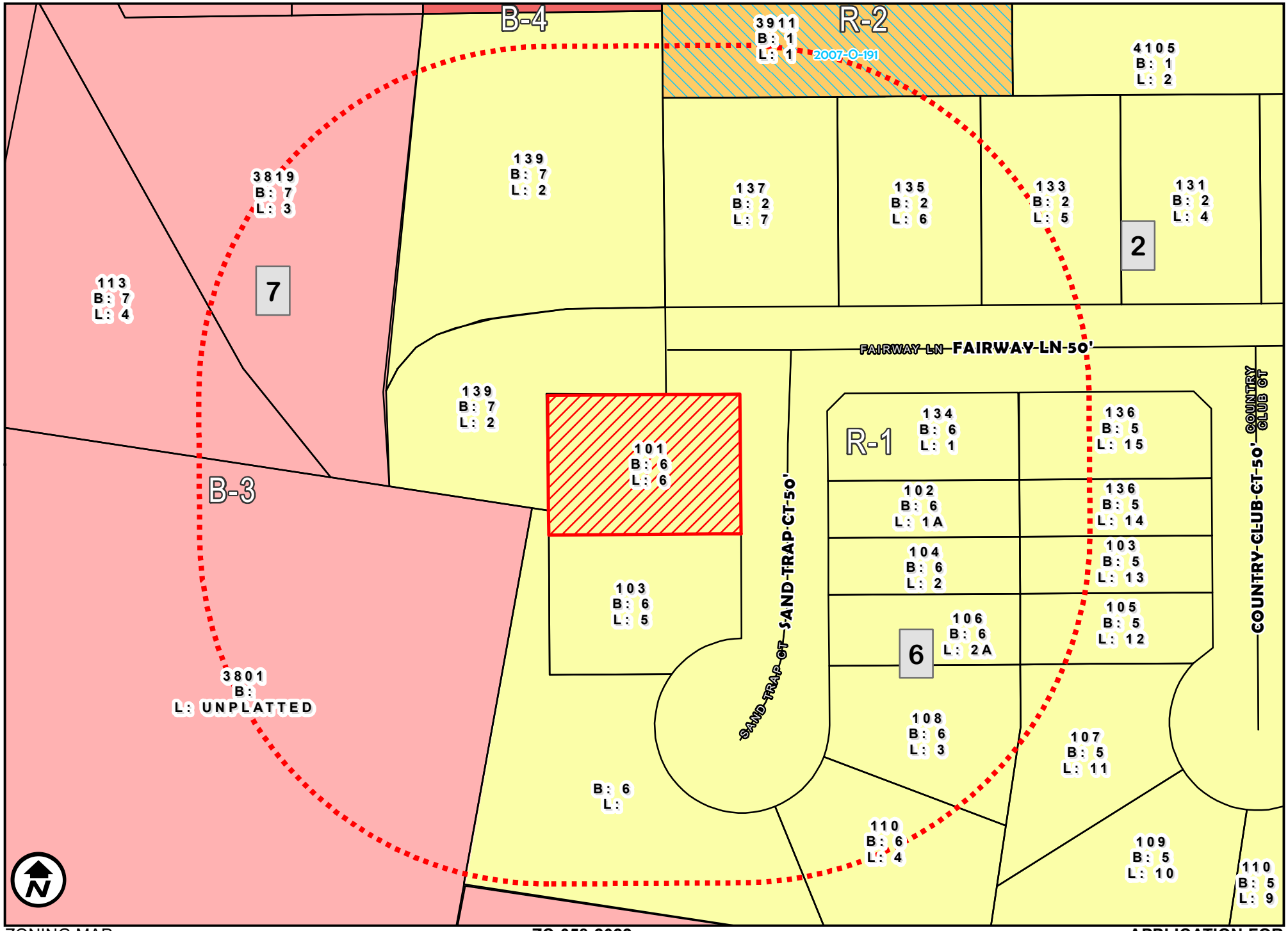


DIMENSIONS MAP

1 inch = 70 feet

ZC-058-2022
COUNCIL DISTRICT 5
101 SANDTRAP CIRCLE.

APPLICATION FOR
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
R-2 (MULTI - FAMILY DISTRICT)

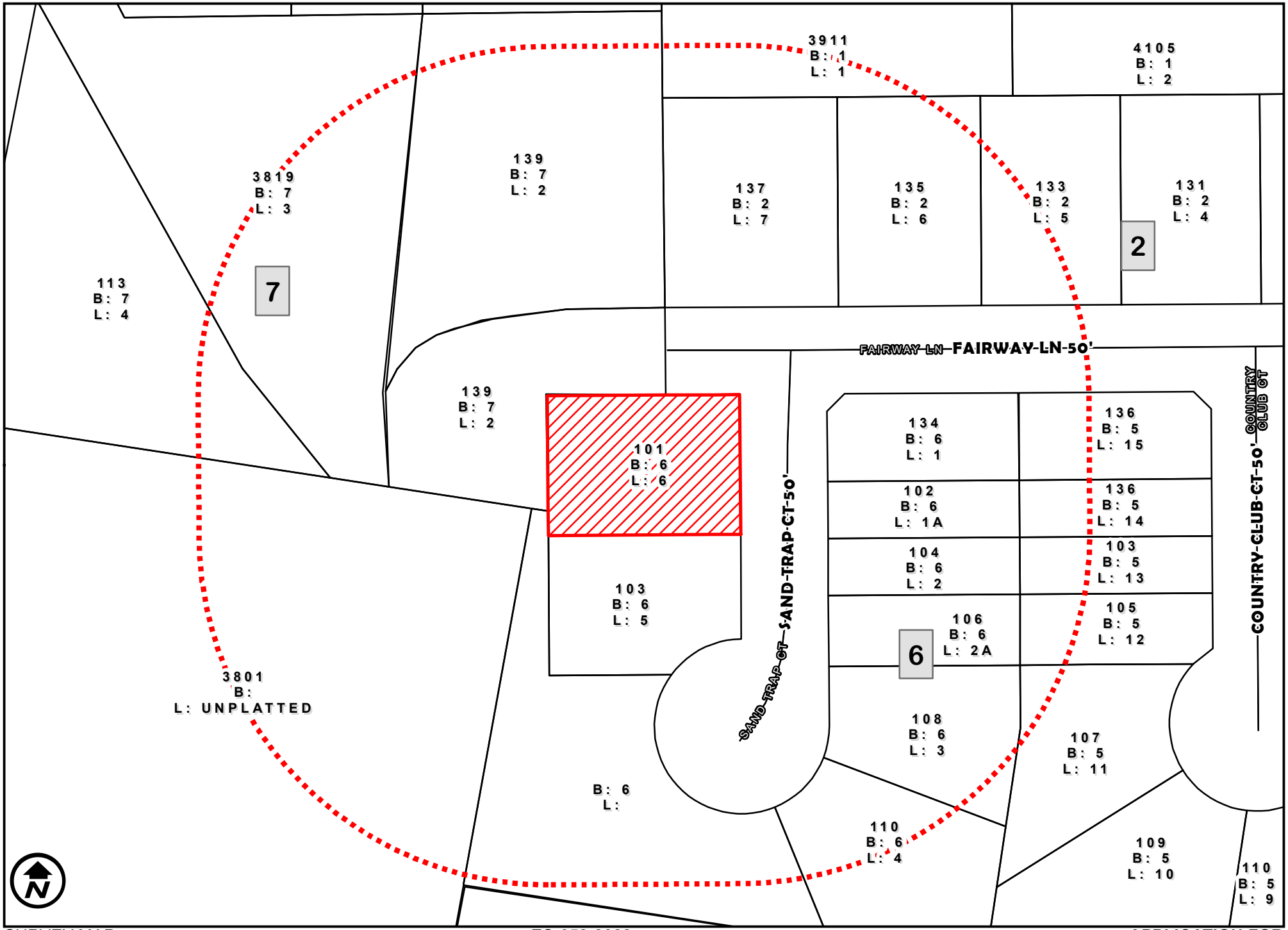


ZONING MAP

1 inch = 70 feet

ZC-058-2022
COUNCIL DISTRICT 5
101 SANDTRAP CIRCLE.

APPLICATION FOR
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
R-2 (MULTI - FAMILY DISTRICT)

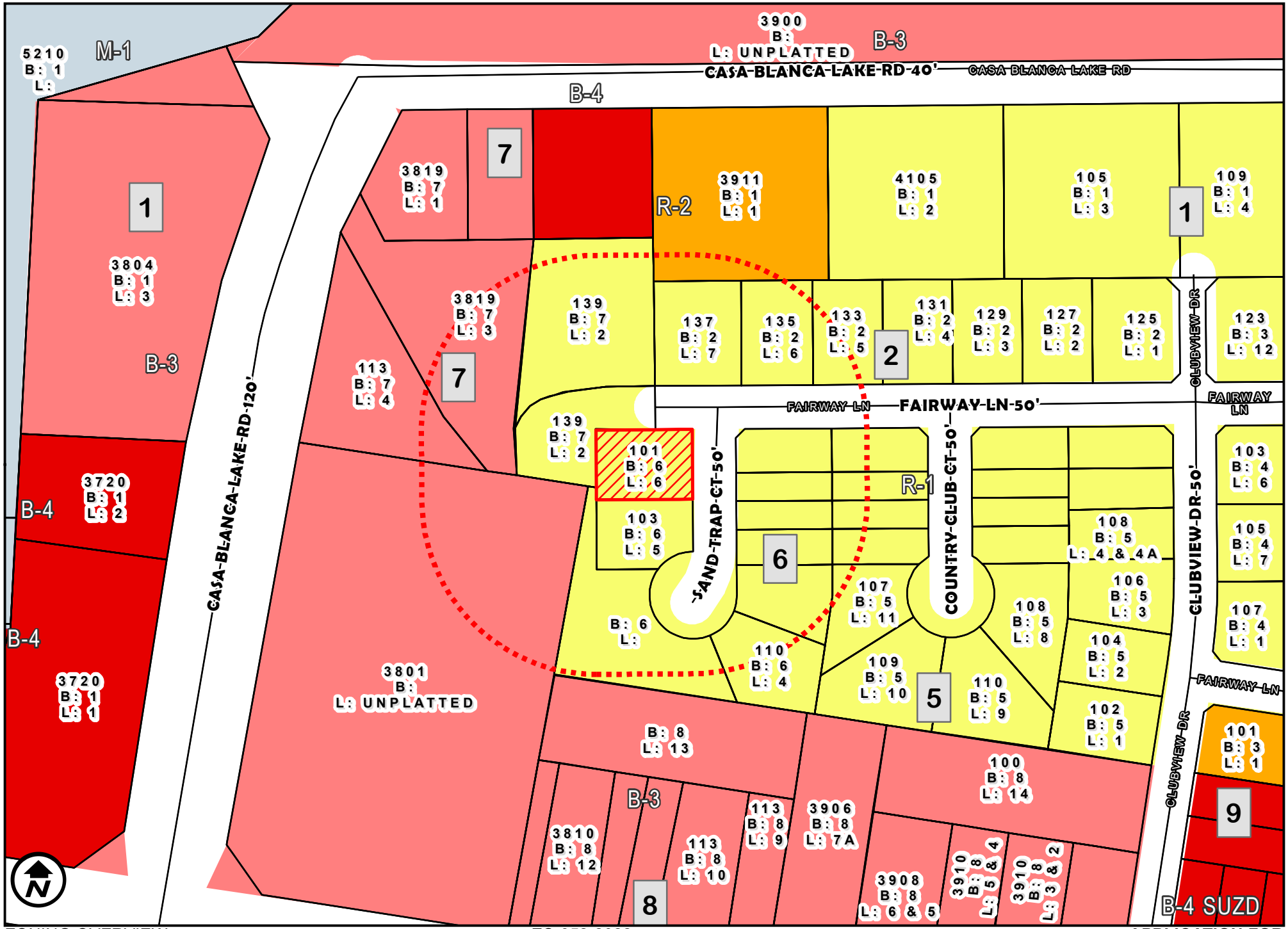


SURVEY MAP

1 inch = 70 feet

ZC-058-2022
COUNCIL DISTRICT 5
101 SANDTRAP CIRCLE.

APPLICATION FOR
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
R-2 (MULTI - FAMILY DISTRICT)

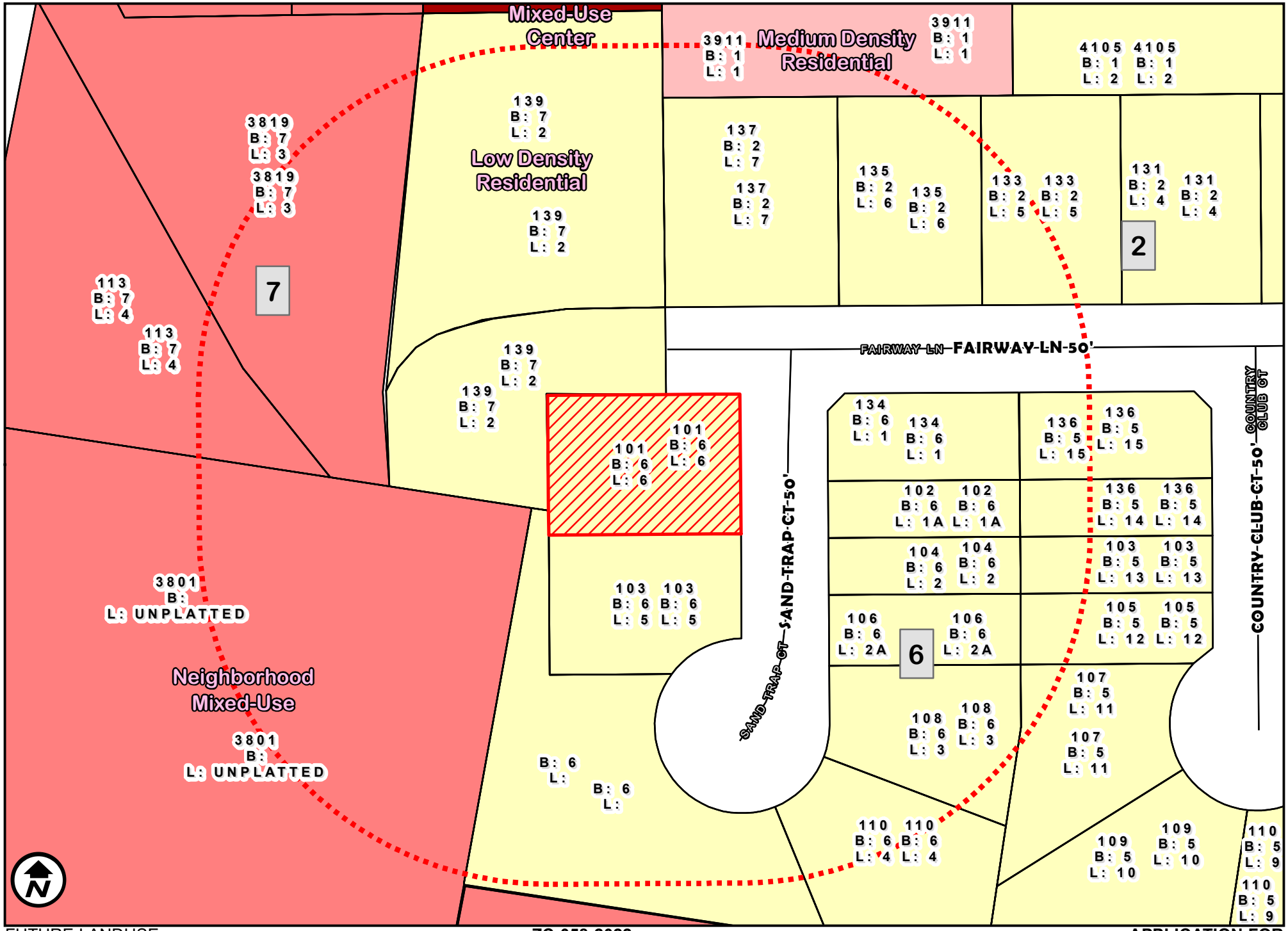


ZONING OVERVIEW

1 inch = 141 feet

ZC-058-2022
COUNCIL DISTRICT 5
101 SANDTRAP CIRCLE.

APPLICATION FOR
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
R-2 (MULTI - FAMILY DISTRICT)

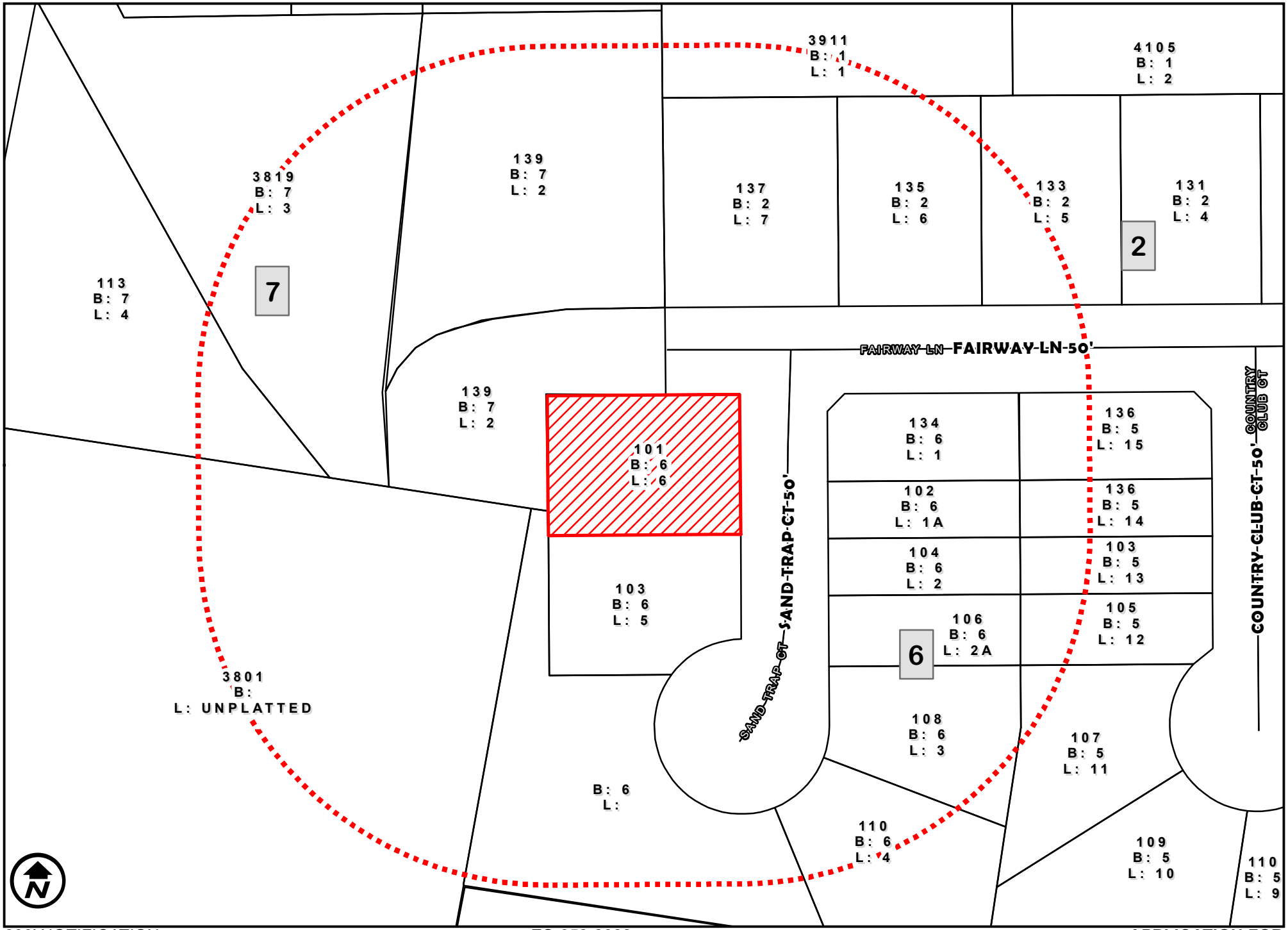


FUTURE LANDUSE

1 inch = 70 feet

ZC-058-2022
COUNCIL DISTRICT 5
101 SANDTRAP CIRCLE.

APPLICATION FOR
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
R-2 (MULTI - FAMILY DISTRICT)



200' NOTIFICATION

1 inch = 70 feet

ZC-058-2022
COUNCIL DISTRICT 5
101 SANDTRAP CIRCLE.

APPLICATION FOR
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
R-2 (MULTI - FAMILY DISTRICT)

ORDINANCE NO. 2022-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING OF LOT 6, BLOCK 6, COUNTRY CLUB ESTATES SUBDIVISION, LOCATED AT 101 SANDTRAP CIRCLE, FROM R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO R-2 (MULTIFAMILY RESIDENTIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of Lot 6, Block 6, Country Club Estates Subdivision, located at 101 Sandtrap Circle, from R-1 (Single Family Residential District) to R-2 (Multifamily 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 16, 2022; 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 18, 2022 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo is hereby amended by rezoning of Lot 6, Block 6, Country Club Estates Subdivision, located at 101 Sandtrap Circle, from R-1 (Single Family Residential District) to R-2 (Multifamily 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 _____, 2022.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ
CITY SECRETARY

APPROVED AS TO FORM:

_____
DAVID H. ARREDONDO
ASSISTANT CITY ATTORNEY

Public Hearings (also Intro Ord) 6.

City Council-Regular

Meeting Date: 07/18/2022
Initiated By: Riazul Mia, Assistant City Manager
Initiated By: Maribel Cisneros Velazquez, Owner; Oscar O. Velazquez, Applicant

Staff Source: Orlando D. Navarro, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 2, Block 7A, Paso del Norte Subdivision, Unit 1, located at 4310 Los Martinez Drive, from R-3 (Mixed Residential Use) to B-3 (Community Business District).

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

ZC-059-2022
District VIII

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: VIII - Cm. Alyssa Cigarroa

Proposed use: Car Lot

Site: The site is currently vacant undeveloped land.

Surrounding land uses: To the north of the site is predominantly mixed residential use, vacant undeveloped land, and Los Martinez Drive. To the east of the site is predominantly mixed residential use, Sergio Street, and Riverside Drive. To the south of the site is Los Martinez Drive and primarily mixed residential use. To the west of the site is vacant undeveloped land and Anna Avenue.

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

Transportation Plan: The Long Range Thoroughfare Plan does not identify Los Martinez Drive.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

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

COMMITTEE RECOMMENDATION

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

STAFF RECOMMENDATION

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

1. The proposed zone change is not in conformance with the Comprehensive Plan's designation as High Density Residential (R-3, R-2, B-1R, B-1, R-O), which does not include B-3 zoning districts.
2. The proposed zone change is dissimilar to the large area of residential type uses and is anticipated to have a negative impact ir the surrounding area or neighborhood.
3. The proposed zone change does not complement the surrounding zoning districts of the large R-3 zone area.

Staff **does not support** the application.

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

Is this change contrary to the established land use pattern?
Yes. The proposed use is dissimilar to the surrounding uses of mixed residential use.

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Would this change create an isolated zoning district unrelated to surrounding districts?
Yes. The primary surrounding zone district is an R-3 with some M-1 use to the north of the site.

Will change adversely influence living conditions in the neighborhood?
This is anticipated to have a negative impact in the surrounding area or neighborhood.

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

Fiscal Impact

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

Attachments

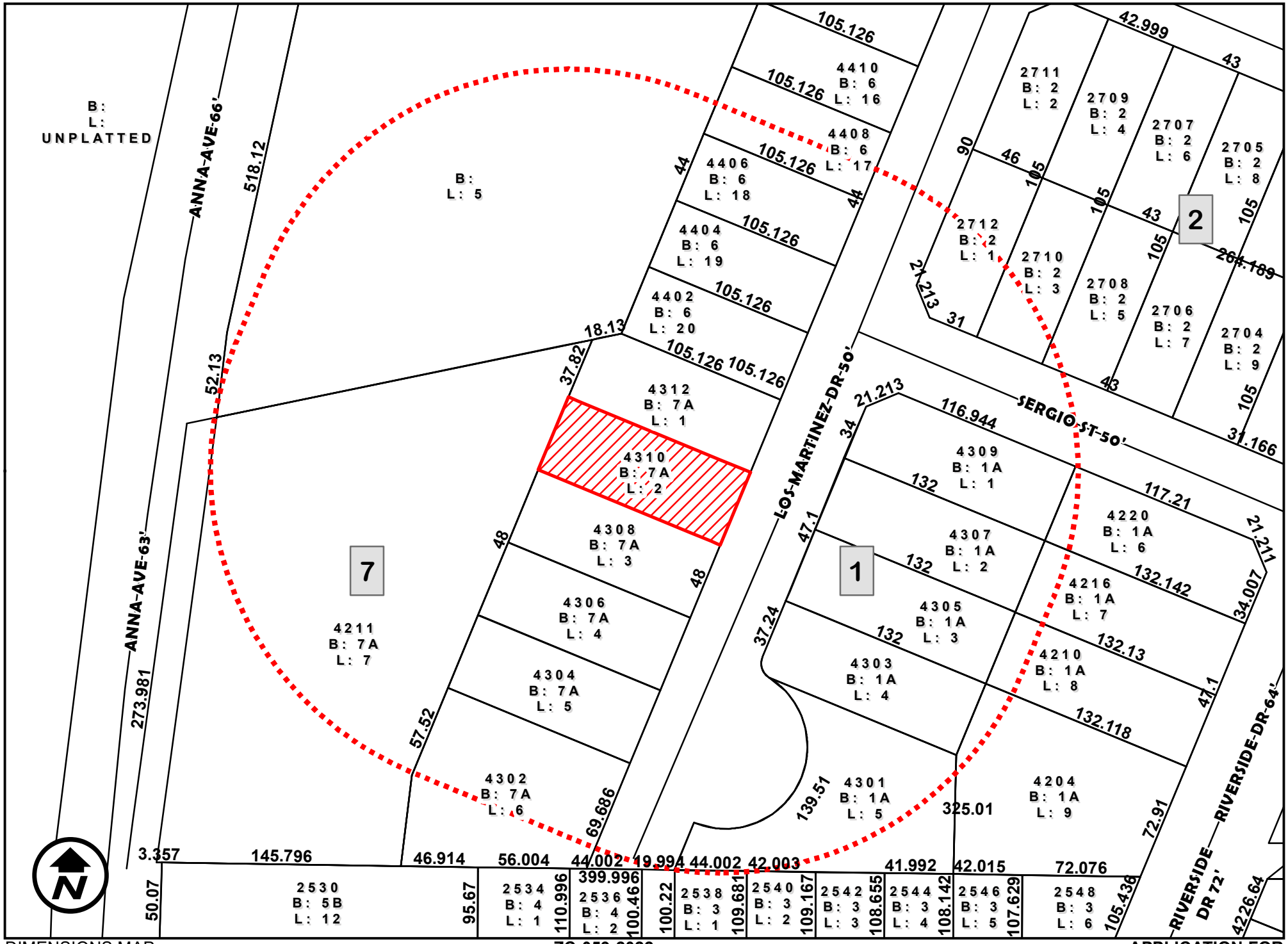
Maps
Ordinance

AERIAL MAP

1 inch = 75 feet

ZC-059-2022
COUNCIL DISTRICT 8
4310 LOS MARTINEZ DRIVE.

APPLICATION FOR
R-3 (MIXED RESIDENTIAL DISTRICT) TO
B-3 (COMMUNITY BUSINESS DISTRICT)

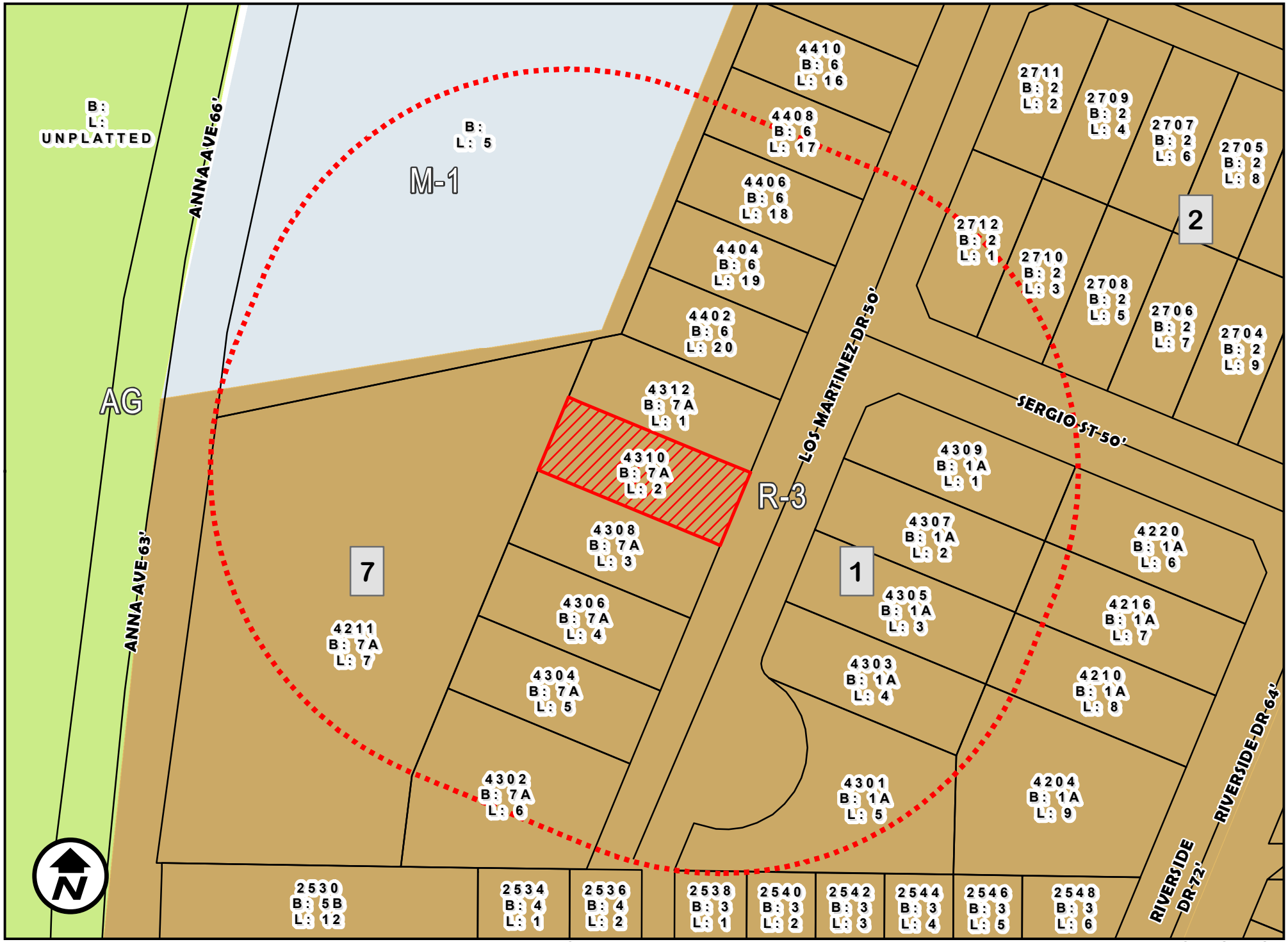


DIMENSIONS MAP

1 inch = 75 feet

ZC-059-2022
COUNCIL DISTRICT 8
4310 LOS MARTINEZ DRIVE.

APPLICATION FOR
R-3 (MIXED RESIDENTIAL DISTRICT) TO
B-3 (COMMUNITY BUSINESS DISTRICT)

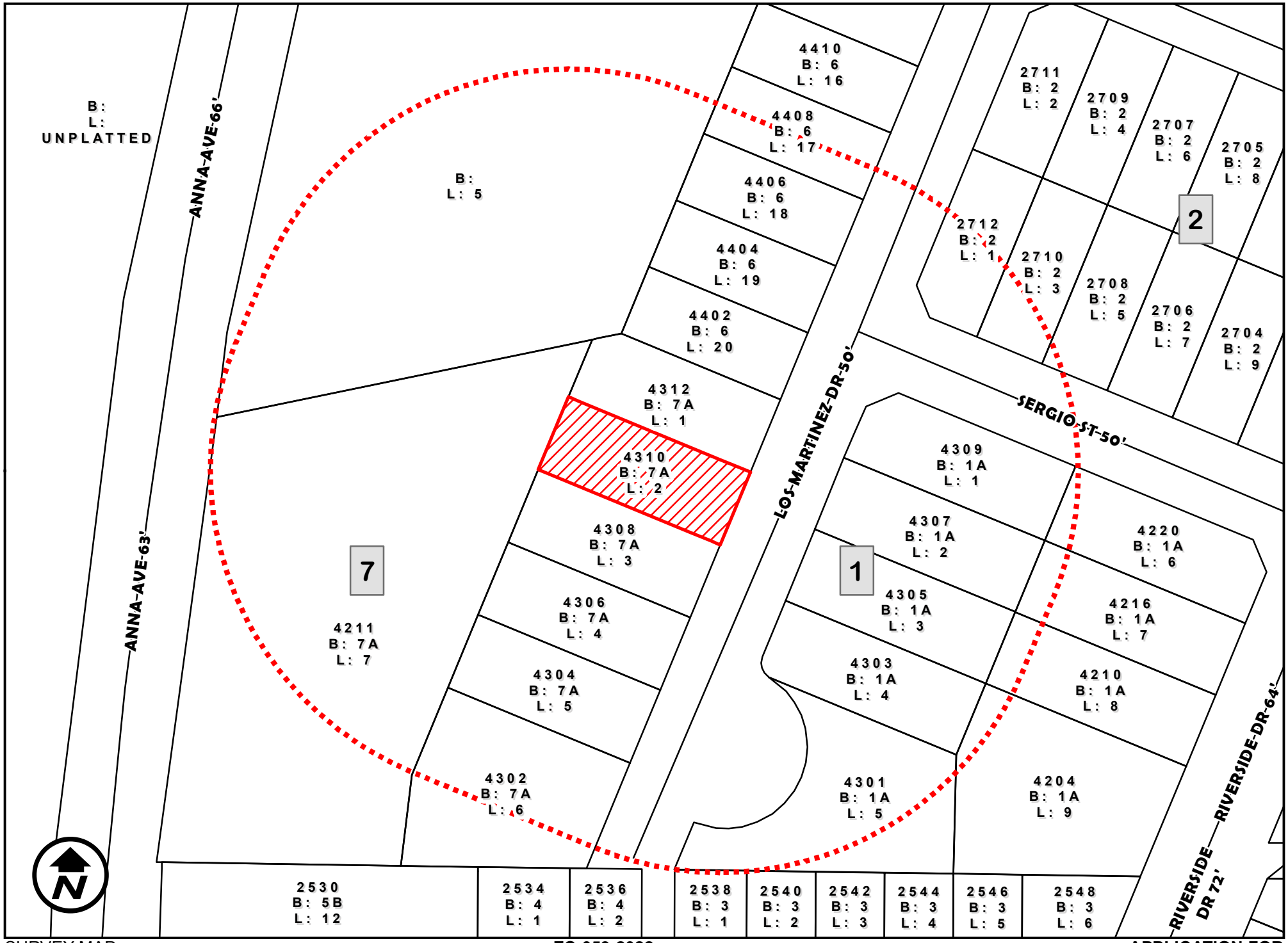


ZONING MAP

1 inch = 75 feet

ZC-059-2022
COUNCIL DISTRICT 8
4310 LOS MARTINEZ DRIVE.

APPLICATION FOR
R-3 (MIXED RESIDENTIAL DISTRICT) TO
B-3 (COMMUNITY BUSINESS DISTRICT)



SURVEY MAP

1 inch = 75 feet

ZC-059-2022
COUNCIL DISTRICT 8
4310 LOS MARTINEZ DRIVE.

APPLICATION FOR
R-3 (MIXED RESIDENTIAL DISTRICT) TO
B-3 (COMMUNITY BUSINESS DISTRICT)

ZONING OVERVIEW

1 inch = 150 feet

ZC-059-2022
COUNCIL DISTRICT 8
4310 LOS MARTINEZ DRIVE.

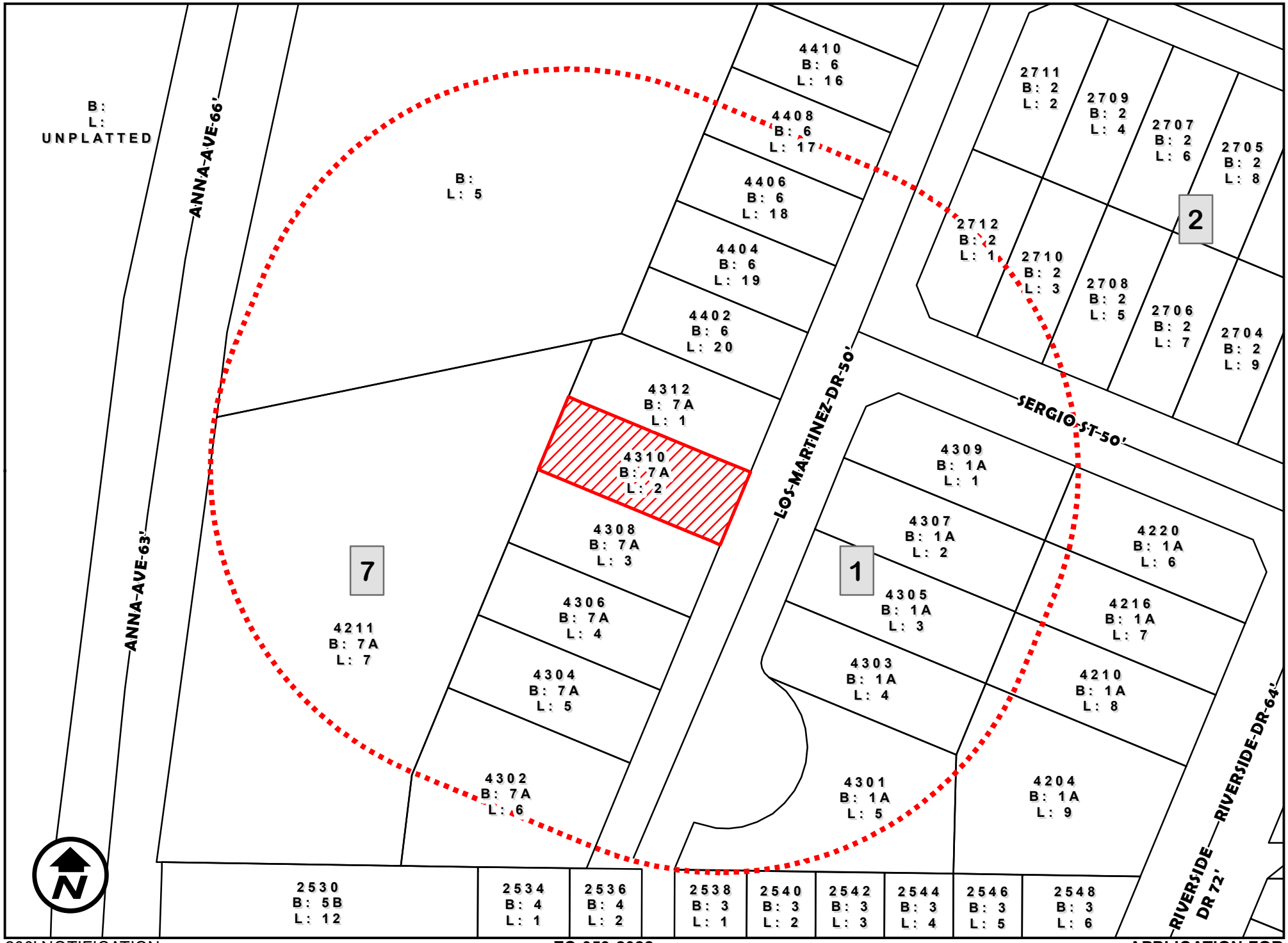
APPLICATION FOR
R-3 (MIXED RESIDENTIAL DISTRICT) TO
B-3 (COMMUNITY BUSINESS DISTRICT)

FUTURE LANDUSE

1 inch = 75 feet

ZC-059-2022
COUNCIL DISTRICT 8
4310 LOS MARTINEZ DRIVE.

APPLICATION FOR
R-3 (MIXED RESIDENTIAL DISTRICT) TO
B-3 (COMMUNITY BUSINESS DISTRICT)



200' NOTIFICATION

1 inch = 75 feet

ZC-059-2022
COUNCIL DISTRICT 8
4310 LOS MARTINEZ DRIVE.

APPLICATION FOR
R-3 (MIXED RESIDENTIAL DISTRICT) TO
B-3 (COMMUNITY BUSINESS DISTRICT)

ORDINANCE NO. 2022-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING OF LOT 2, BLOCK 7A, PASO DEL NORTE SUBDIVISION, UNIT 1, LOCATED AT 4310 LOS MARTINEZ DRIVE, FROM R-3 (MIXED RESIDENTIAL USE) TO B-3 (COMMUNITY BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of Lot 2, Block 7A, Paso del Norte Subdivision, Unit 1, located at 4310 Los Martinez Drive, from R-3 (Mixed Residential Use) 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 16, 2022; and,

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

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

WHEREAS, the City Council has held a public hearing on July 18, 2022 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo is hereby amended by rezoning of Lot 2, Block 7A, Paso del Norte Subdivision, Unit 1, located at 4310 Los Martinez Drive, from R-3 (Mixed Residential Use) 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 _____, 2022.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ
CITY SECRETARY

APPROVED AS TO FORM:

_____
DAVID H. ARREDONDO
ASSISTANT CITY ATTORNEY

City Council-Regular

Meeting Date: 07/18/2022

Initiated By: Riazul Mia, Assistant City Manager

Initiated By: Sacred Heart Childrens' Home, Incorporated, Owner; Columbus Energy, LLC, Applicant; Billy Granger, Representative

Staff Source: Orlando D. Navarro, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for oil and/or gas extraction and production, (plug/abandonment) on approximately 1.00 acre, being out of a 60.91 acre tract (called) conveyed to Sacred Heart Children's Home, Incorporated, recorded in Volume 321, page 496, Deed Records of Webb County, Texas, situated in City of Laredo, Abstract 239, Webb County, Texas, located west of US Highway 83 and north of Lomas del Sur Boulevard.

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

ZC-060-2022
District III

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: III - Cm. Mercurio Martinez, III

Proposed use: Plug/Abandonment of Well (Oil and/or Gas Extraction and Production)

Site: The site is currently occupied by Laredo Townsite A #1 (gas well).

Surrounding land uses: To the north of the site is vacant undeveloped land, Norton Street, and El Taco Tote restaurant. To the eas of the site is US Highway 83 and predominately mixed residential uses. To the south of the site is vacant undeveloped land Taco Palenque restaurant, and Lomas Del Sur Boulevard. To the west of the site is Sacred Heart Childrens' Home and the Rio Grande Riv

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

Transportation Plan: The Long Range Thoroughfare Plan identifies US Highway 83 as an Expressway and identifies Lomas del Su Boulevard as a Major Arterial.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 4 In Favor: 0 Opposed: 0

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a 6 to 0 vote recommended **approval** of the special use permit.

STAFF RECOMMENDATION

A Special Use Permit is used for those types of uses that warrant individual attention on a case, by case, basis and should not be categorized in a zoning district. A Special Use Permit is basically, an overlay on top of the existing zoning designation and can be limited in many respects such as time, fencing, setbacks, landscaping, etc. A Special Use Permit is required for Oil and Gas Extraction & Production as per Section 24-73 to include but not limited to Section 24.73.16 Wells to be abandoned. The property is ir B-3 (Community Business District).

Staff **supports** the proposed Special Use Permit at this location for the following reasons:

1. The intent of the Special Use Permit is to plug and abandon the well.
2. The proposed Special Use Permit is not anticipated to have a negative impact in the surrounding area or neighborhood.

If approved, Staff suggests the following conditions:

1. The Special Use Permit is issued to Columbus Energy LLC., and is non-transferable.

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2. The Special Use Permit is restricted to site plan, Exhibit “A”, which is made part hereof for all purposes.
3. The Special Use Permit must abide by statements in letter, Exhibit B, which is made part hereof for all purposes.
4. The special use permit shall comply with all fire code requirements including the location and treatment of the premises.
5. The special use permit shall comply with all rules and regulations of the Laredo Land Development Code Section 24-73: Oil and Gas Extraction & Production Specific use Zoning Overlay District and Permit Requirements.
6. The special use permit shall be subject to an annual inspection.
7. Lighting and operations to plug/abandon the Gas Unit (well) shall be screened to avoid adverse impact on adjacent residential neighborhoods.
8. All related operations to the plugging and abandonment of the existing well, shall be limited during the day to avoid adverse effect on the Residential neighborhood in the proximity of the area.

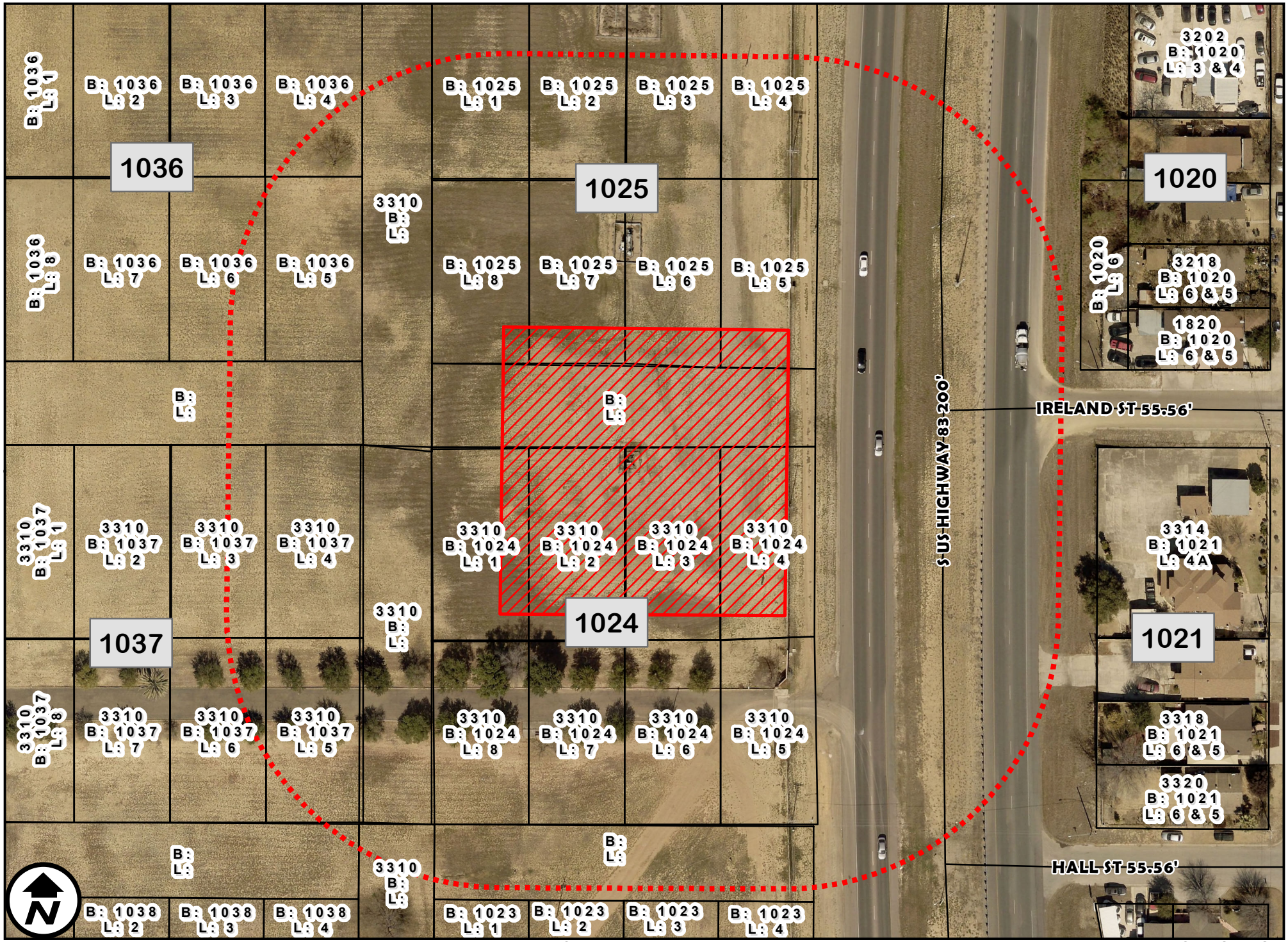
Staff **supports** the application.

Fiscal Impact

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

Attachments

Maps
Survey
Site Plan
Narrative
Oil and Gas Ordinance
Ordinance - Draft

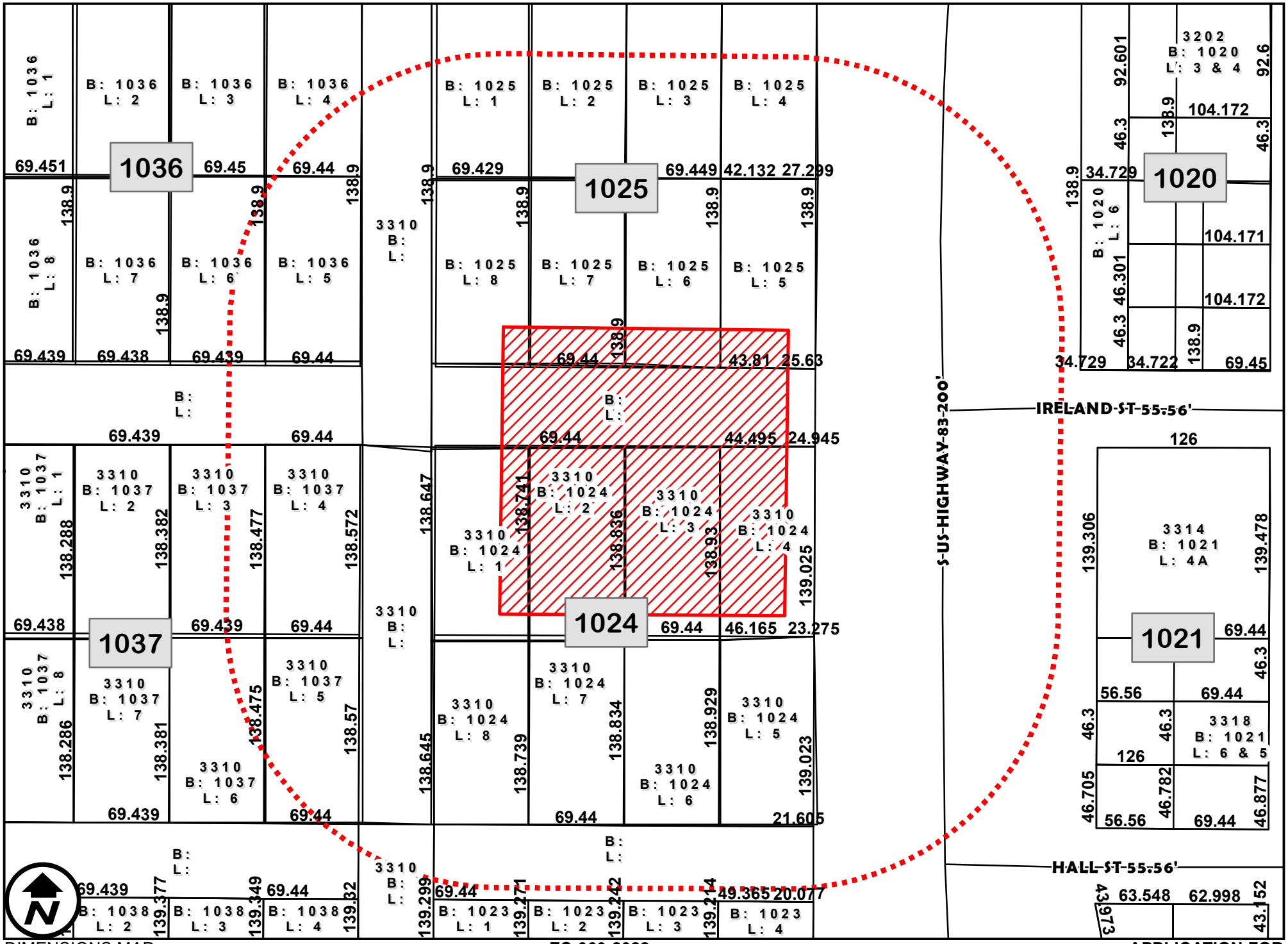


AERIAL MAP

1 inch = 90 feet

ZC-060-2022
COUNCIL DISTRICT 3
WEST OF US HIGHWAY 83 AND NORTH OF LOMAS DEL SUR BOULEVARD.

APPLICATION FOR
B-3 (COMMUNITY BUSINESS DISTRICT) TO
S.U.P. FOR PLUGGING GAS WELL



DIMENSIONS MAP

1 inch = 90 feet

ZC-060-2022

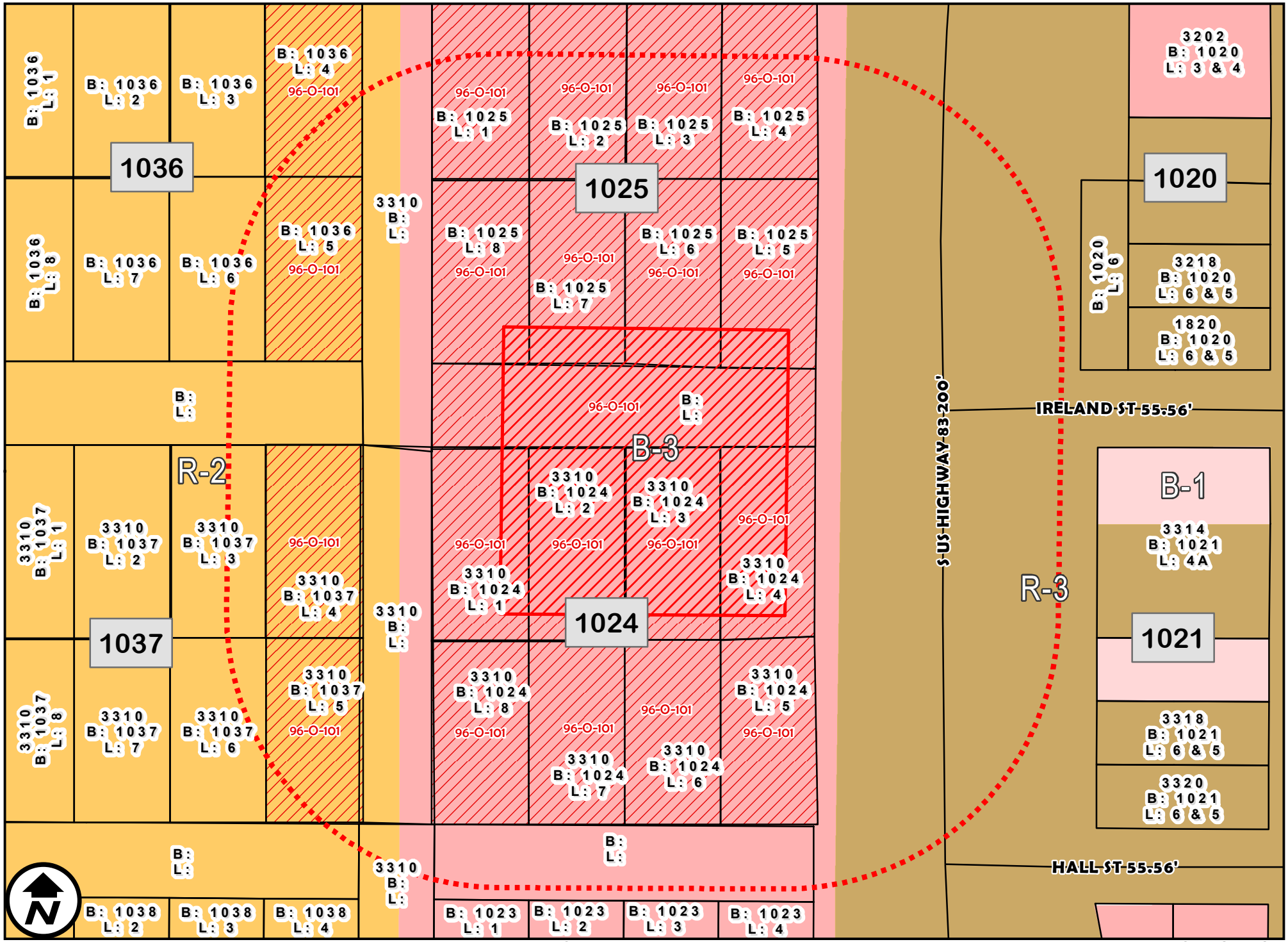
COUNCIL DISTRICT 3

WEST OF US HIGHWAY 83 AND NORTH OF LOMAS DEL SUR BOULEVARD.

APPLICATION FOR

B-3 (COMMUNITY BUSINESS DISTRICT) TO

S.U.P. FOR PLUGGING GAS WELL

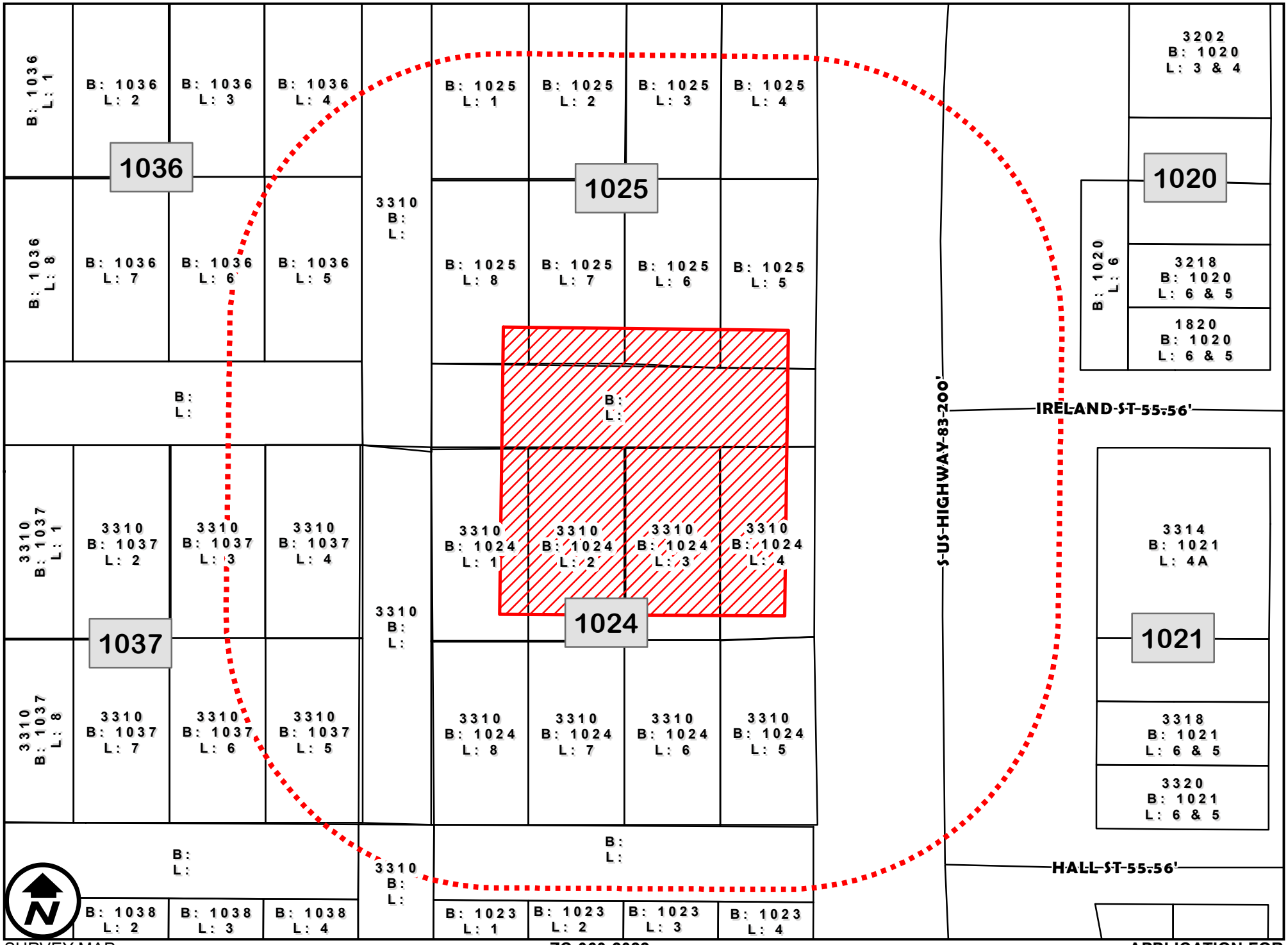


ZONING MAP

1 inch = 90 feet

ZC-060-2022
COUNCIL DISTRICT 3
WEST OF US HIGHWAY 83 AND NORTH OF LOMAS DEL SUR BOULEVARD.

APPLICATION FOR
B-3 (COMMUNITY BUSINESS DISTRICT) TO
S.U.P. FOR PLUGGING GAS WELL

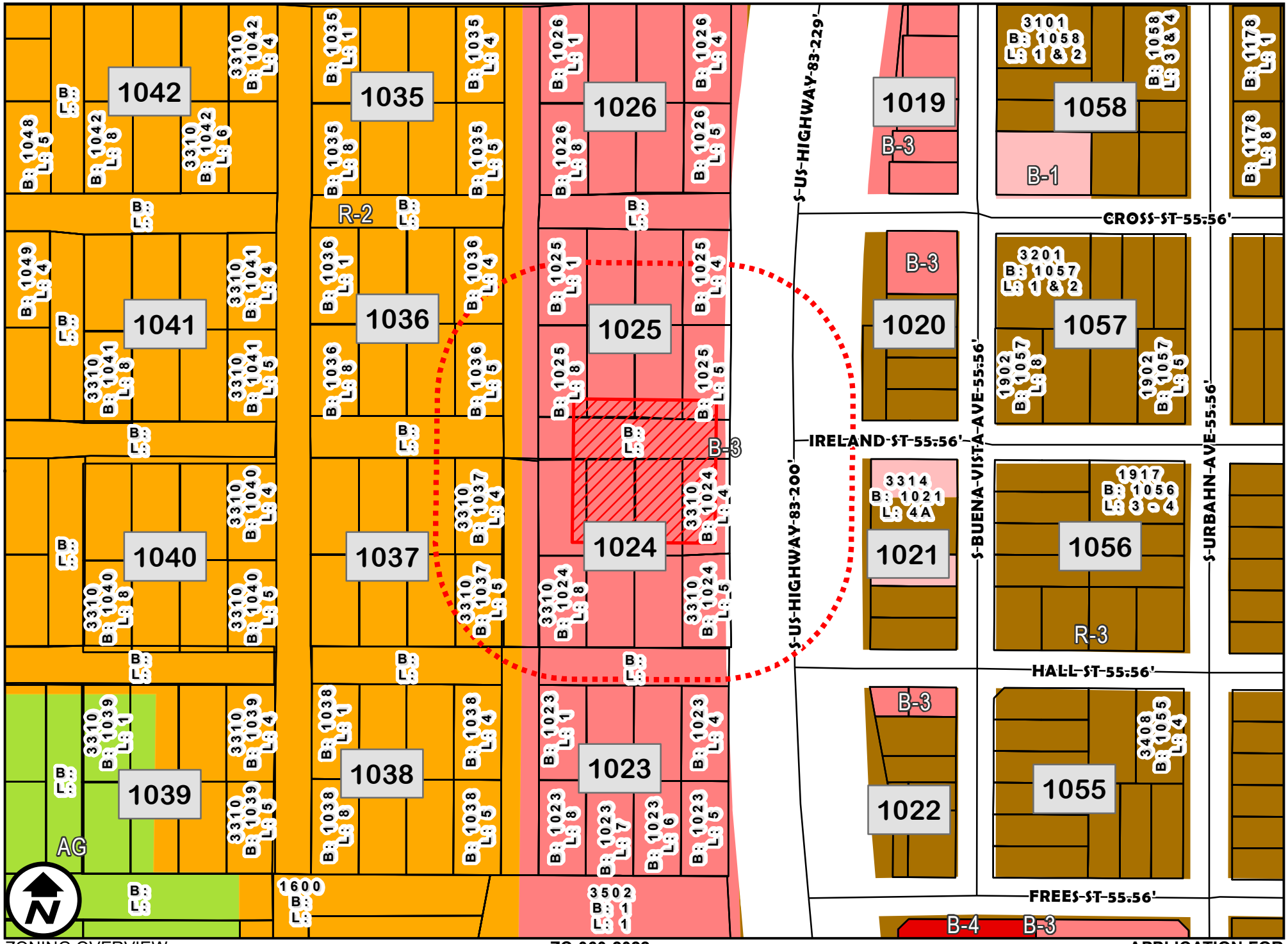


SURVEY MAP

1 inch = 90 feet

ZC-060-2022
COUNCIL DISTRICT 3
WEST OF US HIGHWAY 83 AND NORTH OF LOMAS DEL SUR BOULEVARD.

APPLICATION FOR
B-3 (COMMUNITY BUSINESS DISTRICT) TO
S.U.P. FOR PLUGGING GAS WELL

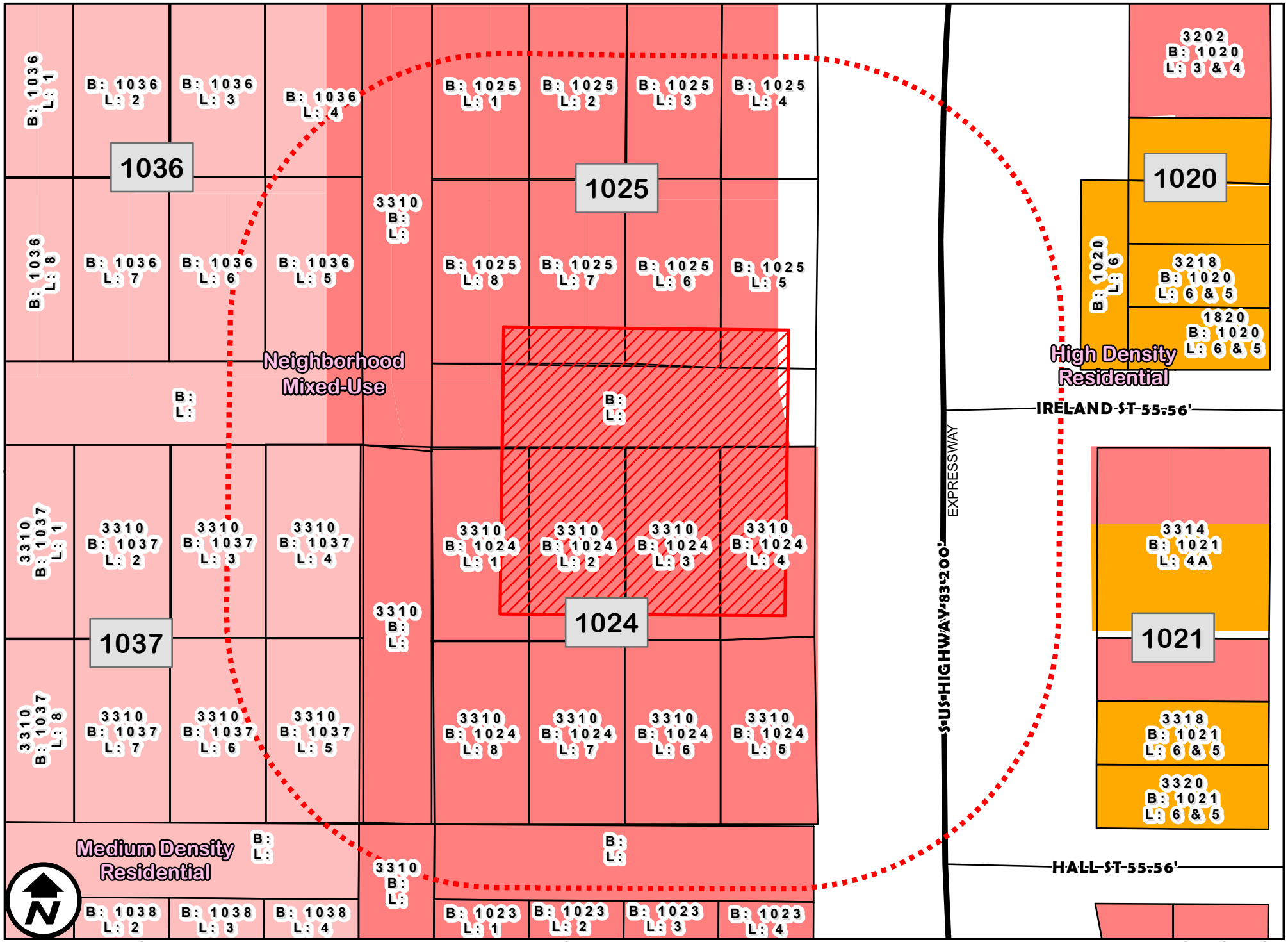


ZONING OVERVIEW

1 inch = 180 feet

ZC-060-2022
COUNCIL DISTRICT 3
WEST OF US HIGHWAY 83 AND NORTH OF LOMAS DEL SUR BOULEVARD.

APPLICATION FOR
B-3 (COMMUNITY BUSINESS DISTRICT) TO
S.U.P. FOR PLUGGING GAS WELL

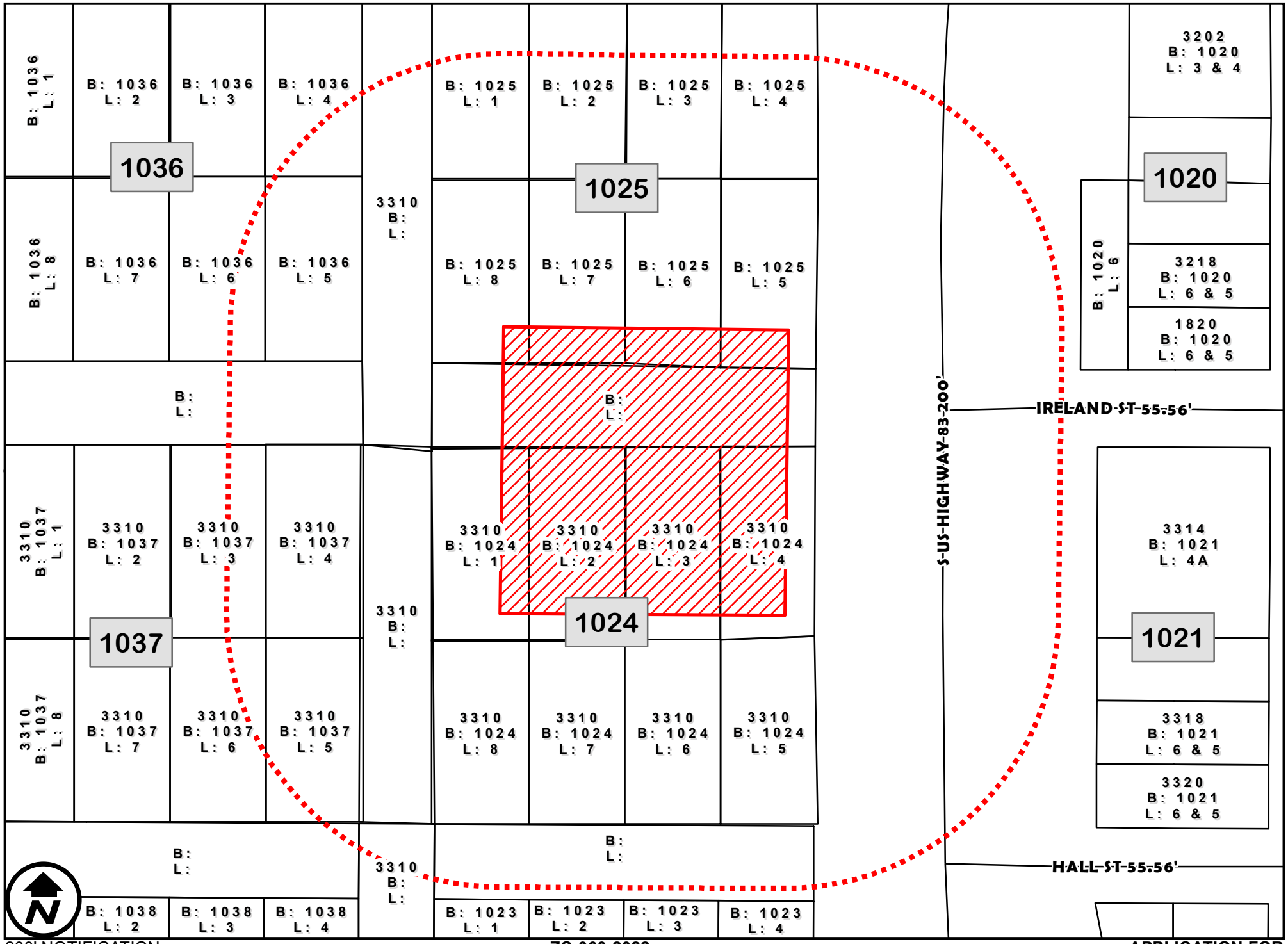


FUTURE LANDUSE

1 inch = 90 feet

ZC-060-2022
COUNCIL DISTRICT 3
WEST OF US HIGHWAY 83 AND NORTH OF LOMAS DEL SUR BOULEVARD.

APPLICATION FOR B-3 (COMMUNITY BUSINESS DISTRICT) TO S.U.P. FOR PLUGGING GAS WELL



200' NOTIFICATION

1 inch = 90 feet

ZC-060-2022
COUNCIL DISTRICT 3
WEST OF US HIGHWAY 83 AND NORTH OF LOMAS DEL SUR BOULEVARD.

APPLICATION FOR
B-3 (COMMUNITY BUSINESS DISTRICT) TO
S.U.P. FOR PLUGGING GAS WELL

HOWLAND
ENGINEERING AND SURVEYING CO.

EXHIBIT "A"

METES AND BOUNDS
FOR
RIO GRANDE E&P, LLC
LAREDO TOWNSITE "A" UNIT No. 1 WELL SITE
1.00 ACRE

A TRACT OF LAND CONTAINING 1.00 ACRE, more or less, being out of a 60.91 acre tract (called) conveyed to Sacred Heart Childrens Home, Inc., recorded in Volume 321, Page 496, Deed Records of Webb County, Texas, situated in City of Laredo, Abstract 239, Webb County, Texas, and being more particularly described as follows:

COMMENCING at a found fence corner post, being the Northeast corner of said 60.91 acre tract; THENCE, S 21°13'28" W, a distance of 623.49 feet, to a point for the Northwest corner hereof, and the **POINT OF BEGINNING**;

THENCE, EAST, a distance of **208.71 FEET,** to a point for the Northeast corner hereof;

THENCE, SOUTH, a distance of **208.71 FEET**, to a point for the Southeast corner hereof;

THENCE, WEST, a distance of **208.71 FEET,** to a point for the Southwest corner hereof;

THENCE, NORTH, a distance of **208.71 FEET**, to the **POINT OF BEGINNING** and containing 1.00 acre of land, more or less.

Basis of Bearing: G.P.S., TX. South Zone, NAD-27

www.howlandcompanies.com
7615 N. Bartlett Avenue | P.O. Box 451128 (78045) | Laredo, TX 78041 | P. 956.722.4411 | F. 956.441-0180
4902 Sinclair Road | San Antonio, TX 78222 | P. 210.648.1600 | F. 210.648.1605
TBPE Firm Registration No. F-4097 | TBPLS Firm Registration No. 100464-00 | TBPLS Firm Registration No. 10194361

EXHIBIT "B"

RIO GRANDE E&P, LLC

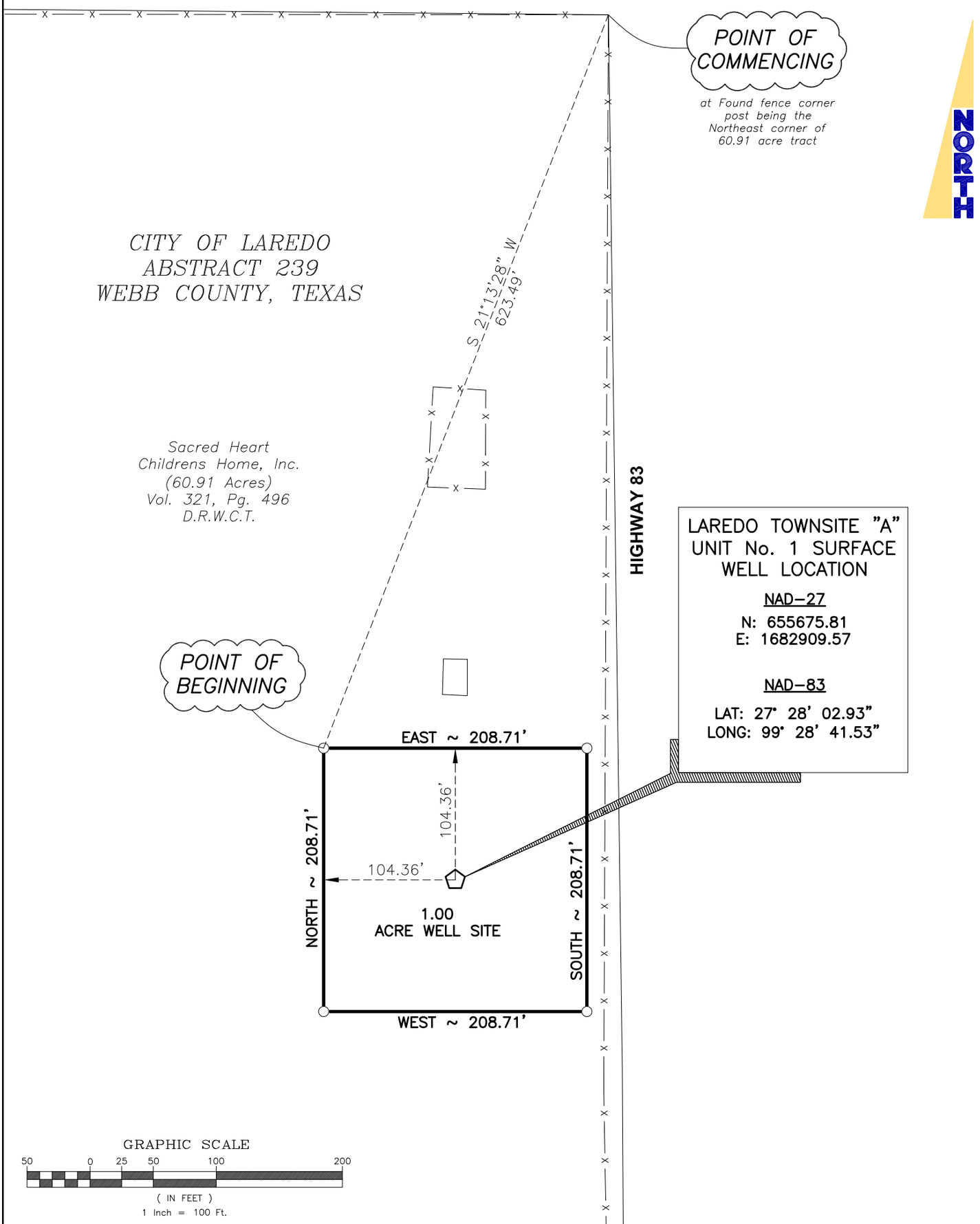
LAREDO TOWNSITE "A" UNIT No. 1 WELL SITE

1.00 ACRE

SITUATED IN

CITY OF LAREDO, ABSTRACT 239,

WEBB COUNTY, TEXAS



HOWLAND
ENGINEERING AND SURVEYING CO.
TBPE Firm Registration No. F-4097 TBPLS Firm Registration No. 100464-00 TBPLS Firm Registration No. 10194361
7615 N. Bartlett Avenue Laredo, TX. 78041 P. 956.722.4411
4902 Sinclair Road San Antonio, TX. 78222 P. 210.648.1600
www.howlandcompanies.com

LEGEND	
———	= BOUNDARY LINE
——— x ———	= FENCE LINE

Revision	Date
1	05-25-22
2	

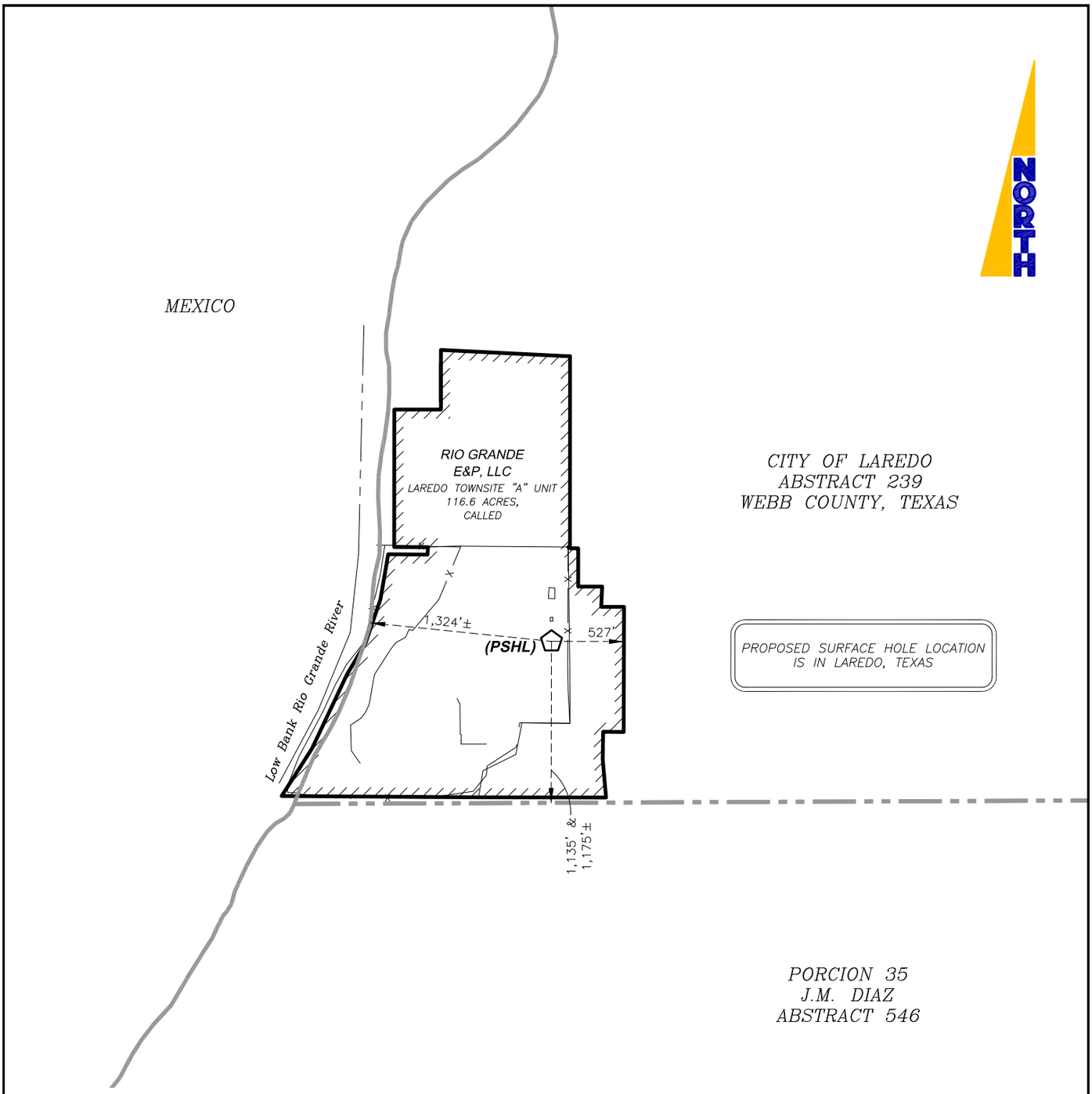
WARNING: *BASIS OF BEARING: G.P.S. Tx. South Zone, N.A.D.-27.*

THIS PLAT MAY NOT SHOW ALL CROSSINGS OF PIPELINES OR CABLES. HOWLAND ENGINEERING AND SURVEYING CO., INC. ASSUMES NO RESPONSIBILITY TO LOCATE PIPELINE OR CABLE CROSSINGS. NO CLAIM IS HEREBY MADE REGARDING CURRENT OR ACTUAL SURFACE/MINERAL FEE OWNERSHIP OR LESSOR. THIS DRAWING MADE EXCLUSIVELY FOR RIO GRANDE E&P, LLC.

FIELD DATE	BOOK	PAGE(s)
N/A	N/A	N/A

DRAWN BY:	*R.B.*
CHECKED BY:	*J.S.*
JOB No.	*26232-22*
SHEET:	*2 OF 2*

EXHIBIT A



LEGEND	
(PSHL)	= PROPOSED SURFACE HOLE LOCATION
○(PP, FTP, LTP)	= PENETRATION POINT / FIRST TAKE POINT / LAST TAKE POINT
○ (PBHL)	= PROPOSED BOTTOM HOLE LOCATION
	= UNIT LINE
	= SURVEY LINE
	= WELL BORE PATH
—x—x—x—	= FENCE LINE
	= PERPENDICULAR TIES

LAREDO TOWNSITE "A" UNIT No. 1

STATE PLANE COORDINATES – TEXAS SOUTH ZONE – NAD 1927:

PROPOSED SURFACE HOLE LOCATION (PSHL)

N: 655676 E: 1682910

GEOGRAPHIC NAD 27: Lat.: 27°28'01.86" Long.: 99°28'40.38"

GEOGRAPHIC NAD 83: Lat.: 27°28'02.93" Long.: 99°28'41.53"

UNIT: 1,135' FSL & 527' FEL

SURVEY: 1,175'± FSL & 1,324'± FNWL ELEVATION: 425'

RIO GRANDE E&P, LLC

LAREDO TOWNSITE "A" UNIT
116.6 ACRES, CALLED

CITY OF LAREDO, ABSTRACT 239,
WEBB COUNTY, TEXAS

FIELD DATE	BOOK	PAGE(s)	Revision	Date	DRAWN BY: R.A.R.
05-16-22	1146	37-38	1	05-24-22	CHECKED BY: J.S.
			2		JOB No.: 26232-22
			3		QUAD: LAREDO SOUTH
			4		

HOWLAND
ENGINEERING AND SURVEYING CO.
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www.howlandcompanies.com

WARNING: THIS PLAT MAY NOT SHOW ALL CROSSINGS OF PIPELINES OR CABLES. USE THE TEXAS ONE CALL SYSTEM BEFORE EXCAVATION ON THIS PROPERTY.

This Plat represents a WELL LOCATION survey prepared from an on-the-ground survey, deeds and other available information. This is not intended to be a boundary survey, but for the sole purpose of filing with the Texas Railroad Commission for a drilling permit. This plat is for the exclusive use of RIO GRANDE E&P, LLC.

PRELIMINARY
R.P.L.S. No. 5726 -TEXAS

05-24-2022
CURRENT DATE:

EXHIBIT B - STATEMENT / NARRATIVE

Columbus Energy

AUTHORITY FOR EXPENDITURE
3773 Richmond Ave, Suite 950
Houston, Texas 77046

Form Revision Date: 7/28/2021

OPERATOR (OPERATED or NON-OPERATED):	AFE CATEGORY: (Select from drop down list)		NATURE OF AFE:	WELL API NUMBER:
Columbus Energy, LLC	P&A		P&A	42-479-36520
WELL NAME / PROJECT DESCRIPTION:	**COUNTY:**	**STATE:**	**OPERATION AREA:**	**WELL NUMBER:**
Laredo Townsite A #1	Webb	TX	Laredo	105501
LOCATION: (X, Y Coordinates)	**FORMATION:**	**FIELD:**	**DEPTH:**	**AFE #:**
SHL BHL	Wilcox	Huerfano (LOBO 1)	6,900'	

PROJECT DESCRIPTION

It is recommended to Plug & Abandon (P&A) the Laredo Townsite A Unit #1. It was drilled to a depth of 6,900' in September 1996. The well produced 1.4 BCF and 3.5 MBO from the Lobo sands. The subject well is not capable of producing in economics quantities and was shut-in back in August 2016. In addition, this well recently failed its mechanical integrity test (MIT) in April 2022. As are result, the RRC requires that the subject well is plugged and abandoned.

AFE PREPARED BY:	Juan Macias	TITLE:	Operations Engineer	DATE:	5/6/2022

AFE CATEGORY:	Additional Information:	Original (Gross)	Supplement (Gross)	Total (Gross)
P&A	Plug, Abandon & Restore Location	$59,879	$0	$59,879
TOTAL ESTIMATED COST		**$59,879**	**$0**	**$59,879**

APPROVALS - COLUMBUS ENERGY, LLC

TITLE:	DATE:
TITLE:	DATE:

PARTNERS

Owner	Owner Interest %	Owner Original $	Owner Estimated Total $

PARTICIPANT APPROVAL

APPROVAL SIGNATURE:			
PRINTED NAME:			
TITLE:		DATE:	
FOR:			

Important Disclaimer:
This Authorization for Expenditure is a good faith estimate of costs associated with the project at the time of sanctioning. Approval of this AFE does not limit financial responsibility to that indicated herein. All interest owners are responsible for their proportionate share of total project cost.

SECTION 24-73

OIL & GAS EXTRACTION & PRODUCTION
SPECIFIC USE ZONING OVERLAY DISTRICT AND PERMIT REQUIREMENTS

Section 24.73.1 SPECIAL USE PERMIT REQUIRED

(1) It shall be unlawful and a violation of this article for any person, acting either for himself or as an agent, employee, independent contractor or servant of any other person, to explore for oil and gas, or to commence operations, or to operate or service any well, or to drill, or to re-enter any well including to workover, re-complete, plug back, deepen, or activate any well or to re-enter any well which has been plugged and abandoned, or to engage in related storage of oil, natural gas, and other hydrocarbons within the corporate limits of the city without a specific use permit having first been issued by the authority of the council in accordance with the terms of this chapter. No specific use permit shall be authorized for more than one (1) well.

(2) Each applicant, when filing with the superintendent an application, for a specific use permit shall include a metes and bounds description of the drilling block proposed to be covered by the permit, to be prepared by a surveyor licensed by the state, which shall be situated within the outlines of drilling areas approved by the city council. When so approved, such description shall become the official legal description of the drilling block therein for all purposes hereunder. The superintendent shall take into account the metes and bounds description of all previously approved drilling blocks in determining the propriety of the description furnished in connection with any permit application.

(3) No specific use permit shall be issued except in accordance with the requirements of this section:

(a) The council may establish conditions as part of the special permit, including but not limited to:

(i) The hours of drilling operations, re-entry and well servicing limited to daylight hours only in developed areas, except in the case of an emergency.

(ii) Use of all-electric drilling rigs and generators where any residential structure is less than six hundred (600) feet from the well.

(iii) Lighting of drilling operations shall be screened to avoid adverse impact on adjacent residential neighborhoods.

(iv) In lieu of a cyclone fence, all wells and tanks located in a developed residential or commercial area shall be screened by a solid masonry wall around the well within sixty (60) days of completion of drilling, redrilling, reworking, converting or activation. The wall shall be of solid neutral color, compatible with surrounding uses, and maintained in a neat orderly, secure condition. The wall shall be at least six feet in height and be constructed in accordance with provisions of the city building code. The entry gates shall be of galvanized steel, and shall be kept locked.

(v) For wells visible from a public street in a developed residential or commercial area, the site shall be landscaped in accordance with Appendix F-1, Table 2 "Recommended Shrubs for the Laredo Region" and Appendix F -2 "General Planting and Maintenance Standards for Trees and Shrubs". Shrubs shall be spaced as intervals of not less than three (3) feet along the perimeter of the solid masonry wall adjacent to the right of way, exclusive of driveway entrances, pedestrian walkways and cutback areas. The shrubs shall be maintained at a height of no more than thirty-six (36) inches nor less than eighteen (18) inches. The plan shall be submitted and approved by the superintendent, and shall be implemented with the installation of the masonry wall.

(b) Public nuisance declared. The foregoing subsection notwithstanding, no person shall conduct any well operation in a manner that would create a noise, odor or vibration detrimental to the health, safety or welfare of the surrounding neighborhood or any considerable number of persons. Such operation is hereby declared to constitute a public nuisance and subject to the provisions of Chapter 21, Article II, of the Code of Ordinances pertaining to "Nuisances."

Section 24.73.2 ADMINISTRATIVE ENFORCEMENT AND SUPERVISION

It shall be the duty of the superintendent or his/her designee to enforce the provisions of this article and to that end he is hereby vested with police authority. Any violation of this article shall be considered a Class C misdemeanor punishable with a fine of up to five hundred dollars ($500.00).

Section 24.73.3 PERMIT REQUIRED FOR OIL AND GAS EXTRACTION AND PRODUCTION

(1) It shall be unlawful and a violation of this article for any person, acting either for himself or as an agent, employee, independent contractor or servant of any other person, to explore for oil and gas, or to commence operations, or to operate and service any well, or to drill, or to re-enter any well including to workover, re-complete, plug back, deepen, or activate any well, or to reenter any well which has been plugged and abandoned, or to engage in related storage of oil, natural gas, and other hydrocarbons within the corporate limits of the city without a permit for oil and gas extraction and production having first been issued by the authority of the council in accordance with the terms of this section. No permit shall authorize oil and gas extraction and production at more than one (1) well.

(2) No permit for oil and gas extraction and production will be approved unless the applicant for a permit affirms in writing:

(a) That the applicant owns or controls an interest in the total operating rights in the proposed well; and
(b) That applicant has access to the surface on which the operations will be conducted.

(3) Such permit shall constitute sufficient authority for exploration, commence operations, operation of any well, drilling, workover, recompletion, re-entry, deepening, plug back, activation or conversion of any well, or re-entry of any well which has been plugged and abandoned, gathering of production, well servicing, repair, testing, plugging and abandonment of the well, and for the construction and use of all related facilities reasonably necessary or convenient in connection therewith for the storage of oil, natural gas, and hydrocarbons, including gathering lines and discharge lines on the well site; provided, however, that a new permit shall be obtained for the following activities: 1) re-entry for purposes of deepening or converting such well to a depth or use other than that set forth in the then current permit, and 2) re-entry for the purposes of reworking which does not deepen or convert such well to a depth or use other than that set forth in the current permit, and 3) well plugging and abandonment.

Section 24.73.4 APPLICATION FOR OIL AND GAS EXTRACTION AND PRODUCTION PERMIT

An application for a permit shall be filed in duplicate (with all exhibits attached securely thereto) in the office of the superintendent for each separate activity other than that required for operations and well servicing activities. Such application shall be signed, and the accuracy of the contents thereof and exhibits thereto shall be sworn to before a notary public by the applicant, or a representative of applicant having legal authority to enter into contracts binding upon the applicant, shall contain a sworn statement that applicant shall comply with all requirements of this article and shall include, (as exhibits constituting a part of the same) where appropriate, the following:

(1) The name and address of the applicant, and if the applicant is a corporation, the name and address of the registered agent for such corporation, and if the applicant is a partnership, the names and addresses of the general partners.

(2) The name, address and telephone number of a person, other than applicant, designated as the local agent of the applicant to receive for the applicant all process, citation, notices and demands hereunder. If appropriate, more than one telephone number should be furnished.

(3) As Exhibit "1," the numerical designation of the drilling block covered thereby, the metes and bounds description as reflected by the survey description of the drilling unit and a signed and dated statement to the effect that, to the best of the knowledge and belief of the applicant, his application for permit to drill complies with all of the requirements of this code.

(4) In addition to the required metes and bounds description, a plat of the drilling unit proposed to be covered by the permit prepared and certified by a surveyor licensed by the state which shall show the proposed surface location of the well, its elevation, together with distances from such proposed surface location to the exterior boundary lines of such drilling unit. Such plat shall show distances from the proposed surface well location to any residence or structures intended for human occupancy which are located within six hundred (600) feet from such surface well location.

(5) Proposed total depth of the well to be drilled.

(6) Proposed casing, cementing and mud program of the well.

(7) True copies of R.R.C. Form W - 1 and R.R.C. drilling permit, shall be attached as Exhibits "2" and "3," respectively. The drilling permit shall show the API number assigned by the Texas Railroad Commission.

(8)A copy of the notice to the Federal Aviation Administration of intention to drill such well shall be attached as Exhibit "4," if such notice is required by such agency.

(9)An insurance certificate dated no more than ten (10) days prior to filing the application shall be attached as Exhibit "5." This certificate shall indicate that the applicant has complied with at least the minimum insurance requirements specified in this section, including the naming of the city as an additional named insured, and that the insurance covers the drilling, production and operation of wells within the city limits.

(10) A copy of such bonds as required by this article shall be attached as Exhibit "6."

(11) In the event the location is situated within the limits of the area subject to the authority of the International Boundary Water Commission (IBWC), a letter from an officer in authority, of such commission authorizing the location for the drilling of such well should be attached as an Exhibit "7."

(12) Fees shall be required for each of the permits required pursuant to this section. All applications for permits shall be accompanied by a filing fee by cashier's check or money order made payable to the city. The following fees shall be charged for permits in connection with oil and gas operations:

(a) Drilling ..... One thousand three hundred dollars ($1,300.00)
(includes operations and well servicing)

(b) Re-entry for deepening or conversion ..... One thousand three hundred dollars ($1,300.00)

(c) Re-entry for reworking..... Seven hundred fifty dollars ($750.00)
(which does not involve deepening or conversion)

(d) Well plugging/abandonment..... Five hundred dollars ($500.00)

(13)Each application shall be accompanied by a list of the names and last known addresses of all record owners of interests in and to oil, gas, and other minerals under the property

(14) The applicant shall furnish the superintendent with a signed, dated and sworn inventory of the drilling equipment to be utilized, which inventory shall include but not be limited to the types of pumps, engines, derrick, blow out prevention equipment and other necessary and appurtenant equipment to be used in drilling operations by the drilling contractor or the operator so as to reflect compliance with this article. Any substitution of equipment shall be approved by the superintendent.

(15) The application shall be accompanied by applicants signed and dated statement that he agrees to present any evidence to the council in addition to the requirements of this article as may be requested by the council and that to the best of applicant's belief, the proposed drilling, completion and production operations can be conducted with safety.

(16) The permit application shall include a statement by the applicant authorizing the city to expend such funds as may be necessary under the direction and advice of the Railroad Commission, under the circumstances, to regain well control.

(17) Such application shall also contain a statement in which the applicant agrees to file with the office of the superintendent the reports described in this section.

Section 24.73.5 PUBLIC NOTICE AND HEARING REQUIRED

No application for a permit for the drilling, re-entry for deepening or conversion, or re-entry for reworking of any well shall be approved prior to a public hearing before the city council. The requirements for notice to property owners within two hundred feet of the drill site shall be the same as those required for the issuance of a Specific Use Permit.

Section 24.73.6 TRANSFER OF PERMIT

A permit validly in force may be transferred from permittee to another operator upon approval of a written application by the city council with a transfer fee equal to the original filing fee and a proper showing that such new operator has acquired by assignment obligations of the permittee under this section, and has complied with the insurance, bond, and all other requirements of this section. Upon approval by the city council of such application, the city council shall issue a substitute permit to such new operator and cancel the original permit.

Section 24.73.7 TERM OF PERMIT

The term of a drilling permit shall be for a period of six (6) months, unless within such term operations are commenced, in which event the term shall continue as long thereafter as production is obtained or drilling, reworking, recompletion or well service operations are conducted with no cessation of all such production and operations for more than ninety (90) consecutive days, and until the well is plugged and abandoned in accordance with this article and a recommendation for release of the permit has been issued by the superintendent.

Section 24.73.8 FUTURE ANNEXATION

(1) The owner or operator of every existing well within any territory hereafter annexed shall, within six (6) months after date of annexation register such well or wells with the superintendent. The following information shall be submitted to the superintendent for purposes of registering an existing well:

(a) A sketch or map showing the location in relation to a permanent marker, such as in a street or road intersection, or with metes and bounds referenced to a filed plat so as to show the exact location of the surface installation at the site of such well including the drilling block number and its elevation.

(b) A short description of the surface installations, including tanks, pumping equipment, compressors, LTX units, etc.

(c) A specification of existence of any buildings, structures or public roads to the well within six hundred (600) feet of the location.

(d) An affidavit shall be attached verifying the truth of the statements contained in the application as well as showing the name of the operator and the name and addresses of the owners of the working interest.

(e) A certificate of insurance prepared in accordance with the requirements of section 24.73.1.

(f) A copy of all railroad commission forms filed by such operator pertaining to such wells.

(2) In the event the owner or operator of an existing well does not within six (6) months file an application to operate such well and receive the approval of the superintendent, it shall incur a penalty of fifty dollars ($50.00) per day until such application is filed.

Section 24.73.9 SEISMIC SURVEYS

(1) No geophysical work employing underground explosives will be permitted anywhere at any time within the city limits. Other geophysical systems employing the "thumper," "vibroseis," and other techniques not employing explosives will be permitted upon proper application and the payment of a seven hundred fifty dollar ($750.00) application fee. A proper application will include the following:

(a) Letter of application requesting a geophysical permit. The letter shall set out when it is intended to begin the work and also the anticipated date of completion. A statement shall also be made relieving the city of any liability for damages which may result from that operation performed by the applicant.

(b) The letter of application shall be accompanied by proof that applicant has complied with the insurance requirements as set out in section 24.73.10.

(c) A plat outlining the areas proposed to be covered by the survey.

(d) Written and signed proof that applicant has obtained permission from the owners of the surface and subsurface to conduct such operations.

(2) Before granting a permit for seismic survey, the council shall make findings that the work will not create a public nuisance nor be contrary to the public safety.

(3) If the applicant is acting as contractor for another party, then a letter of authorization to perform such work must accompany the application.

Section 24.73.10 BONDS AND INSURANCE

(1) All operators shall maintain or cause to be maintained comprehensive general liability insurance and insurance coverage on their employees, agents and contractors (or require such insurance to be maintained), in addition to required workmen's compensation insurance, in at least the following amounts:

Bodily injury, per individual or per event	$1,000,000
Property damage, per accident or accidents	$100,000
Umbrella Insurance, each accident	$1,000,000
Cost of Well Control	$5,000,000

(2) Prior to the issuance of any permit, the applicant shall file a bond with the city secretary executed by the applicant as principal and by a good and sufficient corporate surety company. Such bond shall provide that the principal will remedy any and all damages to the streets, curbs, gutters, water lines, fire,

hydrants and other public property, occasioned in any manner by the principal, his agents, employees, servants and contractors, and that applicant will reimburse the city for any expenditures made by the city. Such bonds shall inure to the benefit city; shall be in a form acceptable to the city attorney; and shall be in the amount of one hundred thousand dollars ($100,000.00). The applicant shall not be required to post additional bond if he has in effect and on file with the city secretary an approved bond, filed in connection with some other application for the same applicant, in the amount of one hundred thousand dollars ($100,000.00) as required by this section. Each bond shall be for a term of ten (10) years and shall be kept in effect by renewal on or before any expiration date unless the applicant is sooner released.

By the term "good and sufficient corporate surety company" is meant a surety company licensed to do business in the state and whose name appears on the current list of accepted surety on federal bonds published by the U. S. Treasury Department. Whenever in this article a bond is mentioned, such bond, to be acceptable, must have a good and sufficient corporate surety company as surety.

(3) Release of bond. The permittee may have the bond released by the superintendent:

(a) When the permittee ceases operations completes plugging of all wells for which permits are in effect removes all equipment and machinery, and files a written request for release of the bond with the superintendent.

(b) When permittee assigns, transfers, or conveys his interest to another and the assignee, transferee, or recipient files a good and sufficient bond in accordance with the terms of this section.

Section 24.73.11 DEED RESTRICTIONS AND SURFACE RIGHTS

(1) Deed restriction provisions. Nothing contained in this section shall be construed as authorizing the drilling of any well where legally enforceable deed restrictions or covenants prohibit the drilling of such well.

(2) Surface rights. Neither this section nor any permit issued hereunder shall be interpreted as granting any right or license to the permittee to enter upon or use any land; nor shall it limit or prevent the owner of such land to contract for any payment of any kind for damages or for rights or privileges with respect to surface rights

Section 24.73.12 ANNUAL INSPECTION FEE

There is hereby levied an annual per well inspection fee of one hundred fifty dollars ($150.00) which shall be due and payable during the month of January of each calendar year, and a failure to pay such fee shall be cause for revocation of any permit issued under this section. The superintendent will prepare an annual well inspection report which is to be made available to the operators prior to January first of each year. In the event an intent to plug and abandon a well has been filed with the superintendent prior to January thirty-first, but which abandonment may not have been completed by January thirty-first, payment of such one hundred fifty dollar ($150.00) fee for that well shall be excused provided such well is finally plugged and abandoned in accordance with this article prior to March first of that same year. A new well on which drilling operations are in progress on the thirty-first day of January shall be exempt from the one hundred fifty dollars ($150.00) fee for the remainder of that calendar year.

Section 24.73.13 OPERATIONAL STANDARDS

(1) In General. The operator is responsible for compliance with this section during all operations at the well. Any violation of any valid law or of any valid rule, regulation or requirement of any state or federal regulatory body having jurisdiction with reference to drilling, completing, equipping, operating, producing, maintaining, or abandoning oil or gas wells or related appurtenances, equipment or facilities, or with

reference to firewall, fire protection, blow out protection or safety of persons or property shall be a violation of this section.

(2) Well head setbacks.

(a) No well shall be drilled or re-entered for deepening or conversion, the surface location of which is:

(i) within less than the height of the drilling rig plus twenty-five (25) feet from any street, alley or utility easement, unless the operator obtains a variance to be approved by the council.

(ii) within less than four hundred (400) feet from any residence or other permanent structure intended for human occupancy, unless the operator obtains a variance from council for which the operator provides notarized affidavits from all affected property owners within four hundred (400) feet of the proposed well stating consent to the proposed drilling or re-entry activity for deepening or conversion.

(iii) within less than four hundred (400) feet from any exterior boundary line or six hundred (600) feet from any building or land used by any public or parochial school, college, university, or hospital, or which is occupied by a church or a public building, unless the operator obtains a variance from council for which the operator provides notarized affidavits from all affected property owners within six hundred (600) feet from the proposed well stating consent to the proposed drilling or re-entry activity for deepening or conversion.

(iv) within less than four hundred (400) feet from the exterior boundary line of lands utilized for cemeteries or public parks, unless the operator obtains a variance from council.

(b) No well shall be re-entered for reworking which does not involve deepening or conversion or for plugging and abandonment, the surface location of which is:

(i) within less than two hundred (200) feet from any residence or other permanent structure intended for human occupancy, unless the operator obtains a variance from council for which the operator provides notarized affidavits from all affected property owners within two hundred (200) feet of the proposed well stating consent to the proposed re-entry activity for reworking which does not involve deepening or conversion.

(3) Development setbacks. Development setbacks shall be pursuant to the provisions in Section 24.77.2 (12).

(4) Mud requirements. Drilling mud shall be environmentally safe water-based fluid. No excess mud shall be allowed to accumulate on the site, and residues shall be removed following the completion of drilling operations. All post-drilling shavings shall be hauled out upon completion.

(5) No well may be operated within the corporate limits where the hydrogen sulfide concentration exceeds the minimum standards authorized under Rule 36 of the statewide conservation rules.

(6) Transport lines. Markers shall be installed to identify the location of collection and transport lines to prevent accidental rupture.

(7) Pits. The use of earthen pits for reserve mud or waste material such as drilling mud, contaminated mud, drill stem test returns and the like shall not be permitted. However, earthen pits may be used for storage of fresh water and for drill cuttings only. A sump pit may be constructed and used to collect and temporarily hold runoffs from the rig. Upon completion of any well, any earthen pit and sump pits shall be emptied of contaminated materials, allowed to dry and filled with dirt and smooth leveled with the grade of the drilling block, and reseeded with native grass for erosion control.

(8) Derricks and rigs. No operator shall use or operate any wooden derrick in connection with the drilling or reworking of any well, or permit any drilling rig or derrick to remain on the premises or drilling site for a period longer than sixty (60) days after completion or abandonment of any well. All engines shall be equipped with effective mufflers.

(9) Drilling fluid. The bore hole of any well, while being drilled or reworked, shall at all times contain drilling fluid of sufficient density which a reasonably prudent operator in the area would use to keep the well under control.

(10) Blowout preventer. Two (2) dually controlled, hydraulically activated ram-type blowout preventers with a manually operated lock with working pressure rating equal to the maximum anticipated wellhead pressure, but at least equal to the minimum internal yield pressure rating of the casing to which it is connected, shall be used for all drilling or completion operations involving the use of drill pipe or tubing after the surface casing has been set. For wells drilled to depths below protection casing an annular (Hydril) type blowout preventer shall be used in addition to the two (2) dually controlled blowout preventers specified. The mechanical operation of the blowout preventers shall be checked a minimum of every twenty-four (24) hours, recorded in a signed and dated log, and pressure tested prior to installation on each casing string at least once a week thereafter during the drilling and completing point. A choke manifold having the same working pressure rating as the preventers will be installed below the blowout preventer stack. In addition, the drilling rig, as part of its inventory, will have "inside blowout preventers" for each size and thread of tubing or drill pipe to be used in the drilling of such test well and any other type of safety equipment commonly used in the industry that may be requested by the superintendent. It is required that, upon obtaining a depth of three hundred (300) feet, a conductor lining or pipe be set and cemented to the bore hole throughout to the surface with attachment of adequate diverter or blowout preventers and testing thereof prior to drilling further.

(11) Surface casing. All operators commencing drilling operations on a new well shall be required to set and cement a sufficient amount of surface casing to properly protect all fresh water sands in accordance with the requirements of the Texas Natural Resources Conservation Commission, the Texas Department of Health, and any other governmental agency having jurisdiction. The length of surface casing shall in no case be less than fifteen hundredths (0.15) of the length of the next string of pipe proposed to be set. The surface casing shall be new or used casing, inspected and pressure tested to have a minimum internal yield value, as defined by the API formula, of at least the product of one (1.0) pound per square inch times the total depth of which the surface casing is set and shall be cemented by the pump and plug method. A volume of cement shall be used which, according to accepted engineering procedures, is
calculated to fill the annular space between the surface casing and well bore to the surface of the ground, the cement will be circulated with the pump until the returns of cement are observed at the surface of the ground, and the cement shall be allowed to stand for a period sufficient to develop one thousand (1,000) PSI compressive strength before the plug is drilled. If cement does not circulate to the surface, then in such event, a temperature survey shall be conducted to determine the depth reached by the cement, and at such time such remedial procedures shall be followed as directed by the superintendent. As to wells above four thousand (4,000) feet, the superintendent shall have the authority to grant exception to the surface casing requirements.

(12) Setting and cementing casing. No well shall be drilled within the city limits without properly setting a conductor string of casing to a minimum depth of three hundred (300) feet below the surface of the ground. No wells shall be drilled without first cementing the casing string by the pump and plug method with a sufficient cement to completely fill all of the annular space behind such string to the surface of the ground. The same method shall be used for the cementing of the surface casing string to the sides of the hole. The production and/or protection string shall be cemented by the pump and plug method with sufficient cement to completely fill all of the annular space behind the production string to at least one hundred (100) feet above the highest oil and/or gas bearing horizons.

(13) Production and protection casing. The producing or protection strings shall meet API specifications. Cementing shall be by the pump and plug method, and a volume of cement which is according to accepted engineering calculations, sufficient to fill the annular space between the casing and the well

bore to a point at least one thousand (1,000) feet above the shoe, or the highest producing zone, whichever is the shallower depth. Cement shall be allowed to stand for a period sufficient to develop two thousand (2,000) PSI compressive strength before drilling the plug.

(14) Drill stem tests. Open hole drill stem tests may be conducted only if the well effluent produced during the test is produced through an adequate oil and gas separator to storage vessels, the gas placed into a temporary line to flow into the air at a place approved by the superintendent, and the effluent remaining in the drill pipe at the time the tool is closed is flushed to the surface by circulating drilling fluid down the annulus and up the drill pipe. The superintendent shall shut down operations if, in the opinion of the superintendent, gas is being flared by the operator which is excessive or dangerous.

(15) Formation pressures. No well shall be completed or operated in a zone which is reasonably anticipated to produce shut in pressures in excess of the working pressure rating of the standard API wellhead equipment on the well.

(16) Wellheads. All wells shall be equipped with casingheads, tubingheads, and wellhead connections which conform to API standards. The casingheads used on such wells shall have working pressure ratings of not less than the highest pressure encountered in the area. All Christmas trees to be used by the operator in the city limits shall be tested to the related pressure after the same is installed, and a copy of such testings shall be furnished to the superintendent. The superintendent shall approve tubingheads and wellhead connections to be used on such wells which shall have working pressure ratings in excess of the well's shut in surface pressure. All such wells having a surface shut in pressure of three thousand (3,000) pounds per square inch or less shall be equipped with at least one master valve and one wing valve. All wells having surface shut in pressures in excess of three thousand (3,000) pounds per square inch shall be equipped with at least two (2) master valves and one wing valve, and no such well shall have threaded connections between the surface safety valve and the Christmas tree.

(17) Multiple completions. Multiple completions may be permitted by the superintendent when the casing, tubing and wellhead equipment is adequate, and the well is properly equipped with special packers for such purpose, together with all equipment customarily required for multiple completions. Except as provided in this section, multiple completion shall not be permitted.

(18) Surface safety valves. A high-low surface safety valve shall be installed on all wells with a surface shut in pressure in excess of one thousand five hundred (1,500) pounds per square inch. In addition, a cutoff safety valve will be installed downstream from the wellhead equipment, or as directed by the superintendent.

(19) Daily reports. Daily drilling reports shall be furnished by the operator to the superintendent. The superintendent or his agent will make periodic inspections, of all wells in the process of being drilled or completed to ascertain that all provisions of this article are being observed. Prior to the running of casing, cementing operations, installation of production equipment or perforation operations, the operator shall notify the office of the superintendent in sufficient time so that the superintendent may be present.

Section 24.73.14 FINAL REPORT

Within thirty (30) days after completion of any well, the operator shall file in the office of the superintendent a final report including the casing program actually utilized in the well, all cementing affidavits, all tests, a description of equipment and all necessary reports required by all governmental regulatory bodies or agencies having jurisdiction. In addition, such final reports shall specify any changes in well location, depth, and any other variation from the terms of the application. The final report shall specify the perforated interval and include information pertaining to other sands, if any. The superintendent may request from the operator that he furnish to the superintendent copies of all logs run on such well. If such request is made by the city council and such well is not a tite well, the operator shall furnish copies of such logs to the superintendent and if it is a tite well, he shall furnish them six (6) months after the completion of such well.

Section 24.73.15 OPERATIONS MANAGEMENT

(1) Well control. In the event of the loss of control of any well, the operator shall immediately take all reasonable steps to regain control of such well, regardless of any other provisions of this article and shall notify the superintendent by telephone and in writing as soon as practicable after receipt of notice of the occurrence of such loss of well control endangering persons or property.

If and when the superintendent certifies in writing to the city secretary that in his opinion,

(a) danger to persons or property exists because of such loss of well control, briefly describing the same, and

(b) the operator is not taking, or is unable to take, reasonable necessary steps to regain control of such well;

The operator shall employ any well control expert or experts or other contractors or suppliers of special services, necessary to regain control of such well.

(2) Relief wells.

(a) Drilling of a relief well may be commenced without first securing a permit if such action is deemed necessary in the good faith opinion of the operator. The operator shall make all reasonable efforts to notify the superintendent by telephone as soon as feasible, but failure to make such notification shall not be deemed a violation of this article. Within twenty-four (24) hours thereafter, the operator drilling the same shall notify the superintendent that such operations have been commenced, stating fully the reasons therefore, and shall within five (5) days after commencement of operations make application to the superintendent for a special permit to drill such well as a "relief well."

(b) No filing fee is required for a "relief well" permit, but the operator drilling such relief well shall furnish the superintendent any information with respect to such relief well as may be requested from time to time by the council or the superintendent. No such well drilled as a relief well under the provisions of this section shall be completed as a producing well unless a permit therefore shall have been issued in the same manner as is required for the drilling of any other well. A "relief well" permit will be for a six (6) months' period only, and any relief well not completed as a producing well shall be plugged and abandoned within six (6) months after commencement of drilling operations, unless an extension is granted by the city council.

(3) Pipelines. Before any excavation or construction work is commenced on any pipeline to move oil, gas, water or other product to or from any well site, on, over, under, along or across any city street, sidewalk, alley or other city property, a franchise shall first be obtained from the city council. All pipelines shall be laid only in accordance with the provisions of such franchise, this code, the city charter and other ordinances of the city. Before a franchise is obtained from the city council, the parties requesting such franchise shall present information to the city pertaining to the safety equipment to be used in the pipeline, the type of pipe to be used, and how the same compares to state and federal regulations for similar type pipelines to be operated within a city. All permanent pipelines, shall meet A.S.A. 331.8 specification or better. Any operator constructing a pipeline shall furnish the superintendent a centerline description plat showing the proposed and as-built location and size of such pipeline. No operator shall interfere with or damage any existing storm sewer, drainage facility, water line, sewer line or gas line, or facility of a public utility located on, under or across the course of any such pipeline. Temporary lines may be laid under revocable easements.

(4) Storage facilities. Steel storage tanks shall be used for the storage of liquid hydrocarbons and shall be constructed, installed and maintained in a good and workmanlike manner. All such steel tanks shall meet the minimum quality and design standards of API 12B standard bolted steel tanks or API 12D standard welded steel tanks including recommended pressure and vacuum relief valves. All such tanks

shall be equipped with a vent line and at the point where gas is vented to the atmosphere from such vent line a flame arrester shall be installed. Each tank or tank battery shall be surrounded by an earthen fire wall located at such a distance from the tanks and of sufficient height to hold and retain at least one and one-half (1 1/2) times the maximum capacity of such storage facilities. An operator may use, construct and operate steel conventional separators and such other appurtenances as are reasonably necessary for treating oil, condensate, or gas at each tank battery location. Such facilities shall be constructed and maintained so as to meet or exceed API standards. All pressure vessels shall be equipped with both a regulation pressure relief safety valve and a bursting head.

(5) Fired vessels. No fired vessel or open flame shall be located nearer than one hundred and fifty (150) feet from any well or storage tank.

(6) Fences. Within sixty (60) days of completion of drilling, redrilling, reworking or converting, or activation of an idle well, drill sites are to be secured from unauthorized entry by appropriate means which may include gate guards or a cyclone fence of heavy gauge. The entry gates shall be of galvanized steel, and shall be kept locked. All wells and production facilities shall be adequately protected by a cyclone type fence of heavy gauge wire, at least seven (7) feet tall with an eighteen (18) inch or longer barbed wire apron around the top, with the fence and apron extended over entry gates. The entry gates shall be galvanized steel and cyclone-type mesh, and shall be kept locked to prevent unauthorized entry. Flashing red warning lights shall be installed as requested by the superintendent on the tank battery sites. Safety precautions normally taken by reasonably prudent operators shall be observed. The final design of the fence around the wells and production facilities shall be approved by the superintendent.

(7) Pumping unit prime movers. Only electric prime movers shall be permitted for the purpose of pumping wells.

(8) Vented gas. No operator shall allow gas to escape or be vented into the air except for bleed gas normally vented from standard gas flow controls and normal stock tank vapors. All gas burned shall be burned in a manner which does not create or constitute a fire hazard and the location of the torch, pipe or other burning device, the construction thereof, the maintenance thereof, and the operation thereof shall at all times be in full compliance with such regulations as may be from time to time issued by the city.

(9) Salt water and waste water disposal. All salt water produced from any oil or gas well shall be disposed of in accord with the requirements of the Texas Railroad Commission. No person shall permit any crude oil, gas or other flammable petroleum product to spill over, overflow, leak, drain out, escape or accumulate in any sewer or about the premises, or on any surface, or in any open surface ditch or any other exposed surface conduit, or handle any hydrocarbon in any manner or amount which creates a potential fire hazard, or permit any condition which may pollute any surface or subsurface water or damage any publicly owned land.

(10) Production equipment. The operator shall maintain all production equipment in good condition.

(11) Premises to be kept clean. All surface areas utilized by an operator for production facilities shall be kept clear of dry grass, weeds and combustible trash or other rubbish or debris that would, if allowed to accumulate, result in a fire hazard. In the event the operator does not keep the premises clean, the superintendent may have it contracted and the payment of such work performed shall constitute a valid lien against the property.

(12) Signs.

Printed signs with at least two (2) inch letters reading

"DANGER, NO SMOKING OR OPEN FLAMES ALLOWED," or similar words, and in Spanish

"PELIGRO, NO FUMAR, MATERIAL COMBUSTIBLE," or similar words,

shall be posted in conspicuous places on each well, storage tank or battery of tanks. The signs shall include well name, drilling block number, R.R.C. identification number, twenty-four hour emergency telephone number, and notification telephone number of the Laredo Fire Department. Well and lease designations required by the Railroad Commission or any other governmental authority having jurisdiction shall also be displayed.

(13) Blocking of streets and alleys. No street or alley shall be blocked or obstructed by any drilling or producing operations unless prior consent is obtained from the city, except in connection with emergency operations being conducted under or pursuant to sections 22-81 and 22-82.

Section 24.73.16 WELLS TO BE ABANDONED

(1) All wells within the city limits which are not producing oil or gas on a regular basis will, be plugged and abandoned, except as follows:

(a) Wells in use as water supply wells in compliance with rules and regulations of the Texas Natural Resources Conservation Commission and the Texas Department of Health.

(b) Wells in use as salt water or waste disposal wells operating under a valid permit

(c) Wells used as injection or observation wells in secondary recovery, pressure maintenance or other improved recovery operations where such operations are conducted under a valid permit from the Railroad Commission.

(d) Wells capable of producing oil or gas on a regular basis which are shut in.

(e) Any well on which drilling, reworking, recompletion, or well servicing operations are in progress and continued with no cessation of more than ninety (90) consecutive days.

(2) Whenever any well is abandoned, it shall be the obligation of the operator to plug such well in accordance with the rules of the Railroad Commission and this section. The operator shall submit to the superintendent's office twenty-four (24) hours in advance of the plugging operation an application for a permit which shall include a notice of intent of plug and abandon a description of the abandonment program and the filing fee. Whenever a drilling or reworking operation has just been completed on a well and the operator desires to plug and abandon such well, the twenty-four (24) hour notice shall be reduced to no less than a two (2) hour notice. The abandonment operations shall be conducted in such a manner to prevent well fluids from reaching the surface or contaminating subsurface fresh water zones.

(3) Where enough of the producing or protective casing, has been removed from the well to expose the shoe of the surface casing, then a two hundred-foot cement plug shall be placed opposite the shoe of the surface casing to extend at least one hundred (100) feet downward and a similar one hundred (100) feet upwards from the shoe of the surface casing. Sufficient time shall be allowed for this cement to harden enough so that it will sustain the weight of drill pipe or tubing to this depth. The operator shall feel for the top of the plug to determine that the top is at least one hundred (100) feet above the shoe of the surface casing and is of sufficient hardness to hold the weight of the drill pipe or tubing to this depth. If a mechanical bridge plug or cement retainer is used in the middle of the cement plug, it will not be required to feel for the top of the plug. In the event the top of the plug is not one hundred (100) feet upwards from the shoe, then a second cement application will be required and tested as above. After the plug at the shoe has been successfully completed, then a minimum fifty (50) foot cement plug shall be set at the surface, after which the casing shall be cut off a minimum of five (5) feet below the surface of the ground and a one-half-inch steel plate welded over the top. The location shall then be backfilled and leveled.

(4) Where the protective or producing string of casing to be left in the well extends upwards from the shoe of the surface casing so as to prevent the above described method of abandonment, then the

following procedure will be used. A packer or cast iron cement retainer shall be set in the surface casing fifty (50) feet above the top of any other casing within the surface casing and sufficient cement shall then be squeezed below the packer or retainer to theoretically extend to one hundred (100) feet below the shoe of the surface casing and fill that portion up to the packer or retainer with the cement. The packer or retainer will be left in the well. If cement cannot be pumped into the annulus, the well shall be cemented in accordance with R.R.C. rules.

(5) When casing is to be shot or cut off and pulled, a blowout preventer equipped to completely blank off the well bore and close off around the casing to be pulled shall be installed and tested prior to shooting or cutting off the casing.

(6) In all cases prior to cutting any casing, the annulus between the casing to be recovered and the surface string of casing will be tested to determine whether this annulus is dead or pressured. In the event it is pressured then no casing will be recovered until this pressure is released to zero and the annulus filled with mud laden fluid of sufficient density to maintain zero surface pressure.

(7) The well shall have a safety valve installed on the top of the casing string before any casing is shot or cut off. This safety valve shall not be removed until the first joint of casing has been pulled and shall then be kept immediately at hand so that it may be, if needed, reinstalled.

(8) The well shall be completely filled at all times with mud laden fluid of sufficient density to prevent the entrance of formation fluids which would jeopardize well control during all casing and tubing operations. Periodic checks will be made of the mud fluid during displacing operations.

(9) The operator shall have a responsible representative at the well during the setting and tagging of cement plugs and during the casing pulling operations, to insure that the procedures outlined in the "Notice of Intent to Plug and Abandon" filed with the Railroad Commission are complied with and to insure that other provisions of this article are complied with.

(10) The superintendent shall inspect all abandoned and plugged wells for compliance with these requirements. No operator's bond shall be released unless the superintendent has issued a certificate of inspection.

Section 24.73.17 ACCEPTANCE OF PERMIT

By acceptance of any permit authorized and issued pursuant to this section, any operator or permittee expressly stipulates and agrees to be bound by this section and to comply herewith and that by reference, the terms of this section shall be deemed to be incorporated in any permit issued pursuant to this section with the same force and effect as if this section was set forth verbatim in such permit.

ORDINANCE NO. 2022-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A SPECIAL USE PERMIT FOR OIL AND/OR GAS EXTRACTION AND PRODUCTION, (PLUG/ABANDONMENT) ON APPROXIMATELY 1.00 ACRE, BEING OUT OF A 60.91 ACRE TRACT (CALLED) CONVEYED TO SACRED HEART CHILDRENS' HOME, INCORPORATED, RECORDED IN VOLUME 321, PAGE 496, DEED RECORDS OF WEBB COUNTY, TEXAS, SITUATED IN CITY OF LAREDO, ABSTRACT 239, WEBB COUNTY, TEXAS, KNOWN AS LAREDO TOWNSITE A #1, LOCATED WEST OF US HIGHWAY 83 AND NORTH OF LOMAS DEL SUR BOULEVARD; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Special Use Permit for Oil and/or Gas Extraction and Production, plug/abandonment) on approximately 1.00 acre, being out of a 60.91 acre tract (called) conveyed to Sacred Heart Childrens' Home, Incorporated, recorded in Volume 321, Page 496, Deed Records of Webb County, Texas, situated in City of Laredo, Abstract 239, Webb County, Texas, known as Laredo Townsite A #1, located west of US Highway 83 and north of Lomas del Sur Boulevard; 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 16, 2022; and,

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

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

WHEREAS, the City Council has held a public hearing on July 18, 2022, on the request and finds the Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, all conditions imposed by the Special Use Permit, and all pertinent requirements the Laredo Land Development Code shall be met before the activity sanctioned by the Special Use Permit may commence; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing a Special Use Permit for Oil and/or Gas Extraction and Production, plug/abandonment) on approximately 1.00 acre, being out of a 60.91 acre tract (called) conveyed to Sacred Heart Childrens'

Home, Incorporated, recorded in Volume 321, Page 496, Deed Records of Webb County, Texas, situated in City of Laredo, Abstract 239, Webb County, Texas, known as Laredo Townsite A #1, located west of US Highway 83 and north of Lomas del Sur Boulevard.

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

1. The Special Use Permit is issued to Columbus Energy, LLC. and is non-transferable.
2. The Special Use Permit is restricted to the site plan, Exhibit "A", which is made part hereof for all purposes.
3. The Special Use Permit must abide by statements in letter, Exhibit B, which is made part hereof for all purposes.
4. The Special Use Permit shall comply with all Fire Code requirements including the location and treatment of the premises.
5. The Special Use Permit shall comply with all rules and regulations of the Laredo Land Development Code Section 24-73: Oil and Gas Extraction & Production Specific Use Zoning Overlay District and Permit Requirements.
6. The Special Use Permit shall be subject to an annual inspection.
7. Lighting and operations to plug/abandon the Gas Unit (well) shall be screened to avoid adverse impact on adjacent residential neighborhoods.
8. All related operations to the plugging and abandonment of the existing well, shall be limited during the day to avoid adverse effect on the Residential neighborhood in the proximity of the area.

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

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

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

1. Enforcement and Revocation of Special Use Permit Revocation

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

A. Circumstances that warrant revocation of an approved special use permit include, but shall not be limited to, any of the following:
    1. Any Violation of any of the conditions of the special use permit if not corrected to the satisfaction of the City within 90 days of the owner having received written notice of the violation and the means necessary to correct it;
    2. A plea of guilty or no-contest to an offense that that occurs on the property for which the special use permit is granted involving any zoning ordinance or provision of the City's Land Development Code;

3. The building, premise, or land uses under the special use permit is enlarged, modified, structurally altered, or otherwise significantly changed without the approval of a separate special use permit for such enlargement, modification, structural alteration or change;
4. Violation of any provision of the site plan encompassing the property for which the special use permit was issue for, terms or conditions of a special use permit;
5. The special use permit was obtained by fraud or with deception.

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

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

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

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DAVID H. ARREDONDO
ASSISTANT CITY ATTORNEY

Public Hearings (also Intro Ord) 8.

City Council-Regular

Meeting Date: 07/18/2022
Initiated By: Riazul Mia, Assistant City Manager
Initiated By: Watson-Laredo Company, Ltd., Owner; Columbus Energy, LLC, Applicant; Billy Granger, Representative

Staff Source: Orlando D. Navarro, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for oil and/or gas extraction and production, (plug/abandonment) on approximately 0.53 acres of land, situated in Porcion 35, Abstract 546, Jose M. Dias, Original Grantee, same being out of a 358.54 acre tract recorded in Volume 3801, pages 143-147, Webb County Official Public Records, located south of Alegria Street and west of Texas Drive.

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

ZC-061-2022
District I

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: I - Cm. Rudy Gonzalez, Jr.

Proposed use: Plug/Abandonment of Well (Oil and/or Gas Extraction and Production)

Site: The site is currently occupied by Watson #1 (gas well).

Surrounding land uses: To the north of the site is vacant undeveloped land and single family reduced residential use. To the east o the site is predominantly single family reduced residential use and vacant undeveloped land. To the south and west of the site is vacant undeveloped land.

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

Transportation Plan: The Long Range Thoroughfare Plan does not identify Texas Drive.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

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

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a 6 to 0 vote recommended **approval** of the special use permit.

STAFF RECOMMENDATION

A Special Use Permit is used for those types of uses that warrant individual attention on a case by case, basis and should not be categorized in a zoning district. A Special Use Permit is basically, an overlay on top of the existing zoning designation and can be limited in many respects such as time, fencing, setbacks, landscaping, etc. A Special Use Permit is required for Oil and Gas Extraction & Production as per Section 24-73 to include but not limited to Section 24.73.16 Wells to be abandoned. The property is ir a R-1 (Single Family Residential District) zoning district.

Staff **supports** the proposed Special Use Permit at this location for the following reasons:

1. The intent of the Special Use Permit is to plug and abandon the well.
2. The proposed Special Use Permit is not anticipated to have a negative impact in the surrounding area or neighborhood.

If approved, Staff suggests the following conditions:

1. The Special Use Permit is issued to Columbus Energy LLC., and is non-transferable.
2. The Special Use Permit is restricted to site plan, Exhibit “A”, which is made part hereof for all purposes.
3. The Special Use Permit must abide by statements in letter, Exhibit B, which is made part hereof for all purposes.

4. The special use permit shall comply with all fire code requirements including the location and treatment of the premises.
5. The special use permit shall comply with all rules and regulations of the Laredo Land Development Code Section 24-73: Oil and Gas Extraction & Production Specific use Zoning Overlay District and Permit Requirements.
6. The special use permit shall be subject to an annual inspection.
7. Lighting and operations to plug/abandon the Gas Unit (well) shall be screened to avoid adverse impact on adjacent residential neighborhoods.
8. All related operations to the plugging and abandonment of the existing well, shall be limited during the day to avoid adverse effect on the Residential neighborhood in the proximity of the area.

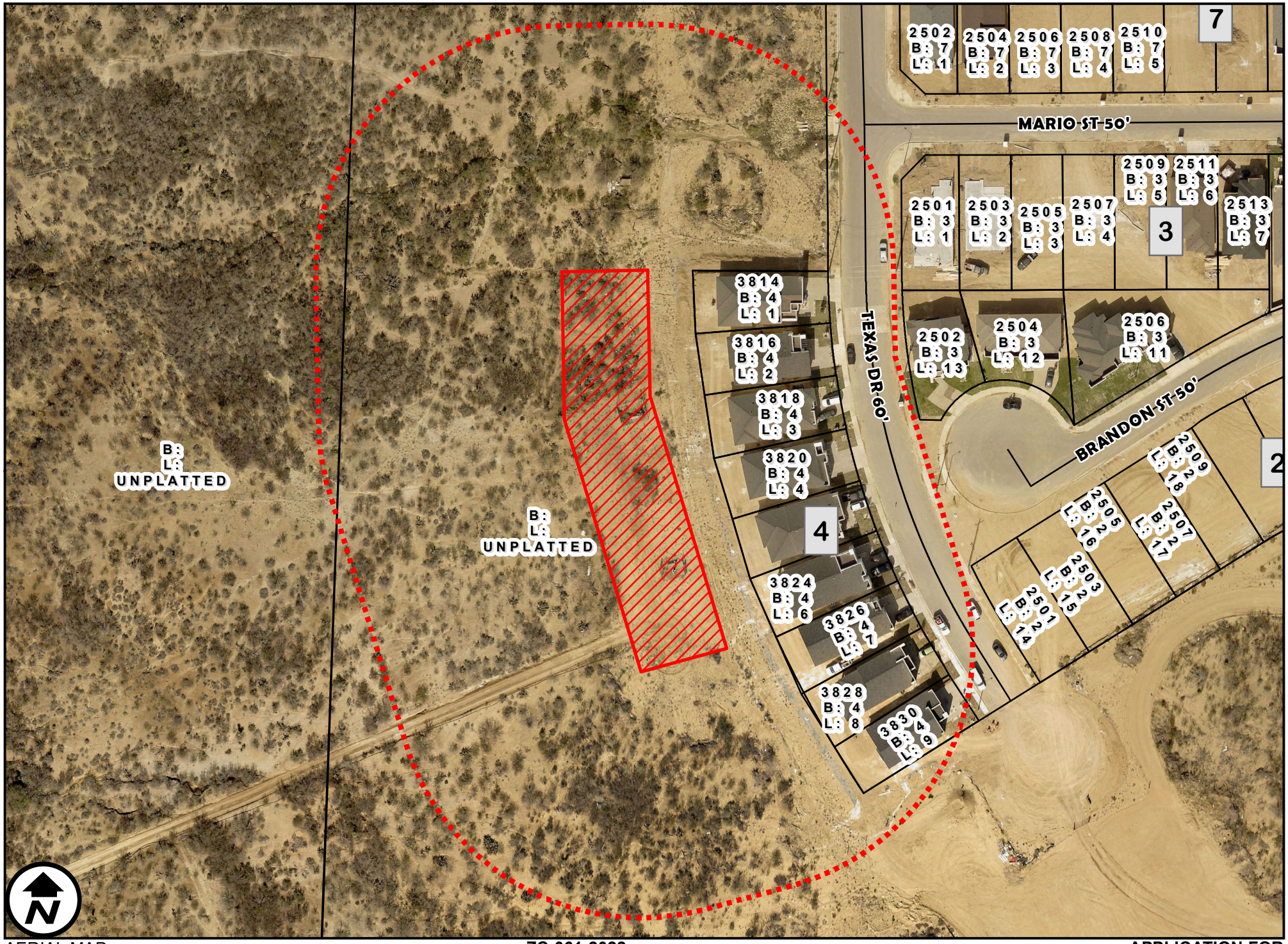
Staff **supports** the application.

Fiscal Impact

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

Attachments

Maps
Survey
Site Plan
Narrative
Oil & Gas Ordinance
Ordinance

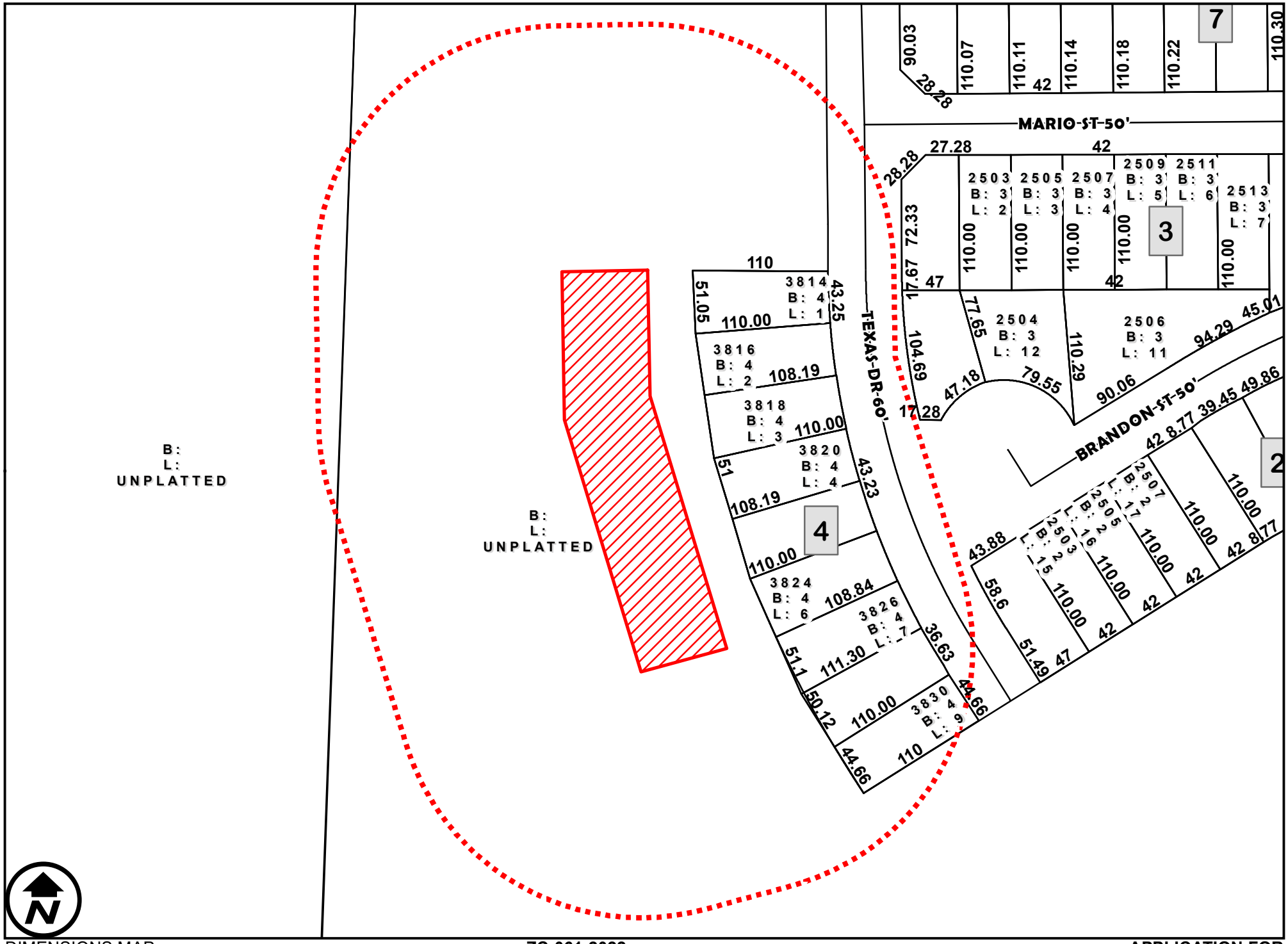


AERIAL MAP

1 inch = 100 feet

ZC-061-2022
COUNCIL DISTRICT 1
SOUTH OF ALEGRIA STREET AND WEST OF TEXAS DRIVE.

APPLICATION FOR
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
S.U.P. FOR PLUGGING GAS WELL

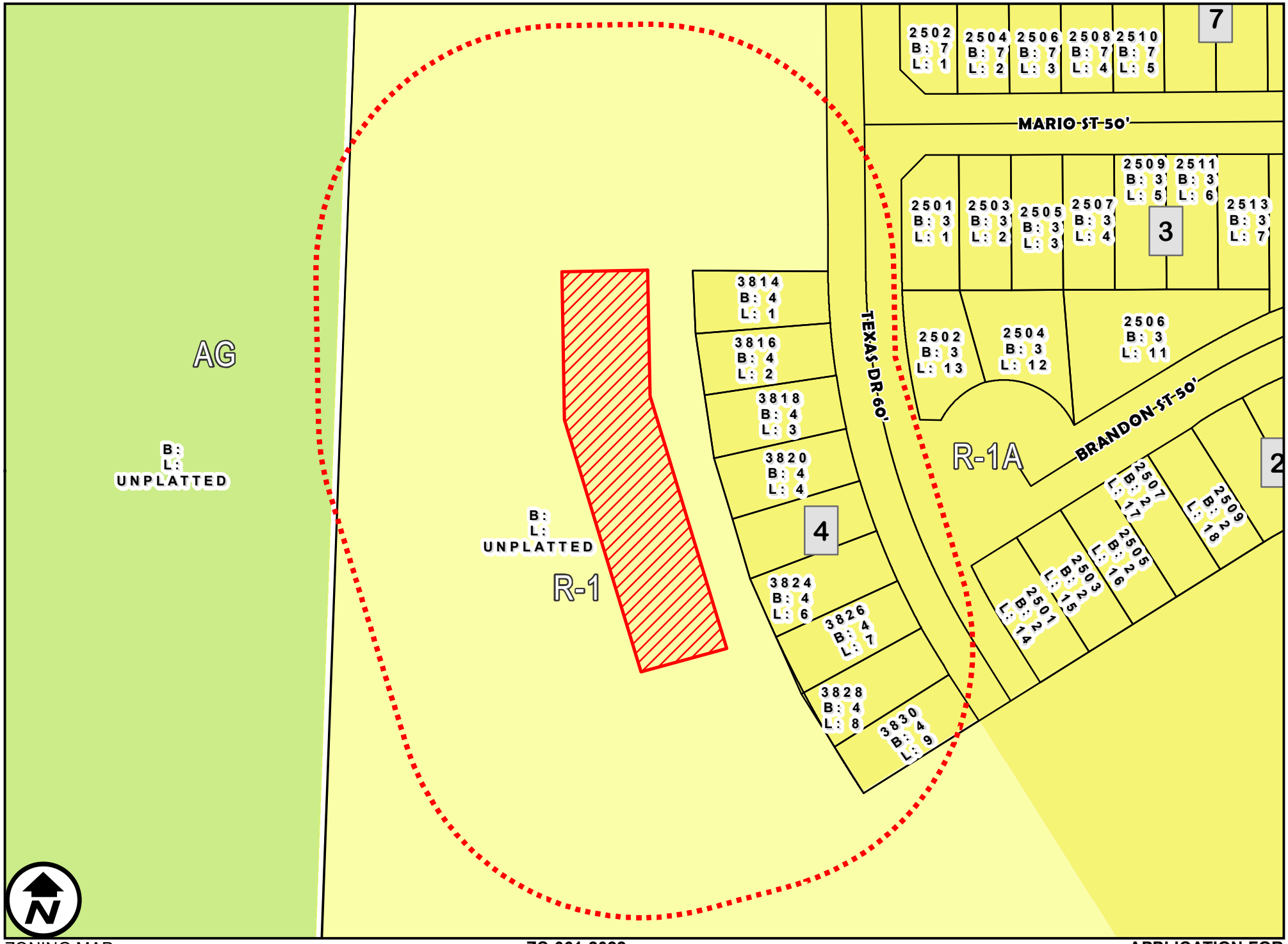


DIMENSIONS MAP

1 inch = 100 feet

ZC-061-2022
COUNCIL DISTRICT 1
SOUTH OF ALEGRIA STREET AND WEST OF TEXAS DRIVE.

APPLICATION FOR
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
S.U.P. FOR PLUGGING GAS WELL

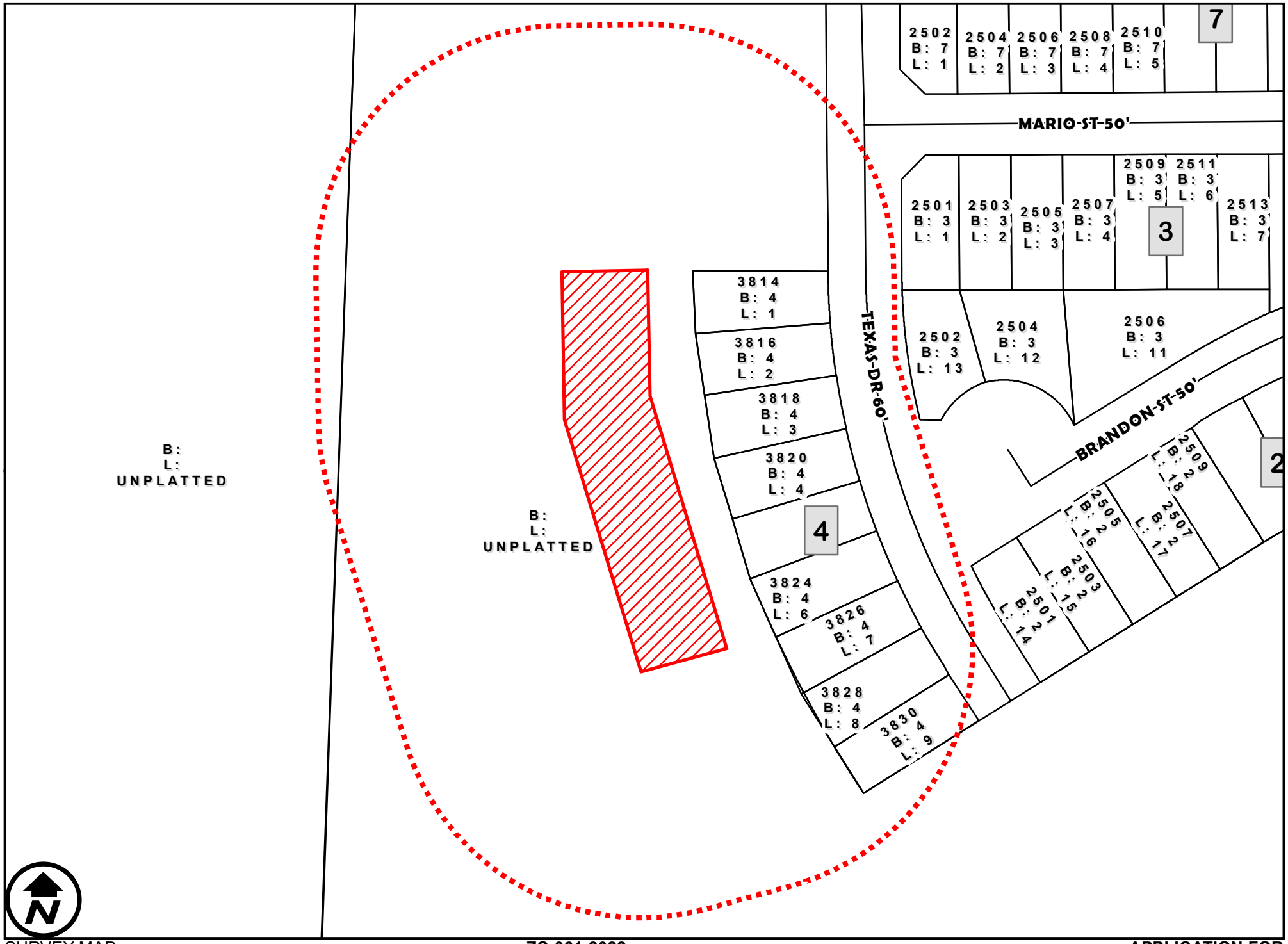


ZONING MAP

1 inch = 100 feet

ZC-061-2022
COUNCIL DISTRICT 1
SOUTH OF ALEGRIA STREET AND WEST OF TEXAS DRIVE.

APPLICATION FOR
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
S.U.P. FOR PLUGGING GAS WELL

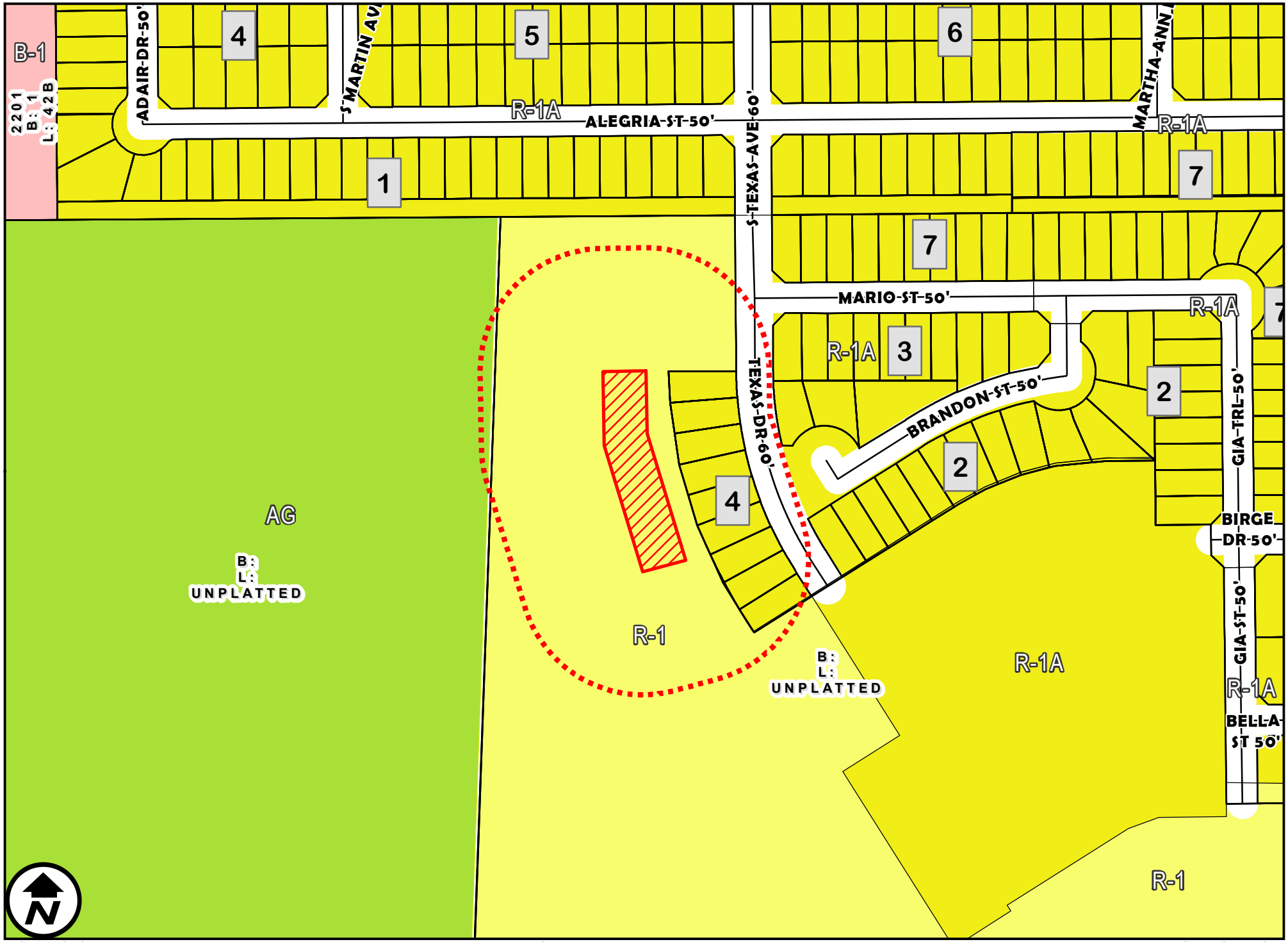


SURVEY MAP

1 inch = 100 feet

ZC-061-2022
COUNCIL DISTRICT 1
SOUTH OF ALEGRIA STREET AND WEST OF TEXAS DRIVE.

APPLICATION FOR
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
S.U.P. FOR PLUGGING GAS WELL

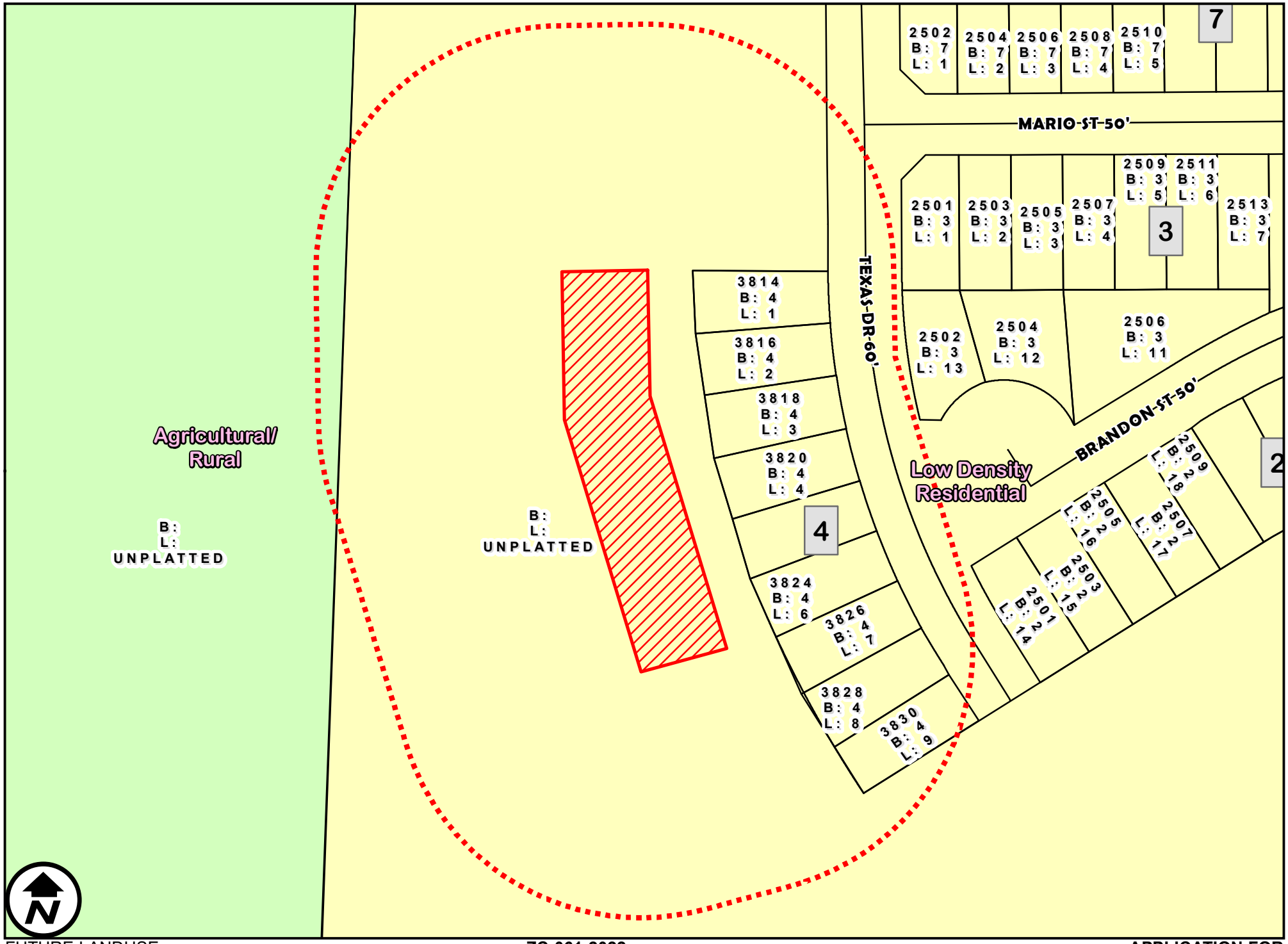


ZONING OVERVIEW

1 inch = 200 feet

ZC-061-2022
COUNCIL DISTRICT 1
SOUTH OF ALEGRIA STREET AND WEST OF TEXAS DRIVE.

APPLICATION FOR
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
S.U.P. FOR PLUGGING GAS WELL

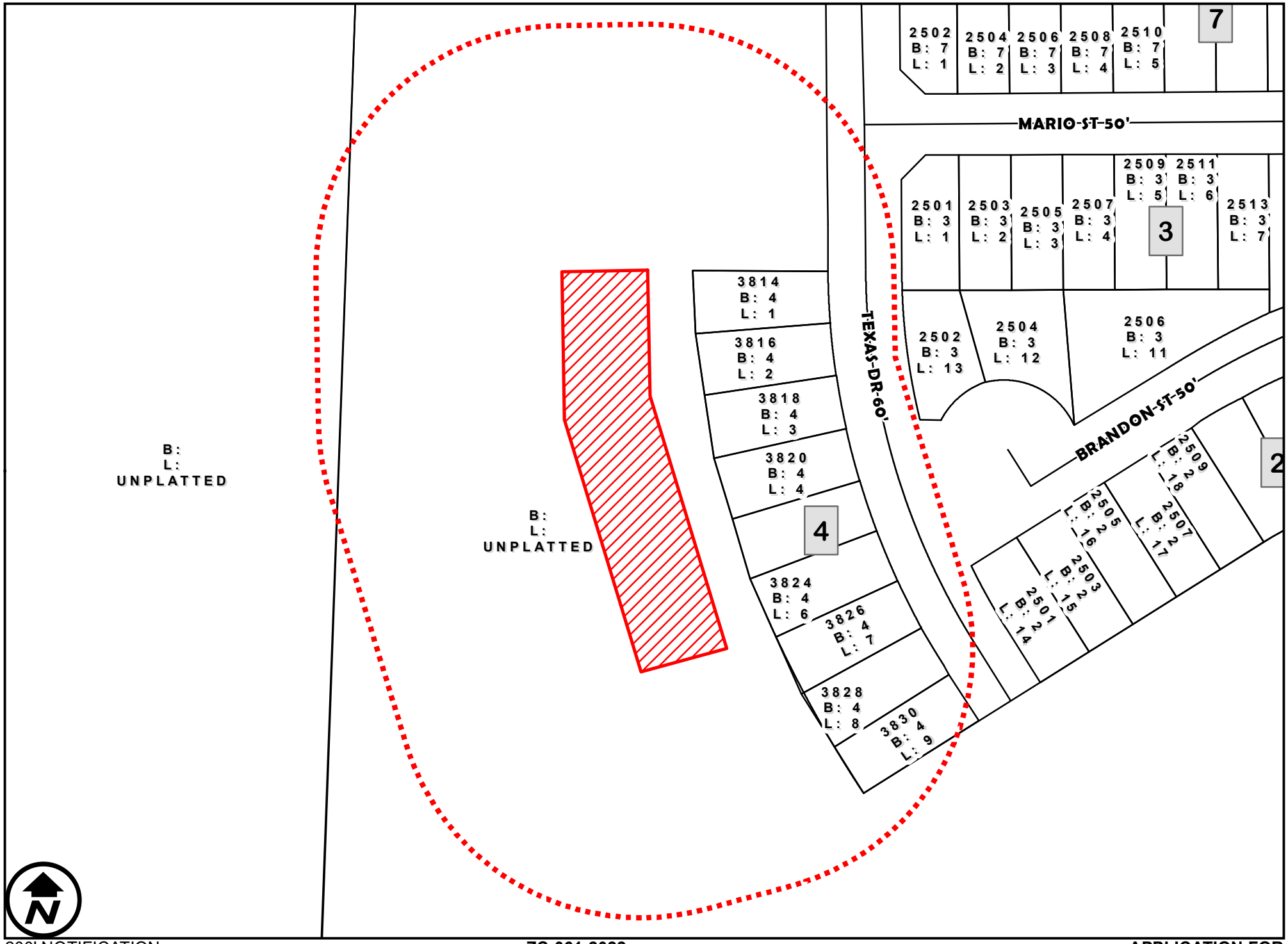


FUTURE LANDUSE

1 inch = 100 feet

ZC-061-2022
COUNCIL DISTRICT 1
SOUTH OF ALEGRIA STREET AND WEST OF TEXAS DRIVE.

APPLICATION FOR
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
S.U.P. FOR PLUGGING GAS WELL

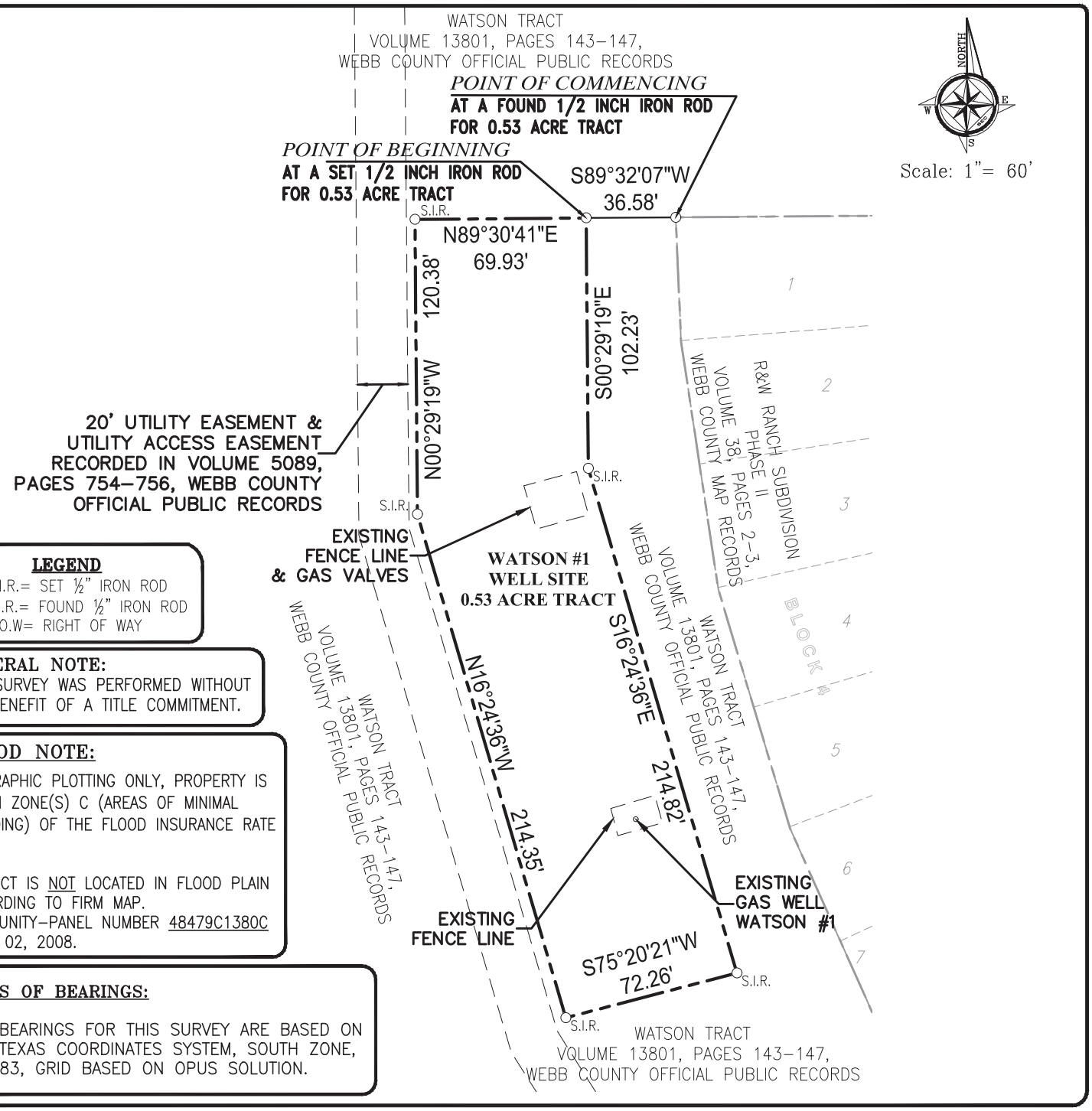


200' NOTIFICATION

1 inch = 100 feet

ZC-061-2022
COUNCIL DISTRICT 1
SOUTH OF ALEGRIA STREET AND WEST OF TEXAS DRIVE.

APPLICATION FOR
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
S.U.P. FOR PLUGGING GAS WELL



LEGEND

- ○ S.I.R.= SET ½" IRON ROD
- ○ F.I.R.= FOUND ½" IRON ROD

R.O.W= RIGHT OF WAY

GENERAL NOTE:
THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

FLOOD NOTE:

BY GRAPHIC PLOTTING ONLY, PROPERTY IS WITHIN ZONE(S) C (AREAS OF MINIMAL FLOODING) OF THE FLOOD INSURANCE RATE MAP,

SUBJECT IS NOT LOCATED IN FLOOD PLAIN ACCORDING TO FIRM MAP.
COMMUNITY–PANEL NUMBER 48479C1380C
APRIL 02, 2008.

BASIS OF BEARINGS:

THE BEARINGS FOR THIS SURVEY ARE BASED ON THE TEXAS COORDINATES SYSTEM, SOUTH ZONE, NAD 83, GRID BASED ON OPUS SOLUTION.

CERTIFICATE OF SURVEYOR

I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION, ON THE GROUND, THAT THE CORNER MONUMENTS SHOWN WERE PROPERLY PLACED OR LOCATED UNDER MY SUPERVISION.

FRANCISCO ESTRADA, IV. TEXAS R.P.L.S. No. 5862

05/25/2022
DATE

STATE OF TEXAS
REGISTERED
FRANCISCO ESTRADA IV
5862
PROFESSIONAL
LAND SURVEYOR

SURVEY OF WATSON #1 - WELL SITE

A tract of land containing 0.53 acres of land, more or less, situated in Porcion 35, Abstract 546, Jose M. Dias original grantee, same being out of a 358.54 acre tract recorded in Volume 3801, Pages 143-147, Webb County Official Public Records.

Drawn By	:RXL
Checked By	:FE
Approved By	:FE
Date	:05/25/2022
Revision	:0
Project No.	:8209

SHERFEY ENGINEERING COMPANY, L.L.C.
104 Del Court
Suite 400
Laredo, Texas 78041
(956) 791-3511
TBPE FIRM REGISTRATION No: F-3132

File :X:\Open Projects\8209.00 Watson Property @ Highway 83\11.0 Surveys & MBDs\2022\8209.00–GASWELL

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

METES AND BOUNDS DESCRIPTION
0.53 ACRE TRACT
WEBB COUNTY, TEXAS
WATSON No.1 – WELL SITE

A tract of land containing 0.53 acres of land, more or less, situated in Porcion 35, Abstract 546, Jose M. Dias original grantee same being out of a 358.54 acre tract recorded in Volume 3801, Pages 143-147, Webb County Official Public Records and being more particularly described by metes and bounds as follows:

COMMENCING at a found 1/2 inch iron rod at the northwest corner of Lot 1, Block 4, R&W Ranch Subdivision Phase II as recorded in Volume 38, Pages 2-3, Webb County Map Records ;

THENCE, S 89°32'07" W, a distance of 36.58 feet to a set 1/2 inch iron rod, the **POINT OF BEGINNING** and northeast corner of the herein described tract;

THENCE, S 00°29'19" E, a distance of 102.23 feet to a set 1/2 inch iron rod, a deflection left;

THENCE, S 16°24'36" E, a distance of 214.82 feet to a set 1/2 inch iron rod, the southeast corner of the herein described tract;

THENCE, S 75°20'21" W, a distance of 72.26 feet to a set 1/2 inch iron rod, the southwest corner of the herein described tract;

THENCE, N 16°24'36" W, a distance of 214.35 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, N 00°29'19" W, a distance of 120.38 feet to a set 1/2 inch iron rod, the northwest corner of the herein described tract;

THENCE, N 89°30'41" E, a distance of 69.93 feet to return to and close at the **POINT of BEGINNING**, containing 0.53 acres of land.

State of Texas §
County of Webb §

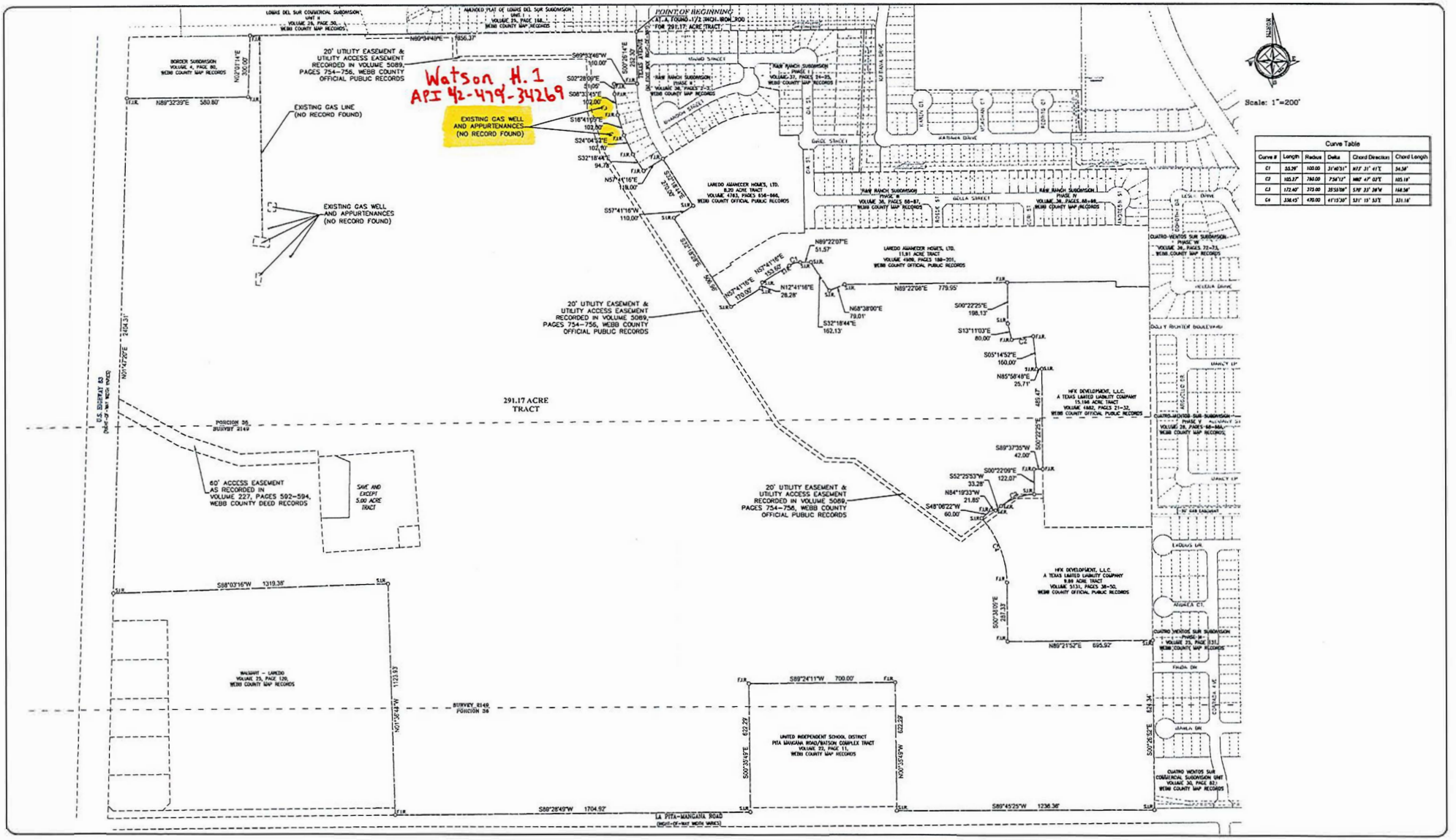
I, Francisco Estrada IV, a Registered Professional Land Surveyor, do hereby state that the above captioned "Metes and Bounds Description" was prepared from available office records and on the ground survey of the property made under my supervision.

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

05/25/2022
Current Date

STATE OF TEXAS
REGISTERED
FRANCISCO ESTRADA IV
5862
PROFESSIONAL
LAND SURVEYOR

Exhibit A



Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	33.29'	103.00	31°40'31"	N73° 31' 41"E	34.38'
C2	103.37'	760.00	7°34'12"	N80° 47' 03"E	103.18'
C3	172.40'	373.00	35°59'09"	S76° 33' 38"W	169.58'
C4	334.45'	470.00	41°13'30"	S31° 15' 53"E	331.16'

Designed By: FE
Drawn By: FE
Checked By: FE
Approved By: JPS
File: X:\8209.00\8209.00.dwg

FLOOD NOTE:
BY GRAPHIC PLOTTING ONLY(AREAS OF MINIMAL FLOODING) OF THE FLOOD INSURANCE RATE MAP.

SUBJECT IS NOT LOCATED IN A FLOOD PLAIN "ZONE A" ACCORDING TO FIRM MAP COMMUNITY-PANEL NUMBER 480175C 1300C DATED: APRIL 2, 2008

LEGEND
S.I.R.= SET 1/2" IRON ROD
F.I.R.= FOUND 1/2" IRON ROD

BASIS OF BEARINGS:
N.A.D. 1983 TEXAS COORDINATE SYSTEM, SOUTH ZONE (4205 1983)

Sherfey Engineering Company, L.L.C.
104 Del Court
Suite 400
Laredo, Texas 78041
(956) 791-3511
(956) 791-3144
TBPE FIRM REGISTRATION No: F-3132
TBPLS FIRM REGISTRATION No. 100 99 800

CERTIFICATE OF SURVEYOR

I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION, ON THE GROUND, THAT THE CORNER MONUMENTS SHOWN WERE PROPERLY PLACED OR LOCATED UNDER MY SUPERVISION.

FRANCISCO ESTRADA, IV, TEXAS R.P.L.S. No. 5862 — DATE: 04/25/2022

STATE OF TEXAS — FRANCISCO ESTRADA IV — 5862 — REGISTERED PROFESSIONAL LAND SURVEYOR

BOUNDARY SURVEY

A tract of land containing 291.17 acres of land, more or less, situated in Porcion 35, Abstract 546, Jose M. Elisa original grantee, Survey 2149, R.H. Raina original grantee and Porcion 36, Abstract 413, Laureano Salinas original grantee same being out of a 358.54 acre tract recorded in Volume 3001, Pages 143-147, Webb County Official Public Records.

SAVE & EXCEPT

A tract of land containing 5.00 acres of land, more or less, situated in Survey 2149, R.H. Raina original grantee same being out of a tract recorded in Volume 620, Pages 532-534 and Volume 4616, Pages 241-246, Webb County Official Public Records.

Scale: 1"=200' | Date: 04/25/2022 | Rev. 0

PROJ. NO.8209.00

1

SHEET 1 OF 1

Exhibit B - Statement/Narrative

Columbus Energy

AUTHORITY FOR EXPENDITURE
3773 Richmond Ave, Suite 950
Houston, Texas 77046

Form Revision Date: 7/28/2021

OPERATOR (OPERATED or NON-OPERATED):	AFE CATEGORY: (Select from drop down list)		NATURE OF AFE:	WELL API NUMBER:
Columbus Energy, LLC	P&A		P&A	42-479-34269
WELL NAME / PROJECT DESCRIPTION:	**COUNTY:**	**STATE:**	**OPERATION AREA:**	**WELL NUMBER:**
Watson #1	Webb	TX	Laredo	111301
LOCATION: (X, Y Coordinates)	**FORMATION:**	**FIELD:**	**DEPTH:**	**AFE #:**
SHL BHL	Wilcox	Zachry (LOBO 1)	7,100'	

PROJECT DESCRIPTION

It is recommended to Plug & Abandon (P&A) the Watson #1. It was drilled to a depth of 7,100' in November 1985. The well produced 183.2 MMCF and 0.23 MBO from the Lobo sands. The subject well is not capable of producing in economics quantities and was shut-in back in November 2007. In addition, this well recently failed its mechanical integrity test (MIT) in April 2022. As are result, the RRC requires that the subject well is plugged and abandoned.

AFE PREPARED BY:	Juan Macias	TITLE:	Operations Engineer	DATE:	5/6/2022

AFE CATEGORY:	Additional Information:	Original (Gross)	Supplement (Gross)	Total (Gross)
P&A	Plug, Abandon & Restore Location	$49,619	$0	$49,619
TOTAL ESTIMATED COST		**$49,619**	**$0**	**$49,619**

APPROVALS - COLUMBUS ENERGY, LLC

TITLE:	DATE:
TITLE:	DATE:

PARTNERS

Owner	Owner Interest %	Owner Original $	Owner Estimated Total $

PARTICIPANT APPROVAL

APPROVAL SIGNATURE:			
PRINTED NAME:			
TITLE:		DATE:	
FOR:			

Important Disclaimer:
This Authorization for Expenditure is a good faith estimate of costs associated with the project at the time of sanctioning. Approval of this AFE does not limit financial responsibility to that indicated herein. All interest owners are responsible for their proportionate share of total project cost.

SECTION 24-73

OIL & GAS EXTRACTION & PRODUCTION
SPECIFIC USE ZONING OVERLAY DISTRICT AND PERMIT REQUIREMENTS

Section 24.73.1 SPECIAL USE PERMIT REQUIRED

(1) It shall be unlawful and a violation of this article for any person, acting either for himself or as an agent, employee, independent contractor or servant of any other person, to explore for oil and gas, or to commence operations, or to operate or service any well, or to drill, or to re-enter any well including to workover, re-complete, plug back, deepen, or activate any well or to re-enter any well which has been plugged and abandoned, or to engage in related storage of oil, natural gas, and other hydrocarbons within the corporate limits of the city without a specific use permit having first been issued by the authority of the council in accordance with the terms of this chapter. No specific use permit shall be authorized for more than one (1) well.

(2) Each applicant, when filing with the superintendent an application, for a specific use permit shall include a metes and bounds description of the drilling block proposed to be covered by the permit, to be prepared by a surveyor licensed by the state, which shall be situated within the outlines of drilling areas approved by the city council. When so approved, such description shall become the official legal description of the drilling block therein for all purposes hereunder. The superintendent shall take into account the metes and bounds description of all previously approved drilling blocks in determining the propriety of the description furnished in connection with any permit application.

(3) No specific use permit shall be issued except in accordance with the requirements of this section:

(a) The council may establish conditions as part of the special permit, including but not limited to:

(i) The hours of drilling operations, re-entry and well servicing limited to daylight hours only in developed areas, except in the case of an emergency.

(ii) Use of all-electric drilling rigs and generators where any residential structure is less than six hundred (600) feet from the well.

(iii) Lighting of drilling operations shall be screened to avoid adverse impact on adjacent residential neighborhoods.

(iv) In lieu of a cyclone fence, all wells and tanks located in a developed residential or commercial area shall be screened by a solid masonry wall around the well within sixty (60) days of completion of drilling, redrilling, reworking, converting or activation. The wall shall be of solid neutral color, compatible with surrounding uses, and maintained in a neat orderly, secure condition. The wall shall be at least six feet in height and be constructed in accordance with provisions of the city building code. The entry gates shall be of galvanized steel, and shall be kept locked.

(v) For wells visible from a public street in a developed residential or commercial area, the site shall be landscaped in accordance with Appendix F-1, Table 2 "Recommended Shrubs for the Laredo Region" and Appendix F -2 "General Planting and Maintenance Standards for Trees and Shrubs". Shrubs shall be spaced as intervals of not less than three (3) feet along the perimeter of the solid masonry wall adjacent to the right of way, exclusive of driveway entrances, pedestrian walkways and cutback areas. The shrubs shall be maintained at a height of no more than thirty-six (36) inches nor less than eighteen (18) inches. The plan shall be submitted and approved by the superintendent, and shall be implemented with the installation of the masonry wall.

(b) Public nuisance declared. The foregoing subsection notwithstanding, no person shall conduct any well operation in a manner that would create a noise, odor or vibration detrimental to the health, safety or welfare of the surrounding neighborhood or any considerable number of persons. Such operation is hereby declared to constitute a public nuisance and subject to the provisions of Chapter 21, Article II, of the Code of Ordinances pertaining to "Nuisances."

Section 24.73.2 ADMINISTRATIVE ENFORCEMENT AND SUPERVISION

It shall be the duty of the superintendent or his/her designee to enforce the provisions of this article and to that end he is hereby vested with police authority. Any violation of this article shall be considered a Class C misdemeanor punishable with a fine of up to five hundred dollars ($500.00).

Section 24.73.3 PERMIT REQUIRED FOR OIL AND GAS EXTRACTION AND PRODUCTION

(1) It shall be unlawful and a violation of this article for any person, acting either for himself or as an agent, employee, independent contractor or servant of any other person, to explore for oil and gas, or to commence operations, or to operate and service any well, or to drill, or to re-enter any well including to workover, re-complete, plug back, deepen, or activate any well, or to reenter any well which has been plugged and abandoned, or to engage in related storage of oil, natural gas, and other hydrocarbons within the corporate limits of the city without a permit for oil and gas extraction and production having first been issued by the authority of the council in accordance with the terms of this section. No permit shall authorize oil and gas extraction and production at more than one (1) well.

(2) No permit for oil and gas extraction and production will be approved unless the applicant for a permit affirms in writing:

(a) That the applicant owns or controls an interest in the total operating rights in the proposed well; and
(b) That applicant has access to the surface on which the operations will be conducted.

(3) Such permit shall constitute sufficient authority for exploration, commence operations, operation of any well, drilling, workover, recompletion, re-entry, deepening, plug back, activation or conversion of any well, or re-entry of any well which has been plugged and abandoned, gathering of production, well servicing, repair, testing, plugging and abandonment of the well, and for the construction and use of all related facilities reasonably necessary or convenient in connection therewith for the storage of oil, natural gas, and hydrocarbons, including gathering lines and discharge lines on the well site; provided, however, that a new permit shall be obtained for the following activities: 1) re-entry for purposes of deepening or converting such well to a depth or use other than that set forth in the then current permit, and 2) re-entry for the purposes of reworking which does not deepen or convert such well to a depth or use other than that set forth in the current permit, and 3) well plugging and abandonment.

Section 24.73.4 APPLICATION FOR OIL AND GAS EXTRACTION AND PRODUCTION PERMIT

An application for a permit shall be filed in duplicate (with all exhibits attached securely thereto) in the office of the superintendent for each separate activity other than that required for operations and well servicing activities. Such application shall be signed, and the accuracy of the contents thereof and exhibits thereto shall be sworn to before a notary public by the applicant, or a representative of applicant having legal authority to enter into contracts binding upon the applicant, shall contain a sworn statement that applicant shall comply with all requirements of this article and shall include, (as exhibits constituting a part of the same) where appropriate, the following:

(1) The name and address of the applicant, and if the applicant is a corporation, the name and address of the registered agent for such corporation, and if the applicant is a partnership, the names and addresses of the general partners.

(2) The name, address and telephone number of a person, other than applicant, designated as the local agent of the applicant to receive for the applicant all process, citation, notices and demands hereunder. If appropriate, more than one telephone number should be furnished.

(3) As Exhibit "1," the numerical designation of the drilling block covered thereby, the metes and bounds description as reflected by the survey description of the drilling unit and a signed and dated statement to the effect that, to the best of the knowledge and belief of the applicant, his application for permit to drill complies with all of the requirements of this code.

(4) In addition to the required metes and bounds description, a plat of the drilling unit proposed to be covered by the permit prepared and certified by a surveyor licensed by the state which shall show the proposed surface location of the well, its elevation, together with distances from such proposed surface location to the exterior boundary lines of such drilling unit. Such plat shall show distances from the proposed surface well location to any residence or structures intended for human occupancy which are located within six hundred (600) feet from such surface well location.

(5) Proposed total depth of the well to be drilled.

(6) Proposed casing, cementing and mud program of the well.

(7) True copies of R.R.C. Form W - 1 and R.R.C. drilling permit, shall be attached as Exhibits "2" and "3," respectively. The drilling permit shall show the API number assigned by the Texas Railroad Commission.

(8)A copy of the notice to the Federal Aviation Administration of intention to drill such well shall be attached as Exhibit "4," if such notice is required by such agency.

(9)An insurance certificate dated no more than ten (10) days prior to filing the application shall be attached as Exhibit "5." This certificate shall indicate that the applicant has complied with at least the minimum insurance requirements specified in this section, including the naming of the city as an additional named insured, and that the insurance covers the drilling, production and operation of wells within the city limits.

(10) A copy of such bonds as required by this article shall be attached as Exhibit "6."

(11) In the event the location is situated within the limits of the area subject to the authority of the International Boundary Water Commission (IBWC), a letter from an officer in authority, of such commission authorizing the location for the drilling of such well should be attached as an Exhibit "7."

(12) Fees shall be required for each of the permits required pursuant to this section. All applications for permits shall be accompanied by a filing fee by cashier's check or money order made payable to the city. The following fees shall be charged for permits in connection with oil and gas operations:

(a) Drilling ..... One thousand three hundred dollars ($1,300.00)
(includes operations and well servicing)

(b) Re-entry for deepening or conversion ..... One thousand three hundred dollars ($1,300.00)

(c) Re-entry for reworking..... Seven hundred fifty dollars ($750.00)
(which does not involve deepening or conversion)

(d) Well plugging/abandonment..... Five hundred dollars ($500.00)

(13)Each application shall be accompanied by a list of the names and last known addresses of all record owners of interests in and to oil, gas, and other minerals under the property

(14) The applicant shall furnish the superintendent with a signed, dated and sworn inventory of the drilling equipment to be utilized, which inventory shall include but not be limited to the types of pumps, engines, derrick, blow out prevention equipment and other necessary and appurtenant equipment to be used in drilling operations by the drilling contractor or the operator so as to reflect compliance with this article. Any substitution of equipment shall be approved by the superintendent.

(15) The application shall be accompanied by applicants signed and dated statement that he agrees to present any evidence to the council in addition to the requirements of this article as may be requested by the council and that to the best of applicant's belief, the proposed drilling, completion and production operations can be conducted with safety.

(16) The permit application shall include a statement by the applicant authorizing the city to expend such funds as may be necessary under the direction and advice of the Railroad Commission, under the circumstances, to regain well control.

(17) Such application shall also contain a statement in which the applicant agrees to file with the office of the superintendent the reports described in this section.

Section 24.73.5 PUBLIC NOTICE AND HEARING REQUIRED

No application for a permit for the drilling, re-entry for deepening or conversion, or re-entry for reworking of any well shall be approved prior to a public hearing before the city council. The requirements for notice to property owners within two hundred feet of the drill site shall be the same as those required for the issuance of a Specific Use Permit.

Section 24.73.6 TRANSFER OF PERMIT

A permit validly in force may be transferred from permittee to another operator upon approval of a written application by the city council with a transfer fee equal to the original filing fee and a proper showing that such new operator has acquired by assignment obligations of the permittee under this section, and has complied with the insurance, bond, and all other requirements of this section. Upon approval by the city council of such application, the city council shall issue a substitute permit to such new operator and cancel the original permit.

Section 24.73.7 TERM OF PERMIT

The term of a drilling permit shall be for a period of six (6) months, unless within such term operations are commenced, in which event the term shall continue as long thereafter as production is obtained or drilling, reworking, recompletion or well service operations are conducted with no cessation of all such production and operations for more than ninety (90) consecutive days, and until the well is plugged and abandoned in accordance with this article and a recommendation for release of the permit has been issued by the superintendent.

Section 24.73.8 FUTURE ANNEXATION

(1) The owner or operator of every existing well within any territory hereafter annexed shall, within six (6) months after date of annexation register such well or wells with the superintendent. The following information shall be submitted to the superintendent for purposes of registering an existing well:

(a) A sketch or map showing the location in relation to a permanent marker, such as in a street or road intersection, or with metes and bounds referenced to a filed plat so as to show the exact location of the surface installation at the site of such well including the drilling block number and its elevation.

(b) A short description of the surface installations, including tanks, pumping equipment, compressors, LTX units, etc.

(c) A specification of existence of any buildings, structures or public roads to the well within six hundred (600) feet of the location.

(d) An affidavit shall be attached verifying the truth of the statements contained in the application as well as showing the name of the operator and the name and addresses of the owners of the working interest.

(e) A certificate of insurance prepared in accordance with the requirements of section 24.73.1.

(f) A copy of all railroad commission forms filed by such operator pertaining to such wells.

(2) In the event the owner or operator of an existing well does not within six (6) months file an application to operate such well and receive the approval of the superintendent, it shall incur a penalty of fifty dollars ($50.00) per day until such application is filed.

Section 24.73.9 SEISMIC SURVEYS

(1) No geophysical work employing underground explosives will be permitted anywhere at any time within the city limits. Other geophysical systems employing the "thumper," "vibroseis," and other techniques not employing explosives will be permitted upon proper application and the payment of a seven hundred fifty dollar ($750.00) application fee. A proper application will include the following:

(a) Letter of application requesting a geophysical permit. The letter shall set out when it is intended to begin the work and also the anticipated date of completion. A statement shall also be made relieving the city of any liability for damages which may result from that operation performed by the applicant.

(b) The letter of application shall be accompanied by proof that applicant has complied with the insurance requirements as set out in section 24.73.10.

(c) A plat outlining the areas proposed to be covered by the survey.

(d) Written and signed proof that applicant has obtained permission from the owners of the surface and subsurface to conduct such operations.

(2) Before granting a permit for seismic survey, the council shall make findings that the work will not create a public nuisance nor be contrary to the public safety.

(3) If the applicant is acting as contractor for another party, then a letter of authorization to perform such work must accompany the application.

Section 24.73.10 BONDS AND INSURANCE

(1) All operators shall maintain or cause to be maintained comprehensive general liability insurance and insurance coverage on their employees, agents and contractors (or require such insurance to be maintained), in addition to required workmen's compensation insurance, in at least the following amounts:

Bodily injury, per individual or per event	$1,000,000
Property damage, per accident or accidents	$100,000
Umbrella Insurance, each accident	$1,000,000
Cost of Well Control	$5,000,000

(2) Prior to the issuance of any permit, the applicant shall file a bond with the city secretary executed by the applicant as principal and by a good and sufficient corporate surety company. Such bond shall provide that the principal will remedy any and all damages to the streets, curbs, gutters, water lines, fire,

hydrants and other public property, occasioned in any manner by the principal, his agents, employees, servants and contractors, and that applicant will reimburse the city for any expenditures made by the city. Such bonds shall inure to the benefit city; shall be in a form acceptable to the city attorney; and shall be in the amount of one hundred thousand dollars ($100,000.00). The applicant shall not be required to post additional bond if he has in effect and on file with the city secretary an approved bond, filed in connection with some other application for the same applicant, in the amount of one hundred thousand dollars ($100,000.00) as required by this section. Each bond shall be for a term of ten (10) years and shall be kept in effect by renewal on or before any expiration date unless the applicant is sooner released.

By the term "good and sufficient corporate surety company" is meant a surety company licensed to do business in the state and whose name appears on the current list of accepted surety on federal bonds published by the U. S. Treasury Department. Whenever in this article a bond is mentioned, such bond, to be acceptable, must have a good and sufficient corporate surety company as surety.

(3) Release of bond. The permittee may have the bond released by the superintendent:

(a) When the permittee ceases operations completes plugging of all wells for which permits are in effect removes all equipment and machinery, and files a written request for release of the bond with the superintendent.

(b) When permittee assigns, transfers, or conveys his interest to another and the assignee, transferee, or recipient files a good and sufficient bond in accordance with the terms of this section.

Section 24.73.11 DEED RESTRICTIONS AND SURFACE RIGHTS

(1) Deed restriction provisions. Nothing contained in this section shall be construed as authorizing the drilling of any well where legally enforceable deed restrictions or covenants prohibit the drilling of such well.

(2) Surface rights. Neither this section nor any permit issued hereunder shall be interpreted as granting any right or license to the permittee to enter upon or use any land; nor shall it limit or prevent the owner of such land to contract for any payment of any kind for damages or for rights or privileges with respect to surface rights

Section 24.73.12 ANNUAL INSPECTION FEE

There is hereby levied an annual per well inspection fee of one hundred fifty dollars ($150.00) which shall be due and payable during the month of January of each calendar year, and a failure to pay such fee shall be cause for revocation of any permit issued under this section. The superintendent will prepare an annual well inspection report which is to be made available to the operators prior to January first of each year. In the event an intent to plug and abandon a well has been filed with the superintendent prior to January thirty-first, but which abandonment may not have been completed by January thirty-first, payment of such one hundred fifty dollar ($150.00) fee for that well shall be excused provided such well is finally plugged and abandoned in accordance with this article prior to March first of that same year. A new well on which drilling operations are in progress on the thirty-first day of January shall be exempt from the one hundred fifty dollars ($150.00) fee for the remainder of that calendar year.

Section 24.73.13 OPERATIONAL STANDARDS

(1) In General. The operator is responsible for compliance with this section during all operations at the well. Any violation of any valid law or of any valid rule, regulation or requirement of any state or federal regulatory body having jurisdiction with reference to drilling, completing, equipping, operating, producing, maintaining, or abandoning oil or gas wells or related appurtenances, equipment or facilities, or with

reference to firewall, fire protection, blow out protection or safety of persons or property shall be a violation of this section.

(2) Well head setbacks.

(a) No well shall be drilled or re-entered for deepening or conversion, the surface location of which is:

(i) within less than the height of the drilling rig plus twenty-five (25) feet from any street, alley or utility easement, unless the operator obtains a variance to be approved by the council.

(ii) within less than four hundred (400) feet from any residence or other permanent structure intended for human occupancy, unless the operator obtains a variance from council for which the operator provides notarized affidavits from all affected property owners within four hundred (400) feet of the proposed well stating consent to the proposed drilling or re-entry activity for deepening or conversion.

(iii) within less than four hundred (400) feet from any exterior boundary line or six hundred (600) feet from any building or land used by any public or parochial school, college, university, or hospital, or which is occupied by a church or a public building, unless the operator obtains a variance from council for which the operator provides notarized affidavits from all affected property owners within six hundred (600) feet from the proposed well stating consent to the proposed drilling or re-entry activity for deepening or conversion.

(iv) within less than four hundred (400) feet from the exterior boundary line of lands utilized for cemeteries or public parks, unless the operator obtains a variance from council.

(b) No well shall be re-entered for reworking which does not involve deepening or conversion or for plugging and abandonment, the surface location of which is:

(i) within less than two hundred (200) feet from any residence or other permanent structure intended for human occupancy, unless the operator obtains a variance from council for which the operator provides notarized affidavits from all affected property owners within two hundred (200) feet of the proposed well stating consent to the proposed re-entry activity for reworking which does not involve deepening or conversion.

(3) Development setbacks. Development setbacks shall be pursuant to the provisions in Section 24.77.2 (12).

(4) Mud requirements. Drilling mud shall be environmentally safe water-based fluid. No excess mud shall be allowed to accumulate on the site, and residues shall be removed following the completion of drilling operations. All post-drilling shavings shall be hauled out upon completion.

(5) No well may be operated within the corporate limits where the hydrogen sulfide concentration exceeds the minimum standards authorized under Rule 36 of the statewide conservation rules.

(6) Transport lines. Markers shall be installed to identify the location of collection and transport lines to prevent accidental rupture.

(7) Pits. The use of earthen pits for reserve mud or waste material such as drilling mud, contaminated mud, drill stem test returns and the like shall not be permitted. However, earthen pits may be used for storage of fresh water and for drill cuttings only. A sump pit may be constructed and used to collect and temporarily hold runoffs from the rig. Upon completion of any well, any earthen pit and sump pits shall be emptied of contaminated materials, allowed to dry and filled with dirt and smooth leveled with the grade of the drilling block, and reseeded with native grass for erosion control.

(8) Derricks and rigs. No operator shall use or operate any wooden derrick in connection with the drilling or reworking of any well, or permit any drilling rig or derrick to remain on the premises or drilling site for a period longer than sixty (60) days after completion or abandonment of any well. All engines shall be equipped with effective mufflers.

(9) Drilling fluid. The bore hole of any well, while being drilled or reworked, shall at all times contain drilling fluid of sufficient density which a reasonably prudent operator in the area would use to keep the well under control.

(10) Blowout preventer. Two (2) dually controlled, hydraulically activated ram-type blowout preventers with a manually operated lock with working pressure rating equal to the maximum anticipated wellhead pressure, but at least equal to the minimum internal yield pressure rating of the casing to which it is connected, shall be used for all drilling or completion operations involving the use of drill pipe or tubing after the surface casing has been set. For wells drilled to depths below protection casing an annular (Hydril) type blowout preventer shall be used in addition to the two (2) dually controlled blowout preventers specified. The mechanical operation of the blowout preventers shall be checked a minimum of every twenty-four (24) hours, recorded in a signed and dated log, and pressure tested prior to installation on each casing string at least once a week thereafter during the drilling and completing point. A choke manifold having the same working pressure rating as the preventers will be installed below the blowout preventer stack. In addition, the drilling rig, as part of its inventory, will have "inside blowout preventers" for each size and thread of tubing or drill pipe to be used in the drilling of such test well and any other type of safety equipment commonly used in the industry that may be requested by the superintendent. It is required that, upon obtaining a depth of three hundred (300) feet, a conductor lining or pipe be set and cemented to the bore hole throughout to the surface with attachment of adequate diverter or blowout preventers and testing thereof prior to drilling further.

(11) Surface casing. All operators commencing drilling operations on a new well shall be required to set and cement a sufficient amount of surface casing to properly protect all fresh water sands in accordance with the requirements of the Texas Natural Resources Conservation Commission, the Texas Department of Health, and any other governmental agency having jurisdiction. The length of surface casing shall in no case be less than fifteen hundredths (0.15) of the length of the next string of pipe proposed to be set. The surface casing shall be new or used casing, inspected and pressure tested to have a minimum internal yield value, as defined by the API formula, of at least the product of one (1.0) pound per square inch times the total depth of which the surface casing is set and shall be cemented by the pump and plug method. A volume of cement shall be used which, according to accepted engineering procedures, is
calculated to fill the annular space between the surface casing and well bore to the surface of the ground, the cement will be circulated with the pump until the returns of cement are observed at the surface of the ground, and the cement shall be allowed to stand for a period sufficient to develop one thousand (1,000) PSI compressive strength before the plug is drilled. If cement does not circulate to the surface, then in such event, a temperature survey shall be conducted to determine the depth reached by the cement, and at such time such remedial procedures shall be followed as directed by the superintendent. As to wells above four thousand (4,000) feet, the superintendent shall have the authority to grant exception to the surface casing requirements.

(12) Setting and cementing casing. No well shall be drilled within the city limits without properly setting a conductor string of casing to a minimum depth of three hundred (300) feet below the surface of the ground. No wells shall be drilled without first cementing the casing string by the pump and plug method with a sufficient cement to completely fill all of the annular space behind such string to the surface of the ground. The same method shall be used for the cementing of the surface casing string to the sides of the hole. The production and/or protection string shall be cemented by the pump and plug method with sufficient cement to completely fill all of the annular space behind the production string to at least one hundred (100) feet above the highest oil and/or gas bearing horizons.

(13) Production and protection casing. The producing or protection strings shall meet API specifications. Cementing shall be by the pump and plug method, and a volume of cement which is according to accepted engineering calculations, sufficient to fill the annular space between the casing and the well

bore to a point at least one thousand (1,000) feet above the shoe, or the highest producing zone, whichever is the shallower depth. Cement shall be allowed to stand for a period sufficient to develop two thousand (2,000) PSI compressive strength before drilling the plug.

(14) Drill stem tests. Open hole drill stem tests may be conducted only if the well effluent produced during the test is produced through an adequate oil and gas separator to storage vessels, the gas placed into a temporary line to flow into the air at a place approved by the superintendent, and the effluent remaining in the drill pipe at the time the tool is closed is flushed to the surface by circulating drilling fluid down the annulus and up the drill pipe. The superintendent shall shut down operations if, in the opinion of the superintendent, gas is being flared by the operator which is excessive or dangerous.

(15) Formation pressures. No well shall be completed or operated in a zone which is reasonably anticipated to produce shut in pressures in excess of the working pressure rating of the standard API wellhead equipment on the well.

(16) Wellheads. All wells shall be equipped with casingheads, tubingheads, and wellhead connections which conform to API standards. The casingheads used on such wells shall have working pressure ratings of not less than the highest pressure encountered in the area. All Christmas trees to be used by the operator in the city limits shall be tested to the related pressure after the same is installed, and a copy of such testings shall be furnished to the superintendent. The superintendent shall approve tubingheads and wellhead connections to be used on such wells which shall have working pressure ratings in excess of the well's shut in surface pressure. All such wells having a surface shut in pressure of three thousand (3,000) pounds per square inch or less shall be equipped with at least one master valve and one wing valve. All wells having surface shut in pressures in excess of three thousand (3,000) pounds per square inch shall be equipped with at least two (2) master valves and one wing valve, and no such well shall have threaded connections between the surface safety valve and the Christmas tree.

(17) Multiple completions. Multiple completions may be permitted by the superintendent when the casing, tubing and wellhead equipment is adequate, and the well is properly equipped with special packers for such purpose, together with all equipment customarily required for multiple completions. Except as provided in this section, multiple completion shall not be permitted.

(18) Surface safety valves. A high-low surface safety valve shall be installed on all wells with a surface shut in pressure in excess of one thousand five hundred (1,500) pounds per square inch. In addition, a cutoff safety valve will be installed downstream from the wellhead equipment, or as directed by the superintendent.

(19) Daily reports. Daily drilling reports shall be furnished by the operator to the superintendent. The superintendent or his agent will make periodic inspections, of all wells in the process of being drilled or completed to ascertain that all provisions of this article are being observed. Prior to the running of casing, cementing operations, installation of production equipment or perforation operations, the operator shall notify the office of the superintendent in sufficient time so that the superintendent may be present.

Section 24.73.14 FINAL REPORT

Within thirty (30) days after completion of any well, the operator shall file in the office of the superintendent a final report including the casing program actually utilized in the well, all cementing affidavits, all tests, a description of equipment and all necessary reports required by all governmental regulatory bodies or agencies having jurisdiction. In addition, such final reports shall specify any changes in well location, depth, and any other variation from the terms of the application. The final report shall specify the perforated interval and include information pertaining to other sands, if any. The superintendent may request from the operator that he furnish to the superintendent copies of all logs run on such well. If such request is made by the city council and such well is not a tite well, the operator shall furnish copies of such logs to the superintendent and if it is a tite well, he shall furnish them six (6) months after the completion of such well.

Section 24.73.15 OPERATIONS MANAGEMENT

(1) Well control. In the event of the loss of control of any well, the operator shall immediately take all reasonable steps to regain control of such well, regardless of any other provisions of this article and shall notify the superintendent by telephone and in writing as soon as practicable after receipt of notice of the occurrence of such loss of well control endangering persons or property.

If and when the superintendent certifies in writing to the city secretary that in his opinion,

(a) danger to persons or property exists because of such loss of well control, briefly describing the same, and

(b) the operator is not taking, or is unable to take, reasonable necessary steps to regain control of such well;

The operator shall employ any well control expert or experts or other contractors or suppliers of special services, necessary to regain control of such well.

(2) Relief wells.

(a) Drilling of a relief well may be commenced without first securing a permit if such action is deemed necessary in the good faith opinion of the operator. The operator shall make all reasonable efforts to notify the superintendent by telephone as soon as feasible, but failure to make such notification shall not be deemed a violation of this article. Within twenty-four (24) hours thereafter, the operator drilling the same shall notify the superintendent that such operations have been commenced, stating fully the reasons therefore, and shall within five (5) days after commencement of operations make application to the superintendent for a special permit to drill such well as a "relief well."

(b) No filing fee is required for a "relief well" permit, but the operator drilling such relief well shall furnish the superintendent any information with respect to such relief well as may be requested from time to time by the council or the superintendent. No such well drilled as a relief well under the provisions of this section shall be completed as a producing well unless a permit therefore shall have been issued in the same manner as is required for the drilling of any other well. A "relief well" permit will be for a six (6) months' period only, and any relief well not completed as a producing well shall be plugged and abandoned within six (6) months after commencement of drilling operations, unless an extension is granted by the city council.

(3) Pipelines. Before any excavation or construction work is commenced on any pipeline to move oil, gas, water or other product to or from any well site, on, over, under, along or across any city street, sidewalk, alley or other city property, a franchise shall first be obtained from the city council. All pipelines shall be laid only in accordance with the provisions of such franchise, this code, the city charter and other ordinances of the city. Before a franchise is obtained from the city council, the parties requesting such franchise shall present information to the city pertaining to the safety equipment to be used in the pipeline, the type of pipe to be used, and how the same compares to state and federal regulations for similar type pipelines to be operated within a city. All permanent pipelines, shall meet A.S.A. 331.8 specification or better. Any operator constructing a pipeline shall furnish the superintendent a centerline description plat showing the proposed and as-built location and size of such pipeline. No operator shall interfere with or damage any existing storm sewer, drainage facility, water line, sewer line or gas line, or facility of a public utility located on, under or across the course of any such pipeline. Temporary lines may be laid under revocable easements.

(4) Storage facilities. Steel storage tanks shall be used for the storage of liquid hydrocarbons and shall be constructed, installed and maintained in a good and workmanlike manner. All such steel tanks shall meet the minimum quality and design standards of API 12B standard bolted steel tanks or API 12D standard welded steel tanks including recommended pressure and vacuum relief valves. All such tanks

shall be equipped with a vent line and at the point where gas is vented to the atmosphere from such vent line a flame arrester shall be installed. Each tank or tank battery shall be surrounded by an earthen fire wall located at such a distance from the tanks and of sufficient height to hold and retain at least one and one-half (1 1/2) times the maximum capacity of such storage facilities. An operator may use, construct and operate steel conventional separators and such other appurtenances as are reasonably necessary for treating oil, condensate, or gas at each tank battery location. Such facilities shall be constructed and maintained so as to meet or exceed API standards. All pressure vessels shall be equipped with both a regulation pressure relief safety valve and a bursting head.

(5) Fired vessels. No fired vessel or open flame shall be located nearer than one hundred and fifty (150) feet from any well or storage tank.

(6) Fences. Within sixty (60) days of completion of drilling, redrilling, reworking or converting, or activation of an idle well, drill sites are to be secured from unauthorized entry by appropriate means which may include gate guards or a cyclone fence of heavy gauge. The entry gates shall be of galvanized steel, and shall be kept locked. All wells and production facilities shall be adequately protected by a cyclone type fence of heavy gauge wire, at least seven (7) feet tall with an eighteen (18) inch or longer barbed wire apron around the top, with the fence and apron extended over entry gates. The entry gates shall be galvanized steel and cyclone-type mesh, and shall be kept locked to prevent unauthorized entry. Flashing red warning lights shall be installed as requested by the superintendent on the tank battery sites. Safety precautions normally taken by reasonably prudent operators shall be observed. The final design of the fence around the wells and production facilities shall be approved by the superintendent.

(7) Pumping unit prime movers. Only electric prime movers shall be permitted for the purpose of pumping wells.

(8) Vented gas. No operator shall allow gas to escape or be vented into the air except for bleed gas normally vented from standard gas flow controls and normal stock tank vapors. All gas burned shall be burned in a manner which does not create or constitute a fire hazard and the location of the torch, pipe or other burning device, the construction thereof, the maintenance thereof, and the operation thereof shall at all times be in full compliance with such regulations as may be from time to time issued by the city.

(9) Salt water and waste water disposal. All salt water produced from any oil or gas well shall be disposed of in accord with the requirements of the Texas Railroad Commission. No person shall permit any crude oil, gas or other flammable petroleum product to spill over, overflow, leak, drain out, escape or accumulate in any sewer or about the premises, or on any surface, or in any open surface ditch or any other exposed surface conduit, or handle any hydrocarbon in any manner or amount which creates a potential fire hazard, or permit any condition which may pollute any surface or subsurface water or damage any publicly owned land.

(10) Production equipment. The operator shall maintain all production equipment in good condition.

(11) Premises to be kept clean. All surface areas utilized by an operator for production facilities shall be kept clear of dry grass, weeds and combustible trash or other rubbish or debris that would, if allowed to accumulate, result in a fire hazard. In the event the operator does not keep the premises clean, the superintendent may have it contracted and the payment of such work performed shall constitute a valid lien against the property.

(12) Signs.

Printed signs with at least two (2) inch letters reading

"DANGER, NO SMOKING OR OPEN FLAMES ALLOWED," or similar words, and in Spanish

"PELIGRO, NO FUMAR, MATERIAL COMBUSTIBLE," or similar words,

shall be posted in conspicuous places on each well, storage tank or battery of tanks. The signs shall include well name, drilling block number, R.R.C. identification number, twenty-four hour emergency telephone number, and notification telephone number of the Laredo Fire Department. Well and lease designations required by the Railroad Commission or any other governmental authority having jurisdiction shall also be displayed.

(13) Blocking of streets and alleys. No street or alley shall be blocked or obstructed by any drilling or producing operations unless prior consent is obtained from the city, except in connection with emergency operations being conducted under or pursuant to sections 22-81 and 22-82.

Section 24.73.16 WELLS TO BE ABANDONED

(1) All wells within the city limits which are not producing oil or gas on a regular basis will, be plugged and abandoned, except as follows:

(a) Wells in use as water supply wells in compliance with rules and regulations of the Texas Natural Resources Conservation Commission and the Texas Department of Health.

(b) Wells in use as salt water or waste disposal wells operating under a valid permit

(c) Wells used as injection or observation wells in secondary recovery, pressure maintenance or other improved recovery operations where such operations are conducted under a valid permit from the Railroad Commission.

(d) Wells capable of producing oil or gas on a regular basis which are shut in.

(e) Any well on which drilling, reworking, recompletion, or well servicing operations are in progress and continued with no cessation of more than ninety (90) consecutive days.

(2) Whenever any well is abandoned, it shall be the obligation of the operator to plug such well in accordance with the rules of the Railroad Commission and this section. The operator shall submit to the superintendent's office twenty-four (24) hours in advance of the plugging operation an application for a permit which shall include a notice of intent of plug and abandon a description of the abandonment program and the filing fee. Whenever a drilling or reworking operation has just been completed on a well and the operator desires to plug and abandon such well, the twenty-four (24) hour notice shall be reduced to no less than a two (2) hour notice. The abandonment operations shall be conducted in such a manner to prevent well fluids from reaching the surface or contaminating subsurface fresh water zones.

(3) Where enough of the producing or protective casing, has been removed from the well to expose the shoe of the surface casing, then a two hundred-foot cement plug shall be placed opposite the shoe of the surface casing to extend at least one hundred (100) feet downward and a similar one hundred (100) feet upwards from the shoe of the surface casing. Sufficient time shall be allowed for this cement to harden enough so that it will sustain the weight of drill pipe or tubing to this depth. The operator shall feel for the top of the plug to determine that the top is at least one hundred (100) feet above the shoe of the surface casing and is of sufficient hardness to hold the weight of the drill pipe or tubing to this depth. If a mechanical bridge plug or cement retainer is used in the middle of the cement plug, it will not be required to feel for the top of the plug. In the event the top of the plug is not one hundred (100) feet upwards from the shoe, then a second cement application will be required and tested as above. After the plug at the shoe has been successfully completed, then a minimum fifty (50) foot cement plug shall be set at the surface, after which the casing shall be cut off a minimum of five (5) feet below the surface of the ground and a one-half-inch steel plate welded over the top. The location shall then be backfilled and leveled.

(4) Where the protective or producing string of casing to be left in the well extends upwards from the shoe of the surface casing so as to prevent the above described method of abandonment, then the

following procedure will be used. A packer or cast iron cement retainer shall be set in the surface casing fifty (50) feet above the top of any other casing within the surface casing and sufficient cement shall then be squeezed below the packer or retainer to theoretically extend to one hundred (100) feet below the shoe of the surface casing and fill that portion up to the packer or retainer with the cement. The packer or retainer will be left in the well. If cement cannot be pumped into the annulus, the well shall be cemented in accordance with R.R.C. rules.

(5) When casing is to be shot or cut off and pulled, a blowout preventer equipped to completely blank off the well bore and close off around the casing to be pulled shall be installed and tested prior to shooting or cutting off the casing.

(6) In all cases prior to cutting any casing, the annulus between the casing to be recovered and the surface string of casing will be tested to determine whether this annulus is dead or pressured. In the event it is pressured then no casing will be recovered until this pressure is released to zero and the annulus filled with mud laden fluid of sufficient density to maintain zero surface pressure.

(7) The well shall have a safety valve installed on the top of the casing string before any casing is shot or cut off. This safety valve shall not be removed until the first joint of casing has been pulled and shall then be kept immediately at hand so that it may be, if needed, reinstalled.

(8) The well shall be completely filled at all times with mud laden fluid of sufficient density to prevent the entrance of formation fluids which would jeopardize well control during all casing and tubing operations. Periodic checks will be made of the mud fluid during displacing operations.

(9) The operator shall have a responsible representative at the well during the setting and tagging of cement plugs and during the casing pulling operations, to insure that the procedures outlined in the "Notice of Intent to Plug and Abandon" filed with the Railroad Commission are complied with and to insure that other provisions of this article are complied with.

(10) The superintendent shall inspect all abandoned and plugged wells for compliance with these requirements. No operator's bond shall be released unless the superintendent has issued a certificate of inspection.

Section 24.73.17 ACCEPTANCE OF PERMIT

By acceptance of any permit authorized and issued pursuant to this section, any operator or permittee expressly stipulates and agrees to be bound by this section and to comply herewith and that by reference, the terms of this section shall be deemed to be incorporated in any permit issued pursuant to this section with the same force and effect as if this section was set forth verbatim in such permit.

ORDINANCE NO. 2022-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A SPECIAL USE PERMIT FOR OIL AND/OR GAS EXTRACTION AND PRODUCTION, (PLUG/ABANDONMENT) ON APPROXIMATELY 0.53 ACRES OF LAND, SITUATED IN PORCION 35, ABSTRACT 546, JOSE M. DIAS ORIGINAL GRANTEE SAME BEING OUT OF A 358.54 ACRE TRACT RECORDED IN VOLUME 3801, PAGES 143-147, WEBB COUNTY OFFICIAL PUBLIC RECORDS, KNOWN AS WATSON #1, LOCATED SOUTH OF ALEGRIA STREET AND WEST OF TEXAS DRIVE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Special Use Permit for Oil and/or Gas Extraction and Production, plug/abandonment) on approximately 0.53 acres of land, situated in Porcion 35, Abstract 546, Jose M. Dias Original Grantee same being out of a 358.54 acre tract recorded in Volume 3801, Pages 143-147, Webb County Official Public Records, known as Watson #1, located south of Alegria Street and west of Texas Drive; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on June 16, 2022; and,

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

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

WHEREAS, the City Council has held a public hearing on July 18, 2022, on the request and finds the Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, all conditions imposed by the Special Use Permit, and all pertinent requirements the Laredo Land Development Code shall be met before the activity sanctioned by the Special Use Permit may commence; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing a Special Use Permit for Oil and/or Gas Extraction and Production, plug/abandonment) on approximately 0.53 acres of land, situated in Porcion 35, Abstract 546, Jose M. Dias Original Grantee same being out of a 358.54 acre tract recorded in Volume 3801, Pages 143-147, Webb County Official Public Records, known as Watson #1, located south of Alegria Street and west of Texas Drive.

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

1. The Special Use Permit is issued to Columbus Energy, LLC. and is non-transferable.
2. The Special Use Permit is restricted to the site plan, Exhibit "A", which is made part hereof for all purposes.
3. The Special Use Permit must abide by statements in letter, Exhibit B, which is made part hereof for all purposes.
4. The Special Use Permit shall comply with all Fire Code requirements including the location and treatment of the premises.
5. The Special Use Permit shall comply with all rules and regulations of the Laredo Land Development Code Section 24-73: Oil and Gas Extraction & Production Specific Use Zoning Overlay District and Permit Requirements.
6. The Special Use Permit shall be subject to an annual inspection.
7. Lighting and operations to plug/abandon the Gas Unit (well) shall be screened to avoid adverse impact on adjacent residential neighborhoods.
8. All related operations to the plugging and abandonment of the existing well, shall be limited during the day to avoid adverse effect on the Residential neighborhood in the proximity of the area.

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

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

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

1. Enforcement and Revocation of Special Use Permit Revocation

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

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

separate special use permit for such enlargement, modification, structural alteration or change;

4. Violation of any provision of the site plan encompassing the property for which the special use permit was issue for, terms or conditions of a special use permit;
5. The special use permit was obtained by fraud or with deception.

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2022.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DAVID H. ARREDONDO
ASSISTANT CITY ATTORNEY

City Council-Regular

Meeting Date: 07/18/2022
Initiated By: Riazul Mia, Assistant City Manager
Initiated By: Expressway 1688 Realty, LLC, Owner; Laredo Surfing, LLC, Applicant; Rebecca Regalado, Representative

Staff Source: Orlando D. Navarro, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a Special Use Permit for a restaurant serving alcohol on Lot 17-A and Lot 19, Block 27, Calton Gardens Subdivision Number 1, located at 620 West Calton Road, Suite B (7,000 square feet).

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

ZC-062-2022
District V

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

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

Proposed use: Restaurant Serving Alcohol (Surfing Crab)

Site: The site is currently occupied by a commercial plaza to include the proposed location (Surfing Crab), Fred Loya Insurance, Dollar Jewelry Store, and other commercial uses.

Surrounding land uses: To the north of the site is vacant undeveloped land, car lot, and manufactured homes. To the east of the site is a commercial plaza that includes Metro by T-Mobile, Star Beauty Dance Supply, Advance America, Fiesta Auto Insurance & Tax Service, and ACE Cash Express, and other commercial uses, as well as San Francisco Avenue. To the south of the site is Calton Road, Smile Magic of Laredo, H-E-B, and HEB Fuel. To the west of the site is Yeary Avenue, Luby's restaurant, San Dario Avenue, and Interstate 35.

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

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

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

COMMITTEE RECOMMENDATION

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

STAFF RECOMMENDATION

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

Staff **supports** the proposed Special Use Permit at this location for the following reasons:

1. The proposed use in conformance with the Comprehensive Plan's Neighborhood Mixed Use (All Except M-1, M-2, B-4, AH, AN, FH, OG, FiH), which allows for B-3 zoning districts.
2. The site meets the minimum distance requirement of 300 feet between the proposed use and the nearest residential district use park, school, or church as per the Laredo Land Development Code Section 24.65.15. The distance to the nearest residential use is about 625.03 feet.

39

3. Although the proposed use does not meet the required parking as per the Laredo Land Development Code Section 27.78.3, the plaza does provide 137 parking spaces and the parking is therefore not anticipated to spill over into the surrounding area.

If approved, Staff suggests the following conditions:

1. The Special Use Permit is issued to Laredo Surfing, LLC - Dong Chen.
2. The Special Use Permit is restricted to the site plan, "Exhibit A", which is made part hereof for all purposes.
3. The hours of operation shall be limited to, from Sunday to Thursday, 11:00 a.m. to 10:00 p.m. and Friday to Saturday, 11:00 a.m. to 10:30 p.m.
4. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
5. Landscaping shall be provided in accordance with the City of Laredo Land Development Code. The owner shall provide an opaque fence or wall of not less than 7 (seven) feet in height along any side or rear property lines which abut or adjoin property containing a residential use or residential zoning district. Apartment complexes, residential condominiums or residential townhomes shall be similarly screened irrespective of which zoning district they occur in.
6. Establishments must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
7. Signage shall be consistent with the City's Sign Ordinance and TABC rule or regulation.
8. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
9. Outdoor music and speakers are prohibited. There shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
10. At all times the restaurant is open to the public for business, it shall continually maintain and serve food from its full-service men
11. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
12. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case o fire or other emergency, all exit accesses, exits or exit discharges.
13. The restaurant shall undergo an annual Fire Inspection.
14. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to: a. Food Manager License (annual), b. Food Handler's Permit (annual), c. Certificate of Occupancy with Occupant Load. Occupant Load being the approved capacity of a building or portion thereof.
15. Owner shall comply with, Building, Health, Safety, and all applicable codes and regulations as required.
16. The restaurant shall maintain and comply with the BLUE Gun Sign regulations as per TABC (not to exceed the required alcohol sales percentage).
17. The restaurant shall provide the City of Laredo, Planning Department with a copy of the current TABC License to include but no limited to any renewals or amendments as they occur.

Staff **supports** the application.

Is this change contrary to the established land use pattern?
No, the zone will not change.

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

Will change adversely influence living conditions in the neighborhood?
Possibly. The site is located in a heavy commercial area.

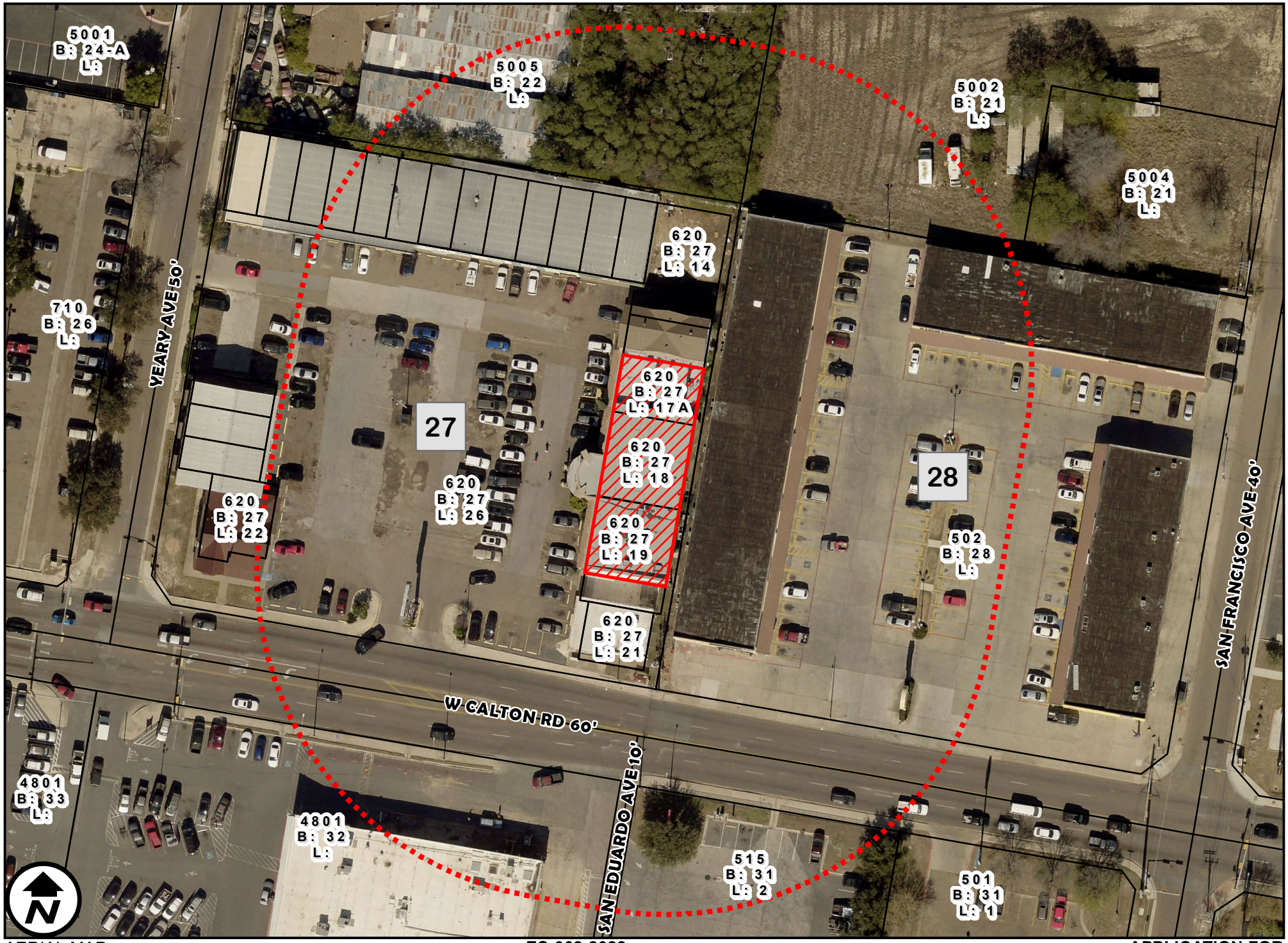
Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The underlying zone requires the SUP overlay to allow for a restaurant serving alcohol.

Fiscal Impact

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

Attachments

Maps
Narrative
Site Plan
Ordinance

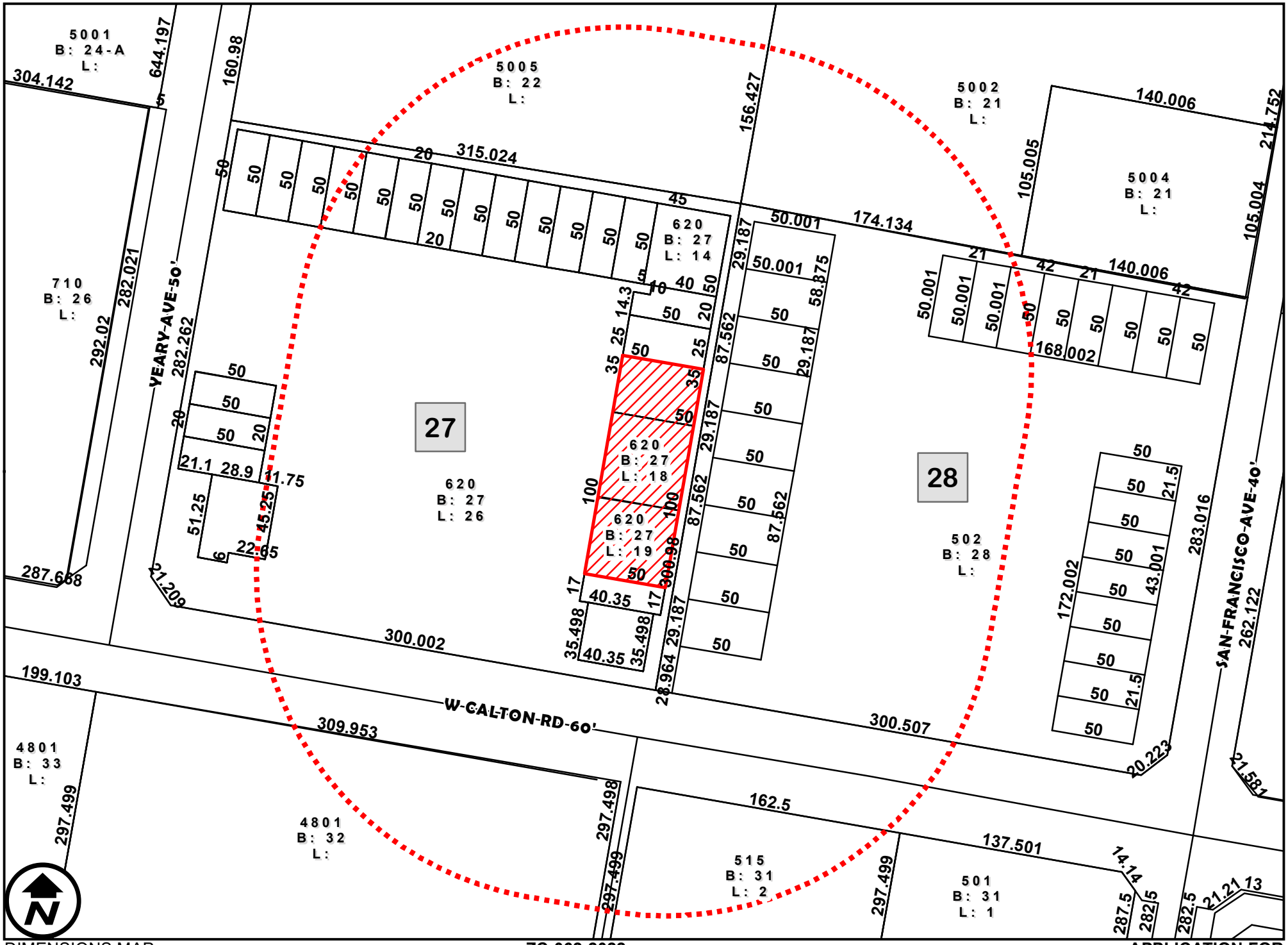


AERIAL MAP

1 inch = 75 feet

ZC-062-2022
COUNCIL DISTRICT 5
620 WEST CALTON ROAD, SUITE B.

APPLICATION FOR
S.U.P. FOR RESTAURANT SERVING ALCOHOL

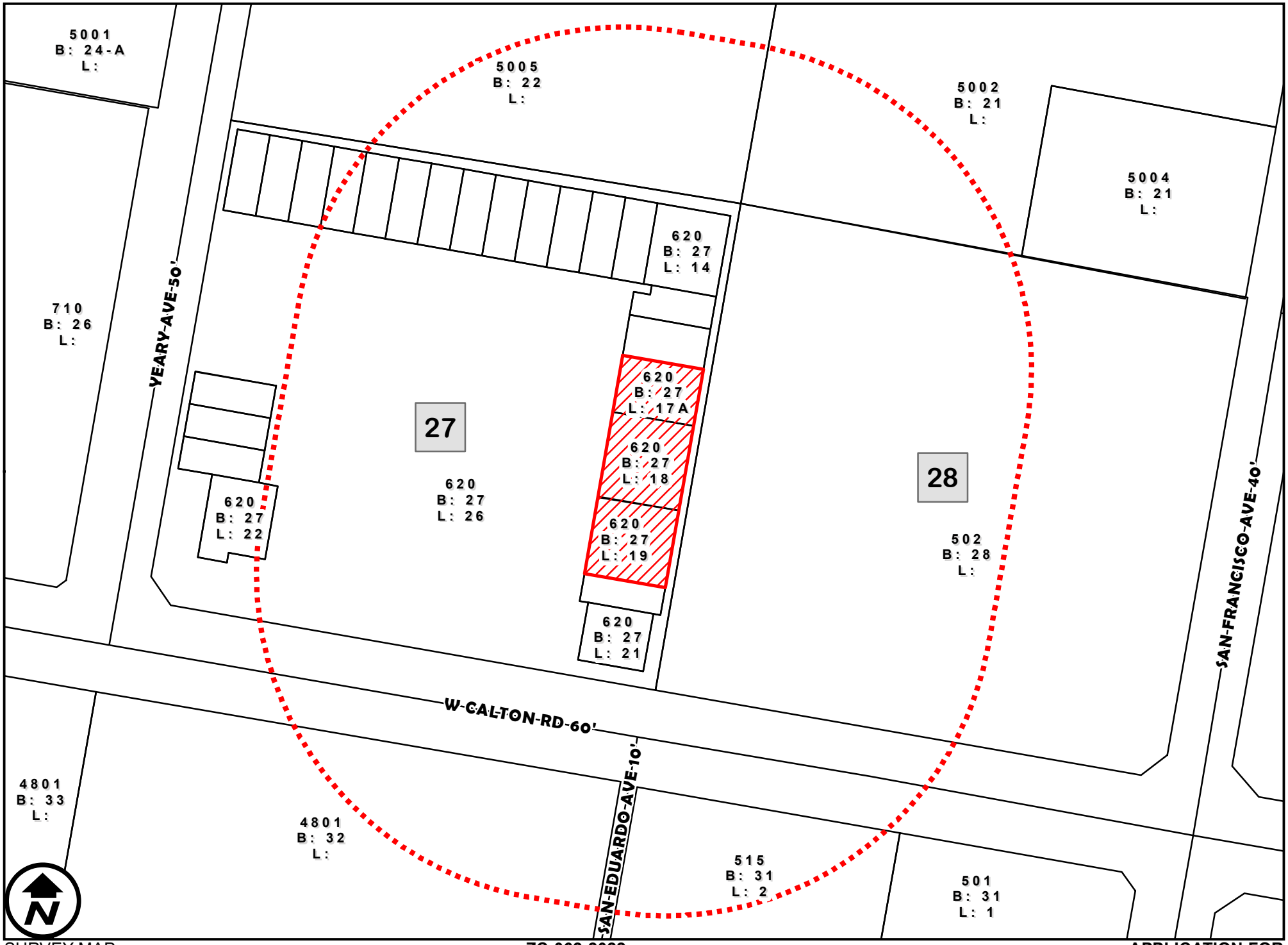


DIMENSIONS MAP

1 inch = 75 feet

ZC-062-2022
COUNCIL DISTRICT 5
620 WEST CALTON ROAD, SUITE B.

APPLICATION FOR
S.U.P. FOR RESTAURANT SERVING ALCOHOL

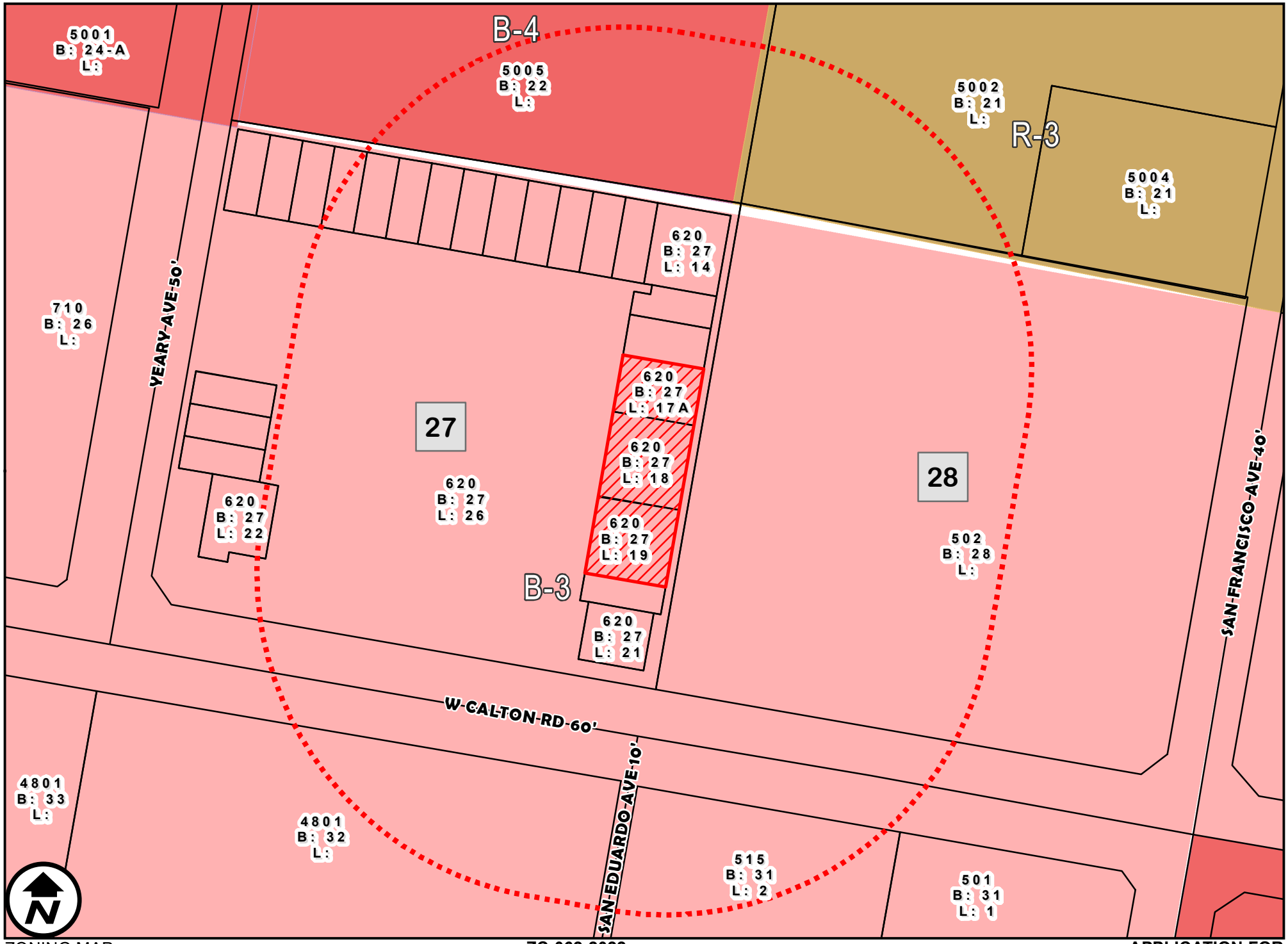


SURVEY MAP

1 inch = 75 feet

ZC-062-2022
COUNCIL DISTRICT 5
620 WEST CALTON ROAD, SUITE B.

APPLICATION FOR
S.U.P. FOR RESTAURANT SERVING ALCOHOL

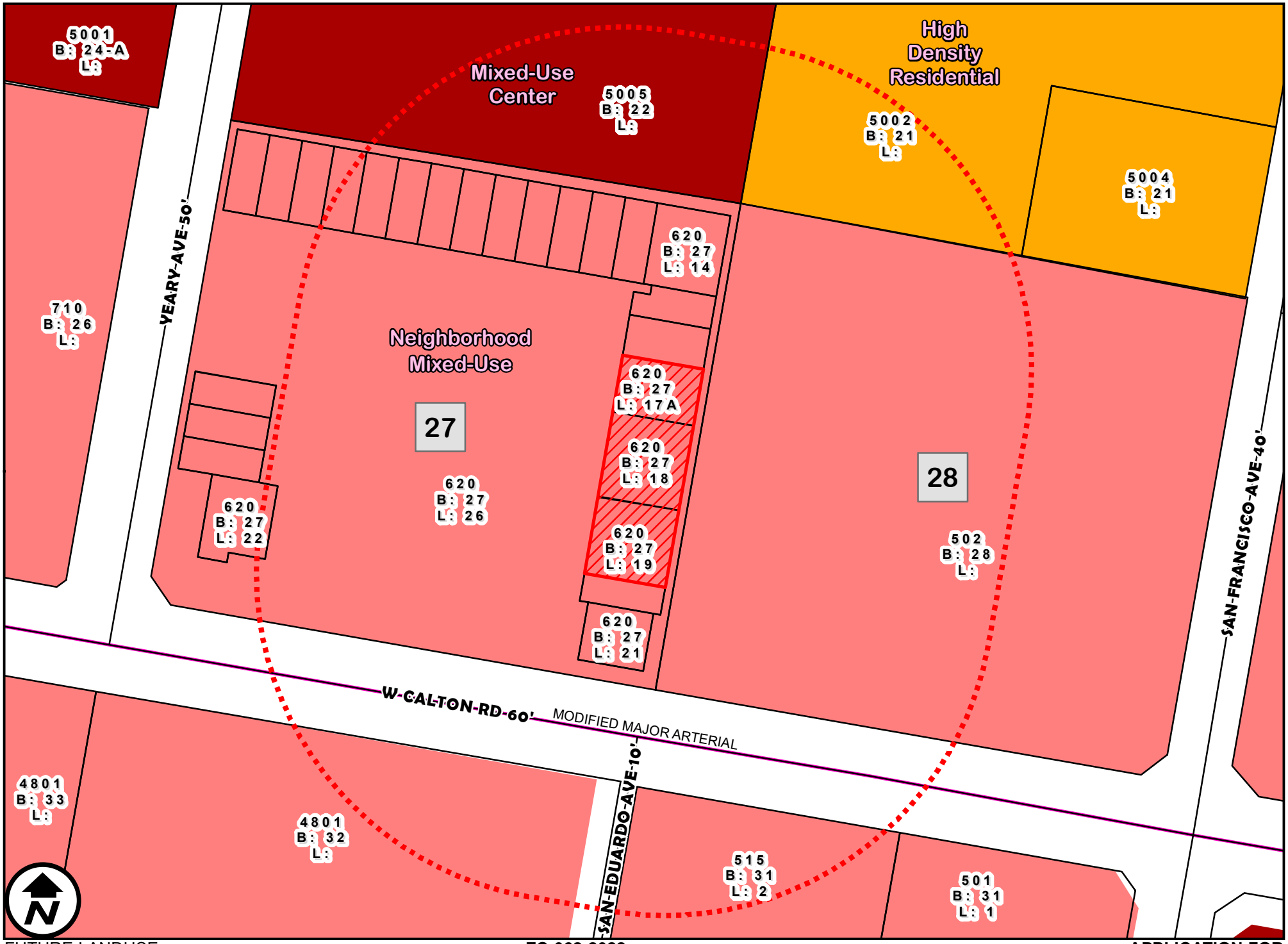


ZONING MAP

1 inch = 75 feet

ZC-062-2022
COUNCIL DISTRICT 5
620 WEST CALTON ROAD, SUITE B.

APPLICATION FOR
S.U.P. FOR RESTAURANT SERVING ALCOHOL

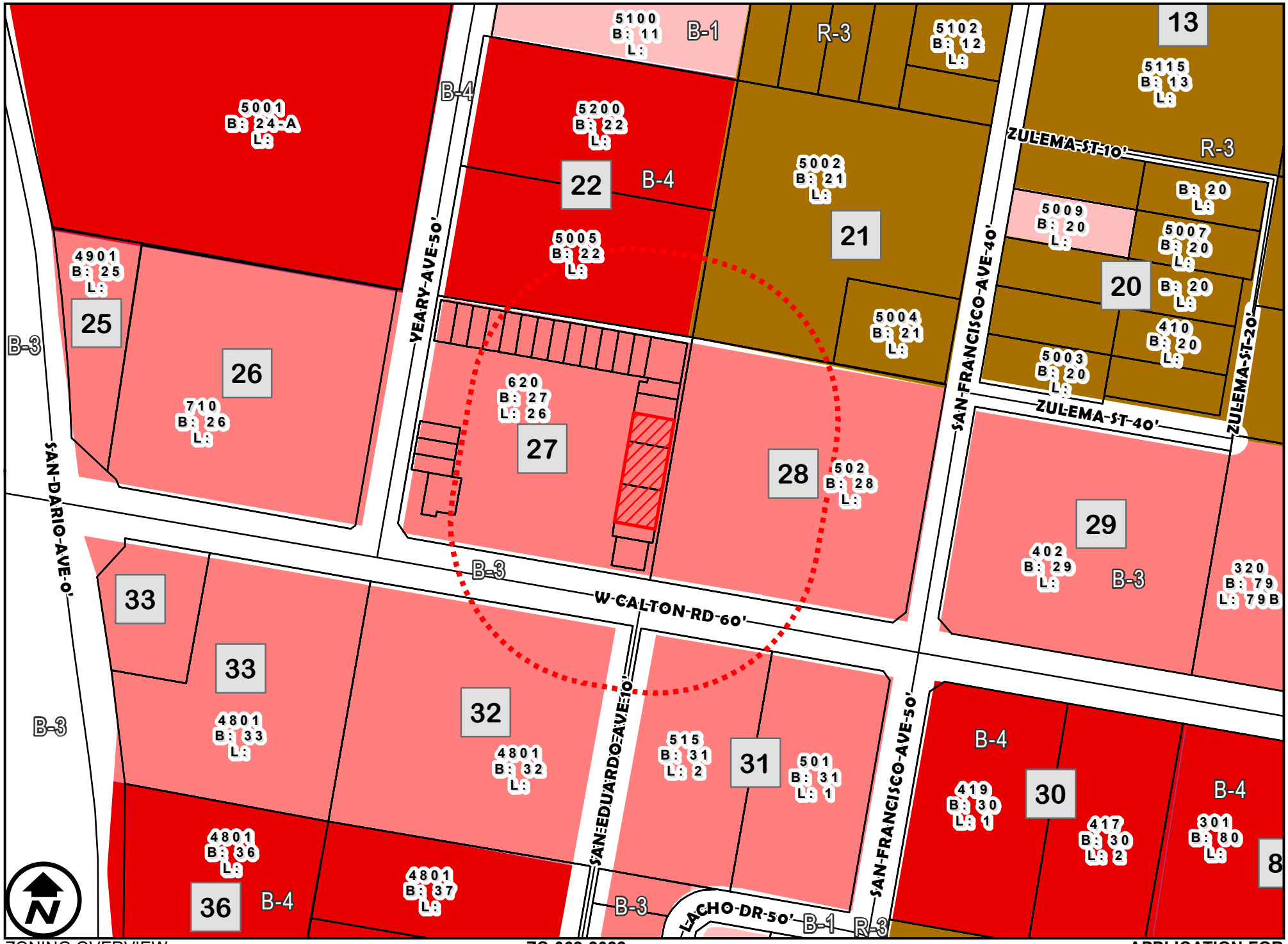


FUTURE LANDUSE

1 inch = 75 feet

ZC-062-2022
COUNCIL DISTRICT 5
620 WEST CALTON ROAD, SUITE B.

APPLICATION FOR
S.U.P. FOR RESTAURANT SERVING ALCOHOL

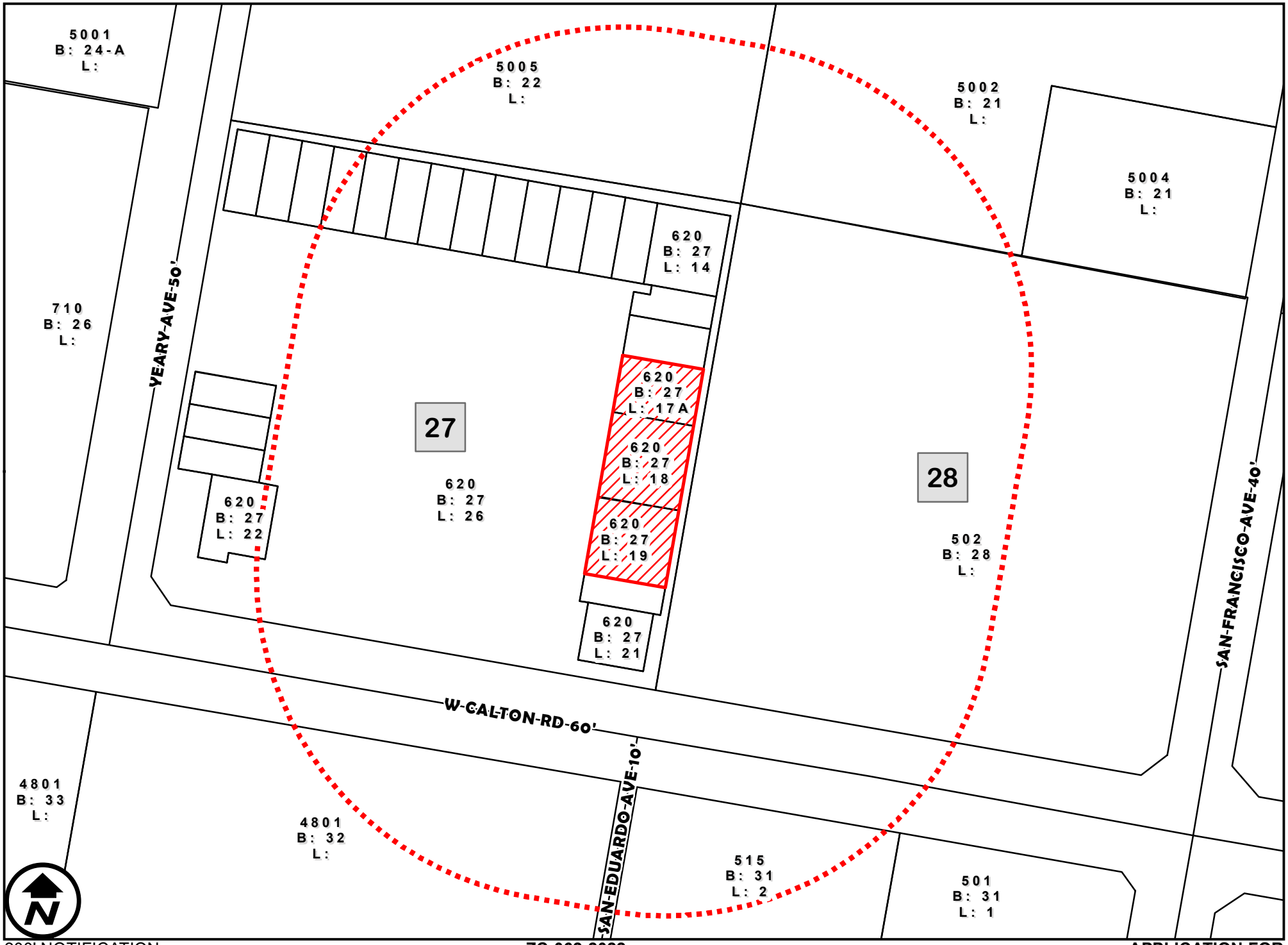


ZONING OVERVIEW

1 inch = 150 feet

ZC-062-2022
COUNCIL DISTRICT 5
620 WEST CALTON ROAD, SUITE B.

APPLICATION FOR
S.U.P. FOR RESTAURANT SERVING ALCOHOL



200' NOTIFICATION

1 inch = 75 feet

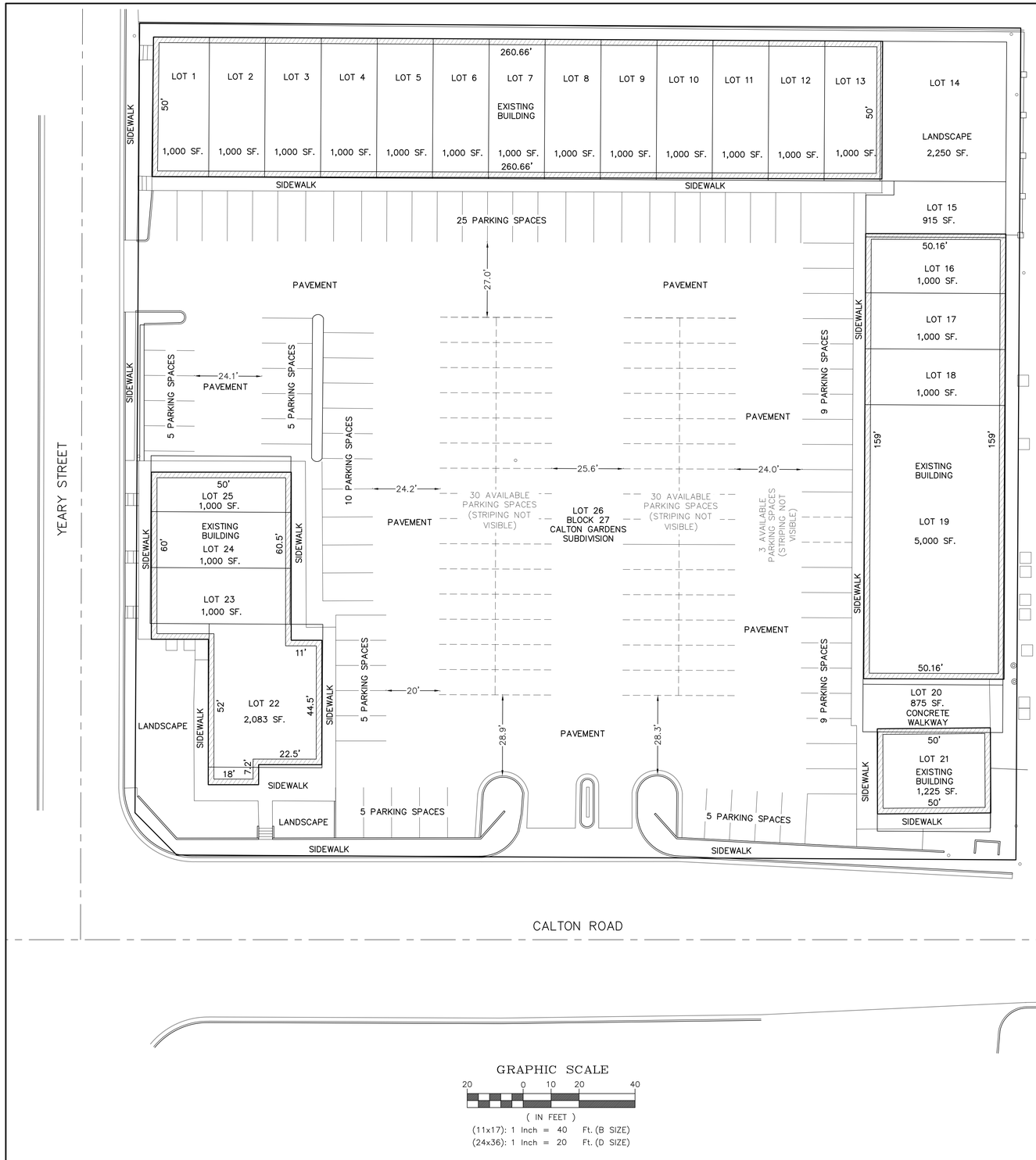
ZC-062-2022
COUNCIL DISTRICT 5
620 WEST CALTON ROAD, SUITE B.

APPLICATION FOR
S.U.P. FOR RESTAURANT SERVING ALCOHOL

Hours of operation are And will be
Sunday thru Thursday 11 AM to 10:00 pm.
We will have about Fri & Sat 11:00AM to 10:30
20 employees. We are a Full scale Restaurant
and our main business is and will be the sale
of food.

Hours of operation ARE And Will be
Sunday thru Thursday 11AM to 10:00pm
we will have about 20 employees
We are A Full size Restaurant and
our main Business is in the sale of Food

Exhibit A



LOT 1. SUN LOANS
616 W. CALTON, #1
M–TH 8:30AM–5:30PM
FRI 8:30AM–6PM
SAT 8:30AM–12:30PM
1,000 SQ. FT.
2ND FLOOR:
USED FOR STORAGE
1,000 SQ. FT.

LOT 2. & LOT 3. DOS LAREDOS TUXEDO
616 W. CALTON, #2
M–F 10AM–7PM
SAT 10AM–6PM
2,100 SQ. FT.
2ND FLOOR:
USED FOR STORAGE
2,100 SQ. FT.

LOT 4. BLUE RIBBON STAFFING
616 W. CALTON, #4A
M–F 8AM–5PM
1,000 SQ. FT.
2ND FLOOR:
USED FOR STORAGE
1,000 SQ. FT.

LOT 5. EXCEL FINANCE
616 W. CALTON, #7
M–F 9AM–6PM
SAT 9AM–1PM
1,000 SQ. FT.
2ND FLOOR:
USED FOR STORAGE
1,000 SQ. FT.

LOT 6. & LOT 7. KWIK COPY
616 W. CALTON, #8
M–F 9AM–6PM
2,100 SQ. FT.
2ND FLOOR:
USED FOR STORAGE
2,100 SQ. FT.

LOT 8. & LOT 9. SUNBELT CREDIT
616 W. CALTON, #9
M–F 8:30AM–5:30PM
2,100 SQ. FT.
2ND FLOOR:
USED FOR STORAGE
2,100 SQ. FT.

LOT 10. & LOT 11. BCM MEDICAL EQUIPMENT
616 W. CALTON, #10
M–F 9:30AM–12:30PM
1:30PM–5PM
2,100 SQ. FT.
2ND FLOOR:
USED FOR STORAGE
2,100 SQ. FT.

LOT 12. BARRI FINANCIAL GROUP
616 W. CALTON, #11
M–F 9AM–6PM
SAT 9AM–1PM
SUN CLOSED
1,100 SQ. FT.
2ND FLOOR:
USED FOR STORAGE
1,100 SQ. FT.

LOT 13. KNOCKOUT POWER
616 W. CALTON, #12
M–F 5PM–8PM
1,000 SQ. FT.
2ND FLOOR:
USED FOR STORAGE
1,000 SQ. FT.

LOT 14. & LOT 15. LANDSCAPE

LOT 16. ORIENTAL MASSAGE
620 W. CALTON, #1
M–F 9AM–5PM
1,000 SQ. FT.

2ND FLOOR:

DAVID'S ACADEMY
620 W. CALTON, #15
M–F 10AM–1PM
SAT 10AM–2PM
SUN CLOSED
1,500 SQ. FT.

LOT 17. SURFING CRAB

LOT 18. (PROPOSED LOCATION) & 620 W. CALTON

LOT 19. M–TH 11AM–10PM
F–SUN 11AM–10:30
7,000 SQ. FT.

LOT 20. CONCRETE WALKWAY

LOT 21. FRED LOYA INSURANCE
618 W. CALTON
M–F 9AM–6PM
SAT 9AM–2PM
1,200 SQ. FT.

LOT 22. DOLLAR JEWELRY HOUSE
602 W. CALTON, #4
M–SAT 10AM–8PM
SUN 11AM–6PM
2,774 SQ. FT.

2ND FLOOR:

MAG GROUP
602 W. CALTON, #4
M–F 9AM–5PM
2,774 SQ. FT.

LOT 23. CCD INC.
602 W. CALTON, #3
1,000 SQ. FT.
M–F 8AM–5PM

LOT 24. ATLAS CREDIT CO. INC.
604 W. CALTON, A&B
M–SAT 9AM–5:30PM
1,000 SQ. FT.

2ND FLOOR:

CHICS COSMETICS
604 W. CALTON, #B
APPOINTMENT ONLY
1,000 SQ. FT.

LOT 25. SHADES HAIR STUDIO
608 W. CALTON, #B
M–TU 1PM–9PM
W–SAT 10AM–7PM
1,000 SQ. FT.

2ND FLOOR:

JOEL HAIR STYLISTS
606 W. CALTON, #A
APPOINTMENT ONLY
1,000 SQ. FT.

GRAPHIC SCALE

20 0 10 20 40

(IN FEET)

(11x17): 1 Inch = 40 Ft. (B SIZE)

(24x36): 1 Inch = 20 Ft. (D SIZE)

SITE PLAN

620 CALTON RD.
LAREDO, TX 78041
B-3 ZONNING

ORDINANCE NO. 2022-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A SPECIAL USE PERMIT FOR A RESTAURANT SERVING ALCOHOL, ON LOT 17-A AND LOT 19, BLOCK 27, CALTON GARDENS SUBDIVISION NUMBER 1, LOCATED AT 620 WEST CALTON ROAD, SUITE B (7,000 SQUARE FEET); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Special Use Permit for Lot 17-A and Lot 19, Block 27, Calton Gardens Subdivision Number 1, located at 620 West Calton Road, Suite B (7,000 square feet); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on June 16, 2022; and,

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

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

WHEREAS, the City Council has held a public hearing on July 18, 2022, on the request and finds the Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing a Special Use Permit (SUP) for a Restaurant Serving Alcohol, located on Lot 17-A and Lot 19, Block 27, Calton Gardens Subdivision Number 1, located at 620 West Calton Road, Suite B (7,000 square feet); and

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

1. The Special Use Permit is issued to Laredo Surfing, LLC – Dong Chen.
2. The Special Use Permit is restricted to Suite B and limited to 7,000 square feet as per site plan "Exhibit A", which is made part hereof for all purposes.

3. The hours of operation shall be limited to, from Sunday to Thursday, 11:00 a.m. to 10:00 p.m. and Friday to Saturday, 11:00 a.m. to 10:30 p.m.
4. Lighting of property shall be screened to avoid adverse impact on adjacent residential neighborhoods.
5. Landscaping shall be provided in accordance with the City of Laredo Land Development Code. The owner shall provide an opaque fence or wall of not less than 7 (seven) feet in height along any side or rear property lines which abut or adjoin property containing a residential use or residential zoning district. Apartment complexes, residential condominiums or residential townhomes shall be similarly screened irrespective of which zoning district they occur in.
6. Establishments must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
7. Signage shall be consistent with the City's Sign Ordinance and TABC rule or regulation.
8. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
9. Outdoor music and speakers are prohibited. There shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
10. At all times the restaurant is open to the public for business, it shall continually maintain and serve food from its full-service menu.
11. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load.
12. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
13. The restaurant shall undergo an annual Fire Inspection.
14. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to: a. Food Manager License (annual), b. Food Handler's Permit (annual), c. Certificate of Occupancy with Occupant Load. Occupant Load being the approved capacity of a building or portion thereof.
15. Owner shall comply with, Building, Health, Safety, and all applicable codes and regulations as required.
16. The restaurant shall maintain and comply with the BLUE Gun Sign regulations as per TABC (not to exceed the required alcohol sales percentage).
17. The restaurant shall provide the City of Laredo, Planning Department with a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.

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

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

Section 5: The Special Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.93.12.12, entitled "Enforcement and Revocation of Special Use Permit Revocation," according to the criteria and procedures described therein and below:

1. Enforcement and Revocation of Special Use Permit Revocation

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

A. Circumstances that warrant revocation of an approved special use permit include, but shall not be limited to, any of the following:
    1. Any Violation of any of the conditions of the special use permit if not corrected to the satisfaction of the City within 90 days of the owner having received written notice of the violation and the means necessary to correct it;
    2. A plea of guilty or no-contest to an offense that that occurs on the property for which the special use permit is granted involving any zoning ordinance or provision of the City's Land Development Code;
    3. The building, premise, or land uses under the special use permit is enlarged, modified, structurally altered, or otherwise significantly changed without the approval of a separate special use permit for such enlargement, modification, structural alteration or change;
    4. Violation of any provision of the site plan encompassing the property for which the special use permit was issue for, terms or conditions of a special use permit;
    5. The special use permit was obtained by fraud or with deception.
B. Revocation process. The revocation process shall be conducted through a public hearing and recommendation by the Zoning Commission, followed by a public hearing and ordinance amendment consideration by the City Council. The City Council ma revoke the special use permit, deny the revocation and allow the sue to continue, or deny the revocation and amend the special use permit to attach conditions to assure that the terms, conditions and requirements of the special use permit be met.
C. Effect of revocation. Upon the effective date of the revocation, it shall be unlawful to undertake or perform any activity that was previously authorized by the special use permit. Any person, firm, or corporation, who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars ($2,000.00) for each offense. Each day that a violation exists shall constitute a separate offense.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2022.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ
CITY SECRETARY

APPROVED AS TO FORM:

_____
"ZONE"
CITY ATTORNEY BY:
DAVID H. ARREDONDO
ASSISTANT CITY ATTORNEY

Public Hearings (also Intro Ord) 10.

City Council-Regular

Meeting Date: 07/18/2022

Initiated By: Samuel K. Selman, Interim City Manager

Staff Source: Tina Martinez, Community Development Director, Humberto Delgado, Municipal Housing Manager

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SUBJECT

Prosperous and Affordable

Public Hearing and Introductory Ordinance authorizing the Interim City Manager to amend the City of Laredo Municipal Housing Fund FY21-22 Annual Budget by increasing revenues and expenditures in the amount of $50,000.00. Funds in the amount of $250,000.00 were appropriated through the budget process; however, the Community Development Department through the Municipal Housing Division received an award in the total amount of $300,000.00 from the Texas Veterans Commission (TVC) Fund for Veterans Assistance (FVA) Housing for Texas Heroes (H4TXH) to provide home modifications for the veteran community within the City of Laredo area. The term of the grant is for one (1) year from July 1, 2022, to June 30, 2023. There is no match required.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

The Housing for Texas Heroes (H4TX) Grant Program was established to provide funding for home modification and repairs to improve accessibility and quality of life for veterans and their families. The Community Development-Municipal Housing Division has been awarded the Texas Veterans Commission Housing for Texas Heroes for the 3rd consecutive year. In FY2021, the TVC-H4TXH Grant provided assistance to eighteen (18) eligible applicants. In FY2022, the grant provided assistance to sixteen (16) eligible applicants. With this new Grant, the MH Division proposes to assist eighteen (18) veteran homeowners, as this Grant Program continues to be in high demand. The grant will provide up to $20,000.00 maximum limit total in home repairs per qualified household. To qualify, homeowner/occupied veteran 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), or be a disabled veteran.

Housing modifications, repairs, and weatherization include door entry/exit resizing, ramps, windows, HVAC, roofing, siding, flooring, electrical, plumbing, handrails, installation of grab bars and /or bathroom modifications.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

That this Ordinance be introduced

Fiscal Impact

Fiscal Year:	2022
Bugeted Y/N?:	Y
Source of Funds:	Texas Veterans Commission
Account #:	555-3946-323-2101
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:

The TVC Grant will be allocated as follows:
Project# TVCHE3

Line Item Name	Line Item Number	Annual Appropriation	Budget Amendment	Amended Annual Appropriation
TVC Grant Revenues	Division 3946	$250,000	$50,000	$300,000

Line Item Name	Line Item Number	Annual Appropriation	Budget Amendment	Amended Annual Appropriation
TVC Grant Expenses	Division 3946	$250,000	$50,000	$300,000

Attachments

TVC H4TXH appropriation
NOGA Housing for Texas Heroes
TVC Policies and Procedures

ORDINANCE NO. 2022-O-XXX

PUBLIC HEARING AND INTRODUCTORY ORDINANCE AUTHORIZING THE INTERIM CITY MANAGER TO AMEND THE CITY OF LAREDO MUNICIPAL HOUSING FUND FY21-22 ANNUAL BUDGET BY INCREASING REVENUES AND EXPENDITURES BY THE AMOUNT OF $50,000.00. FUNDS IN THE AMOUNT OF $250,000.00 WERE APPROPRIATED THROUGH THE BUDGET PROCESS; HOWEVER, THE COMMUNITY DEVELOPMENT DEPARTMENT THROUGH THE MUNICIPAL HOUSING DIVISION RECEIVED AN AWARD IN THE TOTAL AMOUNT OF $300,000.00 FROM THE TEXAS VETERANS COMMISSION (TVC) FUND FOR VETERANS ASSISTANCE (FVA) HOUSING FOR TEXAS HEROES (H4TXH) TO PROVIDE HOME MODIFICATIONS FOR THE VETERAN COMMUNITY WITHIN THE CITY OF LAREDO AREA. THE TERM OF THE GRANT IS FOR ONE (1) YEAR FROM JULY 1, 2022, TO JUNE 30, 2023. THERE IS NO MATCH REQUIRED.

WHEREAS, the Municipal Housing, a division of Community Development Department, is requesting approval from the Interim City Manager to amend the City of Laredo Municipal Housing Fund FY2022 annual budget by increasing revenues and expenditures in the amount of $50,000; and

WHEREAS, this will allow Municipal Housing to provide home owner veterans and their families with modification and repairs to their homes; and

WHEREAS, a maximum amount of $20,000.00 per household assistance to be provided, upon eligibility and meeting all requirements; and

WHEREAS, the Municipal Housing shall go out on bids to contract for home weatherization, modifications and/or repairs to improve roofing, flooring, siding, windows, HVAC, electrical, plumbing, bathroom modifications, entry/exit door modifications and/or ramps in order to assist the veterans and provide a safe, accessible and habitable environment;

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

Section 1: Amending the City of Laredo Municipal Housing FY2022 Budget by appropriating additional revenues and expenditures in the amount of $50,000 for the Texas Veterans Commission (TVC) Fund for Veterans' Assistance (FVA) Housing for Texas Heroes Grant (H4TXH).

Section 2: This Ordinance shall become effective upon passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____DAY OF _____, 2022.

_____
PETE SAENZ,
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
BY: DAVID H. ARREDONDO
ASSISTANT CITY ATTORNEY

Fund for Veterans' Assistance
Helping Veterans Starts Here

Notice of Grant Award

NOGA

AWARD INFORMATION

Grant ID:
GT-HTX22-004

Grantee Organization:
City of Laredo

Award Issue Date:
05/12/2022

AWARDING AGENCY

Grantor Organization:
Texas Veterans Commision

AWARD DETAILS

Grant Period Start Date:
07/01/2022

Grant Period End Date:
06/30/2023

AWARD AMOUNT

Total Awarded Amount:
$300,000.00

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 TVC Grant Program requirements 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 budget allocation and the budget category narratives in the addenda to Grantee's Application, 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 agreements 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:
Samuel K. Selman

Authorized Representative Title:
Signature Authority

https://www.tvc.texas.gov

CITY OF LAREDO
LAREDO MUNICIPAL HOUSING a division of
COMMUNITY DEVELOPMENT DEPARTMENT

Texas Veterans Commission Fund for Veterans' Assistance

Housing for Texas Heroes Grant & Financial Assistance Grant Programs

Policy and Procedures Manual

Texas Veterans Commission Fund for Veterans' Assistance
2022-23 Housing for Texas Heroes Grant & 2022-23 Financial Assistance Grant

The Fund for Veterans' Assistance (FVA or "Fund") was created in the 79th Legislature, and codified in the Texas Government Code § 434.017, Fund for Veterans' Assistance and the Texas Administrative Code § 460, Fund for Veterans' Assistance Program. The Fund is composed of money deposited under Government Code §§ 466.027 and 466.408 for proceeds from a Texas Lottery Commission Veterans' Assistance game, Texas Transportation Code § 502.1746 for donations from vehicle registration and drivers' license renewals, Government Code § 411.1741 for donations from License to Carry renewals, Parks and Wildlife Code §12.07 for donations from hunting and fishing license renewals, gifts and grants contributed to the Fund, and the earnings of the Fund. The Texas Veterans Commission oversees all rules governing the awarding of grants from the FVA.

PURPOSE:

The City was awarded the 2022-2023 Housing for Texas Heroes Grant (H4TXH) for home modifications, repairs, and weatherization and the 2022-2023 Financial Assistance Grant to provide financial relief for eligible veterans and their families. The Texas Veterans Commission (TVC) is authorized to use funds appropriated to the Fund for Veterans' Assistance to administer the Fund and make reimbursement grants to address the needs of veterans and their families, as determined through veteran needs assessment studies.

The home owner veteran community is in dire need of assistance with home modifications/repairs and short-term rental/mortgage and/or utility assistance. There is a limited access in the community to assist those veterans and their spouses that own a home. Some agencies require certain income limits to be met that are not at their reach. These proposed projects will alleviate and address these gaps to assist those veterans/widow spouses that are in desperate need to modify their homes, which are a hazard to live in and also diminish the veterans' financial hardship through rental/mortgage and utility payments.

The goal of the City of Laredo is to enhance our local veterans' quality of life and independence through home modification, repairs, weatherization services, and rental/mortgage and utility payment assistance. The Housing for Texas Heroes grant provides modification, repair, and weatherization projects that can include HVAC repairs, walkways, ramps, doors, windows, flooring materials, roofing, sliding doors, handrails and grab bars, or bathroom modification. The Financial Assistance grant provides payment assistance for rent/mortgage and/or utility payments.

OBJECTIVES:

To establish Policy and Procedures to ensure the program complies with the H4TXH Grant, Financial Assistance Grant, and general program guidelines.

To establish proper administration procedures in order to guarantee program success.

To ensure adequate diffusion of the programs is accomplished.

To set up an application process mechanism to verify that funds and services are utilized on our local veterans that require it the most.

PROJECT SERVICES:

The H4TXH Program provides funding of up to $20,000 per household for health and safety home modifications, repairs, and weatherization for local veterans and their families, including:

1. Home modification projects to home to improve accessibility and quality of life for independent living (walkways, ramps, sliding doors, handrails, kitchen and bathroom modifications)

2. Home repairs (plumbing, electrical, interior walls, flooring, lighting)

3. Home weatherization (HVAC, doors, windows, siding, roofing)

The Financial Assistance Program does not have a maximum allowable per client, however the rental/mortgage and the utility assistance are limited to three (3) months (current month plus two (2) months in arrears).

ELIGIBILITY:

A military veteran is "any" person who served for "any" length of time in U.S. military service branch (Army, Navy, Air Force, Marines.) Certain Coast Guard personnel operating under the War Dept., Navy Dept. or Dept. of Defense are also military veterans and active duty and current reservist members. To be eligible, Veteran must have been discharged under Honorable Conditions.

Eligible Veterans or Surviving Spouses beneficiaries must:

1. Be considered low or very low-income household. The United States Department of Housing and Urban Development (HUD) defines the term “low income” as 80 percent of the median family income for the area in the current year, subject to adjustments for areas with unusually high or low incomes or housing costs. For the H4TXH program, eligible veterans or surviving spouses must be listed on file with the county as the current owner(s) of the property and be current on existing mortgage loans or home equity loans prior to receiving assistance

OR:

2. Be a Disabled Veteran as determined by the Veterans Administration. For the H4TXH Program, the veteran must be listed on file with the county as the current owner(s) of the property and be current on existing mortgage loans or home equity loans prior to receiving assistance.

Very Low & Low-Income beneficiaries are considered the highest priority for services and waiting lists. Very Low-Income is 50% and Low-Income is 80% of the median family income for the area as defined by the U. S. Department of Housing and Urban Development (HUD).

Maximum Annual Household Income Allowed Per Number of Persons in Household

2022-2023	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Very Low Income	$23,850	$27,250	$30,650	$34,050	$36,800	$39,500	$42,250	$44,950
Low Income	$38,150	$43,600	$49,050	$54,450	$58,850	$63,200	$67,550	$71,900

Veteran Applicant(s) must also meet the following criteria:

Housing for Texas Heroes Program:

1. Must be owner-occupant of the house to be assisted.
2. Must provide veteran status documentation.
3. Veteran must reside within City of Laredo limits.
4. Must be a U.S. Citizen or have legal residency.
5. Must provide income verification: Social Security Award letter, SSI Award letter, VA Benefits, Retirement documentation, and/or check stubs.
6. All property taxes must be paid up-to date. This includes City, County and applicable School District taxes and all other applicable fees.
6. Applicant must confirm the home is current on any existing mortgage loans, home equity loans, deed of trust, or other instrument that is a lien.
7. The dwelling must not be under a Contract for Deed, or any similar purchase agreement.

Financial Assistance Program:

1. Must provide veteran status documentation.
2. Veteran must reside within City of Laredo limits.
3. Must be a U.S. Citizen or have legal residency.
4. Must provide income verification: Social Security Award letter, SSI Award letter, VA Benefits, Retirement documentation, and/or check stubs.

5. Proof of utility (light, water & gas) disconnection notice and/or rental eviction letter or mortgage delinquency letter.

APPLICATION REQUIREMENTS:

1. Median Income (AMI) and/or disabled by the Department of Veteran Affairs
2. Veteran/Active duty (180 consecutive days) or surviving spouse
3. Provide DD214 Form with Honorable Discharge
4. Provide income documentation for all household members over 18 years of age:
   - most current bank statement for each account
   - if applicable, last 30-days of check stubs
   - if applicable, SS/SSI/VA Award Letter(s)
5. Proof of U.S. Citizenship or legal residency for all household members over 18 years of age:
   - social Security card/resident card
   - current TX DL/ID
6. Marriage & Death Certificates for surviving spouse
7. Proof of current mortgage statement or Home Deed **(H4TXH Program Only)**
8. Home Lease Agreement **(Financial Assistance Program Only)**
9. Proof of utility (light, water & gas) disconnection notice and/or rental eviction letter or mortgage delinquency letter. **(Financial Assistance Program Only)**
10. Additional Forms Required:
    - General Release Form
    - If applicable, Self-Declaration of Income Form

RECORD KEEPING:

The City of Laredo Municipal Housing will be responsible for tracking each individual veteran and surviving spouse that receive grant-funded service(s). The number of unduplicated veterans and Surviving Spouses, as well as cumulative totals, will be reported to the FVA quarterly.

The use of an application will be the initial data collection tool to gather required documentation in order to approve applicant. Microsoft Access database will be used to keep track of all applicants and an Excel log spreadsheet will be kept for all qualified and non-qualified applicants to track and ensure beneficiaries are unduplicated.

The City will use determined separate accounting divisions for the H4TXH and the Financial Assistance Program funds, in order to account for all grant revenues and expenses separate from other funding sources.

ELIGIBILITY DOCUMENTATION:

The forms listed below are the only forms acceptable by this program to determine veteran and Surviving Spouse eligibility.

Veterans DD Form 214, Certificate of Release or Discharge from Active Duty; NGB-22, National Guard Report of Separation and Record of Service; NA Form 13038, Certification of Military Service; Department of Veterans Affairs (VA) official letter or disability letter with character of service listed; E-Benefits summary letter with character of service listed; Honorable discharge certificate; Uniform Services Identification Card; State of Texas Issued Driver License with Veteran designation; Certificate verifying Active Duty Status from Department of Defense Manpower Data Center (ONLY – currently serving active duty)

Surviving Spouse: Uniform Services Identification Card; Marriage Certificate; Death Certificate or one of the forms listed above for veteran's eligibility.

ADVERTISING:

The H4TXH and Financial Assistance Programs will operate by using referrals from other veteran assistance agencies within the community through the UniteUs.com, via e-mail, and walk-ins to provide program information. The City will contract the printing of informational bulletins and brochures to be distributed throughout City offices and local veteran assistance agencies. The City will also contract varied advertising services to further diffuse the program information and assistance opportunities. All promotional material will be reviewed by FVA communications prior to publication to ensure the required FVA logo and verbiage are included.

PROGRAM PROCESS:

H4TXH Program:

Application: Program applications will be issued out and collected in person at the following address: Laredo Municipal Housing/5511 Thomas Ave., Laredo, Texas 78041/ (956) 795-2320. Service availability will be Monday to Friday 8:00 A.M. to 5:00 P.M. and online applications will be available on the City of Laredo website (www.cityoflaredo.com). Municipal Housing staff will be available, if needed, to assist Veterans or family with the completion of the application. Eligibility and enrollment will take place during the intake session. Applicant will have ten (10) business days to provide/gather all the required documentation. All applications will be accepted for review process.

Home Assessment: An initial assessment will be conducted to the home by an inspector/supervisor to determine necessary repairs/modifications to be made to existing dwelling. A report will be provided by the inspector/supervisor with recommendations on the required qualified modifications.

Application Review and Approval: Upon completed assessment, applications will then be carefully reviewed and approved by Review Board. Very low and low income households will be considered high priority. Applications will then be sorted and ranked by Review Board based on need, level of disability, financial status, and home condition. A letter will be sent out to the applicant notifying of approval or denial of services.

Bidding Process: After the application is approved by the Review Board, a Scope of Work and Specifications document will be initiated for the qualified modifications or repairs to be submitted for bidding process. It will take an estimated 10 business days to bid out project, select the lowest qualified bidder, initiate requisition for purchase order approval and for contractor to obtain required City permits. The City's Purchasing and Procurement policies and procedures will be followed to verify that home modification/repair services are fulfilled as required by FVA guidelines. All bidders must comply with insurance requirements and must have a current Certificate of Liability Insurance on file with Purchasing Department.

Agreements: Applicant(s) and contractor will meet at Laredo Municipal Housing office to sign the Acknowledgement, Notice to Proceed, Pre-Construction Conference, Agreement, and Contractor Damages forms.

Contract Timeline: The contractor will have 30 working days to complete the project as per scope of work. Final inspections will be conducted by Municipal Housing inspector/supervisor to ensure work was carried out according to the Scope of Work and Specifications document.

Payment Process: After all work as per agreed Scope of Work has been completed and the final inspection has been approved, the contractor will submit the invoice for services rendered to the Municipal Housing offices. The inspector will review invoices and verify all itemized services are completed and included as per the Scope of Work and Specifications document. The inspector/supervisor, division manager, and director will approve payment by signing the request for payment form and/or invoice. The invoice will be submitted to the City's Finance Department where it will be processed according to the City's Accounts Payable policy and procedures. The contractor will be paid directly for the services; no payment will be given directly to the program applicant.

Financial Assistance Program:

Application: Program applications will be issued out and collected in person at the following address: Laredo Municipal Housing/5511 Thomas Ave., Laredo, Texas 78041/ (956) 795-2320. Service availability will be Monday to Friday 8:00 A.M. to 5:00 P.M. and online applications will be available on the City of Laredo website (www.cityoflaredo.com). Municipal Housing staff will be available, if needed, to assist Veterans or family with the completion of the application. Eligibility and enrollment will take place during the intake session. Applicant will have ten (10) business days to provide/gather all the required documentation. All applications will be accepted for review process.

Application Review and Approval: Applications will then be carefully reviewed and approved by Review Board. Very low- and low-income households will be considered high priority. Applications will then be sorted and ranked by Review Board based on need, level of disability, and financial status. A letter will be sent out to the applicant notifying of approval or denial of services.

Payment Process: After all documentation of delinquency status for rent/mortgage and/or utilities has been verified, the program administrator, division manager, and director will approve payment by signing the request for payment form and/or invoice. The invoice will be submitted to the City's Finance Department where it will be processed according to the City's Accounts Payable policy and procedures. All payments will be made directly to third parties, such as landlords and utility companies. No payment shall be made directly to program participants.

Restrictions:

1. Assistance cannot be provided to a program participant who is receiving tenant-based rental assistance.
2. Participants must live within the City of Laredo limits.
3. Assistance for rent or mortgage is limited to one-time payment for a maximum of up to three (3) months (current month plus two (2) in arrears). Utility payment (light, water, gas) assistance will be a one-time payment for all three (3) utilities, including related late/disconnection service fees. Utility payment will be for the current month plus two (2) in arrears for each utility type.

CONFLICT OF INTEREST:

The general rule is that no person who exercise or have exercised any functions or responsibilities with respect to any H4TXH or Financial Assistance programs/activities administered by

Community Development (CD) Department or who are in a position to participate in a decision making process or to gain inside information with regard to such activities, may obtain a financial interest or benefit from any H4TXH or Financial Assistance programs/activities, or have a financial interest in any contract, subcontract, or agreement with respect to the proceeds of the H4TXH or Financial Assistance programs/activities, either for themselves or those with whom they have business or immediate and extended family ties, during their tenure or for one year after employment ceases.

As per general rule immediate and extended families are considered the following:

- Immediate Family, for this purpose, is defined as grandparents, parents, brothers, sisters, spouse, and children.

- Extended Family, for this purpose, is defined as uncles, aunts, nephews, and all other relatives of the applicant or his/her spouse.

The conflict of interest provision applies to any person who is an employee, agent, consultant, officer, or elected or appointed official, or of any designated public agencies, or sub recipients that are receiving funds through the H4TXH or Financial Assistance programs.

APPEAL PROCESS:

Program applicants may contest any determinations or denials based on program policy or calculations. However, an applicant may not challenge requirements of the grant.

Applicants may file an appeal when it is believed there is an error with program eligibility determinations. An applicant must submit a written appeal directly with the program within ten (10) days of signed letter. If an applicant fails to file within the allotted time frame, said inaction will be deemed as an acceptance of the program determination. Applicants who file an appeal must provide individual facts or circumstances, as well as supporting documents to justify their petition. Appeals may be denied or approved in whole or in part after a thorough review of the circumstances, the information included in the applicant's file, and new documentation provided.

Appeal review: The program Review Board will review and address the appeal within (15) days of its receipt. If further review is necessary, Community Development Director will then pass on appeal with the Grant Officer of Texas Veterans Commission.

INDEMNIFICATION:

Permitted by the Constitution and the laws of the State of Texas, program participants shall indemnify, defend, and hold harmless the City of Laredo and their respective directors, officers, employees, and all agents from and against all losses, liabilities, damages, settlements, claims, actions, suits, penalties, fines, costs or expenses (including reasonable attorney fees, expert fees and other costs of investigation or defense at any stage of the proceedings) which may be sustained or incurred as the result of any negligent of willful act, omission, or conduct of the personnel, occurring in the course of the performance of this program. This indemnity obligation shall survive the expiration or termination of the agreement.

NONDESCRIMINATION:

The program shall not, in the provision of services or in any other manner, discriminate against any person on the grounds of age, race, color, creed, religion, sex, handicap, national origin, or familial status.

GOAL TRACKING:

The City of Laredo Community Development/Municipal Housing Division will determine if goals and/or outcomes are met by reviewing all applications to ensure unduplicated services for all veterans and their beneficiaries. A hard copy survey will be provided to each applicant after completion of all qualified projects in order to make sure all needs have been addressed and/or to get any feedback on what other services could be provided to enhance the H4TXH or Financial Assistance programs. Records will be kept for (4) four years under lock and key for customer protection and confidentiality.

This Policy and Procedures manual is intended to serve as a guide for the City of Laredo Texas Veterans Commission Fund for Veterans' Assistance Housing for Texas Heroes Grant Program and the Financial Assistance Program administered by the Laredo Municipal Housing, a division of Community Development. The Department of Community Development reserves the right to amend the City's adopted policies, procedures, H4TXH and Financial Assistance Programs as necessary, in order to adhere to the Texas Veterans Commission Fund for Veterans' Assistance Housing for Texas Heroes Grant Program and Financial Assistance Program procedures and guidelines.

Public Hearings (also Intro Ord) 11.

City Council-Regular
Meeting Date: 07/18/2022
Initiated By: Rosario Cabello, Deputy City Manager
Staff Source: Richard A. Chamberlain, Health Director

SUBJECT

Healthy and Safe

Public Hearing and Introductory Ordinance amending the FY21-22 Health Department budget by appropriating revenues and expenditures in the amount of $71,136.00 to reflect cash value of Quick Aid donation of hand sanitizers made on April 19, 2022.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On April 19, 2022, Council approved Resolution 2019-R-075.

BACKGROUND

In accordance to the Donation Acceptance Policy for the City of Laredo, the Health Department received a donation from Quick Aid of 28 pallets of ResQue 1st hand sanitizer bottles, sizes varying from 4oz, 8 oz, and 16 oz. The total value of the donation is $71,136.00. The cash value of the donation needs to be documented and the respective revenues and expenditures need to be appropriated.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that Council introduce the Ordinance.

Fiscal Impact

Fiscal Year:	2022
Bugeted Y/N?:	N
Source of Funds:	HEALTH CITY FUNDED PGMS
Account #:	SEVERAL ACCOUNTS

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Increase revenues and expenditures budget by $71,136.00.

Line Item	FY21-22 Original Budget	Amendment	FY21-22 Amended budget
Revenues:			
226-0000-372-1000	$3,085,978.00	$71,136.00	$3,157,114.00
Expenditures:			
226-2910-542-3810	$0	$71,136.00	$71,136.00

Attachments

Ordinance

Ordinance

AMENDING THE FY21-22 HEALTH DEPARTMENT BUDGET BY APPROPRIATING AND INCREASING REVENUES AND EXPENDITURES IN THE AMOUNT OF $71,136.00 TO REFLECT CASH VALUE OF QUICK AID DONATION OF HAND SANITIZERS MADE ON APRIL 19, 2022.

WHEREAS, in accordance to the Donation Acceptance Policy for the City of Laredo, the Health Department received a donation from Quick Aid of 28 pallets of ResQue 1st hand sanitizer bottles, sizes varying from 4oz, 8 oz, and 16 oz. The total value of the donation is $71,136.00. The cash value of the donation needs to be documented and the respective revenues and expenditures need to be appropriated.

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

Section 1: Amending the FY21-22 Health Department budget by appropriating and increasing revenues and expenditures in the amount of $71,136.00 to reflect cash value of Quick Aid donation of hand sanitizers made on April 19, 2022.

Section 2: . Increase revenues and expenditures budget by $71,136.00.

Line Item	FY21-22 Original Budget	Amendment	FY21-22 Amended budget
Revenues:			
226-0000-372-1000	$3,085,978.00	$71,136.00	$3,157,114.00
Expenditures:			
226-2910-542-3810	$0	$71,136.00	$71,136.00

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2022.

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:
DAVID H. ARREDONDO
ASSISTANT CITY ATTORNEY

DAVID H. ARREDONDO
ASSISTANT CITY ATTORNEY

Public Hearings (also Intro Ord) 12.

City Council-Regular

Meeting Date: 07/18/2022

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Richard A. Chamberlain, Health Director

SUBJECT

Healthy and Safe

Public Hearing and Introductory Ordinance amending the FY21-22 budget for the City of Laredo Health Department Funds by appropriating revenues and expenses in the amount of $87,500.00. Funds will be used for the Medical Authority FTE position.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Funds will be used to pay fees for the Medical Authority full time equivalent position (FTE) for the City of Laredo Health Department. This position will serve as the Health Authority as well as provide direct care to patients enrolled in our programs and services. Dr. Maurice Click will be part of the senior leadership team at the Health Department and provide recommendations to the Health Director regarding local public health orders and best practices to work toward the mission of providing culturally competent quality services that promote optimal health, prevent disease, and protect the safety of all to achieve health equity.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that Council approves the Ordinance.

Fiscal Impact

Fiscal Year:	2022
Bugeted Y/N?:	N

Source of Funds: HEALTH DEPARTMENT
Account #: 226-2910
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:
Increase revenues and expenditures budget by $87,500.00.

Line Item	FY 21-22 Original Budget	Amendment	FY21-22 Amended Budget
Revenue: 226-0000-393-0101	$3,270,512.00	$87,500.00	$3,358,012.00
Expense account: 226-2910	$0	$87,500.00	$87,500.00

Attachments

Ordinance

Ordinance

AMENDING THE FY21-22 BUDGET FOR THE CITY OF LAREDO HEALTH DEPARTMENT FUNDS BY APPROPRIATING AND INCREASING REVENUES AND EXPENSES IN THE AMOUNT OF $87,500.00. FUNDS WILL BE USED FOR MEDICAL AUTHORITY FTE POSITION.

WHEREAS, Funds will be used to pay fees for the Medical Authority full time equivalent position (FTE) for the City of Laredo Health Department. This position will serve as the Health Authority as well as provide direct care to patients enrolled in our programs and services. Dr. Maurice Click will be part of the senior leadership team at the Health Department and provide recommendations to the Health Director regarding local public health orders and best practices to work toward the mission of providing culturally competent quality services that promote optimal health, prevent disease, and protect the safety of all to achieve health equity.

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

Section 1: Amending the FY21-22 budget for the City of Laredo Health Department Funds by appropriating and increasing revenues and expenses in the amount of $87,500.00. Funds will be used for Medical Authority FTE position.

Section 2: Increase revenues and expenditures budget by $87,500.00.

Line Item	FY 21-22 Original Budget	Amendment	FY21-22 Amended Budget
Revenue: 226-0000-393-0101	$3,270,512.00	$87,500.00	$3,358,012.00
Expense account: 226-2910	$0	$87,500.00	$87,500.00

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2022.

_____

PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:
DAVID H. ARREDONDO
ASSISTANT CITY ATTORNEY

_____
DAVID H. ARREDONDO
ASSISTANT CITY ATTORNEY

Public Hearings (also Intro Ord) 13.

City Council-Regular

Meeting Date: 07/18/2022

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Richard A. Chamberlain, Health Director

SUBJECT

Healthy and Safe

Public Hearing and Introductory Ordinance authorizing the Interim City Manager to accept and enter into a contract with the Bexar County Hospital District d/b/a University Health, amending the FY21-22 budget by appropriating revenues and expenditures in the amount of $631,468.00 with no match, and amending the FY21-22 Full-Time Equivalent Position Listing by creating one (1) Program Coordinator, R33 and one (1) Health Educator II, R32, for the City of Laredo Health Department HEP C-C.A.R.E. Program for the term period of July 1, 2022, through May 31, 2024, with possibility of renewal.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

This partnership will allow the City of Laredo Health Department, Patient Care Services program to provide direct patient care services for hepatitis testing and vaccination, navigation, and treatment for eligible participants. As well as, provide services that include screening, diagnosis, vaccinations, education and linkage of patients to treatment service.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that Council introduce the Ordinance.

Fiscal Impact

Fiscal Year:	2022
Bugeted Y/N?:	N
Source of Funds:	HEALTH COLLEGE/UNIVERSITY
Account #:	226-6409-544-9900
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

The revenue account 226-0000-326-2009 and the expenditure division 226-6409-544-9900 with project number HEPC01.

Attachments

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ORDINANCE

AUTHORIZING THE INTERIM CITY MANAGERS TO ACCEPT AND ENTER INTO A CONTRACT WITH THE BEXAR COUNTY HOSPITAL DISTRICT D/B/A UNIVERSITY HEALTH, AMENDING THE FY21-22 BUDGET BY APPROPRIATING AND INCREASING REVENUES AND EXPENDITURES IN THE AMOUNT OF $631,468.00 WITH NO MATCH, AND AMENDING THE FY21-22 FULL-TIME EQUIVALENT POSITION LISTING BY CREATING ONE (1) PROGRAM COORDINATOR, R33 AND ONE (1) HEALTH EDUCATOR II, R32, FOR THE CITY OF LAREDO HEALTH DEPARTMENT HEP C-C.A.R.E. PROGRAM FOR THE TERM PERIOD OF JULY 1, 2022, THROUGH MAY 31, 2024, WITH POSSIBILITY OF RENEWAL

WHEREAS, this partnership will allow the City of Laredo Health Department, Patient Care Services program to provide direct patient care services for hepatitis testing and vaccination, navigation, and treatment for eligible participants. As well as, provide services that include screening, diagnosis, vaccinations, education and linkage of patients to treatment service.

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

Section 1: Authorizing the Interim City Managers to accept and enter into a contract with the Bexar County Hospital District d/b/a University Health, amending the FY21-22 budget by appropriating and increasing revenues and expenditures in the amount of $631,468.00 with no match, and amending the FY21-22 Full-Time Equivalent Position Listing by creating one (1) Program Coordinator, R33 and one (1) Health Educator II, R32, for the City of Laredo Health Department HEP C-C.A.R.E. Program for the term period of July 1, 2022, through May 31, 2024, with possibility of renewal.

Section 2: The revenue account 226-0000-326-2009 and the expenditure division 226-6409 with project number HEPC01.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2022.

_____

PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:
DAVID H. ARREDONDO
ASSISTANT CITY ATTORNEY

_____
DAVID H. ARREDONDO
ASSISTANT CITY ATTORNEY

Public Hearings (also Intro Ord) 14.

City Council-Regular

Meeting Date: 07/18/2022

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Ramon Chavez, Engineering Director; Arnoldo Lozano, Economic Development Administrator

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SUBJECT

Public Hearing and Introductory Ordinance authorizing the Interim City Manager to accept an Economic Development Administration Grant in the amount of $1,500,000.00, with a local match of $375,000.00 for a total of $1,875,000.00 for the Springfield Road Extension Phase II. Also, authorizing the Interim City Manager to amend the FY 2022 Capital Grant Budget by appropriating revenues and expenses in the same amount. Local match will be from the 2019 Certificate of Obligation Bond.

VENDOR INFORMATION FOR COMMITTEE AGENDA

NA

PREVIOUS COUNCIL ACTION

NA

BACKGROUND

In April 2021, the City of Laredo Economic Development Department submitted a grant application to the Department of Commerce Economic Development Administration (EDA) for funding to assist in the construction of Phase 2 of the Springfield Avenue Extension project between International and Shiloh Road. In November 2021, EDA sent an initial grant selection letter to the City indication that the proposal had been recommended for funding and began the grant selection process that included providing engineering reports, environmental surveys, archeological surveys and authorization letters. In June 2022, EDA sent the final award letter to the City along with required documents that need to be submitted in order to initiate the project. The first step in the process is for the City to formally accept the award. The City of Laredo has been a Grantee agency in the past. The Economic Development Administration grant for this project consists of the construction of new public infrastructure improvements to assist in the development of the existing agricultural land in both industrial and commercial properties. The proposed project will construct a concrete roadway, water lines, sewer lines, a reinforced concrete pipe, multiple box culverts, curb inlets, one Junction box, sidewalks, ADA ramps, bike lanes, and shared-use paths. Funding for the local match will be from 2019 C.O. Bond.

COMMITTEE RECOMMENDATION

NA

STAFF RECOMMENDATION

NA

Fiscal Impact

Fiscal Year:	2022
Bugeted Y/N?:	
Source of Funds:	Capital Grant Fund
Account #:	458
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Appropriation for this grant will be requested for FY2022. Grant will be accounted in the Capital Grant Fund.

Capital Grant Fund:	Project : TP2202			
Revenues:	Account Number	Budget	Amendment	Revised Budget
EDA	458-0000-322-3010	0	$1,500,000.00	$1,500,000.00
Transfer In - 2019 Cert of Obligation	458-0000-393-0473	0	$375,000.00	$375,000.00
Expenses:				
Improvement other than Buildings. - Springfield Ext.	458-9853-535-9301	0	$1,875,000.00	$1,875,000.00

Attachments

EDA- Award Letter

Introductory Ordinance

SPECIFIC AWARD CONDITIONS
U.S. DEPARTMENT OF COMMERCE
Economic Development Administration (EDA)

CONSTRUCTION PROJECTS: Public Works and Economic Adjustment Assistance Programs under Sections 201 and 209 of the Public Works and Economic Development Act, as amended, 42 U.S.C. §§ 3141 and 3149

Project Title: Springfield Road Extension	
Recipient Name: City of Laredo	**Project Number: 08-01-05599**

1. This EDA Award supports the work described in the approved final scope of work, which is incorporated by reference into this Award, as the *Authorized Scope of Work*. All work on this project must be consistent with the *Authorized Scope of Work* unless the Grants Officer has authorized a modification of the scope of work in writing through an amendment memorialized by a fully executed Form CD-451.

The *Authorized Scope of Work* for this project includes:
This project consists of the construction of new public infrastructure improvements to assist in the development of the existing agricultural land into both industrial and commercial properties. The proposed project will construct a concrete roadway, water lines, sewer lines, a reinforced concrete pipe, Multiple Box Culverts, curb inlets, one Junction box, sidewalks, ADA ramps, bike lanes, and shared-use paths.

2. The Recipient Contact's name, title, address, and telephone number are:

Keith Selman Interim City Manager Phone: (956)-791-7302 Email:sselman@ci.laredo.tx.us *Point of Contact* Arnoldo Lozano Grant Administrator Phone: 956-791-7464 Email: alozano@ci.laredo.tx.us	City of Laredo 1110 Houston Street Laredo, TX 78042

3. The Grants Officer is authorized to award, amend, suspend, and terminate financial assistance awards. The Grants Officer is:

Jorge D. Ayala AURO Regional Director Telephone: (512) 381-8150 Fax: (512) 499-0478	Economic Development Administration Austin Regional Office 903 San Jacinto Blvd., Suite 206 Austin, Texas 78701

4. The Federal Program Officer (Area Director) oversees the programmatic aspects of this Award. The Federal Program Officer is:

Matthew Giannini Area Director Phone: (512) 381-8171 Fax: (512) 499-0478 Email: mgiannini@eda.gov	Economic Development Administration Austin Regional Office 903 San Jacinto Blvd., Suite 206 Austin, Texas 78701

5. The EDA Project Officer is responsible for day-to-day administration and liaison with the Recipient and receives all reports and payment requests. The Project Officer is:

Angel Jimenez Phone: (737) 207-1995 Fax: 512-381-8177 Email: Jjimenez@eda.gov	Economic Development Administration Austin Regional Office 903 San Jacinto Blvd., Suite 206 Austin, Texas 78701

6. **ADDITIONAL INCLUDED DOCUMENTS:** In addition to the regulations, documents, or authorities incorporated by reference on the *Financial Assistance Award* (Form CD-450), the following additional documents are hereby incorporated by reference into this Award:

- EDA Construction Standard Terms and Conditions for Construction Projects (March 22, 2021); and
- The Recipient's application, including any attachments, project descriptions, schedules, and subsequently submitted supplemental documentation.

Should there be a discrepancy among these documents, the Specific Award Conditions (this document), including any attachments, shall control.

7. **PROJECT DEVELOPMENT TIME SCHEDULE:** The Recipient agrees to the following Project Development Time Schedule:

Return of Executed Financial Assistance Award ……30 calendar days after receipt of Form CD-450/CD-451
Start of Construction …….. 24 Months from the Date of Award
Construction Completed ……..…… 48 Months from the Date of Award
Authorized Award End Date ……. 60 Months from the Date of Award
Submission of Final Financial Report (SF-425) ……No later than 120 calendar days from the Award End Date

Project Closeout – All project closeout documents, including final financial reports (Form SF-425 or any successor form) and any required program reports, shall be submitted to EDA not more than 120 calendar days after the date the Recipient accepts the completed project from the contractor(s).

The Recipient shall diligently pursue the development of the project so as to ensure completion within this time schedule and shall promptly notify EDA in writing of any event that could substantially delay meeting any of the prescribed time limits for the project as set forth above. The Recipient further acknowledges that failure to meet the development time schedule may result in EDA taking action to terminate the Award in accordance with the regulations set forth at 2 C.F.R. §§ 200.338–200.342, as applicable.

8. PROJECT REPORTING AND FINANCIAL DISBURSEMENTS INSTRUCTIONS:

A. AWARD DISBURSEMENTS: Reimbursement basis only. EDA will make disbursements under this Award on a reimbursement basis only, based on actual costs incurred, after all preconditions set forth in these Specific Award Conditions have been met.

The "*Request for Reimbursement*" (Form SF-271 or any successor form) is used to request a disbursement, which shall be approved in writing by the Project Officer.

Please note that prior to the initial disbursement, the Recipient must complete the attached Form SF-3881 (or any successor form) "*ACH Vendor/Miscellaneous Payment Enrollment Form*" and submit it to NOAA's Accounting Office by FAX at (301) 528-3675. (*FAX is required to secure confidentiality of sensitive information.*) The form must be completed by the respective parties (EDA, Recipient Bank, and Recipient) at the start of each new award.

B. REPORTS:

a. *Project Progress Reports*: The Recipient shall submit project progress reports to the Project Officer on a quarterly basis on **April 30, July 31, October 31, and January 31, for the periods ending March 31, June 30, September 30 and December 31,** or any portion thereof, until the final disbursement is made by EDA. Reports should be submitted using the approved EDA template, which will be provided by the Project Officer and discussed during the project kick-off meeting. Reports are due no later than 1 month following the end of the quarterly period.

b. *Financial Reports:* The Recipient shall submit a "*Federal Financial Report*" (Form SF-425 or any successor form) on a semi-annual basis for the periods ending **March 31** and **September 30**, or any portion thereof, for the entire project period. Form SF-425 and instructions for completing this form are available at: https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html.

A final Form SF-425 must be submitted no more than 90 calendar days after the expiration date of the Award (*i.e.*, the Award End Date specified on the Form CD-450 or a subsequently executed Form CD-451). Final Financial Reports should follow the guidance outlined in the instructions for submitting mid-term financial reports, but should ensure that all fields accurately reflect the total outlays for the entire project period and that all matching funds and program income (if applicable)

are fully reported. Determination of the final grant rate and final balances owed to the government will be determined based on the information on the final Form SF-425, so it is imperative that it be submitted in a timely and accurate manner.

9. ALLOWABLE COSTS AND AUTHORIZED BUDGET: Total allowable costs will be determined after the final financial documents are submitted in accordance with the applicable authorities specified on the *Financial Assistance Award* (Form CD-450), including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. part 200.

Except as otherwise expressly provided for within these Specific Award Conditions, the Federal share of the allowable costs shall be based on the Investment Rate for the Award, as established on the Form CD-450 or any subsequent amendment (Form CD-451). In the event of an underrun in total allowable costs for this project, the Federal share of allowable costs shall be determined by the Investment Rate. The Federal share of total allowable costs shall not exceed the dollar amount specified on the original Award or any subsequent amendments.

Line Item Budget:

A. Under the terms of the Award, the total approved authorized budget is:

Federal Share (EDA Amount)	$1,500,000
Non-Federal Matching Share	$375,000
Total Project Cost	$1,875,000

B. Under the terms of this Award, the total approved line item budget is:

COST CLASSIFICATION	**Proposed**	**Approved**
Administrative and legal expenses	$0.00	$0.00
Land, structures, rights-of-way, etc.	$0.00	$0.00
Relocation expenses and payments	$0.00	$0.00
Architectural and engineering fees	$0.00	$0.00
Other architectural and engineering fees	$0.00	$0.00
Project inspection fees	$0.00	$0.00
Site work	$0.00	$0.00
Demolition and removal	$0.00	$0.00
Construction	$1,875,000	$1,875,000
Equipment	$0.00	$0.00
Contingencies	$0.00	$0.00
Total Project Cost	**$1,875,000**	**$1,875,000**

Explanation of Changes:

The EDA amount awarded is $1,500,000.00, Which is the 80%
The Recipient's Share is $375,000.00, Which is the 20%

10. **FEDERAL SHARE:** The EDA participation in total eligible project costs will be limited to the EDA grant amount or the EDA share of total allowable project costs, as stated on the Form CD-450, whichever is less.

11. **MATCHING SHARE**: The Recipient agrees to provide the Recipient's non-Federal Matching Share contribution for eligible project expenses in proportion to the Federal share requested for such project expenses (see 13 C.F.R. § 300.3). By accepting the Award, the Recipient also certifies that the Matching Share of the project costs is committed to the project, is not encumbered in any way that would prevent its use for the project, and will be available as needed for the project.

12. **REFUND CHECKS, INTEREST, OR UNUSED FUNDS:** Treasury has given EDA two options for having payments deposited to EDA's account:

    i. The first is the pay.gov website. This option allows the payee to pay EDA through the internet. The payee will have the option to make a one-time payment or to set up an account to make regular payments.

    ii. The second is wire transfer via FedWire. Upon request, EDA can provide instructions on how the payee's financial institution can remit a FedWire payment to EDA.

13. **CONSTRUCTION COMPLETION:** In keeping with prudent grants management policy, EDA construction projects must be completed within five (5) years of the date the Form CD-450 is signed by the Recipient accepting the Award. If construction is not completed by that date and the Grants Officer determines, after consultation with the Recipient, that construction to completion cannot reasonably be expected to be completed promptly and expeditiously, the grant may be terminated. Extensions beyond the five-year project period are exceedingly rare and can only be authorized by the Assistant Secretary. Nothing in this paragraph is intended to alter the Project Development Time Schedule set out in paragraph 7, above.

14. **USEFUL LIFE:** The useful life of this project is hereby determined to be 20 years from the date of the Grant Award.

15. **GOALS FOR WOMEN AND MINORITIES IN CONSTRUCTION:** Department of Labor regulations set forth at 41 C.F.R. part 60-4 establish goals and timetables for the participation of minorities and women in the construction industry. Those regulations apply to all federally assisted construction contracts in excess of $10,000. The Recipient shall comply with those regulations and shall obtain compliance with 41 C.F.R. part 60-4 from contractors and subcontractors employed on the project by including such notices, clauses, and provisions in the Solicitations for Offers or Bids as required by 41 C.F.R. part 60-4. The goal for the participation

of women in each trade area shall be as follows: from April 1, 1981 until further notice: 6.9 percent.

All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 C.F.R. § 60-4.6, or any successor regulations, shall hereafter be incorporated by reference into these Special Award Conditions.

Goals for minority participation shall be as prescribed by Appendix B-80 of the Federal Register notice published October 3, 1980 at 45 FR 65984-65991, or any subsequently published amendments. The Recipient shall include the "*Standard Federal Equal Employment Opportunity Construction Contract Specifications*" (or cause them to be included, if appropriate) in all Federally-assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 C.F.R. § 60-4.6. The minority participation goal for this project is 87.3% percent.

16. **PROCUREMENT:** The Recipient agrees that all procurement transactions shall be in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. §§ 200.317–200.326.

17. **EVIDENCE OF GOOD TITLE:** Prior to the initial disbursement of funds by EDA, the Recipient shall provide an opinion of counsel, satisfactory to EDA, that the Recipient has acquired good and marketable title to land, free of all encumbrances, to all real property necessary for completion of the project, as well as any necessary rights-of-way, easements, State or local government permits, or long-term lease interests necessary for the completion of the project, in accordance with 13 C.F.R. part 314.

18. **NONRELOCATION:** By accepting this Award of financial assistance, the Recipient attests that the EDA-funded project will not be used to induce the relocation or the movement of existing jobs from one Region to another Region by a primary beneficiary of the Award (see 13 C.F.R. § 300.3). In the event that EDA determines that its assistance was used for such purposes, EDA reserves the right to pursue all rights and remedies, including suspension of disbursements, termination of the Award for convenience or cause, and disallowance of any costs attributable, directly or indirectly, to the relocation.

    For purposes of ensuring that EDA assistance will not be used for relocation purposes, each applicant must inform EDA of all employers that constitute primary beneficiaries of the project. EDA considers an employer to be a "primary beneficiary" if the applicant estimates that such employer will create or save 100 or more permanent jobs as a result of the investment assistance and specifically names the employer in its application to EDA. In smaller communities, EDA may consider a primary beneficiary to be an employer of 50 or more permanent jobs so identified.

19. **PERFORMANCE MEASURES:** The Recipient agrees to report on program performance measures and program outcomes in such a form and at such intervals as may be prescribed by EDA in compliance with the Government Performance and Results Act (GPRA) of 1993, and the Government Performance and Results Modernization Act of 2010.

At this time, all Awards for construction assistance require Recipients to report actual job creation/retention and private investment leverage at three (3), six (6), and nine (9) years after an EDA investment. The Recipient must retain sufficient documentation so that they can submit these required reports. Failure to submit these reports may adversely impact the ability of the Recipient to secure future funding from EDA.

Performance measures and reporting requirements that apply to program activities funded by this investment will be provided in a separate GPRA information collection document. EDA staff will contact the Recipient in writing within a reasonable period prior to the time of submission of the reports with information on how this data should be submitted. The Recipient must ensure adequate and sufficient records are kept to support the methodology for computing initial job creation/retention and private investment estimates and all subsequent actual performance data, and must make this information available at EDA's request, including in the event of an audit or performance site visit.

20. **REAFFIRMATION OF APPLICATION:** Recipient acknowledges that Recipient's application for this Award may have been submitted to the Government and signed by Recipient, or by an authorized representative of Recipient, electronically. Regardless of the means by which Recipient submitted its application to the Government or whether Recipient or an authorized representative of Recipient submitted its application to the Government, the Recipient hereby reaffirms and states that:

    i. All data in the application and documents submitted with the application are true and correct as of the date the application was submitted and remain true and correct as of the date of this Award;
    ii. The application was, as of the date of submission and the date of this Award, duly authorized as required by local law by the governing body of the Recipient; and

    iii. Recipient has read, understood, and will comply with all terms of this Award, including the Assurances and Certifications submitted with, or attached to, the application.

    The term "application" includes all documentation and any information provided to the Government as part of, and in furtherance to, the request for funding, including submissions made in response to information requested by the Government after submission of the initial application.

21. **GRANT ADMINISTRATION PLAN:** Within sixty (60) days of accepting the EDA Financial Assistance Award, the Recipient shall provide to the Regional Office a Grant Administration Plan which outlines how the Recipient will administer the EDA Award. The Plan must include the following information.

    a. Names, addresses, phone and facsimile numbers, and email addresses for all personnel responsible for all activities pertaining to the EDA Award. These activities include, but are not limited to, compliance with grant conditions, processing payment requests to EDA, engineering activities such as design, inspection, and legal services.

b. Proposed detailed project implementation schedule. The schedule shall contain as a minimum, the following milestones:
- Request for Proposals for Engineering Services
- Award of Engineering Contract
- Start of Design Activities
- Completion of Final Plans and Specifications
- Date all Permits will be obtained
- Advertisement for Bids
- Bid Opening
- Construction Contract Award
- Pre-Construction Conference
- Issuance of Notice-to-Proceed
-Substantial Completion Date

- Final Completion Date/Acceptance by Owner

c. Project Financial Plan: EDA funds will not be disbursed until all special award terms and conditions to the EDA Award are satisfied and all construction contracts are awarded. The plan must address how expenses will be paid prior to the disbursement of funds by EDA. The plan should explain who will be responsible for preparing payments requests to EDA.

22. ARCHITECT/ENGINEER AGREEMENTS: Prior start of design services, the Recipient must submit to the EDA for approval, an Architect/Engineer Agreement that meets the requirements in the EDA's "Summary of EDA Construction Standards," as well as the competitive procurement standards of 15 C.F.R. Part 24 or 15 C.F.R. Part 14, as applicable. The fee for basic Architect/Engineer Services.

23. WASTE, FRAUD AND ABUSE: Consistent with 2 CFR Part 200, at EDA's direction, at any time(s) during the estimated useful life of the Project, Recipient's key personnel will take a training on preventing waste, fraud and abuse as provided by the Government. Key personnel include those responsible for managing the Recipient's finances and overseeing any contractors, sub-contractors or sub-grantees (for financial matters and/or general oversight related to this Project). EDA will provide instructions on when and how to take the training. Within sixty days of the date of Award, the Recipient shall provide to the Project Officer all Certificates of Completion for the Waste, Fraud, and Abuse training. In the event there are co-recipients of this Award, the obligations in the Specific Award Condition shall apply to all recipients whether or not designated in this Award as the Lead Recipient.

Further, Recipient will monitor award activities for common fraud schemes (hereinafter "Fraud Schemes"), such as but not limited to:

- false claims for materials and labor,
- bribes related to the acquisition of materials and labor,
- product substitution,
- mismarking or mislabeling on products and materials, and
- time and materials overcharging.

Should Recipient detect any Fraud Schemes or any other suspicious activity, Recipient will contact the EDA staff listed above and the Department of Commerce, Office of Inspector General, as indicated at https://www.oig.doc.gov/Pages/Contact-Us.aspx, as soon as possible.

24. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT: Prior to EDA's notice to proceed for construction, the Recipient shall provide documentation satisfactory to EDA that the National Pollutant Discharge Elimination System permit has been obtained (if meets required disturbance threshold) or that the bid documents include language requiring the contractor to obtain the permit prior to the start of construction.

25. HISTORICAL RESOURCES: If during construction of the project, historical and archaeological resources, including burial grounds and artifacts are discovered, the Recipient shall immediately stop construction in the area, contact the State Historic Preservation Officer and EDA and follow the SHPO's instruction for the preservation of resources.

26. REQUIREMENT TO COMPLETE CULTURAL RESOURCES SURVEY: Prior to advertisement for bids, Recipient shall provide evidence satisfactory to the cultural resources survey requested by the State Historic Preservation Officer (SHPO) in the letter dated March 2, 2022, or any subsequent date, from Mark Wolfe, State Historic Preservation Officer, has been performed, reviewed by SHPO, and that SHPO has provided written final approval of the project. Recipient agrees to comply with any and all conditions of the final SHPO approval. If the Recipient does not or cannot provide the SHPO approval as required in this Special Award Condition, Recipient agrees, at the discretion of EDA, to terminate this Award for convenience.

27. U.S. ARMY CORPS OF ENGINEERS PERMITTING CLEARANCE: Prior to advertisement for bids, the Recipient shall provide a copy of a valid Section 404 permit from the US Army Corps of Engineers (USACE) and satisfactory evidence that any mitigation set forth by the permit has been completed. If no Section 404 permit is required, the Recipient shall provide written verification from USACE that no Section 404 permit is required.

Introductory Ordinance

Authorizing the Interim City Manager to accept an Economic Development Administration Grant in the amount of $1,500,000.00, with a local match of $375,000.00 for a total of $1,875,000.00 for the Springfield Road Extension Phase II. Also, authorizing the Interim City Manager to amend the FY22 Capital Grant Budget by appropriating revenues and expenses in the same amount. Local match will be from the 2019 Certificate of Obligation bond.

Whereas, the City of Laredo Engineering Department designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate this grant on behalf of the City of Laredo; and

Whereas, the City of Laredo finds it in the best interest of the citizens of Laredo, that this grant will provide funds for the Springfield Road Extension. This project is to be operated for the 2021-2022 fiscal year; and

Whereas, it is being requested to amend the FY2022 annual budget by appropriating additional revenues and expenditures in the amount of $1,875,000.00.

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

SECTION 1: Ordinance authorizing the City Manager to accept a grant in the amount of $1,875,000.00 and to amend the FY 2022 Capital Grants Fund annual budget by appropriating additional revenues and expenditures through the Economic Development Administration Grant program. The Economic Development Administration (EDA) funds the initiatives. The purpose of The Economic Development Administration grant is for the construction of new public infrastructure improvements to assist in the development of the existing agricultural land in both industrial and commercial properties. The proposed project will construct a concrete roadway, water lines, sewer lines, a reinforced concrete pipe, multiple box culverts, curb inlets, one Junction box, sidewalks, ADA ramps, bike lanes, and shared-use paths. Funding for the local match will be from 2019 C.O. Bond. The grant performance period is from June 14, 2022 through June 31, 2027. 20% match is required. Grant will be accounted for in the Capital Grant Fund.

SECTION 2: It authorizes the City Manager to execute all necessary forms and documents to obtain said grant and to effectuate its terms. This Ordinance shall become effective upon passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS, _____DAY OF_____, 2022.

Grant Number: EDA-08-01-05599

_____

PETE SAENZ
MAYOR

ATTEST:

_____

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____

DOANH T. NGUYEN
CITY ATTORNEY

Public Hearings (also Intro Ord) 15.

City Council-Regular

Meeting Date: 07/18/2022

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: John Hickle, Building Development Service Director

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SUBJECT

Public Hearing and Introductory Ordinance of the City of Laredo, Texas, amending Chapter V, Alcoholic Beverages, to set forth regulations for establishments that are not licensed or permitted by the Texas Alcoholic Beverage Commission (TABC) to sell or serve alcoholic beverages on their premises for consumption which allow patrons to bring alcoholic beverages onto their premises for consumption ("BYOB businesses") and adding an annual BYOB venue permit fee; providing that this ordinance shall be cumulative; providing for a savings clause; providing for a severability clause; providing for a penalty; providing for publication; and declaring an effective date.

PREVIOUS COUNCIL ACTION

n/a

BACKGROUND

It has become common practice for an establishment not licensed by the Texas Alcoholic Beverage Commission to allow its patrons to bring their own alcoholic beverages onto their premises for consumption.

The City of Laredo currently has no procedures for licensing and regulating such BYOB establishments.

The City of Laredo needs to establish procedures for licensing and regulating BYOB business establishments in order to promote the health and welfare of its citizens and to insure compliance with state statutes and regulations.

COMMITTEE RECOMMENDATION

n/a

STAFF RECOMMENDATION

approval.

Fiscal Impact

Fiscal Year:

Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:
Funds will be deposited into General Fund 101-0000-312-2028.

Attachments

Ordinance

INTRODUCTORY ORDINANCE

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING CHAPTER V, ALCOHOLIC BEVERAGES, TO SET FORTH REGULATIONS FOR ESTABLISHMENTS THAT ARE NOT LICENSED OR PERMITTED BY THE TEXAS ALCOHOLIC BEVERAGE COMMISSION TO SELL OR SERVE ALCOHOLIC BEVERAGES ON THEIR PREMISES FOR CONSUMPTION WHICH ALLOW PATRONS TO BRING ALCOHOLIC BEVERAGES ONTO THEIR PERMISES FOR CONSUMPTION ("BYOB BUSINESSES") AND ADDING AN ANNUAL BYOB VENUE PERMIT FEE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; PROVIDING FOR PUBLICATION; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, IT HAS BECOME COMMON PRACTICE FOR AN ESTABLISHMENT NOT LICENSED BY THE TEXAS ALCOHOLIC BEVERAGE COMMISSION TO ALLOW ITS PATRONS TO BRING THEIR OWN ALCOHOLIC BEVERAGES ONTO THEIR PREMISES FOR CONSUMPTION; AND

WHEREAS, THE CITY OF LAREDO CURRENTLY HAS NO PROCEDURES FOR LICENSING AND REGULATING SUCH BYOB ESTABLISHMENTS; AND

WHEREAS, THE CITY OF LAREDO NEEDS TO ESTABLISH PROCEDURES FOR LICENSING AND REGULATING BYOB BUSINESS ESTABLISHMENTS IN ORDER TO PROMOTE THE HEALTH AND WELFARE OF ITS CITIZENS AND TO INSURE COMPLIANCE WITH STATE STATUTES AND REGULATIONS.

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

Section 1. The City of Laredo Code of Ordinances Chapter 5, Alcoholic Beverages, is hereby amended as follows:

Section 5-10. Definitions.
(A) It is a common practice for an establishment not licensed or permitted by the Texas Alcoholic Beverage Commission to allow its patrons to bring their own alcoholic beverages onto the premises for consumption. This practice is often referred to as "BYOB", an acronym for "bring your own bottle".

(B) As used in this chapter, the following definitions shall apply:

(1)ALCOHOLIC BEVERAGE has the meaning assigned by the Texas Alcoholic Beverage Code.

(2)BYOB VENUE means an establishment to which this chapter applies, as prescribed by Section 5-11 (Applicability).

(3)DEPARTMENT means the Building Development Services Department.

(4)DIRECTOR means the director of the Building Development Services Department.

(5)PREMISES means the grounds and all buildings, vehicles, and appurtenances pertaining to the grounds, including any adjacent premises if they are directly or indirectly under the control of the same person.

(6)Person means a natural person or any business entity legally licensed to operate in the State of Texas.

5-11. Applicability.

(A) Except as provided in Subsection (B), this chapter applies to an establishment that:

(1)is not licensed or permitted by the Texas Alcoholic Beverage Commission, and allows patrons to bring alcoholic beverages onto the premises for possession and consumption, or

(2) dispenses alcoholic beverages free of charge to anyone after 10:00 o'clock p.m.

(B) This chapter does not apply to:

(1) A residence;

(2) An establishment operated by a governmental entity;

(3) A private club, as defined by the Texas Alcoholic Beverage Code;

(4) A fraternal or veteran's organization, as defined by the Texas Alcoholic Beverage Code;

(5) A college and university use;

(6) A restaurant; or

(7)A theatre use.

5-12. Permit Required.

(A) A person shall obtain a permit issued by the department before the person may allow patrons to bring their own alcohol or operate as a BYOB venue.

(B) A person must obtain a separate permit for each BYOB venue location.

5-13. Qualifications.

(A) A person may not apply for or hold a permit under this chapter unless the person is at least 21 years of age.

(B) A person may not hold a permit under this chapter or manage a BYOB venue if the person has been convicted of a felony or misdemeanor that directly relates to the duties and responsibilities for operating a BYOB venue, and the misdemeanor conviction makes the person unfit to hold a permit or manage a BYOB venue.

5-14. Permit Application.

(A) A person who seeks a permit to operate a BYOB venue must submit a written application with the director or designee. A separate application must be filed for each BYOB venue. The application must be on a form provided by the City and the following information is required in the application:

(1) The names, addresses, and birth dates of all persons who have an ownership interest in, or who will manage, the proposed BYOB venue;

(2) Authorization for the City to conduct a criminal background check on each person described in Paragraph (1);

(3) The name of the BYOB venue and its physical address;

(4) A registration certificate for the establishment from the Secretary of State, if registration is required by law;

(5) Proof that the applicant has all other permits and approvals required to operate the establishment, including appropriate zoning;

(6) A security plan that meets or exceeds the minimum standards determined by the Laredo Police Chief, or his designee;

(7) Scale drawings of the site, including:

(a) All site improvements;

(b) The floor plan of each building;

(c) A designation of the areas where the consumption of alcohol is to be allowed;

(8) Proof that the applicant has a commercial general liability insurance policy providing minimum premises/operations coverage of $500,000 per occurrence and $1,000,000 in the aggregate on an occurrence basis; and

(9) Other information reasonably required by the director.

(B)An applicant shall pay a nonrefundable permit fee of $150.00.

(C)Any failure to provide the documents required by this section shall be grounds for denial of the application to which it applies.

(D) A BYOB permit is void if the applicant obtains the BYOB permit by providing false or misleading information on the application.

5-15. Permit Approval or Denial.

(A) The director shall approve a permit application if the director determines that the applicant and the proposed BYOB venue meet the requirements of this chapter.

(B) The director shall deny a permit application if the director determines that:

(1) The applicant is under the age of 21 years;

(2) The BYOB venue as proposed would not comply with this chapter; or

(3) The applicant had a permit required by this chapter revoked within the preceding 12-month period.

(C) The director may deny a permit application if the director determines that:

(1) The applicant provided incorrect or incomplete information on the application; or

(2) The person has been convicted of a felony or misdemeanor that directly relates to the duties and responsibilities for operating a BYOB venue, and the conviction makes the person unfit to hold a permit.

(D) The director shall give written notice of a denial of an application to the applicant by certified mail, return receipt requested.
(E) An applicant may appeal to the city manager, or their designee, a denial of a permit application in accordance with Section 5-21(Appeal).

5-16. Permit Not Transferrable.
A permit issued under this chapter is not transferable to another person.

5-17. Permit Not a Right.
A permit issued under this chapter is a grant of a privilege and is not a property right.

5-18. Permit Expiration; Renewal.
(A) A permit issued under this chapter expires one year after the date it is issued.
(B) A permit holder shall file an application for permit renewal not sooner than the 90th day and not later than the 45th day before the permit expires. An application that is not filed within the described time period is a new application.

5-19. Permit Suspension.
(A) The director may suspend a permit issued under this chapter without prior notice or hearing if the director determines that:
(1) the permit holder, the manager, or an employee of the BYOB venue has violated a requirement of this chapter;
(2) the BYOB venue does not comply with this chapter;
(3) the permit holder does not qualify for a permit under this chapter;
(4 the permit holder has refused to allowed inspection of the premises as required by Section 5-27 infra; or
(5) the permit holder has violated the occupancy load authorized by its certificate of occupancy.
(B) If the director suspends a permit:
(1) the director shall give written notice by certified mail, return receipt requested to the permit holder that:
(a) the permit is immediately suspended on receipt of the notice; and
(b) the permit holder may file a written request for a hearing not later than the 10th day after the date of receipt of notice of suspension as specified in E infra; and
(2) the permit holder shall immediately close the BYOB venue.
(3) Any BYOB permit which has been suspended under this chapter shall be surrendered upon demand to the Director. At the end of the period of suspension, in the absence of further violations, the surrendered BYOB permit shall be returned to the BYOB permit holder and shall be valid under the provisions of this code. If the period of suspension extends beyond the normal expiration of the BYOB permit, the BYOB permit holder shall pay all BYOB permit fees without proration in order to receive a valid BYOB permit.
(C) Suspension of a permit is effective on receipt of notice.

(D) A permit holder may file a written request for a hearing on a permit suspension with the City Manager or his designee. The request must be filed not later than the 10th day after the date of receipt of notice of suspension.

(E) If a permit holder timely files a hearing request:

(1) the City Manager or his designee shall hold a hearing on the permit suspension not later than the 10th day after the date the hearing request is filed. At such hearing, the BYOB permit holder may present information to the City Manager or his designee addressing the director's suspension of a BYOB permit and reasons, if any, that the BYOB permit holder believes the suspension is not warranted.

(F)If a hearing request is not timely filed, a suspension continues in effect.

(G) The City Manager or his designee shall give written notice by certified mail, return receipt requested to the permit holder of a suspension that is continued in effect after a hearing under Subsection (E) or as prescribed by Subsection (F).

(H) The City Manager or his designee may reinstate a permit if the reason for suspension no longer exists.

5-20. Permit Revocation.

(A) The director may revoke a permit issued under this chapter if the director determines that:

(1) the permit holder, the manager, or an employee of the BYOB venue has engaged in serious or repeated violations of this chapter;

(2) the BYOB venue does not comply with this chapter;

(3) the permit holder does not qualify for a permit under this chapter; or

(4) The permit holder had the BYOB permit suspended twice within the preceding 12-month period

(B) Before revoking a permit, the director shall provide the permit holder with written notice by certified mail, return receipt requested of the pending permit revocation. The written notice shall include:

(1) the reason the permit is subject to revocation;

(2) the date on which the permit is scheduled to be revoked; and

(3) a statement that the permit will be revoked on the scheduled date unless the permit holder files a written request for a hearing with the City Manager, as specified in section D infra, not later than the 10th day after the date the revocation notice is received.

(C) A permit revocation becomes effective on expiration of the time period prescribed by the notice if the permit holder does not file a written request for hearing with the City Manager or his designee not later than the 10th day after the notice of the pending revocation is received.

(D) If a permit holder timely files a hearing request:

(1) the City Manager or his designee shall hold a hearing on the permit revocation not later than the 10th day after the date the hearing request is filed.

(E) The City Manager or his designee shall give written notice by certified mail, return receipt requested to the permit holder of the City Manager's decision regarding the permit or a revocation that becomes effective under Subsection (C).

5-21. Appeal.
(A) An applicant or a permit holder may appeal the director's decision on a permit application denial, a permit suspension, or a permit revocation to the City Manager by filing a notice of appeal with the City Manager or his designee on a form provided by the director not later than the 10th day after the applicant receives the notice required by Section 5-15(E) (Permit Approval or Denial), Section 5-19(G) (Permit Suspension), or Section 5-20(E) (Permit Revocation), as applicable.
(B) The city manager or a designee shall, not later than the 10th day after the date the notice of appeal is filed, hear the appeal, and may affirm, reverse, or modify a permit application denial, permit suspension, or permit revocation.
(C) The city manager or a designee shall give written notice of a decision on an appeal to the appellant by certified mail, return receipt requested.
(D) If the city manager or a designee sustains the action of the director, the applicant may appeal to the city council by filing a written appeal with the City Secretary setting forth specific grounds for the appeal within ten (10) days of receiving written notice of the city manager's decision. The City Council shall within thirty (30) days grant a hearing to consider the action. The City Council has the authority to sustain, reverse, or modify the action appealed. The decision of the City Council is final.

5-22. Public Place.
A BYOB venue is a public place.

5-23. Permit Posting Required.
A BYOB permit holder shall post the BYOB permit required by this chapter in a prominent public location at the BYOB venue where it can be easily seen by all entering the venue.

5-24. Manager Required on Premises.
A BYOB permit holder shall ensure a qualified manager is continuously on the BYOB venue premises during the hours of operation. A permit holder may serve as the manager.

5-25. Security Plan Implementation.
(A) A person may not operate a BYOB venue without a security plan approved by the Chief of police or his designee.
(B) A permit holder and a BYOB venue manager shall provide security for the BYOB venue in accordance with the security plan.

5-26. Minimum Age for Admittance.
(A) A BYOB permit holder, a manager, or an employee of a BYOB venue may not allow a person under the age of 18 years on the premises.
(B) A BYOB permit holder, a manager, or an employee of a BYOB venue may not allow a person under the age of 21 years to consume alcohol on the premises.

5-27. Doors to Remain Unlocked.

During the hours of operation, a person may not lock or obstruct:

(1) An exterior entrance or exit door that is designated or available for use by patrons; or

(2) An interior door that provides access to a portion of the premises that is designated or available for use by patrons.

5-28. Consent to Inspection; Immediate Access Required.

(A) By accepting a permit under this chapter, the permit holder consents that the director, the director's representative, law enforcement personnel, code enforcement personnel, and other on-duty governmental personnel may enter the premises during the hours of operation to conduct an investigation or inspect the premises to determine compliance with this chapter, or any other applicable law.

(B) A permit holder, a manager, and an employee of a BYOB venue shall provide the director, the director's representative, law enforcement personnel, code enforcement personnel, and other on-duty governmental personnel with immediate access to all portions of the premises.

5-29. Hours of Operation.

(A) A permit holder, a manager, or an employee of a BYOB venue shall close a BYOB venue between 2:00 a.m. and 7:00 a.m. each day except Sunday, and between 2:00 a.m. and noon on Sunday. A patron who is on the premises at 2:00 a.m. may remain until not later than 2:15 a.m.

(B) A person may not consume an alcoholic beverage on the premises of a BYOB venue between 2:15 a.m. and 7:00 a.m. each day except Sunday, or between 2:15 a.m. and noon on Sunday.

(C) A permit holder, a manager, or an employee of a BYOB venue may not allow a member of the public on its premises, including a parking area, between 2:30 a.m. and 7:00 a.m. each day except Sunday, or between 2:30 a.m. and noon on Sunday. This prohibition does not apply to a person who is providing a product or service directly to the BYOB venue.

5-30. Alcoholic Beverage Consumption Areas.

(A) A permit holder shall designate, subject to the approval of the director, the portions of the premises on which the consumption of alcoholic beverages is permitted. A designated area:

(1) Must be located and designed to minimize adverse effects on adjacent property;

(2) May include the interior of a building or a deck, patio, or garden; and

(3) Must exclude parking areas.

(B) A person may not consume, and a permit holder, a manager, or an employee of a BYOB venue may not allow the consumption of, an alcoholic beverage outside of a designated area.

5-31. Parking Area Restrictions.

(A) A permit holder, a manager, or an employee of a BYOB venue may not allow persons to congregate in a parking area.

(B) A permit holder, a manager, or an employee of a BYOB venue may not allow a person to consume an alcoholic beverage in a parking area.

(C) A permit holder shall post signs in each parking area stating that the consumption of an alcoholic beverage is prohibited.

5-32. Sale of Alcoholic Beverages Prohibited.
A person may not sell an alcoholic beverage at a BYOB venue.

5-33. Restriction on Consumption and Purchase of Alcohol by a Permit Holder and Employees.
A permit holder, manager, or employee of a BYOB venue may not:

(1) Consume an alcoholic beverage while on duty;
(2) Purchase or otherwise acquire an alcoholic beverage for a patron; or
(3) Give an alcoholic beverage to a patron.

5-34. Insurance Requirement.
A BYOB permit holder, a manager, or owner shall maintain a commercial general liability insurance policy providing a minimum premises/operations coverage of $500,000 per occurrence and $1,000,000 in the aggregate on the occurrence basis. Prior to opening for business, the BYOB permit holder, manager, or owner shall deliver a certificate of insurance and copies of all endorsements for additional insured to the Director.

5-35. Compliance with Other Laws.
A BYOB permit holder, a manager, and an employee of a BYOB venue shall comply with the Texas Alcoholic Beverage Code and all applicable criminal, zoning, health, and safety laws and ordinances relating to the operation of a BYOB venue.

5-36. Crime Prevention and Reporting.
The permit holder, the manager, and the employees of a BYOB venue shall:

(1) Take reasonable measures to prevent criminal activity on the premises;
(2) Immediately report to law enforcement personnel all suspected criminal activity on the premises or the surrounding areas that they observe or of which they otherwise become aware; and
(3) Must have at least one level III security officer on the premises during all hours of operation.

5-37. Civil Remedies.
(A) The city council has determined that this chapter is necessary to protect health, life, and property and to preserve the good government, order, and security of the City and its inhabitants.
(B) A person who violates this chapter is subject to all penalties pursuant to Chapter 54 of the Texas Local Government Code for each day or part of a day the violation occurs.
(C) Proof of a culpable mental state is not required to prove an offense under this chapter.
(D) Each day that a violation occurs or continues is a separate offense.
(E) The City may file suit to enforce this chapter or collect a civil penalty.

(F) The City may seek to enjoin violations of this chapter.

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

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

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

Section 5. After passage by City Council, this Ordinance shall become effective upon publication.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS ____ DAY OF _____, 2022.

_____
PETE SAENZ, JR
MAYOR

ATTEST:

_____
JOSE A VALDEZ, JR
CITY SECRETARY

APPROVED AS TO FORM:

_____
JUAN B. CABALLERO
ASSISTANT CITY ATTORNEY

Introductory Ordinances 16.

City Council-Regular

Meeting Date: 07/18/2022

Initiated By: Riazul Mia, Assistant City Manager

Initiated By: Riazul Mia, Assistant City Manager

Staff Source: Tina Martinez, CD Director

SUBJECT

Dynamic and Sustainable

Closing and vacating as a public easement, a 13,890 square foot section of Blair Street between Anna and Camp Avenue Western Division, City of Laredo, Webb County; this 13,890 square foot tract being more particularly described in the attached Exhibit “A” and depicted in the attached Exhibit “B”. The City of Laredo reserves all and any apparent and visible easements recorded or not recorded. Authorizing the Interim City Manager to close as a public easement that section of Blair Street and providing for an effective date.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

By Chapter Authority, Section 1 provides that the City of Laredo shall have the power to lease or convey any property owned by said City or granted to it by the Crown of Spain or any person. Further, supported by Article 1175, section 18 of the Texas Civil Statues expressly authorizing a Home Rule City (such as Laredo) to vacate, abandoned and close any street, alley or avenues.

A formal request was submitted by Peter Venegas to purchase said section of Blair St. Right of Way. Mr. Venegas is the sole abutting property owner and agreed to sign a Release form that releases the City of Laredo from all and any claims, damages or cause of action that may arise from the closing of said street. The property is described as an undeveloped tract of and containing 13,890 sq. ft. more or less out of Blair St. R.O.W. Western Division, City of Laredo, Webb County, Texas. Memorandums were circulated to the corresponding City Departments and Utility Companies and no objections were noted.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends the introduction of this ordinance.

Fiscal Impact

Fiscal Year:	2022
Bugeted Y/N?:	N/A
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

No Financial impact for closing and vacating. After this ordinance is approved, a new agenda item will be introduced, authorizing City Manager to sell Blair St to abutting owner. Will be accounted in the Fixed Asset System.

Attachments

Introductory Ordinance
metes and bounds
Survey
Aerial

Introductory Ordinance No. 2022-O-

CLOSING AND VACATING AS A PUBLIC EASEMENT, A 13,890 SQUARE FEET SECTION OF BLAIR STREET BETWEEN ANNA AND CAMP AVENUE WESTERN DIVISION, CITY OF LAREDO, WEBB COUNTY; THIS 13,890 SQ. FT. TRACT BEING MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT "A" AND DEPICTED IN THE ATTACHED EXHIBIT "B". THE CITY OF LAREDO RESERVES ALL AND ANY APPARENT AND VISIBLE EASEMENTS RECORDED OR NOT RECORDED. AUTHORIZING THE INTERIM CITY MANAGER TO CLOSE AS A PUBLIC EASEMENT THAT SECTION OF BLAIR STREET AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager recommends that the City Council close as a public easement that 13,890 sq. ft. section of Blair St. in the Western Division of the City of Laredo; and

WHEREAS, the traffic flow in the immediate area will not be adversely affected by such closing; and

WHEREAS, the abutting property owners to the north and south of the above mentioned street have executed a release form; whereby they have release the City of Laredo from any and all damages arising from the closing of this street; and

WHEREAS, the City of Laredo finds that it is in the best interest of the City of Laredo and its citizens to close as a public easement, that section of Blair St.

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

Section 1: The section of Blair St. also known as a 13,890 sq. ft. tract of land in the Western Division of the City of Laredo, Webb County, Texas, be close and vacated as a public easement; The City of Laredo reserves and all and any apparent and visible easements recorded and not recorded.

Section 2: This ordinance shall become effective upon passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS, THE _____ DAY OF _____, 2022

PETE SAENZ
MAYOR

ATTEST:

Jose A. Valdez, Jr.
CITY SECRETARY

APPROVED AS TO FORM:

Doanh “Zone” T. Nguyen
CITY ATTORNEY

By: _____
David H. Arredondo
ASSISTANT CITY ATTORNEY

STATE OF TEXAS*
COUNTY OF WEBB*
0.3189 ACRES - BLAIR STREET
13,890 SF

FIELD NOTES DESCRIBING A 0.3189 ACRE PARCEL OF LAND, MORE OR LESS, BEING OUT OF BLAIR STREET, PAGE 31, WESTERN DIVISION, CITY OF LAREDO PLAT BOOK, WEBB COUNTY, TEXAS. HEREIN DESCRIBED PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning at a set ½ inch iron rod situated on the northerly line of said Blair Street and being the southeasterly corner of Block 716, Page 31, Western Division, City of Laredo Plat Book, Webb County, Texas, for the **POINT OF BEGINNING,** of this 0.3189 acre parcel, and the **northeasterly corner** hereof;

Thence, S00°57'25"W, with the westerly line of Anna Avenue, same being the easterly line of herein described parcel, a distance of 55.56 feet, to a set ½ inch iron rod, situated on the southerly line of said Blair Street and being the northeasterly corner of Block 712, Page 31, Western Division, City of Laredo Plat Book, Webb County, Texas, for the **southeasterly corner** hereof;

Thence, N89°02'35"W, with the common boundary line between said Blair Street and said Block 712, same being the southerly line of herein described parcel, a distance of 250.00 feet, to a set ½ inch iron rod being the southwesterly corner of said Block 712, for the **southwesterly corner** hereof;

Thence, N00°57'25"E, with the westerly line of herein described parcel, a distance of 55.56 feet, to a set ½ inch iron rod, situated on the northerly line of said Blair Street and being the southwesterly corner of said Block 716, the **northwesterly corner** hereof;

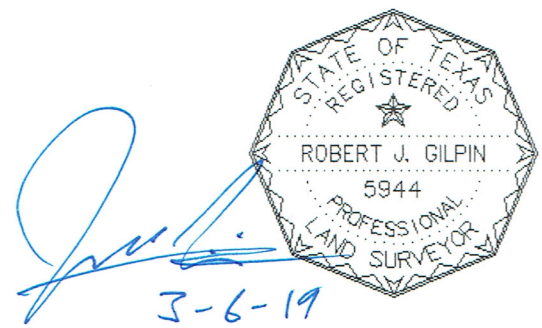
Thence, S89°02'35"E, with the common boundary line between said Blair Street and said Block 716, same being the northerly line of herein described parcel, a distance of 250.00 feet, to said **POINT OF BEGINNING**, containing within these metes and bounds 0.3189 acres of land, more or less.

BASIS OF BEARINGS:
GPS NAD83/NAVD88 TEXAS STATE PLANE 4205 – GRID

STATE OF TEXAS
COUNTY OF WEBB

I, ROBERT J. GILPIN, THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR, NUMBER 5944, DO HEREBY CERTIFY THE FOREGOING METES AND BOUNDS DESCRIPTION TO BE TRUE AND CORRECT TO MY BEST KNOWLEDGE AND BELIEF, AND THAT IT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND FROM OFFICE RECORDS AVAILABLE, WITHOUT THE BENEFIT OF A COMPLETE TITLE EXAMINATION REPORT.

WITNESS MY HAND AND SEAL



SURVEY
OF
0.3189 ACRES (13,890 SF)
BLAIR STREET
CITY OF LAREDO
PAGE 31, WESTERN DIVISION,
CITY PLAT BOOK OF WEBB COUNTY

Exhibit B

N

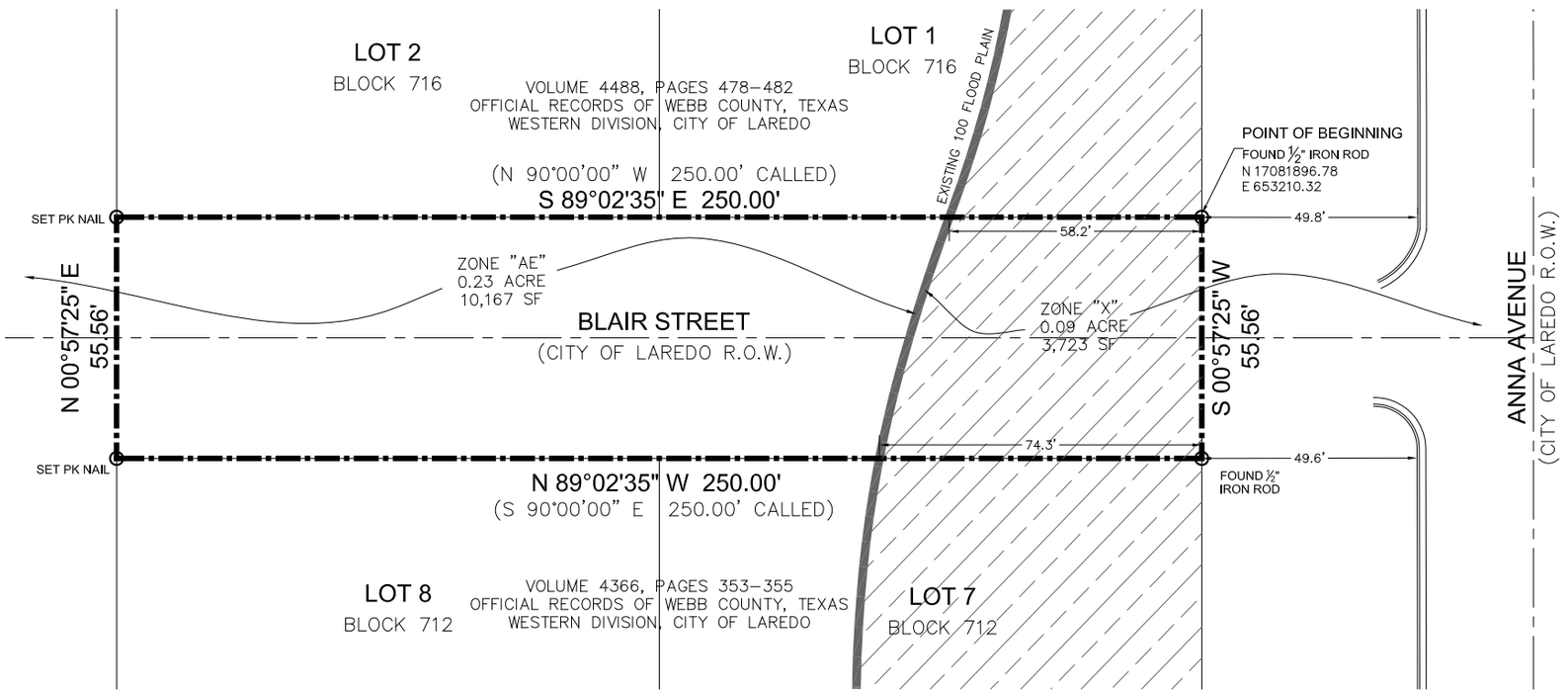
0 20

SCALE: 1 INCH=20 FEET

NOTE:

1. BASIS OF BEARINGS NAD 83/NAVD88, TEXAS STATE PLANE 4205, COORDINATES GRID

2. CALLED BEARINGS TAKEN FROM WESTERN DIVISION, PAGE 31, CITY PLAT BOOK OF WEBB COUNTY, TEXAS, CITY OF LAREDO, TEXAS.



SURVEY NOTES:

1.) SEE PLAT OF RECORD FOR PLAT NOTES.
2.) ALL EASEMENTS AND SETBACKS SHOWN ARE IN ACCORDANCE WITH REFERENCED PLAT OF RECORD.
3.) BY GRAPHICALLY PLOTTING, THIS PARCEL WAS DETERMINED TO BE PARTLY WITHIN A 100 YEAR FREQUENCY FLOOD ZONE PER FLOOD INSURANCE RATE MAPS FOR WEBB COUNTY, TEXAS COMMUNITY PANELS 48479C1195C, EFFECTIVE DATE OF APRIL 2, 2008.
4.) ZONE AE - 1% ANNUAL CHANCE FLOOD WITH BASE FLOOD ELEVATIONS DETERMINED.
5.) ZONE X - AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1 % ANNUAL CHANCE FLOOD.

STATE OF TEXAS
COUNTY OF WEBB

I, ROBERT J. GILPIN, THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR, No. 5944 DO HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON TO BE TRUE AND CORRECT TO MY BEST KNOWLEDGE AND BELIEF, AND THAT IT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND FROM OFFICE RECORDS AVAILABLE, WITHOUT THE BENEFIT OF A COMPLETE TITLE EXAMINATION REPORT.

STATE OF TEXAS
REGISTERED
ROBERT J. GILPIN
5944
PROFESSIONAL
LAND SURVEYOR

6/14/2022

GILPIN ENGINEERING COMPANY
T.B.P.L.S. Firm Registration # 10193770
T.B.P.E. Firm Registration # F-9266
11204 MCPHERSON RD, STE 109
Laredo, Texas 78045
PH: 956.753.2210
FAX: 956.753.2213

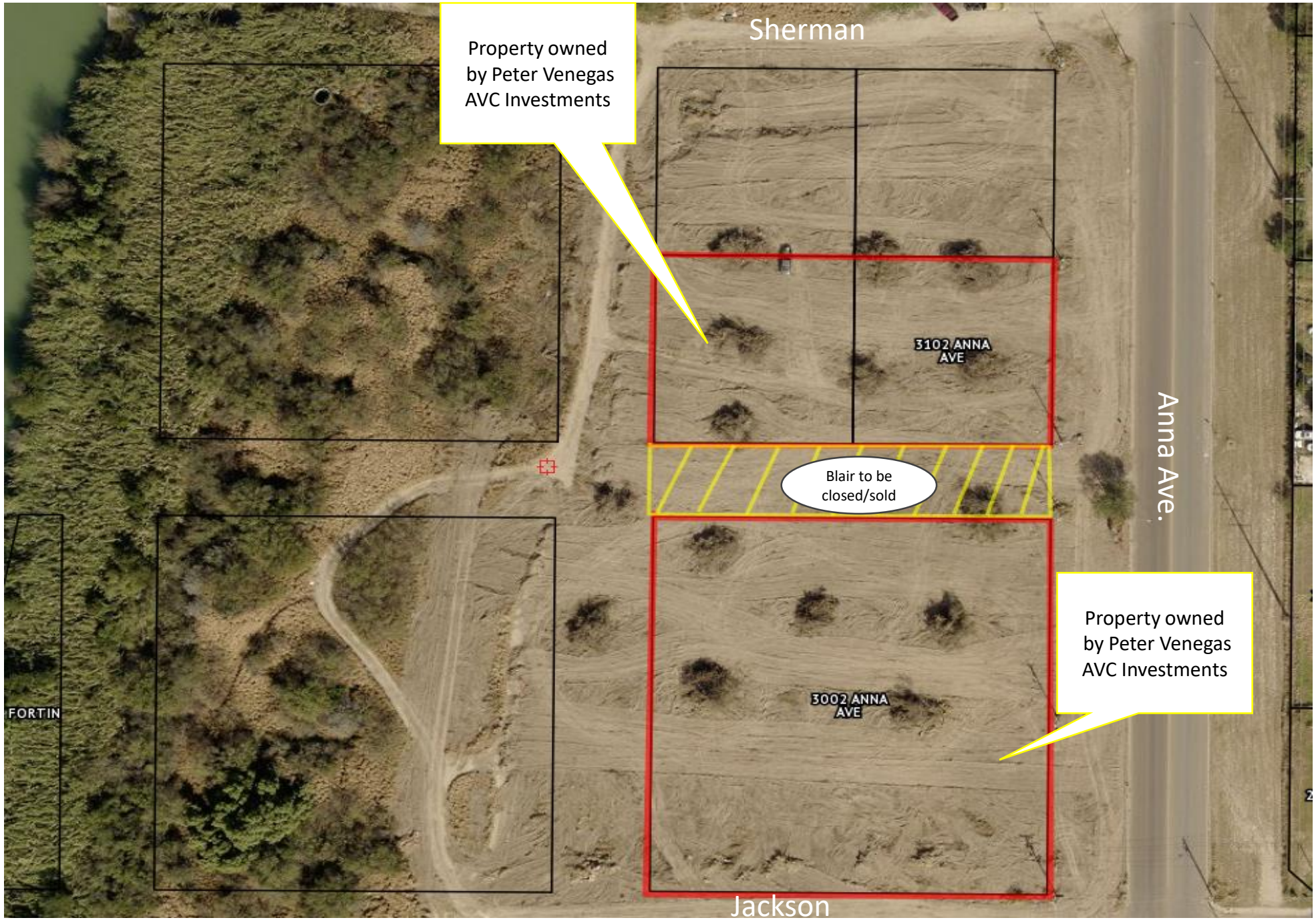
DATE:	01-16-2019
REVISION:	5-20-2022
	6-14-2022

0.3189 ACRES (13,890 SF)
LAREDO, TEXAS
BOUNDARY SURVEY

WD-BLK 712-VENEGAS
GILP-HALF-BLK.cdb
DRAWN BY: R.P.
CHECKED BY: R.J.G.

SHEET NO. 1 OF 1

City of Laredo
Community Development Department
Real Estate Division
Blair St. Proposed Street Closure



Introductory Ordinances 17.

City Council-Regular
Meeting Date: 07/18/2022
Initiated By: Riazul Mia, Assistant City Manager
Staff Source: Tina Martinez, CD Director

SUBJECT

Healthy and Safe

An Ordinance authorizing the Interim City Manager to enter into a Lease Agreement between the City of Laredo and Gateway Community Health Center, Inc., for a lease term of twenty-five (25) years, at a yearly rate of $10.00 for the following parcels of land,

1702 Lafayette	Lots 7, Blk 908 Western Division City of Laredo, Webb County, Texas
1704 Lafayette	Lots 8, Blk 908 Western Division City of Laredo, Webb County, Texas
1714 Lafayette	Lots 9, Blk 908 Western Division City of Laredo, Webb County, Texas
1716 Lafayette	Lots 10, Blk 908 Western Division City of Laredo, Webb County, Texas
1718 Lafayette	Lots 11, Blk 908 Western Division City of Laredo, Webb County, Texas
1720 Lafayette	Lots 12, Blk 908 Western Division City of Laredo, Webb County, Texas

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

On June 21, 2022, a Motion passed to authorize the Interim City Manager through a Letter of Consent to work towards a lease agreement between the City of Laredo and Gateway Community Health Center, Inc. for the lease of parcels 1702, 1704, 1714, 1716, 1718, 1720 Lafayette.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends the introduction of the Ordinance.

Fiscal Impact

Fiscal Year:	2022
Bugeted Y/N?:	
Source of Funds:	CDBG Program Income
Account #:	211-0000-376-9909
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Funds will be deposited in the CDBG Program Income Account 211-0000-376-9909

Attachments

Introductory Ordinance
Lease Agreement
Aerial

INTRODUCTORY ORDINANCE

AN ORDINANCE AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A LEASE AGREEMENT BETWEEN THE CITY OF LAREDO AND GATEWAY COMMUNITY HEALTH CENTER, INC., FOR A LEASE TERM OF TWENTY FIVE (25) YEARS, AT A YEARLY RATE OF TEN DOLLARS ($10.00) FOR THE FOLLOWING PARCELS OF LAND,

1702 Lafayette	Lots 7, Blk 908 Western Division City of Laredo, Webb County Texas
1704 Lafayette	Lots 8, Blk 908 Western Division City of Laredo, Webb County Texas
1714 Lafayette	Lots 9, Blk 908 Western Division City of Laredo, Webb County Texas
1716 Lafayette	Lots 10, Blk 908 Western Division City of Laredo, Webb County Texas
1718 Lafayette	Lots 11, Blk 908 Western Division City of Laredo, Webb County Texas
1720 Lafayette	Lots 12, Blk 908 Western Division City of Laredo, Webb County Texas

WHEREAS, the City of Laredo received a request from Gateway Community Health Center, Inc., requesting to lease from the City of Laredo 1702, 1704, 1714, 1716, 1718, and 1720 Lafayette, and

WHEREAS, the City of Laredo will allow the construction of improvements on the aforementioned properties, and

WHEREAS, Gateway Community Health Center has agreed to lease from the City of Laredo the above parcels for a term of twenty five (25) years, at a yearly rate of ten dollars, and

WHEREAS, the City of Laredo finds that it is in the best interest to execute this lease agreement with Gateway Health Center, Inc. to alleviate the financial and communal health barriers that prohibit the west side community of Laredo from accessing and receiving proper healthcare services.

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

Section 1 The City Manager is authorized to execute the lease agreement with Gateway Healthcare Center, Inc., for the following parcels of land, at a yearly rate for a term of twenty five (25) years, as referenced below,

1702 Lafayette	Lots 7, Blk 908 Western Division City of Laredo, Webb County Texas
1704 Lafayette	Lots 8, Blk 908 Western Division City of Laredo, Webb County Texas
1714 Lafayette	Lots 9, Blk 908 Western Division City of Laredo, Webb County Texas
1716 Lafayette	Lots 10, Blk 908 Western Division City of Laredo, Webb County Texas
1718 Lafayette	Lots 11, Blk 908 Western Division City of Laredo, Webb County Texas
1720 Lafayette	Lots 12, Blk 908 Western Division City of Laredo, Webb County Texas

Section 2 This ordinance shall become effective upon passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR on this the _____day of _____, 2022.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ
CITY SECRETARY

APPROVED AS TO FORM

DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

BY: _____
DAVID H. ARREDONDO
ASSISTANT CITY ATTORNEY

LEASE AGREEMENT

THIS AGREEMENT, made effective August ____, 2022 by and between the City of Laredo, a Municipal Corporation, hereinafter called "Lessor" and Gateway Community Health Center, Inc., hereinafter called "Lessee", witnessed:

Lessor, for and in consideration of the rent hereinafter specified to be paid by Lessee, and the covenants and agreements hereinafter contained, by the Lessee to be kept and performed, lease to Lessee, the following properties:

1702 Lafayette	Lots 7, Blk 908 Western Division City of Laredo, Webb County Texas
1704 Lafayette	Lots 8, Blk 908 Western Division City of Laredo, Webb County Texas
1714 Lafayette	Lots 9, Blk 908 Western Division City of Laredo, Webb County Texas
1716 Lafayette	Lots 10, Blk 908 Western Division City of Laredo, Webb County Texas
1718 Lafayette	Lots 11, Blk 908 Western Division City of Laredo, Webb County Texas
1720 Lafayette	Lots 12, Blk 908 Western Division City of Laredo, Webb County Texas

For the use of Lessee's Gateway Clinic at the locations referenced above on the following terms and conditions:

1. TERM, RENTAL ESCALATION, OPTION & HOLDING OVER:

   A. The term of this lease shall be for TWENTY-FIVE (25) YEARS.

   B. The lease shall commence August _____, 2022 and shall terminate on August 31, 2047.

   C. Lessor also grants Lessee an option to renew this lease, provided that the Lessee gives Lessor written notice that it wishes to exercise said option. Not less than thirty days prior to the expiration of the primary term.

   D. Any holding over after the expiration of the term of the lease, [or after expiration of term of lease as renewed, if it is renewed] shall be from month-to-month.

   E. Without waiving other rental escalation provisions in this contract, monthly rentals may be adjusted annually during the extension periods by an amount which is equivalent to the percent change in the Consumer Price Index (CPI) from the preceding calendar year's average.

2. RENTAL: Lessee covenants and agrees to pay to Lessor as rent for the said premises the sum of TEN DOLLARS ($10.00) per year, due and payable upon the first day of each year, commencing August _____, 2022.

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3. PURPOSE: Said premises shall be used for the public purpose of providing medical office space to be used by the Lessee as the Gateway Health Clinic to provide health services to the community.
4. IMPROVEMENTS: Lessee may, at Lessee's sole cost and expense, make such changes, alternations or improvements as may be necessary to fix existing needs; provided however, that no change, alternation or improvement may be so made without the prior written approval of the City Manager; and all permanent buildings, fixtures and improvements of every kind and nature whatever installed by the Lessee shall remain the property of Lessor. Any improvements not permanent in nature made by Lessee can be removed in such a manner as not to injure or damage the demised premises; and provided further, that should Lessee fail to remove said building , fixtures or improvements as above provided, Lessor at its option, may require Lessee to remove the same, in the event that Lessee shall fail to remove said buildings, fixtures the same upon termination of the lease, provided that such removal shall be done in such a manner as not to injure or damage the demised premises; and provided further, that should Lessee fail to remove said buildings, fixtures or improvements as above provided, Lessor at its option, may require Lessee to remove the same, in the event that Lessee shall fail to remove said buildings, fixtures and improvements after receipt of notice from Lessor. Lessor may remove the same and dispose of the same as it sees fit, and Lessee agrees to sell, assign, transfer and set over to Lessor all of Lessee's right, title and interest in and to said buildings, fixtures, improvements and any personal property not removed by Lessee, for the sum of ONE DOLLAR ($1.00). Lessee further agrees that should Lessor remove said buildings, fixtures and improvements as above provided that Lessee will pay Lessor upon demand the cost of such removal plus the cost of transportation and disposition, thereof. Lessee agrees to construct additional parking area in the vicinity, providing additional parking spaces to the City of Laredo and Gateway Community Health Center.

5. CDBG PERFORMANCE MEASURES:

   Lessee agrees to use the locations, which was purchased with community development block grant (CDBG) funds as a public facility under 24 CFR part 570.201(c) and be open for use by the general public during all normal hours of operation.

   All activities funded/purchased with CDBG funds must meet the CDBG program's National Objectives of: benefiting low-and moderate-income persons; as defined in 24 CFR 570.208. Lessee certifies that the activity will meet the National Objective of benefiting low and moderate-income persons based on area benefit. All activities and programs offered shall benefit the residents of West Laredo. Lessee agrees to perform outreach to the West Laredo neighborhoods and area.

6. FEES FOR USE OF FACILITIES:

   Reasonable fees may be charged for the use of the facilities, but charges such as excessive membership fees, which will have the effect of precluding low and moderate-income persons from using the facilities, are not permitted. The point of contact will be the Community Development Department of the City of Laredo.

   Lessee shall provide the City with statistical information on the nature of activities and programs being offered at the facility.

7. RESERVATIONS BY LESSOR: The Lessor reserves the right to require and make modifications to the leased land for the benefit of the public as Lessor determines and for such

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purpose the Lessor shall have right of ingress to and egress from the leased land to make any such modification. The Lessor further reserves the right to maintain all current utility lines located in the leased premises. The Lessor further reserves the right to construct additional utility lines either by itself or my its licensees or franchises in and through the leased land, such construction or installation of any additional utility lines must be preceded by fifteen (15) days written notice to Lessee. Any maintenance or construction work done by Lessor or its licenses or franchises will be done with an effort to minimize any damage to or interference with any improvements hereinafter installed on the leased land by the Lessee; however, it is understood and agreed by Lessee, that in no event shall Lessor be responsible to Lessee for any damage to the leased premises or for any damage to the leased land or for any interference with its use by Lessee, arising out of any maintenance, construction or installation of utility lines on the leased land whether by Lessor or its licensees or franchisees.

8. RESERVATIONS BY LESSEE: The Lessee reserves right to terminate the lease of any or all of the listed properties at any time after providing a 60 day written notice to the Lessor in accordance with notice provisions set forth in Paragraph 12.

9. REPAIRS-MAINTENANCE: Lessee represents that Lessee has inspected and examined the leased land and accepts them in the present condition, and agrees that Lessor shall not be required to make any improvements or repairs whatsoever in or upon the premises hereby leased; Lessee agrees to make any and all improvements and repairs at Lessee's sole cost and expense, and agrees to keep said land safe and in good order and condition at all times during the term hereof. Lessee shall maintain seeded and/or sodded and well-watered and mowed landscaping to all premises and prevent erosion from occurring and upon termination of this Lease, the Lessee will quit and surrender possession of said premises quietly and peacefully; Lessee further agrees to lease said premises free from all nuisances and dangerous and defective conditions.
10. ASSIGNMENT AND MORTGAGE: Neither the leased premises nor any portion thereof, shall be sublet nor shall this Lease or any interest therein be assigned, hypothecated or mortgaged by Lessee, and any attempted assignment, subletting, hypothecation or mortgaging of this lease shall be no force or effect, and shall confer no rights upon any assignee, subleasee, mortgagee or pledge.

11. LIABILITY: LESSEE shall, at its own expense, during the term of this lease, keep the leased premises insured against loss or damages by fire or other casualty.

    1.1. LESSEE 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.

    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 Lessees obligations contained in the contract. The general aggregate limit must be at least two (2) times the each-occurrence limit.

    1.3. Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limit of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

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1.4. 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.

1.5. 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.

1.6. With reference to the foregoing insurance requirement, Lessee shall specifically endorse applicable insurance policies as follows:

1.7. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.

1.8. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.

1.9. Gateway Community Health Center, Inc., agrees to waive our right to subrogate against the City for damages caused by our sole negligence and our joint negligence. Gateway Community Health Center, Inc., retains the right to subrogate against the City for damages cause by the City's sole negligence.

1.10. 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.

1.11. 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.

1.12. 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.

1.13. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

1.14. Lessee may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.

1.15. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo.

1.16. 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:

1.17. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

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1.18. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

Upon request, Lessee shall furnish The City of Laredo with certified copies of all insurance policies. Certificates and insurance are subject to review and approval from the City of Laredo Risk Management department.

However, LESSEE shall maintain public liability insurance at all times throughout the term of this lease. LESSOR reserves the right to make its acceptance of an insurance company a condition of this lease such that disapproval or revocation of approval thereof shall authorize Lessor to terminate this lease.

12. INDEMNIFICATION BY LESSEE. LESSOR SHALL NOT BE LIABLE TO LESSEE'S EMPLOYEES, AGENTS, INVITEES, LICENSEES OR VISITORS, OR TO ANY OTHER PERSON, FOR ANY INJURY TO SUCH PERSON OR DAMAGE TO PROPERTY ON OR ABOUT THE PREMISES CAUSED BY THE NEGLIGENCE OR MISCONDUCT OF LESSEE, ITS AGENTS, SERVANTS OR EMPLOYEES, OR OF ANY OTHER PERSON ENTERING UPON THE PREMISES UNDER THE EXPRESS OR IMPLIED INVITATION OF LESSEE OR CAUSED BY STRUCTURES, BUILDINGS, SIGNS, ADDITIONS, IMPROVEMENTS, DISPLAYS AND OTHER ITEMS BECOMING OUT OF REPAIR, OR THE FAILURE OR CESSATION OF ANY SERVICE PROVIDED BY LESSOR. LESSEE AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS LESSOR OF AND FROM ANY LOSS, EXPENSE OR CLAIM ARISING OUT OF ANY SUCH DAMAGE OR INJURY, INCLUDING LESSOR'S REASONABLE ATTORNEYS' FEES INCURRED THEREBY. THIS OBLIGATION SHALL NOT BE SUBJECT TO THE LIMITS OF LESSEE'S INSURANCE OR TO COMPARATIVE LIABILIY DOCTRINE. THIS SECTION WILL SURVIVE TERMINTION OF THIS LEASE.

13. TERMINATION BY LESSOR OR LESSEE: Lessor or Lessee may terminate this lease at any time by serving upon Lessee in the manner hereinafter provided in Paragraph 12, a written notice of its election so to terminate, which said notice shall be served at least 60 days prior to the date in said notice named for such termination.

14. DEFAULT: In the event that Lessee shall be in default of any payment of rent or in the performance of any of the terms or conditions herein agreed to be kept and performed by Lessee, then in that event, Lessor may terminate and end this lease, within a 30 day notice and Lessor may enter the said premises and remove all persons and property there from; in the event Lessor shall bring a legal action to enforce any of the terms hereof, or to obtain possession of said premises by reason of any default of Lessee, or otherwise, Lessee agrees to pay Lessor all costs of such legal action, including reasonable attorney's fees and/or court costs.

15. NOTICES: Any notices which are required hereunder, or which either Lessor or Lessee may desire to serve upon the other, shall be in writing and shall be deemed served when delivered personally, or when deposited in the United States mail, postage prepaid, return receipt requested, addressed to Lessee as follows:

To Lessee:
Gateway Community Health Center, Inc
1515 Pappas Street

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Laredo, Texas 78041

To Lessor:
The City Manager
City Hall
1110 Houston St.
Laredo, Texas 78040

16. NO AMENDMENT WITHOUT WRITTEN APPROVAL: All of the terms of the agreement between the parties regarding this Lease are contained herein and the parties acknowledge that no verbal promises or agreements modify this Lease. No amendment or modification o this Lease shall be in effect unless it shall be in writing, signed by both parties.

17. LAW: The construction and validity of this Lease shall be governed by the laws of the State of Texas without regard to any conflict of laws provisions. Venue for any legal action commenced hereunder shall be in a court of appropriate jurisdiction in Laredo, Webb County, Texas.

18. LESSOR MAY ENTER: Lessee agrees that Lessor, its agents or employees, may enter upon said premises at any time during the life of this lease for the purpose of inspection and for the purposed stated in Paragraph 5, above, with the understanding that said work will be performed in such a manner as to cause a minimum interference with the use of the property by the Lessee.

19. MECHANIC'S LIENS: Lessee agrees that at least five (5) days before any construction work, labor or materials are done, used or expended by Lessee or on Lessee's behalf by any person, firm or corporation or by any contractor, that Lessee will post and record, or cause to be posted and recorded, as provided by law, a notice of non-responsibility on behalf of Lessor, giving notice that the Lessor is not responsible for any work, labor or materials used or expended, or to be used or expended on the leased land.

20. HEALTH RESOURCES AND SERVICES ADMINISTRATION PROVISIONS: This Agreement is part of HRSA Congressionally Directed Spending: Construction Projects HRSA-22-134. The following terms are included in this Agreement pursuant to this project:

    a. Lessee agrees not to sublease, assign, or otherwise transfer the property, or use the property for a non-grant-related purpose(s) without the written approval from HRSA (at any time during the term of the lease/agreement, whether or not grant support has ended).

    b. Lessor will inform HRSA of any default by the Lessee under the lease/agreement.

    c. HRSA shall have 60 days from the date of receipt of the Lessor's notice of default in which to attempt to eliminate the default, and that the Lessor will delay exercising remedies until the end of the 60-day period.

    d. HRSA may intervene to ensure that the default is eliminated by the Lessee or another recipient named by HRSA.

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e. The Lessor shall accept payment of money or performance of any other obligation by the HRSA's designee, for the Lessee, as if such payment of money or performance had been made by the Lessee.

f. In the event that the Lessee defaults, the grant is terminated, or the Lessee vacates the property before the end of the lease term, HRSA shall have the right to designate a replacement for the Lessee for the balance of the lease term, subject to approval by the Lessor, which will not be withheld except for good reason.

21. ENTIRE AGREEMENT: This lease incorporates the entire agreement of the parties.

22. NO WAIVER: The failure on the party of either party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any other right. The remedied provide herein are cumulative or not exclusive of any remedies provided by law or in equity.

23. COMPLICANCE WITH ALL LAWS: The parties agree to comply with all applicable federal, state and local statues, ordinances, rules and regulations which may pertain or apply to the leased lands and use thereof, including, but not limited to Gateway Community Health Center, Inc., for which the leased premises are used by Lessee.

24. SERVERABILITY: In the event any portion of this Lease is deemed illegal, invalid, or unenforceable, then the remainder of this Lease shall not in any way be affected thereby and may be enforced to the greatest extent permitted by applicable law.

SIGNED, IN DUPLICATE ORGINALS, ON THE THIS ____DAY OF _____, 2022.

LESSOR: CITY OF LAREDO

By: _____
Samuel Keith Selman
Interim City Manager

LESSEE: Gateway Community Health Center, Inc

By: _____

Print Name_____

Title_____

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CITY SECRETARY

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

APPROVED AS TO FORM:
Doanh “Zone” T. Nguyen
City Attorney

By: _____
David Arredondo
Assistant City Attorney

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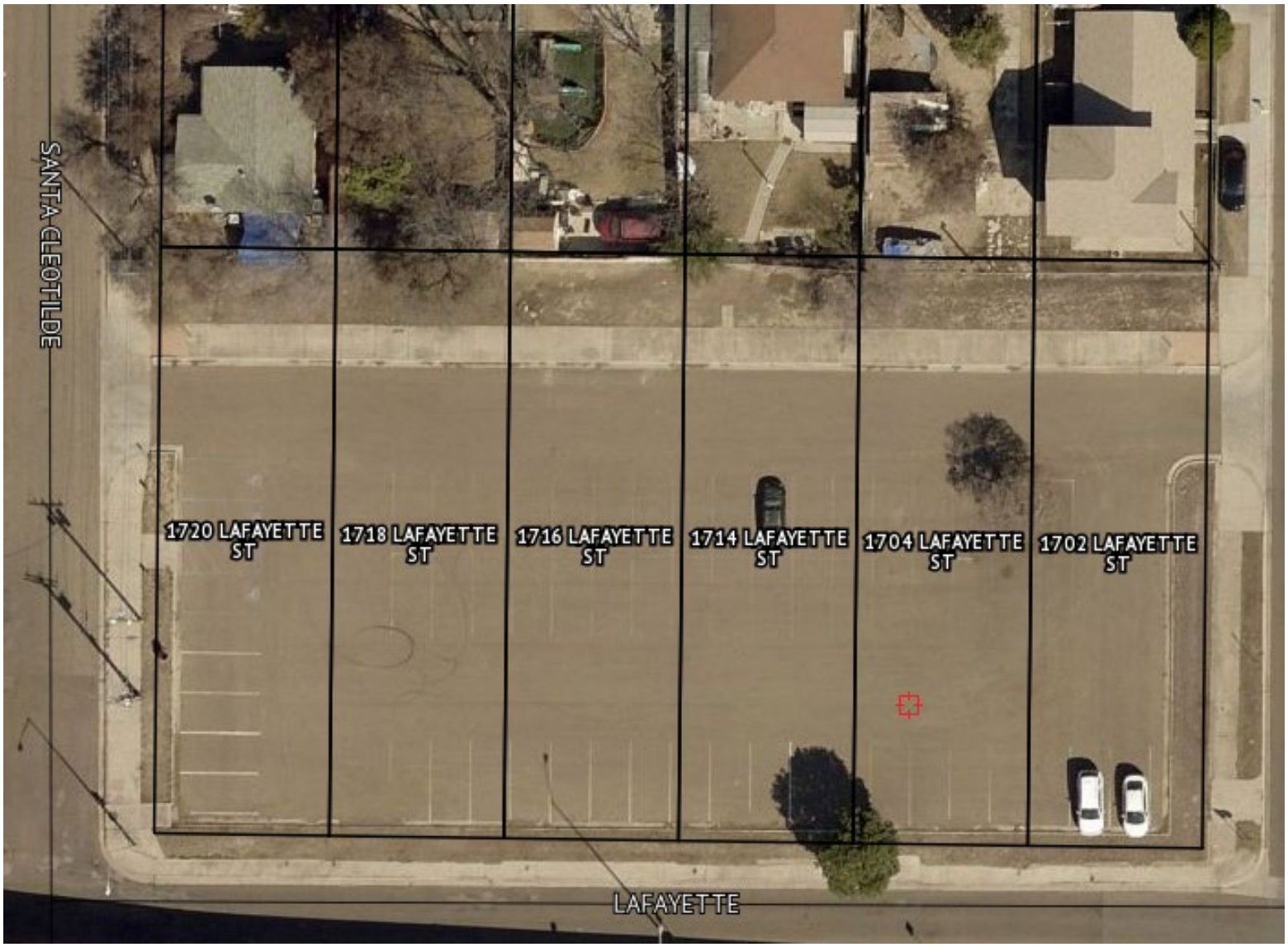
SANTA CLEOTILDE
1720 LAFAYETTE ST
1718 LAFAYETTE ST
1716 LAFAYETTE ST
1714 LAFAYETTE ST
1704 LAFAYETTE ST
1702 LAFAYETTE ST
LAFAYETTE

Second Reading 18.

City Council-Regular

Meeting Date: 07/18/2022

Initiated By: Riazul Mia, Assistant City Manager

Initiated By: John Porter, Environmental and Solid Waste Services Director

Staff Source: John Porter, Environmental and Solid Waste Services Director

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SUBJECT

Second Reading authorizing the Interim City Manager to grant a non-exclusive franchise to Laredo A's Trash Rentals to use the present and future streets, avenues, alleys, roads, highways, sidewalks, easements and other public right-of-ways of the City of Laredo, Texas for purposes of constructing, maintaining and operating a commercial container refuse gathering and disposing service, setting forth terms and conditions to govern the franchise, providing a severability clause, a savings clause and effective date. All waste hauling businesses operating within the city limits are required to secure a Franchise Agreement with the City of Laredo for use of public streets.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

Council pass introductory ordinance on 6/21/2022.

BACKGROUND

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

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends second reading of this ordinance.

Fiscal Impact

Fiscal Year: 2022

Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:
Franchise will pay 4% of gross revenues on a quarterly basis to general fund account 101-0000-381-1220

Attachments

Ordinance

ORDINANCE NO. 2022-O-XXX

AUTHORIZING THE INTERIM CITY MANAGER TO GRANT A NON-EXCLUSIVE FRANCHISE TO LAREDO A'S TRASH RENTALS TO USE THE PRESENT AND FUTURE STREETS, AVENUES, ALLEYS, ROADS, HIGHWAYS, SIDEWALKS, EASEMENTS AND OTHER PUBLIC RIGHT-OF-WAYS OF THE CITY OF LAREDO, TEXAS FOR PURPOSES OF CONSTRUCTING, MAINTAINING AND OPERATING A COMMERCIAL CONTAINER REFUSE GATHERING AND DISPOSING SERVICE, SETTING FORTH TERMS AND CONDITIONS TO GOVERN THE FRANCHISE; PROVIDING A SEVERABILITY CLAUSE, A SAVINGS CLAUSE AND AN EFFECTIVE DATE. ALL WASTE HAULING BUSINESSES OPERATING WITHIN THE CITY LIMITS ARE REQUIRED TO SECURE A FRANCHISE AGREEMENT WITH THE CITY OF LAREDO FOR USE OF PUBLIC STREETS.

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

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

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

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

WHEREAS, Laredo A's Trash Rentals is engaged in the business of collection and transportation of solid waste within the City and has requested a franchise to use the City's rights-of-way; and

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

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

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

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

Section II. The terms and conditions of the Non-Exclusive Franchise Agreement under which Laredo A's Trash Rentals shall be granted the non-exclusive rights to provide solid waste collection and

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

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

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

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

Section VI. The City Secretary, or his designee, is directed to publish the full text of this Ordinance at the expense of prospective franchise holder, Laredo A's Trash Rentals., in a newspaper of general circulation within five (5) days following each of the readings thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF_____2022.

_____
PETE SAENZ,
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DAVID ARREDONDO, JR
ASSISTANT CITY ATTORNEY

NON-EXCLUSIVE FRANCHISE AGREEMENT

STATE OF TEXAS §

COUNTY OF WEBB §

This Non-Exclusive Franchise Agreement ("Agreement") is entered into on this __ day of _____ between the City of Laredo, a home rule municipal corporation, (hereinafter "GRANTOR") and Laredo A's Trash Rentals a Texas limited liability company with its principal place of business in Laredo, Texas (hereinafter "GRANTEE"), both acting by and through their duly authorized agents and representatives.

RECITALS

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

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

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

I. FRANCHISE GRANT

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

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

II. TERM

The franchise herein granted shall take effect upon the expiration of sixty (60) days following the date of final adoption. Prior to becoming effective, the franchise must be accepted by the GRANTEE in writing who must have filed it with the City Secretary of the City of Laredo within five (5) days after final adoption of this ordinance. If the GRANTEE shall faithfully comply with all the terms and faithfully perform all of the duties and obligations, and faithfully observe and recognize all the limitations and regulations contained in this ordinance and in the valid ordinances of this City relating to the conduct of GRANTEE's business adopted hereunder or under the police powers of the City, then the rights, franchise and privileges herein granted shall be for a term of Ten (10) years ending at midnight on the_____day of_____, 2032.

III. FRANCHISE FEE

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

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

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

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

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

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

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

IV. SERVICE RATES

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

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

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

Roll Off Services:

Container Setup		**Per Pick-up**	**Monthly**	**Per Ton**	**Per Ton**
Size	**Fee**	**Fee**	**Rate**	**Charge**	**Roofing**
30 Yards	$0	$150.00	$125.00	$31.50	$40.00

Plus all applicable taxes

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

V. SERVICE AREA

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

VI. REQUESTS FOR SERVICE

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

VII. RECORDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VIII. PLACEMENT OF CONTAINERS

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

IX. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS

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

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

X. INDEMNIFICATION

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

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

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

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

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

XI. INSURANCE

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

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

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

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

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

XII. SERVICE STANDARD AND EQUIPMENT

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

XIII. LANDFILL FACILITIES

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

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

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

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

XIV. ASSIGNMENT

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

XV. NOTICES

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

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

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

GRANTEE: **Laredo A's Trash Rentals**
c/o Lariza I. Alvarez
475 El Pico Rd.
Laredo, TX. 78045

XVI. OFFICE

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

XVI. INTERRUPTION OF SERVICE

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

XVII. DEFAULT AND TERMINATION

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

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

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

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

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

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

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

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

XVIII. LIQUIDATED DAMAGES

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

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

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

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

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

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

XIX. VENUE

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

XX. SEVERABILITY

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

XXI. CAPTIONS

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

XXII. NON-WAIVER

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

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

XXIII. SAVINGS CLAUSE

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

XXIV. WRITTEN AMENDMENT

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

XXV. EFFECTIVE DATE

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

ACCEPTED AND AGREED TO ON BEHALF OF Laredo A's Trash Rentals

By: _____

Lariza I. Alvarez
Printed Name of Officer or Authorized Person:
Title:_____
(Capacity of Signer)

Dated this___day of_____, 2022.

STATE OF TEXAS §
§
COUNTY OF WEBB §

I, Jose A. Valdez, Jr. City Secretary of the City of Laredo, Texas, hereby certify that the above and foregoing acceptance was received and filed in the office of the City Secretary of the City of Laredo on the_____day of 2022.

EXECUTED under my hand and official seal of the City of Laredo in the said City this _____day of_____, 2022.

_____
Jose A. Valdez, Jr.
City Secretary

(SEAL)

_____

Samuel Keith Selman
Interim City Manager

APPROVED AS TO FORM:

_____
David Arredondo, Jr,
Assistant City Attorney

Exhibit A

Roll Off Services:

Container Setup		Per Pick-up	Monthly	Per Ton	Per Ton
Size	**Fee**	**Fee**	**Rate**	**Charge**	**Roofing**
30 Yards	$0	$150.00	$125.00	$31.50	$40.00

Plus all applicable taxes

City Council-Regular
Meeting Date: 07/18/2022
Initiated By: Riazul Mia, Assistant City Manager
Initiated By: Erik Chavez and Marlen Salazar, Owner/Applicant

Staff Source: Orlando D. Navarro, Planning Director

SUBJECT

2022-O-096 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 1, Block 13, Los Presidentes, Unit 2, located at 1816 Avenida Los Presidentes, from R-1 (Single Family Residential Use) to R-2 (Multi-family Residential Use).

ZC-047-2022
District I

PREVIOUS COUNCIL ACTION

This item was introduced at the City Council meeting of June 21, 2022.

BACKGROUND

Council District: I - Cm. Rudy Gonzalez, Jr.

Proposed use: Duplex

Site: The site is currently vacant undeveloped land.

Surrounding land uses: To the north of the site is vacant undeveloped land, single family residential use, and Alicia Ruiz Elementary School. To the east of the site is Avenida Los Presidentes, single family residential use, and Pine Street. To the south of the site is Pine Street, Avenida Los Presidentes, The Crayon Company Learning Center, and single family residential use. To the west of the site is Pine Street and single family residential use.

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

Transportation Plan: The Long Range Thoroughfare Plan identifies Avenida Los Presidentes as a Major Collector and identifies Pir Street as a Collector.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

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

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a 3 to 2 vote recommended **approval** of the zone change.

STAFF RECOMMENDATION

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

1. While the proposed zone change is not in conformance with the Comprehensive Plan's designation as Low Density Residential, this is not anticipated to have a negative impact in the surrounding area or neighborhood.
2. The property complies with the R-2 zoning minimum lot area requirements of 4,600 square feet as per the Laredo Land Development Code, Section 24.77.1, Dimensional Standards. The property lot area is approximately 9,684.92 square feet.
3. The property also complies with the minimum requirements of 6,000 square feet lot area for a duplex as per the Laredo Land Development Code, Section 24.77.1, Dimensional Standards. As mentioned, the property lot area is approximately 9,684.92 square feet.

Staff **supports** the application.

R-2. The purpose of the R-2 (Multi-Family Residential District) is to provide an area for higher density residential uses 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 is a B-1 zoning use across Pine Street.

Would this change create an isolated zoning district unrelated to surrounding districts?
No. There are higher intensity uses, such as B-1 and R-3 within the vicinity of the site.

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

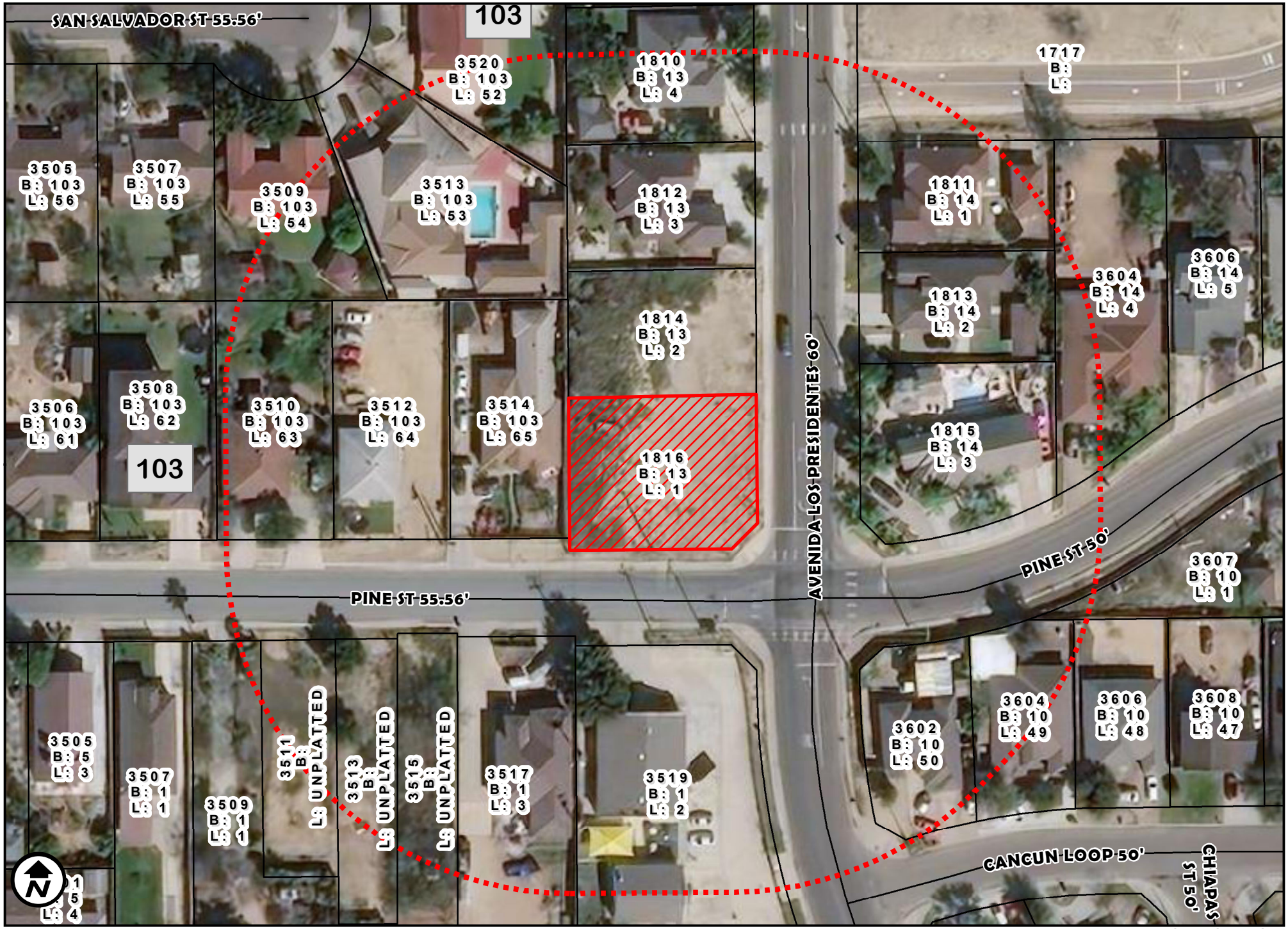
Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The existing R-1 zone does not allow for a duplex as intended by the applicant.

Fiscal Impact

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

Attachments

Maps
Ordinance



AERIAL MAP

1 inch = 72 feet

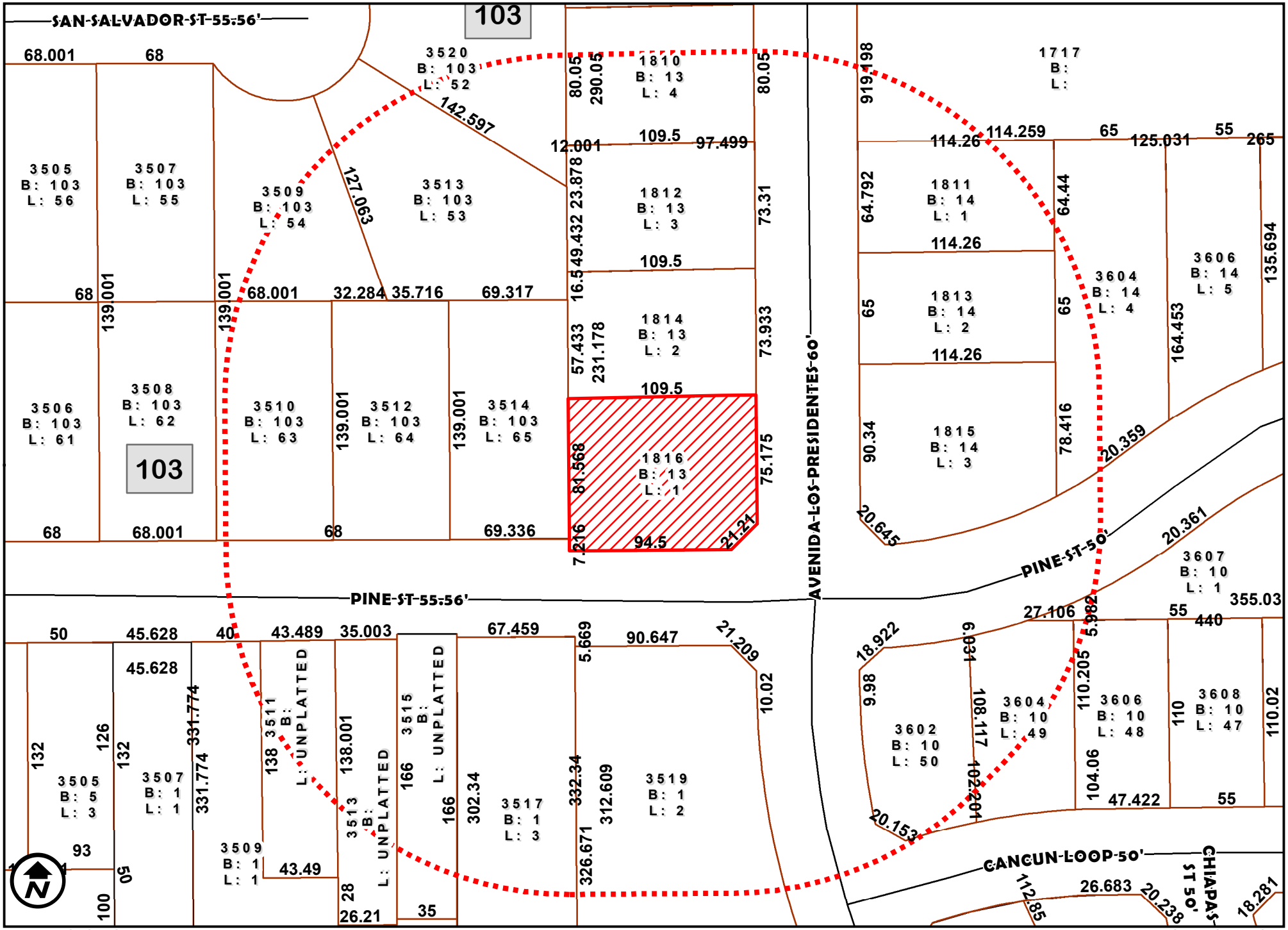
ZC-47-2022

COUNCIL DISTRICT 1

1816 LOS PRESIDENTES AVENUE

APPLICATION FOR

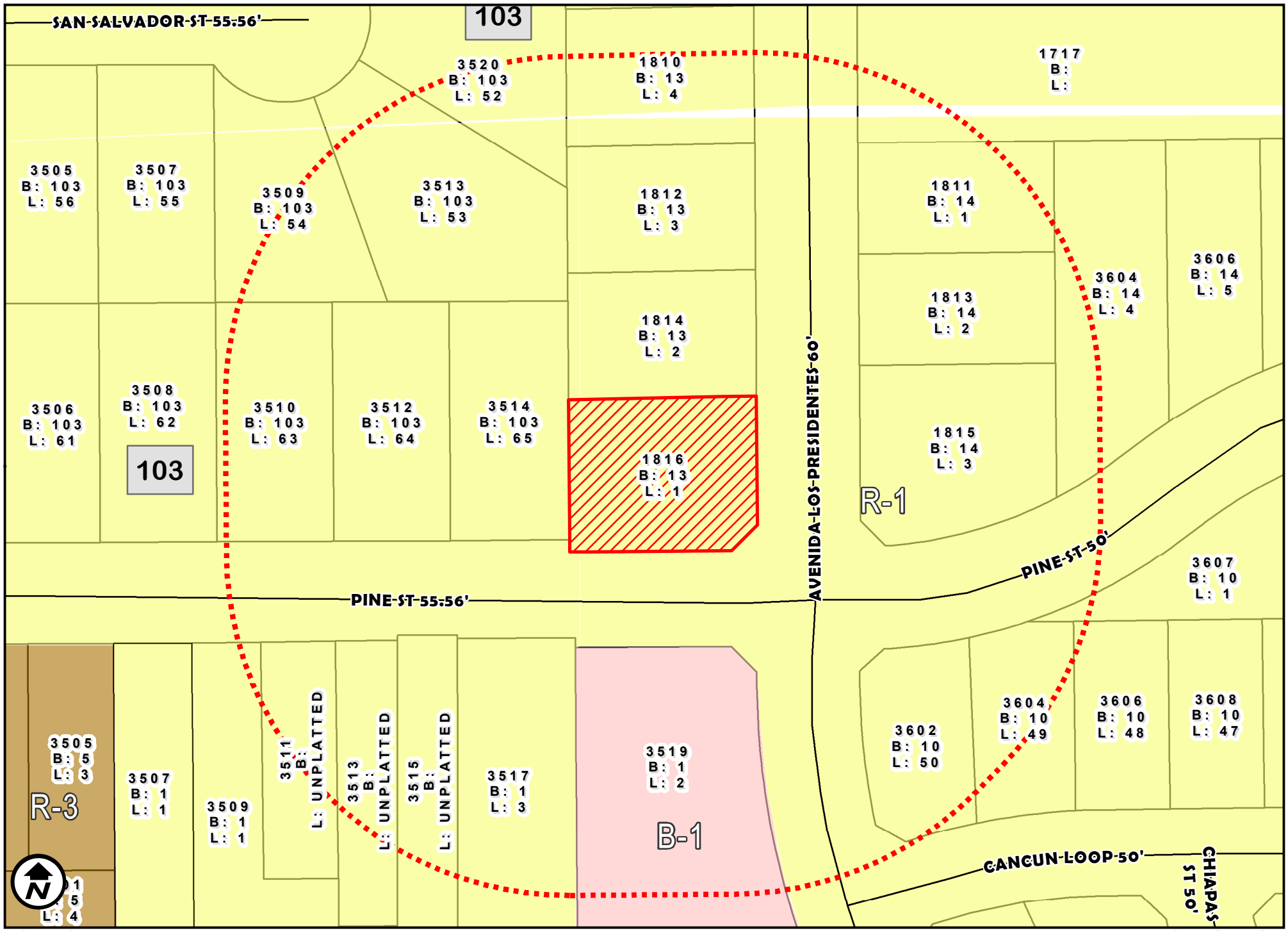
R1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO R2 (MULTI-FAMILY DISTRICT)



DIMENSIONS MAP
1 inch = 72 feet

ZC-47-2022
COUNCIL DISTRICT 1
1816 LOS PRESIDENTES AVENUE

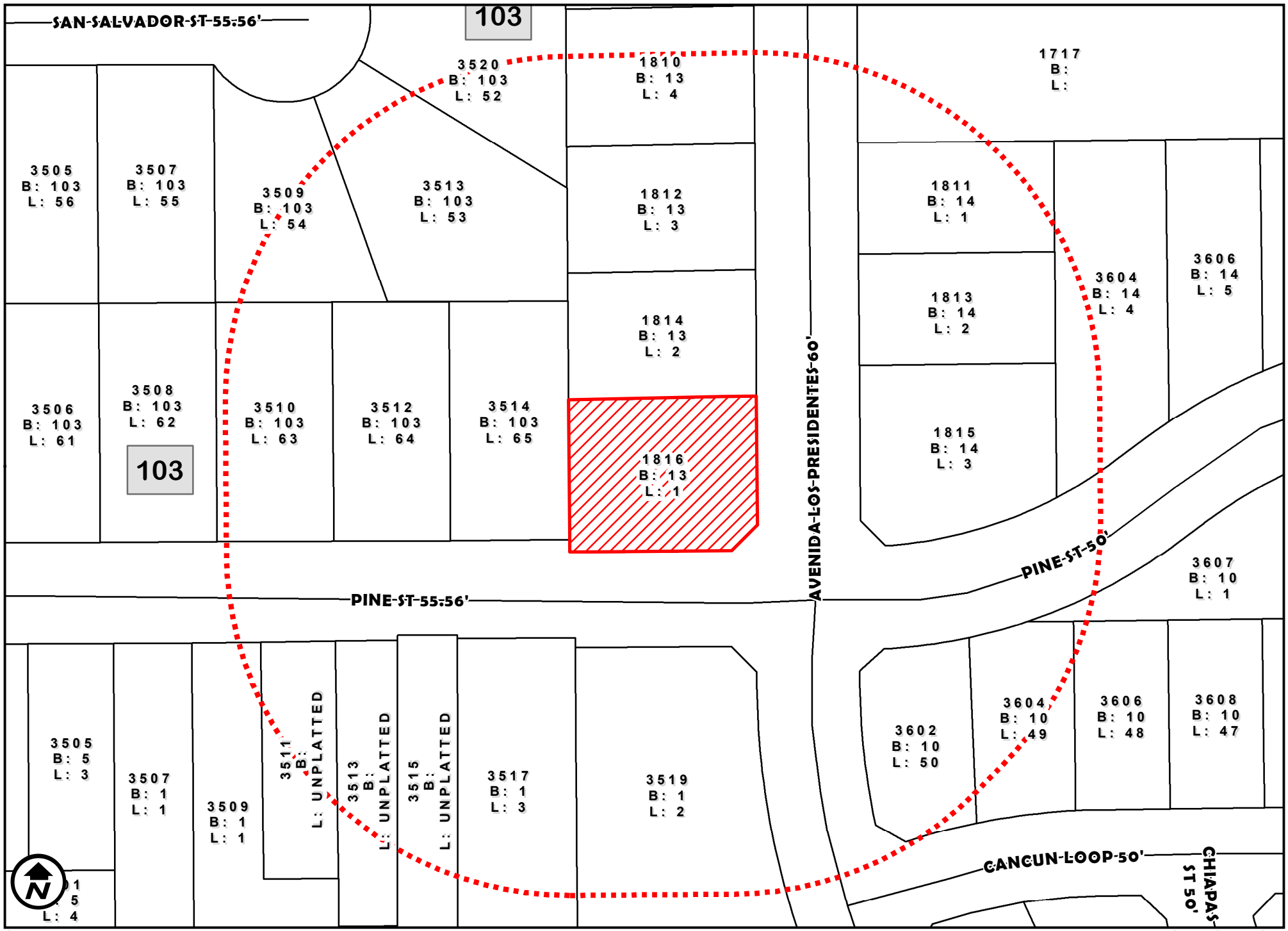
APPLICATION FOR
R1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
R2 (MULTI-FAMILY DISTRICT)



ZONING MAP
1 inch = 72 feet

ZC-47-2022
COUNCIL DISTRICT 1
1816 LOS PRESIDENTES AVENUE

APPLICATION FOR
R1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO R2 (MULTI-FAMILY DISTRICT)



SURVEY MAP

1 inch = 72 feet

ZC-47-2022

COUNCIL DISTRICT 1

1816 LOS PRESIDENTES AVENUE

APPLICATION FOR

R1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO R2 (MULTI-FAMILY DISTRICT)

ZONING OVERVIEW

1 inch = 143 feet

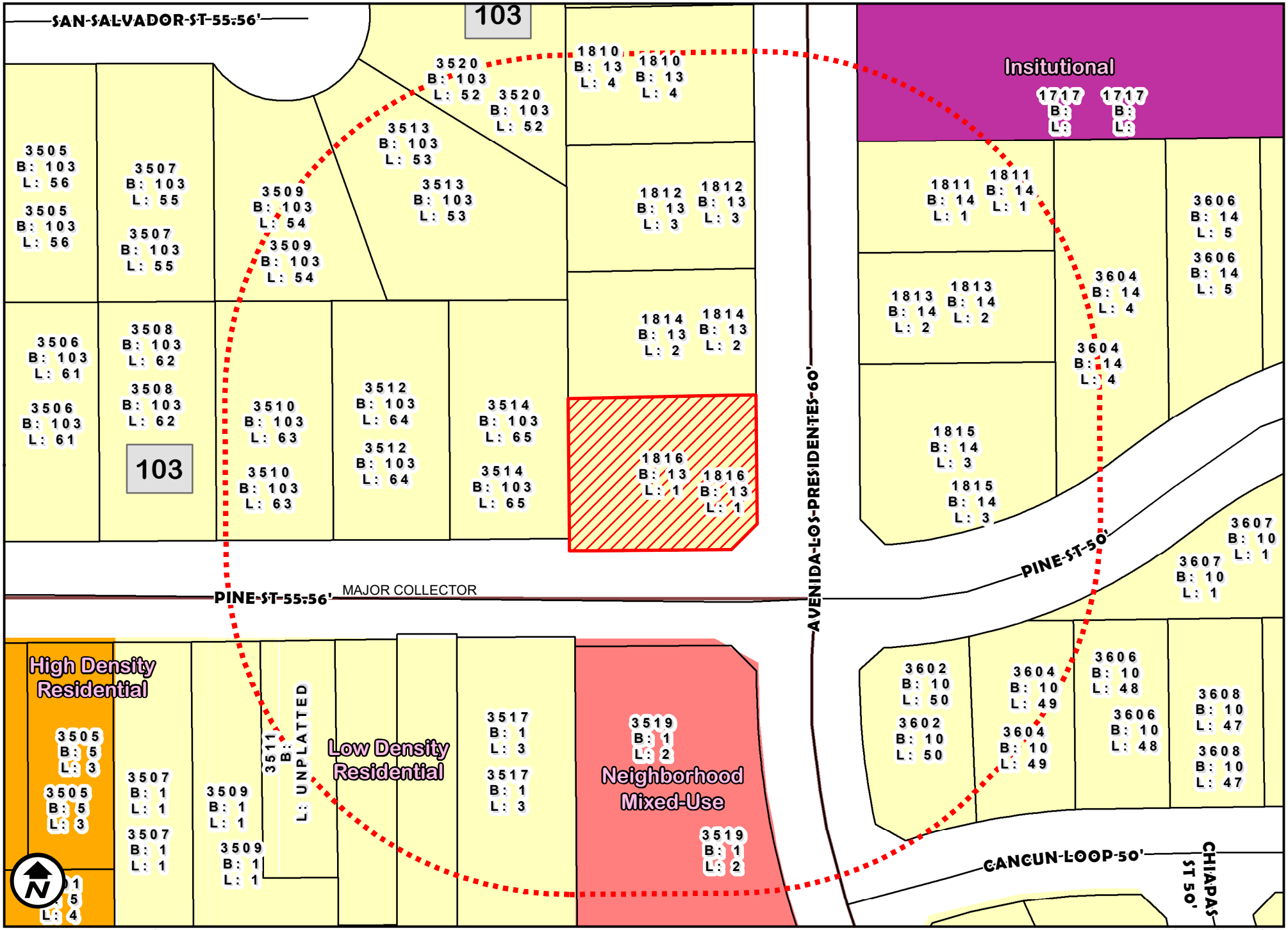
ZC-47-2022

COUNCIL DISTRICT 1

1816 LOS PRESIDENTES AVENUE

APPLICATION FOR

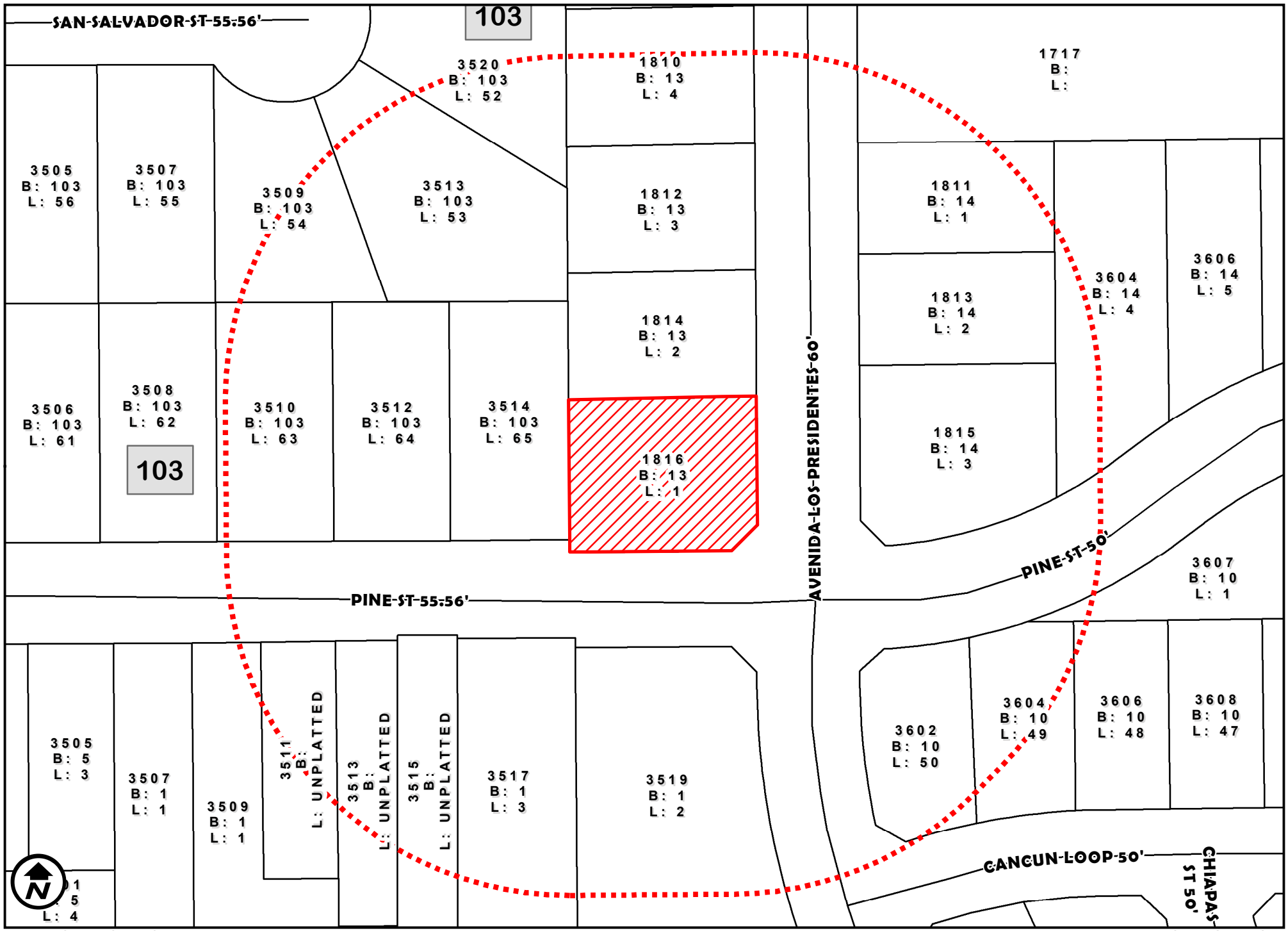
R1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO R2 (MULTI-FAMILY DISTRICT)



FUTURE LANDUSE
1 inch = 72 feet

ZC-47-2022
COUNCIL DISTRICT 1
1816 LOS PRESIDENTES AVENUE

APPLICATION FOR
R1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO R2 (MULTI-FAMILY DISTRICT)



200' NOTIFICATION
1 inch = 72 feet

ZC-47-2022
COUNCIL DISTRICT 1
1816 LOS PRESIDENTES AVENUE

APPLICATION FOR
R1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO R2 (MULTI-FAMILY DISTRICT)

ORDINANCE NO. 2022-O-096

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING OF LOT 1, BLOCK 13, LOS PRESIDENTES, UNIT 2, LOCATED AT 1816 AVENIDA LOS PRESIDENTES, FROM R-1 (SINGLE FAMILY RESIDENTIAL USE) TO R-2 (MULTIFAMILY RESIDENTIAL USE) PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of Lot 1, Block 13, Los Presidentes, Unit 2, located at 1816 Avenida Los Presidentes, from R-1 (Single Family Residential Use) to R-2 (Multifamily Residential Use) 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 2, 2022, 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 21, 2022 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo is hereby amended by rezoning of Lot 1, Block 13, Los Presidentes, Unit 2, located at 1816 Avenida Los Presidentes, from R-1 (Single Family Residential Use) to R-2 (Multifamily Residential Use).

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 _____, 2022.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ
CITY SECRETARY

APPROVED AS TO FORM:

_____
DAVID H. ARREDONDO
ASSISTANT CITY ATTORNEY

Final Reading of Ordinances 20.

City Council-Regular

Meeting Date: 07/18/2022

Initiated By: Riazul Mia, Assistant City Manager

Initiated By: HFK Development, LLC, Owner; Porras Nance Engineering, Applicant/Representative

Staff Source: Orlando D. Navarro, Planning Director

SUBJECT

2022-O-097 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning an approximately 9.89 acre tract of land, situated in Survey 2149, Abstract 594, R.H. Rains, Original Grantee, within the limit of the City of Laredo, in Webb County, Texas, said 9.89 acre tract being out and part of that certain 358.54 acre tract, as described in Volume 3801, pages 143-147 of the Webb County Deed Records, Webb County Texas, located west of Corrada Drive and north of Pita Mangana Road, from R-1 (Single Family Residential District) to R-1A (Single Family Reduced Area District).

ZC-050-2022
District I

PREVIOUS COUNCIL ACTION

This item was introduced at the City Council meeting of June 21, 2022.

BACKGROUND

Council District: I - Cm. Rudy Gonzalez, Jr.

Proposed use: Residential

Site: The site is currently vacant undeveloped land.

Surrounding land uses: To the north of the site is predominantly vacant undeveloped land, single family reduced area use, and some single family manufactured housing use. To the east of site is primarily single family reduced area use. To the south of the site is predominantly vacant undeveloped land, Centeno Elementary School, La Pita Mangana Road, and single family reduced area use. To the west of the site is vacant undeveloped land.

Comprehensive Plan: The Future Land Use Map recognizes this area as Low Density Residential.
https://www.cityoflaredo.com/Planning/assets/viva-laredo---city-of-laredo-comprehensive-plan.pdf#page=39

Transportation Plan: The Long Range Thoroughfare Plan does not identify Corrada Drive, but identifies La Pita Mangana Road as a Minor Arterial.
https://www.cityoflaredo.com/Maps/GIS_MAPS/maps/Thoroughfare.pdf

Letters sent to surrounding property owners: 33 **In Favor:** 0 **Opposed:** 0

COMMITTEE RECOMMENDATION

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

STAFF RECOMMENDATION

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

1. The proposed zone change is in conformance with the Comprehensive Plan's designation as Low Density Residential (R-1, R-1-MH, R-1A, R-1B, R-S, B-1R, and R-O with exceptions*), which allows for R-1A zoning district.
2. To the north and east of the site abuts a large area of single family reduced area uses.
3. The proposed zone change is not anticipated to adversely impact the conditions in the surrounding properties or neighborhood.

Staff **supports** the application.

R-1A. The purpose of the R1-A (Single Family Reduced Area District) is to provide for residential uses and those public uses normally considered an integral part of the residential neighborhood they serve. In addition, this district provides for the subdivision of single family residential lots with a minimum of 4500 square feet

Is this change contrary to the established land use pattern?
No, the site abuts a large area of R-1A to the north and east.

Would this change create an isolated zoning district unrelated to surrounding districts?
No, the site abuts large areas of R-1A to the north and east.

Will change adversely influence living conditions in the neighborhood?
No, there are similar uses within the vicinity of the site.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes, the existing R-1 zone does not allow for the specific residential type use intended by the applicant.

Fiscal Impact

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

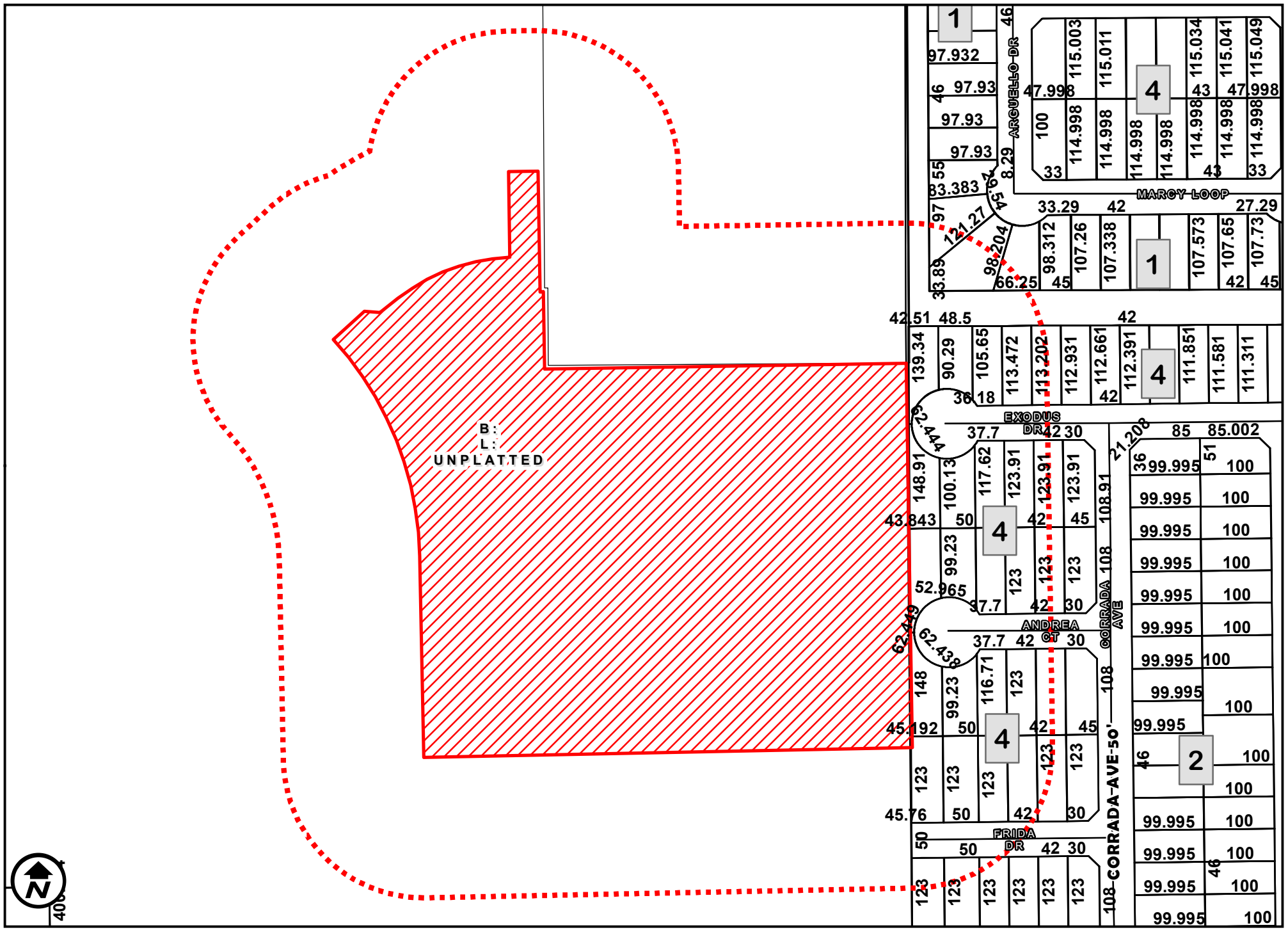
Attachments

Maps
Survey
Ordinance

AERIAL MAP
1 inch = 175 feet

ZC-50-2022
COUNCIL DISTRICT 1
WEST OF CORRADA AVENUE AND NORTH OF PITA MANGANA ROAD.

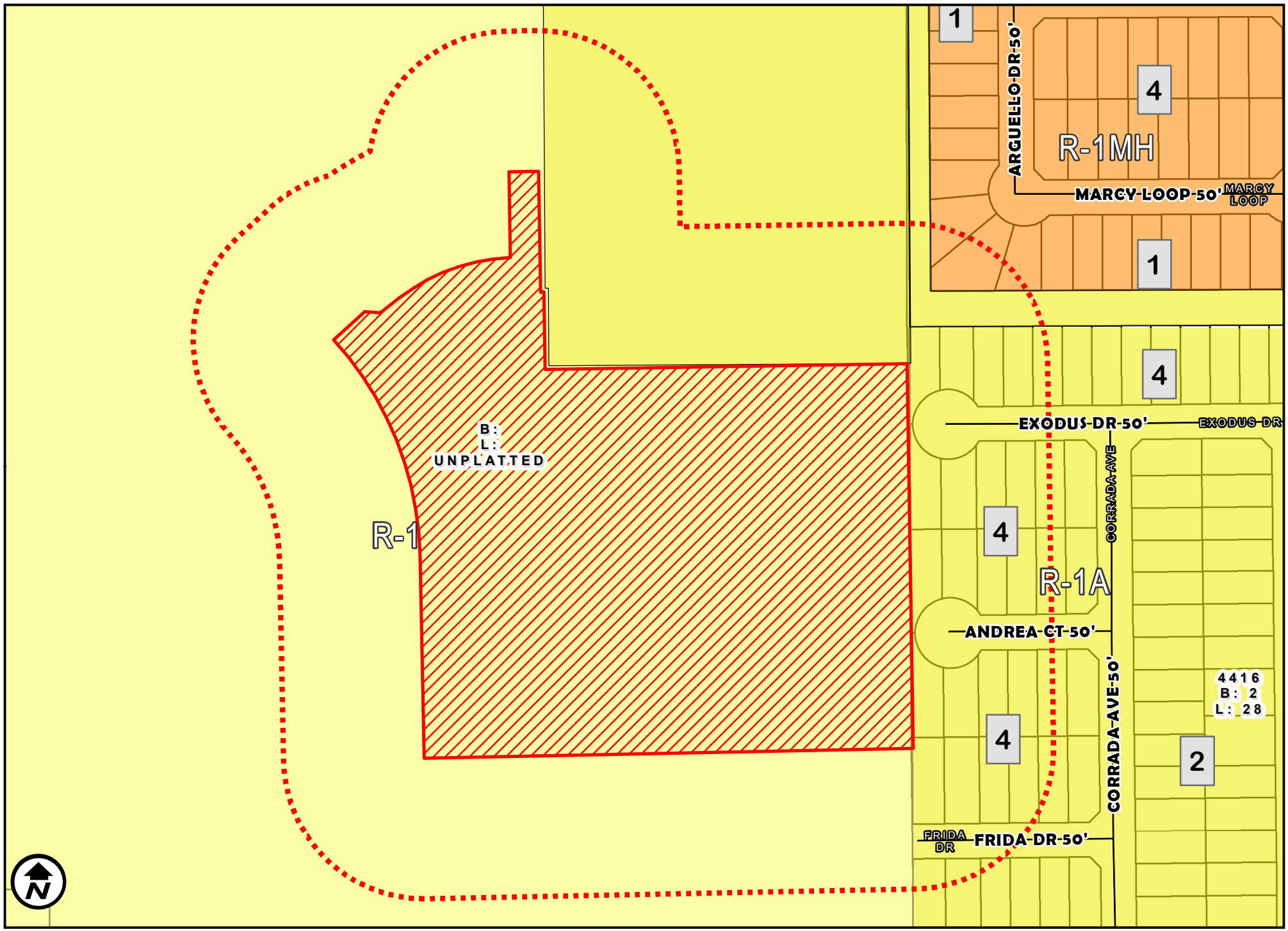
APPLICATION FOR
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)



DIMENSIONS MAP
1 inch = 175 feet

ZC-50-2022
COUNCIL DISTRICT 1
WEST OF CORRADA AVENUE AND NORTH OF PITA MANGANA ROAD.

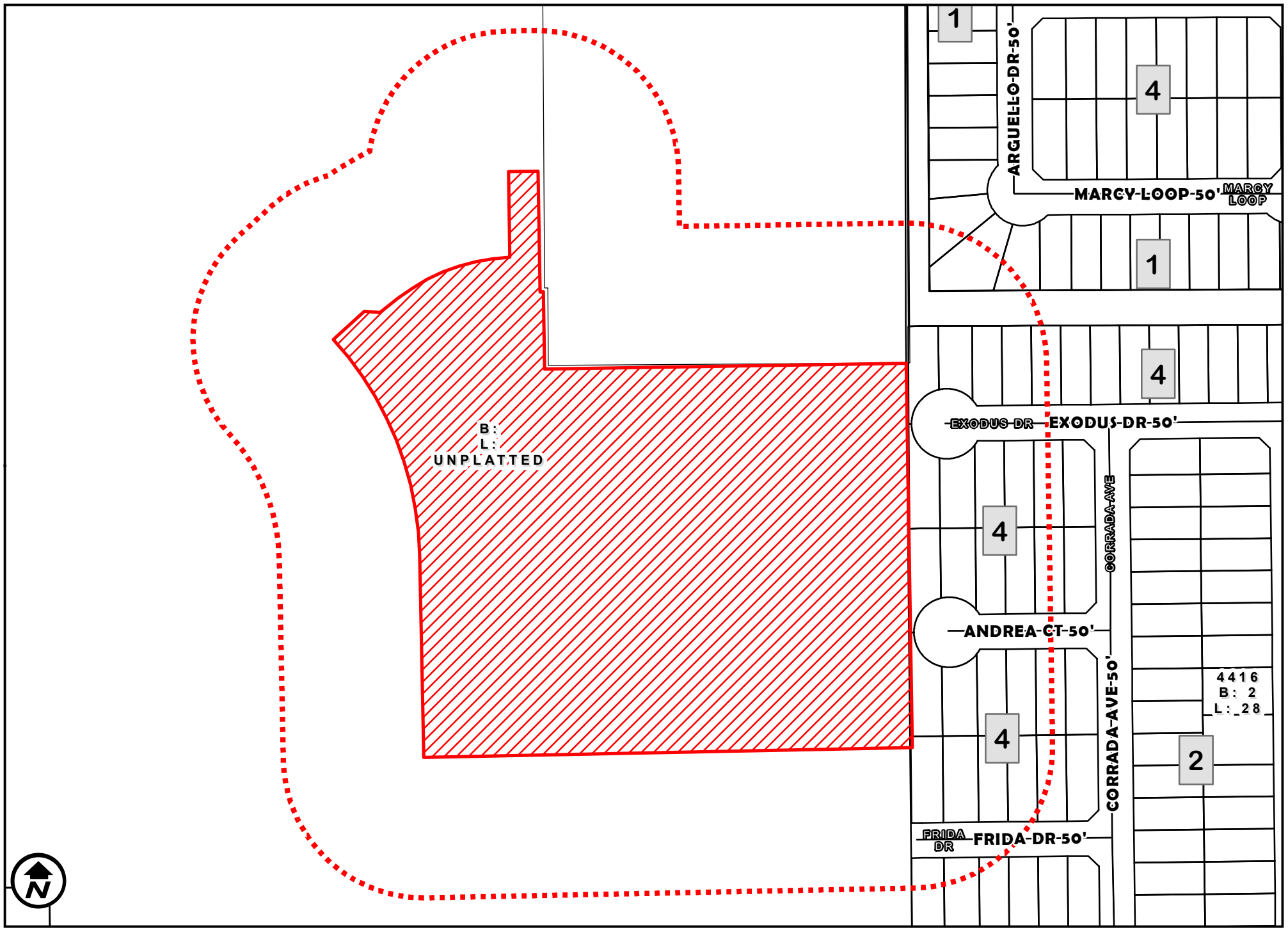
APPLICATION FOR
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)



ZONING MAP
1 inch = 175 feet

ZC-50-2022
COUNCIL DISTRICT 1
WEST OF CORRADA AVENUE AND NORTH OF PITA MANGANA ROAD.

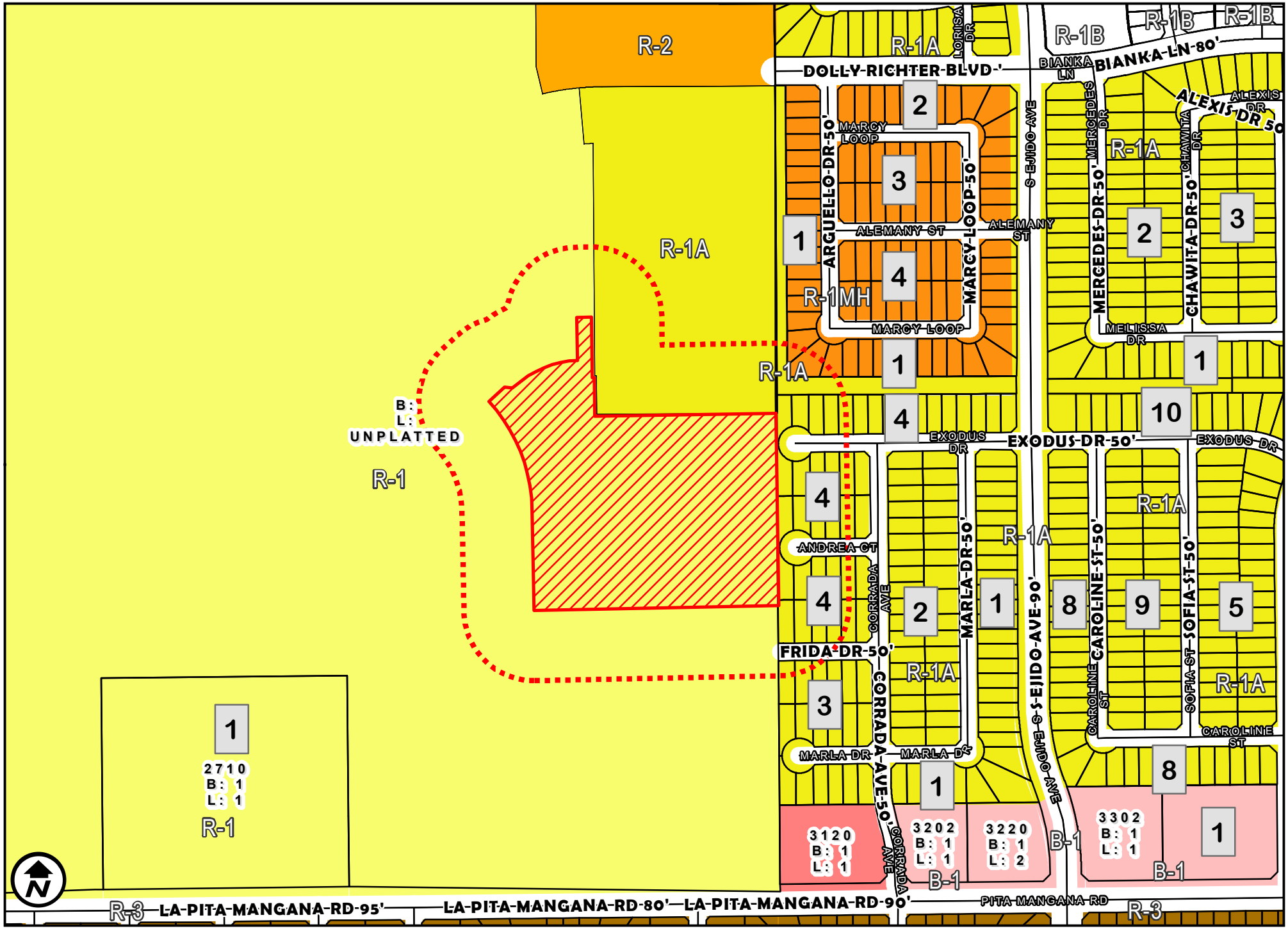
APPLICATION FOR
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)



SURVEY MAP
1 inch = 175 feet

ZC-50-2022
COUNCIL DISTRICT 1
WEST OF CORRADA AVENUE AND NORTH OF PITA MANGANA ROAD.

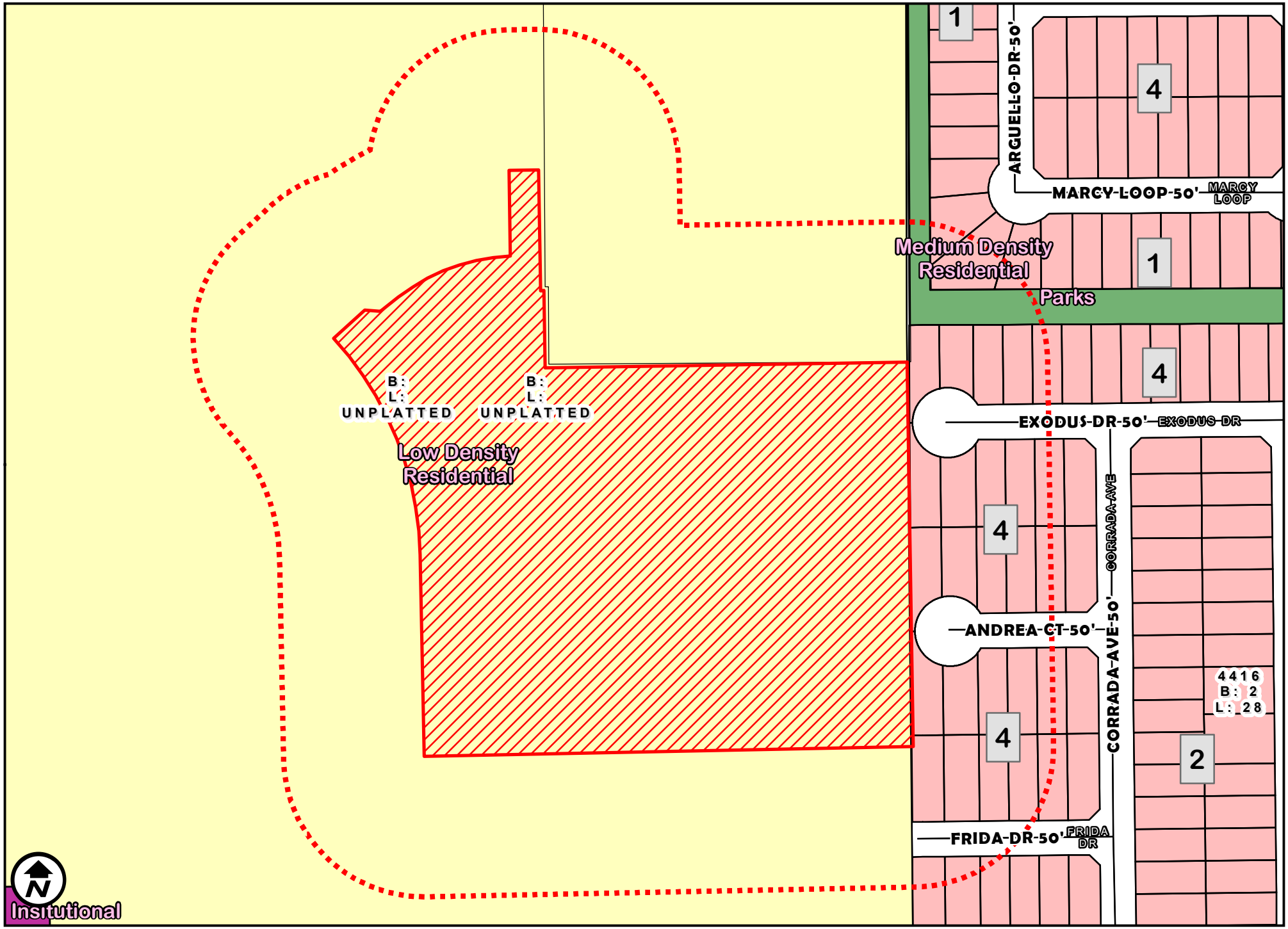
APPLICATION FOR
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)



ZONING OVERVIEW
1 inch = 350 feet

ZC-50-2022
COUNCIL DISTRICT 1
WEST OF CORRADA AVENUE AND NORTH OF PITA MANGANA ROAD.

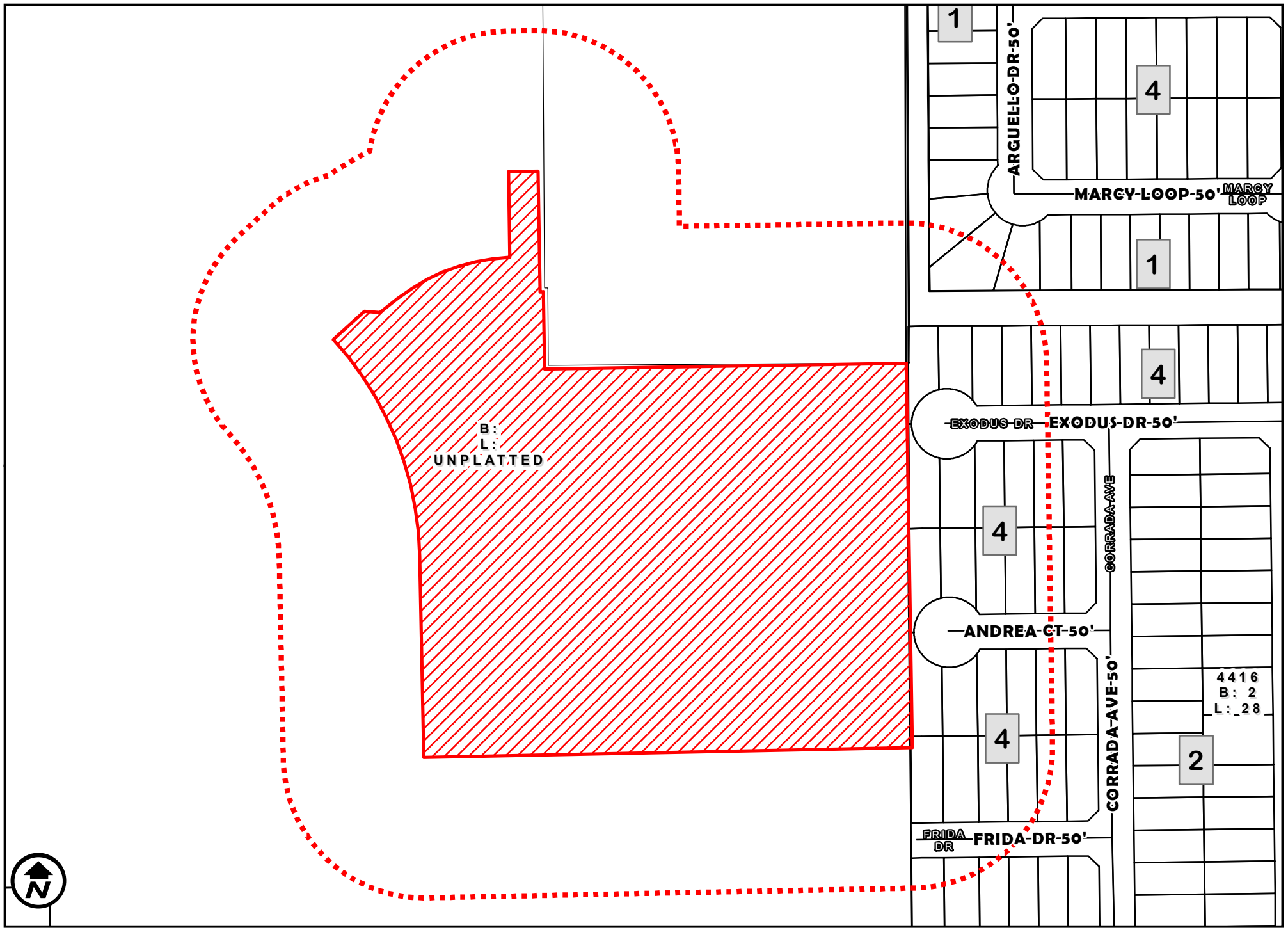
APPLICATION FOR
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)



FUTURE LANDUSE
1 inch = 175 feet

ZC-50-2022
COUNCIL DISTRICT 1
WEST OF CORRADA AVENUE AND NORTH OF PITA MANGANA ROAD.

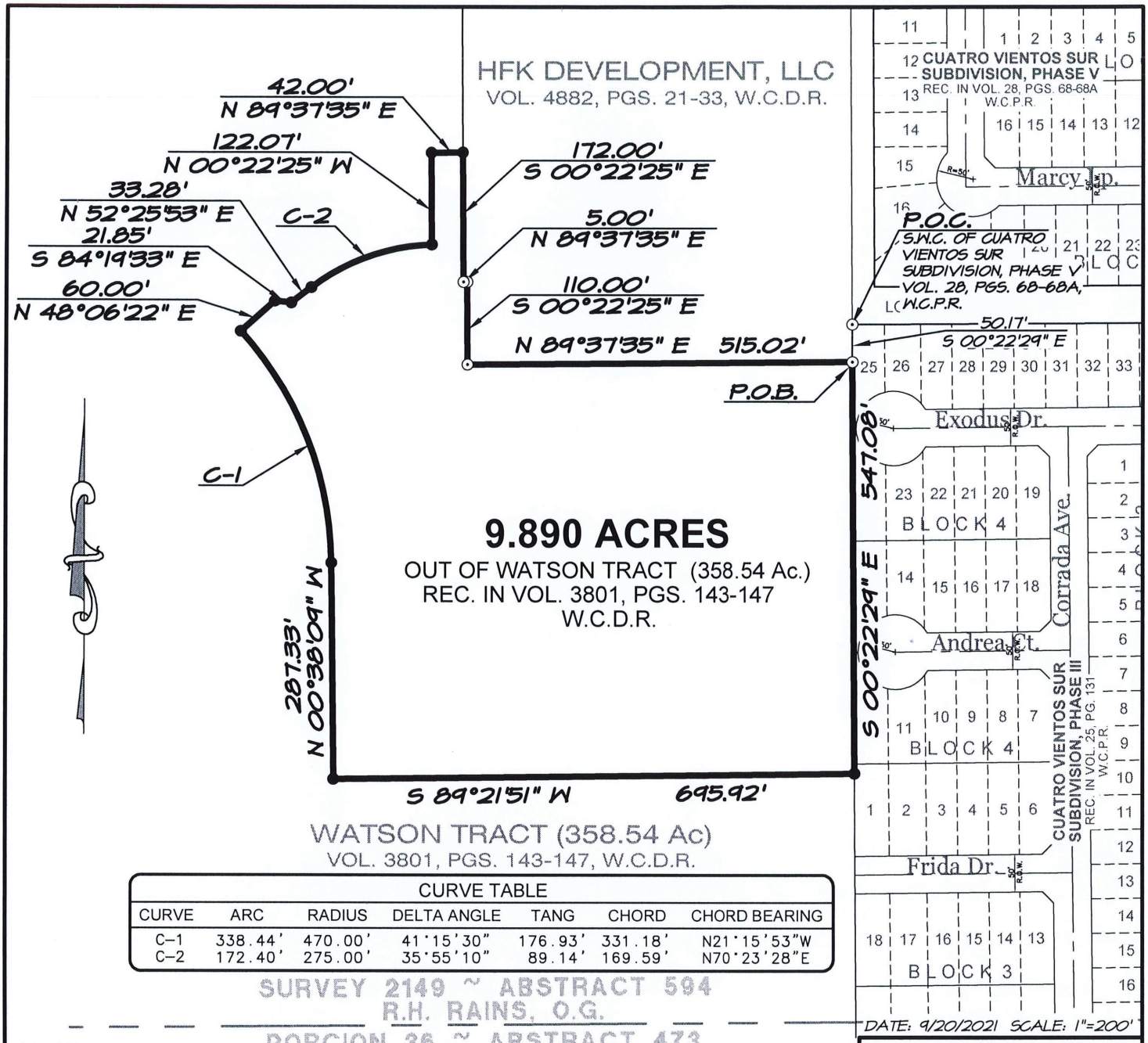
APPLICATION FOR
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)



200' NOTIFICATION
1 inch = 175 feet

ZC-50-2022
COUNCIL DISTRICT 1
WEST OF CORRADA AVENUE AND NORTH OF PITA MANGANA ROAD.

APPLICATION FOR
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)



CURVE TABLE						
CURVE	ARC	RADIUS	DELTA ANGLE	TANG	CHORD	CHORD BEARING
C-1	338.44'	470.00'	41°15'30"	176.93'	331.18'	N21°15'53"W
C-2	172.40'	275.00'	35°55'10"	89.14'	169.59'	N70°23'28"E

LEGEND:

●	SET ½" IRON ROD
⊙	FOUND ½" IRON ROD
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
W.C.P.R.	WEBB COUNTY PLAT RECORDS
W.C.D.R.	WEBB COUNTY DEED RECORDS
R.O.W.	RIGHT-OF-WAY
OHE	OVERHEAD ELECTRIC LINES

GRAPHIC SCALE IN FEET

100 0 100 200

NOTES:

1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
2. THIS PROPERTY IS LOCATED IN ZONE "X" AREA WHICH IS NOT WITHIN THE 100-YR FLOOD PLAIN ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NO. 48479C1380C, DATED: APRIL 2, 2008.

BASIS OF BEARINGS, DISTANCES & COORDINATES:

GPS NAD 83, TEXAS STATE PLANE, 4205, SOUTH ZONE

STATE OF TEXAS
REGISTERED
WAYNE NANCE
6235
PROFESSIONAL
LAND SURVEYOR

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND THIS 23RD DAY OF SEPTEMBER, 2021

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

BOUNDARY SURVEY OF A :
9.890 ACRES OUT OF A 358.54 ACRE TRACT AS DESCRIBED ON DEED RECORDED IN VOL. 3801, PG. 143-147 OF THE WEBB COUNTY DEED RECORDS
SURVEY 2149 ~ ABSTRACT 594
CITY OF LAREDO, WEBB COUNTY, TEXAS

PORRAS NANCE ENGINEERING
304 E. CALTON RD.
LAREDO, TEXAS 78044
TBPE F-6205
TBPLS F-10188800
OFFICE (956) 724-3097
www.porrasnance.com

9.890 ACRE TRACT
Being out and part of
Survey 2149 ~ Abstract 594 ~ R.H. Rains, Original Grantee
Within the limits of the
City of Laredo, Webb County, Texas

Being a 9.890 Acre tract of land, more or less, situated in Survey 2149, Abstract 594, R.H. Rains Original Grantee, within the limits of the City of Laredo, in Webb County, Texas, said 9.890 Acre tract being out an part of that certain 358.54 Acre tract, as described on deed recorded in Volume 3801, Pages 143-147 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 the Southwest corner of Cuatro Vientos Sur Subdivision, Phase V, as Recorded in Volume 28, Pages 68-68A of the Webb County Plat Records, THENCE South 00°22'29" East, 50.17' to a found ½" iron rod for a point on the Westerly boundary line of Cuatro Vientos Sur Subdivision, Phase III, as Recorded in Volume 25, Page 131 of the Webb County Plat Records, an exterior corner of the herein described tract and the **POINT OF BEGINNING;**

THENCE South 00°22'29" East, 547.08 Feet, along said Westerly boundary line of Cuatro Vientos Sur Subdivision, Phase III, being the East boundary line of the herein described tract, to a set ½" iron rod for the Southeast corner of this tract;

THENCE South 89°21'51" West, 695.92 Feet, along the South boundary line of the herein described tract, to a set ½" iron rod for the Southwest corner of this tract;

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

North 00°38'09" West, 287.33 feet, to a set ½" iron rod for a point of curvature to the left of this tract;

A curvilinear distance of 338.44 Feet, with said curve having the following characteristics: Central Angle=41°15'30", R=470.00 feet, CL=338.44 feet, TAN=176.93 feet, CHD=331.18 feet, CHD. Bearing = N 21°15'53" W, to a set ½" iron rod for the end of this curve and the most Westerly Northwest corner of this tract;

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

North 48°06'22" East, 60.00 feet, to a set ½" iron rod for an exterior deflection corner to the right of this tract;

South 84°19'33" East, 21.85 feet, to a set ½" iron rod for an interior deflection corner to the left of this tract;

North 52°25'53" East, 33.28 feet, to a set ½" iron rod for a point of curvature to the right of this tract;

A curvilinear distance of 172.40 Feet, with said curve having the following characteristics: Central Angle=35°55'10", R=275.00 feet, CL=172.40 feet, TAN=89.14 feet, CHD=169.59 feet, CHD. Bearing = N 70°23'28" E, to a set ½" iron rod for the end of this curve and an interior deflection corner to the left of this tract;

North 00°22'25" West, 122.07 feet, to a set ½" iron rod for an exterior deflection corner to the right of this tract;

North 89°37'35" East, 42.00 feet, to a set ½" iron rod for a point on the Westerly boundary line of HFK Development LLC Tract, as recorded in Volume 4882, Pages 21-33 of the Webb County Deed Records and an exterior deflection corner to the right of this tract;

South 00°22'25" East, 172.00 feet, continuing along said Westerly boundary line of HFK Development LLC, tract to a found ½" iron rod for an interior deflection corner to the left of this tract;

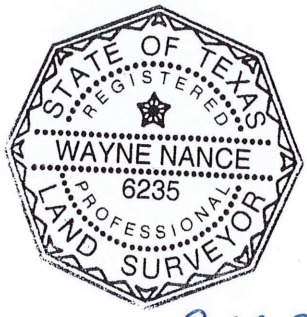
North 89°37'35" East, 5.00 feet, continuing along said Westerly boundary line of HFK Development LLC, tract to a found ½" iron rod for an exterior deflection corner to the right of this tract;

South 00°22'25" East, 110.00 feet, continuing along said Westerly boundary line of HFK Development LLC, tract to a found ½" iron rod for the Southwest corner of same HFK Development LLC Tract and an interior deflection corner to the left of this tract;

North 89°37'35" East, 515.02 feet, along the Southerly boundary line of said HFK Development LLC, tract to the Southeast corner of same tract, the Northeast corner of the herein described tract and the **POINT OF BEGINNING.**

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

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.



9.23.21

Witness my Hand and Seal

Wayne Nance, R.P.L.S

ORDINANCE NO. 2022-O-097

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING OF APPROXIMATELY 9.89 ACRE TRACT OF LAND, SITUATED IN SURVEY 2149, ABSTRACT 594, R.H. RAINS ORIGINAL GRANTEE, WITHIN THE LIMIT OF THE CITY OF LAREDO, IN WEBB COUNTY, TEXAS, SAID 9.89 ACRE TRACT BEING OUT AND PART OF THAT CERTAIN 358.54 ACRE TRACT, AS DESCRIBED IN VOLUME 3801, PAGES 143-147 OF THE WEBB COUNTY DEED RECORDS, WEBB COUNTY TEXAS, LOCATED WEST OF CORRADA DRIVE AND NORTH OF PITA MANGANA ROAD, FROM R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of approximately 9.89 acre tract of land, situated in Survey 2149, Abstract 594, R.H. Rains Original Grantee, within the limit of the City of Laredo, in Webb County, Texas, said 9.89 acre tract being out and part of that certain 358.54 acre tract, as described in Volume 3801, Pages 143-147 of the Webb County Deed Records, Webb County Texas, located west of Corrada Drive and north of Pita Mangana Road, from R-1 (Single Family Residential District) to R-1A (Single Family Reduced Area District),

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 19, 2022, 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 21, 2022 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo is hereby amended by rezoning of approximately 9.89 acre tract of land, situated in Survey 2149, Abstract 594, R.H. Rains Original Grantee, within the limit of the City of Laredo, in Webb County, Texas, said 9.89 acre tract being out and part of that certain 358.54 acre tract, as described in Volume 3801, Pages 143-147 of the Webb County Deed Records, Webb County Texas, located west of Corrada Drive and north of Pita Mangana Road, from R-1 (Single Family Residential District) to R-1A (Single Family Reduced Area District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2022.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ
CITY SECRETARY

APPROVED AS TO FORM:

_____
DAVID H. ARREDONDO
ASSISTANT CITY ATTORNEY

Final Reading of Ordinances 21.

City Council-Regular

Meeting Date: 07/18/2022

Initiated By: Riazul Mia, Assistant City Manager

Initiated By: 4V Holdings, Ltd., Owners; Porras Nance Engineering, Applicant/Representative

Staff Source: Orlando D. Navarro, Planning Director

SUBJECT

2022-O-098 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning an approximately 7.83 acre tract of land, situated in Porcion 34, Abstract 762, Jose Antonio Diaz, Original Grantee, within the limit of the City of Laredo, in Webb County, Texas, said 7.83 acre tract being out and part of 4V Holdings, Limited Tract I (148.91 acres), Tract II (8.72 acres), and Tract III (1.33 acres) as recorded in Volume 3702, pages 643-646 of the Webb County Deed Records, Webb County Texas, located east of Cuatro Vientos Road and west of Hereford Drive, from R-1A (Single Family Reduced Area District) to B4 (Highway Commercial District).

ZC-052A-2022
District I

PREVIOUS COUNCIL ACTION

This item was introduced at the City Council meeting of June 21, 2022.

BACKGROUND

Council District: I - Cm. Rudy Gonzalez, Jr.

Proposed use: Commercial - Medical Hospital

Site: The site is currently vacant undeveloped land.

Surrounding land uses: To the north of the site is vacant undeveloped land, single family reduced area uses, Wright Ranch Boulevard, and Cuatro Vientos Road. To the east of the site is primarily vacant undeveloped land, single family reduced area use, Hereford Drive, Angus Drive, and Simmental Drive. To the south of the site is predominantly vacant undeveloped land, Bluestone Creek Boulevard, Wormser Road, and Cuatro Vientos Road. To the west of the site is Cuatro Vientos Road, United South 9th Grade Campus, and some single family reduced area use.

Comprehensive Plan: The Future Land Use Map recognizes this area as Neighborhood Mixed Use and partially Medium Density Residential.
https://www.cityoflaredo.com/Planning/assets/viva-laredo---city-of-laredo-comprehensive-plan.pdf#page=39

Transportation Plan: The Long Range Thoroughfare Plan identifies Cuatro Vientos Road as an Expressway, but does not identify Bluestone Creek Boulevard and Wright Ranch Boulevard.
https://www.cityoflaredo.com/Maps/GIS_MAPS/maps/Thoroughfare.pdf

Letters sent to surrounding property owners: 45 **In Favor:** 0 **Opposed:** 0

COMMITTEE RECOMMENDATION

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

STAFF RECOMMENDATION

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

1. The proposed zone change meets the Laredo Land Development Code location requirement stating that B-4 districts should be located along Major Arterials or a Freeway. Cuatro Vientos Road is identified as an Expressway on the Thoroughfare Plan.
2. Although not in conformance with the Comprehensive Plan designation for the area as Neighborhood Mixed Use and Medium Density Residential, which excludes B-4 zoning districts on both designations, the site is near a large area of B-4 zoning to the south.
3. The property complies with the B-4 zoning lot width requirements as per Section 24.77.1 Dimensional Standards.
4. The property also complies with the B-4 zoning lot area requirements as per Section 24.77.1 Dimensional Standards.

Staff **supports** the application.

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

Is this change contrary to the established land use pattern?
To the north and west of the site is vacant undeveloped land and residential use. To the east of the site is commercial and institutional use. Near the south of the site is primarily residential use and an intense commercial use.
Would this change create an isolated zoning district unrelated to surrounding districts?
Near the south of the site is B-4 zoning.

Will change adversely influence living conditions in the neighborhood?
Possibly. The site abuts a large area of single family reduced residential use.

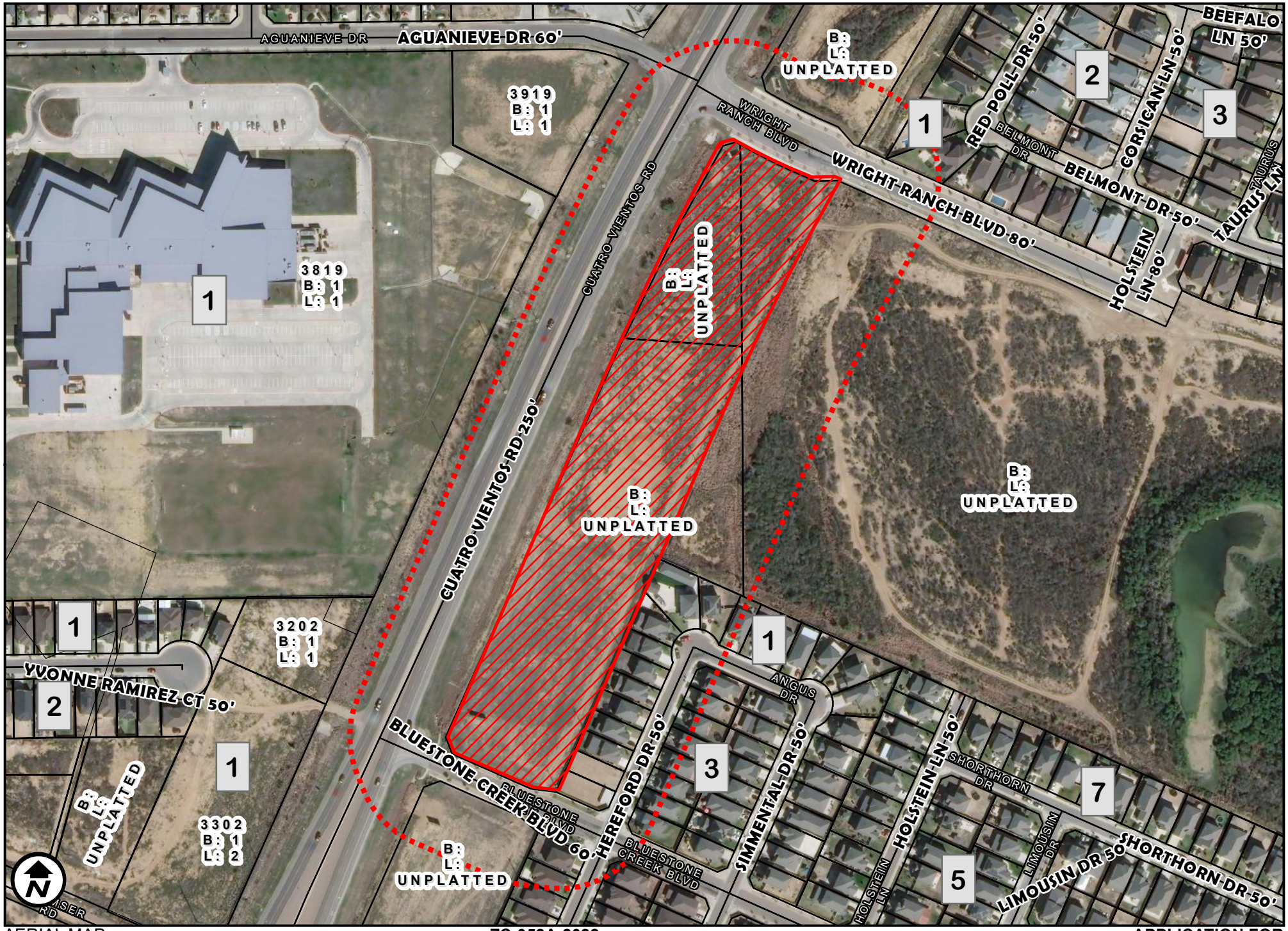
Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes, the existing use of R-1A (Single Family Reduced Area) does not allow for commercial type uses intended by the applicant.

Fiscal Impact

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

Attachments

Maps
Survey

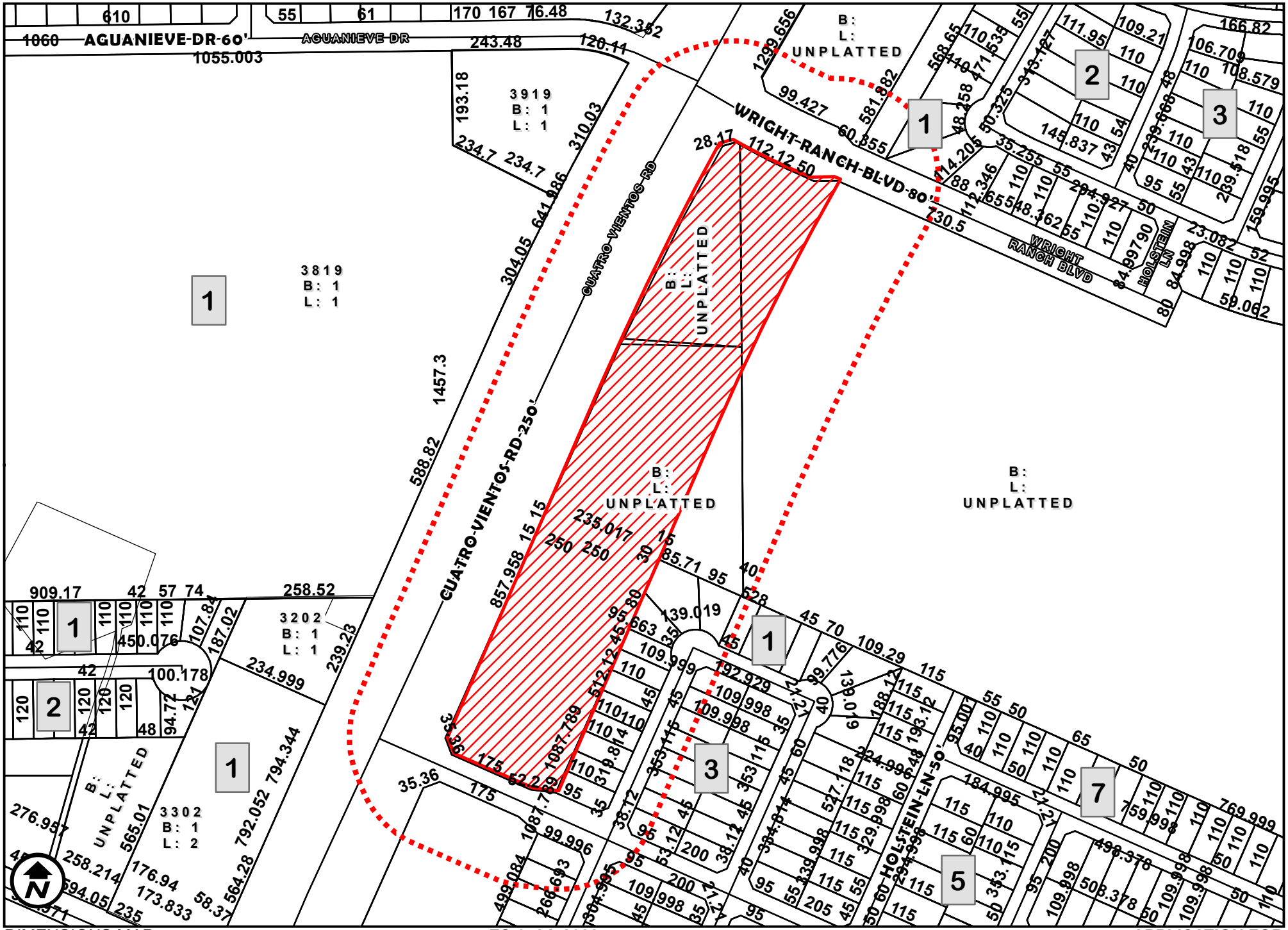


AERIAL MAP

1 inch = 250 feet

ZC-052A-2022
COUNCIL DISTRICT 1
EAST OF CUATRO VIENTOS ROAD AND WEST OF HEREFORD DRIVE.

APPLICATION FOR
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO
B-4 (HIGHWAY COMMERCIAL DISTRICT)



DIMENSIONS MAP

1 inch = 250 feet

ZC-052A-2022

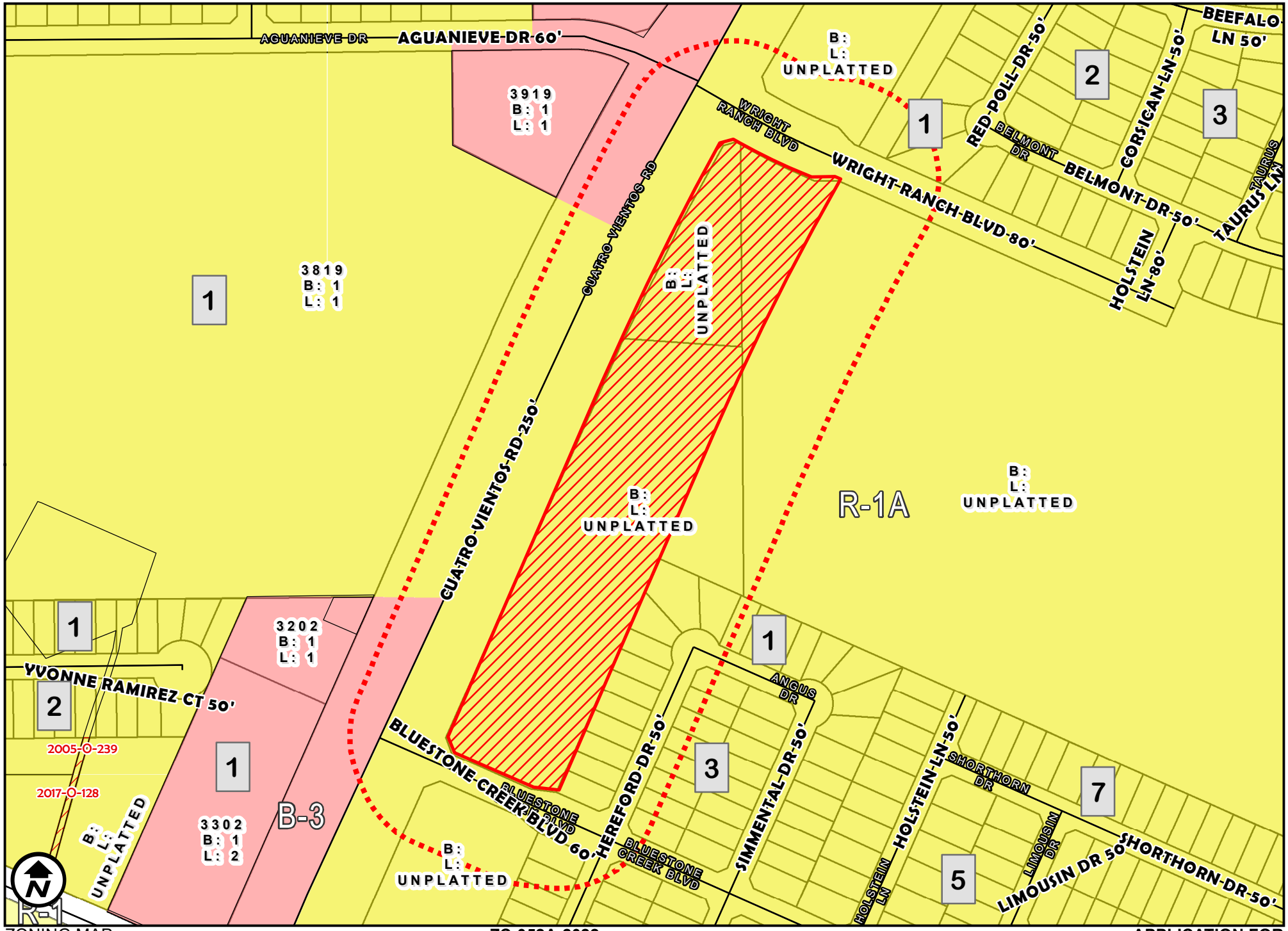
COUNCIL DISTRICT 1

EAST OF CUATRO VIENTOS ROAD AND WEST OF HEREFORD DRIVE.

APPLICATION FOR

R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO

B-4 (HIGHWAY COMMERCIAL DISTRICT)

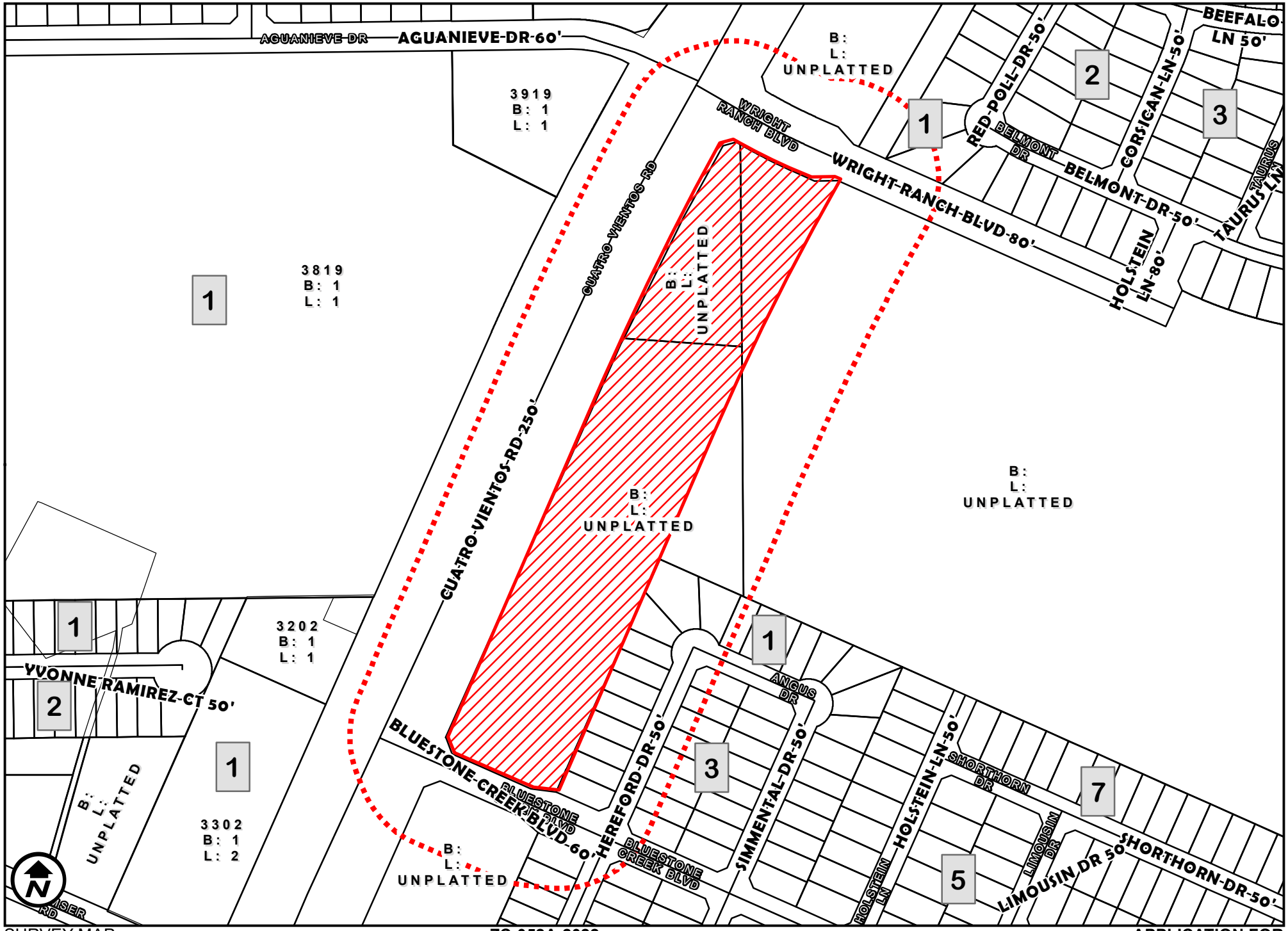


ZONING MAP

1 inch = 250 feet

ZC-052A-2022
COUNCIL DISTRICT 1
EAST OF CUATRO VIENTOS ROAD AND WEST OF HEREFORD DRIVE.

APPLICATION FOR
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO
B-4 (HIGHWAY COMMERCIAL DISTRICT)

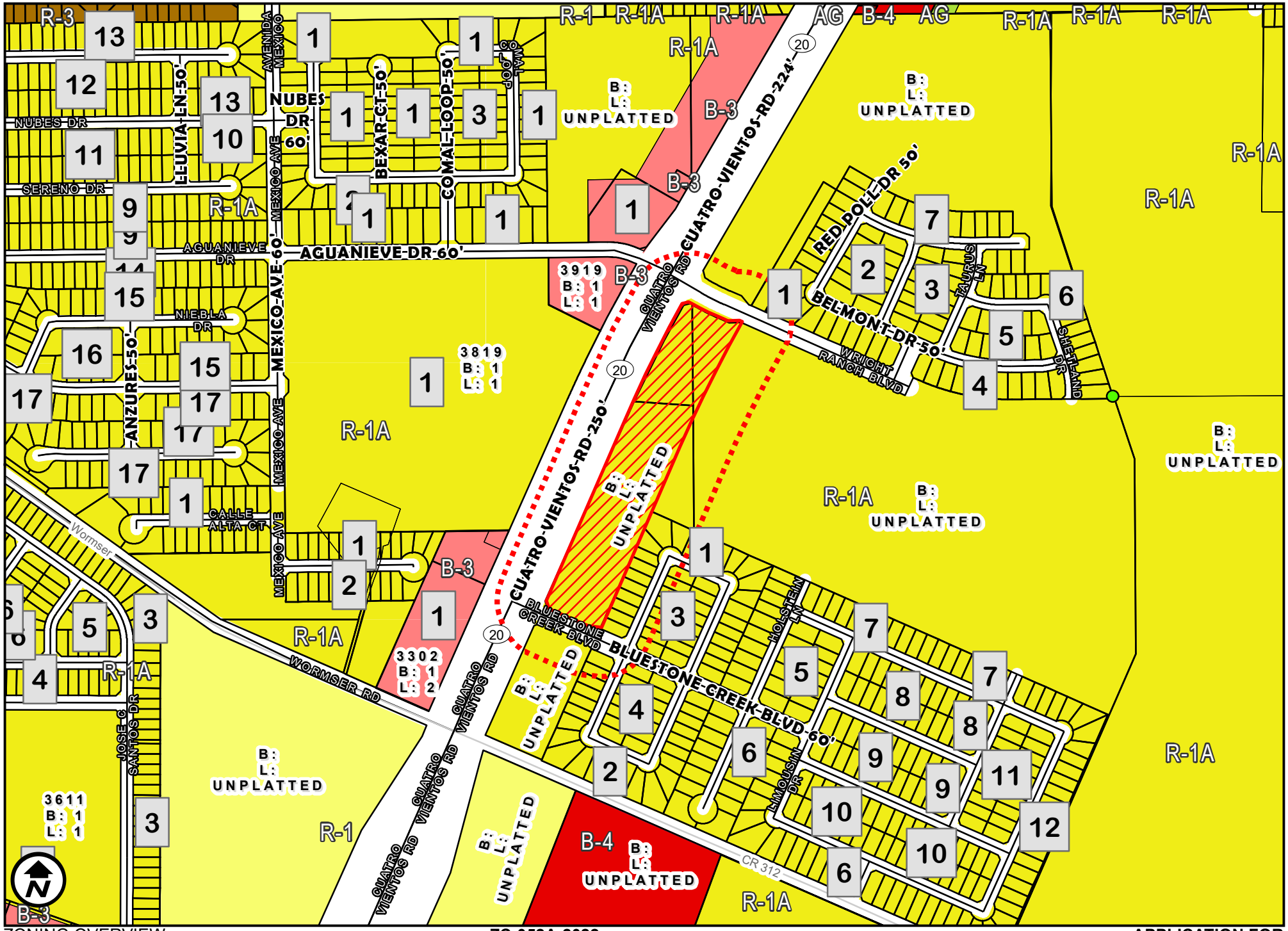


SURVEY MAP

1 inch = 250 feet

ZC-052A-2022
COUNCIL DISTRICT 1
EAST OF CUATRO VIENTOS ROAD AND WEST OF HEREFORD DRIVE.

APPLICATION FOR
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO
B-4 (HIGHWAY COMMERCIAL DISTRICT)

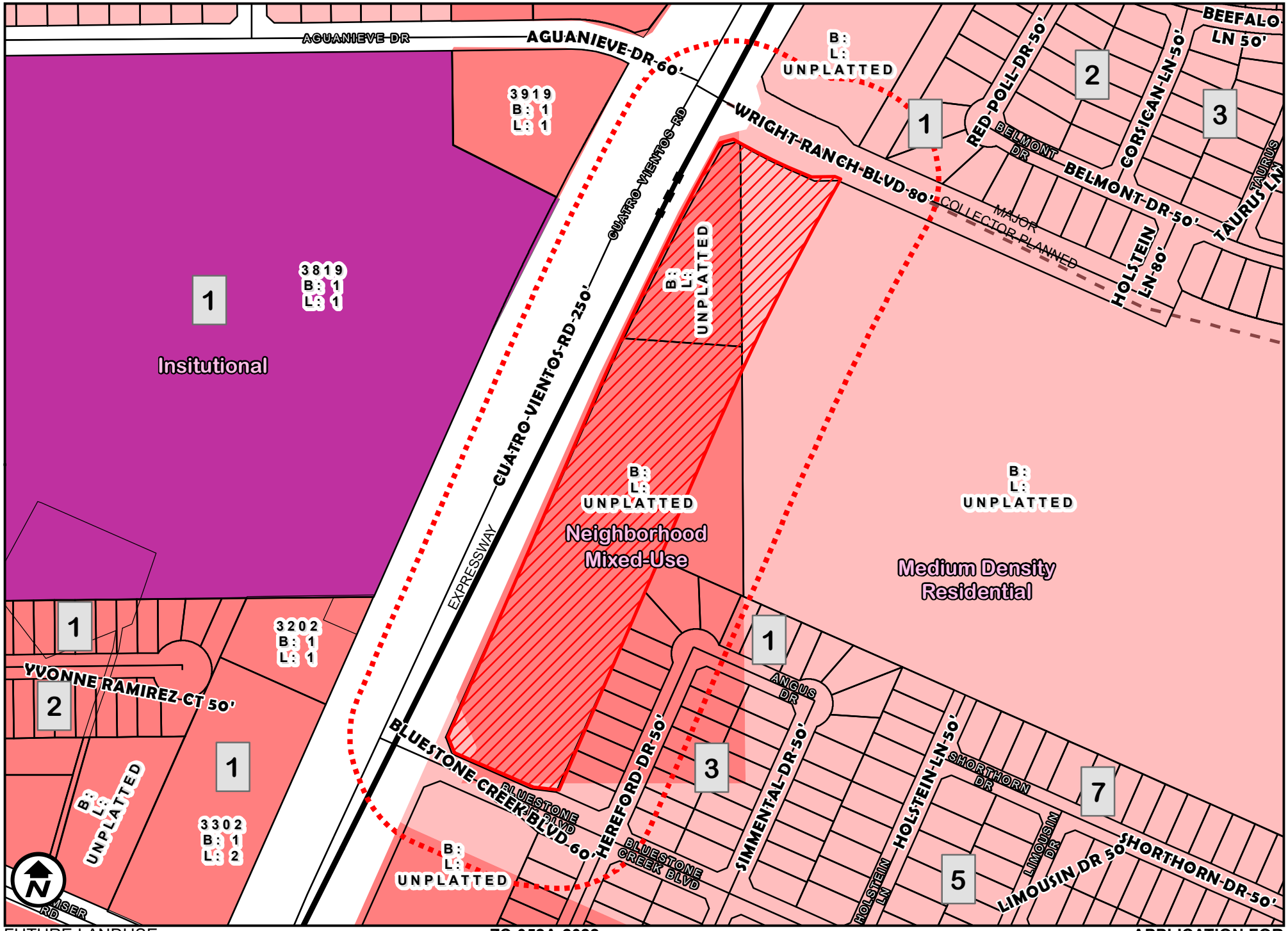


ZONING OVERVIEW

1 inch = 500 feet

ZC-052A-2022
COUNCIL DISTRICT 1
EAST OF CUATRO VIENTOS ROAD AND WEST OF HEREFORD DRIVE.

APPLICATION FOR
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO
B-4 (HIGHWAY COMMERCIAL DISTRICT)

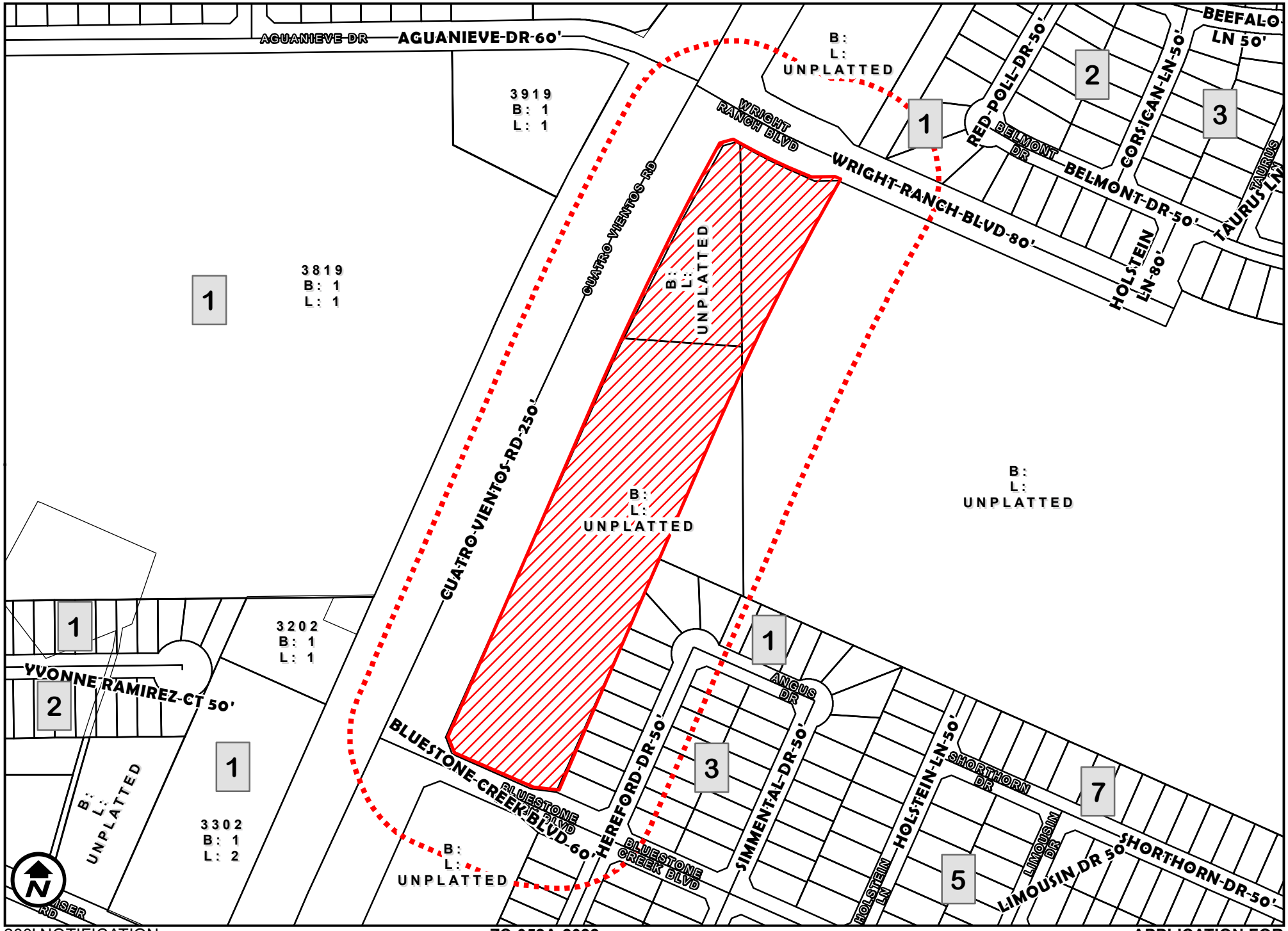


FUTURE LANDUSE

1 inch = 250 feet

ZC-052A-2022
COUNCIL DISTRICT 1
EAST OF CUATRO VIENTOS ROAD AND WEST OF HEREFORD DRIVE.

APPLICATION FOR
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO
B-4 (HIGHWAY COMMERCIAL DISTRICT)



200' NOTIFICATION

1 inch = 250 feet

ZC-052A-2022

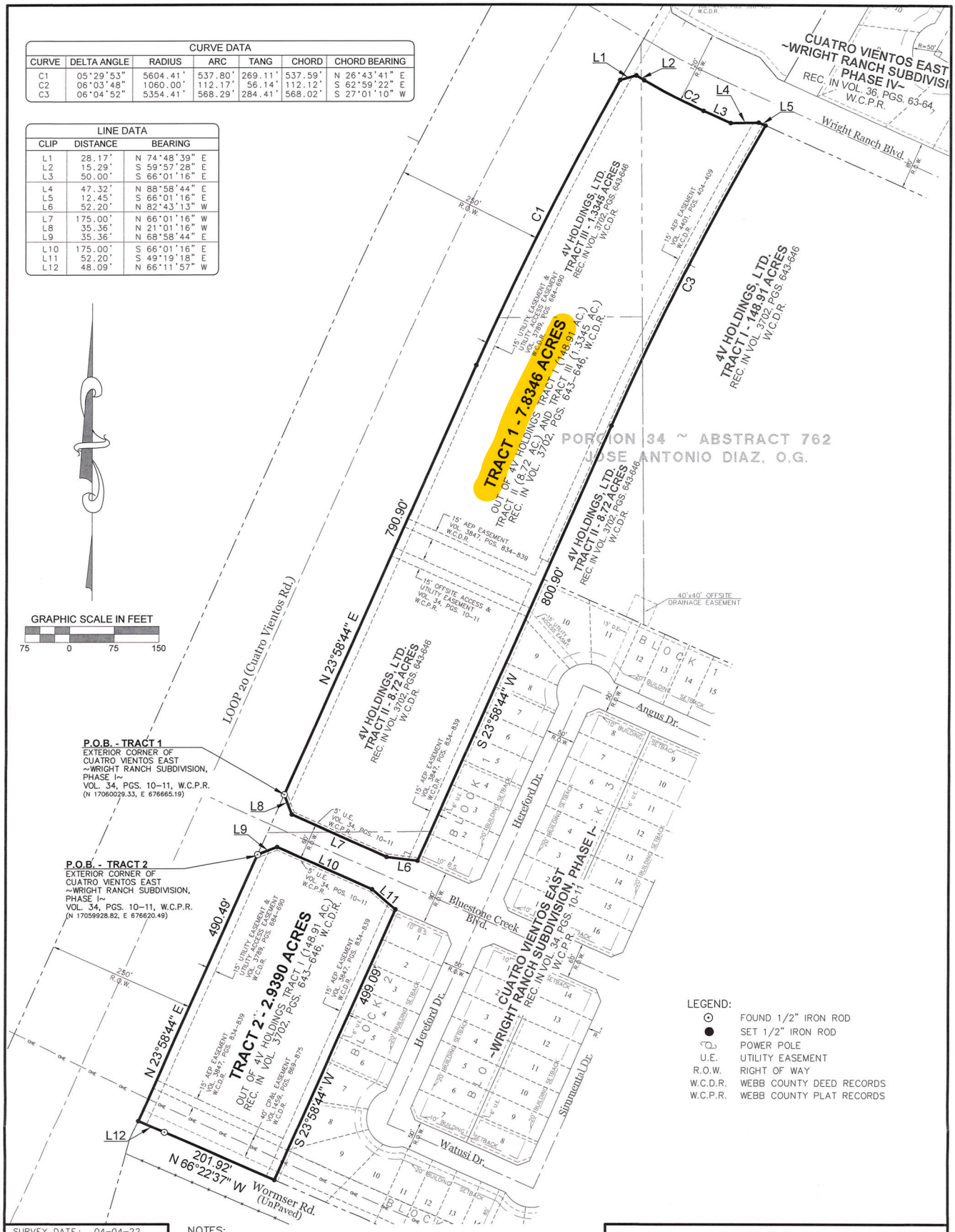
COUNCIL DISTRICT 1

EAST OF CUATRO VIENTOS ROAD AND WEST OF HEREFORD DRIVE.

APPLICATION FOR

R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO

B-4 (HIGHWAY COMMERCIAL DISTRICT)



SURVEY DATE	:	04-04-22
SCALE	:	1"=150'
DRAWN	:	R.B.
CHECKED	:	W.N.
APPROVED	:	W.N.

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

STATE OF TEXAS REGISTERED WAYNE NANCE 6235 PROFESSIONAL LAND SURVEYOR

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND THIS 12TH DAY OF APRIL, 2022.

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

SURVEY OF

TRACT 1 - 7.8346 ACRES
OUT OF 4V HOLDINGS, LTD - TRACT I (148.91 AC.), TRACT II (8.72 AC.) AND TRACT III (1.3345 AC.) AS RECORDED IN VOLUME 3702, PAGES 643-646 W.C.D.R.
AND TRACT 2 2.9390 ACRES
OUT OF 4V HOLDINGS, LTD. - TRACT I (148.91 AC.) AS RECORDED IN VOLUME 3702, PAGES 643-646 W.C.D.R.
PORCION 34 ~ ABSTRACT 762
JOSE ANTONIO DIAZ, ORIGINAL GRANTEE
CITY OF LAREDO, WEBB COUNTY, TEXAS

PORRAS NANCE ENGINEERING
P.O. BOX 1670
LAREDO, TEXAS 78044
TEXAS SURVEYING
FIRM 101888
OFFICE (956) 724-3097
FAX (956) 724-9208

TRACT - 1

7.8346 ACRE TRACT

Being a out and part of

Porcion 34 ~ Abstract 762 ~ Jose Antonio Diaz, Original Grantee

Within the limits of the

City of Laredo, Webb County, Texas

Being a 7.8346 Acre tract of land, more or less, situated in Porcion 34, Abstract 762, Jose Antonio Diaz, Original Grantee , within the limits of the City of Laredo, in Webb County, Texas, said 7.8346 Acre tract being out and part of 4V Holdings, Ltd. Tract I (148.91 Acres), Tract II (8.72 Acres) and Tract III (1.3345 Acres) as recorded in Volume 3702, Pages 643-646 of the Webb County Deed Records, Webb County Texas; and more particularly described by metes and bounds as follows, to wit:

BEGINING at a found ½" iron rod for an exterior corner of Cuatro Vientos East ~Wright Ranch Subdivision, Phase I~, as Recorded in Volume 34, Pages 10-11 of the Webb County Plat Records, also being a point on the Easterly right-of-way line of Loop 20 (Cuatro Vientos Rd.), the most Westerly Southwest corner of the herein described tract and the **POINT OF BEGINNING;**

THENCE along said Easterly right-of-way line of Loop 20 (Cuatro Vientos Rd.) and Westerly boundary line of the herein described tract, as follows:

North 23°58'44" East, 790.90 feet, to a set ½" iron rod for a point of curvature to the right of this tract;

A curvilinear distance of 537.80 feet, with said curve having the following characteristics: Central Angle=05°29'53", R=5604.41 feet, CL=537.80 feet, TAN=269.11 feet, CHD=537.59 feet, CHD. Bearing = N 26°43'41" E, to a set ½" iron rod for the Southwest corner of Cuatro Vientos East ~Wright Ranch Subdivision, Phase IV~, as recorded in Volume 36, Pages 63-64 of the Webb County Plat Records, also being the most Westerly Northwest corner of this tract;

THENCE along the Southerly boundary line of said Cuatro Vientos East ~Wright Ranch Subdivision, Phase IV~, also being the Northerly boundary line of the herein described tract, as follows:

North 74°48'39" East, 28.17 feet, to a set ½" iron rod for an exterior deflection corner to the right of this tract;

South 59°57'28" East, 15.29 feet, to a set ½" iron rod for a point of curvature to the left of this tract;

A curvilinear distance of 112.17 feet, with said curve having the following characteristics: Central Angle=06°03'48", R=1060.00 feet, CL=112.17 feet, TAN=56.14 feet, CHD=112.12 feet, CHD. Bearing = S 62°59'22" E, to a set ½" iron rod for a point of tangency and the end of this curve;

South 66°01'16" East, 50.00 feet, to a set ½" iron rod for an interior deflection corner to the left of this tract;

North 88°58'44" East, 47.32, to a set ½" iron rod for an exterior deflection corner to the right of this tract;

South 66°01'16" East, 12.45 feet, to a set ½" iron rod for a point on a curve to the left and the Northeast corner of this tract;

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

A curvilinear distance of 568.29 feet, with said curve having the following characteristics: Central Angle=06°04'52", R=5354.41 feet, CL=568.29 feet, TAN=284.41 feet, CHD=568.02 feet, CHD. Bearing = S 27°01'10" W, to a set ½" iron rod for a point of tangency and the end of this curve;

South 23°58'44" West, 800.90 feet, to a set ½" iron rod for a point on the Northerly right-of-way line of Bluestone Creek Blvd. and the Southeast corner of this tract;

THENCE along said Northerly right-of-way line of Bluestone Creek Blvd., also being the Southerly boundary line of the herein described tract, as follows:

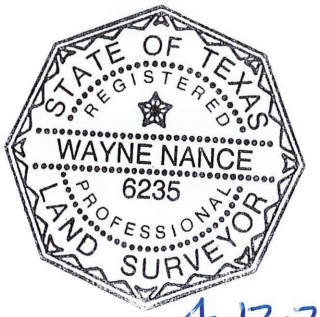
North 82°43'13" West, 52.20, to a set ½" iron rod for an exterior deflection corner to the right of this tract;

North 66°01'16" West, 175.00, to a set ½" iron rod for an exterior deflection corner to the right of this tract;

North 21°01'16" West, 35.36, to an exterior corner of aforesaid Cuatro Vientos East ~Wright Ranch Subdivision, Phase I~, the most Westerly Southwest corner of this tract and the **POINT OF BEGINNING.**

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

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.



4.12.22

Witness my Hand and Seal

Wayne Nance, R.P.L.S

TRACT - 2

2.9390 ACRE TRACT

Being a out and part of

Porcion 34 ~ Abstract 762 ~ Jose Antonio Diaz, Original Grantee

Within the limits of the

City of Laredo, Webb County, Texas

Being a 2.9390 Acre tract of land, more or less, situated in Porcion 34, Abstract 762, Jose Antonio Diaz, Original Grantee , within the limits of the City of Laredo, in Webb County, Texas, said 2.9390 Acre tract being out and part of 4V Holdings, Ltd. Tract I (148.91 Acres) as recorded in Volume 3702, Pages 643-646 of the Webb County Deed Records, Webb County Texas; and more particularly described by metes and bounds as follows, to wit:

BEGINING at a found ½" iron rod for an exterior corner of Cuatro Vientos East ~Wright Ranch Subdivision, Phase I~, as Recorded in Volume 34, Pages 10-11 of the Webb County Plat Records, also being a point on the Easterly right-of-way line of Loop 20 (Cuatro Vientos Rd.), a point on the Southerly right-of-way line of Bluestone Creek Blvd., the most Westerly Northwest corner of the herein described tract and the **POINT OF BEGINNING;**

THENCE along said Southerly right-of-way line of Bluestone Creek Blvd., also being the Northerly boundary line of the herein described tract, as follows:

North 68°58'44" East, 35.36 feet, to a set ½" iron rod for an exterior deflection corner to the right of this tract;

South 66°01'16" East, 175.00 feet, to a set ½" iron rod for an exterior deflection corner to the right of this tract;

South 49°19'18" East, 52.20 feet, to a set ½" iron rod for an interior corner of said Cuatro Vientos East ~Wright Ranch Phase I~ and the Northeast corner of this tract;

THENCE South 23°58'44" West, 499.09 feet, along the Easterly boundary line of the herein described tract and common boundary line with said Cuatro Vientos East ~Wright Ranch Subdivision, Phase I~, to a set ½" iron rod for a point on the South boundary line of aforesaid 4V Holdings, Ltd. Tract I and the Southeast corner of this tract;

THENCE along said Southerly boundary line of 4V Holdings, Ltd. Tract I, being the Southerly boundary line of the herein described tract, as follows:

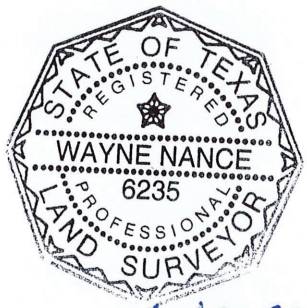
North 66°22'37" West, 201.92 feet, to a found ½" iron rod for an exterior deflection corner to the right of this tract;

North 66°11'57" West, 48.09 feet, to a set ½" iron rod for a point on the Easterly right-of-way line of Loop 20 (Cuatro Vientos Rd.) and the Southwest corner of this tract;

THENCE North 23°58'44" East, 490.49 feet, along said Easterly right-of-way line of Loop 20 (Cuatro Vientos Rd.), being the Westerly boundary line of the herein described tract, to an exterior corner of said Cuatro Vientos East ~Wright Ranch Subdivision, Phase I~, the most Westerly Northwest corner of this tract and the **POINT OF BEGINNING.**

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

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.



4.12.22

Witness my Hand and Seal

Wayne Nance, R.P.L.S

ORDINANCE NO. 2022-O-098

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING OF APPROXIMATELY 7.83 ACRE TRACT OF LAND, SITUATED IN PORCION 34, ABSTRACT 762, JOSE ANTONIO DIAZ, ORIGINAL GRANTEE, WITHIN THE LIMIT OF THE CITY OF LAREDO, IN WEBB COUNTY, TEXAS, SAID 7.83 ACRE TRACT BEING OUT AND PART OF 4V HOLDINGS, LIMITED TRACT I (148.91 ACRES), TRACT II (8.72 ACRES), AND TRACT III (1.33 ACRES) AS RECORDED IN VOLUME 3702, PAGES 643-646 OF THE WEBB COUNTY DEED RECORDS, WEBB COUNTY TEXAS, LOCATED EAST OF CUATRO VIENTOS ROAD AND WEST OF HEREFORD DRIVE, FROM R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO B4 (HIGHWAY COMMERCIAL DISTRICT) PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner of approximately 7.83 acre tract of land, situated in Porcion 34, Abstract 762, Jose Antonio Diaz, Original Grantee, within the limit of the City of Laredo, in Webb County, Texas, said 7.83 acre tract being out and part of 4V Holdings, Limited Tract I (148.91 acres), Tract II (8.72 acres), and Tract III (1.33 acres) as recorded in Volume 3702, Pages 643-646 of the Webb County Deed Records, Webb County Texas, located east of Cuatro Vientos Road and west of Hereford Drive, from R-1A (Single Family Reduced Area District) to B4 (Highway Commercial District),

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 19, 2022, 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 21, 2022 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo is hereby amended by rezoning of approximately 7.83 acre tract of land, situated in Porcion 34, Abstract 762, Jose Antonio Diaz, Original Grantee, within the limit of the City of Laredo, in Webb County, Texas, said 7.83 acre tract being out and part of 4V Holdings, Limited Tract I (148.91 acres), Tract II (8.72 acres), and Tract III (1.33 acres) as recorded in Volume 3702, Pages 643-646 of the Webb County Deed Records, Webb County Texas, located east of Cuatro Vientos Road and west of Hereford Drive, from R-1A (Single Family Reduced Area District) to B4 (Highway Commercial District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2022.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ
CITY SECRETARY

APPROVED AS TO FORM:

_____
DAVID H. ARREDONDO
ASSISTANT CITY ATTORNEY

Final Reading of Ordinances 22.

City Council-Regular

Meeting Date: 07/18/2022

Initiated By: Riazul Mia, Assistant City Manager

Initiated By: 4V Holdings, Ltd., Owners; Porras Nance Engineering, Applicant/Representative

Staff Source: Orlando D. Navarro, Planning Director

SUBJECT

2022-O-099 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning an approximately 2.93 acre tract of land, situated in Porcion 34, Abstract 762, Jose Antonio Diaz, Original Grantee, within the limits of the City of Laredo, in Webb County Texas, said 2.93 acre tract being out and part of 4V Holdings, Limited Tract I (148.91 acres) as recorded in Volume 3702, pages 643-646 of the Webb County Deed Records, Webb County Texas, located east of Cuatro Vientos Road and west of Hereford Drive, from R-1A (Single Family Reduced Area District) to B4 (Highway Commercial District).

ZC-052B-2022
District I

PREVIOUS COUNCIL ACTION

This item was introduced at the City Council meeting of June 21, 2022.

BACKGROUND

Council District: I - Cm. Rudy Gonzalez, Jr.

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

Site: The site is currently vacant undeveloped land.

Surrounding land uses: To the north of the site is vacant undeveloped land, single family reduced area use, Bluestone Creek Boulevard, Cuatro Vientos Road, and United South 9th Grade Campus. To the east of the site is primarily single family reduced area use, Hereford Drive, Simbrah Drive, and Simmental Drive. To the south of the site is predominantly vacant undeveloped land, Wormser Road, and Cuatro Vientos Road. To the west of the site is vacant undeveloped land, Cuatro Vientos Road.

Comprehensive Plan: The Future Land Use Map recognizes this area as Neighborhood Mixed Use and partially Medium Density Residential.
https://www.cityoflaredo.com/Planning/assets/viva-laredo---city-of-laredo-comprehensive-plan.pdf#page=39

Transportation Plan: The Long Range Thoroughfare Plan identifies Cuatro Vientos Road as an Expressway, but does not identify Bluestone Creek Boulevard and Wright Ranch Boulevard.
https://www.cityoflaredo.com/Maps/GIS_MAPS/maps/Thoroughfare.pdf

Letters sent to surrounding property owners: 26 **In Favor:** 0 **Opposed:** 0

COMMITTEE RECOMMENDATION

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

STAFF RECOMMENDATION

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

1. The proposed zone change meets the Laredo Land Development Code location requirement stating that B-4 districts should be located along Major Arterials or a Freeway. Cuatro Vientos Road is identified as an Expressway on the Thoroughfare Plan.
2. Although not in conformance with the Comprehensive Plan designation for the area as Neighborhood Mixed Use and Medium Density Residential, which excludes B-4 zoning districts on both designations, the site is near a large area of B-4 zoning to the south.
3. The property meets the minimum lot area requirement of 10,000 square feet for B-4 zone districts as per the Laredo Land Development Code, Section 24.77.1 Dimensional Standards. The property area is approximately 127,190.22 square feet.
4. The property meets the minimum lot width requirement of 100 feet for B-4 zone districts as per the Laredo Land Development Code, Section 24.77.1 Dimensional Standards. The property width is approximately 250.20 feet.

Staff **supports** the application.

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

Is this change contrary to the established land use pattern?
To the north and west of the site is vacant undeveloped land and residential use. To the east of the site is commercial and institutional use. Near the south of the site is residential use and an intense commercial use.

Would this change create an isolated zoning district unrelated to surrounding districts?
No, near the south of the site is B-4 zoning.

Will change adversely influence living conditions in the neighborhood?
Possibly. The site abuts a large area of single family reduced residential use.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes, the existing use of R-1A (Single Family Reduced Area) does not allow for commercial type uses intended by the applicant. The applicant did not specify the type of commercial use.

Fiscal Impact

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

Attachments

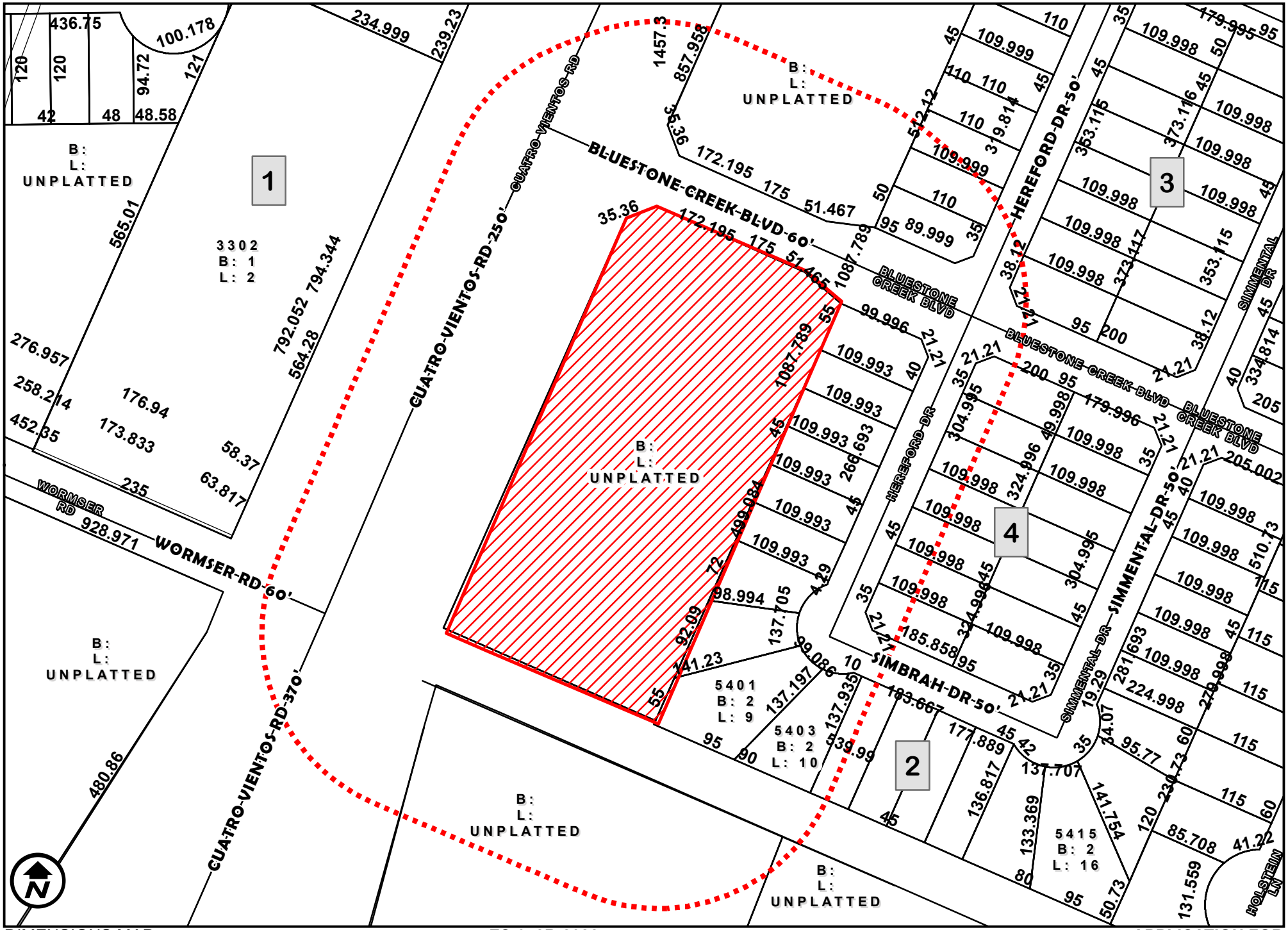
Maps

AERIAL MAP

1 inch = 133 feet

ZC-052B-2022
COUNCIL DISTRICT 1
EAST OF CUATRO VIENTOS ROAD AND WEST OF HEREFORD DRIVE.

APPLICATION FOR
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO
B-4 (HIGHWAY COMMERCIAL DISTRICT)



DIMENSIONS MAP

1 inch = 133 feet

ZC-052B-2022

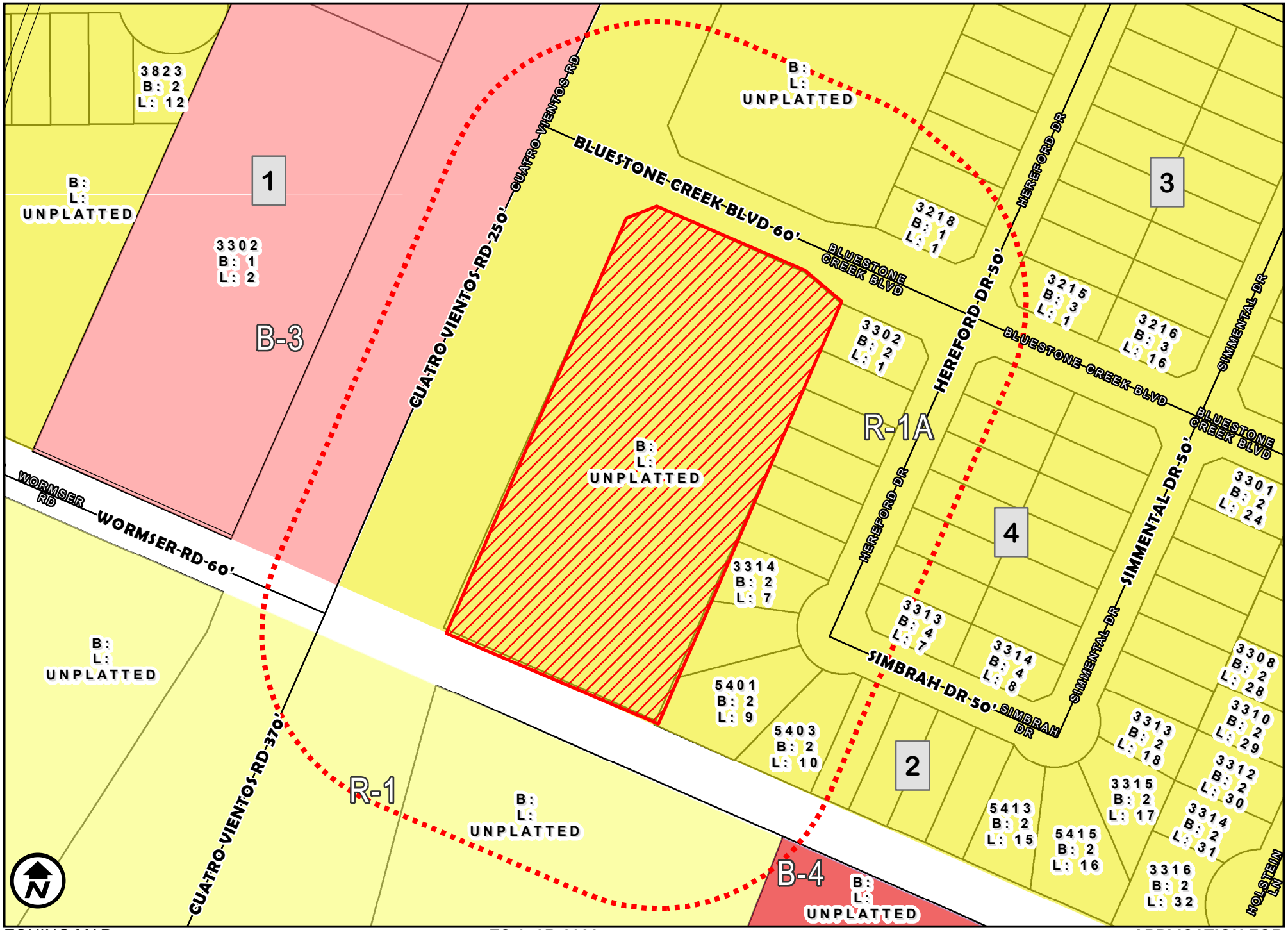
COUNCIL DISTRICT 1

EAST OF CUATRO VIENTOS ROAD AND WEST OF HEREFORD DRIVE.

APPLICATION FOR

R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO

B-4 (HIGHWAY COMMERCIAL DISTRICT)



ZONING MAP

1 inch = 133 feet

ZC-052B-2022
COUNCIL DISTRICT 1
EAST OF CUATRO VIENTOS ROAD AND WEST OF HEREFORD DRIVE.

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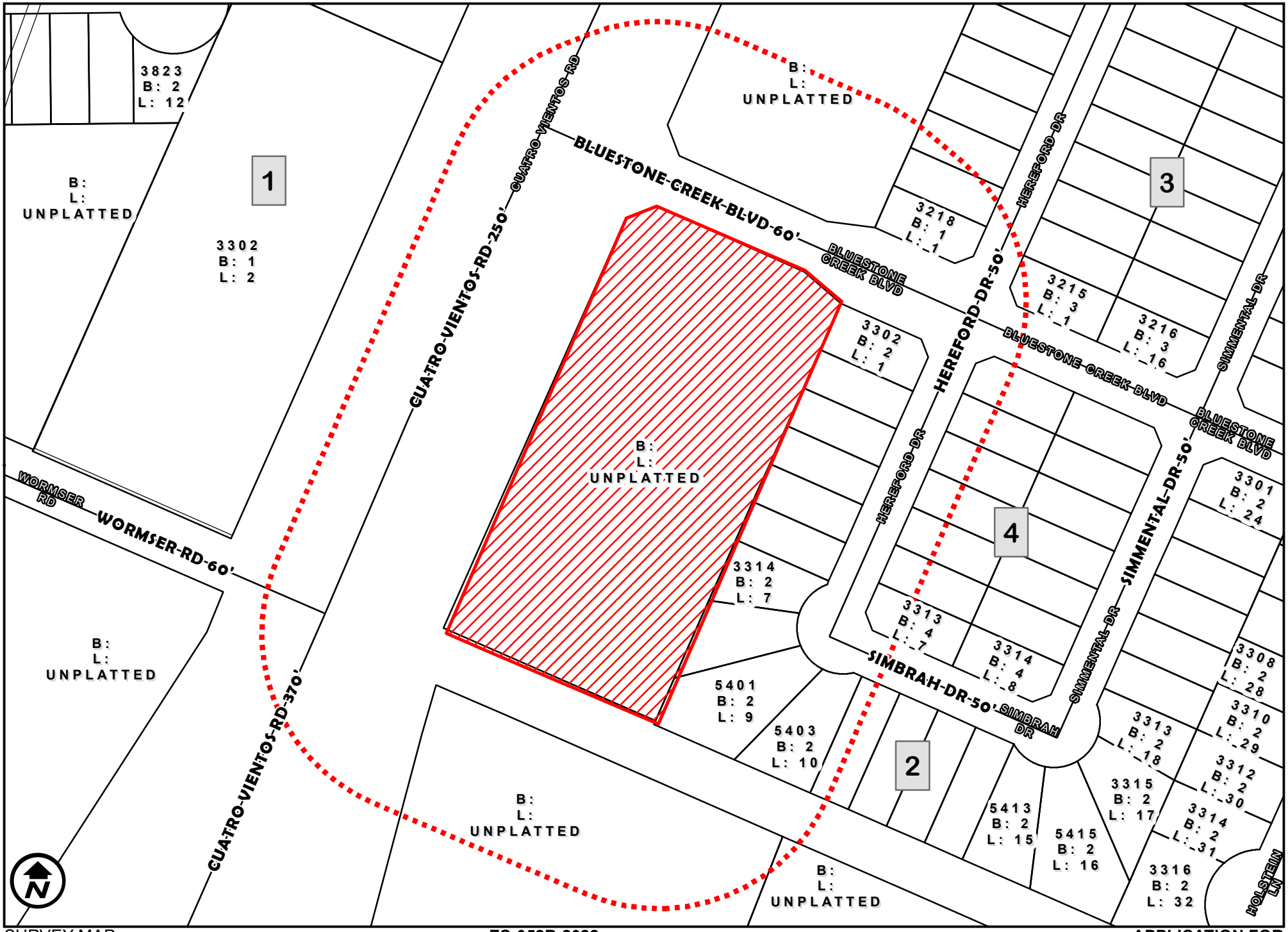
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO
B-4 (HIGHWAY COMMERCIAL DISTRICT)

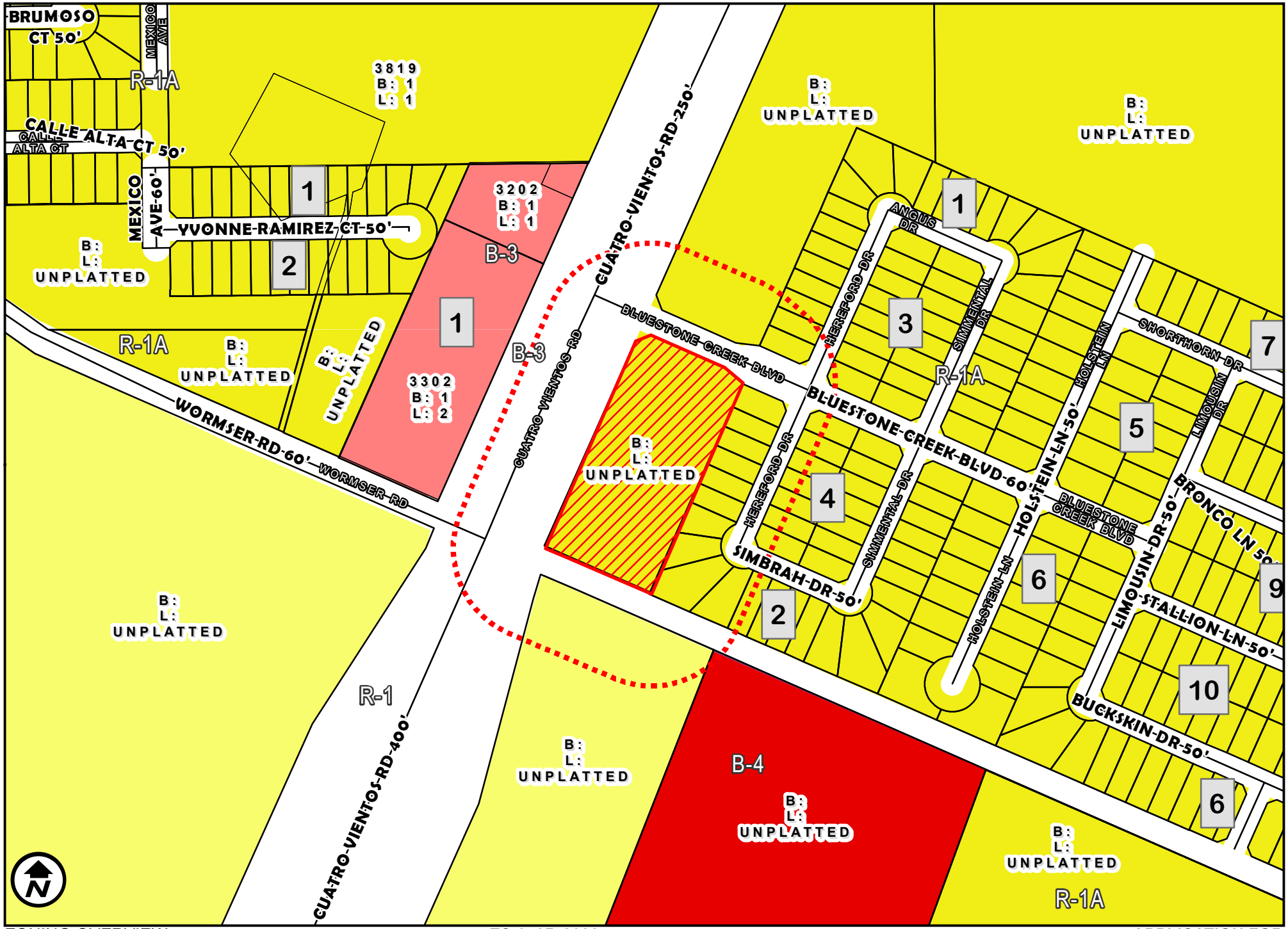


SURVEY MAP

1 inch = 133 feet

ZC-052B-2022
COUNCIL DISTRICT 1
EAST OF CUATRO VIENTOS ROAD AND WEST OF HEREFORD DRIVE.

APPLICATION FOR
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO
B-4 (HIGHWAY COMMERCIAL DISTRICT)



ZONING OVERVIEW

1 inch = 267 feet

ZC-052B-2022

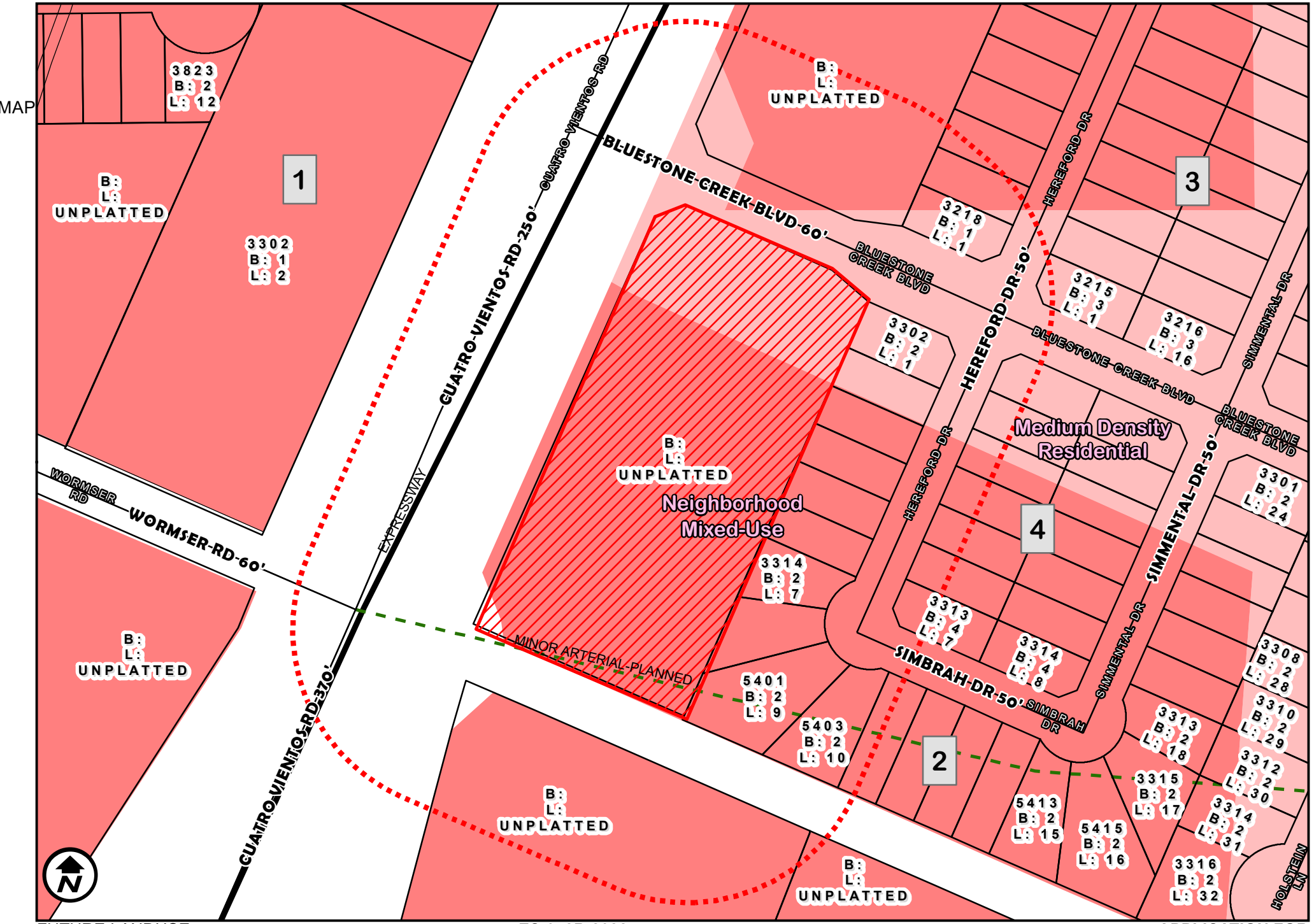
COUNCIL DISTRICT 1

EAST OF CUATRO VIENTOS ROAD AND WEST OF HEREFORD DRIVE.

APPLICATION FOR

R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO

B-4 (HIGHWAY COMMERCIAL DISTRICT)

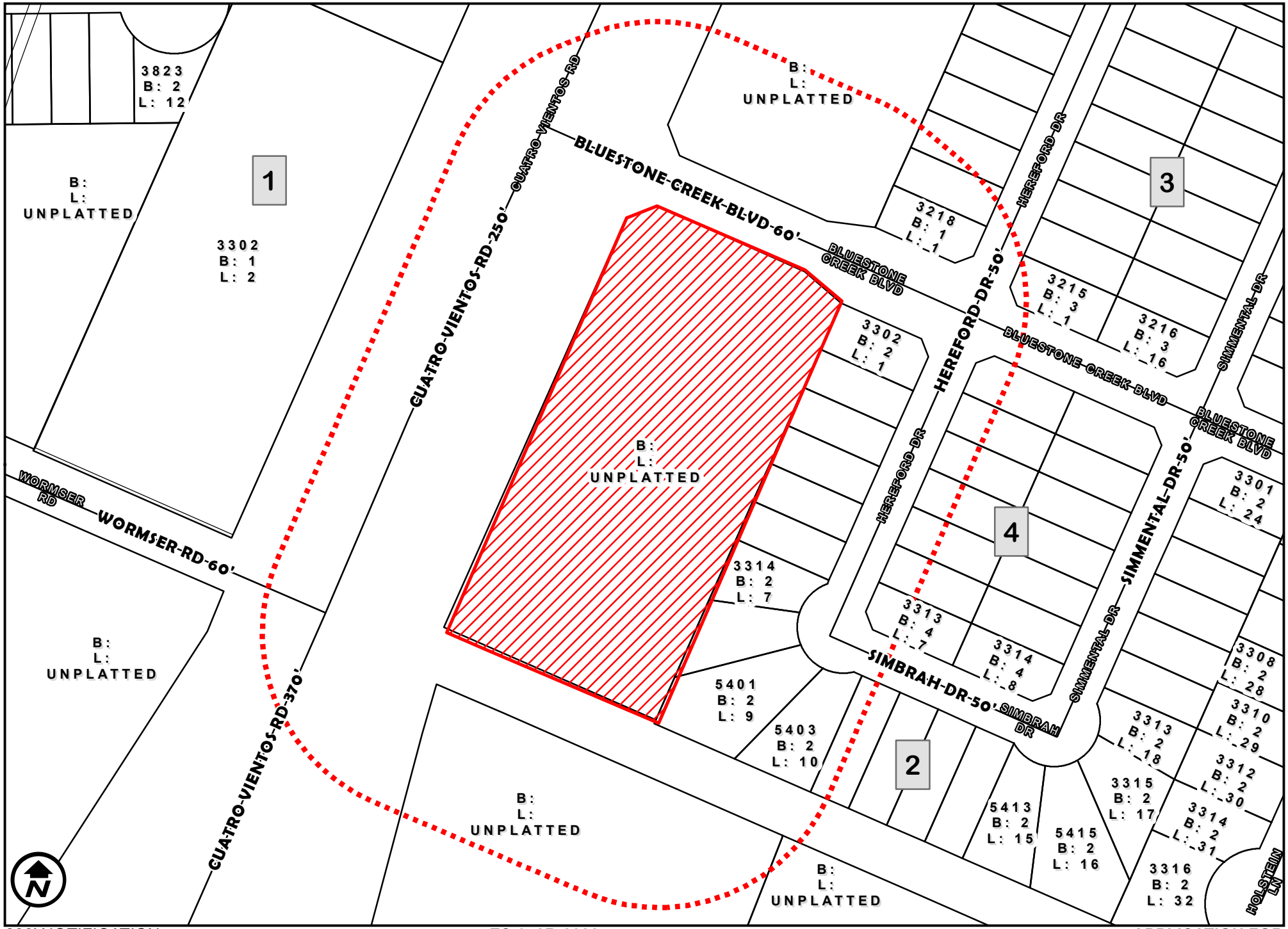


FUTURE LANDUSE

1 inch = 133 feet

ZC-052B-2022
COUNCIL DISTRICT 1
EAST OF CUATRO VIENTOS ROAD AND WEST OF HEREFORD DRIVE.

APPLICATION FOR
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO
B-4 (HIGHWAY COMMERCIAL DISTRICT)

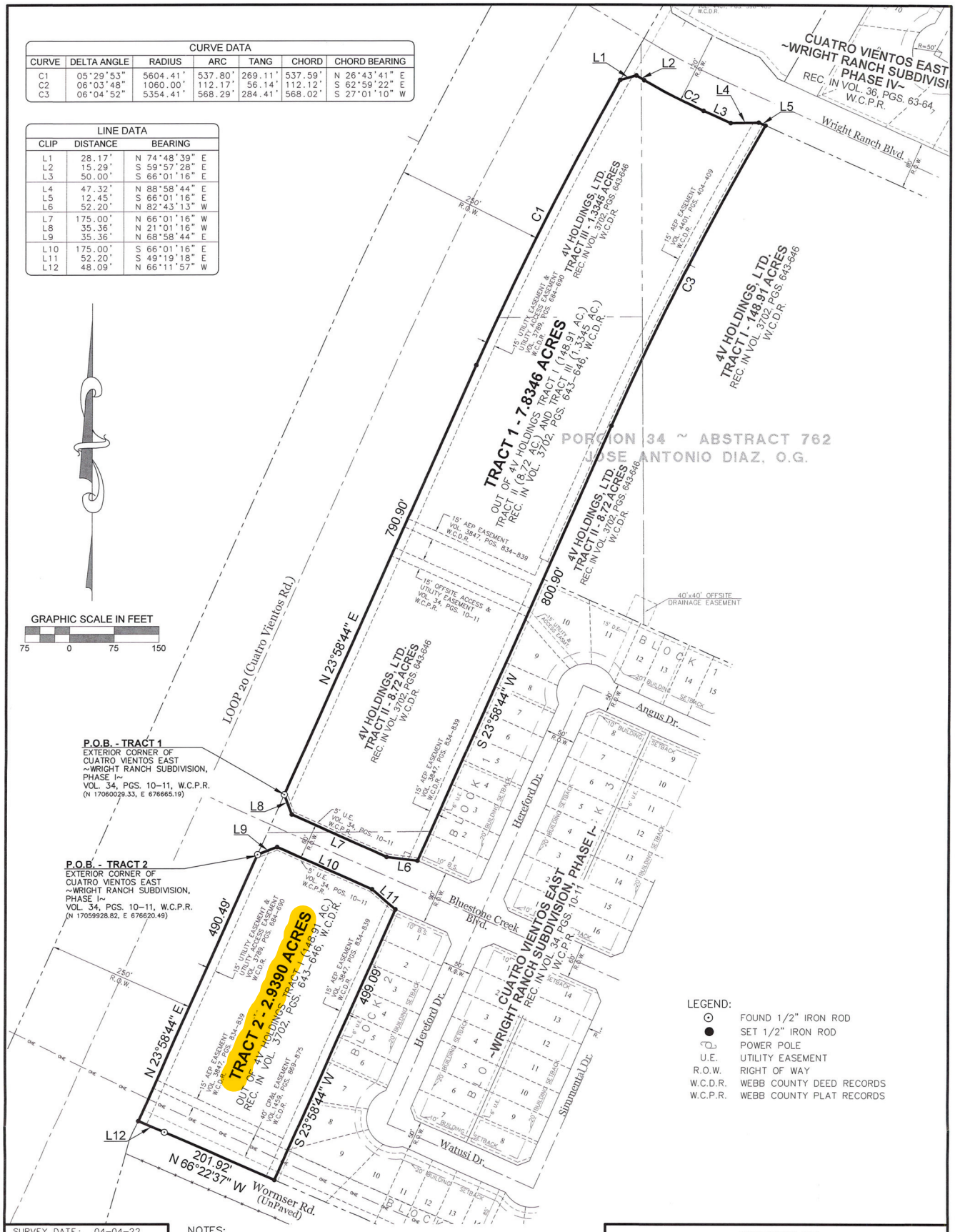


200' NOTIFICATION

1 inch = 133 feet

ZC-052B-2022
COUNCIL DISTRICT 1
EAST OF CUATRO VIENTOS ROAD AND WEST OF HEREFORD DRIVE.

APPLICATION FOR
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO
B-4 (HIGHWAY COMMERCIAL DISTRICT)



SURVEY DATE	:	04-04-22
SCALE	:	1"=150'
DRAWN	:	R.B.
CHECKED	:	W.N.
APPROVED	:	W.N.

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

STATE OF TEXAS REGISTERED WAYNE NANCE 6235 PROFESSIONAL LAND SURVEYOR

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND THIS 12TH DAY OF APRIL, 2022.

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

SURVEY OF

TRACT 1 - 7.8346 ACRES
OUT OF 4V HOLDINGS, LTD - TRACT I (148.91 AC.), TRACT II (8.72 AC.) AND TRACT III (1.3345 AC.) AS RECORDED IN VOLUME 3702, PAGES 643-646 W.C.D.R.
AND TRACT 2 2.9390 ACRES
OUT OF 4V HOLDINGS, LTD. - TRACT I (148.91 AC.) AS RECORDED IN VOLUME 3702, PAGES 643-646 W.C.D.R.
PORCION 34 ~ ABSTRACT 762
JOSE ANTONIO DIAZ, ORIGINAL GRANTEE
CITY OF LAREDO, WEBB COUNTY, TEXAS

PORRAS NANCE ENGINEERING
P.O. BOX 1670
LAREDO, TEXAS 78044
TEXAS SURVEYING
FIRM 101888
OFFICE (956) 724-3097
FAX (956) 724-9208

TRACT - 1

7.8346 ACRE TRACT

Being a out and part of

Porcion 34 ~ Abstract 762 ~ Jose Antonio Diaz, Original Grantee

Within the limits of the

City of Laredo, Webb County, Texas

Being a 7.8346 Acre tract of land, more or less, situated in Porcion 34, Abstract 762, Jose Antonio Diaz, Original Grantee , within the limits of the City of Laredo, in Webb County, Texas, said 7.8346 Acre tract being out and part of 4V Holdings, Ltd. Tract I (148.91 Acres), Tract II (8.72 Acres) and Tract III (1.3345 Acres) as recorded in Volume 3702, Pages 643-646 of the Webb County Deed Records, Webb County Texas; and more particularly described by metes and bounds as follows, to wit:

BEGINING at a found ½" iron rod for an exterior corner of Cuatro Vientos East ~Wright Ranch Subdivision, Phase I~, as Recorded in Volume 34, Pages 10-11 of the Webb County Plat Records, also being a point on the Easterly right-of-way line of Loop 20 (Cuatro Vientos Rd.), the most Westerly Southwest corner of the herein described tract and the **POINT OF BEGINNING;**

THENCE along said Easterly right-of-way line of Loop 20 (Cuatro Vientos Rd.) and Westerly boundary line of the herein described tract, as follows:

North 23°58'44" East, 790.90 feet, to a set ½" iron rod for a point of curvature to the right of this tract;

A curvilinear distance of 537.80 feet, with said curve having the following characteristics: Central Angle=05°29'53", R=5604.41 feet, CL=537.80 feet, TAN=269.11 feet, CHD=537.59 feet, CHD. Bearing = N 26°43'41" E, to a set ½" iron rod for the Southwest corner of Cuatro Vientos East ~Wright Ranch Subdivision, Phase IV~, as recorded in Volume 36, Pages 63-64 of the Webb County Plat Records, also being the most Westerly Northwest corner of this tract;

THENCE along the Southerly boundary line of said Cuatro Vientos East ~Wright Ranch Subdivision, Phase IV~, also being the Northerly boundary line of the herein described tract, as follows:

North 74°48'39" East, 28.17 feet, to a set ½" iron rod for an exterior deflection corner to the right of this tract;

South 59°57'28" East, 15.29 feet, to a set ½" iron rod for a point of curvature to the left of this tract;

A curvilinear distance of 112.17 feet, with said curve having the following characteristics: Central Angle=06°03'48", R=1060.00 feet, CL=112.17 feet, TAN=56.14 feet, CHD=112.12 feet, CHD. Bearing = S 62°59'22" E, to a set ½" iron rod for a point of tangency and the end of this curve;

South 66°01'16" East, 50.00 feet, to a set ½" iron rod for an interior deflection corner to the left of this tract;

North 88°58'44" East, 47.32, to a set ½" iron rod for an exterior deflection corner to the right of this tract;

South 66°01'16" East, 12.45 feet, to a set ½" iron rod for a point on a curve to the left and the Northeast corner of this tract;

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

A curvilinear distance of 568.29 feet, with said curve having the following characteristics: Central Angle=06°04'52", R=5354.41 feet, CL=568.29 feet, TAN=284.41 feet, CHD=568.02 feet, CHD. Bearing = S 27°01'10" W, to a set ½" iron rod for a point of tangency and the end of this curve;

South 23°58'44" West, 800.90 feet, to a set ½" iron rod for a point on the Northerly right-of-way line of Bluestone Creek Blvd. and the Southeast corner of this tract;

THENCE along said Northerly right-of-way line of Bluestone Creek Blvd., also being the Southerly boundary line of the herein described tract, as follows:

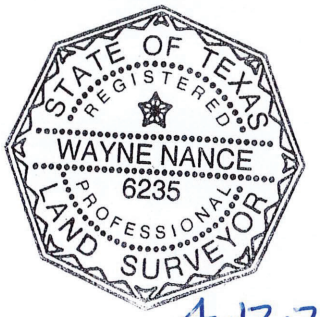
North 82°43'13" West, 52.20, to a set ½" iron rod for an exterior deflection corner to the right of this tract;

North 66°01'16" West, 175.00, to a set ½" iron rod for an exterior deflection corner to the right of this tract;

North 21°01'16" West, 35.36, to an exterior corner of aforesaid Cuatro Vientos East ~Wright Ranch Subdivision, Phase I~, the most Westerly Southwest corner of this tract and the **POINT OF BEGINNING.**

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

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.



4.12.22

Witness my Hand and Seal

Wayne Nance, R.P.L.S

TRACT - 2

2.9390 ACRE TRACT

Being a out and part of

Porcion 34 ~ Abstract 762 ~ Jose Antonio Diaz, Original Grantee

Within the limits of the

City of Laredo, Webb County, Texas

Being a 2.9390 Acre tract of land, more or less, situated in Porcion 34, Abstract 762, Jose Antonio Diaz, Original Grantee , within the limits of the City of Laredo, in Webb County, Texas, said 2.9390 Acre tract being out and part of 4V Holdings, Ltd. Tract I (148.91 Acres) as recorded in Volume 3702, Pages 643-646 of the Webb County Deed Records, Webb County Texas; and more particularly described by metes and bounds as follows, to wit:

BEGINING at a found ½" iron rod for an exterior corner of Cuatro Vientos East ~Wright Ranch Subdivision, Phase I~, as Recorded in Volume 34, Pages 10-11 of the Webb County Plat Records, also being a point on the Easterly right-of-way line of Loop 20 (Cuatro Vientos Rd.), a point on the Southerly right-of-way line of Bluestone Creek Blvd., the most Westerly Northwest corner of the herein described tract and the **POINT OF BEGINNING;**

THENCE along said Southerly right-of-way line of Bluestone Creek Blvd., also being the Northerly boundary line of the herein described tract, as follows:

North 68°58'44" East, 35.36 feet, to a set ½" iron rod for an exterior deflection corner to the right of this tract;

South 66°01'16" East, 175.00 feet, to a set ½" iron rod for an exterior deflection corner to the right of this tract;

South 49°19'18" East, 52.20 feet, to a set ½" iron rod for an interior corner of said Cuatro Vientos East ~Wright Ranch Phase I~ and the Northeast corner of this tract;

THENCE South 23°58'44" West, 499.09 feet, along the Easterly boundary line of the herein described tract and common boundary line with said Cuatro Vientos East ~Wright Ranch Subdivision, Phase I~, to a set ½" iron rod for a point on the South boundary line of aforesaid 4V Holdings, Ltd. Tract I and the Southeast corner of this tract;

THENCE along said Southerly boundary line of 4V Holdings, Ltd. Tract I, being the Southerly boundary line of the herein described tract, as follows:

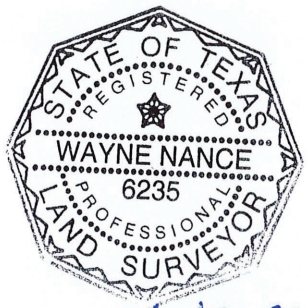
North 66°22'37" West, 201.92 feet, to a found ½" iron rod for an exterior deflection corner to the right of this tract;

North 66°11'57" West, 48.09 feet, to a set ½" iron rod for a point on the Easterly right-of-way line of Loop 20 (Cuatro Vientos Rd.) and the Southwest corner of this tract;

THENCE North 23°58'44" East, 490.49 feet, along said Easterly right-of-way line of Loop 20 (Cuatro Vientos Rd.), being the Westerly boundary line of the herein described tract, to an exterior corner of said Cuatro Vientos East ~Wright Ranch Subdivision, Phase I~, the most Westerly Northwest corner of this tract and the **POINT OF BEGINNING.**

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

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.



4.12.22

Witness my Hand and Seal

Wayne Nance, R.P.L.S

ORDINANCE NO. 2022-O-099

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING OF APPROXIMATELY 2.93 ACRE TRACT OF LAND, SITUATED IN PORCION 34, ABSTRACT 762, JOSE ANTONIO DIAZ, ORIGINAL GRANTEE, WITHIN THE LIMITS OF THE CITY OF LAREDO, IN WEBB COUNTY TEXAS, SAID 2.93 ACRE TRACT BEING OUT AND PART OF 4V HOLDINGS, LIMITED TRACT I (148.91 ACRES) AS RECORDED IN VOLUME 3702, PAGES 643-646 OF THE WEBB COUNTY DEED RECORDS, WEBB COUNTY TEXAS, LOCATED EAST OF CUATRO VIENTOS ROAD AND WEST OF HEREFORD DRIVE, FROM R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO B4 (HIGHWAY COMMERCIAL DISTRICT) PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner of approximately 2.93 acre tract of land, situated in Porcion 34, Abstract 762, Jose Antonio Diaz, Original Grantee, within the limits of the City of Laredo, in Webb County Texas, said 2.93 acre tract being out and part of 4V Holdings, Limited Tract I (148.91 acres) as recorded in Volume 3702, pages 643-646 of the Webb County Deed Records, Webb County Texas, located east of Cuatro Vientos Road and west of Hereford Drive, from R-1A (Single Family Reduced Area District) to B4 (Highway Commercial District),

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 2, 2022, 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 21, 2022 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo is hereby amended by rezoning of approximately 2.93 acre tract of land, situated in Porcion 34, Abstract 762, Jose Antonio Diaz, Original Grantee, within the limits of the City of Laredo, in Webb County Texas, said 2.93 acre tract being out and part of 4V Holdings, Limited Tract I (148.91 acres) as recorded in Volume 3702, pages 643-646 of the Webb County Deed Records, Webb County Texas, located east of Cuatro Vientos Road and west of Hereford Drive, from R-1A (Single Family Reduced Area District) to B4 (Highway Commercial District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2022.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ
CITY SECRETARY

APPROVED AS TO FORM:

_____
DAVID H. ARREDONDO
ASSISTANT CITY ATTORNEY

City Council-Regular

Meeting Date: 07/18/2022

Initiated By: Riazul Mia, Assistant City Manager

Initiated By: Pedro Alegria, Owner; ALS Laredo Holdings, LLC., Applicant; Sherfey Engineering, Representative

Staff Source: Orlando D. Navarro, Planning Director

SUBJECT

2022-O-100 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning an approximately 2.85 acres, situated in Porcion 34, Abstract 762, Jose Antonio Diaz, Original Grantee, and Survey 2386, Abstract 3264, J. & H. Wormser, Original Grantee, same being out of Tract "A" as recorded in Volume 3342, pages 699-707, Webb County Official Public Records, located north of Lomas Del Sur Boulevard and east of Ejido Avenue, from B-1 (Limited Business District) to B-3 (Community Business District).

ZC-054-2022
District I

PREVIOUS COUNCIL ACTION

This item was introduced at the City Council meeting of June 21, 2022.

BACKGROUND

Council District: I - Cm. Rudy Gonzalez, Jr.

Proposed use: Commercial; The applicant did not specify the type of commercial use.

Site: The site is currently vacant undeveloped land.

Surrounding land uses: To the North is vacant undeveloped land. To the East is vacant land and single family reduced area residential uses. To the West is Ejido Avenue and single family residential uses. To the South is Lomas Del Sur Boulevard and a commercial plaza, which includes Variety Meats, Creative Kids Learning Academy, and Panos Bakery.

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

Transportation Plan: The Long Range Thoroughfare Plan identifies Lomas Del Sur Boulevard as a Major Arterial and identifies Ejid Avenue as a Minor Arterial.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 16 In Favor: 0 Opposed: 0

COMMITTEE RECOMMENDATION

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

STAFF RECOMMENDATION

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

1. The proposed B-3 District is in conformance with the Comprehensive Plan's designation of this area as Neighborhood Mixed-Use (ALL EXCEPT M-1, M-2, B-4, AH, AN, FH, OG, FiH. See Future land Use Map, page 1.14, 1.16 & 1.19.)
2. The property meets the minimum lot width of 46 feet for a B-3 zone district as per the Laredo Land Development Code Section 24.77.
3. The proposed zoning is compatible with commercial and residential uses in the area.
4. This zone change may not adversely impact the conditions in the surrounding properties or neighborhood.

Staff **supports** the application.

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

Is this change contrary to the established land use pattern?
No. There are commercial uses to the south of the property.

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Would this change create an isolated zoning district unrelated to surrounding districts?
No. To the east and to the south of the property, the area is zoned commercial. This allows the zone change to be compatible with the different types of commercial uses in the area.

Will change adversely influence living conditions in the neighborhood?
No. The area contains a mix of residential and commercial uses.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
The applicant did not specify the type of commercial use.

Fiscal Impact

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

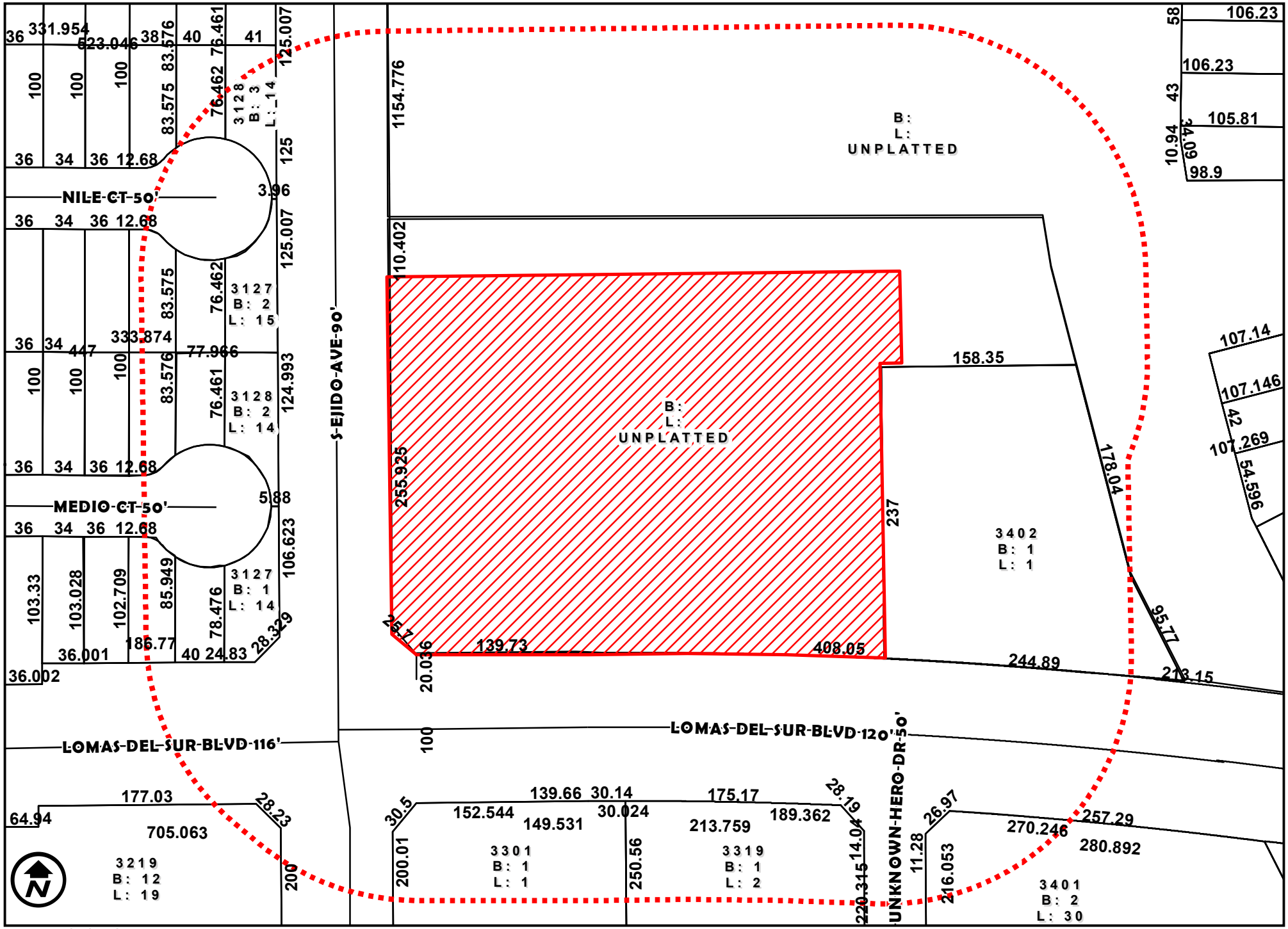
Attachments

Maps
Survey
FINAL Ordinance

AERIAL MAP
1 inch = 100 feet

ZC-54-2022
COUNCIL DISTRICT 1
EAST OF SOUTH EJIDO AVE. AND NORTH OF LOMAS DEL SUR BLVD.

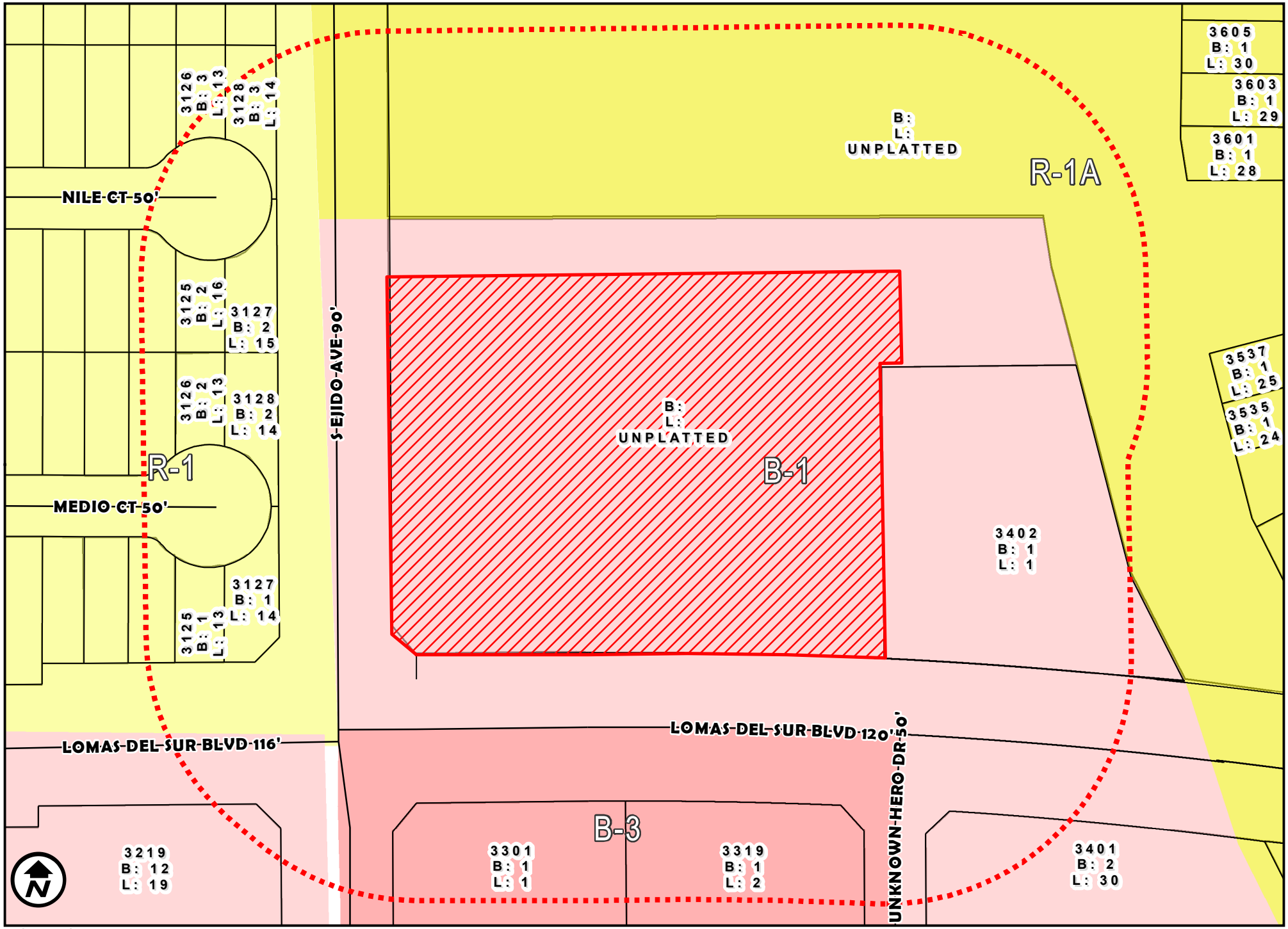
APPLICATION FOR
B-1 (LIMITED BUSINESS DISTRICT) TO
B-3 (COMMUNITY BUSINESS DISTRICT)



DIMENSIONS MAP
1 inch = 100 feet

ZC-54-2022
COUNCIL DISTRICT 1
EAST OF SOUTH EJIDO AVE. AND NORTH OF LOMAS DEL SUR BLVD.

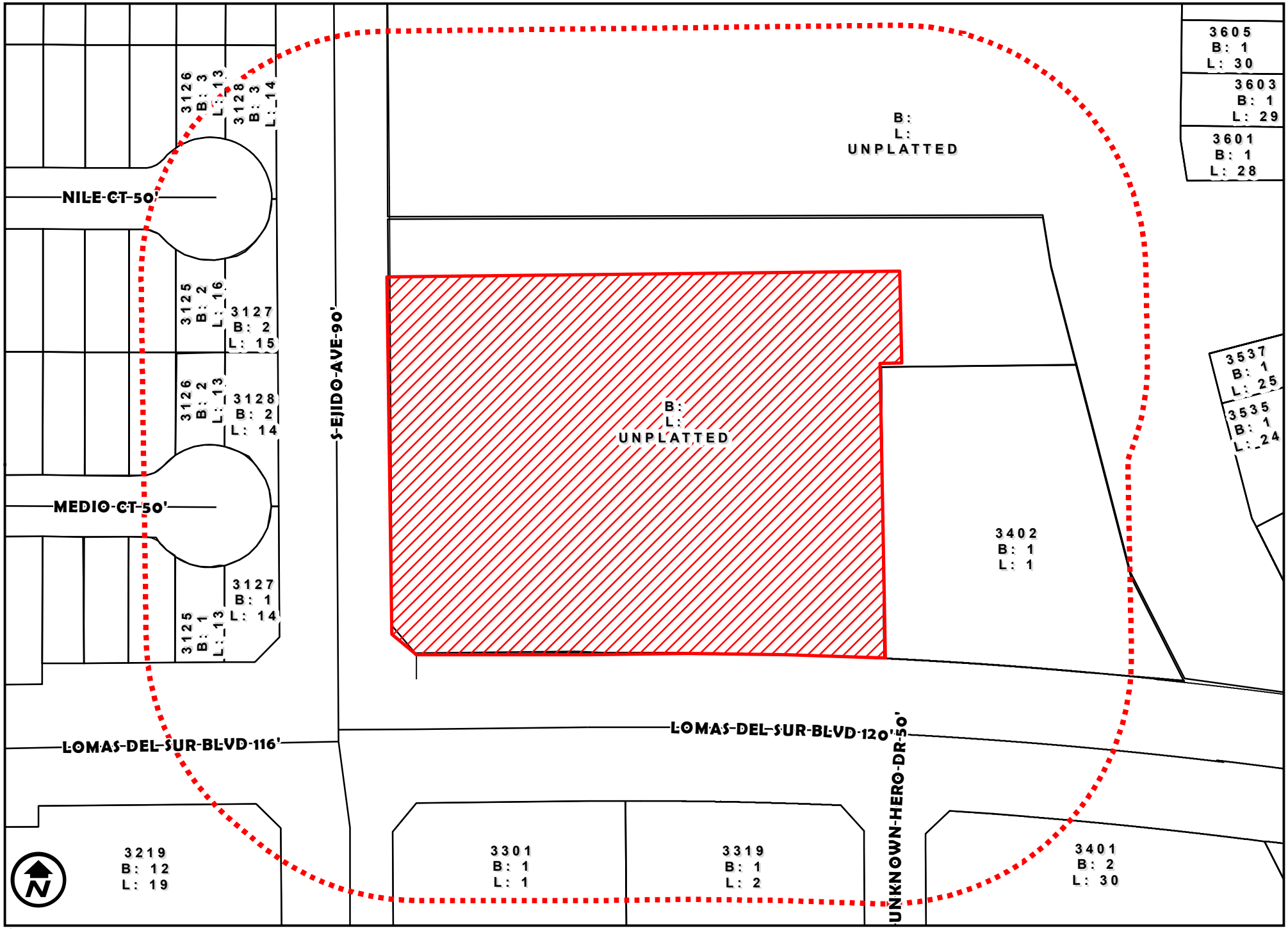
APPLICATION FOR
B-1 (LIMITED BUSINESS DISTRICT) TO
B-3 (COMMUNITY BUSINESS DISTRICT)



ZONING MAP
1 inch = 100 feet

ZC-54-2022
COUNCIL DISTRICT 1
EAST OF SOUTH EJIDO AVE. AND NORTH OF LOMAS DEL SUR BLVD.

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



SURVEY MAP

1 inch = 100 feet

ZC-54-2022

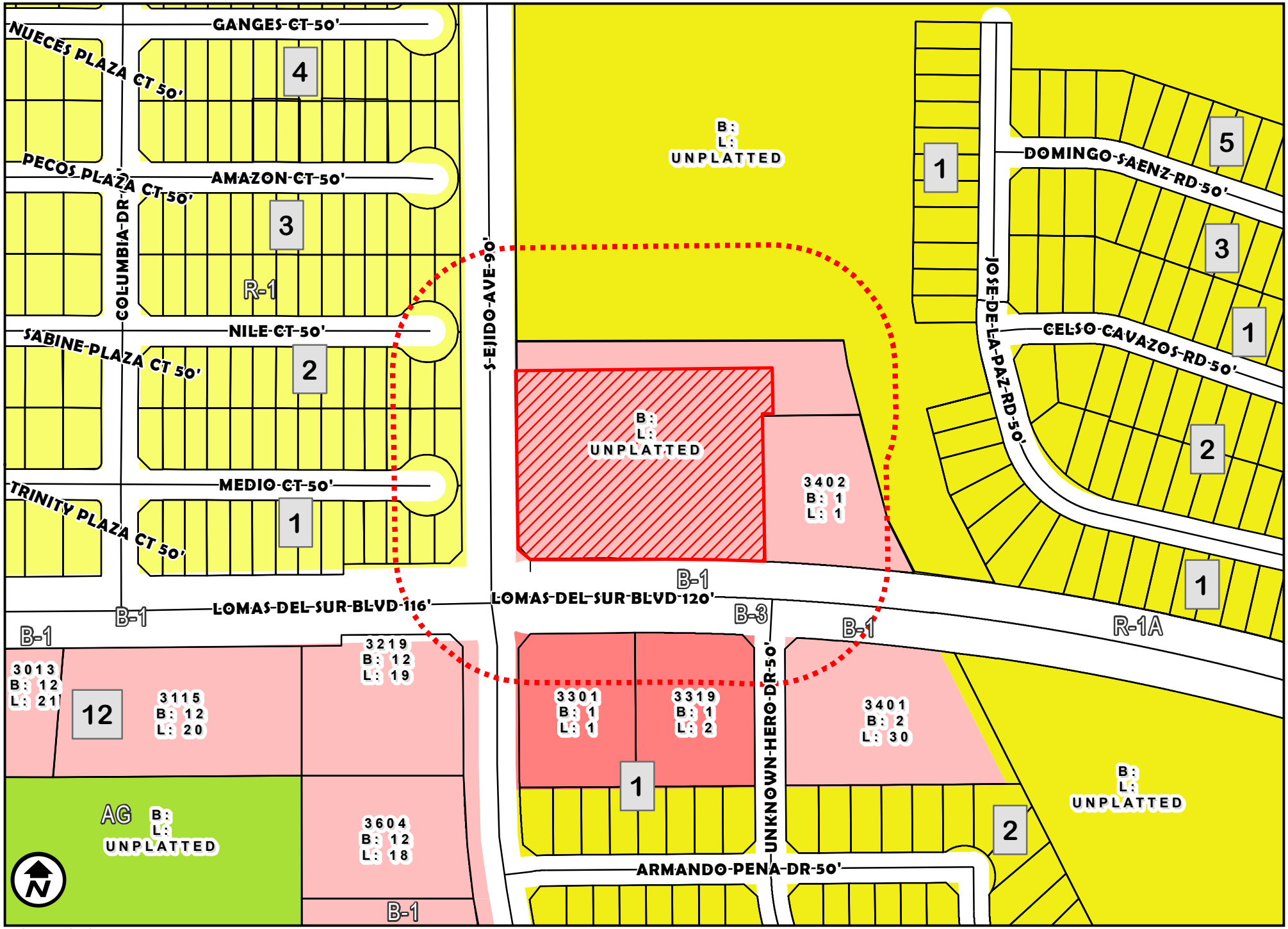
COUNCIL DISTRICT 1

EAST OF SOUTH EJIDO AVE. AND NORTH OF LOMAS DEL SUR BLVD.

APPLICATION FOR

B-1 (LIMITED BUSINESS DISTRICT) TO

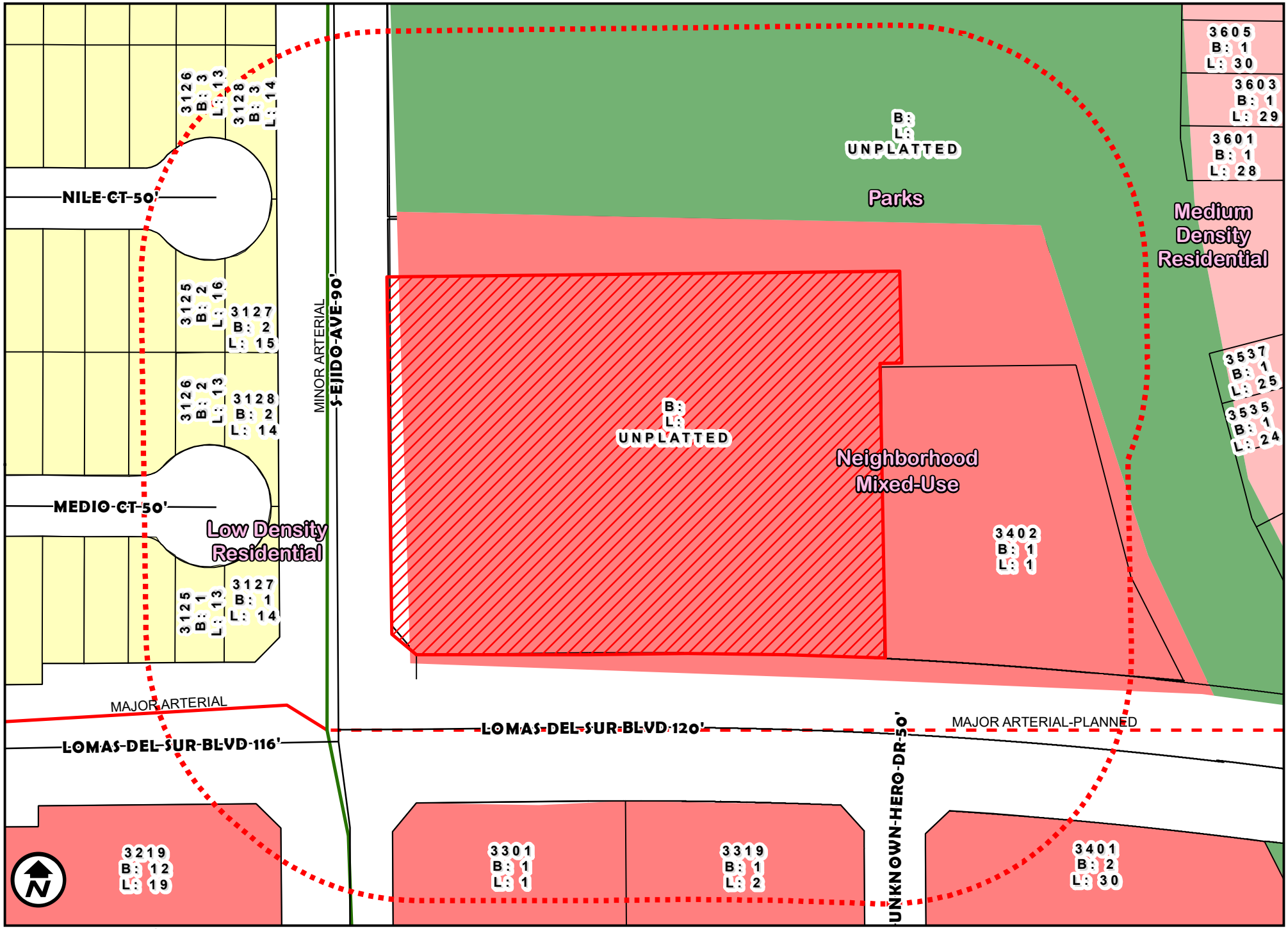
B-3 (COMMUNITY BUSINESS DISTRICT)



ZONING OVERVIEW
1 inch = 200 feet

ZC-54-2022
COUNCIL DISTRICT 1
EAST OF SOUTH EJIDO AVE. AND NORTH OF LOMAS DEL SUR BLVD.

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

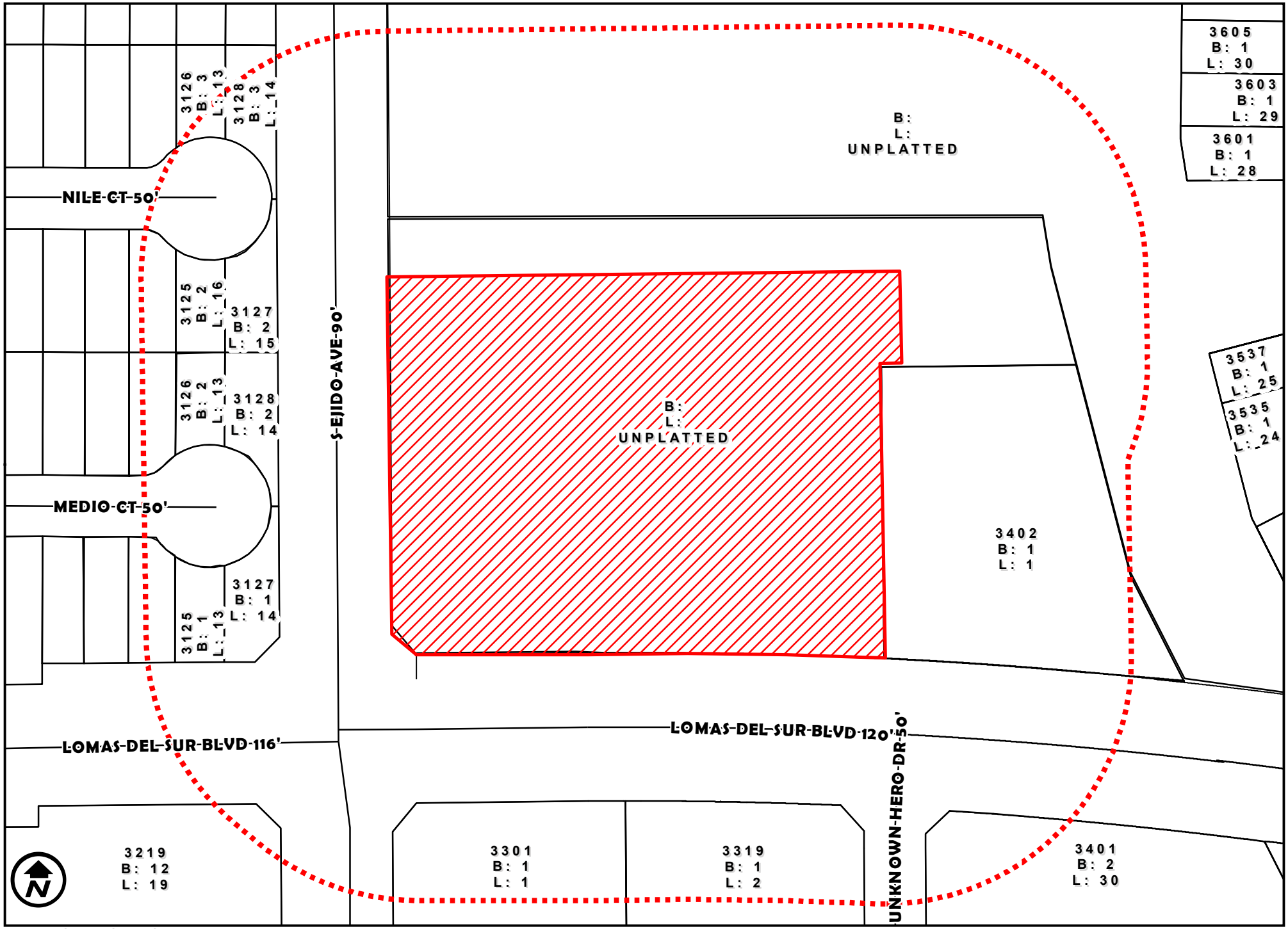


FUTURE LANDUSE

1 inch = 100 feet

ZC-54-2022
COUNCIL DISTRICT 1
EAST OF SOUTH EJIDO AVE. AND NORTH OF LOMAS DEL SUR BLVD.

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



200' NOTIFICATION
1 inch = 100 feet

ZC-54-2022
COUNCIL DISTRICT 1
EAST OF SOUTH EJIDO AVE. AND NORTH OF LOMAS DEL SUR BLVD.

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

LEGEND

- ○ S.I.R.= SET ½" IRON ROD
- ○ F.I.R.= FOUND ½" IRON ROD

BASIS OF BEARINGS:

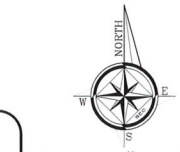
BEARING BASIS IS TEXAS COORDINATE SYSTEM, TEXAS SOUTH ZONE, NAD 83, GRID BASED ON OPUS SOLUTION.

FLOOD NOTE:

BY GRAPHIC PLOTTING ONLY(AREAS OF MINIMAL FLOODING) OF THE FLOOD INSURANCE RATE MAP,

SUBJECT IS NOT LOCATED IN A FLOOD PLAIN ACCORDING TO FIRM MAP COMMUNITY–PANEL NUMBER 48479C1380C APRIL 02, 2008.

Scale: 1"= 60'



THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT

CERTIFICATE OF SURVEYOR

I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION, ON THE GROUND, THAT THE CORNER MONUMENTS SHOWN WERE PROPERLY PLACED OR LOCATED UNDER MY SUPERVISION.

FRANCISCO ESTRADA, IV. TEXAS R.P.L.S. No. 5862

04-19-2022
DATE

SURVEY OF

A TRACT OF LAND CONTAINING 2.85 ACRES OF LAND, MORE OR LESS, SITUATED IN PORCION 34, ABSTRACT 762, JOSE ANTONIO DIAZ ORIGINAL GRANTEE, AND SURVEY 2386, ABSTRACT 3264, J. & H. WORMSER ORIGINAL GRANTEE SAME BEING OUT OF TRACT "A" AS RECORDED IN VOLUME 3342, PAGES 699-707, WEBB COUNTY OFFICIAL PUBLIC RECORDS.

Drawn By	:FE
Checked By	:FE
Approved By	:FE
Date	:04/19/2022
Revision	:0
Project No.	:8316.00

SHERFEY ENGINEERING COMPANY, L.L.C.
104 Del Court
Suite 400
Laredo, Texas 78041
(956) 791-3511
TBPE FIRM REGISTRATION No: F-3132

File : X:\Open Projects\8316.00 Lomas Del Sur Unit VI\T1.0 Surveys & MBDs\2.85 ACRE SURVEY-ZONE CHANGE.dwg

TRACT "A"
ALS HOLDINGS, LLC
VOLUME 3342, PAGES 699-707
W.C.O.P.R.
EXISTING ZONING: R-1A

N89°51'13"E 417.04'

S.I.R.

74.69'

S00°32'30"E

S89°27'30"W
17.50'

50' WIDE PIPELINE EASEMENT
(REC. VOL. 1565, PGS. 228-243, W.C.D.R.)

4.57'

PORCION 34
SURVEY 2386

EXISTING ZONING: R-1

EJIDO AVENUE
(90' RIGHT-OF-WAY)
(REC. VOL. 1672, PGS. 190-193, W.C.O.P.R.)

EXISTING FENCE LINE

290.73'

N00°16'38"W

EXISTING WATERLINE

4.94'

2.85 ACRE TRACT

EXISTING ZONING: B-1

PROPOSED ZONING: B-3

237.00'

S00°32'26"E

EXISTING ZONING: B-1
TRACT "A"
ALS HOLDINGS, LLC
VOLUME 3342, PAGES 699-707
W.C.O.P.R.

L=241.83
R=3888.47
Δ=03°33'48"
CH.=241.79
CH.B.=N88°51'11"W

N49°43'57"W
25.70'

EXISTING TRAFFIC BOX

S89°25'24"W 139.73'

EXISTING POWERLINE
EXISTING WATERLINE

INLET

EXISTING ELECTRIC BOX

POINT OF BEGINNING
AT A FOUND 1/2 INCH IRON ROD FOR 2.85 ACRE TRACT

LOMAS DEL SUR BOULEVARD
(120' R.O.W. - 63' B/B)
VOL. 3484, PGS. 206-225
W.C.O.P.R.

SURVEY 2386
PORCION 35

EXISTING ZONING: B-3

EXISTING ZONING: B-3

EXISTING ZONING: B-1

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

METES AND BOUNDS DESCRIPTION
2.85 ACRE TRACT
WEBB COUNTY, TEXAS

A tract of land containing 2.85 acres of land, more or less, situated in Porcion 34, Abstract 762, Jose Antonio Diaz original grantee, and Survey 2386, Abstract 3264, J. & H. Wormser original grantee same being out of Tract "A" as recorded in Volume 3342, Pages 699-707, Webb County Official Public Records and being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2 inch iron rod on the north right-of-way line of Lomas Del Sur Boulevard (a 120 foot wide right-of-way) as recorded in Volume 3484, Pages 206-225, Webb County Official Public Records, the southwest corner of the herein described tract;

THENCE, N 49°43'57" W, leaving the north right-of-way line of said Lomas Del Sur Boulevard a distance of 25.70 feet to a set 1/2 inch iron rod a point on the east right-of-way line of Ejido Avenue (a 90 foot wide right-of-way) as recorded in Volume 1672, Pages 190-193, Webb County Official Public Records, a deflection right;

THENCE, N 00°16'38" W, continuing along the east right-of-way line of said Ejido Avenue (a 90 foot wide right-of-way) a distance of 290.73 to a set 1/2 inch iron rod, the northwest corner of the herein described tract;

THENCE, N 89°51'13" E, leaving the east right-of-way line of said Ejido Avenue (a 90 foot wide right-of-way) a distance 417.04 feet to a set 1/2 inch iron rod, the northeast corner of the herein described tract;

THENCE, S 00°32'30" E, a distance of 74.69 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, S 89°27'30" W, a distance of 17.50 feet to a set 1/2 inch iron rod, a deflection left;

THENCE, S 00°32'26" E, a distance of 237.00 feet to a set 1/2 inch iron rod a point on the north right-of-way line of said Lomas Del Sur Boulevard same being a non-tangent point of curvature to left and the southeast corner of the herein described tract;

THENCE, along the north right-of-way line of said Lomas Del Sur Boulevard and said arc to the left with a radius of 3,888.47 feet, a delta of 03°33'48", a chord and chord bearing of 241.79 feet and N 88°51'11" W a distance of 241.83 feet to a set 1/2 inch iron rod, a tangent point;

THENCE, S 89°25'24" W, continuing along the north right-of-way line of said Lomas Del Sur Boulevard a distance of 139.73 feet to return to and close at the **POINT OF BEGINNING**, containing 2.85 acres of land.

State of Texas §
County of Webb §

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

Francisco Estrada IV
R.P.L.S. No. 5862-Texas

04-19-2022
Current Date

STATE OF TEXAS
REGISTERED
FRANCISCO ESTRADA IV
5862
PROFESSIONAL
LAND SURVEYOR

X:\Open Projects\8316.00 Lomas Del Sur Unit VI\11.0 Surveys & MBDs\2.85 ACRE TRACT.docx

ORDINANCE NO. 2022-O-100

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING OF APPROXIMATELY 2.85 ACRES, SITUATED IN PORCION 34, ABSTRACT 762, JOSE ANTONIO DIAZ, ORIGINAL GRANTEE, AND SURVEY 2386, ABSTRACT 3264, J. & H. WORMSER, ORIGINAL GRANTEE, SAME BEING OUT OF TRACT "A" AS RECORDED IN VOLUME 3342, PAGES 699-707, WEBB COUNTY OFFICIAL PUBLIC RECORDS, LOCATED NORTH OF LOMAS DEL SUR BOULEVARD AND EAST OF EJIDO AVENUE, 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 approximately 2.85 acres, situated in Porcion 34, Abstract 762, Jose Antonio Diaz, Original Grantee, and Survey 2386, Abstract 3264, J. & H. Wormser, Original Grantee, same being out of Tract "A" as recorded in Volume 3342, Pages 699-707, Webb County Official Public Records, located north of Lomas Del Sur Boulevard and east of Ejido Avenue, 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 19, 2022, 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 21, 2022 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo is hereby amended by rezoning of approximately 2.85 acres, situated in Porcion 34, Abstract 762, Jose Antonio Diaz, Original Grantee, and Survey 2386, Abstract 3264, J. & H. Wormser, Original Grantee, same being out of Tract "A" as recorded in Volume 3342, Pages 699-707, Webb County Official Public Records, located north of Lomas Del Sur Boulevard and east of Ejido Avenue, 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 _____, 2022.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ
CITY SECRETARY

APPROVED AS TO FORM:

_____
DAVID H. ARREDONDO
ASSISTANT CITY ATTORNEY

City Council-Regular

Meeting Date: 07/18/2022

Initiated By: Riazul Mia, Assistant City Manager

Initiated By: Daniel D. Wyers, Owner; Laredo Amanecer Homes, Ltd., Applicant; Sherfey Engineering, Representative

Staff Source: Orlando D. Navarro, Planning Director

SUBJECT

2022-O-101 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning an approximately 11.91 acres, situated in Porcion 35, Abstract 546, Jose M. Dias, Original Grantee, and out of a 358.54 acre tract as conveyed and recorded per Warranty Deed dated June 03, 2015, Volume 3801, pages 143-147, Webb County Official Public Records, located south of Bella Street and west of Ejido Avenue, from R-1 (Single Family Residential District) to R-1A (Single-Family Reduced Area District).

ZC-055-2022
District I

PREVIOUS COUNCIL ACTION

This item was introduced at the City Council meeting of June 21, 2022.

BACKGROUND

Council District: I - Cm. Rudy Gonzalez, Jr.

Proposed use: Residential

Site: The site is currently vacant undeveloped land.

Surrounding land uses: To the north of the site is primarily R-1A single family reduced area use. To the east of site is primarily R-1A single family reduced area use. To the south of the site is predominantly vacant undeveloped land and multi-family residential uses. To the west of the site is vacant undeveloped land.

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

Transportation Plan: The Long Range Thoroughfare Plan identifies Ejido Avenue as a Minor Arterial and does not identify Bella Street.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 7 In Favor: 0 Opposed: 0

COMMITTEE RECOMMENDATION

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

STAFF RECOMMENDATION

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

1. The proposed R-1A District is in conformance with the Comprehensive Plan's designation of this area as Low Density Residential (R-1, R-1-MH, R-1A, R-1B, R-s, B-1R, and R-O with exceptions*), which allows for R-1A zoning district.
2. The proposed zoning is compatible with residential uses in the area which are R-1A immediately adjacent to the north and east.
3. To the north and east of the site abuts a large area of single family reduced area uses.
4. The proposed zone change may not adversely impact the conditions in the surrounding properties or neighborhood.

Staff **supports** the application.

R-1A. The purpose of the R-1A (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 o single family residential lots with a minimum of 4500 square feet.

Is this change contrary to the established land use pattern?
No, the site abuts a large area of R-1A to the north and east.

Would this change create an isolated zoning district unrelated to surrounding districts?
No, the site abuts large areas of R-1A to the north and east.

39

f

Will change adversely influence living conditions in the neighborhood?
No, there are similar uses within the vicinity of the site.

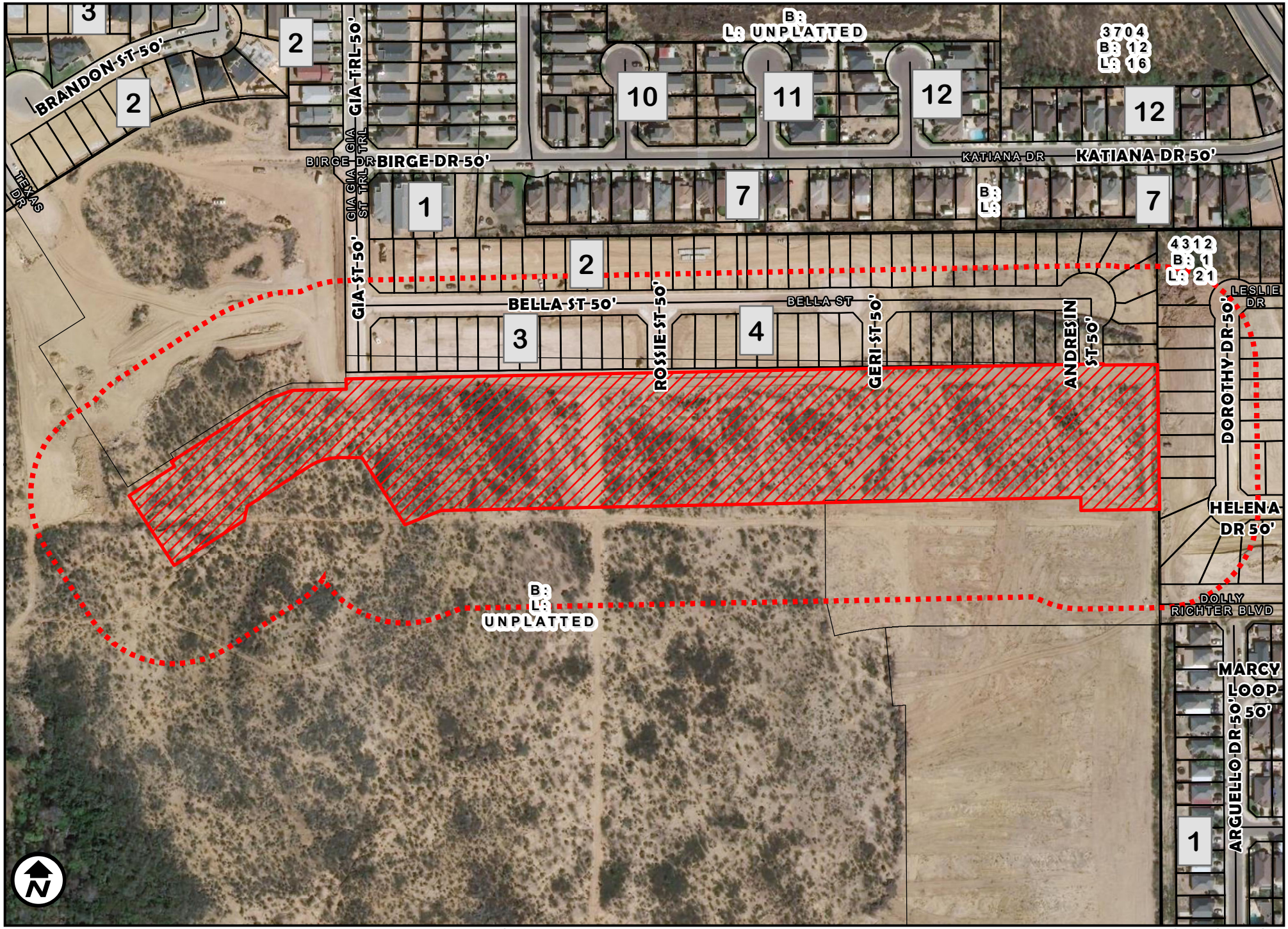
Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes, the existing R-1 zone does not allow for the specific residential type use intended by the applicant.

Fiscal Impact

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

Attachments

Maps
Survey
FINAL Ordinance



AERIAL MAP

1 inch = 250 feet

ZC-55-2022

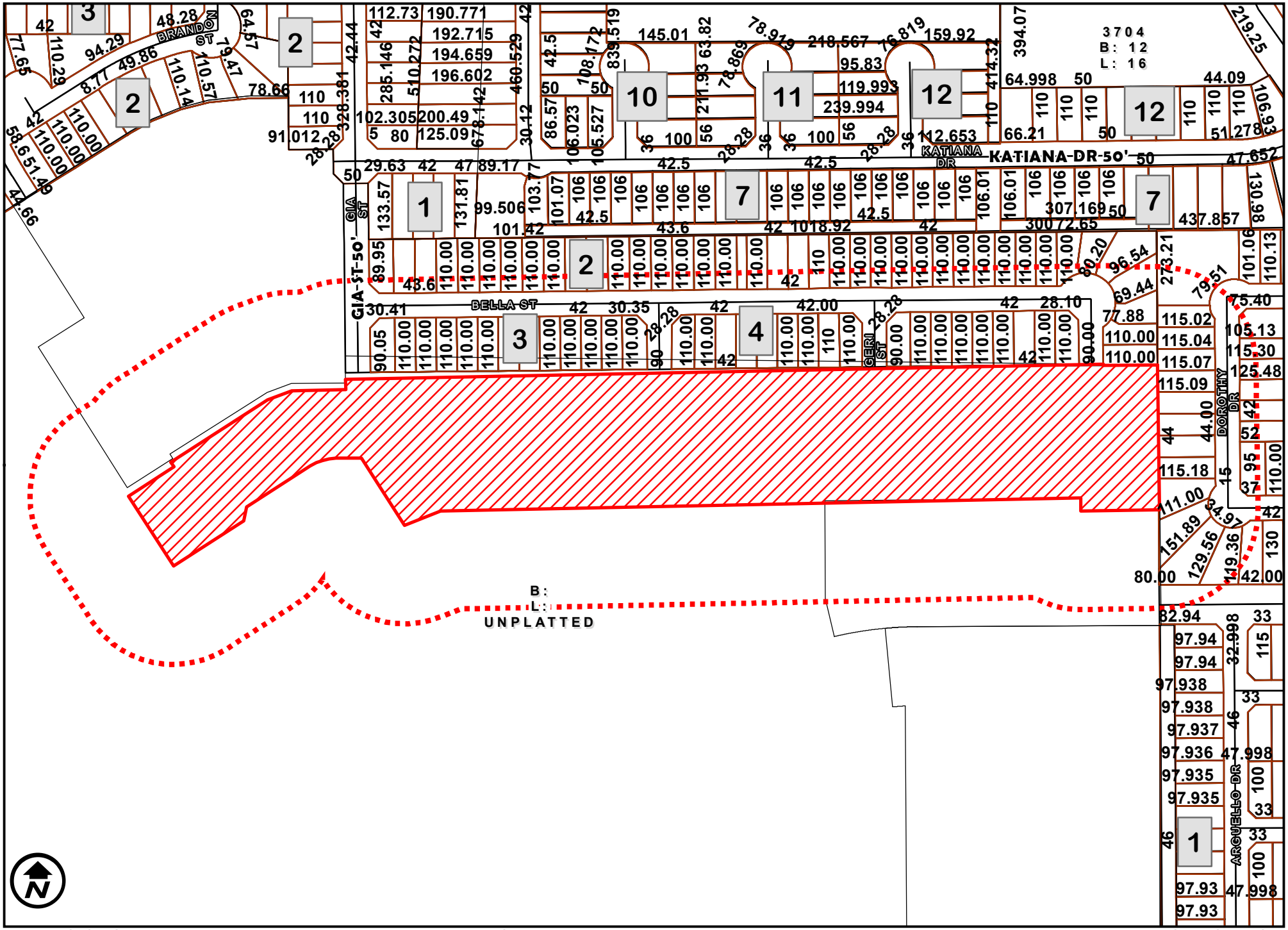
COUNCIL DISTRICT 1

SOUTH OF BELLA ST. AND WEST OF EJIDO AVE.

APPLICATION FOR

R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO

R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)



DIMENSIONS MAP

1 inch = 250 feet

ZC-55-2022

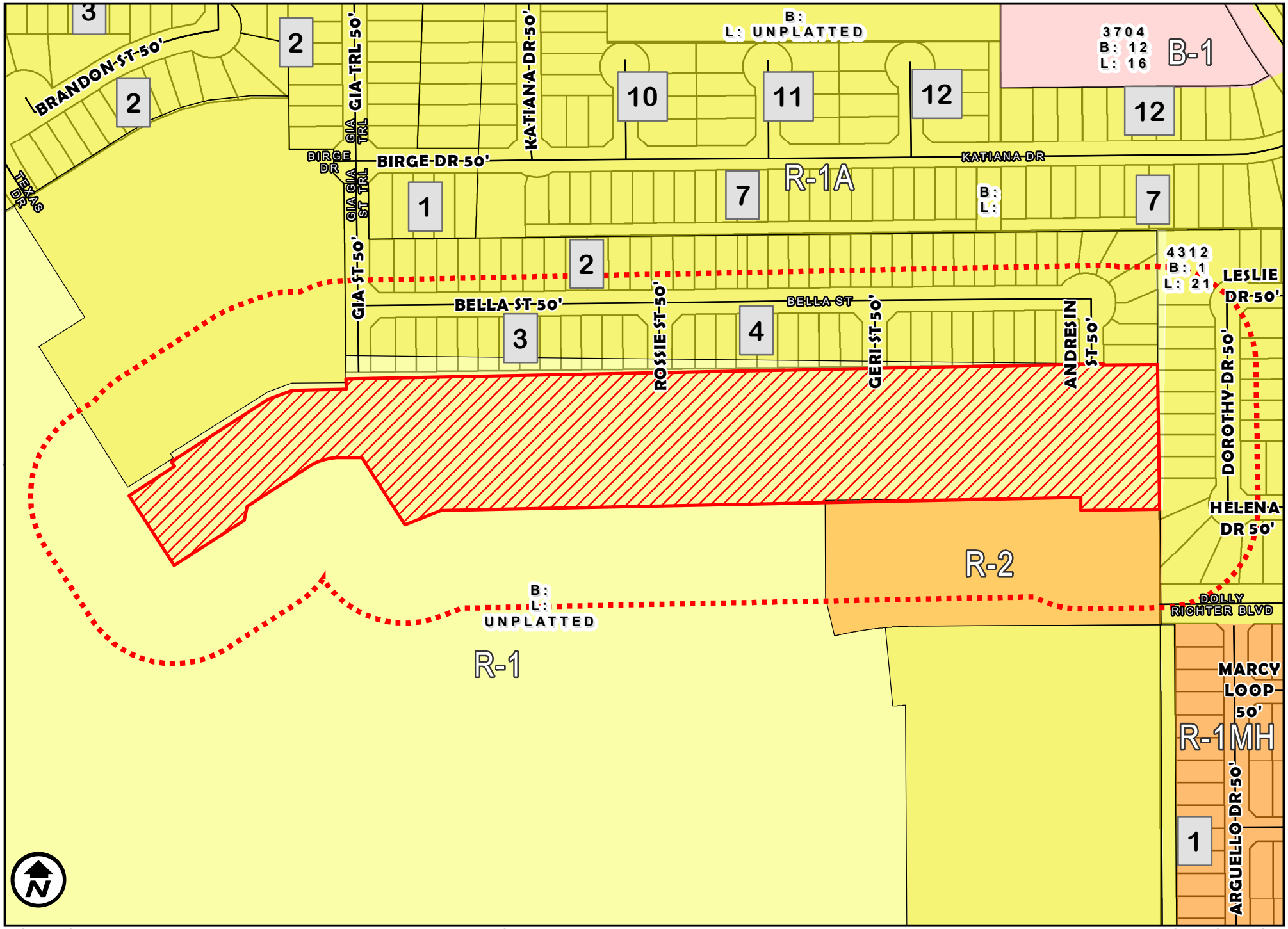
COUNCIL DISTRICT 1

SOUTH OF BELLA ST. AND WEST OF EJIDO AVE.

APPLICATION FOR

R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO

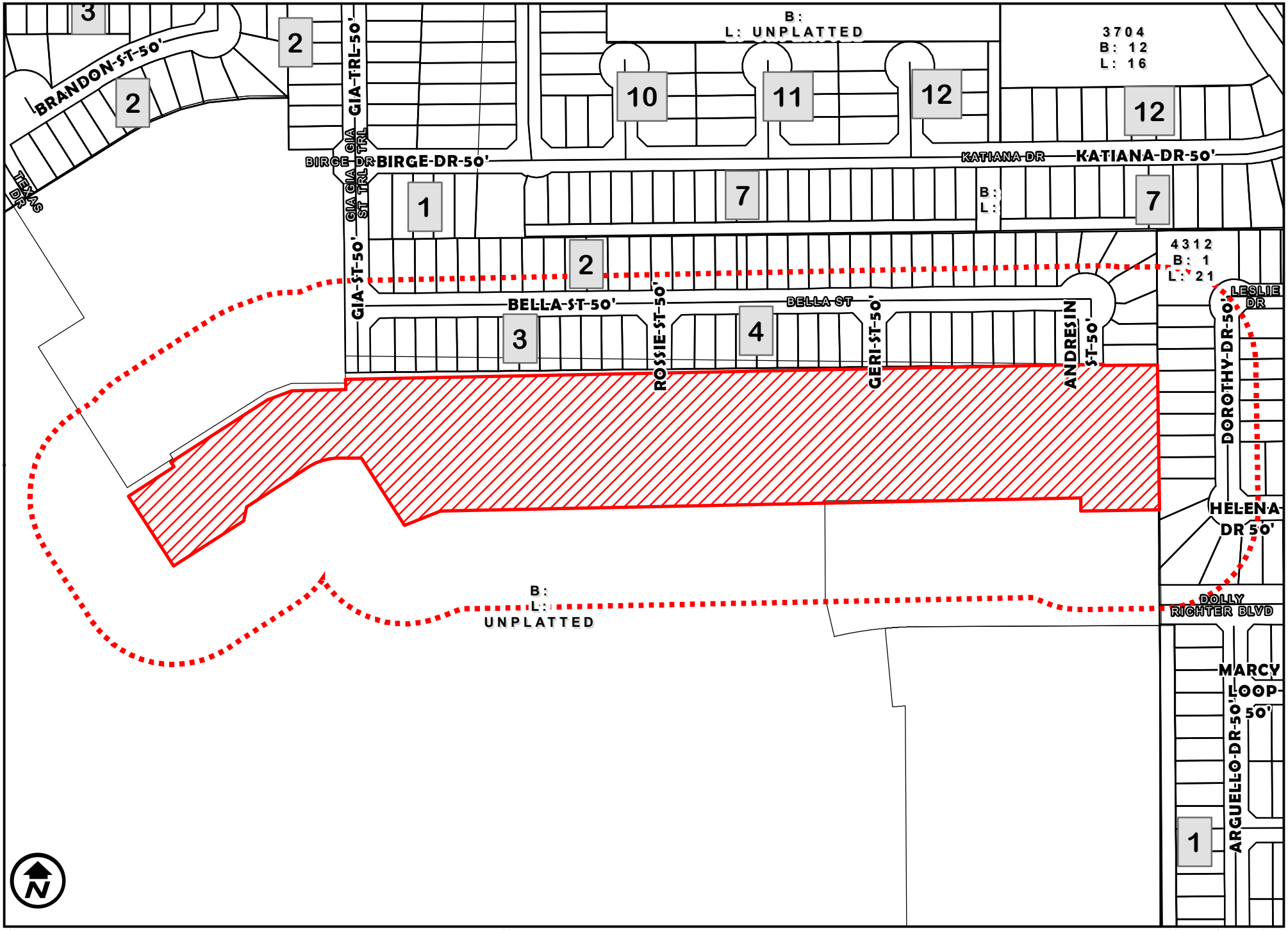
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)



ZONING MAP
1 inch = 250 feet

ZC-55-2022
COUNCIL DISTRICT 1
SOUTH OF BELLA ST. AND WEST OF EJIDO AVE.

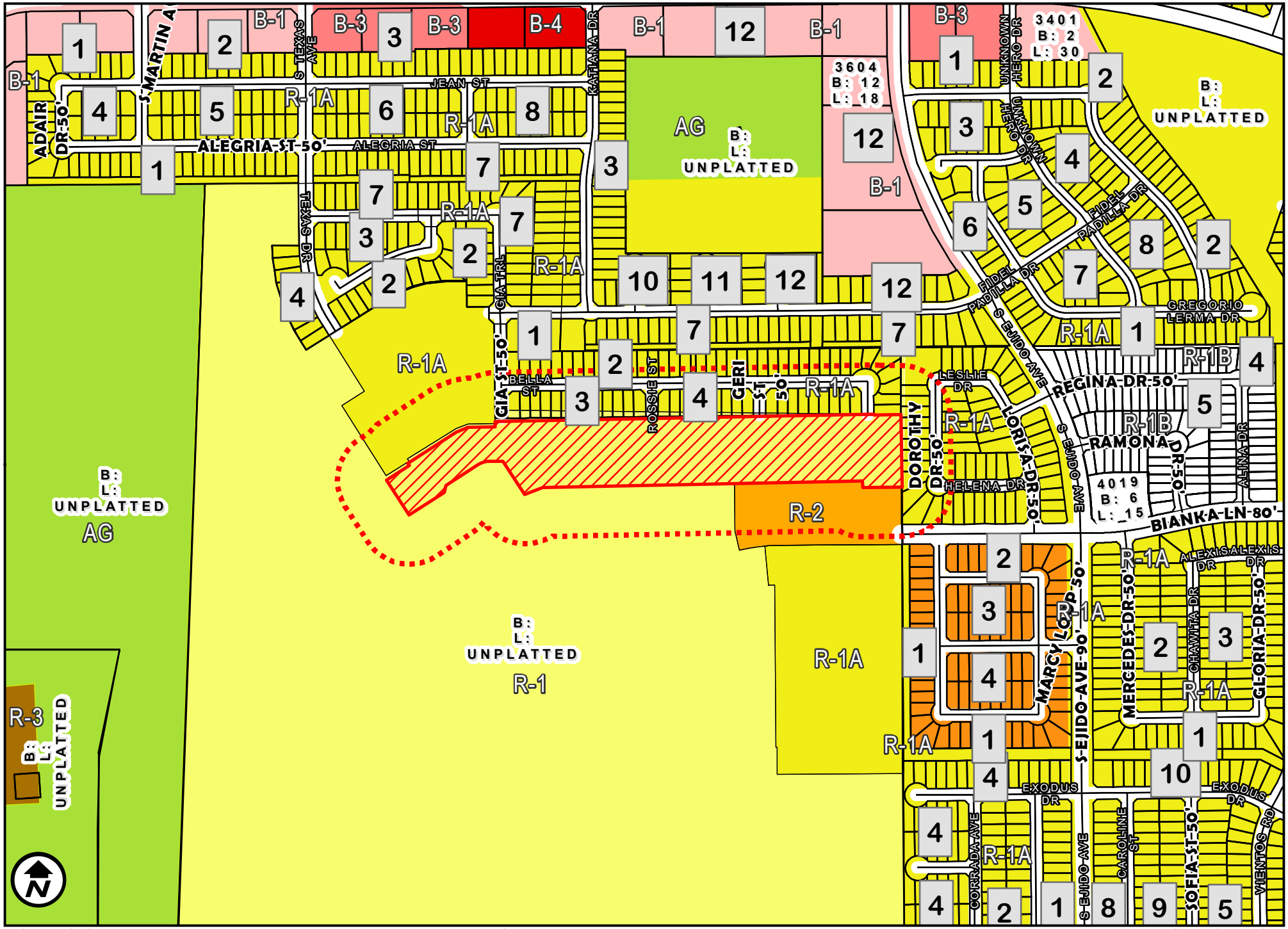
APPLICATION FOR
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)



SURVEY MAP
1 inch = 250 feet

ZC-55-2022
COUNCIL DISTRICT 1
SOUTH OF BELLA ST. AND WEST OF EJIDO AVE.

APPLICATION FOR
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)



ZONING OVERVIEW

1 inch = 500 feet

ZC-55-2022

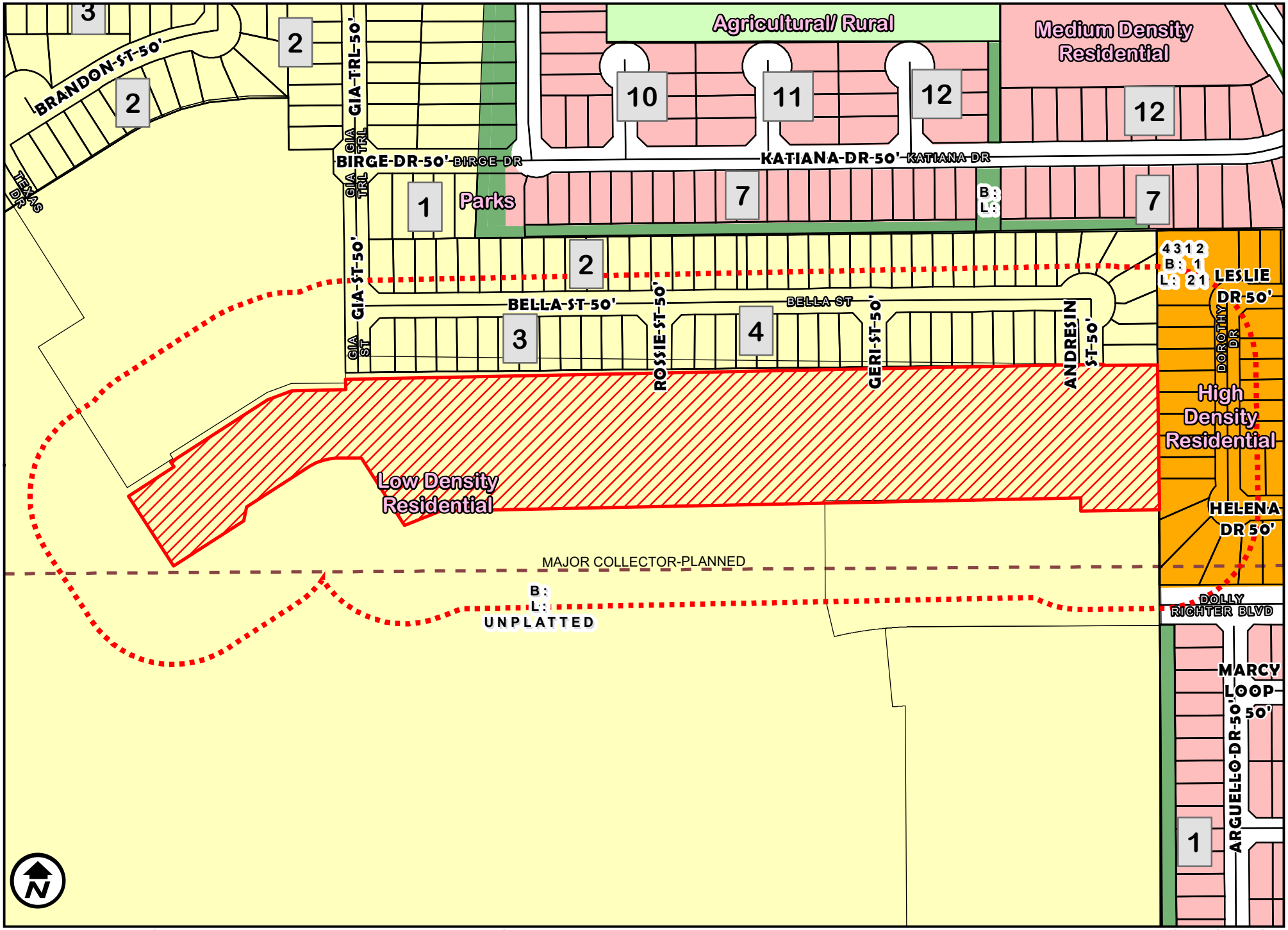
COUNCIL DISTRICT 1

SOUTH OF BELLA ST. AND WEST OF EJIDO AVE.

APPLICATION FOR

R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO

R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)



FUTURE LANDUSE

1 inch = 250 feet

ZC-55-2022

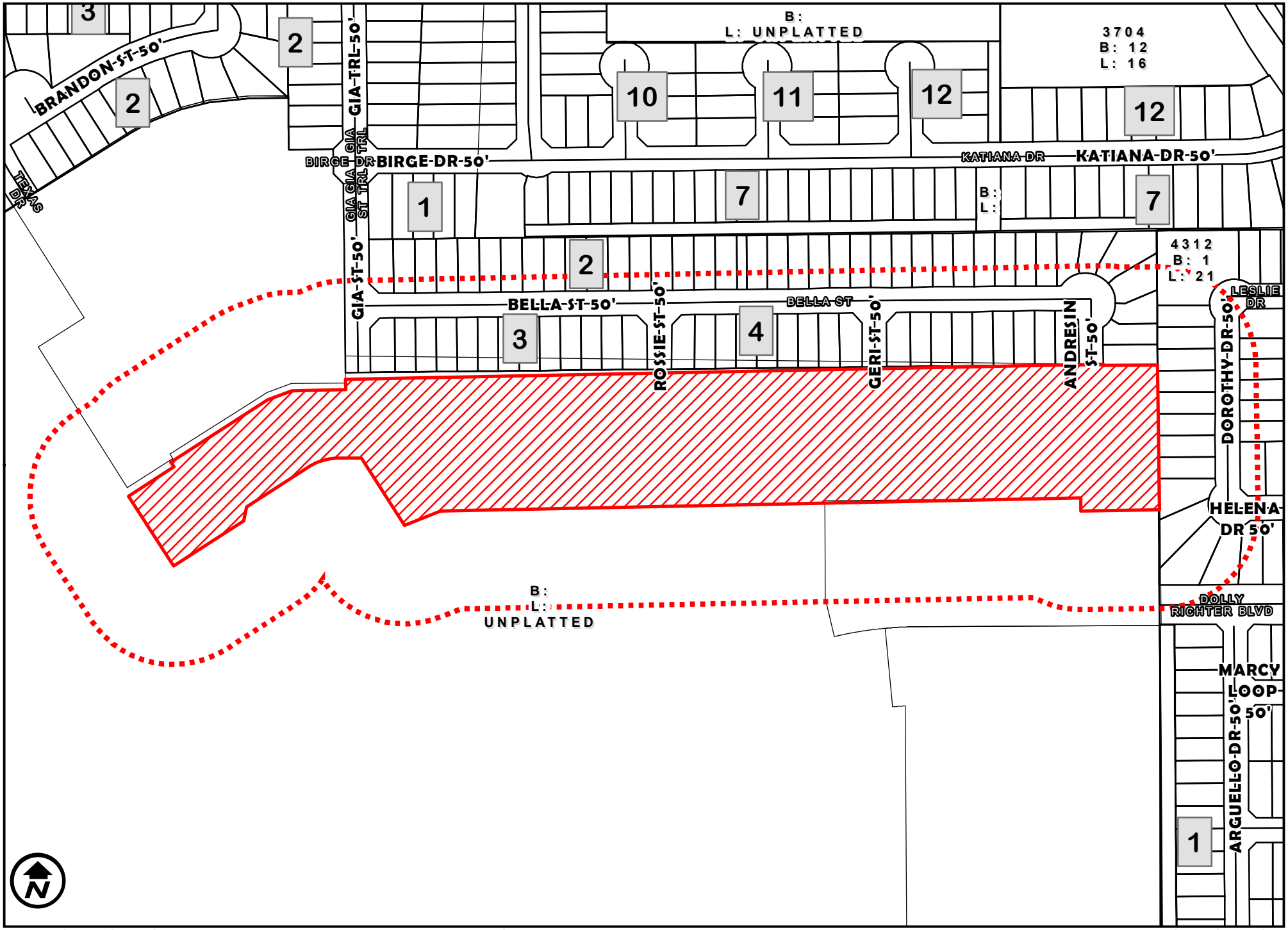
COUNCIL DISTRICT 1

SOUTH OF BELLA ST. AND WEST OF EJIDO AVE.

APPLICATION FOR

R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO

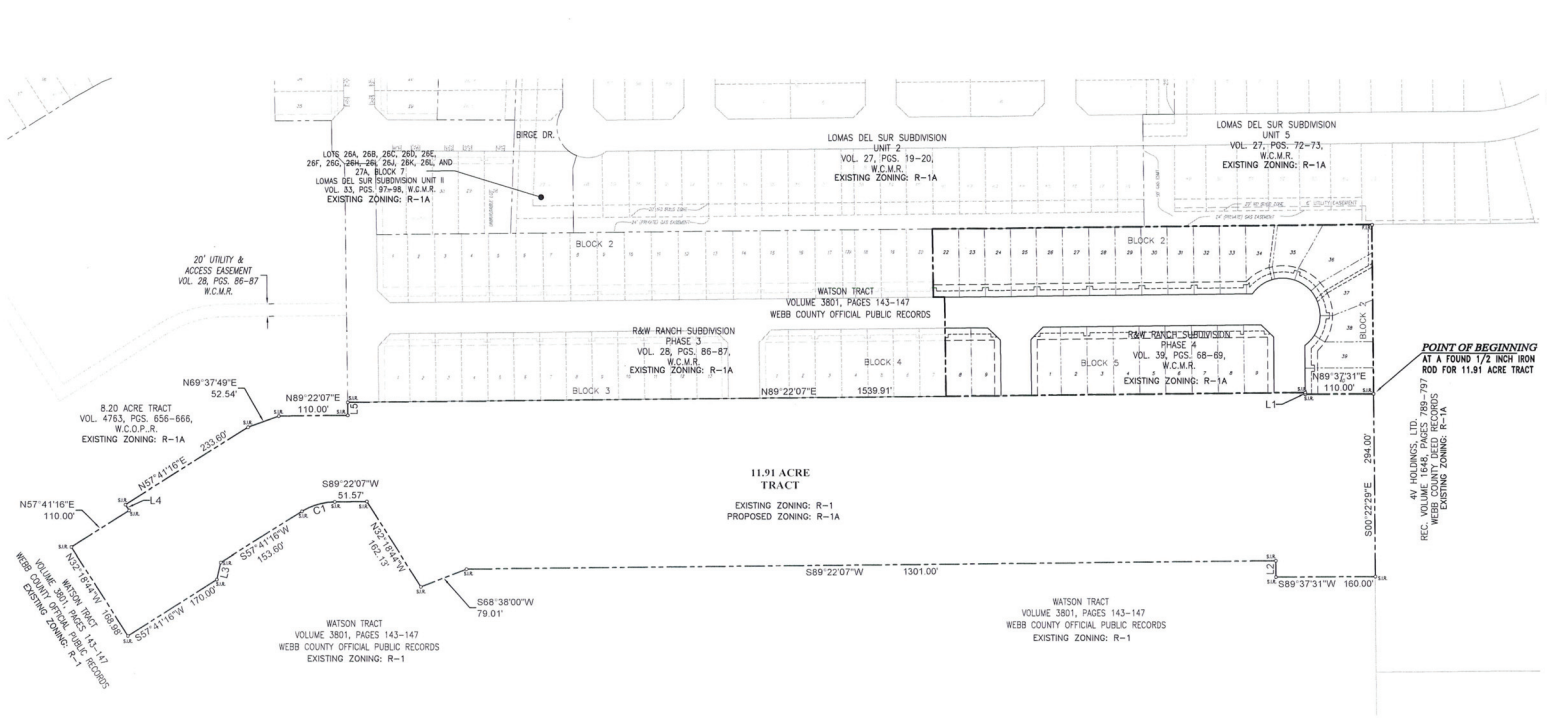
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)



200' NOTIFICATION
1 inch = 250 feet

ZC-55-2022
COUNCIL DISTRICT 1
SOUTH OF BELLA ST. AND WEST OF EJIDO AVE.

APPLICATION FOR
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)



SCALE: 1" = 100 FT. (22" x 34")
1" = 200 FT. (11" x 17")

LEGEND

- S.I.R.= SET ½" IRON ROD
- F.I.R.= FOUND ½" IRON ROD

BASIS OF BEARINGS:

THE BEARINGS FOR THIS SURVEY ARE BASED ON THE TEXAS COORDINATES SYSTEM, SOUTH ZONE, NAD 83, GRID BASED ON OPUS SOLUTION.

FLOOD NOTE:

BY GRAPHIC PLOTTING ONLY, PROPERTY IS WITHIN ZONE(S) C (AREAS OF MINIMAL FLOODING) OF THE FLOOD INSURANCE RATE MAP.

SUBJECT IS NOT LOCATED IN FLOOD PLAIN ACCORDING TO FIRM MAP, COMMUNITY-PANEL NUMBER 48479 1380 C APRIL 02, 2008.

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	55.29'	100.00	31°40'51"	S73° 31' 41"W	54.59'

Line Table		
Line #	Length	Direction
L1	2.71'	S0° 22' 29"E
L2	26.48'	N0° 22' 29"W
L3	28.28'	S12° 41' 16"W
L4	11.02'	N32° 18' 44"W
L5	21.00'	N0° 37' 53"W

STATE OF TEXAS
REGISTERED
FRANCISCO ESTRADA IV
5862
PROFESSIONAL
LAND SURVEYOR

CERTIFICATE OF SURVEYOR

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION, ON THE GROUND, THAT THE CORNER MONUMENTS SHOWN WERE PROPERLY PLACED OR LOCATED UNDER MY SUPERVISION.

FRANCISCO ESTRADA, IV, TEXAS R.P.L.S. No. 5862

04/19/2022
DATE

GENERAL NOTE:
THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

BOUNDARY SURVEY OF

A TRACT OF LAND CONTAINING 11.91 ACRES OF LAND, MORE OR LESS, SITUATED IN PORCION 35, ABSTRACT 546, JOSE M. DIAS ORIGINAL GRANTEE AND OUT OF A 11.91 ACRE TRACT AS CONVEYED TO LAREDO AMANECER HOMES, LTD. AND RECORDED IN VOLUME 4587, PAGES 596-606, WEBB COUNTY OFFICIAL PUBLIC RECORDS

Drawn By	:RXL
Checked By	:FE
Approved By	:FE
Date	:04/19/2022
Revision	:0
Project No.	:8209
File	I:\Users\Projects\8209\Mktg-Property\SURVEY\Boundary Phase3.dwg

SHERFEY ENGINEERING COMPANY, L.L.C.
TBPE FIRM REGISTRATION No: F-3132
104 Del Court
Suite 400
Laredo, Texas 78041
(956) 791-3511

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

METES AND BOUNDS DESCRIPTION
11.91 ACRE TRACT
WEBB COUNTY, TEXAS

A tract of land containing 11.91 acres of land, more or less, situated in Porcion 35, Abstract 546, Jose M. Dias original grantee and out of a 358.54 acre tract as conveyed and recorded per Warranty deed dated June 03, 2015, Volume 3801, Pages 143-147, Webb County Official Public Records and being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2 inch iron rod at the southeast corner of Lot 40, Block 2, R&W Ranch Subdivision Phase 4, Volume 39, Pages 68-69, Webb County Map Records, the northeast corner of the herein described tract;

THENCE, S 00°22'29" E, along the common property line with a tract of land as conveyed to 4V Holdings, Ltd. as recorded in Volume 1648, Pages 789-797, Webb County Deed Records a distance of 294.00 feet to a set 1/2 inch iron rod, the southeast corner of the herein described tract;

THENCE, S 89°37'31" W, leaving the said common property line a distance of 160.00 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, N 00°22'29" W, a distance of 26.48 feet to a set 1/2 inch iron rod, a deflection left;

THENCE, S 89°22'07" W, a distance of 1301.00 feet to a set 1/2 inch iron rod, a deflection left;

THENCE, S 68°38'00" W, a distance of 79.01 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, N 32°18'44" W, a distance of 162.13 feet to a set 1/2 inch iron rod, a deflection left;

THENCE, S 89°22'07" W, a distance of 51.57 feet to a set 1/2 inch iron rod, a point of curvature to the left;

THENCE, along said arc to the left with a radius of 100.00 feet, a delta of 31°40'51", a chord and chord bearing of 54.59 feet and S 73°31'41" W a distance of 55.29 feet to a set 1/2 inch iron rod, a tangent point;

THENCE, S 57°41'16" W, a distance of 153.60 feet to a set 1/2 inch iron rod, a deflection left;

THENCE, S 12°41'16" W, a distance of 28.28 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, S 57°41'16" W, a distance of 170.00 feet to a set 1/2 inch iron rod, the southwest corner of the herein described tract;

THENCE, N 32°18'44" W, a distance of 168.98 feet to a set 1/2 inch iron rod, the northwest corner of the herein described tract;

THENCE, N 57°41'16" E, a distance of 110.00 feet to a set 1/2 inch iron rod, a deflection left;

THENCE, N 32°18'44" W, a distance of 11.02 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, N 57°41'16" W, a distance of 233.60 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, N 69°37'49" W, a distance of 52.54 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, N 89°22'07" E, a distance of 110.00 feet to a set 1/2 inch iron rod, a deflection left;

THENCE, N 00°37'53" W, a distance of 21.00 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, N 89°22'07" E, a distance of 1539.91 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, S 00°22'29" E, a distance of 2.71 feet to a set 1/2 inch iron rod, a deflection left;

THENCE, N 89°37'31" E, a distance of 110.00 feet to return to and close at the **POINT of BEGINNING**, containing 11.91 acres of land.

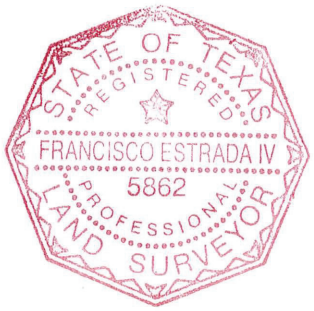
NOTE: This survey was performed without the benefit of a Title Commitment

State of Texas §
County of Webb §

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

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

04-19-2022
Current Date



ORDINANCE NO. 2022-O-101

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING OF APPROXIMATELY 11.91 ACRES, SITUATED IN PORCION 35, ABSTRACT 546, JOSE M. DIAS ORIGINAL GRANTEE AND OUT OF A 358.54 ACRE TRACT AS CONVEYED AND RECORDED PER WARRANTY DEED DATED JUNE 03, 2015, VOLUME 3801, PAGES 143-147, WEBB COUNTY OFFICIAL PUBLIC RECORDS, LOCATED SOUTH OF BELLA STREET AND WEST OF EJIDO AVENUE, FROM R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of approximately 11.91 acres, situated in Porcion 35, Abstract 546, Jose M. Dias Original Grantee and out of a 358.54 acre tract as conveyed and recorded per Warranty Deed dated June 03, 2015, Volume 3801, Pages 143-147, Webb County Official Public Records, located south of Bella Street and west of Ejido Avenue, from R-1 (Single Family Residential District) to R-1A (Single Family Reduced Area District),

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 19, 2022, 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 21, 2022 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo is hereby amended by rezoning of approximately 11.91 acres, situated in Porcion 35, Abstract 546, Jose M. Dias Original Grantee and out of a 358.54 acre tract as conveyed and recorded per Warranty Deed dated June 03, 2015, Volume 3801, Pages 143-147, Webb County Official Public Records, located south of Bella Street and west of Ejido Avenue, from R-1 (Single Family Residential District) to R-1A (Single Family Reduced Area District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2022.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ
CITY SECRETARY

APPROVED AS TO FORM:

_____
DAVID H. ARREDONDO
ASSISTANT CITY ATTORNEY

Final Reading of Ordinances 25.

City Council-Regular

Meeting Date: 07/18/2022

Initiated By: Riazul Mia, Assistant City Manager

Initiated By: Juan Angel Pina, Owner

Staff Source: Orlando D. Navarro, Planning Director

SUBJECT

2022-O-102 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 1, Block 1707, Eastern Division, located at 919 North Arkansas, from R-3 (Mixed Residential District) to B-3 (Community Business District).

ZC-048-2022
District II

PREVIOUS COUNCIL ACTION

This item was introduced at the City Council meeting of June 21, 2022.

BACKGROUND

Council District: II - Cm. Vidal Rodriguez

Proposed use: Car lot/Offices

Site: The site is currently occupied by car lot, Triple 'R' Auto Sales.

Surrounding land uses: To the north of site is Rosario Street, north Arkansas, and mixed residential use. To the east of the site is primarily mixed residential use. To the south of the site is In-N-Out Auto Repair, Market Street, Baro's Tire Shop, and mixed residential use.To the west of the site is primarily mixed residential use and Chuy's Mechanic Shop.

Comprehensive Plan: The Future Land Use Map recognizes this area as High Density Residential.
https://www.cityoflaredo.com/Planning/assets/viva-laredo---city-of-laredo-comprehensive-plan.pdf#page=39

Transportation Plan: The Long Range Thoroughfare Plan identifies Arkansas Avenue as a Minor Arterial, but does not identify Rosario Street.
https://www.cityoflaredo.com/Maps/GIS_MAPS/maps/Thoroughfare.pdf

Letters sent to surrounding property owners: 33 **In Favor:** 0 **Opposed:** 0

COMMITTEE RECOMMENDATION

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

STAFF RECOMMENDATION

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

1. Although the site is not in conformance with the Comprehensive Plan's designation as High Density Residential, the site abuts B-3 zoning to the south and across Arkansas Avenue.
2. The property meets the minimum lot width of 46 feet for a B-3 zone district as per the Land Development Code, Section 24.77.1 Dimensional Standards. The property width is about 47.88 feet.
3. The proposed use is compatible with the mix of commercial uses in the area.
4. The proposed zone change is not anticipated to adversely impact the conditions in the surrounding properties or neighborhood.

Staff s**upports** the application.

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

Is this change contrary to the established land use pattern?
The site abuts B-3 zoning to the south and across Arkansas Avenue.

Would this change create an isolated zoning district unrelated to surrounding districts?
There is B-3 zoning to the south and across Arkansas Avenue.

Will change adversely influence living conditions in the neighborhood?
There are similar commercial uses within the vicinity of the site.

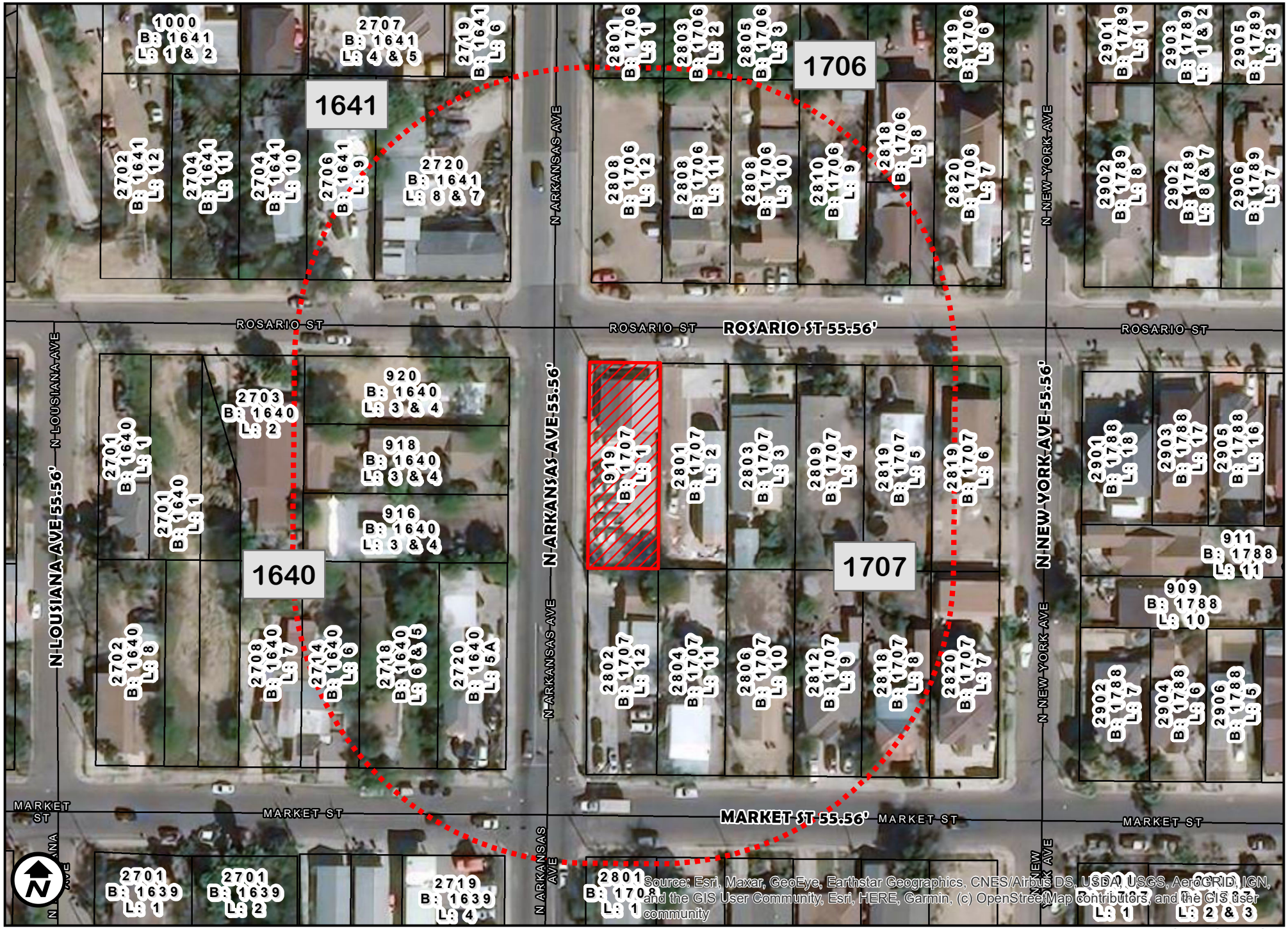
Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes, the existing R-3 zone does not allow for a car lot/offices as intended by the applicant.

Fiscal Impact

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

Attachments

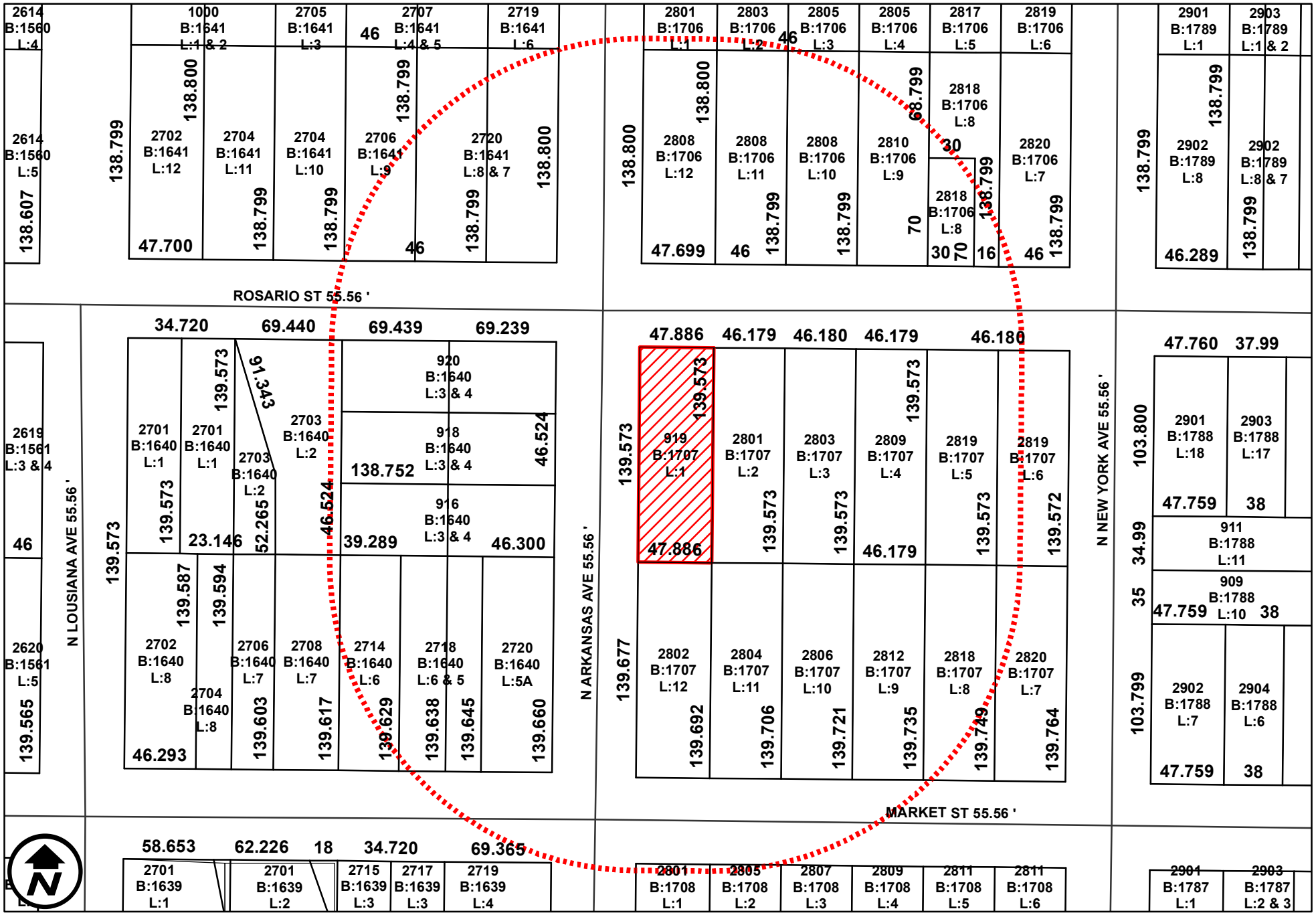
Maps
Ordinance



AERIAL MAP
1 inch = 83 feet

ZC-48-2022
COUNCIL DISTRICT 2
919 NORTH ARKANSAS AVENUE

APPLICATION FOR
R3 (MIXED RESIDENTIAL DISTRICT) TO
B3 (COMMUNITY BUSINESS DISTRICT)

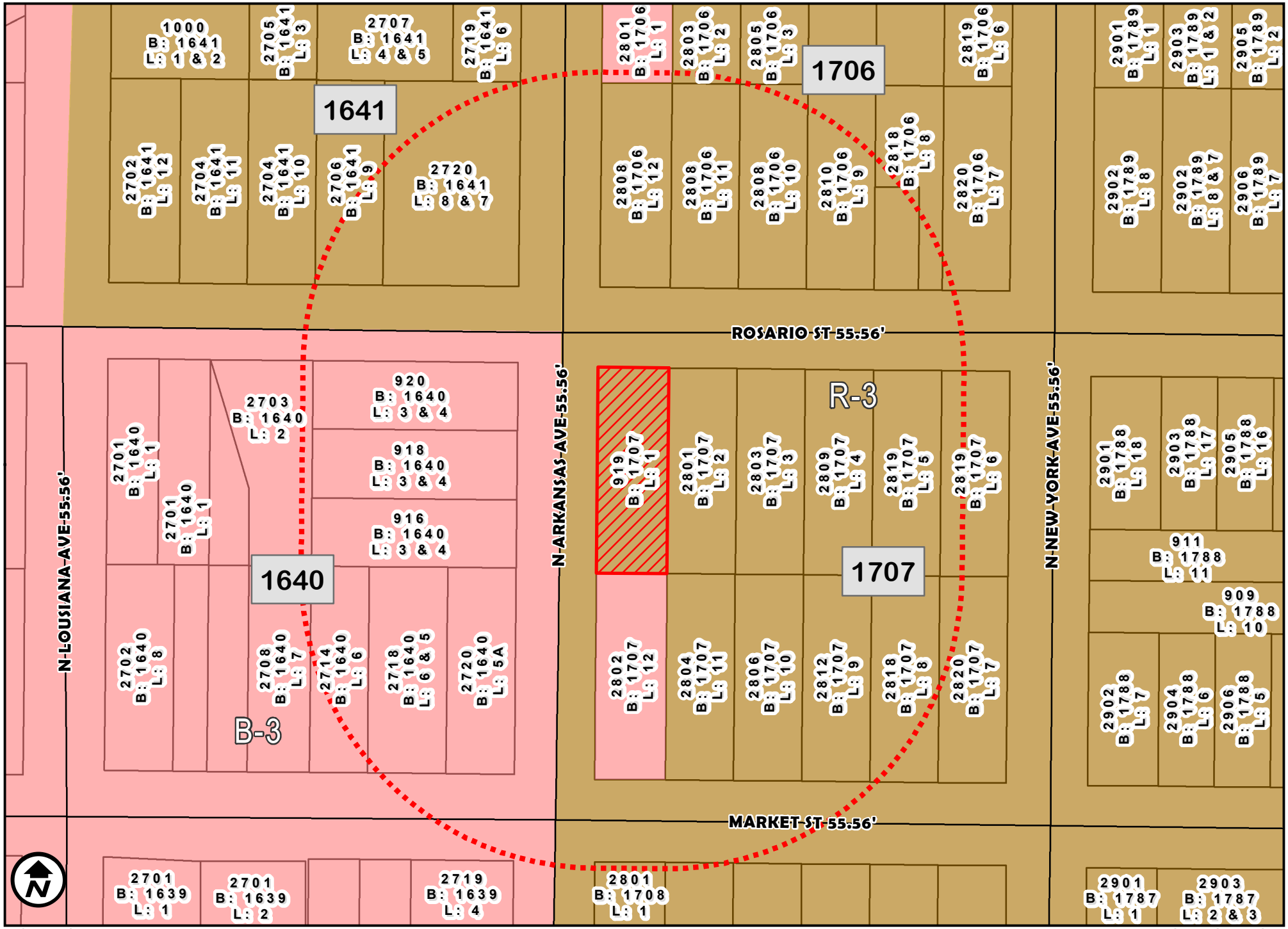


DIMENSIONS MAP

1 inch = 83 feet

ZC-48-2022
COUNCIL DISTRICT 2
919 NORTH ARKANSAS AVENUE

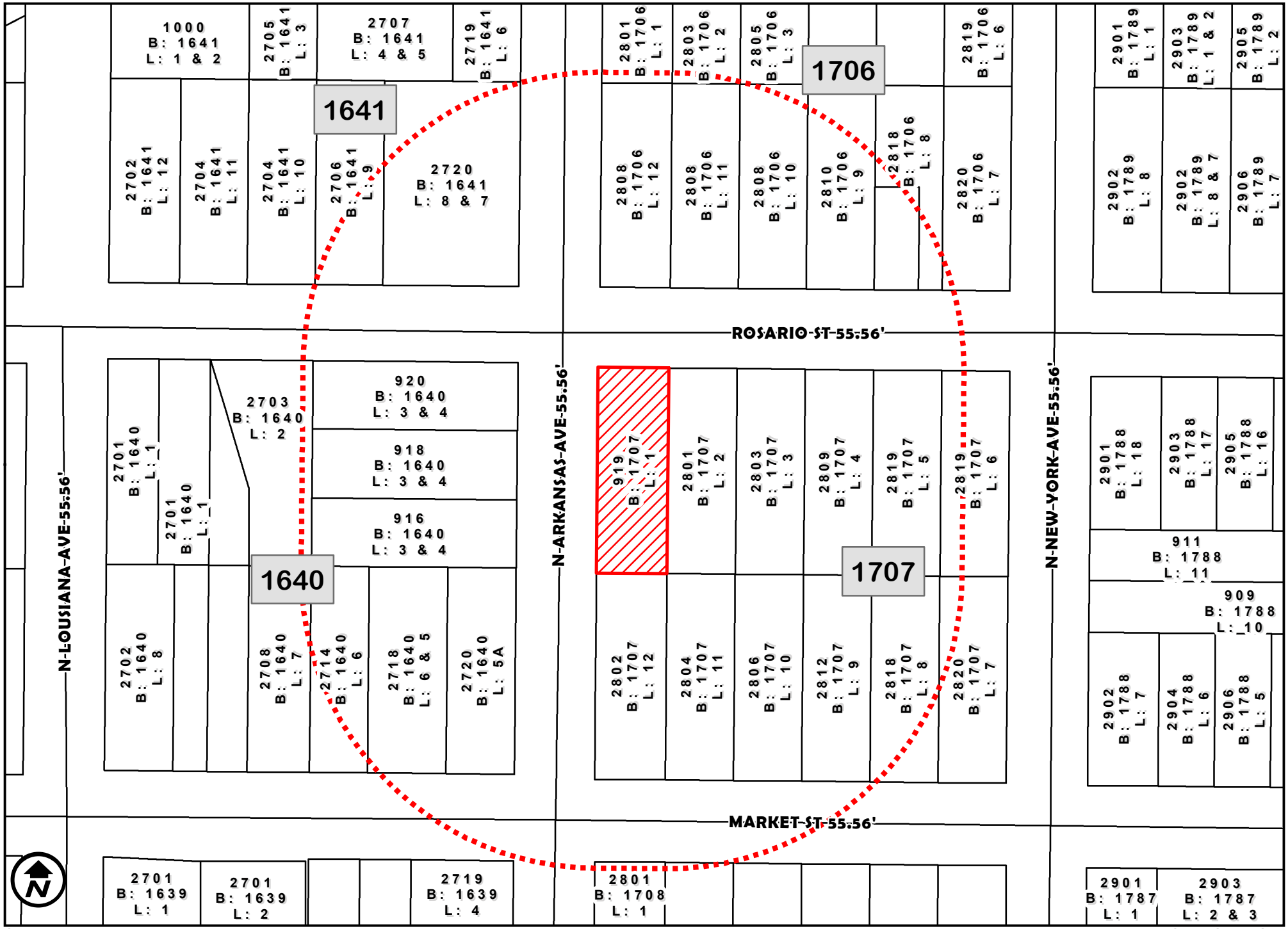
APPLICATION FOR
R3 (MIXED RESIDENTIAL DISTRICT) TO
B3 (COMMUNITY BUSINESS DISTRICT



ZONING MAP
1 inch = 83 feet

ZC-48-2022
COUNCIL DISTRICT 2
919 NORTH ARKANSAS AVENUE

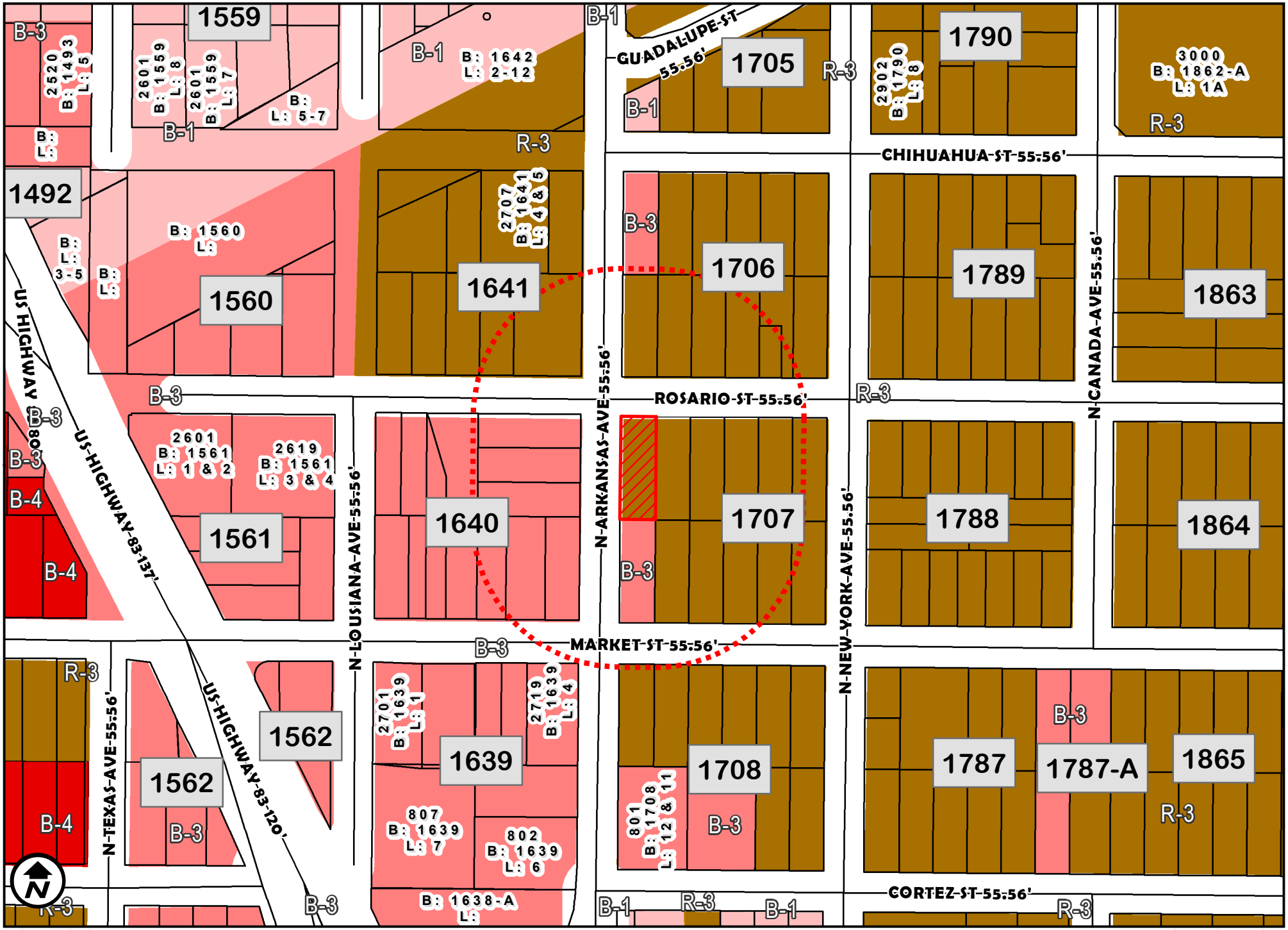
APPLICATION FOR
R3 (MIXED RESIDENTIAL DISTRICT) TO
B3 (COMMUNITY BUSINESS DISTRICT)



SURVEY MAP
1 inch = 83 feet

ZC-48-2022
COUNCIL DISTRICT 2
919 NORTH ARKANSAS AVENUE

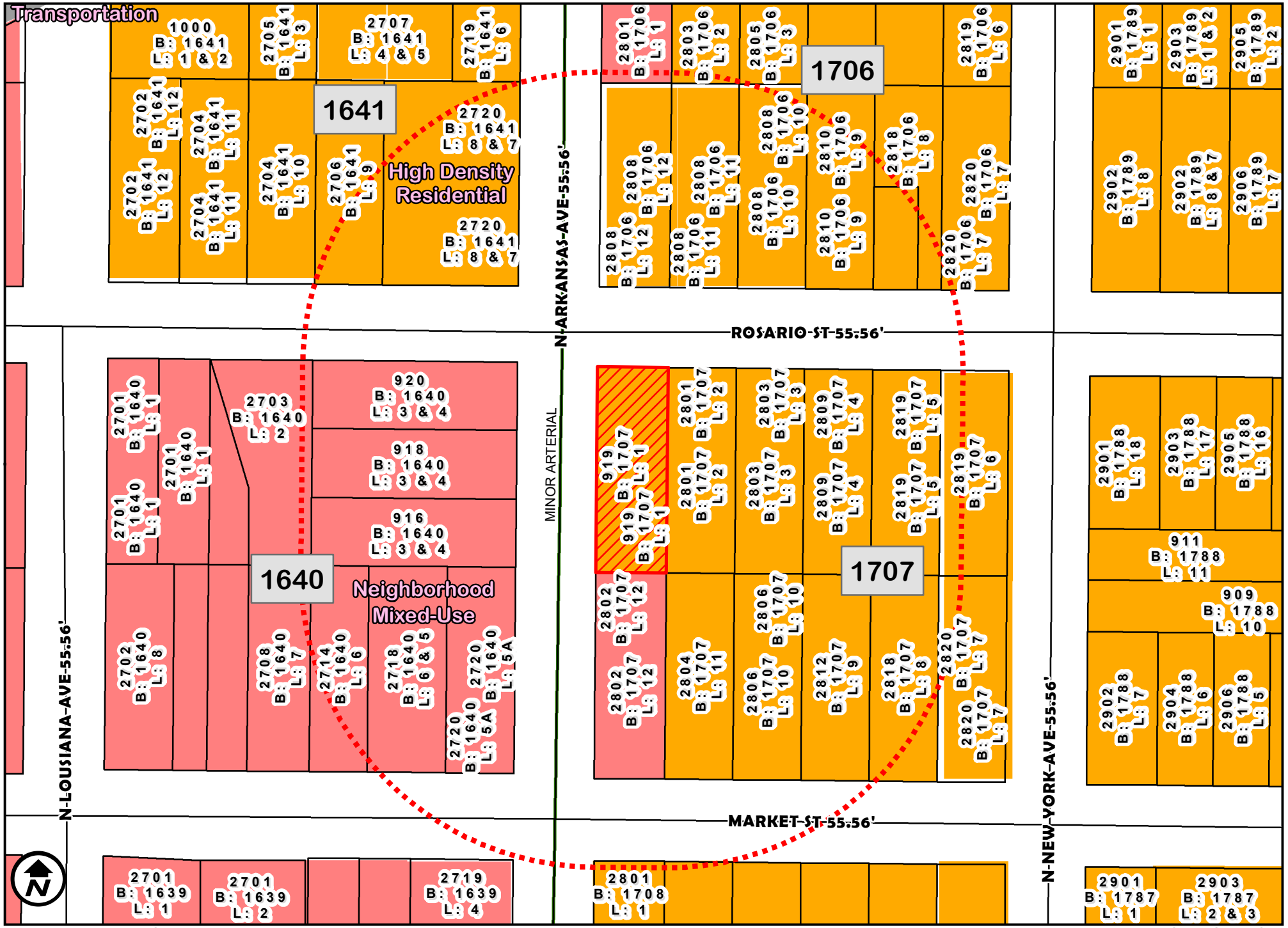
APPLICATION FOR
R3 (MIXED RESIDENTIAL DISTRICT) TO
B3 (COMMUNITY BUSINESS DISTRICT)



ZONING OVERVIEW
1 inch = 167 feet

ZC-48-2022
COUNCIL DISTRICT 2
919 NORTH ARKANSAS AVENUE

APPLICATION FOR
R3 (MIXED RESIDENTIAL DISTRICT) TO
B3 (COMMUNITY BUSINESS DISTRICT)



FUTURE LANDUSE

1 inch = 83 feet

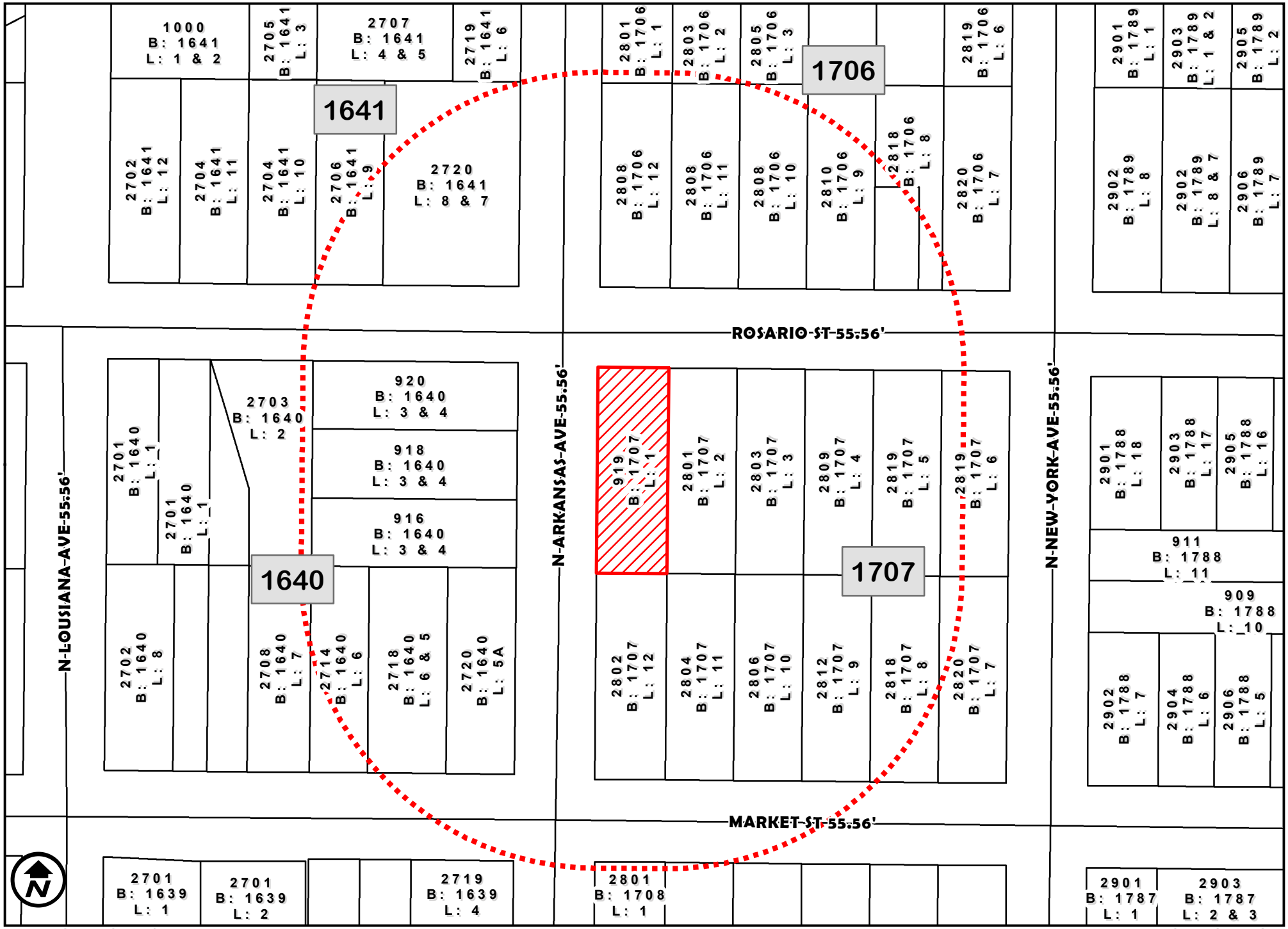
ZC-48-2022

COUNCIL DISTRICT 2

919 NORTH ARKANSAS AVENUE

APPLICATION FOR

R3 (MIXED RESIDENTIAL DISTRICT) TO B3 (COMMUNITY BUSINESS DISTRICT)



200' NOTIFICATION

1 inch = 83 feet

ZC-48-2022

COUNCIL DISTRICT 2

919 NORTH ARKANSAS AVENUE

APPLICATION FOR

R3 (MIXED RESIDENTIAL DISTRICT) TO B3 (COMMUNITY BUSINESS DISTRICT)

ORDINANCE NO. 2022-O-102

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING OF LOT 1, BLOCK 1707, EASTERN DIVISION, LOCATED AT 919 NORTH ARKANSAS, FROM R-3 (MIXED RESIDENTIAL DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT) PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner of Lot 1, Block 1701, Eastern Division, located at 919 North Arkansas, from R-3 (Mixed Residential District) to B-3 (Community Business District) and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on May 19, 2022, 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 21, 2022 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo is hereby amended by rezoning of Lot 1, Block 1701, Eastern Division, located at 919 North Arkansas, from R-3 (Mixed Residential District) to B-3 (Community Business District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2022.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ
CITY SECRETARY

APPROVED AS TO FORM:

_____
DAVID H. ARREDONDO
ASSISTANT CITY ATTORNEY

City Council-Regular

Meeting Date: 07/18/2022
Initiated By: Riazul Mia, Assistant City Manager
Initiated By: HAPO Holdings, LLC, Owner; Porras Nance Engineering Applicant/Representative

Staff Source: Orlando D. Navarro, Planning Director

SUBJECT

2022-O-103 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning an approximately 12.85 acre tract of land situated in Porcion 39, Abstract 250, Jose Antonio Nasario Original Grantee, within the limits of the City of Laredo, in Webb County, said 12.85 acre tract being out and part of HAPO Holdings, Limited Liability Company (219.48 acre tract), as recorded in Volume 4543, Pages 455-467 of the Webb County Deed Records located west of US Highway 83 and south of Tesis Drive, from AG (Agricultural District) to R-1A (Single Family Reduced Area District).

ZC-051-2022
District III

PREVIOUS COUNCIL ACTION

This item was introduced at the City Council meeting of June 21, 2022.

BACKGROUND

Council District: III - Cm. Mercurio Martinez, III

Proposed use: Residential

Site: The site is currently vacant undeveloped land.

Surrounding land uses: To the north of the site is predominantly, vacant undeveloped land with some residential single family reduced use, Rosendo B. Ancira Drive, Decano Drive, Seminario Lane, Cuenca Drive, Tesis Drive, Wilfrano Drive, and Bilbao Drive. To the east of the site is predominantly vacant undeveloped land, Decano Drive, Seminario Lane, Doctorado Drive, Facultad Drive, and US Highway 83. To the south of the site is primarily vacant undeveloped land. To west of the site is vacant undeveloped land, Seminario Lane, Rosendo B. Ancira, and Cuenca Drive.

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

Transportation Plan: The Long Range Thoroughfare Plan identifies US Highway 82 as an Expressway, but does not identify Tesis Drive. .
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 11 **In Favor:** 0 **Opposed:** 0

COMMITTEE RECOMMENDATION

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

STAFF RECOMMENDATION

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

1. While the proposed use is not in conformance with the Comprehensive Plan's Agricultural/Rural designation, there are similar single family reduced area uses abutting the site.
2. The proposed zone change is anticipated to not adversely impact the conditions in the surrounding properties or neighborhood.
3. To the north of the site abuts a large area of single family reduced area uses.

Staff **supports** the application.

R-1A. The purpose of the R1-A (Single Family Reduced Area District) is to provide for residential uses and those public uses normally considered an integral part of the residential neighborhood they serve. In addition, this district provides for the subdivision o single family residential lots with a minimum of 4500 square feet.

Is this change contrary to the established land use pattern?
No, to the north of the site abuts a large area of single family reduced area uses (R-1A).

39

f

Would this change create an isolated zoning district unrelated to surrounding districts?
No, to the north of the site abuts a large area of single family reduced area uses (R-1A).

Will change adversely influence living conditions in the neighborhood?
No, the proposed zone change is anticipated to not have any negative impacts with the surrounding area or neighborhoods.

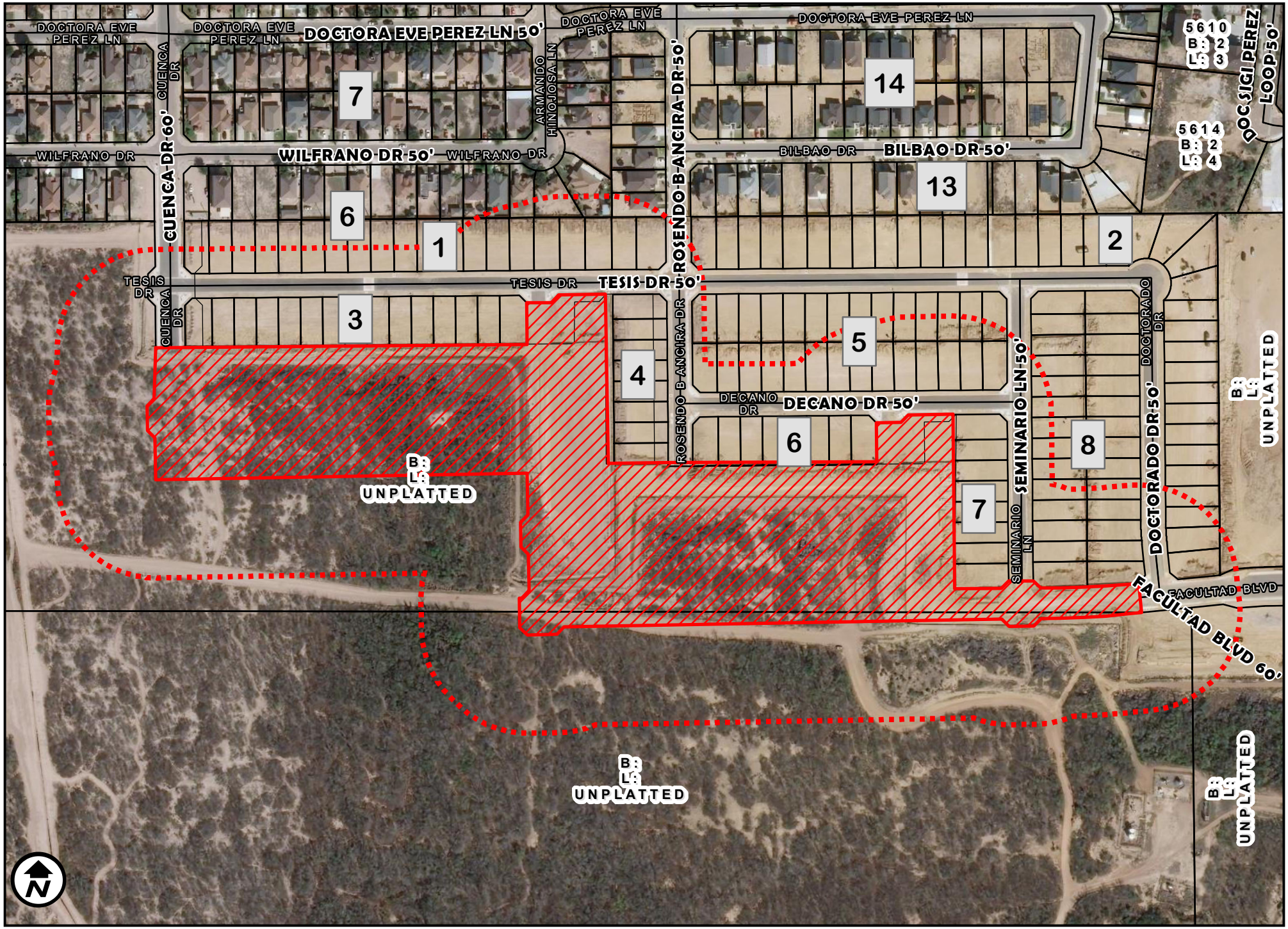
Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes, the existing zone does not allow for residential type uses intended by the applicant.

Fiscal Impact

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

Attachments

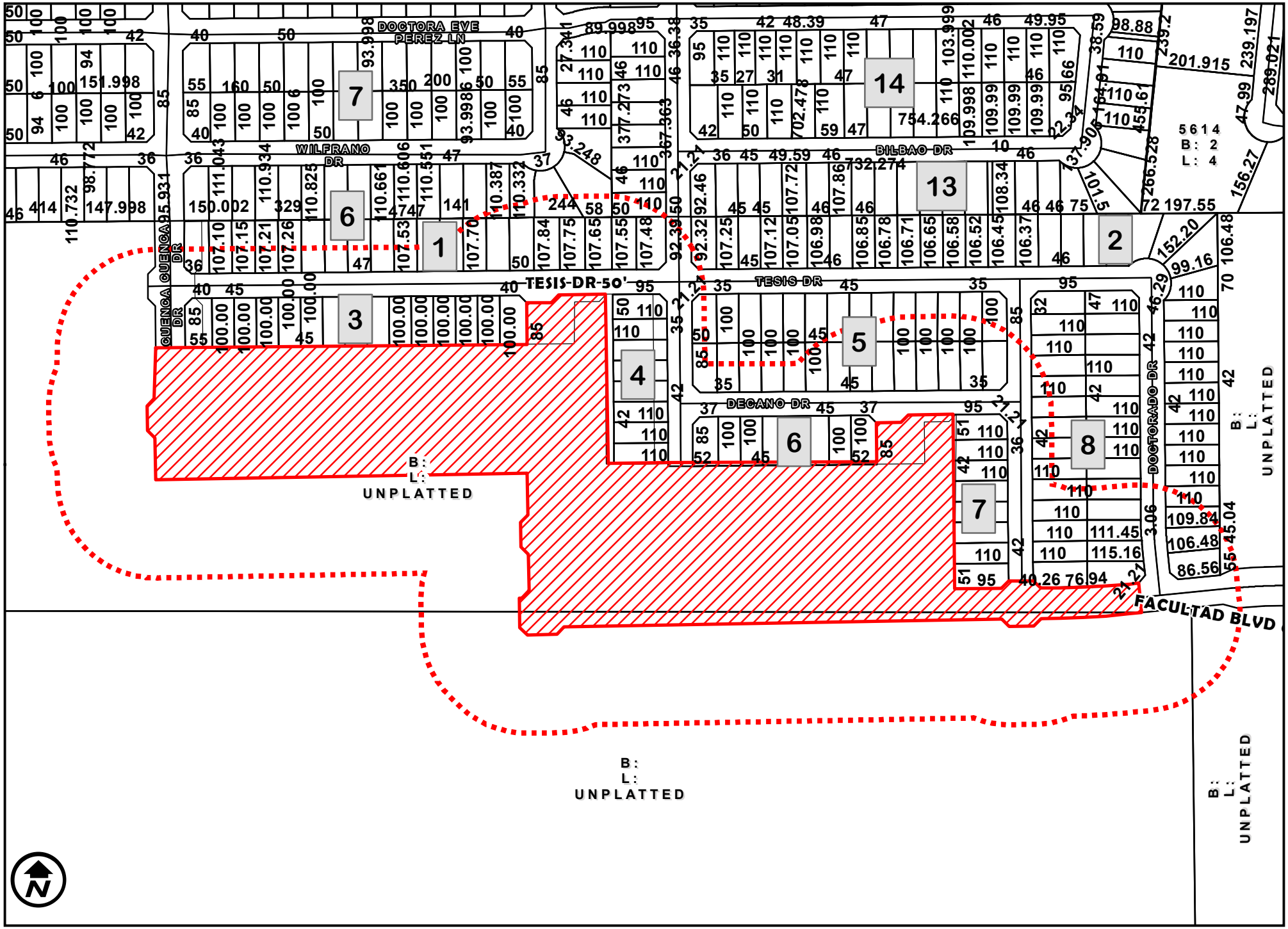
Maps
Survey
Ordinance



AERIAL MAP
1 inch = 250 feet

ZC-51-2022
COUNCIL DISTRICT 3
WEST OF US HIGHWAY 83 AND SOUTH OF TESIS DRIVE.

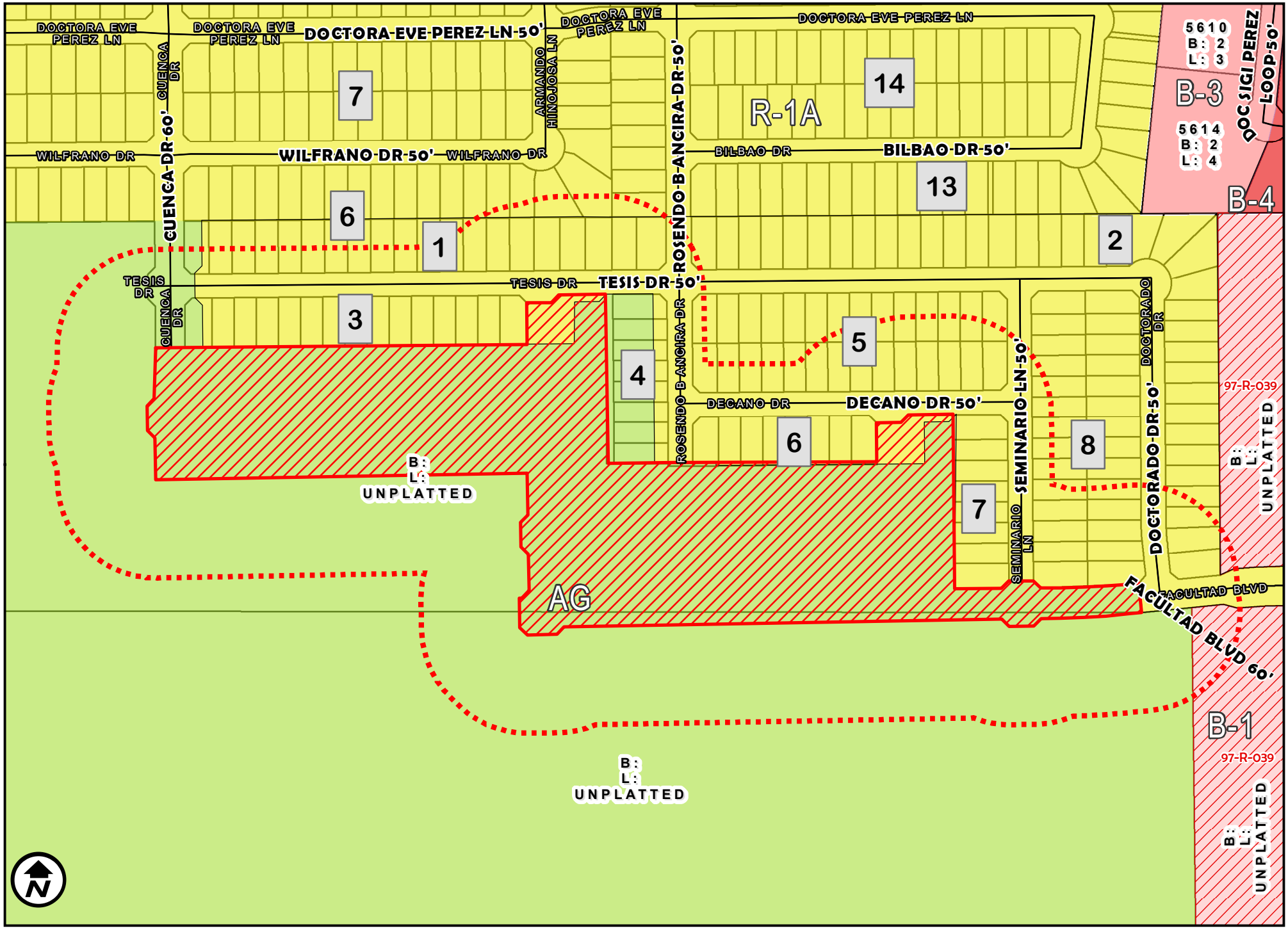
APPLICATION FOR
AG (AGRICULTURAL DISTRICT) TO
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)



DIMENSIONS MAP
1 inch = 250 feet

ZC-51-2022
COUNCIL DISTRICT 3
WEST OF US HIGHWAY 83 AND SOUTH OF TESIS DRIVE.

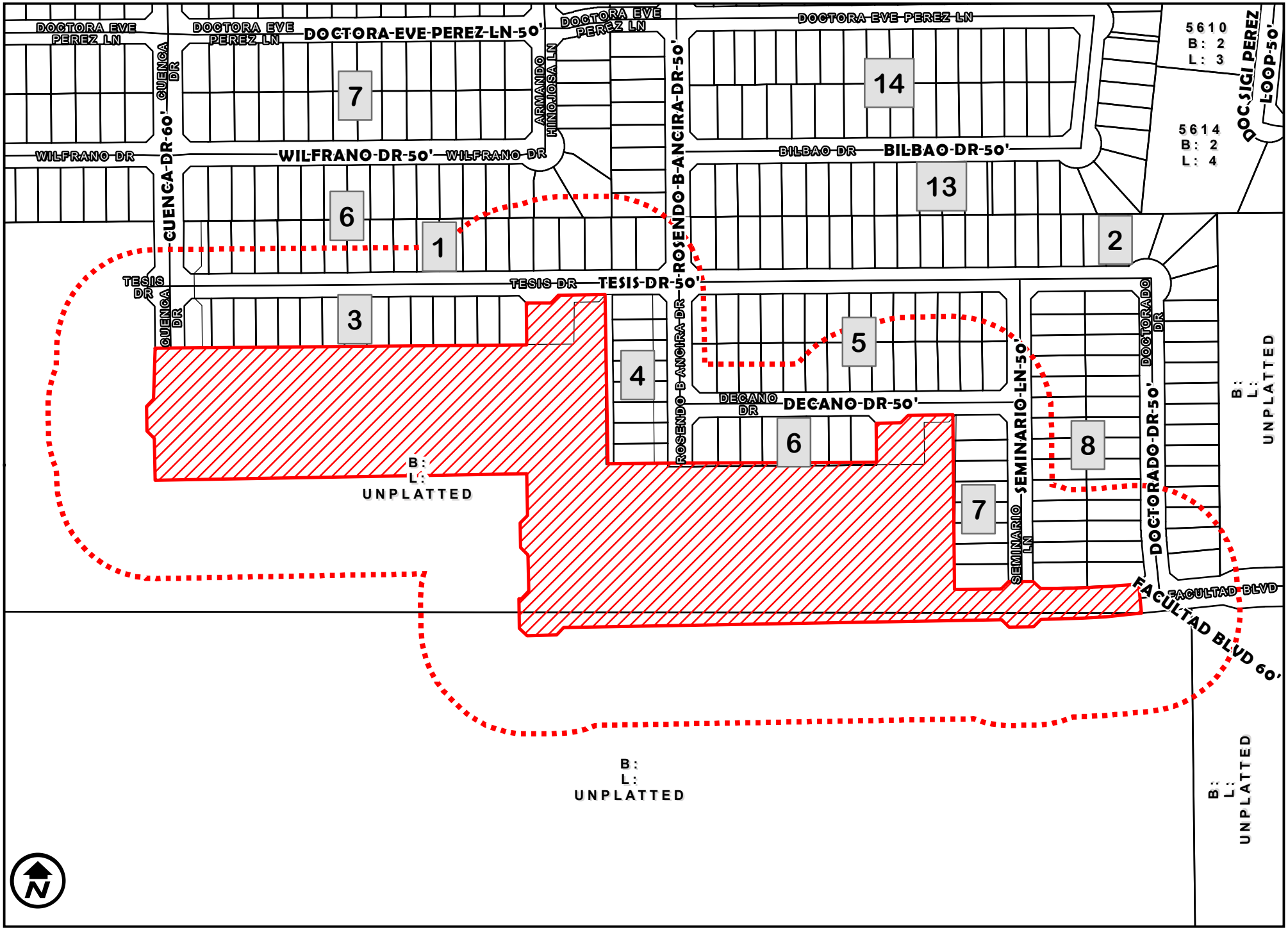
APPLICATION FOR
AG (AGRICULTURAL DISTRICT) TO
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)



ZONING MAP
1 inch = 250 feet

ZC-51-2022
COUNCIL DISTRICT 3
WEST OF US HIGHWAY 83 AND SOUTH OF TESIS DRIVE.

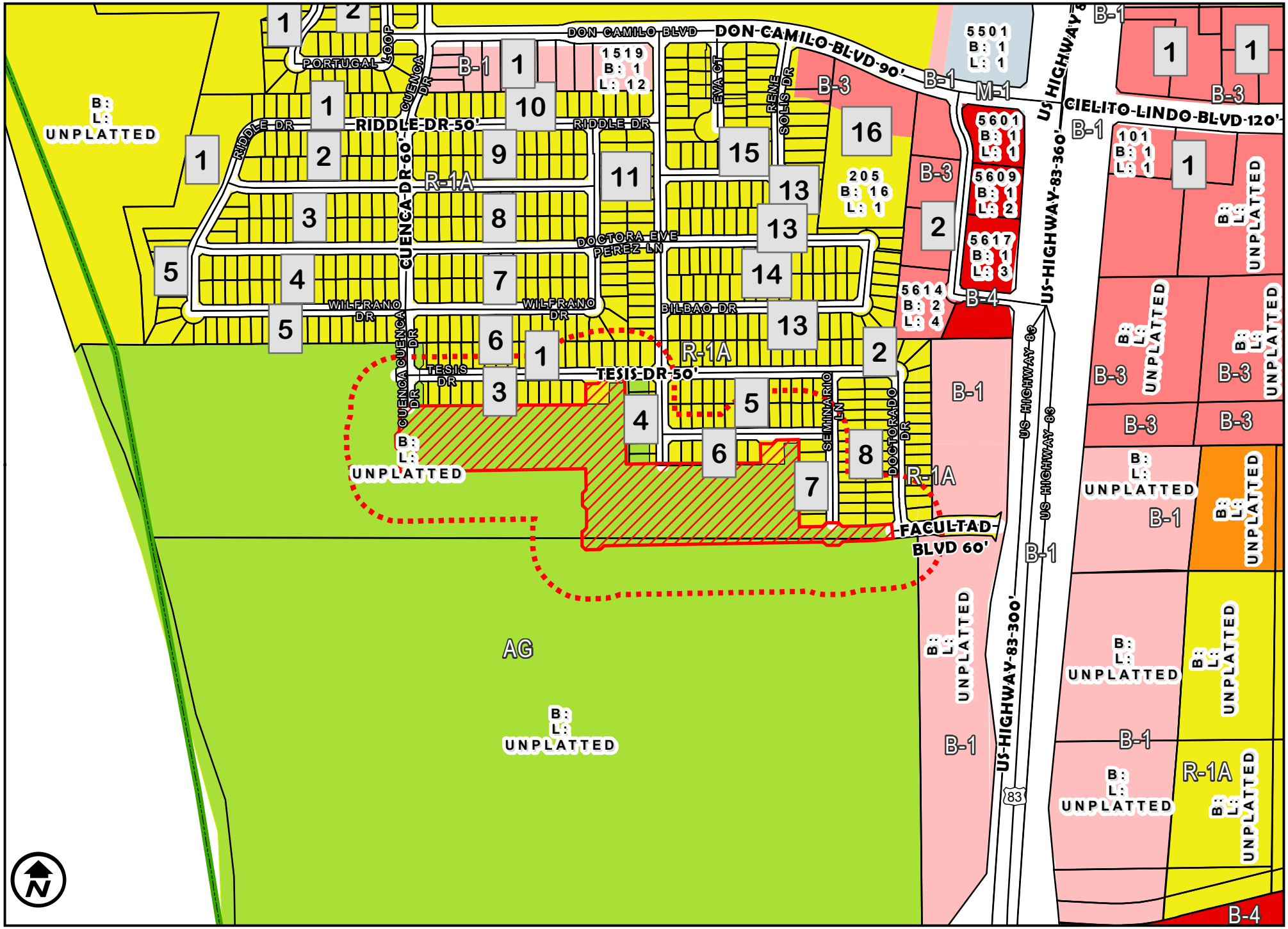
APPLICATION FOR
AG (AGRICULTURAL DISTRICT) TO
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)



SURVEY MAP
1 inch = 250 feet

ZC-51-2022
COUNCIL DISTRICT 3
WEST OF US HIGHWAY 83 AND SOUTH OF TESIS DRIVE.

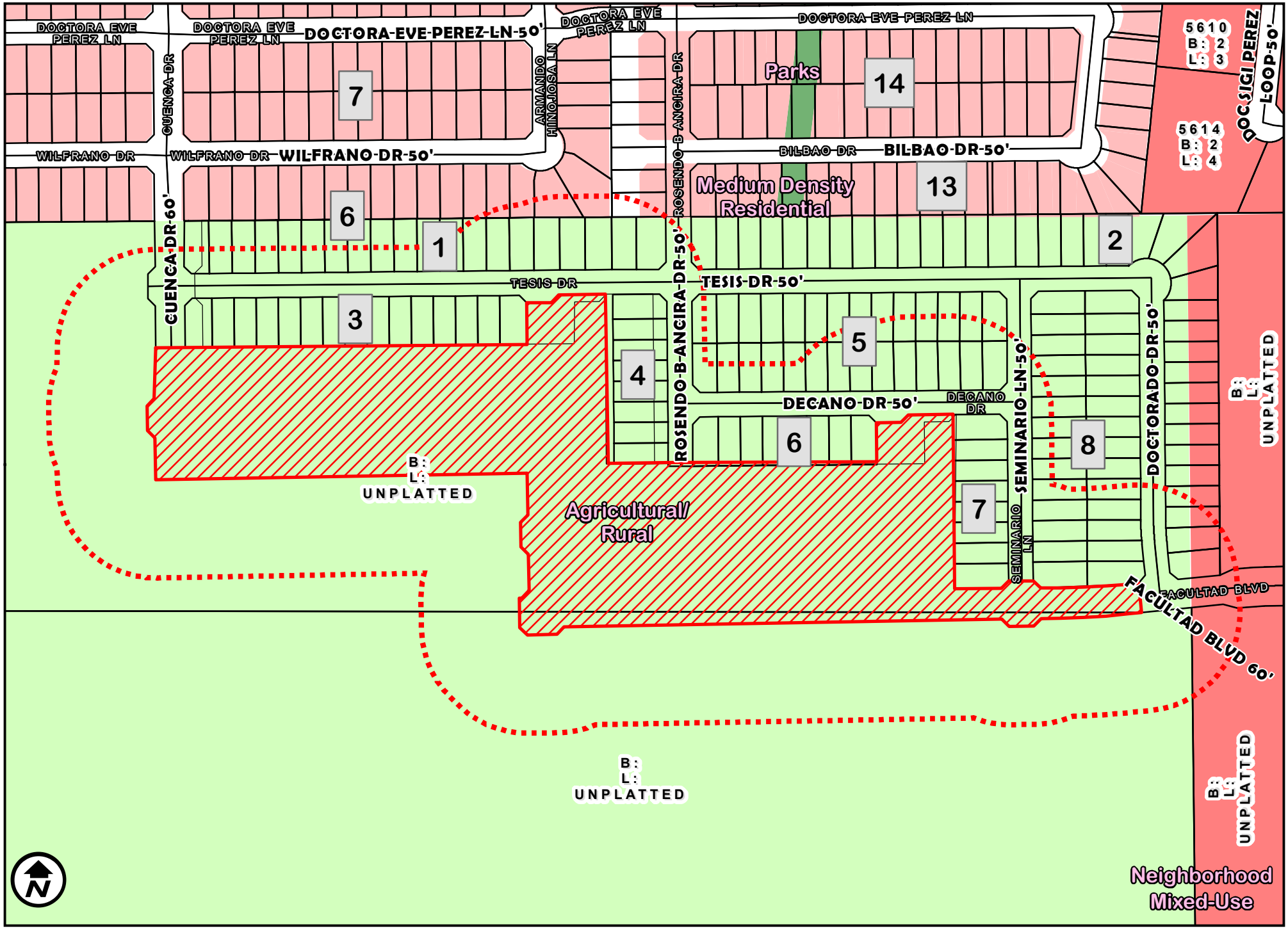
APPLICATION FOR
AG (AGRICULTURAL DISTRICT) TO
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)



ZONING OVERVIEW
1 inch = 500 feet

ZC-51-2022
COUNCIL DISTRICT 3
WEST OF US HIGHWAY 83 AND SOUTH OF TESIS DRIVE.

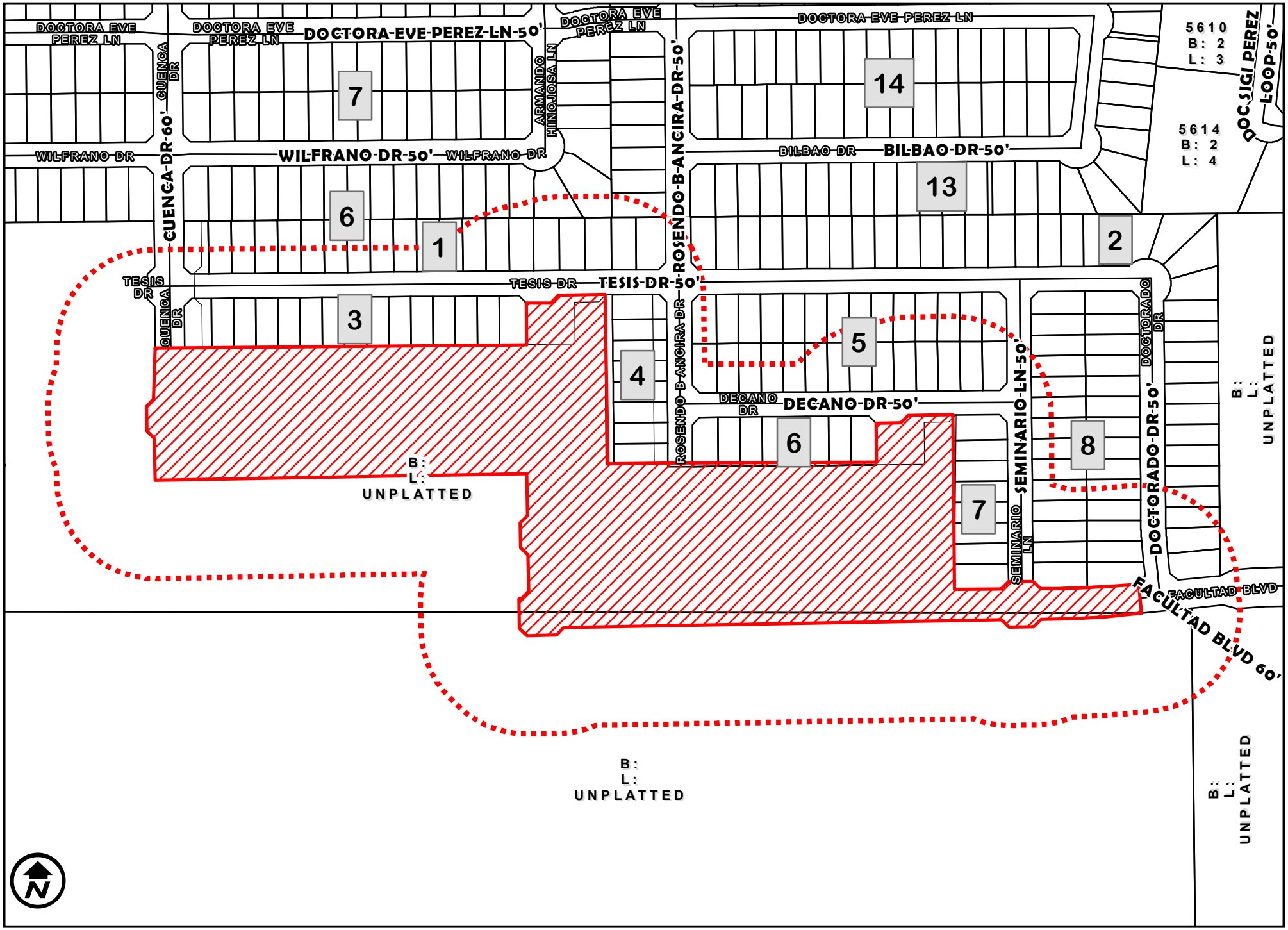
APPLICATION FOR
AG (AGRICULTURAL DISTRICT) TO
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)



FUTURE LANDUSE
1 inch = 250 feet

ZC-51-2022
COUNCIL DISTRICT 3
WEST OF US HIGHWAY 83 AND SOUTH OF TESIS DRIVE.

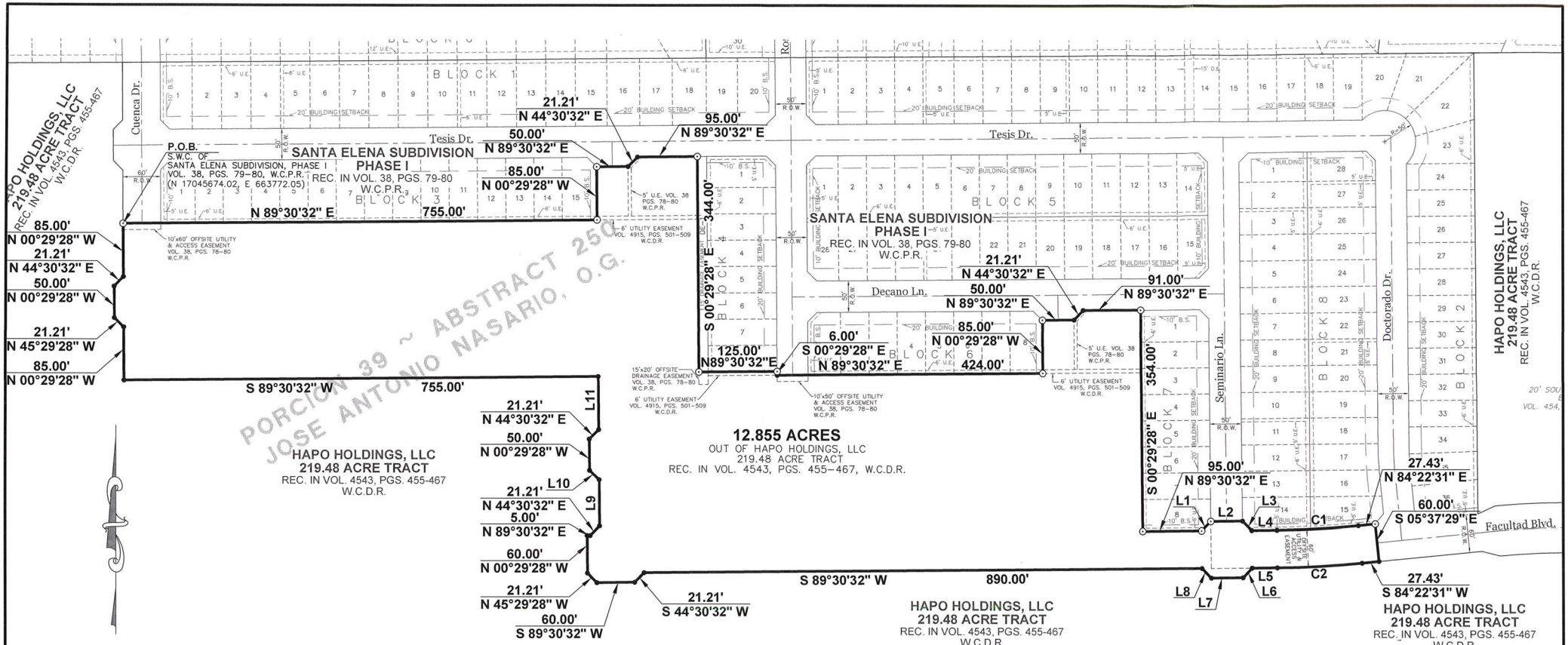
APPLICATION FOR
AG (AGRICULTURAL DISTRICT) TO
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT)



200' NOTIFICATION
1 inch = 250 feet

ZC-51-2022
COUNCIL DISTRICT 3
WEST OF US HIGHWAY 83 AND SOUTH OF TESIS DRIVE.

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



LINE DATA		
CLIP	DISTANCE	BEARING
L1	21.21'	N 44°30'32" E
L2	50.00'	N 89°30'32" E
L3	21.21'	S 45°29'28" E
L4	40.26'	N 89°30'32" E
L5	40.26'	S 89°30'32" W
L6	21.21'	S 44°30'32" W
L7	50.00'	S 89°30'32" W
L8	21.21'	N 45°29'28" W
L9	74.00'	N 00°29'28" W
L10	21.21'	N 45°29'28" W
L11	85.00'	N 00°29'28" W

CURVE DATA						
CURVE	DELTA ANGLE	RADIUS	ARC	TANG	CHORD	CHORD BEARING
C1	05°08'01"	1470.00'	131.71'	65.90'	131.67'	N 86°56'32" E
C2	05°08'01"	1530.00'	137.09'	68.59'	137.04'	S 86°56'32" W

LEGEND:

⊙	FOUND 1/2" IRON ROD
●	SET 1/2" IRON ROD
	POWER POLE
R.O.W.	RIGHT OF WAY
W.C.D.R.	WEBB COUNTY DEED RECORDS
W.C.P.R.	WEBB COUNTY PLAT RECORDS

NOTES:

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

SURVEY DATE	: 04-04-22
SCALE	: 1"=150'
REVISION	:
DRAWN	: R.B.
CHECKED	: W.N.
APPROVED	: W.N.

GRAPHIC SCALE IN FEET

75 0 75 150

STATE OF TEXAS
REGISTERED
WAYNE NANCE
6235
PROFESSIONAL
LAND SURVEYOR

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND THIS 12TH DAY OF APRIL, 2022.

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

SURVEY OF A

12.855 ACRE TRACT
OUT OF HAPO HOLDINGS, LLC - 219.48 ACRE TRACT
AS RECORDED IN VOLUME 4543, PAGES 455-467
W.C.D.R.
PORCION 39 ~ ABSTRACT 250
JOSE ANTONIO NASARIO, ORIGINAL GRANTEE
CITY OF LAREDO, WEBB COUNTY, TEXAS

PORRAS NANCE ENGINEERING
P.O. BOX 1670
LAREDO, TEXAS 78044
TEXAS SURVEYING
FIRM 101888
OFFICE (956) 724-3097
FAX (956) 724-9208

12.855 ACRE TRACT
Being out and part of
Porcion 39 - Abstract 250 ~ Jose Antonio Nasario, Original Grantee
Within the limits of the
City of Laredo, Webb County, Texas

Being a 12.855 Acre tract of land, more or less, situated in in Porcion 39, Abstract 250, Jose Antonio Nasario Original Grantee, within the limits of the City of Laredo, in Webb County, Texas, said 12.855 Acre tract being out and part of HAPO Holdings, LLC (219.48 Acre tract), as recorded in Volume 4543, Pages 455-467 of the Webb County Deed Records, Webb County Texas; and more particularly described by metes and bounds as follows, to wit:

BEGINNING at a found ½" iron rod for the Southwest corner of Santa Elena Subdivision, Phase I, as recorded in Volume 38, Pages 79-80 of the Webb County Plat Records, same being the Northwest corner of the herein described tract and the **POINT OF BEGINNING;**

THENCE along the Northerly boundary line of the herein described tract and common boundary line with said Phase I, as follows:

North 89°30'32" East, 755.00 Feet, to a found ½" iron rod for an interior deflection corner to the left of this tract;

North 00°29'28" West, 85.00 Feet, to a found ½" iron rod for an exterior deflection corner to the right of this tract;

North 89°30'32" East, 50.00 Feet, to a set ½" iron rod for an interior deflection corner to the left of this tract;

North 44°30'32" East, 21.21 Feet, to a set ½" iron rod for an exterior deflection corner to the right of this tract;

North 89°30'32" East, 95.00 Feet, to a found ½" iron rod for an exterior deflection corner to the right of this tract;

South 00°29'28" East, 344.00 Feet, to a found ½" iron rod for an interior deflection corner to the left of this tract;

North 89°30'32" East, 125.00 Feet, to a found ½" iron rod for an exterior deflection corner to the right of this tract;.

South 00°29'28" East, 6.00 Feet, to a set ½" iron rod for an interior deflection corner to the left of this tract;

North 89°30'32" East, 424.00 Feet, to a found ½" iron rod for an interior deflection corner to the left of this tract;

North 00°29'28" West, 85.00 Feet, to a found ½" iron rod for an exterior deflection corner to the right of this tract;

North 89°30'32" East, 50.00 Feet, to a set ½" iron rod for an interior deflection corner to the left of this tract;

North 44°30'32" East, 21.21 Feet, to a set ½" iron rod for an exterior deflection corner to the right of this tract;

North 89°30'32" East, 91.00 Feet, to a found ½" iron rod for an exterior deflection corner to the right of this tract;

South 00°29'28" East, 354.00 Feet, to a found ½" iron rod for an interior deflection corner to the left of this tract;

North 89°30'32" East, 95.00 Feet, to a found ½" iron rod for an interior deflection corner to the left of this tract;

North 44°30'32" East, 21.21 Feet, to a found ½" iron rod for an exterior deflection corner to the right of this tract;

North 89°30'32" East, 50.00 Feet, to a set ½" iron rod for an exterior deflection corner to the right of this tract;

South 45°29'28" East, 21.21 Feet, to a set ½" iron rod for an interior deflection corner to the left of this tract;

North 89°30'32" East, 40.26 Feet, to a set ½" iron rod for a point of curvature to the left of this tract;

A curvilinear distance of 131.71 feet, with said curve having the following characteristics: Central Angle=05°08'01", R=1470.00 feet, CL=131.71 feet, TAN=65.90 feet, CHD=131.67 feet, CHD. Bearing = N86°56'32" E, to a set ½" iron rod for a point of tangency and the end of this curve;

North 84°22'31" East, 27.43 Feet, to a found ½" iron rod for the most Easterly Northeast corner of this tract;

THENCE South 05°37'29" East, 60.00 Feet, along the Easterly boundary line of the herein described tract, to a set ½" iron rod for a point on the South right-of-way line of Facultad Blvd. and the Southeast corner of this tract;

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

South 84°22'31" West, 27.43 Feet, to a set ½" iron rod for a point of curvature to the right of this tract;

A curvilinear distance of 137.09 feet, with said curve having the following characteristics: Central Angle=05°08'01", R=1530.00 feet, CL=137.09 feet, TAN=68.59 feet, CHD=137.04 feet, CHD. Bearing = S86°56'32" W, to a set ½" iron rod for a point of tangency and the end of this curve;

South 89°30'32" West, 40.26 Feet, to a set ½" iron rod for an interior deflection corner to the left of this tract;

South 44°30'32" West, 21.21 Feet, to a set ½" iron rod for an exterior deflection corner to the right of this tract;

South 89°30'32" West, 50.00 Feet, to a set ½" iron rod for an exterior deflection corner to the right of this tract;

North 45°29'28" West, 21.21 Feet, to a set ½" iron rod for an interior deflection corner to the left of this tract;

South 89°30'32" West, 890.00 Feet, to a set ½" iron rod for an interior deflection corner to the left of this tract;

South 44°40'32" West, 21.21 Feet, to a set ½" iron rod for an exterior deflection corner to the right of this tract;

South 89°30'32" West, 60.00 Feet, to a set ½" iron rod for an exterior deflection corner to the right of this tract;

North 45°29'28" West, 21.21 Feet, to a set ½" iron rod for an exterior deflection corner to the right of this tract;

North 00°29'28" West, 60.00 Feet, to a set ½" iron rod for an exterior deflection corner to the right of this tract;

North 89°30'32" East, 5.00 Feet, to a set ½" iron rod for an interior deflection corner to the left of this t*ract;*

North 44°30'32" East, 21.21 Feet, to a set ½" iron rod for an interior deflection corner to the left of this tract;
North 00°29'28" West, 74.00 Feet, to a set ½" iron rod for an interior deflection corner to the left of this tract;

North 45°29'28" West, 21.21 Feet, to a set ½" iron rod for an exterior deflection corner to the right of this tract;

North 00°29'28" West, 50.00 Feet, to a set ½" iron rod for an exterior deflection corner to the right of this tract;

North 44°30'32" East, 21.21 Feet, to a set ½" iron rod for an interior deflection corner to the left of this tract;

North 00°29'28" West, 85.00 Feet, to a set ½" iron rod for an interior deflection corner to the left of this tract;

South 89°30'32" West, 755.00 Feet, to a set ½" iron rod for the Southwest corner of this tract;

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

North 00°29'28" West, 85.00 Feet, to a set ½" iron rod for an interior deflection corner to the left of this tract;

North 45°29'28" West, 21.21 Feet, to a set ½" iron rod for an exterior deflection corner to the right of this tract;

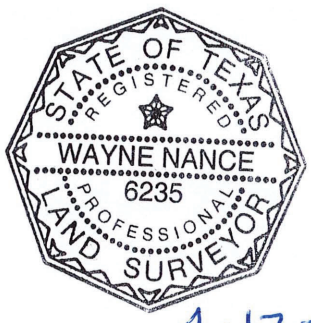
North 00°29'28" West, 50.00 Feet, to a set ½" iron rod for an exterior deflection corner to the right of this tract;

North 44°30'32" East, 21.21 Feet, to a set ½" iron rod for an interior deflection corner to the left of this tract;

North 00°29'28" West, 85.00 Feet, to the Southwest corner of aforesaid Santa Elena Subdivision, Phase I, the Northwest 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.



4.12.22

Witness my Hand and Seal

Wayne Nance, R.P.L.S

ORDINANCE NO. 2022-O-103

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING OF APPROXIMATELY 12.85 ACRE TRACT OF LAND SITUATED IN PORCION 39, ABSTRACT 250, JOSE ANTONIO NASARIO ORIGINAL GRANTEE, WITHIN THE LIMITS OF THE CITY OF LAREDO, IN WEBB COUNTY, SAID 12.85 ACRE TRACT BEING OUT AND PART OF HAPO HOLDINGS, LIMITED LIABILITY COMPANY (219.48 ACRE TRACT), AS RECORDED IN VOLUME 4543, PAGES 455-467 OF THE WEBB COUNTY DEED RECORDS LOCATED WEST OF US HIGHWAY 83 AND SOUTH OF TESIS DRIVE, FROM AG (AGRICULTURAL DISTRICT) TO R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner of approximately 12.85 acre tract of land situated in Porcion 39, Abstract 250, Jose Antonio Nasario Original Grantee, within the limits of the City of Laredo, in Webb County, said 12.85 acre tract being out and part of HAPO Holdings, Limited Liability Company (219.48 acre tract), as recorded in Volume 4543, Pages 455-467 of the Webb County Deed Records located west of US Highway 83 and south of Tesis Drive, from AG (Agricultural District) to R-1A (Single Family Reduced Area District),

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 19, 2022, 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 21, 2022 on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo is hereby amended by rezoning of approximately 12.85 acre tract of land situated in Porcion 39, Abstract 250, Jose Antonio Nasario Original Grantee, within the limits of the City of Laredo, in Webb County, said 12.85 acre tract being out and part of HAPO Holdings, Limited Liability Company (219.48 acre tract), as recorded in Volume 4543, Pages 455-467 of the Webb County Deed Records located west of US Highway 83 and south of Tesis Drive, from AG (Agricultural District) to R-1A (Single Family Reduced Area District).

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2022.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ
CITY SECRETARY

APPROVED AS TO FORM:

_____
DAVID H. ARREDONDO
ASSISTANT CITY ATTORNEY

City Council-Regular

Meeting Date: 07/18/2022

Initiated By: Riazul Mia, Assistant City Manager

Initiated By: Paul C. Arthur, Owner; Oscar Castillo/PEUA Consulting, Applicant/ Representative

Staff Source: Orlando D. Navarro, Planning Director

SUBJECT

2022-O-104 Amending the Zoning Ordinance (Map) of the City of Laredo by amending Ordinance 2014-O-088 authorizing a Special Use Permit for Townhouses on Lots 50, 51, 52 and 53, Block 1, Escondido Townhomes Subdivision, located at 5619, 5701, 5703 and 5705 Montevista Drive (respectively), in order to remove the garage requirement and adjust the side-yard setbacks.

ZC-033-2022
District V

PREVIOUS COUNCIL ACTION

This item was introduced at the City Council meeting of June 21, 2022, and this item was previously tabled at the City Council Meeting of March 21, 2022.

BACKGROUND

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

Proposed use: Multi-Family Residential

Site: The site is currently vacant undeveloped land.

Surrounding land uses: To the North of the site is residential use and Lost Hills Trail. To the East is vacant undeveloped land and multi-family residential use. To the South is vacant undeveloped land and US Highway 59. To the East is multi-family residential use and Escondido Drive.

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

Transportation Plan: The Long Range Thoroughfare Plan does not identify Montevista Drive.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 133
Within the 200 feet radius:
In Favor: 0 **Opposed: 9**

Outside the 200 feet radius:
In Favor: 0 **Opposed:** 1

COMMITTEE RECOMMENDATION

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

STAFF RECOMMENDATION

Staff **does not support** the proposed SUP amendment for the following reason:

1. Applicant proposed the construction of duplexes, which is not allowed by the current SUP.
2. Ordinance 2014-O-088 approved on August 4, 2014, authorized the construction of townhomes, not duplexes. Land Development Code Appendix A defines the following:
   - Townhouse - A row of attached dwellings units which constitute an architectural whole and each dwelling is located on a separate platted lot. Townhouse shall mean an attached single family residence with three (3) or more units attached with individual fee simple ownership in the land underlying the unit. Common areas are under the ownership and control of an association established for the purpose of maintenance.
   - Duplex - shall mean a single building or structure designed to contain two (2) separate living units with facilities for living, sleeping, cooking and eating.
3. As per Section 24-77, entitle Dimensional Standards, Duplexes require a 6000 square foot minimum lot area. The applicant

39

proposes lots no larger 2,324 square feet.

If approved, the existing conditions as provided in the original Ordinance 2014-O-088 is amended to the following:

1. The Special Use Permit is issued to CBA Laredo Escon, LP, and is non-transferable except to any Homeowners Association (HOA).
2. The Special Use Permit is restricted to the site plan, Exhibit "A," which is made part hereof for all purposes
3. Two parking places are required per townhouse, one of which is required to be enclosed. All parking must comply with Section 24-78 of the Laredo Land Development Code. Visitor parking must be provided as one for every four dwelling units. All parking must be contained within the lot; parking in the right-of-way is prohibited.
4. Any future garage enclosures shall be prohibited *on all lots with the exception of Lots 50, 51, 52 and 53, Block 1, Escondido Townhomes Subdivision, located at 5619, 5701, 5703 and 5705 Montevista Drive (respectively)*.
5. Any common areas shall be maintained by the Homeowners Association.
6. The front yard setback for lots 3 through 25, 31 through 39, 55 through 57, and 73 through 81, being a total of 44 lots, shall be no less than 20 feet. The front yard setback for lots 2, 26 through 30, 42 through 47, 50 through 54, and 58 through 72, being a total of 32 lots, shall be no less than 15 feet.
7. *The side yard setbacks for Lots 50 and 53 will be reduced from 5 to 3 feet.*
8. The minimum lot width for each lot shall be not less than 20 feet as measured from the front property line.

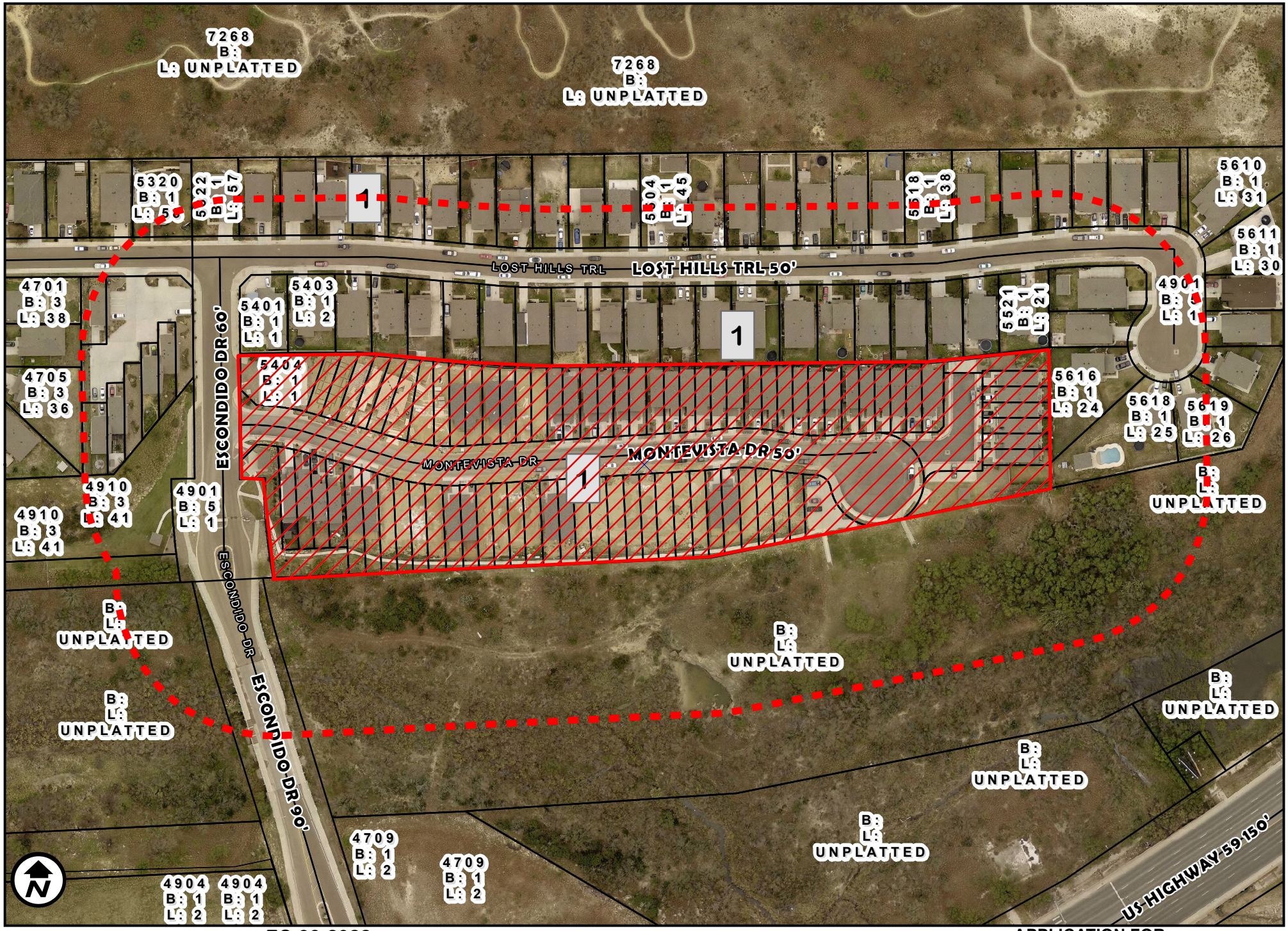
Staff **does not support** the application.

Fiscal Impact

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

Attachments

Maps
Narrative
Site Plan
Ordinance 2014-O-088
FINAL Ordinance
Exhibit A



AERIAL MAP

1 inch = 157 feet

ZC-33-2022

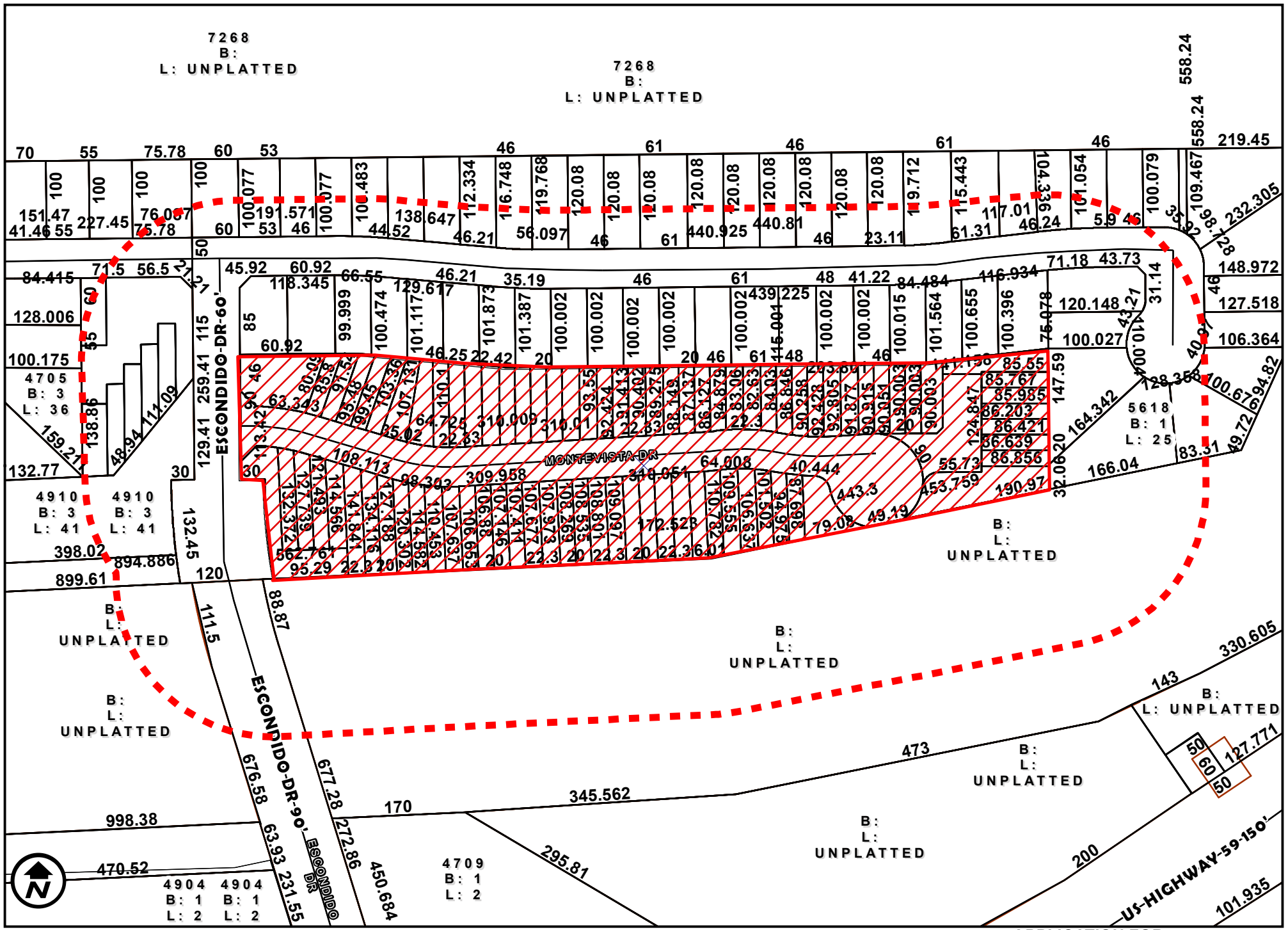
COUNCIL DISTRICT 5

SOUTH OF LOST HILLS TRL. & EAST OF ESCONDIDO DR.

APPLICATION FOR

R-2 (MULTI-FAMILY DISTRICT)

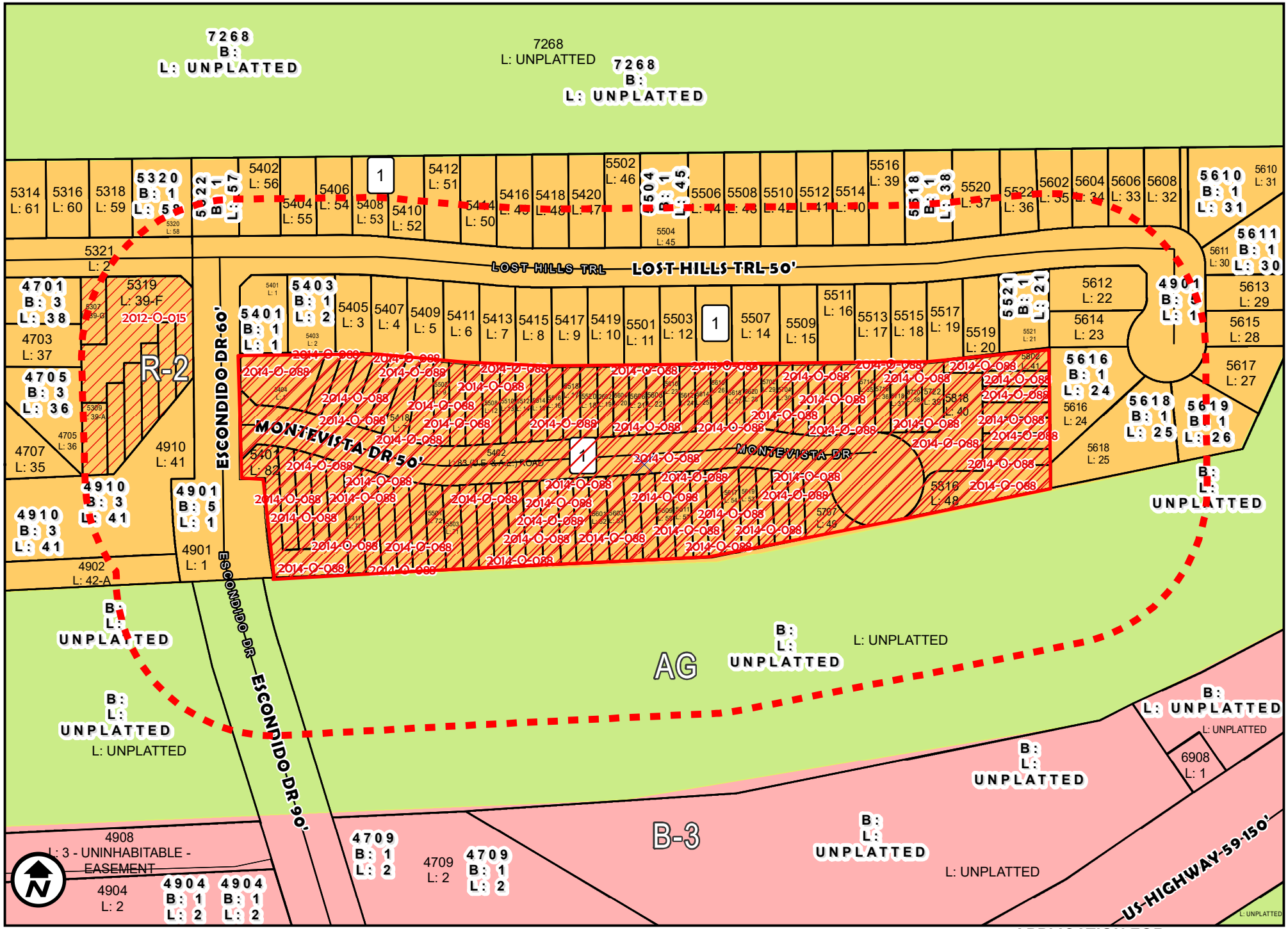
S.U.P.



DIMENSIONS MAP
1 inch = 157 feet

ZC-33-2022
COUNCIL DISTRICT 5
SOUTH OF LOST HILLS TRL. & EAST OF ESCONDIDO DR.

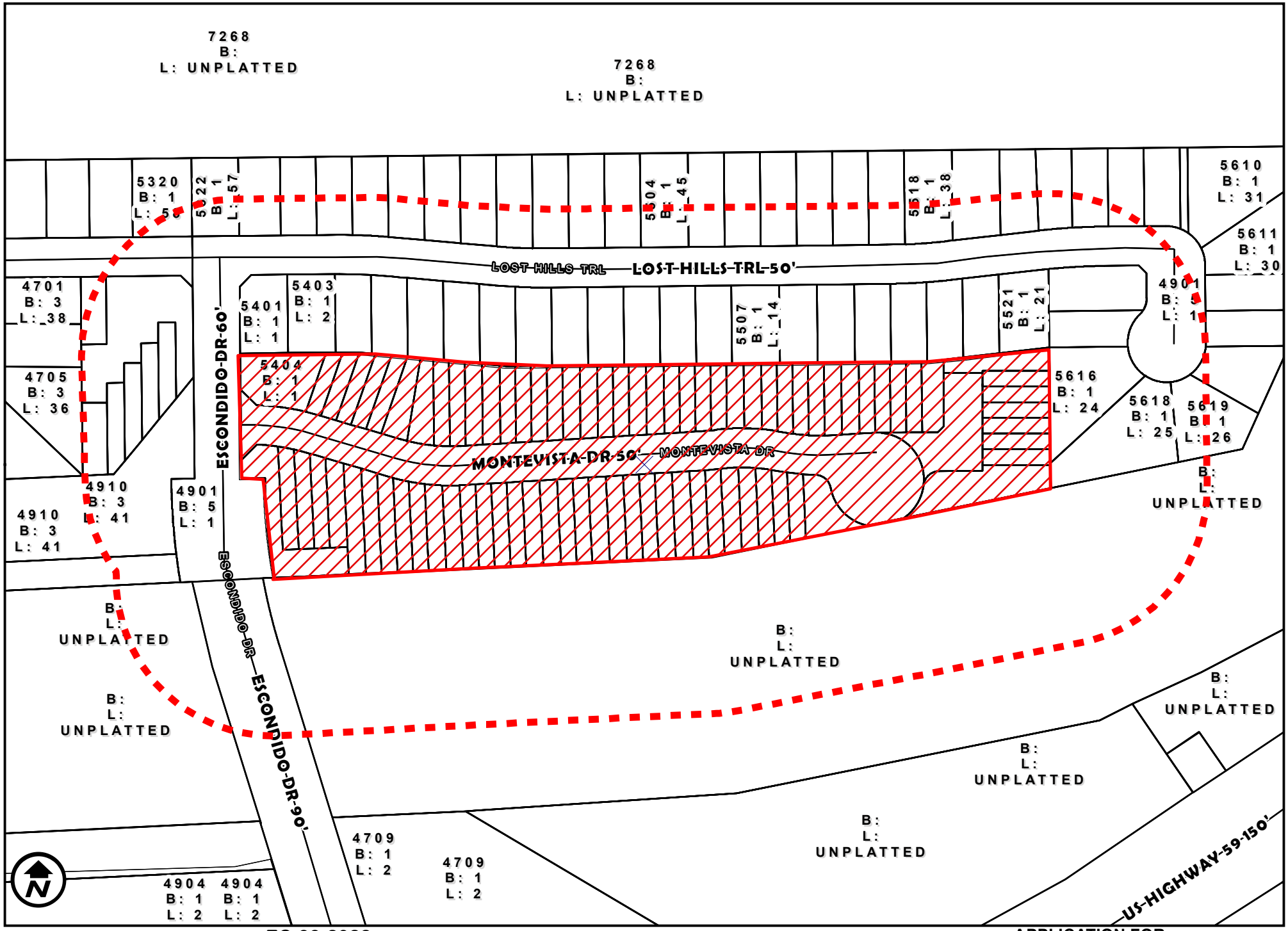
APPLICATION FOR
R-2 (MULTI-FAMILY DISTRICT)
S.U.P.



ZONING MAP
1 inch = 157 feet

ZC-33-2022
COUNCIL DISTRICT 5
SOUTH OF LOST HILLS TRL. & EAST OF ESCONDIDO DR.

APPLICATION FOR
R-2 (MULTI-FAMILY DISTRICT)
S.U.P.



SURVEY MAP

1 inch = 157 feet

ZC-33-2022

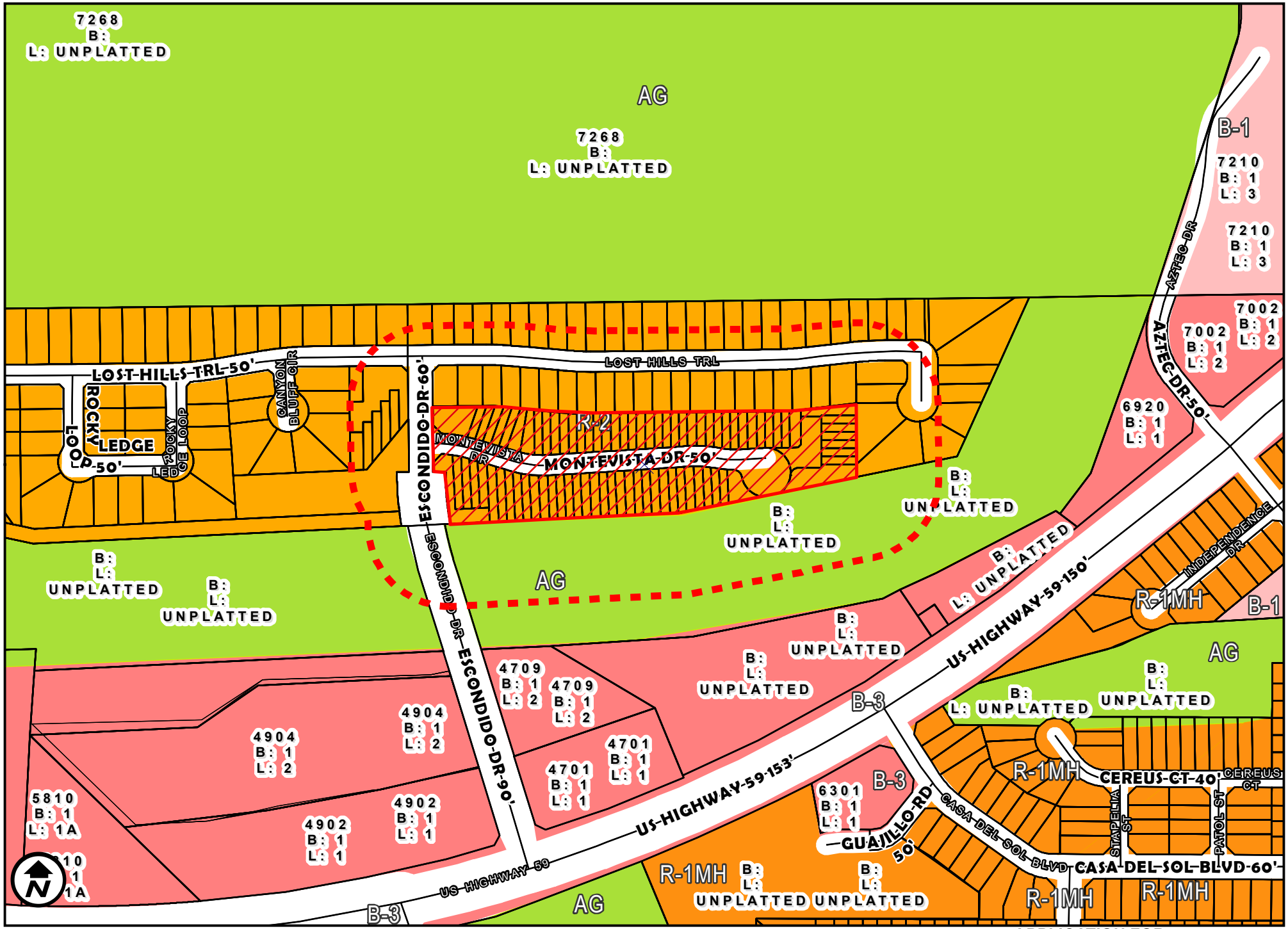
COUNCIL DISTRICT 5

SOUTH OF LOST HILLS TRL. & EAST OF ESCONDIDO DR.

APPLICATION FOR

R-2 (MULTI-FAMILY DISTRICT)

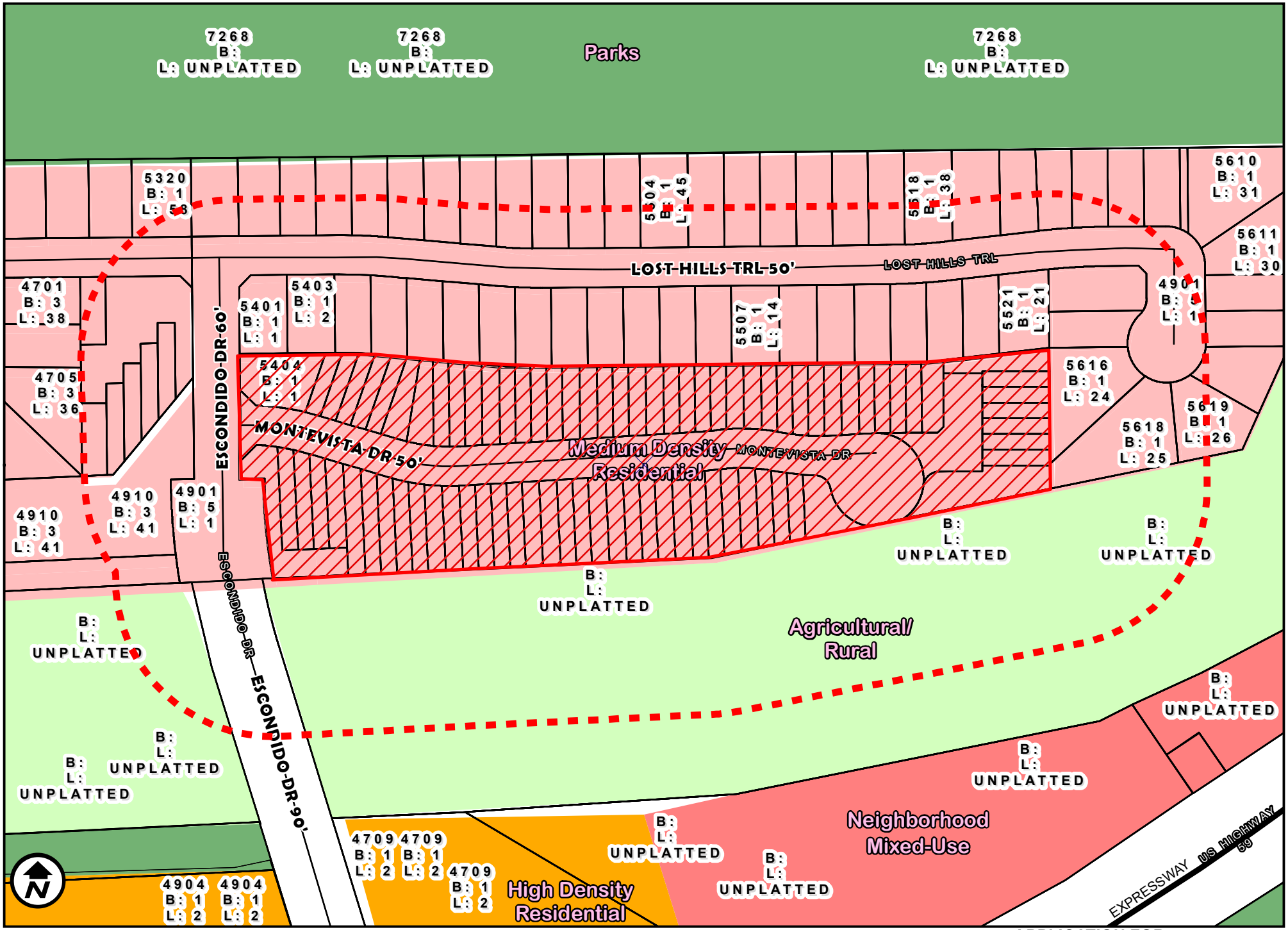
S.U.P.



ZONING OVERVIEW
1 inch = 300 feet

ZC-33-2022
COUNCIL DISTRICT 5
SOUTH OF LOST HILLS TRL. & EAST OF ESCONDIDO DR.

APPLICATION FOR
R-2 (MULTI-FAMILY DISTRICT)
S.U.P.



FUTURE LANDUSE MAP ZC-33-2022

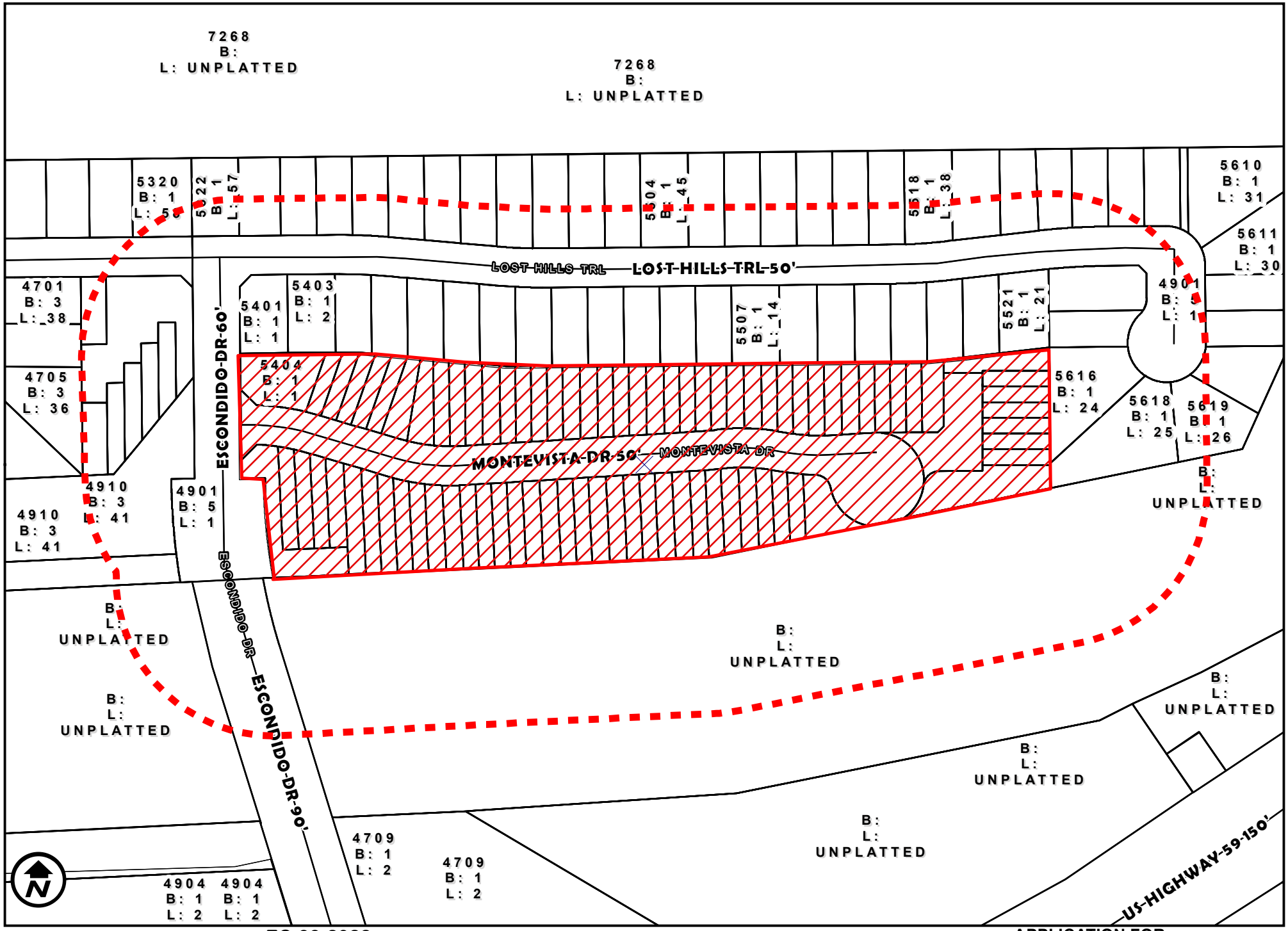
1 inch = 157 feet COUNCIL DISTRICT 5

SOUTH OF LOST HILLS TRL. & EAST OF ESCONDIDO DR.

APPLICATION FOR

R-2 (MULTI-FAMILY DISTRICT)

S.U.P.



200' NOTIFICATION

1 inch = 157 feet

ZC-33-2022

COUNCIL DISTRICT 5

SOUTH OF LOST HILLS TRL. & EAST OF ESCONDIDO DR.

APPLICATION FOR

R-2 (MULTI-FAMILY DISTRICT)

S.U.P.

peua consulting llc

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

January 31, 2022

City of Laredo Planning and Zoning
Attention: Mr. Orlando D. Navarro
1120 San Bernardo Ave.
Laredo, Texas 78040

Re: Escondido Townhomes Subdivision

Dear Mr. Navarro,

This is an amendment to an existing SUP, in Escondido Townhomes Subdivision on Lots 50, 51, 52, 53, the purpose of the amendment is to adjust 3.0ft of side Building Set Back distance instead of 5ft from the property line, the front setback still the same, the townhomes floor plan also changed, the unit will not have a garage as shown on submitted floor plans.

As mentioned before this is an amendment to the existing SUP where all parking requirements were met. This amendment is proposed to have space for two cars on the driveways as shown on the enclosed exhibit and there are several parking lots within the subdivision for the 1 visitors parking requirement that these 4 units would require. One of this parking lots is adjacent to the east of these lots as also shown on Exhibit 1

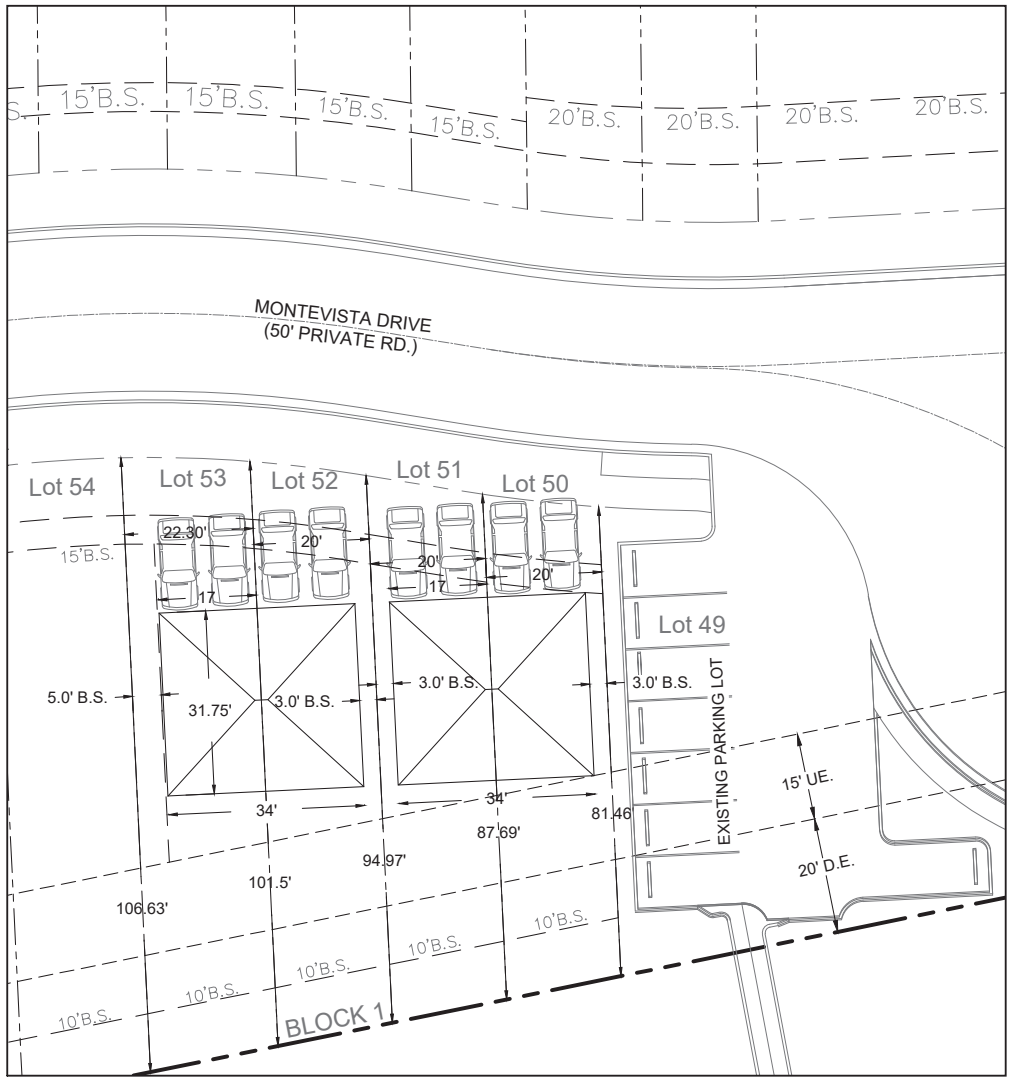
Peua Consulting LLC, on behalf of CBA Laredo Escon, LP, is respectfully requesting an amendment for the Special Use Permit (SUP) for these 4 lots.

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

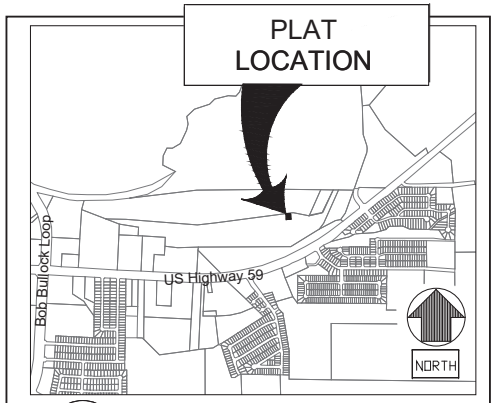
Sincerely,

Oscar Castillo P.E.

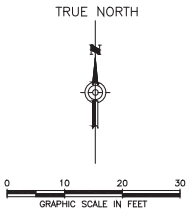
Peua Consulting L.L.C.



1 - ALTA VISTA SUP
SCALE: 1" =20'



2 - VICINITY MAP
SCALE: 1" = 2000'



FOR REVIEW ONLY

peua consulting llc
Registration
Number F-14954
8218 Casa Verde Rd.
Suit 1001
Laredo, Texas 78041
(956) 433 -2205 tel.

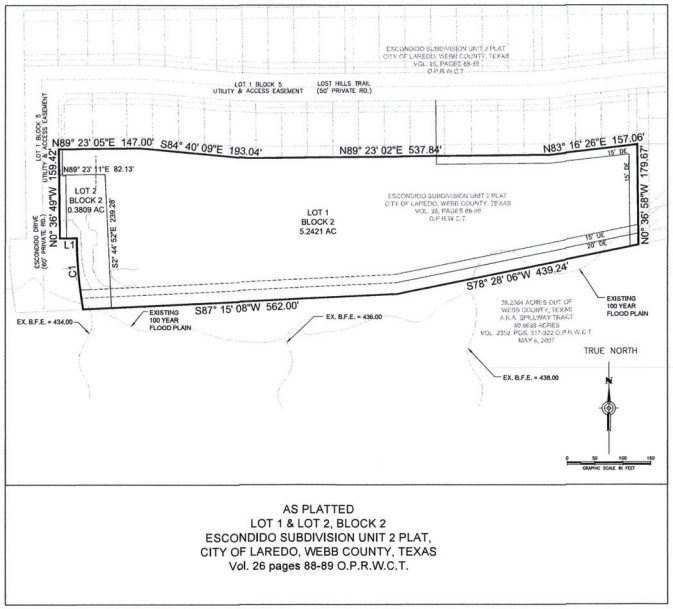
Alta Vista

DRAWN BY: A.VILLALOBOS
DESIGN BY: O.CASTILLO
CHECK BY: O.CASTILLO
FILE NAME: Duplex Alta Vista.dwg

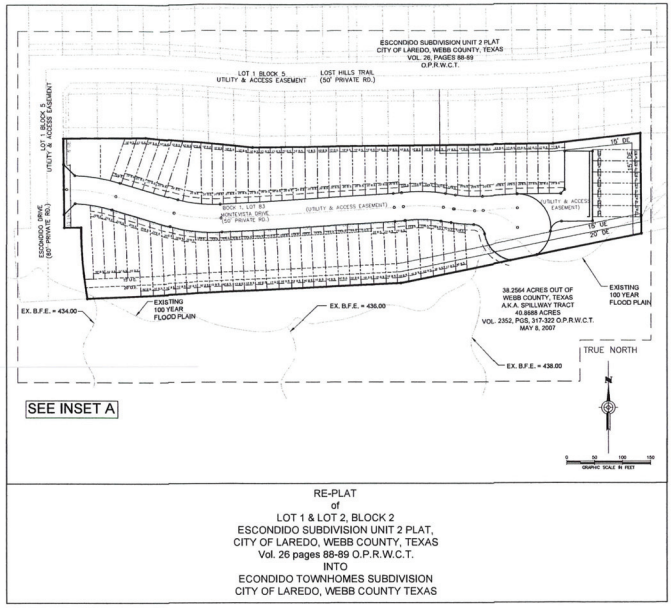
DATE: 2022.01.22
REVISIONS:

Alta Vista SUP

SHEET NO.: EX1.0
JOB NO.: 2014.007

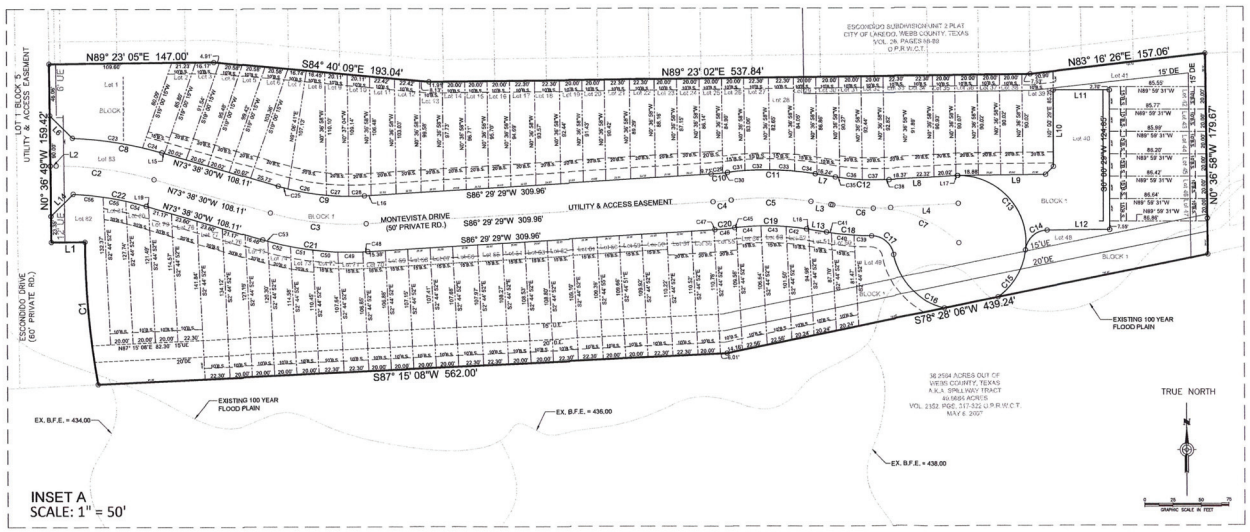


AS PLATTED
LOT 1 & LOT 2, BLOCK 2
ESCONDIDO SUBDIVISION UNIT 2 PLAT,
CITY OF LAREDO, WEBB COUNTY, TEXAS
Vol. 26 pages 88-89 O.P.R.W.C.T.

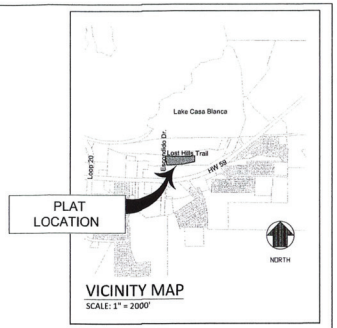


SEE INSET A

RE-PLAT
of
LOT 1 & LOT 2, BLOCK 2
ESCONDIDO SUBDIVISION UNIT 2 PLAT,
CITY OF LAREDO, WEBB COUNTY, TEXAS
Vol. 26 pages 88-89 O.P.R.W.C.T.
INTO
ECONDIDO TOWNHOMES SUBDIVISION
CITY OF LAREDO, WEBB COUNTY TEXAS



INSET A
SCALE: 1" = 50'



PLAT LOCATION

VICINITY MAP
SCALE: 1" = 2000'

NOTES:
1. ALL CURB CUTS SHALL COMPLY WITH THE TRANSPORTATION ELEMENT OF THE CITY OF LAREDO COMPREHENSIVE PLAN
2. SIDEWALKS, DRIVEWAYS, AND TREES WILL BE INSTALLED AT THE TIME OF ISSUANCE OF BUILDING PERMITS IN ACCORDANCE WITH THE LAREDO LAND DEVELOPMENT CODE.
3. BY GEOGRAPHICALLY PLOTTING, THIS TRACT IS PARTIALLY WITHIN A 100 YEAR FREQUENCY FLOOD ZONE AS PER FLOOD INSURANCE RATE MAP FOR WEBB COUNTY, TEXAS COMMUNITY PANEL NO. 48475C 1220 C WITH AN EFFECTIVE DATE FOR APRIL 2, 2008.
4. THE FINISH FLOOR ELEVATION SHALL BE CONSTRUCTED A MINIMUM OF 18 INCHES ABOVE THE ESTABLISHED BASE FLOOD ELEVATION (IF APPLICABLE)
5. THIS RE-PLAT DOES NOT ATTEMPT TO ALTER, AMEND, OR REMOVE ANY COVENANTS OR RESTRICTIONS.
6. BLOCK 1 - LOT 1, 40, 41, 48, 49, 82 AND 83 ARE UNINHABITABLE.
7. THE PURPOSE OF THIS RE-PLAT IS TO CREATE A TOWN HOME RESIDENTIAL SUBDIVISION.
8. NO MORE THAN ONE SINGLE FAMILY DWELLING SHALL BE LOCATED ON AN INDIVIDUAL LOT.
9. BUILDERS AND/OR HOME OWNERS OF LOTS 50 TO 81 SHALL LEAVE ADEQUATE OPENINGS ON BACKYARD FENCE AND/OR WALLS TO ALLOW FOR SURFACE RUNOFF TO CONTINUE.
10. BUILDERS AND/OR HOME OWNERS OF LOTS 42 TO 47 SHALL LEAVE ADEQUATE OPENINGS ON THE BACKYARD SIDE FENCE AND/OR WALLS TO ALLOW FOR SURFACE RUNOFF TO CONTINUE.

LEGEND

○	PROPERTY CORNER
	EXISTING PROPERTY LOT LINE
	EXISTING EASEMENT LINE
	EXISTING PROPERTY BOUNDARY LINE
	EXISTING FLOOD ZONE
U.E.	EXISTING UTILITY EASEMENT
D.E.	EXISTING DRAINAGE EASEMENT
B.S.	BUILDING SET BACK
	EXISTING SANITARY SEWER
	EXISTING WATER LINE
	EXISTING STORM DRAIN
	PROPOSED PROPERTY EASEMENT
	PROPOSED CENTER LINE
	PROPOSED PROPERTY LOT LINE
20'B.S.	PROPOSED 20' BUILDING SETBACK
15'B.S.	PROPOSED 15' BUILDING SETBACK
	PROPOSED UTILITY ACCESS EASEMENT

LOT AREA TABLE BLOCK 1

LOT	SF	AC	LOT	SF	AC	LOT	SF	AC
1	6522.92	0.1497	34	2038.47	0.0468	67	2150.88	0.0494
2	1658.25	0.0381	35	1809.97	0.0416	68	2145.57	0.0493
3	1778.22	0.0408	36	1800.39	0.0413	69	2140.25	0.0491
4	1870.18	0.0429	37	1800.36	0.0413	70	2135.00	0.0490
5	1949.01	0.0447	38	1800.36	0.0413	71	2385.97	0.0548
6	2027.84	0.0466	39	2500.28	0.0574	72	2428.26	0.0557
7	2689.20	0.0617	40	8397.29	0.1928	73	2247.76	0.0516
8	2792.83	0.0641	41	3134.79	0.0720	74	2346.11	0.0539
9	2195.39	0.0504	42	1713.17	0.0393	75	2474.54	0.0568
10	2158.48	0.0496	43	1717.52	0.0394	76	2613.04	0.0600
11	2335.98	0.0536	44	1721.88	0.0395	77	3076.92	0.0706
12	2259.05	0.0519	45	1726.24	0.0396	78	2468.68	0.0567
13	1968.01	0.0452	46	1730.59	0.0397	79	2360.59	0.0542
14	1944.39	0.0446	47	1734.95	0.0398	80	2495.03	0.0573
15	1924.18	0.0442	48	7094.33	0.1629	81	2603.73	0.0598
16	1903.97	0.0437	49	3390.30	0.0778	82	3524.87	0.0809
17	2099.10	0.0482	50	1689.13	0.0388	83	50265.46	1.1539
18	2073.97	0.0476	51	1826.45	0.0419			
19	1838.69	0.0422	52	1967.81	0.0452			
20	1818.48	0.0417	53	2324.90	0.0534			
21	2003.77	0.0460	54	2414.66	0.0554			
22	1978.64	0.0454	55	2207.51	0.0507			
23	1753.19	0.0402	56	2212.99	0.0508			
24	1732.98	0.0398	57	2461.22	0.0565			
25	1711.96	0.0393	58	2454.61	0.0564			
26	1677.75	0.0385	59	2195.83	0.0504			
27	1844.23	0.0423	60	2190.51	0.0503			
28	1855.23	0.0426	61	2436.16	0.0559			
29	1706.63	0.0392	62	2429.55	0.0558			
30	1771.67	0.0407	63	2173.35	0.0499			
31	1830.19	0.0420	64	2168.04	0.0498			
32	1855.61	0.0426	65	2411.10	0.0554			
33	2059.90	0.0473	66	2404.50	0.0552			

CBA Laredo Escon, LP
1580 South Main Suite 102
Boerne, TX 78006

ISSUED:

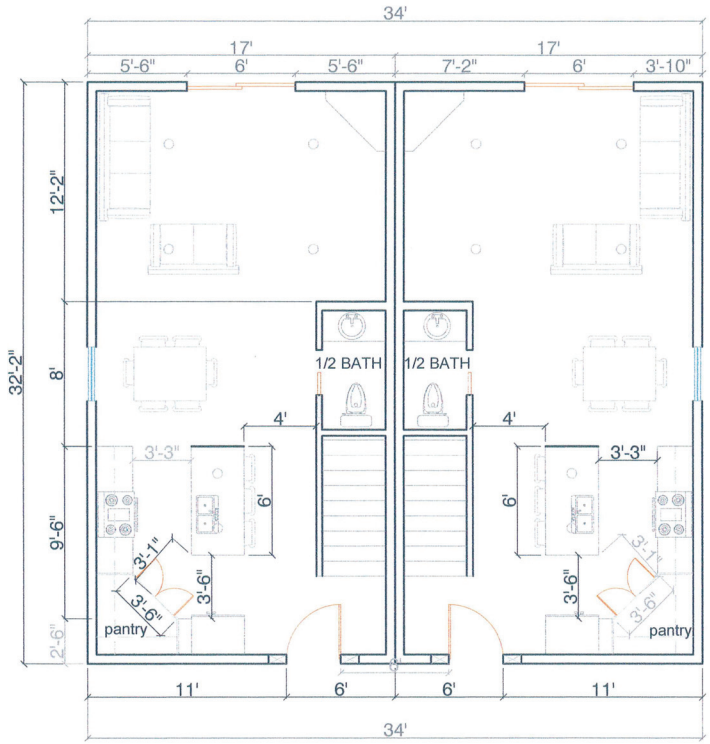
#	DATE	DESCRIPTION
1	05/06/2014	PRELIMINARY RE-PLAT
2	05/20/2014	FOR ONE STOP SHOP
3	07/24/2014	FOR ONE STOP SHOP
4	08/15/2014	FOR ONE STOP SHOP
5	08/19/2014	REVISE PER CITY
6	09/02/2014	ISSUE FOR CONSTRUCTION

peuq consulting llc
Registration Number: F-14954
600 San Bernardo, Suite 902
Laredo, Texas 78040
(210) 621-5797 tel.

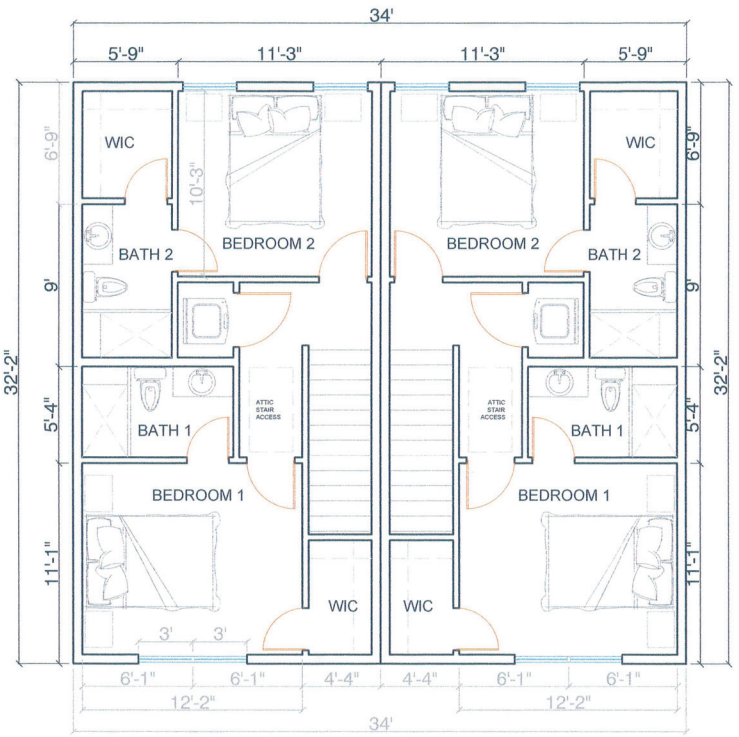
PLAT

RE-PLAT
of
LOT 1 and LOT 2, BLOCK 2
ESCONDIDO SUBDIVISION UNIT 2 PLAT
CITY OF LAREDO, WEBB COUNTY TEXAS
Vol. 30 p. 720 O.P.R.W.C.T.
AND
ESCONDIDO TOWNHOMES SUBDIVISION
CITY OF LAREDO, WEBB COUNTY TEXAS

SHEET NO.:
1.10
1 of 1
JOB NO.: 2014.00



FIRST FLOOR



SECOND FLOOR

LIVING 1st FLOOR: 545sq/ft
LIVING 2nd FLOOR: 505sq/ft
TOTAL: 1,050sq/ft

REVISION:

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These plans are for construction of one building only.
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TITLE: FLOOR PLAN

BUILDER: SOUTH TEXAS

PROJECT: GREEN RANCH DUPLEX

DATE: APRIL - 2021

SCALE: NTS

SHEET: 02

Final Reading of Ordinances

City Council-Regular
Meeting Date: 08/04/2014
Initiated By: Horacio De Leon, Assistant City Manager
Initiated By: James Arthur with CBA Laredo Escon, LP

Staff Source: Nathan R. Bratton, Planning Director

SUBJECT

2014-O-088 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for townhouses on Lots 1 and 2, Block 2, Escondido Subdivision Unit 2, located at 4903 and 4917 Escondido Drive; providing for publication and effective date. **(AS AMENDED)**

PREVIOUS COUNCIL ACTION

This item was introduced by the Honorable Roque Vela, Jr. at the meeting of July 21, 2014.

BACKGROUND

Council District: V – The Honorable Roque Vela, Jr.

Proposed use: Townhouses

Site: The site is currently vacant.

Surrounding land uses: To the north and east are single-family residences. To the south is vacant undeveloped land. West of the site is vacant undeveloped land, vacant lots and single-family residences.

Comprehensive Plan: The Comprehensive Plan identifies this area as Medium Density Residential.

Transportation Plan: The Long Range Thoroughfare Plan does not identify either Lost Hills Trail or Escondido Drive; U.S. Highway 59 is identified as an Expressway.

Letters sent to surrounding property owners: 64 In Favor: 0 Opposed: 1

STAFF COMMENTS

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

Staff does not support the current SUP application because it violates the Subdivision Ordinance, the Laredo Land Development Code, and the City of Laredo Standard Technical Specifications Manual. It does not meet minimum lot and driveway or setback requirements.

If the Council could like to consider the issuance of a Special Use Permit, Staff proposes the following conditions:
l . The Special Use Permit is issued to CBA Laredo Escon, LP, and is non-transferable except to any Homeowners Association (HOA).
2. The Special Use Permit is restricted to the site plan, Exhibit "A," which is made part hereof for all purposes, provided it meets the 24 foot wide lot requirements at property line.
3. Two parking places are required per townhouse, one of which is required to be enclosed. All parking must comply with Section 24-78 of the Laredo Land Development Code. Visitor parking must be provided as one for every four dwelling units. All parking must be contained within the lot; parking in the right-of-way is prohibited.
4. Any future garage enclosures shall be prohibited.
5. Any common areas shall be maintained by the Homeowners Association.
6. Front yard setback shall be 20 feet.

The Planning and Zoning Commission recommended approval with the following conditions:
l . The Special Use Permit is issued to CBA Laredo Escon, LP, and is non-transferable except to any Homeowners Association (HOA).
2. The Special Use Permit is restricted to the site plan, Exhibit "A," which is made part hereof for all purposes~~., provided it meets the 24 foot wide lot requirements at property line.~~
3. Two parking places are required per townhouse, one of which is required to be enclosed. All parking must comply with Section 24-78 of the Laredo Land Development Code. Visitor parking must be provided as one for every four dwelling units. All parking must be contained within the lot; parking in the right-of-way is prohibited.
4. Any future garage enclosures shall be prohibited.
5. Any common areas shall be maintained by the Homeowners Association.
6. [~~Front yard setback shall be 20 feet~~] *The front yard setback for lots 3 through 25, 31 through 39, 55 through 57, and 73 through 81, being a total of 44 lots, shall be no less than 20 feet. The front yard setback for lots 2, 26 through 30, 42 through 47, 50 through 54, and 58 through 72, being a total of 32 lots, shall be no less than 15 feet.*
7.The minimum lot width for each lot shall be not less than 20 feet as measured from the front property line.

IMPACT ANALYSIS

R-2 (Multi-Family Residential District): The purpose of the R-2 (Multi-Family Residential District) is to provide an area for higher density residential uses 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. Escondido is a private residential subdivision which includes both townhouses and site-built single family residences.

Would this change create an isolated zoning district unrelated to surrounding districts?
No. The zoning for this subdivision is R-2 (Multi-Family Residential District) and there currently exist two Special Use Permits for townhouses.

Will change adversely influence living conditions in the neighborhood?
Possibly. When a subdivision is not yet built out, additional development will probably influence the living conditions in the neighborhood. With an increase in residences, there will be an increase in activity, including traffic and noise, within the neighborhood.

Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The R-2 zoning does not allow for townhouses without a Special Use Permit.

COMMITTEE RECOMMENDATION

The P & Z Commission, in a **6** to **1** vote, recommended **approval** of the Special Use Permit.

STAFF RECOMMENDATION

Staff **does not support** the Special Use Permit.

Fiscal Impact

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

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

N/A

Attachments

2014-O-088 corrected
2014-O-088 Exhibit A site plan
zc-51-2014 maps
zc-51-2014 photos

ORDINANCE NO. 2014-O-088

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A SPECIAL USE PERMIT FOR TOWNHOUSES, ON LOTS 1 AND 2, BLOCK 2, ESCONDIDO SUBDIVISION UNIT 2, LOCATED AT 4903 AND 4917 ESCONDIDO DRIVE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE. **(AS AMENDED)**

WHEREAS, the owner of Lots 1 and 2, Block 2, Escondido Subdivision Unit 2, located at 4903 and 4917 Escondido Drive, has requested a Special Use Permit for townhouses; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on July 3, 2014; and,

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

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

WHEREAS, the City Council has held a public hearing on July 21, 2014, on the request and finds the proposed Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: A Special Use Permit is granted for townhouses on Lots 1 and 2, Block 2, Escondido Subdivision Unit 2, located at 4903 and 4917 Escondido Drive.

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

1. The Special Use Permit is issued to CBA Laredo Escon, LP, and is non-transferable except to any Homeowners Association (HOA).
2. The Special Use Permit is restricted to the site plan, Exhibit "A," which is made part hereof for all purposes [~~, provided it meets the 24 foot wide lot requirements at property line~~].
3. Two parking places are required per townhouse, one of which is required to be enclosed. All parking must comply with Section 24-78 of the Laredo Land Development Code. Visitor parking must be provided as one for every four dwelling units. All parking must be contained within the lot; parking in the right-of-way is prohibited.
4. Any future garage enclosures shall be prohibited.
5. Any common areas shall be maintained by the Homeowners Association.

6. [~~Front yard setback shall be 20 feet~~] *The front yard setback for lots 3 through 25, 31 through 39, 55 through 57, and 73 through 81, being a total of 44 lots, shall be no less than 20 feet. The front yard setback for lots 2, 26 through 30, 42 through 47, 50 through 54, and 58 through 72, being a total of 32 lots, shall be no less than 15 feet.*
7. *The minimum lot width for each lot shall be not less than 20 feet as measured from the front property line.*

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

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2014.

_____
RAUL G. SALINAS
MAYOR

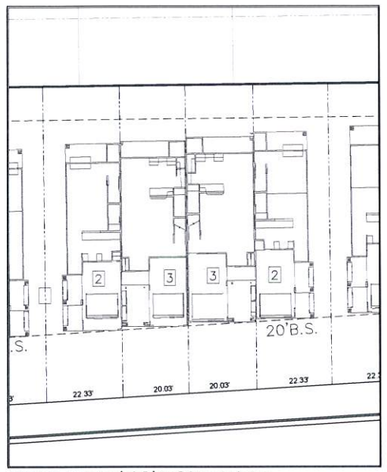
ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

RAUL CASSO
CITY ATTORNEY

_____
KRISTINA K. LAUREL HALE
ASSISTANT CITY ATTORNEY



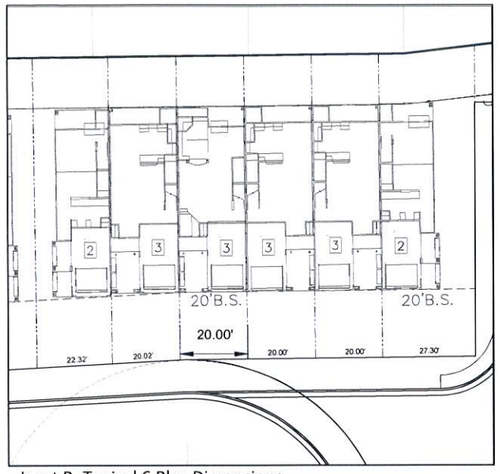
Inset A, Typical 4 Plex Dimensions
SCALE: 1" = 20'

4 Plex Parking

4 Enclosed
6 Not Enclosed
10 Total

TRUE NORTH

GRAPHIC SCALE IN FEET



Inset B, Typical 6 Plex Dimensions
SCALE: 1" = 20'

6 Plex Parking

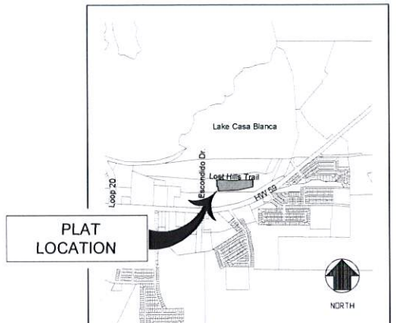
6 Enclosed
10 Not Enclosed
16 Total

TRUE NORTH

GRAPHIC SCALE IN FEET

LOT AREA TABLE

LOT	SF	AC	LOT	SF	AC	LOT	SF	AC
1	6520.62	0.1497	34	2038.74	0.0468	67	2148.22	0.0493
2	1656.89	0.0380	35	1810.35	0.0416	68	2142.91	0.0492
3	1780.56	0.0409	36	1800.42	0.0413	69	2137.60	0.0491
4	1881.36	0.0432	37	1800.36	0.0413	70	2132.66	0.0490
5	1969.08	0.0452	38	1800.36	0.0413	71	2388.68	0.0548
6	2056.81	0.0472	39	2524.78	0.0580	72	2438.20	0.0560
7	2755.74	0.0633	40	8372.79	0.1922	73	2263.02	0.0520
8	2838.33	0.0652	41	3134.79	0.0720	74	2367.66	0.0544
9	2206.66	0.0507	42	1713.17	0.0393	75	2503.64	0.0575
10	2160.12	0.0496	43	1717.52	0.0394	76	2652.05	0.0609
11	2335.98	0.0536	44	1721.88	0.0395	77	3132.25	0.0719
12	2259.05	0.0519	45	1726.24	0.0396	78	3316.98	0.0761
13	1968.01	0.0452	46	1730.59	0.0397	79	3130.02	0.0719
14	1944.39	0.0446	47	1734.95	0.0398	80	3254.62	0.0747
15	1924.18	0.0442	48	7094.33	0.1629	81	3346.94	0.0768
16	1903.97	0.0437	49	4203.00	0.0965	82	2366.32	0.0543
17	2099.10	0.0482	50	1738.46	0.0399	83	50279.35	1.1543
18	2073.97	0.0476	51	1880.07	0.0432			
19	1838.69	0.0422	52	2008.64	0.0461			
20	1818.48	0.0417	53	2347.88	0.0539			
21	2003.77	0.0460	54	2424.54	0.0557			
22	1978.64	0.0454	55	2214.41	0.0508			
23	1753.19	0.0402	56	2210.33	0.0507			
24	1732.98	0.0398	57	2458.25	0.0564			
25	1712.77	0.0393	58	2451.65	0.0563			
26	1692.56	0.0389	59	2193.17	0.0503			
27	1867.76	0.0429	60	2187.86	0.0502			
28	1877.67	0.0431	61	2433.20	0.0559			
29	1725.79	0.0396	62	2426.59	0.0557			
30	1790.03	0.0411	63	2170.70	0.0498			
31	1842.52	0.0423	64	2165.38	0.0497			
32	1860.16	0.0427	65	2408.14	0.0553			
33	2060.03	0.0473	66	2401.53	0.0551			

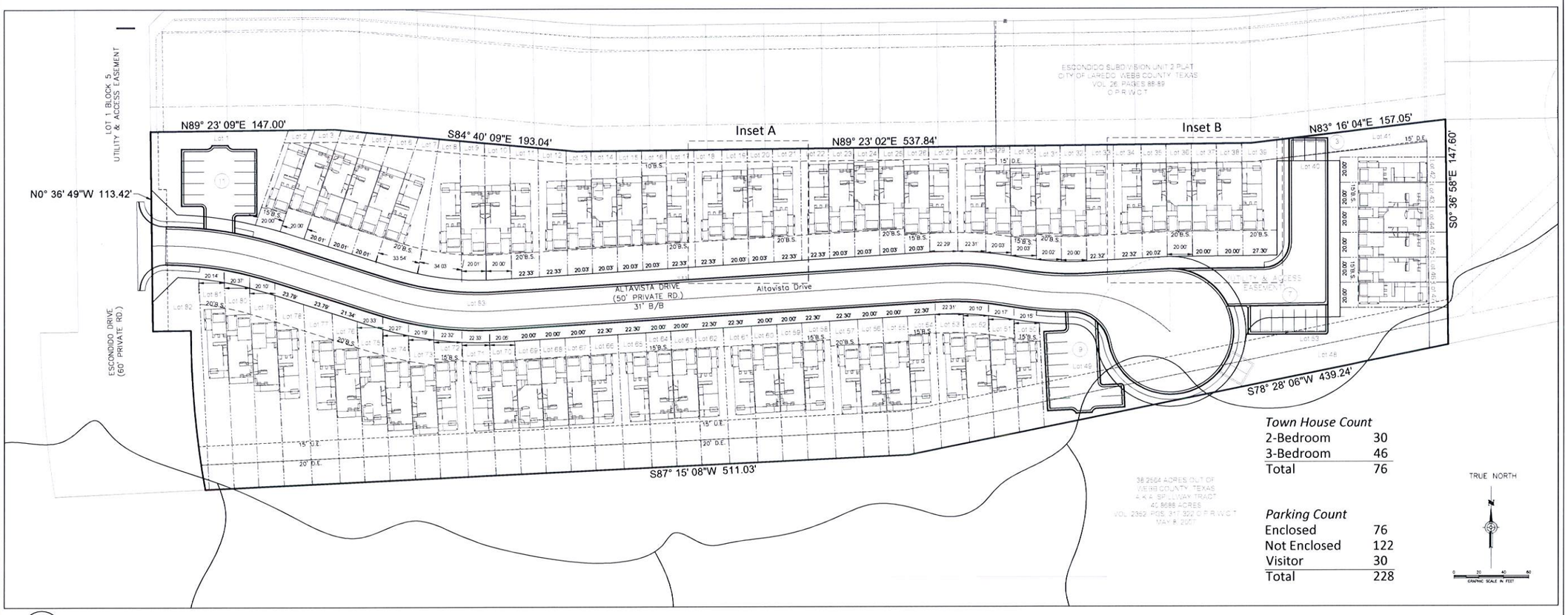


PLAT LOCATION

VICINITY MAP
SCALE: 1" = 2000'

LEGEND

	EXISTING PROPERTY LOT LINE
	EXISTING EASEMENT LINE
	EXISTING PROPERTY BOUNDARY LINE
	EXISTING FLOOD ZONE
U.E.	EXISTING UTILITY EASEMENT
D.E.	EXISTING DRAINAGE EASEMENT
B.S.	BUILDING SET BACK
	PROPOSED PROPERTY LOT LINE
SS	EXISTING SANITARY SEWER
W	EXISTING WATER LINE
SD	EXISTING STORM DRAIN
2	2 BEDROOMS
3	3 BEDROOMS



Town House Count

2-Bedroom	30
3-Bedroom	46
Total	76

Parking Count

Enclosed	76
Not Enclosed	122
Visitor	30
Total	228

TRUE NORTH

GRAPHIC SCALE IN FEET

1 SITE LAYOUT
SCALE: 1" = 40'

EXHIBIT "A" (revised)

CBA Laredo Escon, LP
1580 South Main Suite 102
Boerne, TX 78006

STATE OF TEXAS
OSCAR CASTILLO
95620
LICENSED
PROFESSIONAL ENGINEER
07/23/14

ISSUED

#	DATE	DESCRIPTION
1	06/14/2014	SPECIAL USE PERMIT
2	07/23/2014	SPECIAL USE PERMIT

petula consulting llc
Registration Number F-14954
109 E Del Mar, # 5
Laredo, Texas 78041
(210) 621-5797 tel

ALTAVISTA SUBDIVISION LAYOUT
CITY OF LAREDO, WEBB COUNTY TEXAS

SITE LAYOUT

SHEET NO.:
C1
1 of 1
JOB NO.: 2014.007

APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)

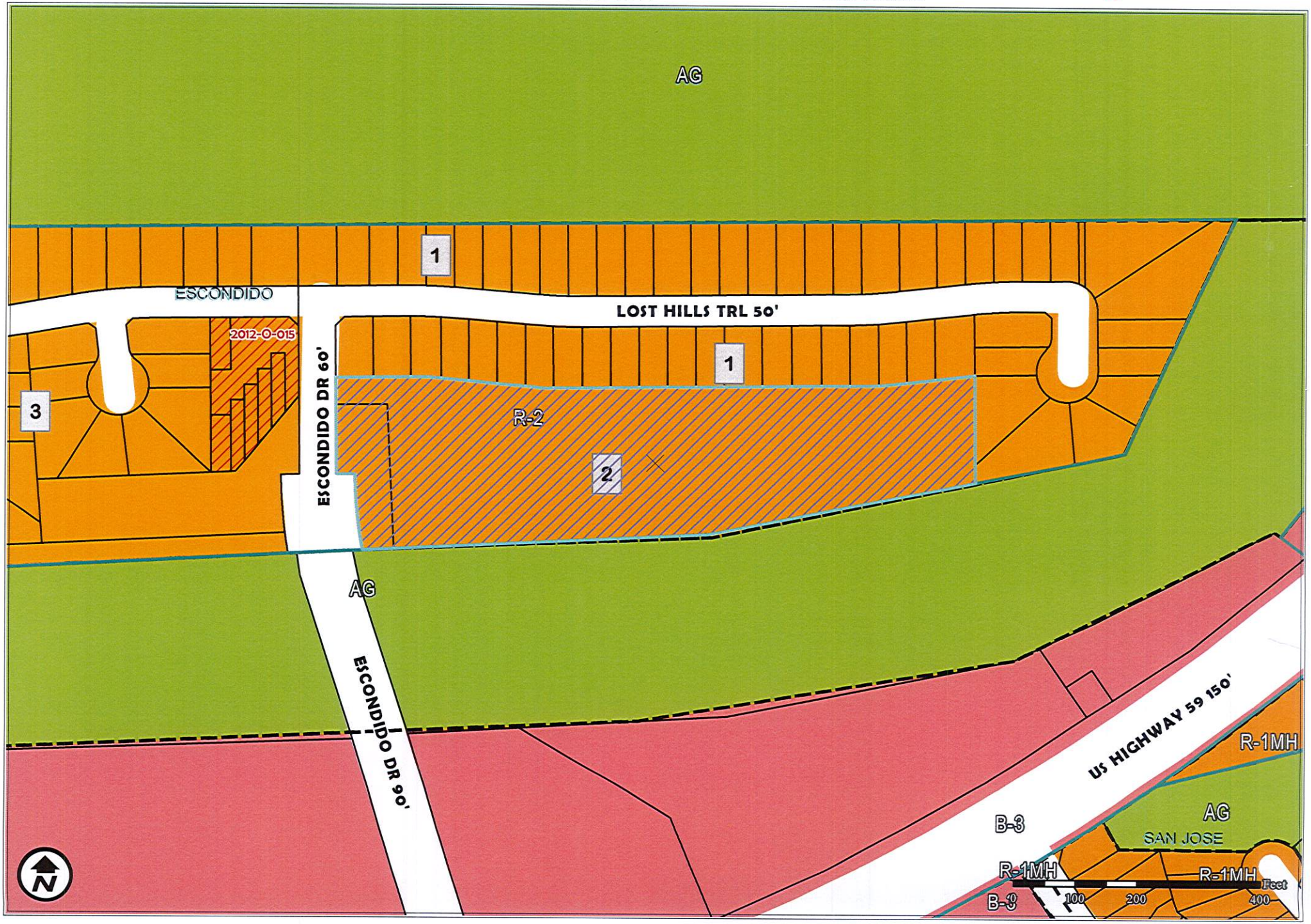
4903&4917 ESCONDIDO DR
COUNCIL DISTRICT 5
ZC-51-2014

ZONING MAP

1 inch = 200 feet

Date: 5/27/2014

- S.U.P. (SPECIAL USE PERMITS)
- C.U.P. (CONDITIONAL USE PERMITS)
- S.U.P. & C.U.P.



APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)

4903&4917 ESCONDIDO DR
COUNCIL DISTRICT 5
ZC-51-2014

AERIAL MAP

1 inch = 200 feet

Date: 5/27/2014

APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)

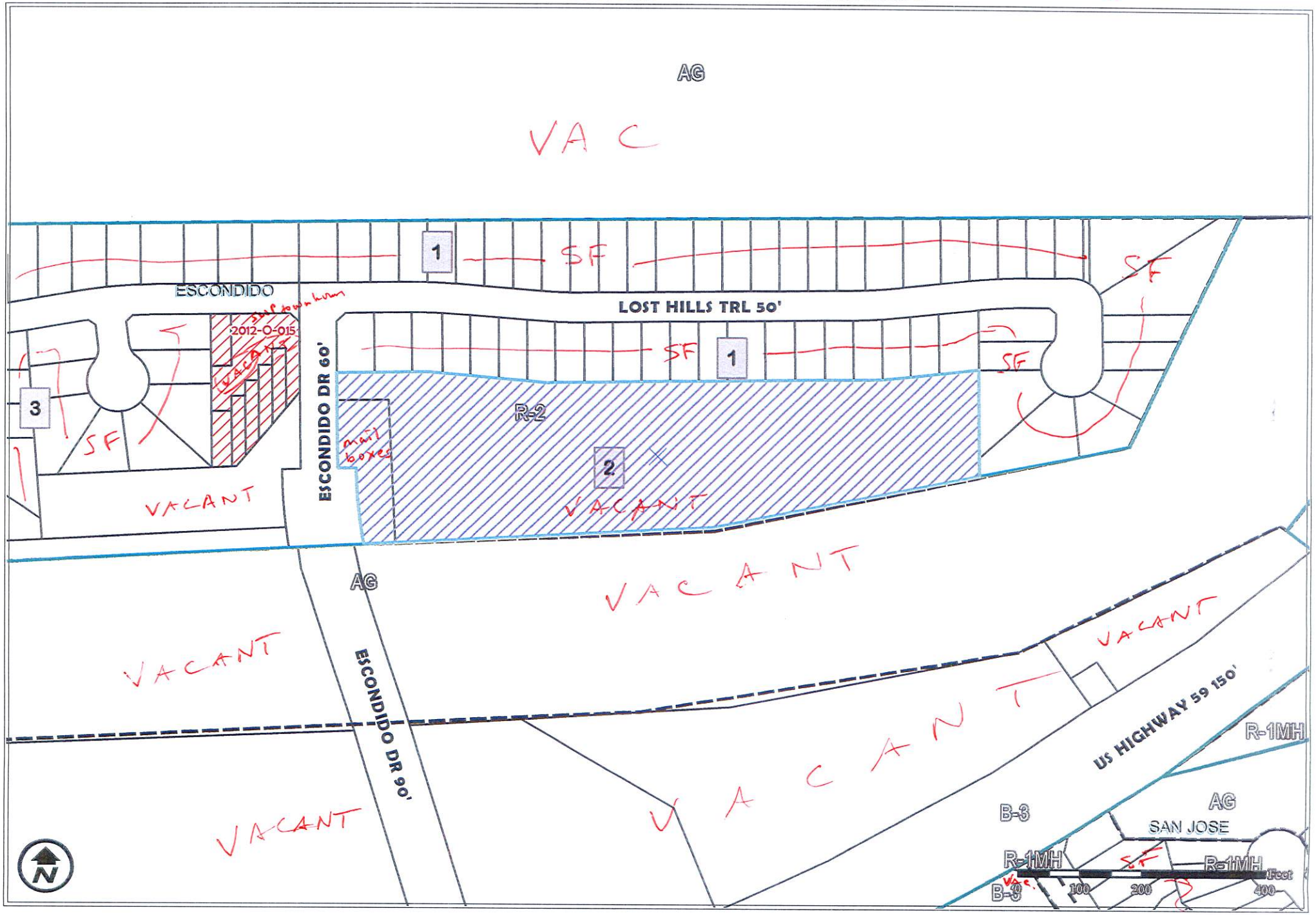
4903&4917 ESCONDIDO DR
COUNCIL DISTRICT 5
ZC-51-2014

ZONING MAP

1 inch = 200 feet

Date: 5/27/2014

- S.U.P. (SPECIAL USE PERMITS)
- C.U.P. (CONDITIONAL USE PERMITS)
- S.U.P. & C.U.P.



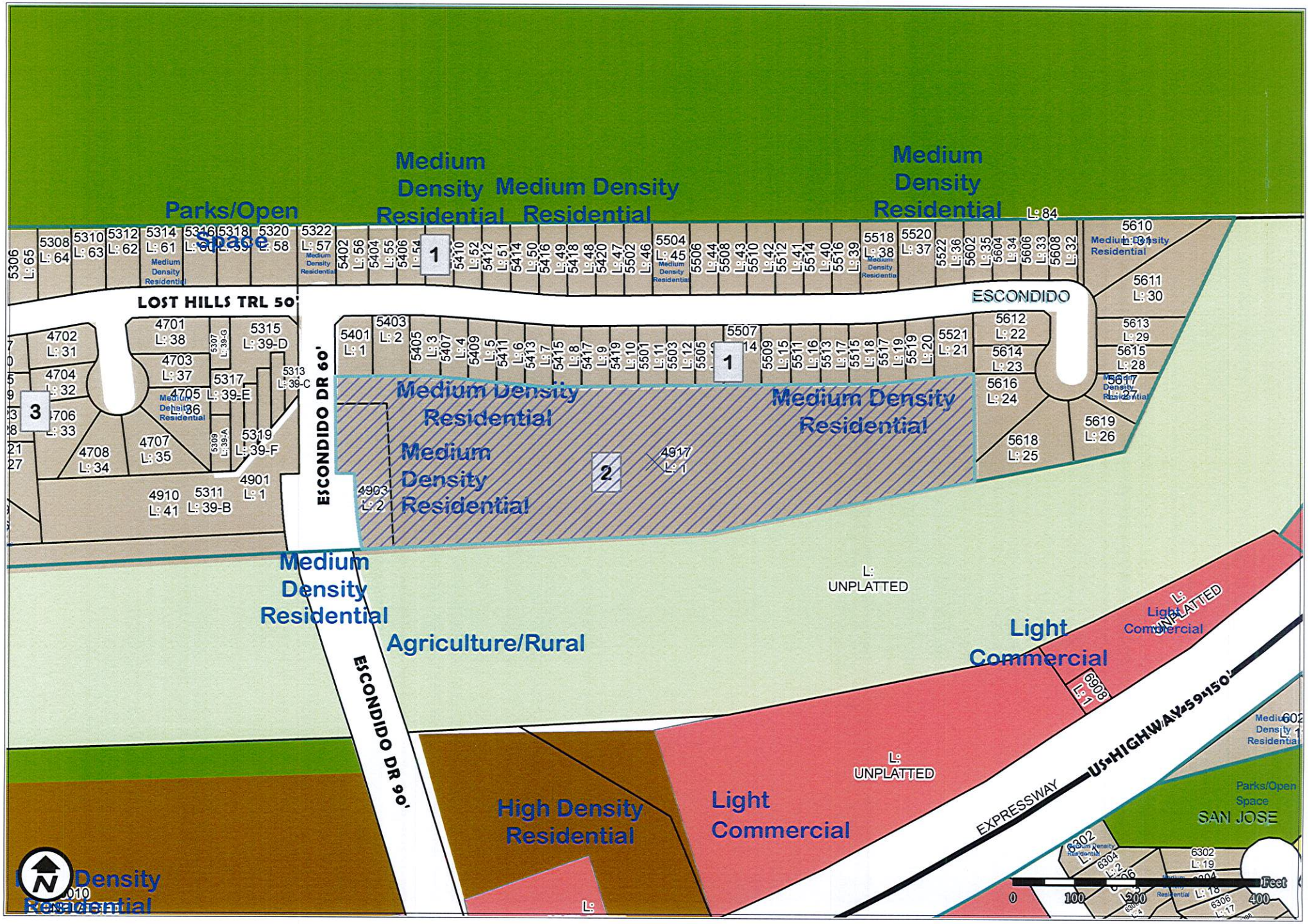
APPLICATION FOR
S.U.P. (SPECIAL USE PERMIT)

4903&4917 ESCONDIDO DR
COUNCIL DISTRICT 5
ZC-51-2014

FUTURE LANDUSE MAP

1 inch = 200 feet

Date: 5/27/2014



ZC-51-2014

4903 & 4917 ESCONDIDO DRIVE

PROPOSAL: R-2 (MULTI-FAMILY RESIDENTIAL) TO R-2 WITH SUP (TOWNHOUSES)

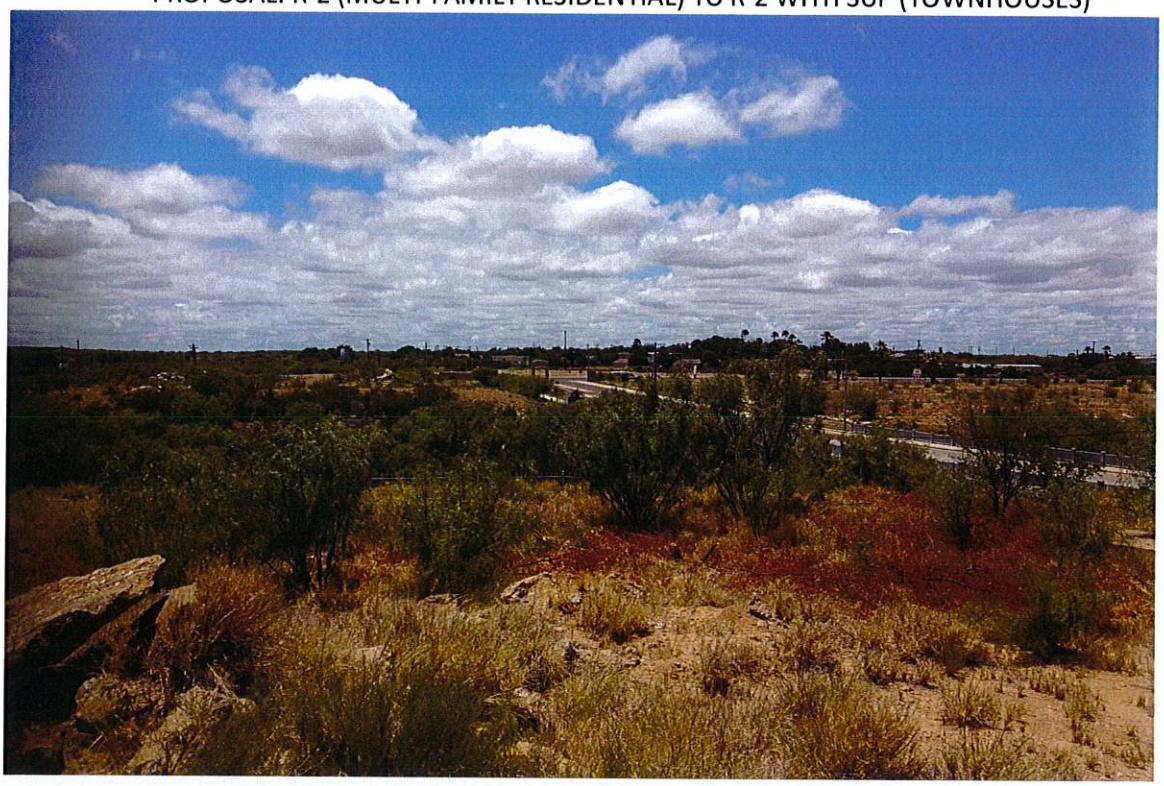
ZC-51-2014
4903 & 4917 ESCONDIDO DRIVE
PROPOSAL: R-2 (MULTI-FAMILY RESIDENTIAL) TO R-2 WITH SUP (TOWNHOUSES)

ZC-51-2014
4903 & 4917 ESCONDIDO DRIVE
PROPOSAL: R-2 (MULTI-FAMILY RESIDENTIAL) TO R-2 WITH SUP (TOWNHOUSES)

ZC-51-2014

4903 & 4917 ESCONDIDO DRIVE

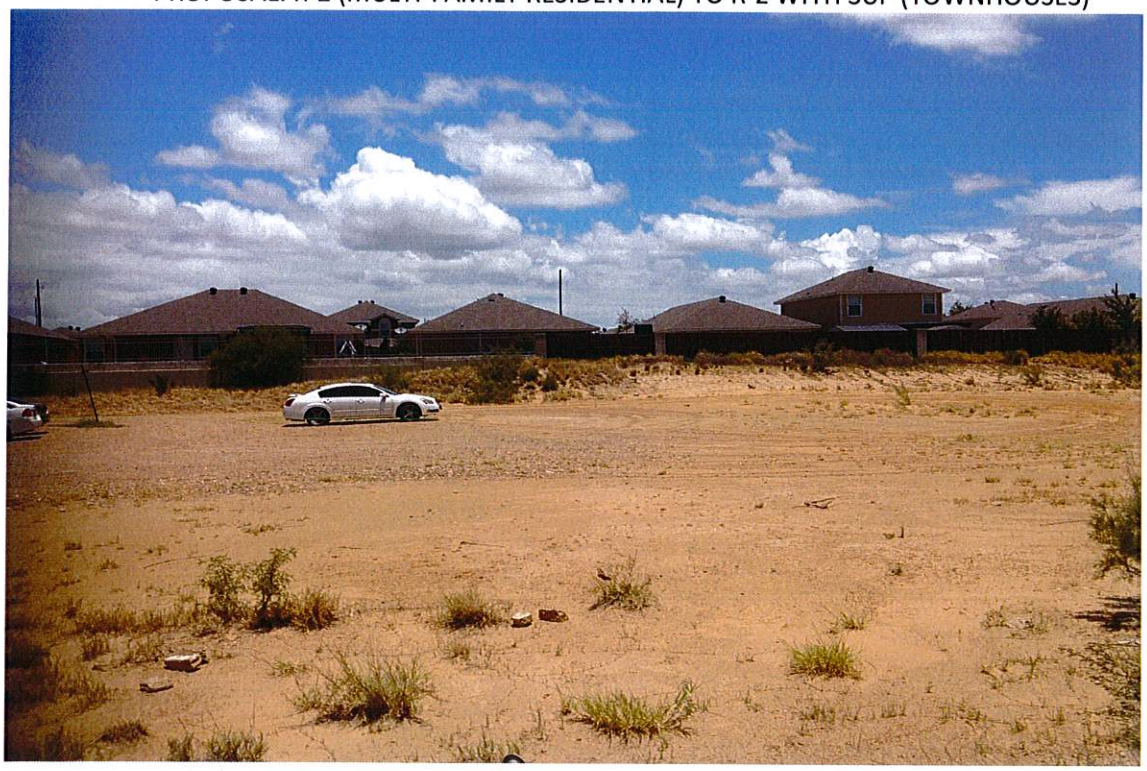
PROPOSAL: R-2 (MULTI-FAMILY RESIDENTIAL) TO R-2 WITH SUP (TOWNHOUSES)



ZC-51-2014

4903 & 4917 ESCONDIDO DRIVE

PROPOSAL: R-2 (MULTI-FAMILY RESIDENTIAL) TO R-2 WITH SUP (TOWNHOUSES)



ORDINANCE NO. 2022-O-

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AMENDING ORDINANCE 2014-O-088 AUTHORIZING A SPECIAL USE PERMIT FOR TOWNHOUSES ON LOTS 50, 51, 52 AND 53, BLOCK 1, ESCONDIDO TOWNHOMES SUBDIVISION, LOCATED AT 5619, 5701, 5703 AND 5705 MONTEVISTA DRIVE (RESPECTIVELY), IN ORDER TO REMOVE THE GARAGE REQUIREMENT AND ADJUST THE SIDE-YARD SETBACKS; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received to amend the executed Ordinance 2014-O-088 authorizing a Special Use Permit for Townhouses on Lots 50, 51, 52 and 53, Block 1, Escondido Townhomes Subdivision, located at 5619, 5701, 5703 and 5705 Montevista Drive (respectively), in order to remove the garage requirement and adjust the side-yard setbacks; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on February 16, 2022; and,

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

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

WHEREAS, the City Council has held a public hearing on March 21, 2022 and tabled the item; and,

WHEREAS, the City Council has held a public hearing on June 21, 2022, on the request and finds the Special Use Permit Amendment 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: Ordinance 2014-O-088 authorizing a Special Use Permit for Townhouses on Lots 50, 51, 52 and 53, Block 1, Escondido Townhomes Subdivision, as currently platted, located at 5619, 5701, 5703 and 5705 Montevista Drive (respectively), is amended to remove the garage requirement and adjust the side-yard setbacks.

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

1. The Special Use Permit is issued to CBA Laredo Escon, LP, and is non-transferable except to any Homeowners Association (HOA).

2. The Special Use Permit is restricted to the site plan, Exhibit "A," which is made part hereof for all purposes

3. Two parking places are required per townhouse, one of which is required to be enclosed. All parking must comply with Section 24-78 of the Laredo Land Development Code. Visitor parking must be provided as one for every four dwelling units. All parking must be contained within the lot; parking in the right-of-way is prohibited.

4. Any future garage enclosures shall be prohibited *on all lots with the exception of Lots 50, 51, 52 and 53, Block 1, Escondido Townhomes Subdivision, located at 5619, 5701, 5703 and 5705 Montevista Drive (respectively).*

5. Any common areas shall be maintained by the Homeowners Association.

6. The front yard setback for lots 3 through 25, 31 through 39, 55 through 57, and 73 through 81, being a total of 44 lots, shall be no less than 20 feet. The front yard setback for lots 2, 26 through 30, 42 through 47, 50 through 54, and 58 through 72, being a total of 32 lots, shall be no less than 15 feet.

7. *The side yard setbacks for Lots 50 and 53 will be reduced from 5 to 3 feet.*

8. The minimum lot width for each lot shall be not less than 20 feet as measured from the front property line.

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

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

Section 5: The Special Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.93.12, entitled “Enforcement and

Revocation of Special Use Permits," according to the criteria and procedures described therein and below:

1. Enforcement and Revocation of Special Use Permit Revocation

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

A. Circumstances that warrant revocation of an approved special use permit include, but shall not be limited to, any of the following:
    1. Any Violation of any of the conditions of the special use permit if not corrected to the satisfaction of the City within 90 days of the owner having received written notice of the violation and the means necessary to correct it;
    2. A plea of guilty or no-contest to an offense that that occurs on the property for which the special use permit is granted involving any zoning ordinance or provision of the City's Land Development Code;
    3. The building, premise, or land uses under the special use permit is enlarged, modified, structurally altered, or otherwise significantly changed without the approval of a separate special use permit for such enlargement, modification, structural alteration or change;
    4. Violation of any provision of the site plan encompassing the property for which the special use permit was issue for, terms or conditions of a special use permit;
    5. The special use permit was obtained by fraud or with deception.
B. Revocation process. The revocation process shall be conducted through a public hearing and recommendation by the Zoning Commission, followed by a public hearing and ordinance amendment consideration by the City Council. The City Council ma revoke the special use permit, deny the revocation and allow the sue to continue, or deny the revocation and amend the special use permit to attach conditions to assure that the terms, conditions and requirements of the special use permit be met.
C. Effect of revocation. Upon the effective date of the revocation, it shall be unlawful to undertake or perform any activity that was previously authorized by the special use permit. Any person, firm, or corporation, who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars ($2,000.00) for each offense. Each day that a violation exists shall constitute a separate offense.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2022.

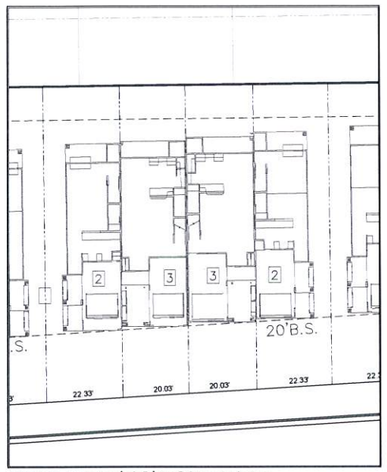
_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DAVID H. ARREDONDO
ASSISTANT CITY ATTORNEY



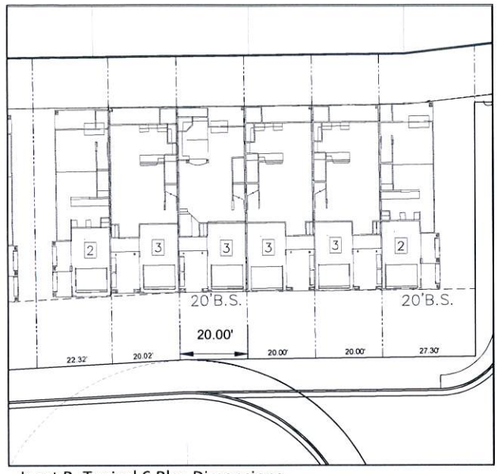
Inset A, Typical 4 Plex Dimensions
SCALE: 1" = 20'

4 Plex Parking

4 Enclosed
6 Not Enclosed
10 Total

TRUE NORTH

GRAPHIC SCALE IN FEET



Inset B, Typical 6 Plex Dimensions
SCALE: 1" = 20'

6 Plex Parking

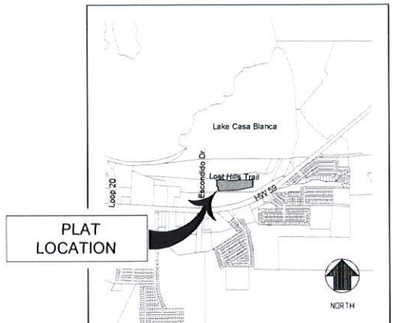
6 Enclosed
10 Not Enclosed
16 Total

TRUE NORTH

GRAPHIC SCALE IN FEET

LOT AREA TABLE

LOT	SF	AC	LOT	SF	AC	LOT	SF	AC
1	6520.62	0.1497	34	2038.74	0.0468	67	2148.22	0.0493
2	1656.89	0.0380	35	1810.35	0.0416	68	2142.91	0.0492
3	1780.56	0.0409	36	1800.42	0.0413	69	2137.60	0.0491
4	1881.36	0.0432	37	1800.36	0.0413	70	2132.66	0.0490
5	1969.08	0.0452	38	1800.36	0.0413	71	2388.68	0.0548
6	2056.81	0.0472	39	2524.78	0.0580	72	2438.20	0.0560
7	2755.74	0.0633	40	8372.79	0.1922	73	2263.02	0.0520
8	2838.33	0.0652	41	3134.79	0.0720	74	2367.66	0.0544
9	2206.66	0.0507	42	1713.17	0.0393	75	2503.64	0.0575
10	2160.12	0.0496	43	1717.52	0.0394	76	2652.05	0.0609
11	2335.98	0.0536	44	1721.88	0.0395	77	3132.25	0.0719
12	2259.05	0.0519	45	1726.24	0.0396	78	3316.98	0.0761
13	1968.01	0.0452	46	1730.59	0.0397	79	3130.02	0.0719
14	1944.39	0.0446	47	1734.95	0.0398	80	3254.62	0.0747
15	1924.18	0.0442	48	7094.33	0.1629	81	3346.94	0.0768
16	1903.97	0.0437	49	4203.00	0.0965	82	2366.32	0.0543
17	2099.10	0.0482	50	1738.46	0.0399	83	50279.35	1.1543
18	2073.97	0.0476	51	1880.07	0.0432			
19	1838.69	0.0422	52	2008.64	0.0461			
20	1818.48	0.0417	53	2347.88	0.0539			
21	2003.77	0.0460	54	2424.54	0.0557			
22	1978.64	0.0454	55	2214.41	0.0508			
23	1753.19	0.0402	56	2210.33	0.0507			
24	1732.98	0.0398	57	2458.25	0.0564			
25	1712.77	0.0393	58	2451.65	0.0563			
26	1692.56	0.0389	59	2193.17	0.0503			
27	1867.76	0.0429	60	2187.86	0.0502			
28	1877.67	0.0431	61	2433.20	0.0559			
29	1725.79	0.0396	62	2426.59	0.0557			
30	1790.03	0.0411	63	2170.70	0.0498			
31	1842.52	0.0423	64	2165.38	0.0497			
32	1860.16	0.0427	65	2408.14	0.0553			
33	2060.03	0.0473	66	2401.53	0.0551			

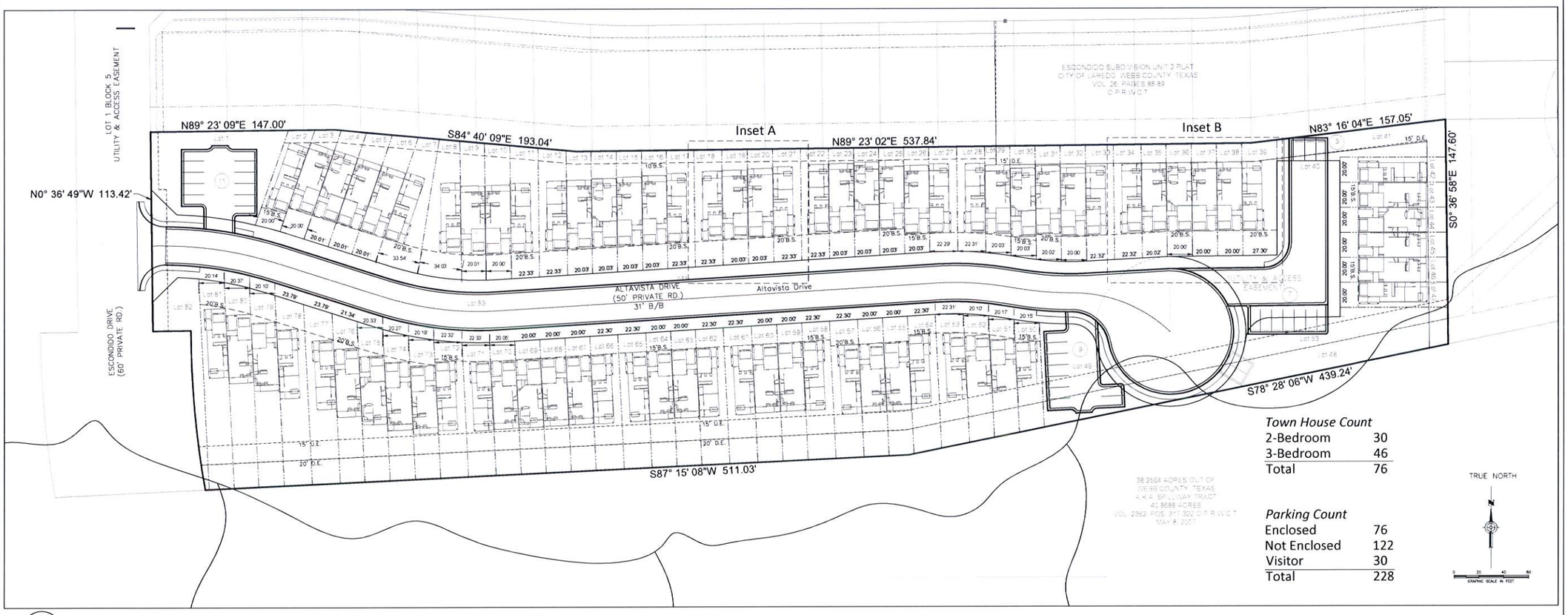


PLAT LOCATION

VICINITY MAP
SCALE: 1" = 2000'

LEGEND

	EXISTING PROPERTY LOT LINE
	EXISTING EASEMENT LINE
	EXISTING PROPERTY BOUNDARY LINE
	EXISTING FLOOD ZONE
U.E.	EXISTING UTILITY EASEMENT
D.E.	EXISTING DRAINAGE EASEMENT
B.S.	BUILDING SET BACK
	PROPOSED PROPERTY LOT LINE
SS	EXISTING SANITARY SEWER
W	EXISTING WATER LINE
SD	EXISTING STORM DRAIN
2	2 BEDROOMS
3	3 BEDROOMS



Town House Count

2-Bedroom	30
3-Bedroom	46
Total	76

Parking Count

Enclosed	76
Not Enclosed	122
Visitor	30
Total	228

TRUE NORTH

GRAPHIC SCALE IN FEET

1 SITE LAYOUT
SCALE: 1" = 40'

EXHIBIT "A" (revised)

CBA Laredo Escon, LP
1580 South Main Suite 102
Boerne, TX 78006

STATE OF TEXAS
OSCAR CASTILLO
95620
LICENSED
PROFESSIONAL ENGINEER
07/23/14

ISSUED

#	DATE	DESCRIPTION
1	06/14/2014	SPECIAL USE PERMIT
2	07/23/2014	SPECIAL USE PERMIT

petula consulting llc
Registration Number F-14954
109 E Del Mar, # 5
Laredo, Texas 78041
(210) 621-5797 tel

ALTAVISTA SUBDIVISION LAYOUT
CITY OF LAREDO, WEBB COUNTY TEXAS

SITE LAYOUT

SHEET NO.:
C1
1 of 1
JOB NO.: 2014.007

Final Reading of Ordinances 28.

City Council-Regular
Meeting Date: 07/18/2022
Initiated By: Riazul Mia, Assistant City Manager
Staff Source: Robert J. Garza, General Manager

SUBJECT

Planned and Moving

2022-O-105 Authorizing the Interim City Manager to exercise the fourth and final option to extend the lease for a five (5) year renewal option for the lease agreement by and between The City of Laredo (The "Landlord") and Greyhound Lines, Inc./Valley Transit Company Joint Venture, (The "Tenant") for a certain premise of 5,000 square feet of commercial area together with a bus parking area containing approximately 18,000 square feet located at 1301 Farragut Street, Laredo Block Number 49, Located in the Western Division, City of Laredo Webb County, Texas. The term of the lease shall commence July 1, 2022, and end June 30, 2027, with a lease agreement of $10,353.24 per month.

PREVIOUS COUNCIL ACTION

On June 21, 2022, the City Council approved Introductory Ordinance.

BACKGROUND

In 1995, proposals were requested for the operation of an intercity bus terminal at the Transit Center, located at 1301 Farragut Street. The proposal by Greyhound Lines Inc./Valley Transit Company Joint Venture, a Texas Joint Venture was the only one received. The primary lease term was for ten (10) years, commencing on July 1, 1997, through June 20, 2007, with four (4) additional five (5) year renewal option periods. The first option for renewal for five (5) years was approved with Ordinance No. 2007-O-088 on May 21, 2007. The term of the renewal was from July 01, 2007, through June 30, 2012, for the monthly rate of $9,572.16 per month. The second option of renewal for five (5) years was approved with Ordinance No. 2013-O-031 on March 18, 2013. The term of the renewal was from July 01, 2012, through June 30, 2017, for the monthly rent of $9,955.04 per month. The third option of renewal for five (5) years was approved with Ordinance No. 207-O-022 on February 6, 2017. The term of the renewal was from July 1, 2017, through June 30, 2022, for the monthly rent of $10,353.24 per month.

COMMITTEE RECOMMENDATION

n/a

STAFF RECOMMENDATION

Staff recommends approval of this Ordinance.

Fiscal Impact

Fiscal Year:	2022
Bugeted Y/N?:	Y
Source of Funds:	TRANSIT SYSTEM
Account #:	518-5450-361-1012
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Rental Revenues will be deposited into Transit Center Rent, Acct. No. 518-5450-361-1012

Attachments

Renewal Letter

Ordinance NO.2022-O-105

June 27, 2022

Via certified mail

City of Laredo
1301 Farragut Street
Laredo, TX 78040-4902

City Attorney
City of Laredo
P.O. Box 579
Laredo, X, 78042-0579

Re: Lease Agreement dated June 6, 1997, by and between The Mass Transit Board for the City of Laredo (the "Landlord") and Greyhound Lines, Inc. / Valley Transit Company Joint Venture, a Texas joint venture (the "Tenant") for certain premises located at 1300 Farragut Street in the City of Laredo, TX

NOTICE OF EXERCISE OF OPTION TO RENEW THE LEASE

To Whom It May Concern:

In accordance with Section 2.02 of the Lease, this serves as Greyhound's notice to Lessor that Greyhound is exercising its option to renew the Lease for an additional five (5) year period, commencing July 1, 2022, and expiring June 30, 2027 (the "Extension Period"), excepting the rent shall be $10,353.24 per month for renewal period.

If you have any questions, please contact Ed Weatherford, Real Estate Manager, at 214-849-8389 or via e-mail at ed.weatherford@greyhound.com.

Sincerely,

Rey Nunez,
Sr. Director of Real Estate

cc: Ed Weatherford, Real Estate Manager

ORDINANCE NO. 2022-O-105

AUTHORIZING THE INTERIM CITY MANAGER TO EXERCISE THE FOURTH AND FINAL OPTION TO EXTEND THE LEASE FOR A FIVE YEAR RENEWAL OPTION FOR THE LEASE AGREEMENT BY AND BETWEEN THE CITY OF LAREDO (THE "LANDLORD") AND GREYHOUND LINES, INC. / VALLEY TRANSIT COMPANY JOINT VENTURE, (THE "TENANT") FOR A CERTAIN PREMISE OF 5,000 SQUARE FEET OF COMMERCIAL AREA TOGETHER WITH A BUS PARKING AREA CONTAINING APPROXIMATELY 18,000 SQUARE FEET LOCATED AT 1301 FARRAGUT STREET, LAREDO BLOCK NUMBER 49, LOCATED IN THE WESTERN DIVISION, CITY OF LAREDO, WEBB COUNTY, TEXAS. THE TERM OF THE LEASE SHALL COMMENCE JULY 1, 2022, AND END JUNE 30, 2027, WITH A LEASE AGREEMENT OF $10,353.24 PER MONTH.

WHEREAS, the first option to renew for five (5) years, was last approved with Ordinance No. 2007-O-088 on May 21, 2007. The term of the renewal was from July 01, 2007 through June 30, 2012, for the monthly rent of $9,572.16 per month; and

WHEREAS, the second option to renew for five (5) years, was last approved with Ordinance No. 2013-O-031 on March 18, 2013. The term of the renewal was from July 01, 2012 through June 30, 2017, for the monthly rent of $9,955.04 per month; and

WHEREAS, the third option to renew for five (5) years, was last approved with Ordinance No. 2017-O-022 on February 6, 2017. The term of the renewal was from July 1, 2017 through June 30, 2022, for the monthly rent of $10,353.24 per month; and

WHEREAS, Greyhound Lines Inc. / Valley Transit Company Joint Venture, a Texas Joint Venture (the "Tenant"), has expressed interest to exercise the third, five year renewal option for the lease agreement pertaining to 1301 Farragut Street, Block Number 49, located in the Western Division City of Laredo, Webb County, Texas.

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

Section 1. It hereby authorizes the Interim City Manager to exercise the fourth and final option to extend the lease for a five year renewal option for the lease agreement by and between the City of Laredo (the "Landlord") and Greyhound Lines, Inc./Valley Transit Company Joint Venture, (the "Tenant") for a certain premise of 5,000 square feet of commercial area together with a bus parking area containing approximately 18,000 square feet, located at 1301 Farragut Street, Laredo Block Number 49, located in the Western Division, City of Laredo, Webb County, Texas. The term of the

lease shall commence July 1, 2022, and end June 30, 2027, with a lease agreement of $10,353.24 per month.

Section 2. This ordinance shall become effective upon the passage hereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2022.

_____
PETE SAENZ
MAYOR

ATTEST:

_____

INTERIM CITY MANAGER
KEITH SELMAN

_____
JOSE VALDEZ JR.
CITY SECRETARY

APPROVED AS TO FORM:

BY: _____
ANA SOPHIA GARCIA
ASSISTANT CITY ATTORNEY

Final Reading of Ordinances 29.

City Council-Regular

Meeting Date: 07/18/2022

Initiated By: Samuel K. Selman, Interim City Manager

Initiated By: Samuel Keith Selman, Interim City Manager

Staff Source: Gilberto Sanchez Jr., Interim Airport Director

SUBJECT

Prosperous and Affordable

2022-O-106 Authorizing the Interim City Manager to execute a lease agreement between the City of Laredo, as Lessor, and B & B Communications Ltd., Lessee, for building No. 962 consisting of approximately 5,672 square feet of building space and parking lot located at 1816 Pappas Street at the Laredo International Airport. The lease term shall be for fifteen (15) years commencing on October 1, 2022, and ending on September 30, 2037, with one (1) five-year option to extend ending on September 30, 2042. The monthly rent shall be $1,492.85 and will be adjusted annually according to changes in the Consumer Price Index (CPI).

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

B & B Communication is a current tenant in good standing. LESSEE is currently leasing building No. 962 consisting of approximately 5,672 square feet of building space and parking lot located at 1816 Pappas Street at the Laredo International Airport. The leased premises is being used for the purpose of administration/maintenance and repair shop for communication systems.

The initial lease was for seventeen (17) years. In October, 2021, B&B Communication expressed interest in continuing the lease agreement in building No. 962 located on 1816 Pappas Street for one (1) year commencing on October 1, 2021 with two (2) one-year options to extend ending in September 30, 2023 and September 30, 2024. City Council approved this lease agreement on November 1, 2021.

In 2022, B&B Communication approached the Laredo International Airport with a proposal to remodel Building No. 962. Their proposal includes entering into a fifteen

year lease agreement with one option to extend for five (5) years. They have proposed to remodel the building in five (5) phases, with an investment of $302,210.05. They propose to amortize the investment project over an 8-year period by allocating 70% of the monthly rent to pay the full cost of the investment, and the remaining 30% to pay for the rent of the building.

COMMITTEE RECOMMENDATION

Airport Advisory Board recommends the approval of this ordinance.

STAFF RECOMMENDATION

Staff recommends the approval of this ordinance.

Fiscal Impact

Fiscal Year:	2022
Bugeted Y/N?:	
Source of Funds:	Building Rent
Account #:	242-0000-361-1060
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

242-0000-361-1060
Rent: $1,492.85 monthly

Attachments

Lease Agreement
Ordinance No. 2022-O-106

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)(

This agreement made and entered into by and between the City of Laredo, a municipal corporation (hereinafter called "LESSOR"), and B & B Communications Ltd., a limited partnership organized under the Texas Revised Limited Partnership Act (hereinafter called "LESSEE").

W I T N E S S E T H

WHEREAS, the LESSOR currently owns and operates the land premises known as the Laredo International Airport (hereinafter called "Airport"), located in Laredo, Webb County, Texas, and;

WHEREAS, the LESSOR deems it advantageous to itself and to its operation of the Airport area to lease to LESSEE certain rights, privileges and uses herein as necessary to conduct its business as hereinafter set forth;

NOW, THEREFORE, LESSOR and LESSEE for and in consideration of the covenants and mutual agreements hereinafter contained, do hereby covenant and agree as follows:

ARTICLE I
PREMISES, TERMS, AND PRIVILEGES

DEFINITIONS:

"Laredo International Airport" or "Airport": That certain area administered by LESSOR pursuant to Indenture from the United States of America to the City of Laredo, dated February 21, 1975, and consisting of all the area bounded by Saunders Avenue to the South, McPherson Avenue to the West, Lake Casa Blanca to the East and undeveloped land to the North, and being more particularly described in that certain Deed of Indenture filed in Volume 478 at page 471 of the Deed of Records of Webb County, Texas.

"LESSOR": The City of Laredo, by and through its duly constituted agent, the Airport Director, shall be considered the LESSOR for all purposes of this lease.

"PREMISES": Includes the property and building subject to the lease.

"STRUCTURE" or "STRUCTURAL": Includes, but is not limited to, the foundation, load bearing walls, joists, rafters, load bearing surfaces, water pipes, drainage pipes, and air conditioning ducts.

1.01 **LEASED AREA**:

The LESSOR does hereby lease approximately 5,672 square feet constituting Building No. 962, located at 1816 Pappas Street, Laredo, Webb County, Texas situated on Block 8, of the subdivision plat of Laredo Airport according to the map or plat thereof recorded in Volume 5, Page 1, plat records of Webb County, Texas. The property on which the building is situated is more particularly described by metes and bounds and depicted on "Exhibit A" attached hereto and incorporated herein, all hereinafter referred to as the leased area, all within the Laredo International Airport, and LESSEE hereby leases the said leased area from LESSOR.

1.02 **TERM**:

This lease is to be for a term of fifteen (15) years commencing on October 1, 2022 and ending on September 30, 2037.

OPTION TO EXTEND:

LESSEE is hereby granted an option to extend this lease for one (1) five-year option, until September 30, 2042 with the option to be exercised by letter in writing delivered to and received by the LESSOR at its Airport Director's Office, at least sixty (60) days before the end of the previous term. Extension shall be upon the terms and conditions of this agreement

This lease agreement and any extensions are subject to City Council approval. LESSOR at the discretion of the Laredo City Council may void the lease if this agreement is executed prior to City Council approval. If City Council does not approve of this lease agreement, the LESSEE will not seek recourse against the LESSOR.

1.03 **RENTAL OBLIGATION**:

Subject to annual review for rent escalation, LESSEE herein agrees to pay to LESSOR monthly, in advance, the sum of Four Thousand Nine Hundred Seventy Six and Eighteen cents ($4,976.18) base rent for each month, during the initial term of this lease and any extension thereto.

LESSOR herein agrees to abate LESSEE's rental obligation for the first eight (8) years of the term of this lease by 70% in an effort to amortize the investment lessee is investing on the property. Rent shall be One Thousand Four Hundred Ninety-Two Dollars and Eighty-Six Cents (1,492.85), commencing on _____,2022 and ending on _____, 2030.

Monthly rentals shall be paid in advance on or before the first (1st) day of each month, the first of such monthly rental payments (or proportionate part thereof, should

the lease be effective on a day other than the first day of the month) being due on the effective date of this lease.

The basic rent and such additional charges as accrued shall be paid by the first (1st) day of each month without notice, demand, counterclaim, setoff, deduction or defense, and without abatement, suspension, deferment or diminution or reduction by reason thereof, and, except as otherwise provided in this agreement, the obligations and liabilities of the LESSEE shall not be affected by any circumstances or occurrences, including but not limited to:

(a) Any damages to or destruction of the premises or any part thereof;

(b) Any restriction or prevention of or interference with any use of the leased property or any part thereof;

(c) Any claim LESSEE has or might have against LESSOR;

(d) Notice of termination of leasehold, whether by LESSOR or LESSEE.

1.04 **RENTAL ESCALATION**:

A. LESSEE agrees to pay to LESSOR, an annual rental sum of legal money of the United States of America, said annual rental to be paid for and during each and every year of the original term of this lease and of any extension hereof. Each such annual rental amount shall be paid by LESSEE to LESSOR, in twelve (12) equal and consecutive monthly installments, each such monthly installment to be due and payable on the first (1st) day of each calendar month.

B. For each annual period of the initial term after the first year of the initial term, and for each annual period or part thereof that this lease is hereafter extended by the parties, pursuant to the provisions of this lease, rent shall be adjusted annually on the anniversary date of this lease, (except during the tenth (10th) anniversary when the rent will be adjusted according to paragraph B of section 1.04) by an amount which is equivalent to the percent change in the Consumer Price Index (CPI) of the preceding calendar year's (January-December) average, specifically defined as the Consumer Price Index (U. S. Average, All Urban Consumers, All Items) 1967=100 Base as compiled by the Bureau of Labor Statistics. This means that at the anniversary date of this lease, which is October 1, 2023, and annually thereafter, the rent will be adjusted on the percent change in the CPI of the preceding calendar year (January-December) or Four Percent (4%), whichever is less. Should the percent change in the Consumer Price Index be less than zero, then in such event, the rental obligation shall not be adjusted and the previous annual rental shall continue for the next twelve (12) month period.

If publication of the Consumer Price Index shall be discontinued, the parties hereto shall thereafter accept the comparable statistics on the cost of living for the City of Laredo, Texas, as they shall be computed and published by an agency of the United

States or by the State of Texas or by a responsible financial periodical of recognized authority, then to be selected by the parties hereto.

Each annual sum calculated in the preceding paragraph shall be payable in twelve (12) equal monthly installments and each installment shall be due and payable on or before the first day of each calendar month.

1.05 **UTILITIES**:

LESSEE shall provide and pay or cause to be paid all charges for water, heat, gas, electricity, sewers, and any and all other utilities used on the premises throughout the term of this lease, including any connection fees.

1.06 **TAXES**:

LESSEE agrees to pay and discharge promptly, before delinquency, any and all taxes, impositions and government charges of any kind whatsoever that may be lawfully assessed against the LESSEE or the LESSOR, with respect to the leased premises or any improvement, personal property, tools, equipment, furniture, fixtures or inventory thereon, during the term of this Lease including any extensions or option periods granted thereto and LESSEE agrees to pay for all the costs and expenses of contesting any such taxes.

The LESSEE in good faith may contest any tax or governmental charge by means provided by law; provided that the LESSEE may not permit such tax or governmental charge to remain unpaid during the period of such contest and any appeal therefrom unless, in the opinion of counsel satisfactory to LESSOR, such action will not adversely affect any right or interest of the LESSOR.

1.07 **USE AND USE CONFLICT**:

The leased area is to be used and occupied solely for the purpose of administration/maintenance and repair shop for communication systems and no other use of the leased area is permitted.

Neither the leased premises nor any portion thereof shall be assigned, hypothecated or mortgaged by LESSEE, and any attempted assignment, hypothecation or mortgaging of this lease shall be of no force or effect, and shall confer no rights upon any assignee, mortgagee or pledgee, but shall constitute a material breach of this contract by LESSEE.

Notwithstanding anything to the contrary, LESSEE may sublet a portion of the leased premises for the same use and purpose so long as LESSEE receives prior written approval from LESSOR.

In the event that LESSEE shall become incompetent, bankrupt or insolvent, or be dissolved, or should a guardian, trustee or receiver be appointed to administer LESSEE'S

business or affairs, neither this lease nor any interest herein shall become an asset of the guardian, trustee or receiver, and this lease shall immediately terminate and end.

1.08 **LATE CHARGE**:

Should LESSEE fail to pay when due any installment of rental, or any other sum payable to the LESSOR under the terms of this Lease, then interest at the maximum legal rate then payable by LESSEE in the State of Texas shall accrue from and after the date on which any such sum shall be due and payable, and such interest shall be paid by LESSEE to LESSOR at the time of payment of the sum upon which such interest shall have accrued and acceptance of such late payment and late fee shall not be a waiver of any of the provisions or rights provided by this contract.

1.09 **LESSOR'S WARRANTY OF QUIET ENJOYMENT**:

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

1.10 **WARRANTY OF TITLE**:

LESSOR hereby represents and warrants that it is the owner in fee simple absolute of the leased premises, subject to any covenants, conditions, restrictions, easements, and other matters of record.

ARTICLE II

INDEMNITY, REPAIRS, ALTERATIONS AND INSURANCE

2.01 **INDEMNITY AND NONCLAIM:**

LESSEE HEREBY DECLARES ITSELF FULLY FAMILIAR WITH THE PHYSICAL CONDITION OF THE LEASED PREMISES AND THE IMPROVEMENTS, FIXTURES AND EQUIPMENT LEASED HEREIN, AND DECLARES THAT SAID PREMISES WERE IN GOOD CONDITION WHEN POSSESSION OF SAME WAS ACCEPTED AND THAT THERE WERE NO LATENT DEFECTS IN THE FACILITIES AS THOSE FACILITIES ARE DEEMED VITAL TO THE USE OF THE PREMISES FOR THEIR INTENDED COMMERCIAL PURPOSE.

LESSEE FOR ITSELF, ITS AGENTS, EMPLOYEES, SERVANTS, SUCCESSORS AND ASSIGNS PROMISES TO HOLD HARMLESS AND INDEMNIFY LESSOR FROM AND AGAINST ANY AND ALL CLAIMS BY OR ON BEHALF OF ANY PERSON, WHETHER LEGAL OR EQUITABLE, INCLUDING GOVERNMENTAL BODIES, ARISING FROM THE CONDUCT OR MANAGEMENT OF OR FROM ANY WORK OR THING DONE AND FROM ANY

CONDITIONS OF THE LEASED BUILDINGS OR OTHER STRUCTURES, SIDEWALKS, DRIVEWAYS, OR PARKING AREAS AND FACILITIES ON THE LEASED PREMISES OR ANY STREET, CURB, OR SIDEWALK ADJOINING THEREON, AND FROM ALL COSTS, ATTORNEY'S FEES, WITNESS FEES, EXPENSES AND LIABILITIES INCURRED IN OR ABOUT ANY SUCH CLAIM OR ACTION OR PROCEEDING BROUGHT THEREON; EXCEPT ANY AND ALL ACTIONS OR PROCEEDINGS ARISING OUT OF THE SOLE NEGLIGENCE OR WILLFUL ACT OF LESSOR, ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES FROM WHICH LESSOR SHALL INDEMNIFY AND HOLD LESSEE HARMLESS; AND IN THE EVENT THAT ANY ACTION OR PROCEEDING BROUGHT AGAINST THE LESSOR BY REASON OF SUCH CLAIM, THE LESSEE UPON NOTICE FROM THE LESSOR COVENANTS TO RESIST AND DEFEND SUCH ACTIONS OR PROCEEDINGS.

LESSEE AGREES FOR ITSELF, ITS AGENTS, SERVANTS, EMPLOYEES, INVITEES, SUCCESSORS AND ASSIGNS THAT IT WILL NOT BRING SUIT AGAINST THE LESSOR OR ASSIGN ANY CAUSE OF ACTION RESULTING FROM ACCIDENT, FIRE, NOISE, OR DISTURBANCE FROM THE OPERATION, MAINTENANCE, ACCIDENT, CRASH, OR CRASH LANDING OF ANY AIRPLANE IN THE LAREDO INTERNATIONAL AIRPORT AREA OR IN THE VICINITY OF THE LAREDO INTERNATIONAL AIRPORT, OR DURING ANY OPERATION OF AIRCRAFT OVER THE PREMISES, EXCEPT ANY SUCH CAUSE OF ACTION ARISING OUT OF THE NEGLIGENCE OR WILLFUL ACT OF LESSOR, ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES.

LESSEE ALSO HOLDS LESSOR BLAMELESS FOR ANY DAMAGE TO OR DESTRUCTION OF LESSEE'S PROPERTY LOCATED ON LEASED PREMISES, INCLUDING THAT CAUSED BY NATURAL OCCURRENCE, OR ANY OTHER CAUSE WHATSOEVER, UNLESS CAUSED BY LESSOR'S EMPLOYEES, AGENTS, OR REPRESENTATIVES, WHILE SAID EMPLOYEES, AGENTS OR REPRESENTATIVES ARE ACTING IN THE COURSE OR SCOPE OF THEIR DUTIES FOR THE LESSOR.

2.02 **LESSEE'S DUTY TO REPAIR**:

LESSEE shall, throughout the term of this lease, take good care of the leased area and the fixtures and appurtenances therein and at its sole cost and expense make all repairs, structural or non-structural, thereto as and when needed to preserve them in good working order and condition. In this regard, LESSEE is responsible for the maintenance and repair at LESSEE'S sole cost and expense of all windows, doors, plumbing, electrical, light fixtures, plumbing fixtures, air conditioning system, painting of interior and exterior walls when needed, floor covering and other non-structural repairs. As well as structural repairs including the roof, walls, whether interior or exterior, foundation and any other structural component of the building. Necessary modifications to the demised premises to comply with the Americans with Disabilities Act will be the responsibility of the LESSEE.

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

2.03 **ALTERATIONS**:

LESSEE is granted the right to make alterations to the leased area other than structural alterations or repairs at LESSEE'S sole cost and expense subject to the following terms and conditions.

(a) LESSEE must first obtain the written consent of LESSOR. LESSOR reserves the right to reject any proposed extension, repair or alteration, any particular contractor or each and every subcontractor, or the complete project.

(b) Ultimate title to an alteration properly consented to by LESSOR will rest with LESSOR immediately upon completion and will remain in LESSOR'S possession at termination of LESSEE'S tenancy.

(c) Trade fixtures, movable furniture, and other service equipment of LESSEE peculiar to LESSEE'S business are not to be included in alterations, and must be removed by LESSEE, upon termination of lease, provided LESSEE is not in default of lease obligations.

LESSOR reserves the right to demand that LESSEE restore the premises to reasonably the same condition and state as the premises were found prior to making such alterations, in a manner acceptable to LESSOR, and to demand that LESSEE pay all costs of such restoration upon termination of lease.

LESSEE further agrees that any damages as may be caused by the installation or removal of trade fixtures discussed in condition (c), will bind LESSEE to repair said damage expeditiously at LESSEE'S sole expense upon written notice by LESSOR.

2.04 **INSURANCE**:

LESSEE 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.

1. Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, 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.

2. Contractor hereby represents that it does not have employees. Contractor shall provide proof that its subcontractors carry Workers Compensation insurance at statutory limits, including Employer's Liability coverage with minimum limits of $1,000,000 each-occurrence, $1,000,000 for each occurrence for claims caused by disease and $1,000,000 aggregate for claims by disease.

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.

4. 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.

5. 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.

6. With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

    a. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.

    b. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.

    c. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.

    d. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.

    e. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.

f. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

g. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

h. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.

i. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

7. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

a. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.

b. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

8. Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

ARTICLE III
DEFAULT, HOLDING OVER AND ABANDONMENT

3.01 **LESSEE'S DEFAULT**:

It is covenanted and agreed to by both parties that in the event that:

(1) LESSEE should fail to timely pay the full amount of rent and fees provided for herein; or

(2) LESSEE defaults in the performance of any of the covenants, conditions, or agreements provided for herein to be kept and performed by LESSEE, including, but not limited to, the provisions for carrying Public Liability Insurance; or

(3) LESSEE permits the leased premises to be used for any unauthorized or unlawful business or purpose; or

(4) LESSEE assigns or otherwise transfers this lease; or

(5) LESSEE files a voluntary petition of bankruptcy to make a general assignment for the benefit of creditors; or

(6) LESSEE abandons the premises or leaves the premises vacant or unoccupied for thirty (30) consecutive days;

Then, and in any event, the LESSOR may, at its option and without waiving any other rights that LESSOR has under this contract, at any time after such default, give notice of this specific default or failure of performance and demand immediate correction of such default or failure of performance by the LESSEE. In the event that LESSEE fails to remedy the default or to correct the failure of performance within thirty (30) days after service of such written notice, the LESSOR shall have the right to:

(a) Terminate the lease and re-enter the leased premises and remove all persons and any all personal property therefrom and LESSEE hereby agrees to surrender the premises to LESSOR, without waiving LESSOR'S right to past and future rents due hereunder. In such event, LESSOR may re-let the premises to other prospective LESSEES for the remainder of the term of this lease, and LESSEE shall be liable for any loss to LESSOR incurred in such re-letting for the terms of this lease, including but not limited to, rent, attorney's fees, if any; and/or

(b) Remedy the default and deduct the expenses incurred in remedying such default from the security deposit held by LESSOR pursuant to the terms of this lease.

Notwithstanding any provision as to notice in this lease contained, if in the LESSOR'S reasonable judgment the continuation of any default by the LESSEE for the full period of the notice otherwise provided for herein will jeopardize the leased area or the rights of LESSOR, the LESSOR may, without notice, elect to perform those acts in respect to which LESSEE is in default, at LESSEE'S sole cost and expense, and LESSEE shall thereupon reimburse the LESSOR within ten (10) days of written request by LESSOR to LESSEE for such reimbursement. Failure of the LESSEE to reimburse in these circumstances shall mean that the LESSOR has the immediate right to terminate this lease.

3.02 **RIGHTS ON DEFAULT:**

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

LESSOR IS HEREBY GRANTED AN EXPRESS CONTRACTUAL LESSOR'S LIEN ON THE ABOVE GOODS, ALL OR ANY EXEMPTION BEING

HEREBY WAIVED BY LESSEE, BUT WITHOUT LIMITING LESSEE'S RIGHT TO SELL, EXCHANGE OR REPLACE SUCH GOODS FROM TIME TO TIME IN THE ORDER OR COURSE OF BUSINESS OR TRADE.

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

3.03 **ATTORNEY'S FEES:**

In case LESSEE defaults in the performance of any of the terms, covenants, agreements or conditions contained in this lease and LESSOR places the enforcement of the terms of this lease, or any part thereof, or the collection of any rent due, or to become due hereunder, or recovery or possession of leased premises, in the hands of an attorney, or files suit upon same, LESSEE agrees to pay LESSOR reasonable attorney's fees and payment of same shall be secured in a like manner as herein provided as to lien for rent due.

3.04 **HOLDING OVER:**

Staying over past the term of this lease will constitute the LESSEE, upon acceptance of rental payment by LESSOR, a month-to-month tenant, at a revised rental rate of one and one half (1.5) times the rate prior to holding over. All CPI rental adjustments occurring during such hold over tenancy shall be in effect based on the revised rental rate.

3.05 **ABANDONMENT:**

If the leased area is abandoned or vacated by LESSEE, for a period exceeding thirty (30) calendar days, LESSOR shall advertise and re-let the premises for the remainder of the term of this lease. Notwithstanding any other provision herein, if rent received including charges, does not equal rent and charges agreed to herein by LESSEE, LESSEE shall remain liable and herein agrees to pay and satisfy all deficiencies and all reasonable expenses incurred in reletting and repair of any damages.

3.06 **LESSOR'S REPRESENTATION AND WAIVER:**

Any representations by LESSOR regarding LESSEE'S leasehold interest are embodied in this writing.

The waiver by LESSOR to LESSEE of performance of any provision of this agreement shall not amount to a future waiver of strict performance of such provision or any other provision of this agreement. Any waiver of this lease agreement shall be in writing and approved by the LESSOR.

3.07 **ANTI-DISCRIMINATION CLAUSES MANDATED BY FEDERAL GOVERNMENT**:

(a) TITLE VI OF THE CIVIL RIGHTS ACT OF 1964: The LESSEE for itself, its agents, servants, employees, successors and assigns, as a part of the consideration hereof, does hereby covenant and agrees to a covenant running with land that:

1. No person on the grounds of race, color or national origin shall be excluded from participating in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;

2. That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination;

3. That the LESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended;

4. That in the event of breach of any of the preceding nondiscrimination covenants, LESSOR shall have the right to take such action, anything to the contrary herein notwithstanding as the United States may direct to enforce this nondiscrimination covenant.

(b) That the LESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(c) That in the event of breach of any of the preceding nondiscrimination covenants, the LESSOR shall have the right to terminate the license, lease, permit, etc., and hold the same as if said lease had never been made and issued.

ARTICLE IV
MISCELLANEOUS

4.01 **NON-EXCLUSIVE USE:**

It is understood that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right unless specifically identified herein.

4.02 **TRAILERS, ABANDONED VEHICLES EXPRESSLY PROHIBITED:**

Towed vehicles, or motor vehicles not currently licensed and actively used are not to be permitted onto the premises or any common parking area within the Laredo International Airport. Under this provision, vehicles, RV trailers, travel homes, and mobile homes, wrecked or abandoned vehicles, must be removed at LESSEE'S expense, and failure to do so will constitute a breach of this lease.

4.03 **CAPTIONS:**

Articles and headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provision hereof, nor are they meant to bind the LESSOR or LESSEE to the meaning of such heading.

4.04 **CONSTRUED PURSUANT TO TEXAS LAW:**

This agreement shall be construed under and in accordance with the laws of the State of Texas, and performed in Webb County, Texas.

4.05 **RE-ENTRY:**

No re-entry, repossession, operations, or reletting of the premises or of fixtures and equipment shall be construed as an election by LESSOR to terminate this lease unless a written notice of such intention to terminate is given by LESSOR to LESSEE and notwithstanding any such operation or reletting without terminating this lease, LESSOR may at any time thereafter elect to terminate this lease.

4.06 **NON-EXCLUSIVE USE OF PARKING AREA:**

LESSEE, its employees, agents, clients, and guests shall have reasonable use of designated parking areas immediately adjacent to the leased premises and within the Laredo International Airport, subject to the rights of LESSOR to change such designation and to impose reasonable rules and regulations for such areas.

4.07 **BINDING AGREEMENT:**

Subject to the provisions herein, all agreements, terms, obligations, covenants, and conditions of this lease shall be binding upon and inure to the benefit of the parties hereto and their respective employees, agents, servants, legal representatives, successors, and assigns unless otherwise prohibited or otherwise noted in this instrument.

4.08 **NOTICES:**

Any notices which are required hereunder, or which either LESSOR or LESSEE may desire to serve upon the other shall be in writing and shall be deemed served when deposited in the United States mail, postage prepaid, return receipt requested, addressed to LESSEE as follows:

B&B Communications.
Attn: Jorge Boardman
1816 Pappas Street
Laredo, Texas 78041

and to LESSOR: Office of the Airport Director
Laredo International Airport
5210 Bob Bullock Loop
Laredo, Texas 78041

4.09 **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:**

Further, LESSEE, will keep and maintain the leased area in a clean and healthful condition and comply with the laws, ordinances, orders, rules and regulations (State, Federal, Municipal and other agencies or bodies having any jurisdiction hereof) with reference to use, conditions, or occupancy of the leased area.

4.10 **OUTSIDE STORAGE PROHIBITED:**

Storage of vehicles, equipment, supplies, or any other items outside of the leased building(s) is prohibited, unless the storage area is fenced and approved by the LESSOR.

4.11 **FIRE CLAUSE:**

Should the leased area be destroyed by fire or casualty to the extent that it is no longer reasonably appropriate for LESSEE'S use and occupancy of said premises, LESSEE shall have the option of cancelling this lease upon written notice to LESSOR within thirty (30) days of the date the premises are rendered untenantable or restoring said leased area in a reasonable, sufficient, and timely manner at LESSEE'S sole cost and expense, in which case this lease shall continue in accordance with all of its terms and conditions. Failure of LESSEE to give notice of cancellation within said thirty (30) day period shall mean that the LESSEE exercises its option to continue the lease in force and effect. Rental during the period that the premises are being restored hereunder shall be abated.

4.12 **AREA SURROUNDING BUILDING:**

In addition to LESSEE'S obligations to maintain the building herein leased, LESSEE agrees to maintain in a safe, clean, well-kept and orderly condition the immediate area surrounding said building, and as shown on the attached Exhibit A-1 to include the right-of-way areas up to the street curb bounded by North Bartlett Avenue to the west. It is agreed in this connection that the LESSEE shall keep said area free from litter or other unsightly trash, or refuse, will keep the grass cut, the weeds controlled, will

water the lawn and trees when needed and will maintain the outside of the building and said area in a neat and orderly fashion.

LESSOR reserves the right to maintain or have maintained the building(s) and/or grounds associated with the lease agreement for environmental and/or public health reasons. LESSEE agrees to promptly reimburse LESSOR for all expenses incurred in the maintenance of building(s) and/or grounds, within ten (10) days of receipt of statement. Failure to do so will constitute breach of contract and LESSEE will be in default of the lease agreement.

4.13 GARBAGE STORAGE AND DISPOSAL:

LESSEE agrees to store all accumulated garbage in a neat and clean manner, as an essential element of its responsibilities for neatness of the premises, LESSEE herein also agrees that garbage carrying and disposal is its sole responsibility, and agrees to comply with all rules and ordinances of the City and State regarding its storage and disposal.

4.14 IMPROVEMENTS VESTED IN LESSOR:

The parties agree that the obligation and promise of LESSEE, as expressed herein, to make repairs and improvements and maintain the leased premises is a part of the total consideration for this lease agreement. Therefore, all right, title, and interest in and to said repairs or improvements shall at all times herein be vested in LESSOR, subject only to the right of LESSEE to the use and possession of said building and improvements during this lease term plus any extensions hereof as provided in said lease so long as LESSEE is not in default or any of the terms of this agreement. It shall be the obligation of LESSEE to maintain and repair the said leased area and improvements during the term of this lease or any extension thereof. Upon termination, interest in and to the said repairs or improvements shall remain vested in LESSOR, and LESSEE shall not have any further rights therein nor be entitled to any reimbursement by reason of LESSEE'S maintenance, improvements, repair or use of said leased area.

4.15 SUBORDINATION OF LEASE:

This lease shall be subordinated to the provisions of any existing or future agreement between LESSOR and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal Funds for the development of the Airport.

It is expressly understood and agreed that this lease is subject to and subordinate to and controlled by provisions, stipulations, covenants and agreements contained in those certain contracts, agreements, resolutions and actions of the City of Laredo, Texas, constituting agreements between the City and United States of America and its agents including but not limited, to the Federal Aviation Administration (FAA) and all

regulations now and hereafter imposed upon the City and that the LESSOR shall not be liable to LESSEE on account of any of the foregoing matters and all of such contracts, agreements, resolutions and regulations are incorporated herein by reference, and if any provision of this lease is determined to be a variance with same, such provision is unilaterally reformable at LESSOR'S option.

The parties agree that as of the date of execution of this contract there exists no provisions, stipulations, covenants, or agreements which would prohibit LESSEE from using the leased premises for the purpose set forth in Paragraph 1.07, entitled "Use and Use Conflict" in this agreement.

4.16 **NATIONAL EMERGENCY:**

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

4.17 **AIRPORT HAZARD**:

The LESSEE and its agents, servants, employees, successors and assigns, will not make or permit any use of the property which would interfere with landing or taking off of aircraft at the Airport, or otherwise constitute an airport hazard. This includes such items as electrical or electronic equipment, creation of smoke or dust or glaring or misleading lights.

4.18 **NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION:**

The LESSEE and its successors and assigns will complete an FAA Form 7460-1, "Notice of Proposed Construction or Alteration", and receive a favorable determination from FAA prior to any construction on the property.

4.19 **AERIAL APPROACHES**:

LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent LESSEE from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the opinion of the LESSOR, would limit the usefulness of the Airport or constitute a hazard to aircraft.

4.20 **TIME OF ESSENCE:**

Time is of the essence in this agreement.

4.21 **PREMISES LEASED "AS IS":**

Premises are leased **AS IS** and there is no expressed or implied warranty on the condition or suitability of the building.

4.22 **PROVISIONS:**

Any provision in this Lease which proves to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and the remainder of this Lease shall remain in full force and effect.

4.23 **AGREEMENT:**

This Agreement consists of Article I through IV and Exhibit A. It constitutes the entire Agreement of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by the LESSOR and LESSEE. LESSEE agrees that no representations or grant of rights or privileges shall be binding upon the LESSOR unless expressed in writing in this Agreement.

EXECUTED ON THIS _____ DAY OF _____, 2022.

CITY OF LAREDO
a municipal corporation

By: _____
SAMUEL KEITH SELMAN
INTERIM CITY MANAGER

ATTEST:

_____
JOSE A. VALDEZ JR.
CITY SECRETARY

APPROVED AS TO FORM:

BY: _____
DAVID H. ARREDONDO
ASSISTANT CITY ATTORNEY

LAREDO INTERNATIONAL AIRPORT

B&B COMMUNICATIONS LTD.

BY: _____
GILBERTO SANCHEZ, JR.
INTERIM AIRPORT DIRECTOR

BY: _____
JORGE BOARDMAN

ORDINANCE 2022-O-106

AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT BETWEEN THE CITY OF LAREDO, AS LESSOR, AND B & B COMMUNICATIONS LTD., LESSEE, FOR BUILDING NO. 962 CONSISTING OF APPROXIMATELY 5,672 SQUARE FEET OF BUILDING SPACE AND PARKING LOT LOCATED ON 1816 PAPPAS STREET AT THE LAREDO INTERNATIONAL AIRPORT. THE LEASE TERM SHALL BE FOR FIFTEEN (15) YEARS COMMENCING ON OCTOBER 1, 2022 AND ENDING ON SEPTEMBER 30, 2037 WITH ONE (1) FIVE-YEAR OPTION TO EXTEND ENDING IN SEPTEMBER 30, 2042. THE MONTHLY RENTAL SHALL BE $1,492.85 AND WILL BE ADJUSTED ANNUALLY ACCORDING TO CHANGES IN THE CONSUMER PRICE INDEX (CPI).

WHEREAS, the Airport Director recommends the Mayor and City Council to authorize the Interim City Manager to execute a lease agreement between the City of Laredo, as Lessor, and B & B Communications Ltd., Lessee, for building No. 962 consisting of approximately 5,672 square feet of building space and parking lot located on 1816 Pappas Street at the Laredo International Airport. The lease term shall be for fifteen (15) years commencing on October 1, 2022 and ending on September 30, 2037 with one (1) five-year option to extend ending in September 30, 2042. The monthly rental shall be $ 1,492.85 and will be adjusted annually according to changes in the Consumer Price Index (CPI); and

WHEREAS, B & B Communication is a current tenant in good standing and is wishing to continue services in said location; and

WHEREAS, B&B Communications has guaranteed a $302,210.05 investment in the property that will take place in 5 phases, in which they shall receive rent 70% rent abatement for the next 8 years; 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 hereby authorize the Interim City Manager to execute a lease agreement between the City of Laredo, as Lessor, and B & B Communications Ltd., Lessee, for building No. 962 consisting of approximately 5,672 square feet of building space and parking lot located on 1816 Pappas Street at the Laredo International Airport. The lease term shall be for fifteen (15) years commencing on October 1, 2022 and ending on September 30, 2037 with one (1) five-year option to extend ending in September 30, 2042. The monthly rental shall be $ 1,492.85 and will be adjusted annually according to changes in the Consumer Price Index (CPI).

Section 2: This Ordinance shall become effective upon passage hereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2022.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DAVID H. ARREDONDO
ASSISTANT CITY ATTORNEY

Airport 30.

City Council-Regular

Meeting Date: 07/18/2022

Initiated By: Samuel K. Selman, Interim City Manager

Initiated By: Samuel Keith Selman, Interim City Manager

Staff Source: Gilberto Sanchez Jr., Interim Airport Director

SUBJECT

Prosperous and Affordable

2022-R-116 A Resolution of the City of Laredo authorizing the Interim City Manager to execute an amendment to the Chapter 380 Agreement with Transportes Aeromar, S.A. de C.V. related to the enhancement of economic development, growth, job opportunities for citizens of Laredo, retail sales, and other businesses and commercial activity in Laredo Texas and surrounding areas by providing access to low-cost nonstop air transportation. The City and Aeromar S.A. de C.V. have agreed that up until August 14, 2022, Aeromar shall operate three round trip flights per week to operate on Wednesdays, Fridays, and Sundays and beginning on August 15, 2022, through December 31, 2022, Transportes Aeromar shall operate two roundtrip flights per week to operate on Mondays and Fridays. The City and Transportes Aeromar have also agreed that the City of Laredo will pay Transportes Aeromar, S.A. de C.V. an amount equal to $42,110.00 on or before the 15th of each month beginning August 2022 and ending December 2022 in lieu of the City receiving 142 seats per month until, and including December 2022. Said seats will be available to the traveling public for a price of $350.00 roundtrip, including all taxes and fees. The City shall not exceed paying the company more than a total obligation of $552,550.00 for the full year of 2022. Funding is available in the Capital Improvement Fund.

PREVIOUS COUNCIL ACTION

In January 2020, the City of Laredo and Aeromar S.A. de C.V. entered into an agreement pursuant to chapter 380 of the Texas Local Government Code.

In February 2021 the Chapter 380 agreement was amended in to modify the scheduled air service of the Agreement to reflect the temporary suspension of air transportation services. The City and Aeromar entered into a Second Amendment to the Chapter 380 Agreement to modify the scheduled air service section of the agreement to reflect the temporary changes in the scheduled flight tables and frequency of flights.

In January 2022, the Chapter 380 agreement was amended, which provided for City

to pre-purchase a specified number of tickets from Company between February and December 2022 in order to support flights to Mexico City, however because of a number of significant changes to the projected financial performance of the Laredo - Mexico City flights, a fourth amendment is necessary.

BACKGROUND

Transportes Aeromar, S.A. de C.V. provides commercial air transportation service from the Laredo International Airport to the Mexico City International Airport. Due to the global COVID-19 pandemic and associated public health measures there has been significant short-term reductions to air travel between the City of Laredo and Mexico City.

The City and Aeromar are seeking a fourth amendment to the Chapter 380 agreement in order to maintain the air service in spite of the current financial outlook, in a long-term effort to continue to further economic development, growth, job opportunities for citizens of Laredo, retail sales and other business and commercial activity in Laredo, Texas and the surrounding areas by providing access to low-cost nonstop air transportation. The amendment to the agreement includes the following:

- Until August 14, 2022: Transportes Aeromar shall provide three roundtrip flights per week to operate on Wednesdays, Fridays and Sundays
- Between August 15, 2022 and December 31, 2022 Transportes Aeromar shall provide two roundtrip flights per week to operate on Mondays and Fridays
- The City of Laredo will pay Transportes Aeromar, S.A. de C.V. an amount equal to $42,110 on or before the 15th of each month beginning August 2022 and ending December 2022. The City shall not exceed paying the company more than a total obligation of $552,550 for the full year of 2022.
- The City shall continue to receive 142 seats per month until and including December 2022, in addition to 513 seats purchased prior to August 1, 2022, but not redeemed for tickets prior to July 1, 2022.
- Said seats will be available to the traveling public for a price of $350 roundtrip, including all taxes and fees.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends the approval of this resolution.

Fiscal Impact

Fiscal Year:	2022

Bugeted Y/N?:

Source of Funds: Capital Improvement Fund

Account #: 402-4310-534-7301

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Not to exceed $552,550. Funds are available in the Capital Improvement Fund.
Account number: 402-4310-534-7301

Attachments

Fourth Amendment - Chapter 380 Agreement

Resolution No. 2022-R-116

FOURTH AMENDMENT TO CHAPTER 380 DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LAREDO, TEXAS AND TRANSPORTES AEROMAR, S.A. DE C.V.

THIS FOURTH AMENDMENT TO CHAPTER 380 AGREEMENT ("Third Amendment") is made by and between the City of Laredo, Texas ("City"), a Texas home-rule municipal corporation located in the United States of America and Transportes Aeromar, S.A. de C.V., a corporation organized and existing under the laws of Mexico ("Company").

WHEREAS, City and Company entered into an agreement pursuant to Chapter 280 of the Texas Local Government Code on or about January 22, 2020 ("Original Chapter 380 Agreement"); and

WHEREAS, the Original Chapter 380 Agreement was in effect for twelve months after the first scheduled flight to Mexico City, which occurred on October 5, 2020, and Agreement was amended on February 7, 2021 to effectively terminate on November 14, 2021; and

WHEREAS, the Original Chapter 380 Agreement provided that the agreement could be extended if agreed upon by both parties; and

WHEREAS, the Third Amendment to the Original Chapter 380 Agreement was agreed to on or about January 25, 2022, which provided for City to pre-purchase a specified number of tickets from Company between February and December 2022 in order to support flights to Mexico City; and

WHEREAS, there have been a number of significant changes to the projected financial performance of the Laredo-Mexico City flights since the Third Amendment was agreed to, namely lower ridership and significant higher jet fuel prices and other costs; and

WHEREAS, City owns and operates the Laredo International Airport ("Airport"), located in Laredo, Webb County, Texas; and

WHEREAS, Company provides air service between Laredo, Texas and Mexico City, Mexico; and

WHEREAS, the City desires to modify the Chapter 380 agreement further in order to maintain the air service in spite of the current financial outlook, in a long-term effort to continue to further economic development, growth, job opportunities for citizens of Laredo, retail sales and other business and commercial activity in Laredo, Texas and the surrounding areas by providing access to low-cost nonstop air transportation; and

NOW THEREFORE, in consideration of the foregoing and on the terms and conditions hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Company agree as follows, subject to final City Council approval as stated in the Agreement:

1. Section 2. Definitions is modified as follows:

"Agreement" The word "Agreement" means this Fourth Amendment to Chapter 380 Agreement between Company and City together with all exhibits and schedules attached to this Agreement, if any.

All other definitions from the Third Amendment remain the same.

2. Section 3. Scheduled Air Services is amended as follows:

Company shall offer the service schedule and frequency for Air Services between LRD and MEX as detailed below:

- Until August 14, 2022: Three roundtrip flights per week to operate on Wednesdays, Fridays and Sundays
- Between August 15, 2022 and December 31, 2022: Two roundtrip flights per week to operate on Mondays and Fridays

Significant changes from the schedule shown above (defined as changes to the number of flights per week or the day of the week a flight operates) require advance written approval from the City in order to maintain the payment schedule. In addition, if more than two flights (one round trip) in the preceding month are cancelled (excluding cancellations for uncontrollable causes such as airport closure, severe weather, COVID-19 staffing repercussions, or air traffic control), the City shall not be obligated to make a payment in the following month.

3. Section 7. Seat Purchase Schedule and Affirmative Covenants is deleted in its entirety and amended as follows:

Section 7. City Support for Air Services and Seat Purchase Agreement Schedule and Affirmative Covenants.

7.1 City shall pay to the Company an amount equal to $42,110 on or before the 15th day of each month, beginning in August 2022 and ending in December 2022, or within 5 business days of City's receipt of an invoice from Company, whichever is later.

7.2 Amounts paid by City in 2022 under the Third Amendment prior to the execution of this Agreement total $342,000; combined with the monthly payments under this Agreement, the total obligation of City under this Article shall not exceed $552,550 for the full year 2022.

7.3 City shall continue to receive 142 seats per month until and including December 2022, in addition to the 513 seats purchased prior to August 1, 2022 but not redeemed for tickets prior to July 1, 2022. Company will make these seats available to the traveling public for a price of $350 roundtrip, including all taxes and fees. Combined with the 339 seats purchased and redeemed for travel prior to July 1, 2022, City will receive a total of 1,562 seats in 2022.

7.4 Company and City further agree that for any seat purchased during the Term, City can designate the traveler on each seat and such traveler shall have the right to travel on any regularly scheduled Company air service between MEX and LRD during the Term.

7.5 Seats purchased by City during the Term of this Agreement shall be booked and ticketed for travel during the Term of this Agreement in accordance with the terms mutually agreed between the parties in a separate Booking and Ticketing Agreement, contained in Exhibit A to this Agreement.

7.6 The parties agree that they shall meet monthly to evaluate Company's performance of the LRD-MEX route, and that Company shall provide City with a monthly report of the number of seats booked and ticketed, as well as a summary of the route's financial performance, to include total number of passengers flown, revenues, fuel costs, and other costs.

4. Section 9.1. Term and Termination is deleted in its entirety and amended as follows:

9.1 **Term**. The Term of this Agreement shall begin on August 1, 2022 and will automatically expire on December 31, 2022.

5. Binding Effect**.** This Amendment will be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

6. Other Terms. Except as expressly provided herein, all of the terms and conditions of the Original Chapter 380 Agreement as previously amended will continue in full force and effect and are hereby affirmed.

7. Counterparts. This Fourth Amendment may be executed in multiple counterparts, of which will be fully effective as an original, and of which together will constitute one and the same instrument.

(Signatures and Acknowledgments on following page.)

IN WITNESS WHEREOF, City has caused this Agreement to be executed by its City Manager and Aeromar has caused the same to be executed by its appropriate and authorized officer.

FOR CITY OF LAREDO:

Signature: _____
Samuel Keith Selman
Acting City Manager

Date: _____

ATTESTED:

_____
Jose A. Valdez, Jr.
City Secretary

APPROVED AS TO FORM:

_____
Doanh T. Nguyen
City Attorney

FOR TRANSPORTES AEROMAR, S.A. DE C.V. D/B/A AEROMAR:

Signature: _____

Date: _____

Exhibit A
Booking and Ticketing Agreement

Booking / Payment Procedures
The following document will define the procedures for booking and ticketing the pre-paid tickets according to the Seat Purchase Agreement:

1. City will pre-pay for 1,562 roundtrip tickets, booked in the "Z" fare class, according to the schedule set forth for MEX-LRD international air service. The price paid per ticket includes all taxes, charges and fees.

2. Aeromar will issue an electronic wallet for the tickets.

3. The procedure to book the tickets will be with an assigned discount code to be utilized by Laredo via the Aeromar Website, Aeromar Ticket Counter at Laredo International Airport, Aeromar App or the Aeromar Call Center. Aeromar will limit monthly sales to 142 tickets per month and will collect $350.00 USD from booking customers per ticket sold. Any prepaid tickets that are not booked in a previous month will carry over to the following month until they are booked.

4. City will not make any payment in excess of a total of $552,550 under this Agreement in 2022, and City shall continue to receive 142 seats per month until and including December 2022, when a total of 1,562 seats will have been purchased.

Limitations
• The fare applies only to the LRD-MEX-LRD or MEX-LRD-MEX routes.
• The fare does not allow any refunds, but changes are permitted.
• The fare includes two checked bags up to 23kg.
• The fare will not apply in conjunction with any other promotion or discount.
• Bookings must be made at least 5 days prior to departure.
• Any other restriction of the class fare at the moment of the purchase will apply to the booking.
• Any remaining funds in the electronic wallet will revert to Aeromar after March 31, 2023.
• Passengers will be able to travel up to six (6) months after the booking date.

RESOLUTION NO. 2022-R-116

A RESOLUTION OF THE CITY OF LAREDO AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AN AMENDMENT TO THE CHAPTER 380 AGREEMENT WITH TRANSPORTES AEROMAR, S.A. DE C.V. RELATED TO THE ENHANCEMENT OF ECONOMIC DEVELOPMENT, GROWTH, JOB OPPORTUNITIES FOR CITIZENS OF LAREDO, RETAIL SALES, AND OTHER BUSINESSES AND COMMERCIAL ACTIVITY IN LAREDO TEXAS AND SURROUNDING AREAS BY PROVIDING ACCESS TO LOW-COST NONSTOP AIR TRANSPORTATION. THE CITY AND AEROMAR S.A. DE C.V. HAVE AGREED THAT UP UNTIL AUGUST 14, 2022, AEROMAR SHALL PROVIDE THREE ROUND TRIP FLIGHTS PER WEEK TO OPERATE ON WEDNESDAYS, FRIDAYS, AND SUNDAYS AND BEGINNING ON AUGUST 15, 2022, THROUGH DECEMBER 31, 2022, TRANSPORTES AEROMAR SHALL OPERATE TWO ROUNDTRIP FLIGHTS PER WEEK TO OPERATE ON MONDAYS AND FRIDAYS. THE CITY AND TRANSPORTES AEROMAR HAVE ALSO AGREED THAT THE CITY OF LAREDO WILL PAY TRANSPORTES AEROMAR, S.A. DE C.V. AN AMOUNT EQUAL TO $42,110.00 ON OR BEFORE THE 15TH OF EACH MONTH BEGINNING AUGUST 2022 AND ENDING DECEMBER 2022 IN LIEU OF THE CITY RECEIVING 142 SEATS PER MONTH UNTIL, AND INCLUDING DECEMBER 2022. SAID SEATS WILL BE AVAILABLE TO THE TRAVELING PUBLIC FOR A PRICE OF $350.00 ROUNDTRIP, INCLUDING ALL TAXES AND FEES. THE CITY SHALL NOT EXCEED PAYING THE COMPANY MORE THAN A TOTAL OBLIGATION OF $552,550.00 FOR THE FULL YEAR OF 2022. FUNDING IS AVAILABLE IN THE CAPITAL IMPROVEMENT FUND.

WHEREAS, City and Company entered into an agreement pursuant to Chapter 280 of the Texas Local Government Code on or about January 22, 2020 ("Original Chapter 380 Agreement"); and

WHEREAS, the Original Chapter 380 Agreement was in effect for twelve months after the first scheduled flight to Mexico City, which occurred on October 5, 2020, and Agreement was amended on February 7, 2021 to effectively terminate on November 14, 2021; and

WHEREAS, the Original Chapter 380 Agreement provided that the agreement could be extended if agreed upon by both parties; and

WHEREAS, the Third Amendment to the Original Chapter 380 Agreement was agreed to on or about January 25, 2022, which provided for City to pre-purchase a specified number of tickets from Company between February and December 2022 in order to support flights to Mexico City; and

WHEREAS, there have been a number of significant changes to the projected financial performance of the Laredo-Mexico City flights since the Third Amendment was agreed to, namely lower ridership and significant higher jet fuel prices and other costs; and

WHEREAS, City owns and operates the Laredo International Airport ("Airport"), located in Laredo, Webb County, Texas; and

WHEREAS, Company provides air service between Laredo, Texas and Mexico City, Mexico; and

WHEREAS, the City desires to modify the Chapter 380 agreement further in order to maintain the air service in spite of the current financial outlook, in a long-term effort to continue to further economic development, growth, job opportunities for citizens of Laredo, retail sales and other business and commercial activity in Laredo, Texas and the surrounding areas by providing access to low-cost nonstop air transportation; and

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

Section 1: The Interim City Manager is authorized to execute the Third Amendment to the Chapter 380 Agreement made between the City of Laredo and Aeromar, S.A. de C.V. in an effort to to continue to further economic development, growth, job opportunities for citizens of Laredo, retail sales and other business and commercial activity in Laredo, Texas and the surrounding areas by providing access to low-cost nonstop air transportation; and

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____DAY OF_____2022.

_____
PETE SAENZ
MAYOR

ATTESTED:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH T. NGUYEN
CITY ATTORNEY

Airport 31.

City Council-Regular

Meeting Date: 07/18/2022

Initiated By: Samuel K. Selman, Interim City Manager

Staff Source: Gilberto Sanchez, Interim Airport Director; Jose F. Castillo, Finance Director; Miguel A. Pescador, Purchasing Agent

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SUBJECT

Consideration to authorize a contract with Computer Solutions, Inc., San Antonio, TX, in the amount of $67,367.00, for the purchase and installation of new optic fiber cable running from the main Airport Terminal to the west tower across the runway. This contract is utilizing the State of Texas DIR Cooperative Purchase Contract # DIRGBR4359-GRAYBAR DIR-TSO-4359 (EXP. 05/06/23). Funding is available in the International Airport Operations Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The Laredo International Airport received a DIR proposal from Computer Solutions, Inc., San Antonio, Tx for the purchase and installation of fiber optic cable to reroute current fiber optics line from the North to the South end of the terminal. This will be purchased through the State of Texas DIR Cooperative Purchase Contract # DIRGBR4359-GRAYBAR DIR-TSO-4359 (EXP. 05/06/23) in the total amount of $67,367.00

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Staff recommends that this motion be approved.

Fiscal Impact

Fiscal Year:	2022
Bugeted Y/N?:	Y
Source of Funds:	International Airport Fnd
Account #:	24236105832010

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funds available in International Airport account

Attachments

Computer Solutions DIR Quote

Great South Texas Corp dba Computer Solutions
14410 Wurzbach Parkway, Suite 175
San Antonio, Texas 78216
United States
www.comsoltx.com
(P) 210-369-0300

Quote (Open)

Date	**Expiration Date**
Jun 28, 2022 12:51 PM CDT	07/28/2022

Modified Date
Jun 28, 2022 03:59 PM CDT

Quote #
1036309 - rev 1 of 1

Description
Laredo Airport Fiber Project

SalesRep
Balli, David
(P) 210-369-0300
(F) 210-369-0389

Customer Contact
De Hoyos, Francisco
fdehoyos@ci.laredo.tx.us

Customer
City of Laredo (15505)
De Hoyos, Francisco
1110 Houston Street
Laredo, TX 78040
United States

Bill To
City of Laredo
Payable, Accounts
1110 Houston Street
Laredo, TX 78040
United States

Ship To
City of Laredo
De Hoyos, Francisco
5210 Bob Bullock Loop
Laredo Int'l Airport
Laredo, TX 78041
United States

Contract
Programs: DIRGBR4359 - GRAYBAR DIR-TSO-4359 EXP 5/6/23
Certifications: WBE/SBE/HUB# 1942650013800 Exp: 08/31/2023
Sales Order Type: Drop Ship - Ship to customers location

Customer PO:	**Terms:**	**Ship Via:**
	Net 30 Days	FedEx Ground
Special Instructions:		**Carrier Account #:**

#	Description	Part #	List Price	Qty	Unit Price	Total
1	Global Tech Services	GT-Services	$78,066.00	1	$66,356.00	$66,356.00

Note: Laredo International Airport Fiber Replacement Project - Run New fiber from Main Airport Terminal to West tower across runway

(7,030) Fiber Optic Cable - 12 STRAND
- Outdoor direct burial SM fiber
- Weather proof and water proof fiber splice enclosures x 2
- Fiber tags - ID for fiber information and route
- Fiber Fusion Type connectors - LC SM

Technical Services Labor:
- Vactron Services - place mule tape for wire pull
- Run Fiber from HH to HH
- test with OTDR to make sure link and splices are functional
- bore approx 500'
- trench approximately 1200'

Access to airport to be facilitated by airport personnel.
Project cost is assuming all conduits are not blocked or broken and accessible to fit fiber through

(2) Hand Holes 3 x 2'
(1,830) 1 1/4 HDPE

2	Payment & Performance Bond	MISC	$1,011.00	1	$1,011.00	$1,011.00

To follow recommendations provided 6-28-22 via email from fdehoyos@ci.laredo.tx.us, reference Ana Lopez, PE Engineer
- 6-22-22 Proposed TAXIWAY H2 plans considered 6' depth and 65' south of TWY J Edge of Pavement

Subtotal:	**$67,367.00**
Product Subtotal:	*$67,367.00*
Tax (.0000%):	$0.00
Shipping:	$0.00

Total:	**$67,367.00**
(List Price:	*$79,077.00)*

Thank you for the opportunity to provide this quote.

****We have MOVED, Please note our new Address****

Invoicing and Partial Invoice Policy: Computer Solutions will invoice or partial invoice product and/or services when they have shipped or rendered complete (or Milestone Complete). By ordering or releasing a PO for this order, you agree to pay for the items that have shipped or delviered as part of the whole order..

Due to the recent COVID-19 pandemic, component shortages may cause items to have longer than usual estimated shipping dates. If an item goes on backorder and the manufacturer increases the cost of the product, the increased cost will be passed along to our customers. We will alert customers as soon as we know when a price increases on backordered items.

Subscriptions/Enterprise Agreements Cancellation Policy- Computer Solutions requires a forty five (45) day written notification from the customer based on the renewal/anniversary date in order to process the cancellation with the applicable manufacturer(s).

Freight charges are estimates only. Returns are subject to approval and may include a restocking fee.

This document and the information contained is PROPRIETARY and CONFIDENTIAL and may not be duplicated, redistributed or displayed to any other party without the written permission of Computer Solutions.

City Council-Regular

Meeting Date: 07/18/2022

Initiated By: Samuel K. Selman, Interim City Manager

Staff Source: Gilberto Sanchez, Airport Director; Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to ratify a service agreement to HI-LITE Airfield Services, LLC, Adams Center, NY, for a cumulative amount of $51,440.00 for the Laredo International Airport. Services rendered included water blasting rubber without chemicals, mobilization, and rubber removal-crew/equipment; services are obtained using Sourcewell Cooperative Contract #062817-HLA (Exp. 09/26/2022). Funding for this contract is available in the International Airport Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The Laredo International Airport is in need of removing rubber from the runway in order to remain in compliance with FAA Part 139 and ensuring maximum safety on the airfield. Airport had initially received a quote for $35,500.00, however, the price increased due to rate changes and an extra equipment mobilization. In addition, company will need to make two trips instead of one to do the rubber removals on two separate dates due to closure of RFY 18R. The cost of this service is now $51,440.00 from vendor HI-LITE Airfield Services, LLC. This service includes water blasting rubber without chemicals, mobilization, and rubber removal-crew/equipment.

Sourcewell contract # 062817-HLA gives access to the following types of goods and services:

- Maintenance, contracting, & consulting
- Airfield markings
- Rubber removal
- Friction testing
- Assessment services

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
Staff recommends for this motion to be approved.

Fiscal Impact

Fiscal Year:	2022
Bugeted Y/N?:	Y
Source of Funds:	Int'l Airport Funds
Account #:	24236205832010
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:
Funds available in International Airport fund

Attachments

CityMgr Memo
Sourcewell COOP
Quote #: 22-16307-REV 2

CITY OF LAREDO

LAREDO INTERNATIONAL AIRPORT

MEMORANDUM

To: Samuel Keith Selman, City Manager
Rosario Cabello, Deputy City Manager

From: Gilberto Sanchez, Interim Airport Director

Date: June 24, 2022

Re: Change Order- Airport Runway Rubber Removal

The Laredo International Airport is in need of removing rubber from the runway in order to remain in compliance with FAA Part 139 and ensuring maximum safety on the airfield. We had initially received a quote for $35,000, however after further assessments, the price increased due to rate changes and an extra equipment mobilization. In addition, company will need make two trips instead of one to do the rubber removals on two separate dates due to the closure of RWY 18R. The cost for this service is now $51,440.00 from vendor HI-LITE. This service includes water blasting rubber without chemicals, mobilization, and rubber removal-crew/equipment.

We are requesting your authorization for the change order to complete the runway rubber removal. This is an urgent safety matter for Runways 18L-36R & 18R-36L at the airport. A Motion for this change order will be submitted to City Council on July 18th 2022 for approval.

Your support and authorization is respectfully requested.

_____ Approved
Samuel Keith Selman,
City Manager

_____ Denied
Samuel Keith Selman,
City Manager

_____ Approved
Rosario Cabello,
Deputy City Manager

_____ Denied
Rosario Cabello,
Deputy City Manager

5210 Bob Bullock Loop * Laredo, Texas 78041 * Tel. (956) 795-2000 * Fax. (956) 795-2572
www.laredointernationalairport.com

Sourcewell

Sourcewell
Awarded Contract

Hi-Lite Airfield Services

Public Utility & Airport Equipment

#062817-HLA

Maturity Date: 09/26/2022

Products & Services

Products & Services

Sourcewell contract 062817-HLA gives access to the following types of goods and services:

- Maintenance, contracting, & consulting
- Airfield markings
- Rubber removal
- Friction testing
- Assessment services

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Quotation

Quote #: 22-16307-REV 2
Project Reference: Runway Rubber Removal
County: Webb
Laredo, TX

Bid Date: 06/10/22
Completion Date: 12/31/22

Item#	Description	Qty	Unit	$ / Unit	Price
P-620-RR	Rubber Removal by Waterblasting without Chemical	400,000	SF	$ 0.11	$ 44,000.00
P-620-RR.MOB	Mobilization: Rubber Removal Crew/Equipment	2	EA	$ 3,720.00	$ 7,440.00
				Total:	**$ 51,440.00**

Project Description:
Runway Rubber Removal on Runways 18L-36R & 18R-36L at Laredo International Airport, Laredo TX

Remarks:
Owner to Provide Maintenance and Protection of Traffic
Owner to Provide Adequate on Site Water Supply
Owner to Provide Disposal of Liquid Waste
Hi-Lite to Provide Disposal of Solid Waste
*** Pricing per Sourcewell Contract # 062817-HLA ***
*** City of Laredo Purchasing Dept Sourcewell Member No. 47820 ****
*** City of Laredo Finance Dept Sourcewell Member No. 20319 ****
*** Price Is Based on Per Unit Quantity ***

Note: This Quote/Proposal is Only Valid in its Entirety And Prices Are Valid for (30) Days From Bid Date. If you need further information please contact: Dennis Haefner, Senior Estimator, (315) 583-6111 x233 or dennish@hi-lite.com

HI-LITE AIRFIELD SERVICES, LLC
PO Box 597
20128 NYS Route 12F
Watertown, NY 13601
(315) 583-6111
www.hi-lite.com

Airport 33.

City Council-Regular

Meeting Date: 07/18/2022

Initiated By: Samuel K. Selman, Interim City Manager

Initiated By: Samuel Keith Selman, Interim City Manager

Staff Source: Gilberto Sanchez Jr., Interim Airport Director

SUBJECT

Prosperous and Affordable

Authorizing the Interim City Manager to execute a Lease Agreement between the Laredo International Airport and Clear Choice ER located at 5210 Bob Bullock Loop at the Laredo International Passenger Terminal in a space consisting of 400 square feet, constituting a concessions space on the first floor, as depicted in Exhibit A. The purpose of the lease is to operate a COVID-19 Testing Center, providing COVID-19 testing, vaccination, sale, distribution, and/or donations and supplies (as approved by the City Emergency Management Coordinator) for the public. The hours of operations will be from 10 a.m. to 10 p.m., Monday through Saturday. The lease term shall be for one (1) year with one (1) option to renew and base rent shall consist of $2,000.00 per month.

PREVIOUS COUNCIL ACTION

May 16, 2022 – Ordinance No. 2022-O-077

BACKGROUND

In February 2021, the City of Laredo and Clear Choice ER entered into a testing agreement in an effort to enhance a COVID-19 testing program within the Laredo International Airport for the traveling public. Clear Choice ER agreed to provide the public with COVID-19 testing without charging the public.

On May 16, 2022, City Council adopted Ordinance No. 2022-O-077, which amended the Emergency Management Ordinance to set forth regulations for obtaining a license to use city-owned property when a state of emergency has been declared. The amended ordinance requires the provider to pay a license fee, an application fee, a savings clause, a severability clause and penalties. The fees adopted are as follows:

- One-time Application fee of $100.
- A maximum of 400 square feet of lease space at $5.00 per square foot for a monthly lease amount of $2,000.

Clear Choice ER has expressed their interest in keeping their operations at the Laredo International Airport for at least one more year with one more option to renew and have agreed to comply with the new ordinance adopted by City Council.

It is in the best interest of the Laredo International Airport and the public to keep this service operational in an effort to reduce the spread of COVID-19.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends the approval of this Introductory Ordinance.

Fiscal Impact

Fiscal Year:	2022
Bugeted Y/N?:	
Source of Funds:	Aeronautical – Bldg. Rent
Account #:	242-0000-361-1086
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Monthly Rent: $2,000

Attachments

Lease Agreement
Introductory Ordinance

LICENSE AGREEMENT

by and between

City of Laredo

and

Clear Choice ER

This Agreement is made and entered into effective as of the ____ day of _____, 2022, (the "Effective Date") by an between the City of Laredo, A Texas Municipal Corporation ("Licensor"), and Clear Choice ER ("Licensee") for the purposes described below.

In consideration of the premises and the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

Date: ____ day of _____, 2022

Licensor: The City of Laredo, Texas ("City")

Licensor's Address: 1110 Houston Street, Laredo, Texas, 78040

Licensee: Clear Choice ER

Licensee's Address:

Fax Number:

Email Address:

Premises: City of Laredo owned property subject to this License, more particularly described in the attached Exhibit. The total area subject to this Agreement shall not exceed 400 square feet.

Permitted Uses: Testing, vaccination, sale, distribution, and/or donation of supplies as approved by the City Emergency Management Coordinator.

Event(s) Hours of Operation:

Open to Public – Monday – Saturday, 10 AM – 10 PM

Application fee: One Hundred ($100.00) Dollars

License Fee: See attached Schedule "A" entitled "Schedule of Fees"

Insurance: See attached Schedule "B" entitled "Insurance Addendum"

Additional Provisions: See attached Schedule "C" entitled "Additional Provisions Addendum"

Term of this Agreement: This agreement is valid until the earlier of the lifting of the emergency declaration or one year.

Grant of License: Subject to the Terms and Conditions set out below and for the Term of this Agreement, Licensor hereby grants to Licensee a license to use, and Licensor shall make available to Licensee, the Premises for the Permitted Uses. Licensor reserves unto itself the right to use or permit the use of any portion of the Premises not granted to Licensee under this Agreement to any person, firm, or entity regardless of the nature of the use of such other space, so long as such use does not interfere, in any material respect, with Licensee's use of the Premises.

TERMS AND CONDITIONS

A. Licensor agrees to –

1. Provide electricity and other utilities for lighting, heating, air conditioning and other services to the Premises.

2. Provide cleaning and janitorial service for the Premises.

3. Provide all necessary maintenance and/or repairs for the Premises occasioned by normal use or wear and tear of the Premises. Licensee shall be responsible for the cost of any maintenance or repairs caused by misuse or negligence of Licensee.

4. Fully comply with all terms, conditions, provisions and requirements set out in the **Additional Provisions Addendum**.

B. Licensee agrees to –

1. Pay to the Licensor the License Fee and any and all additional fees that may be due pursuant to the terms of this Agreement.

2. Provide all supporting staff required for the Permitted Use(s), including but not limited to medical staff, personnel, other technical personnel, and move-in/move-out crews.

3. Designate a duly authorized representative of Licensee who shall be in attendance on the Premises during Hours of Operation. The identity, email address and mobile phone number of such representative must be provided to Licensor prior to the use of the Premises pursuant to this Agreement. Licensee will notify Licensor of any change in representative within 24 hours of such change, and provide all information for such new representative as required for the original representative.

4. Provide all of Licensee's representatives, participants, and supporting staff with distinctive, visual identification, which shall be approved by Licensor prior to the commencement of operations.

5. Provide all equipment or other items necessary for the Permitted Uses.

6. No less than five (5) business days prior to commencement of each Event(s), procure and present to Licensor all licenses and permits that may be required by or in connection with the use of the Premises for the Permitted Uses, including, but not limited to, those specifically referenced in City of Laredo Ordinance 2022-O-077.

7. Comply with the Fire Code of the City of Laredo, Texas, with respect to the use of any displays, props, decorations, materials or other personal property in connection with the Event(s).

8. Comply with all laws and requirements of all public authorities and all rules and regulations of Licensor in connection with the Permitted Uses on the Premises.

9. Comply with all requirements specified in City of Laredo Ordinance 2022-O-077 and all applicable provisions included in the City of Laredo Code of Ordinances.

10. Continuously and in good faith conduct the Permitted Uses in an efficient and reputable manner.

11. Maintain Insurance as required in the **Insurance Addendum**.

12. INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS THE LICENSOR, FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, LOSSES, INJURIES, DAMAGES, LIABILITIES AND EXPENSES, INCLUDING, WITHOUT

LIMITATION, REASONABLE ATTORNEYS' FEES AND EXPENSES AND COSTS OF INVESTIGATION (WHETHER OR NOT LITIGATION OCCURS) ARISING OUT OF OR IN ANY WAY CONNECTED WITH CONDUCTING THE PERMITTED USE(S), INCLUDING, BUT NOT LIMITED TO, ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH SUSTAINED BY ANYONE COMING UPON THE PREMISES AS A RESULT OF OR FOR THE PURPOSE OF PARTICIPATING IN THE PERMITTED USES. THIS INDEMNITY AND HOLD HARMLESS AGREEMENT SHALL APPLY WHETHER SUCH LOSS, INJURY OR DAMAGE IS CAUSED IN PART BY THE LICENSOR, ITS MANAGERS, OFFICERS, AGENTS OR EMPLOYEES, UNLESS CAUSED BY THE THEIR GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT. IT IS THE EXPRESS INTENT OF THE PARTIES THAT, BY THE TERMS HEREOF, THE LICENSOR MAY BE INDEMNIFIED FOR THE CONSEQUENCES OF ITS OWN NEGLIGENCE (OTHER THAN GROSS NEGLIGENCE). THE PROVISIONS OF THIS SECTION SHALL SURVIVE ANY EXPIRATION OR TERMINATION OF THIS AGREEMENT.

13. At the expiration of the term of this Agreement, remove all goods, wares, merchandise, property and debris owned by Licensee or which Licensee has placed or permitted to be placed on or at the Premises. Any such property not so removed shall be considered abandoned and may be disposed of by Licensor as Licensor deems necessary.

14. At the expiration of the term of this Agreement, vacate the Premises, leaving them in as good condition and repair as at the beginning of the Agreement, excepting usual wear and tear.

15. Fully comply with all terms, conditions, provisions and requirements set out in the **Additional Provisions Addendum**.

C. Licensee agrees not to –

1. Use the Premises for any purpose other than the Permitted Use(s) and other ancillary purposes as set out in the **Additional Provisions Addendum**.

2. Do any act or suffer any act to be done which shall mark, deface or injure any part of the Premises.

3. Permit any person under its control or supervision to damage, alter or remove any of Licensor's property from the Premises.

5. Bring onto the Premises explosives, pyrotechnics, gasoline, kerosene, acetylene or other fuel or combustibles without Licensor's prior written consent and approval from the Fire Marshal of the City of Laredo.

6. Cover, conceal, damage, alter, remove, block or obstruct any fire safety equipment on the Premises including fire extinguishers, fire hose cabinets and emergency exits.

7. Obstruct any sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of ingress or egress to and from the Premises.

8. Use any motor driven vehicles on the Premises without Licensor's prior written consent.

9. Permit any person to engage in any political activities (i.e. political advertisements, leafleting, politician meet and greets, etc.) on the Premises.

10. Provide for or allow outside catering of food, beverages, etc.

11. Use any part of the Premises for any use or proposed use which would be contrary to law, common decency or good morals or otherwise improper or detrimental to the reputation of Licensor.

12. Discriminate against any person for any reason prohibited by law.

D. Licensor and Licensee agree to the following –

1. *As Is.* Licensee agrees that the Premises are furnished AS IS, and Licensee's use of such Premises is at Licensee's sole risk.

2. *Personal Property.* Licensor shall not be responsible for losses by Licensee, its agents, employees or invitees due to theft or loss of equipment or other personal property. Licensor shall have the sole right to collect and take custody of any articles left on the Premises by Licensee's invitees and to provide for the disposition thereof as it deems fit.

3. *Books and Records.* Licensor and Licensee will keep or cause to be kept all necessary books and records with respect to matters provided for in this Agreement. Licensee and Licensor and their representatives shall have the right to inspect those books and records upon reasonable prior notice.

4. *Control of Premises and Right to Enter*. In permitting Licensor to use the Premises for the permitted purpose(s), it is understood by the parties that Licensor does not relinquish the right to control the management of the Premises, and to enforce all necessary rules and regulations. Duly authorized representatives of Licensor may enter the Premises, or any part thereof, at any time, and on any occasion without restrictions whatsoever by Licensee.

5. *Default.* The following occurrences shall be considered "Events of Default":

(a) Licensee fails to conduct the Event(s) in the Arena for the entire Term of this Agreement;

(b) Either party shall fail to pay any amount due hereunder to the other party when due;

(c) Either party shall fail to perform the duties, obligations or agreements set out in this Agreement. If an Event of Default shall occur, the non-defaulting party will give written notice to the defaulting party identifying the default with reasonable specificity. If within seven (7) days after such notice of default is sent, the default has not been cured, then, the non-defaulting party may terminate this agreement. In addition, each party reserves the right to file suit for damages, which damages will include, but not be limited to, actual damages, incidental damages, consequential damages and all other pecuniary loss resulting from the breach of this Agreement to the extent allowed by applicable law; provided however that Licensee specifically waives and is excluded from asserting any request for injunctive relief or specific performance.

13. *Miscellaneous*.

(a) *Entire Agreement*. This Agreement constitutes the entire agreement between Licensor and Licensee. No other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained in this Agreement or incorporated by reference in this Agreement will be valid or binding.

(b) *Notice*. Notices by Licensor and Licensee to each other shall be deemed duly given if (i) delivered personally with a signed receipt evidencing such delivery, (ii) transmitted by fax with confirmation of transmission, (iii) transmitted by email with confirmation of receipt, (iv) mailed by certified mail, return

receipt requested, postage prepaid, or (v) delivered by duly recognized air courier service to the other at the address, fax number or email addresses listed above.

(c) *Force Majeure.* Either party may be excused from performance under this Agreement for any period that such party is prevented from performing its obligations in whole or in part as a result of any act of God, war, civil disturbance, epidemic, court order, or other event outside the control of such party, provided the party seeking to be excused has prudently and promptly acted to take any and all reasonable corrective measures that are within such party's control.

(d) *Governmental Immunity.* Licensee acknowledges and understands that Licensor is a political subdivision of the State of Texas that possesses governmental immunity to suit and liability, except to the extent such immunity has been waived by the Texas Civil Practices and Remedies Code §101.053 and Chapter 271, Subchapter I, Texas Local Government Code. It is specifically acknowledged that Licensor, by entering into this Agreement, does not in any form or fashion waive such governmental immunity.

(e) *Assignment*. This Agreement may not be transferred or assigned by Licensee without Licensor's prior written consent. If Licensor's consent is given, the assignee must agree, in writing, to be bound by all of the provisions hereof.

(f) *Relationship of the Parties.* The relationship between Licensor and Licensee is that of independent contractors and not agents or employees. Under no circumstances shall this license be considered a contract of partnership or joint venture. Neither party shall be liable for any of the debts, accounts, obligations or other liabilities of the other party, its agents or employees, and neither party shall have any authority to obligate or bind the other party in any manner except as may be expressly provided herein.

(g) *Choice of Law and Venue*. This Agreement is entered into in the State of Texas and, in the event of any controversy or litigation, shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its principles of conflicts of laws. Venue for any dispute shall be in the state courts in Webb County, Texas, or the federal courts for the Southern District of Texas, Laredo Division.

(h) *Attorney's Fees*. In the event either party hereto initiates or hires legal counsel to enforce or protect its rights under this Agreement, the prevailing party shall be entitled to recover from the unsuccessful party, in addition to any other damages or relief awarded or obtained, all court costs and reasonable attorneys' fees incurred in connection with such litigation or action by legal counsel.

(i) *Counterparts and Execution*. This agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed to be an original, but all of which taken together form but one and the same instrument. A faxed copy or other electronic copy shall be deemed as an original. This Agreement may be executed by and through electronic signature technology which is in compliance with Texas law governing electronic signatures. Electronic signatures shall be considered as valid and binding as original, wet signatures. Signatures, originally signed by hand, but transmitted via e-mail or fax shall also be deemed valid and binding original signatures.

(j) *Authority*. Licensee represents and warrants to Licensor that it has the full right, power and authority to enter into and perform this Agreement.

AGREED TO and effective as of the date stated above.

Licensor:

City of Laredo

By: _____

Name: Samuel Keith Selman

Title: Interim City Manager

Licensee:

Clear Choice ER

By: _____

Name: Robert Castaneda Jr.

Title: Chief Executive Officer

ATTEST:

By:_____

Name: Jose Valdez

Title: City Secretary

APPROVED AS TO FORM:

By: _____

Doanh T. Nguyen

Title: City Attorney

SCHEDULE "A"

SCHEDULE OF FEES

Licensor and Licensee agree that the License Fee shall be an amount equal to the sum of the following:

1. $5.00 per square foot per month – provided that when Licensor provides goods or services to the public at reduced cost or no cost, the Emergency Management Coordinator may waive or reduce the License Fee.

2. Such additional costs and expenses, at a rate to be mutually agreed upon, as may be incurred by Licensor for additional items requested by Licensee including, but not limited to, additional staffing, moving personnel, or other services provided at the request of Licensee.

Schedule "B"

"Insurance Addendum"

Licensor and Licensee agree as follows:

1. *Commercial General Liability.* Licensee will obtain and maintain continuously in effect at all times, for each Event, commercial general liability insurance in at least the following amounts: General Liability $1,000,000.00 per occurrence $2,000,000.00 aggregate, Bodily Injury $500,000.00 per person $1,000,000.00 per accident, Property Damage $2,000,000.00

2. *Property.* Licensee will obtain and maintain continuously in effect at all times for each Event, causes of loss – special form property insurance, on all of the Licensee's furniture, fixtures, equipment and other business personal property located in the Arena in an amount determined by the Licensee to compensate the Licensee for the loss of such property.

3. *Workers' Compensation*. Licensee will obtain and maintain continuously in effect at all times for each Event, workers' compensation insurance in the amount of $1,000,000.00 for each employee to protect the Licensee, its employees, its contractors and its agents against all claims under applicable state workers' compensation laws. Only upon express written consent of the Licensor, may the Licensee elect not to obtain workers' compensation insurance coverage.

4. *Additional Insureds*. All insurance required of the Licensee herein will be issued in the name of the Licensee, and endorsed to reflect that the City of Laredo, Texas is an additional insured. The additional insured endorsements must not be endorsed to exclude the sole negligence of the additional insureds from the definition of "insured contract", nor be endorsed to exclude coverage for the sole or contributory ordinary negligence of the additional insureds.

5. *Certificates, Copies of Endorsements and Waiver of Subrogation*. From time to time, at the Licensor's request, Licensee will furnish the Licensor with certificates of insurance and copies of required additional insureds and waiver of subrogation endorsements as evidence that all of the policies required herein are in full force and effect and provide the required coverages and limits of insurance. The certificates and endorsements will also provide that any company issuing an insurance policy shall provide not less than 30 days' advance notice in writing to the Licensor and Licensee of cancellation, non-renewal or material change in the policy of insurance. In addition, Licensee shall immediately provide written notice to the Licensor upon receipt of notice of cancellation of an insurance policy, or of a decision to terminate or alter any insurance policy. Property insurance policies must contain waivers of subrogation of claims against the City.

Schedule “C”

“Additional Provisions Addendum”

Licensor and Licensee agree to the following:

ORDINANCE NO. 2022-O-XXX

AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A LEASE AGREEMENT BETWEEN THE LAREDO INTERNATIONAL AIRPORT AND CLEAR CHOICE ER LOCATED AT 5210 BOB BULLOCK LOOP AT THE LAREDO INTERNATIONAL PASSENGER TERMINAL IN A SPACE CONSISTING OF 400 SQFT, CONSTITUTING A CONCESSIONS SPACE ON THE FIRST FLOOR, AS DEPICTED IN EXHIBIT A, FOR THE PURPOSES OF OPERATING A COVID-19 TESTING CENTER, FOR THE PURPOSES OF PROVIDING COVID-19 TESTING, VACCINATION, SALE, DISTRIBUTION, AND/OR DONATIONS AND SUPPLIES (AS APPROVED BY THE CITY EMERGENCY MANAGEMENT COORDINATOR) FOR THE PUBLIC OPERATIONS WILL BE FROM 10 AM TO 10 PM, MONDAY THRU SATURDAY. THE LEASE TERM SHALL BE FOR ONE (1) YEAR WITH ONE (1) OPTION TO RENEW AND BASE RENT SHALL CONSIST OF $2,000 PER MONTH.; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, In February 2021, the City of Laredo and Clear Choice ER entered into a testing agreement in an effort to enhance a COVID-19 testing program within the Laredo International Airport for the traveling public. Clear Choice ER agreed to provide the public with COVID-19 testing without charging the public; and

WHEREAS, On May 16, 2022, City Council adopted Ordinance No. 2022-O-077, which amended the Emergency Management Ordinance to set forth regulations for obtaining a license to use city-owned property when a state of emergency has been declared.

WHEREAS, Clear Choice ER has expressed their interest in keeping their operations at the Laredo International Airport for at least one more year with one more option to renew and have agreed to comply with the new ordinance adopted by City Council.

WHEREAS, the Airport Director recommends that the Mayor and City Council Authorize the Interim City Manager to execute a Lease Agreement between the Laredo International Airport and Clear Choice ER located at 5210 Bob Bullock Loop at the Laredo International Passenger Terminal in a space consisting of 400 sqft, constituting a concessions space on the first floor, as depicted in Exhibit A, for the purposes of operating a COVID-19 Testing Center, for the purposes of providing COVID-19 testing, vaccination, sale, distribution, and/or donations and supplies (as approved by the City Emergency Management Coordinator) for the public Operations will be from 10 AM to 10 PM, Monday thru Saturday. The lease term shall be for one (1) year with one (1) option to renew and base rent shall consist of $2,000 per month; and

WHEREAS, said lease agreement is in the best interest of the Laredo International Airport and the public to keep this service operational in an effort to reduce the spread of COVID-19

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

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

Section 1**:** The Mayor and City Council Authorize the Interim City Manager to execute a Lease Agreement between the Laredo International Airport and Clear Choice ER located at 5210 Bob Bullock Loop at the Laredo International Passenger Terminal in a space consisting of 400 sqft, constituting a concessions space on the first floor, as depicted in Exhibit A, for the purposes of operating a COVID-19 Testing Center, for the purposes of providing COVID-19 testing, vaccination, sale, distribution, and/or donations and supplies (as approved by the City Emergency Management Coordinator) for the public Operations will be from 10 AM to 10 PM, Monday thru Saturday. The lease term shall be for one (1) year with one (1) option to renew and base rent shall consist of $2,000 per month; and

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 _____, 2022.

_____
PETE SAENZ
MAYOR

ATTEST:

BY: _____
JOSA A. VALDEZ JR.
CITY SECRETARY

APPROVED AS TO FORM:

BY: _____
DAVID H. ARREDONDO
ASSISTANT CITY ATTORNEY

City Council-Regular
Meeting Date: 07/18/2022
Initiated By: Samuel K. Selman, Interim City Manager
Staff Source: Yvette Limon, Bridge Director

SUBJECT

Planned and Moving

Consideration to award a contract to sole source provider, TransCore L.P., for the purchase of 15,000 Automatic Vehicle Identification (AVI) sticker tags in the amount of $187,605.00. These AVI sticker tags are TransCore's Amtech Technology eGo ® Plus Windshield sticker tags; have a protocol of 915 Mhz radio frequency; are programmable beam powered; are windshield dash mounted tags and used for the Laredo Bridge System Electronic Toll Collection System. Funding is available in the Bridge System Fund.

PREVIOUS COUNCIL ACTION

On September 7, 2021, City Council awarded a contract to sole source provider, TransCore L.P., for the purchase of 20,000 Automatic Vehicle Identification (AVI) sticker tags in the amount of $250,105.00.

BACKGROUND

The Laredo Bridge System utilizes the sticker tags as part of the AVI Electronic Toll Collection System. To participate in the AVI program, customers open an account, deposit funds into the account and purchase a sticker tag for every vehicle registered. The sticker tag is mounted on the windshield of each vehicle and at the time of crossing, the toll is automatically deducted from the customer's account.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that City Council approves this motion.

Fiscal Impact

Fiscal Year:	2022
Bugeted Y/N?:	Yes

Source of Funds: Bridge System

Account #: 553-4012/4061-582-2400

Change Order: Exceeds 25% Y/N: N/A

FINANCIAL IMPACT:

Funding is available in the Bridge System Fund, FY 2022 Budget:
553-4012-582-2400 and 553-4061-582-2400

Attachments

Quote

Sole Source Letter

8600 Jefferson NE
Albuquerque, NM 87113

www.transcore.com

June 15, 2022

J. Kent Richard
Assistant Bridge Director
City of Laredo Bridge System
1209 Water Street
Laredo, Texas 78040

Subject: Tag Quotation

Dear Mr. Richard:

TransCore is pleased to provide the following quotation to The City of Laredo for eGo® Plus Sticker tags.

Description	Part Number	Qty	Unit Price	Extended Price
eGo Plus Sticker Tag	13-3290-011	15,000	$ 12.50	$ 187,500.00
Ground shipping				$ 105.00

These prices are valid for 90 days. Tags will ship 24 weeks after receipt of order.

Please do not hesitate to contact me if you have any questions at (972) 467-1385. We appreciate the opportunity to continue providing products and services to The City of Laredo.

Sincerely,
TRANSCORE

Bob Olafson
Director of RFID Product Sales and Services

TRANSCORE

www.transcore.com

June 20, 2022

J. Kent Richard
Assistant Bridge Director
City of Laredo Bridge System
1209 Water Street
Laredo, Texas 78040

Subject: eGo® Plus tag Sole Source

Dear Mr. Richard:

This letter is to confirm the necessity of sole source procurement for TransCore's Amtech Technology eGo® Plus Windshield sticker tags.

TransCore is the sole provider of the Amtech Technology Automatic Vehicle Identification tags for the tolling market. There is no other commercially available version of these components; nor are these re-sold thru a distribution network (dealers/distributors).

Please do not hesitate to contact me if you have any questions at (972) 467-1385.

Sincerely,
TRANSCORE

Bob Olafson
Director of RFID Product Sales and Services

Budget 35.

City Council-Regular

Meeting Date: 07/18/2022

Initiated By: Samuel K. Selman, Interim City Manager

Staff Source: Juan C. Mendiola, Sames Auto Arena General Manager; Ramon Chavez, City Engineer; Miguel A. Pescador, Purchasing Agent

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SUBJECT

Consideration to authorize the purchase of Automatic Transfer Switch (ATS) equipment from Bush Supply, Edinburg, TX / CED Laredo, Laredo, TX, in the total amount of $173,200.00. This is phase 1 of 3 of improvements to Sames Auto Arena which were initially discussed and requested by the Laredo City Council. Overall improvements will allow for the transfer of electricity from current electrical provider to generator backup power and will make the Sames Auto Arena available for shelter use during future emergencies. The purchase will be made utilizing the BuyBoard Cooperative Purchasing Contract # 657-21. Funding is available in the Sports and Community Venue Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

Consideration to purchase an Automatic Transfer Switch for the Sames Auto Arena from Bush Supply / CED Laredo, Laredo, TX, in the amount of $173,200.00. These improvements were initially discussed and requested by the Laredo City Council and the purchase will be made utilizing the BuyBoard Cooperative Purchasing Program Contract # 657-21. This Phase 1 is for the purchase of Auto Transfer Switch (ATS) equipment and supplies; Phase 2 will be the actual ATS electrical installation/setup and Phase 3 will be that actual purchase and installation of generators needed for backup power. Overall improvements will allow the transfer of electricity from current electrical provider to generator backup power. There is a 36-38 WEEK LEAD TIME on this equipment. This will make the Sames Arena available for future shelter use during City emergencies.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

It is recommended that City Council approves this motion.

Fiscal Impact

Fiscal Year:	2022
Bugeted Y/N?:	Y
Source of Funds:	Sports & Comm. Venue Fund
Account #:	256-7911-513-2010
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:

Funding is available in Sports & Community Venue Fund - Acct #256-7911-513-2010.

Attachments

CED Laredo Quote
Quote Sames Arena & K5-22-492026-1-1

CED - LAREDO
1010 E. CALTON RD. (REAR)

LAREDO TX 78041 USA
TEL: (956)722-4951 FAX: (956)722-0035
CONTACT: ALAN RUDDER

QUOTE FOR: CITY OF LAREDO
ACCT: X8-16795 CITY OF LAREDO

PO BOX 210
LAREDO, TX 78042
TEL: (956)791-7325

QUOTATION

PAGE 1

QUOTE #	DATE	REV #	REV DATE
1186049	06/30/2022	2	06/30/2022

QUOTE EXPIRES	PREPARED BY
07/30/2022	AR
SLS 0778	INSLS 1000
FOB SHIPPING POINT	FREIGHT PREPAID

CUST PO #
PO#
JOB NAME
SAMES ARENA ATS

LN	QTY	PRODUCT CODE	DESCRIPTION	PRICE	PER	EXT AMT
01	*	SERIES 300 3000A ATS 480/277 N3R				
02	2	MISC ASCO G03AUSA33000NGXM.11BE,40PB,44G,119M	3000A 3P 480/277 N3R ATS	60500.00	E	121000.00
03	*	SERIES 300 2500A ATS 208/120 N3R				
04	1	MISC ASCO G03AUSA32500CGXM,11BE,40TB,44G,119M	2500A 3P 208/120 N3R ATS	52200.00	E	52200.00
05	*	36-38 WEEK LEAD TIME				

TOTAL: 173200.00**

PLEASE NOTE: This is not an offer to contract, but merely a quotation of current prices for your convenience and information. Orders based on this quotation are subject to your acceptance of the terms and conditions located at sales.our-terms.com, which we may change from time to time without prior notice. We make no representation with respect to compliance with job specifications.

Address all Orders and Replies To:
ASCO Power Technologies
10900 Equity Dr.
Equity Bldg
Houston TX 77041
Fax No : (281) 829-2955

#1	ATS	AMPS: 3000	QTY: 2

Product	:	Series 300	Catalog Number	:	G03AUSA33000NGXM,11BE,40PB 44G,119M
Service Voltage / Hz	:	480V/60Hz	Optional Accessories	:	11BE,40PB,44G,119M
Bypass Isolation	:	Not Applicable	Product Description	:	300 Series, Automatic Service Entrance Transfer Switch
No. of Switched Poles	:	3	Neutral Configuration	:	Solid [A]
Withstand Rating: Frame = G, Switch Rating = 3000, Series = 300	:	See WCR table below	No. of Cables & Lug Size	:	See Applicable Outline Drawing
Enclosure	:	3R(M)-UL Type 3R secure double door enclosure (See Disclaimer 3)	Service	:	Three Phase, 4-wire
Extended Warranty	:	Not Included	Markings	:	
Price Each:					
Extended Price:					
Shipping to Zip Code	:		Not Included		
Start Up Price to Zip Code	:		Not Included		
Estimated Shipment Period:	:		34 - 36 Week(s) (after final approval and release to Manufacturer)		

Address all Orders and Replies To:
ASCO Power Technologies
10900 Equity Dr.
Equity Bldg
Houston TX 77041
Fax No : (281) 829-2955

#	ACCESSORY DESCRIPTIONS	
	Accessory Code	Description
1	11BE	Adds the following features to the Group G controller: (1) Serial RS-485 Modbus Communications (2) Multi-Schedule Engine Exerciser (3) a 300 Entry Event Log and (4) a common alarm output function. When applied on 3-phase systems it also enables: (1) 3-Phase Emergency Source VLL sensing (2) Phase Rotation Monitoring (3) Emergency Source VLL Unbalance Monitoring.
2	40PB	Normal and Emergency Reversed (Available on all frames and sizes)
3	44G	Strip heater w/ thermostat, wired to load terminals: 208-600 volts
4	119M	Energy Reducing Maintenance Switch (ERMS) ERMS lowers the instantaneous pickup setting, utilizes a faster acting instantaneous trip function, or activates an alternate set of trip settings on a breaker to provide reduced arc flash incident energy. To be used on service entrance rated switches containing Square D breakers with MicroLogic 5.0/6.0 P/H trip units Customer is responsible for all trip unit settings.

Address all Orders and Replies To:
ASCO Power Technologies
10900 Equity Dr.
Equity Bldg
Houston TX 77041
Fax No : (281) 829-2955

#2	ATS	AMPS: 2500	QTY: 1

Product	:	Series 300	Catalog Number	:	G03AUSA32500CGXM,11BE,40TB 44G,119M
Service Voltage / Hz	:	208V/60Hz	Optional Accessories	:	11BE,40TB,44G,119M
Bypass Isolation	:	Not Applicable	Product Description	:	300 Series, Automatic Service Entrance Transfer Switch
No. of Switched Poles	:	3	Neutral Configuration	:	Solid [A]
Withstand Rating:	:	See WCR table below	No. of Cables & Lug Size	:	See Applicable Outline Drawing
Frame = G, Switch Rating = 2500, Series = 300					
Enclosure	:	3R(M)-UL Type 3R secure double door enclosure (See Disclaimer 3)	Service	:	Three Phase, 4-wire
Extended Warranty	:	Not Included	Markings	:	
Price Each:					
Extended Price:					
Shipping to Zip Code	:		Not Included		
Start Up Price to Zip Code	:		Not Included		
Estimated Shipment Period:	:		36 - 38 Week(s) (after final approval and release to Manufacturer)		

Address all Orders and Replies To:
ASCO Power Technologies
10900 Equity Dr.
Equity Bldg
Houston TX 77041
Fax No : (281) 829-2955

#	ACCESSORY DESCRIPTIONS	
	Accessory Code	Description
1	11BE	Adds the following features to the Group G controller: (1) Serial RS-485 Modbus Communications (2) Multi-Schedule Engine Exerciser (3) a 300 Entry Event Log and (4) a common alarm output function. When applied on 3-phase systems it also enables: (1) 3-Phase Emergency Source VLL sensing (2) Phase Rotation Monitoring (3) Emergency Source VLL Unbalance Monitoring.
2	40TB	Normal and Emergency Reversed (Available on all frames and sizes)
3	44G	Strip heater w/ thermostat, wired to load terminals: 208-600 volts
4	119M	Energy Reducing Maintenance Switch (ERMS) ERMS lowers the instantaneous pickup setting, utilizes a faster acting instantaneous trip function, or activates an alternate set of trip settings on a breaker to provide reduced arc flash incident energy. To be used on service entrance rated switches containing Square D breakers with MicroLogic 5.0/6.0 P/H trip units Customer is responsible for all trip unit settings.

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Houston TX 77041
Fax No : (281) 829-2955

Sub Total - Product Net Price (Excludes Shipping & Handling, Warranty and Start Up)	
Shipping and Handling (Standard Ground) to Zip Code:	**Not Included**
Start up Price to zip code :	***Not Included***
Extended Warranty	**Not Included**
Estimated Shipment Period	**36 - 38 Week(s) (after final approval and release to Manufacturer)**
Total Net Price	

Notes:

ASCO Power Technologies reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current Covid-19 epidemic or events subsequent to this epidemic / pandemic including changes in laws, regulations, by laws or direction from a competent authority.

1. This proposal is based on a brief description of the customer. No Drawing and Specification provided.
2. Start-up and/or training are not included in this proposal.
3. Standard Warranty is provided. The Warranty is from the date of shipment from the factory.
4. Unit uses standard soft key pushbutton for transfer.
5. Standard: maximum of 2 sets Aux contacts.
6. These are provided with Standard Al/Cu Mechanical Lugs-Cable.
7. Switches are Normal top entry, Load and Emergency Bottom out. Please check the conduit area if enough for the required entry of cables.

Attached ASCO Terms and Conditions of Sale apply. ASCO Power and Services TCs Rev May 2022.pdf.

This quotation does not include applicable sales tax. If tax exempt, please provide a copy of your tax exemption certificate. Otherwise sales tax will be added.

This quotation supersedes any other discussions on quotations you may have received from ASCO pertaining to subject Sames Arena.

Address all Orders and Replies To:
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10900 Equity Dr.
Equity Bldg
Houston TX 77041
Fax No : (281) 829-2955

Disclaimers

1. This proposal is based on information supplied to ASCO which may or may not have been correct or complete. The customer is responsible for reviewing this proposal for compliance with the complete and final drawings and specifications.
2. Shipping & Handling charges are estimates only. Actual charges may vary based on final ship to address of item.
3. ASCO Power remains committed to supplying our customers. In doing so, ASCO Power operates strictly within the law applicable to our activities anywhere in the world. As such, we are monitoring the situation in Ukraine closely and adhering to all the applicable sanctions and laws. Please see the updated Export Control Obligations in Section 17 of our attached Terms and Conditions of Sale.
4. Type 3R enclosures provide a degree of protection against falling rain or snow, but may not be suitable for outdoor applications involving wind-blown rain or snow without a separate or supplemental shelter. Consult customercare@ascopower.com for guidance if the switch will be subjected to wind-blown rain or snow.

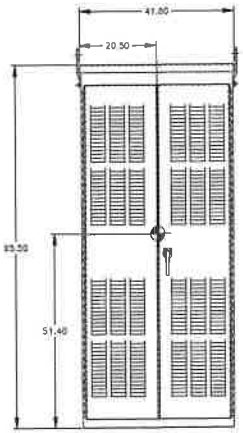
ASCO UL1008 Withstand and Closing Ratings [1,2,7]
(RMS Symmetrical Amps)

Frame	Switch Rating (Amps)		300, 4000 & 7000 Series							4000 & 7000 Series				7000 Series							
			Current Limiting Fuses				Specific Breaker			Time Based				Short Time Ratings[3] (sec)							
														480V Max.				600V Max.			
	Transfer Switches	Bypass Switches	480V Max.	600V Max.	Max Size, A	Class	240V Max.	480V Max.	600V Max.	Time (sec)	240V Max.	480V Max.	600V Max.	.13	.2	.3	.5	.1	.13	.3	.5
D	30	-	100kA	-	300	J	22kA	22kA	10kA	0.025	10kA	10kA	10kA	-				-			
			200kA	35kA	200	J															
			35kA	35kA	200	RK1															
D	70, 100	-	35kA	35kA	200	RK1	150kA	85kA	25kA	0.025	10kA	10kA	10kA	-				-			
			200kA	35kA	200	J															
D	150	-	35kA	35kA	200	RK1	150kA	85kA	25kA	0.025	10kA	10kA	10kA	-				-			
			200kA	35kA	200	J															
D	200	-	200kA	35kA	200	J	200kA	85kA	14kA	0.025	10kA	10kA	10kA	-				-			
			35kA	35kA	200	RK1															
D	230	-	100kA	-	300	J	200kA	85kA	14kA	0.025	10kA	10kA	-	-				-			
E	260, 400	-	200kA	-	600	J	65kA	42kA	22kA	0.05	35kA	35kA	22kA	-				-			
J	150, 200, 260	150, 200, 230, 260	200kA	200kA	600	J	200kA	200kA	42kA	0.05	65kA	42kA[5]	35kA	7.5kA		-		-			
					800	L															
J	400	400	200kA	200kA	600	J	65kA	50kA	42kA	0.05	65kA	42kA[5]	35kA	7.5kA		-		-			
					800	L															
J	600	600	200kA	200kA	800	L	65kA	85kA	42kA	0.05	65kA	42kA[5]	35kA	7.5kA[9]		-		-			
			200kA	200kA	600	J															
H[8]	600	600	200kA	200kA	1600	L	65kA	150kA	65kA	0.05	50kA	50kA	50kA	36kA			-	36kA			-
P[8]	600	600	200kA	200kA	1600	L	65kA	150kA	65kA	0.05	50kA	50kA	50kA	36kA			30kA	36kA			-
P[8]	800	800 - 1200	200kA	200kA	1600	L	65kA	150kA	65kA	0.05	50kA	50kA	50kA	36kA			30kA	36kA			-
H	800 - 1200	800 - 1200	200kA	200kA	1600[4]	L	65kA	150kA	65kA	0.05	50kA	50kA	50kA	36kA			-	36kA			-
Q[8]	600-1600	600-1600	200kA	200kA	2000	L	65kA	65kA	65kA	0.05	65kA	65kA	65kA	50kA				50kA			
S[8]	800 - 1200	800 - 1200	200kA	200kA	2500	L	100kA	100kA	65kA	0.05	100kA	100kA	65kA	65kA				65kA			
G[8]	1000 - 1200	1000 - 1200	200kA	200kA	2000	L	85kA	85kA	85kA	0.05	85kA	85kA	85kA	-				-			
G	1600 - 2000 (Front Connected TS Only)		200kA	200kA	2500	L	85kA	85kA	85kA	0.05	85kA	85kA	85kA	42kA			36kA	-			
G[8]	1600 - 2000	1600 - 2000	200kA	200kA	3000	L	200kA	200kA	100kA	0.05	100kA	100kA	100kA	42kA			36kA	42kA			-
S[8]	1600 - 2000	1600 - 2000	200kA	200kA	2500	L	100kA	100kA	85kA	0.05	100kA	100kA	85kA	85kA			65kA	85kA			65kA
G	2600 - 3000	2600 - 3000	200kA	200kA	4000	L	125kA[6]	125kA[6]	100kA	0.05	100kA	100kA	100kA	42kA			36kA	42kA			-
G[8]	3200	-	200kA	-	4000	L	100kA	100kA	-	0.05	100kA	100kA	-	-				-			
G	4000	4000	200kA	200kA	5000	L	100kA	100kA	100kA	0.05	100kA	100kA	100kA	85KA		65kA		65kA			
U[8]	2600 - 4000	2600 - 4000	200kA	200kA	5000	L	125kA	125kA	125kA	0.05	125kA	125kA	125kA	100kA				100kA			

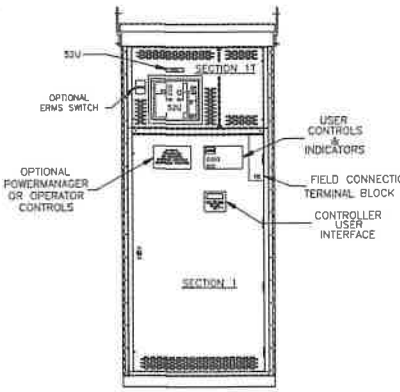
Notes:
1) All WCR values indicated are tested in accordance with the requirements of UL 1008, 7th Edition. See ASCO Pub. 1128 for more WCR information
2) Application requirements may permit higher WCR for certain switch sizes.
3) Short Time ratings are provided for applications involving circuit breakers that utilize trip delay settings for system selective coordination
4) Max fuse rating is 1200A on front connected H frame switches
5) Switches utilizing overlapping neutral (code "C") have 35kA, 0.050 Sec time based rating at 480V Max
6) Rating shown is for Bypass switches only, Transfer Switch rating is 100kA
7) See ASCO for Service Entrance Switch ratings
8) These frames are only available on the 7000 Series product
9) Short Time Rating applies to 600A Bypass switch only, the 600A Transfer Switch does not have a Short Time Rating

3-Aug-21

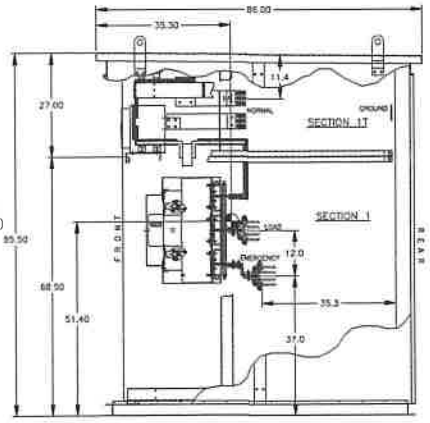
Internal



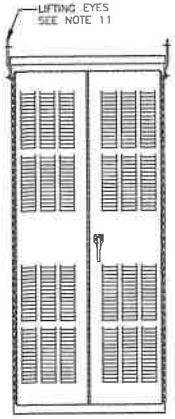
FRONT VIEW



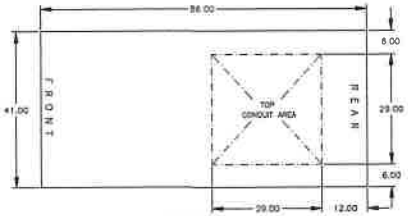
FRONT VIEW
WITHOUT EXTERIOR DOORS



SIDE VIEW



REAR VIEW



TOP VIEW

GENERAL NOTES

1. FLOOR MOUNTED ENCLOSURE.
   TYPE 3R CONSTRUCTED FROM CODE GAUGE STEEL.
   FINISH: TYPE 3R, ANSI 61 GRAY POLYESTER SEMI GLOSS ELECTROSTATIC POWDER.
   TYPE 3RX EXTERIOR CONSTRUCTED FROM CODE GAUGE STAINLESS STEEL.
   (R) EXTERIOR CONSTRUCTED FROM TYPE 304 STAINLESS STEEL.
   (S) EXTERIOR CONSTRUCTED FROM TYPE 316 STAINLESS STEEL.
2. EXTERIOR DOORS HAVE PADLOCKABLE HANDLES WITH 3-POINT LATCH
3. DESIGNED FOR FRONT & REAR ACCESS.
4. RECOMMENDED CLEARANCES: FRONT: 38" REAR: 36"
5. EXTERIOR VENTS ARE SUPPLIED WITH POLYESTER DUST FILTERS.
6. LIFTING PLATES: SECTIONS ARE SUPPLIED WITH LIFTING PLATES. INSPECT PLATES FOR DAMAGE AND TORQUE BOLTS TO 45 FT LBS BEFORE USE. REFER TO ANSI/NEMA PB 2.1 FOR PROPER HANDLING OF EQUIPMENT. AFTER INSTALLATION OF SECTION, REMOVE LIFTING PLATES. REINSTALL BOLTS INTO EXTERIOR HOLES AND TORQUE TO APPROXIMATELY 20 FT LBS.
7. SECTION 1 AND SECTION 1T SHIP AS ONE UNIT.
8. ⊕ CENTER OF GRAVITY
9. APPROXIMATE WEIGHT: 2267LB.

SYSTEM NOTES

1. SYSTEM RATING: 2500 AMPS, 3000 AMPS, 3ϕ, 4W.
   SHORT CIRCUIT RATING= 100,000 RMS SYM AMPERES @ 480V.
   THE EMERGENCY SOURCE MUST BE PROTECTED BY A REMOTE OVERCURRENT PROTECTION DEVICE AS LISTED ON THE MARKINGS ON THE TRANSFER SWITCH.
2. ALL BUS IS SILVER-PLATED COPPER, BASED ON 800A PER SQ. IN. DENSITY.
3. GROUND BUS: 20% RATED.
4. NEUTRAL BUS: 100% RATED.
5. APPLICABLE LABELS: U.L. 891 - SUITABLE ONLY FOR USE AS SERVICE EQUIPMENT.

TRANSFER SWITCH

1. G FRAME AUTOMATIC TRANSFER SWITCH 2500A - 3000A.
2. TRANSFER SWITCH RATING: 2600 AMPS, 3000 AMPS,
   SHORT CIRCUIT RATING WHEN PROTECTED BY A CIRCUIT BREAKER TIME RESPONSE, MAXIMUM 0.05 SECONDS: 100,000 RMS SYM @ 480V
3. A FULL RATED NEUTRAL CONNECTION FOR EACH SOURCE AND THE LOAD IS OPTIONAL. WHEN PROVIDED IT IS IN ONE OF THE FOLLOWING FORMATS.
   A. SOLID NEUTRAL
   B. SWITCHED NEUTRAL POLE
   C. OVERLAPPING NEUTRAL POLE
4. UL 1008

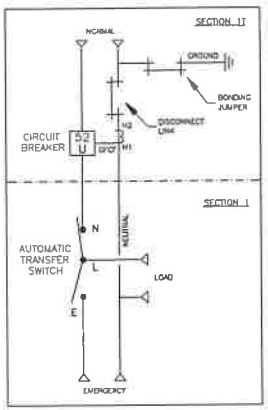
TERMINATIONS 2500-3000 AMPS

1. SUPPLIED WITH MECHANICAL (SCREW TYPE) LUGS FOR CU/AL CABLE:
   NORMAL: (12) 1/0 - 600MCM PER PHASE & NEUTRAL
   LOAD: (12) 1/0 - 600MCM PER PHASE & NEUTRAL
   EMERGENCY: (12) 1/0 - 600MCM PER PHASE & NEUTRAL
   GROUND: (36) 1/0 - 600MCM
   A. SUITABLE WIRE BENDING SPACE IS PROVIDED AS PER NEC.
2. OPTIONAL LUGS MAY BE SUPPLIED.

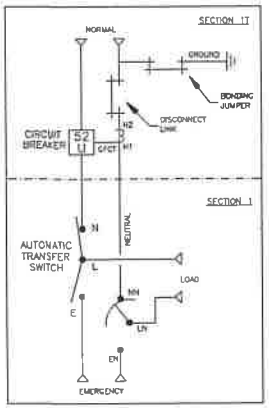
SERVICE ENTRANCE BREAKER: ITEM 52U

1. SQUARE "D" 100% RATED, TYPE 'NW',3000AF/3000AT OR 2500AF/2500AT STATIONARY MOUNTED MANUALLY OPERATED, WITH LONG DELAY, SHORT DELAY, INSTANTANEOUS AND GROUND FAULT TRIP SETTINGS
2. OPTIONAL ENERGY REDUCTION MAINTENANCE SETTING (ERMS) SYSTEM MAY BE SUPPLIED.
3. U.L. 489

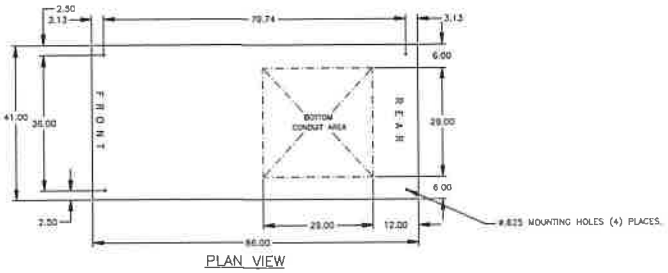
ONE LINE DIAGRAMS



(WITH SOLID NEUTRAL)



(WITH SWITCHED/OVERLAPPING NEUTRAL)



PLAN VIEW

F	279158	VMA	RH	06-06-18
	SEE ECN			
E	268505	BC	RH	08/24/15
	SEE ECN			
D	231836	LR	RH	05/03/11
	SEE ECN			
C	221423	DM	RH	1/19/09
	ADDED "100% RATED"			
B	218103	AC	RH	04/23/08
	SEE ECN			
A	214574	TR	RH	8/3/07
	SEE ECN			

PROJECT NAME:

OUTLINE — MOUNTING

CAUS 2500A - 3000A, NW SERVICE ENTRANCE BREAKER ON NORMAL.
TYPE DR/3RX 96 X 41 X 86

THIRD ANGLE PROJECTION

	BY	DATE
DRAWN BY	BTR	6-21-07
CHECKED		
PRODUCT APPROVAL		
FINAL APPROVAL		

MANUFACTURING PROCESSES TO BE IN ACCORDANCE WITH ASCO PROCEDURE SPM-003 FOR ELECTRIC PARTS SEE SPM-1-003.

ASME Y14.5M

COMPUTER GENERATED DRAWING

SCALE NONE SIZE D51

DWG. NO. 754577-053

REV. F SAP 279158 SHT 1 OF 1

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ASCO® ASCO Power Technologies, LP. FLORHAM PARK, NEW JERSEY 07932, U.S.A.

ASCO Power Technologies, L.P. and ASCO Power Services, Inc. Standard Terms and Conditions of Sale

1. **Contract Terms**. These Standard Terms and Conditions of Sale ("Conditions of Sale") shall apply to any purchase or procurement of Products or Services by the legal entity procuring such Products or Services ("Purchaser") from the legal entity (ASCO Power Technologies, L.P. or ASCO Power Services, Inc.) that provided the proposal or is selling the Products and Services ("Seller"). To the extent that there is a conflict between these Conditions of Sale and a valid signed master agreement between the Purchaser and Seller, the specific conflicting terms of the master agreement shall prevail. To the extent that there is a conflict between these Conditions of Sale and another set of Seller terms and conditions issued to the Purchaser as part of the proposal or quotation process, the specific conflicting terms of the proposal or quotation document shall prevail. Any other variation from these Conditions of Sale shall require the signed consent of an authorized Seller representative and these terms and conditions supersede any prior or contemporaneous agreements or correspondence between the parties except as provided above. Seller's acceptance of Purchaser's purchase order is expressly conditional on Purchaser's assent to all of Seller's Conditions of Sale, and Purchaser specifically acknowledges and agrees that any purchase order issued by Purchaser shall operate only to establish payment authority for Purchaser's internal accounting purposes. Any such purchase order issued by Purchaser shall not be considered as a counteroffer, addition, amendment, modification or other revision these Conditions of Sale, and any terms or conditions contained in Purchaser's purchase order shall be of no force and effect. Purchaser's acceptance of the Products or Services will manifest Purchaser's assent to these Conditions of Sale.

2. **Prices**. Unless otherwise stated in an applicable quotation or proposal from Seller, the price quoted or specified by Seller for the Products or Services shall remain in effect for thirty (30) days after the date of Seller's quotation provided Seller receives and accepts from Purchaser a purchase order and an unconditional release to manufacture the Product and/or perform the Services within such time period. If such purchase order and release is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Products and/or Services to Seller's price for the Products and/or Services then in effect at the time of shipment of the Product and/or performance of the Services. All clerical errors are subject to correction. Services Terms: Additional charges will be billed to Purchaser at Seller's then prevailing labor rates for any of the following: (a) any Services not specified in Seller's quotation, Seller's order acknowledgement, Seller's scope of work, or other documents referenced herein and therein; (b) any Services performed at times other than Seller's normal service hours; (c) if timely and reasonable site and/or equipment access is denied the Seller service representative; (d) if it is necessary, due to local circumstances, to use union labor or hire an outside contractor, Seller Service personnel will provide supervision only and the cost of such union or contract labor will be charged to Purchaser; (e) if Service or repair is necessary to return equipment to proper operating condition as a result of other than Seller (i) maintenance, repair, or modification (including, without limitation, changes in specifications or incorporation of attachments or other features), (ii) misuse or neglect, (including, without limitation, failure to maintain facilities and equipment in a reasonable manner), (iii) failure to operate equipment in accordance with applicable specifications, and (iv) catastrophe, accident, or other causes external to equipment; (f) Seller's performance is made more burdensome or costly as a result of Purchaser's failure to comply with its obligations herein; or (g) any additional obligations or requirements, including but not limited to those related to insurance requirements, service delivery, building entry, or technical training. Seller is under no obligation to remove or dispose of parts or equipment unless specifically agreed upon in Seller's scope of work. Seller removed parts become the property of Seller. Purchaser shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Services are being provided to Purchaser and for a period of one (1) year after the last provision of Services.

3. **Taxes**. Unless otherwise set out in Seller's proposal or quotation, prices do not include taxes, duties or any other governmental levies, all of which are payable by Purchaser. Except as may be otherwise provided in the relevant Purchase Order, the price excludes all present or future sales taxes, revenue or excise taxes, value-added taxes, import and export duties and any other taxes, surcharges or duties now existing or hereafter imposed by governmental authorities upon equipment and/or services quoted by Seller. The Purchaser shall be responsible for all such taxes, duties and charges resulting from these Conditions of Sale or any associated purchase. Seller is required to impose taxes on orders and shall invoice the Purchaser for such taxes and/or fees according to applicable law, statutes, or regulations, unless Purchaser furnishes the Seller at the time of order with a properly completed exemption certificate(s) acceptable to the authorities imposing the tax or fees. Any changes in foreign exchange rates, sales taxes, customs tariffs or other taxes shall be chargeable to the Purchaser.

4. **Terms of Payment**. Terms are net 30 days from date of invoice. Late payments will be subject to interest charges at the rate of two percent (2%) per month. If at Purchaser's request, shipments are delayed beyond the scheduled date, payments for the Products and Services completed to date will be invoiced to the Purchaser, as a percentage of the total Purchase Order price when Seller was originally prepared to ship. Products held for the Purchaser shall be at the risk and expense of the Purchaser. If shipment of Products and/or completion of Services is delayed more than 30 days after originally scheduled delivery date and not caused solely by Seller, Seller reserves the right to ship all Products to the Purchaser who will accept responsibility for Products including payment. Failure to pay any applicable payment on its due date shall automatically cause all installment amounts to become payable and in addition to Seller's other lawful remedies, Seller reserves the right to suspend or cancel the PO. If Purchaser fails to pay Seller for the Products and Services, Seller reserves the right to file in its sole discretion any liens, charges, security interests, or similar encumbrances against the applicable property, building, land, or Products and Services and Purchaser consents to such filings and registrations. Purchaser shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts.

5. **Delivery and Schedule**. While Seller will use all reasonable commercial efforts to maintain the delivery date(s) and/or performance dates acknowledged or quoted by Seller, all shipping dates and/or performance dates are approximate and not guaranteed.

6. **Risk of loss**. Unless otherwise specifically agreed by the Parties, the Products are delivered FCA Seller's shipping point (Incoterms 2010) with Purchaser responsible for all official export formalities, authorizations, risks and expenses as may be applicable for export from the country of shipment, and title and risk of loss or damage shall pass to the Purchaser upon collection of the Products by the first carrier at Seller's premises, plants or warehouses. Delivery of Products by Seller will be deemed to be made to the Purchaser upon obtaining a signed receipt from the carrier showing receipt of the Products in good order.

7. **Substitutions**. Seller may furnish suitable substitutes for Products unobtainable because of priorities or regulations established by governmental authority or non-availability of materials from suppliers, provided such substitutions do not adversely affect the technical soundness of the Products. Seller assumes no liability for deviation from published dimensions and descriptive information not essential to proper performance of the Products.

8. **Shortage**. Claims for shortages or errors must be submitted to Seller within 30 days after invoice date, and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by the Purchaser.

9. **Installments**. Seller reserves the right to make shipments in installments, unless otherwise expressly stipulated in a specific Purchase Order; and all such installments when separately invoiced shall be paid for when due per invoice without regard to subsequent shipments. Delay in shipment of any installment shall not relieve Purchaser of its obligation to accept remaining shipments.

10. **Force Majeure**. Seller will be excused from and not be liable for any non-performance of a Purchase Order if such delay or non- performance is due to any cause beyond the reasonable control of Seller, or which Seller could not reasonably foresee or reasonably provide against, and which prevents Seller from carrying out the terms of the Purchase Order. This includes but is not limited to the following: war, revolution, insurrection or hostilities (whether declared or not), riot, economic upheaval, civil commotion or uprising, flood, earthquake, tempest, hurricane, lightning or other natural disaster; fire or explosion; strike, lockout or other industrial disturbance whether at Seller or one of its suppliers; sabotage, accident, embargo, car shortage, wrecks or delays in transportation, non-delivery of materials or order or action of government authority. Any delay resulting from such cause shall extend the date of delivery accordingly. Seller reserves the right to cancel a Purchase Order, if in its opinion such circumstances threaten or cause extended delay in the performance thereof.

11. **Standard Warranty**. Seller warrants: (a) Products manufactured by Seller under its own brands and supplied by Seller as part of the Purchase Order, are subject to Seller's standard warranty that is applicable to the specific product at the time of purchase, and its terms, conditions and limitations are incorporated by reference herein (a "Standard Warranty"). (b) Services performed by Seller's personnel as part of the Purchase Order, if any, will be

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performed by qualified personnel with care, skill and diligence, in accordance with the applicable generally accepted standards recognized by the industry, and shall be free from faulty workmanship for a period of thirty (30) days from completion of the Services. For Services that include a Modification, the warranty for such Modification shall be one (1) year from the date of shipment of such by Seller. A "Modification" is integrating new controls and/or switchgear components into existing switchgear or upgrading an automatic transfer switch with new components or accessories. Exclusive Warranty Remedies: In the event of any warranty covered defects or deficiencies in Products in subsections (a) above, or Services in subs. (b) above, the sole and exclusive obligation of Seller shall be to re-perform the Services, or repair or replace the defective Products or part of the Products, at Seller's sole discretion. Such warranty coverage is contingent on Purchaser providing prompt notification to Seller once such defect or deficiency is reasonably apparent to Purchaser. Exclusions & Limitations: This warranty shall not apply (a) to Products not manufactured by Seller, (b) Services not provided directly by Seller, (c) to Products or Services that has been repaired or altered by anyone other than Seller so as, in Seller's judgment, affects the same adversely, (d) Seller's conformance with Buyer's design of the Products or Software; or (e) to Products or Services that appear to be subjected to negligence, accident, or damage by circumstances beyond Seller's control, or improper any non-Seller operation, maintenance or storage, or to other than normal use or service. Unless specifically covered in a Standard Warranty, the foregoing warranties do not cover reimbursement for labor, transportation, removal, installation, temporary power, or any other expenses that may be incurred in connection with repair or replacement. THESE WARRANTIES, CONDITIONS, AND EXCLUSIONS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, REPRESENTATIONS AND GUARANTEES (EXCEPT WARRANTIES OF TITLE), INCLUDING, BUT NOT LIMITED, TO IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS MAY BE PROVIDED IN WRITING BY SELLER, SELLER SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES WHATSOEVER THAN AS STATED ABOVE WITH REGARD TO PRODUCTS AND SERVICES SOLD BY SELLER TO PURCHASER. Non-Seller Products or Services: With respect to Products not manufactured by Seller, or Services provided by non-Seller providers, the warranty obligations of Seller shall in all respects conform and be limited to the warranty actually extended to Seller by such non-Seller supplier.

12. **Return of Products**. No Products may be returned without first obtaining Seller's written permission and a returned material identification tag. Returned Products must be of current manufacture, in the original packaging, unused, undamaged and in saleable condition. Returned Products must be securely packed to reach Seller without damage and labeled with the return authorization number. For any returns, Seller will be pay the carrier and deduct the freight charges from the credit unless if returns result from Seller error, freight charges will be paid by Seller. Any cost incurred by Seller to put Products in first class condition will be charged to the Purchaser. Returns must originate from the original Purchaser account number. Returns will be credited at the original price paid as indicated on the invoice or Purchase Order associated to the Products being returned as provided by the Purchaser. If no invoice number or Purchase Order number is provided, then credit will be issued based on the into stock price in effect 12 months prior to date of return authorization and will also have an additional 25% processing fee applied. Seller Products, which are listed in the current product list as returnable and which are accepted for credit, not involving a Seller error, shall be assessed a restocking fee of 25% of the invoice price.

13. **Intellectual Property**. Seller retains ownership of all right, title and interest (including copyright and patent rights) in and to the intellectual property relating to Products and Services and work product relating to thereto, including, but not limited to, documentation, prints, and drawings. Nothing in these Conditions of Sale constitutes a transfer or conveyance of any right, title or interest in such intellectual property, including without limitation any software or firmware contained in those, except the limited right to use it as provided in the documentation. As to Products proposed and furnished by Seller, Seller shall defend any suit or proceeding brought against Purchaser so far as based on a claim that such Products constitute an infringement of any copyright, trademark or patent in the United States or Canada. This obligation shall be effective only if Purchaser shall have made all payments then due hereunder and if Seller is notified promptly in writing and given authority, information, and assistance at Seller's expense for the defense of the same. In the event the use of such Products by Purchaser is enjoined in such a suit, Seller shall, at its expense, and at its sole option, either (a) procure for the Purchaser the right to continue using such Products, (b) modify such Products to render them non-infringing, or (c) replace such Products with non-infringing Products. Seller will not be responsible for any compromise or settlement made without its written consent. The foregoing states the entire liability of Seller for patent, trademark or copyright infringement, and in no event shall Seller be liable if any infringement charge is based on the use of Seller Products for a purpose other than that for which it was sold by Seller. As to any Products or Services furnished by Seller to Purchaser and manufactured or provided in accordance with designs proposed by Purchaser, the Purchaser shall indemnify Seller against any award made against Seller for patent, trademark, or copyright infringements.

14. **Software**. Any software or computer information, in whatever form that is provided with Products manufactured by Seller or as part of Services, is licensed to Purchaser solely pursuant to standard licenses of Seller or its supplier of such software or computer information which licenses are hereby incorporated by reference and are available upon request. Seller does not warrant that such software or computer information will operate error-free or without interruption, and warrants only that during the warranty period applicable to the Products that the software will perform its essential functions. If such software or computer information fails to conform to such warranty, Seller will, at its option, provide an update to correct the non-conformance or replace the software or computer information with the latest available version containing a correction. Seller shall have no other obligation to provide updates or revisions.

15. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANY PROVISION OF THESE CONDITIONS OF SALE OR ANY OTHER CONTRACT DOCUMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY, ITS OFFICERS, DIRECTORS, AFFILIATES OR EMPLOYEES BE LIABLE FOR ANY FORM OF INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PRODUCTION, LOSS OF PRODUCT, LOSS OF REVENUE, PROFITS OR LOSS OF DATA DAMAGES WHETHER SUCH DAMAGES ARISE IN CONTRACT OR TORT, IRRESPECTIVE OF FAULT, NEGLIGENCE OR STRICT LIABILITY OR WHETHER SUCH PARTY HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OTHER PROVISION OF THESE CONDITIONS OF SALE OR ANY OTHER CONTRACT DOCUMENT TO THE CONTRARY, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE MAXIMUM LIABILITY OF SELLER FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY THE PURCHASER TO SELLER FOR THE PRODUCTS AND/OR SERVICES GIVING RISE TO A CLAIM. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF PURCHASER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE.**

16. **Insurance**. Seller shall maintain reasonable insurance coverage (e.g., commercial general liability, worker's compensation, automobile) in such amounts as Seller deems appropriate in accordance with industry practice. Certificate of insurance evidencing this may be provided on request.

17. **Import and Export**. Purchaser (i) acknowledges and agrees that Products are subject to U.S., EU and other export control laws, and remain subject to such controls following delivery, and may not exported, re-exported or transferred (in-country) to any other territory, end-use or end-user except as authorized by U.S., EU laws and regulations, in addition to the export control laws of any other applicable jurisdiction; (ii) represents, warrants and covenants that it shall not directly or indirectly take any action to engage in or facilitate the export, re-export or transfer (in-country) of these items, any part thereof, or to the extent applicable any direct product thereof, without the required authorization under U.S., EU and other applicable laws to any of the following: (a) any territory subject to Embargoes and Other Special Controls under EU or U.S. Export Administration Regulations (including as of the date hereof, Russia, Belarus, Crimea and other Covered Regions of Ukraine including Donetsk and Luhansk, Cuba, Iran, Syria, and North Korea); (b) any other country or territory to which such export or re-export is restricted or prohibited under EU, U.S. laws and, to the extent applicable, the laws of any other jurisdiction; (c) any individual or entity that is (x) included on any lists of sanctioned individuals or entities maintained by the United Nations, the United Kingdom, the United States, or the European Union, and any other relevant jurisdiction including but not limited to the following lists: the Specially Designated Nationals and Blocked Persons List, the Foreign Sanctions Evaders List, the Sectoral Sanctions Identifications List, the Non-SDN Communist Chinese Military-Industrial Complex Companies List and any other lists administered by OFAC, as amended from time to time; the U.S. Denied Persons List, the U.S. Entity List, and the U.S. Unverified List, all administered by the U.S. Department of Commerce; the consolidated list of Persons, Groups and Entities Subject to EU Financial Sanctions, as implemented by the EU Common Foreign & Security Policy; and similar lists of

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restricted parties maintained by other relevant governmental authorities; (y) any person owned or controlled by, or acting on behalf of, any of the foregoing; or (z) any other person who is the target of sanctions and export control restrictions; or (d) any military end-use or military end-user (including army, navy, marine, air force, coast guard, national guard and national police, government intelligence or reconnaissance organizations, or any person or entity whose actions or functions are intended to support military end uses), any proliferation related end-use, or any other prohibited end-use under EU, U.S. and other applicable export control laws; and (iii) represents, warrants and covenants that it shall maintain reasonable compliance policies, procedures and controls designed to ensure compliance with the laws, regulations and undertakings set forth above, and shall not otherwise undertake any action that violates or would cause the Seller to violate EU, U.S. export control laws or the export control laws of any other applicable jurisdiction. Purchaser shall promptly (and any event within two business days) notify the Seller upon obtaining knowledge or reason to know that any of the representations, warranties and covenants above may no longer be accurate in relation to any item received from Seller.

18. **Health and Safety; Compliance**. Seller employees shall not perform Services that, in their sole opinion, are not free of reasonably foreseeable harm. This includes working on any equipment, whether provided by Seller, Purchaser or otherwise, that in such Seller employees' sole opinion has not been placed in an electrically safe working condition. Purchaser warrants that site and working conditions shall meet or exceed those specified by applicable Occupational Health and Safety Act and Regulations. Purchaser shall inform Seller of: (a) Known hazards, or reasonably foreseeable hazards, that are related to Seller's scope of Services and the site where the Services will be performed; and (b) Information about the worksite necessary to identify hazards and assess risk for the protection of the health and safety of Seller personnel. This information might include, but is not limited to: (i) Providing an accurate up-to-date single line diagram of the electrical distribution system; (ii) Providing relevant Workplace Hazardous Materials Information System (WHMIS) information such as Material Safety Data Sheets (MSDS) and floor plans indicating areas where hazardous materials are located and emergency exits for service rooms and other areas of operation; and (iii) Other site specific information relative to the Purchaser's operation, process and safety systems. Any hazardous materials requiring remediation in Seller's sole opinion will be separately chargeable to Purchaser and will be a condition precedent to Seller's performance of such Services. If the Purchaser has concerns related to ethics, compliance or ASCO Power/Schneider Electric's Principles of Responsibility, and/or any potential violations of these policies, Purchaser is welcome to make use of Schneider Electric's GreenLine. The GreenLine is Schneider Electric's global helpline for external stakeholders. It is a confidential channel through which Purchasers can ask questions and raise concerns. Reports can be made using the following link: https://secure.ethicspoint.eu/domain/media/en/gui/104677/index.html

19. **Witness of Tests & Factory Inspections**. Normal production schedules do not provide the opportunity for Purchaser to witness routine factory tests on Products or make factory inspections. Witnessing of tests or factory inspections by the Purchaser may result in delays of production for which Seller will not be responsible and which may result in additional charges and delayed scheduling to Purchaser. Witness testing and factory inspections must be requested at time of quotation, are subject to additional costs and must be confirmed at Purchase Order entry. Standard Seller factory testing and inspection will apply. Seller will notify Purchaser fourteen (14) calendar days prior to scheduled witness testing or inspection. In the event Purchaser is unable to attend, the Parties may mutually agree on a rescheduled date. However, Seller, at its sole option, may consider the witness tests or inspection waived, and ship and invoice the Products and the witness testing charges. Purchaser will be responsible for paying for all scheduled witness testing, whether or not Purchaserattends.

20. **Patterns and Tools**. Notice will be given if special patterns or tools are required to complete any Purchase Order. Charges for such patterns or tools do not convey title thereto or the right to remove them from Seller's plant. If patterns or tools are not used for a period of two years, Seller shall have the right to scrap them without notice.

21. **Nuclear Applications**. Unless otherwise agreed in writing by a duly authorized representative of Seller, Products sold hereunder are not intended for use in or in connection with any nuclear facility or activity. Purchaser hereby represents and warrants that such Products shall not be used in or in connection with any nuclear facility or activity. If so used, Seller disclaims all liability for any damage, injury or contamination; and Purchaser agrees and indemnifies Seller against any such liability, whether arising as a result of breach of contract, warranty or tort (including negligence) or otherwise.

22. **Nature of Relationship**. Purchaser agrees that Seller is an independent contractor and nothing in these Conditions of Sale creates between Seller and Purchaser a relationship of partners, joint venturers, or agents of each other, and no Party may so represent itself any of these manners.

23. **Termination**. Any Purchase Order may be terminated by the Purchaser only upon 30 days' notice to Seller and upon payment of reasonable and proper termination charges based on the price of the terminated Purchase Order and reimbursement of all costs and expenses associated with the order caused by such termination and shall include a reasonable profit. Special or custom ordered Products is not cancelable after final acceptance or approval of drawings for the commencement of manufacturing.

24. **Cancellation**. Seller shall have the right to cancel any Purchase Order at any time by written notice for any material breach of these Conditions of Sale by the Purchaser, including material delays by Purchaser or its authorized representatives in releasing Products for manufacture or approval drawings and excessive changes to specifications or drawings.

25. **Amendments**. No amendment, supplement, modification, waiver or termination of the Purchase Order or these Conditions of Sale is binding unless executed in writing by both parties.

26. **Applicable Laws**. All matters arising out of or relating to the execution, construction, interpretation or breach thereof, are to be governed by the laws of the state of New Jersey, excluding (i) such jurisdiction's rules regarding conflicts of laws, and (ii) the provisions of the *United Nations Convention on Contracts for the International Sale of Goods*. Seller agrees to bring any action claims or legal proceedings in any way pertaining to this Purchase Order, or the execution, construction, interpretation or breach thereof in the courts of the jurisdiction specified above and in no other court or tribunal whatsoever. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued.

27. **Indemnity.** Each party shall indemnify and hold the other party harmless from loss, damage, liability or expense resulting from damage to personal property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act or omission of the party providing indemnification or a party's subcontractors, agents or employees during performance of services hereunder. Such indemnification shall be reduced to the extent damage or injuries are attributable to others. The indemnifying party shall defend the other party in accordance with and to the extent of the above indemnification, provided that the indemnifying party is: (i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or injuries; (ii) given all reasonable information and assistance by the other party; (iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims, or the indemnifying party's obligations herein shall be deemed waived.

DISCLAIMER: The Purchaser acknowledges that the products or part thereof are produced in, or otherwise sourced from, or will be installed areas already affected by, or that may be affected in the future by, the prevailing COVID-19 epidemics/pandemic and that the situation may trigger stoppage, hindrance or delays in Seller's (or its subcontractors) capacity to produce, deliver, install or service the products, irrespective of whether such stoppage, hindrance or delays are due to measures imposed by authorities or deliberately implemented by the Seller (or its subcontractors) as preventive or curative measures to avoid harmful contamination exposure of Seller's (or its subcontractors') employees. The Purchaser therefore recognizes that such circumstances shall be considered as a cause for excusable delay not exposing the Seller to contractual sanctions including without limitation delay penalties, liquidated or other damages or termination for default.

Public

City Council-Regular

Meeting Date: 07/18/2022

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

Initiated By: Jose A. Valdez Jr.

Staff Source: Jose A. Valdez Jr.

SUBJECT

2022-R-125 Ordering and proclaiming a General City Election to be held on Tuesday, November 8, 2022; designating polling places; providing for publication; and authorizing the Interim 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, Laredo Independent School District, United Independent School District, and the Webb Consolidated Independent School District. Funding from the General Fund in the estimated amount of $81,425.31.

VENDOR INFORMATION FOR COMMITTEE AGENDA

Jose Luis Castillo, Elections Administrator for Webb County, Texas

PREVIOUS COUNCIL ACTION

Laredo City Council previously ordered and proclaimed an election back on August 3, 2020, for the General Election held November 2020.

BACKGROUND

The City Council by Charter shall hold an election for the following City Council Districts: I, II, III, VI, Mayor and Municipal Court Judge
every four years, which falls on November 8, 2022.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

N/A

Fiscal Impact

Fiscal Year:	2021 - 2022
Bugeted Y/N?:	Y

Source of Funds: Election Services

Account #: 101-1720-513.55-96

Change Order: Exceeds 25% Y/N: N

FINANCIAL IMPACT:

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 08, 2022, Joint General/ Election in accordance with the following schedule:

August 26, 2022: $ 65,140.24

December 1, 2022: $ 16,285.07

$ 81,425.31

Current year Financial Impact: **$ 65,140.24**

Attachments

General Election 2022

RESOLUTION NO. 2022-R-125

ORDERING AND PROCLAIMING A GENERAL CITY ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022; 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, 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 8th day of November, 2022, for the purpose of electing the **CITY COUNCIL MEMBER FOR DISTRICTS: I, II, III, and VI, MAYOR and MUNICIPAL COURT JUDGE.**

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 8th day of November, 2022, for the purpose of electing the aforementioned city officials:

CITY COUNCIL MEMBER FOR DISTRICTS: I, II, III, and VI, MAYOR and MUNICIPAL COURT JUDGE.

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 24, 2022 and shall continue through the fourth day preceding the date of the election, November 4, 2022. 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 29, 2022, which shall be open from 8:00 a.m. to 8:00 p.m., Sunday, October 30, 2022 from 12:00 p.m. to 6:00 p.m., and Monday through Friday, October 31, 2022 to November 4, 2022 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, 2022. 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") *Express Vote Universal Machines, DS200 Precinct Scanner & Tabulator* voting system to be used at each and every early voting and election day polling site in conjunction with the existing electronic ("DS450 High-speed Scanner & Tabulator") voting system, currently owned and operated by the County of Webb in the conduct of elections, for its General Election to be held November 8th , 2022.

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 Election with the County of Webb, the Laredo College, 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 Luis Castillo, 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 Interim City Manager to enter into an election services contract with the County Elections Administrator, COUNTY OF WEBB, and STATE OF TEXAS, to conduct said General Election and accept the terms and conditions as set forth in the contract attached hereto.

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 for the General November 8, 2022 Election, start at 8:00 a.m. on July 23, 2022 and close at 5:00 p.m. August 22, 2022.

DULY PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2022.

_____
PETE SAENZ
MAYOR

ATTESTED:

_____
JOSE A. VALDEZ JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
Doanh T. Nguyen
CITY ATTORNY

ELECTION CONTRACT
AND COST ESTIMATE

CITY OF
LAREDO
JOINT GENERAL/SPECIAL ELECTION

(with: Webb County, Cities of Rio Bravo, and El Cenizo, Laredo College , Laredo ISD, United ISD, and Webb Consolidated ISD)

NOVEMBER 08, 2022

(Submitted: 06/17/22)

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

THIS CONTRACT made on this _____day of **June, 2022**, by and between the **City of Laredo,** hereinafter referred to as "Party," and Jose Luis Castillo, 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 Election** of **November 08, 2022,** 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 of Laredo,** being one of several entities participating in this election that Jose Luis Castillo, 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) all necessary ADA compliant 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 08, 2022 Joint General/ Special Election** in accordance with the following schedule:

August 26, 2022:	**$ 65,140.24**
December 1, 2022:	**$ 16,285.07**
	$ 81,425.31

(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.

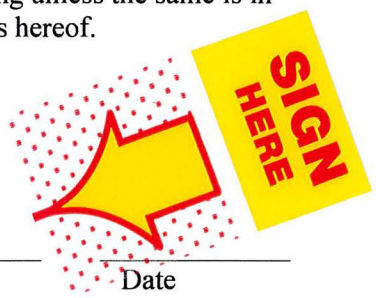
(d) It is further understood that in the case of a runoff election due to undecided races on the election, the cost of such runoff election will also be borne by the party and will be contracted for at such time.

(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 _____ _____
City of Laredo Date

By _____ _____
Jose Luis Castillo, Elections Administrator Date

EXHIBIT A

CITY OF LAREDO

COST ESTIMATE FOR NOVEMBER 8, 2022 JOINT GENERAL/SPECIAL ELECTION

1. STATISTICAL INFORMATION

A. PROJECTIONS

November 8, 2022 -City of Laredo

Early Voting:	***24,300***
Election Day:	***9,500***
Total voter turnout:	***33,800***
Registered voters:	***132,245***
Turnout percentage:	***25.56%***

B. ACTUAL TURNOUT

Early Voting:	*0*
Election Day:	*0*
Total voter turnout:	*0*
Registered voters:	
Turnout percentage:	*0.00%*

C.	**Number of election day polling sites:**	**70**
D.	**Number of polling sites shared with other entities:**	**70**
E.	**Number of sub-polling sites due to splits &/or Inside / Outside CL:**	**78**
F.	**Number of Public Buildings used as Election Day sites:**	**48**
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:**	**ExpressVote DS200 & DS450**
	2. Election Day:	**ExpressVote DS200 & DS450**

J. Number of ballots ordered *(including additional sheets)*
(Not including sample ballots or test deck): **60,000**

2. COST OF ELECTION OPERATIONS

		Cost	Cost per Precinct	No. of Precincts	TOTAL
A. BALLOTS					
1	Official	$ 44,750.00	$ 150.17	78	**$ 11,713.09**
2	Coding	$ 360.00	$ 1.21	78	**$ 94.23**
3	Sample	$ 360.00	$ 1.21	78	**$ 94.23**
4	Test	$ 360.00	$ 1.21	78	**$ 94.23**
5	Shipping	$ 1,500.89	$ 5.04	78	**$ 392.85**
B. PROGRAMMING					
1	Layout	$ 7,019.87	$ 23.56	78	**$ 1,837.42**
2	Coding	$ 6,000.00	$ 20.13	78	**$ 1,570.47**
3	Audio	$ 6,000.00	$ 20.13	78	**$ 1,570.47**
4	Preventive Maintenance	$ 4,400.00	$ 14.77	78	**$ 1,151.68**
5	Site Support	$ 4,864.00	$ 16.32	78	**$ 1,273.13**
C. RENT					
1	Tabulation/ DRE Equipment	$ 31,950.00	$ 107.21	78	**$ 8,362.75**
2	ED Site - Pct. 405	$ 150.00	$ 0.50	78	**$ 39.26**
3	ED Site - Pct. 310	$ 150.00	$ 0.50	78	**$ 39.26**
4	ED Site - Pct. 221	$ 150.00	$ 0.50	78	**$ 39.26**
5	ED Site - Pct. 124	$ 150.00	$ 0.50	78	**$ 39.26**
6	ED Site - Pct. 125	$ 150.00	$ 0.50	78	**$ 39.26**
7	ED Site - Pct. 128	$ 150.00	$ 0.50	78	**$ 39.26**
8	ED Site - Pct. 457	$ 150.00	$ 0.50	78	**$ 39.26**
9	ED Site - Pct. 360	$ 150.00	$ 0.50	78	**$ 39.26**
10	ED Site - Pct. 361	$ 150.00	$ 0.50	78	**$ 39.26**
11	ED Site - Pct. 362	$ 150.00	$ 0.50	78	**$ 39.26**
12	ED Site - Pct. 227	$ 150.00	$ 0.50	78	**$ 39.26**
13	ED Site - Pct. 340	$ 150.00	$ 0.50	78	**$ 39.26**
14	ED Site - Pct. 344	$ 150.00	$ 0.50	78	**$ 39.26**
D. KITS					
1	Early Voting	$ 850.00	$ 2.85	78	**$ 222.48**
2	Election Day	$ 2,300.00	$ 7.72	78	**$ 602.01**
3	Ballot Board	$ 10.00	$ 0.03	78	**$ 2.62**
4	Shipping	$ 340.00	$ 1.14	78	**$ 88.99**
E. MISCELLANEOUS					
1	Publication - Testing of Equipment	$ 480.00	$ 1.61	78	**$ 125.64**
2	Publication - Notice of Election	$ 3,500.00	$ 11.74	78	**$ 916.11**
3	Early Voting Supplies	$ 5,000.00	$ 16.78	78	**$ 1,308.72**
4	Election Day Supplies	$ 2,500.00	$ 8.39	78	**$ 654.36**
5	Gasoline - EV Vehicles	$ 4,000.00	$ 13.42	78	**$ 1,046.98**
6	Postage - Mail Ballots	$ 4,000.00	$ 13.42	78	**$ 1,046.98**

ELECTION OPERATIONS	**$ 34,679.84**

3. COST OF EARLY VOTING PERSONNEL

		Cost		Cost per Precinct	No. of Precincts	TOTAL
A. MAIN SITE						
1	Webb County Administrative Building	$ 6,322.63		$ 21.22	78	**$ 1,654.92**
B. PERMANENT BRANCH SITES						
2	Finley Elementary	$ 4,953.63		$ 16.62	78	**$ 1,296.59**
3	Laredo Fire Dept.	$ 8,001.50		$ 26.85	78	**$ 2,094.35**
4	City Hall Annex	$ 4,953.63		$ 16.62	78	**$ 1,296.59**
5	McKendrick Library	$ 6,322.63		$ 21.22	78	**$ 1,654.92**
C. TEMPORARY BRANCH SITE						
6	Henry Cuellar Library - Rio Bravo	$ 4,953.63		$ 16.62	78	**$ 1,296.59**
7	Kennedy-Zapata Elementary	$ 4,953.63		$ 16.62	78	**$ 1,296.59**
D. MOBILE BRANCH SITES						
8	Mobile Branch # 1 (LC)	$ 6,322.63		$ 21.22	78	**$ 1,654.92**
9	Mobile Branch # 2 (COL)	$ 6,322.63		$ 21.22	78	**$ 1,654.92**
10	Mobile Branch # 3 (UISD)	$ 6,322.63		$ 21.22	78	**$ 1,654.92**
11	Mobile Branch # 4 (LISD)	$ 6,322.63		$ 21.22	78	**$ 1,654.92**
12	Mobile Branch # 5 (WCISD)	$ 4,953.63		$ 16.62	78	**$ 1,296.59**
D. BALLOTS BY MAIL						
13	Mail-In Ballots	$ 1,239.00		$ 4.16	78	**$ 324.30**
E. EV TECH SUPPORT:						
1	Coding Installation	$ 4,000.00		$ 13.42	78	**$ 1,046.98**
2	Testing & Preparation	$ 3,000.00		$ 10.07	78	**$ 785.23**
3	L & A Testing	$ 2,700.00		$ 9.06	78	**$ 706.71**
4	EV Security Personnel	$ 2,000.00		$ 6.71	78	**$ 523.49**

EARLY VOTING PERSONNEL	**$ 21,893.51**

4. COST OF ELECTION DAY PERSONNEL

		Cost		Cost per Precinct	No. of Precincts	TOTAL
A. PRESIDING JUDGES AND CLERKS		↓			↓	
1	Judges	$ 11,000.00		$ 36.91	78	**$ 2,879.19**
2	Delivery Fee	$ 1,700.00		$ 5.70	78	**$ 444.97**
3	Clerks	$ 29,000.00		$ 97.32	78	**$ 7,590.60**
B. C.C. STATION & EV BALLOT BOARD						
1	CCS Manager	$ 200.00		$ 0.67	78	**$ 52.35**
2	Judge	$ 200.00		$ 0.67	78	**$ 52.35**
3	Tabulation Supervisor	$ 650.00		$ 2.18	78	**$ 170.13**
4	Tabulation Team Members	$ 3,000.00		$ 10.07	78	**$ 785.23**
5	Signature Verification	$ 600.00		$ 2.01	78	**$ 157.05**
6	CCS Clerks	$ 1,200.00		$ 4.03	78	**$ 314.09**
C. SUPPORT PERSONNEL						
1	Administrative	$ 2,400.00		$ 8.05	78	**$ 628.19**
2	Technical On-Site Support	$ -		$ -	78	**$ -**
3	Phone Support	$ 500.00		$ 1.68	78	**$ 130.87**
4	Maintenance Clerks	$ 1,500.00		$ 5.03	78	**$ 392.62**
5	Security Personnel	$ 2,435.00		$ 8.17	78	**$ 637.35**
6	School & Site Personnel	$ 1,600.00		$ 5.37	78	**$ 418.79**

ELECTION DAY PERSONNEL	**$ 14,653.79**

5. TOTALS

A.	**ELECTION OPERATIONS**				**$ 34,679.84**
B.	**EARLY VOTING PERSONNEL**				**$ 21,893.51**
C.	**ELECTION DAY PERSONNEL**				**$ 14,653.79**
					$ 71,227.14
D.	*** FICA TAXES**				
	1	Early voting	7.65% x $ 21,893.51	$ 1,674.85	
	2	Election day	7.65% x $ 14,653.79	$ 1,121.02	
				$ 2,795.87	**$ 2,795.87**

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

E.	**SUBTOTAL OF CONTRACT**	**$ 74,023.01**
F.	**COUNTY ADMINISTRATIVE FEE** (10% of E)	**$ 7,402.30**

G. TOTAL ESTIMATED COST:	**$ 81,425.31**

EXHIBIT B

RESOLUTION
FOR JOINT ELECTIONS

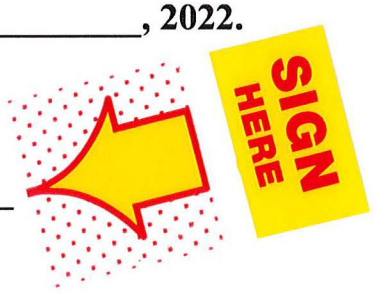
WHEREAS, the **CITY COUNCIL OF THE CITY OF LAREDO** desires to enter into a Joint Election Services Contract with Webb County and the Webb County Elections Administrator as the County Election Officer and Early Voting Clerk; and

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, the Laredo Independent School District, the United Independent School District, and the Webb Consolidated Independent School District with Jose Luis Castillo, Webb County Elections Administrator, serving as Early Voting Clerk and managing the conduct and supervision of the **Joint General/Special Election** to be held **November 8, 2022.**

PASSED AND APPROVED THIS _____ DAY OF _____, 2022.



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City of Laredo

EXHIBIT C

RESOLUTION
VOTING SYSTEM

RESOLUTION AND ORDER FOR THE **CITY OF LAREDO** TO APPROVE AND ADOPT ELECTION SYSTEMS AND SOFTWARE'S ("ES&S"), EXPRESSVOTE UNIVERSAL MACHINES, *(DS200 PRECINCT SCANNER & TABULATOR)* VOTING SYSTEM TO BE USED IN CONJUCTION WITH THE ELECTRONIC (" DS450 HIGH-SPEED SCANNER & TABULATOR") VOTING SYSTEM AT EACH AND EVERY EARLY VOTING AND ELECTION DAY SITE FOR THEIR **NOVEMBER 8, 2022 JOINT GENERAL/SPECIAL ELECTION** UNDER THE SUPERVISION OF THE WEBB COUNTY ELECTIONS ADMINISTRATOR IN ORDER TO COMPLY WITH THE FEDERAL HELP AMERICA VOTE ACT ("HAVA").

WHEREAS, the **CITY OF LAREDO** recognizes that it 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 OCTOBER 26, 2020, unanimously passed and approved Election Systems and Software's EXPRESS VOTE UNIVERSAL MACHINES, *DS200* PRECINCT SCANNER & TABULATOR voting system which not only provides a viable alternative voting system while also enhancing the county's current electronic ("DS450 HIGH-SPEED SCANNER & TABULATOR") voting system but complies with HAVA requirements and with the Americans with Disabilities Act ("ADA") requirements as well; and

WHEREAS, the **CITY OF LAREDO**, the authority in charge of its **2022 General Election**, has contracted with the Webb County Elections Administrator for the conduct and supervision of its General Election to be held on the **8th day of November, 2022** jointly with the County of Webb, City of Rio Bravo, City of El Cenizo, Laredo College, Laredo Independent School District, United Independent School District, and the Webb Consolidated Independent School District;

THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF LAREDO, that said City Council approves and adopts Election Systems and Software's ("ES&S") *Express Vote Universal Machines, DS200 Precinct Scanner & Tabulator* voting system to be used at each and every early voting and election day polling site in conjunction with the existing electronic ("DS450 High-speed Scanner & Tabulator") voting system, currently owned and operated by the County of Webb in the conduct of elections, for its General Election to be held **November 8th, 2022.**

City of Laredo

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 8, 2022 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 professional 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 8, 2022 Joint General/Special Election, and any subsequent runoff election, 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 their respective precincts with the maximum number of clerks to assist in the November 8, 2022 Joint General Election, and any subsequent runoff election, as follows:

Pct.	Location	Judge	Max # of Clerks
401	City Hall of Laredo	Alex Rodriguez	4
402	Macdonell Elementary	Ruby Reyes	4
403	Shirley Field Sports Complex	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.	Isabel Almanza	4
308	Clark Elementary School	Kassandra Serna	4
309	A. Gutierrez Elementary	Ana Maria Luna	4
310	Christ Miracle Center	Crystal Hernandez	4
311	Alma Pierce Elementary	Ana Laura Harrison	4

312	Sanchez/Ochoa Elementary	Jennifer Torres	4
413	Don Jose Gallego Elem.	Anita Trejo	4
414	Bruni Elementary School	Elena Perez	4
415	Memorial Middle School	Jorge Arriaga	4
416	Laredo Fire Department	Daniel Perez	4
417	Heights Elementary School	Rosario Garcia	4
218	Nixon High School Annex	Ricardo Ramos	4
219	Milton Elementary School	Alex Cabrera	4
220	F. S. Lara Academy	Zoe Pottin	4
221	Christ Church Episcopal	Hebe Gonzalez	4
422	Lamar Middle School	Jahmai Guerrero	4
123	Daiches Elementary School	Veronica Rangel	4
124	St. Joseph Church Hall	Zulema Garza	4
125	Gateway Assemblies of God Church	Leticia Martinez	4
226	Webb County Appraisal Dist.	Felipe Ramirez	4
227	Iglesia Senda de Gloria	Sandra Gonzalez	4
128	Templo Revelación	Loana Arriaga	4
129	Santo Nino Elementary	Kimberly Meza	4
130	McKendrick Library	Connie Villalobos	4
231	Ruiz Elementary School	Maria Zamarron	4
132	Prada Elementary School	Arlene Solis	4
133	Triumph Public High School	Camila Villalobos	4
134	Juarez-Lincoln Elementary School	Sylvia Palomares	4
135	El Cenizo Community Ctr.	Maria D. Heard	4
136	E. Salinas Community Ctr.	Daniel Perales	4
237	Bruni Community Center	Nelda Inocencio	4
238	Sta. Teresita Community Ctr.	Stephanie Garcia	4
239	B P Newman Elementary	Lizette Mendive	4
340	Kristi-Lin's Academy Inc.	Pilar De La Fuente	4
341	Nye Elementary	Imelda Pena	4
342	J.P. Precinct 4 Office	Rosa De La Selva	4
343	United Middle School	Guillermo Garza	4
344	Church of the Crossroads	Alexa Alejandro	4
345	Matias De Llano Elem. School	Sandra De La Parra	4
446	Finley Elementary School	Jacqueline Castillo	4
447	Muller Elementary School	Miriam Chapa	4
448	F & A Bruni Comm. Center	Brenda Garcia	4
349	United High School	Leticia Brown	4
250	UISD SAC	Mary Rubio	4
251	Laredo Medical Center	Graciela Ramos	4
252	United South High School	Brenda Andrade	4
453	L-B-V Inner City Park	Tiffany Mora	4
154	L B J High School	Greg Araiza	4
255	Texas A&M Int'l University	Andrea Vega	4
356	Borchers Elementary	Luis Gonzalez	4
457	Long Branch Saloon	Miguel Valdez	3
458	G. Washington Middle	Teresita Ramirez	4
359	The Gym Legacy	Rebecca Rendon	4
460	Gallagher Garden Apts.	Maria Mayers	4
361	Grace Bible Church	Sergio Rivas	4
462	Pep Boys	David Blumberg	4
363	LISD Child Nutrition Bldg.	Jessica Flores	4
164	DD Hachar Elem. (LISD)	Veronica Villanueva	4
465	Farias Elementary School	Nicolas Rodriguez	4
266	City Hall Annex Bldg.	Reynaldo Gonzalez	4

267	Cuellar Elementary School	Fidel Perales	4
268	USHS 9th grade *(Comb w/ 275)*	Juan Duenes	4
169	Centeno Elementary School	Andrea Morales	4
370	JB Alexander High School	David Blumberg	4
371	Col. Santos Benavides Elementary	Roberto Cavazos	4
272	Guerra Building	Elsa Cavazos	4
273	Buffalo Pawn	Humberto Moreno	4
274	Bonnie Garcia Elem. School	Maria Palencia	4
275	USHS 9th grade	Juan Duenes	4
176	Octavio Salinas Elementary	Gracie Guerrero	4
177	Los Obispos Middle School	Andres Padron	4
278	Callaghan Ranch		3

City of Laredo

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 Express Vote & DS200 Precinct Scanner & DS450 Precinct Tabulator voting units for the **November 8, 2022 Joint General/ Special Election**, 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 Luis Castillo**	**NO FEE**
(127.003)	Tabulation Supervisor:	**Gustavo Ornelas**	**$ 26.77 hr.**
(127.004)	Assistant Tabulation Supervisors:	**Priscilla Hernandez Joseph Hernandez**	**$ 22.79 hr. $ 25.79 hr.**
(127.005)	Presiding Judge of Counting Station:	**Jose Salvador Tellez**	**$20.00 hr.**

City of Laredo

EXHIBIT F

NOVEMBER 8, 2022
JOINT GENERAL/SPECIAL ELECTION
EARLY VOTING SITES

(Temporary sites subject to change as per entities approvals)

MAIN EARLY VOTING SITE

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

Monday, October 24 thru Friday, October 28, 2022	8:00 am to 5:00 pm
Saturday, October 29, 2022	8:00 am to 8:00 pm
Sunday, October 30, 2022	12:00 pm to 6:00 pm
Monday, October 31 thru Friday, November 4, 2022	8:00 am to 8:00 pm

PERMANENT BRANCH EARLY VOTING SITES

Finley Elementary School, 2001 Lowry Rd.

Monday, October 24 thru Friday, October 28, 2022	8:00 am to 5:00 pm
Saturday, October 29, 2022	8:00 am to 8:00 pm
Sunday, October 30, 2022	12:00 pm to 6:00 pm
Monday, October 31 thru Friday, November 4, 2022	8:00 am to 8:00 pm

Laredo Fire Dept. Administrative Ctr, 616 E. Del Mar Blvd.

Monday, October 24 thru Friday, October 28, 2022	8:00 am to 5:00 pm
Saturday, October 29, 2022	8:00 am to 8:00 pm
Sunday, October 30, 2022	12:00 pm to 6:00 pm
Monday, October 31 thru Friday, November 4, 2022	8:00 am to 8:00 pm

City Hall Annex Building, 1102 Bob Bullock Loop

Monday, October 24 thru Friday, October 28, 2022	8:00 am to 5:00 pm
Saturday, October 29, 2022	8:00 am to 8:00 pm
Sunday, October 30, 2022	12:00 pm to 6:00 pm
Monday, October 31 thru Friday, November 4, 2022	8:00 am to 8:00 pm

McKendrick, Ochoa, Salinas Library, 2901 Palo Blanco St.

Monday, October 24 thru Friday, October 28, 2022	8:00 am to 5:00 pm
Saturday, October 29, 2022	8:00 am to 8:00 pm
Sunday, October 30, 2022	12:00 pm to 6:00 pm
Monday, October 31 thru Friday, November 4, 2022	8:00 am to 8:00 pm

TEMPORARY BRANCH EV SITES

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

Monday, October 24 thru Friday, October 28, 2022	8:00 am to 5:00 pm

Saturday, October 29, 2022	8:00 am to 8:00 pm
Sunday, October 30, 2022	12:00 pm to 6:00 pm
Monday, October 31 thru Friday, November 4, 2022	8:00 am to 8:00 pm

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

Monday, October 24 thru Friday, October 28, 2022	8:00 am to 5:00 pm
Saturday, October 29, 2022	8:00 am to 8:00 pm
Sunday, October 30, 2022	12:00 pm to 6:00 pm
Monday, October 31 thru Friday, November 4, 2022	8:00 am to 8:00 pm

TEMPORARY MOBILE EV BRANCH SITES

Mobile Branch # 1 (L.C.)

L.C. - Main Campus, W End Washington St.	Oct. 24	8:00 am to 5:00 pm
L.C. - Main Campus, W End Washington St.	Oct. 25	8:00 am to 5:00 pm
L.C. - Main Campus, W End Washington St.	Oct. 26	8:00 am to 5:00 pm
L.C. - South Campus, 5500 S. Zapata Hwy.	Oct. 27	8:00 am to 5:00 pm
L.C. - Main Campus, W End Washington St.	Oct. 28	8:00 am to 12:00 pm
La Presa Comm. Ctr., 1983 Mangana-Hein Rd.	Oct. 29	9:00 am to 7:00 pm
Fasken Recreation Ctr., 15201 Cerralvo Dr.	Oct. 30	12:00 pm to 6:00 pm
L.C. - South Campus, 5500 S. Zapata Hwy.	Oct. 31	9:00 am to 7:00 pm
L.C. - South Campus, 5500 S. Zapata Hwy.	Nov.01	9:00 am to 7:00 pm
L.C. - South Campus, 5500 S. Zapata Hwy.	Nov.02	9:00 am to 7:00 pm
L.C. - South Campus, 5500 S. Zapata Hwy.	Nov.03	9:00 am to 8:00 pm
L.C. - South Campus, 5500 S. Zapata Hwy.	Nov.04	8:00 am to 12:00 pm

Mobile Branch # 2

City Hall of Laredo, 1110 Houston St.	Oct. 24	9:00 am to 6:00 pm
City Hall of Laredo, 1110 Houston St.	Oct. 25	9:00 am to 6:00 pm
City Hall of Laredo, 1110 Houston St.	Oct. 26	9:00 am to 6:00 pm
F & A Bruni Comm. Ctr, 452 Rancho Peñitas	Oct. 27	9:00 am to 6:00 pm
Sta. Teresita Comm Ctr. 15014 US Hwy 59	Oct. 28	8:00 am to 6:00 pm
Larga Vista Comm. Ctr., 5401 Cisneros St.	Oct. 29	9:00 am to 8:00 pm
Eleden Recreational Ctr., 2201 Piedra China	Oct. 30	12:00 pm to 6:00 pm
Texas A&M Int'l, 5201 University Blvd.	Oct. 31	9:00 am to 8:00 pm
Texas A&M Int'l, 5201 University Blvd.	Nov.01	9:00 am to 8:00 pm
Texas A&M Int'l, 5201 University Blvd.	Nov.02	9:00 am to 8:00 pm
Texas A&M Int'l, 5201 University Blvd.	Nov.03	9:00 am to 8:00 pm
Webb County Justice Center, 1110 Washington St.	Nov.04	9:00 am to 8:00 pm

Mobile Branch # 3 (UISD)

Kazen Elementary, 9620 Albany Dr.	Oct. 24	9:00 am to 6:00 pm
Fasken Elementary, 11111 Atlanta Dr.	Oct. 25	9:00 am to 6:00 pm
Cuellar Elementary, 6431 Casa Del Sol Blvd.	Oct. 26	9:00 am to 6:00 pm
Trautmann Middle, 8501 Curly	Oct. 27	9:00 am to 6:00 pm
United Middle, 700 E. Del Mar Blvd.	Oct. 28	9:00 am to 6:00 pm
Gutierrez Elementary, 505 Calle Del Norte	Oct. 29	9:00 am to 7:00 pm
Nye Elementary, 101 E. Del Mar Blvd.	Oct. 30	12:00 pm to 6:00 pm
Clark Elementary, 500 Hillside Rd.	Oct. 31	9:00 am to 7:00 pm
Muller Elementary, 4430 Muller Memorial Dr.	Nov.01	9:00 am to 7:00 pm
Washington Middle, 10306 Riverbank Dr.	Nov.02	9:00 am to 7:00 pm
Newman Elementary, 1300 Alta Vista	Nov.03	9:00 am to 7:00 pm
Alexander High School, 3600 E. Del Mar Blvd.	Nov.04	9:00 am to 7:00 pm

Mobile Branch # 4 (LISD)

Bruni Elementary, 1508 San Eduardo Ave.	Oct. 24	8:00 am to 5:00 pm
Sanchez/Ochoa Elementary, 211 E. Ash St.	Oct. 25	8:00 am to 5:00 pm
J.C. Martin Elementary, 1600 Monterrey Ave.	Oct. 26	8:00 am to 5:00 pm
Gallego Elementary, 520 Clark Blvd.	Oct. 27	8:00 am to 5:00 pm
Heights Elementary, 1208 Market St.	Oct. 28	8:00 am to 5:00 pm
F S Lara Academy, 2901 E. Travis St.	Oct. 29	9:00 am to 7:00 pm
Jose A Valdez High School, 2502 Galveston St.	Oct. 30	12:00 pm to 6:00 pm
Memorial Middle School, 2002 Marcella Ave.	Oct. 31	9:00 am to 7:00 pm
D.D. Hachar Elementary, 3000 Guadalupe St.	Nov.01	9:00 am to 7:00 pm
Milton Elementary, 2500 E. Elm St.	Nov.02	9:00 am to 7:00 pm
Ryan Elementary, 2401 Clark Blvd.	Nov.03	9:00 am to 7:00 pm
Lamar Middle School, 1818 N. Arkansas Ave.	Nov.04	9:00 am to 7:00 pm

Mobile Branch # 5 (WCISD)

WCISD Tax Office, 619 Ave F, Bruni, TX	Oct. 24	9:00 am to 5:00 pm
WCISD Tax Office, 619 Ave F, Bruni, TX	Oct. 25	9:00 am to 5:00 pm
WCISD Tax Office, 619 Ave F, Bruni, TX	Oct. 26	9:00 am to 5:00 pm
WCISD Tax Office, 619 Ave F, Bruni, TX	Oct. 27	9:00 am to 5:00 pm
Oilton Elem. Library,300 Despain St, Oilton	Oct. 28	9:00 am to 5:00 pm
Oilton Elem. Library, 300 Despain St, Oilton	Oct. 29	9:00 am to 7:00 pm
Oilton Elem. Library, 300 Despain St, Oilton	Oct. 30	12:00 pm to 6:00 pm
Oilton Elem. Library, 300 Despain St, Oilton	Oct. 31	9:00 am to 7:00 pm
E. Salinas Comm. Ctr, 917 N. Main, Mirando	Nov.01	9:00 am to 7:00 pm
E. Salinas Comm. Ctr, 917 N. Main, Mirando	Nov.02	9:00 am to 7:00 pm
E. Salinas Comm. Ctr, 917 N. Main, Mirando	Nov.03	9:00 am to 7:00 pm
E. Salinas Comm. Ctr, 917 N. Main, Mirando	Nov.04	9:00 am to 7:00 pm

EXHIBIT G

NOVEMBER 8, 2022
JOINT GENERAL ELECTIONS

ELECTION DAY SITES

Pct. *(Pcto)*	Location *(Ubicación)*	Address *(Dirección)*	City *(Ciudad)*
401	City Hall of Laredo	1110 Houston St.	Laredo
402	Macdonell Elementary School	1606 Benavides St.	Laredo
403	Shirley Field Sports Complex	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 Elem.	4400 Sanders Ave.	Laredo
312	Sanchez / Ochoa Elem. School	211 E. Ash St.	Laredo
413	Don Jose Gallego Elem. School	520 Clark Blvd.	Laredo
414	Bruni Elementary	1502 San Eduardo Ave.	Laredo
415	Memorial Middle School	2002 Marcella Ave.	Laredo
416	Laredo Fire Dept.	1 Guadalupe St.	Laredo
417	Heights Elementary School	1208 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
422	Lamar Middle School	1818 N. Arkansas Ave.	Laredo
123	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	Iglesia Senda de Gloria	125 W. Mendoza St.	Laredo
128	Templo Revelacion	1102 S. Meadow Ave.	Laredo
129	Santo Nino Elementary School	2702 Bismark St.	Laredo
130	McKendrick, Ochoa, Salinas Library	1920 Palo Blanco St.	Laredo
231	Ruiz Elementary School	1717 Ave. Los Presidentes	Laredo
132	Prada Elementary School	510 Soria Dr.	Laredo
133	Triumph Public High School	4620 S. Lucy Ave.	Laredo
134	Juarez-Lincoln Elementary	1003 Espejo Molina Rd.	Rio Bravo
135	El Cenizo Community Center	3519 Cecilia Ln.	El Cenizo
136	E. Salinas Community Ctr.	917 N. Main	Mirando

Pct.	Location	Address	City

(Pcto)	*(Ubicación)*	*(Dirección)*	*(Ciudad)*
237	Bruni Community Center	303 E. 12th St.	Bruni
238	Santa Teresita Community Ctr.	15014 Hwy. 59	Laredo
239	B P Newmann Elem. School	1300 Alta Vista Dr.	Laredo
340	Kristi-Lin's Academy Inc.	1806 Commerce Dr.	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	Church of the Crossroads	1301 International Blvd.	Laredo
345	Matias De Llano Elem. School	1415 Shiloh Dr.	Laredo
446	Finley Elementary School	2001 Lowry Rd.	Laredo
447	Muller Elementary	4430 Muller Memorial Dr.	Laredo
448	F&A Bruni Comm. Ctr.	452 Rancho Penitas Rd.	Laredo
349	United High School	2811 United Ave.	Laredo
250	UISD SAC	5208 Santa Claudia Ln.	Laredo
251	The Gym Legacy	2310 E. Saunders St.	Laredo
252	United South High School	4001 Ave. Los Presidentes	Laredo
453	Lamar Bruni Vergara 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 Saloon	15811 U.S. Hwy 83 N.	Laredo
458	G. Washington Middle School	10306 River Bank Dr.	Laredo
359	The Gym Legacy	9020 San Dario Ave.	Laredo
460	Gallagher Garden Apts.	5118 Gallagher Ave.	Laredo
361	Grace Bible Church	5303 Alabama Ave.	Laredo
462	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	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 will vote at (275) USHS 9th grade		3819 Aguanieve Dr.	Laredo
169	Centeno Elementary School	2710 La Pita Mangana	Laredo
370	JB Alexander High School	3600 E. Del Mar Blvd	Laredo
371	Col. Santos Benavides Elementary	10702 Kirby Ln.	Laredo
272	Guerra Building	6402 N. Bartlett	Laredo
273	Buffalo Pawn	4301A Jaime Zapata Hwy	Laredo
274	Bonnie Garcia Elem. School	1453 Concord Hills Blvd.	Laredo
275	USHS 9th grade	3819 Aguanieve Dr.	Laredo
176	Octavio Salinas Elementary	3611 Alfredo Cantu Dr.	Laredo
177	Los Obispos Middle School	4801 Ejido Ave.	Laredo
278	Callaghan Ranch	I H 35 N – 27 Miles OCL	Laredo

City Council-Regular

Meeting Date: 07/18/2022

Initiated By: Samuel K. Selman, Interim City Manager

Staff Source: Tina Martinez, CD Director, Humberto Delgado, Municipal Housing Manager

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SUBJECT

Prosperous and Affordable

2022-R-112 Authorizing the Interim City Manager to accept and execute the Texas Veterans Commission (TVC) Fund for Veterans' Assistance (FVA) Housing for Texas Heroes Grant (H4TXH). The Community Development Department through the Municipal Housing Division received an award in the amount of $300,000.00 to provide home modifications for the veteran community within the City of Laredo area. The term of the grant shall be one (1) year from July 1, 2022, to June 30, 2023. There is no match requirement.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

The Housing for Texas Heroes (H4TX) Grant Program was established to provide funding for home modification and repairs to improve accessibility and quality of life for veterans and their families. The Community Development-Municipal Housing Division has been awarded the Texas Veterans Commission Housing for Texas Heroes for the 3rd consecutive year. In FY2021, the TVC-H4TXH Grant provided assistance to eighteen (18) eligible applicants. In FY2022, the grant provided assistance to sixteen (16) eligible applicants. With this new Grant, the MH Division proposes to assist eighteen (18) veteran homeowners, as this Grant Program continues to be in high demand. The grant will provide up to $20,000.00 maximum limit total in home repairs per qualified household. To qualify, homeowner/occupied veteran 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), or be a disabled veteran. Housing modifications, repairs, and weatherization include door entry/exit resizing, ramps, windows, HVAC, roofing, siding, flooring, electrical, plumbing, handrails, installation of grab bars and /or bathroom modifications.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
This resolution be introduced.

Fiscal Impact

Fiscal Year:	2022
Bugeted Y/N?:	Y
Source of Funds:	Texas Veterans Commission
Account #:	555-3946
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:
No Financial Impact

Attachments

Resolution-Housing for Texas Heroes
NOGA Housing for Texas Heroes Grant
TVC Policies and Procedures

RESOLUTION 2022-R-112

AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT AND EXECUTE THE TEXAS VETERANS COMMISSION (TVC) FUND FOR VETERANS' ASSISTANCE (FVA) HOUSING FOR TEXAS HEROES GRANT (H4TXH). THE COMMUNITY DEVELOPMENT DEPARTMENT THROUGH THE MUNICIPAL HOUSING DIVISION RECEIVED AN AWARD IN THE AMOUNT OF $300,000 TO PROVIDE HOME MODIFICATIONS FOR THE VETERAN COMMUNITY WITHIN THE CITY OF LAREDO AREA. THE TERM OF THE GRANT SHALL BE ONE (1) YEAR FROM JULY 1, 2022 TO JUNE 30, 2023. THERE IS NO MATCH REQUIREMENT.

WHEREAS, the Municipal Housing, a division of Community Development Department, is requesting City Manager accept and execute the grant award in the amount of $300,000 from the Texas Veterans Commission (TVC) Fund for Veterans Assistance (FVA) Housing for Texas Heroes Grant (H4TXH); and

WHEREAS, this will allow Municipal Housing to provide homeowner veterans and their families with modification and repairs to their homes; and

WHEREAS, a maximum amount of $20,000.00 per household assistance to be provided, upon eligibility and meeting all requirements; and

WHEREAS, the Municipal Housing shall go out on bids to contract for home weatherization, modifications and/or repairs to improve roofing, flooring, siding, windows, HVAC, electrical, plumbing, bathroom modifications, entry/exit door modifications and/or ramps in order to assist the veterans and provide a safe, accessible, and habitable environment;

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

Section 1: Authorizing the Interim City Manager to accept and execute the Texas Veterans Commission (TVC) Fund for Veterans' Assistance (FVA) Housing for Texas Heroes Grant (H4TXH).

Section 2: This Resolution shall become effective upon passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____DAY OF _____, 2022.

PETE SAENZ,
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:
CITY ATTORNEY

BY: DAVID H. ARREDONDO
ASSISTANT CITY ATTORNEY

Fund for Veterans' Assistance
Helping Veterans Starts Here

Notice of Grant Award

NOGA

AWARD INFORMATION

Grant ID:
GT-HTX22-004

Grantee Organization:
City of Laredo

Award Issue Date:
05/12/2022

AWARDING AGENCY

Grantor Organization:
Texas Veterans Commision

AWARD DETAILS

Grant Period Start Date:
07/01/2022

Grant Period End Date:
06/30/2023

AWARD AMOUNT

Total Awarded Amount:
$300,000.00

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 TVC Grant Program requirements 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 budget allocation and the budget category narratives in the addenda to Grantee's Application, 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 agreements 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:
Samuel K. Selman

Authorized Representative Title:
Signature Authority

https://www.tvc.texas.gov

CITY OF LAREDO
LAREDO MUNICIPAL HOUSING a division of
COMMUNITY DEVELOPMENT DEPARTMENT

Texas Veterans Commission Fund for Veterans' Assistance

Housing for Texas Heroes Grant & Financial Assistance Grant Programs

Policy and Procedures Manual

Texas Veterans Commission Fund for Veterans' Assistance
2022-23 Housing for Texas Heroes Grant & 2022-23 Financial Assistance Grant

The Fund for Veterans' Assistance (FVA or "Fund") was created in the 79th Legislature, and codified in the Texas Government Code § 434.017, Fund for Veterans' Assistance and the Texas Administrative Code § 460, Fund for Veterans' Assistance Program. The Fund is composed of money deposited under Government Code §§ 466.027 and 466.408 for proceeds from a Texas Lottery Commission Veterans' Assistance game, Texas Transportation Code § 502.1746 for donations from vehicle registration and drivers' license renewals, Government Code § 411.1741 for donations from License to Carry renewals, Parks and Wildlife Code §12.07 for donations from hunting and fishing license renewals, gifts and grants contributed to the Fund, and the earnings of the Fund. The Texas Veterans Commission oversees all rules governing the awarding of grants from the FVA.

PURPOSE:

The City was awarded the 2022-2023 Housing for Texas Heroes Grant (H4TXH) for home modifications, repairs, and weatherization and the 2022-2023 Financial Assistance Grant to provide financial relief for eligible veterans and their families. The Texas Veterans Commission (TVC) is authorized to use funds appropriated to the Fund for Veterans' Assistance to administer the Fund and make reimbursement grants to address the needs of veterans and their families, as determined through veteran needs assessment studies.

The home owner veteran community is in dire need of assistance with home modifications/repairs and short-term rental/mortgage and/or utility assistance. There is a limited access in the community to assist those veterans and their spouses that own a home. Some agencies require certain income limits to be met that are not at their reach. These proposed projects will alleviate and address these gaps to assist those veterans/widow spouses that are in desperate need to modify their homes, which are a hazard to live in and also diminish the veterans' financial hardship through rental/mortgage and utility payments.

The goal of the City of Laredo is to enhance our local veterans' quality of life and independence through home modification, repairs, weatherization services, and rental/mortgage and utility payment assistance. The Housing for Texas Heroes grant provides modification, repair, and weatherization projects that can include HVAC repairs, walkways, ramps, doors, windows, flooring materials, roofing, sliding doors, handrails and grab bars, or bathroom modification. The Financial Assistance grant provides payment assistance for rent/mortgage and/or utility payments.

OBJECTIVES:

To establish Policy and Procedures to ensure the program complies with the H4TXH Grant, Financial Assistance Grant, and general program guidelines.

To establish proper administration procedures in order to guarantee program success.

To ensure adequate diffusion of the programs is accomplished.

To set up an application process mechanism to verify that funds and services are utilized on our local veterans that require it the most.

PROJECT SERVICES:

The H4TXH Program provides funding of up to $20,000 per household for health and safety home modifications, repairs, and weatherization for local veterans and their families, including:

1. Home modification projects to home to improve accessibility and quality of life for independent living (walkways, ramps, sliding doors, handrails, kitchen and bathroom modifications)

2. Home repairs (plumbing, electrical, interior walls, flooring, lighting)

3. Home weatherization (HVAC, doors, windows, siding, roofing)

The Financial Assistance Program does not have a maximum allowable per client, however the rental/mortgage and the utility assistance are limited to three (3) months (current month plus two (2) months in arrears).

ELIGIBILITY:

A military veteran is "any" person who served for "any" length of time in U.S. military service branch (Army, Navy, Air Force, Marines.) Certain Coast Guard personnel operating under the War Dept., Navy Dept. or Dept. of Defense are also military veterans and active duty and current reservist members. To be eligible, Veteran must have been discharged under Honorable Conditions.

Eligible Veterans or Surviving Spouses beneficiaries must:

1. Be considered low or very low-income household. The United States Department of Housing and Urban Development (HUD) defines the term “low income” as 80 percent of the median family income for the area in the current year, subject to adjustments for areas with unusually high or low incomes or housing costs. For the H4TXH program, eligible veterans or surviving spouses must be listed on file with the county as the current owner(s) of the property and be current on existing mortgage loans or home equity loans prior to receiving assistance

OR:

2. Be a Disabled Veteran as determined by the Veterans Administration. For the H4TXH Program, the veteran must be listed on file with the county as the current owner(s) of the property and be current on existing mortgage loans or home equity loans prior to receiving assistance.

Very Low & Low-Income beneficiaries are considered the highest priority for services and waiting lists. Very Low-Income is 50% and Low-Income is 80% of the median family income for the area as defined by the U. S. Department of Housing and Urban Development (HUD).

Maximum Annual Household Income Allowed Per Number of Persons in Household

2022-2023	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Very Low Income	$23,850	$27,250	$30,650	$34,050	$36,800	$39,500	$42,250	$44,950
Low Income	$38,150	$43,600	$49,050	$54,450	$58,850	$63,200	$67,550	$71,900

Veteran Applicant(s) must also meet the following criteria:

Housing for Texas Heroes Program:

1. Must be owner-occupant of the house to be assisted.
2. Must provide veteran status documentation.
3. Veteran must reside within City of Laredo limits.
4. Must be a U.S. Citizen or have legal residency.
5. Must provide income verification: Social Security Award letter, SSI Award letter, VA Benefits, Retirement documentation, and/or check stubs.
6. All property taxes must be paid up-to date. This includes City, County and applicable School District taxes and all other applicable fees.
6. Applicant must confirm the home is current on any existing mortgage loans, home equity loans, deed of trust, or other instrument that is a lien.
7. The dwelling must not be under a Contract for Deed, or any similar purchase agreement.

Financial Assistance Program:

1. Must provide veteran status documentation.
2. Veteran must reside within City of Laredo limits.
3. Must be a U.S. Citizen or have legal residency.
4. Must provide income verification: Social Security Award letter, SSI Award letter, VA Benefits, Retirement documentation, and/or check stubs.

5. Proof of utility (light, water & gas) disconnection notice and/or rental eviction letter or mortgage delinquency letter.

APPLICATION REQUIREMENTS:

1. Median Income (AMI) and/or disabled by the Department of Veteran Affairs
2. Veteran/Active duty (180 consecutive days) or surviving spouse
3. Provide DD214 Form with Honorable Discharge
4. Provide income documentation for all household members over 18 years of age:
   - most current bank statement for each account
   - if applicable, last 30-days of check stubs
   - if applicable, SS/SSI/VA Award Letter(s)
5. Proof of U.S. Citizenship or legal residency for all household members over 18 years of age:
   - social Security card/resident card
   - current TX DL/ID
6. Marriage & Death Certificates for surviving spouse
7. Proof of current mortgage statement or Home Deed **(H4TXH Program Only)**
8. Home Lease Agreement **(Financial Assistance Program Only)**
9. Proof of utility (light, water & gas) disconnection notice and/or rental eviction letter or mortgage delinquency letter. **(Financial Assistance Program Only)**
10. Additional Forms Required:
    - General Release Form
    - If applicable, Self-Declaration of Income Form

RECORD KEEPING:

The City of Laredo Municipal Housing will be responsible for tracking each individual veteran and surviving spouse that receive grant-funded service(s). The number of unduplicated veterans and Surviving Spouses, as well as cumulative totals, will be reported to the FVA quarterly.

The use of an application will be the initial data collection tool to gather required documentation in order to approve applicant. Microsoft Access database will be used to keep track of all applicants and an Excel log spreadsheet will be kept for all qualified and non-qualified applicants to track and ensure beneficiaries are unduplicated.

The City will use determined separate accounting divisions for the H4TXH and the Financial Assistance Program funds, in order to account for all grant revenues and expenses separate from other funding sources.

ELIGIBILITY DOCUMENTATION:

The forms listed below are the only forms acceptable by this program to determine veteran and Surviving Spouse eligibility.

Veterans DD Form 214, Certificate of Release or Discharge from Active Duty; NGB-22, National Guard Report of Separation and Record of Service; NA Form 13038, Certification of Military Service; Department of Veterans Affairs (VA) official letter or disability letter with character of service listed; E-Benefits summary letter with character of service listed; Honorable discharge certificate; Uniform Services Identification Card; State of Texas Issued Driver License with Veteran designation; Certificate verifying Active Duty Status from Department of Defense Manpower Data Center (ONLY – currently serving active duty)

Surviving Spouse: Uniform Services Identification Card; Marriage Certificate; Death Certificate or one of the forms listed above for veteran's eligibility.

ADVERTISING:

The H4TXH and Financial Assistance Programs will operate by using referrals from other veteran assistance agencies within the community through the UniteUs.com, via e-mail, and walk-ins to provide program information. The City will contract the printing of informational bulletins and brochures to be distributed throughout City offices and local veteran assistance agencies. The City will also contract varied advertising services to further diffuse the program information and assistance opportunities. All promotional material will be reviewed by FVA communications prior to publication to ensure the required FVA logo and verbiage are included.

PROGRAM PROCESS:

H4TXH Program:

Application: Program applications will be issued out and collected in person at the following address: Laredo Municipal Housing/5511 Thomas Ave., Laredo, Texas 78041/ (956) 795-2320. Service availability will be Monday to Friday 8:00 A.M. to 5:00 P.M. and online applications will be available on the City of Laredo website (www.cityoflaredo.com). Municipal Housing staff will be available, if needed, to assist Veterans or family with the completion of the application. Eligibility and enrollment will take place during the intake session. Applicant will have ten (10) business days to provide/gather all the required documentation. All applications will be accepted for review process.

Home Assessment: An initial assessment will be conducted to the home by an inspector/supervisor to determine necessary repairs/modifications to be made to existing dwelling. A report will be provided by the inspector/supervisor with recommendations on the required qualified modifications.

Application Review and Approval: Upon completed assessment, applications will then be carefully reviewed and approved by Review Board. Very low and low income households will be considered high priority. Applications will then be sorted and ranked by Review Board based on need, level of disability, financial status, and home condition. A letter will be sent out to the applicant notifying of approval or denial of services.

Bidding Process: After the application is approved by the Review Board, a Scope of Work and Specifications document will be initiated for the qualified modifications or repairs to be submitted for bidding process. It will take an estimated 10 business days to bid out project, select the lowest qualified bidder, initiate requisition for purchase order approval and for contractor to obtain required City permits. The City's Purchasing and Procurement policies and procedures will be followed to verify that home modification/repair services are fulfilled as required by FVA guidelines. All bidders must comply with insurance requirements and must have a current Certificate of Liability Insurance on file with Purchasing Department.

Agreements: Applicant(s) and contractor will meet at Laredo Municipal Housing office to sign the Acknowledgement, Notice to Proceed, Pre-Construction Conference, Agreement, and Contractor Damages forms.

Contract Timeline: The contractor will have 30 working days to complete the project as per scope of work. Final inspections will be conducted by Municipal Housing inspector/supervisor to ensure work was carried out according to the Scope of Work and Specifications document.

Payment Process: After all work as per agreed Scope of Work has been completed and the final inspection has been approved, the contractor will submit the invoice for services rendered to the Municipal Housing offices. The inspector will review invoices and verify all itemized services are completed and included as per the Scope of Work and Specifications document. The inspector/supervisor, division manager, and director will approve payment by signing the request for payment form and/or invoice. The invoice will be submitted to the City's Finance Department where it will be processed according to the City's Accounts Payable policy and procedures. The contractor will be paid directly for the services; no payment will be given directly to the program applicant.

Financial Assistance Program:

Application: Program applications will be issued out and collected in person at the following address: Laredo Municipal Housing/5511 Thomas Ave., Laredo, Texas 78041/ (956) 795-2320. Service availability will be Monday to Friday 8:00 A.M. to 5:00 P.M. and online applications will be available on the City of Laredo website (www.cityoflaredo.com). Municipal Housing staff will be available, if needed, to assist Veterans or family with the completion of the application. Eligibility and enrollment will take place during the intake session. Applicant will have ten (10) business days to provide/gather all the required documentation. All applications will be accepted for review process.

Application Review and Approval: Applications will then be carefully reviewed and approved by Review Board. Very low- and low-income households will be considered high priority. Applications will then be sorted and ranked by Review Board based on need, level of disability, and financial status. A letter will be sent out to the applicant notifying of approval or denial of services.

Payment Process: After all documentation of delinquency status for rent/mortgage and/or utilities has been verified, the program administrator, division manager, and director will approve payment by signing the request for payment form and/or invoice. The invoice will be submitted to the City's Finance Department where it will be processed according to the City's Accounts Payable policy and procedures. All payments will be made directly to third parties, such as landlords and utility companies. No payment shall be made directly to program participants.

Restrictions:

1. Assistance cannot be provided to a program participant who is receiving tenant-based rental assistance.
2. Participants must live within the City of Laredo limits.
3. Assistance for rent or mortgage is limited to one-time payment for a maximum of up to three (3) months (current month plus two (2) in arrears). Utility payment (light, water, gas) assistance will be a one-time payment for all three (3) utilities, including related late/disconnection service fees. Utility payment will be for the current month plus two (2) in arrears for each utility type.

CONFLICT OF INTEREST:

The general rule is that no person who exercise or have exercised any functions or responsibilities with respect to any H4TXH or Financial Assistance programs/activities administered by

Community Development (CD) Department or who are in a position to participate in a decision making process or to gain inside information with regard to such activities, may obtain a financial interest or benefit from any H4TXH or Financial Assistance programs/activities, or have a financial interest in any contract, subcontract, or agreement with respect to the proceeds of the H4TXH or Financial Assistance programs/activities, either for themselves or those with whom they have business or immediate and extended family ties, during their tenure or for one year after employment ceases.

As per general rule immediate and extended families are considered the following:

- Immediate Family, for this purpose, is defined as grandparents, parents, brothers, sisters, spouse, and children.
- Extended Family, for this purpose, is defined as uncles, aunts, nephews, and all other relatives of the applicant or his/her spouse.

The conflict of interest provision applies to any person who is an employee, agent, consultant, officer, or elected or appointed official, or of any designated public agencies, or sub recipients that are receiving funds through the H4TXH or Financial Assistance programs.

APPEAL PROCESS:

Program applicants may contest any determinations or denials based on program policy or calculations. However, an applicant may not challenge requirements of the grant.

Applicants may file an appeal when it is believed there is an error with program eligibility determinations. An applicant must submit a written appeal directly with the program within ten (10) days of signed letter. If an applicant fails to file within the allotted time frame, said inaction will be deemed as an acceptance of the program determination. Applicants who file an appeal must provide individual facts or circumstances, as well as supporting documents to justify their petition. Appeals may be denied or approved in whole or in part after a thorough review of the circumstances, the information included in the applicant's file, and new documentation provided.

Appeal review: The program Review Board will review and address the appeal within (15) days of its receipt. If further review is necessary, Community Development Director will then pass on appeal with the Grant Officer of Texas Veterans Commission.

INDEMNIFICATION:

Permitted by the Constitution and the laws of the State of Texas, program participants shall indemnify, defend, and hold harmless the City of Laredo and their respective directors, officers, employees, and all agents from and against all losses, liabilities, damages, settlements, claims, actions, suits, penalties, fines, costs or expenses (including reasonable attorney fees, expert fees and other costs of investigation or defense at any stage of the proceedings) which may be sustained or incurred as the result of any negligent of willful act, omission, or conduct of the personnel, occurring in the course of the performance of this program. This indemnity obligation shall survive the expiration or termination of the agreement.

NONDESCRIMINATION:

The program shall not, in the provision of services or in any other manner, discriminate against any person on the grounds of age, race, color, creed, religion, sex, handicap, national origin, or familial status.

GOAL TRACKING:

The City of Laredo Community Development/Municipal Housing Division will determine if goals and/or outcomes are met by reviewing all applications to ensure unduplicated services for all veterans and their beneficiaries. A hard copy survey will be provided to each applicant after completion of all qualified projects in order to make sure all needs have been addressed and/or to get any feedback on what other services could be provided to enhance the H4TXH or Financial Assistance programs. Records will be kept for (4) four years under lock and key for customer protection and confidentiality.

This Policy and Procedures manual is intended to serve as a guide for the City of Laredo Texas Veterans Commission Fund for Veterans' Assistance Housing for Texas Heroes Grant Program and the Financial Assistance Program administered by the Laredo Municipal Housing, a division of Community Development. The Department of Community Development reserves the right to amend the City's adopted policies, procedures, H4TXH and Financial Assistance Programs as necessary, in order to adhere to the Texas Veterans Commission Fund for Veterans' Assistance Housing for Texas Heroes Grant Program and Financial Assistance Program procedures and guidelines.

City Council-Regular

Meeting Date: 07/18/2022

Initiated By: Samuel K. Selman, Interim City Manager

Staff Source: Tina Martinez, CD Director, Humberto Delgado, Municipal Housing Manager

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SUBJECT

Prosperous and Affordable

2022-R-113 Authorizing the Interim City Manager to accept and execute the Texas Veterans Commission (TVC) Fund for Veterans' Assistance (FVA) Financial Assistance Grant Program. The Community Development Department, through the Municipal Housing Division, received an award in the amount of $75,000.00 to provide financial assistance in the form of utility and/or mortgage or rental payments for the veteran community within the City of Laredo area. The term of the grant shall be one (1) year from July 1, 2022, to June 30, 2023. There is no match required.

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 2022-23 Financial Assistance Grant Program appropriated these funds to address the financial needs of veterans and their families.

The Community Development Department through the Municipal Housing (MH) Division received from the Texas Veterans' Commission a grant award in the amount of $75,000.00. This grant will provide veterans seeking financial assistance for the following: a one-time utility payment (light, water, gas) including late/disconnection fees, rental and/or mortgage payments for up to three (3) months (current month plus two (2) months in arrears). The term of the grant shall be for one (1) year from July 1, 2022 to June 30, 2023.

The MH division proposes to assist eighteen (18) qualified veterans and their families with financial assistance. Based on the great need that exists in the community to provide veterans assistance within the City of Laredo, with short-term and temporary

assistance, it is a requirement that qualified applicants must provide current disconnection notice (light, water, gas), notice of eviction letter from landlord, and/or a mortgage foreclose notice, deed, bond, note, deed of trust, or other instrument that is a lien. Veterans must also have incomes at or below 80% of the median income, as set annually by the U.S. Department of Housing and Urban Development (HUD), or be disabled.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

That this resolution be approved.

Fiscal Impact

Fiscal Year:	2022
Bugeted Y/N?:	Y
Source of Funds:	Texas Veterans Commission
Account #:	555-3947-323-2102
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Revenues and expenses will be decreased from 555-3970 and increased to 555-3947

Attachments

Resolution-TVC Financial Assistance Grant
NOGA Financial Assistance
TVC Policies and Procedures

RESOLUTION 2022-R-113

AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT AND EXECUTE THE TEXAS VETERANS COMMISSION (TVC) FUND FOR VETERANS' ASSISTANCE (FVA) FINANCIAL ASSISTANCE GRANT PROGRAM. THE COMMUNITY DEVELOPMENT DEPARTMENT, THROUGH THE MUNICIPAL HOUSING DIVISION, RECEIVED AN AWARD IN THE AMOUNT OF $75,000 TO PROVIDE FINANCIAL ASSISTANCE IN THE FORM OF UTILITY AND/OR MORTGAGE OR RENTAL PAYMENTS FOR THE VETERAN COMMUNITY WITHIN THE CITY OF LAREDO AREA. THE TERM OF THE GRANT SHALL BE ONE (1) YEAR FROM JULY 1, 2022 TO JUNE 30, 2023. THERE IS NO MATCH REQUIREMENT.

WHEREAS, the Municipal Housing, a division of Community Development Department, is requesting the Interim City Manager accept and execute a grant award in the amount of $75,000 from the Texas Veterans Commission (TVC) Fund for Veterans Assistance (FVA) Financial Assistance; and

WHEREAS, this will allow Municipal Housing to provide veterans and their families with financial assistance in the form of: a one-time utility payment (light, water, gas) including late/disconnection fees for a maximum of three (3) months, and/or mortgage or rental payments for up to three (3) months (current month plus two (2) in arrears); and

WHEREAS, the Municipal Housing division proposes to assist an estimated eighteen (18) qualified veterans and their families with financial assistance; and

WHEREAS, veteran applicants must qualify at or below the 80% of median family income for the area, as set annually by the U.S. Department of Housing and Urban Development (HUD), or be disabled.

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

Section 1: Authorizing the Interim City Manager to accept and execute the Texas Veterans Commission (TVC) Fund for Veterans' Assistance (FVA) Financial Assistance Grant in the amount of $75,000.

Section 2: This Resolution shall become effective upon passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____DAY OF _____, 2022.

PETE SAENZ,
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:
CITY ATTORNEY

BY: DAVID H. ARREDONDO
ASSISTANT CITY ATTORNEY

Fund for Veterans' Assistance
Helping Veterans Starts Here

Notice of Grant Award

NOGA

AWARD INFORMATION

Grant ID:
GT-FVA22-017

Grantee Organization:
City of Laredo

Award Issue Date:
05/12/2022

AWARDING AGENCY

Grantor Organization:
Texas Veterans Commision

AWARD DETAILS

Grant Period Start Date:
07/01/2022

Grant Period End Date:
06/30/2023

AWARD AMOUNT

Total Awarded Amount:
$75,000.00

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 TVC Grant Program requirements 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 budget allocation and the budget category narratives in the addenda to Grantee's Application, 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 agreements 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:
Samuel K. Selman

Authorized Representative Title:
Signature Authority

https://www.tvc.texas.gov

CITY OF LAREDO
LAREDO MUNICIPAL HOUSING a division of
COMMUNITY DEVELOPMENT DEPARTMENT

Texas Veterans Commission Fund for Veterans' Assistance

Housing for Texas Heroes Grant & Financial Assistance Grant Programs

Policy and Procedures Manual

Texas Veterans Commission Fund for Veterans' Assistance
2022-23 Housing for Texas Heroes Grant & 2022-23 Financial Assistance Grant

The Fund for Veterans' Assistance (FVA or "Fund") was created in the 79th Legislature, and codified in the Texas Government Code § 434.017, Fund for Veterans' Assistance and the Texas Administrative Code § 460, Fund for Veterans' Assistance Program. The Fund is composed of money deposited under Government Code §§ 466.027 and 466.408 for proceeds from a Texas Lottery Commission Veterans' Assistance game, Texas Transportation Code § 502.1746 for donations from vehicle registration and drivers' license renewals, Government Code § 411.1741 for donations from License to Carry renewals, Parks and Wildlife Code §12.07 for donations from hunting and fishing license renewals, gifts and grants contributed to the Fund, and the earnings of the Fund. The Texas Veterans Commission oversees all rules governing the awarding of grants from the FVA.

PURPOSE:

The City was awarded the 2022-2023 Housing for Texas Heroes Grant (H4TXH) for home modifications, repairs, and weatherization and the 2022-2023 Financial Assistance Grant to provide financial relief for eligible veterans and their families. The Texas Veterans Commission (TVC) is authorized to use funds appropriated to the Fund for Veterans' Assistance to administer the Fund and make reimbursement grants to address the needs of veterans and their families, as determined through veteran needs assessment studies.

The home owner veteran community is in dire need of assistance with home modifications/repairs and short-term rental/mortgage and/or utility assistance. There is a limited access in the community to assist those veterans and their spouses that own a home. Some agencies require certain income limits to be met that are not at their reach. These proposed projects will alleviate and address these gaps to assist those veterans/widow spouses that are in desperate need to modify their homes, which are a hazard to live in and also diminish the veterans' financial hardship through rental/mortgage and utility payments.

The goal of the City of Laredo is to enhance our local veterans' quality of life and independence through home modification, repairs, weatherization services, and rental/mortgage and utility payment assistance. The Housing for Texas Heroes grant provides modification, repair, and weatherization projects that can include HVAC repairs, walkways, ramps, doors, windows, flooring materials, roofing, sliding doors, handrails and grab bars, or bathroom modification. The Financial Assistance grant provides payment assistance for rent/mortgage and/or utility payments.

OBJECTIVES:

To establish Policy and Procedures to ensure the program complies with the H4TXH Grant, Financial Assistance Grant, and general program guidelines.

To establish proper administration procedures in order to guarantee program success.

To ensure adequate diffusion of the programs is accomplished.

To set up an application process mechanism to verify that funds and services are utilized on our local veterans that require it the most.

PROJECT SERVICES:

The H4TXH Program provides funding of up to $20,000 per household for health and safety home modifications, repairs, and weatherization for local veterans and their families, including:

1. Home modification projects to home to improve accessibility and quality of life for independent living (walkways, ramps, sliding doors, handrails, kitchen and bathroom modifications)

2. Home repairs (plumbing, electrical, interior walls, flooring, lighting)

3. Home weatherization (HVAC, doors, windows, siding, roofing)

The Financial Assistance Program does not have a maximum allowable per client, however the rental/mortgage and the utility assistance are limited to three (3) months (current month plus two (2) months in arrears).

ELIGIBILITY:

A military veteran is "any" person who served for "any" length of time in U.S. military service branch (Army, Navy, Air Force, Marines.) Certain Coast Guard personnel operating under the War Dept., Navy Dept. or Dept. of Defense are also military veterans and active duty and current reservist members. To be eligible, Veteran must have been discharged under Honorable Conditions.

Eligible Veterans or Surviving Spouses beneficiaries must:

1. Be considered low or very low-income household. The United States Department of Housing and Urban Development (HUD) defines the term “low income” as 80 percent of the median family income for the area in the current year, subject to adjustments for areas with unusually high or low incomes or housing costs. For the H4TXH program, eligible veterans or surviving spouses must be listed on file with the county as the current owner(s) of the property and be current on existing mortgage loans or home equity loans prior to receiving assistance

OR:

2. Be a Disabled Veteran as determined by the Veterans Administration. For the H4TXH Program, the veteran must be listed on file with the county as the current owner(s) of the property and be current on existing mortgage loans or home equity loans prior to receiving assistance.

Very Low & Low-Income beneficiaries are considered the highest priority for services and waiting lists. Very Low-Income is 50% and Low-Income is 80% of the median family income for the area as defined by the U. S. Department of Housing and Urban Development (HUD).

Maximum Annual Household Income Allowed Per Number of Persons in Household

2022-2023	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Very Low Income	$23,850	$27,250	$30,650	$34,050	$36,800	$39,500	$42,250	$44,950
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Veteran Applicant(s) must also meet the following criteria:

Housing for Texas Heroes Program:

1. Must be owner-occupant of the house to be assisted.
2. Must provide veteran status documentation.
3. Veteran must reside within City of Laredo limits.
4. Must be a U.S. Citizen or have legal residency.
5. Must provide income verification: Social Security Award letter, SSI Award letter, VA Benefits, Retirement documentation, and/or check stubs.
6. All property taxes must be paid up-to date. This includes City, County and applicable School District taxes and all other applicable fees.
6. Applicant must confirm the home is current on any existing mortgage loans, home equity loans, deed of trust, or other instrument that is a lien.
7. The dwelling must not be under a Contract for Deed, or any similar purchase agreement.

Financial Assistance Program:

1. Must provide veteran status documentation.
2. Veteran must reside within City of Laredo limits.
3. Must be a U.S. Citizen or have legal residency.
4. Must provide income verification: Social Security Award letter, SSI Award letter, VA Benefits, Retirement documentation, and/or check stubs.

5. Proof of utility (light, water & gas) disconnection notice and/or rental eviction letter or mortgage delinquency letter.

APPLICATION REQUIREMENTS:

1. Median Income (AMI) and/or disabled by the Department of Veteran Affairs
2. Veteran/Active duty (180 consecutive days) or surviving spouse
3. Provide DD214 Form with Honorable Discharge
4. Provide income documentation for all household members over 18 years of age:
   - most current bank statement for each account
   - if applicable, last 30-days of check stubs
   - if applicable, SS/SSI/VA Award Letter(s)
5. Proof of U.S. Citizenship or legal residency for all household members over 18 years of age:
   - social Security card/resident card
   - current TX DL/ID
6. Marriage & Death Certificates for surviving spouse
7. Proof of current mortgage statement or Home Deed **(H4TXH Program Only)**
8. Home Lease Agreement **(Financial Assistance Program Only)**
9. Proof of utility (light, water & gas) disconnection notice and/or rental eviction letter or mortgage delinquency letter. **(Financial Assistance Program Only)**
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RECORD KEEPING:

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The use of an application will be the initial data collection tool to gather required documentation in order to approve applicant. Microsoft Access database will be used to keep track of all applicants and an Excel log spreadsheet will be kept for all qualified and non-qualified applicants to track and ensure beneficiaries are unduplicated.

The City will use determined separate accounting divisions for the H4TXH and the Financial Assistance Program funds, in order to account for all grant revenues and expenses separate from other funding sources.

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The forms listed below are the only forms acceptable by this program to determine veteran and Surviving Spouse eligibility.

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Surviving Spouse: Uniform Services Identification Card; Marriage Certificate; Death Certificate or one of the forms listed above for veteran's eligibility.

ADVERTISING:

The H4TXH and Financial Assistance Programs will operate by using referrals from other veteran assistance agencies within the community through the UniteUs.com, via e-mail, and walk-ins to provide program information. The City will contract the printing of informational bulletins and brochures to be distributed throughout City offices and local veteran assistance agencies. The City will also contract varied advertising services to further diffuse the program information and assistance opportunities. All promotional material will be reviewed by FVA communications prior to publication to ensure the required FVA logo and verbiage are included.

PROGRAM PROCESS:

H4TXH Program:

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Home Assessment: An initial assessment will be conducted to the home by an inspector/supervisor to determine necessary repairs/modifications to be made to existing dwelling. A report will be provided by the inspector/supervisor with recommendations on the required qualified modifications.

Application Review and Approval: Upon completed assessment, applications will then be carefully reviewed and approved by Review Board. Very low and low income households will be considered high priority. Applications will then be sorted and ranked by Review Board based on need, level of disability, financial status, and home condition. A letter will be sent out to the applicant notifying of approval or denial of services.

Bidding Process: After the application is approved by the Review Board, a Scope of Work and Specifications document will be initiated for the qualified modifications or repairs to be submitted for bidding process. It will take an estimated 10 business days to bid out project, select the lowest qualified bidder, initiate requisition for purchase order approval and for contractor to obtain required City permits. The City's Purchasing and Procurement policies and procedures will be followed to verify that home modification/repair services are fulfilled as required by FVA guidelines. All bidders must comply with insurance requirements and must have a current Certificate of Liability Insurance on file with Purchasing Department.

Agreements: Applicant(s) and contractor will meet at Laredo Municipal Housing office to sign the Acknowledgement, Notice to Proceed, Pre-Construction Conference, Agreement, and Contractor Damages forms.

Contract Timeline: The contractor will have 30 working days to complete the project as per scope of work. Final inspections will be conducted by Municipal Housing inspector/supervisor to ensure work was carried out according to the Scope of Work and Specifications document.

Payment Process: After all work as per agreed Scope of Work has been completed and the final inspection has been approved, the contractor will submit the invoice for services rendered to the Municipal Housing offices. The inspector will review invoices and verify all itemized services are completed and included as per the Scope of Work and Specifications document. The inspector/supervisor, division manager, and director will approve payment by signing the request for payment form and/or invoice. The invoice will be submitted to the City's Finance Department where it will be processed according to the City's Accounts Payable policy and procedures. The contractor will be paid directly for the services; no payment will be given directly to the program applicant.

Financial Assistance Program:

Application: Program applications will be issued out and collected in person at the following address: Laredo Municipal Housing/5511 Thomas Ave., Laredo, Texas 78041/ (956) 795-2320. Service availability will be Monday to Friday 8:00 A.M. to 5:00 P.M. and online applications will be available on the City of Laredo website (www.cityoflaredo.com). Municipal Housing staff will be available, if needed, to assist Veterans or family with the completion of the application. Eligibility and enrollment will take place during the intake session. Applicant will have ten (10) business days to provide/gather all the required documentation. All applications will be accepted for review process.

Application Review and Approval: Applications will then be carefully reviewed and approved by Review Board. Very low- and low-income households will be considered high priority. Applications will then be sorted and ranked by Review Board based on need, level of disability, and financial status. A letter will be sent out to the applicant notifying of approval or denial of services.

Payment Process: After all documentation of delinquency status for rent/mortgage and/or utilities has been verified, the program administrator, division manager, and director will approve payment by signing the request for payment form and/or invoice. The invoice will be submitted to the City's Finance Department where it will be processed according to the City's Accounts Payable policy and procedures. All payments will be made directly to third parties, such as landlords and utility companies. No payment shall be made directly to program participants.

Restrictions:

1. Assistance cannot be provided to a program participant who is receiving tenant-based rental assistance.
2. Participants must live within the City of Laredo limits.
3. Assistance for rent or mortgage is limited to one-time payment for a maximum of up to three (3) months (current month plus two (2) in arrears). Utility payment (light, water, gas) assistance will be a one-time payment for all three (3) utilities, including related late/disconnection service fees. Utility payment will be for the current month plus two (2) in arrears for each utility type.

CONFLICT OF INTEREST:

The general rule is that no person who exercise or have exercised any functions or responsibilities with respect to any H4TXH or Financial Assistance programs/activities administered by

Community Development (CD) Department or who are in a position to participate in a decision making process or to gain inside information with regard to such activities, may obtain a financial interest or benefit from any H4TXH or Financial Assistance programs/activities, or have a financial interest in any contract, subcontract, or agreement with respect to the proceeds of the H4TXH or Financial Assistance programs/activities, either for themselves or those with whom they have business or immediate and extended family ties, during their tenure or for one year after employment ceases.

As per general rule immediate and extended families are considered the following:

- Immediate Family, for this purpose, is defined as grandparents, parents, brothers, sisters, spouse, and children.
- Extended Family, for this purpose, is defined as uncles, aunts, nephews, and all other relatives of the applicant or his/her spouse.

The conflict of interest provision applies to any person who is an employee, agent, consultant, officer, or elected or appointed official, or of any designated public agencies, or sub recipients that are receiving funds through the H4TXH or Financial Assistance programs.

APPEAL PROCESS:

Program applicants may contest any determinations or denials based on program policy or calculations. However, an applicant may not challenge requirements of the grant.

Applicants may file an appeal when it is believed there is an error with program eligibility determinations. An applicant must submit a written appeal directly with the program within ten (10) days of signed letter. If an applicant fails to file within the allotted time frame, said inaction will be deemed as an acceptance of the program determination. Applicants who file an appeal must provide individual facts or circumstances, as well as supporting documents to justify their petition. Appeals may be denied or approved in whole or in part after a thorough review of the circumstances, the information included in the applicant's file, and new documentation provided.

Appeal review: The program Review Board will review and address the appeal within (15) days of its receipt. If further review is necessary, Community Development Director will then pass on appeal with the Grant Officer of Texas Veterans Commission.

INDEMNIFICATION:

Permitted by the Constitution and the laws of the State of Texas, program participants shall indemnify, defend, and hold harmless the City of Laredo and their respective directors, officers, employees, and all agents from and against all losses, liabilities, damages, settlements, claims, actions, suits, penalties, fines, costs or expenses (including reasonable attorney fees, expert fees and other costs of investigation or defense at any stage of the proceedings) which may be sustained or incurred as the result of any negligent of willful act, omission, or conduct of the personnel, occurring in the course of the performance of this program. This indemnity obligation shall survive the expiration or termination of the agreement.

NONDESCRIMINATION:

The program shall not, in the provision of services or in any other manner, discriminate against any person on the grounds of age, race, color, creed, religion, sex, handicap, national origin, or familial status.

GOAL TRACKING:

The City of Laredo Community Development/Municipal Housing Division will determine if goals and/or outcomes are met by reviewing all applications to ensure unduplicated services for all veterans and their beneficiaries. A hard copy survey will be provided to each applicant after completion of all qualified projects in order to make sure all needs have been addressed and/or to get any feedback on what other services could be provided to enhance the H4TXH or Financial Assistance programs. Records will be kept for (4) four years under lock and key for customer protection and confidentiality.

This Policy and Procedures manual is intended to serve as a guide for the City of Laredo Texas Veterans Commission Fund for Veterans' Assistance Housing for Texas Heroes Grant Program and the Financial Assistance Program administered by the Laredo Municipal Housing, a division of Community Development. The Department of Community Development reserves the right to amend the City's adopted policies, procedures, H4TXH and Financial Assistance Programs as necessary, in order to adhere to the Texas Veterans Commission Fund for Veterans' Assistance Housing for Texas Heroes Grant Program and Financial Assistance Program procedures and guidelines.

City Council-Regular
Meeting Date: 07/18/2022
Initiated By: Samuel K. Selman, Interim City Manager
Staff Source: Tina Martinez, CD Director

SUBJECT

Prosperous and Affordable

Approving the submission of the 2022-2023 One Year Action Plan to the U.S. Department of Housing and Urban Development (HUD) request for funding in the amounts of $3,403,999.00 in 48th Action Year Community Development Block Grant (CDBG) funds, $1,239,355.00 through the HOME Investment Partnership Program, and $315,100.00 through the Emergency Solutions Grant (ESG). An additional $80,000.00 is anticipated to be received in Housing Rehabilitation Revolving Loan funds, $20,000.00 through CDBG Program Income, and $200,000.00 in HOME Program Income. Also authorizing the Interim City Manager to execute all documents as a result of the Plan's submission. The plan identifies the projects proposed to be funded by HUD through entitlement program funds and anticipated program income, which are as follows:

	48th AY Community Development Block Grant	
1	Community Development Administration	$679,000.00
2	Housing Rehabilitation Administration	$342,051.00
3	Housing Rehabilitation Loan Program	$700,000.00
4	Code Enforcement	$600,000.00
5	Graffiti Removal Program	$31,550.00
6	Homeless Services	$479,049.00
7	CDBG Rental Rehabilitation Program	$112,401.00
8	Park Improvements in District 1	$34,282.00
9	Sidewalks in District 1	$34,282.00
10	Park Improvements in District 2	$34,282.00
11	Sidewalks in District 2	$34,282.00
12	Park Improvements in District 3	$34,282.00
13	Sidewalks in District 3	$34,282.00
14	Park Improvements in District 4	$68,564.00
15	Park Improvements in District 5	$68,564.00
16	Park Improvements in District 7	$68,564.00
17	Park Improvements in District 8	$34,282.00
18	Sidewalks in District 8	$34,282.00

	TOTAL	**$3,423,999.00**

	Revolving Loan	
19	Housing Rehabilitation Revolving Loan Administration	$7,000.00
20	Housing Rehabilitation Revolving Loan Program	$73,000.00
	TOTAL	**$80,000.00**

	HOME Investment Partnership Grant	
21	HOME Program Administration	$123,000.00
22	Down Payment Assistance Program (PI)	$200,000.00
23	Tenant-Based Rental Assistance	$200,000.00
24	Community Housing Development Organization (CHDO)	$200,000.00
25	Homeowner Reconstruction Program	$271,756.00
26	HOME Affordable Rental Housing Program	$444,599.00
	TOTAL	**$1,439,355.00**

	Emergency Solutions Grant	
27	ESG Program Administration	$23,000.00
28	Emergency Shelter – Shelter Operations	$96,318.00
29	Emergency Shelter – Essential Services	$41,745.00
30	Street Outreach	$45,000.00
31	Rapid Re-Housing	$50,000.00
32	Homelessness Prevention	$51,037.00
33	Homeless Management Information System (HMIS)	$8,000.00
	TOTAL	**$315,100.00**

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On April 19, 2022, a public hearing was held at City Council Chambers to allow the public and City Council to submit any recommendations for projects for the 2022-2023 One Year Action Plan. No comments were received. One June 6, 2022, a second public hearing was held at City Council Chambers to allow the public and City Council to comment on the proposed projects for the 2022-2023 One Year Action 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 48th Action Year CDBG, HOME, and ESG program funds. The award of funds is contingent on the submission and approval of the 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, public meetings, public hearings, and citizen inquiries. City staff also met at several publicized locations to collect surveys regarding the need for programs and services in the community prior to the preparation of the draft plan.

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 One Year Action Plan was available for public review and comment for a period of 30 days beginning May 31, 2022, and ending on June 29, 2022, at the offices of the City Secretary, the Department of Community Development, at the Main Public Library, and on the Community Development
website: https://www.cityoflaredo.com/CommDev/index.html

In addition, two public hearings were held on April 19, 2022 and June 6, 2022 during the City Council meeting, to receive comments from the public and City Council. No comments were received.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

That this motion be approved in order to submit a timely Annual Action Plan.

Fiscal Impact

Fiscal Year:	2022-2023

Bugeted Y/N?: Y
Source of Funds: HOME
Account #: 217-6967
Change Order: Exceeds 25% Y/N: N
FINANCIAL IMPACT:
Home Investment Partnership Program: $1,239,355
HOME Program Income: $200,000

Fiscal Year: 2022-2023
Bugeted Y/N?: Y
Source of Funds: ESG
Account #: 219-9452
Change Order: Exceeds 25% Y/N: N
FINANCIAL IMPACT:
ESG Funds: $315,000

Fiscal Year: 2022-2023
Bugeted Y/N?: Y
Source of Funds: CDBG
Account #: 211-9410
Change Order: Exceeds 25% Y/N: N
FINANCIAL IMPACT:
CDBG Funds: $3,403,999
Housing Rehabilitation Revolving Loan Funds: $80,000
CDBG Program Income Funds: $20,000

City Council-Regular
Meeting Date: 07/18/2022
Initiated By: Samuel K. Selman, Interim City Manager
Staff Source: Tina Martinez, CD Director

SUBJECT

Prosperous and Affordable

Authorizing the Interim City Manager to execute all documents as a result of the application submission of the Section 108 Loan Application in the proposed amount of $4,115,000.00 to the U.S. Department of Housing and Urban Development (HUD) to request funding for the rehabilitation of an existing City-owned historical building known as the Southern Hotel located downtown at the 1200 block of Matamoros St., Laredo, TX 78040, for the purpose of providing twenty-two (22) mixed income affordable rental housing units of which thirteen (13) will be designated for low-moderate income households.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On June 6, 2022, a public hearing was held at City Council Chambers to allow the public and City Council to submit any comments on the Section 108 Loan Application. No comments were received.

BACKGROUND

The Southern Hotel located downtown at the 1200 block of Matamoros St., Laredo, TX 78040, for the purpose of providing additional affordable rental housing units available for low-moderate income households. The City of Laredo's intent is to expand the number of affordable units in Laredo with funds from the Section 108 Loan. This project will consist of 22 units, consisting of 13 low-income and 9 market rate units. The location of this historical building is in a low-to moderate-income area.

The City of Laredo is recognized as an entitlement City by HUD and is eligible to request up to five (5) times its annual Community Development Block Grant (CDBG) allocation from the Section 108 Loan. It is required that citizens be provided an opportunity to comment on the proposed use of funds and that a public hearing be held to receive comments.

The Section 108 Loan Application was available for public review and comment for a period of 30 days beginning May 31, 2022, and ended on June 29, 2022, at the offices of the City Secretary, the Department of Community Development, at the Main Public Library, and on the Community Development
website: https://www.cityoflaredo.com/CommDev/index.html

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

That this motion be approved in order to submit Section 108 Loan Application.

Fiscal Impact

Fiscal Year:	2022-2023
Bugeted Y/N?:	N
Source of Funds:	HUD Section 108 Loan
Account #:	
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:

Section 108 Loan: $4,115,000.00.

Attachments

Final Section 108 Loan Application
Certifications

City of Laredo
Community Development Department

SECTION 108 LOAN APPLICATION

Project Name: Rental Rehabilitation Program

SECTION I: ALL APPLICATIONS

1. Discussion of the proposed activities in the context of the Applicant's community development objectives as included in its HUD Consolidated Plan.

The proposed activity is part of the City's Annual Action Plan for fiscal years 2018, 2019, 2020 and 2021. Additionally, the City's 2020-2024 Consolidated Plan identifies the lack of affordable housing in the City as a major obstacle for residents and describes the need for safe, sanitary, accessible, and affordable housing throughout the City of Laredo. For these reasons, the City has identified housing rehabilitation as a priority need and the rehabilitation of existing housing as a goal in its 2020-2024 Consolidated Plan. The activity was described as follows: This project will consist of the rehabilitation of an existing city owned historical building located downtown for the purpose of providing additional affordable rental housing units to be available for low-moderate income households.

The proposed project location is 1210 Matamoros St. in Laredo, TX 78040, also known as the Southern Hotel, a three-story Victorian Commercial structure was among the community's flagship hotels at the start of the 20th century. The current Southern Hotel structure, although vacant for at least 20 years, indicates that it served continuously as a lodging house until its upper two floors were used to store inventory for its most recent owner's automobile parts store. Photographs of the Southern Hotel indicate that despite the lack of air conditioning, it took advantage of southerly breezes with balconies which opened to the street. Screen doors still attached to the doorways of its upper floors, allowed guests to maintain their privacy while allowing the breeze to circulate. During its early years, bathrooms were centrally located in the hallway, and in the winter, each room was warmed by a gas stove surrounded by a brick fireplace. In the 1930's, each room was reduced by a small bathroom with its own free-standing tub and wash basin. Examples of both are still found in most of the rooms.

The City's preferred outcome for rehabilitation and improvement of the existing public facility activity is to improve the building and provide more affordable housing units to the community so that it is functioning properly, cared for, and occupied by tenants. This historical building that would otherwise deteriorate and/or be demolished, diminishes the city's opportunity to offer affordable housing to the community and is currently an unattractive area in the community. The suitable resolution for a distressed building depends on the results of the assessment, direction-purpose, and the willingness of City of Laredo to make the essential rehabilitation and agrees to bring the building up to code and rehabilitation compliance. With the demand for affordable housing exceeding the city's supply of units, Laredo has identified a need to preserve its existing historical buildings.

The City of Laredo's intent is to rehabilitate this historical building, a former hotel, to add a total of 22 units, consisting of 13 low-income and 9 market rate units. This building will be entirely residential with some amenities such as a laundry room, a fitness center and a community room to be available exclusively for tenants residing in this apartment complex. The intent is to expand the number of affordable units that can be created through the Section 108 Loan. Beyond the affordability of the housing, the benefits reach other neighboring buildings and helps revitalize the surrounding neighborhood. The location of this historical building is in a low- to moderate-income neighborhood which will guarantee its quick occupancy.

The City obtained a Section 108 Loan in the past which was a great success. This loan was requested for renovations needed to the Hamilton Hotel. The Hamilton Hotel, located at 815 Salinas Ave., Laredo, Texas, was renovated and converted into 165 residential units for low/moderate income residents. In an effort to support the project, a City Corporation submitted a Low-Income Housing Tax Credit application to the Texas Department of Housing and Community Affairs (TDHCA) and requested the City of Laredo to provide gap financing in the

EQUAL HOUSING OPPORTUNITY

form of a Section 108 Loan to complement private sector financing back in 1998. The Section 108 Loan was paid-off in January 2017.

2. **Requested Amount of Section 108 Assistance (in increments of $1,000)**
   - **If the Section 108 financing fee (the fee that HUD charges for loan disbursements under Section 108 loan guarantee commitments) is going to be paid for with Section 108 loan proceeds, please include that amount in the overall request. (The fee is announced through a Federal Register notice posted on program website each fiscal year.)**
     The expected total project cost is estimated to be $5,143,000.00. The City of Laredo is requesting a Section 108 Loan in the amount of $4,115,000.00 and the City will utilize existing funds in the amount of $1,030,000.00 already allocated in previous Annual Action plans submitted and approved by HUD to complete project construction budget. A future annual allocation of CDBG entitlement funds, of $270,206, will be set aside for the repayment of the loan for the next 20 years. The City anticipates to generate Program Income (PI) that will also contribute to the repayment of this Section 108 Loan. Also, the HUD 108 Credit Subsidy Fee will be paid with CDBG annual allocation funds. Please refer to page 11 of the attached Funding Model which references the Section 108 financing fee.

   - **This amount must be equal to or lower than the local government's or state's available borrowing capacity under the program.**
     HUD grantees have a borrowing capability of up to 5 times its last annual allocation. Based on the 2021 CDBG allocation for the City of Laredo granted by the U.S. Department of Housing and Urban Development (HUD), the City's current borrowing capacity is $18,470,305.00. The City is requesting a Section 108 Loan totaling $4,115,000.00, which is lower than the local government's available borrowing capacity under the program.

3. **Specific Section 108 Certifications and Other CDBG Certifications to accompany an application (comparable to what the public entity already uses for CDBG Program)**
   - ***Entitlement Public Entities:*** Certifications will be executed and submitted with the final Section 108 Loan Application.

SECTION II: PROJECT(S) – SPECIFIC APPLICATIONS

1. **Project Information:**
   - **Detailed description of project(s) to be financed with the Section 108 guaranteed loan with any relevant information to support the project need:**
     This project will consist of the rehabilitation of an existing historical building located in the heart of downtown at 1210 Matamoros St. in Laredo, TX 78040, for the purpose of increasing affordable rental housing units to be available to low-mod income households.

     Affordable housing in our community is in dire need based on the economic times, which should indicate that subsidization for low-mod income families should help alleviate the shortage for these groups. Affordable housing in the City of Laredo is anticipated to be more difficult to find, given the slow rise in wages, the increasing costs to construct new affordable housing, and the transient nature of the labor force. As the cost to construct new affordable housing increases, City staff anticipates an accelerating increase in rent and mortgage costs for low to moderate populations.

     The data compiled for the City's 2020-2024 Consolidated Plan showed the need for additional affordable housing units. The waiting lists for the Laredo Housing Authority (LHA) included 150 families for Section 8 Housing, 2 for Public Housing, and 14 for Farm Labor Housing. As the population of Laredo grows, the number of low-and-moderate income households does as well, and this increases the demand for public housing and vouchers. While LHA administers 998 public housing units and 1,372 vouchers, there is a clear need for additional housing assistance for low-income families.

EQUAL HOUSING OPPORTUNITY

Additionally, as of the month of September of last year, the City of Laredo had an active waiting list of 90 individuals for its Tenant-Based Rental Assistance (TBRA) Program which currently assists 100 individuals with their rent on an annual basis who are residing downtown at the Hamilton Senior Residence. An additional 65 individuals are part of the waiting list for the different elderly projects which the City currently manages.

The prohibitive cost of housing poses a challenge for many of the City's residents. Still, the needs are more acute among public housing residents, as evidenced by the fact that the average annual income is $10,772.00. In addition, the 2021 80% area median income limit for a family of four in Laredo is $48,700.00.

Also, the City has not had a State tax credit project in the last 10 years, which shows the growing and dire need for more affordable housing projects in our community. The purpose for this request is to attain a positive effect which stem from affordable housing in our community and also to give examples of the life changing impacts affordable housing has on families. This project supports the department's mission "to provide better quality of life for citizens of the City of Laredo, particularly persons of low and moderate income by creating housing and economic development opportunities, facilitating public improvements, and promoting a clean, health, and safe environment."

The City of Laredo has been working towards delivering options to provide affordable units to benefit low to moderate income (LMI) persons, preventing or eliminating slum and blight and meeting other community development needs with specific urgency because prevailing conditions pose a serious and immediate risk to the welfare of the community.

With the recent addition of 26 units, funded with CDBG and HOME grant funds, the City has gradually added 4 new locations creating more affordable units within the last 6 years. Additional funding resources are needed to meet the growing needs of the community. Furthermore; community development goals are to rebuild and repopulate neighborhoods affected by abandonment and we believe this Section 108 Loan will be the perfect tool to address these goals.

Affordable housing would generate positive spillover effects, increasing demand for local jobs and businesses, raising property values, reducing crime, and making more efficient use of existing public infrastructure. Also, the aim is to change the demographic composition of neighborhoods by increasing infrastructure to spur economic diversity, and increase population.

- **Estimated timeline for project(s)**
  Project Construction Schedule:

COMPLETED TASKS	
Task One: Assessment Phase	150-210 Cal. Days
Task Two: Schematic Design Development Phase	60-90 Cal. Days
TASKS TO BE INITIATED UPON APPROVAL OF LOAN	
Task Three: Design Development Phase	60-90 Cal. Days
Task Four: Construction Document Phase	60-90 Cal. Days
Task Five: Bidding and Negotiation	30-60 Cal. Days
Task Six: Construction Observation Phase	360-420 Cal. Days
Task Seven: Allowance (Unanticipated services)	

Necessary timeline for HUD guaranteed financing and/or expected closing date of local loan:
The City of Laredo will work with the Section 108 Loan staff in order to obtain approval of this loan as soon as possible in order to continue the planned tasks.

EQUAL HOUSING OPPORTUNITY

Information on when environmental review process will occur, or, if begun, current stage of process:
The environmental review process for this activity is underway. The City is expected to receive an Authority to Use Grant Funds from HUD providing a clearance for this activity by May 2022.

2. **Information on Organizational Arrangements:**
   - **Identify entity or entities carrying out the project or project components.**
     Describe type of entities are involved: unit of general local government, designated public agency (DPA), non-profit subrecipient administering project on Applicant's behalf, or third party developer or business.
     The City has been involved in multiple affordable housing construction projects and counts with certified Engineers and staff specialized in construction. The City of Laredo is the unit of general local government which will be carrying out this project and its components. The City's Community Development (CD) and Engineering Departments will be responsible for administering all consulting services, construction tasks, and supervising the project. CD will also administer the Section 108 Loan and will ensure companies adhere to all HUD, State, and City rules and regulations. After construction is completed, the City will maintain ownership and management responsibility of the units.

     Additionally, the City was successful at managing the rehabilitation of a $2.2 million dollar project, the Martha C. Narvaez Affordable Rental Housing units. These units are located at 820 Convent, in Laredo, TX and are fully operational to capacity, housing 15 low income individuals at this time.

   - **Basic information on experience or capacity of parties involved to carry out this type of activity:**
     The City has been involved in multiple housing construction projects and counts with certified engineers and construction specialists. The City's Engineering Department has assisted in the new construction/renovation of twenty-six (26) affordable rental housing units during the last five years, as mentioned below:

     2015 - Downtown Elderly Affordable Rental Housing, located at 1901 Farragut: 4 units
     2019 – Fernando A. Salinas Affordable Rental Housing, located at 1806 Juarez: 4 units
     2020 – Fernando A. Salinas Affordable Rental Housing, located at 1803 Juarez: 3 units
     2021 – Martha C. Narvaez Affordable Rental Housing, located at 820 Convent: 15 units

     Municipal Housing, a division of the Community Development Department, will be the management company. This division has the experience as it currently oversees over 620 affordable rental units for the City. The City hired an Architect with experience in historical preservation, for additional guidance, and to coordinate with city departments in order to design, construct/renovate, and administer this project accordingly.

     Additionally, the City obtained a Section 108 Loan in the past which was a great success. This loan was requested for renovations needed to the Hamilton Hotel. The Hamilton Hotel, located at 815 Salinas Ave., Laredo, Texas, was renovated and converted into 165 residential units for low/moderate income residents. In an effort to support the project, a City Corporation submitted a Low-Income Housing Tax Credit application to the Texas Department of Housing and Community Affairs (TDHCA) and requested the City of Laredo to provide gap financing in the form of a Section 108 Loan to complement private sector financing back in 1998. The Section 108 Loan was paid-off in January 2017.

     This 12-story property was originally built as a hotel in the early 1900's. Property was purchased and re-developed as a Low-income Housing Tax Credit project for senior residents. This building is 96% leased and occupied and encompasses 155,774 square feet of gross building area which consists of 165 dwelling units, 3 commercial street retail spaces, and a restaurant. Also, available are an on-site leasing office, two (2) elevators, resident lobby area, common eating area, mailroom, and an outdoor courtyard on the east side of the building. In addition, currently there are also approximately 95 tenants residing at the Hamilton

EQUAL HOUSING OPPORTUNITY

Hotel receiving Tenant Based Rental Assistance (TBRA) provided by the U.S. Department of Housing and Urban Development (HUD) HOME Investment Partnerships (HOME) funds administered by the City of Laredo.

The City actively works with the management company of the Hamilton Hotel and meets every other month with the Laredo Housing Finance Corporation board to discuss items related to the Hamilton Hotel.

3. Information for Financial Underwriting:

- **Sources and uses statement (for the entire project)**
  - **Should cover total project development cost**
  - **Identify the specific uses of Section 108 funds**
  - **Section 108 financing fee should be accounted for as a use of funds**

Total construction cost is estimated at $5,143,121.00 million or $233,778 per unit, as shown in the table below. Total costs include approximately $4,759,346.00 million in hard costs and $383,775 in soft costs, which includes the HUD 108 credit subsidy fee, construction interest, and contingency. The Section 108 Loan funds will be used exclusively for any costs associated with the rehabilitation of a City owned building to create affordable rental housing units. The City foresees using its CDBG annual allocation funds for soft costs and a small portion for hard costs. Please refer to the Funding Model attached (pages 7-10) for a detailed description of soft costs and hard costs for this project.

The project will be funded through a combination of the annual allocation from the City of Laredo's CDBG funds and the HUD Section 108 Loan. The total CDBG funds City will contribute is estimated at just over $1.0 million and the HUD Section 108 Loan is estimated at $4.11 million. The vacant property is currently owned by the City of Laredo.

Description	Amount	% of Total
CONSTRUCTION SOURCES AND USES		
Construction Sources	**$5,143,121**	**100%**
City CDBG Contribution	$1,028,624	20%
HUD Section 108 Loan	$4,114,497	80%
Construction Uses	**$5,143,121**	**100%**
Total Hard Costs	$4,759,346	93%
Total Soft Costs	$383,775	7%
Amount Over/(Under)	**$0**	
PERMANENT SOURCES AND USES		
Permanent Sources	**$5,143,121**	**100%**
City Contribution	$1,028,624	20%
HUD Section 108 Loan	$4,114,497	80%
Permanent Uses	**$5,143,121**	**100%**
Total Development Cost	$5,143,121	100%
Amount Over/(Under)	**$0**	

Source: Economic & Planning Systems

Z:\Shared\Projects\DEN\193113-Laredo TX Southern Hotel Redevelopment\Models\[193113-MODEL-Southern Hotel-4-25-22.xlsm]T-Sources-Uses

EQUAL HOUSING OPPORTUNITY

- **Information on other proposed and committed sources of project financing**

The City of Laredo has committed to providing CDBG funds from its annual CDBG allocation in the amount of $270,206 per year to repay the Section 108 Loan.

- **Information on estimated revenue and operating expenses**

Project revenues are generated by monthly rental income associated with the 13 low-income units and 9 market rate units. Revenues reflect a target rental rate of an average of $562 per month for the low-income units and $606 per month for the market rate units. Gross stabilized annual rental income is estimated at $153,000 per year. The analysis of net operating income (NOI) also accounts for annual operating expenditures such as repairs and maintenance, generally tenant services, common area utilities, general administration, payroll, and insurance. Total stabilized operating expenditures are estimated at $76,230 per year. Stabilized effective gross revenue less operating expenditures or NOI is estimated at $74,949 per year. A detailed project pro forma is provided in the appendix of this application.

- **Identification of repayment source(s) for Section 108 loan**

The Section 108 Loan is anticipated to be repaid through a combination of annual NOI (Generated PI) and/or from the City's CDBG annual allocation funds in the amount of $270,206. As noted, stabilized NOI is estimated at $74,949 per year and is estimated to escalate annually. For the purposes of this analysis, revenues are escalated at 2.0 percent annually and expenditures at 3.0 percent annually. The result is relatively minimal changes in annual NOI. Near term escalation rates are estimated to range from 0.50 to 0.90 percent per year while the annual escalation rate in later years is estimated to range from 0.25 to 0.50 percent per year.

- **Proposed Section 108 principal-only repayment schedule**

The estimated debt service schedule is summarized below. Annual interest and principal payments reflect a 20-year term and a 2.75 percent interest rate. Annual principal payments are estimated to increase from $157,057 in Year 1 to $262,974 in Year 20.

Period	Year	Starting Balance	Interest	Principal	Payment	Ending Balance
Year 0	2021	$4,114,497	$0	$0	$0	$4,114,497
Year 1	2022	$4,114,497	-$113,149	-$157,057	-$270,206	$3,957,439
Year 2	2023	$3,957,439	-$108,830	-$161,377	-$270,206	$3,796,063
Year 3	2024	$3,796,063	-$104,392	-$165,814	-$270,206	$3,630,248
Year 4	2025	$3,630,248	-$99,832	-$170,374	-$270,206	$3,459,874
Year 5	2026	$3,459,874	-$95,147	-$175,060	-$270,206	$3,284,815
Year 6	2027	$3,284,815	-$90,332	-$179,874	-$270,206	$3,104,941
Year 7	2028	$3,104,941	-$85,386	-$184,820	-$270,206	$2,920,121
Year 8	2029	$2,920,121	-$80,303	-$189,903	-$270,206	$2,730,218
Year 9	2030	$2,730,218	-$75,081	-$195,125	-$270,206	$2,535,093
Year 10	2031	$2,535,093	-$69,715	-$200,491	-$270,206	$2,334,602
Year 11	2032	$2,334,602	-$64,202	-$206,005	-$270,206	$2,128,597
Year 12	2033	$2,128,597	-$58,536	-$211,670	-$270,206	$1,916,927
Year 13	2034	$1,916,927	-$52,715	-$217,491	-$270,206	$1,699,437
Year 14	2035	$1,699,437	-$46,735	-$223,472	-$270,206	$1,475,965
Year 15	2036	$1,475,965	-$40,589	-$229,617	-$270,206	$1,246,348
Year 16	2037	$1,246,348	-$34,275	-$235,932	-$270,206	$1,010,416
Year 17	2038	$1,010,416	-$27,786	-$242,420	-$270,206	$767,997
Year 18	2039	$767,997	-$21,120	-$249,086	-$270,206	$518,910
Year 19	2040	$518,910	-$14,270	-$255,936	-$270,206	$262,974
Year 20	2041	$262,974	-$7,232	-$262,974	-$270,206	$0
Year 21	2042	$0	$0	$0	$0	$0
Year 22	2043	$0	$0	$0	$0	$0
Year 23	2044	$0	$0	$0	$0	$0
Year 24	2045	$0	$0	$0	$0	$0
Year 25	2046	$0	$0	$0	$0	$0
Year 26	2047	$0	$0	$0	$0	$0
Year 27	2048	$0	$0	$0	$0	$0
Year 28	2049	$0	$0	$0	$0	$0
Year 29	2050	$0	$0	$0	$0	$0
Year 30	2051	$0	$0	$0	$0	$0

Source: Economic & Planning Systems

Z:\Shared\Projects\DEN\193113-Laredo TX Southern Hotel Redevelopment\Models\[193113-MODEL-Southern Hotel-4-25-22.xlsm]T-108 Amort

EQUAL HOUSING OPPORTUNITY

- **Proposed collateral for the Section 108 guaranteed financing (in addition to pledged CDBG funds)**

The City is proposing the existing Southern Hotel building and land as collateral for the Section 108 Loan guaranteed financing. An "as-completed" appraisal report was created on January 22, 2022 by Valbridge Property Advisors which appraised the project at a market value of $5,400,000.00 (restricted/subsidized amount). See attached complete appraisal report for additional information. Appendix B.

4. **Information for Program Requirements:**

○ **Eligible Section 108 activity categories and associated citations to 24 CFR 570.703 for components of that project:**

This activity will fall under Section 24 CFR 570.703(h) pursuant to 24 CFR 570.202 (a)(2).
Eligible Activities:
(h) Housing Rehabilitation
(a)(2) Low-income public housing and other publicly owned residential buildings and improvements.

○ **Description of CDBG national objective(s) that the project(s)/project components will meet and associated citations to 24 CFR 570.208:**

- **Components can meet different national objectives or different criteria for the same national objective**

The CDBG national objective is benefit of low-and moderate-income (LMI) persons under the housing activities (LMH) subcategory. The housing category of LMI benefit national objective qualifies activities that are undertaken for the purpose of providing or improving permanent residential structures which, upon completion, will be occupied by LMI households.

A total of 22 units, consisting of 13 low-income and 9 market rate units, are proposed to be constructed. Overall, this will benefit and be occupied by 59% of LMI households and 41% market rate households, which exceeds the HUD requirement that at least 51% of the units must be occupied by LMI households at affordable rents.

○ **Supporting documentation demonstrating how national objectives will be met**

Due to the nature of this activity, it is being classified under LMI. Supportive income documentation will accompany the tenancy application of the individuals/households to occupy the 13 low-income units. This will include but is not limited to wages/salaries, benefits/pensions, public assistance, and any other income sources and will be required in order to ensure that their income is at or below 80% of the AMI and qualify to occupy one of these units.

EQUAL HOUSING OPPORTUNITY

Certifications to Accompany HUD Section 108 Loan Guarantee Program Applications for Entitlement Public Entities

Instructions for Use

Entitlement public entities, which are metropolitan cities or an urban counties receiving a Community Development Block Grant (as defined in 24 CFR 570.701), can use **the certifications in this form as well as the attached form containing certifications regarding lobbying when submitting an application for Section 108 Loan Guarantee Program assistance.**

The Section 108 Loan Guarantee Program is authorized by Section 108 of the Housing and Community Development Act of 1974, as amended, 42 USC §5308. The program's authorizing statute and governing regulations at 24 CFR part 570, subpart M, and in particular 24 CFR 570.704(b), require applications for loan guarantee assistance submitted by these entities to be accompanied by certain certifications.

States or non-entitlement entities should not use this form, as there are different requirements for these entities when submitting an application. For more information on the requirements for States and non-entitlements, please email section108@hud.gov.

HUD will normally accept the certifications submitted with the application; however, HUD may consider relevant information which challenges the certifications and require additional information or assurances from the public entity as warranted by such information.

ENTITLEMENT PUBLIC ENTITY CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing Section 108 application submission requirements, the undersigned certifies, on behalf of the entitlement public entity and to the best of his or her knowledge and belief, that:

1. It possesses the legal authority to make the pledge of grants required under 24 CFR 570.705(b)(2);

2. It has made efforts to obtain financing for activities described in the application without the use of the loan guarantee, it will maintain documentation of such efforts for the term of the loan guarantee, and it cannot complete such financing consistent with the timely execution of the program plans without such guarantee;

3. It possesses the legal authority to submit the application for assistance under 24 CFR Part 570, Subpart M and to use the guaranteed loan funds in accordance with the requirements of Subpart M;

4. Its governing body has duly adopted or passed as an official act a resolution, motion or similar official action:

   (a) Authorizing the person identified as the official representative of the public entity to submit the application and amendments thereto and all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the public entity to act in connection with the application to provide such additional information as may be required; and

   (b) Authorizing such official representative to execute such documents as may be required in order to implement the application and issue debt obligations pursuant thereto (provided that the authorization required by this paragraph may be given by the local governing body after submission of the application but prior to execution of the contract required by §570.705(b));

5. Before the submission of its application to HUD, it has:

   (a) furnished citizens with information required by 24 CFR 570.704(a)(2)(i);

   (b) held at least one public hearing to obtain the views of citizens on community development and housing needs;

   (c) prepared its application in accordance with the citizen participation requirements and made the application available to the public;

6. It is following a detailed citizen participation plan that meets the requirements described in 570.704(a)(2);

7. It will affirmatively further fair housing, and the guaranteed loan funds will be administered in compliance with:

   (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); and

   (b) The Fair Housing Act (42 U.S.C. 3601-3619);

8. In the aggregate, at least 70 percent of all CDBG funds, as defined at §570.3, to be expended during the one, two, or three consecutive years specified by the public entity for its CDBG program will be for

activities which benefit low- and moderate-income persons, as described in criteria at §570.208(a);

9. It will comply with the requirements governing displacement, relocation, real property acquisition, and the replacement of low- and moderate-income housing described in §570.606;

10. It will comply with the requirements of 24 CFR 570.200(c)(2) with regard to the use of special assessments to recover the capital costs of activities assisted with guaranteed loan funds;

11. (Where applicable, the public entity may also include the following additional certification.)
It lacks sufficient resources from funds provided under this subpart or program income to allow it to comply with the provisions of 24 CFR 570.200(c)(2), and it must therefore assess properties owned and occupied by moderate income persons, to recover the non-guaranteed loan funded portion of the capital cost without paying such assessments in their behalf from guaranteed loan funds;

12. It will comply with the other provisions of title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.) and with other applicable laws.

_____
(City of Laredo)

_____ _____
(Signature of Authorized Official) (Date)

_____
(Samuel K. Selman, Interim City Manager)

Certifications to Accompany HUD Section 108 Loan Guarantee Program Applications for Entitlement Public Entities

SECTION 108 LOAN GUARANTEE PROGRAM

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____

(City of Laredo)

_____

(Signature of Authorized Official)

_____

(Samuel K. Selman, Interim City Manager)

_____

(Date)

Certifications to Accompany HUD Section 108 Loan Guarantee Program Applications for Entitlement Public Entities

SECTION 108 LOAN GUARANTEE PROGRAM

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____

(City of Laredo)

_____

(Signature of Authorized Official)

_____

(Samuel K. Selman, Interim City Manager)

_____

(Date)

City Council-Regular
Meeting Date: 07/18/2022
Staff Source: Tina Martinez, CD Director

SUBJECT

Authorization to allow Interim City Manager to enter into an agreement between the City of Laredo and the Kansas City Southern Railway Company by which the City will agree to grant certain easements to Kansas City Southern to be used for railroad purposes. In exchange for these easements, Kansas City Southern will procure preliminary engineering services for the proposed grade separations and hire a consultant to prepare a grant application for federal funding for the proposed grade separations, crossing closures, and crossing protections needed to implement the proposed quiet zone corridor. No financial impact at this time.

PREVIOUS COUNCIL ACTION

At the City Council meeting on May 16, 2022, staff provided an update presentation on the current status of the Quiet Zone Implementation Project.

BACKGROUND

Kansas City Southern Railway and the City of Laredo are working towards the implementation of a Quiet Zone along certain portions of the railway located in downtown Laredo. As part of this project a federal grant application will be submitted by Kansas City Southern and the City. Kansas City Southern has offered to bear some of the costs of preparing the grant application in exchange for the City's contribution of easements which will be required for the Quiet Zone implementation.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends approval of the motion.

Fiscal Impact

Fiscal Year:	2022
Bugeted Y/N?:	NA
Source of Funds:	NA
Account #:	NA
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Attachments

Letter from KCSR to City of Laredo
KCSR ROW Exhibit

KANSAS CITY SOUTHERN

MAILING ADDRESS: P.O. BOX 219335 • KANSAS CITY, MO 64121-9335

FOUNDED 1887

WARREN K. ERDMAN
EXECUTIVE VICE PRESIDENT
ADMINISTRATION & CORPORATE AFFAIRS
PHONE: (816) 983-1454
EMAIL: WErdman@KCSouthen.com

www.kcsouthern.com

July 12, 2020

Mr. Keith Selman
City Manager, City of Laredo, TX
1110 Houston Street
P.O. Box 579
Laredo, Texas 78042-0579

VIA EMAIL

Dear Keith:

Thank you again for your time and that of your team on Monday this week to review with me and the KCS team a plan to better protect the KCS rail corridor from the international rail bridge through downtown Laredo with a combination of the proposed new grade separations, quiet zone protection, and some redundant crossing closures. We are very encouraged by our partnership to secure federal grant funding with KCS and local support for this project.

Toward moving us forward as quickly as possible, KCS has already reached out to a federal grant consulting firm that we have worked with in the recent past and had good success with in other states, to retain them to assist us jointly in preparing the most competitive grant application(s) we can jointly put forward.

In addition, KCS has identified engineering firms to do very high-level, very preliminary engineering to recommend if the proposed grade separations should be over- or under-passes and what a ballpark cost estimate might be for each.

KCS will get this work started immediately and forward fund it so that we can move quickly and try to be among the first applicants ready with a qualified grant application.

In consideration of our funding of this work, KCS would appreciate the City of Laredo working with us to provide KCS the easements we need quickly at the bridge to commence construction later this fall of our second span international rail bridge at Laredo, and in advance of our discussion of the additional easements we have discussed that we will request for the balance of the corridor through downtown Laredo as part of the corridor protection/quiet zone project.

More specifically, and in order to help expedite this project for both the City and KCS, KCS offers to:

(1) engage an engineering firm to provide a preliminary engineering assessment and recommendation whether an underpass or overpass will work best at each of the 3 agreed grade separation locations once the City provides us its response to our proposal for those, and to provide a ballpark cost figure for constructing each for use in an expedited grant application; and,

KANSAS CITY SOUTHERN

MAILING ADDRESS: P.O. BOX 219335 • KANSAS CITY, MO 64121-9335

FOUNDED 1887

(2) hire a consultant to prepare the grant application(s) under the appropriate federal funding program(s) for the grade separations/crossing closures/crossing protection needed to implement the proposed quiet zone corridor.

In exchange for these expenditures, KCS asks that the City grant KCS easements needed for construction of the new international rail bridge (please see attached map, survey, and property descriptions) to proceed. The requested easements are in the area already used for rail operations, adjacent to the current bridge and track. The easements would be for railroad purposes, including construction and operation of the new bridge and adjoining track, for so long as KCS, Tex Mex or their successors own and/or operate rail structures and rail facilities at the easement location. That location is described in the attached surveys and property descriptions.

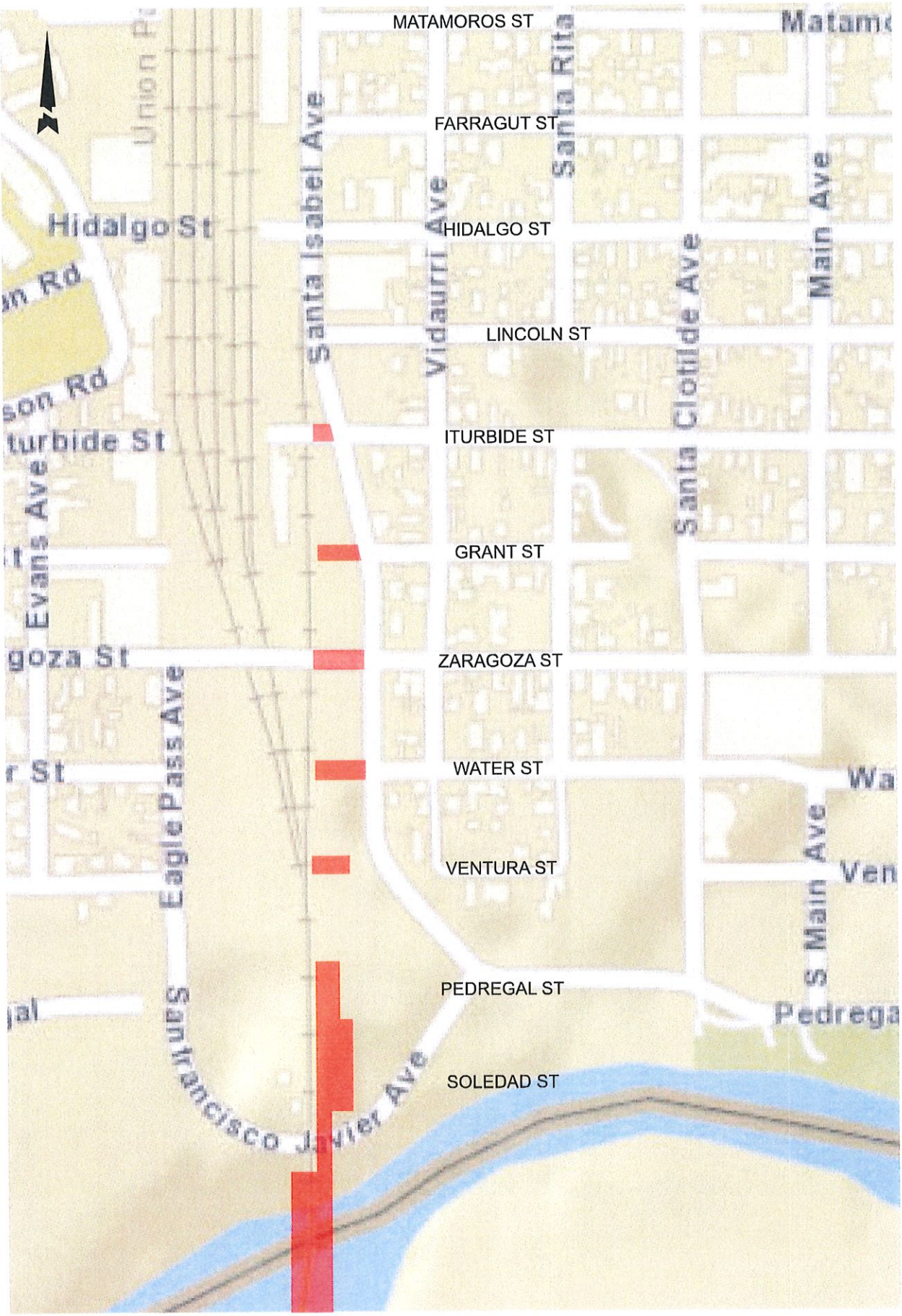
Hopefully we can move forward with these immediate actions and get our grant consultant and engineering firm working on the grant application(s) and preliminary engineering work as described above.

Thank you again for working with us to bring this wonderful improvement to downtown Laredo as quickly as possible, and for allowing us to be your private-sector partner in pursuing these grant applications.

Please let me know if you have any questions or if there are further steps that KCS needs to take in order to obtain the requested easements for the new international rail bridge.

Very sincerely,

Warren Erdman
EVP, Administration & Corporate Affairs



KANSAS CITY SOUTHERN Lines

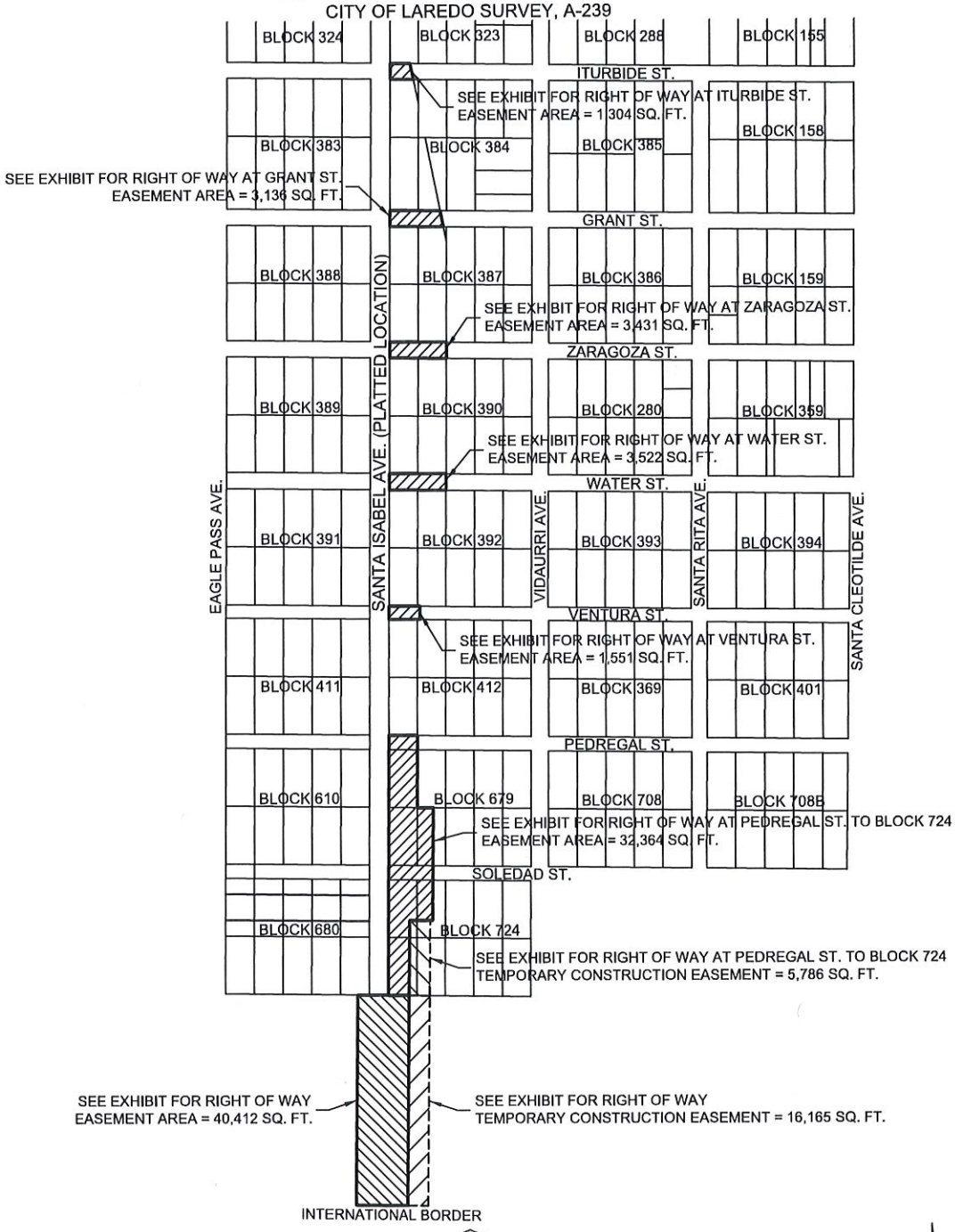
LAREDO RIGHT-OF-WAY EXHIBIT

RIGHT-OF-WAY REQUESTED

OVERALL EXHIBIT

WEBB COUNTY, TEXAS

CITY OF LAREDO SURVEY, A-239



DATE: JUNE 1, 2021

STATE OF TEXAS · REGISTERED · GREGORY THOMPSON · 6320 · PROFESSIONAL LAND SURVEYOR

Gregory Thompson

Gregory Thompson

Registration Number: RPLS 6320

NOTE:
1. COORDINATE SYSTEMS IS NAD 83 CONVERTED INTO WGS84 UTM 14 FEET
2. TOTAL EASEMENT AREA = 85,720 SQ. FT.
3. TOTAL TEMPORARY CONSTRUCTION EASEMENT = 21,951 SQ. FT.

WCI

NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D

SHEET NO: 1 OF 1
SCALE: 1" = 3000'
PROJECT NO: 20-400-094-00
DRAWN BY: NWK DATE: 6/1/2021
CHECKED BY: GLT 6/1/2021
APPROVED BY:

WILSON & COMPANY
Suite 725
500 W 7th St.
Fort Worth, TX 76102
Phone: 682-316-5001

OVERALL EXHIBIT

SPLOT-INFOS

EXHIBIT FOR RIGHT OF WAY AT VENTURA ST.

WEBB COUNTY, TEXAS

CITY OF LAREDO SURVEY, A-239

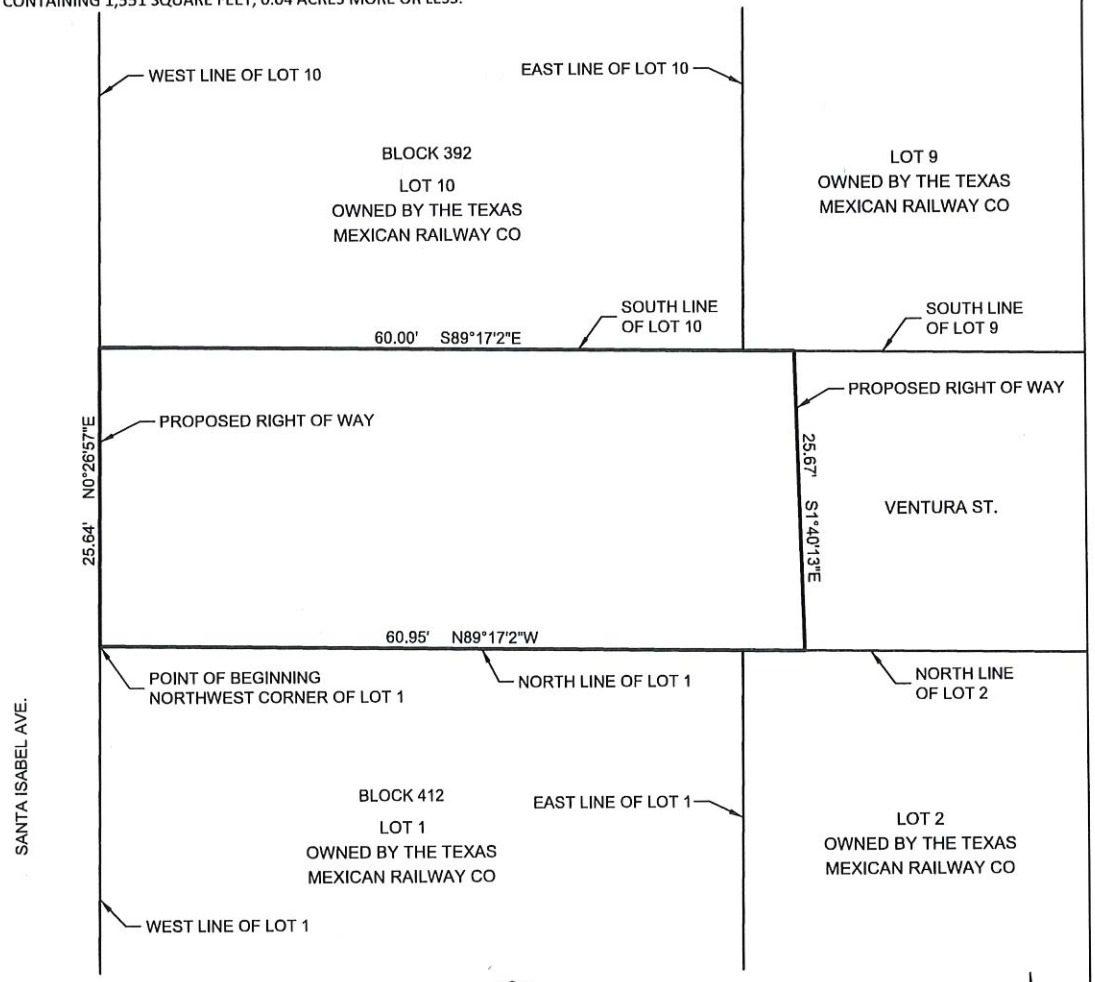
STATE OF TEXAS

COUNTY OF WEBB

BEING A 0.04 ACRE TRACT OF LAND OUT OF A PORTION OF VENTURA STREET THAT LIES BETWEEN BLOCK THREE HUNDRED AND NINETY-TWO (392) ON THE NORTH AND BLOCK FOUR HUNDRED AND TWELVE (412) ON THE SOUTH, SITUATED IN THE WESTERN DIVISION OF THE CITY OF LAREDO, WEBB COUNTY, TEXAS, SAID 0.04 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF LOT ONE (1) OF SAID BLOCK FOUR HUNDRED AND TWELVE (412);
THENCE N 0°26' 57" E A DISTANCE OF 25.64 FEET TO THE SOUTHWEST CORNER OF LOT TEN (10) OF SAID BLOCK THREE HUNDRED AND NINETY-TWO (392);
THENCE S 89°17' 2" E, ALONG THE SOUTH LINE OF SAID LOT TEN (10) AND THE SOUTH LINE OF LOT NINE (9) OF SAID BLOCK THREE HUNDRED AND NINETY-TWO (392), A DISTANCE OF 60.00 FEET;
THENCE S 1°40' 13" E, LEAVING SAID SOUTH LINE, A DISTANCE OF 25.67 FEET TO A POINT ON THE NORTH LINE OF LOT TWO (2) OF SAID BLOCK FOUR HUNDRED AND TWELVE (412);
THENCE N 89°17' 2" W, ALONG THE NORTH LINE OF SAID LOT TWO (2) AND SAID LOT ONE (1), A DISTANCE OF 60.95 FEET TO THE POINT OF BEGINNING;

CONTAINING 1,551 SQUARE FEET, 0.04 ACRES MORE OR LESS.



DATE: MARCH 18, 2021

STATE OF TEXAS
REGISTERED
GREGORY THOMPSON
6320
PROFESSIONAL
LAND SURVEYOR

Gregory Thompson

Gregory Thompson
Registration Number: RPLS 6320

NOTE:
1. COORDINATE SYSTEMS IS NAD 83 CONVERTED INTO WGS84 UTM 14 FEET
2. TOTAL EASEMENT AREA = 1,551 SQ. FT.

WCI

NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D

SHEET NO:	1 OF 1
SCALE:	1" = 150'
PROJECT NO:	20-400-094-00
DRAWN BY: NWK	DATE: 3/18/2021
CHECKED BY: GLT	3/18/2021
APPROVED BY:	

WILSON & COMPANY
Suite 725
500 W 7th St.
Fort Worth, TX 76102
Phone: 682-316-5001

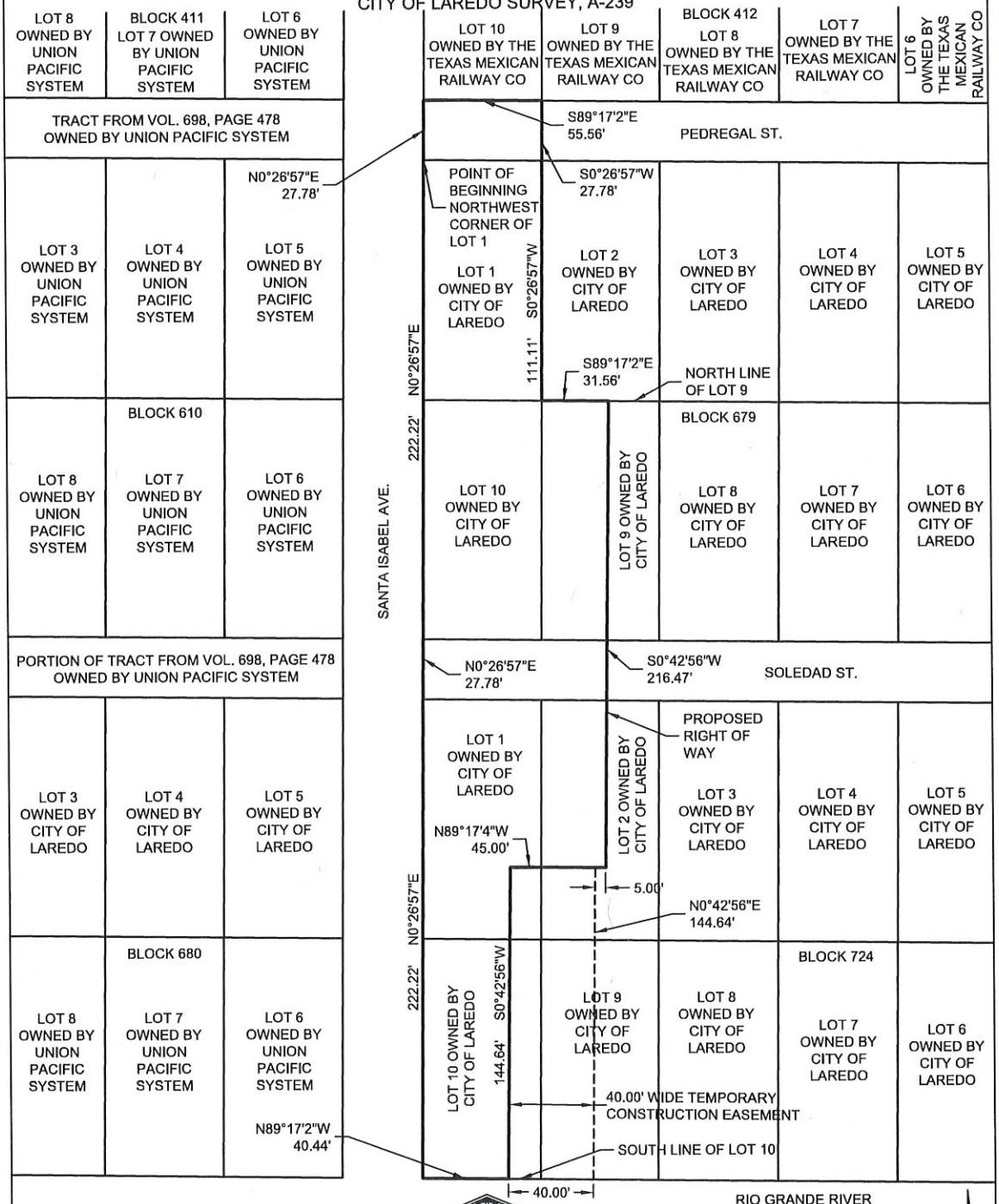
EXHIBIT FOR
RIGHT OF WAY
AT VENTURA ST.

SPLOT-INFOS

EXHIBIT FOR RIGHT OF WAY AT PEDREGAL ST. TO BLOCK 724

WEBB COUNTY, TEXAS

CITY OF LAREDO SURVEY, A-239



DATE: MAY 18, 2021

STATE OF TEXAS REGISTERED GREGORY THOMPSON 6320 PROFESSIONAL LAND SURVEYOR

Gregory Thompson

Gregory Thompson
Registration Number: RPLS 6320

NOTE:
1. COORDINATE SYSTEMS IS NAD 83 CONVERTED INTO WGS84 UTM 14 FEET
2. TOTAL EASEMENT AREA = 32,364 SQ. FT.
3. TEMPORARY CONSTRUCTION EASEMENT = 5,786 SQ. FT.

NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D
2	ADDED TEMPORARY CONSTRUCTION EASEMENT	NWK	5/18/21	GLT	
1	REVISE EASEMENT AREA	NWK	4/1/2021	GLT	

SHEET NO: 1 OF 2
SCALE: 1" = 700'
PROJECT NO: 20-400-094-00
DRAWN BY: NWK DATE: 3/19/2021
CHECKED BY: GLT 3/19/2021
APPROVED BY:

WILSON & COMPANY
Suite 725
500 W 7th St.
Fort Worth, TX 76102
Phone: 682-316-5001

EXHIBIT FOR RIGHT OF WAY AT PEDREGAL ST. TO BLOCK 724

SPLOT-INFOS

EXHIBIT FOR RIGHT OF WAY AT PEDREGAL ST. TO BLOCK 724

WEBB COUNTY, TEXAS

CITY OF LAREDO SURVEY, A-239

STATE OF TEXAS

COUNTY OF WEBB

BEING A 0.71 ACRE TRACT OF LAND OUT OF LOT ONE (1), LOT TEN (10), AND A PORTION OF LOT NINE (9) OF BLOCK SIX HUNDRED AND SEVENTY-NINE (679), A PORTION OF LOTS ONE (1), TWO (2), AND TEN (10) OF BLOCK SEVEN HUNDRED AND TWENTY-FOUR (724), A PORTION OF SOLEDAD STREET THAT LIES BETWEEN SAID BLOCK SIX HUNDRED AND SEVENTY-NINE (679) ON THE NORTH AND SAID BLOCK SEVEN HUNDRED AND TWENTY-FOUR (724) ON THE SOUTH, AND A PORTION OF PEDREGAL STREET THAT LIES BETWEEN BLOCK FOUR HUNDRED AND TWELVE (412) ON THE NORTH AND SAID BLOCK SIX HUNDRED AND SEVENTY-NINE (679) ON THE SOUTH, SITUATED IN THE WESTERN DIVISION OF THE CITY OF LAREDO, WEBB COUNTY, TEXAS, SAID 0.71 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF LOT ONE (1) OF SAID BLOCK SIX HUNDRED AND SEVENTY-NINE (679);
THENCE N 0° 26' 57" E A DISTANCE OF 27.78 FEET TO THE SOUTHWEST CORNER OF LOT TEN (10) OF SAID BLOCK FOUR HUNDRED AND TWELVE (412);
THENCE S 89° 17' 2" E, ALONG THE SOUTH LINE OF SAID LOT TEN (10), A DISTANCE OF 55.56 FEET TO THE SOUTHEAST CORNER OF SAID LOT TEN (10);
THENCE S 0° 26' 57" W, LEAVING SAID SOUTH LINE, A DISTANCE OF 27.78 FEET TO THE NORTHEAST CORNER OF LOT ONE (1) OF SAID BLOCK SIX HUNDRED AND SEVENTY-NINE (679);
THENCE CONTINUING S 0° 26' 57" W, ALONG THE EAST LINE OF SAID LOT ONE (1), A DISTANCE OF 111.11 FEET TO THE SOUTHEAST CORNER OF SAID LOT ONE (1);
THENCE S 89° 17' 2" E, ALONG THE NORTH LINE OF LOT NINE (9) OF SAID BLOCK SIX HUNDRED AND SEVENTY-NINE (679), A DISTANCE OF 31.56 FEET;
THENCE S 0° 42' 56" W, LEAVING SAID NORTH LINE, A DISTANCE OF 216.47 FEET;
THENCE N 89° 17' 4" W A DISTANCE OF 45.00 FEET;
THENCE S 0° 42' 56" W A DISTANCE OF 144.64 FEET TO A POINT ON THE SOUTH LINE OF LOT TEN (10) OF SAID BLOCK SEVEN HUNDRED AND TWENTY-FOUR (724);
THENCE N 89° 17' 2" W, ALONG SAID SOUTH LINE OF LOT TEN (10), A DISTANCE OF 40.44 FEET TO THE SOUTHWEST CORNER OF SAID LOT TEN (10);
THENCE N 0° 26' 57" E, ALONG THE WEST LINE OF LOT TEN (10) AND LOT ONE (1) OF SAID BLOCK SEVEN HUNDRED AND TWENTY-FOUR (724), A DISTANCE OF 222.22 FEET TO THE NORTHWEST CORNER OF SAID LOT ONE (1);
THENCE CONTINUING N 0° 26' 57" E A DISTANCE OF 27.78 FEET TO THE SOUTHWEST CORNER OF LOT TEN (10) OF SAID BLOCK SIX HUNDRED AND SEVENTY-NINE (679);
THENCE CONTINUING N 0° 26' 57" E, ALONG THE WEST LINE OF LOT TEN (10) AND LOT ONE (1) OF SAID BLOCK SIX HUNDRED AND SEVENTY-NINE (679), A DISTANCE OF 222.22 FEET TO THE POINT OF BEGINNING;

CONTAINING 32,364 SQUARE FEET, 0.74 ACRES MORE OR LESS.

DATE: MAY 18, 2021

STATE OF TEXAS · REGISTERED · GREGORY THOMPSON · 6320 · PROFESSIONAL LAND SURVEYOR

Gregory Thompson

Gregory Thompson
Registration Number: RPLS 6320

NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D
2	ADDED TEMPORARY CONSTRUCTION EASEMENT	NWK	5/18/21	GLT	
1	REVISE EASEMENT AREA	NWK	4/1/2021	GLT	

SHEET NO: 2 OF 2
SCALE:
PROJECT NO: 20-400-094-00
DRAWN BY: NWK DATE: 3/19/2021
CHECKED BY: GLT 3/19/2021
APPROVED BY:

WILSON & COMPANY
Suite 725
500 W 7th St.
Fort Worth, TX 76102
Phone: 682-316-5001

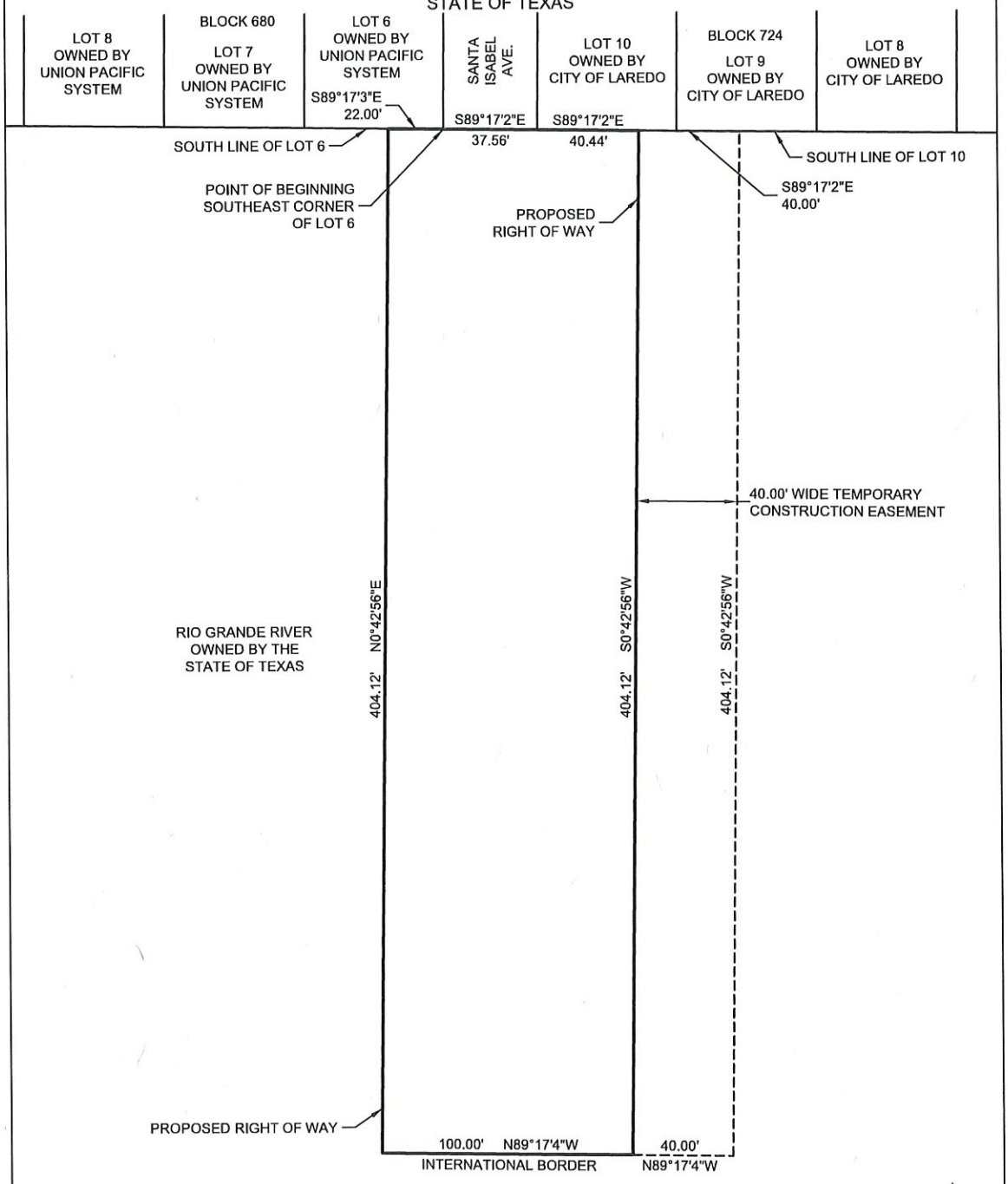
EXHIBIT FOR
RIGHT OF WAY AT
PEDREGAL ST. TO BLOCK 724

SPLOT-INFOS

EXHIBIT FOR RIGHT OF WAY

WEBB COUNTY, TEXAS

STATE OF TEXAS



DATE: MAY 18, 2021

Gregory Thompson

Gregory Thompson
Registration Number: RPLS 6320

STATE OF TEXAS
REGISTERED
GREGORY THOMPSON
6320
PROFESSIONAL
LAND SURVEYOR

NOTE:
1. COORDINATE SYSTEMS IS NAD 83 CONVERTED INTO WGS84 UTM 14 FEET
2. TOTAL EASEMENT AREA = 40,412 SQ. FT.
3. TEMPORARY CONSTRUCTION EASEMENT = 16,165 SQ. FT.

WCI

NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D
2	ADDED TEMPORARY CONSTRUCTION EASEMENT	NWK	5/18/21	GLT	
1	REVISE EASEMENT AREA	NWK	4/1/2021	GLT	

SHEET NO: 1 OF 2
SCALE: 1" = 600'
PROJECT NO: 20-400-094-00
DRAWN BY: NWK DATE: 3/18/2021
CHECKED BY: GLT 3/18/2021
APPROVED BY:

WILSON & COMPANY
Suite 725
500 W 7th St.
Fort Worth, TX 76102
Phone: 682-316-5001

EXHIBIT FOR RIGHT OF WAY

SPLOT-INFOS

EXHIBIT FOR RIGHT OF WAY

WEBB COUNTY, TEXAS

STATE OF TEXAS

STATE OF TEXAS

COUNTY OF WEBB

BEING A 0.76 ACRE TRACT OF LAND OUT OF A PORTION OF THE RIO GRANDE RIVER OWNED BY THE STATE OF TEXAS AND LOCATED SOUTH OF BLOCK SIX HUNDRED AND EIGHTY (680) AND BLOCK SEVEN HUNDRED AND TWENTY-FOUR (724), SITUATED IN THE WESTERN DIVISION OF THE CITY OF LAREDO, WEBB COUNTY, TEXAS, SAID 0.76 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHEAST CORNER OF LOT SIX (6) OF SAID BLOCK SIX HUNDRED AND EIGHTY (680);
THENCE S 89°17' 2" E A DISTANCE OF 37.56 FEET TO THE SOUTHWEST CORNER OF LOT TEN (10) OF SAID BLOCK SEVEN HUNDRED AND TWENTY-FOUR (724);
THENCE CONTINUING S 89°17' 2" E, ALONG THE SOUTH LINE OF SAID LOT TEN (10), A DISTANCE OF 40.44 FEET;
THENCE S 0° 42' 56" W, LEAVING SAID SOUTH LINE, A DISTANCE OF 404.12 FEET TO A POINT ON THE INTERNATIONAL BORDER;
THENCE N 89° 17' 4" W, ALONG SAID INTERNATIONAL BORDER, A DISTANCE OF 100.00 FEET;
THENCE N 0° 42' 56" E, LEAVING SAID INTERNATIONAL BORDER, A DISTANCE OF 404.12 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT SIX (6);
THENCE S 89° 17' 3" E, ALONG THE SOUTH LINE OF SAID LOT SIX (6), A DISTANCE OF 22.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 40,412 SQUARE FEET, 0.93 ACRES MORE OR LESS.

DATE: MAY 18, 2021

STATE OF TEXAS
REGISTERED
GREGORY THOMPSON
6320
PROFESSIONAL
LAND SURVEYOR

Gregory Thompson
Registration Number: RPLS 6320

NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D
2	ADDED TEMPORARY CONSTRUCTION EASEMENT	NWK	5/18/21	GLT	
1	REVISE EASEMENT AREA	NWK	4/1/2021	GLT	

SHEET NO: 2 OF 2
SCALE:
PROJECT NO: 20-400-094-00
DRAWN BY: NWK DATE: 3/18/2021
CHECKED BY: GLT 3/18/2021
APPROVED BY:

WILSON & COMPANY
Suite 725
500 W 7th St.
Fort Worth, TX 76102
Phone: 682-316-5001

EXHIBIT FOR RIGHT OF WAY

SPLOT:HRFOS

EXHIBIT FOR RIGHT OF WAY AT WATER ST.

WEBB COUNTY, TEXAS

CITY OF LAREDO SURVEY, A-239

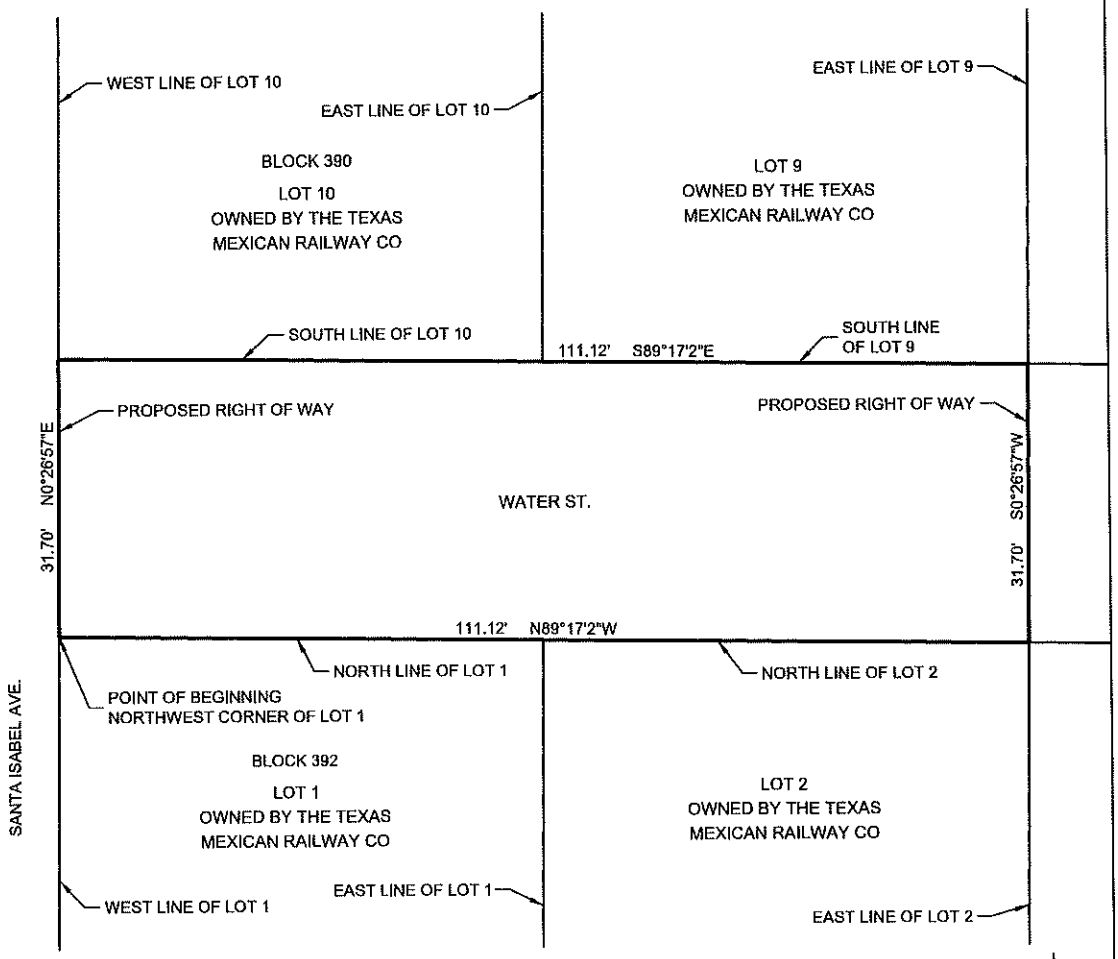
STATE OF TEXAS

COUNTY OF WEBB

BEING A 0.08 ACRE TRACT OF LAND OUT OF A PORTION OF WATER STREET THAT LIES BETWEEN BLOCK THREE HUNDRED AND NINETY-TWO (392) ON THE SOUTH AND BLOCK THREE HUNDRED AND NINETY (390) ON THE NORTH, SITUATED IN THE WESTERN DIVISION OF THE CITY OF LAREDO, WEBB COUNTY, TEXAS, SAID 0.08 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF LOT ONE (1) OF SAID BLOCK THREE HUNDRED AND NINETY-TWO (392);
THENCE N 00° 26' 57" E A DISTANCE OF 31.70 FEET TO THE SOUTHWEST CORNER OF LOT TEN (10) OF SAID BLOCK THREE HUNDRED AND NINETY (390);
THENCE S 89° 17' 02" E, ALONG THE SOUTH LINE OF SAID LOT TEN (10) AND THE SOUTH LINE OF LOT NINE (9) OF SAID BLOCK THREE HUNDRED AND NINETY (390), A DISTANCE OF 111.12 FEET TO THE SOUTHEAST CORNER OF SAID LOT NINE (9);
THENCE S 00° 26' 57" W, LEAVING SAID SOUTH LINE, A DISTANCE OF 31.70 FEET TO THE NORTHEAST CORNER OF LOT TWO (2) OF SAID BLOCK THREE HUNDRED AND NINETY-TWO (392);
THENCE N 89° 17' 02" W, ALONG THE NORTH LINE OF SAID LOT TWO (2) AND SAID LOT ONE (1), A DISTANCE OF 111.12 FEET TO THE POINT OF BEGINNING;

CONTAINING 3,522 SQUARE FEET, 0.08 ACRES MORE OR LESS.



DATE: MAY 13, 2021

STATE OF TEXAS
REGISTERED
GREGORY THOMPSON
6320
PROFESSIONAL
LAND SURVEYOR

Gregory Thompson

Gregory Thompson
Registration Number: RPLS 6320

NOTE:
1. COORDINATE SYSTEMS IS NAD 83 CONVERTED INTO WGS84 UTM 14 FEET
2. TOTAL EASEMENT AREA = 3,522 SQ. FT.

WCI

NO.	REVISION-DESCRIPTION	BY	DATE	CHKD	APPD

SHEET NO: 1 OF 1
SCALE: 1" = 200'
PROJECT NO: 20-400-034-00
DRAWN BY: NWK DATE: 5/12/2021
CHECKED BY: GLT 5/12/2021
APPROVED BY:

WILSON & COMPANY
Suite 725
500 W 7th St.
Fort Worth, TX 76102
Phone: 682-316-5001

EXHIBIT FOR
RIGHT OF WAY
AT WATER ST.

SPLOTINFO5

EXHIBIT FOR RIGHT OF WAY AT ZARAGOZA ST.

WEBB COUNTY, TEXAS

CITY OF LAREDO SURVEY, A-239

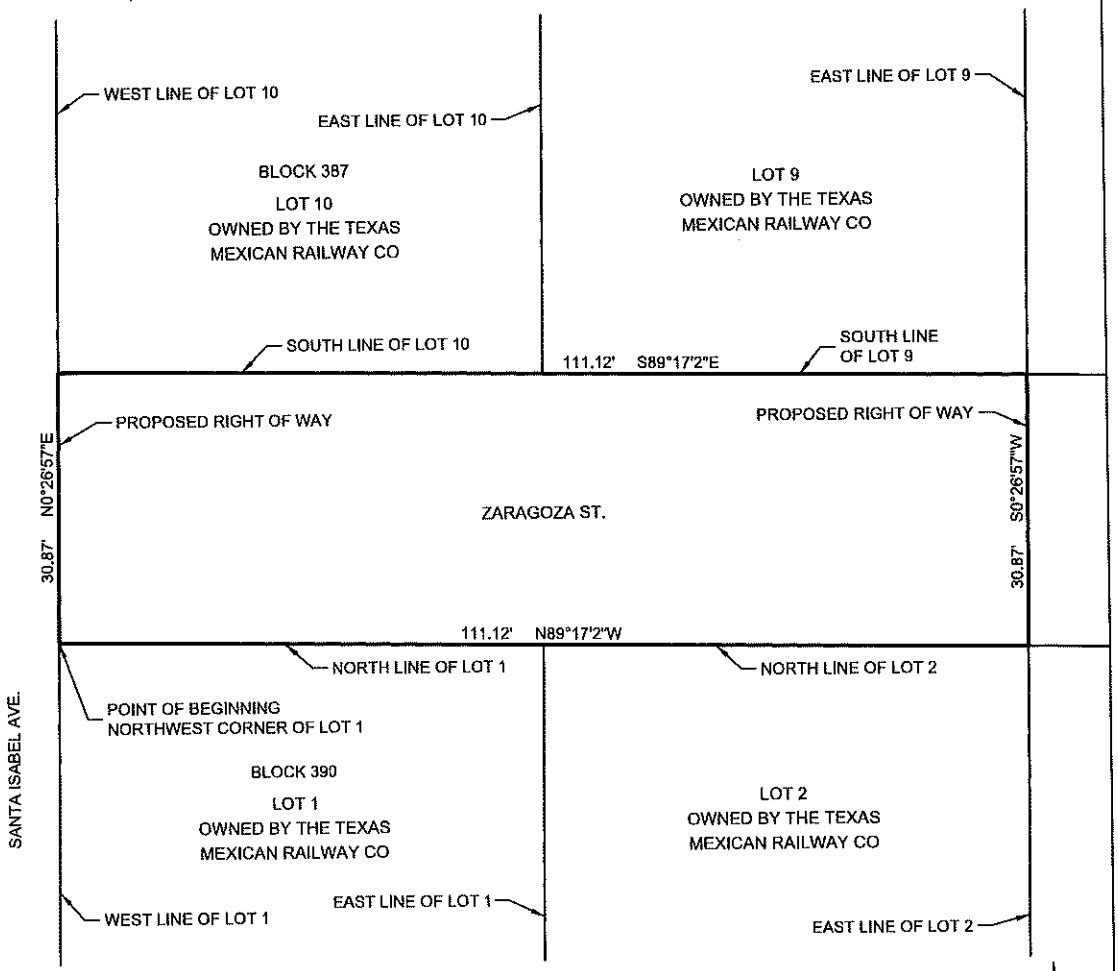
STATE OF TEXAS

COUNTY OF WEBB

BEING A 0.08 ACRE TRACT OF LAND OUT OF A PORTION OF ZARAGOZA STREET THAT LIES BETWEEN BLOCK THREE HUNDRED AND NINETY (390) ON THE SOUTH AND BLOCK THREE HUNDRED AND EIGHTY-SEVEN (387) ON THE NORTH, SITUATED IN THE WESTERN DIVISION OF THE CITY OF LAREDO, WEBB COUNTY, TEXAS, SAID 0.08 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF LOT ONE (1) OF SAID BLOCK THREE HUNDRED AND NINETY (390);
THENCE N 00° 26' 57" E A DISTANCE OF 30.87 FEET TO THE SOUTHWEST CORNER OF LOT TEN (10) OF SAID BLOCK THREE HUNDRED AND EIGHTY-SEVEN (387);
THENCE S 89° 17' 02" E, ALONG THE SOUTH LINE OF SAID LOT TEN (10) AND THE SOUTH LINE OF LOT NINE (9) OF SAID BLOCK THREE HUNDRED AND EIGHTY-SEVEN (387), A DISTANCE OF 111.12 FEET TO THE SOUTHEAST CORNER OF SAID LOT NINE (9);
THENCE S 00° 26' 57" W, LEAVING SAID SOUTH LINE, A DISTANCE OF 30.87 FEET TO THE NORTHEAST CORNER OF LOT TWO (2) OF SAID BLOCK THREE HUNDRED AND NINETY (390);
THENCE N 89° 17' 02" W, ALONG THE NORTH LINE OF SAID LOT TWO (2) AND SAID LOT ONE (1), A DISTANCE OF 111.12 FEET TO THE POINT OF BEGINNING;

CONTAINING 3,431 SQUARE FEET, 0.08 ACRES MORE OR LESS.



DATE: MAY 13, 2021

STATE OF TEXAS
REGISTERED
GREGORY THOMPSON
6320
PROFESSIONAL
LAND SURVEYOR

Gregory Thompson
Registration Number: RPLS 6320

NOTE:
1. COORDINATE SYSTEMS IS NAD 83 CONVERTED INTO WGS84 UTM 14 FEET
2. TOTAL EASEMENT AREA = 3,431 SQ. FT.

WCI

NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D

SHEET NO:	1 OF 1
SCALE:	1" = 200'
PROJECT NO:	20-400-094-00
DRAWN BY: NWK	DATE: 5/12/2021
CHECKED BY: GLT	5/12/2021
APPROVED BY:	

WILSON & COMPANY
Suite 725
500 W 7th St.
Fort Worth, TX 76102
Phone: 682-316-5001

EXHIBIT FOR
RIGHT OF WAY
AT ZARAGOZA ST.

SPLOT=INFOS

EXHIBIT FOR RIGHT OF WAY AT GRANT ST.

WEBB COUNTY, TEXAS

CITY OF LAREDO SURVEY, A-239

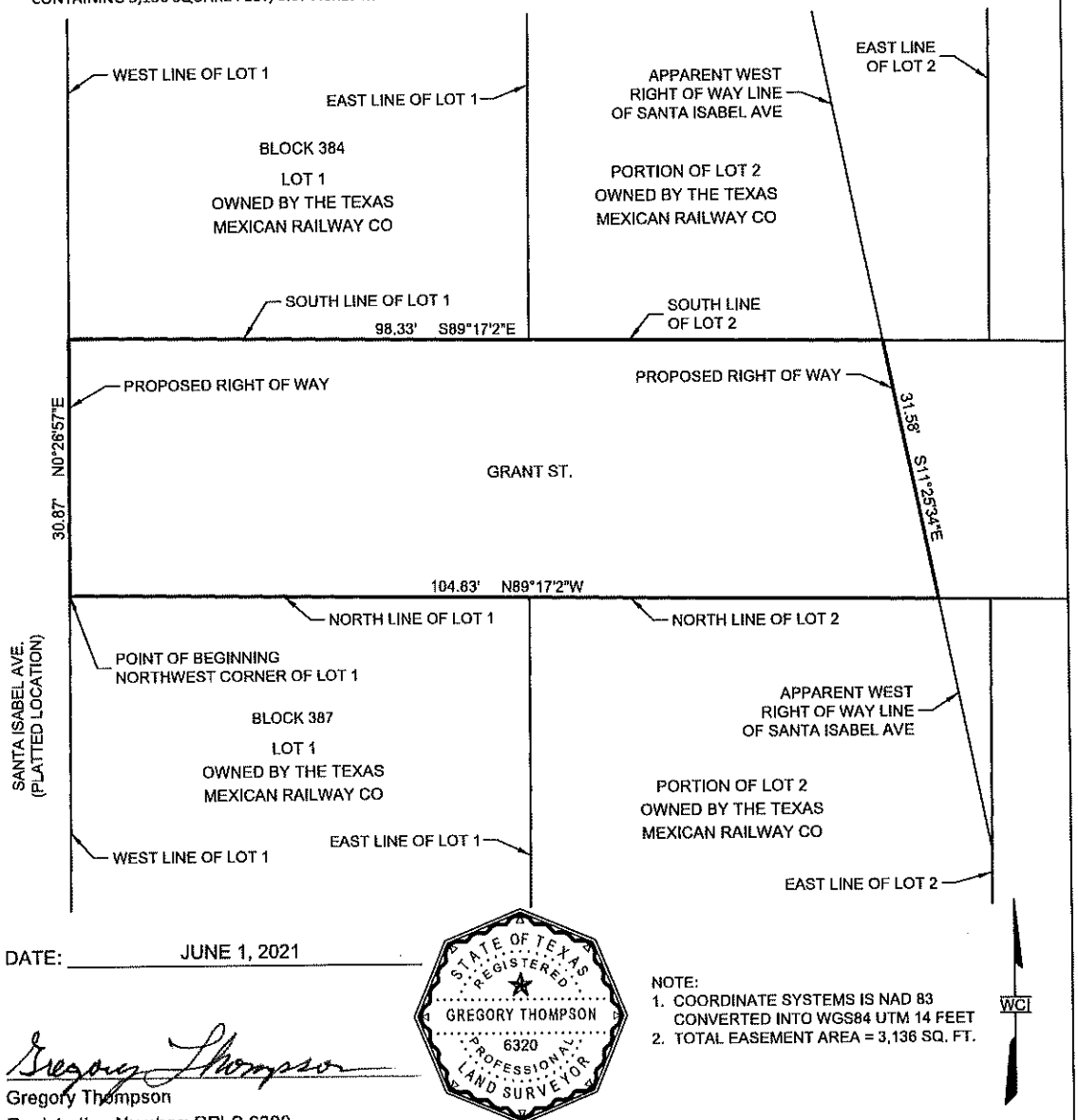
STATE OF TEXAS

COUNTY OF WEBB

BEING A 0.07 ACRE TRACT OF LAND OUT OF A PORTION OF GRANT STREET THAT LIES BETWEEN BLOCK THREE HUNDRED AND EIGHTY-SEVEN (387) ON THE SOUTH AND BLOCK THREE HUNDRED AND EIGHTY-FOUR (384) ON THE NORTH, SITUATED IN THE WESTERN DIVISION OF THE CITY OF LAREDO, WEBB COUNTY, TEXAS, SAID 0.07 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF LOT ONE (1) OF SAID BLOCK THREE HUNDRED AND EIGHTY-SEVEN (387);
THENCE N 00° 26' 57" E A DISTANCE OF 30.87 FEET TO THE SOUTHWEST CORNER OF LOT ONE (1) OF SAID BLOCK THREE HUNDRED EIGHTY-FOUR (384);
THENCE S 89° 17' 02" E, ALONG THE SOUTH LINE OF LOT ONE (1) AND LOT TWO (2) OF SAID BLOCK THREE HUNDRED EIGHTY-FOUR (384), A DISTANCE OF 98.33 FEET TO A POINT ON THE APPARENT WEST RIGHT OF WAY LINE OF SANTA ISABEL AVENUE AS CURRENTLY LOCATED;
THENCE S 11° 25' 34" E, ALONG SAID APPARENT WEST RIGHT OF WAY LINE, A DISTANCE OF 31.58 FEET TO A POINT ON THE NORTH LINE OF LOT TWO (2) OF SAID BLOCK THREE HUNDRED AND EIGHTY-SEVEN (387);
THENCE N 89° 17' 02" W, ALONG THE NORTH LINE OF LOT ONE (1) AND LOT TWO (2) OF SAID BLOCK THREE HUNDRED AND EIGHTY-SEVEN (387), A DISTANCE OF 104.83 FEET TO THE POINT OF BEGINNING;

CONTAINING 3,136 SQUARE FEET, 0.07 ACRES MORE OR LESS.



DATE: JUNE 1, 2021

STATE OF TEXAS REGISTERED GREGORY THOMPSON 6320 PROFESSIONAL LAND SURVEYOR

Gregory Thompson

Gregory Thompson
Registration Number: RPLS 6320

NOTE:
1. COORDINATE SYSTEMS IS NAD 83 CONVERTED INTO WGS84 UTM 14 FEET
2. TOTAL EASEMENT AREA = 3,136 SQ. FT.

WCI

NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D
1	ADDED RIGHT OF WAY LINE TO EXHIBIT	NWK	6/1/21	GLT	

SHEET NO: 1 OF 1
SCALE: 1" = 200'
PROJECT NO: 20-400-094-00
DRAWN BY: NWK DATE: 5/12/2021
CHECKED BY: GLT 5/12/2021
APPROVED BY:

WILSON & COMPANY
Suite 725
500 W 7th St.
Fort Worth, TX 76102
Phone: 682-316-5001

EXHIBIT FOR RIGHT OF WAY AT GRANT ST.

SPLOT-INFO5

EXHIBIT FOR RIGHT OF WAY AT ITURBIDE ST.

WEBB COUNTY, TEXAS

CITY OF LAREDO SURVEY, A-239

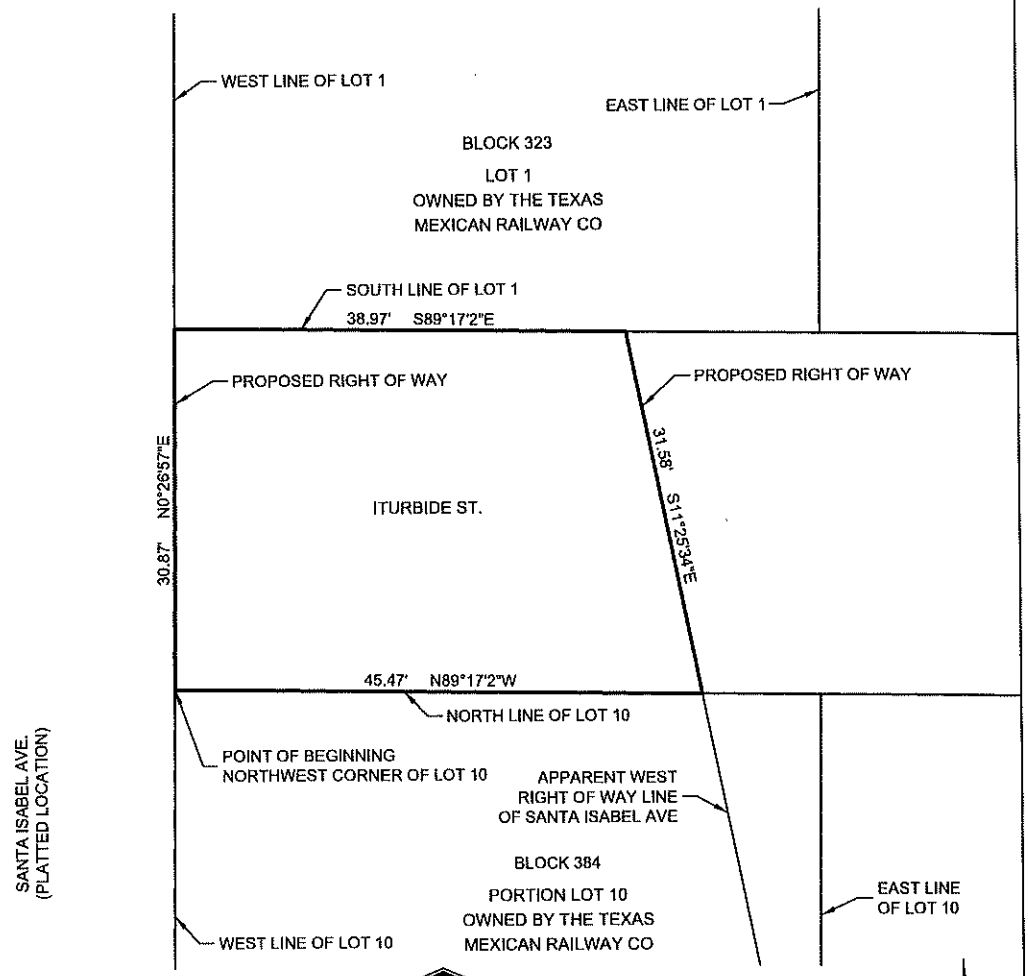
STATE OF TEXAS

COUNTY OF WEBB

BEING A 0.03 ACRE TRACT OF LAND OUT OF A PORTION OF ITURBIDE STREET THAT LIES BETWEEN BLOCK THREE HUNDRED AND EIGHTY-FOUR (384) ON THE SOUTH AND BLOCK THREE HUNDRED AND TWENTY-THREE (323) ON THE NORTH, SITUATED IN THE WESTERN DIVISION OF THE CITY OF LAREDO, WEBB COUNTY, TEXAS, SAID 0.03 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF LOT TEN (10) OF SAID BLOCK THREE HUNDRED AND EIGHTY-FOUR (384);
THENCE N 00° 26' 57" E A DISTANCE OF 30.87 FEET TO THE SOUTHWEST CORNER OF LOT ONE (1) OF SAID BLOCK THREE HUNDRED AND TWENTY-THREE (323);
THENCE S 89° 17' 02" E, ALONG THE SOUTH LINE OF SAID LOT ONE (1), A DISTANCE OF 38.97 FEET TO A POINT ON THE APPARENT WEST RIGHT OF WAY LINE OF SANTA ISABEL AVENUE AS CURRENTLY LOCATED;
THENCE S 11° 25' 34" E, ALONG SAID APPARENT WEST RIGHT OF WAY LINE, A DISTANCE OF 31.58 FEET TO A POINT ON THE NORTH LINE OF SAID LOT TEN (10);
THENCE N 89° 17' 02" W, ALONG THE NORTH LINE OF SAID LOT TEN (10), A DISTANCE OF 45.47 FEET TO THE POINT OF BEGINNING;

CONTAINING 1,304 SQUARE FEET, 0.03 ACRES MORE OR LESS.



DATE: JUNE 1, 2021

STATE OF TEXAS · REGISTERED · GREGORY THOMPSON · 6320 · PROFESSIONAL LAND SURVEYOR

Gregory Thompson

Gregory Thompson
Registration Number: RPLS 6320

NOTE:
1. COORDINATE SYSTEMS IS NAD 83 CONVERTED INTO WGS84 UTM 14 FEET
2. TOTAL EASEMENT AREA = 1,304 SQ. FT.

WCI

NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D
1	ADDED RIGHT OF WAY LINE TO EXHIBIT	NWK	6/1/21	GLT	

SHEET NO: 1 OF 1
SCALE: 1" = 150'
PROJECT NO: 20-400-094-00
DRAWN BY: NWK DATE: 5/12/2021
CHECKED BY: GLT 5/12/2021
APPROVED BY:

WILSON & COMPANY
Suite 725
500 W 7th St.
Fort Worth, TX 76102
Phone: 682-316-5001

EXHIBIT FOR
RIGHT OF WAY
AT ITURBIDE ST.

SPLOT-INFOS

City Council-Regular
Meeting Date: 07/18/2022
Initiated By: Samuel K. Selman, Interim City Manager
Staff Source: Aileen Ramos

SUBJECT

Discussion with possible action to enter into an agreement with the Laredo PONY Association for an additional sponsorship in an amount not to exceed $16,000.00 for the 2022 World Series Softball Tournament to be held from July 12, 2022, through July 17, 2022, and the World Series Baseball Tournament to be held from July 28, 2022, through August 1, 2022 for a total amount of $86,000.00. Funding is available in the Convention & Visitors Bureau Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

It is anticipated that over 100 teams will participate from throughout the United States and Mexico and between 25,000 to 30,000 team members and visitors will be in our city for these tournaments. The Laredo hotels are expected to be at capacity and hotels in Cotulla and Zapata have been contacted to handle the overflow. This tournament will produce an economic benefit for our local restaurants, hotels, entertainment venues and retail businesses.
The local tournament coordinator is Richard Rosas with Laredo PONY League.

PREVIOUS COUNCIL ACTION

A-2022-R-09
Staff Reports 68. Discussion with possible action to enter into an Agreement with the Laredo Pony Association for sponsorship in an amount not to exceed $70,000.00 of the 2021 World Series Softball Tournament to be held from July 12, 2022 through July 17, 2022, and the World Series Baseball Tournament to be held from July 28, 2022 through August 1, 2022. It is anticipated that over 100 teams will participate from throughout the United States and Mexico and between 25,000 to 30,000 team members and visitors will be in our city for these tournaments. The Laredo hotels are expected to be at capacity and hotels in Cotulla and Zapata have been contracted to handle the overflow. This tournament will produce an economic benefit for our local restaurants, hotels, entertainment venues and retail businesses.

Richard Rosas representing Laredo Pony League asked for support in regards to the Softball and Baseball World Series. Joel Vasquez with the Convention and Visitors Bureau stated that the monies budgeted was the same amount as prior years. Cm. Torres asked what additional amount of money was needed. Mr. Rosas stated that $16k would cover the rooms for the softball. MPT. Rodriguez asked management to

bring back another item to show the economic impact and what is your recommendation. Motion to approve. Moved: Cm. Torres Second: Cm. Dr. Martinez 25 For: 7 Against: 0 NP: Cm. Gonzalez, Mayor Saenz. Motion Carries. Abstain: 0

BACKGROUND

M2019-R-11
Staff Reports 25. Discussion with possible action on the funding and in-kind support of the 2019 PONY Annual Baseball Tournament (Bronco & Palomino categories) expecting visitors from the U.S., Asia and Europe from August 1-5, 2019; and any other matters incident thereto.

Ground Transportation $25,000
Team/Officials Housing $34,700
Internet Live Streaming $7,500
Field Rental $4,400
Staff $1,915
Total $73,515

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

N/A

Fiscal Impact

Fiscal Year:	2022
Bugeted Y/N?:	Y
Source of Funds:	Operations Budget
Account #:	250-5315-553-5606

Change Order: Exceeds 25% Y/N: N

FINANCIAL IMPACT:

Funding is available in the Convention & Visitors Fund.

Engineering 43.

City Council-Regular

Meeting Date: 07/18/2022

Initiated By: Riazul Mia, Assistant City Manager

Initiated By: Riazul Mia, Assistant City Manager

Staff Source: Ramon E. Chavez, P.E. City Engineer

SUBJECT

Planned and Moving

Authorizing the Interim City Manager to execute and approve amendment No.1, an increase in the amount of $18,250.00 to the professional services contract with CMT-Tec, L.L.C., Laredo, Texas for additional concrete compressive strength cylinders and in-place density testing, for the City of Laredo / Webb County-City of Laredo Regional Mobility Authority (WC-CL RMA) / Webb County Drainage District No. 1 (WCDD No. 1) Los Presidentes Arterial Project from Loop 20 (Cuatro Vientos) to Brownwood Street to include Phase 2A (Concord Hills Blvd. - Brownwood Street). Current contract amount with this amendment is $58,350.00. Funding is available in the Capital Grants Fund.

PREVIOUS COUNCIL ACTION

On March 29, 2021, City Council approved to award a contract to CMT-Tec, L.L.C., Laredo, Texas, in the amount of $40,100.00 for the City of Laredo / WCCL RMA / WCDD No. 1 Ave. Los Presidentes Arterial Project from Loop 20 (Cuatro Vientos) to Brownwood Street for the materials testing & observation services.

BACKGROUND

This is a contract to Provide Laboratories Services as needed for City of Laredo/WC-CL RMA/WCDD No. 1 Los Presidentes Ave. Arterial from Loop 20 (Cuatro Vientos) to Brownwood Street. Project to include, but not limited to Atterberg Reports, Proctor Reports, Densities, Concrete Cylinders and sampling Reports.

	Amount
Original Contract	$40,100.00
Amendment No.1	$18,250.00
Current Contract with this Amendment No.1	$58,350.00

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION
Approval of this motion.

Fiscal Impact

Fiscal Year:	2022
Bugeted Y/N?:	Y
Source of Funds:	Capital Grants Fund
Account #:	458-2663-525-9301
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

Attachments

Los Presidentes-Testing Lab
Los Presidentes 2A
Lago del Valle VII

CMT-Tec

Construction Materials Testing

TBPE FIRM No. F-5082

May 23, 2022

Mr. Ramon E. Chavez, PE
City Engineer
City of Laredo
1110 Houston Street
Laredo, Texas 78040

Re: Amendment 1
Construction Materials Testing
Los Presidentes Arterial Project
Laredo, Texas
CMT Proposal No. CMT-T2205-01

Dear Mr. Chavez:

As requested, ***CMT-Tec, LLC (CMT)*** is pleased to present Amendment 1 as referenced above.

SCOPE OF WORK

Our scope of work consists of construction materials testing as required and/or specified by the City of Laredo. The following section provides an estimate of the fees required to complete the scope of work.

ESTIMATE OF FEES

DESCRIPTION	QUANTITY	RATE ($)	TOTAL ($)
Concrete Cylinders - Collection and Compression Testing (per set)	80	200.00	16,000.00
In-place Density Testing-Nuclear	50	45.00	2,250.00
Total Estimate			18,250.00

The itemized fees above are an estimate and should ONLY be used for budgeting purposes. Actual charges will be assessed only for those items completed and will be billed at the rates stated.

We appreciate the opportunity to provide you with our proposal. If the scope of work and

project fees are acceptable, please provide us with notice to proceed by returning to our office a signed copy of this letter proposal or other official authorization.

If you have any questions regarding our proposal or if you require our assistance in another capacity, please call us at (956) 728-1123.

Sincerely,

CMT-Tec, LLC
TBPE Firm No. F-5082

Thomas J. O'Connor, Jr., P.E., REM
Principal

/tjo

Authorization to Proceed:
Printed Name:

Title:

Signature:

Date:

DOC #1462391, PLAT 0059 / 0007 - 0067
Document Type: PLAT
Record Date: 03/23/2022 01:35:11 PM
Fees: $121.00, Recorded By: AL
Margie Ramirez Ibarra, Webb County Clerk

LEGAL DESCRIPTION - 1.25 ACRE TRACT

A tract of land containing 1.25 acres, more or less, situated in Porcion 33, Jose Dionisio Trevino, original grantee, Abstract No. 3084, City of Laredo, Webb County, Texas; said 1.25 acre tract being out of Santa Fe Webb, LLC Tract I 112.1881 acre tract recorded in Volume 3137, Pages 660-668, Webb County Official Public Records; said tract of land containing 1.25 acres, more or less, being more particularly described by metes and bounds as follows:

COMMENCING at a found ½" diameter iron rod, same point being an interior corner of Lot 1, Block 14, Lago Del Valle Subdivision Phase II, recorded in Volume 27, Pages 48-50, Webb County Plat Records and exterior corner of the 112.1881 acre tract;

THENCE S 58° 05' 59" E, through the interior of the 112.1881 acre tract, a distance of 370.44 feet to a set ½" diameter iron rod for an exterior corner hereof and **POINT OF BEGINNING**;

THENCE through the interior of the 112.1881 acre tract, the following calls and distances:

N 89° 25' 41" E, a distance of 189.34 feet to a set ½" diameter iron rod and point of deflection;

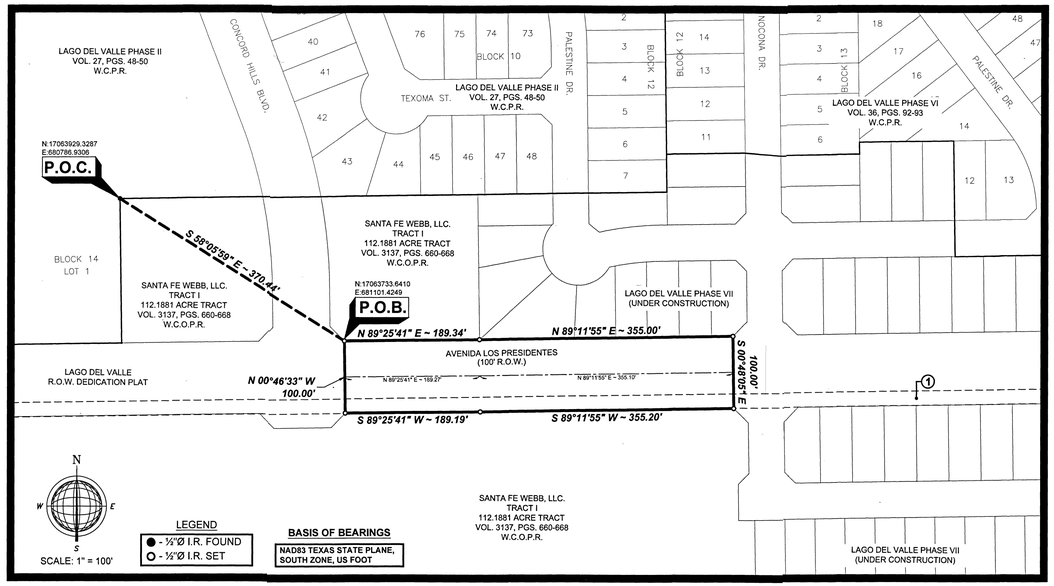
N 89° 11' 55" E, a distance of 355.00 feet to a set ½" diameter iron rod and exterior corner hereof;

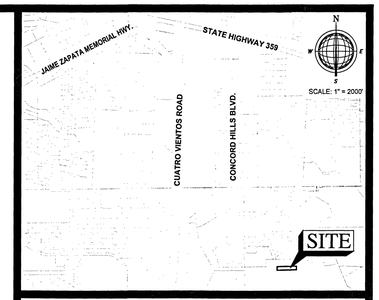
S 00° 48' 05" E, a distance of 100.00 feet to a set ½" diameter iron rod and exterior corner hereof;

S 89° 11' 55" W, a distance of 355.20 feet to a set ½" diameter iron rod and point of deflection;

S 89° 25' 41" W, a distance of 189.19 feet to a set ½" diameter iron rod and exterior corner hereof;

N 00° 46' 33" W, a distance of 100.00 feet to the **POINT OF BEGINNING**, containing within these metes and bounds 1.25 acres, more or less.





VICINITY MAP

SUMMARY TABLE

SUBDIVISION SUMMARY 1.25 ACRES R.O.W. DEDICATION

1: 20' OFFSITE UTILITY EASEMENT VOL. 1943, PGS. 121-125, W.C.O.P.R.

NOTES

1. DESIGN AND CONSTRUCTION OF SIDEWALKS, DRIVEWAYS, IRRIGATION, AND TREES WILL BE INSTALLED AT THE TIME OF CONSTRUCTION OF PUBLIC IMPROVEMENTS IN ACCORDANCE WITH THE CITY OF LAREDO LAND DEVELOPMENT CODE.
2. IMPROVEMENTS ARE SUBJECT TO CITY OF LAREDO ORDINANCE NO. 2019-O-105.
3. ALL CURB CUTS SHALL COMPLY WITH THE TRANSPORTATION ELEMENT OF THE CITY OF LAREDO COMPREHENSIVE PLAN.
4. GPS COORDINATE FOR THE POINT OF COMMENCEMENT IS N:17063929.3287, E:680786.9306 AND POINT OF BEGINNING IS N:17063733.6410, E:681101.4249

CERTIFICATE OF OWNER

STATE OF TEXAS
COUNTY OF WEBB

I, SANTA FE WEBB, LLC., A Texas Limited Liability Company, the undersigned Owner of the land shown on this PLAT, and designated herein as LAGO DEL VALLE PHASE 2A R.O.W. DEDICATION in the City of Laredo, County of Webb, Texas, and whose name is subscribed hereto, hereby dedicate the use of the public forever all street, drains, easements, and public places thereon shown for the purpose and consideration therein expressed.

NESTOR GARZA, JR.
Owner

4/19/2021
DATE

STATE OF TEXAS >
COUNTY OF DUVAL >

Before me, the undersigned Authority, on this day personally appeared NESTOR GARZA, JR., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein stated. WITNESS MY HAND AND SEAL OF OFFICE THIS 19th DAY OF April, 2021.

Maricela Escamilla
My Commission Expires
05/12/2022
ID No. 9618289

NOTARY PUBLIC

CERTIFICATE OF ENGINEER

STATE OF TEXAS
COUNTY OF WEBB

I Hereby certify that proper engineering consideration has been given this PLAT to the matters of streets, lots, drainage, water, sewer and appurtenances layout; and to the best of my knowledge this PLAT conforms to all requirements of the Subdivision Ordinance, except for those variances that may have been granted by the Planning Commission of the City.

STATE OF TEXAS
ALFREDO MARTINEZ
123303
LICENSED
PROFESSIONAL ENGINEER

ALFREDO MARTINEZ, P.E.
Licensed Professional Engineer
Texas No. 123303

May 6, 2021
DATE

CERTIFICATE OF SURVEYOR

STATE OF TEXAS
COUNTY OF WEBB

I, the undersigned, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this PLAT is true and correct and was prepared from an actual survey of the property made under my supervision, on the ground, that the corner monuments shown thereon will be properly placed under my supervision.

STATE OF TEXAS
REGISTERED
RUBEN FLETES
1998
PROFESSIONAL
LAND SURVEYOR

RUBEN FLETES, R.P.L.S.
Registered Professional Land Surveyor
Texas No. 1998

APRIL 23, 2021
DATE

PLAT APPROVAL - CITY ENGINEER

I have reviewed this PLAT and accompanying drawings identified as LAGO DEL VALLE PHASE 2A R.O.W. DEDICATION, prepared by ALFREDO MARTINEZ, Licensed Professional Engineer No. 123303, and dated the 23rd day of December 2020, with the last revised date of APRIL 16, 2021 and have found them in compliance with the Subdivision Ordinance of the City of Laredo, Texas.

RAMON E. CHAVEZ, P.E.
City Engineer

11/09/2021
DATE

PLANNING COMMISSION APPROVAL

This LAGO DEL VALLE PHASE 2A R.O.W. DEDICATION has been submitted to and considered by the Planning Commission of the City of Laredo, Texas, and is hereby approved by such Commission on 15th day of April 2021

ERASMO A. VILLARREAL
Chairman

12-7-2021
DATE

ATTESTMENT OF PLANNING COMMISSION APPROVAL

The City of Laredo Planning Commission approved the filing for record of this LAGO DEL VALLE PHASE 2A R.O.W. DEDICATION at a public meeting held on the 15th day of April 2021. The minutes of said meeting reflect such approval.

ORLANDO D. NAVARRO
Planning Director

12-3-2021
DATE

CERTIFICATE OF COUNTY CLERK

Filed and Recorded at 1:35 O'Clock P. m. on the 23rd day of March 2022

DEPUTY: Alicia Vallejo — Margie Ramirez Ibarra, COUNTY CLERK, WEBB COUNTY, TEXAS

STATE OF TEXAS >
COUNTY OF WEBB >

I, Margie R Ibarra, Clerk of the County Court in and for Webb County do hereby certify that the foregoing instrument dated the 19th day of April 2021, with its certificate of authentication was filed for record in my office on the 23rd day of March 2022, at 1:35 O'Clock P. m. in Volume 39, Page(s) 87 of the plat records of said County.

DEPUTY: Alicia Vallejo — Margie Ramirez Ibarra, COUNTY CLERK, WEBB COUNTY, TEXAS

SURVEYOR:			ENGINEER:	OWNER:		
FLETES SURVEY COMPANY Ruben Fletes, R.P.L.S. P.O. Box 216 Kemp, Texas 75143	*FINAL PLAT*	*DECEMBER 23, 2020*	CRANE ENGINEERING CORP. 1310 JUNCTION DRIVE SUITE B LAREDO, TX 78041 956-712-1996 FIRM REGISTRATION NO. F-3353	*Santa Fe Webb, LLC* *a Texas Limited Liability Company* *P.O. BOX 505* *BENAVIDES, TX. 78341* *(361) 701-8384*	*Lago Del Valle Phase 2A* *R.O.W. Dedication*	P1

LEGAL DESCRIPTION - 12.35 ACRE TRACT

A tract of land containing 12.35 acres, more or less, situated in Porcion 33, Jose Dionisio Trevino, Original Grantee, Abstract No. 3084, City of Laredo, Webb County, Texas; said 12.35 acre tract being out of the Santa Fe Webb, LLC. Tract I 112.1881 acre tract recorded in Volume 3137, Pages 660-668, Webb County Official Public Records; said tract of land containing 12.35 acres, more or less, being more particularly described by metes and bounds as follows:

BEGINNING at a found ½" diameter iron rod, same being the southeast corner of Lago Del Valle Phase II recorded in Volume 27, Pages 48-50, Webb County Plat Records and interior corner hereof;

THENCE N 00° 30' 40" W, along the common boundary between Lago Del Valle Phase II and this tract a distance of 53.00 feet to a set ½" diameter iron rod, same being a point along the east boundary line of Lago Del Valle Phase II, southwest corner of Lago Del Valle Phase VI recorded in Volume 36, Pages 92-93, Webb County Plat Records and exterior corner hereof;

THENCE along the common boundary between Lago Del Valle Phase VI and this tract the following calls and distances:

N 89° 29' 20" E, a distance of 110.00 feet to a found ½" diameter iron rod and exterior corner hereof;

S 85° 28' 20" E, a distance of 50.19 feet to a found ½" diameter iron rod and interior corner hereof;

N 89° 29' 20" E, a distance of 110.00 feet to a found ½" diameter iron rod and interior corner hereof;

N 00° 30' 40" W, a distance of 16.42 feet to a found ½" diameter iron rod and exterior corner hereof;

N 89° 29' 20" E, a distance of 132.00 feet to a found ½" diameter iron rod and exterior corner hereof;

S 00° 30' 40" E, a distance of 160.00 feet to a found ½" diameter iron rod and interior corner hereof;

N 89° 29' 20" E, a distance of 396.48 feet to a found ½" diameter iron rod and exterior corner hereof;

S 45° 30' 40" E, a distance of 21.21 feet to a found ½" diameter iron rod and interior corner hereof;

N 89° 29' 20" E, a distance of 50.00 feet to a found ½" diameter iron rod and exterior corner hereof;

S 00° 30' 40" E, a distance of 69.14 feet to a found ½" diameter iron rod and interior corner hereof;

S 46° 41' 48" E, a distance of 27.69 feet to a found ½" diameter iron rod and exterior corner hereof;

THENCE through the interior of the 112.1881 acre tract, the following calls and distances:

S 00° 30' 44" E, a distance of 100.11 feet to a set ½" diameter iron rod and exterior corner hereof;

S 43° 22' 47" W, a distance of 28.83 feet to a set ½" diameter iron rod and interior corner hereof;

S 00° 30' 40" E, a distance of 340.81 feet to a set ½" diameter iron rod and interior corner hereof;

S 45° 30' 40" E, a distance of 21.21 feet to a set ½" diameter iron rod and exterior corner hereof;

S 00° 30' 40" E, a distance of 50.00 feet to a set ½" diameter iron rod and exterior corner hereof;

S 44° 29' 20" W, a distance of 21.21 feet to a set ½" diameter iron rod and exterior corner hereof;

S 89° 29' 20" W, a distance of 50.00 feet to a set ½" diameter iron rod and exterior corner hereof;

N 45° 30' 40" W, a distance of 21.21 feet to a set ½" diameter iron rod and interior corner hereof;

S 89° 29' 20" W, a distance of 190.00 feet to a set ½" diameter iron rod and interior corner hereof;

S 44° 29' 20" W, a distance of 21.21 feet to a set ½" diameter iron rod and exterior corner hereof;

S 89° 29' 20" W, a distance of 50.00 feet to a set ½" diameter iron rod and exterior corner hereof;

N 45° 30' 40" W, a distance of 21.21 feet to a set ½" diameter iron rod and interior corner hereof;

N 00° 30' 40" W, a distance of 50.00 feet to a set ½" diameter iron rod and exterior corner hereof;

N 44° 29' 20" E, a distance of 21.21 feet to a set ½" diameter iron rod and interior corner hereof;

N 00° 30' 40" W, a distance of 95.00 feet to a set ½" diameter iron rod and interior corner hereof;

S 89° 29' 20" W, a distance of 426.00 feet to a set ½" diameter iron rod and exterior corner hereof;

N 00° 30' 40" W, a distance of 110.00 feet to a set ½" diameter iron rod and interior corner hereof;

S 89° 29' 20" W, a distance of 22.48 feet to a set ½" diameter iron rod and exterior corner hereof;

N 00° 30' 40" W, a distance of 50.00 feet to a set ½" diameter iron rod and exterior corner hereof;

N 44° 29' 20" E, a distance of 21.21 feet to a set ½" diameter iron rod and interior corner hereof;

N 00° 30' 40" W, a distance of 70.00 feet to a set ½" diameter iron rod and interior corner hereof;

N 45° 30' 40" W, a distance of 28.28 feet to a set ½" diameter iron rod and exterior corner hereof;

N 00° 30' 40" W, a distance of 100.00 feet to a set ½" diameter iron rod and exterior corner hereof;

S 89° 29' 20" W, a distance of 355.00 feet to a set ½" diameter iron rod, same being a point along the south boundary of Lago Del Valle Phase II and exterior corner hereof;

N 00° 30' 40" W, a distance of 199.99 feet to a set ½" diameter iron rod, same being a point along the south boundary of Lago Del Valle Phase II and exterior corner hereof;

THENCE N 89° 29' 20" E, along the common boundary of Lago Del Valle Phase II and this tract, a distance of 265.00 feet to the **POINT OF BEGINNING**, containing within these metes and bounds 12.35 acres, more or less.

LEGAL DESCRIPTION - 15' OFFSITE DRAINAGE AND ACCESS EASEMENT (0.0153 ACRE TRACT)

A tract of land containing 0.0153 acres, more or less, situated in Porcion 33, Jose Dionisio Trevino, Original Grantee, Abstract No. 3084, City of Laredo, Webb County, Texas; said 0.0153 acre tract being out of the Santa Fe Webb, LLC. Tract I 112.1881 acre tract recorded in Volume 3137, Pages 660-668, Webb County Official Public Records; said tract of land containing 0.0153 acres, more or less, being more particularly described by metes and bounds as follows:

COMMENCING at a found ½" diameter iron rod, same the southeast corner of Lago Del Valle Phase II recorded in Volume 27, Pages 48-50, Webb County Plat Records;

THENCE S 74° 21' 33" E, through the interior of the 112.1881 acre tract a distance of 919.77 feet to a set ½" diameter iron rod, same point being an exterior corner hereof and **POINT OF BEGINNING** of this tract;

THENCE through the interior of the 112.1881 acre tract, the following calls and distances:

N 00° 30' 44" W, a distance of 15.02 feet to a set ½" diameter iron rod and exterior corner hereof;

N 86° 46' 24" E, a distance of 44.06 feet to a set ½" diameter iron rod and exterior corner hereof;

S 03° 13' 36" E, a distance of 15.00 feet to a set ½" diameter iron rod and exterior corner hereof;

THENCE S 86° 46' 24" W, a distance of 44.77 feet to the **POINT OF BEGINNING**, containing within these metes and bounds 0.0153 acres, more or less.

LEGAL DESCRIPTION - 15' OFFSITE SEWER EASEMENT (0.0202 ACRE TRACT)

A tract of land containing 0.0202 acres, more or less, situated in Porcion 33, Jose Dionisio Trevino, original grantee, Abstract No. 3084, City of Laredo, Webb County, Texas; said 0.0202 acre tract being out of Santa Fe Webb, LLC Tract I 112.1881 acre tract recorded in Volume 3137, Pages 660-668, Webb County Official Public Records; said tract of land containing 0.0202 acres, more or less, being more particularly described by metes and bounds as follows:

COMMENCING at a found ½" diameter iron rod, same point being the southeast corner of Lago Del Valle Subdivision Phase II, recorded in Volume 27, Pages 48-50, Webb County Plat Records;

THENCE S 49° 57' 17" W, through the interior of the 112.1881 acre tract, a distance of 314.19 feet to a set ½" diameter iron rod, same point being an exterior corner hereof, and point of beginning of this tract;

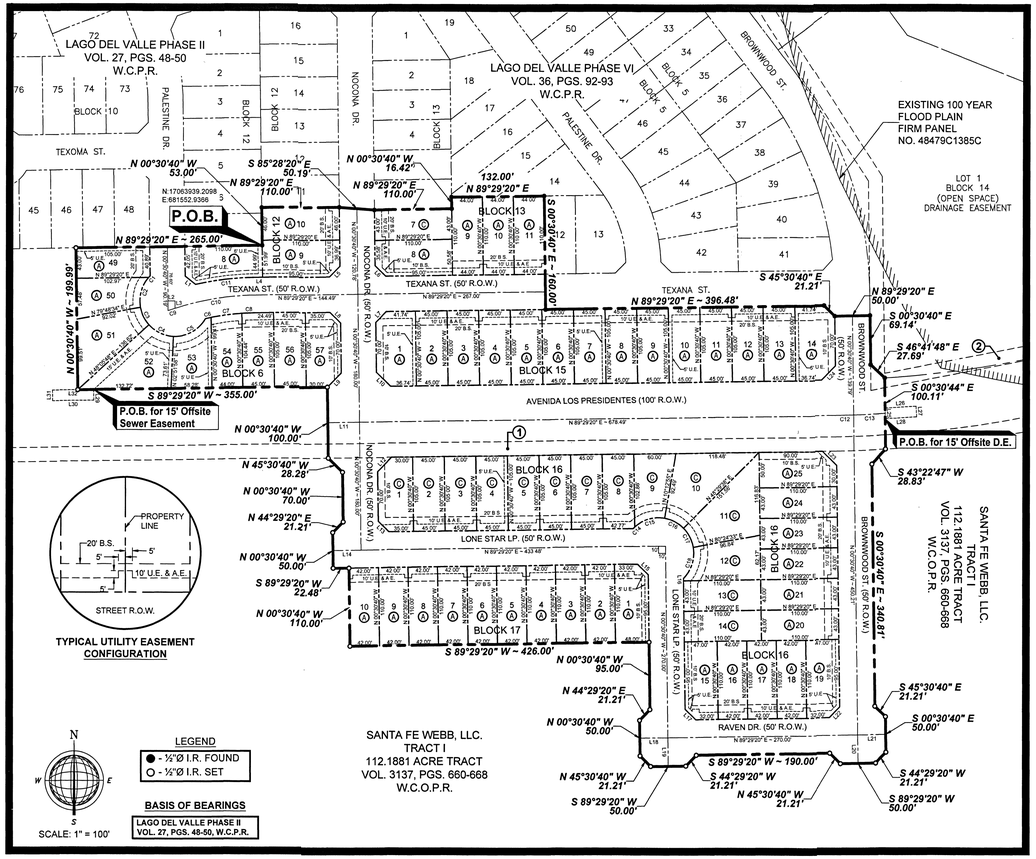
THENCE through the interior of the 112.1881 acre tract, the following calls and distances:

S 00° 30' 40" E, a distance of 15.00 feet to a set ½" diameter iron rod and exterior corner hereof;

S 89° 29' 20" W, a distance of 58.78 feet to a set ½" diameter iron rod and exterior corner hereof;

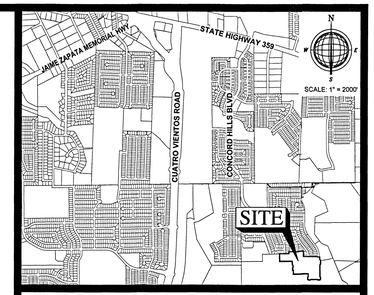
N 00° 30' 40" W, a distance of 15.00 feet to a set ½" diameter iron rod and exterior corner here of;

N 89° 29' 20" E, a distance of 58.78 feet to the **POINT OF BEGINNING**, containing within these metes and bounds 0.0202 acres, more or less.



NOTES

1. DRIVEWAYS, SIDEWALKS, AND TREES WILL BE INSTALLED AT THE TIME OF ISSUANCE OF BUILDING PERMITS IN ACCORDANCE WITH THE CITY OF LAREDO LAND DEVELOPMENT CODE.
2. ALL CURB CUTS SHALL COMPLY WITH THE TRANSPORTATION ELEMENT OF THE CITY OF LAREDO COMPREHENSIVE PLAN.
3. NO GARAGE OR CARPORT WHICH RECEIVES ACCESS FROM SIDE YARD ON ANY CORNER LOT SHALL BE LOCATED LESS THAN TWENTY (20) FEET FROM PROPERTY LINE.
4. GPS COORDINATE FOR THE POINT OF BEGINNING AND POINT OF COMMENCEMENT IS: N:17063939.2098 E:681552.9366
7. THE SETBACK LINES INDICATED ON THE PLAT SHALL BE FOR REFERENCE ONLY. THE OFFICIAL SETBACK LINE SHALL BE DETERMINED BASED ON THE CURRENT ZONING DISTRICT IN ACCORDANCE TO SECTION 24.77.1 OF THE CITY OF LAREDO LAND DEVELOPMENT CODE.
8. NO ACCESS ALLOWED FOR LOTS 8 & 9, BLOCK 12 AND LOT 8, BLOCK 13 FROM TEXANA ST.
9. NO ACCESS ALLOWED FOR LOTS 52 - 57, BLOCK 6, LOTS 1 - 14, BLOCK 15, AND LOTS 1 - 10 & 25, BLOCK 16 FROM AVENIDA LOS PRESIDENTES.
10. NO ACCESS ALLOWED FOR LOT 57, BLOCK 6, LOT 1, BLOCK 15, AND LOT 1, BLOCK 16 FROM NOCONA DR.
11. NO ACCESS ALLOWED FOR LOT 14, BLOCK 15 AND LOT 19, BLOCK 16 FROM BROWNWOOD ST.
12. NO ACCESS ALLOWED FOR LOT 1, BLOCK 17 AND LOT 15, BLOCK 16 FROM LONE STAR LP.
13. LOT 9, BLOCK 13, WILL RECEIVE DRAINAGE RUNOFF FROM LOT 7, BLOCK 13. BUILDERS AND HOME OWNERS SHALL NOT REVISE THE GRADES OR CONSTRUCT ANY IMPROVEMENTS IN SUCH A WAY AS TO IMPEDE THE ESTABLISHED DRAINAGE FLOW AS INDICATED ON THE POST DEVELOPMENT CONTOUR MAP. FENCE/WALL WHICH HAS THE POTENTIAL TO BLOCK DRAINAGE RUNOFF MUST BE CONSTRUCTED WITH ADEQUATE NUMBER AND SIZE OF OPENINGS TO PERMIT SURFACE WATER RUNOFF TO CONTINUE TO FLOW.
14. LOTS 20-25, BLOCK 16, WILL RECEIVE DRAINAGE RUNOFF FROM LOTS 11-14, BLOCK 16. BUILDERS AND HOME OWNERS SHALL NOT REVISE THE GRADES OR CONSTRUCT ANY IMPROVEMENTS IN SUCH A WAY AS TO IMPEDE THE ESTABLISHED DRAINAGE FLOW AS INDICATED ON THE POST DEVELOPMENT CONTOUR MAP. FENCE/WALL WHICH HAS THE POTENTIAL TO BLOCK DRAINAGE RUNOFF MUST BE CONSTRUCTED WITH ADEQUATE NUMBER AND SIZE OF OPENINGS TO PERMIT SURFACE WATER RUNOFF TO CONTINUE TO FLOW.



VICINITY MAP

SUMMARY TABLE

SUBDIVISION SUMMARY
12.35 ACRES
66 LOTS
6 BLOCKS

1: 20' OFFSITE UTILITY ESM'T VOL. 1943, PGS. 121-125, W.C.O.P.R.

2: LAGO DEL VALLE SUBDIVISION PHASE I 10' - 20' OFFSITE UTILITY ESM'T VOL. 25, PGS. 114-115 W.C.P.R.

PLAT APPROVAL - CITY ENGINEER

I have reviewed this PLAT and accompanying drawings identified as LAGO DEL VALLE SUBDIVISION, PHASE VII prepared by ALFREDO MARTINEZ, Licensed Professional Engineer No. 123303, and dated the 13th day of November 2018, with the last revised date of APRIL 7, 2021 and have found them in compliance with the Subdivision Ordinance of the City of Laredo, Texas.

Ramon E. Chavez
RAMON E. CHAVEZ, P.E.
City Engineer

04/30/2021
DATE

PLANNING COMMISSION APPROVAL

This PLAT OF LAGO DEL VALLE SUBDIVISION, PHASE VII has been submitted to and considered by the Planning Commission of the City of Laredo, Texas, and is hereby approved by such Commission on 21st day of November 2019.

E. A. Villarreal
ERASMO A. VILLARREAL
Chairman

5-18-2021
DATE

LINE TABLE		
LINE	LENGTH	BEARING
L1	18.74'	S51°50'44"E
L2	10.00'	S89°29'20"W
L3	10.43'	N00°30'40"W
L4	9.49'	N89°29'20"E
L5	21.21'	N44°29'20"E
L6	21.21'	S45°30'40"E
L7	21.21'	S44°29'20"W
L8	21.21'	S45°30'40"E
L9	28.28'	N44°29'20"E
L10	28.28'	S45°30'40"E
L11	45.00'	N89°29'20"E
L12	28.28'	N44°29'20"E
L13	21.21'	S45°30'40"E
L14	40.00'	N89°29'20"E
L15	21.21'	N45°30'40"W
L16	3.29'	S00°30'40"E
L17	21.21'	S45°30'40"E
L18	40.00'	N89°29'20"E
L19	40.00'	S00°30'40"E
L20	40.00'	S00°30'40"E
L21	40.00'	N89°29'20"E
L22	21.21'	N44°29'20"E
L23	28.28'	N45°30'40"W
L24	28.28'	S44°29'20"W
L25	15.02'	N00°30'44"W
L26	44.06'	N86°46'24"E
L27	15.00'	S03°13'36"E
L28	44.77'	S86°46'24"W
L29	15.00'	S00°30'40"E
L30	58.78'	S89°29'20"W
L31	15.00'	N00°30'40"W
L32	58.78'	N89°29'20"E

CURVE TABLE						
CURVE	RADIUS	ANGLE	TANGENT	CURVE LENGTH	CHORD LENGTH	CHORD BEARING
C1	50.00'	3°21'09"	1.46'	2.93'	2.93'	S43°23'08"W
C2	50.00'	51°54'00"	24.33'	45.29'	43.76'	S15°45'34"W
C3	50.00'	31°42'48"	14.20'	27.67'	27.32'	S26°02'48"E
C4	50.00'	45°13'50"	20.83'	39.47'	38.45'	S64°31'07"E
C5	50.00'	62°45'39"	30.50'	54.77'	52.07'	N61°29'08"E
C6	375.00'	1°14'19"	4.05'	8.11'	8.11'	S78°57'48"W
C7	375.00'	6°46'14"	22.18'	44.31'	44.29'	S82°58'05"W
C8	375.00'	3°08'08"	10.26'	20.52'	20.52'	S87°55'16"W
C9	400.00'	1°30'08"	5.24'	10.49'	10.49'	S71°57'10"W
C10	400.00'	16°47'06"	59.01'	117.18'	116.76'	S81°05'47"W
C11	425.00'	11°39'28"	43.39'	86.47'	86.32'	S83°39'36"W
C12	1500.00'	0°57'17"	12.50'	25.00'	25.00'	N89°00'41"E
C13	1500.00'	1°43'09"	22.51'	45.01'	45.01'	N87°40'27"E
C14	50.00'	3°32'14"	1.54'	3.09'	3.09'	S45°41'04"W
C15	50.00'	52°45'44"	24.80'	46.04'	44.43'	S73°53'03"W
C16	50.00'	35°16'43"	15.90'	30.79'	30.30'	N62°08'43"W
C17	50.00'	34°54'55"	15.72'	30.47'	30.00'	N27°02'54"W
C18	50.00'	54°39'10"	25.84'	47.69'	45.91'	N17°44'08"E

LOT SUMMARY

Block 6	
Lot #	Area (SF)
49	4512.82
50	4621.08
51	6274.11
52	7201.47
53	4628.24
54	4503.97
55	4721.16
56	4725.00
57	4937.50

Block 12	
Lot #	Area (SF)
8	5241.65
9	5606.23
10	5060.00

Block 13	
Lot #	Area (SF)
7	4730.00
8	5451.27
9	4840.00
10	4840.00
11	4840.00

Block 15	
Lot #	Area (SF)
1	5645.19
2	4725.00
3	4725.00
4	4725.00
5	4725.00
6	4725.00
7	4725.00
8	4725.00
9	4725.00
10	4725.00
11	4725.00
12	4725.00
13	4725.00
14	5645.19

Block 16	
Lot #	Area (SF)
1	4937.50
2	4725.00
3	4725.00
4	4725.00
5	4725.00
6	4725.00
7	4725.00
8	4722.57
9	4770.83
10	7523.92
11	7708.26
12	5402.55
13	4730.00
14	4730.00
15	5057.50
16	4620.00
17	4620.00
18	4620.00
19	5057.50
20	4730.00
21	4730.00
22	4730.00
23	4730.00
24	4730.00
25	5300.00

Block 17	
Lot #	Area (SF)
1	5167.50
2	4620.00
3	4620.00
4	4620.00
5	4620.00
6	4620.00
7	4620.00
8	4620.00
9	4620.00
10	4620.00

CERTIFICATE OF OWNER

STATE OF TEXAS
COUNTY OF WEBB

I, SANTA FE WEBB, LLC. A Texas Limited Liability Company, the undersigned Owner of the land shown on this PLAT, and designated herein as PLAT OF LAGO DEL VALLE SUBDIVISION, PHASE VII, in the City of Laredo, County of Webb, Texas, and whose name is subscribed hereto, hereby dedicate the use of the public forever street, drains, easements, and public places thereon shown for the purpose and consideration therein expressed.

NESTOR GARZA, JR.
OWNER

4/13/21
DATE

STATE OF TEXAS >
COUNTY OF DUVAL >

Before me, the undersigned Authority, on this day personally appeared NESTOR GARZA, JR., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein stated. WITNESS MY HAND AND SEAL OF OFFICE THIS 13 DAY OF April 20 21

JANET GARZA
Notary Public, State of Texas
Comm. Expires 04-07-2022
Notary ID 12564846-9

NOTARY PUBLIC

CERTIFICATE OF ENGINEER

STATE OF TEXAS
COUNTY OF WEBB

I Hereby certify that proper engineering consideration has been given this PLAT to the matters of streets, lots, drainage, water, sewer and appurtenances layout; and to the best of my knowledge this PLAT conforms to all requirements of the Subdivision Ordinance, except for those variances that may have been granted by the Planning Commission of the City.

STATE OF TEXAS
ALFREDO MARTINEZ
123303
LICENSED PROFESSIONAL ENGINEER

ALFREDO MARTINEZ, P.E.
Licensed Professional Engineer
Texas No. 123303

April 19, 2021
DATE

CERTIFICATE OF SURVEYOR

STATE OF TEXAS
COUNTY OF WEBB

I, the undersigned, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this PLAT is true and correct and was prepared from an actual survey of the property made under my supervision, on the ground, that the corner monuments shown thereon will be properly placed under my supervision.

STATE OF TEXAS
REGISTERED
RUBEN FLETES
1998
PROFESSIONAL LAND SURVEYOR

RUBEN FLETES, R.P.L.S.
Registered Professional Land Surveyor
Texas No. 1998

April 15, 2021
DATE

ATTESTMENT OF PLANNING COMMISSION APPROVAL

The City of Laredo Planning Commission approved the filing for record of this PLAT OF LAGO DEL VALLE SUBDIVISION, PHASE VII at a public meeting held on the 21st day of November 2019. The minutes of said meeting reflect such approval.

VANESSA GUERRA
Interim Planning Director

5-18-2021
DATE

CERTIFICATE OF COUNTY CLERK

Filed and Recorded at 8:56 O'Clock A m. on the 19th day of May 20 21

DEPUTY: Edith Ann

Margie R. Ibarra
COUNTY CLERK
WEBB COUNTY, TEXAS

STATE OF TEXAS >
COUNTY OF WEBB >

I, Margie R. Ibarra Clerk of the County Court in and for Webb County do hereby certify that the foregoing instrument dated the 13th day of April 20 21, with its certificate of authentication was filed for record in my office on the 19th day of May 20 21, at 8:56 O'Clock A m. in Volume 38 Page(s) 88-89 of the plat records of said County.

DEPUTY: Edith Ann

Margie R. Ibarra
COUNTY CLERK
WEBB COUNTY, TEXAS

THE STATE OF TEXAS
MARGIE R. IBARRA
WEBB COUNTY CLERK

DOC #1423296, PLAT 0033 / 0088 - 0089
Doc Type: PLAT
Recorded: 5/19/2021 09:56:16 AM
Fees: $171.00, Recorded By: OR
Margie Ramirez Ibarra, Webb County Clerk

SURVEYOR:
FLETES SURVEY COMPANY
Ruben Fletes, R.P.L.S.
P.O. Box 216
Kemp, Texas 75143

FINAL PLAT

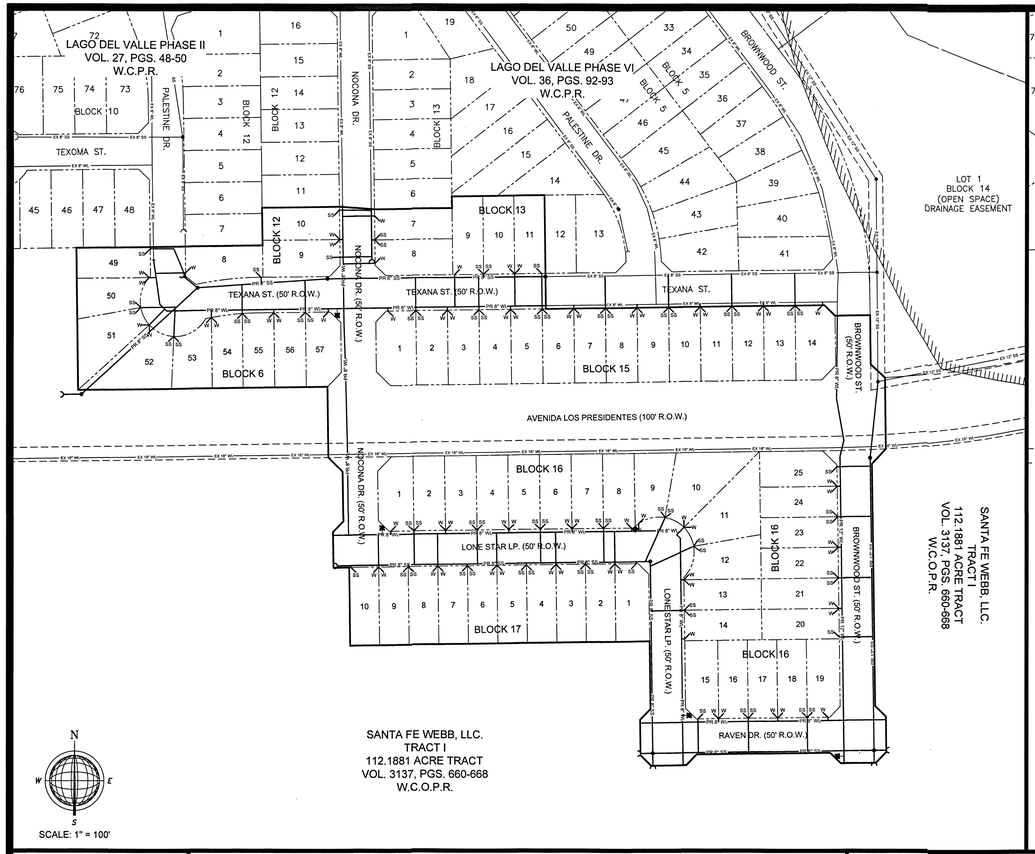
NOVEMBER 13, 2018

ENGINEER:
CRANE ENGINEERING CORP.
1310 JUNCTION DRIVE SUITE B
LAREDO, TX 78041 956-712-1996
FIRM REGISTRATION NO. F-3353

OWNER:
Santa Fe Webb, LLC
a Texas Limited Liability Company
P.O. BOX 505
BENAVIDES, TX. 78341
(361) 701-8384

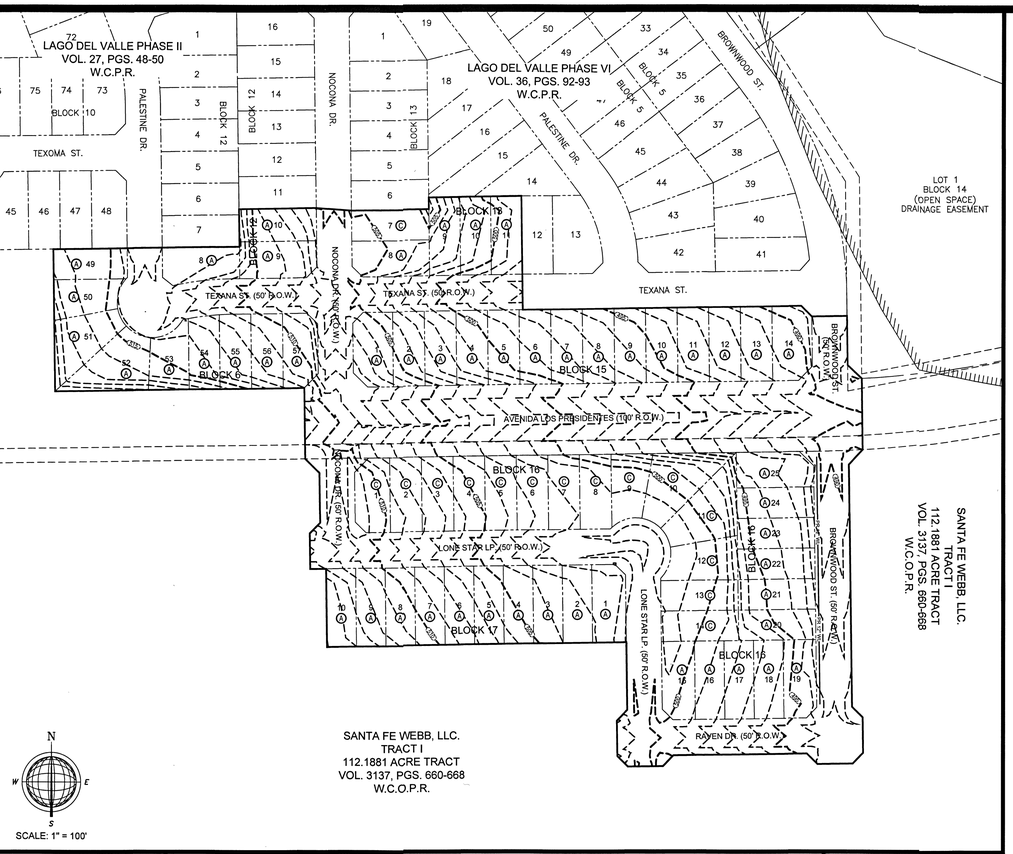
Lago Del Valle Subdivision
Phase VII

P1



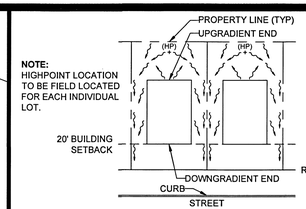
SCALE: 1" = 100'

MAP OF WATER DISTRIBUTION SYSTEM AND SANITARY SEWER SYSTEM



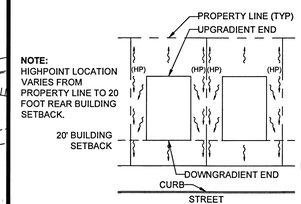
SCALE: 1" = 100'

POST DEVELOPMENT CONTOUR MAP



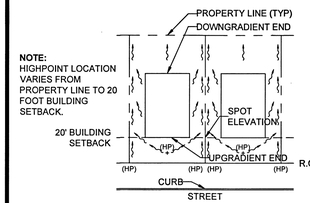
NOTE: HIGHPOINT LOCATION TO BE FIELD LOCATED FOR EACH INDIVIDUAL LOT.

TYPICAL "A" LOT GRADING
(PLAN VIEW)
NOT TO SCALE



NOTE: HIGHPOINT LOCATION VARIES FROM PROPERTY LINE TO 20 FOOT REAR BUILDING SETBACK.

TYPICAL "B" LOT GRADING
(PLAN VIEW)
NOT TO SCALE



NOTE: HIGHPOINT LOCATION VARIES FROM PROPERTY LINE TO 20 FOOT BUILDING SETBACK.

TYPICAL "C" LOT GRADING
(PLAN VIEW)
NOT TO SCALE

Water Supply: Descriptions, Costs, and Operability Date

LAGO DEL VALLE SUBDIVISION PHASE VII will be provided with potable water by the City of Laredo. The Subdivider, and the City of Laredo have entered into a contract in which the City of Laredo has promised to provide sufficient water to the Subdivision for at least 30 years and the City of Laredo has provided documentation to sufficiently establish the long term quantity and quality of the available water supplies to serve the full development of this Subdivision. The City of Laredo has an existing 18" water line running along AVENIDA LOS PRESIDENTES and an existing 8" water line running along PALESTINE DRIVE, NOCONA DRIVE, TEXANA STREET and BROWNWOOD STREET. The water system for LAGO DEL VALLE SUBDIVISION PHASE VII has a 12" water line running along BROWNWOOD STREET and an 8" water line running along PALESTINE DRIVE, NOCONA DRIVE, TEXANA STREET, BROWNWOOD STREET, LONE STAR LOOP and RAVEN DRIVE. These lines will service a total of 66 lots through individual services consisting of a 3/4" diameter single service for individual lots and a 1" diameter dual service lines run to pairs of lots before splitting into two 3/4" diameter single service lines going to the water meter boxes for each lot. The 12" and 8" lines, the dual service lines, the 3/4" single service lines, and the meter boxes have been installed at a total cost of $386,121.00 or $ 5,850.32 per lot. The subdivider in addition paid the City of Laredo the sum of $27,400.00 which sum represents the total cost of water availability fees, annexation fees, and water meters.

Certifications:

By my signature below, I certify that the water and sewage service facilities as described above are to the best of my knowledge, in compliance with the Model Rules adopted under Section 16.343, Water Code.

STATE OF TEXAS
ALFREDO MARTINEZ
123303
LICENSED
PROFESSIONAL ENGINEER

Alfredo Martinez, P.E.
TX # 123303

1/26/21
Date

Sewage Facilities: Description, Costs, and Operability Date

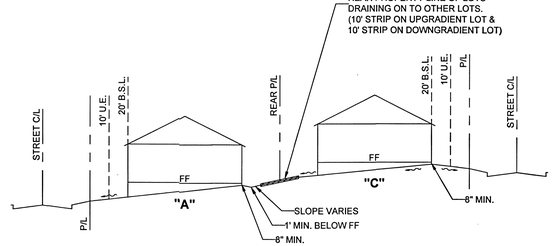
Sewage from LAGO DEL VALLE SUBIDIVISION PHASE VII will be disposed of through the sanitary sewer system of the City of Laredo. The Subdivider, and the City of Laredo have entered into a contract in which the City of Laredo has promised to provide sufficient sewage disposal for the full development of this subdivision. The City of Laredo has an existing 8" sanitary sewer line running along PALESTINE DRIVE, NOCONA DRIVE and TEXANA STREET and an existing 12" sanitary sewer line in a 20' offsite utility easement recorded in Volume 25, Pages 114-115, W.C.P.R. The sanitary sewer system for LAGO DEL VALLE SUBDIVISION PHASE VII will consist of an 8" sanitary sewer that will run along TEXANA STREET, NOCONA DRIVE, LONE STAR LOOP, and RAVEN DRIVE and a 12" sanitary sewer that will run along BROWNWOOD STREET. The sanitary sewer system will service a total of 66 lots through individual services consisting of a 6" diameter single service for individual lots and a 6" diameter dual service lines run to pairs of lots before splitting into two 6" diameter single service lines. The 12" and 8" lines, the dual service lines, and the single service lines have been installed at a total cost of $389,526.84, or $5,901.92 per lot. The subdivider in addition paid the City of Laredo the sum of $40,384.02 which covers the annexation fees, installation costs, connection fees, and LUE fees.

Certifications:

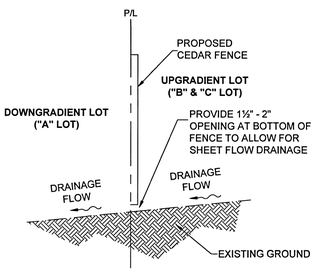
By my signature below, I certify that the water and sewage service described above shall be provided in compliance with the Model Rules adopted under Section 16.343, Water Code.

Arturo Garcia, Jr., P.E.,
Utilities Director

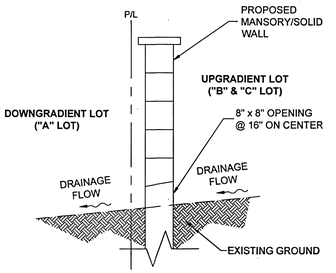
1/26/2021
Date



TYPICAL "A" TO "C" LOT GRADING SECTION
(CROSS SECTION THROUGH LOTS)
NOT TO SCALE



CEDAR FENCE DETAIL
NOT TO SCALE



MASONRY/SOLID WALL DETAIL
NOT TO SCALE

SURVEYOR:			ENGINEER:	OWNER:		
FLETES SURVEY COMPANY Ruben Fletes, R.P.L.S. P.O. Box 216 Kemp, Texas 75143	*FINAL PLAT*	*NOVEMBER 13, 2018*	CRANE ENGINEERING CORP. 1310 JUNCTION DRIVE SUITE B LAREDO, TX 78041 956-712-1996 FIRM REGISTRATION NO. F-3353	*Santa Fe Webb, LLC* *a Texas Limited Liability Company* *P.O. BOX 505* *BENAVIDES, TX. 78341* *(361) 701-8384*	*Lago Del Valle Subdivision Phase VII*	P2

DOC # 1429296, PLAT 0030 / 0088 - 0089
Doc Type: PLAT
Record Date: 09/18/2021 08:56:18 AM
Fees: $171.00. Recorded By: OR
Margie Ramirez Ibarra, Webb County Clerk

City Council-Regular
Meeting Date: 07/18/2022
Initiated By: Samuel K. Selman, Interim City Manager
Initiated By: Samuel K. Selman, Interim City Manager

Staff Source: Ramon E. Chavez, P.E., City Engineer

SUBJECT

Dynamic and Sustainable

Authorizing the Interim City Manager to execute and approve amendment No.1 to a professional services contract with Cavazos Architects, Laredo, Texas an increase in the amount of $420,088.50 for the U.S. Federal Courthouse Interior Renovation including all three (3) floors located at 1300 Matamoros Street, including basic services as follows: schematic design, design development, construction documents, construction procurement, construction administration. Current contract amount with this amendment is $544,088.50. Funding is available in the 2013 PPFCO Bond.

PREVIOUS COUNCIL ACTION

On October 4, 2021, City Council approved to award a professional services contract to Cavazos Architects, Laredo, Texas in the amount not to exceed $124,000.00 for the U.S. Federal Courthouse Second Floor Interior Renovation located at 1300 Matamoros Street to include schematic design (Phase I), design development, construction documents, construction procurement, construction administration (Phase II) and historical preservation services (Supplemental Services).

BACKGROUND

The City of Laredo is interested in using the existing Courthouse building as a location for offices council chambers, and other support & administrative spaces. The existing Courthouse building has a total of 3 floors and a basement. The Courthouse is currently not occupied, except for the U.S. Postal Service, which currently leases space on the 1st floor.

	Amount
Original Contract	($124,000.00)
Work Performed & Billed from Original Contract	$14,388.50
Amendment No.1	$529,700.00
Current Contract with this Amendment No.1	$544,088.50

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Approval of this motion.

Fiscal Impact

Fiscal Year:	2022
Bugeted Y/N?:	Y
Source of Funds:	2013 PPFCO BOND
Account #:	401-9868-535-9201
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Funding is availabe under fund 401- 2013 PPFCO Bond under account 401-9868-535-9201 project #CRTHSE.

Attachments

Federal Courthouse Renovation

CAVAZOS ARCHITECTS

June 27, 2022

Mr. Ramon E. Chavez, P.E.
City Engineer
City of Laredo
1110 Houston St.
Laredo, TX 78041
(956) 791-7346
rchavez@ci.laredo.tx.us

RE: FEDERAL COURTHOUSE RENOVATION PROJECT (revised scope of work)

Dear Mr. Chavez:

We are pleased to submit this proposal Architectural & Engineering Services for the above titled project. Please refer to details below for further information.

PROJECT CONSTRUCTION BUDGET

- To be determined
- For the purposes of establishing a fee structure, we are assuming that approximately 45,000 square feet of interior spaces will be renovated. We are using a renovation cost of $150/sf to arrive at the assumed construction cost of $7,000,000.00. This budget will be further evaluated during the design phase.

PROJECT SITE

United States Post Office/Former Federal Courthouse
1300 Matamoros Street
Laredo TX 78040

CAVAZOS ARCHITECTS

PROJECT OVERVIEW

The City of Laredo is interested in using the existing Courthouse building as a location for offices council chambers, and other support & administrative spaces. The existing Courthouse building has a total of 3 floors and a basement. The Courthouse is currently not occupied, except for the U.S. Postal Service, which currently leases space on the 1st floor.

The intent of the design will be to design all 3 stories to be used by the City of Laredo, including the space currently occupied by the Postal Service. A program of spaces is not currently available to the Architect, but enough preliminary information has been given in order to determine a general scope of services.

SCOPE OF SERVICES

1. BASIC SERVICES

- Proposed Fees..... 7.19% of the Construction Cost.
- The proposed fee % is based on an assumed construction cost of $7,000,000.
- If the budget is modified or if the scope is increased beyond that listed previously, compensation for the Architectural/Engineering Professional Services shall be adjusted appropriately using the percentages listed on attached **Exhibit A: Architectural & Engineering Fee Schedule**.
- Design phase fees will ultimately be based on the actual Construction Cost of the entire designed project.
- After bids are received, and the scope of work is reduced or value-engineered to meet the Construction Budget, the Architect will be compensated for the remaining phases of the work (Construction Administration) based on the revised Construction Cost.

956.724.8123
9114 McPherson Rd.
Suite 2501
Laredo, TX 78045
www.cavazosarchitects.com

CAVAZOS ARCHITECTS

- Basic Services include: Schematic Design, Design Development, Construction Documents, Construction Procurement, and Construction Administration Phases of work in accordance with AIA Document B102-2017, which include:
    - Architectural Services
    - Mechanical, Electrical, & Plumbing Engineering Services
    - Structural Engineering Services

- Basic Services Fees are broken down by phase as follows:

Schematic Design	15%
Design Development	20%
Construction Documents	40%
Construction Procurement	5%
Construction Administration	25%

2. SUPPLEMENTAL SERVICES

- Scan & Digitize entire building – minus 2nd floor..... $26,400.00

(note: the 2nd floor was digitized as part of our previous scope of work on this facility)

3. FEE SUMMARY

Basic Services	.....7.19% x $7,000,000.00 =	$503,300.00
Supplemental Services.....		$26,400.00
TOTAL FEES.....		**$529,700.00**

956.724.8123
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Suite 2501
Laredo, TX 78045
www.cavazosarchitects.com

CAVAZOS ARCHITECTS

DESIGN SCHEDULE

The design phase will begin upon execution of the Owner/Architect contract & issuance of a Purchase Order:

• Measure Existing & BIM Modeling	3 weeks
• Schematic Design	8 weeks
• Design Development	8 weeks
• Construction Documents	16 weeks
• TOTAL	**35 weeks**

NOT INCLUDED:

- Permitting Fees
- Environmental Services
- Materials Testing & Balancing

ADDITIONAL SERVICES

Any additional services will be executed only upon Owner approval. Compensation for additional services will be computed as the actual cost of the expense plus a 6% administration fee.

- Historical Preservation Coordination
- Civil Engineering
- Surveying
- Landscape & Irrigation Design
- Acoustical Consulting
- IT Consultant
- Traffic Consulting
- Printing, binding, & shipping costs of Construction Documents.

956.724.8123
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Suite 2501
Laredo, TX 78045
www.cavazosarchitects.com

CAVAZOS ARCHITECTS

Any additional consultants not listed as part of Basic or Supplemental Services will be considered additional services. Compensation for all Additional Services will be computed as the actual cost of the outside consultant's fees and billed to correspond to the percentage of work completed for the additional service.

Any other additional services will be executed only upon Owner approval and be billed hourly according to the following schedule:

Principal:	$250/hour
Project Manager:	$190/hour
Associate Architect:	$130/hour

REIMBURSABLE EXPENSES

Compensation for reimbursable & additional expenses will be computed as the actual cost of the expense:

- Travel expenses
- TDLR review and inspection fees
- Texas Accessibility Standards registration, review & inspection fees.

956.724.8123
9114 McPherson Rd.
Suite 2501
Laredo, TX 78045
www.cavazosarchitects.com

CAVAZOS ARCHITECTS

Upon acceptance of these fees and services, Cavazos Architects requests a signed copy of this letter to be returned to our office. The fees and services in this agreement are valid for a period of thirty (30) days from the issue date. We appreciate the opportunity to provide these services. If you have any questions, please do not hesitate to contact me by phone at (956) 337-2266.

Sincerely yours,

Guillermo J. Cavazos, Jr., AIA, LEED AP BD+C
Principal
Cavazos Architects

ACCEPTED BY:_____

PRINT NAME: _____

DATE: _____

956.724.8123
9114 McPherson Rd.
Suite 2501
Laredo, TX 78045
www.cavazosarchitects.com

Architectural & Engineering Fee Schedule

Construction Cost	AE Fees % (Standard)	AE Fees % (Renovations)
	Fees listed in this column are for projects that do not require renovations to existing facilities	*Fees listed in this column are for renovation or repair projects*
		x 1.25 (renovation factor)
$ 10,000,001 and up	5.25%	**6.56%**
$ 7,750,001 and up	5.50%	**6.88%**
$ 5,500,001 and up	5.75%	**7.19%**
$ 3,250,001 and up	6.00%	**7.50%**
$ 1,000,001 and up	6.25%	**7.81%**
$ 500,001 and up	6.50%	**8.13%**
$ 1 and up	7.00%	**8.75%**

All fees above include normal Architectural, Mechanical, Electrical, Plumbing & Structural Services

City Council-Regular

Meeting Date: 07/18/2022

Initiated By: Riazul Mia, Assistant City Manager
Initiated By: Riazul Mia, P.E., Assistant City Manager

Staff Source: Ramon E. Chavez, P.E. City Engineer

SUBJECT

Planned and Moving

Consideration to award a professional services contract to Able City, LLC, Laredo, Texas, in association with Eduardo Galindo & Associates, LLC, Synergy Structural Engineering, Inc., CDM Smith, Whitman, Requardt & Associates (WRA), The Goodman Corporation, KCI Technologies, Inc., and Parra & Company in the amount not to exceed $1,198,730.00 for the FY21-ENG-08 El Metro Transit Operations, Maintenance and Administration Phase 1 to be located at 1801 Jacaman Road (N. Bartlett Ave. and Jacaman Road), to include design updates, project management and construction phase management. Funding is available in the Transit System Fund-FTA Grant TX-2018-080.

PREVIOUS COUNCIL ACTION

On March 21, 2022 City Council approved the selection of the top ranked consultant Able City, LLC, Laredo, Texas for RFQ FY21-ENG-08 El Metro Transit Operations, Maintenance and Administration Phase 1 to be located at 1801 Jacaman Road (N. Bartlett Ave. and Jacaman Road); and authorization to negotiate a professional services contract.

BACKGROUND

The City of Laredo, TX (City) intends to design, build, and construct new facilities to support administration, operations and maintenance functions for El Metro. Specifically, the City intends to design and build an administration/operation building, a maintenance building, and a bus wash and fueling facility, all generally located on a land parcel immediately southeast of the intersection of Bartlett Avenue and Jacaman Road. Previously, a detailed design was completed to provide these three facilities in the same site as documented in Contract Documents (plans and specifications prepared by this Project Team in 2013. Construction of these documents was not advanced.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Approval of this motion.

Fiscal Impact

Fiscal Year:	2022
Bugeted Y/N?:	Y
Source of Funds:	Transit-Capital Grant
Account #:	518-5182-583-5512

Change Order: Exceeds 25% Y/N: N

FINANCIAL IMPACT:

Funding is available through FTF Grant TX-2018-080

Attachments

Proposal

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able.city
ARCHITECTURE. URBANISM. CITY MAKING

July 6th, 2022

Mr. Ramon Chavez, PE,
City Engineer
City of Laredo
1110 Houston, 2nd Floor
Laredo, TX 78040

Re. El Metro Transit Operations, Maintenance and Administration Facility

Dear Mr. Chavez,

Thank you for the opportunity to work with you on this upcoming project.

- PROJECT DESCRIPTION

The City of Laredo, TX (City) intends to design, build, and construct new facilities to support administration, operations and maintenance functions for El Metro. Specifically, the City intends to design and build an administration/operation building, a maintenance building, and a bus wash and fueling facility, all generally located on a land parcel immediately southeast of the intersection of Bartlett Avenue and Jacaman Road. Previously, a detailed design was completed to provide these three facilities in the same site as documented in Contract Documents (plans and specifications prepared by this Project Team in 2013. Construction of these documents was not advanced.

At this time, the City intends to update designs on all three facilities to reflect a different site configuration that is more in line with the adopted City of Laredo Comprehensive Plans, as well as, updating code compliance and facility spacing as generally indicated on the more recent El Metro Mixed-Use Development Study prepared by Able City. In addition, the Administration/Operations building will be redesigned and reprogrammed as a multistory building in a new location. When reviewing our updated site plan to the 2013 site plan included in the previous Contract Documents, the new plan indicates that:

1. The Maintenance Building and Bus Wash/Fueling Facility siting and general size remain unchanged.
2. The Administration/Operations Building is re-envisioned as a multi-story storefront building fronting Bartlett Avenue and integrated with future street facing commercial development buildings.

Accordingly, it is understood that the Maintenance Building and Bus Wash/Fueling Facility's earlier 2013 design will remain unaltered, with updates only as related and required by current code updates. It is also understood that the square footage and programming requirements of the Administration/Operations Building will be unaltered, but the change from the 2013 single-story, off street to the multi-story, street storefront per the 2019 Mixed Use Development Study will require rework/redesign which not a part of this phase/contract.

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SCOPE OF WORK:

This scope of work includes professional design services by the project team for the detailed design updates of the three facilities, with responsibility for the following areas of facility design. The design team will provide professional design services for the following (Refer to Services Chart at the end of scope section):

SITE (SD, DD, & CD's):
- Update of the site plan following the Viva Laredo Comprehensive Plan.
- Public Right-of-Way Improvements.

ADMINISTRATION BUILDING (SD, DD, & CD's):
- Programming Confirmation

FUELING CANOPY / BUS WASH BUILDING (Code-updated CD's):
- Programming Confirmation
- Code & Equipment Update

MAINTENANCE BUILDING (Code-updated CD's):
- Programming Confirmation

Design work shall proceed in the phases as described below:

1. Programming Confirmation

Our team will meet with the City of Laredo and Hendrickson Transportation Group to review the prior design and program for the facilities to confirm that the established design criteria, and configuration, meets the current function, space, and adjacency needs, coupled with updated Budgetary and Schedule parameters to fulfill the critical mission of the facilities.

2. Initial Design Updates:

The design team will review the initial design plans for the entire site and adjust the design to be in compliance with the current international building codes, energy codes, standards, and City of Laredo ordinances. The design will also be reviewed for alignment with applicable guidelines in the Viva Laredo Comprehensive Plan and Economic Development Strategy. The Team will complete a review of the previously specified materials, products, and equipment and incorporate adjustments or make recommendations for improvements based on the latest standards of practice and technologies.

Concurrent with the updating of the drawings, we would provide you with an opinion of probable cost projection based on square footage and current cost trends for similar projects.

3. Implementation Planning

At the conclusion of the engagement and programming activities, the Design Team will prepare a phased and final implementation plan, and Programming Report.

Deliverables

- Phased site plan update
- Budget estimate updates
- Site concept and massing renders

4. Design/Bid Phase Compliance Support:

Design team will ensure that both the facility design and procurement of the project meets all federal standards and requirements. Based on the team's experience with transit facilities, the team can review building concepts with El Metro and recommend design functionality as it pertains to transit operations, administration, parking, site circulation and maintenance. The team can also conduct informal value engineering (VE) once design concepts and preliminary costs have been developed. During the development of the solicitation for construction packages used during the procurement phase, the design team will ensure that all design, bid, and construction documents are prepared and executed in a manner that will comply with all state and federal requirements. In addition, the design team will be on hand in monitoring the bid process to ensure all federal procedures are being met.

Activity related to this task will include the following:

- Design team will ensure that all of the proper federal language and provisions are properly inserted into the bid documentation, including all relevant federal and local compliance terminology
- Design team will assist in the development of the necessary language procurement of construction services as per FTA guidelines
- Design team will be on hand at the pre-bid meeting and bid opening to respond to questions regarding the federal provisions and federal compliance
- Design team will review bids and provide recommendations for awards based on FTA compliance requirements and El Metro's method of selection.

5. FTA Categorical Exclusion Update:

This task will update the City's existing Categorical Exclusion (CE) under the National Environmental Policy Act (NEPA) consistent with Federal Transit Administration (FTA) criteria. The level of effort for this task will include updated CE request documentation and submission for concurrence to the State Historic Preservation Office (SHPO). Additional assessments/coordination (i.e. an historic resource survey, traffic impact analysis, public meeting, or other items that would push the project outside of a standard CE or into the category of an Environmental Assessment or Environmental Impact Statement) are not included in this task.

The request will include analysis of Air Quality, Cultural Resources, Public Parks and Recreation Areas, Population Characteristics, Socioeconomics, and Environmental Justice, Biological Resources, Floodplains, Wetlands, Noise, Traffic and Parking, Right-of-Way, Safety and Security, Aesthetics, and Construction Impacts.

6. Funding Pursuit Support:

The design team will provide services to support grant funding efforts (by others). These included formatting plans, renderings, and project statistics to suit the individual grants the Owner will pursue. We will also provide all necessary information narratives related to facility capabilities and functions.

7. Design Development

Upon review, approval, and notice to proceed with the following phase of our service, we would begin our design development. This phase would include the logical development of the preliminary design by identifying all specific materials and systems. Outline specifications would be developed and a detailed cost projection based on quantities and materials specified would be provided. This intermediate phase of drawings would provide Client with progress review sets of Architectural, Mechanical, Electrical, and Plumbing Engineering.

8. Construction Documents

Upon review, approval and notice to proceed, we would initiate construction documents. This would entail complete working drawings and specifications, i.e., construction documents required for execution of the project with construction details and finished specifications. Coordination of all consultants would be completed at this phase.

9. Bidding and Negotiation / Procurement

Fee below does not include Bidding and Negotiation or Procurement. These services shall be determined once the available funding is known. The design team will provide a proposed fee, and schedule for such upon if/when requested by the City of Laredo.

10. Construction Phase Management

Fee below does not include construction phase administration. The construction administration services shall be determined once the available funding is known. The design team will provide a proposed fee, and schedule for such upon if/when requested by the City of Laredo.

11. Project Management

Able City will provide project management throughout the project. This includes maintaining and reporting on project timeline, action items, team status, as well as providing corrective strategies to realign project to schedule in the event it is necessary. Our team will provide all necessary technology/software for the entire project team to monitor status.

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Services Chart	**Phase 1**	
	Site Design and Parking	Bus Wash/Fuel
Programming Confirmation	x	x
Implementation Planning	x	x
Schematic Design	Code Updates	Code Updates
Peer Review	NIC	NIC
Compliance (including CE)	x	x
Leed Accreditation	NIC	NIC
Value Engineering	x	x
Design/Code updates	x	x
Design Development	Code Updates	Code Updates
Construction Documents	Code Updates	Code Updates
Procurement Assistance	x	x
Construction Phase Admins	x	x

- **REIMBURSABLE EXPENSES**
  - Printing & postage costs beyond the allowed amount below
  - Out-of-town travel beyond 2 trips to Laredo for non-Able City team members
  - Additions to the scope of work
  - Fire Sprinkler System design beyond specifications necessary for bidding

- **EXCLUSIONS:**
  - Geotechnical Reports
  - Environmental Studies
  - Off-site Utility plans
  - Platting services
  - Zoning or Rezoning Services
  - LEED accreditation for Maintenance, Fuel Facility, Bus Wash, and Site
  - Furniture Design and Specifications
  - CNG plant design (location and infrastructure planning only)

- **SCHEDULE**

  Notice to proceed will be on or about July, 19th, 2022. Construction documents shall be completed by December, 20th, 2022.

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- **COMPENSATION DETAIL:**

	Design Updates	Project Management	Construction Phase Management
Architecture/Landscaping (Able City/EGD)	$298,000.00	$62,000.00	$90,000.00
Structural (Synergy)	$19,600.00	$1,400.00	$7,000.00
MEP (CDM Smith)	$215,000.00	$10,000.00	$86,000.00
Equipment/Lube/Air Systems (WRA)	$27,811.00	$1,986.50	$9,932.50
Compliance /Value Engineering (Able City/Goodman)	$8,000.00		$32,000.00
Surveys/Traffic Analysis/ROW improvements (KCI)	$42,000.00	$3,000.00	$15,000.00
Civil (Parra)	$168,000.00	$12,000.00	$60,000.00
IT (DBR)	$21,000.00	$1,500.00	$7,500.00
Fees Totals	**$799,411.00**	**$91,886.50**	**$307,432.50**
Sum of fees	$1,198,730.00		

For additional services where hourly fees are preferred, the following rates will apply:

a) Partners' hours $ 195.00/hour
b) Principals' hours $ 175.00/hour
c) Project Manager $ 125.00/hour
d) Technical Staff lvl 3 $ 85.00/hour
e) Technical Staff lvl 2 $ 75.00/hour
f) Technical Staff Lvl1 $ 65.00/hour
g) Out-of-town travel rates for trips beyond what is included in our sub-consultant scope- $400 per day per staff member present on trip plus direct costs of all travel expenses.

We thank you again and only ask that you not hesitate to call us if we may provide you with any additional information you may require.

Respectfully submitted,

Mario A. Peña, Architect,A.I.A.

City Council-Regular
Meeting Date: 07/18/2022
Initiated By: Rosario Cabello, Deputy City Manager
Staff Source: Guillermo Heard, Fire Chief; Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to ratify the issuance of emergency purchase order (No. 363524), authorized by Interim City Manager, in the amount not to exceed $68,130.29 to Jones & Bartlett Learning LLC, Boston, MA. This was issued for the emergency purchase of exclusive books for the EMS academy program for new fire department cadets scheduled to start on July 5, 2022. Jones & Bartlett Learning are the sole provider of this Navigate online training program for the academy. Both the online training and books are used in conjunction to meet the education and professional needs for the EMS academy program. Funding is available in the General Fund-Fire Department.

PREVIOUS COUNCIL ACTION

None

BACKGROUND

City of Laredo Fire department has ongoing EMS academy programs for new fire department cadets. They use online programs as well as exclusive books that provide education, assessment, and professional development resources using authoritative and interactive content aligned to course objectives for EMS academy program; Jones & Bartlett Learning LLC owns the copyright of these books. This vendor provides exclusive books that work in conjunction with their online training program Navigate and provide a professional education and development for new EMS fire department cadets. Please refer to the memorandum approved by City Manager for the issuance of the emergency purchase order for these books, and the sole source letter stating vendor owns the copyright of such books.

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

It is recommended that this motion is approved

Fiscal Impact

Fiscal Year: 2022

Bugeted Y/N?:	Y
Source of Funds:	Training Materials
Account #:	101-2415-522.14-10
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Funds are available in the Fire Department General Funds EMS Training Materials account number: 101-2415-522.14-10

Attachments

Memorandum for Academy Books

Sole Source Letter

CITY OF LAREDO

FIRE DEPARTMENT

MEMORANDUM

TO: Samuel Keith Selma, Interim City Manager
Rosario Cabello, Deputy City Manger

FROM: Guillermo Heard, Fire Chief/EMC GH

DATE: June 28, 2022

SUBJECT: Purchase of Academy Books for New Fire Department Cadets

---

We respectfully request your authorization on the additional purchases of exclusive books for our EMS academy program for our new fire department cadets. Currently we have spent a total of $42,098.27 on training books from vendor Jones & Bartlett Learning LLC. The additional expense to purchase more books for our new EMS academy is $26,032.02 for a total of $68,130.29 for this current fiscal year. Jones & Bartlett Learning owns the copywrite for some of these books and also, they are the provider of their **Navigate** online training program for our academy. **Navigate** transforms the traditional teaching and learning environment by bringing together authoritative and interactive content aligned to course objectives.

We respectfully ask for this purchase approval to comply with our upcoming academy program dated July 05, 2022. A Motion will be submitted for the July 18, 2022 City Council meeting to ratified the purchases of these books that are required for our academy training program.

_____Approved
Samuel Keith Selman
Interim City Manager

_____Denied
Samuel Keith Selman
Interim City Manager

_____Approved
Rosario Cabello
Deputy City Manager

_____Denied
Rosario Cabello
Deputy City Manager

616 E. Del Mar. Laredo, Texas 78041 (956) 718-6000 Fax (956) 725-5797
Laredo Fire Dept. EMS Division

PUBLIC SAFETY GROUP
A JONES & BARTLETT LEARNING BRAND

25 Mall Road | Burlington, MA | 01803
1-800-832-0034 | f 1-978-443-8000
www.psglearning.com

6/27/2022

Laredo Fire Department
616 E Del Mar Boulevard
Laredo, TX 78040 US

Dear Laredo Fire Department EMS Training Program,

Please be advised that Jones & Bartlett Learning, LLC is the publisher and sole and exclusive owner of the copyright in and to the following titles:

BU- SPNVPM: CAROLINE ECS 8E/NVA: A&P2E/PARAMED PATHOPHYS
ISBN# 9781284184556

ISBN# 13727-9
ISBN# 3765-8
ISBN# 4230-3

If there are any further questions, please contact Jones & Bartlett Learning, LLC.

Sincerely,

Public Safety Group
A division of Jones & Bartlett Learning, LLC
An Ascend Learning Company
25 Mall Rd.
Burlington, MA 01803

City Council-Regular

Meeting Date: 07/18/2022

Initiated By: Riazul Mia, Assistant City Manager

Staff Source: Ronald W. Miller, Fleet Department Director, Miguel A. Pescador, Purchasing Agent

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SUBJECT

Consideration to renew contract FY20-059 with the following vendors:

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.

This contract provides safety inspection services for all of the City's municipal fleet vehicles. These vendors 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. There was no price increase during the last extension period. The contract may be extended for one (1) more additional one (1) year period, each upon mutual agreement of the parties and contingent upon future funding appropriations. Funding is available in the Fleet Department Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one-year contract 7/26/21.

BACKGROUND

This contract establishes pricing for safety inspection services for all of the City's municipal fleet vehicles. All services will be secured on an as needed basis. R&S Inspection Center is the primary vendor while Rotex currently provides DOT inspections for the City's heavy equipment. There was no price increase during the last extension period. This is the second of three extension periods.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for one, additional one (1) year period. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City.

Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. 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 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 Fleet Department.

Current Contract Pricing:

	R & S Inspection Center	Rotex Truck Center
Description	Unit Price	Unit Price
Vehicle Inspection Services	$ 7.00	$ 7.00
Minor Repairs (light bulbs, fuses, wiper blades, and minor electrical repairs not to exceed $50.00)	$ 50.00	$ 50.00

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contracts be renewed.

Fiscal Impact

Fiscal Year:	2022
Bugeted 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

					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
Line #	Description	QTY	UOM	Estimated	Unit	Extended	Unit	Extended	Unit	Extended
1	Section I: Vehicle Safety Inspection Services	1	PKG		**$7.00**	$7.00	**$7.00**	$7.00	$7,200.00	$7,200.00
1.1	Fleet Vehicle Inspections As per Specifications 16.0 17.0	1	1200		**$7.00**		**$7.00**		$6.00	

Line #
1
1.1

City of Laredo
Purchasing Division
Renewal Notice

June 17, 2022

Mr. Sergio Gonzalez
R&S Inspection Center
3001 E. Saunders
Laredo, Texas 78041

Re: Vehicle Inspection Services
Contract FY20-059
Extension II

Dear Mr. Gonzalez,

This is to inform you that the contract FY20-059 which was approved by City Council on July 27, 2020 is up for renewal. This is the second of three extension periods. Please advise if you wish to renew this contract. Your company is the primary vendor for this contract. Signed renewal can be emailed to: ealdape@ci.laredo.tx.us

Contract Pricing:

Vehicle Inspection Services	$ 7.00
Minor Repairs	$ 50.00

If there are any questions regarding this renewal, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

R&S Inspection Center

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: _____

Print Name: Ricardo Gonzalez

Date: 6-17-22

City of Laredo
Purchasing Division
Renewal Notice

June 17, 2022

Mr. Roberto Rosas
Rotex Truck Center
11802 Sara Road
Laredo, Texas 78045

Re: Vehicle Inspection Services
Contract FY20-059
Extension II

Dear Mr. Rosas,

This is to inform you that the contract FY20-059 which was approved by City Council on July 27, 2020 is up for renewal. This is the second of three extension periods. Please advise if you wish to renew this contract. Your company is the primary vendor for DOT inspection for heavy highway equipment. Signed renewal can be emailed to: ealdape@ci.laredo.tx.us

Contract Pricing:

Vehicle Inspection Services	$ 7.00
Minor Repairs	$ 50.00

If there are any questions regarding this renewal, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Rotex Truck Center

Request a contract extension: X Not request a contract extension: _____

Authorized Signature: _____

Print Name: RICHARD ROSAS

Date: 6/21/2022

City of Laredo
Purchasing Division
LETTER OF AWARD

July 27, 2021

Mr. Sergio Gonzalez
R&S Inspection Center
3001 E. Saunders
Laredo, Texas 78041

Re: Vehicle Inspection Services
Contract FY20-059
Extension I

Dear Mr. Gonzalez,

This is to inform you that the contract renewal for FY20-059 was approved by City Council on July 26, 2021. The term of this contract shall be for a period of one year. Your company will be the primary vendor for this contract. This is the first of three extension periods.

Contract Pricing:

Vehicle Inspection Services	$ 7.00
Minor Repairs	$ 50.00

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 of Laredo
Purchasing Division
LETTER OF AWARD

July 27, 2021

Mr. Roberto Rosas
Rotex Truck Center
11802 Sara Road
Laredo, Texas 78045

Re: Vehicle Inspection Services
Contract FY20-059
Extension I

Dear Mr. Rosas,

This is to inform you that the contract renewal for FY20-059 was approved by City Council on July 26, 2021. The term of this contract shall be for a period of one year. Your company will be the primary vendor for DOT inspection for heavy highway equipment. This is the first of three extension periods.

Contract Pricing:

Vehicle Inspection Services	$ 7.00
Minor Repairs	$ 50.00

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: 07/26/2021
Initiated By: Riazul Mia, Assistant City Manager
Staff Source: Ronald W. Miller, Fleet Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew contract FY20-059 with the following vendors:

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.

This contract provides safety inspection services for all of the City's municipal fleet vehicles. These vendors 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.There was no price increase during the last extension period. The contract may be extended for two (2) 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.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one year contract 7/27/20.

BACKGROUND

This contract establishes pricing for safety inspection services for all of the City's municipal fleet vehicles. All services will be secured on an as needed basis. R&S Inspection Center is the primary vendor while Rotex currently provides DOT inspections for the City's heavy equipment. There was no price increase during the last extension period. This is the first of three extension periods.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. 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 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 Fleet Department.

Current Contract Pricing:

	R & S Inspection Center	Rotex Truck Center
Description	Unit Price	Unit Price
Vehicle Inspection Services	$ 7.00	$ 7.00

Minor Repairs (light bulbs, fuses, wiper blades, and minor electrical repairs not to exceed $50.00)	$ 50.00	$ 50.00

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contracts be renewed.

Fiscal Impact

Fiscal Year:	2021
Bugeted 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

Contracts FY20-059

City of Laredo
Purchasing Division
Renewal Notice

June 16, 2021

Mr. Sergio Gonzalez
R&S Inspection Center
3001 E. Saunders
Laredo, Texas 78041

Re: Vehicle Inspection Services
Contract FY20-059
Extension I

Dear Mr. Gonzalez,

This is to inform you that the contract FY20-059 which was approved by City Council on July 27, 2020 is up for renewal. This is the first of three extension periods. Please advise if you wish to renew this contract. Your company is the primary vendor for this contract. Signed renewal can be emailed to: saldape@ci.laredo.tx.us

Contract Pricing:

Vehicle Inspection Services	$ 7.00
Minor Repairs	$ 50.00

If there are any questions regarding this renewal, please feel free to call me at (956) 794-1771.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

R&S Inspection Center

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: Ricardo Gonzalez

Print Name: Ricardo Gonzalez

Date: 6-25-21

City of Laredo
Purchasing Division
Renewal Notice

June 16, 2021

Mr. Roberto Rosas
Rotex Truck Center
11802 Sara Road
Laredo, Texas 78045

Re: Vehicle Inspection Services
Contract FY20-059
Extension I

Dear Mr. Rosas,

This is to inform you that the contract FY20-059 which was approved by City Council on July 27, 2020 is up for renewal. This is the first of three extension periods. Please advise if you wish to renew this contract. Your company is the primary vendor for DOT inspection for heavy highway equipment. Signed renewal can be emailed to: caldape@ci.laredo.tx.us

Contract Pricing:

Vehicle Inspection Services	$ 7.00
Minor Repairs	$ 50.00

If there are any questions regarding this renewal, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Rotex Truck Center

Request a contract extension: X Not request a contract extension: _____

Authorized Signature: _____

Print Name: Roberto Rosas

Date: 6/17/2021

City of Laredo
Purchasing Division
LETTER OF AWARD

July 28, 2020

Mr. Roberto Rosas
Rotex Truck Center
11802 Sara Road
Laredo, Texas 78045

Re: Vehicle Inspection Services
Contract FY20-059
Approved by Council 7/27/2020

Dear Mr. Rosas,

This is to inform you that the contract FY20-059 was approved by City Council on July 27, 2020. The term of this contract shall be for a period of one year. Your company will be the primary vendor for DOT inspection for heavy highway equipment. This contract has three extension periods.

Contract Pricing:

Vehicle Inspection Services	$ 7.00
Minor Repairs	$ 50.00

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 of Laredo
Purchasing Division
LETTER OF AWARD

July 28, 2020

Mr. Sergio Gonzalez
R&S Inspection Center
3001 E. Saunders
Laredo, Texas 78041

Re: Vehicle Inspection Services
Contract FY20-059
Approved by Council 7/27/2020

Dear Mr. Gonzalez,

This is to inform you that the contract FY20-059 was approved by City Council on July 27, 2020. The term of this contract shall be for a period of one year. Your company will be the primary vendor for this contract. This contract has three extension periods.

Contract Pricing:

Vehicle Inspection Services	$ 7.00
Minor Repairs	$ 50.00

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 of Laredo
Purchasing Division
LETTER OF AWARD

July 28, 2020

Mr. Roberto Rodriguez
Grease Monkey
2518 NE Bob Bullock Loop
Laredo, Texas 78045

Re: Vehicle Inspection Services
Contract FY20-059
Approved by Council 7/27/2020

Dear Mr. Rodriguez,

This is to inform you that the contract FY20-059 was approved by City Council on July 27, 2020. The term of this contract shall be for a period of one year. Your company will be a secondary vendor for this contract. This contract has three extension periods.

Contract Pricing:

Vehicle Inspection Services	$ 6.00
Minor Repairs	$ 50.00

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: 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

Bugeted Y/N?: Yes

Source of Funds: Fleet Maintenance Fund

Account #: 59328105332080

Change Order: Exceeds 25% Y/N:

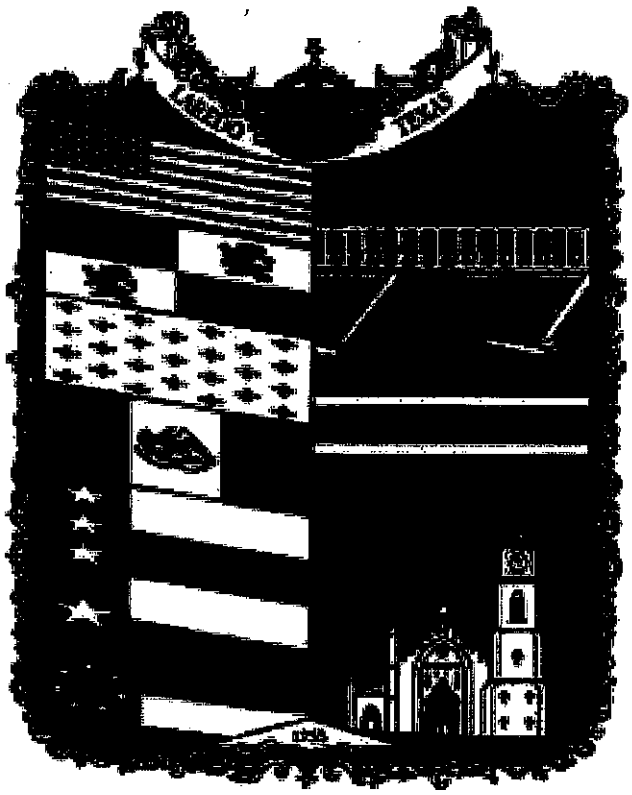
FINANCIAL IMPACT:

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



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

robert@rotextrucks.com
Email

Submitted at 6/3/2020 9:19:44 AM

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 bsuiness 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.

No response

19 **Question #5**

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award?

No

20 **Question #6**

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting?

No

21 **Question #7**

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract?

No

22 **Question #8**

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default?

No

23 **Question #9**

Is the Business in arrears in any contract or debt?

No

24 **Question #10**

Has the Business been a defaulter, as a principal, surety, or otherwise?

No

25 **Question #11**

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason?

No

26 **State if the Company is a certified minority business enterprise**

The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

27 **Historically Underutilized Business (HUB)**

No

28 **Small Disadvantaged Business Enterprise (SDBC)**

No

29	**Disadvantaged Business Enterprise (DBE)** No
30	**Other: Please specify** N/A
31	**This company is not a certified minority business** This company is not a certified minority business
32	**Contact Person Email Address** ROBERT@ROTEXTRUCKS.COM
33	**Conflict of Interest Disclosure** A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

34 **Conflict of Interest Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity.
This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.
This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.
A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

35 **Question 1. I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS**

If you attest there is no conflict of interest, please skip sections 2-8.

I attest there is no coflict of interest

36 **Question 2. Name of person who has a business relationship with local governmental entity**

Rotex Truck Center, Inc. / Robert Rosas

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.

N/A

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) Robert Rosas
46	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department FY20-059 VEHICLE SAFETY INSPECTION SERVICES FLEET DEPARTMENT
47	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** Rotex Truck Center
48	**Question 4. List any business entity(ies) that is a partner, paretn, subsidiary business entity(ies) of the individual or entity listed in Question 3.** Not Applicable
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 entitites 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 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 policitcal contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

No response

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. 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 ATTRIBUTE# 57- THERE IS A GLITCH IN THE SYSTEM AND I HAD TO SELECT "I AM AWARE OF CONFLICT OF INTEREST" IN ORDER TO SUBMIT BID. NOTE: RESPONSE SHOULD BE "I AM NOT AWARE OF ANY CONFLICT OF INTEREST" Robert Rosas, General Manager, Rotex Truck Center, Inc. 6/3/2020
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. I swear or affirm information is correct
63	**Question 4.List any buisness entity(ites) that is a partner, parent, subsidiary buisness entity(ies) of the individual or entity listed in Question 4** Not Applicable
64	**Company Information Questionnaire** I have completed this section
65	**Conflict of Interest Questionnaire** I have completed this section
66	**Non-Collusive Affidavit** I have completed and included this form
67	**Discretionary Contracts Disclosure** I have completed this section

68 **Certificate of Interested Parties (Form 1295)**

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm.

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016, Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:
46.1. Application
46.3. Definitions
46.5. Disclosure of Interested Parties Form

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

I will comply with this form

69 **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 inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

I Agree to the Terms and Conditions

Bid Lines

1 Package Header

Section I :

Vehicle Safety Inspection Services

Quantity: 1 UOM: PKG Total: $7.00

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: $7.00 Total: $7.00

Supplier Notes: UNIT COST $7.00 FOR CLASS "C" VEHICLES
UNIT COST $40.00 FOR CLASS "A" VEHICLES

Response Total: $7.00

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 of person authorized to sign bid _____ Date 6/2/2020

Print Name of person authorized to sign bid ROBERT ROSAS

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 X 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

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / (No.)

Is any litigation pending against the Business? Yes / (No.)

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / (No.)
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / (No.)

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / (No)

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / (No.)

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / (No)

Is the Business in arrears in any contract or debt? Yes / (No)

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / (No)

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / (No.)

State if company is a certified minority business enterprise:
Historically Underutilized Business (HUB): Yes (No) Disadvantaged Business Enterprise (DBE): Yes (No)

Small Disadvantaged Business Enterprise (SDBC) Yes (No) Other: Please specify

This company is not a certified minority business: ☒

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

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

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:
2020-624979

Date Filed:
05/28/2020

Date Acknowledged:

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

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 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. [X]

6 UNSWORN DECLARATION

My name is Roberto Rosas, and my date of birth is 11/23/1962.

My address is 11901 Sara Rd (street), Laredo (city), TX (state), 78045 (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 (month), 20 20 (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

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:

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Hand Delivered:
City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 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.

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 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:

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.

The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

Formal Invitation for Bids
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.

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. & 10am to 6pm Sunday

Days of week: 6 DAYS PER WEEK

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.

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)

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 of person authorized to sign bid _____ Date 6/2/2020

Print Name of person authorized to sign bid Robert X. Rodriguez

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: ~~Same~~ 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

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / (No.)

Is any litigation pending against the Business? Yes / (No)

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / (No.)
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / (No.)

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / (No)

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / (No.)

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / (No)

Is the Business in arrears in any contract or debt? Yes / (No)

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / (No)

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / (No.)

State if company is a certified minority business enterprise:
Historically Underutilized Business (HUB): Yes (No) Disadvantaged Business Enterprise (DBE): Yes (No)

Small Disadvantaged Business Enterprise (SDBC) Yes (No) Other: Please specify

This company is not a certified minority business: [X]

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

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: [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."

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

☒ 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.

ROBERT X. RODRIGUEZ — Name
Signature — Date: 6/2/2020

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ
For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity — Date

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 Robert X. Rodriguez - President
(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 3rd day of June 2020.

Notary Public

My commission expires:

February 23, 2021

ERICA I. RODRIGUEZ
My Notary ID # 131017433
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.**

First	M.I.	Last	Suffix
Robert	X	Rodriguez	

***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).**

Name (Print)	Signature	Name (Print)	Signature
Robert X. Rodriguez			

***4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or**

entity listed in Question 3

☒ Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

☐ Name of partner, parent, or subsidiary business entity(ies):

*5. List any individuals or entities that will be subcontractors on this contract.

☒ Not applicable. No subcontractors will be retained for this contract.

☐ Subcontractors may be retained, but have not been selected at the time of this submission.

☐ List of subcontractors:

*6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

☒ Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

☐ List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract:

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

a) Any individual seeking contract with the city (Question 3)
b) Any owner or officer of entity seeking contract with the city (Question 3)
c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
d) Any subcontractor or owner/office of subcontracting entity retained for the contract (Question 5)
e) The spouse of any individual listed in response to (a) through (d) above
f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☒ Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these

individuals.

☐ List of contributors:

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

☒ I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflict(s) of interest:

***Acknowledgements**

☑ **Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☑ **No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

☒ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

☒ I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Robert X. Rodriguez		President
Name (Print)	Signature	Title
ARMAT GROUP, INC dba Grease Monkey		6/2/2020
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

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:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:
- 46.1. Application
- 46.3. Definitions
- 46.5. Disclosure of Interested Parties Form

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
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. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

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:

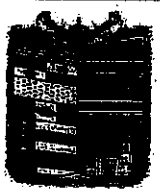
Bid: Vehicle Safety Inspection Services – Fleet Department
FY20-059

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
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

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 2:00 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 C2G Bids:

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.

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 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 P.O. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (EFT) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.

(e) For any inquires on payment status or general billing questions please contact:

Jorge J. Jolly, Accounts Payable Manager
956-791-7328
jjolly@ci.laredo.tx.us
1110 Houston St. Laredo, TX 78040

12.0 INSURANCE REQUIREMENTS (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.

The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

Formal Invitation for Bids
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.

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.

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)

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 of person authorized to sign bid _____ Date 5/13/2020

Print Name of person authorized to sign bid Sergio S. Gonzalez

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: rsdrive4him2020@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

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / (No)

Is any litigation pending against the Business? Yes / (No.)

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / (No.)
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / (No.)

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / (No)

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / (No.)

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / (No)

Is the Business in arrears in any contract or debt? Yes / (No)

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / (No)

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / (No.)

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB):	Yes	No	Disadvantaged Business Enterprise (DBE):	Yes	No
Small Disadvantaged Business Enterprise (SDBC)	Yes	No	Other: Please specify		

This company is not a certified minority business: ☐

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

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: R e S 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: [signature]

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."

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

☑ 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.

SEALED — Signature — 5/31/2022
Name — Signature — Date

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ
For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person who has a business relationship with local governmental entity.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity — Date

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 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.

ALEX SUAREZ, JR.
Notary Public, State of Texas
Comm. Expires 03-03-2021
Notary ID 12258861

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 20 20.

Notary Public

My commission expires:

03/03/2021

27.0 Tab E

[redacted]

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 ff the City's Ethics Code.
***This is a ✓ New Submission or ___ Correction or ___ Update to previous submission.**

First SERGIO S. GONZALEZ M.I. Last Gonzalez Suffix

a) Contract or Project name(s):

Vehicle Safety Inspection Services

b) Originating Department(s):

Fleet Department

RCS Inspection Center			
Name (Print)	Signature	Name (Print)	Signature
SERGIO S GONZALEZ			
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature

☑ 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

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.

Sergio S. Gonzalez

Name (Print) | Signature | Title

Sergio S. Gonzalez | [signature] | Owner

Company or DBA | Date 5/13/2020

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

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:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:
46.1. Application
46.3. Definitions
46.5. Disclosure of Interested Parties Form

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4

Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [V]

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 10/25/2016

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 Flour
1110 Houston Street
Laredo, Texas 78040

MAY 21 '20 AM11:58
REC'D CITY SEC OFF

Fleet Management 48.

City Council-Regular

Meeting Date: 07/18/2022

Initiated By: Riazul Mia, Assistant City Manager

Staff Source: Ronald W. Miller, Fleet Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to amend two-year contract FY21-068 by 25% with the following vendors:

Section	Description	Vendor	Location	Award
I	Fuel, Air, Oil Filters	Rush Truck Center	Laredo, TX	Primary Vendor
		Fleet-Pride	Laredo, TX	Secondary Vendor
II III IV V VI VII VIII IX X XI XII XIII XIV XV XVI XVII	Belts, Hoses, Cooling Brakes & Related Items Brakes/Misc. Parts Chassis & Steering Drive Train Electrical Auto Parts Exhaust Auto Parts Fuel & Emission Parts Heating & Air Condition Ignition Lamp Bulb, Flashers Shock & Struts Wiper Blades & Motors Service Lubricants Brakes/Emergency Vehicles Parts/Emergency Vehicles	Gonzalez Auto Parts	Laredo, TX	Primary Vendor
		Toro Auto Sales	Laredo, TX	Secondary Vendor
		O'Reilly Auto Parts	Laredo, TX	Secondary Vendor
	(Only Section X Heating Cooling)	Andy's Auto Air	Laredo, TX	Secondary Vendor

for an amount increase of $117,500.00 and a new contract with a total amount of $587,500.00 for the purchase of automotive parts for the Fleet Department. This contract establishes a percentage discount on parts utilized during city vehicle repairs. All parts will be purchased on an as-needed basis. The term of this contract shall expire on January 18, 2023. Contract amendment is due to an increase in price, usage, and to cover future expenditures. Funding is available in the Fleet Maintenance Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

Approved a one-year contract on 1/18/22.

BACKGROUND

The term of this contract shall expire on 1/18/23. Contract amendment is for an increase of $117,500.00 and a new contract with a total amount of $587,500.00; Contract amendment is due to an increase in price, usage, and to cover future expenditures. All part will be purchased on as needed basis.

Summary

Vendor	Current Contract Amount	25% Increase	Revised Contract Amounts
Gonzalez Auto Parts	$ 250,000.00	$ 62,500.00	$ 312,500.00
Rush Truck Center	$ 75,000.00	$ 18,750.00	$ 93,750.00
O'Reilly Auto Parts	$ 40,000.00	$ 10,000.00	$ 50,000.00
Toro Auto Sales	$ 40,000.00	$ 10,000.00	$ 50,000.00
Fleet-Pride	$ 40,000.00	$ 10,000.00	$ 50,000.00
Andy's Auto Air	$ 25,000.00	$ 6,250.00	$ 31,250.00
Contract Amount	$ 470,000.00	$ 117,500.00	$ 587,500.00

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contracts be amended.

Fiscal Impact

Fiscal Year:	2022
Bugeted Y/N?:	Yes
Source of Funds:	Fleet Maintenance Fund
Account #:	59328105332071
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

All parts will be purchased on an as need basis. The purpose of this contract is to establish prices for the commodities or services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

FY21-068 Bid Tab

FY21-068 Contracts

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					award $25,000. ELVALUATION SCORE 83		ELVALUATION SCORE 73		award $75,000.00 ELVALUATION SCORE 93		award $40,000 ELVALUATION SCORE 87		ELVALUATION SCORE 65	
					Seconary section 10.0		no percentage on inventory		primary section1		secondary section1			
					Andy's Auto Air & Supplies, Inc		FAMILY CHEVROLET		Rush Truck Center, Laredo (Rush Truck Centers of Texas)		FLEETPRIDE		vehicle maintenance program	
					Total Price	$0.00	Total Price	$0.00	Total Price	$75,142.53	Total Price	$112,711.12	Total Price	$145,359.87
Line #	Description	Mfgr	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Section I: Fuel, Air Oil Filters (Wix) Stock Numbers Or Approved Equal (Pricing Percentage Discount) 50 Points		1	PKG	No Bid		No Bid		$75,142.53	$75,142.53	$112,711.12	$112,711.12	$145,359.87	$145,359.87
1 ALT1	bid for FRAM Jobber 7/5/2021. Price Sheet is attached.	Fram	1	PKG									**$36.00**	
1.1	# 33011 fuel		52	EA	No Bid				**$0.91**		$1.35		$1.84	
1.2	#33032 Fuel		12	EA	No Bid				**$1.21**		$1.69		$1.60	
1.3	#33109 Fuel		55	EA	No Bid				**$2.15**		$3.20		$3.68	
1.4	#33166 Fuel		6	EA	No Bid				No Bid		**$3.00**		$3.49	
1.5	#33210 Fuel		36	EA	No Bid				**$4.49**		$6.70		$7.77	
1.6	#33296 Fuel		38	EA	No Bid				**$2.73**		$3.82		$5.84	
1.7	#33357 Fuel		10	EA	No Bid				**$3.16**		$4.72		$5.72	
1.8	#33358 Fuel		24	EA	No Bid				No Bid		**$4.11**		$6.17	
1.9	#33377 Fuel		178	EA	No Bid				**$3.96**		$5.90		$7.32	
1.10	#33392 Fuel		50	EA	No Bid				**$10.29**		$14.40		$20.16	
1.11	#33405 Fuel		13	EA	No Bid				**$3.17**		$4.73		$8.14	
1.12	#33406 Fuel		100	EA	No Bid				**$5.27**		$7.86		$11.93	
1.13	#33412 Fuel		48	EA	No Bid				**$12.11**		$16.17		$19.64	
1.14	#33442 Fuel		22	EA	No Bid				**$5.77**		$12.72		$10.00	
1.15	#33472 Fuel		22	EA	No Bid				**$4.32**		$6.45		$7.83	
1.16	#33481 Fuel		27	EA	No Bid				**$3.76**		$5.26		$6.29	
1.17	#33518 Fuel		43	EA					**$10.35**		$14.48		$17.00	
1.18	#33546 Fuel		12	EA					**$6.38**		$9.51		$11.04	
1.19	#33548 Fuel		51	EA					**$6.17**		$9.21		$12.39	
1.20	#33595 Fuel		123	EA					**$2.98**		$4.17		$5.42	
1.21	#33604 Fuel		158	EA					**$11.08**		$15.51		$19.29	
1.22	#33638 Fuel		19	EA					**$5.85**		$8.73		$13.43	
1.23	#33668 Fuel		13	EA					**$6.38**		$9.51		$11.04	
1.24	#33791 Fuel		39	EA					**$4.29**		$6.39		$8.03	
1.25	#33899 Fuel		47	EA					**$20.46**		$28.64		$33.33	
1.26	#33936 Fuel		175	EA					**$6.53**		$9.75		$7.81	
1.27	#33950 Fuel		200	EA					**$16.62**		$24.79		$33.97	
1.28	#33674 Fuel		180	EA					**$4.71**		$7.03		$8.39	
1.29	#33966 Fuel		116	EA					**$6.15**		$9.18		$11.94	
1.30	#42124 Air		40	EA					**$14.87**		$20.85		$27.00	
1.31	#42226 Air		177	EA					**$11.86**		$16.60		$19.95	
1.32	#42321 Air		115	EA					**$12.13**		$18.10		$31.41	
1.33	#42488 Air		123	EA					**$5.21**		$7.76		$9.53	
1.34	#42610 Air		15	EA					**$26.42**		$39.41		$35.50	
1.35	#42691 Air		200	EA					**$37.17**		$55.45		$70.00	
1.36	#42731 Air		51	EA					**$17.94**		$26.75		$50.50	
1.37	#42812 Air		148	EA					**$32.67**		$48.72		$58.59	
1.38	#42679 Air		42	EA					**$9.70**		$13.58		$15.77	
1.39	#42824 Air		22	EA					**$14.19**		$21.16		$18.18	
1.40	#42843 Magnum AF		237	EA					**$3.96**		$5.91		$27.50	
1.41	#42868 Air		62	EA					**$12.71**		$17.79		$29.97	
1.42	#42985 Air		61	EA					**$5.70**		$8.50		$29.97	
1.43	#46077 Air		15	EA					**$2.64**		$3.94		$3.56	
1.44	#46134 Air		150	EA					**$2.68**		$3.74		$3.56	
1.45	#46174 Air		25	EA					**$2.93**		$4.10		$3.56	
1.46	#46213 Air		15	EA					**$2.25**		$8.84		$11.18	
1.47	#46253 Ranger AF		168	EA					**$3.79**		$5.66		$6.87	
1.48	#46360 Mower AF		11	EA					No Bid		No Bid		**$10.00**	
1.49	#46418 Air		150	EA					**$5.37**		$7.51		$12.21	
1.50	#46429 Air		75	EA					**$7.96**		$11.88		$18.24	
1.51	#46433 Air		100	EA					**$10.66**		$15.90		$22.75	
1.52	# 46438 mower AF (o)		145	EA					**$6.46**		$9.64		$11.60	
1.53	# 46449 mower AF		145	EA					**$4.98**		$7.42		$9.26	
1.54	# 46522 aux Eng AF		106	EA					**$7.12**		$10.62		$12.65	
1.55	# 46562 air filter (o)		42	EA					**$11.09**		$16.54		$21.41	
1.56	# 46569 air filter (o)		37	EA					**$6.44**		$9.61		$16.78	
1.57	# 46671 air filter cs (o)		77	EA					**$9.53**		$13.34		$11.30	
1.58	# 46672 air filter cs (i)		67	EA					**$7.45**		$10.43		$12.60	
1.59	# 46728 Air		49	EA					$9.49		$13.29		$11.68	
1.60	# 46744 sweeper Main		15	EA					**$13.40**		$19.99		$29.29	
1.61	# 46804 Air		41	EA					$6.45		$9.62		**$5.98**	
1.62	# 46917 Air		8	EA					**$3.01**		$4.21		$5.48	
1.63	# 46919 Refuse truck rear		128	EA					**$22.36**		$33.34		$40.00	
1.64	# 46935 Air		350	EA					**$3.38**		$5.04		$4.75	
1.65	# 49082 Cab a/c		123	EA					**$5.14**		$7.67		$8.52	

1.66	# 49883 F-250 AF	61	EA			**$3.38**	$7.32	$6.17		
1.67	# 49886 Air	237	EA			**$22.75**	$31.85	$54.00		
1.68	# 51040 Oil	19	EA			**$1.67**	$2.34	$2.63		
1.69	# 51056 Oil	11	EA			**$3.10**	$4.63	$5.90		
1.70	# 51061 Oil	20	EA			**$1.83**	$2.73	$3.40		
1.71	# 51085 Mg oil filter	462	EA			**$1.80**	$2.52	$2.80		
1.72	# 51334 mower OF	72	EA			**$1.98**	$2.95	$3.40		
1.73	# 51348 Oil	700	EA			**$1.60**	$2.39	$2.55		
1.74	# 51365 M.O.F.	32	EA			**$2.13**	$3.18	$2.64		
1.75	# 51372 Oil	900	EA			**$2.13**	$5.55	$2.79		
1.76	# 51356 M.O.F	22	EA			**$1.92**	$2.69	$2.60		
1.77	# 51394 Oil	53	EA			**$1.91**	$2.67	$2.88		
1.78	# 51459 CAT OF	12	EA			**$3.22**	$4.51	$5.01		
1.79	# 51515 Oil	19	EA			**$1.63**	$2.44	$2.63		
1.80	# 51522 Oil	100	EA			**$1.89**	$2.65	$3.46		
1.81	# 51551 MFH	36	EA			**$2.33**	$3.47	$3.89		
1.82	# 51602 Oil	18	EA			**$2.11**	$3.14	$4.37		
1.83	# 51516 Oil	125	EA			**$1.89**	$2.82	$2.63		
1.84	# 51721 Hyd Filter	47	EA			**$24.43**	$36.45	$39.39		
1.85	# 51734 Oil	52	EA			**$5.12**	$7.17	$8.83		
1.86	# 51748 Oil	120	EA			**$11.56**	$17.24	$18.18		
1.87	# 51749 Oil	291	EA			**$6.73**	$10.03	$11.64		
1.88	# 51750 Refuse Truck	167	EA			**$5.00**	$7.00	$8.67		
1.89	# 51791 Oil	260	EA			**$3.49**	$5.20	$5.48		
1.90	# 51792 Oil	200	EA			**$5.45**	$8.13	$9.48		
1.91	# 51798 Oil	136	EA			**$4.16**	$5.82	$12.19		
1.92	# 51801 Oil	72	EA			**$7.68**	$10.75	$9.94		
1.93	# 57037 Oil	92	EA			**$5.01**	$7.47	$8.61		
1.94	# 57182 Oil	192	EA			**$3.71**	$5.54	$6.74		
1.95	# 57060 Oil	127	EA			**$1.66**	$2.48	$2.63		
1.96	# 57243 Aux. sweepers oil filter	13	EA			**$4.87**	$6.82	$7.99		
1.97	# 57314 Eng.oil filter	200	EA			**$6.60**	$9.85	$15.88		
1.98	#57750 Deere OF	1000	EA			**$4.91**	$7.32	$8.69		
1.99	Section I: Percentage of stocked item on hand 10% Provide percentage of st	1	EA			100.0%	95.0%	35.0%		
2	Section II: Automotive Parts - Belts, Hoses, & Cooling (Belts, hoses, water pu	1	PKG	No Bid	No Bid	No Bid	No Bid	$0.00	$0.00	
2.1	Percent of Discount Offered	1	EA		Cost Plus 30%			36.0%		
2.2	Section II: Percentage of stocked item on hand 10% Provide percentage of st	1	EA					36.0%		
3	Section III- Automotive Parts - Brakes, related items & wheel be a rings.	1	PKG	No Bid	No Bid	No Bid	No Bid	$0.00	$0.00	
3.1	723 Brake, Shoe	20	EA					No Bid		
3.2	3030 Brake, Booster	20	EA					No Bid		
3.3	4148 Brake, Seal	200	EA					No Bid		
3.4	4160 Brake, Seal, Front, F250-F350	77	EA					No Bid		
3.5	7114 Brake, Pads Semi Metallic Rear F 150	22	EA					No Bid		
3.6	145076 Front Rotor Ranger	60	EA					No Bid		
3.7	3W1Z1225AA Ford, Brake, Bearing	20	EA					No Bid		
3.8	86605 Ford, Brake, Seal	14	EA					No Bid		
3.9	8C3Z1190A Ford, Brake, Seal	40	EA					No Bid		
3.10	91505 Brake, Seal	100	EA					No Bid		
3.11	9864S Oil Seal	4	EA					No Bid		
3.12	12 Brakes, Bearing	48	EA					No Bid		
3.13	13 Brakes, Bearing	5	EA					No Bid		
3.14	AIB Brakes, Bearing	40	EA					No Bid		
3.15	A2 Brakes, Bearing	20	EA					No Bid		
3.16	AS Brakes, Bearing	75	EA					No Bid		
3.17	A6 Brakes, Bearing	75	EA					No Bid		
3.18	EOA Z21498B Ford, Brakes, Brake Washer	25	EA					No Bid		
3.19	F67Z1Sl l 77 ACA Ford, Axle, Seal	20	EA					No Bid		
3.20	MKD1012 Brake, Pads, Rear	30	EA					No Bid		
3.21	MKD1057AFM Rear Brakes, Rear Charger Severe Duty	20	EA					No Bid		
3.22	MKD1058FM Brakes, Pads Front Charger 05-07	20	EA					No Bid		
3.23	MKD1066 Brakes, FSS0 w/ Sensor	13	EA					No Bid		
3.24	MKD067 Brake Pads	13	EA					No Bid		
3.25	MKD1068 Brakes, Rear Pads Ford 05-08	10	EA					No Bid		
3.26	MKD1069 Brake, Pads, Front	10	EA					No Bid		
3.27	MKD1083 Brake, Pads, Front	39	EA					No Bid		
3.28	MKD679 Brake, Front Pads FIS0- 200-2005	50	EA					No Bid		
3.29	MKD702 Brakes, Rear Pads (RAM 2500)	10	EA					No Bid		
3.30	MKD777FM Brakes, F450/550 99- 07 WO/SENSOR	10	EA					No Bid		
3.31	MKD785 Brake, Pads, Front	15	EA					No Bid		
3.32	MKD824 Brakes, Pads F350 Front	35	EA					No Bid		
3.33	MKD833 Brake, Pads, Front, Ran	80	EA					No Bid		
3.34	M KD931FM Brake, Pads, Titanium Metallic C.V.	48	EA					No Bid		
3.35	MKD932FM Brakes, Pads, Titanium Metallic C.V.	36	EA					No Bid		
3.36	PRTS258 Rear Rotor F350 Super Duty	10	EA					No Bid		
3.37	PRT5519 Brake Front, Rotor	21	EA					No Bid		
3.38	PRTSS20 Ford FRT Rotor 7 Stud 2WD FISO	10	EA					No Bid		
3.39	PRT565 1 Brakes, Front Rotors H.D. Dodge Mag/Cha	12	EA					No Bid		

3.40	PRT5739 Brakes, Rea r Rotor Dodge Mag/Char Rd		12	EA							No Bid	
3.41	RS704 Brakes, Rear Shoes		4	EA							No Bid	
3.42	RS705 Brakes, Rear Shoes		4	EA							No Bid	
3.43	RS745 Brake, Emergency Brakes		4	EA							No Bid	
3.44	Section III: Percentage of stocked item on hand 10% Provide percentage of s		1	EA							0.01%	
4	Section IV: Brakes/Miscellaneous Brake Parts		1	PKG	No Bid		No Bid		No Bid		No Bid	
4.1	Percent of Discount Offered		1	EA							No Bid	
4.2	Section IV: Percentage of stocked item on hand 10% Provide percentage of s		1	EA							No Bid	
5	Section V: Automotive Parts - Chassis& Steering (Shocks & struts, suspensior		1	PKG	No Bid		No Bid		No Bid		No Bid	
5.1	Percent of Discount Offered		1	EA			Cost Plus 30%				No Bid	
5.2	Section V: Percentage of stocked item on hand 10% Provide percentage of st		1	EA							No Bid	
6	Section VI: Automotive Parts- Drive Train (Transmission filters & parts, U & C		1	PKG	No Bid		No Bid		No Bid		No Bid	
6.1	Percent of Discount Offered		1	EA			Cost Plus 30%				No Bid	
6.2	Section VI: Percentage of stocked item on hand 10% Provide percentage of s		1	EA							No Bid	
7	Section VII: Automotive Parts- Electrical (Alternators & generators, starter, s		1	PKG	No Bid		No Bid		No Bid		No Bid	
7.1	Percent of Discount Offered		1	EA							No Bid	
7.2	Section VII: Percentage of stocked item on hand 10% Provide percentage of		1	EA							No Bid	
8	Section VIII: Automotive Parts- Exhaust (Exhaust system, clutch & flywheel, a		1	PKG	No Bid		No Bid		No Bid		No Bid	
8.1	Percent of Discount Offered		1	EA							No Bid	
8.2	Section VIII: Percentage of stocked item on hand 10% Provide percentage of		1	EA							No Bid	
9	Section IX: Automotive Parts: Fuel & Emission-Cat Converter, NOX, DPF, etc.		1	PKG	No Bid		No Bid		No Bid		No Bid	
9.1	Percent of Discount Offered		1	EA							No Bid	
9.2	Section IX: Percentage of stocked item on hand 10% Provide percentage of s		1	EA							No Bid	
10	Section X: Automotive Parts: Heating & Air Condition (Heater valves, heater		1	PKG	$0.00	$0.00	No Bid		No Bid		No Bid	
10.1	Percent of Discount Offered		1	EA	20.0%						No Bid	
10.2	Section X: Percentage of stocked item on hand 10% Provide percentage of st		1	EA	75.0%						No Bid	
11	Section XI: Automotive Parts: Ignition (Engine filters, spark plugs, tune-up &		1	PKG	No Bid		No Bid		No Bid		No Bid	
11.1	Percent of Discount Offered		1	EA							No Bid	
11.2	Section XI: Percentage of stocked item on hand 10% Provide percentage of s		1	EA							No Bid	
12	Section XII: Automotive Parts: Lamps Bulbs, Flashers & Switches (Body switcl		1	PKG	No Bid		No Bid		No Bid		No Bid	
12.1	Percent of Discount Offered		1	EA							No Bid	
12.2	Section XII: Percentage of stocked item on hand 10% Provide percentage of		1	EA							No Bid	
13	Section XIII: Automotive Parts: Shocks & Struts (Front spring, rear springs, sh		1	PKG	No Bid		No Bid		No Bid		No Bid	
13.1	Percent of Discount Offered		1	EA							No Bid	
13.2	Section XIII: Percentage of stocked item on hand 10% Provide percentage of		1	EA							No Bid	
14	Section XIV: Automotive Parts: Wipers, Blades, Arms & Motors (Body switch		1	PKG	No Bid		No Bid		No Bid		$0.00	$0.00
14.1	Percent of Discount Offered		1	EA							73.0%	
14.2	Section XIV: Percentage of stocked item on hand 10% Provide percentage of		1	EA							73.0%	
15	Section XV: Automotive Parts: Service Lubricants (Grease tubes, B-12 WD40		1	PKG	No Bid		No Bid		No Bid		No Bid	
15.1	Percent of Discount Offered		1	EA							No Bid	
15.2	Section XV: Percentage of stocked item on hand 10% Provide percentage of		1	EA							No Bid	
16	Section XVI: Automotive Parts: Brake Disc Pads, Rotors, Caliper s for Emerge		1	PKG	No Bid		No Bid		No Bid		No Bid	
16.1	Front Disc Pads #ATD931P w / abutment kit		100	Sets							No Bid	
16.2	Rear Disc Pads #ATD1040AP w/ abutment kit		100	Sets							No Bid	
16.3	Rotors #RB680110		100	EA							No Bid	
16.4	Rotors #RB680129		100	EA							No Bid	
16.5	Front Calipers# RC11381P		10	EA							No Bid	
16.6	Front Calipers #RC11382P		10	EA								
16.7	Rear Calipers #RC11821P		10	EA								
16.8	Rear Calipers #RC11822P		10	EA								
16.9	Front Disc Pads #ATD1057P w/abutment kit		40	Sets								
16.10	Rear Disc Pads #ATD1058P w/abutment kit		40	Sets								
16.11	Rotors #780256P		60	EA								
16.12	Front Calipers #RC11701P		5	EA								
16.13	Front Calipers #RC11702P		5	EA								
16.14	Rear Calipers #RC11767P		20	EA								
16.15	Section XVI: Percentage of stocked item on hand 10% Provide percentage of		1	EA								
17	Section XVII: Automotive Parts: Package 2015 Ford Explorer SUV Police****		1	PKG	No Bid		No Bid		No Bid		No Bid	
17.1	Front Disc #ATD1508SV w/abutment kit		100	Sets								
17.2	Rear Disc Pads #ATD1377SV w/abutment kit		100	Sets								
17.3	Rot or s Frt. #680758R		100	EA								
17.4	Rotors RR #68686R		100	EA								
17.5	Front Calipers #RC12051		10	EA								
17.6	Front Calipers #RC12052		10	EA								
17.7	Rear Calipers RC12563P		10	EA								
17.8	Rear Calipers RC12564P		10	EA								
17.9	Section XVII: Percentage of stocked item on hand 10% Provide percentage o		1	EA								

					ELVALUATION SCORE 60		award $250,000 ELVALUATION SCORE 94		award $40,000 ELVALUATION SCORE 88		award $40,000.00 ELVALUATION SCORE 89	
					no inventory percentage pricing schdule set only to12/31/21		Primary section.2,3,4,5,6,7,8 9,10,11,12,13,14,15,16,17		secondary vendor2,3,4,5,6,7,8 9,10,11,12,13,14,15,16,17		secondary section .2,3,4,5,6,7,8 9,10,11,12,13,14,15,16,17	
					Advance Auto Parts		Gonzalez Auto Parts (Laredo Gonzalez Auto Parts Ltd)		Toro Auto Sales (Toro Motors LLC)		O'Reilly Auto Parts (O'Reilly Auto Enterprises LLC)	
					Total Price	$218,724.40	Total Price	$260,866.35	Total Price	$260,866.35	Total Price	$299,468.83
Line #	Description	Mfgr	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended

1	Section I: Fuel, Air Oil Filters (Wix) Stock Numbers Or Approved Equal (Pricing Percentage Discount) 50 Points		1	PKG	$140,368.44	$140,368.44	$162,451.10	$162,451.10	$162,451.10	$162,451.10	$154,767.65	$154,767.65
1 ALT1	bid for FRAM Jobber 7/5/2021. Price Sheet is attached.	Fram	1	PKG								
1.1	# 33011 fuel		52	EA	$2.20		$3.44		$3.44		$1.87	
1.2	#33032 Fuel		12	EA	$1.50		$2.95		$2.95		$2.34	
1.3	#33109 Fuel		55	EA	$4.34		$4.44		$4.44		$5.01	
1.4	#33166 Fuel		6	EA	$4.06		$4.33		$4.33		$4.19	
1.5	#33210 Fuel		36	EA	$9.10		$9.78		$9.78		$7.53	
1.6	#33296 Fuel		38	EA	$4.86		$4.95		$4.95		$5.32	
1.7	#33357 Fuel		10	EA	$6.44		$6.87		$6.87		$6.83	
1.8	#33358 Fuel		24	EA	$5.53		$8.70		$8.70		$5.90	
1.9	#33377 Fuel		178	EA	$7.98		$8.67		$8.67		$7.41	
1.10	#33392 Fuel		50	EA	$19.42		$26.22		$26.22		$20.89	
1.11	#33405 Fuel		13	EA	$6.09		$9.58		$9.58		$8.55	
1.12	#33406 Fuel		100	EA	$10.67		$11.27		$11.27		$11.47	
1.13	#33412 Fuel		48	EA	$21.87		$22.85		$22.85		$23.96	
1.14	#33442 Fuel		22	EA	$11.72		$14.05		$14.05		$16.61	
1.15	#33472 Fuel		22	EA	$6.83		$9.93		$9.93		$8.07	
1.16	#33481 Fuel		27	EA	$4.89		$6.63		$6.63		$7.29	
1.17	#33518 Fuel		43	EA	$19.60		$19.03		$19.03		$20.56	
1.18	#33546 Fuel		12	EA	$14.87		$13.25		$13.25		$12.79	
1.19	#33548 Fuel		51	EA	$13.65		$12.40		$12.40		$13.05	
1.20	#33595 Fuel		123	EA	$3.67		$5.46		$5.46		$5.77	
1.21	#33604 Fuel		158	EA	$17.63		$22.77		$22.77		$21.17	
1.22	#33638 Fuel		19	EA	$12.42		$15.73		$15.73		$12.78	
1.23	#33668 Fuel		13	EA	$14.87		$15.27		$15.27		$13.74	
1.24	#33791 Fuel		39	EA	$8.68		$9.53		$9.53		$8.75	
1.25	#33899 Fuel		47	EA	$38.85		$40.21		$40.21		$37.51	
1.26	#33936 Fuel		175	EA	$12.26		$12.79		$12.79		$13.05	
1.27	#33950 Fuel		200	EA	$31.85		$29.41		$29.41		$35.27	
1.28	#33674 Fuel		180	EA	$9.62		$9.93		$9.93		$10.01	
1.29	#33966 Fuel		116	EA	$12.42		$13.40		$13.40		$12.69	
1.30	#42124 Air		40	EA	$28.17		$32.70		$32.70		$28.31	
1.31	#42226 Air		177	EA	$22.40		$24.70		$24.70		$22.95	
1.32	#42321 Air		115	EA	$24.50		$33.60		$33.60		$24.17	
1.33	#42488 Air		123	EA	$8.04		$10.30		$10.30		$10.83	
1.34	#42610 Air		15	EA	$53.20		$56.29		$56.29		$52.95	
1.35	#42691 Air		200	EA	$72.10		$88.50		$88.50		$75.25	
1.36	#42731 Air		51	EA	$35.00		$35.61		$35.61		$38.14	
1.37	#42812 Air		148	EA	$64.89		$73.98		$73.98		$66.39	
1.38	#42679 Air		42	EA	$18.37		$19.57		$19.57		$18.36	
1.39	#42824 Air		22	EA	$28.52		$33.45		$33.45		$29.10	
1.40	#42843 Magnum AF		237	EA	$6.29		$11.61		$11.61		$8.21	
1.41	#42868 Air		62	EA	$24.15		$33.63		$33.63		$24.57	
1.42	#42985 Air		61	EA	$9.30		$13.08		$13.08		$11.28	
1.43	#46077 Air		15	EA	$4.89		$5.43		$5.43		$5.12	
1.44	#46134 Air		150	EA	$4.54		$4.99		$4.99		$4.90	
1.45	#46174 Air		25	EA	$4.19		$4.93		$4.93		$5.79	
1.46	#46213 Air		15	EA	$9.09		$10.30		$10.30		$11.78	
1.47	#46253 Ranger AF		168	EA	$6.64		$6.93		$6.93		$7.75	
1.48	#46360 Mower AF		11	EA	$14.87		$12.79		$12.79		$12.66	
1.49	#46418 Air		150	EA	$9.44		$10.26		$10.26		$10.33	
1.50	#46429 Air		75	EA	$16.10		$17.76		$17.76		$15.45	
1.51	#46433 Air		100	EA	$18.28		$22.26		$22.26		$21.88	
1.52	# 46438 mower AF (o)		145	EA	$11.20		$13.68		$13.68		$13.73	
1.53	# 46449 mower AF		145	EA	$9.55		$10.89		$10.89		$11.04	
1.54	# 46522 aux Eng AF		106	EA	$14.35		$17.21		$17.21		$14.59	
1.55	# 46562 air filter (o)		42	EA	$18.80		$24.61		$24.61		$23.04	
1.56	# 46569 air filter (o)		37	EA	$10.96		$14.58		$14.58		$13.43	
1.57	# 46671 air filter cs (o)		77	EA	$15.78		$19.47		$19.47		$21.25	
1.58	# 46672 air filter cs (i)		67	EA	$14.17		$15.56		$15.56		$13.82	
1.59	# 46728 Air		49	EA	**$6.99**		$16.31		$16.31		$17.44	
1.60	# 46744 sweeper Main		15	EA	$26.95		$29.70		$29.70		$26.97	
1.61	# 46804 Air		41	EA	$10.49		$10.00		$10.00		$13.29	
1.62	# 46917 Air		8	EA	$4.12		$5.22		$5.22		$6.02	
1.63	# 46919 Refuse truck rear		128	EA	$45.15		$51.42		$51.42		$46.40	
1.64	# 46935 Air		350	EA	$6.29		$6.45		$6.45		$6.82	
1.65	# 49082 Cab a/c		123	EA	$10.08		$11.57		$11.57		$11.03	
1.66	# 49883 F-250 AF		61	EA	$8.04		$9.19		$9.19		$10.11	
1.67	# 49886 Air		237	EA	$43.05		$41.52		$41.52		$41.98	
1.68	# 51040 Oil		19	EA	$3.14		$3.00		$3.00		$3.13	
1.69	# 51056 Oil		11	EA	$6.09		$6.11		$6.11		$6.61	
1.70	# 51061 Oil		20	EA	$3.14		$3.46		$3.46		$3.83	
1.71	# 51085 Mg oil filter		462	EA	$4.19		$3.59		$3.59		$3.40	
1.72	# 51334 mower OF		72	EA	$3.14		$3.21		$3.21		$3.86	
1.73	# 51348 Oil		700	EA	$3.14		$3.02		$3.02		$3.27	
1.74	# 51365 M.O.F.		32	EA	$3.14		$3.80		$3.80		$4.01	

1.75	# 51372 Oil	900	EA	$3.14		$3.42		$3.42		$3.58	
1.76	# 51356 M.O.F	22	EA	$3.14		$3.64		$3.64		$4.01	
1.77	# 51394 Oil	53	EA	$3.14		$3.20		$3.20		$3.52	
1.78	# 51459 CAT OF	12	EA	$6.09		$6.64		$6.64		$6.42	
1.79	# 51515 Oil	19	EA	$3.14		$3.43		$3.43		$3.37	
1.80	# 51522 Oil	100	EA	$3.14		$3.30		$3.30		$3.70	
1.81	# 51551 MFH	36	EA	$3.67		$4.94		$4.94		$4.89	
1.82	# 51602 Oil	18	EA	$4.34		$4.71		$4.71		$4.37	
1.83	# 51516 Oil	125	EA	$3.14		$3.10		$3.10		$3.23	
1.84	# 51721 Hyd Filter	47	EA	$49.35		$58.60		$58.60		$49.57	
1.85	# 51734 Oil	52	EA	$7.80		$9.97		$9.97		$10.20	
1.86	# 51748 Oil	120	EA	$19.79		$23.06		$23.06		$26.49	
1.87	# 51749 Oil	291	EA	$13.65		$14.42		$14.42		$14.16	
1.88	# 51750 Refuse Truck	167	EA	$9.45		$23.47		$23.47		$14.14	
1.89	# 51791 Oil	260	EA	$5.68		$6.94		$6.94		$7.57	
1.90	# 51792 Oil	200	EA	$11.02		$11.51		$11.51		$11.81	
1.91	# 51798 Oil	136	EA	$7.84		$13.00		$13.00		$8.22	
1.92	# 51801 Oil	72	EA	$14.52		$17.06		$17.06		$14.60	
1.93	# 57037 Oil	92	EA	$10.15		$10.93		$10.93		$10.79	
1.94	# 57182 Oil	192	EA	$5.81		$7.73		$7.73		$7.75	
1.95	# 57060 Oil	127	EA	$3.14		$3.06		$3.06		$3.39	
1.96	# 57243 Aux. sweepers oil filter	13	EA	$9.27		$10.33		$10.33		$9.61	
1.97	# 57314 Eng.oil filter	200	EA	$13.30		$13.27		$13.27		$23.99	
1.98	#57750 Deere OF	1000	EA	$8.27		$10.76		$10.76		$10.03	
1.99	Section I: Percentage of stocked item on hand 10% Provide percentage of st	1	EA	no percentage		75.0%		75.0%		68.0%	
2	Section II: Automotive Parts - Belts, Hoses, & Cooling (Belts, hoses, water pu	1	PKG			$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2.1	Percent of Discount Offered	1	EA			40.0%		40.0%		41.0%	
2.2	Section II: Percentage of stocked item on hand 10% Provide percentage of st	1	EA			75.0%		75.0%		97.0%	
3	Section III- Automotive Parts - Brakes, related items & wheel be a rings.	1	PKG	$32,715.96	$32,715.96	$31,294.95	$31,294.95	$31,294.95	$31,294.95	$37,104.28	$37,104.28
3.1	723 Brake, Shoe	20	EA	**$22.74**		$25.20		$25.20		$33.84	
3.2	3030 Brake, Booster	20	EA	**$42.71**		No Bid		No Bid		$58.48	
3.3	4148 Brake, Seal	200	EA	$6.39		**$5.36**		**$5.36**		$7.95	
3.4	4160 Brake, Seal, Front, F250-F350	77	EA	**$7.99**		$8.98		$8.98		$10.06	
3.5	7114 Brake, Pads Semi Metallic Rear F 150	22	EA	$33.79		$39.04		$39.04		**$29.99**	
3.6	145076 Front Rotor Ranger	60	EA	$48.09		**$36.95**		**$36.95**		$94.53	
3.7	3W1Z1225AA Ford, Brake, Bearing	20	EA	$16.11		**$13.49**		**$13.49**		$20.05	
3.8	86605 Ford, Brake, Seal	14	EA	$6.39		**$2.32**		**$2.32**		$40.63	
3.9	8C3Z1190A Ford, Brake, Seal	40	EA	**$6.39**		$7.16		$7.16		$7.95	
3.10	91505 Brake, Seal	100	EA	**$6.39**		$7.85		$7.85		$14.02	
3.11	9864S Oil Seal	4	EA	$11.19		**$6.72**		**$6.72**		$14.31	
3.12	12 Brakes, Bearing	48	EA	$11.46		**$6.15**		**$6.15**		$13.35	
3.13	13 Brakes, Bearing	5	EA	$10.49		**$6.50**		**$6.50**		$13.35	
3.14	AIB Brakes, Bearing	40	EA	$11.99		**$7.00**		**$7.00**		$10.50	
3.15	A2 Brakes, Bearing	20	EA	$10.71		**$5.25**		**$5.25**		$12.72	
3.16	AS Brakes, Bearing	75	EA	$10.71		**$7.09**		**$7.09**		$12.72	
3.17	A6 Brakes, Bearing	75	EA	$11.61		**$6.00**		**$6.00**		$14.67	
3.18	EOA Z21498B Ford, Brakes, Brake Washer	25	EA			No Bid		No Bid		**$5.36**	
3.19	F67Z1Sl l 77 ACA Ford, Axle, Seal	20	EA			No Bid		No Bid		**$7.95**	
3.20	MKD1012 Brake, Pads, Rear	30	EA	$38.99		$39.17		$39.17		**$21.99**	
3.21	MKD1057AFM Rear Brakes, Rear Charger Severe Duty	20	EA	$40.94		$32.32		$32.32		**$21.99**	
3.22	MKD1058FM Brakes, Pads Front Charger 05-07	20	EA	$44.19		$32.13		$32.13		**$21.99**	
3.23	MKD1066 Brakes, FSS0 w/ Sensor	13	EA	$45.49		$65.47		$65.47		**$21.99**	
3.24	MKD067 Brake Pads	13	EA	$43.54		$47.74		$47.74		**$29.99**	
3.25	MKD1068 Brakes, Rear Pads Ford 05-08	10	EA	$42.24		$45.86		$45.86		**$21.99**	
3.26	MKD1069 Brake, Pads, Front	10	EA	$45.49		$49.95		$49.95		**$29.99**	
3.27	MKD1083 Brake, Pads, Front	39	EA	$42.24		$47.01		$47.01		**$29.99**	
3.28	MKD679 Brake, Front Pads FIS0- 200-2005	50	EA	$37.04		$38.37		$38.37		**$21.99**	
3.29	MKD702 Brakes, Rear Pads (RAM 2500)	10	EA	$29.25		$38.02		$38.02		**$21.99**	
3.30	MKD777FM Brakes, F450/550 99- 07 WO/SENSOR	10	EA	$38.99		$59.94		$59.94		**$21.99**	
3.31	MKD785 Brake, Pads, Front	15	EA	$45.49		$48.54		$48.54		**$29.99**	
3.32	MKD824 Brakes, Pads F350 Front	35	EA	$42.24		$53.28		$53.28		**$21.99**	
3.33	MKD833 Brake, Pads, Front, Ran	80	EA	$38.99		$36.25		$36.25		**$29.99**	
3.34	M KD931FM Brake, Pads, Titanium Metallic C.V.	48	EA	$38.99		$47.71		$47.71		**$29.99**	
3.35	MKD932FM Brakes, Pads, Titanium Metallic C.V.	36	EA	**$29.25**		$35.00		$35.00		$29.99	
3.36	PRTS258 Rear Rotor F350 Super Duty	10	EA	$50.04		**$33.86**		**$33.86**		$80.21	
3.37	PRT5519 Brake Front, Rotor	21	EA	**$76.04**		$84.08		$84.08		$118.41	
3.38	PRTSS20 Ford FRT Rotor 7 Stud 2WD FISO	10	EA	$93.59		**$83.88**		**$83.88**		$134.65	
3.39	PRT565 1 Brakes, Front Rotors H.D. Dodge Mag/Cha	12	EA	$41.59		**$40.75**		**$40.75**		$143.50	
3.40	PRT5739 Brakes, Rea r Rotor Dodge Mag/Char Rd	12	EA	**$41.59**		$42.69		$42.69		$150.93	
3.41	RS704 Brakes, Rear Shoes	4	EA	$21.44		**$20.18**		**$20.18**		$27.79	
3.42	RS705 Brakes, Rear Shoes	4	EA	**$20.79**		$25.91		$25.91		$31.27	
3.43	RS745 Brake, Emergency Brakes	4	EA	$17.54		**$14.87**		**$14.87**		$24.80	
3.44	Section III: Percentage of stocked item on hand 10% Provide percentage of s	1	EA			75.0%		75.0%		88.0%	
4	Section IV: Brakes/Miscellaneous Brake Parts	1	PKG			$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4.1	Percent of Discount Offered	1	EA			40.0%		40.0%		41.0%	
4.2	Section IV: Percentage of stocked item on hand 10% Provide percentage of s	1	EA			75.0%		75.0%		97.0%	
5	Section V: Automotive Parts - Chassis& Steering (Shocks & struts, suspensior	1	PKG			$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

5.1	Percent of Discount Offered	1	EA			40.0%		40.0%		41.0%	
5.2	Section V: Percentage of stocked item on hand 10% Provide percentage of st	1	EA			75.0%		75.0%		97.0%	
6	Section VI: Automotive Parts- Drive Train (Transmission filters & parts, U & C	1	PKG			$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
6.1	Percent of Discount Offered	1	EA			40.0%		40.0%		41.0%	
6.2	Section VI: Percentage of stocked item on hand 10% Provide percentage of s	1	EA			75.0%		75.0%		97.0%	
7	Section VII: Automotive Parts- Electrical (Alternators & generators, starter, s	1	PKG			$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
7.1	Percent of Discount Offered	1	EA			45.0%		45.0%		41.0%	
7.2	Section VII: Percentage of stocked item on hand 10% Provide percentage of	1	EA			75.0%		75.0%		97.0%	
8	Section VIII: Automotive Parts- Exhaust (Exhaust system, clutch & flywheel, a	1	PKG			$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
8.1	Percent of Discount Offered	1	EA			40.0%		40.0%		41.0%	
8.2	Section VIII: Percentage of stocked item on hand 10% Provide percentage of	1	EA			75.0%		75.0%		97.0%	
9	Section IX: Automotive Parts: Fuel & Emission-Cat Converter, NOX, DPF, etc.	1	PKG			$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
9.1	Percent of Discount Offered	1	EA			40.0%		40.0%		41.0%	
9.2	Section IX: Percentage of stocked item on hand 10% Provide percentage of s	1	EA			75.0%		75.0%		97.0%	
10	Section X: Automotive Parts: Heating & Air Condition (Heater valves, heater	1	PKG			$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
10.1	Percent of Discount Offered	1	EA			40.0%		40.0%		41.0%	
10.2	Section X: Percentage of stocked item on hand 10% Provide percentage of st	1	EA			75.0%		75.0%		97.0%	
11	Section XI: Automotive Parts: Ignition (Engine filters, spark plugs, tune-up &	1	PKG			$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
11.1	Percent of Discount Offered	1	EA			40.0%		40.0%		41.0%	
11.2	Section XI: Percentage of stocked item on hand 10% Provide percentage of s	1	EA			75.0%		75.0%		97.0%	
12	Section XII: Automotive Parts: Lamps Bulbs, Flashers & Switches (Body switcl	1	PKG			$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
12.1	Percent of Discount Offered	1	EA			45.0%		45.0%		41.0%	
12.2	Section XII: Percentage of stocked item on hand 10% Provide percentage of	1	EA			75.0%		75.0%		97.0%	
13	Section XIII: Automotive Parts: Shocks & Struts (Front spring, rear springs, sh	1	PKG			$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
13.1	Percent of Discount Offered	1	EA			40.0%		40.0%		41.0%	
13.2	Section XIII: Percentage of stocked item on hand 10% Provide percentage of	1	EA			75.0%		75.0%		97.0%	
14	Section XIV: Automotive Parts: Wipers, Blades, Arms & Motors (Body switch	1	PKG			$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
14.1	Percent of Discount Offered	1	EA			45.0%		45.0%		41.0%	
14.2	Section XIV: Percentage of stocked item on hand 10% Provide percentage of	1	EA			75.0%		75.0%		97.0%	
15	Section XV: Automotive Parts: Service Lubricants (Grease tubes, B-12 WD40	1	PKG			$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
15.1	Percent of Discount Offered	1	EA			40.0%		40.0%		41.0%	
15.2	Section XV: Percentage of stocked item on hand 10% Provide percentage of	1	EA			75.0%		75.0%		97.0%	
16	Section XVI: Automotive Parts: Brake Disc Pads, Rotors, Caliper s for Emerge	1	PKG	**$25,520.40**	$25,520.40	$36,806.30	$36,806.30	$36,806.30	$36,806.30	$62,199.30	$62,199.30
16.1	Front Disc Pads #ATD931P w / abutment kit	100	Sets	**$38.99**		$45.95		$45.95		$69.69	
16.2	Rear Disc Pads #ATD1040AP w/ abutment kit	100	Sets	**$29.25**		$45.95		$45.95		$58.46	
16.3	Rotors #RB680110	100	EA	**$51.99**		$84.98		$84.98		$154.75	
16.4	Rotors #RB680129	100	EA	**$37.69**		$56.97		$56.97		$162.56	
16.5	Front Calipers# RC11381P	10	EA	**$51.34**		$84.95		$84.95		$73.53	
16.6	Front Calipers #RC11382P	10	EA	**$51.34**		$84.95		$84.95		$73.53	
16.7	Rear Calipers #RC11821P	10	EA	**$36.39**		$61.95		$61.95		$53.47	
16.8	Rear Calipers #RC11822P	10	EA	**$36.39**		$61.95		$61.95		$53.47	
16.9	Front Disc Pads #ATD1057P w/abutment kit	40	Sets	**$40.94**		$45.95		$45.95		$54.90	
16.10	Rear Disc Pads #ATD1058P w/abutment kit	40	Sets	**$44.19**		$46.95		$46.95		$48.06	
16.11	Rotors #780256P	60	EA	**$48.74**		$78.98		$78.98		$143.50	
16.12	Front Calipers #RC11701P	5	EA	**$56.54**		$70.95		$70.95		$80.21	
16.13	Front Calipers #RC11702P	5	EA	**$56.54**		$70.95		$70.95		$80.21	
16.14	Rear Calipers #RC11767P	20	EA	**$53.94**		$65.95		$65.95		$79.14	
16.15	Section XVI: Percentage of stocked item on hand 10% Provide percentage of	1	EA			75.0%		75.0%		71.0%	
17	Section XVII: Automotive Parts: Package 2015 Ford Explorer SUV Police****	1	PKG	**$20,119.60**	$20,119.60	$30,314.00	$30,314.00	$30,314.00	$30,314.00	$45,397.60	$45,397.60
17.1	Front Disc #ATD1508SV w/abutment kit	100	Sets	**$38.99**		$67.00		$67.00		$68.89	
17.2	Rear Disc Pads #ATD1377SV w/abutment kit	100	Sets	**$38.99**		$52.00		$52.00		$66.30	
17.3	Rot or s Frt. #680758R	100	EA	**$57.19**		$89.99		$89.99		$147.06	
17.4	Rotors RR #68686R	100	EA	**$45.49**		$64.75		$64.75		$134.65	
17.5	Front Calipers #RC12051	10	EA	**$47.44**		$59.00		$59.00		$92.39	
17.6	Front Calipers #RC12052	10	EA	**$47.44**		$59.00		$59.00		$92.39	
17.7	Rear Calipers RC12563P	10	EA	**$55.24**		$88.00		$88.00		$92.99	
17.8	Rear Calipers RC12564P	10	EA	**$55.24**		$88.00		$88.00		$92.99	
17.9	Section XVII: Percentage of stocked item on hand 10% Provide percentage of	1	EA			75.0%		75.0%		50.0%	

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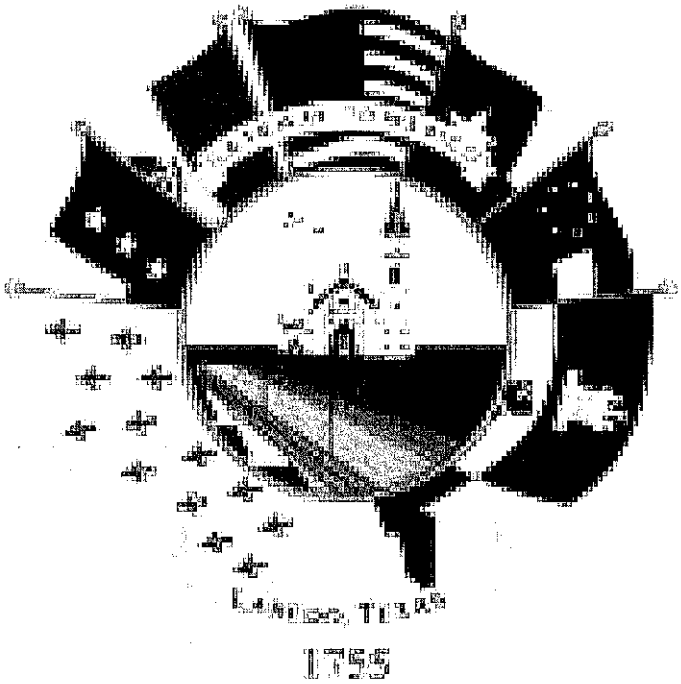


FY21-068 Automotive Parts
Gonzalez Auto Parts
Supplier Response

Event Information

Number: FY21-068 Automotive Parts
Title: Automotive Parts - Fleet Department
Type: Request For Proposal
Issue Date: 5/5/2021
Deadline: 5/27/2021 05:00 PM (CT)

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

Gonzalez Auto Parts Information

Contact: Joe Gage Jr.
Address: 4220 San Bernardo Ave.
Laredo, TX 78041
Phone: (956) 726-9766
Fax: (956) 726-9760
Email: bids@gapautoparts.com

By submitting your response, you certify that you are authorized to represent and bind your company.

JOE GAGE JR
Signature

bids@gapautoparts.com
Email

Submitted at 5/26/2021 6:34:36 PM

Response Attachments

CIQ GAP FORM.pdf

CIQ FORM - GAP

LINE #44 - GAP.pdf

LINE #44 RESPONSE INFORMATION.

LINE #45 - GAP.pdf

LINE #45 RESPONSE INFORMATION

LINE #46 - GAP.pdf

LINE #46 RESPONSE INFORMATION.

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)** GONZALEZ AUTO PARTS
3	**Print Name of person authorized to sign bid** JOE GAGE JR
4	**Title** CEO
5	**Business Address** 4220 SAN BERNARDO AVE

6	**City, State, Zip Code** LAREDO, TX 78041
7	**Telephone Number** (956) 726-9766
8	**Federal Tax ID Number** 20-2071342
9	**Bidders Principal/Corporate Place of Business Address** 4220 SAN BERNARDO AVE., LAREDO, TX 78041
10	**Indicated Status of Business** Partnership
11	**If other state business status** N/A
12	**State how long under its present bsuiness name** 87 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?** 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. n/a

19 **Question #5**

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award?

No

20 **Question #6**

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting?

No

21 **Question #7**

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract?

No

22 **Question #8**

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default?

No

23 **Question #9**

Is the Business in arrears in any contract or debt?

No

24 **Question #10**

Has the Business been a defaulter, as a principal, surety, or otherwise?

No

25 **Question #11**

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason?

No

26 **State if the Company is a certified minority business enterprise**

The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

27 **Historically Underutilized Business (HUB)**

No

28 **Small Disadvantaged Business Enterprise (SDBC)**

No

29 **Disadvantaged Business Enterprise (DBE)**

No

30 **Other: Please specify**

N/A

31	**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 ".
32	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** GONZALEZ AUTO PARTS, JOE GAGE JR., (956)726-9766
33	**State how long under has the business been in its present business name** 87 YEARS
34	**If applicable, list all other names under which the Business identified above operated in the last five years** N/A
35	**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.
36	**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
37	**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
38	**State if the Company is a certified minority business enterprise** This company is not a certified minority business

39 **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.

40 **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.

41 **Conflict of Interest Questionnaire**

Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?

Yes

42 **Terms and Conditions Request for Proposals**

TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail.
A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

GENERAL CONDITIONS Vendors are required to submit Proposals upon the following expressed conditions: (a) Vendors shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation. (b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor. (c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter

and/or applicable City Ordinances, State and Federal Statutes.

1. 0 PREPARATION OF PROPOSALS Proposals will be prepared in accordance with the following: (a) All information required by the proposal form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern. (c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum. (d) Proposed delivery time must be shown and shall include business days. (e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

3.0 SUBMISSION OF HAND DELIVERED PROPOSALS (a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to the City of Laredo, City Secretary's Office, City Hall Third Floor, 1110 Houston Street. (b) Proposals forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.** (c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense. (d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity bids may be requested by the City. (e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.

4.0 REJECTION OF PROPOSALS The City may reject a proposal if: (a) Vendor misstates or conceals any material fact in the proposal. (b) Proposal does not strictly conform to the law or the requirements of the proposal. (c) Vendor is in arrears on existing contracts or taxes with the City of Laredo. (d) If proposals are conditional. Vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications. (e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes. (f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices. (g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary. (h) The City may waive any minor informalities or irregularities in any proposal.

5.0 WITHDRAWAL OF PROPOSALS Proposals may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE PROPOSALS OR MODIFICATIONS Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

7.0 CLARIFICATION AND PROTEST PROCEDURE (a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo If the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041 mpescador@ci.laredo.tx.us Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Reponses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved. (b) For solicitations for goods and non-professional services valued at more than $50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to

alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award. All protests regarding the bid solicitation process must be submitted in writing by certified mail to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041 mpescador@ci.laredo.tx.us Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

8.0 VENDOR DISCOUNTS (a) Percentage discounts within a certain period of time will be accepted but cannot be used in RFP evaluations. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo. (b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT (a) ANNUAL SERVICE CONTRACT: The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT The contract will be awarded by sections and based on (best value criteria) as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code. There will be one primary vendor and three secondary vendors for this contract. 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

43 **Ordinace 2018-O-175**

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

No response

44 **Past Performance (10 Points)**

Indicate the number of automotive service contracts that your company has performed during the past five years with governmental agencies. Provide the owner's name and telephone number, a brief description of the awarded contract and the contract value for each contract award.
Explain your return merchandise procedures and policy.
Has your company been disqualified or debarred from participating in any RFP's/Bids in the last 5 years? If yes, please provide details.
Documentation shall be uploaded onto Cit-E-Bid

Yes

45 **Percentage of stock items on hand (20 Points)**

Provide percentage of stocked items for each section of this proposal.

Section	Percentage	Section	Percentage
I	%	IX	%
II	%	X	%
III	%	XI	%
IV	%	XII	%
V	%	XIII	%
VI	%	XIV	%
VII	%	XV	%
VIII	%	XVI	%

Documentation shall be uploaded onto Cit-E-Bid

Yes

46 **Local Service & Delivery Time (20 Points)**

Does your company have a local operation where parts are stocked? If so, provide the address of all Laredo area locations.
Delivery time for all items ordered under the terms and conditions of this contract are _____working days from date of order.
Documentation shall be uploaded onto Cit-E-Bid

Yes

Bid Lines

1 **Package Header**

Section I: Fuel, Air & Oil Filters (Wix) Stock Numbers Or Approved Equal

(Pricing & Percentage Discount) 50 Points

Quantity: 1 UOM: PKG Total: $162,451.10

Supplier Notes: LUBERFINER and PREMIUM GUARD

Package Items

1.1 # 33011 fuel

Quantity: 52 UOM: EA Price: $3.44 Total: $178.88

1.2 #33032 Fuel

Quantity: 12 UOM: EA Price: $2.95 Total: $35.40

1.3 #33109 Fuel

Quantity: 55 UOM: EA Price: $4.44 Total: $244.20

1.4 #33166 Fuel

Quantity: 6 UOM: EA Price: $4.33 Total: $25.98

1.5 #33210 Fuel

Quantity: 36 UOM: EA Price: $9.78 Total: $352.08

1.6 #33296 Fuel

Quantity: 38 UOM: EA Price: $4.95 Total: $188.10

1.7 #33357 Fuel

Quantity: 10 UOM: EA Price: $6.87 Total: $68.70

1.8 #33358 Fuel

Quantity: 24 UOM: EA Price: $8.70 Total: $208.80

1.9 #33377 Fuel

Quantity: 178 UOM: EA Price: $8.67 Total: $1,543.26

1.10 #33392 Fuel

Quantity: 50 UOM: EA Price: $26.22 Total: $1,311.00

1.11 #33405 Fuel

Quantity: 13 UOM: EA Price: $9.58 Total: $124.54

1.12 #33406 Fuel

Quantity: 100 UOM: EA Price: $11.27 Total: $1,127.00

1.13 #33412 Fuel

Quantity: 48 UOM: EA Price: $22.85 Total: $1,096.80

1.14 #33442 Fuel

Quantity: 22 UOM: EA Price: $14.05 Total: $309.10

1.15 #33472 Fuel

Quantity: 22 UOM: EA Price: $9.93 Total: $218.46

1.16 #33481 Fuel

Quantity: 27 UOM: EA Price: $6.63 Total: $179.01

1.17 #33518 Fuel

Quantity: 43 UOM: EA Price: $19.03 Total: $818.29

1.18 #33546 Fuel

Quantity: 12 UOM: EA Price: $13.25 Total: $159.00

1.19 #33548 Fuel

Quantity: 51 UOM: EA Price: $12.40 Total: $632.40

1.20 #33595 Fuel

Quantity: 123 UOM: EA Price: $5.46 Total: $671.58

1.21 #33604 Fuel

Quantity: 158 UOM: EA Price: $22.77 Total: $3,597.66

1.22 #33638 Fuel

Quantity: 19 UOM: EA Price: $15.73 Total: $298.87

1.23 #33668 Fuel

Quantity: 13 UOM: EA Price: $15.27 Total: $198.51

1.24 #33791 Fuel

Quantity: 39 UOM: EA Price: $9.53 Total: $371.67

1.25 #33899 Fuel

Quantity: 47 UOM: EA Price: $40.21 Total: $1,889.87

1.26 #33936 Fuel

Quantity: 175 UOM: EA Price: $12.79 Total: $2,238.25

1.27 #33950 Fuel

Quantity: 200 UOM: EA Price: $29.41 Total: $5,882.00

1.28 #33674 Fuel

Quantity: 180 UOM: EA Price: $9.93 Total: $1,787.40

1.29 #33966 Fuel

Quantity: 116 UOM: EA Price: $13.40 Total: $1,554.40

1.30 #42124 Air

Quantity: 40 UOM: EA Price: $32.70 Total: $1,308.00

1.31 #42226 Air

Quantity: 177 UOM: EA Price: $24.70 Total: $4,371.90

1.32 #42321 Air

Quantity: 115 UOM: EA Price: $33.60 Total: $3,864.00

1.33 #42488 Air

Quantity: 123 UOM: EA Price: $10.30 Total: $1,266.90

1.34 #42610 Air

Quantity: 15 UOM: EA Price: $56.29 Total: $844.35

1.35 #42691 Air

Quantity: 200 UOM: EA Price: $88.50 Total: $17,700.00

1.36 #42731 Air

Quantity: 51 UOM: EA Price: $35.61 Total: $1,816.11

1.37 #42812 Air

Quantity: 148 UOM: EA Price: $73.98 Total: $10,949.04

1.38 #42679 Air

Quantity: 42 UOM: EA Price: $19.57 Total: $821.94

1.39 #42824 Air

Quantity: 22 UOM: EA Price: $33.45 Total: $735.90

1.40 #42843 Magnum AF

Quantity: 237 UOM: EA Price: $11.61 Total: $2,751.57

1.41 #42868 Air

Quantity: 62 UOM: EA Price: $33.63 Total: $2,085.06

1.42 #42985 Air

Quantity: 61 UOM: EA Price: $13.08 Total: $797.88

1.43 #46077 Air

Quantity: 15 UOM: EA Price: $5.43 Total: $81.45

1.44 #46134 Air

Quantity: 150 UOM: EA Price: $4.99 Total: $748.50

1.45 #46174 Air

Quantity: 25 UOM: EA Price: $4.93 Total: $123.25

1.46 #46213 Air

Quantity: 15 UOM: EA Price: $10.30 Total: $154.50

1.47 #46253 Ranger AF

Quantity: 168 UOM: EA Price: $6.93 Total: $1,164.24

1.48 #46360 Mower AF

Quantity: 11 UOM: EA Price: $12.79 Total: $140.69

1.49 #46418 Air

Quantity: 150 UOM: EA Price: $10.26 Total: $1,539.00

1.50 #46429 Air

Quantity: 75 UOM: EA Price: $17.76 Total: $1,332.00

1.51 #46433 Air

Quantity: 100 UOM: EA Price: $22.26 Total: $2,226.00

1.52 # 46438 mower AF (o)

Quantity: 145 UOM: EA Price: $13.68 Total: $1,983.60

1.53 # 46449 mower AF

Quantity: 145 UOM: EA Price: $10.89 Total: $1,579.05

1.54 # 46522 aux Eng AF

Quantity: 106 UOM: EA Price: $17.21 Total: $1,824.26

1.55 # 46562 air filter (o)

Quantity: 42 UOM: EA Price: $24.61 Total: $1,033.62

1.56 # 46569 air filter (o)

Quantity: 37 UOM: EA Price: $14.58 Total: $539.46

1.57 # 46671 air filter cs (o)

Quantity: 77 UOM: EA Price: $19.47 Total: $1,499.19

1.58 # 46672 air filter cs (i)

Quantity: 67 UOM: EA Price: $15.56 Total: $1,042.52

1.59 # 46728 Air

Quantity: 49 UOM: EA Price: $16.31 Total: $799.19

1.60 # 46744 sweeper Main

Quantity: 15 UOM: EA Price: $29.70 Total: $445.50

1.61 # 46804 Air

Quantity: 41 UOM: EA Price: $10.00 Total: $410.00

1.62 # 46917 Air

Quantity: 8 UOM: EA Price: $5.22 Total: $41.76

1.63 # 46919 Refuse truck rear

Quantity: 128 UOM: EA Price: $51.42 Total: $6,581.76

1.64 # 46935 Air

Quantity: 350 UOM: EA Price: $6.45 Total: $2,257.50

1.65 # 49082 Cab a/c

Quantity: 123 UOM: EA Price: $11.57 Total: $1,423.11

1.66 # 49883 F-250 AF

Quantity: 61 UOM: EA Price: $9.19 Total: $560.59

1.67 # 49886 Air

Quantity: 237 UOM: EA Price: $41.52 Total: $9,840.24

1.68 # 51040 Oil

Quantity: 19 UOM: EA Price: $3.00 Total: $57.00

1.69 # 51056 Oil

Quantity: 11 UOM: EA Price: $6.11 Total: $67.21

1.70 # 51061 Oil

Quantity: 20 UOM: EA Price: $3.46 Total: $69.20

1.71 # 51085 Mg oil filter

Quantity: 462 UOM: EA Price: $3.59 Total: $1,658.58

1.72 # 51334 mower OF

Quantity: 72 UOM: EA Price: $3.21 Total: $231.12

1.73 # 51348 Oil

Quantity: 700 UOM: EA Price: $3.02 Total: $2,114.00

1.74 # 51365 M.O.F.

Quantity: 32 UOM: EA Price: $3.80 Total: $121.60

1.75 # 51372 Oil

Quantity: 900 UOM: EA Price: $3.42 Total: $3,078.00

1.76 # 51356 M.O.F

Quantity: 22 UOM: EA Price: $3.64 Total: $80.08

1.77 # 51394 Oil

Quantity: 53 UOM: EA Price: $3.20 Total: $169.60

1.78 # 51459 CAT OF

Quantity: 12 UOM: EA Price: $6.64 Total: $79.68

1.79 # 51515 Oil

Quantity: 19 UOM: EA Price: $3.43 Total: $65.17

1.80 # 51522 Oil

Quantity: 100 UOM: EA Price: $3.30 Total: $330.00

1.81 # 51551 MFH

Quantity: 36 UOM: EA Price: $4.94 Total: $177.84

1.82 # 51602 Oil

Quantity: 18 UOM: EA Price: $4.71 Total: $84.78

1.83 # 51516 Oil

Quantity: 125 UOM: EA Price: $3.10 Total: $387.50

1.84 # 51721 Hyd Filter

Quantity: 47 UOM: EA Price: $58.60 Total: $2,754.20

1.85 # 51734 Oil

Quantity: 52 UOM: EA Price: $9.97 Total: $518.44

1.86 # 51748 Oil

Quantity: 120 UOM: EA Price: $23.06 Total: $2,767.20

1.87 # 51749 Oil

Quantity: 291 UOM: EA Price: $14.42 Total: $4,196.22

1.88 # 51750 Refuse Truck

Quantity: 167 UOM: EA Price: $23.47 Total: $3,919.49

1.89 # 51791 Oil

Quantity: 260 UOM: EA Price: $6.94 Total: $1,804.40

1.90 # 51792 Oil

Quantity: 200 UOM: EA Price: $11.51 Total: $2,302.00

1.91 # 51798 Oil

Quantity: 136 UOM: EA Price: $13.00 Total: $1,768.00

1.92 # 51801 Oil

Quantity: 72 UOM: EA Price: $17.06 Total: $1,228.32

1.93 # 57037 Oil

Quantity: 92 UOM: EA Price: $10.93 Total: $1,005.56

1.94 # 57182 Oil

Quantity: 192 UOM: EA Price: $7.73 Total: $1,484.16

1.95 # 57060 Oil

Quantity: 127 UOM: EA Price: $3.06 Total: $388.62

1.96 # 57243 Aux. sweepers oil filter

Quantity: 13 UOM: EA Price: $10.33 Total: $134.29

1.97 # 57314 Eng.oil filter

Quantity: 200 UOM: EA Price: $13.27 Total: $2,654.00

1.98 #57750 Deere OF

Quantity: 1000 UOM: EA Price: $10.76 Total: $10,760.00

1.99 Section I: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA Total: 75%

2 Package Header

Section II: Automotive Parts - Belts, Hoses, & Cooling
(Belts, hoses, water pump, gasket, fan & clutch, thermostat, fan motors, switches, & related items)

Quantity: 1 UOM: PKG Total: *No response*

Supplier Notes: Dayco

Package Items

2.1 Percent of Discount Offered

Quantity: 1 UOM: EA Total: 40%

2.2 Section II: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA Total: 75%

3 Package Header

Section III- Automotive Parts - Brakes, related items & wheel be a rings.

Quantity: 1 UOM: PKG Total: $31,294.95

Supplier Notes: CENTRIC

Package Items

3.1 723 Brake, Shoe

Quantity: 20 UOM: EA Price: $25.20 Total: $504.00

Supplier Notes: Centric

3.2 3030 Brake, Booster

Quantity: 20 UOM: EA ***No Bid***

3.3 4148 Brake, Seal

Quantity: 200 UOM: EA Price: $5.36 Total: $1,072.00

3.4 4160 Brake, Seal, Front, F250-F350

Quantity: 77 UOM: EA Price: $8.98 Total: $691.46

3.5 7114 Brake, Pads Semi Metallic Rear F 150

Quantity: 22 UOM: EA Price: $39.04 Total: $858.88

3.6 145076 Front Rotor Ranger

Quantity: 60 UOM: EA Price: $36.95 Total: $2,217.00

3.7 3W1Z1225AA Ford, Brake, Bearing

Quantity: 20 UOM: EA Price: $13.49 Total: $269.80

3.8 86605 Ford, Brake, Seal

Quantity: 14 UOM: EA Price: $2.32 Total: $32.48

3.9 8C3Z1190A Ford, Brake, Seal

Quantity: 40 UOM: EA Price: $7.16 Total: $286.40

3.10 91505 Brake, Seal

Quantity: 100 UOM: EA Price: $7.85 Total: $785.00

3.11 9864S Oil Seal

Quantity: 4 UOM: EA Price: $6.72 Total: $26.88

3.12 12 Brakes, Bearing

Quantity: 48 UOM: EA Price: $6.15 Total: $295.20

3.13 13 Brakes, Bearing

Quantity: 5 UOM: EA Price: $6.50 Total: $32.50

3.14 AIB Brakes, Bearing

Quantity: 40 UOM: EA Price: $7.00 Total: $280.00

3.15 A2 Brakes, Bearing

Quantity: 20 UOM: EA Price: $5.25 Total: $105.00

3.16 AS Brakes, Bearing

Quantity: 75 UOM: EA Price: $7.09 Total: $531.75

3.17 A6 Brakes, Bearing

Quantity: 75 UOM: EA Price: $6.00 Total: $450.00

3.18 EOA Z21498B Ford, Brakes, Brake Washer

Quantity: 25 UOM: EA ***No Bid***

3.19 F67Z1SI I 77 ACA Ford, Axle, Seal

Quantity: 20 UOM: EA ***No Bid***

3.20 MKD1012 Brake, Pads, Rear

Quantity: 30 UOM: EA Price: $39.17 Total: $1,175.10

3.21 MKD1057AFM Rear Brakes, Rear Charger Severe Duty

Quantity: 20 UOM: EA Price: $32.32 Total: $646.40

3.22 MKD1058FM Brakes, Pads Front Charger 05-07

Quantity: 20 UOM: EA Price: $32.13 Total: $642.60

3.23 MKD1066 Brakes, FSS0 w/ Sensor

Quantity: 13 UOM: EA Price: $65.47 Total: $851.11

3.24 MKD067 Brake Pads

Quantity: 13 UOM: EA Price: $47.74 Total: $620.62

3.25 MKD1068 Brakes, Rear Pads Ford 05-08

Quantity: 10 UOM: EA Price: $45.86 Total: $458.60

3.26 MKD1069 Brake, Pads, Front

Quantity: 10 UOM: EA Price: $49.95 Total: $499.50

3.27 MKD1083 Brake, Pads, Front

Quantity: 39 UOM: EA Price: $47.01 Total: $1,833.39

3.28 MKD679 Brake, Front Pads FIS0-200-2005

Quantity: 50 UOM: EA Price: $38.37 Total: $1,918.50

3.29 MKD702 Brakes, Rear Pads (RAM 2500)

Quantity: 10 UOM: EA Price: $38.02 Total: $380.20

3.30 MKD777FM Brakes, F450/550 99-07 WO/SENSOR

Quantity: 10 UOM: EA Price: $59.94 Total: $599.40

3.31 MKD785 Brake, Pads, Front

Quantity: 15 UOM: EA Price: $48.54 Total: $728.10

3.32 MKD824 Brakes, Pads F350 Front

Quantity: 35 UOM: EA Price: $53.28 Total: $1,864.80

3.33 MKD833 Brake, Pads, Front, Ran

Quantity: 80 UOM: EA Price: $36.25 Total: $2,900.00

3.34 M KD931FM Brake, Pads, Titanium Metallic C.V.

Quantity: 48 UOM: EA Price: $47.71 Total: $2,290.08

3.35 MKD932FM Brakes, Pads, Titanium Metallic C.V.

Quantity: 36 UOM: EA Price: $35.00 Total: $1,260.00

3.36 PRTS258 Rear Rotor F350 Super Duty

Quantity: 10 UOM: EA Price: $33.86 Total: $338.60

3.37 PRT5519 Brake Front, Rotor

Quantity: 21 UOM: EA Price: $84.08 Total: $1,765.68

3.38 PRTSS20 Ford FRT Rotor 7 Stud 2WD FISO

Quantity: 10 UOM: EA Price: $83.88 Total: $838.80

3.39 PRT565 1 Brakes, Front Rotors H.D. Dodge Mag/Cha

Quantity: 12 UOM: EA Price: $40.75 Total: $489.00

3.40 PRT5739 Brakes, Rea r Rotor Dodge Mag/Char Rd

Quantity: 12 UOM: EA Price: $42.69 Total: $512.28

3.41 RS704 Brakes, Rear Shoes

Quantity: 4 UOM: EA Price: $20.18 Total: $80.72

3.42 RS705 Brakes, Rear Shoes

Quantity: 4 UOM: EA Price: $25.91 Total: $103.64

3.43 RS745 Brake, Emergency Brakes

Quantity: 4 UOM: EA Price: $14.87 Total: $59.48

3.44 Section III: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA Total: 75%

4 Package Header

Section IV: Brakes/Miscellaneous Brake Parts

Quantity: 1 UOM: PKG Total: *No response*

Supplier Notes: CENTRIC

Package Items

4.1 Percent of Discount Offered

Quantity: 1 UOM: EA Total: 40%

Supplier Notes: Centric

4.2 Section IV: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA Total: 75%

5 Package Header

Section V: Automotive Parts - Chassis& Steering
(Shocks & struts, suspension parts, steering parts, power steering hose & pump s, power steering kits & seals, front springs, rear springs, & related• items)

Quantity: 1 UOM: PKG Total: *No response*

Supplier Notes: Moog

Package Items

5.1 Percent of Discount Offered

Quantity: 1 UOM: EA Total: 40%

5.2 Section V: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA Total: 75%

6 Package Header

Section VI: Automotive Parts- Drive Train
(Transmission filters & parts, U & CV joints, drive axle parts, wheel bearings & seals, clutch & flywheel, & related items)

Quantity: 1 UOM: PKG Total: *No response*

Supplier Notes: GSP

Package Items

6.1 Percent of Discount Offered

Quantity: 1 UOM: EA Total: 40%

6.2 Section VI: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA Total: 75%

7 Package Header

Section VII: Automotive Parts- Electrical
(Alternators & generators, starter, solenoid, relay & switches, battery cables, charging system parts, starting system parts, lamps, flashers, coils, modules, & other ignition parts and related items)

Quantity: 1 UOM: PKG Total: *No response*

Supplier Notes: REMY

Package Items

7.1 Percent of Discount Offered

Quantity: 1 UOM: EA Total: 45%

7.2 Section VII: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA Total: 75%

8 Package Header

Section VIII: Automotive Parts- Exhaust
(Exhaust system, clutch & flywheel, and related items)

Quantity: 1 UOM: PKG Total: *No response*

Supplier Notes: PERFECTION CLUTCH

Package Items

8.1 Percent of Discount Offered

Quantity: 1 UOM: EA Total: 40%

8.2 Section VIII: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA Total: 75%

9 Package Header

Section IX: Automotive Parts: Fuel & Emission-Cat Converter, NOX, DPF, etc.

Quantity: 1 UOM: PKG Total: *No response*

Supplier Notes: CARTER

Package Items

9.1 Percent of Discount Offered

Quantity: 1 UOM: EA Total: 40%

9.2 Section IX: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA Total: 75%

10 Package Header

Section X: Automotive Parts: Heating & Air Condition
(Heater valves, heater cores, blower motors, AC heater switch & relay, AC Compressor, clutch, Idler assembly, AC compressor parts, AC filter, valve condenser, evaporator, AC hose/bet, and related items)

Quantity: 1 UOM: PKG Total: *No response*

Supplier Notes: FOUR SEASONS

Package Items

10.1 Percent of Discount Offered

Quantity: 1 UOM: EA Total: 40%

10.2 Section X: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA Total: 75%

11 Package Header

Section XI: Automotive Parts: Ignition
(Engine filters, spark plugs, tune-up & ignition, coils, modules, ignition wires, and related items)

Quantity: 1 UOM: PKG Total: *No response*

Supplier Notes: STANDARD

Package Items

11.1 Percent of Discount Offered

Quantity: 1 UOM: EA Total: 40%

11.2 Section XI: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA Total: 75%

12 Package Header

Section XII: Automotive Parts: Lamps Bulbs, Flashers & Switches (Body switches & relay, sealed beams, lamps & flashers, and related items)

Quantity: 1 UOM: PKG Total: *No response*

Supplier Notes: EIKO OR PEAK

Package Items

12.1 Percent of Discount Offered

Quantity: 1 UOM: EA Total: 45%

12.2 Section XII: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA Total: 75%

13 Package Header

Section XIII: Automotive Parts: Shocks & Struts
(Front spring, rear springs, shocks & struts, steering parts, suspension parts, and related items)

Quantity: 1 UOM: PKG Total: *No response*

Supplier Notes: GSP

Package Items

13.1 Percent of Discount Offered

Quantity: 1 UOM: EA Total: 40%

13.2 Section XIII: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA Total: 75%

14 Package Header

Section XIV: Automotive Parts: Wipers, Blades, Arms & Motors
(Body switch & relays, wipers, arms & related items)

Quantity: 1 UOM: PKG Total: *No response*

Supplier Notes: ANCO

Package Items

14.1 Percent of Discount Offered

Quantity: 1 UOM: EA Total: 45%

14.2 Section XIV: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA Total: 75%

15 Package Header

Section XV: Automotive Parts: Service Lubricants
(Grease tubes, B-12 WD40 adhesive, black silicone starting fluid related items)

Quantity: 1 UOM: PKG Total: *No response*

Supplier Notes: PRIME / HIGHLINE WARREN

Package Items

15.1 Percent of Discount Offered

Quantity: 1 UOM: EA Total: 40%

15.2 Section XV: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA Total: 75%

16 Package Header

Section XVI: Automotive Parts: Brake Disc Pads, Rotors, Caliper s for Emergency Vehicles Only - Police Package. *****Only acceptable brands for this section: Raybestos, Bendix or approved equal****.

Quantity: 1 UOM: PKG Total: $36,806.30

Supplier Notes: RAYBESTOS

Package Items

16.1 Front Disc Pads #ATD931P w / abutment kit

Quantity: 100 UOM: Sets Price: $45.95 Total: $4,595.00

16.2 Rear Disc Pads #ATD1040AP w/ abutment kit

Quantity: 100 UOM: Sets Price: $45.95 Total: $4,595.00

16.3 Rotors #RB680110

Quantity: 100 UOM: EA Price: $84.98 Total: $8,498.00

16.4 Rotors #RB680129

Quantity: 100 UOM: EA Price: $56.97 Total: $5,697.00

16.5 Front Calipers# RC11381P

Quantity: 10 UOM: EA Price: $84.95 Total: $849.50

16.6 Front Calipers #RC11382P

Quantity: 10 UOM: EA Price: $84.95 Total: $849.50

16.7 Rear Calipers #RC11821P

Quantity: 10 UOM: EA Price: $61.95 Total: $619.50

16.8 Rear Calipers #RC11822P

Quantity: 10 UOM: EA Price: $61.95 Total: $619.50

16.9 Front Disc Pads #ATD1057P w/abutment kit

Quantity: 40 UOM: Sets Price: $45.95 Total: $1,838.00

16.10 Rear Disc Pads #ATD1058P w/abutment kit

Quantity: 40 UOM: Sets Price: $46.95 Total: $1,878.00

16.11 Rotors #780256P

Quantity: 60 UOM: EA Price: $78.98 Total: $4,738.80

16.12 Front Calipers #RC11701P

Quantity: 5 UOM: EA Price: $70.95 Total: $354.75

16.13 Front Calipers #RC11702P

Quantity: 5 UOM: EA Price: $70.95 Total: $354.75

16.14 Rear Calipers #RC11767P

Quantity: 20 UOM: EA Price: $65.95 Total: $1,319.00

16.15 Section XVI: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA Total: 75%

17 **Package Header**

Section XVII: Automotive Parts: Package 2015 Ford Explorer SUV Police*****

Quantity: 1 UOM: PKG Total: $30,314.00

Supplier Notes: RAYBESTOS

Package Items

17.1 Front Disc #ATD1508SV w/abutment kit

Quantity: 100 UOM: Sets Price: $67.00 Total: $6,700.00

17.2 Rear Disc Pads #ATD1377SV w/abutment kit

Quantity: 100 UOM: Sets Price: $52.00 Total: $5,200.00

17.3 Rot or s Frt. #680758R

Quantity: 100 UOM: EA Price: $89.99 Total: $8,999.00

17.4 Rotors RR #68686R

Quantity: 100 UOM: EA Price: $64.75 Total: $6,475.00

17.5 Front Calipers #RC12051

Quantity: 10 UOM: EA Price: $59.00 Total: $590.00

17.6 Front Calipers #RC12052

Quantity: 10 UOM: EA Price: $59.00 Total: $590.00

17.7 Rear Calipers RC12563P

Quantity: 10 UOM: EA Price: $88.00 Total: $880.00

17.8 Rear Calipers RC12564P

Quantity: 10 UOM: EA Price: $88.00 Total: $880.00

17.9 Section XVII: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA Total: 75%

Response Total: $260,866.35

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Gonzalez Auto Parts

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an appropriately completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No N/A

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No N/A

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1). N/A

7 Signature of vendor doing business with the governmental entity

5/24/21

Date

#44

GONZALEZ AUTO PARTS

Past Performance (10 Points)

Indicate the number of automotive service contracts that your company has performed during the past five years with governmental agencies. Provide the owner's name and telephone number, a brief description of the awarded contract and the contract value for each contract award.

WEBB COUNTY - JUAN GUERRERO- (956)523-4149	**FUEL & LUBRICANTS CONTRACT**
	ANNUAL CONTRACT FOR AUTO PARTS
UNITED ISD - MICHELLE PIZANA BARRERA -(956)473-7933	**CAR WASH BAY REPAIRS, EQUIPMENT & SUPPLIES**
- JOSE NARVAEZ - (956)473-7916	**AUTO PARTS AND SUPPLIES**
- JOSE NARVAEZ - (956)473-7916	**GOLF CART REPAIRS & SERVICE**
-BO MARTINEZ - (956) 473-7950	**ALEXANDER HS AGRICULTURE SHOP STARTUP EQUIPMENT, TOOLS, & SAFEFY SUPPLIES**
SAN ANTONIO ISD - AMANDA STALLINGS - (210)354-9060	**VEHICLE BATTERIES FOR TRANSPORTATION**
-ROSALIE CAVAZOS - (210)224-2781	**GENERAL MAINTENANCE SERVICES, PARTS & SUPPLIES**
CITY OF SAN ANTONIO - CHRISTINE DAVIS - (210)207-6366	**TOYOTA AUTOMOTIVE PARTS & SERVICE**
- CHRISTINE DAVIS - (210)207-6366	**AC FOR NISSAN AUTOMOTIVE PARTS & SERVICE**
- JORGE D FIGUEROA - (210)207-1085	**ANNUAL CONTRACT FOR AUTOMOTIVE, INDUSTRIAL & UTILITY BATTERIES**
REGION ONE EDUCATION SERVICE CENTER - AMERICA RETANA - (956) 984-6217	**AUTOMOTIVE & BUS PARTS, TIRES, TUBES, SUPPLIES, EQUIPMENT AND REPAIR SERVICES**
PHARR-SAN JUAN-ALAMO ISD - EMILY GARZA - (956)354-2000	**TRANSPORTATION-AUTOMOTIVE PARTS, EQUIPMENT, SERVICES & SUPPLIES CATALOG**
EMILY GARZA - (956)354-2000	**TIRES FOR MAINTENANCE & TRANSPORTATION VEHICLES**
NORTHSIDE ISD - LEAH FIFFIE- (210)397-8705	**VEHICLE & EQUIPMENT REPAIR PARTS AND SERVICE**
PAULINE FRISCH - (210)397-8701	**MISCELLANEAOUS PARTS, REPAIRS & SERVICES**
LEAH FIFFIE- (210)397-8705	**MECHANICS SHOP**
ASHLEY RUSSELL - (210)397-8845	**REFRIGERATED VEHICLE REPAIRS, PARTS & SERVICES**

#44

GONZALEZ AUTO PARTS

TRACY A. ZAVALA - (210)210-397-8707	AUTOMOTIVE FILTERS - VARIOUS BRANDS
GEORGE M AYALA - (210)397-8701	AUTO MECHANICS HAND TOOLS & EQUIPMENT
NORTH EAST ISD - DAVID BOHANNON - (210)	TRANSPORTATION AFTERMARKET & O.E.M. VEHICLE PARTS & SUPPLIES
MCALLEN ISD - JULIE HERNANDEZ (956) 632-8409	AUTOMOTIVE REPAIR PARTS, TIRES AND RELATED SERVICES
LA JOYA ISD - SYLVIA G ZAPATA -(956) 323-2100	AUTOMOTIVE/BUS PARTS SUPPLIES, REPAIR PARTS & TIRES
SYLVIA G ZAPATA -(956) 323-2100	AUTOMOTIVE SUPPLIES & MATERIALS
HARLANDALE ISD - BENJAMIN S MORA - (210)989-4800	AUTOMOTIVE SUPPLIES & PARTS
DONNA ISD - OLGA M NORIEGA - (956)464-1620	AUTO PARTS, GOLF CART PARTS, EQUIPMENT SUPPLIES & REPAIR SERVICES
OLGA M NORIEGA - (956)464-1620	BUS PARTS EQUIPMENT AND SUPPLIES, REPAIR SERVICES
GOODBUY - SHERRI FITZPATRICK - (361)561-8481	TIRES/TUBES: VEHICLE/EQUIPMENT
SHERRI FITZPATRICK - (361)561-8481	AUTOMOTIVE: VEHICLE/BUS PARTS/SUPPLIES/LUBRICANTS
BUYBOARD - ARTURO SALINAS (800)695-2919	AUTOMOTIVE PARTS, FLUIDS, MAINTENANCE AND EQUIPMENT
Explain your return merchandise procedures and policy.	WITHIN 30 DAYS OF PURCHASE AND IN IT'S ORIGINAL PACKAGING.
Has your company been disqualified or debarred from participating in any RFP's/Bids in the last 5 years? If yes, please provide details.	NO

#45

GONZALEZ AUTO PARTS

Percentage of stock items on hand (20 Points)

Provide percentage of stocked items for each section of this proposal.

Section	Percentage	Section	Percentage
I	75%	IX	75%
II	75%	X	75%
III	75%	XI	75%
IV	75%	XII	75%
V	75%	XIII	75%
VI	75%	XIV	75%
VII	75%	XV	75%
VIII	75%	XVI	75%

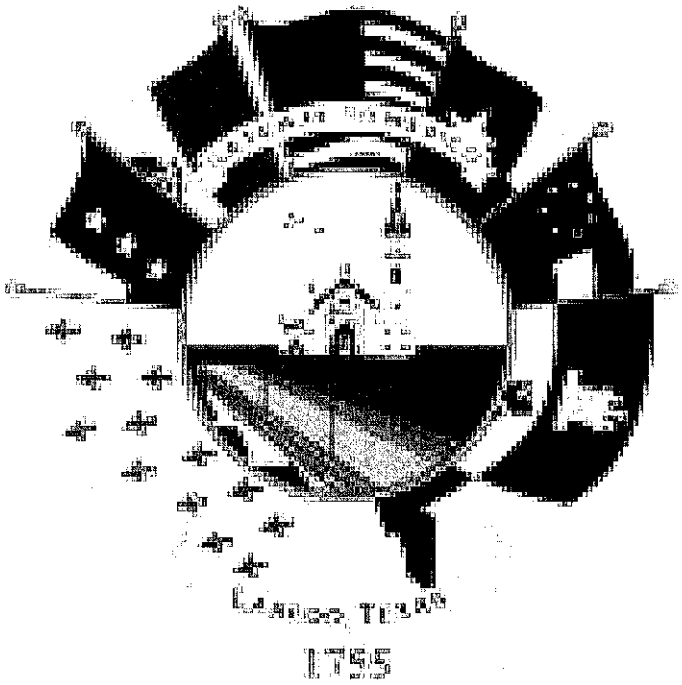
#46

GONZALEZ AUTO PARTS

Local Service & Delivery Time (20 Points)

Does your company have a local operation where parts are stocked? If so, provide the address of all Laredo area locations.	**YES**	**4220 SAN BERNARDO AVE., LAREDO, TX 78041**

Delivery time for all items ordered under the terms and conditions of this contract are ____**1**____working days from date of order.



FY21-068 Automotive Parts
Rush Truck Center, Laredo
Supplier Response

Event Information

Number: FY21-068 Automotive Parts
Title: Automotive Parts - Fleet Department
Type: Request For Proposal
Issue Date: 5/5/2021
Deadline: 5/27/2021 05:00 PM (CT)

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

Rush Truck Center, Laredo Information

Contact: Cindy Martinez
Address: 10216 Union Pacific Blvd
Laredo, TX 78045
Phone: (956) 724-7383
Email: martinezclar@rushenterprises.com

By submitting your response, you certify that you are authorized to represent and bind your company.

WOODUL LEWIS
Signature

WOODULL@RUSHENTERPRISES.COM
Email

Submitted at 5/25/2021 11:11:16 AM

Supplier Note

BALDWIN FILTERS

Response Attachments

RTC Texas Ownership Info.pdf

TEXAS OWNERSHIP

Form 1295 Exemption Statement.pdf

FORM 1295

Supplemental Response.docx

SUPPLEMENTAL

Rush Standard Warranty_0519.pdf

RUSH WARRATNY

HOURS OF OPERATION.PNG

MON TO FRIDAY 7 AM TO 7 PM
SATURDAY 8AM TO 2 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)** Rush Truck Centers of Texas, LP dba Rush Truck Center, Laredo
3	**Print Name of person authorized to sign bid** Lewis Woodul

4	**Title** General Manager
5	**Business Address** 10216 Union Pacific Blvd
6	**City, State, Zip Code** LAREDO , TX 78045
7	**Telephone Number** (956) 764-1403
8	**Federal Tax ID Number** 74-2786264
9	**Bidders Principal/Corporate Place of Business Address** 555 IH35 South, New Braunfels, TX 78130
10	**Indicated Status of Business** Other
11	**If other state business status** *No response*
12	**State how long under its present bsuiness name** 21 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? Yes
17	**Question #3** Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? No

18	**Question #4** If yes to question 3, offeror needs to explain the expected impact both in organizational and directional terms. *No response*
19	**Question #5** Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? No
20	**Question #6** Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? No
21	**Question #7** Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? No
22	**Question #8** Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? No
23	**Question #9** Is the Business in arrears in any contract or debt? No
24	**Question #10** Has the Business been a defaulter, as a principal, surety, or otherwise? No
25	**Question #11** Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? No
26	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.
27	**Historically Underutilized Business (HUB)** No
28	**Small Disadvantaged Business Enterprise (SDBC)** No

29 **Disadvantaged Business Enterprise (DBE)**

No

30 **Other: Please specify**

N/A

31 **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 ".

32 **Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid**

Rush Truck Centers of Texas, LP dba Rush Truck Center, Laredo Lewis Woodul 956-764-1403

33 **State how long under has the business been in its present business name**

21 years

34 **If applicable, list all other names under which the Business identified above operated in the last five years**

RUSH TRUCK CENTER , LAREDO

35 **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.

36 **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?

Rush is not involved in any litigation that it believes is material to its business.

NO , NO , NO , NO

37 **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

38 **State if the Company is a certified minority business enterprise**

This company is not a certified minority business

39 **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.

40 **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.

41 **Conflict of Interest Questionnaire**

Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?

Yes

42 **Terms and Conditions Request for Proposals**

TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail.
A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

GENERAL CONDITIONS Vendors are required to submit Proposals upon the following expressed conditions: (a) Vendors shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation. (b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor. (c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter

and/or applicable City Ordinances, State and Federal Statutes.

1. 0 PREPARATION OF PROPOSALS Proposals will be prepared in accordance with the following: (a) All information required by the proposal form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern. (c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum. (d) Proposed delivery time must be shown and shall include business days. (e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

3.0 SUBMISSION OF HAND DELIVERED PROPOSALS (a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to the City of Laredo, City Secretary's Office, City Hall Third Floor, 1110 Houston Street. (b) Proposals forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.** (c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense. (d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity bids may be requested by the City. (e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.

4.0 REJECTION OF PROPOSALS The City may reject a proposal if: (a) Vendor misstates or conceals any material fact in the proposal. (b) Proposal does not strictly conform to the law or the requirements of the proposal. (c) Vendor is in arrears on existing contracts or taxes with the City of Laredo. (d) If proposals are conditional. Vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications. (e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes. (f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices. (g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary. (h) The City may waive any minor informalities or irregularities in any proposal.

5.0 WITHDRAWAL OF PROPOSALS Proposals may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE PROPOSALS OR MODIFICATIONS Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

7.0 CLARIFICATION AND PROTEST PROCEDURE (a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo If the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041 mpescador@ci.laredo.tx.us Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Reponses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved. (b) For solicitations for goods and non-professional services valued at more than $50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to

alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award. All protests regarding the bid solicitation process must be submitted in writing by certified mail to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041 mpescador@ci.laredo.tx.us Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

8.0 VENDOR DISCOUNTS (a) Percentage discounts within a certain period of time will be accepted but cannot be used in RFP evaluations. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo. (b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT (a) ANNUAL SERVICE CONTRACT: The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT The contract will be awarded by sections and based on (best value criteria) as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code. There will be one primary vendor and three secondary vendors for this contract. 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

43	**Ordinace 2018-O-175** The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors. *No response*

44 **Past Performance (10 Points)**

Indicate the number of automotive service contracts that your company has performed during the past five years with governmental agencies. Provide the owner's name and telephone number, a brief description of the awarded contract and the contract value for each contract award.
Explain your return merchandise procedures and policy.
Has your company been disqualified or debarred from participating in any RFP's/Bids in the last 5 years? If yes, please provide details.
Documentation shall be uploaded onto Cit-E-Bid

Yes

45 **Percentage of stock items on hand (20 Points)**

Provide percentage of stocked items for each section of this proposal.

Section	Percentage	Section	Percentage
I	%	IX	%
II	%	X	%
III	%	XI	%
IV	%	XII	%
V	%	XIII	%
VI	%	XIV	%
VII	%	XV	%
VIII	%	XVI	%

Documentation shall be uploaded onto Cit-E-Bid

Yes

46 **Local Service & Delivery Time (20 Points)**

Does your company have a local operation where parts are stocked? If so, provide the address of all Laredo area locations.
Delivery time for all items ordered under the terms and conditions of this contract are _____working days from date of order.
Documentation shall be uploaded onto Cit-E-Bid

Yes

Bid Lines

1 **Package Header**

Section I: Fuel, Air & Oil Filters (Wix) Stock Numbers Or Approved Equal

(Pricing & Percentage Discount) 50 Points

Quantity: 1 UOM: PKG Total: $75,142.53

Package Items

1.1 # 33011 fuel

Quantity: 52 UOM: EA Price: $0.91 Total: $47.32

1.2 #33032 Fuel

Quantity: 12 UOM: EA Price: $1.21 Total: $14.52

1.3 #33109 Fuel

Quantity: 55 UOM: EA Price: $2.15 Total: $118.25

1.4 #33166 Fuel

Quantity: 6 UOM: EA ***No Bid***

1.5 #33210 Fuel

Quantity: 36 UOM: EA Price: $4.49 Total: $161.64

1.6 #33296 Fuel

Quantity: 38 UOM: EA Price: $2.73 Total: $103.74

1.7 #33357 Fuel

Quantity: 10 UOM: EA Price: $3.16 Total: $31.60

1.8 #33358 Fuel

Quantity: 24 UOM: EA ***No Bid***

1.9 #33377 Fuel

Quantity: 178 UOM: EA Price: $3.96 Total: $704.88

1.10 #33392 Fuel

Quantity: 50 UOM: EA Price: $10.29 Total: $514.50

1.11 #33405 Fuel

Quantity: 13 UOM: EA Price: $3.17 Total: $41.21

1.12 #33406 Fuel

Quantity: 100 UOM: EA Price: $5.27 Total: $527.00

1.13 #33412 Fuel

Quantity: 48 UOM: EA Price: $12.11 Total: $581.28

1.14 #33442 Fuel

Quantity: 22 UOM: EA Price: $5.77 Total: $126.94

1.15 #33472 Fuel

Quantity: 22 UOM: EA Price: $4.32 Total: $95.04

1.16 #33481 Fuel

Quantity: 27 UOM: EA Price: $3.76 Total: $101.52

1.17 #33518 Fuel

Quantity: 43 UOM: EA Price: $10.35 Total: $445.05

1.18 #33546 Fuel

Quantity: 12 UOM: EA Price: $6.38 Total: $76.56

1.19 #33548 Fuel

Quantity: 51 UOM: EA Price: $6.17 Total: $314.67

1.20 #33595 Fuel

Quantity: 123 UOM: EA Price: $2.98 Total: $366.54

1.21 #33604 Fuel

Quantity: 158 UOM: EA Price: $11.08 Total: $1,750.64

1.22 #33638 Fuel

Quantity: 19 UOM: EA Price: $5.85 Total: $111.15

1.23 #33668 Fuel

Quantity: 13 UOM: EA Price: $6.38 Total: $82.94

1.24 #33791 Fuel

Quantity: 39 UOM: EA Price: $4.29 Total: $167.31

1.25 #33899 Fuel

Quantity: 47 UOM: EA Price: $20.46 Total: $961.62

1.26 #33936 Fuel

Quantity: 175 UOM: EA Price: $6.53 Total: $1,142.75

1.27 #33950 Fuel

Quantity: 200 UOM: EA Price: $16.62 Total: $3,324.00

1.28 #33674 Fuel

Quantity: 180 UOM: EA Price: $4.71 Total: $847.80

1.29 #33966 Fuel

Quantity: 116 UOM: EA Price: $6.15 Total: $713.40

1.30 #42124 Air

Quantity: 40 UOM: EA Price: $14.87 Total: $594.80

1.31 #42226 Air

Quantity: 177 UOM: EA Price: $11.86 Total: $2,099.22

1.32 #42321 Air

Quantity: 115 UOM: EA Price: $12.13 Total: $1,394.95

1.33 #42488 Air

Quantity: 123 UOM: EA Price: $5.21 Total: $640.83

1.34 #42610 Air

Quantity: 15 UOM: EA Price: $26.42 Total: $396.30

1.35 #42691 Air

Quantity: 200 UOM: EA Price: $37.17 Total: $7,434.00

1.36 #42731 Air

Quantity: 51 UOM: EA Price: $17.94 Total: $914.94

1.37 #42812 Air

Quantity: 148 UOM: EA Price: $32.67 Total: $4,835.16

1.38 #42679 Air

Quantity: 42 UOM: EA Price: $9.70 Total: $407.40

1.39 #42824 Air

Quantity: 22 UOM: EA Price: $14.19 Total: $312.18

1.40 #42843 Magnum AF

Quantity: 237 UOM: EA Price: $3.96 Total: $938.52

1.41 #42868 Air

Quantity: 62 UOM: EA Price: $12.71 Total: $788.02

1.42 #42985 Air

Quantity: 61 UOM: EA Price: $5.70 Total: $347.70

1.43 #46077 Air

Quantity: 15 UOM: EA Price: $2.64 Total: $39.60

1.44 #46134 Air

Quantity: 150 UOM: EA Price: $2.68 Total: $402.00

1.45 #46174 Air

Quantity: 25 UOM: EA Price: $2.93 Total: $73.25

1.46 #46213 Air

Quantity: 15 UOM: EA Price: $2.25 Total: $33.75

1.47 #46253 Ranger AF

Quantity: 168 UOM: EA Price: $3.79 Total: $636.72

1.48 #46360 Mower AF

Quantity: 11 UOM: EA ***No Bid***

1.49 #46418 Air

Quantity: 150 UOM: EA Price: $5.37 Total: $805.50

1.50 #46429 Air

Quantity: 75 UOM: EA Price: $7.96 Total: $597.00

1.51 #46433 Air

Quantity: 100 UOM: EA Price: $10.66 Total: $1,066.00

1.52 # 46438 mower AF (o)

Quantity: 145 UOM: EA Price: $6.46 Total: $936.70

1.53 # 46449 mower AF

Quantity: 145 UOM: EA Price: $4.98 Total: $722.10

1.54 # 46522 aux Eng AF

Quantity: 106 UOM: EA Price: $7.12 Total: $754.72

1.55 # 46562 air filter (o)

Quantity: 42 UOM: EA Price: $11.09 Total: $465.78

1.56 # 46569 air filter (o)

Quantity: 37 UOM: EA Price: $6.44 Total: $238.28

1.57 # 46671 air filter cs (o)

Quantity: 77 UOM: EA Price: $9.53 Total: $733.81

1.58 # 46672 air filter cs (i)

Quantity: 67 UOM: EA Price: $7.45 Total: $499.15

1.59 # 46728 Air

Quantity: 49 UOM: EA Price: $9.49 Total: $465.01

1.60 # 46744 sweeper Main

Quantity: 15 UOM: EA Price: $13.40 Total: $201.00

1.61 # 46804 Air

Quantity: 41 UOM: EA Price: $6.45 Total: $264.45

1.62 # 46917 Air

Quantity: 8 UOM: EA Price: $3.01 Total: $24.08

1.63 # 46919 Refuse truck rear

Quantity: 128 UOM: EA Price: $22.36 Total: $2,862.08

1.64 # 46935 Air

Quantity: 350 UOM: EA Price: $3.38 Total: $1,183.00

1.65 # 49082 Cab a/c

Quantity: 123 UOM: EA Price: $5.14 Total: $632.22

1.66 # 49883 F-250 AF

Quantity: 61 UOM: EA Price: $3.38 Total: $206.18

1.67 # 49886 Air

Quantity: 237 UOM: EA Price: $22.75 Total: $5,391.75

1.68 # 51040 Oil

Quantity: 19 UOM: EA Price: $1.67 Total: $31.73

1.69 # 51056 Oil

Quantity: 11 UOM: EA Price: $3.10 Total: $34.10

1.70 # 51061 Oil

Quantity: 20 UOM: EA Price: $1.83 Total: $36.60

1.71 # 51085 Mg oil filter

Quantity: 462 UOM: EA Price: $1.80 Total: $831.60

1.72 # 51334 mower OF

Quantity: 72 UOM: EA Price: $1.98 Total: $142.56

1.73 # 51348 Oil

Quantity: 700 UOM: EA Price: $1.60 Total: $1,120.00

1.74 # 51365 M.O.F.

Quantity: 32 UOM: EA Price: $2.13 Total: $68.16

1.75 # 51372 Oil

Quantity: 900 UOM: EA Price: $2.13 Total: $1,917.00

1.76 # 51356 M.O.F

Quantity: 22 UOM: EA Price: $1.92 Total: $42.24

1.77 # 51394 Oil

Quantity: 53 UOM: EA Price: $1.91 Total: $101.23

1.78 # 51459 CAT OF

Quantity: 12 UOM: EA Price: $3.22 Total: $38.64

1.79 # 51515 Oil

Quantity: 19 UOM: EA Price: $1.63 Total: $30.97

1.80 # 51522 Oil

Quantity: 100 UOM: EA Price: $1.89 Total: $189.00

1.81 # 51551 MFH

Quantity: 36 UOM: EA Price: $2.33 Total: $83.88

1.82 # 51602 Oil

Quantity: 18 UOM: EA Price: $2.11 Total: $37.98

1.83 # 51516 Oil

Quantity: 125 UOM: EA Price: $1.89 Total: $236.25

1.84 # 51721 Hyd Filter

Quantity: 47 UOM: EA Price: $24.43 Total: $1,148.21

1.85 # 51734 Oil

Quantity: 52 UOM: EA Price: $5.12 Total: $266.24

1.86 # 51748 Oil

Quantity: 120 UOM: EA Price: $11.56 Total: $1,387.20

1.87 # 51749 Oil

Quantity: 291 UOM: EA Price: $6.73 Total: $1,958.43

1.88 # 51750 Refuse Truck

Quantity: 167 UOM: EA Price: $5.00 Total: $835.00

1.89 # 51791 Oil

Quantity: 260 UOM: EA Price: $3.49 Total: $907.40

1.90 # 51792 Oil

Quantity: 200 UOM: EA Price: $5.45 Total: $1,090.00

1.91 # 51798 Oil

Quantity: 136 UOM: EA Price: $4.16 Total: $565.76

1.92 # 51801 Oil

Quantity: 72 UOM: EA Price: $7.68 Total: $552.96

1.93 # 57037 Oil

Quantity: 92 UOM: EA Price: $5.01 Total: $460.92

1.94 # 57182 Oil

Quantity: 192 UOM: EA Price: $3.71 Total: $712.32

1.95 # 57060 Oil

Quantity: 127 UOM: EA Price: $1.66 Total: $210.82

1.96 # 57243 Aux. sweepers oil filter

Quantity: 13 UOM: EA Price: $4.87 Total: $63.31

1.97 # 57314 Eng.oil filter

Quantity: 200 UOM: EA Price: $6.60 Total: $1,320.00

1.98 #57750 Deere OF

Quantity: 1000 UOM: EA Price: $4.91 Total: $4,910.00

1.99 Section I: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA Total: 100%

2 Package Header

Section II: Automotive Parts - Belts, Hoses, & Cooling
(Belts, hoses, water pump, gasket, fan & clutch, thermostat, fan motors, switches, & related items)

Quantity: 1 UOM: PKG ***No Bid***

Package Items

2.1 Percent of Discount Offered

Quantity: 1 UOM: EA ***No Bid***

2.2 Section II: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA ***No Bid***

3 Package Header

Section III- Automotive Parts - Brakes, related items & wheel be a rings.

Quantity: 1 UOM: PKG ***No Bid***

Package Items

3.1 723 Brake, Shoe

Quantity: 20 UOM: EA ***No Bid***

3.2 3030 Brake, Booster

Quantity: 20 UOM: EA ***No Bid***

3.3 4148 Brake, Seal

Quantity: 200 UOM: EA ***No Bid***

3.4 4160 Brake, Seal, Front, F250-F350

Quantity: 77 UOM: EA ***No Bid***

3.5 7114 Brake, Pads Semi Metallic
Rear F 150

Quantity: 22 UOM: EA ***No Bid***

3.6 145076 Front Rotor Ranger

Quantity: 60 UOM: EA ***No Bid***

3.7 3W1Z1225AA Ford, Brake, Bearing

Quantity: 20 UOM: EA — ***No Bid***

3.8 86605 Ford, Brake, Seal

Quantity: 14 UOM: EA — ***No Bid***

3.9 8C3Z1190A Ford, Brake, Seal

Quantity: 40 UOM: EA — ***No Bid***

3.10 91505 Brake, Seal

Quantity: 100 UOM: EA — ***No Bid***

3.11 9864S Oil Seal

Quantity: 4 UOM: EA — ***No Bid***

3.12 12 Brakes, Bearing

Quantity: 48 UOM: EA — ***No Bid***

3.13 13 Brakes, Bearing

Quantity: 5 UOM: EA — ***No Bid***

3.14 AIB Brakes, Bearing

Quantity: 40 UOM: EA — ***No Bid***

3.15 A2 Brakes, Bearing

Quantity: 20 UOM: EA — ***No Bid***

3.16 AS Brakes, Bearing

Quantity: 75 UOM: EA — ***No Bid***

3.17 A6 Brakes, Bearing

Quantity: 75 UOM: EA — ***No Bid***

3.18 EOA Z21498B Ford, Brakes, Brake Washer

Quantity: 25 UOM: EA — ***No Bid***

3.19 F67Z1SI I 77 ACA Ford, Axle, Seal

Quantity: 20 UOM: EA — ***No Bid***

3.20 MKD1012 Brake, Pads, Rear

Quantity: 30 UOM: EA — ***No Bid***

3.21 MKD1057AFM Rear Brakes, Rear Charger Severe Duty

Quantity: 20 UOM: EA — ***No Bid***

3.22 MKD1058FM Brakes, Pads Front Charger 05-07

Quantity: 20 UOM: EA — ***No Bid***

3.23 MKD1066 Brakes, FSS0 w/ Sensor

Quantity: 13 UOM: EA — ***No Bid***

3.24 MKD067 Brake Pads

Quantity: 13 UOM: EA — ***No Bid***

3.25 MKD1068 Brakes, Rear Pads Ford 05-08

Quantity: 10 UOM: EA — ***No Bid***

3.26 MKD1069 Brake, Pads, Front

Quantity: 10 UOM: EA — ***No Bid***

3.27 MKD1083 Brake, Pads, Front

Quantity: 39 UOM: EA — ***No Bid***

3.28 MKD679 Brake, Front Pads FIS0-200-2005

Quantity: 50 UOM: EA — ***No Bid***

3.29 MKD702 Brakes, Rear Pads (RAM 2500)

Quantity: 10 UOM: EA — ***No Bid***

3.30 MKD777FM Brakes, F450/550 99-07 WO/SENSOR

Quantity: 10 UOM: EA — ***No Bid***

3.31 MKD785 Brake, Pads, Front

Quantity: 15 UOM: EA — ***No Bid***

3.32 MKD824 Brakes, Pads F350 Front

Quantity: 35 UOM: EA — ***No Bid***

3.33 MKD833 Brake, Pads, Front, Ran

Quantity: 80 UOM: EA — ***No Bid***

3.34 M KD931FM Brake, Pads, Titanium Metallic C.V.

Quantity: 48 UOM: EA — ***No Bid***

3.35 MKD932FM Brakes, Pads, Titanium Metallic C.V.

Quantity: 36 UOM: EA — ***No Bid***

3.36 PRTS258 Rear Rotor F350 Super Duty

Quantity: 10 UOM: EA — ***No Bid***

3.37 PRT5519 Brake Front, Rotor

Quantity: 21 UOM: EA — ***No Bid***

3.38 PRTSS20 Ford FRT Rotor 7 Stud 2WD FISO

Quantity: 10 UOM: EA — ***No Bid***

3.39 PRT565 1 Brakes, Front Rotors H.D. Dodge Mag/Cha

Quantity: 12 UOM: EA — ***No Bid***

3.40 PRT5739 Brakes, Rea r Rotor Dodge Mag/Char Rd

Quantity: 12 UOM: EA — ***No Bid***

3.41 RS704 Brakes, Rear Shoes

Quantity: 4 UOM: EA — ***No Bid***

3.42 RS705 Brakes, Rear Shoes

Quantity: 4 UOM: EA — ***No Bid***

3.43 RS745 Brake, Emergency Brakes

Quantity: 4 UOM: EA — ***No Bid***

3.44 Section III: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA — ***No Bid***

4 Package Header

Section IV: Brakes/Miscellaneous Brake Parts

Quantity: 1 UOM: PKG — ***No Bid***

Package Items

4.1 Percent of Discount Offered

Quantity: 1 UOM: EA — ***No Bid***

4.2 Section IV: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA — ***No Bid***

5 Package Header

Section V: Automotive Parts - Chassis& Steering
(Shocks & struts, suspension parts, steering parts, power steering hose & pump s, power steering kits & seals, front springs, rear springs, & related• items)

Quantity: 1 UOM: PKG — ***No Bid***

Package Items

5.1 Percent of Discount Offered

Quantity: 1 UOM: EA — ***No Bid***

5.2 Section V: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA — ***No Bid***

6 Package Header

Section VI: Automotive Parts- Drive Train
(Transmission filters & parts, U & CV joints, drive axle parts, wheel bearings & seals, clutch & flywheel, & related items)

Quantity: 1 UOM: PKG — ***No Bid***

Package Items

6.1 Percent of Discount Offered

Quantity: 1 UOM: EA — ***No Bid***

6.2 Section VI: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA **No Bid**

7 Package Header

Section VII: Automotive Parts- Electrical
(Alternators & generators, starter, solenoid, relay & switches, battery cables, charging system parts, starting system parts, lamps, flashers, coils, modules, & other ignition parts and related items)

Quantity: 1 UOM: PKG **No Bid**

Package Items

7.1 Percent of Discount Offered

Quantity: 1 UOM: EA **No Bid**

7.2 Section VII: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA **No Bid**

8 Package Header

Section VIII: Automotive Parts- Exhaust
(Exhaust system, clutch & flywheel, and related items)

Quantity: 1 UOM: PKG **No Bid**

Package Items

8.1 Percent of Discount Offered

Quantity: 1 UOM: EA **No Bid**

8.2 Section VIII: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA **No Bid**

9 Package Header

Section IX: Automotive Parts: Fuel & Emission-Cat Converter, NOX, DPF, etc.

Quantity: 1 UOM: PKG **No Bid**

Package Items

9.1 Percent of Discount Offered

Quantity: 1 UOM: EA **No Bid**

9.2 Section IX: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA **No Bid**

10 Package Header

Section X: Automotive Parts: Heating & Air Condition
(Heater valves, heater cores, blower motors, AC heater switch & relay, AC Compressor, clutch, Idler assembly, AC compressor parts, AC filter, valve condenser, evaporator, AC hose/bet, and related items)

Quantity: 1 UOM: PKG **No Bid**

Package Items

10.1 Percent of Discount Offered

Quantity: 1 UOM: EA — ***No Bid***

10.2 Section X: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA — ***No Bid***

11 **Package Header**

Section XI: Automotive Parts: Ignition
(Engine filters, spark plugs, tune-up & ignition, coils, modules, ignition wires, and related items)

Quantity: 1 UOM: PKG — ***No Bid***

Package Items

11.1 Percent of Discount Offered

Quantity: 1 UOM: EA — ***No Bid***

11.2 Section XI: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA — ***No Bid***

12 **Package Header**

Section XII: Automotive Parts: Lamps Bulbs, Flashers & Switches (Body switches & relay, sealed beams, lamps & flashers, and related items)

Quantity: 1 UOM: PKG — ***No Bid***

Package Items

12.1 Percent of Discount Offered

Quantity: 1 UOM: EA — ***No Bid***

12.2 Section XII: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA — ***No Bid***

13 **Package Header**

Section XIII: Automotive Parts: Shocks & Struts
(Front spring, rear springs, shocks & struts, steering parts, suspension parts, and related items)

Quantity: 1 UOM: PKG — ***No Bid***

Package Items

13.1 Percent of Discount Offered

Quantity: 1 UOM: EA — ***No Bid***

13.2 Section XIII: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA — ***No Bid***

14 Package Header

Section XIV: Automotive Parts: Wipers, Blades, Arms & Motors
(Body switch & relays, wipers, arms & related items)

Quantity: 1 UOM: PKG **No Bid**

Package Items

14.1 Percent of Discount Offered

Quantity: 1 UOM: EA **No Bid**

14.2 Section XIV: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA **No Bid**

15 Package Header

Section XV: Automotive Parts: Service Lubricants
(Grease tubes, B-12 WD40 adhesive, black silicone starting fluid related items)

Quantity: 1 UOM: PKG **No Bid**

Package Items

15.1 Percent of Discount Offered

Quantity: 1 UOM: EA **No Bid**

15.2 Section XV: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA **No Bid**

16 Package Header

Section XVI: Automotive Parts: Brake Disc Pads, Rotors, Caliper s for Emergency Vehicles Only - Police Package. *****Only acceptable brands for this section: Raybestos, Bendix or approved equal****.

Quantity: 1 UOM: PKG **No Bid**

Package Items

16.1 Front Disc Pads #ATD931P w / abutment kit

Quantity: 100 UOM: Sets **No Bid**

16.2 Rear Disc Pads #ATD1040AP w/ abutment kit

Quantity: 100 UOM: Sets **No Bid**

16.3 Rotors #RB680110

Quantity: 100 UOM: EA **No Bid**

16.4 Rotors #RB680129

Quantity: 100 UOM: EA **No Bid**

16.5 Front Calipers# RC11381P

Quantity: 10 UOM: EA **No Bid**

16.6 Front Calipers #RC11382P

Quantity: 10 UOM: EA **No Bid**

16.7 Rear Calipers #RC11821P

Quantity: 10 UOM: EA — ***No Bid***

16.8 Rear Calipers #RC11822P

Quantity: 10 UOM: EA — ***No Bid***

16.9 Front Disc Pads #ATD1057P w/abutment kit

Quantity: 40 UOM: Sets — ***No Bid***

16.10 Rear Disc Pads #ATD1058P w/abutment kit

Quantity: 40 UOM: Sets — ***No Bid***

16.11 Rotors #780256P

Quantity: 60 UOM: EA — ***No Bid***

16.12 Front Calipers #RC11701P

Quantity: 5 UOM: EA — ***No Bid***

16.13 Front Calipers #RC11702P

Quantity: 5 UOM: EA — ***No Bid***

16.14 Rear Calipers #RC11767P

Quantity: 20 UOM: EA — ***No Bid***

16.15 Section XVI: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA — ***No Bid***

17 Package Header

Section XVII: Automotive Parts: Package 2015 Ford Explorer SUV Police*****

Quantity: 1 UOM: PKG — ***No Bid***

Package Items

17.1 Front Disc #ATD1508SV w/abutment kit

Quantity: 100 UOM: Sets — ***No Bid***

17.2 Rear Disc Pads #ATD1377SV w/abutment kit

Quantity: 100 UOM: Sets — ***No Bid***

17.3 Rot or s Frt. #680758R

Quantity: 100 UOM: EA — ***No Bid***

17.4 Rotors RR #68686R

Quantity: 100 UOM: EA — ***No Bid***

17.5 Front Calipers #RC12051

Quantity: 10 UOM: EA — ***No Bid***

17.6 Front Calipers #RC12052

Quantity: 10 UOM: EA — ***No Bid***

17.7 Rear Calipers RC12563P

Quantity: 10 UOM: EA — ***No Bid***

17.8 Rear Calipers RC12564P

Quantity: 10 UOM: EA — ***No Bid***

17.9 Section XVII: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA

No Bid

Response Total: $75,142.53

Rush Truck Centers of Texas, L.P.
Ownership

Summary:

Rush Truck Centers of Texas, L.P. is a limited partnership formed in the state of Texas. Rush Truck Centers of Texas, L.P. has two partners: Rushtex, Inc. (a Delaware corporation) is the General Partner and Rushco, Inc. (a Delaware corporation) is the Limited Partner. Rushtex, Inc. and Rushco, Inc. are wholly owned subsidiaries of Rush Enterprises, Inc. Rush Enterprises, Inc. is a publicly traded company whose stock trades on the NASDAQ stock market under the symbols RUSHA and RUSHB.

Rushtex, Inc., General Partner
555 IH35 South, Suite 500
New Braunfels, TX 78130

Officers and Directors:

W. M. "Rusty" Rush, Sole Director, President and CEO
Derrek R. Weaver, VP, Sec'y, Treas.
Scott Anderson, VP, Finance and Insurance
Steve Keller, Assistant Secretary
Michael Lyons, Assistant Secretary

Address for all officers is as set forth above.

Rushco, Inc., Limited Partner
P.O. Box 200105
San Antonio, TX 78220-0105

Officers and Directors: **SAME AS ABOVE**

Statutory Declaration Regarding
Exemption from Filing Form 1295
for
Rush Truck Centers of Texas, LP

I, Michael S. Lyons, Assistant Secretary of Rushtex, Inc., a Delaware corporation and the sole general partner of Rush Truck Centers of Texas, LP, a Texas limited partnership, do hereby declare that:

1. Rush Truck Centers of Texas, LP is a wholly owned subsidiary of Rush Enterprises, Inc.
2. Rush Enterprises, Inc. is a public company traded on NASDAQ under the symbols RUSHA and RUSHB.
3. As a result of changes to Form 1295 made effective on January 1, 2018, a Form 1295 is not required for "a contract with a publicly traded business entity, ***including a wholly owned subsidiary of the business entity***. (Emphasis added.) See Texas Government Code § 2252.908(c)(4). (A copy of the statute is attached for reference.)
4. Pursuant to the foregoing, Rush Truck Centers of Texas, LP, as a wholly owned subsidiary of a public company, is not required to submit a Form 1295.

Acknowledged

Michael S. Lyons
Assistant Secretary

State of Texas)
)
County of Comal)

PERSONALLY appeared before me Michael S. Lyons who executed and attested the execution of this document.

SWORN TO BEFORE ME this 4th day of November 2020.

Notary Public for The State of Texas
My Commission Expires: 12/3/2020

NICOLE JOHNSON
My Commission Expires
December 3, 2020
NOTARY ID: 12922201-8

TEXAS ETHICS COMMISSION

GOVERNMENT CODE

TITLE 10. GENERAL GOVERNMENT

SUBTITLE F. STATE AND LOCAL CONTRACTS AND FUND MANAGEMENT

CHAPTER 2252. CONTRACTS WITH GOVERNMENTAL ENTITY

SUBCHAPTER Z. MISCELLANEOUS PROVISIONS

Sec. 2252.908. DISCLOSURE OF INTERESTED PARTIES.

(a) In this section:

(1) "Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation.

(2) "Governmental entity" means a municipality, county, public school district, or special-purpose district or authority.

(3) "Interested party" means a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts or who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.

(4) "State agency" means a board, commission, office, department, or other agency in the executive, judicial, or legislative branch of state government. The term includes an institution of higher education as defined by Section 61.003, Education Code.

(b) This section applies only to a contract of a governmental entity or state agency that:

(1) requires an action or vote by the governing body of the entity or agency before the contract may be signed; or

(2) has a value of at least $1 million.

(c) Notwithstanding Subsection (b), this section does not apply to:

(1) a sponsored research contract of an institution of higher education;

(2) an interagency contract of a state agency or an institution of higher education;

(3) a contract related to health and human services if:

(A) the value of the contract cannot be determined at the time the contract is executed; and

(B) any qualified vendor is eligible for the contract;

(4) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;

(5) a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or

(6) a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

(d) A governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

(e) The disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission that includes:

(1) a list of each interested party for the contract of which the contracting business entity is aware; and

(2) a written, unsworn declaration subscribed by the authorized agent of the contracting business entity as true under penalty of perjury that is in substantially the following form:

"My name is _____, my date of birth is _____, and my address is

_____, _____, _____, _____,
(Street) (City) (State) (Zip Code)

_____. I declare under penalty of perjury that the foregoing is true and correct.
(Country)

Executed in _____ County, State of _____, on the _____ day of _____, _____.
(Month) (Year)

_____
Declarant".

(f) Not later than the 30th day after the date the governmental entity or state agency receives a disclosure of interested parties required under this section, the governmental entity or state agency shall submit a copy of the disclosure to the Texas Ethics Commission.

(g) The Texas Ethics Commission shall adopt rules necessary to implement this section, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's Internet website.

Added by Acts 2015, 84th Leg., R.S., Ch. 1024 (H.B. 1295), Sec. 3, eff. September 1, 2015.
Amended by:
Acts 2017, 85th Leg., R.S., Ch. 526 (S.B. 255), Sec. 5, eff. September 1, 2017.

City of Laredo, TX

RFP #FY21-068

Rush Truck Centers of Texas, LP

Supplemental Response to Bidder Information Questionnaire

Regarding the litigation question on p. 16 of 35, Rush Enterprises, Inc. and its subsidiaries, including Rush Truck Centers of Texas, LP, sell billions of dollars of motor vehicles, motor vehicle parts and services and motor vehicle financial services on an annual basis and employ thousands of employees. As would be expected with a business of this size Rush has been involved in civil litigation and other business disputes arising in the ordinary course of its business. However, none of these matters have had, or are expected to have, a material effect on Rush's financial condition or ongoing operations.

Rush Limited Warranty

NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY. Any warranties on any new product(s) sold by Rush are limited only to any printed warranty provided by the applicable manufacturer of the product. EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

USED PRODUCTS – NO WARRANTIES. All used product(s) sold by Rush are sold on an "AS IS, WHERE IS" basis, without any warranties by Rush. EXCEPT FOR ANY MANUFACTURERS' WARRANTIES THAT MAY STILL BE IN EFFECT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

LIMITED WARRANTY ON SERVICES. Rush warrants that all services performed by Rush for a customer, including repair, maintenance and installation services ("Services"), will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date the Service is completed. Customer's sole and exclusive remedy, and Rush's entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. RUSH PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Rush for customer. Rush does not warrant any services provided by any third-party. Any warranties are solely those that are provided by the third-party service provider.

RUSH PETERBILT TRUCK CENTER, LAREDO

TYPE: Full Service

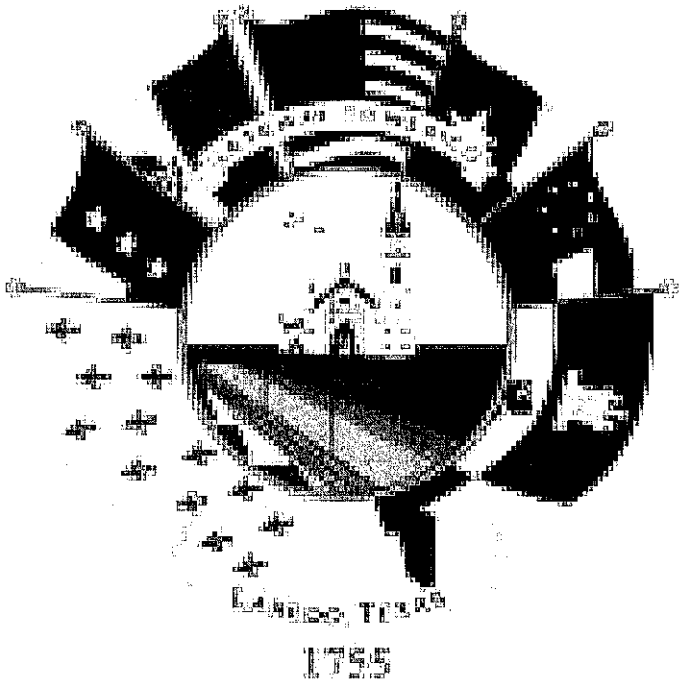
10216 Union Pacific Blvd.
Laredo, TX 78045

Tel: (956) 764-1400

Fax: (956) 717-1709

http://www.rushtruckcenters.com/

HOURS:
Mon. - Fri. - **Sales** - 8:00 AM - 5:00 PM
Mon. - Fri. - **Parts** & **Service** - 7:00 AM - 6:00 PM
Sat. - **Parts & Service** - 8:00 AM - 1:00 PM



FY21-068 Automotive Parts
O'Reilly Auto Parts
Supplier Response

Event Information

Number: FY21-068 Automotive Parts
Title: Automotive Parts - Fleet Department
Type: Request For Proposal
Issue Date: 5/5/2021
Deadline: 5/27/2021 05:00 PM (CT)

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

O'Reilly Auto Parts Information

Address: 233 S. Patterson
Springfield, MO 65802
Phone: (417) 829-5879

By submitting your response, you certify that you are authorized to represent and bind your company.

Roanen Barron
Signature

probids@oreillyauto.com
Email

Submitted at 5/27/2021 12:46:58 PM

Supplier Note

Price list provided online at www.firstcallonline.com - see attached Pricing/Catalog and Line card. Pricing is based on contract pricing in place with the City of Laredo. Bid prices are calculated from current discounts on product lines. Individual unit prices are subject to change, up and down, without notice based on costs from manufacturers and market fluctuations. Discounts will be held firm. Pricing is maintained and updated, daily as needed, at www.firstcallonline.com. Exceptions noted in Terms and Conditions: Items 12.0, 12.F.1, 12.F.4, 12.F.5, 18.1, 23.4, 23.5 & 33.0

Response Attachments

FirstCall & Line Card.pdf

Pricing/Catolog & Line Card

Laredo Locations.xlsx

O'Reilly Auto Parts Locations in Laredo, TX.

ORLY MOI 2021-2022.pdf

Proof of Insurance

Terms and Condistion with Exceptions.pdf

Terms and Conditions with noted Exceptions

COI_Response.pdf

COI Form

References.docx

References

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)** O'Reilly Auto Enterprises, LLC. dba O'Reilly Auto Parts
3	**Print Name of person authorized to sign bid** Roanen Barron
4	**Title** Senior Bid Analyst
5	**Business Address** 3318 Clark Boulevard
6	**City, State, Zip Code** Laredo, TX. 78043
7	**Telephone Number** (956) 712-9118
8	**Federal Tax ID Number** 86-0221312
9	**Bidders Principal/Corporate Place of Business Address** 233 S. Patterson Ave. Springfield, MO. 65802
10	**Indicated Status of Business** Corporation
11	**If other state business status** LLC. C Corp
12	**State how long under its present bsuiness name** 63 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?

Yes

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.

N/A

19 **Question #5**

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award?

No

20 **Question #6**

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting?

No

21 **Question #7**

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract?

No

22 **Question #8**

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default?

No

23 **Question #9**

Is the Business in arrears in any contract or debt?

No

24 **Question #10**

Has the Business been a defaulter, as a principal, surety, or otherwise?

No

25 **Question #11**

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason?

No

26 **State if the Company is a certified minority business enterprise**

The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

27	**Historically Underutilized Business (HUB)** No
28	**Small Disadvantaged Business Enterprise (SDBC)** No
29	**Disadvantaged Business Enterprise (DBE)** No
30	**Other: Please specify** N/A
31	**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 ".
32	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** O'Reilly Auto Enterprises, LLC. dba O'Reilly Auto Parts, Roanen Barron, 417-829-5879
33	**State how long under has the business been in its present business name** 63 Years
34	**If applicable, list all other names under which the Business identified above operated in the last five years** N/A
35	**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.
36	**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? O'Reilly operates over 5,600 stores and 30 DCs in 47 states and employs more than 85,000 people. Litigations are always pending but will not impact our ability to deliver parts under this contract.

37 **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

38 **State if the Company is a certified minority business enterprise**

This company is not a certified minority business

39 **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.

40 **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.

41 **Conflict of Interest Questionnaire**

Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?

Yes

42 **Terms and Conditions Request for Proposals**

TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail.

A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

GENERAL CONDITIONS Vendors are required to submit Proposals upon the following expressed conditions: (a) Vendors shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation. (b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor. (c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1. 0 PREPARATION OF PROPOSALS Proposals will be prepared in accordance with the following:
(a) All information required by the proposal form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern. (c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum. (d) Proposed delivery time must be shown and shall include business days. (e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

3.0 SUBMISSION OF HAND DELIVERED PROPOSALS (a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to the City of Laredo, City Secretary's Office, City Hall Third Floor, 1110 Houston Street. (b) Proposals forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.** (c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense. (d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity bids may be requested by the City. (e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.

4.0 REJECTION OF PROPOSALS The City may reject a proposal if: (a) Vendor misstates or conceals any material fact in the proposal. (b) Proposal does not strictly conform to the law or the requirements of the proposal. (c) Vendor is in arrears on existing contracts or taxes with the City of Laredo. (d) If proposals are conditional. Vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications. (e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes. (f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices. (g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary. (h) The City may waive any minor informalities or irregularities in any proposal.

5.0 WITHDRAWAL OF PROPOSALS Proposals may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE PROPOSALS OR MODIFICATIONS Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

7.0 CLARIFICATION AND PROTEST PROCEDURE (a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo If the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041 mpescador@ci.laredo.tx.us Any vendor submitting questions shall make reference

to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Reponses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved. (b) For solicitations for goods and non-professional services valued at more than $50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award. All protests regarding the bid solicitation process must be submitted in writing by certified mail to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041 mpescador@ci.laredo.tx.us Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

8.0 VENDOR DISCOUNTS (a) Percentage discounts within a certain period of time will be accepted but cannot be used in RFP evaluations. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo. (b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT (a) ANNUAL SERVICE CONTRACT: The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT The contract will be awarded by sections and based on (best value criteria) as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code. There will be one primary vendor and three secondary vendors for this contract. 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

43 Ordinace 2018-O-175

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

O'Reilly Operates 9 locations within Laredo. See attached location list.

44 Past Performance (10 Points)

Indicate the number of automotive service contracts that your company has performed during the past five years with governmental agencies. Provide the owner's name and telephone number, a brief description of the awarded contract and the contract value for each contract award.
Explain your return merchandise procedures and policy.
Has your company been disqualified or debarred from participating in any RFP's/Bids in the last 5 years? If yes, please provide details.
Documentation shall be uploaded onto Cit-E-Bid

Yes

45 Percentage of stock items on hand (20 Points)

Provide percentage of stocked items for each section of this proposal.

Section	Percentage	Section	Percentage
I	%	IX	%
II	%	X	%
III	%	XI	%
IV	%	XII	%
V	%	XIII	%
VI	%	XIV	%
VII	%	XV	%
VIII	%	XVI	%

Documentation shall be uploaded onto Cit-E-Bid

Yes

46 Local Service & Delivery Time (20 Points)

Does your company have a local operation where parts are stocked? If so, provide the address of all Laredo area locations.
Delivery time for all items ordered under the terms and conditions of this contract are _____working days from date of order.
Documentation shall be uploaded onto Cit-E-Bid

Yes

Bid Lines

1 **Package Header**

Section I: Fuel, Air & Oil Filters (Wix) Stock Numbers Or Approved Equal

(Pricing & Percentage Discount) 50 Points

Quantity: 1 UOM: PKG Total: $154,767.65

Package Items

1.1 # 33011 fuel
Quantity: 52 UOM: EA Price: $1.87 Total: $97.24

1.2 #33032 Fuel
Quantity: 12 UOM: EA Price: $2.34 Total: $28.08

1.3 #33109 Fuel
Quantity: 55 UOM: EA Price: $5.01 Total: $275.55

1.4 #33166 Fuel
Quantity: 6 UOM: EA Price: $4.19 Total: $25.14

1.5 #33210 Fuel
Quantity: 36 UOM: EA Price: $7.53 Total: $271.08

1.6 #33296 Fuel
Quantity: 38 UOM: EA Price: $5.32 Total: $202.16

1.7 #33357 Fuel
Quantity: 10 UOM: EA Price: $6.83 Total: $68.30

1.8 #33358 Fuel
Quantity: 24 UOM: EA Price: $5.90 Total: $141.60

1.9 #33377 Fuel
Quantity: 178 UOM: EA Price: $7.41 Total: $1,318.98

1.10 #33392 Fuel
Quantity: 50 UOM: EA Price: $20.89 Total: $1,044.50

1.11 #33405 Fuel
Quantity: 13 UOM: EA Price: $8.55 Total: $111.15

1.12 #33406 Fuel
Quantity: 100 UOM: EA Price: $11.47 Total: $1,147.00

1.13 #33412 Fuel
Quantity: 48 UOM: EA Price: $23.96 Total: $1,150.08

1.14 #33442 Fuel
Quantity: 22 UOM: EA Price: $16.61 Total: $365.42

1.15 #33472 Fuel
Quantity: 22 UOM: EA Price: $8.07 Total: $177.54

1.16 #33481 Fuel

Quantity: 27 UOM: EA Price: $7.29 Total: $196.83

1.17 #33518 Fuel

Quantity: 43 UOM: EA Price: $20.56 Total: $884.08

Supplier Notes: Supersede to 33818

1.18 #33546 Fuel

Quantity: 12 UOM: EA Price: $12.79 Total: $153.48

1.19 #33548 Fuel

Quantity: 51 UOM: EA Price: $13.05 Total: $665.55

1.20 #33595 Fuel

Quantity: 123 UOM: EA Price: $5.77 Total: $709.71

1.21 #33604 Fuel

Quantity: 158 UOM: EA Price: $21.17 Total: $3,344.86

1.22 #33638 Fuel

Quantity: 19 UOM: EA Price: $12.78 Total: $242.82

1.23 #33668 Fuel

Quantity: 13 UOM: EA Price: $13.74 Total: $178.62

1.24 #33791 Fuel

Quantity: 39 UOM: EA Price: $8.75 Total: $341.25

1.25 #33899 Fuel

Quantity: 47 UOM: EA Price: $37.51 Total: $1,762.97

1.26 #33936 Fuel

Quantity: 175 UOM: EA Price: $13.05 Total: $2,283.75

1.27 #33950 Fuel

Quantity: 200 UOM: EA Price: $35.27 Total: $7,054.00

Supplier Notes: Supersede to 33963

1.28 #33674 Fuel

Quantity: 180 UOM: EA Price: $10.01 Total: $1,801.80

1.29 #33966 Fuel

Quantity: 116 UOM: EA Price: $12.69 Total: $1,472.04

1.30 #42124 Air

Quantity: 40 UOM: EA Price: $28.31 Total: $1,132.40

1.31 #42226 Air

Quantity: 177 UOM: EA Price: $22.95 Total: $4,062.15

1.32 #42321 Air

Quantity: 115 UOM: EA Price: $24.17 Total: $2,779.55

1.33 #42488 Air

Quantity: 123 UOM: EA Price: $10.83 Total: $1,332.09

1.34 #42610 Air

Quantity: 15 UOM: EA Price: $52.95 Total: $794.25

1.35 #42691 Air

Quantity: 200 UOM: EA Price: $75.25 Total: $15,050.00

1.36 #42731 Air

Quantity: 51 UOM: EA Price: $38.14 Total: $1,945.14

1.37 #42812 Air

Quantity: 148 UOM: EA Price: $66.39 Total: $9,825.72

1.38 #42679 Air

Quantity: 42 UOM: EA Price: $18.36 Total: $771.12

1.39 #42824 Air

Quantity: 22 UOM: EA Price: $29.10 Total: $640.20

1.40 #42843 Magnum AF

Quantity: 237 UOM: EA Price: $8.21 Total: $1,945.77

1.41 #42868 Air

Quantity: 62 UOM: EA Price: $24.57 Total: $1,523.34

1.42 #42985 Air

Quantity: 61 UOM: EA Price: $11.28 Total: $688.08

1.43 #46077 Air

Quantity: 15 UOM: EA Price: $5.12 Total: $76.80

1.44 #46134 Air

Quantity: 150 UOM: EA Price: $4.90 Total: $735.00

1.45 #46174 Air

Quantity: 25 UOM: EA Price: $5.79 Total: $144.75

1.46 #46213 Air

Quantity: 15 UOM: EA Price: $11.78 Total: $176.70

1.47 #46253 Ranger AF

Quantity: 168 UOM: EA Price: $7.75 Total: $1,302.00

1.48 #46360 Mower AF

Quantity: 11 UOM: EA Price: $12.66 Total: $139.26

Supplier Notes: Supersede to 42276FR

1.49 #46418 Air

Quantity: 150 UOM: EA Price: $10.33 Total: $1,549.50

1.50 #46429 Air

Quantity: 75 UOM: EA Price: $15.45 Total: $1,158.75

1.51 #46433 Air

Quantity: 100 UOM: EA Price: $21.88 Total: $2,188.00

1.52 # 46438 mower AF (o)

Quantity: 145 UOM: EA Price: $13.73 Total: $1,990.85

1.53 # 46449 mower AF

Quantity: 145 UOM: EA Price: $11.04 Total: $1,600.80

1.54 # 46522 aux Eng AF

Quantity: 106 UOM: EA Price: $14.59 Total: $1,546.54

1.55 # 46562 air filter (o)

Quantity: 42 UOM: EA Price: $23.04 Total: $967.68

1.56 # 46569 air filter (o)

Quantity: 37 UOM: EA Price: $13.43 Total: $496.91

1.57 # 46671 air filter cs (o)

Quantity: 77 UOM: EA Price: $21.25 Total: $1,636.25

1.58 # 46672 air filter cs (i)

Quantity: 67 UOM: EA Price: $13.82 Total: $925.94

1.59 # 46728 Air

Quantity: 49 UOM: EA Price: $17.44 Total: $854.56

1.60 # 46744 sweeper Main

Quantity: 15 UOM: EA Price: $26.97 Total: $404.55

1.61 # 46804 Air

Quantity: 41 UOM: EA Price: $13.29 Total: $544.89

1.62 # 46917 Air

Quantity: 8 UOM: EA Price: $6.02 Total: $48.16

1.63 # 46919 Refuse truck rear

Quantity: 128 UOM: EA Price: $46.40 Total: $5,939.20

1.64 # 46935 Air

Quantity: 350 UOM: EA Price: $6.82 Total: $2,387.00

1.65 # 49082 Cab a/c

Quantity: 123 UOM: EA Price: $11.03 Total: $1,356.69

1.66 # 49883 F-250 AF

Quantity: 61 UOM: EA Price: $10.11 Total: $616.71

1.67 # 49886 Air

Quantity: 237 UOM: EA Price: $41.98 Total: $9,949.26

1.68 # 51040 Oil

Quantity: 19 UOM: EA Price: $3.13 Total: $59.47

1.69 # 51056 Oil

Quantity: 11 UOM: EA Price: $6.61 Total: $72.71

1.70 # 51061 Oil

Quantity: 20 UOM: EA Price: $3.83 Total: $76.60

1.71 # 51085 Mg oil filter

Quantity: 462 UOM: EA Price: $3.40 Total: $1,570.80

1.72 # 51334 mower OF

Quantity: 72 UOM: EA Price: $3.86 Total: $277.92

1.73 # 51348 Oil

Quantity: 700 UOM: EA Price: $3.27 Total: $2,289.00

1.74 # 51365 M.O.F.

Quantity: 32 UOM: EA Price: $4.01 Total: $128.32

1.75 # 51372 Oil

Quantity: 900 UOM: EA Price: $3.58 Total: $3,222.00

1.76 # 51356 M.O.F

Quantity: 22 UOM: EA Price: $4.01 Total: $88.22

1.77 # 51394 Oil

Quantity: 53 UOM: EA Price: $3.52 Total: $186.56

1.78 # 51459 CAT OF

Quantity: 12 UOM: EA Price: $6.42 Total: $77.04

1.79 # 51515 Oil

Quantity: 19 UOM: EA Price: $3.37 Total: $64.03

1.80 # 51522 Oil

Quantity: 100 UOM: EA Price: $3.70 Total: $370.00

1.81 # 51551 MFH

Quantity: 36 UOM: EA Price: $4.89 Total: $176.04

1.82 # 51602 Oil

Quantity: 18 UOM: EA Price: $4.37 Total: $78.66

1.83 # 51516 Oil

Quantity: 125 UOM: EA Price: $3.23 Total: $403.75

1.84 # 51721 Hyd Filter

Quantity: 47 UOM: EA Price: $49.57 Total: $2,329.79

1.85 # 51734 Oil

Quantity: 52 UOM: EA Price: $10.20 Total: $530.40

1.86 # 51748 Oil

Quantity: 120 UOM: EA Price: $26.49 Total: $3,178.80

1.87 # 51749 Oil

Quantity: 291 UOM: EA Price: $14.16 Total: $4,120.56

1.88 # 51750 Refuse Truck

Quantity: 167 UOM: EA Price: $14.14 Total: $2,361.38

Supplier Notes: Supercede to 51751

1.89 # 51791 Oil

Quantity: 260 UOM: EA Price: $7.57 Total: $1,968.20

1.90 # 51792 Oil

Quantity: 200 UOM: EA Price: $11.81 Total: $2,362.00

1.91 # 51798 Oil

Quantity: 136 UOM: EA Price: $8.22 Total: $1,117.92

1.92 # 51801 Oil

Quantity: 72 UOM: EA Price: $14.60 Total: $1,051.20

1.93 # 57037 Oil

Quantity: 92 UOM: EA Price: $10.79 Total: $992.68

1.94 # 57182 Oil

Quantity: 192 UOM: EA Price: $7.75 Total: $1,488.00

1.95 # 57060 Oil

Quantity: 127 UOM: EA Price: $3.39 Total: $430.53

1.96 # 57243 Aux. sweepers oil filter

Quantity: 13 UOM: EA Price: $9.61 Total: $124.93

1.97 # 57314 Eng.oil filter

Quantity: 200 UOM: EA Price: $23.99 Total: $4,798.00

Supplier Notes: Motorcraft FL2016

1.98 #57750 Deere OF

Quantity: 1000 UOM: EA Price: $10.03 Total: $10,030.00

Supplier Notes: Supersede to 57750S

1.99 Section I: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA Total: 68%

Supplier Notes: 68% of items stocked in servicing store at 3318 Clark Boulevard, Laredo, TX, 78043; 91% stocked at among all 9 Laredo, TX locations; 100% stocked at DC located at 17269 Lookout Road, Selma, TX. 78154

2 Package Header

Section II: Automotive Parts - Belts, Hoses, & Cooling
(Belts, hoses, water pump, gasket, fan & clutch, thermostat, fan motors, switches, & related items)

Quantity: 1 UOM: PKG Total: *No response*

Package Items

2.1 Percent of Discount Offered

Quantity: 1 UOM: EA Total: 41%

Supplier Notes: List Less 41% or better

2.2 Section II: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA Total: 97%

Supplier Notes: Over 25,000 SKUs stocked at each O'Reilly store locations (9 in Laredo), and over 75,000 SKUs stocked at the Laredo District store, hundreds of thousands of SKUs stocked at DC in Selma, TX.

3 Package Header

Section III- Automotive Parts - Brakes, related items & wheel be a rings.

Quantity: 1 UOM: PKG Total: $37,104.28

Package Items

3.1 723 Brake, Shoe

Quantity: 20 UOM: EA Price: $33.84 Total: $676.80

Supplier Notes: BB 723

3.2 3030 Brake, Booster

Quantity: 20 UOM: EA Price: $58.48 Total: $1,169.60

Supplier Notes: BBH BTS3030LS

3.3 4148 Brake, Seal

Quantity: 200 UOM: EA Price: $7.95 Total: $1,590.00

Supplier Notes: NAT 4148

3.4 4160 Brake, Seal, Front, F250-F350

Quantity: 77 UOM: EA Price: $10.06 Total: $774.62

Supplier Notes: NAT 4160

3.5 7114 Brake, Pads Semi Metallic
Rear F 150

Quantity: 22 UOM: EA Price: $29.99 Total: $659.78

Supplier Notes: BB2 SM711

3.6 145076 Front Rotor Ranger

Quantity: 60 UOM: EA Price: $94.53 Total: $5,671.80

Supplier Notes: BBR 66558RGS

3.7 3W1Z1225AA Ford, Brake, Bearing

Quantity: 20 UOM: EA Price: $20.05 Total: $401.00

Supplier Notes: BCA 5707

3.8 86605 Ford, Brake, Seal

Quantity: 14 UOM: EA Price: $40.63 Total: $568.82

Supplier Notes: NAT 370047A

3.9 8C3Z1190A Ford, Brake, Seal

Quantity: 40 UOM: EA Price: $7.95 Total: $318.00

Supplier Notes: NAT 715084

3.10 91505 Brake, Seal

Quantity: 100 UOM: EA Price: $14.02 Total: $1,402.00

Supplier Notes: NAT 9150S

3.11 9864S Oil Seal

Quantity: 4 UOM: EA Price: $14.31 Total: $57.24

Supplier Notes: NAT 9864S

3.12 12 Brakes, Bearing

Quantity: 48 UOM: EA Price: $13.35 Total: $640.80

Supplier Notes: BCA A12

3.13 13 Brakes, Bearing

Quantity: 5 UOM: EA Price: $13.35 Total: $66.75

Supplier Notes: BCA A13

3.14 AIB Brakes, Bearing

Quantity: 40 UOM: EA Price: $10.50 Total: $420.00

Supplier Notes: BCA A1

3.15 A2 Brakes, Bearing

Quantity: 20 UOM: EA Price: $12.72 Total: $254.40

Supplier Notes: BCA A2

3.16 AS Brakes, Bearing

Quantity: 75 UOM: EA Price: $12.72 Total: $954.00

Supplier Notes: BCA A5

3.17 A6 Brakes, Bearing

Quantity: 75 UOM: EA Price: $14.67 Total: $1,100.25

Supplier Notes: BCA A6

3.18 EOA Z21498B Ford, Brakes, Brake Washer

Quantity: 25 UOM: EA Price: $5.36 Total: $134.00

Supplier Notes: BHH 15390

3.19 F67Z1SI I 77 ACA Ford, Axle, Seal

Quantity: 20 UOM: EA Price: $7.95 Total: $159.00

Supplier Notes: NAT 8660S

3.20 MKD1012 Brake, Pads, Rear

Quantity: 30 UOM: EA Price: $21.99 Total: $659.70

Supplier Notes: BB2 MKD1012

3.21 MKD1057AFM Rear Brakes, Rear Charger Severe Duty

Quantity: 20 UOM: EA Price: $21.99 Total: $439.80

Supplier Notes: BB2 MKD1057

3.22 MKD1058FM Brakes, Pads Front Charger 05-07

Quantity: 20 UOM: EA Price: $21.99 Total: $439.80

Supplier Notes: BB2 MKD1058

3.23 MKD1066 Brakes, FSS0 w/ Sensor

Quantity: 13 UOM: EA Price: $21.99 Total: $285.87

Supplier Notes: BB2 MKD1066

3.24 MKD067 Brake Pads

Quantity: 13 UOM: EA Price: $29.99 Total: $389.87

Supplier Notes: BB2 SM1067

3.25 MKD1068 Brakes, Rear Pads Ford 05-08

Quantity: 10 UOM: EA Price: $21.99 Total: $219.90

Supplier Notes: BB2 MKD1068

3.26 MKD1069 Brake, Pads, Front

Quantity: 10 UOM: EA Price: $29.99 Total: $299.90

Supplier Notes: BB2 SM1069

3.27 MKD1083 Brake, Pads, Front

Quantity: 39 UOM: EA Price: $29.99 Total: $1,169.61

Supplier Notes: BB2 SM1083

3.28 MKD679 Brake, Front Pads FIS0-200-2005

Quantity: 50 UOM: EA Price: $21.99 Total: $1,099.50

Supplier Notes: BB2 MKD679

3.29 MKD702 Brakes, Rear Pads (RAM 2500)

Quantity: 10 UOM: EA Price: $21.99 Total: $219.90

Supplier Notes: BB2 MKD702

3.30 MKD777FM Brakes, F450/550 99-07 WO/SENSOR

Quantity: 10 UOM: EA Price: $21.99 Total: $219.90

Supplier Notes: BB2 MKD777

3.31 MKD785 Brake, Pads, Front

Quantity: 15 UOM: EA Price: $29.99 Total: $449.85

Supplier Notes: BB2 SC785

3.32 MKD824 Brakes, Pads F350 Front

Quantity: 35 UOM: EA Price: $21.99 Total: $769.65

Supplier Notes: BB2 MKD824

3.33 MKD833 Brake, Pads, Front, Ran

Quantity: 80 UOM: EA Price: $29.99 Total: $2,399.20

Supplier Notes: BB2 SM833

3.34 M KD931FM Brake, Pads, Titanium Metallic C.V.

Quantity: 48 UOM: EA Price: $29.99 Total: $1,439.52

Supplier Notes: BB2 SM931

3.35 MKD932FM Brakes, Pads, Titanium Metallic C.V.

Quantity: 36 UOM: EA Price: $29.99 Total: $1,079.64

Supplier Notes: BB2 SM932

3.36 PRTS258 Rear Rotor F350 Super Duty

Quantity: 10 UOM: EA Price: $80.21 Total: $802.10

Supplier Notes: BBR 66798RGS

3.37 PRT5519 Brake Front, Rotor

Quantity: 21 UOM: EA Price: $118.41 Total: $2,486.61

Supplier Notes: BBR 680178RGS

3.38 PRTSS20 Ford FRT Rotor 7 Stud 2WD FISO

Quantity: 10 UOM: EA Price: $134.65 Total: $1,346.50

Supplier Notes: BBR 680179RGS

3.39 PRT565 1 Brakes, Front Rotors H.D. Dodge Mag/Cha

Quantity: 12 UOM: EA Price: $143.50 Total: $1,722.00

Supplier Notes: PFC 342.055.01

3.40 PRT5739 Brakes, Rea r Rotor Dodge Mag/Char Rd

Quantity: 12 UOM: EA Price: $150.93 Total: $1,811.16

Supplier Notes: PFC 348.067.01

3.41 RS704 Brakes, Rear Shoes

Quantity: 4 UOM: EA Price: $27.79 Total: $111.16

Supplier Notes: BB 704

3.42 RS705 Brakes, Rear Shoes

Quantity: 4 UOM: EA Price: $31.27 Total: $125.08

Supplier Notes: BB 705

3.43 RS745 Brake, Emergency Brakes

Quantity: 4 UOM: EA Price: $24.80 Total: $99.20

Supplier Notes: BB 745

3.44 Section III: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA Total: 88%

Supplier Notes: The rest available through the DC servicing the 9 Laredo store locations.

4 Package Header

Section IV: Brakes/Miscellaneous Brake Parts

Quantity: 1 UOM: PKG Total: *No response*

Package Items

4.1 Percent of Discount Offered

Quantity: 1 UOM: EA Total: 41%

Supplier Notes: List less 41% or better

4.2 Section IV: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA Total: 97%

Supplier Notes: Over 25,000 SKUs stocked at each O'Reilly store locations (9 in Laredo), and over 75,000 SKUs stocked at the Laredo District store, hundreds of thousands of SKUs stocked at DC in Selma, TX.

5 Package Header

Section V: Automotive Parts - Chassis& Steering
(Shocks & struts, suspension parts, steering parts, power steering hose & pump s, power steering kits & seals, front springs, rear springs, & related• items)

Quantity: 1 UOM: PKG Total: *No response*

Package Items

5.1 Percent of Discount Offered

Quantity: 1 UOM: EA Total: 41%

Supplier Notes: List less 41% or better

5.2 Section V: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA Total: 97%

Supplier Notes: Over 25,000 SKUs stocked at each O'Reilly store locations (9 in Laredo), and over 75,000 SKUs stocked at the Laredo District store, hundreds of thousands of SKUs stocked at DC in Selma, TX.

6 Package Header

Section VI: Automotive Parts- Drive Train
(Transmission filters & parts, U & CV joints, drive axle parts, wheel bearings & seals, clutch & flywheel, & related items)

Quantity: 1 UOM: PKG Total: *No response*

Package Items

6.1 Percent of Discount Offered

Quantity: 1 UOM: EA Total: 41%

Supplier Notes: List less 41% or better

6.2 Section VI: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA Total: 97%

Supplier Notes: Over 25,000 SKUs stocked at each O'Reilly store locations (9 in Laredo), and over 75,000 SKUs stocked at the Laredo District store, hundreds of thousands of SKUs stocked at DC in Selma, TX.

7 Package Header

Section VII: Automotive Parts- Electrical
(Alternators & generators, starter, solenoid, relay & switches, battery cables, charging system parts, starting system parts, lamps, flashers, coils, modules, & other ignition parts and related items)

Quantity: 1 UOM: PKG Total: *No response*

Package Items

7.1 Percent of Discount Offered

Quantity: 1 UOM: EA Total: 41%

Supplier Notes: List less 41% or better

7.2 Section VII: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA Total: 97%

Supplier Notes: Over 25,000 SKUs stocked at each O'Reilly store locations (9 in Laredo), and over 75,000 SKUs stocked at the Laredo District store, hundreds of thousands of SKUs stocked at DC in Selma, TX.

8 Package Header

Section VIII: Automotive Parts- Exhaust
(Exhaust system, clutch & flywheel, and related items)

Quantity: 1 UOM: PKG Total: *No response*

Package Items

8.1 Percent of Discount Offered

Quantity: 1 UOM: EA Total: 41%

Supplier Notes: List less 41% or better

8.2 Section VIII: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA Total: 97%

Supplier Notes: Over 25,000 SKUs stocked at each O'Reilly store locations (9 in Laredo), and over 75,000 SKUs stocked at the Laredo District store, hundreds of thousands of SKUs stocked at DC in Selma, TX.

9 Package Header

Section IX: Automotive Parts: Fuel & Emission-Cat Converter, NOX, DPF, etc.

Quantity: 1 UOM: PKG Total: *No response*

Package Items

9.1 Percent of Discount Offered

Quantity: 1 UOM: EA Total: 41%

Supplier Notes: List less 41% or better

9.2 Section IX: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA Total: 97%

Supplier Notes: Over 25,000 SKUs stocked at each O'Reilly store locations (9 in Laredo), and over 75,000 SKUs stocked at the Laredo District store, hundreds of thousands of SKUs stocked at DC in Selma, TX.

10

Package Header

Section X: Automotive Parts: Heating & Air Condition
(Heater valves, heater cores, blower motors, AC heater switch & relay, AC Compressor, clutch, Idler assembly, AC compressor parts, AC filter, valve condenser, evaporator, AC hose/bet, and related items)

Quantity: 1 UOM: PKG Total: *No response*

Package Items

10.1 Percent of Discount Offered

Quantity: 1 UOM: EA Total: 41%

Supplier Notes: List less 41% or better

10.2 Section X: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA Total: 97%

Supplier Notes: Over 25,000 SKUs stocked at each O'Reilly store locations (9 in Laredo), and over 75,000 SKUs stocked at the Laredo District store, hundreds of thousands of SKUs stocked at DC in Selma, TX.

11

Package Header

Section XI: Automotive Parts: Ignition
(Engine filters, spark plugs, tune-up & ignition, coils, modules, ignition wires, and related items)

Quantity: 1 UOM: PKG Total: *No response*

Package Items

11.1 Percent of Discount Offered

Quantity: 1 UOM: EA Total: 41%

Supplier Notes: List less 41% or better

11.2 Section XI: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA Total: 97%

Supplier Notes: Over 25,000 SKUs stocked at each O'Reilly store locations (9 in Laredo), and over 75,000 SKUs stocked at the Laredo District store, hundreds of thousands of SKUs stocked at DC in Selma, TX.

12

Package Header

Section XII: Automotive Parts: Lamps Bulbs, Flashers & Switches (Body switches & relay, sealed beams, lamps & flashers, and related items)

Quantity: 1 UOM: PKG Total: *No response*

Package Items

12.1 Percent of Discount Offered

Quantity: 1 UOM: EA Total: 41%

Supplier Notes: List less 41% or better

12.2 Section XII: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA Total: 97%

Supplier Notes: Over 25,000 SKUs stocked at each O'Reilly store locations (9 in Laredo), and over 75,000 SKUs stocked at the Laredo District store, hundreds of thousands of SKUs stocked at DC in Selma, TX.

13 Package Header

Section XIII: Automotive Parts: Shocks & Struts
(Front spring, rear springs, shocks & struts, steering parts, suspension parts, and related items)

Quantity: 1 UOM: PKG Total: *No response*

Package Items

13.1 Percent of Discount Offered

Quantity: 1 UOM: EA Total: 41%

Supplier Notes: List less 41% or better

13.2 Section XIII: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA Total: 97%

Supplier Notes: Over 25,000 SKUs stocked at each O'Reilly store locations (9 in Laredo), and over 75,000 SKUs stocked at the Laredo District store, hundreds of thousands of SKUs stocked at DC in Selma, TX.

14 Package Header

Section XIV: Automotive Parts: Wipers, Blades, Arms & Motors
(Body switch & relays, wipers, arms & related items)

Quantity: 1 UOM: PKG Total: *No response*

Package Items

14.1 Percent of Discount Offered

Quantity: 1 UOM: EA Total: 41%

Supplier Notes: List less 41% or better

14.2 Section XIV: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA Total: 97%

Supplier Notes: Over 25,000 SKUs stocked at each O'Reilly store locations (9 in Laredo), and over 75,000 SKUs stocked at the Laredo District store, hundreds of thousands of SKUs stocked at DC in Selma, TX.

15 Package Header

Section XV: Automotive Parts: Service Lubricants
(Grease tubes, B-12 WD40 adhesive, black silicone starting fluid related items)

Quantity: 1 UOM: PKG Total: *No response*

Package Items

15.1 Percent of Discount Offered

Quantity: 1 UOM: EA Total: 41%

Supplier Notes: List less 41% or better

15.2 Section XV: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA Total: 97%

Supplier Notes: Over 25,000 SKUs stocked at each O'Reilly store locations (9 in Laredo), and over 75,000 SKUs stocked at the Laredo District store, hundreds of thousands of SKUs stocked at DC in Selma, TX.

16 Package Header

Section XVI: Automotive Parts: Brake Disc Pads, Rotors, Caliper s for Emergency Vehicles Only - Police Package. *****Only acceptable brands for this section: Raybestos, Bendix or approved equal****.

Quantity: 1 UOM: PKG Total: $62,199.30

Package Items

16.1 Front Disc Pads #ATD931P w / abutment kit

Quantity: 100 UOM: Sets Price: $69.69 Total: $6,969.00

Supplier Notes: PFC 0931.20

16.2 Rear Disc Pads #ATD1040AP w/ abutment kit

Quantity: 100 UOM: Sets Price: $58.46 Total: $5,846.00

Supplier Notes: PFC 1040.20

16.3 Rotors #RB680110

Quantity: 100 UOM: EA Price: $154.75 Total: $15,475.00

Supplier Notes: PFC 287.056.01

16.4 Rotors #RB680129

Quantity: 100 UOM: EA Price: $162.56 Total: $16,256.00

Supplier Notes: PFC 305.045.01

16.5 Front Calipers# RC11381P

Quantity: 10 UOM: EA Price: $73.53 Total: $735.30

Supplier Notes: BHH 18B840

16.6 Front Calipers #RC11382P

Quantity: 10 UOM: EA Price: $73.53 Total: $735.30

Supplier Notes: BHH 18B4841

16.7 Rear Calipers #RC11821P

Quantity: 10 UOM: EA Price: $53.47 Total: $534.70

Supplier Notes: BHH 18-1850

16.8 Rear Calipers #RC11822P

Quantity: 10 UOM: EA Price: $53.47 Total: $534.70

Supplier Notes: BHH 18-4851

16.9 Front Disc Pads #ATD1057P w/abutment kit

Quantity: 40 UOM: Sets Price: $54.90 Total: $2,196.00

Supplier Notes: PFC 1767.20

16.10 Rear Disc Pads #ATD1058P w/abutment kit

Quantity: 40 UOM: Sets Price: $48.06 Total: $1,922.40

Supplier Notes: PFC 1766.20

16.11 Rotors #780256P

Quantity: 60 UOM: EA Price: $143.50 Total: $8,610.00

Supplier Notes: PFC 342.055.01

16.12 Front Calipers #RC11701P

Quantity: 5 UOM: EA Price: $80.21 Total: $401.05

Supplier Notes: BHH 18B5016

16.13 Front Calipers #RC11702P

Quantity: 5 UOM: EA Price: $80.21 Total: $401.05

Supplier Notes: BHH 18B5017

16.14 Rear Calipers #RC11767P

Quantity: 20 UOM: EA Price: $79.14 Total: $1,582.80

Supplier Notes: BHH 18B4992A

16.15 Section XVI: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA Total: 71%

Supplier Notes: The rest available through the DC servicing the 9 Laredo store locations.

17 Package Header

Section XVII: Automotive Parts: Package 2015 Ford Explorer SUV Police*****

Quantity: 1 UOM: PKG Total: $45,397.60

Package Items

17.1 Front Disc #ATD1508SV w/abutment kit

Quantity: 100 UOM: Sets Price: $68.89 Total: $6,889.00

Supplier Notes: PFC 1611.20

17.2 Rear Disc Pads #ATD1377SV w/abutment kit

Quantity: 100 UOM: Sets Price: $66.30 Total: $6,630.00

Supplier Notes: PFC 1612.20

17.3 Rot or s Frt. #680758R

Quantity: 100 UOM: EA Price: $147.06 Total: $14,706.00

Supplier Notes: PFC 350.047.01

17.4 Rotors RR #68686R

Quantity: 100 UOM: EA Price: $134.65 Total: $13,465.00

Supplier Notes: PFC 343.039.01

17.5 Front Calipers #RC12051

Quantity: 10 UOM: EA Price: $92.39 Total: $923.90

Supplier Notes: BHH 18B5468

17.6 Front Calipers #RC12052

Quantity: 10 UOM: EA Price: $92.39 Total: $923.90

Supplier Notes: BHH 18B5469

17.7 Rear Calipers RC12563P

Quantity: 10 UOM: EA Price: $92.99 Total: $929.90

Supplier Notes: BHH 18V5466

17.8 Rear Calipers RC12564P

Quantity: 10 UOM: EA Price: $92.99 Total: $929.90

Supplier Notes: BHH 18B5467

17.9 Section XVII: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA Total: 50%

Supplier Notes: The rest available through the DC servicing the 9 Laredo store locations.

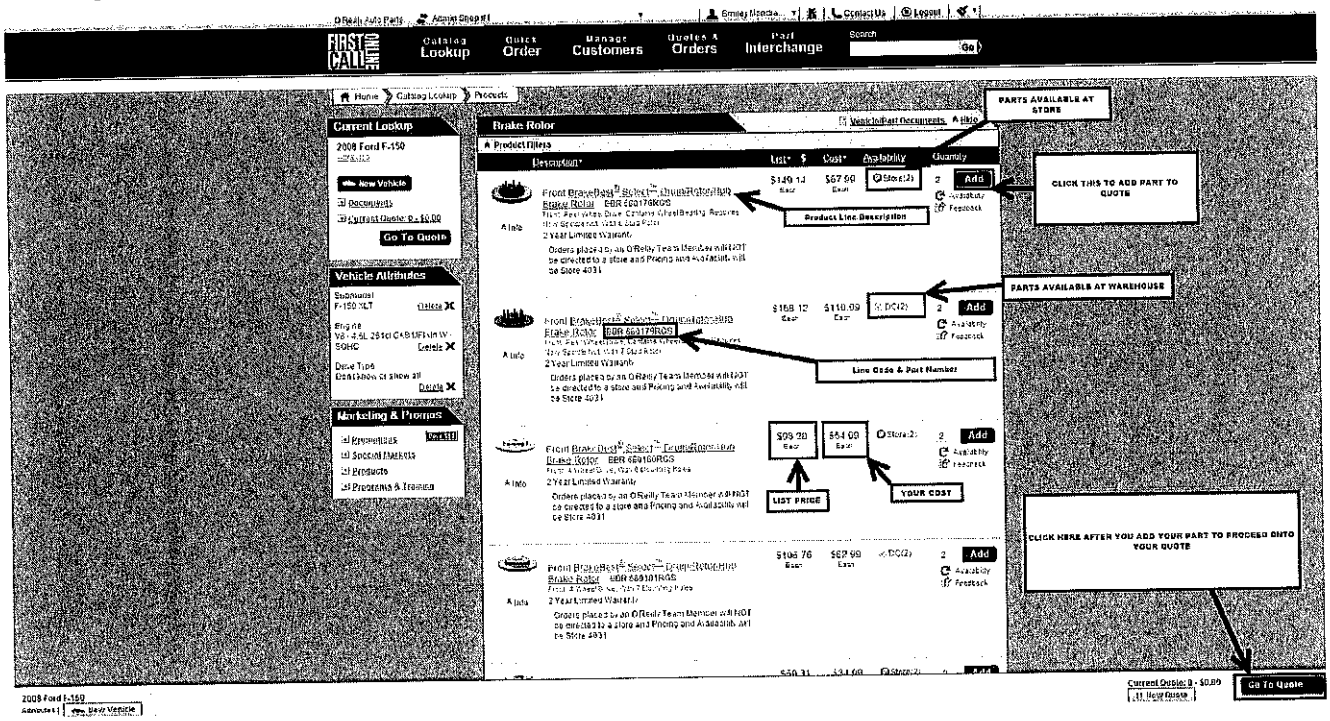
Response Total: $299,468.83

Pricing/Catalog

In place of printed price sheets, O'Reilly Auto Parts would like to use our on-line catalog lookup and ordering system, FirstCall Online. Below you will be provided with a brief set of instructions for the FirstCall Online website.

1) Please navigate your browser to www.firstcallonline.com
2) Log into the customer portal
3) From this point you can look up parts by application, interchange, etc.
4) For any technical assistance please call: 1-800-934-2451.

The catalog discount will be list price less 41% or better. The cost column will reflect the purchasing entity's price with all discounts.



Warranty

O'Reilly will pass through all available manufacturer's warranties. Because all O'Reilly store locations are corporately owned, warranty claims and replacements can be processed at any O'Reilly Auto Parts location. Warranty details are provided for each part in the online catalog.

Transportation Terms

Delivery and "hot shot" services available at no charge. Transportation terms shall be FOB Destination, shipped by O'Reilly company vehicle. In cases of factory order items, standard shipping rates will apply.

Payment Terms and Invoices

Standard terms for Prompt Payment Discount are 2% 10th, net 20 excluding credit card payments.

Distribution

Distribution will be made by a local O'Reilly Store location, by a company delivery truck.

Core Charges

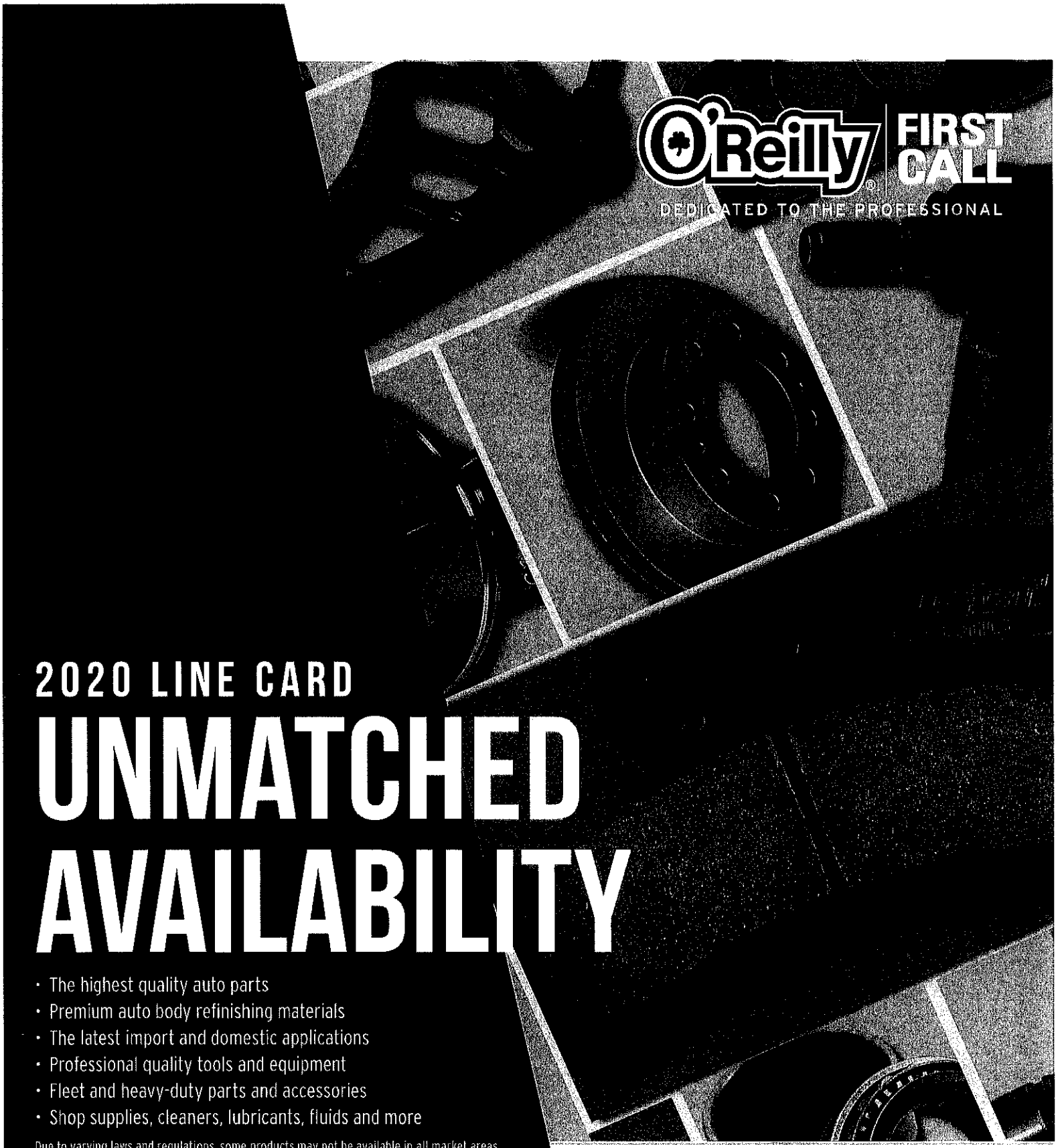
Core pick-ups will occur as needed, hourly, daily, or weekly. O'Reilly will tailor the pick-up schedule to the needs of each agency. Cores will be credited on the same day they are received. Any core that is damaged or returned in an otherwise non-rebuildable condition will be billed to the customer at the manufacturer's listed core price.

Delivery Time

Normal delivery time for most stocked items is 1 hour. Non-stocked items are usually delivered the next business day. Emergency items usually follow the same guidelines, but are also handled on a case by case basis. Delivery is available only for locations within 10 miles of an O'Reilly location.

Return Policy

O'Reilly will return any item that was purchased through the contract for full credit that has been purchased in the last thirty days, and is unused, undamaged, in its original packaging and in resalable condition. Otherwise, a restocking fee of 20% may apply at Store Manager's discretion. All returns will be picked up within seven days of notification, by writing, fax, or email.



2020 LINE CARD

UNMATCHED AVAILABILITY

- The highest quality auto parts
- Premium auto body refinishing materials
- The latest import and domestic applications
- Professional quality tools and equipment
- Fleet and heavy-duty parts and accessories
- Shop supplies, cleaners, lubricants, fluids and more

Due to varying laws and regulations, some products may not be available in all market areas.

PARTS | PAINT & BODY | FLEET | TOOLS | CHEMICALS

MAKE US YOUR FIRST CALL FOR ALL YOUR REPAIR NEEDS

QUALITY AUTO PARTS

Air Conditioning

Dorman Products	A/C Bypass Pulleys
	Temp Actuators
Import Direct	Blower Motors
	Compressors
Interdynamics	Oils & Refrigerants
Murray	Accumulators
	Blower Motors
	Compressors
	Condensers
	Hose Assemblies
	Receiver/Driers
Standard	Relays & Resistors
Tracer Products	Leak Detection

Brakes

AGS	Brake Lines & Fittings
Bosch	Brake Rotors
BrakeBest	Brake Boosters
	Brake Cables
	Brake Calipers
	Brake Hardware
	Brake Hoses
	Brake Pads
	Caliper Brackets
	Heavy-Duty Brake Parts
	Heavy-Duty Brake Shoes
	Reman Master Cylinders
	Wheel Cylinders & Kits
BrakeBest Select	Brake Pad Wear Sensors
	Brake Pads & Shoes
	Ceramic Brake Pads
	Brake Drums
	New Master Cylinders
	Brake Rotors
Cardone	ABS Modules
Dorman Products	ABS Sensors & Tone Rings
EBC	Motorcycle Brake Pads
	Motorcycle Brake Rotors
Import Direct	Brake Pad Wear Sensors
KIC	MD/HD Drums
MICO	Brake Locks
Performance Friction	Brake Rotors
	Motorcycle Brake Pads
	Severe-Duty Brake Pads
Standard	ABS Sensors
Wagner	OEx Brake Pads
	ThermoQuiet Brake Pads

Chassis

Dorman Products	Torsion Bars
Import Direct	Chassis Parts
	Control Arms
	Steering & Suspension
MasterPro	Control Arms/Chassis Parts
MOOG	Chassis Parts
Precision	Control Arms
Specialty Products	Alignment Products

Cooling

FLEX-A-LITE	Fans
Gates	Belt Tensioners
	Belts & Hoses
	Hydraulic Hose & Fittings
Import Direct	Blower Motors
	Cooling Fan Assemblies
	Fan Clutches
	Water Pump Kits
	Water Pumps
MasterPro	Belts & Hoses
	Hose Clamps
	Water Pumps
Murray	Blower Motors
	Cooling Fan Assemblies
	Fan Clutches
	Heater Cores
	Water Pumps
	Radiator Caps
	Radiators
	Thermostats
	Water Pump Kits
VDO	Fan Motors

Driveline

BCA	Bearings
Dorman Products	CV Boots
	Differential Covers
	Knuckle Hub Assemblies
	Transfer Case Motors

Driveline (continued)

Import Direct	New CV Shafts
MasterPro	Bearings & Seals
	Hub Assemblies
	U-Joints & CV Shafts
National	Seals
Pioneer	Accelerator, Detent, Clutch, Speedometer & Shift Cables
	AT Flexplates
	AT Overhaul Kits, Gaskets and Parts
	Flywheel Shims
Power Torque	Axle Kits
	Clutch Hydraulics
	Clutches & Flywheels
	Complete Rear Axles
	Complete Transmissions
	Differential Parts & Kits
	Filter Kits
	Ring & Pinion Kits
	Transfer Cases
Precision	Carrier Bearings
	Hub Assemblies
	New ATV CV Shafts
	New CV Shafts
	New Drive Shafts
	U-Joints
Spicer	4x4 Offroad Products
	HD U-Joints
	Ring & Pinion Kits
	U-Joints

Electrical

Bestest	Alternators
	Starters
Conduct-Tite	Accessories
	Butt Connectors
	Electrical Testing Tools
	Terminals
	Wiring
Dorman Products	Climate Control
	Hybrid Batteries
	Instrument Clusters
	Switches
Import Direct	Coil On Plug Boots
	Wire Sets
Littelfuse	Circuit Breakers
	Fuses
	SGF Smart Glow
Lockworks	Ignition Locks
Novita	Flashers
	Lighting Modules
Performance Tools	Multimeters
Standard	Battery Cables & Accessories
	Primary Wire Switches
	Switches & Sensors
Super Start	AG, Lawn & Garden Batteries
	AGM Batteries
	Automotive Batteries
	Battery Accessories
	Booster Cables
	Commercial Batteries
	Emergency Lighting Batteries
	Floor Scrubber Batteries
	Golf Cart Batteries
	Marine Batteries
	Powersports Batteries
Ultima	Alternators
	Starters
Ultima Select	Coil On Plug Boots
	New Alternators
	New Starters
	Wire Sets
Wilson	Alternators
	Starters

Engine

Clevite	Bearings
Cloyes	Timing components
Crankshaft Rebuilders	Remanufactured Crankshaft Kits
Dorman Products	Drain Plug Gaskets
	Drain Plugs
	Fluid Lines
	Fluid Reservoirs
	Harmonic Balancers
	Manifolds - Intake & Exhaust
	Timing Covers
	VVT Components
Fel-Pro	Gaskets
Gates	Timing Belt Kits
Mahle	Gaskets
	Pistons & Rings
Melling	Camshafts
	Oil Pumps
	Valvetrain Components

Engine (continued)

Power Torque	Cylinder Heads
	Engines
	Motor Mounts
Prime Line	Small Engine Parts
Spectra Premium	Oil Pans

Engine Management

ACDelco	Glow Plugs
	Ignition
	Spark Plugs
	Wire Sets
Autolite	Glow Plugs
	Spark Plugs
Blue Streak Electronics	Mass Air Flow Sensors
Bosch	Glow Plugs
	Oxygen Sensors
	Spark Plugs
Cardone	Distributors
	Electronics/ECMs
	Smog Pumps
	Vacuum Pumps
Champion	Spark Plugs
Denso	Oxygen Sensors
	Spark Plugs
Dorman Products	Accelerator Pedal Position Sensors
	Air Filter Boxes
	Air Intake Hoses
	Camshaft Synchronizers
	Instrument Clusters
	Smog Pumps
	Spark Plug Tubes
	Vacuum Pumps
E3	Spark Plugs
Import Direct	Coil On Plug Boots
	Engine Management Sensors
	Ignition Coils
	Wire Sets
MasterPro	Electronics/ECMs
	Ignition
MicroGard	PCV Valves
Motorcraft	Glow Plugs
	Ignition
	Spark Plugs
NGK	Glow Plugs
	Spark Plugs
NTK	Oxygen Sensors
OmniSpark	Wire Sets
Spectra Premium	Ignition Distributors
Standard/Intermotor	Engine Management Sensors
	Ignition
Ultima Select	Coil-on Plug Boots
	Wire Sets

Exhaust

Bosal	Mufflers
Dorman Products	Exhaust Manifolds
MagnaFlow	Cat Backs
	Catalytic Converters
Nickson	Chrome Tips
	Exhaust Accessories
Spectre Performance	Stainless Tips
Thrush	Performance Mufflers
Walker	Exhaust Accessories
	Exhaust Pipe
	Mufflers
	Resonators

Exterior Accessories

Auto Ventshade	Bug Shields
	Vent Visors
Budge	Car Covers
Custom Accessories	Wheel Covers
Dorman Products	Bolts & Nuts
	Door Handles
	Door Hardware
Extang	Tonneau Covers
K-Source	Exterior Mirrors
	Replacement Glass
Lund	Fender Flares
	Nerf Bars
	Tonneau Covers
	Truck Steps
Stabilus	Lift Supports

Filters

AC Delco	Air Filters
	Fuel Filters
	Oil Filters
Bosch	Oil Filters
K & N	Air Filters
	Cabin Air Filters
	Cold Air Intake Filters
	Oil Filters

TRICO ROBINAIR BOSCH Invented for life FEL-PRO TRANSTAR AUTOBODY TECHNOLOGIES, INC. ACDelco ULTIMA WAGNER

Filters (continued)

MicroGard	Air Filters
	Cabin Air Filters
	Fuel Filters
	Oil Filters
Mobil 1	Oil Filters
Mopar	Oil Filters
Motorcraft	Air Filters
	Fuel Filters
	Oil Filters
Power Torque	Transmission Filter Kits
Premium Guard	Oil Filters
Prime Line	Small Engine Filters
Pro-Tec	Oil Filters
Royal Purple	Oil Filters
Sierra	Marine Filters
WIX	Air Filters
	Cabin Air Filters
	Fuel Filters
	Hydraulic Filters
	Oil Filters

Fuel

Bosch	Throttle Bodies
Cardone	Throttle Bodies
Dorman Products	Fuel Lines
	Throttle Bodies
Gates	Fuel Hoses
Hitachi	Throttle Bodies
Import Direct	Fuel Pumps
	Throttle Bodies
Precision	Fuel Pumps
	Fuel Filler Necks
	Fuel Tank Straps
	Fuel Tanks
	Sending Units
Standard/Intermotor	Fuel Injectors
	Injector Pumps
	Throttle Bodies
Stant	Fuel Caps
Tomco	Carburetors

Interior Accessories

Cardone	Window Lift Motors
Custom Accessories	Floor Mats
	Heavy-Duty Seat Covers
Dorman Products	Clock Springs
	Gauges
	Impact Sensors
	Interior Door Handles
	Power Seat Motors
	Tachometers
	Vent Window Motors
	Window Lift Motors
	Window Regulators
	Window Switches
Stabilus	Lift Supports

Lighting

ANZO	Performance Lighting
Dorman Products	Lighting Assemblies
Ecco	Safety Lighting
Eiko Lighting	Emergency Lighting
	Headlight Capsules
	Mini-Bulbs
nVision	Fog Lights
	Driving Lights
	LED Light Bars
Optronics	Trailer Lights
Sylvania	Headlight Capsules
	HID Bulbs
	LED Mini-Bulbs
	Mini-Bulbs
	Sealed Beams
TYC	Lighting Assemblies
Wolo	Safety & Emergency Lighting

Ride Control

Arnott	Air Suspension
KYB	Shocks
	Struts
MasterPro	Complete Strut Assemblies
Monroe	Complete Strut Assemblies
	Shocks
	Struts
Rancho	Shocks

Steering

Cardone Select	New Power Steering Pumps
Dorman Products	Intermediate Steering Shafts
	Steering Knuckles
	Sway bars

Steering (continued)

Import Direct	Power Steering Hose
MasterPro	Fittings
	Pumps & Gears
	Rack & Pinions
	Steering Gears
MOOG	Steering Parts
Precision	Power Steering Hose

Tire & Wheel

Dorman Products	Wheel Studs & Nuts
Laclede	Tire Chains
Perfect Equipment	Wheel Weights
Schrader	TPMS Sensors
VDO	TPMS Sensors
X-tra Seal	Tire Repair Products
	Valve Stems

Visibility

Bosch	Wiper Blades
Cardone	Wiper Motors
Dorman Products	Wiper Transmissions/Arms
Eiko Lighting	Bulbs
K-Source	Interior/Exterior Mirrors
Rain-X	Wiper Blades
Sylvania	Bulbs
Trico	Wiper Blades/Arms
	Washer Pumps

FLEET & HEAVY-DUTY

Air Conditioning

Murray	Blower Motors
	Climate Control

Brakes

Bendix	Brake Pads
BrakeBest Heavy-Duty	Air Dryers
	Air Valves
	Brake Boosters
	Brake Calipers
	Brake Chambers
	Brake Hardware
	Brake Hoses
	Brake Pads
	Brake Shoes
	Compressors
	Master Cylinders
	Spring Brakes
	Trailer Brakes
	Wheel Cylinders
	Wheel Cylinder Kits
BrakeBest Select	Brake Drums
	Electric Trailer Brake Shoes
	Brake Rotors
Cardone	Brake Boosters
	Brake Calipers
Gates	Air Brake Tubing
	Fittings
Globetech Mfg.	HD Brake Parts
	Trailer Parts
KIC	Brake Drums
MICO Incorporated	Brake Locks
Performance Friction	Air Disc Brakes
	Severe-Duty Pads
	Severe-Duty Rotors
Tectran	Air Products
Wagner	Brake Pads
World American	Brake Hardware

Chassis

MOOG	Chassis

Cooling

Dorman Products	Coolant Tanks
	Coolant Tubes
Gates	Belts
	Hoses
	HD Belt Tensioners
Hayden	Fans
Murray	Cooling Fan Assemblies
	Gaskets
	Radiator Caps
	Thermostats
	Water Pumps

Diesel Exhaust Fluid

O'Reilly	Diesel Exhaust Fluid
Peak	Blue DEF Diesel Exhaust Fluid
	Diesel Exhaust Fluid Equipment

Drivetrain

Dual Dynamics	Tire Equalizers
Monroe	Shocks
National	Bearings
	Hub Caps
	Installation Tools
	Seals
Perfect Equipment	Wheel Weights
Power Torque	AT / MT Transmissions
	Clutch Kits
	Transfer Cases
Precision	PTO Components
	U-Joints
	Yokes
Schrader	TPMS
Spicer	Off Road
	U-Joints
	Yokes
World American	Air Springs
	Clutches
	Wheel Attaching Parts

Electrical

Standard	Battery Accessories
	Battery Cables
	Primary Wire
	Switches & Relays
Cole-Hersee	Electrical Parts
Conduct-Tite	Butt Connectors
	Switches
	Terminals
Littelfuse	Circuit Breakers
	Fuses
	SGF
Novita	Flashers
Super Start	Batteries
	Battery Accessories
	Booster Cables
	Commerical Batteries
Tectran	Electrical Products
Wilson	Alternators
	DC Motors
	Starters

Engine

Clevite	Engine Kits
Dorman Products	Harmonic Balancers
Fel-Pro	Gaskets
FP Diesel	Diesel Engine Components
	Diesel Engine Kits
LKQ	Engine Kits
Power Torque	Motor Mounts
Sealed Power	Engine Kits
SPI	Oil Pans
Zerostart	Engine Heaters

Engine Management

Autolite	Glow Plugs
Cardone	Injectors/Turbos
Champion	Glow Plugs
Dorman Products	Instrument Clusters
Import Direct	Ignition Wires
Standard	Ignition and Switches
	Relays
	Solenoids
Ultima Select	Wire Sets

Exhaust

Cardone	Diesel Particulate Filter (DPF)
Dorman Products	Diesel Particulate Filter (DPF)
MagnaFlow	Catalytic Converters
Nickson	Exhaust Accessories
ROL-Tech	Exhaust Accessories
Walker	Exhaust Mufflers & Pipes

Exterior Accessories

Belmor	Bug Screens
	Grille Covers & Screens
	Hood Deflectors
	Storage Boxes
	Window Deflectors
	Winterfronts
Dorman HD Parts	Door Handles
	Headlights
	Hood Springs
Globetech Mfg.	Mud Flaps
K-Source	Mirrors
Tectran	Air Tanks

CLOYES · BRAKEBEST HD · WIX · WILSON · nason finishes · DORMAN · bondo · HEIN-WERNER AUTOMOTIVE

Filters
MicroGard	PCV
WIX Filters	Air Filters
	Cabin Filters
	Fuel Filters
	Oil Filters

Fuel
Gates	Fuel Hoses
Howes	Diesel Fuel Supplement
Lucas	Diesel Additives
Peak	BlueDEF Diesel Additives
Power Service	Diesel Additives
Standard	Fuel Injectors
	Injector Pumps
Stant	Fuel Caps

Interior Accessories
Carrand	Fans
Dorman HD Parts	Door Handles
	Fans

Lighting
Dorman Products	Lighting Assemblies
Ecco	Safety Lighting
Eiko Lighting	Headlight Capsules
	Mini-Bulbs
Optronics	Trailer Lighting
Sylvania	Headlight Capsules
	LED Mini-Bulbs
	Mini-Bulbs
	Sealed Beams
Unity	Vehicle Spot Lights
Wolo	Emergency Lighting

Lubrication
BP Autran Oil	Allison-approved Synthetic ATF
Chevron	Delo HD Diesel Engine Oil
Lucas Oil	Fuel Additives
	Gear Oil
	Grease
	Hydraulic Fluid
	Oil Additives
Green Grease	Grease
MasterPro	Grease
Mobil	Delvac HD Diesel Engine Oil
	Grease
Motorcraft	HD Diesel Engine Oil
Mystik	Grease
	HD Diesel Engine Oil
Royal Purple	Grease
Shell	Rotella HD Diesel Engine Oil
Valvoline	Grease
	Premium Blue HD Diesel Engine Oil

Ride Control
Monroe	Cab Shocks
	HD Shocks
World American	Air Bags
	Suspension

Steering
Dorman Products	Air Bag Clock Springs
MasterPro	Pumps & Gears
	Racks & Pinions
Monroe	Steering Stabilizers
MOOG	Steering
Specialty Products	Alignment Products

Towing & Cargo Management
Ancra	HD Cargo Management
BrakeBest	Trailer Brakes
Hopkins	Towing Adapters
	Towing Connectors
Master Lock	Towing Security
Reese	Ball Mounts
	Balls
	Cargo Management
	Trailer Brake Controllers
	Trailer Hitches
	Towing Security
Tekonsha	Trailer Brake Controllers
Wolo	Backup Alarms

Visibility
Cardone	Window Motors
	Wiper Motors
Eiko Lighting	Bulbs

Visibility (continued)
K-Source	Mirrors
	Replacement Glass
	West Coast Mirrors
Orion	Flares
Rain-X	Windshield Washer Fluid
	Wiper Blades
Trico	Washer Pumps
	Wiper Blades
Sylvania	Bulbs
Windex	Windshield Washer Fluid

PAINT, BODY & EQUIPMENT

Abrasives
3M	Abrasives
Homax	Steel Wool
MasterPro Refinishing	Abrasives

Adhesives & Sealants
3M	Adhesives
	Metal Bonding
	Plastic Repair
	Structural Adhesives
SEM	Adhesives
U-Pol	Adhesive Sealants

Body Fasteners
Disco	Automotive Hardware
Heli-Coil	Pop Rivets

Body Fillers
3M	Spreaders
Bondo	Fillers
	Spreaders
Clausen	Fillers
Dynatron	Body Supplies
Evercoat	Fillers
	Putties
MasterPro Refinishing	Body Plastics
U-Pol	Body Fillers

Detailing
3M	Compounds
Gerson	Tack Rags
MasterPro Refinishing	Compounding Pads
	Polishing Pads
Meguiar's	Cleaners
	Foam Pads
	Polishes
	Waxes
Mothers	Appearance Products
RBL Products	Detailing Products
Sontara	Wiping Systems
Superior Products	Cleaning Products
	Detailing Products

Masking Paper & Tape
3M	Striping Tape
Marson	Wheel Maskers
MasterPro Refinishing	Masking Papers
	Plastic Sheeting
RBL Products	Masking Products

Paint Guns & Accessories
3M	PPS - Adapters, Cups & Lids
Binks	Spray Equipment
DeVilbiss	Spray Equipment
SATA	Spray Equipment
Sharpe	Spray Equipment
Vaper	Paint Guns

Paint Mixing/Measuring
E-Z Mix	Mixing Buckets
	Mixing Cups
Gerson	Paint Strainers

Preps & Primers
Clausen	Primers
MasterPro Refinishing	Primers
	Reducers
	Thinners
Nason	Primers
	Reducers
Transtar	Primers
	Reducers
U-Pol	Primers

Safety & Protection
3M	Eye Protection
	Fresh Air Supply
	Respirators

Safety & Protection (continued)
SAS Safety Corp	Eye/Face Protection
	Hearing Protection
	Latex/Nitrile Gloves
	Spray Hoods

Shop Equipment
AFC Finishing Systems	Mix Rooms
	Paint Booths
	Prep Stations
Blackhawk	Porto-Power
Challenger	Lifts
Champion	Air Compressors
Chief	Dent Repair
	Frame Pullers
	Spot Welder
Cyclone	Air Paint Shakers
Firepower	Plasma Cutters
	Welding Accessories
	Welding Helmets
	Welding Tools
Infratech	Curing Systems
Milton	Filters
	Gauges
	Lubricators
	Regulators
Motor Guard	Air Dryers
	Stud Guns
Robinair	A/C Equipment
Rotary	Lifts
Save Phace Welding	Welding Helmets & Accessories
Sharpe	Air Filters
Uni-Ram	Gun Cleaners
Viledon	Booth Filters

Specialty Coatings
Dupli-Color	Specialty Paint
Evapo-Rust	Rust Remover
Herculiner	Bed Liners
Klean-Strip	Paint Remover
Mar-Hyde	Body & Paint Supplies
MasterPro Refinishing	Paint Stripper
SEM	Paint & Body Products
	Specialty Paint
U-Pol	Bed Liners

Tools
Hutchins	Air Tools
	Hand Sanders
Ingersoll Rand	Air Tools
Keysco	Body Shop Tools
	Masking Machines
Milton	Air Accessories
Performance Tool	Air Tools
	Heat Guns
Pro MotorCar	Paint Thickness Gauge
	Prep Pen
	Touch Up Brushes
RBL Products	Air Accessories
S & G Tool Aid	Body Shop Tools
Steck Manufacturing	Body Shop Tools
Sunex	Air Tools
Titan Tools	Hand & Specialty Tools

Topcoats & Clearcoats
(Available in select markets)
Axalta	Refinishing Products
Dupli-Color	Aerosol Paint
	Touch-Up Paints
Krylon	Aerosol Paint
MasterPro Refinishing	Activators
	Clears
Nason	Refinishing Products
PPG	Refinishing Products
SEM	Vinyl Paints
Sikkens	Refinishing Products
Spies-Hecker	Refinishing Products
Standox	Refinishing Products
Transtar	Refinishing Products
U-Pol	Refinishing Products

Visibility
K-Source	Mirrors
Motormite	Headlight Adjusters
TYC	Lenses
	Lighting Assemblies
Unity	Vehicle Spot Lights

Gates LINCOLN Lisle OTC Ingersoll Rand HOFMANN SATA SUPER START MONROE

TOOLS & EQUIPMENT

Diagnostics

Autel	Diagnostic Tools
Auto Meter	Test Equipment
Bosch	Diagnostic Tools
GreatNeck	Smoke Machines
Innova	Diagnostic Tools
Mahle	Diagnostic Tools
Midtronics	Test Equipment
OTC	Diagnostic Tools
Pro Flex	Smoke Machines
Redline	Diagnostic Tools
Smoke Pro	Diagnostic Tools

Shop Equipment

ACDelco	Air Compressors
	Creepers
	Lifting Equipment
	Work Carts
ALC	Sand Blasters
Ammco	Brake Lathes
Ancra	Cargo Management
Battery Tender	Battery Chargers
Bayco	Extension Cords
	Reel Lights
	Shop Lights
BendPak/Ranger	Balancers
	Brake Lathes
	Lifts
	Pipe Benders
	Shop Equipment
	Tire Changers
Binks	Spray Equipment
Blackhawk	Creepers
	Lifting
	Shop Presses
Branick	Nitrogen Machines
	Strut Compressors
Camspray	Pressure Washers
CEMB	Aligners
	Tire Changers
	Wheel Balancers
Challenger	Lifts
Champion	Compressors
Chemfree	Parts Washers/Smart Washers
Chief	Frame Machines
	Measuring Systems
	Welders
Chilton	Labor & Repair Manuals
COATS	Lifts
	Tire Changers
	Wheel Balancers
COOL-SPACE	Portable Cooling
Crushproof	Shop Exhaust Systems
Custom Leathercraft	Work Gloves
DeVilbiss	Spray Equipment
Durham MFG	Cabinets
EnergyLogic	Fans
	Heaters
Extreme Tools	Toolboxes
Fill-Rite	Transfer Pumps & Meters
Firepower	Welding
Flexzilla	Air Hoses
	Air Tools
	Extension Cords
Forward Lift	Lifts
GreatNeck	Evaporative Coolers
	Fans
Hein-Werner	Creepers
	Lifting
	Shop Presses

Shop Equipment (continued)

Heli-Coil	Riveters
	Thread Repair Kits
Highland	Aluminum Ramps
Hofmann	Aligners
	Brake Lathes
	Lifts
	Tire Changers
	Wheel Balancers
Homak	Toolboxes
Hopkins	Funnels & Drain Pans
IPA	Specialty Tools
Ken-Tool	Bench Vises
	Tire & Wheel Tools
Lanair	Shop Heaters
Legacy	Air Compressors
	Air Hose
	Air Reels
Lincoln Industrial	Lubrication
	Oil Drains
Lisle	Creepers
	Specialty Tools & Equipment
Magna Torch	Torches
Mahle	A/C Equipment
	Engine Service Equipment
Master Lock	Locks
Mechanix Wear	Gloves
Mityvac	Tools & Test Equipment
Milton Industries	Air Fittings
MotorVac	Vehicle Service Equipment
Mr Heater	Forced-Air Heaters
Murray	A/C Tools & Equipment
OEM	Fans
OTC	Shop Equipment
Peak	Inverters
Portacool	Evaporative Coolers
Power Torque	Air Compressors
Pro-Cut	On-the-Car Brake Lathe
Pulsar	Generators
	Pressure Washers
Reese	Cargo Securing
RhinoGear	Ramps
Robinair	A/C Equipment
	Coolant Service Equipment
Rotary	Lifts
SAS Safety Corp.	Gloves
	Safety Products
SATA	Spray Equipment
Save Phace Welding	Welding Helmets & Accessories
Schumacher	Booster Packs
	Professional Battery Chargers
Sharpe	Spray Equipment
Sunex	Air Tools
	Lift Equipment
	Work Carts
Terralux	LED Worklights
TIF Instruments	A/C Instruments
Traxion	Creepers
Wesco	Drum Dollies

Tools

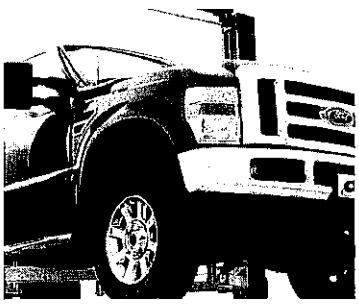
Century Drill & Tool	Drill Bits
	Taps & Dies
GearWrench	Specialty Tools
Ingersoll Rand	Air Tools
Kastar/Lang	Hand & Specialty Tools
Mayhew	Chisels
	Pry Bars
	Punches
Motor Guard	Air Dryers
	Stud Guns

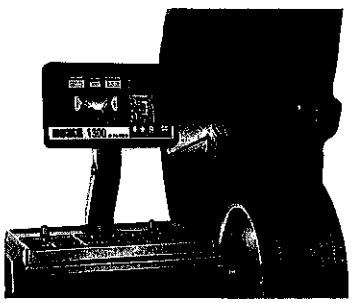
Tools (continued)

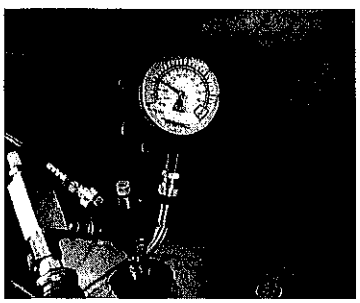
OTC	Specialty Tools
Performance Tool	Air Tools
	Specialty Tools
Power Torque	Hand Tools
	Power Tools
S & G Tool Aid	Specialty Tools
Sheffield	Knives
Specialty Products	Alignment Tools
Sunex	Air Tools
	Impact Sockets
Titan Tools	Hand & Specialty Tools
Tracer	Leak Detection Tools
UltraSteel	Hand & Specialty Tools
Vaper	Blow Guns
	Paint Guns
Whistler	Inspection Cameras
X-Tra Seal	Air Accessories
	Tire Repair
	TPMS Tools

SHOP SUPPLIES

303 Products	Appearance Chemicals
3M	Paint and Body Products
Aiken Chemicals	Purple Power Degreasers
	Purple Power Hand Cleaners
AlumaSeal	Chemicals
Armor All	Protectants
Bar's Leaks	Additives
Bardahl	Chemicals
Beck/Arnley	Antifreeze
	Hydraulic Fluid
	Motor Oil
Berryman	Chemicals
Black Magic	Bleche Wite
Blue Devil	Sealants
Blue Magic	Appearance Chemicals
Bondo	Body Supplies
BrakeBest	Brake Fluid
	Brake Parts Cleaner
Brite Touch	Paint
Carrand	Wash Brushes
Castrol	Gear Oil
	Motor Oil
Champion Brands	Motor Oil
Chevron	Fuel Additives
	Delo Motor Oil
CRC	Chemicals
Crushproof Tubing	Exhaust to Outside of Shop
Damon	Fuel Tank Liner
Dupli-Color	Spray Paint
Eagle One	Appearance Chemicals
EP Minerals	Oil Absorbent
Evap-O-Rust	Rust Remover
Fenco	Drawer Liners
	Fender Covers
Fix-A-Flat	Aerosol Tire Inflators
Fluid Film	Corrosion Control and Lubricant
FPPF	Diesel Additives
Free All	Lubricants
Gasgacinch	Sealers
Gasoila	Sealants
Gates	Hose Clamps
Georgia-Pacific	Washroom Paper Towels
GOJO	Hand Cleaners
Gorilla Glue	Epoxy
	Super Glue
	Tape
Green Grease	Synthetic Grease
Gumout	Chemicals







MasterPro Moog National Wheel End Components CARDONE EVERCOAT PFC IMPORTDIRECT OF REPLACEMENT PARTS POWER TORQUE SAS SAFETY CORP

Shop Supplies (continued)

Gunk	Chemicals
	Floor Cleaners
Heet	Chemicals
Hot Shot's Secret	Diesel Additives
Howes	Diesel Additives
Hy-Per Lube	Additives
Interdynamics	A/C Refrigerants & Service
Irontite	Cooling System & Fuel System Flush
	Sealant
J-B Weld	Adhesive Sealers
	Cold Weld
	Epoxies
Joe's	Hand Cleaners
Johnsen's	Chemicals
K&W	Chemicals
K-Seal	Sealant
Klean-Strip	Chemicals
Kleen-Flo	Chemicals
Krylon	Spray Paint
Legacy Manufacturing	Flexzilla Air Hoses
Lifter-1	Cleaner
LubeGard	Power Steering Fluid
	Transmission Additives
Lubriplate	Grease
Lucas Oil	Chemicals
	Diesel Additives
	Grease
	Marine Lubricants
	Motor Oil
	Slick Mist - Detailers
Marvel Oil	Additives
MasterPro	2 & 4 Cycle oil
	Bar Chain Oil
	Chemicals
	Gear Lube & Grease
	Gear Oil
Mechanix Wear	Gloves
Meguiar's	Cleaners
	Foam Pads
	Odor Eliminators
	Polishes
	Waxes
Mercury Quick Silver	Marine Lubricants
Milton	Air Couplers and Fittings
Mobil 1	Delvac Motor Oil
	Motor Oil - Synthetic
	Grease
Mothers	Appearance Chemicals
Motorcraft	Brake Fluid & Additives
	Motor Oil
	Transmission Fluid
Motorkote	Oil Additives
Mystik	Grease
	Motor Oil
	Marine Lubricants
National	Tape
Nature's Broom	Bio-based Oil Dry
No Touch	Tire Care
Nu Finish	Polish
O'Reilly	Antifreeze
	Brake Fluid
	Brake Parts Cleaner
	Car Wash
	Carb & Choke Cleaner
	Diesel Exhaust Fluid
	Fuel Injector Cleaner
	Hydraulic Fluid
	Motor Oil
	Power Steering Fluid
	Transmission Fluid
	Windshield Washer Fluid
Oil-Dri	Oil Absorbent Products
PB B'laster	Lubricants
	Parts Wash
	Penetrants
Peak	Antifreeze
	Blue DEF Diesel Exhaust Fluid
	Blue DEF Diesel Additives
	Final Charge Antifreeze
	Fleet Charge Antifreeze Diesel
Pennzoil	Motor Oil
Pentosin	Antifreeze
	Brake Fluid
	Hydraulic Fluid
	Transmission Fluid

Shop Supplies (continued)

Perfect Equipment	Wheel Weights
Permatex	Adhesive Sealers
	Hand Cleaner
	Sealing Products
Petoskey Plastics	Paper Floor Mats
	Steering Wheel Covers
	Value Seat Covers
Power Service	Diesel Additives
Prestone	Antifreeze
	Brake Fluid
	Chemicals
	Power Steering Fluid
Profong	Oil Additives
Pure Guard	Brake Fluid
	Hydraulic Fluid
	Motor Oil
	Transmission Fluid
Rain-X	Additives
	Appearance Chemicals
	Windshield Washer Fluid
Red Line	Gear Oil
Restore	Engine Additives
Rislone	Additives
Royal Purple	Additives
	Transmission Fluid
	Chemicals
	Grease
	Motor Oil
SAS Safety Corp.	Gloves
	Safety Equipment
Schroeder & Tremayne	Applicators
	Brushes
	Detailing Cloths
	Hose Nozzles
	Microfiber Towels
	Shop Towels (Viking)
	Sponges
	Wash Mitts
Scott	Paper Products
Sea Foam	Additives
Shell	Rotella Motor Oil
Simple Green	Cleaners
	Degreaser
Slick 50	Oil & Fuel Additives
Slime	Tire Sealer
Sprayway	Glass Cleaner
STA-BIL	Fuel Additives & Stabilizers
Sta-Lube	Grease
	Lubricants
Stanadyne	Diesel Additives
Stoner	Appearance Chemicals
STP	Chemicals
SuperClean	Cleaning Products
Superior Products	Detailing/Cleaning Products
Talsol Corp	Cleaners
Traction Melt	Ice Melt
TruFuel	Pre-mixed Fuel (40:1 & 50:1)
	4-Cycle Oil
Tub O' Scrub	Hand Cleaner
Tub O' Towels	Heavy-Duty Cleaning Wipes
Turtle Wax	Appearance Chemicals
	Odor Eliminators
Valvoline	Chemicals
	Grease
	Motor Oil
	Transmission Fluid
VersaChem	Sealants & Adhesives
VHT	Paint
WD-40	Lubricants
Windex	Windshield Washer Fluid
Winter-Eez	RV Antifreeze
Xtra Seal	Tire Repair
Zerex	Antifreeze/Coolants
Z-Max	Oil Additives

SPECIALTY PRODUCTS

Agriculture

ANCRA	HD Cargo Management
BrakeBest Select	Electric Trailer Brake Shoes
	Trailer Brake Assemblies & Parts
Fel-Pro	Gaskets
Fill-Rite	Transfer Pumps, Meters & Nozzles
Gates	Belts
	Hoses
	Hydraulics
Goldenrod	Fluid Transfer Filters
Hoppy	Trailer Accessories
Krylon	Farm & Implement Paint
MasterPro	Bearings & Seals
	Trailer Hubs
Mile Marker	4 X 4 Locking Hubs
	Winches
Murray	A/C Compressors
	Radiators
	Water Pumps
National	Bearings & Seals
Optronics	Tractor Lighting
	Trailer Lighting
Peak	Diesel Exhaust Fluid
	Diesel Exhaust Fluid Equipment
Precision	U-Joints & PTO Components
Reese	Towing
Super Start	Batteries
SpeeCo	Draw Bars & Pins
	Hitch Pins
TeraPump	Drum Pumps
	Fuel Transfer Pumps
Wilson	Alternators
	Starters
WIX	Air Filters
	Cabin Filters
	Fuel Filters
	Oil Filters
	Hydraulic Filters

Performance

Accel Ignition
AEM Filters
Airaid Filters
Auto Meter Gauges
Auto Racing Product (ARP)
B&M Transmission Kits
BBK Performance
Bilstein Shocks & Struts
Bully Dog Programmers
Comp Cams
Design Engineering
Edelbrock
Edge Products Programmers
Energy Suspension
Equus Gauges
FLEX-A-LITE Fans
Flowmaster Exhaust
Flowtech Exhaust
Grant Steering Wheels
Holley
Hurst Shifters
Hypertech Performance Programmers
Intellitronix
K&N Filters
Mallory Ignition
Marshall Genuine Products
Mr. Gasket Performance
MSD Ignition
Performance Friction
Pertonix
Russell
Spectre Performance
Superchips
Trail Master Shocks
VDO Gauges

Marine

Attwood Marine Products
Dual-Marine Radios & Speakers
Kidde-Marine Fire Extinguishers
Mercury QuickSilver Marine Lubricants
Sierra Marine Products
Valterra RV Accessories
Wilson Starters & Alternators, Trim & Tilt Motors
WIX Filters

O'Reilly Auto Parts

Laredo, TX Locations

Store	Address	City	ST	Zip	Phone	Fax
479	302 WEST CALTON ROAD	LAREDO	TX	78041-3502	(956)726-9871	(956) 726-0709
537	820 GUADALUPE	LAREDO	TX	78040-5211	(956)727-4456	
1243	4019 SAN BERNARDO AVENUE	LAREDO	TX	78041-4442	(956)717-1840	(956) 791-6460
1248	2903 EAST SAUNDERS	LAREDO	TX	78041-5458	(956)722-4834	(956) 728-1383
1436	4001 JAIME ZAPATA MEM HWY	LAREDO	TX	78043-4849	(956)725-5063	(956) 727-9431
1702	9109 MCPHERSON RD UNIT 10	LAREDO	TX	78045-6554	(956)795-8841	(956) 795-0021
1866	3318 CLARK BOULEVARD	LAREDO	TX	78043-3346	(956)712-9118	(956) 712-9348
4708	5102 US HWY 83	LAREDO	TX	78046-0000	(956)791-0388	(956) 728-7516
5508	9708 FM 1472	LAREDO	TX	78045-8757	(956)413-7680	(956) 728-7762

Memorandum of Liability Insurance

Effective 02/26/2021

PRODUCER

Willis Towers Watson Midwest, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191

THIS MEMORANDUM IS ISSUED AS A MATTER OF INFORMATION ONLY TO AUTHORIZED VIEWERS FOR THEIR INTERNAL USE ONLY AND CONFERS NO RIGHTS UPON ANY VIEWER OF THIS MEMORANDUM OTHER THAN THOSE PROVIDED FOR IN THE POLICY. THIS MEMORANDUM DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE DESCRIBED BELOW. THIS MEMORANDUM MAY ONLY BE COPIED, PRINTED AND DISTRIBUTED WITHIN AN AUTHORIZED VIEWER AND MAY ONLY BE USED AND VIEWED BY AN AUTHORIZED VIEWER FOR ITS INTERNAL USE. ANY OTHER USE, DUPLICATION OR DISTRIBUTION OF THIS MEMORANDUM WITHOUT PRIOR WRITTEN CONSENT IS PROHIBITED.

INSURED

O Reilly Automotive Stores, Inc., O Reilly Auto Enterprises, LLC and its subsidiaries
233 South Patterson Ave
Springfield, MO, USA 658022298

COMPANIES AFFORDING COVERAGE

COMPANY A ACE Property & Casualty Insurance Company
COMPANY B AIU Insurance Company
COMPANY C National Union Fire Insurance Company of Pittsburgh
COMPANY D New Hampshire Insurance Company
COMPANY E XL Insurance America Inc

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT W ITH RESPECT TO WHICH THIS MEMORANDUM 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.

GENERAL LIABILITY

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
C	■ COMMERCIAL GENERAL LIABILITY	6547051	03/01/2021	03/01/2022	EACH OCCURRENCE	$	2,000,000
	[ ] CLAIMS-MADE ■ OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER				MED EXP (Any one person)	$	0
	■ POLICY [ ] PROJECT [ ] LOC				PERSONAL & ADV INJURY	$	2,000,000
	[ ] OTHER				GENERAL AGGREGATE	$	2,000,000
					PRODUCTS - COMP/OP AGG	$	2,000,000

AUTO LIABILITY

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
C	■ ANY AUTO	6890203	03/01/2021	03/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
C	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS	6890204	03/01/2021	03/01/2022	BODILY INJURY (Per person)	$	
C	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS ONLY	6890205	03/01/2021	03/01/2022	BODILY INJURY (Per accident)	$	
					PROPERTY DAMAGE (Per accident)	$	

UMBRELLA/EXCESS LIABILITY

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	■ UMBRELLA LIAB ■ OCCUR	XEU G71496855 003	03/01/2021	03/01/2022	EACH OCCURRENCE	$	1,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE				AGGREGATE	$	1,000,000
	[ ] DED ■ RETENTION 50,000						

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
B	ANY PROPRIETOR/PARTNER/EXECUTIVE No	065885739	03/01/2021	03/01/2022	■ PER STATUTE [ ] OTHER		
B	OFFICER/MEMBER EXCLUDED?	065885740	03/01/2021	03/01/2022	E.L. EACH ACCIDENT	$	1,000,000
B	(Mandatory in NH) If yes, describe	065885741	03/01/2021	03/01/2022	E.L. DISEASE - EA EMPLOYEE	$	1,000,000
D	under DESCRIPTION OF OPERATIONS	065885742	03/01/2021	03/01/2022	E.L. DISEASE - POLICY LIMIT	$	1,000,000
C	below	1647264	03/01/2021	03/01/2022			

ADDITIONAL COVERAGE

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
E	Real Property	US00078190PR21A	03/01/2021	03/01/2022		$2,500,000
	Business Personal Property					$1,000,000
	BI				Actual Loss for 12 Mo	

ADDITIONAL INFORMATION

Additional Insured status for General Liability and Automobile Liability when required by written contract.
Waiver of Subrogation when required by written contract and allowed by law.

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
REQUEST FOR PROPOSAL

AUTOMOTIVE PARTS
FLEET DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed proposals, subject to the Terms and Conditions of this Request for Proposal and other contract provisions, for awarding a two-year contract for the supply of automotive parts for the City of Laredo 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 proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on May 27, 2021; and all proposals received will be opened and publicly acknowledged at 10:00 AM at the Office of the City Secretary on May 28, 2021.**

Hand delivered proposals are to be submitted in a sealed envelope clearly marked:

Proposal: Automotive Parts – Fleet Department
FY21-068

Proposal can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx	Hand Delivered: **City of Laredo – City Secretary** **C/O Jose A. Valdez Jr.** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all proposals, and to waive any minor irregularities.

MANUAL PROPOSAL DROP-OFF PROCEDURES

NOTE: Manual Proposals will only be accepted the first 45 minutes of the hour before they are due. For example, if proposal is due at 4:00, proposals will only be accepted between 3:00 and 3:45 p.m.

1. Please make sure that the proposal is in a sealed envelope marked with the following:
   - Name of Proposal
   - Name of Company submitting Proposal
   - Address of Company submitting Proposal
2. Place Proposal Envelope on table right inside the door on the Houston Street side of City Hall. The receptionist will call the City Secretary's office to pick up.
3. If you need a copy of the time-stamped envelope, you will need to wait outside until we pick the envelope up, go back up to the 3rd floor to time-stamp the envelope, make a copy of it and bring it back to you.

Thank you for your understanding and help at this time of trying to stay healthy and safe.
City Secretary's Office

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed proposals, subject to the Terms and Conditions of this Request for Proposal and other contract provisions for awarding a two-year contract for the supply of automotive parts for the City of Laredo 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 Proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on May 27, 2021** and all proposals received will be **opened** and publicly acknowledged on **May 28, 2021 at 10:00 AM.**

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City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all proposals, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 5th DAY OF MAY 2021.

Jeffrey R. Frankel
for: Jose A. Valdez Jr.
City Secretary

Terms and Conditions Request for Proposals

TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail. A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

GENERAL CONDITIONS Vendors are required to submit Proposals upon the following expressed conditions:

(a) Vendors shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation.

(b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF PROPOSALS. Proposals will be prepared in accordance with the following:

(a) All information required by the proposal form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.

(d) Proposed delivery time must be shown and shall include business days.

(e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

3.0 SUBMISSION OF HAND DELIVERED PROPOSALS

(a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to:
City of Laredo, City Secretary's Office,
City Hall Third Floor, 1110 Houston Street.

(b) Proposals forms can be downloaded and printed through Cit-E-Bid. Mailed Proposals (i.e. USPS, FedEx, UPS), telegraphic, or facsimile proposal will not be considered.

(c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense.

(d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity proposals may be requested by the City.

(e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.

4.0 REJECTION OF PROPOSALS The City may reject a proposal if:

(a) Vendor misstates or conceals any material fact in the proposal.

(b) Proposal does not strictly conform to the law or the requirements of the proposal.

(c) Vendor is in arrears on existing contracts or taxes with the City of Laredo.

(d) If proposals are conditional. Vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications.

(e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any proposal.

5.0 WITHDRAWAL OF PROPOSALS Proposals may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE PROPOSALS OR MODIFICATIONS Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

7.0 CLARIFICATION AND PROTEST PROCEDURE

(a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo If the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to:

CITY OF LAREDO PURCHASING AGENT
Miguel A. Pescador,
5512 Thomas Avenue,
Laredo, Texas 78041
mpescador@ci.laredo.tx.us

Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Reponses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.

(b) For solicitations for goods and non-professional services valued at more than $50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of proposal notices, deadlines, proposal acknowledgement, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award.

All protests regarding the proposal solicitation process must be submitted in writing by certified mail to:
CITY OF LAREDO PURCHASING AGENT
Miguel A. Pescador
5512 Thomas Avenue
Laredo, Texas 78041
mpescador@ci.laredo.tx.us
Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

8.0 VENDOR DISCOUNTS

(a) Percentage discounts within a certain period of time will be accepted but cannot be used in RFP evaluations. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

(a) ANNUAL SERVICE CONTRACT: The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT The contract will be **awarded by sections and based on (Best Value)** as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code. There will be a Primary and (3) Secondary vendors for this contract.

If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not to be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be set forth in the purchase order and/or formal contract agreement when applicable.

The City shall give written notice to the Vendor if any of the following conditions exist:

(1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal;

(2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or,

(3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on proposal schedule.
All invoices shall be mailed to:
Accounts Payable Office
City Hall, P.O. Box 210,
Laredo, Texas 78042.

(d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us
For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

12.0 INSURANCE REQUIREMENTS

If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with ~~original copies~~ proof 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:

I. The City of Laredo shall be ~~named~~ covered 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.

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham proposal or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said proposal price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

13.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this proposal for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) ****Upon Award of Proposal Only****

13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure:

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

Request for Proposal
Automotive Parts

15.0 Scope of Work

The City of Laredo is requesting proposal pricing from qualified vendors for awarding a two-year contract for the supply of automotive parts for the Fleet Department. Copies of the proposal specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

15.1 All questions for this proposal shall be submitted through Cit-E-Bid or by email no later than, May 14, 2021, 2:00 PM to:
Email: ealdape@ci.laredo.tx.us

15.2 For additional questions regarding these specifications please contact:

Contact	Phone#	Email
Ron Miller	(956) 727-6455	rmiller@ci.laredo.tx.us

16.0 General Conditions:

16.1 Bidders are required to submit their proposals upon the following expressed conditions:

Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

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.

17.0 General Specifications

Only those proposals from known manufacturers or their franchised dealers will be accepted so as to maintain a level of quality parts and also, to keep "downtime" to a minimum. Bidder must fill in the necessary information pertaining to discounts, price list, and a schedule shall be provided before the proposal is awarded.

18.0 Requirements

18.1 When contractor cannot abide by the terms and conditions in fulfilling his contract, contractor must supply the materials, service or vehicles from other sources at the contract price. If contractor delays in providing the service or supplies, the City of Laredo reserves the right to purchase on the open market ~~and charge the contractor the difference between contract price and purchase price~~.

18.2 All proposal prices must be quoted FOB, freight included, 1102 Bob Bullock Loop, Laredo, Texas 78043. Bidders may be required to submit manufacturer's latest catalog or descriptive literature describing all parts included as part of proposal prior to an award of contract.

18.3 Pickup & delivery: Successful bidder must provide pick-up and delivery of automotive parts during regular working hours between 8:00a.m. and 5:00 p.m. to Fleet Management Shop located at 1102 Bob Bullock Loop, Laredo, Texas 78043. Delivery of automotive parts must be within 5 working days after receipt of order! Excessive delays in time of delivery may be cause to cancel contract!

19.0 Qualifications of Bidder

The successful bidder will be required to maintain a parts inventory, and will provide delivery service with all parts packaged in new, unopened container. Repackaging will not be accepted!

20.0 Qualified Brands

General Motors	Ford	Motorcraft	Mopar
Monroe	Carter	Purolator	Perfect Circle
Champion	Phillips	Four Seasons	McCord
Cloves	Standard	Precision	Federal
Wagner	TRW	Delco	Fel Pro
NSK	Dayco	Goodyear	Victor
Fram	Timken	Westinghouse	Hayden
Arrow	Sylvania	Hastings	NAPA
Fleet guard	Donaldson	Bendix	United Raybestos
Baldwin	Gates	Wix	Performance Friction

21.0 Catalog

Manufacturer's latest catalog and descriptive literature describing all types of tires and tubes the bidder is bidding on must be supplied upon request by the City of Laredo Purchasing Department.

22.0 Purchases

Automotive parts will be purchased on a per-need basis. The City's needs shall govern the amount of parts purchased throughout the contract period. All quantities indicated on this proposal document are estimates only. Actual quantities to be purchased may exceed of may be lower than quantities specified.

23.0 Contract Provisions

23.1 Proposal quantities are estimates only. The City of Laredo reserves the right to purchase more or less than the quantities indicated on the price schedule. The price schedule shall be used for evaluation purposes.

23.2 An annual contract purchase order will be issued for each City agency authorized to place orders against this annual contract. The contract purchase order will not list individual items or prices. Vendor must have the contract purchase order before making any delivery.

23.3 All invoices must be submitted in duplicate and show each purchase order number. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All items must show unit prices or otherwise specified. If prices are based on discounts from list, then the list prices, the "plus" in terms of percentage, and net unit prices, extensions and net total prices must be shown.

23.4 Revision of ~~Manufacturer's~~ O'Reilly price list(s): The proposal will be based on ~~manufacturer's~~ O'Reilly latest dated price list (s). Said price list(s) must denote the manufacturer, latest effective date and price schedule. It is agreed that any published price list(s) may be superseded or replaced during the contract period ~~only if the manufacturer for industry-wide use publishes such list(s).~~

23.5 All subject price lists should be submitted with this proposal and shall become a part hereof. However, if in the opinion of the City Purchasing Agent, it is impractical for bidder to include published price lists as part of this proposal and to furnish any price lists and/or written changes as required herein, bidder shall permit the Purchasing Agent or his authorized representatives to inspect the pertinent published price lists and/or written changes in the office of the bidder or at any other location approved by both parties. However, if the City Purchasing Agent approves said price list(s) other than the manufacturer's price list(s), said price list(s) must denote the company name, effective date and price schedule. ~~It is agreed that any price list provided other than the manufacturers may not be superseded or replaced during the contract period.~~

24.0 Award of Contract

Submission and award of this proposal shall be based on the "Terms and Conditions of the Request for Proposals", which is attached and is part of these specifications and shall be **awarded by sections** using Best Value and the criteria listed in the proposal specifications to responsive responsible bidder or bidders, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. **There will be one primary and three secondary vendors for this contract.**

25.0 Evaluation Criteria

The City will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected respondent is subject to the action of the City of Laredo City Council.

26.1 Negotiations may be conducted with responsible Proposer who submits a proposal determined to be reasonably susceptible of being selected for award. All Proposers will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

In determining the ***best value*** for the City of Laredo the following factors shall be considered in accordance with the corresponding weights, in evaluating the proposals. The following factors shall be considered in accordance with the corresponding weights, in evaluating the proposals:

Sections	Criteria	Max Points
I	Pricing & % Discount (28.0 & 36.0)	50
II	Past Performance (29.0)	10
III	Percentage of stocked item# (30.0)	20
IV	Local Service & Delivery Time (31.0)	20
	Total	100

Rating of Definitions for 10 point Method

%	**Rating**	**Definition**
0	Unsatisfactory	Does not satisfy criteria in specifications.
10	Very Poor to Unsatisfactory	
20	Very Poor	Meets elements of some criteria minimally.
30	Poor to Very Poor	
40	Poor	Meets some criteria at minimum acceptable level.
50	Average to Poor	
60	Average	Adequately meets most criteria.
70	Good to Average	
80	Good	Exceeds minimum criteria.
90	Very Good	Provides benefits to the entity in addition to all required criteria.
100	Excellent	Exceeds all required criteria and provides additional benefits in most areas.

Evaluation Form (Example)

Sections	Criteria	Max Points	Weighted %	Points x Weight
I	Pricing & % Discount (28.0 & 36.0)	50	50%	25.00
II	Past Performance (29.0)	10	60%	6.00
III	Percentage of stocked item# (30.0)	20	80%	16.00
IV	Local Service & Delivery Time (31.0)	20	70%	14.00
			Total Score	**61.00**

27.0 Required Submittals

The City of Laredo will be utilizing best value evaluation criteria to select the contract vendor (s). You are asked to respond to the following questions and provide concise responses to these questions. Do include boilerplate marketing brochures or informational documents with your responses. **Documentation can be uploaded on to Cit-E-Bid.**

28.0 Section I- Pricing & Discount (50 Points)

Provide a detailed cost schedule by line item and or section. You may bid on all or some of the sections described in this bid request. The contract vendor will be required to provide the City of Laredo's Purchasing Division with the most current cost price schedule. The City has listed a core list of general automotive products. Contract pricing is requested on the listed items.

No exceptions or substitutes are permitted. Vendors must provide contract pricing for the exact items listed in the schedule.

Sham pricing will result in disqualification of the proposal submittal.

29.0 Section II - Past Performance (10 Points)

Indicate the number of automotive service contracts that your company has performed during the past five years with governmental agencies. Provide the owner's name and telephone number, a brief description of the awarded contract and the contract value for each contract award.

Explain your return merchandise procedures and policy.

Has your company been disqualified or debarred from participating in any RFP's/Bids in the last 5 years? If yes, please provide details.

30.0 Section III - Percentage of stocked item on hand (20 Points)

Provide percentage of stocked items for each section of this proposal.

Section	Percentage	Section	Percentage
I	%	IX	%
II	%	X	%
III	%	XI	%
IV	%	XII	%
V	%	XIII	%
VI	%	XIV	%
VII	%	XV	%
VIII	%	XVI	%

31.0 Section IV - Local Service & Delivery Time (20 Points)

Does your company have a local operation where parts are stocked? If so, provide the address of all Laredo area locations.

Most in-stock items, same day
Most non-stock items, from DC

Delivery time for all items ordered under the terms and conditions of this contract are within 1-2 days working days from date of order.

Special/Factory Orders by appointment

32.0 Term of Contract

The term of this contract shall be for a period of two (2) years beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the proposal documents.

The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

32.1 This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

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.

32.2 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.

33.0 Price Adjustment****** Pricing bases on current discounts in place for City. Discounts will be held firm.
~~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~~
Individual unit prices are subject to change, up and down, without notice. Pricing is maintained daily, as need, at www.firstcallonline.com

34.0 Required Format and Contents of Proposal Submission

For a proposal to be considered it must contain the following information:

Tab A - Company Information Questionnaire
Tab B - Signed Price Schedule
Tab C - Conflict of Interest Questionnaire
Tab D – Non-Collusive Affidavit
Tab E - Discretionary Contract Disclosure
Tab F - Certificate of Interested Parties (Form 1295)

[X] HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Roanen Barron — Name
Signature — Date: 5/27/2021

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.

O'Reilly Auto Enterprises, LLC. dba O'Reilly Auto Parts

2 [ ] **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? [ ] Yes [ ] 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: 5/27/2021

References

Arlington I.S.D.
1124 West Arkansas Lane
Arlington, TX 76013-6324
Contact: Sherry Whitaker
(817) 459-7223

City Utilities
P.O. Box 551
Springfield, MO 65801
Contact: Theresa Pitts
(417) 831-8415

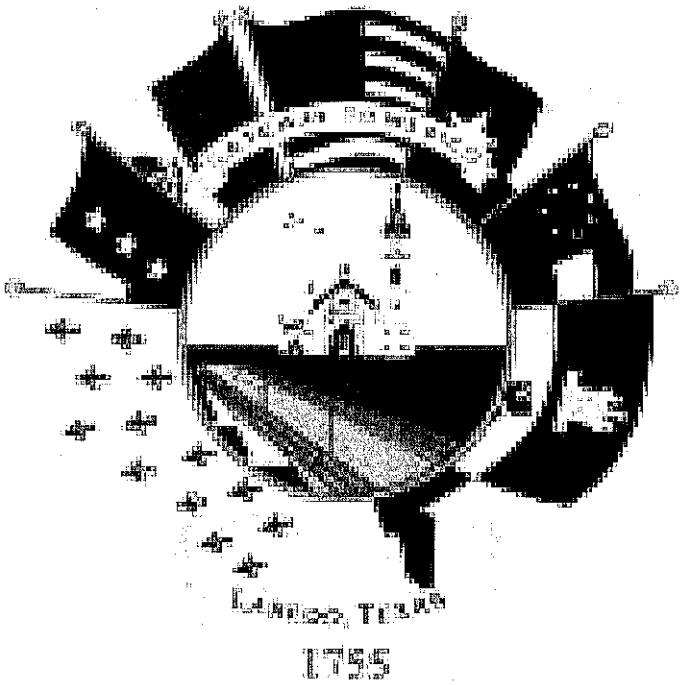
Huntsville I.S.D. #450748
714 Bob Wallace Avenue S.W.
Huntsville, AL 35801
Contact: Lynn Ann Marsh
(256) 428-8316

City of Olathe
100 West Santa Fe
P.O. Box 768
Olathe, KS 66051
Contact: Judy Meisel
(913) 971-8720

Red Oak I.S.D.
P.O. Box 9000
Red Oak, TX 75154
Contact: Bobby Laborde
(972) 617-2941

United I.S.D.
3501 East Saunders
Laredo, TX 78041
Contact: Cordelia Flores
(956)473-7921

Huntsville I.S.D.
441 FM 2821 Road E
Huntsville, TX 77320-9223
Contact Sybyl Cousins
(936) 295-3421



FY21-068 Automotive Parts
Andy's Auto Air & Supplies, Inc
Supplier Response

Event Information

Number: FY21-068 Automotive Parts
Title: Automotive Parts - Fleet Department
Type: Request For Proposal
Issue Date: 5/5/2021
Deadline: 5/27/2021 05:00 PM (CT)

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

Andy's Auto Air & Supplies, Inc Information

Contact: Robert Rosas
Address: 11901 Sara Road
Laredo, TX 78045
Phone: (956) 722-7321
Email: robert@andys-air.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Robert Rosas
Signature

robert@andys-air.com
Email

Submitted at 5/25/2021 8:38:28 AM

Response Attachments

For Question # 44.pdf

For Question # 44

For Question # 45.pdf

For Question # 45

For Question # 46.pdf

For Question # 46

Conflict of Interest.pdf

Conflict of Interest

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)** Andy's Auto & Bus Air, Inc.
3	**Print Name of person authorized to sign bid** Robert Rosas
4	**Title** General Manager
5	**Business Address** 11901 Sara Road

6	**City, State, Zip Code** Laredo, Texas 78045
7	**Telephone Number** (956) 722-7321
8	**Federal Tax ID Number** 74-2062753
9	**Bidders Principal/Corporate Place of Business Address** 11901 Sara Road, Laredo, Texas
10	**Indicated Status of Business** Corporation
11	**If other state business status** N/A
12	**State how long under its present bsuiness name** 41-years
13	**If applicable, list all other names under which the Business identified above operated in the last five years** Andy's Auto Air & Supplies, Inc.
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. *No response*

19	**Question #5** Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? No
20	**Question #6** Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? No
21	**Question #7** Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? No
22	**Question #8** Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? No
23	**Question #9** Is the Business in arrears in any contract or debt? No
24	**Question #10** Has the Business been a defaulter, as a principal, surety, or otherwise? No
25	**Question #11** Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? No
26	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.
27	**Historically Underutilized Business (HUB)** Yes
28	**Small Disadvantaged Business Enterprise (SDBC)** Yes
29	**Disadvantaged Business Enterprise (DBE)** Yes
30	**Other: Please specify** SCTRCA

31	**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 ".
32	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** Robert Rosas / 956-722-7321
33	**State how long under has the business been in its present business name** 41-years
34	**If applicable, list all other names under which the Business identified above operated in the last five years** Andy's Auto Air & Supplies, Inc.
35	**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.
36	**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
37	**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
38	**State if the Company is a certified minority business enterprise** Historically Underutilized Business (HUB)

39 **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.

40 **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.

41 **Conflict of Interest Questionnaire**

Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?

Yes

42 **Terms and Conditions Request for Proposals**

TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail.
A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

GENERAL CONDITIONS Vendors are required to submit Proposals upon the following expressed conditions: (a) Vendors shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation. (b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor. (c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter

and/or applicable City Ordinances, State and Federal Statutes.

1. 0 PREPARATION OF PROPOSALS Proposals will be prepared in accordance with the following: (a) All information required by the proposal form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern. (c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum. (d) Proposed delivery time must be shown and shall include business days. (e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

3.0 SUBMISSION OF HAND DELIVERED PROPOSALS (a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to the City of Laredo, City Secretary's Office, City Hall Third Floor, 1110 Houston Street. (b) Proposals forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.** (c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense. (d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity bids may be requested by the City. (e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.

4.0 REJECTION OF PROPOSALS The City may reject a proposal if: (a) Vendor misstates or conceals any material fact in the proposal. (b) Proposal does not strictly conform to the law or the requirements of the proposal. (c) Vendor is in arrears on existing contracts or taxes with the City of Laredo. (d) If proposals are conditional. Vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications. (e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes. (f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices. (g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary. (h) The City may waive any minor informalities or irregularities in any proposal.

5.0 WITHDRAWAL OF PROPOSALS Proposals may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE PROPOSALS OR MODIFICATIONS Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

7.0 CLARIFICATION AND PROTEST PROCEDURE (a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo If the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041 mpescador@ci.laredo.tx.us Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Reponses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved. (b) For solicitations for goods and non-professional services valued at more than $50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to

alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award. All protests regarding the bid solicitation process must be submitted in writing by certified mail to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041 mpescador@ci.laredo.tx.us Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

8.0 VENDOR DISCOUNTS (a) Percentage discounts within a certain period of time will be accepted but cannot be used in RFP evaluations. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo. (b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT (a) ANNUAL SERVICE CONTRACT: The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT The contract will be awarded by sections and based on (best value criteria) as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code. There will be one primary vendor and three secondary vendors for this contract. 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

43 **Ordinace 2018-O-175**

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

No response

44 **Past Performance (10 Points)**

Indicate the number of automotive service contracts that your company has performed during the past five years with governmental agencies. Provide the owner's name and telephone number, a brief description of the awarded contract and the contract value for each contract award.
Explain your return merchandise procedures and policy.
Has your company been disqualified or debarred from participating in any RFP's/Bids in the last 5 years? If yes, please provide details.
Documentation shall be uploaded onto Cit-E-Bid

Yes

45 **Percentage of stock items on hand (20 Points)**

Provide percentage of stocked items for each section of this proposal.

Section	Percentage	Section	Percentage
I	%	IX	%
II	%	X	%
III	%	XI	%
IV	%	XII	%
V	%	XIII	%
VI	%	XIV	%
VII	%	XV	%
VIII	%	XVI	%

Documentation shall be uploaded onto Cit-E-Bid

Yes

46 **Local Service & Delivery Time (20 Points)**

Does your company have a local operation where parts are stocked? If so, provide the address of all Laredo area locations.
Delivery time for all items ordered under the terms and conditions of this contract are _____working days from date of order.
Documentation shall be uploaded onto Cit-E-Bid

Yes

Bid Lines

1 **Package Header**

Section I: Fuel, Air & Oil Filters (Wix) Stock Numbers Or Approved Equal

(Pricing & Percentage Discount) 50 Points

Quantity: 1 UOM: PKG — **No Bid**

Package Items

1.1 # 33011 fuel

Quantity: 52 UOM: EA — **No Bid**

1.2 #33032 Fuel

Quantity: 12 UOM: EA — **No Bid**

1.3 #33109 Fuel

Quantity: 55 UOM: EA — **No Bid**

1.4 #33166 Fuel

Quantity: 6 UOM: EA — **No Bid**

1.5 #33210 Fuel

Quantity: 36 UOM: EA — **No Bid**

1.6 #33296 Fuel

Quantity: 38 UOM: EA — **No Bid**

1.7 #33357 Fuel

Quantity: 10 UOM: EA — **No Bid**

1.8 #33358 Fuel

Quantity: 24 UOM: EA — **No Bid**

1.9 #33377 Fuel

Quantity: 178 UOM: EA — **No Bid**

1.10 #33392 Fuel

Quantity: 50 UOM: EA — **No Bid**

1.11 #33405 Fuel

Quantity: 13 UOM: EA — **No Bid**

1.12 #33406 Fuel

Quantity: 100 UOM: EA — **No Bid**

1.13 #33412 Fuel

Quantity: 48 UOM: EA — **No Bid**

1.14 #33442 Fuel

Quantity: 22 UOM: EA — **No Bid**

1.15 #33472 Fuel

Quantity: 22 UOM: EA — **No Bid**

1.16 #33481 Fuel

Quantity: 27 UOM: EA — **No Bid**

1.17 #33518 Fuel

Quantity: 43 UOM: EA — **No Bid**

1.18 #33546 Fuel

Quantity: 12 UOM: EA — **No Bid**

1.19 #33548 Fuel

Quantity: 51 UOM: EA — ***No Bid***

1.20 #33595 Fuel

Quantity: 123 UOM: EA — ***No Bid***

1.21 #33604 Fuel

Quantity: 158 UOM: EA — ***No Bid***

1.22 #33638 Fuel

Quantity: 19 UOM: EA — ***No Bid***

1.23 #33668 Fuel

Quantity: 13 UOM: EA — ***No Bid***

1.24 #33791 Fuel

Quantity: 39 UOM: EA — ***No Bid***

1.25 #33899 Fuel

Quantity: 47 UOM: EA — ***No Bid***

1.26 #33936 Fuel

Quantity: 175 UOM: EA — ***No Bid***

1.27 #33950 Fuel

Quantity: 200 UOM: EA — ***No Bid***

1.28 #33674 Fuel

Quantity: 180 UOM: EA — ***No Bid***

1.29 #33966 Fuel

Quantity: 116 UOM: EA — ***No Bid***

1.30 #42124 Air

Quantity: 40 UOM: EA — ***No Bid***

1.31 #42226 Air

Quantity: 177 UOM: EA — ***No Bid***

1.32 #42321 Air

Quantity: 115 UOM: EA — ***No Bid***

1.33 #42488 Air

Quantity: 123 UOM: EA — ***No Bid***

1.34 #42610 Air

Quantity: 15 UOM: EA — ***No Bid***

1.35 #42691 Air

Quantity: 200 UOM: EA — ***No Bid***

1.36 #42731 Air

Quantity: 51 UOM: EA — ***No Bid***

1.37 #42812 Air

Quantity: 148 UOM: EA — ***No Bid***

1.38 #42679 Air

Quantity: 42 UOM: EA **No Bid**

1.39 #42824 Air

Quantity: 22 UOM: EA **No Bid**

1.40 #42843 Magnum AF

Quantity: 237 UOM: EA **No Bid**

1.41 #42868 Air

Quantity: 62 UOM: EA **No Bid**

1.42 #42985 Air

Quantity: 61 UOM: EA **No Bid**

1.43 #46077 Air

Quantity: 15 UOM: EA **No Bid**

1.44 #46134 Air

Quantity: 150 UOM: EA **No Bid**

1.45 #46174 Air

Quantity: 25 UOM: EA **No Bid**

1.46 #46213 Air

Quantity: 15 UOM: EA **No Bid**

1.47 #46253 Ranger AF

Quantity: 168 UOM: EA **No Bid**

1.48 #46360 Mower AF

Quantity: 11 UOM: EA **No Bid**

1.49 #46418 Air

Quantity: 150 UOM: EA **No Bid**

1.50 #46429 Air

Quantity: 75 UOM: EA **No Bid**

1.51 #46433 Air

Quantity: 100 UOM: EA **No Bid**

1.52 # 46438 mower AF (o)

Quantity: 145 UOM: EA **No Bid**

1.53 # 46449 mower AF

Quantity: 145 UOM: EA **No Bid**

1.54 # 46522 aux Eng AF

Quantity: 106 UOM: EA **No Bid**

1.55 # 46562 air filter (o)

Quantity: 42 UOM: EA **No Bid**

1.56 # 46569 air filter (o)

Quantity: 37 UOM: EA **No Bid**

1.57 # 46671 air filter cs (o)

Quantity: 77 UOM: EA **No Bid**

1.58 # 46672 air filter cs (i)

Quantity: 67 UOM: EA **No Bid**

1.59 # 46728 Air

Quantity: 49 UOM: EA **No Bid**

1.60 # 46744 sweeper Main

Quantity: 15 UOM: EA **No Bid**

1.61 # 46804 Air

Quantity: 41 UOM: EA **No Bid**

1.62 # 46917 Air

Quantity: 8 UOM: EA **No Bid**

1.63 # 46919 Refuse truck rear

Quantity: 128 UOM: EA **No Bid**

1.64 # 46935 Air

Quantity: 350 UOM: EA **No Bid**

1.65 # 49082 Cab a/c

Quantity: 123 UOM: EA **No Bid**

1.66 # 49883 F-250 AF

Quantity: 61 UOM: EA **No Bid**

1.67 # 49886 Air

Quantity: 237 UOM: EA **No Bid**

1.68 # 51040 Oil

Quantity: 19 UOM: EA **No Bid**

1.69 # 51056 Oil

Quantity: 11 UOM: EA **No Bid**

1.70 # 51061 Oil

Quantity: 20 UOM: EA **No Bid**

1.71 # 51085 Mg oil filter

Quantity: 462 UOM: EA **No Bid**

1.72 # 51334 mower OF

Quantity: 72 UOM: EA **No Bid**

1.73 # 51348 Oil

Quantity: 700 UOM: EA **No Bid**

1.74 # 51365 M.O.F.

Quantity: 32 UOM: EA **No Bid**

1.75 # 51372 Oil

Quantity: 900 UOM: EA **No Bid**

1.76 # 51356 M.O.F

Quantity: 22 UOM: EA **No Bid**

1.77 # 51394 Oil

Quantity: 53 UOM: EA **No Bid**

1.78 # 51459 CAT OF

Quantity: 12 UOM: EA **No Bid**

1.79 # 51515 Oil

Quantity: 19 UOM: EA **No Bid**

1.80 # 51522 Oil

Quantity: 100 UOM: EA **No Bid**

1.81 # 51551 MFH

Quantity: 36 UOM: EA **No Bid**

1.82 # 51602 Oil

Quantity: 18 UOM: EA **No Bid**

1.83 # 51516 Oil

Quantity: 125 UOM: EA **No Bid**

1.84 # 51721 Hyd Filter

Quantity: 47 UOM: EA **No Bid**

1.85 # 51734 Oil

Quantity: 52 UOM: EA **No Bid**

1.86 # 51748 Oil

Quantity: 120 UOM: EA **No Bid**

1.87 # 51749 Oil

Quantity: 291 UOM: EA **No Bid**

1.88 # 51750 Refuse Truck

Quantity: 167 UOM: EA **No Bid**

1.89 # 51791 Oil

Quantity: 260 UOM: EA **No Bid**

1.90 # 51792 Oil

Quantity: 200 UOM: EA **No Bid**

1.91 # 51798 Oil

Quantity: 136 UOM: EA **No Bid**

1.92 # 51801 Oil

Quantity: 72 UOM: EA **No Bid**

1.93 # 57037 Oil

Quantity: 92 UOM: EA **No Bid**

1.94 # 57182 Oil

Quantity: 192 UOM: EA **No Bid**

1.95 # 57060 Oil

Quantity: 127 UOM: EA — **No Bid**

1.96 # 57243 Aux. sweepers oil filter

Quantity: 13 UOM: EA — **No Bid**

1.97 # 57314 Eng.oil filter

Quantity: 200 UOM: EA — **No Bid**

1.98 #57750 Deere OF

Quantity: 1000 UOM: EA — **No Bid**

1.99 Section I: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA — **No Bid**

2 Package Header

Section II: Automotive Parts - Belts, Hoses, & Cooling
(Belts, hoses, water pump, gasket, fan & clutch, thermostat, fan motors, switches, & related items)

Quantity: 1 UOM: PKG — **No Bid**

Package Items

2.1 Percent of Discount Offered

Quantity: 1 UOM: EA — **No Bid**

2.2 Section II: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA — **No Bid**

3 Package Header

Section III- Automotive Parts - Brakes, related items & wheel be a rings.

Quantity: 1 UOM: PKG — **No Bid**

Package Items

3.1 723 Brake, Shoe

Quantity: 20 UOM: EA — **No Bid**

3.2 3030 Brake, Booster

Quantity: 20 UOM: EA — **No Bid**

3.3 4148 Brake, Seal

Quantity: 200 UOM: EA — **No Bid**

3.4 4160 Brake, Seal, Front, F250-F350

Quantity: 77 UOM: EA — **No Bid**

3.5 7114 Brake, Pads Semi Metallic
Rear F 150

Quantity: 22 UOM: EA — **No Bid**

3.6 145076 Front Rotor Ranger

Quantity: 60 UOM: EA — **No Bid**

3.7 3W1Z1225AA Ford, Brake, Bearing

Quantity: 20 UOM: EA — ***No Bid***

3.8 86605 Ford, Brake, Seal

Quantity: 14 UOM: EA — ***No Bid***

3.9 8C3Z1190A Ford, Brake, Seal

Quantity: 40 UOM: EA — ***No Bid***

3.10 91505 Brake, Seal

Quantity: 100 UOM: EA — ***No Bid***

3.11 9864S Oil Seal

Quantity: 4 UOM: EA — ***No Bid***

3.12 12 Brakes, Bearing

Quantity: 48 UOM: EA — ***No Bid***

3.13 13 Brakes, Bearing

Quantity: 5 UOM: EA — ***No Bid***

3.14 AIB Brakes, Bearing

Quantity: 40 UOM: EA — ***No Bid***

3.15 A2 Brakes, Bearing

Quantity: 20 UOM: EA — ***No Bid***

3.16 AS Brakes, Bearing

Quantity: 75 UOM: EA — ***No Bid***

3.17 A6 Brakes, Bearing

Quantity: 75 UOM: EA — ***No Bid***

3.18 EOA Z21498B Ford, Brakes, Brake Washer

Quantity: 25 UOM: EA — ***No Bid***

3.19 F67Z1SI I 77 ACA Ford, Axle, Seal

Quantity: 20 UOM: EA — ***No Bid***

3.20 MKD1012 Brake, Pads, Rear

Quantity: 30 UOM: EA — ***No Bid***

3.21 MKD1057AFM Rear Brakes, Rear Charger Severe Duty

Quantity: 20 UOM: EA — ***No Bid***

3.22 MKD1058FM Brakes, Pads Front Charger 05-07

Quantity: 20 UOM: EA — ***No Bid***

3.23 MKD1066 Brakes, FSS0 w/ Sensor

Quantity: 13 UOM: EA — ***No Bid***

3.24 MKD067 Brake Pads

Quantity: 13 UOM: EA — ***No Bid***

3.25 MKD1068 Brakes, Rear Pads Ford 05-08

Quantity: 10 UOM: EA — ***No Bid***

3.26 MKD1069 Brake, Pads, Front

Quantity: 10 UOM: EA — ***No Bid***

3.27 MKD1083 Brake, Pads, Front

Quantity: 39 UOM: EA — ***No Bid***

3.28 MKD679 Brake, Front Pads FIS0-200-2005

Quantity: 50 UOM: EA — ***No Bid***

3.29 MKD702 Brakes, Rear Pads (RAM 2500)

Quantity: 10 UOM: EA — ***No Bid***

3.30 MKD777FM Brakes, F450/550 99-07 WO/SENSOR

Quantity: 10 UOM: EA — ***No Bid***

3.31 MKD785 Brake, Pads, Front

Quantity: 15 UOM: EA — ***No Bid***

3.32 MKD824 Brakes, Pads F350 Front

Quantity: 35 UOM: EA — ***No Bid***

3.33 MKD833 Brake, Pads, Front, Ran

Quantity: 80 UOM: EA — ***No Bid***

3.34 M KD931FM Brake, Pads, Titanium Metallic C.V.

Quantity: 48 UOM: EA — ***No Bid***

3.35 MKD932FM Brakes, Pads, Titanium Metallic C.V.

Quantity: 36 UOM: EA — ***No Bid***

3.36 PRTS258 Rear Rotor F350 Super Duty

Quantity: 10 UOM: EA — ***No Bid***

3.37 PRT5519 Brake Front, Rotor

Quantity: 21 UOM: EA — ***No Bid***

3.38 PRTSS20 Ford FRT Rotor 7 Stud 2WD FISO

Quantity: 10 UOM: EA — ***No Bid***

3.39 PRT565 1 Brakes, Front Rotors H.D. Dodge Mag/Cha

Quantity: 12 UOM: EA — ***No Bid***

3.40 PRT5739 Brakes, Rea r Rotor Dodge Mag/Char Rd

Quantity: 12 UOM: EA — ***No Bid***

3.41 RS704 Brakes, Rear Shoes

Quantity: 4 UOM: EA **No Bid**

3.42 RS705 Brakes, Rear Shoes

Quantity: 4 UOM: EA **No Bid**

3.43 RS745 Brake, Emergency Brakes

Quantity: 4 UOM: EA **No Bid**

3.44 Section III: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA **No Bid**

4 Package Header

Section IV: Brakes/Miscellaneous Brake Parts

Quantity: 1 UOM: PKG **No Bid**

Package Items

4.1 Percent of Discount Offered

Quantity: 1 UOM: EA **No Bid**

4.2 Section IV: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA **No Bid**

5 Package Header

Section V: Automotive Parts - Chassis& Steering
(Shocks & struts, suspension parts, steering parts, power steering hose & pump s, power steering kits & seals, front springs, rear springs, & related• items)

Quantity: 1 UOM: PKG **No Bid**

Package Items

5.1 Percent of Discount Offered

Quantity: 1 UOM: EA **No Bid**

5.2 Section V: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA **No Bid**

6 Package Header

Section VI: Automotive Parts- Drive Train
(Transmission filters & parts, U & CV joints, drive axle parts, wheel bearings & seals, clutch & flywheel, & related items)

Quantity: 1 UOM: PKG **No Bid**

Package Items

6.1 Percent of Discount Offered

Quantity: 1 UOM: EA **No Bid**

6.2 Section VI: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA **No Bid**

7 Package Header

Section VII: Automotive Parts- Electrical
(Alternators & generators, starter, solenoid, relay & switches, battery cables, charging system parts, starting system parts, lamps, flashers, coils, modules, & other ignition parts and related items)

Quantity: 1 UOM: PKG **No Bid**

Package Items

7.1 Percent of Discount Offered

Quantity: 1 UOM: EA **No Bid**

7.2 Section VII: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA **No Bid**

8 Package Header

Section VIII: Automotive Parts- Exhaust
(Exhaust system, clutch & flywheel, and related items)

Quantity: 1 UOM: PKG **No Bid**

Package Items

8.1 Percent of Discount Offered

Quantity: 1 UOM: EA **No Bid**

8.2 Section VIII: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA **No Bid**

9 Package Header

Section IX: Automotive Parts: Fuel & Emission-Cat Converter, NOX, DPF, etc.

Quantity: 1 UOM: PKG **No Bid**

Package Items

9.1 Percent of Discount Offered

Quantity: 1 UOM: EA **No Bid**

9.2 Section IX: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA **No Bid**

10 Package Header

Section X: Automotive Parts: Heating & Air Condition
(Heater valves, heater cores, blower motors, AC heater switch & relay, AC Compressor, clutch, Idler assembly, AC compressor parts, AC filter, valve condenser, evaporator, AC hose/bet, and related items)

Quantity: 1 UOM: PKG Total: *No response*

Package Items

10.1 Percent of Discount Offered

Quantity: 1 UOM: EA Total: 20%

10.2 Section X: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA Total: 75%

11 Package Header

Section XI: Automotive Parts: Ignition
(Engine filters, spark plugs, tune-up & ignition, coils, modules, ignition wires, and related items)

Quantity: 1 UOM: PKG ***No Bid***

Package Items

11.1 Percent of Discount Offered

Quantity: 1 UOM: EA ***No Bid***

11.2 Section XI: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA ***No Bid***

12 Package Header

Section XII: Automotive Parts: Lamps Bulbs, Flashers & Switches (Body switches & relay, sealed beams, lamps & flashers, and related items)

Quantity: 1 UOM: PKG ***No Bid***

Package Items

12.1 Percent of Discount Offered

Quantity: 1 UOM: EA ***No Bid***

12.2 Section XII: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA ***No Bid***

13 Package Header

Section XIII: Automotive Parts: Shocks & Struts
(Front spring, rear springs, shocks & struts, steering parts, suspension parts, and related items)

Quantity: 1 UOM: PKG ***No Bid***

Package Items

13.1 Percent of Discount Offered

Quantity: 1 UOM: EA ***No Bid***

13.2 Section XIII: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA ***No Bid***

14 Package Header

Section XIV: Automotive Parts: Wipers, Blades, Arms & Motors
(Body switch & relays, wipers, arms & related items)

Quantity: 1 UOM: PKG — **No Bid**

Package Items

14.1 Percent of Discount Offered

Quantity: 1 UOM: EA — **No Bid**

14.2 Section XIV: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA — **No Bid**

15 Package Header

Section XV: Automotive Parts: Service Lubricants
(Grease tubes, B-12 WD40 adhesive, black silicone starting fluid related items)

Quantity: 1 UOM: PKG — **No Bid**

Package Items

15.1 Percent of Discount Offered

Quantity: 1 UOM: EA — **No Bid**

15.2 Section XV: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA — **No Bid**

16 Package Header

Section XVI: Automotive Parts: Brake Disc Pads, Rotors, Caliper s for Emergency Vehicles Only - Police Package. *****Only acceptable brands for this section: Raybestos, Bendix or approved equal****.

Quantity: 1 UOM: PKG — **No Bid**

Package Items

16.1 Front Disc Pads #ATD931P w / abutment kit

Quantity: 100 UOM: Sets — **No Bid**

16.2 Rear Disc Pads #ATD1040AP w/ abutment kit

Quantity: 100 UOM: Sets — **No Bid**

16.3 Rotors #RB680110

Quantity: 100 UOM: EA — **No Bid**

16.4 Rotors #RB680129

Quantity: 100 UOM: EA — **No Bid**

16.5 Front Calipers# RC11381P

Quantity: 10 UOM: EA — **No Bid**

16.6 Front Calipers #RC11382P

Quantity: 10 UOM: EA — **No Bid**

16.7 Rear Calipers #RC11821P

Quantity: 10 UOM: EA — **No Bid**

16.8 Rear Calipers #RC11822P

Quantity: 10 UOM: EA — **No Bid**

16.9 Front Disc Pads #ATD1057P w/abutment kit

Quantity: 40 UOM: Sets — **No Bid**

16.10 Rear Disc Pads #ATD1058P w/abutment kit

Quantity: 40 UOM: Sets — **No Bid**

16.11 Rotors #780256P

Quantity: 60 UOM: EA — **No Bid**

16.12 Front Calipers #RC11701P

Quantity: 5 UOM: EA — **No Bid**

16.13 Front Calipers #RC11702P

Quantity: 5 UOM: EA — **No Bid**

16.14 Rear Calipers #RC11767P

Quantity: 20 UOM: EA — **No Bid**

16.15 Section XVI: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA — **No Bid**

17 Package Header

Section XVII: Automotive Parts: Package 2015 Ford Explorer SUV Police*****

Quantity: 1 UOM: PKG — **No Bid**

Package Items

17.1 Front Disc #ATD1508SV w/abutment kit

Quantity: 100 UOM: Sets — **No Bid**

17.2 Rear Disc Pads #ATD1377SV w/abutment kit

Quantity: 100 UOM: Sets — **No Bid**

17.3 Rot or s Frt. #680758R

Quantity: 100 UOM: EA — **No Bid**

17.4 Rotors RR #68686R

Quantity: 100 UOM: EA — **No Bid**

17.5 Front Calipers #RC12051

Quantity: 10 UOM: EA — **No Bid**

17.6 Front Calipers #RC12052

Quantity: 10 UOM: EA — **No Bid**

17.7 Rear Calipers RC12563P

Quantity: 10 UOM: EA — **No Bid**

17.8 Rear Calipers RC12564P

Quantity: 10 UOM: EA — **No Bid**

17.9 Section XVII: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA

No Bid

Response Total: $0.00

Andy's Auto Air & Supplies, Inc

11901 Sara Rd
Laredo, Texas 78045
Phone (956)-722-7321
Fax (956)-727-7835

Question # 44

Indicate the number of automotive service contracts that your company has performed during the past five years with governmental agencies. Provide the owner's name and telephone number, a brief description of the awarded contract and the contract value for each contract award.
Explain your return merchandise procedures and policy.
Has your company been disqualified or debarred from participating in any RFP's/Bids in the last 5 years? If yes, please provide details.

List of Agencies

United ISD
Danny Trevino 956-473-6494
FAX 956-473-6260
501 Eden Lane
Laredo, TX 78045
DANNYT@UISD.NET

Laredo ISD
Esteban Rangel
Director of transportation
956-273-1207
3302 Springfield Ave
Laredo, TX 78040

Webb County El Aquila
Robert Martinez
Director of transportation
956-237-9802
Laredo, TX 78040

Return Policy

Return and Exchanges within 30 days of purchase with proof of valid invoice.
15% restocking fee on special order parts.

Has your company been disqualified or debarred from participating in any RFP's/Bids in the last 5 years?

No

Andy's Auto Air & Supplies, Inc

11901 Sara Rd
Laredo, Texas 78045
Phone (956)-722-7321
Fax (956)-727-7835

Question # 45

Provide percentage of stocked items for each section of this proposal.

Section	Percentage	Section	Percentage
I	%	IX	%
II	%	X	75 %
III	%	XI	%
IV	%	XII	%
V	%	XIII	%
VI	%	XIV	%
VII	%	XV	%
VIII	%	XVI	%

Andy's Auto Air & Supplies, Inc
11901 Sara Rd
Laredo, Texas 78045
Phone (956)-722-7321
Fax (956)-727-7835

Question # 46
Does your company have a local operation where parts are stocked? If so, provide the address of all Laredo area locations.

11901 Sara Rd.
Laredo TX 78045

Delivery time for all items ordered under the terms and conditions of this contract are _____working days from date of order.

1 – 3 days

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Andy's Auto Air & Supplies, Inc. DBA: Andy's Auto & Bus Air, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

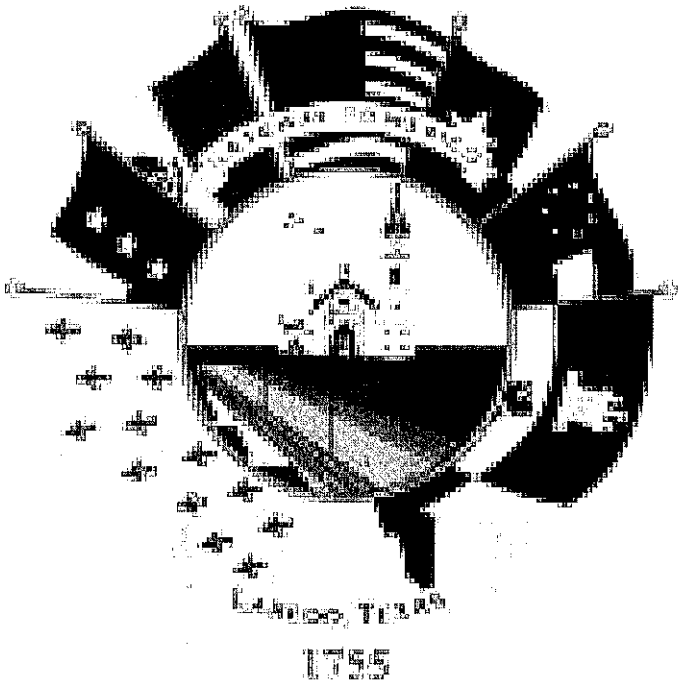
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

5/25/2021

Date



FY21-068 Automotive Parts
FLEETPRIDE
Supplier Response

Event Information

Number: FY21-068 Automotive Parts
Title: Automotive Parts - Fleet Department
Type: Request For Proposal
Issue Date: 5/5/2021
Deadline: 5/27/2021 05:00 PM (CT)

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

FLEETPRIDE Information

Contact: raymundo.maldonado
Address: 8410 GAVIN ROAD
LAREDO, TX 78045
Phone: (956) 722-0761
Fax: (956) 788-2170
Email: raymundo.maldonado@fleetpride.com

By submitting your response, you certify that you are authorized to represent and bind your company.

raymundo maldonado
Signature

raymundo.maldonado@fleetpride.com
Email

Submitted at 5/27/2021 10:44:29 AM

Response Attachments

Scan 001 - 2021-05-27T103707.884.pdf

paper work for 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)** FLEETPRIDE
3	**Print Name of person authorized to sign bid** RAYMUNDO MALDONADO
4	**Title** MANAGER
5	**Business Address** 8410 GAVIN ROAD SUITE A
6	**City, State, Zip Code** laredo, texas 78045
7	**Telephone Number** (956) 722-0761

8	**Federal Tax ID Number** 63-0681070
9	**Bidders Principal/Corporate Place of Business Address** 600 E LAS COLINAS BLV. SUITE 400 IRVING TEXAS 75039
10	**Indicated Status of Business** Corporation
11	**If other state business status** *No response*
12	**State how long under its present bsuiness name** 30 YRS
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. *No response*
19	**Question #5** Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? No

20	**Question #6** Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? No
21	**Question #7** Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? No
22	**Question #8** Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? No
23	**Question #9** Is the Business in arrears in any contract or debt? No
24	**Question #10** Has the Business been a defaulter, as a principal, surety, or otherwise? No
25	**Question #11** Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? No
26	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.
27	**Historically Underutilized Business (HUB)** No
28	**Small Disadvantaged Business Enterprise (SDBC)** No
29	**Disadvantaged Business Enterprise (DBE)** No
30	**Other: Please specify** n/a

31	**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 ".
32	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** FLEETPRIDE 956-722-0761
33	**State how long under has the business been in its present business name** 30 YRS
34	**If applicable, list all other names under which the Business identified above operated in the last five years** n/a
35	**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.
36	**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
37	**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
38	**State if the Company is a certified minority business enterprise** This company is not a certified minority business

39 **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.

40 **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.

41 **Conflict of Interest Questionnaire**

Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?

Yes

42 **Terms and Conditions Request for Proposals**

TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail.
A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

GENERAL CONDITIONS Vendors are required to submit Proposals upon the following expressed conditions: (a) Vendors shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation. (b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor. (c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter

and/or applicable City Ordinances, State and Federal Statutes.

1. 0 PREPARATION OF PROPOSALS Proposals will be prepared in accordance with the following: (a) All information required by the proposal form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern. (c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum. (d) Proposed delivery time must be shown and shall include business days. (e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

3.0 SUBMISSION OF HAND DELIVERED PROPOSALS (a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to the City of Laredo, City Secretary's Office, City Hall Third Floor, 1110 Houston Street. (b) Proposals forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.** (c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense. (d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity bids may be requested by the City. (e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.

4.0 REJECTION OF PROPOSALS The City may reject a proposal if: (a) Vendor misstates or conceals any material fact in the proposal. (b) Proposal does not strictly conform to the law or the requirements of the proposal. (c) Vendor is in arrears on existing contracts or taxes with the City of Laredo. (d) If proposals are conditional. Vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications. (e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes. (f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices. (g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary. (h) The City may waive any minor informalities or irregularities in any proposal.

5.0 WITHDRAWAL OF PROPOSALS Proposals may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE PROPOSALS OR MODIFICATIONS Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

7.0 CLARIFICATION AND PROTEST PROCEDURE (a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo If the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041 mpescador@ci.laredo.tx.us Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Reponses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved. (b) For solicitations for goods and non-professional services valued at more than $50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to

alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award. All protests regarding the bid solicitation process must be submitted in writing by certified mail to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041 mpescador@ci.laredo.tx.us Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

8.0 VENDOR DISCOUNTS (a) Percentage discounts within a certain period of time will be accepted but cannot be used in RFP evaluations. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo. (b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT (a) ANNUAL SERVICE CONTRACT: The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT The contract will be awarded by sections and based on (best value criteria) as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code. There will be one primary vendor and three secondary vendors for this contract. 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

43

Ordinace 2018-O-175

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

we are a local vendor Been in Laredo for over 30 years

44 Past Performance (10 Points)

Indicate the number of automotive service contracts that your company has performed during the past five years with governmental agencies. Provide the owner's name and telephone number, a brief description of the awarded contract and the contract value for each contract award.
Explain your return merchandise procedures and policy.
Has your company been disqualified or debarred from participating in any RFP's/Bids in the last 5 years? If yes, please provide details.
Documentation shall be uploaded onto Cit-E-Bid

Yes

45 Percentage of stock items on hand (20 Points)

Provide percentage of stocked items for each section of this proposal.

Section	Percentage	Section	Percentage
I	%	IX	%
II	%	X	%
III	%	XI	%
IV	%	XII	%
V	%	XIII	%
VI	%	XIV	%
VII	%	XV	%
VIII	%	XVI	%

Documentation shall be uploaded onto Cit-E-Bid

Yes

46 Local Service & Delivery Time (20 Points)

Does your company have a local operation where parts are stocked? If so, provide the address of all Laredo area locations.
Delivery time for all items ordered under the terms and conditions of this contract are _____working days from date of order.
Documentation shall be uploaded onto Cit-E-Bid

Yes

Bid Lines

1 Package Header

Section I: Fuel, Air & Oil Filters (Wix) Stock Numbers Or Approved Equal

(Pricing & Percentage Discount) 50 Points

Quantity: 1 UOM: PKG Total: $112,711.12

Package Items

1.1 # 33011 fuel

Quantity: 52 UOM: EA Price: $1.35 Total: $70.20

Supplier Notes: BALDWIN FILTER BF7903

1.2 #33032 Fuel

Quantity: 12 UOM: EA Price: $1.69 Total: $20.28

Supplier Notes: BALDWIN FILTER BF840-K1

1.3 #33109 Fuel

Quantity: 55 UOM: EA Price: $3.20 Total: $176.00

Supplier Notes: BALDWIN FILTERBF957

1.4 #33166 Fuel

Quantity: 6 UOM: EA Price: $3.00 Total: $18.00

Supplier Notes: BALDWIN FILTER BF825

1.5 #33210 Fuel

Quantity: 36 UOM: EA Price: $6.70 Total: $241.20

Supplier Notes: BALDWIN FILTER PF7890-10

1.6 #33296 Fuel

Quantity: 38 UOM: EA Price: $3.82 Total: $145.16

Supplier Notes: BALDWIN FILTER BF1166

1.7 #33357 Fuel

Quantity: 10 UOM: EA Price: $4.72 Total: $47.20

Supplier Notes: BALDWIN FILTER BF1280

1.8 #33358 Fuel

Quantity: 24 UOM: EA Price: $4.11 Total: $98.64

Supplier Notes: BALDWIN FILTER BF788

1.9 #33377 Fuel

Quantity: 178 UOM: EA Price: $5.90 Total: $1,050.20

Supplier Notes: BALDWIN FILTER BF7632

1.10 #33392 Fuel

Quantity: 50 UOM: EA Price: $14.40 Total: $720.00

Supplier Notes: BALDWIN FILTER BF1267

1.11 #33405 Fuel

Quantity: 13 UOM: EA Price: $4.73 Total: $61.49

Supplier Notes: BALDWIN FILTER BF957-D

1.12 #33406 Fuel

Quantity: 100 UOM: EA Price: $7.86 Total: $786.00

Supplier Notes: BALDWIN FILTER BF1259

1.13 #33412 Fuel

Quantity: 48 UOM: EA Price: $16.17 Total: $776.16

Supplier Notes: BALDWIN FILTER BF1346

1.14 #33442 Fuel

Quantity: 22 UOM: EA Price: $12.72 Total: $279.84

Supplier Notes: BALDWIN FILTER BF5813-O

1.15 #33472 Fuel

Quantity: 22 UOM: EA Price: $6.45 Total: $141.90

Supplier Notes: BALDWIN FILTER BF1226

1.16 #33481 Fuel

Quantity: 27 UOM: EA Price: $5.26 Total: $142.02

Supplier Notes: BALDWIN FILTER BF853

1.17 #33518 Fuel

Quantity: 43 UOM: EA Price: $14.48 Total: $622.64

Supplier Notes: BALDWIN FILTER PF7698

1.18 #33546 Fuel

Quantity: 12 UOM: EA Price: $9.51 Total: $114.12

Supplier Notes: BALDWIN FILTER BF7674-D

1.19 #33548 Fuel

Quantity: 51 UOM: EA Price: $9.21 Total: $469.71

Supplier Notes: BALDWIN FILTER BF7675-D

1.20 #33595 Fuel

Quantity: 123 UOM: EA Price: $4.17 Total: $512.91

Supplier Notes: BALDWIN FILTER BF7668

1.21 #33604 Fuel

Quantity: 158 UOM: EA Price: $15.51 Total: $2,450.58

Supplier Notes: BALDWIN FILTER BF1293-SPS

1.22 #33638 Fuel

Quantity: 19 UOM: EA Price: $8.73 Total: $165.87

Supplier Notes: BALDWIN FILTER BF7672-D

1.23 #33668 Fuel

Quantity: 13 UOM: EA Price: $9.51 Total: $123.63

Supplier Notes: BALDWIN FILTER BF7674-D

1.24 #33791 Fuel

Quantity: 39 UOM: EA Price: $6.39 Total: $249.21

Supplier Notes: BALDWIN FILTER PF7890-30

1.25 #33899 Fuel

Quantity: 47 UOM: EA Price: $28.64 Total: $1,346.08

Supplier Notes: BALDWIN FILTER PF7812KIT

1.26 #33936 Fuel

Quantity: 175 UOM: EA Price: $9.75 Total: $1,706.25

Supplier Notes: BALDWIN FILTER BF7924

1.27 #33950 Fuel

Quantity: 200 UOM: EA Price: $24.79 Total: $4,958.00

Supplier Notes: BALDWIN FILTER PF7934KIT

1.28 #33674 Fuel

Quantity: 180 UOM: EA Price: $7.03 Total: $1,265.40

Supplier Notes: BALDWIN FILTER BF7587

1.29 #33966 Fuel

Quantity: 116 UOM: EA Price: $9.18 Total: $1,064.88

Supplier Notes: BALDWIN FILTER BF7940

1.30 #42124 Air

Quantity: 40 UOM: EA Price: $20.85 Total: $834.00

Supplier Notes: BALDWIN FILTER PA1637-FN

1.31 #42226 Air

Quantity: 177 UOM: EA Price: $16.60 Total: $2,938.20

Supplier Notes: BALDWIN FILTER PA1904

1.32 #42321 Air

Quantity: 115 UOM: EA Price: $18.10 Total: $2,081.50

Supplier Notes: BALDWIN FILTER PA2418-FN

1.33 #42488 Air

Quantity: 123 UOM: EA Price: $7.76 Total: $954.48

Supplier Notes: BALDWIN FILTER PA4113

1.34 #42610 Air

Quantity: 15 UOM: EA Price: $39.41 Total: $591.15

Supplier Notes: BALDWIN FILTER PA2732

1.35 #42691 Air

Quantity: 200 UOM: EA Price: $55.45 Total: $11,090.00

Supplier Notes: BALDWIN FILTER PA2326

1.36 #42731 Air

Quantity: 51 UOM: EA Price: $26.75 Total: $1,364.25

Supplier Notes: BALDWIN FILTER CA4999

1.37 #42812 Air

Quantity: 148 UOM: EA Price: $48.72 Total: $7,210.56

Supplier Notes: BALDWIN FILTER CA5368

1.38 #42679 Air

Quantity: 42 UOM: EA Price: $13.58 Total: $570.36

Supplier Notes: BALDWIN FILTER P2332

1.39 #42824 Air

Quantity: 22 UOM: EA Price: $21.16 Total: $465.52

Supplier Notes: BALDWIN FILTER RS4672

1.40 #42843 Magnum AF

Quantity: 237 UOM: EA Price: $5.91 Total: $1,400.67

Supplier Notes: BALDWIN FILTER PA4177

1.41 #42868 Air

Quantity: 62 UOM: EA Price: $17.79 Total: $1,102.98

Supplier Notes: BALDWIN FILTER PA1822-FN

1.42 #42985 Air

Quantity: 61 UOM: EA Price: $8.50 Total: $518.50

Supplier Notes: BALDWIN FILTER RS3705

1.43 #46077 Air

Quantity: 15 UOM: EA Price: $3.94 Total: $59.10

Supplier Notes: BALDWIN FILTER PA2163

1.44 #46134 Air

Quantity: 150 UOM: EA Price: $3.74 Total: $561.00

Supplier Notes: BALDWIN FILTER PA2152

1.45 #46174 Air

Quantity: 25 UOM: EA Price: $4.10 Total: $102.50

Supplier Notes: BALDWIN FILTER PA2164

1.46 #46213 Air

Quantity: 15 UOM: EA Price: $8.84 Total: $132.60

Supplier Notes: BALDWIN FILTER PA4046

1.47 #46253 Ranger AF

Quantity: 168 UOM: EA Price: $5.66 Total: $950.88

Supplier Notes: BALDWIN FILTER PA4102

1.48 #46360 Mower AF

Quantity: 11 UOM: EA ***No Bid***

1.49 #46418 Air

Quantity: 150 UOM: EA Price: $7.51 Total: $1,126.50

Supplier Notes: BALDWIN FILTER PA4075

1.50 #46429 Air

Quantity: 75 UOM: EA Price: $11.88 Total: $891.00

Supplier Notes: BALDWIN FILTER RS3501

1.51 #46433 Air

Quantity: 100 UOM: EA Price: $15.90 Total: $1,590.00

Supplier Notes: BALDWIN FILTER RS2863

1.52 # 46438 mower AF (o)

Quantity: 145 UOM: EA Price: $9.64 Total: $1,397.80

Supplier Notes: BALDWIN FILTER RS3704

1.53 # 46449 mower AF

Quantity: 145 UOM: EA Price: $7.42 Total: $1,075.90

Supplier Notes: BALDWIN FILTER RS3715

1.54 # 46522 aux Eng AF

Quantity: 106 UOM: EA Price: $10.62 Total: $1,125.72

Supplier Notes: BALDWIN FILTER PA2419

1.55 # 46562 air filter (o)

Quantity: 42 UOM: EA Price: $16.54 Total: $694.68

Supplier Notes: BALDWIN FILTER RS3544

1.56 # 46569 air filter (o)

Quantity: 37 UOM: EA Price: $9.61 Total: $355.57

Supplier Notes: BALDWIN FILTER RS3545

1.57 # 46671 air filter cs (o)

Quantity: 77 UOM: EA Price: $13.34 Total: $1,027.18

Supplier Notes: BALDWIN FILTER RS3542

1.58 # 46672 air filter cs (i)

Quantity: 67 UOM: EA Price: $10.43 Total: $698.81

Supplier Notes: BALDWIN FILTER RS3543

1.59 # 46728 Air

Quantity: 49 UOM: EA Price: $13.29 Total: $651.21

Supplier Notes: BALDWIN FILTER PA4148

1.60 # 46744 sweeper Main

Quantity: 15 UOM: EA Price: $19.99 Total: $299.85

Supplier Notes: BALDWIN FILTER RS3517

1.61 # 46804 Air

Quantity: 41 UOM: EA Price: $9.62 Total: $394.42

Supplier Notes: BALDWIN FILTER PA4167

1.62 # 46917 Air

Quantity: 8 UOM: EA Price: $4.21 Total: $33.68

Supplier Notes: BALDWIN FILTER PA4337

1.63 # 46919 Refuse truck rear

Quantity: 128 UOM: EA Price: $33.34 Total: $4,267.52

Supplier Notes: BALDWIN FILTER RS4564

1.64 # 46935 Air

Quantity: 350 UOM: EA Price: $5.04 Total: $1,764.00

Supplier Notes: BALDWIN FILTER PA4321

1.65 # 49082 Cab a/c

Quantity: 123 UOM: EA Price: $7.67 Total: $943.41

Supplier Notes: BALDWIN FILTER PA5359

1.66 # 49883 F-250 AF

Quantity: 61 UOM: EA Price: $7.32 Total: $446.52

Supplier Notes: BALDWIN FILTER PA4323

1.67 # 49886 Air

Quantity: 237 UOM: EA Price: $31.85 Total: $7,548.45

Supplier Notes: BALDWIN FILTER CA5369

1.68 # 51040 Oil

Quantity: 19 UOM: EA Price: $2.34 Total: $44.46

Supplier Notes: BALDWIN FILTER B43-S

1.69 # 51056 Oil

Quantity: 11 UOM: EA Price: $4.63 Total: $50.93

Supplier Notes: BALDWIN FILTER B1410

1.70 # 51061 Oil

Quantity: 20 UOM: EA Price: $2.73 Total: $54.60

Supplier Notes: BALDWIN FILTER B6

1.71 # 51085 Mg oil filter

Quantity: 462 UOM: EA Price: $2.52 Total: $1,164.24

Supplier Notes: BALDWIN FILTER B34

1.72 # 51334 mower OF

Quantity: 72 UOM: EA Price: $2.95 Total: $212.40

Supplier Notes: BALDWIN FILTER B227

1.73 # 51348 Oil

Quantity: 700 UOM: EA Price: $2.39 Total: $1,673.00

Supplier Notes: BALDWIN FILTER B7491

1.74 # 51365 M.O.F.

Quantity: 32 UOM: EA Price: $3.18 Total: $101.76

Supplier Notes: BALDWIN FILTER B1400

1.75 # 51372 Oil

Quantity: 900 UOM: EA Price: $5.55 Total: $4,995.00

Supplier Notes: BALDWIN FILTER B40150

1.76 # 51356 M.O.F

Quantity: 22 UOM: EA Price: $2.69 Total: $59.18

Supplier Notes: BALDWIN FILTER B1402

1.77 # 51394 Oil

Quantity: 53 UOM: EA Price: $2.67 Total: $141.51

Supplier Notes: BALDWIN FILTER B33

1.78 # 51459 CAT OF

Quantity: 12 UOM: EA Price: $4.51 Total: $54.12

Supplier Notes: BALDWIN FILTERBT237

1.79 # 51515 Oil

Quantity: 19 UOM: EA Price: $2.44 Total: $46.36

Supplier Notes: BALDWIN FILTER B2

1.80 # 51522 Oil

Quantity: 100 UOM: EA Price: $2.65 Total: $265.00

Supplier Notes: BALDWIN FILTER B1432

1.81 # 51551 MFH

Quantity: 36 UOM: EA Price: $3.47 Total: $124.92

Supplier Notes: BALDWIN FILTER BT839-10

1.82 # 51602 Oil

Quantity: 18 UOM: EA Price: $3.14 Total: $56.52

Supplier Notes: BALDWIN FILTER BT427

1.83 # 51516 Oil

Quantity: 125 UOM: EA Price: $2.82 Total: $352.50

Supplier Notes: BALDWIN FILTER B243

1.84 # 51721 Hyd Filter

Quantity: 47 UOM: EA Price: $36.45 Total: $1,713.15

Supplier Notes: BALDWIN FILTER BT8876-MPG

1.85 # 51734 Oil

Quantity: 52 UOM: EA Price: $7.17 Total: $372.84

Supplier Notes: BALDWIN FILTER B7039

1.86 # 51748 Oil

Quantity: 120 UOM: EA Price: $17.24 Total: $2,068.80

Supplier Notes: BALDWIN FILTER BD103

1.87 # 51749 Oil

Quantity: 291 UOM: EA Price: $10.03 Total: $2,918.73

Supplier Notes: BALDWIN FILTER B7577

1.88 # 51750 Refuse Truck

Quantity: 167 UOM: EA Price: $7.00 Total: $1,169.00

Supplier Notes: BALDWIN FILTER C750-E

1.89 # 51791 Oil

Quantity: 260 UOM: EA Price: $5.20 Total: $1,352.00

Supplier Notes: BALDWIN FILTER B7600

1.90 # 51792 Oil

Quantity: 200 UOM: EA Price: $8.13 Total: $1,626.00

Supplier Notes: BALDWIN FILTER B99

1.91 # 51798 Oil

Quantity: 136 UOM: EA Price: $5.82 Total: $791.52

Supplier Notes: BALDWIN FILTER B75

1.92 # 51801 Oil

Quantity: 72 UOM: EA Price: $10.75 Total: $774.00

Supplier Notes: BALDWIN FILTER B97

1.93 # 57037 Oil

Quantity: 92 UOM: EA Price: $7.47 Total: $687.24

Supplier Notes: BALDWIN FILTER BT7237

1.94 # 57182 Oil

Quantity: 192 UOM: EA Price: $5.54 Total: $1,063.68

Supplier Notes: BALDWIN FILTER B7177

1.95 # 57060 Oil

Quantity: 127 UOM: EA Price: $2.48 Total: $314.96

Supplier Notes: BALDWIN FILTER B160

1.96 # 57243 Aux. sweepers oil filter

Quantity: 13 UOM: EA Price: $6.82 Total: $88.66

Supplier Notes: BALDWIN FILTER B7125

1.97 # 57314 Eng.oil filter

Quantity: 200 UOM: EA Price: $9.85 Total: $1,970.00

Supplier Notes: BALDWIN FILTER P7235

1.98 #57750 Deere OF

Quantity: 1000 UOM: EA Price: $7.32 Total: $7,320.00

Supplier Notes: BALDWIN FILTER 7322

1.99 Section I: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA Total: 95%

2 Package Header

Section II: Automotive Parts - Belts, Hoses, & Cooling
(Belts, hoses, water pump, gasket, fan & clutch, thermostat, fan motors, switches, & related items)

Quantity: 1 UOM: PKG ***No Bid***

Package Items

2.1 Percent of Discount Offered

Quantity: 1 UOM: EA ***No Bid***

2.2 Section II: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA ***No Bid***

3 Package Header

Section III- Automotive Parts - Brakes, related items & wheel be a rings.

Quantity: 1 UOM: PKG **No Bid**

Package Items

3.1 723 Brake, Shoe

Quantity: 20 UOM: EA **No Bid**

3.2 3030 Brake, Booster

Quantity: 20 UOM: EA **No Bid**

3.3 4148 Brake, Seal

Quantity: 200 UOM: EA **No Bid**

3.4 4160 Brake, Seal, Front, F250-F350

Quantity: 77 UOM: EA **No Bid**

3.5 7114 Brake, Pads Semi Metallic
Rear F 150

Quantity: 22 UOM: EA **No Bid**

3.6 145076 Front Rotor Ranger

Quantity: 60 UOM: EA **No Bid**

3.7 3W1Z1225AA Ford, Brake, Bearing

Quantity: 20 UOM: EA **No Bid**

3.8 86605 Ford, Brake, Seal

Quantity: 14 UOM: EA **No Bid**

3.9 8C3Z1190A Ford, Brake, Seal

Quantity: 40 UOM: EA **No Bid**

3.10 91505 Brake, Seal

Quantity: 100 UOM: EA **No Bid**

3.11 9864S Oil Seal

Quantity: 4 UOM: EA **No Bid**

3.12 12 Brakes, Bearing

Quantity: 48 UOM: EA **No Bid**

3.13 13 Brakes, Bearing

Quantity: 5 UOM: EA **No Bid**

3.14 AIB Brakes, Bearing

Quantity: 40 UOM: EA **No Bid**

3.15 A2 Brakes, Bearing

Quantity: 20 UOM: EA **No Bid**

3.16 AS Brakes, Bearing

Quantity: 75 UOM: EA **No Bid**

3.17 A6 Brakes, Bearing

Quantity: 75 UOM: EA **No Bid**

3.18 EOA Z21498B Ford, Brakes, Brake Washer

Quantity: 25 UOM: EA **No Bid**

3.19 F67Z1SI I 77 ACA Ford, Axle, Seal

Quantity: 20 UOM: EA **No Bid**

3.20 MKD1012 Brake, Pads, Rear

Quantity: 30 UOM: EA **No Bid**

3.21 MKD1057AFM Rear Brakes, Rear Charger Severe Duty

Quantity: 20 UOM: EA **No Bid**

3.22 MKD1058FM Brakes, Pads Front Charger 05-07

Quantity: 20 UOM: EA **No Bid**

3.23 MKD1066 Brakes, FSS0 w/ Sensor

Quantity: 13 UOM: EA **No Bid**

3.24 MKD067 Brake Pads

Quantity: 13 UOM: EA **No Bid**

3.25 MKD1068 Brakes, Rear Pads Ford 05-08

Quantity: 10 UOM: EA **No Bid**

3.26 MKD1069 Brake, Pads, Front

Quantity: 10 UOM: EA **No Bid**

3.27 MKD1083 Brake, Pads, Front

Quantity: 39 UOM: EA **No Bid**

3.28 MKD679 Brake, Front Pads FIS0-200-2005

Quantity: 50 UOM: EA **No Bid**

3.29 MKD702 Brakes, Rear Pads (RAM 2500)

Quantity: 10 UOM: EA **No Bid**

3.30 MKD777FM Brakes, F450/550 99-07 WO/SENSOR

Quantity: 10 UOM: EA **No Bid**

3.31 MKD785 Brake, Pads, Front

Quantity: 15 UOM: EA **No Bid**

3.32 MKD824 Brakes, Pads F350 Front

Quantity: 35 UOM: EA **No Bid**

3.33 MKD833 Brake, Pads, Front, Ran

Quantity: 80 UOM: EA **No Bid**

3.34 M KD931FM Brake, Pads, Titanium Metallic C.V.

Quantity: 48 UOM: EA **No Bid**

3.35 MKD932FM Brakes, Pads, Titanium Metallic C.V.

Quantity: 36 UOM: EA — **No Bid**

3.36 PRTS258 Rear Rotor F350 Super Duty

Quantity: 10 UOM: EA — **No Bid**

3.37 PRT5519 Brake Front, Rotor

Quantity: 21 UOM: EA — **No Bid**

3.38 PRTSS20 Ford FRT Rotor 7 Stud 2WD FISO

Quantity: 10 UOM: EA — **No Bid**

3.39 PRT565 1 Brakes, Front Rotors H.D. Dodge Mag/Cha

Quantity: 12 UOM: EA — **No Bid**

3.40 PRT5739 Brakes, Rea r Rotor Dodge Mag/Char Rd

Quantity: 12 UOM: EA — **No Bid**

3.41 RS704 Brakes, Rear Shoes

Quantity: 4 UOM: EA — **No Bid**

3.42 RS705 Brakes, Rear Shoes

Quantity: 4 UOM: EA — **No Bid**

3.43 RS745 Brake, Emergency Brakes

Quantity: 4 UOM: EA — **No Bid**

3.44 Section III: Percentage of stocked item on hand 10% Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA — **No Bid**

4 Package Header

Section IV: Brakes/Miscellaneous Brake Parts

Quantity: 1 UOM: PKG — **No Bid**

Package Items

4.1 Percent of Discount Offered

Quantity: 1 UOM: EA — **No Bid**

4.2 Section IV: Percentage of stocked item on hand 10% Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA — **No Bid**

5 Package Header

Section V: Automotive Parts - Chassis& Steering
(Shocks & struts, suspension parts, steering parts, power steering hose & pump s, power steering kits & seals, front springs, rear springs, & related• items)

Quantity: 1 UOM: PKG — **No Bid**

Package Items

5.1 Percent of Discount Offered

Quantity: 1 UOM: EA — ***No Bid***

5.2 Section V: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA — ***No Bid***

6 Package Header

Section VI: Automotive Parts- Drive Train
(Transmission filters & parts, U & CV joints, drive axle parts, wheel bearings & seals, clutch & flywheel, & related items)

Quantity: 1 UOM: PKG — ***No Bid***

Package Items

6.1 Percent of Discount Offered

Quantity: 1 UOM: EA — ***No Bid***

6.2 Section VI: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA — ***No Bid***

7 Package Header

Section VII: Automotive Parts- Electrical
(Alternators & generators, starter, solenoid, relay & switches, battery cables, charging system parts, starting system parts, lamps, flashers, coils, modules, & other ignition parts and related items)

Quantity: 1 UOM: PKG — ***No Bid***

Package Items

7.1 Percent of Discount Offered

Quantity: 1 UOM: EA — ***No Bid***

7.2 Section VII: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA — ***No Bid***

8 Package Header

Section VIII: Automotive Parts- Exhaust
(Exhaust system, clutch & flywheel, and related items)

Quantity: 1 UOM: PKG — ***No Bid***

Package Items

8.1 Percent of Discount Offered

Quantity: 1 UOM: EA — ***No Bid***

8.2 Section VIII: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA — ***No Bid***

9 **Package Header**

Section IX: Automotive Parts: Fuel & Emission-Cat Converter, NOX, DPF, etc.

Quantity: 1 UOM: PKG **No Bid**

Package Items

9.1 Percent of Discount Offered

Quantity: 1 UOM: EA **No Bid**

9.2 Section IX: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA **No Bid**

10 **Package Header**

Section X: Automotive Parts: Heating & Air Condition
(Heater valves, heater cores, blower motors, AC heater switch & relay, AC Compressor, clutch, Idler assembly, AC compressor parts, AC filter, valve condenser, evaporator, AC hose/bet, and related items)

Quantity: 1 UOM: PKG **No Bid**

Package Items

10.1 Percent of Discount Offered

Quantity: 1 UOM: EA **No Bid**

10.2 Section X: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA **No Bid**

11 **Package Header**

Section XI: Automotive Parts: Ignition
(Engine filters, spark plugs, tune-up & ignition, coils, modules, ignition wires, and related items)

Quantity: 1 UOM: PKG **No Bid**

Package Items

11.1 Percent of Discount Offered

Quantity: 1 UOM: EA **No Bid**

11.2 Section XI: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA **No Bid**

12 **Package Header**

Section XII: Automotive Parts: Lamps Bulbs, Flashers & Switches (Body switches & relay, sealed beams, lamps & flashers, and related items)

Quantity: 1 UOM: PKG **No Bid**

Package Items

12.1 Percent of Discount Offered

Quantity: 1 UOM: EA **No Bid**

12.2 Section XII: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA **No Bid**

13 Package Header

Section XIII: Automotive Parts: Shocks & Struts
(Front spring, rear springs, shocks & struts, steering parts, suspension parts, and related items)

Quantity: 1 UOM: PKG **No Bid**

Package Items

13.1 Percent of Discount Offered

Quantity: 1 UOM: EA **No Bid**

13.2 Section XIII: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA **No Bid**

14 Package Header

Section XIV: Automotive Parts: Wipers, Blades, Arms & Motors
(Body switch & relays, wipers, arms & related items)

Quantity: 1 UOM: PKG **No Bid**

Package Items

14.1 Percent of Discount Offered

Quantity: 1 UOM: EA **No Bid**

14.2 Section XIV: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA **No Bid**

15 Package Header

Section XV: Automotive Parts: Service Lubricants
(Grease tubes, B-12 WD40 adhesive, black silicone starting fluid related items)

Quantity: 1 UOM: PKG **No Bid**

Package Items

15.1 Percent of Discount Offered

Quantity: 1 UOM: EA **No Bid**

15.2 Section XV: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA **No Bid**

16 Package Header

Section XVI: Automotive Parts: Brake Disc Pads, Rotors, Caliper s for Emergency Vehicles Only - Police Package. *****Only acceptable brands for this section: Raybestos, Bendix or approved equal****.

Quantity: 1 UOM: PKG — **No Bid**

Package Items

16.1 Front Disc Pads #ATD931P w / abutment kit

Quantity: 100 UOM: Sets — **No Bid**

16.2 Rear Disc Pads #ATD1040AP w/ abutment kit

Quantity: 100 UOM: Sets — **No Bid**

16.3 Rotors #RB680110

Quantity: 100 UOM: EA — **No Bid**

16.4 Rotors #RB680129

Quantity: 100 UOM: EA — **No Bid**

16.5 Front Calipers# RC11381P

Quantity: 10 UOM: EA — **No Bid**

16.6 Front Calipers #RC11382P

Quantity: 10 UOM: EA — **No Bid**

16.7 Rear Calipers #RC11821P

Quantity: 10 UOM: EA — **No Bid**

16.8 Rear Calipers #RC11822P

Quantity: 10 UOM: EA — **No Bid**

16.9 Front Disc Pads #ATD1057P w/abutment kit

Quantity: 40 UOM: Sets — **No Bid**

16.10 Rear Disc Pads #ATD1058P w/abutment kit

Quantity: 40 UOM: Sets — **No Bid**

16.11 Rotors #780256P

Quantity: 60 UOM: EA — **No Bid**

16.12 Front Calipers #RC11701P

Quantity: 5 UOM: EA — **No Bid**

16.13 Front Calipers #RC11702P

Quantity: 5 UOM: EA — **No Bid**

16.14 Rear Calipers #RC11767P

Quantity: 20 UOM: EA — **No Bid**

16.15 Section XVI: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA — **No Bid**

17 Package Header

Section XVII: Automotive Parts: Package 2015 Ford Explorer SUV Police*****

Quantity: 1 UOM: PKG — **No Bid**

Package Items

17.1 Front Disc #ATD1508SV w/abutment kit

Quantity: 100 UOM: Sets — **No Bid**

17.2 Rear Disc Pads #ATD1377SV w/abutment kit

Quantity: 100 UOM: Sets — ***No Bid***

17.3 Rot or s Frt. #680758R

Quantity: 100 UOM: EA — ***No Bid***

17.4 Rotors RR #68686R

Quantity: 100 UOM: EA — ***No Bid***

17.5 Front Calipers #RC12051

Quantity: 10 UOM: EA — ***No Bid***

17.6 Front Calipers #RC12052

Quantity: 10 UOM: EA — ***No Bid***

17.7 Rear Calipers RC12563P

Quantity: 10 UOM: EA — ***No Bid***

17.8 Rear Calipers RC12564P

Quantity: 10 UOM: EA — ***No Bid***

17.9 Section XVII: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA — ***No Bid***

Response Total: $112,711.12

Evaluation Form (Example)

Sections	Criteria	Max Points	Weighted %	Points x Weight
I	Pricing & % Discount (28.0 & 36.0)	50	50%	25.00
II	Past Performance (29.0)	10	60%	6.00
III	Percentage of stocked item# (30.0)	20	80%	16.00
IV	Local Service & Delivery Time (31.0)	20	70%	14.00
			Total Score	**61.00**

27.0 Required Submittals
The City of Laredo will be utilizing best value evaluation criteria to select the contract vendor (s). You are asked to respond to the following questions and provide concise responses to these questions. Do include boilerplate marketing brochures or informational documents with your responses. **Documentation can be uploaded on to Cit-E-Bid.**

28.0 Section I- Pricing & Discount (50 Points)
Provide a detailed cost schedule by line item and or section. You may bid on all or some of the sections described in this bid request. The contract vendor will be required to provide the City of Laredo's Purchasing Division with the most current cost price schedule. The City has listed a core list of general automotive products. Contract pricing is requested on the listed items.

No exceptions or substitutes are permitted. Vendors must provide contract pricing for the exact items listed in the schedule.

Sham pricing will result in disqualification of the proposal submittal.

29.0 Section II - Past Performance (10 Points)
Indicate the number of automotive service contracts that your company has performed during the past five years with governmental agencies. Provide the owner's name and telephone number, a brief description of the awarded contract and the contract value for each contract award.

Explain your return merchandise procedures and policy.

Has your company been disqualified or debarred from participating in any RFP's/Bids in the last 5 years? If yes, please provide details.

30.0 Section III - Percentage of stocked item on hand (20 Points)
Provide percentage of stocked items for each section of this proposal.

Section	Percentage	Section	Percentage
I	95 %	IX	%
II	%	X	%
III	%	XI	%
IV	%	XII	%
V	%	XIII	%
VI	%	XIV	%
VII	%	XV	%
VIII	%	XVI	%

We have A Local store once we get the Bid we will have parts in stock or 7-day working days for parts to come in 6440 Gacin Rd.

35.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) Fleet Pride

Signature of person authorized to sign bid Raymundo maldonado Date 05-24-21

Print Name of person authorized to sign bid Raymundo Maldonado

Title: Manager

Business Address: 8410 Gavin Rd

City, State, Zip Code: Laredo, TX 78045

Telephone Number: 956-722-0761 Fax Number: 956-722-0750

Contact Person Email Address: Raymundo.maldonado@fleetpride.com

Federal Tax ID Number: 63-0614070

Bidders Principal/Corporate Place of Business Address: Corp

Indicated Status of Business:

Corporation ✓ Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: 30 yrs

If applicable, list all other names under which the Business identified above operated in the last five years.

_____

_____

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? (Yes) / No

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / (No)

Is any litigation pending against the Business? Yes / (No)

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / (No)
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / (No)

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / (No)

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / (No)

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / (No)

Is the Business in arrears in any contract or debt? Yes / (No)

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / (No)

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / (No)

State if company is a certified minority business enterprise:
Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify _____

This company is not a certified minority business: X

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

85	# 51734 oil	52	$	$	
86	# 51748 oil	120	$	$	
87	# 51749 oil	291	$	$	
88	# 51750 Refuse Truck	167	$	$	
89	# 51791 oil	260	$	$	
90	# 51792 oil	200	$	$	
91	# 51798 oil	136	$	$	
92	# 51801 oil	72	$	$	
93	# 57037 oil	92	$	$	
94	# 57060 oil	127	$	$	
95	# 57182 oil	192	$	$	
96	# 57243 Aux. sweepers oil filter	13	$	$	
97	# 57314 Eng.oil filter	200	$	$	
98	#57750 Deere OF	1000			
TOTAL SECTION I				$	

36.2 Section II: Automotive Parts - Belts, Hoses, & Cooling
(Belts, hoses, water pump, gasket, fan & clutch, thermostat, fan motors, switches, & related items)

Percent of discount offered	%
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price Schedule Number	
Date of price schedule	
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	

Company Name: Fleet Pride

Owner/President Name: Mike Duffy

Company Address: 600 E. Las Colinas Blvd. Suite 400

City, State, Zip Code: Irving, TX

Company Authorized Representative's Signature: Raymundo Maldonado

Company Representative's Name: Raymundo Maldonado

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

37.0 Tab C- Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040,** a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is *a* Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731

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.

Ray Mundo Maldonado — Signature — 5-24-2

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.**

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity — Date

38.0 Tab D **AFFIDAVIT**

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is Raymundo Maldonado (manager)
(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 27th day of MAY 20 21.

SANTIAGO GARZA
Notary Public, State of Texas
Comm. Expires 05-30-2022
Notary ID 128635954

Notary Public

My commission expires:
05/30/2022

39.0 Tab E

City of Laredo
Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 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
Raymundo		Maldonado	

***2. Contract Information.**

a) Contract or Project name(s): Automotive Parts - B.d# FY 21-065

b) Originating Department(s): Fleet Dept

***3 Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Name (Print)	Signature	Name (Print)	Signature
Raymundo Maldonado			

***4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

☒ Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

☐ Name of partner, parent, or subsidiary business entity(ies): _____

***5. List any individuals or entities that will be subcontractors on this contract.**

☒ Not applicable. No subcontractors will be retained for this contract.

☐ Subcontractors may be retained, but have not been selected at the time of this submission.

☐ List of subcontractors: _____

***6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.**

☒ Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

☐ List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract: _____

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

a) Any individual seeking contract with the city (Question 3)
b) Any owner or officer of entity seeking contract with the city (Question 3)
c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
d) Any subcontractor or owner/office of subcontracting entity retained for the contract (Question 5)
e) The spouse of any individual listed in response to (a) through (d) above
f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☒ Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these individuals.

☐ List of contributors: _____

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised

by these city officials?

☒ I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflict(s) of interest: _____

***Acknowledgements**

☒ **Updates Required**
I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☒ **No Contract with City Officials or Staff during Contract Evaluation**
I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**
Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

☒ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

☒ I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Raymundo Maldonado — Name (Print)
Raymundo Maldonado — Signature
Manager — Title
Fleet Pride — Company or DBA
5-24-21 — Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:

City of Laredo
P.O. Box 579
Laredo, TX 78042-0579

40.0 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

40.1 Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

40.2 Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:
46.1. Application
46.3. Definitions
46.5. Disclosure of Interested Parties Form

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	**OFFICE USE ONLY**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Fleet Pride 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.

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.

63-0680170

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☒

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

********** **Does Not Need to be Notarized**********

41.0 Vendors Instructions:

Hand delivered proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on May 27, 2021; and all proposals received will be opened and publicly acknowledged at 10:00 AM at the Office of the City Secretary on May 28, 2021.**

Proposals are to be submitted in a sealed envelope clearly marked:

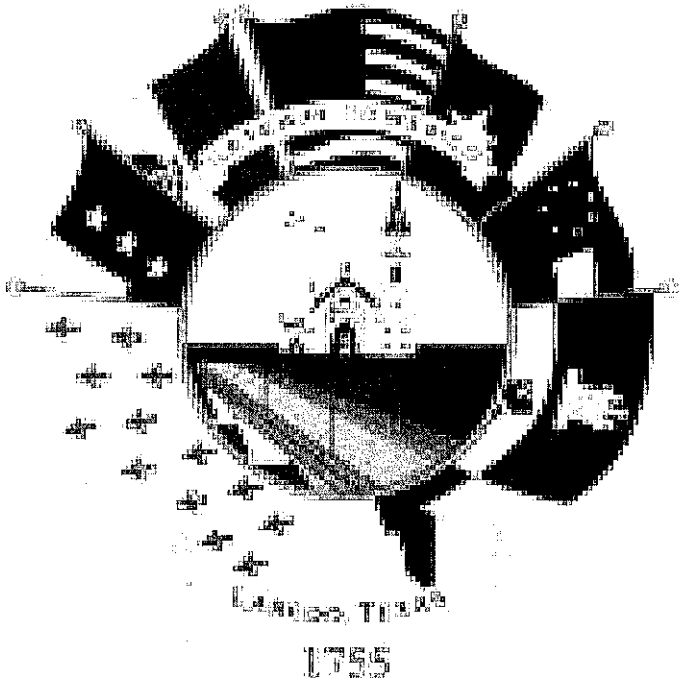
Proposal: Automotive Parts – Fleet Department
FY21-068

Proposals can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

or

Hand Delivered:

City of Laredo - City Secretary
C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040



FY21-068 Automotive Parts
Toro Auto Sales
Supplier Response

Event Information

Number: FY21-068 Automotive Parts
Title: Automotive Parts - Fleet Department
Type: Request For Proposal
Issue Date: 5/5/2021
Deadline: 5/27/2021 05:00 PM (CT)

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

Toro Auto Sales Information

Contact: James Gonzalez/Janet Reyes/Pedro Nunez
Address: 1001 Guadalupe St
Laredo, TX 78040
Phone: (956) 753-8676
Fax: (956) 753-8677
Email: bids@toroauto.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Janet Reyes
Signature

jreyes@toroauto.com
Email

Submitted at 5/27/2021 1:44:50 PM

Response Attachments

CIQ.pdf

CIQ

LINE#44.pdf

LINE#44

LINE#45.pdf

LINE#45

LINE#46.pdf

LINE#46

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)** Toro Automotive LLC
3	**Print Name of person authorized to sign bid** Janet Reyes
4	**Title** General Manager
5	**Business Address** 1001 Guadalupe st

6	**City, State, Zip Code** Laredo, Texas 78040
7	**Telephone Number** (956) 753-8676
8	**Federal Tax ID Number** 46-0549451
9	**Bidders Principal/Corporate Place of Business Address** 1001 Guadalupe st
10	**Indicated Status of Business** Partnership
11	**If other state business status** n/a
12	**State how long under its present bsuiness name** 8 years
13	**If applicable, list all other names under which the Business identified above operated in the last five years** Toro Motors LLC DBA Toro Auto Sakes
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. n/a

19 **Question #5**

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award?

No

20 **Question #6**

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting?

No

21 **Question #7**

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract?

No

22 **Question #8**

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default?

No

23 **Question #9**

Is the Business in arrears in any contract or debt?

No

24 **Question #10**

Has the Business been a defaulter, as a principal, surety, or otherwise?

No

25 **Question #11**

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason?

No

26 **State if the Company is a certified minority business enterprise**

The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

27 **Historically Underutilized Business (HUB)**

No

28 **Small Disadvantaged Business Enterprise (SDBC)**

No

29 **Disadvantaged Business Enterprise (DBE)**

No

30 **Other: Please specify**

n/a

31	**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 ".
32	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** Toro Automotive LLC / Janet Reyes /956-753-8676
33	**State how long under has the business been in its present business name** 8 years
34	**If applicable, list all other names under which the Business identified above operated in the last five years** Toro Motors LLC DBA Toro Auto Sales
35	**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.
36	**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
37	**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
38	**State if the Company is a certified minority business enterprise** This company is not a certified minority business

39 **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.

40 **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.

41 **Conflict of Interest Questionnaire**

Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?

Yes

42 **Terms and Conditions Request for Proposals**

TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail.
A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

GENERAL CONDITIONS Vendors are required to submit Proposals upon the following expressed conditions: (a) Vendors shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation. (b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor. (c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter

and/or applicable City Ordinances, State and Federal Statutes.

1. 0 PREPARATION OF PROPOSALS Proposals will be prepared in accordance with the following: (a) All information required by the proposal form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern. (c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum. (d) Proposed delivery time must be shown and shall include business days. (e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

3.0 SUBMISSION OF HAND DELIVERED PROPOSALS (a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to the City of Laredo, City Secretary's Office, City Hall Third Floor, 1110 Houston Street. (b) Proposals forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.** (c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense. (d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity bids may be requested by the City. (e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.

4.0 REJECTION OF PROPOSALS The City may reject a proposal if: (a) Vendor misstates or conceals any material fact in the proposal. (b) Proposal does not strictly conform to the law or the requirements of the proposal. (c) Vendor is in arrears on existing contracts or taxes with the City of Laredo. (d) If proposals are conditional. Vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications. (e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes. (f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices. (g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary. (h) The City may waive any minor informalities or irregularities in any proposal.

5.0 WITHDRAWAL OF PROPOSALS Proposals may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE PROPOSALS OR MODIFICATIONS Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

7.0 CLARIFICATION AND PROTEST PROCEDURE (a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo If the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041 mpescador@ci.laredo.tx.us Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Reponses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved. (b) For solicitations for goods and non-professional services valued at more than $50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to

alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award. All protests regarding the bid solicitation process must be submitted in writing by certified mail to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041 mpescador@ci.laredo.tx.us Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

8.0 VENDOR DISCOUNTS (a) Percentage discounts within a certain period of time will be accepted but cannot be used in RFP evaluations. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo. (b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT (a) ANNUAL SERVICE CONTRACT: The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT The contract will be awarded by sections and based on (best value criteria) as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code. There will be one primary vendor and three secondary vendors for this contract. 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

43 **Ordinace 2018-O-175**

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

No response

44 Past Performance (10 Points)

Indicate the number of automotive service contracts that your company has performed during the past five years with governmental agencies. Provide the owner's name and telephone number, a brief description of the awarded contract and the contract value for each contract award.
Explain your return merchandise procedures and policy.
Has your company been disqualified or debarred from participating in any RFP's/Bids in the last 5 years? If yes, please provide details.
Documentation shall be uploaded onto Cit-E-Bid

Yes

45 Percentage of stock items on hand (20 Points)

Provide percentage of stocked items for each section of this proposal.

Section	Percentage	Section	Percentage
I	%	IX	%
II	%	X	%
III	%	XI	%
IV	%	XII	%
V	%	XIII	%
VI	%	XIV	%
VII	%	XV	%
VIII	%	XVI	%

Documentation shall be uploaded onto Cit-E-Bid

Yes

46 Local Service & Delivery Time (20 Points)

Does your company have a local operation where parts are stocked? If so, provide the address of all Laredo area locations.
Delivery time for all items ordered under the terms and conditions of this contract are _____working days from date of order.
Documentation shall be uploaded onto Cit-E-Bid

Yes

Bid Lines

1 Package Header

Section I: Fuel, Air & Oil Filters (Wix) Stock Numbers Or Approved Equal

(Pricing & Percentage Discount) 50 Points

Quantity: 1 UOM: PKG Total: $162,451.10

Package Items

1.1 # 33011 fuel
Quantity: 52 UOM: EA Price: $3.44 Total: $178.88

1.2 #33032 Fuel
Quantity: 12 UOM: EA Price: $2.95 Total: $35.40

1.3 #33109 Fuel
Quantity: 55 UOM: EA Price: $4.44 Total: $244.20

1.4 #33166 Fuel
Quantity: 6 UOM: EA Price: $4.33 Total: $25.98

1.5 #33210 Fuel
Quantity: 36 UOM: EA Price: $9.78 Total: $352.08

1.6 #33296 Fuel
Quantity: 38 UOM: EA Price: $4.95 Total: $188.10

1.7 #33357 Fuel
Quantity: 10 UOM: EA Price: $6.87 Total: $68.70

1.8 #33358 Fuel
Quantity: 24 UOM: EA Price: $8.70 Total: $208.80

1.9 #33377 Fuel
Quantity: 178 UOM: EA Price: $8.67 Total: $1,543.26

1.10 #33392 Fuel
Quantity: 50 UOM: EA Price: $26.22 Total: $1,311.00

1.11 #33405 Fuel
Quantity: 13 UOM: EA Price: $9.58 Total: $124.54

1.12 #33406 Fuel
Quantity: 100 UOM: EA Price: $11.27 Total: $1,127.00

1.13 #33412 Fuel
Quantity: 48 UOM: EA Price: $22.85 Total: $1,096.80

1.14 #33442 Fuel
Quantity: 22 UOM: EA Price: $14.05 Total: $309.10

1.15 #33472 Fuel
Quantity: 22 UOM: EA Price: $9.93 Total: $218.46

1.16 #33481 Fuel
Quantity: 27 UOM: EA Price: $6.63 Total: $179.01

1.17 #33518 Fuel
Quantity: 43 UOM: EA Price: $19.03 Total: $818.29

1.18 #33546 Fuel
Quantity: 12 UOM: EA Price: $13.25 Total: $159.00

1.19 #33548 Fuel

Quantity: 51 UOM: EA Price: $12.40 Total: $632.40

1.20 #33595 Fuel

Quantity: 123 UOM: EA Price: $5.46 Total: $671.58

1.21 #33604 Fuel

Quantity: 158 UOM: EA Price: $22.77 Total: $3,597.66

1.22 #33638 Fuel

Quantity: 19 UOM: EA Price: $15.73 Total: $298.87

1.23 #33668 Fuel

Quantity: 13 UOM: EA Price: $15.27 Total: $198.51

1.24 #33791 Fuel

Quantity: 39 UOM: EA Price: $9.53 Total: $371.67

1.25 #33899 Fuel

Quantity: 47 UOM: EA Price: $40.21 Total: $1,889.87

1.26 #33936 Fuel

Quantity: 175 UOM: EA Price: $12.79 Total: $2,238.25

1.27 #33950 Fuel

Quantity: 200 UOM: EA Price: $29.41 Total: $5,882.00

1.28 #33674 Fuel

Quantity: 180 UOM: EA Price: $9.93 Total: $1,787.40

1.29 #33966 Fuel

Quantity: 116 UOM: EA Price: $13.40 Total: $1,554.40

1.30 #42124 Air

Quantity: 40 UOM: EA Price: $32.70 Total: $1,308.00

1.31 #42226 Air

Quantity: 177 UOM: EA Price: $24.70 Total: $4,371.90

1.32 #42321 Air

Quantity: 115 UOM: EA Price: $33.60 Total: $3,864.00

1.33 #42488 Air

Quantity: 123 UOM: EA Price: $10.30 Total: $1,266.90

1.34 #42610 Air

Quantity: 15 UOM: EA Price: $56.29 Total: $844.35

1.35 #42691 Air

Quantity: 200 UOM: EA Price: $88.50 Total: $17,700.00

1.36 #42731 Air

Quantity: 51 UOM: EA Price: $35.61 Total: $1,816.11

1.37 #42812 Air

Quantity: 148 UOM: EA Price: $73.98 Total: $10,949.04

1.38 #42679 Air

Quantity: 42 UOM: EA Price: $19.57 Total: $821.94

1.39 #42824 Air

Quantity: 22 UOM: EA Price: $33.45 Total: $735.90

1.40 #42843 Magnum AF

Quantity: 237 UOM: EA Price: $11.61 Total: $2,751.57

1.41 #42868 Air

Quantity: 62 UOM: EA Price: $33.63 Total: $2,085.06

1.42 #42985 Air

Quantity: 61 UOM: EA Price: $13.08 Total: $797.88

1.43 #46077 Air

Quantity: 15 UOM: EA Price: $5.43 Total: $81.45

1.44 #46134 Air

Quantity: 150 UOM: EA Price: $4.99 Total: $748.50

1.45 #46174 Air

Quantity: 25 UOM: EA Price: $4.93 Total: $123.25

1.46 #46213 Air

Quantity: 15 UOM: EA Price: $10.30 Total: $154.50

1.47 #46253 Ranger AF

Quantity: 168 UOM: EA Price: $6.93 Total: $1,164.24

1.48 #46360 Mower AF

Quantity: 11 UOM: EA Price: $12.79 Total: $140.69

1.49 #46418 Air

Quantity: 150 UOM: EA Price: $10.26 Total: $1,539.00

1.50 #46429 Air

Quantity: 75 UOM: EA Price: $17.76 Total: $1,332.00

1.51 #46433 Air

Quantity: 100 UOM: EA Price: $22.26 Total: $2,226.00

1.52 # 46438 mower AF (o)

Quantity: 145 UOM: EA Price: $13.68 Total: $1,983.60

1.53 # 46449 mower AF

Quantity: 145 UOM: EA Price: $10.89 Total: $1,579.05

1.54 # 46522 aux Eng AF

Quantity: 106 UOM: EA Price: $17.21 Total: $1,824.26

1.55 # 46562 air filter (o)

Quantity: 42 UOM: EA Price: $24.61 Total: $1,033.62

1.56 # 46569 air filter (o)

Quantity: 37 UOM: EA Price: $14.58 Total: $539.46

1.57 # 46671 air filter cs (o)

Quantity: 77 UOM: EA Price: $19.47 Total: $1,499.19

1.58 # 46672 air filter cs (i)

Quantity: 67 UOM: EA Price: $15.56 Total: $1,042.52

1.59 # 46728 Air

Quantity: 49 UOM: EA Price: $16.31 Total: $799.19

1.60 # 46744 sweeper Main

Quantity: 15 UOM: EA Price: $29.70 Total: $445.50

1.61 # 46804 Air

Quantity: 41 UOM: EA Price: $10.00 Total: $410.00

1.62 # 46917 Air

Quantity: 8 UOM: EA Price: $5.22 Total: $41.76

1.63 # 46919 Refuse truck rear

Quantity: 128 UOM: EA Price: $51.42 Total: $6,581.76

1.64 # 46935 Air

Quantity: 350 UOM: EA Price: $6.45 Total: $2,257.50

1.65 # 49082 Cab a/c

Quantity: 123 UOM: EA Price: $11.57 Total: $1,423.11

1.66 # 49883 F-250 AF

Quantity: 61 UOM: EA Price: $9.19 Total: $560.59

1.67 # 49886 Air

Quantity: 237 UOM: EA Price: $41.52 Total: $9,840.24

1.68 # 51040 Oil

Quantity: 19 UOM: EA Price: $3.00 Total: $57.00

1.69 # 51056 Oil

Quantity: 11 UOM: EA Price: $6.11 Total: $67.21

1.70 # 51061 Oil

Quantity: 20 UOM: EA Price: $3.46 Total: $69.20

1.71 # 51085 Mg oil filter

Quantity: 462 UOM: EA Price: $3.59 Total: $1,658.58

1.72 # 51334 mower OF

Quantity: 72 UOM: EA Price: $3.21 Total: $231.12

1.73 # 51348 Oil

Quantity: 700 UOM: EA Price: $3.02 Total: $2,114.00

1.74 # 51365 M.O.F.

Quantity: 32 UOM: EA Price: $3.80 Total: $121.60

1.75 # 51372 Oil

Quantity: 900 UOM: EA Price: $3.42 Total: $3,078.00

1.76 # 51356 M.O.F

Quantity: 22 UOM: EA Price: $3.64 Total: $80.08

1.77 # 51394 Oil

Quantity: 53 UOM: EA Price: $3.20 Total: $169.60

1.78 # 51459 CAT OF

Quantity: 12 UOM: EA Price: $6.64 Total: $79.68

1.79 # 51515 Oil

Quantity: 19 UOM: EA Price: $3.43 Total: $65.17

1.80 # 51522 Oil

Quantity: 100 UOM: EA Price: $3.30 Total: $330.00

1.81 # 51551 MFH

Quantity: 36 UOM: EA Price: $4.94 Total: $177.84

1.82 # 51602 Oil

Quantity: 18 UOM: EA Price: $4.71 Total: $84.78

1.83 # 51516 Oil

Quantity: 125 UOM: EA Price: $3.10 Total: $387.50

1.84 # 51721 Hyd Filter

Quantity: 47 UOM: EA Price: $58.60 Total: $2,754.20

1.85 # 51734 Oil

Quantity: 52 UOM: EA Price: $9.97 Total: $518.44

1.86 # 51748 Oil

Quantity: 120 UOM: EA Price: $23.06 Total: $2,767.20

1.87 # 51749 Oil

Quantity: 291 UOM: EA Price: $14.42 Total: $4,196.22

1.88 # 51750 Refuse Truck

Quantity: 167 UOM: EA Price: $23.47 Total: $3,919.49

1.89 # 51791 Oil

Quantity: 260 UOM: EA Price: $6.94 Total: $1,804.40

1.90 # 51792 Oil

Quantity: 200 UOM: EA Price: $11.51 Total: $2,302.00

1.91 # 51798 Oil

Quantity: 136 UOM: EA Price: $13.00 Total: $1,768.00

1.92 # 51801 Oil

Quantity: 72 UOM: EA Price: $17.06 Total: $1,228.32

1.93 # 57037 Oil

Quantity: 92 UOM: EA Price: $10.93 Total: $1,005.56

1.94 # 57182 Oil

Quantity: 192 UOM: EA Price: $7.73 Total: $1,484.16

1.95 # 57060 Oil

Quantity: 127 UOM: EA Price: $3.06 Total: $388.62

1.96 # 57243 Aux. sweepers oil filter

Quantity: 13 UOM: EA Price: $10.33 Total: $134.29

1.97 # 57314 Eng.oil filter

Quantity: 200 UOM: EA Price: $13.27 Total: $2,654.00

1.98 #57750 Deere OF

Quantity: 1000 UOM: EA Price: $10.76 Total: $10,760.00

1.99 Section I: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA Total: 75%

2 Package Header

Section II: Automotive Parts - Belts, Hoses, & Cooling
(Belts, hoses, water pump, gasket, fan & clutch, thermostat, fan motors, switches, & related items)

Quantity: 1 UOM: PKG Total: *No response*

Package Items

2.1 Percent of Discount Offered

Quantity: 1 UOM: EA Total: 40%

2.2 Section II: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA Total: 75%

3 Package Header

Section III- Automotive Parts - Brakes, related items & wheel be a rings.

Quantity: 1 UOM: PKG Total: $31,294.95

Package Items

3.1 723 Brake, Shoe

Quantity: 20 UOM: EA Price: $25.20 Total: $504.00

3.2 3030 Brake, Booster

Quantity: 20 UOM: EA ***No Bid***

3.3 4148 Brake, Seal

Quantity: 200 UOM: EA Price: $5.36 Total: $1,072.00

3.4 4160 Brake, Seal, Front, F250-F350

Quantity: 77 UOM: EA Price: $8.98 Total: $691.46

3.5 7114 Brake, Pads Semi Metallic
Rear F 150

Quantity: 22 UOM: EA Price: $39.04 Total: $858.88

3.6 145076 Front Rotor Ranger

Quantity: 60 UOM: EA Price: $36.95 Total: $2,217.00

3.7 3W1Z1225AA Ford, Brake, Bearing

Quantity: 20 UOM: EA Price: $13.49 Total: $269.80

3.8 86605 Ford, Brake, Seal

Quantity: 14 UOM: EA Price: $2.32 Total: $32.48

3.9 8C3Z1190A Ford, Brake, Seal

Quantity: 40 UOM: EA Price: $7.16 Total: $286.40

3.10 91505 Brake, Seal

Quantity: 100 UOM: EA Price: $7.85 Total: $785.00

3.11 9864S Oil Seal

Quantity: 4 UOM: EA Price: $6.72 Total: $26.88

3.12 12 Brakes, Bearing

Quantity: 48 UOM: EA Price: $6.15 Total: $295.20

3.13 13 Brakes, Bearing

Quantity: 5 UOM: EA Price: $6.50 Total: $32.50

3.14 AIB Brakes, Bearing

Quantity: 40 UOM: EA Price: $7.00 Total: $280.00

3.15 A2 Brakes, Bearing

Quantity: 20 UOM: EA Price: $5.25 Total: $105.00

3.16 AS Brakes, Bearing

Quantity: 75 UOM: EA Price: $7.09 Total: $531.75

3.17 A6 Brakes, Bearing

Quantity: 75 UOM: EA Price: $6.00 Total: $450.00

3.18 EOA Z21498B Ford, Brakes, Brake Washer

Quantity: 25 UOM: EA ***No Bid***

3.19 F67Z1SI I 77 ACA Ford, Axle, Seal

Quantity: 20 UOM: EA ***No Bid***

3.20 MKD1012 Brake, Pads, Rear

Quantity: 30 UOM: EA Price: $39.17 Total: $1,175.10

3.21 MKD1057AFM Rear Brakes, Rear Charger Severe Duty

Quantity: 20 UOM: EA Price: $32.32 Total: $646.40

3.22 MKD1058FM Brakes, Pads Front Charger 05-07

Quantity: 20 UOM: EA Price: $32.13 Total: $642.60

3.23 MKD1066 Brakes, FSS0 w/ Sensor

Quantity: 13 UOM: EA Price: $65.47 Total: $851.11

3.24 MKD067 Brake Pads

Quantity: 13 UOM: EA Price: $47.74 Total: $620.62

3.25 MKD1068 Brakes, Rear Pads Ford 05-08

Quantity: 10 UOM: EA Price: $45.86 Total: $458.60

3.26 MKD1069 Brake, Pads, Front

Quantity: 10 UOM: EA Price: $49.95 Total: $499.50

3.27 MKD1083 Brake, Pads, Front

Quantity: 39 UOM: EA Price: $47.01 Total: $1,833.39

3.28 MKD679 Brake, Front Pads FIS0-200-2005

Quantity: 50 UOM: EA Price: $38.37 Total: $1,918.50

3.29 MKD702 Brakes, Rear Pads (RAM 2500)

Quantity: 10 UOM: EA Price: $38.02 Total: $380.20

3.30 MKD777FM Brakes, F450/550 99-07 WO/SENSOR

Quantity: 10 UOM: EA Price: $59.94 Total: $599.40

3.31 MKD785 Brake, Pads, Front

Quantity: 15 UOM: EA Price: $48.54 Total: $728.10

3.32 MKD824 Brakes, Pads F350 Front

Quantity: 35 UOM: EA Price: $53.28 Total: $1,864.80

3.33 MKD833 Brake, Pads, Front, Ran

Quantity: 80 UOM: EA Price: $36.25 Total: $2,900.00

3.34 M KD931FM Brake, Pads, Titanium Metallic C.V.

Quantity: 48 UOM: EA Price: $47.71 Total: $2,290.08

3.35 MKD932FM Brakes, Pads, Titanium Metallic C.V.

Quantity: 36 UOM: EA Price: $35.00 Total: $1,260.00

3.36 PRTS258 Rear Rotor F350 Super Duty

Quantity: 10 UOM: EA Price: $33.86 Total: $338.60

3.37 PRT5519 Brake Front, Rotor

Quantity: 21 UOM: EA Price: $84.08 Total: $1,765.68

3.38 PRTSS20 Ford FRT Rotor 7 Stud 2WD FISO

Quantity: 10 UOM: EA Price: $83.88 Total: $838.80

3.39 PRT565 1 Brakes, Front Rotors H.D. Dodge Mag/Cha

Quantity: 12 UOM: EA Price: $40.75 Total: $489.00

3.40 PRT5739 Brakes, Rea r Rotor Dodge Mag/Char Rd

Quantity: 12 UOM: EA Price: $42.69 Total: $512.28

3.41 RS704 Brakes, Rear Shoes

Quantity: 4 UOM: EA Price: $20.18 Total: $80.72

3.42 RS705 Brakes, Rear Shoes

Quantity: 4 UOM: EA Price: $25.91 Total: $103.64

3.43 RS745 Brake, Emergency Brakes

Quantity: 4 UOM: EA Price: $14.87 Total: $59.48

3.44 Section III: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA Total: 75%

4 Package Header

Section IV: Brakes/Miscellaneous Brake Parts

Quantity: 1 UOM: PKG Total: *No response*

Package Items

4.1 Percent of Discount Offered

Quantity: 1 UOM: EA Total: 40%

4.2 Section IV: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA Total: 75%

5 Package Header

Section V: Automotive Parts - Chassis& Steering
(Shocks & struts, suspension parts, steering parts, power steering hose & pump s, power steering kits & seals, front springs, rear springs, & related• items)

Quantity: 1 UOM: PKG Total: *No response*

Supplier Notes: Moog

Package Items

5.1 Percent of Discount Offered

Quantity: 1 UOM: EA Total: 40%

5.2 Section V: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA Total: 75%

6 Package Header

Section VI: Automotive Parts- Drive Train
(Transmission filters & parts, U & CV joints, drive axle parts, wheel bearings & seals, clutch & flywheel, & related items)

Quantity: 1 UOM: PKG Total: *No response*

Supplier Notes: GSP

Package Items

6.1 Percent of Discount Offered

Quantity: 1 UOM: EA Total: 40%

6.2 Section VI: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA Total: 75%

7 Package Header

Section VII: Automotive Parts- Electrical
(Alternators & generators, starter, solenoid, relay & switches, battery cables, charging system parts, starting system parts, lamps, flashers, coils, modules, & other ignition parts and related items)

Quantity: 1 UOM: PKG Total: *No response*

Supplier Notes: Remy

Package Items

7.1 Percent of Discount Offered

Quantity: 1 UOM: EA Total: 45%

7.2 Section VII: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA Total: 75%

8 Package Header

Section VIII: Automotive Parts- Exhaust
(Exhaust system, clutch & flywheel, and related items)

Quantity: 1 UOM: PKG Total: *No response*

Supplier Notes: Perfection Clutch

Package Items

8.1 Percent of Discount Offered

Quantity: 1 UOM: EA Total: 40%

8.2 Section VIII: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA Total: 75%

9 Package Header

Section IX: Automotive Parts: Fuel & Emission-Cat Converter, NOX, DPF, etc.

Quantity: 1 UOM: PKG Total: *No response*

Supplier Notes: Carter

Package Items

9.1 Percent of Discount Offered

Quantity: 1 UOM: EA Total: 40%

9.2 Section IX: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA Total: 75%

10 Package Header

Section X: Automotive Parts: Heating & Air Condition
(Heater valves, heater cores, blower motors, AC heater switch & relay, AC Compressor, clutch, Idler assembly, AC compressor parts, AC filter, valve condenser, evaporator, AC hose/bet, and related items)

Quantity: 1 UOM: PKG Total: *No response*

Supplier Notes: Four Seasons

Package Items

10.1 Percent of Discount Offered

Quantity: 1 UOM: EA Total: 40%

10.2 Section X: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA Total: 75%

11 Package Header

Section XI: Automotive Parts: Ignition
(Engine filters, spark plugs, tune-up & ignition, coils, modules, ignition wires, and related items)

Quantity: 1 UOM: PKG Total: *No response*

Supplier Notes: Standard

Package Items

11.1 Percent of Discount Offered

Quantity: 1 UOM: EA Total: 40%

11.2 Section XI: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA Total: 75%

12 Package Header

Section XII: Automotive Parts: Lamps Bulbs, Flashers & Switches (Body switches & relay, sealed beams, lamps & flashers, and related items)

Quantity: 1 UOM: PKG Total: *No response*

Supplier Notes: Eiko or Peak

Package Items

12.1 Percent of Discount Offered

Quantity: 1 UOM: EA Total: 45%

12.2 Section XII: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA Total: 75%

13 Package Header

Section XIII: Automotive Parts: Shocks & Struts
(Front spring, rear springs, shocks & struts, steering parts, suspension parts, and related items)

Quantity: 1 UOM: PKG Total: *No response*

Supplier Notes: GSP

Package Items

13.1 Percent of Discount Offered

Quantity: 1 UOM: EA Total: 40%

13.2 Section XIII: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA Total: 75%

14 Package Header

Section XIV: Automotive Parts: Wipers, Blades, Arms & Motors
(Body switch & relays, wipers, arms & related items)

Quantity: 1 UOM: PKG Total: *No response*

Supplier Notes: Anco

Package Items

14.1 Percent of Discount Offered

Quantity: 1 UOM: EA Total: 45%

14.2 Section XIV: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA Total: 75%

15 Package Header

Section XV: Automotive Parts: Service Lubricants
(Grease tubes, B-12 WD40 adhesive, black silicone starting fluid related items)

Quantity: 1 UOM: PKG Total: *No response*

Supplier Notes: Prime/highline warren

Package Items

15.1 Percent of Discount Offered

Quantity: 1 UOM: EA Total: 40%

15.2 Section XV: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA Total: 75%

16 Package Header

Section XVI: Automotive Parts: Brake Disc Pads, Rotors, Caliper s for Emergency Vehicles Only - Police Package. *****Only acceptable brands for this section: Raybestos, Bendix or approved equal****.

Quantity: 1 UOM: PKG Total: $36,806.30

Supplier Notes: Raybestos

Package Items

16.1 Front Disc Pads #ATD931P w / abutment kit

Quantity: 100 UOM: Sets Price: $45.95 Total: $4,595.00

16.2 Rear Disc Pads #ATD1040AP w/ abutment kit

Quantity: 100 UOM: Sets Price: $45.95 Total: $4,595.00

16.3 Rotors #RB680110

Quantity: 100 UOM: EA Price: $84.98 Total: $8,498.00

16.4 Rotors #RB680129

Quantity: 100 UOM: EA Price: $56.97 Total: $5,697.00

16.5 Front Calipers# RC11381P

Quantity: 10 UOM: EA Price: $84.95 Total: $849.50

16.6 Front Calipers #RC11382P

Quantity: 10 UOM: EA Price: $84.95 Total: $849.50

16.7 Rear Calipers #RC11821P

Quantity: 10 UOM: EA Price: $61.95 Total: $619.50

16.8 Rear Calipers #RC11822P

Quantity: 10 UOM: EA Price: $61.95 Total: $619.50

16.9 Front Disc Pads #ATD1057P w/abutment kit

Quantity: 40 UOM: Sets Price: $45.95 Total: $1,838.00

16.10 Rear Disc Pads #ATD1058P w/abutment kit

Quantity: 40 UOM: Sets Price: $46.95 Total: $1,878.00

16.11 Rotors #780256P

Quantity: 60 UOM: EA Price: $78.98 Total: $4,738.80

16.12 Front Calipers #RC11701P

Quantity: 5 UOM: EA Price: $70.95 Total: $354.75

16.13 Front Calipers #RC11702P

Quantity: 5 UOM: EA Price: $70.95 Total: $354.75

16.14 Rear Calipers #RC11767P

Quantity: 20 UOM: EA Price: $65.95 Total: $1,319.00

16.15 Section XVI: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA Total: 75%

17 Package Header

Section XVII: Automotive Parts: Package 2015 Ford Explorer SUV Police*****

Quantity: 1 UOM: PKG Total: $30,314.00

Supplier Notes: Raybestos

Package Items

17.1 Front Disc #ATD1508SV w/abutment kit

Quantity: 100 UOM: Sets Price: $67.00 Total: $6,700.00

17.2 Rear Disc Pads #ATD1377SV w/abutment kit

Quantity: 100 UOM: Sets Price: $52.00 Total: $5,200.00

17.3 Rot or s Frt. #680758R

Quantity: 100 UOM: EA Price: $89.99 Total: $8,999.00

17.4 Rotors RR #68686R

Quantity: 100 UOM: EA Price: $64.75 Total: $6,475.00

17.5 Front Calipers #RC12051

Quantity: 10 UOM: EA Price: $59.00 Total: $590.00

17.6 Front Calipers #RC12052

Quantity: 10 UOM: EA Price: $59.00 Total: $590.00

17.7 Rear Calipers RC12563P

Quantity: 10 UOM: EA Price: $88.00 Total: $880.00

17.8 Rear Calipers RC12564P

Quantity: 10 UOM: EA Price: $88.00 Total: $880.00

17.9 Section XVII: Percentage of stocked item on hand 10%
Provide percentage of stocked items for this section.

Quantity: 1 UOM: EA Total: 75%

Response Total: $260,866.35

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.

Jimet Reyes — Name
Signature — Date 05-26-21

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.**
Toro Automotive LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**
(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**
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.

Signature of person doing business with the governmental entity — Date 5-26-21

Toro Automotive LLC

#44

City of Laredo -Miguel Pescador 956-794-1731

United Isd - Joe Aranda 956-473-6437

Uisd Police Department Rick Cortez 956-334-4171

Webb County - Juan Guerrero 956-523-4149

Goodbuy 19-20 8A000 Sherri Fitzpatrick 361-561-8481

Buyboard - Arturo Salinas 1800-695-2919

Laredo Independent School District Harley Hourigan 956-236-4516

Vehicle Repairs for Small & Medium Size Vehicles Contract FY21-013

Tires RFP 2018-048

Repairs & Services for District Wide Fleet RFP 044-2017

Contract Mechanical & Electrical Repairs FY-2020-2021

Tires , Tubes, Vehicle Equipment. 19-20 8A000

Automotive Parts, Fluids, Maintance and Equipment

Vehicle Maintance Tires and Repairs RFP#21-002

Rep

Co

Tires , T

Ve

Toro Automotive LLC

#45

Percentage of stock items on hand (20 Points)
Provide percentage of stocked items for each section of this proposal.

Section	Percentage	Section	Percentage
I	75%	IX	75%
II	75%	X	75%
III	75%	XI	75%
IV	75%	XII	75%
V	75%	XIII	75%
VI	75%	XIV	75%
VII	75%	XV	75%
VIII	75%	XVI	75%

#46

Local Service & Delivery Time (20 Points)

Does your company have a local operation where parts are stocked? If so, provide the address of all Laredo area locations.

YES

Delivery time for all items ordered under the terms and conditions of this contract are __**1**_____working days from date of order.

Toro Automotive LLC

1001 Guadalupe st

City Council-Regular

Meeting Date: 07/18/2022

Initiated By: Riazul Mia, Assistant City Manager

Staff Source: Ronald W. Miller, Fleet Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew the existing annual service contract FY19-003 for the purchase of Original Equipment Manufacturer (OEM) parts/service for the City's Caterpillar heavy equipment currently awarded to Holt CAT, Laredo, Texas, in an amount up to $350,000.00. 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 is an average price increase of 12% for this last extension period due to an increase in fuel costs. This is the last extension period for this contract. All parts and services will be secured on an as needed basis. Funding is available in the Fleet Maintenance Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one-year contract on 9/20/21.

BACKGROUND

This contract establishes a percentage discount on original equipment manufacturer parts and a labor rate for the City's Caterpillar heavy equipment. There is an average price increase of 12% for this last extension period due to an increase in fuel costs. 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 Contract Pricing:

Holt CAT

	Current Pricing	Proposed Price Increase
Discount Offered	0%	0%
Product I.D. (Mfr.)	Caterpillar Parts	Caterpillar Parts
Type Price Schedule (dealer jobber, etc..)	List	List
Labor Rate for Service	$ 164.00 Per Hour (Field)	$ 164.00 Per Hour (Field)
	$ 140.00 Per Hour (Shop)	$ 150.00 Per Hour (Shop)
Mileage Rate	$ 3.50/mile to/from	$ 4.00/mile to/from
	Labor $ 80.00 Minimum	Labor $ 90.00 Minimum

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year:	2022
Bugeted Y/N?:	Yes
Source of Funds:	Fleet Maintenance Fund
Account #:	59328105332072
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

Fiscal Year:	2022
Bugeted Y/N?:	Yes
Source of Funds:	Fleet Maintenance Fund
Account #:	59328105332078
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made.
If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

FY19-003 Holt Contract

City of Laredo
Purchasing Division
Renewal Notice

June 17, 2022

Mr. Michael Puryear
Holt Texas, LTD.
5665 Southeast Loop 410
San Antonio, Texas 78222

Re: Caterpillar Heavy Equipment OEM Parts & Service
Contract FY19-003
Extension IV

Dear Mr. Puryear,

A contract was awarded to your company on 11/05/18. This award provided for the possible extension of this contract for one additional twelve-month period with the same contract pricing. This is the last extension period for this contract.

Contract Pricing:

Description	Unit Price
Percent of discount offered	0%
Product ID (Mfr.)	Caterpillar
Type Price Schedule	List
Labor Rate for Services	$ ~~164.00~~/Hour (Field) 175.00
	$ 1~~40.00~~/Hour (Shop) 150.00
Mileage Rate	$ ~~3.50~~/mile to/from 4.00
	Labor $ ~~80.00~~ Minimum 90.00

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

Holt Texas

Request a contract extension: X Not request a contract extension: _____

Authorized Signature: Angela M. Graf Digitally signed by Angela M. Graf Date: 2022.07.05 14:07:55 -05'00'

Print Name: Angela Graf, Contract Supervisor

Date: 07/05/2022

City Council

Meeting Date: 09/20/2021

Initiated By: Riazul Mia, Assistant City Manager

Staff Source: Ronald W. Miller, Fleet Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew the existing annual service contract FY19-003 for the purchase of Original Equipment Manufacturer (OEM) parts/service for the City's Caterpillar heavy equipment currently awarded to Holt CAT, Laredo, Texas, in an amount up to $350,000.00. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. This contract can be renewed for one (1) additional one (1) year extension period, upon mutual agreement of the parties. There was no price increase during the last extension period. All parts will be secured on an as needed basis. Funding is available in the Fleet Maintenance Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one year contract on 10/19/20.

BACKGROUND

This contract establishes a percentage discount on original equipment manufacturer parts and a labor rate for the City's Caterpillar heavy equipment. 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 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.

Current Contract Pricing:

Holt CAT

	Current Pricing
Discount Offered	0%
Product I.D. (Mfr.)	Caterpillar Parts

Type Price Schedule (dealer jobber, etc..)	List
Labor Rate for Service	$ 164.00 Per Hour (Field)
	$ 140.00 Per Hour (Shop)
Mileage Rate	$ 3.50/mile to/from
	Labor $ 80.00 Minimum

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year:	2021
Bugeted Y/N?:	Yes
Source of Funds:	Fleet Maintenance Fund
Account #:	59328105332072
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

Fiscal Year:	2021
Bugeted Y/N?:	Yes
Source of Funds:	Fleet Maintenance Fund
Account #:	59328105332078
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made.
If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

FY19-003 Holt Contract

City of Laredo
Purchasing Division
Renewal Notice

August 5, 2021

Mr. Michael Puryear
Holt Texas, LTD.
5665 Southeast Loop 410
San Antonio, Texas 78222

Re: Caterpillar Heavy Equipment OEM Parts & Service
Contract FY19-003
Extension III

Dear Mr. Puryear,

A contract was awarded to your company on 11/05/18. This award provided for the possible extension of this contract for one additional twelve-month period with the same contract pricing. This is the third of four extension periods.

Contract Pricing:

Description	Unit Price
Percent of discount offered	0%
Product ID (Mfr.)	Caterpillar
Type Price Schedule	List
Labor Rate for Services	$ 164.00/Hour (Field) $ 140.00/Hour (Shop)
Mileage Rate	$ 3.50/mile to/from Labor $ 80.00 Minimum

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

Holt Texas

Request a contract extension: X Not request a contract extension: _____

Authorized Signature: Digitally signed by Angela M. Graf DN: cn=Angela M. Graf, o=Holt Texas, LTD., ou=Contracts, email=angela.graf@holtcat.com, c=US Date: 2021.09.08 08:04:54 -05'00'

Print Name: Angela Graf, Contract Supervsior

Date: 09/08/2021

City of Laredo
Purchasing Division

LETTER OF AWARD

October 20, 2020

Mr. Michael Puryear
Holt Texas, LTD.
5665 Southeast Loop 410
San Antonio, Texas 78222

Re: Caterpillar Heavy Equipment OEM Parts & Service
Contract FY19-003
Extension II

Dear Mr. Puryear,

This is to inform you that the contract renewal for FY19-003 was approved by the City Council on November 18, 2019. 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 is the second of four extension periods.

Contract Pricing:

Description	Unit Price
Percent of discount offered	0%
Product ID (Mfr.)	Caterpillar
Type Price Schedule	List
Labor Rate for Services	$ 164.00/Hour (Field) $ 140.00/Hour (Shop)
Mileage Rate	$ 3.50/mile to/from Labor $ 80.00 Minimum

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: 10/19/2020
Initiated By: Riazul Mia, Assistant City Manager
Staff Source: Ronald W. Miller, Fleet Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew the existing annual service contract FY19-003 for the purchase of Original Equipment Manufacturer (OEM) parts/service for the City's Caterpillar heavy equipment currently awarded to Holt CAT, Laredo, Texas, in an amount up to $350,000.00. 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 second of four extension periods. All parts will be secured on an as needed basis. Funding is available in the Fleet Maintenance Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one year contract on 11/19/19.

BACKGROUND

This contract establishes a percentage discount on original equipment manufacturer parts and a labor rate for the City's Caterpillar heavy equipment. There was no price increase during the last extension period. This is the second of four extension periods; original contract amount of $425,000 was reduced by $75,000 due to current COVID crisis, financial constraints.

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 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.

Current Contract Pricing:

Holt CAT

	Current Pricing
Discount Offered	0%
Product I.D. (Mfr.)	Caterpillar Parts
Type Price Schedule (dealer jobber, etc..)	List
Labor Rate for Service	$ 164.00 Per Hour (Field)
	$ 140.00 Per Hour (Shop)
Mileage Rate	$ 3.50/mile to/from
	Labor $ 80.00 Minimum

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year: 2021
Bugeted Y/N?: Yes
Source of Funds: Fleet Maintenance Fund
Account #: 59328105332072
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Fiscal Year: 2021
Bugeted Y/N?: Yes
Source of Funds: Fleet Maintenance Fund
Account #: 59328105332078
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made.
If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

FY19-003 Contract

City of Laredo
Purchasing Division
Renewal Notice

September 30, 2020

Mr. Michael Puryear
Holt Texas, LTD.
5665 Southeast Loop 410
San Antonio, Texas 78222

Re: Caterpillar Heavy Equipment OEM Parts & Service
Contract FY19-003
Extension II

Dear Mr. Puryear,

A contract was awarded to your company on 11/05/18. 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 four extension periods.

Contract Pricing:

Description	Unit Price
Percent of discount offered	0%
Product ID (Mfr.)	Caterpillar
Type Price Schedule	List
Labor Rate for Services	$164.00 XXXXX/Hour (Field)
	$140.00 XXXXX/Hour (Shop)
Mileage Rate	$3.50 XXXXX/mile to/from
	Labor $ 80.00 Minimum

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

Holt Texas

Request a contract extension: XX XXXXXXXXXXXXXXXX
Digitally signed by Angela M. Graf
DN: cn=Angela M. Graf, o=Holt Texas, LTD, ou=Contracts, email=angela.graf@holtcat.com, c=US
Authorized Signature: Date: 2020.10.07 10:32:45 -05'00'

Print Name: Michael Puryear, General Counsel by Angela Graf, Contract Supervisor

Date: 10/06/2020

City of Laredo
Purchasing Division

LETTER OF AWARD

November 19, 2019

Mr. Michael Puryear
Holt Texas, LTD.
5665 Southeast Loop 410
San Antonio, Texas 78222

Re: Caterpillar Heavy Equipment OEM Parts & Service
Contract FY19-003
Extension I

Dear Mr. Puryear,

This is to inform you that the contract renewal for FY19-003 was approved by the City Council on November 18, 2019. 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 is the first of three extension periods.

Contract Pricing:

Description	Unit Price
Percent of discount offered	0%
Product ID (Mfr.)	Caterpillar
Type Price Schedule	List
Labor Rate for Services	$ 164.00/Hour (Field) $ 140.00/Hour (Shop)
Mileage Rate	$ 3.50/mile to/from Labor $ 80.00 Minimum

If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council-Regular
Meeting Date: 11/18/2019
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 service contract FY19-003 for the purchase of Original Equipment Manufacturer (OEM) parts/service for the City's Caterpillar heavy equipment currently awarded to Holt CAT, Laredo, Texas, in an amount up to $425,000.00. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The vendor is requesting a price change during this extension period due to an industry increase cost on parts and labor on specialized equipment. This is the first of three extension periods. All parts will be secured on an as needed basis. Funding is available in the Fleet Maintenance Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one year contract on 11/5/18.

BACKGROUND

This contract establishes a percentage discount on original equipment manufacturer parts and a labor rate for the City's Caterpillar heavy equipment. The vendor is requesting a price increase during this extension period due to an industry increase cost on parts and labor on specialized equipment. This is the first 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 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.

Current Contract Pricing:

Holt CAT

	Current Pricing	Proposed Price Increase
Discount Offered	0%	0%
Product I.D. (Mfr.)	Caterpillar Parts	Caterpillar Parts
Type Price Schedule (dealer jobber, etc..)	List	List
Labor Rate for Service	$ 152.00 Per Hour (Field)	$ 164.00 Per Hour (Field)
	$ 129.00 Per Hour (Shop)	$ 140.00 Per Hour (Shop)
Mileage Rate	$ 3.25/mile to/from	$ 3.50/mile to/from
	Labor $ 80.00 Minimum	Labor $ 80.00 Minimum

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year: 2020
Bugeted Y/N?: Yes
Source of Funds: Fleet Maintenance Fund
Account #: 59328105332072
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Fiscal Year: 2020
Bugeted Y/N?: Yes
Source of Funds: Fleet Maintenance Fund
Account #: 59328105332078
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities 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 FY19-003

City of Laredo
Purchasing Division
Renewal Notice

October 31, 2019

Mr. Michael Puryear
Holt Texas, LTD.
5665 Southeast Loop 410
San Antonio, Texas 78222

Re: Caterpillar Heavy Equipment OEM Parts & Service
Contract FY19-003
Extension I

Dear Mr. Puryear,

A contract was awarded to your company on 11/05/18. 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 four extension periods.

Contract Pricing:

Description	Unit Price
Percent of discount offered	0%
Product ID (Mfr.)	Caterpillar
Type Price Schedule	List
Labor Rate for Services	$164.00/Hour (Field) $140.00/Hour (Shop)
Mileage Rate	$3.50 /mile to/from Labor $ 80.00 Minimum

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

Holt Texas

Request a contract extension: X Not request a contract extension: _____

Authorized Signature: _____

Print Name: Michael Puryear, General Counsel

Date: November 5, 2019

City of Laredo
Purchasing Division

LETTER OF AWARD

November 6, 2018

Mr. Michael Puryear
Holt Texas, LTD.
5665 Southeast Loop 410
San Antonio, Texas 78222

Re: Caterpillar Heavy Equipment OEM Parts & Service
Contract FY19-003
Approved by City Council on November 5, 2018

Dear Mr. Puryear,

This is to inform you that contract FY19-003 was approved by the City Council on November 5, 2018. 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:

Description	Unit Price
Percent of discount offered	0%
Product ID (Mfr.)	Caterpillar
Type Price Schedule	List
Labor Rate for Services	$ 152.00/Hour (Field) $ 129.00/Hour (Shop)
Mileage Rate	$ 3.25/mile to/from Labor $ 80.00 Minimum

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: 11/05/2018
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 contract FY19-003 to the sole bidder, Holt CAT, Laredo, Texas in an amount up to $425,000.00 for the purchase of Caterpillar Original Equipment Manufacturer (OEM) equipment repair parts and service for the City's Caterpillar heavy equipment. This contract establishes discount percentage pricing for the purchase of needed repairs and replacement parts and services. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and may be extended for four additional one (1) year periods upon mutual agreement. All parts and services will be secured on an as needed basis. Funding is available in the Fleet Maintenance budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received one bid through Cit-E-Bid for awarding an annual contract for the purchase of Caterpillar original equipment manufacturer repair parts and service. This contract establishes a percentage discount on original equipment manufacturer parts. The term of this contract will be for a one year period with the possibility of being renewed for four additional one year periods. Staff has reviewed the bids submitted and is recommending a contract be awarded to the sole bidder Holt Caterpillar, 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 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.

Bid Summary	Holt Caterpillar
Discount Offered	0 %
Product I.D. (Mfr.)	Caterpillar
Type Price Schedule (dealer jobber, etc..)	List
Labor Rate for Service	$ 152.00 per hour (Field) $ 129.00 per hour (Shop)
Mileage Rate	$ 3.25/mile to / from Labor $ 80.00 Minimum

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year:	2019
Bugeted Y/N?:	Yes
Source of Funds:	Fleet Fund
Account #:	59328105332078
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

Bid Tab FY19-003
FY19-003 Contract

Enrique Aldape III

From: Ronald W. Miller
Sent: Thursday, October 31, 2019 11:02 AM
To: Enrique Aldape III; Ricardo R. Flores
Subject: RE: FY19-003

yes

From: Enrique Aldape III
Sent: Thursday, October 31, 2019 11:02 AM
To: Ronald W. Miller <rmiller@ci.laredo.tx.us>; Ricardo R. Flores <rflores0@ci.laredo.tx.us>
Subject: FY19-003

Ron,

Do you wish to renew?

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

#1

CATERPILLAR HEAVY EQUIPMENT OEM PARTS/SERVICE
FLEET DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract for the supply of OEM captive parts and repair service of Caterpillar heavy equipment 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 October 10, 2018; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on October 11, 2018.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Caterpillar Heavy Equipment OEM Parts/Service – Fleet Department
FY19-003

Bids can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx	Hand Delivered: **City of Laredo – City Secretary** **C/O Jose A. Valdez Jr.** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for awarding an annual contract for the supply of OEM captive parts and repair service of Caterpillar heavy equipment 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 October 10, 2018** and all bids received will be opened and read publicly on **October 11, 2018 at 3:00 PM.**

Bids are to be submitted in a sealed envelope clearly marked:

BID: Caterpillar Heavy Equipment OEM Parts/Service – Fleet Department
FY19-003

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 17th DAY OF SEPTEMBER 2018.

Jose A. Valdez Jr.
City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.

(b) **Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.**

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) **The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.**

2.0 DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract.

A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven calendar days prior to the scheduled bid deadline a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum may be e-mailed or obtained online at the City of Laredo website for bids. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) *ANNUAL SUPPLY/SERVICE CONTRACTS*: This contract does not commit the City to purchase the quantities indicated.

The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services.

Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be awarded to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.

All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.

(e) For any inquires on payment status or general billing questions please contact:
Jorge J. Jolly, Accounts Payable Manager

956-791-7328
jjolly@ci.laredo.tx.us
1110 Houston St. Laredo, TX 78040

12.0 INSURANCE REQUIREMENTS (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.

The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

Formal Invitation for Bids
Caterpillar Heavy Equipment OEM Parts/Service

15.0 Scope of Work

The City of Laredo is requesting bid pricing from qualified vendors for awarding annual contracts for the for awarding an annual contract for the supply of OEM captive parts and repair service of Caterpillar heavy equipment for the Fleet Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

15.1 All questions for this bid shall be submitted in writing or by email no later than, October 1, 2018 to:

Enrique Aldape III, Administrative Assistant II
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041
Email: ealdape@ci.laredo.tx.us

15.2 For additional questions regarding these specifications please contact:

Contact	Phone#	Email
Heberto "Beto" Ramirez	(956) 727-6451	hramirez@ci.laredo.tx.us

15.0 General Conditions

15.1 Bidders are required to submit their bids upon the following expressed conditions:
Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Bidders shall make all investigations necessary to thoroughly inform themselves regarding both bridge's grounds and facilities for delivery of material and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

15.2 Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

15.3 Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

16.0 General Requirements

16.1 The bidder shall quote prices F.O.B. destination, City of Laredo – Fleet Department, 1102 Bob Bullock Loop, Laredo, Texas. However, there will be occasions when the parts may be picked up. Allowances for special freight charges will be acceptable only when expedited delivery is approved by the City of Laredo.

16.2 Pick up & delivery: Successful bidder must provide pickup and delivery of parts during regular working hours to the Fleet Management Shop located at 1102 Bob Bullock Loop.

16.3 Bids will be awarded by sections to the lowest responsible bidder meeting the city's requirements.

16.4 When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase contract materials on the open market and charge the contract vendor the price difference.

16.5 Bids not submitted on these forms will not be considered.

16.6 When contractor cannot abide by the terms and conditions in fulfilling the contract, the City of Laredo reserves the right to secure parts from other sources.

16.7 An annual contract purchase order will be issued for each City agency authorized to place orders against this annual contract. The contract purchase order will not list individual items or prices. Vendor must have the contract purchase order before making any delivery.

16.8 All invoices must be submitted in duplicate and show each purchase order number. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All items must show unit prices, labor rate (hourly rate), and mileage rate (if applicable) or otherwise specified. If prices are based on discounts from list, then the list prices, the "plus" in terms of percentage, and net unit prices, extensions and net total prices must be shown.

16.9 Revision of Manufacturer's price list(s): The bid will be based on manufacturer's latest dated price list (s). Said price list(s) must denote the manufacturer, latest effective date and price schedule. It is agreed that any published price list(s) may be superseded or replaced during the contract period only if the manufacturer for industry wide use publishes such list(s).

16.10 All subject price lists should be submitted with this bid and shall become a part hereof. However, if in the opinion of the City Purchasing Agent, it is impractical for bidder to include published price lists as part of this bid and to furnish any price lists and/or written changes as required herein, bidder shall permit the Purchasing Agent or his authorized representatives to inspect the pertinent published price lists and/or written changes in the office of the bidder or at any other location approved by both parties. However, if the City Purchasing Agent approves said price list(s) other than the manufacturer's price list(s), said price list(s) must denote the company name, effective date and price schedule. It is agreed that any price list provided other than the manufacturers may not be superseded or replaced during the contract period.

16.11 Vendors must be factory authorized dealers capable of providing OEM replacement parts and services for the City's Caterpillar heavy equipment. All parts used in complying with this contract must be equal to or better than the original part.

16.12 Bids for parts exceeding the suggested OEM retail price will be rejected.

16.13 Bidders are required to maintain a stock level of parts which, with the industry, are considered to be fast moving, normal wear items for which three (3) demands have occurred within the most recent 180 day period.

17.0 Specifications

17.1 Contractor's facility must have adequate security and storage to provide appropriate protection during the time the vehicles are in possession of the contractor. Contractor is responsible in all matters for City of Laredo vehicles in their possession. Damages due to neglect or abuse of vehicles and equipment while in the possession and control of the contractor is the responsibility of the contractor. City of Laredo Fleet personnel may perform a pre-award site visit of Contractor's facility prior to contract award. Outside parts will not have an up-charge in excess of twenty (20%) percent and will not offer a rebate to the contractor. Copies of all prepaid outside charges must be attached to invoices provided with final invoice once repairs are complete.

17.2 Parts by contractor will be billed at the discount noted in the Schedule of Items.

17.3 Invoices:

17.3.1 Must be legible and reference a valid purchase order number.

17.3.2 Must be approved by an appropriate City of Laredo Fleet department representative.

17.3.3 Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number.

17.4 City of Laredo personnel may pickup parts from Contractor's facility.

17.5 All parts must be new and best available unless authorized in advance by the Fleet Maintenance representative.

17.6 The manufacturer names, trade names, brand names and products numbers used herein are for the purpose of describing and establishing tested, compatible; approved and acceptable products that are of the type and quality required by the City of Laredo.

17.7 All costs associated with shop supplies, environmental fees, or any other expenses incurred in fulfilling this contract are to be included in the bid price.

18.0 Term of Contract

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for 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.

18.1 This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

19.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services.

Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

19.1 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least $1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

20.0 Price Adjustment****

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. A written notice stipulating in detail the price revision must be furnished to the City no less than 30 days before revised prices go into effect. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to mpescador@ci.laredo.tx.us

21.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Tab A - Company Information Questionnaire
Tab B - Signed Price Schedule
Tab C - Conflict of Interest Questionnaire
Tab D – Non-Collusive Affidavit
Tab E - Discretionary Contract Disclosure
Tab F - Certificate of Interested Parties (Form 1295)

22.0 **Tab A – Bidder Information Questionnaire**

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) Holt Texas, LTD.

Signature of person authorized to sign bid Michael Puryear Date 10/10/2018

Print Name of person authorized to sign bid Michael Puryear

Title: General Counsel

Business Address: 5665 Southeast Loop 410

City, State, Zip Code: San Antonio, TX 78222

Telephone Number: 210-648-1111 Fax Number: 210-648-8881

Contact Person Email Address: roberto.solis@holtcat.com

Federal Tax ID Number: 74-1389993

Bidders Principal/Corporate Place of Business Address: 5665 Southeast Loop 410, San Antonio, TX 78222

Indicated Status of Business:

Corporation _____ Partnership Limited Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: 20+ years

If applicable, list all other names under which the Business identified above operated in the last five years.

_____

_____

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / (No)

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / (No)

Is any litigation pending against the Business? (Yes) / No.

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / (No)
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / (No)

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / (No)

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / (No)

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / (No)

Is the Business in arrears in any contract or debt? Yes / (No)

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / (No)

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / (No)

State if company is a certified minority business enterprise:
Historically Underutilized Business (HUB): Yes (No) Disadvantaged Business Enterprise (DBE): Yes (No)

Small Disadvantaged Business Enterprise (SDBC) Yes (No) Other: Please specify _____

This company is not a certified minority business: ☒

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

23.0 **Tab B Price Schedule**

23.1 Section I: Caterpillar Heavy Equipment Captive New Parts/Service

Percent of discount offered	0 %
Product identification (Mfr.)	Parts and Service
Type price schedule (dealer, jobber, etc.)	Standard Labor
Price Schedule Number	
Date of price schedule	Current - January 1, 2018 New Pricing Effective January 1 ,2019
Price schedule column on which discount is based (i.e. distributor, net, wholesale	
Labor Rate for Services	Shop $129.00 $ Field $152.00 Per Hour
Mileage Rate (if any)	$ 3.25 Per Mile Labor $80.00 minimum

Parts will be delivered within 1- 5 working days after receipt of order.

Business hours are from 7:00 A.M. to 5:00 P.M., 5 days per week.

Company Name: Holt Texas, LTD.

Owner/President Name:

Company Address: 5665 Southeast Loop 410

City, State, Zip Code: San Antonio, TX 78222

Company Authorized Representative's Signature: Michael Puryear

Company Representative's Name: Michael Puryear, General Counsel

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

[X] I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Michael Puryear — Name
Signature — Date: 10/10/2018

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section

Signature of person doing business with the governmental entity — Date

25.0 Tab D

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is General Counsel for Holt Texas, LTD.
(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 10th day of Oct. 2018.

Notary Public

My commission expires:

07-07-2022

REGENA D BROWN
Notary ID #4901093
My Commission Expires
July 7, 2022

26.0 Tab E

City of Laredo
Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 if the City's Ethics Code.
***This is a ___New Submission or ___Correction or ___Update to previous submission.**

***1. Name of person submitting this disclosure form.**

Michael _____ _____ Puryear _____
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)**

Holt Texas, LTD.	[signature]		
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): BD HOLT CO

***5. List any individuals or entities that will be subcontractors on this contract.**

☒ Not applicable. No subcontractors will be retained for this contract.

☐ Subcontractors may be retained, but have not been selected at the time of this submission.

☐ List of subcontractors: _____

***6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.**

☒ Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

☐ List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract: _____

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

a) Any individual seeking contract with the city (Question 3)
b) Any owner or officer of entity seeking contract with the city (Question 3)
c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
d) Any subcontractor or owner/office of subcontracting entity retained for the contract (Question 5)
e) The spouse of any individual listed in response to (a) through (d) above
f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☒ Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these individuals.

☐ List of contributors: _____

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

☐ I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflict(s) of interest: _____

***Acknowledgements**

☒ **Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☒ **No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

☒ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

☒ I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Michael Puryear		General Counsel
Name (Print)	Signature	Title
Holt Texas, LTD.		10/10/2018
Company or DBA		Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:

City of Laredo
P.O. Box 579
Laredo, TX 78042-0579

27.0 **Tab F – Certificate of Interested Parties (Form 1295)**

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, **https://www.ethics.state.tx.us/tec/1295-Info.htm.**

Implementation of House Bill 1295

27.1 Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

27.2 Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:
46.1. Application
46.3. Definitions
46.5. Disclosure of Interested Parties Form

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** ☐

6 **AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said , this the day of , 20 , to certify which, witness my hand and seal of office.

Signature of officer administering oath — Printed name of officer administering oath — Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission — www.ethics.state.tx.us — Adopted: 05/2015

28.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on October 10, 2018; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on October 11, 2018.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Caterpillar Heavy Equipment OEM Parts/Service – Fleet Department
FY19-003

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 (City of Laredo Purchasing)
Supplier Response

Bid Information

Bid Creator	Enrique Aldape III Administrative Assistant II
Email	ealdape@ci.laredo.tx.us
Phone	(956) 794-1733 x
Fax	(956) 790-1805 x
Bid Number	FY19-003 Caterpillar Heavy Equip. Parts/Service
Title	FY19-003 Caterpillar Heavy Equip. OEM Parts/Services
Bid Type	RFB
Issue Date	9/17/2018 11:15 AM (CT)
Close Date	10/10/2018 05:00:00 PM (CT)

Contact Information

Address	5512 Thomas Avenue Laredo, TX 78041
Contact	Enrique Aldape III
Department	Purchasing Division
Building	Public Works Service Center
Floor/Room	
Telephone	956 (794) 1733 x
Fax	956 (790) 1805 x
Email	ealdape@ci.laredo.tx.us

Ship to Information

Address	1110 Houston St 3rd floor Laredo, TX 78043
Contact	Jose A. Valdez, Jr.
Department	City Secretary
Building	City Hall
Floor/Room	3rd floor
Telephone	
Fax	
Email	

Supplier Information

Company	Holt Texas, LTD.
Address	5665 Southeast Loop 410 San Antonio, TX 78222
Contact	Jaime Llendo
Department	
Building	
Floor/Room	
Telephone	(210) 648-1111
Fax	
Email	Jaime.llendo@holtcat.com
Submitted	10/11/2018 03:11:23 PM (CT)
Total	$155.25

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Tiffany Franklin on behalf of HoltCat Email roberto.solis@holtcat.com

Supplier Notes

Bid Notes

All questions for this bid shall be submitted in writing or by email no later than October 1, 2018.

Bid Activities

Bid Messages

Bid Attributes
Please review the following and respond where necessary

#	Name	Note	Response
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 ".	(No Response Required)
2	Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid		Michael Puryear 210-848-1111
3	State how long under has the business been in its present business name		20+ years
4	If applicable, list all other names under which the Business identified above operated in the last five years		N/A
5	State if the Company is a certified minority business enterprise	The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.	(No Response Required)
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 Businesa responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?	1) Yes 2) No 3) No 4) No 5) No
7	Questions Part 2	1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?	1) No 2) No 3) No
8	State if the Company is a certified minority business enterprise		This company is not a certified minority business

9	Conflict of Interest Disclosure	A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.	(No Response Required)
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.	(No Response Required)

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.	(No Response Required)
13	This is a		New Submission
14	Question 1. Name of person submitting this disclosure form	Please include First Name, Middle Initial, Last Name and Suffix (if applicable)	Michael Puryear
15	Question 2. Contract Information	Please include the following: a)Contract or Project Name b)Originating Department	FY19-003, Fleet Dept.
16	Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)		Holt Texas. LTD.
17	Question 4. List any business entity(ies) that is a partner, paretn, subsidiary business entity(ies) of the individual or entity listed in Question 3.		Not Applicable
18	Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3	If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.	
19	Question 5. List any individuals or entities that will be subcontractors on this contract		Not Applicable
20	Question 5. List any individuals or entities that will be subcontractors on this contract	If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.	
21	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract		Not Applicable
22	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract	If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.	
23	Question 7. Disclosure of political contributions	List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a)	Not Applicable

		through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 8)	
24	Question 7. Disclosure of political contributions	If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.	
25	Updates on contributions required	Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.	(No Response Required)
26	Question 8. Disclosure of Conflict of Interest	Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?	I am not aware of any conflict of interest
27	8. Disclosure of Conflict of Interest	If you **selected I am aware** of conflict of interest in question 8, please list them in this section.	
28	Question 9. Updates Required	I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.	I have read and understand this section
29	Question 10. No Contract with City Officials or Staff during Contract Evaluation	I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.	I have read and understand this section
30	Question 11. Conflict of Interest Questionnaire (CIQ)	Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.	I have acknowledge that I have been advised
31	Question 11. Oath	Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date	1) Michael Puryear 2) General Counsel 3) Holt Texas LTD 4) 10/10/2018
32	Question 12. Oath	I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.	I swear or affirm information is correct
33	Disclosure Form	For details on use of this form, see Section 4.01 of the City's Ethics Code.	(No Response Required)

34	Disclosure Form	For details on use of this form, see Section 4.01 of the City's Ethics Code.	(No Response Required)
35	Company Information Questionnaire		I have completed this section
36	Conflict of Interest Questionnaire		I have completed this section
37	Non-Collusive Affidavit		I have completed and included this form
38	Discretionary Contracts Disclosure		I have completed this section

39	Certificate of Interested Parties (Form 1295)	In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Filing Process: 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)	I will comply with this form

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.

40 Disqualification & Debarment Certification

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-O-098, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.
S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

41	Contract Requirements	1.CODE OF ETHICS ORDINANCE 2012-O-126 Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics. 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 filed 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	I have read and understand this section

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.

42 Terms and Conditions for Request for Bids

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS I Agree to the Terms and Conditions

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF HAND DELIVERED BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be

returned upon request at the bidder's expense.
(e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.
4.0 REJECTION OF BIDS
The City may reject a bid if:
(a) Bidder misstates or conceals any material fact in the bid.
(b) Bid does not strictly conform to the law or the requirements of the bid.
(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any bid.
5.0 WITHDRAWAL OF BIDS
Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.
6.0 LATE BIDS OR MODIFICATIONS
Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.
7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS
If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven calendar days prior to the scheduled bid deadline a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum may be e-mailed or obtained online at the City of Laredo website for bids. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.
(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific

reasons for the protest.
(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.
All protests must be duly submitted via Certified Mail to:
City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS
(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT
a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT
(a) This contract will be awarded to the (lowest responsive responsible bidder), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.
(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without

further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.

All invoices shall be mailed to the Accounts Payable Office, City Hall, and P.O. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.

(e) For any inquires on payment status or general billing questions please contact:

Jorge J. Jolly, Accounts Payable Manager
956-791-7328
jjolly@ci.laredo.tx.us
1110 Houston St. Laredo, TX 78040

Line Items

#	Qty	UOM	Description	Response
1	1	PKG	Section I: Caterpillar Captive New Parts/Service Item Notes: Parts will be delivered within _____ working days after receipt of order. Business hours are from _____ A.M. to _____ P.M., _____ days per week.	$155.25

Manufacturer: Caterpillar OEM Parts/Service

Item Notes: Please submit "0" for unit price

Supplier Notes: Hrs. of Operation 7-5 M-F with after hr call out
Parts will be delivered within 1-5 working days after receipt of order.

Package Line Items:

#	Qty	UOM	Description	Response
1.1	1	EA	Percentage of Discount offered	0.00

Manufacturer: Caterpillar OEM Parts

Supplier Notes:

1.2	1	EA	Hourly Labor Rate for Services	152.00

Supplier Notes: Shop 129 hr
Field 152 hr
Travel $80

1.3	1	EA	Mileage Rate (if any) per mile	3.25

Supplier Notes: $3.25 per mile & $80 per hour labor

Response Total: $155.25

City Council-Regular
Meeting Date: 07/18/2022
Initiated By: Rosario Cabello, Deputy City Manager
Staff Source: Richard A. Chamberlain, Health Director

SUBJECT

Healthy and Safe

2022-R-119 Ratifying the execution of a contract amendment from the Texas Department of State Health Services in the amount of $125,000.00 with no match to continue the City of Laredo Health Department, Diabetes Prevention and Control Program. The term period is from September 1, 2022, through August 31, 2023.

VENDOR INFORMATION FOR COMMITTEE AGENDA
N/A

PREVIOUS COUNCIL ACTION
On May 17, 2021, Council approved Resolution 2021-R-133.

BACKGROUND
The Texas Department of State Health Services continues to contract with the City of Laredo to implement diabetes self-management education and support diabetes prevention classes, using a culturally-appropriate, evidence-based curriculum targeting underserved populations in Laredo County; engage key stakeholders to provide input on services and outcomes; and establish and/or maintain a bidirectional referral system through the City of Laredo Health Department.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that Council approves the Resolution.

Fiscal Impact

Fiscal Year:	2022
Bugeted Y/N?:	Y
Source of Funds:	DIABETES PREVENTION GRANT

Account #: 226-6044

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Revenue account 226-0000-323-4021 and the expenditure division 226-6044 with project number HEDP03

Attachments

2022-R-119

agreement

2022-R-119

RATIFYING THE EXECUTION OF A CONTRACT AMENDMENT FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES IN THE AMOUNT OF $125,000.00 WITH NO MATCH TO CONTINUE THE CITY OF LAREDO HEALTH DEPARTMENT, DIABETES PREVENTION AND CONTROL PROGRAM FOR THE TERM PERIOD OF SEPTEMBER 1, 2022, THROUGH AUGUST 31, 2023.

WHEREAS, in accordance to the Donation Acceptance Policy for the City of Laredo, the Health Department will be able to receive a donation from Quick Aid. The donor, Quick Aid, will donate 28 pallets of ResQue 1st hand sanitizer bottles, sizes varying from 4oz, 8 oz, and 16 oz. The total value of the donation is $71,136.00. The hand sanitizer will be used and distributed by health.

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

Section 1: The Texas Department of State Health Services continues to contract with the City of Laredo to implement diabetes self-management education and support diabetes prevention classes, using a culturally-appropriate, evidence-based curriculum targeting underserved populations in Laredo County; engage key stakeholders to provide input on services and outcomes; and establish and/or maintain a bidirectional referral system through the City of Laredo Health Department.

Section 2: Revenue account 226-0000-323-4021 and the expenditure division 226-6044 with project number HEDP03 .

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2022.

_____
PETE SAENZ
MAYOR

ATTEST:

_____

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:
DAVID H. ARREDONDO
ASSISTANT CITY ATTORNEY

_____
DAVID H. ARREDONDO
ASSISTANT CITY ATTORNEY

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CONTRACT NO. HHS000865200001
AMENDMENT NO. 2

The Department of State Health Services ("DSHS") and The City of Laredo Heath Department ("Grantee"), collectively the "Parties," to that certain Contract effective August 14, 2020 and denominated DSHS Contract No. HHS000865200001, now want to amend the Contract.

WHEREAS, the Parties want to amend **SECTION III. DURATION**; and

WHEREAS, the Parties want to amend **SECTION IV. BUDGET**; and

WHEREAS, the Parties want to supplement **ATTACHMENT A1 – SUPPLEMENTAL SCOPE OF WORK**; and

WHEREAS, the Parties want to supplement **ATTACHMENT B1 – SUPPLEMENTAL BUDGET**

The Parties therefore amend the Contract as follows:

1. **SECTION III. DURATION,** of the Contract, is hereby amended to reflect a new contract termination date of **AUGUST 31, 2023**.

2. **SECTION IV. BUDGET,** of the Contract, is hereby amended to reflect a new not to exceed amount of **$**375,000.

3. **ATTACHMENT A1 – SUPPLEMENTAL SCOPE OF WORK**, is hereby supplemented with **ATTACHMENT A2 – SUPPLEMENTAL SCOPE OF WORK**.

4. **ATTACHMENT B1 – SUPPLEMENTAL BUDGET**, is hereby supplemented with **ATTACHMENT B2 – SUPPLEMENTAL BUDGET**.

5. This Amendment shall be effective on September 1, 2022.

6. Except as amended and modified by this Amendment, all terms and conditions of the Contract, as amended, shall remain in full effect.

7. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

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SIGNATURE PAGE FOR AMENDMENT NO. 2
DSHS CONTRACT NO. HHS000865200001

DEPARTMENT OF STATE HEALTH SERVICES

DocuSigned by:
Manda Hall, MD
202CEA5A9C104E2...

Manda Hall, MD

Associate Commissioner, Community Health Improvement

Date of Signature: July 7, 2022

CITY OF LAREDO HEALTH DEPARTMENT

DocuSigned by:
By: Samuel Keith Selman
737A6E096C3D43D...

Name: Samuel Keith Selman

Title: Interim City Manager

Date of Signature: July 7, 2022

THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THE CONTRACT:

ATTACHMENT A2 – SUPPLEMENTAL SCOPE OF WORK
ATTACHMENT B2 – SUPPLEMENTAL BUDGET

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ATTACHMENT A2 –
REVISED SCOPE OF WORK
(Year 3-September 1, 2022–August 31, 2023)

GRANTEE RESPONSIBILITIES

1. By August 31, 2023, participate in an advisory board/committee or engage key stakeholders to provide input on diabetes prevention (DPP) and self-management education and support (DSMES) services and outcomes. Input may be completed by phone, survey, email, or in-person meeting.

2. By August 31, 2023, implement a minimum of four series of diabetes self-management education and support (DSMES) classes, using, evidence-based curriculum targeting underserved populations in Webb County. Each series should be a minimum of one class conducted for four consecutive weeks, primarily with underserved populations in community-based settings. Conduct baseline and post-intervention evaluation on templates developed by DSHS, unless otherwise stated.

3. By August 31, 2023, implement a minimum of four series of diabetes prevention (DPP) classes, using evidence-based curriculum targeting underserved populations in Webb County. Conduct baseline and post-intervention evaluation. Evaluation will include, but is not limited to, participant-level and biometric outcomes data such as demographics, comorbidities, attitudes and beliefs, health behaviors (e.g., changes in self-efficacy), body mass index, blood pressure and waist circumference.

4. By August 31, 2023, maintain a bi-directional referral system, with at least one health system or healthcare provider, to send and receive referrals and provide feedback about patients' participation in DSMES and DPP.

REPORTING

1. Submit an advisory board, committee, or stakeholder group meeting agenda and summary of discussion, attendees, and organizations/sectors represented, within 30 days of meeting via a web-based reporting system, unless stated otherwise by DSHS.

2. Submit a class implementation plan, outlining proposed number of participants, retention rates, times, dates, locations for intervention, prioritizing underserved areas. The plan must be submitted by September 30, 2022, unless stated otherwise by DSHS.

3. Submit program implementation data, including but not limited to, participant demographics, number of participants in each series of classes, a narrative of activities conducted, and the number of healthcare systems and referrals sent and received for care coordination. Data will be submitted monthly via the Performance Management and Tracking System (PMATS), a web-based data collection tool, by the 7th day of the

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following month in which activities occurred. If the 7th day of the month is on a weekend or holiday, the reporting deadline is the following business day.

4. Submit participant-level and biometric outcomes data. Participant-level data must include demographics, diabetes diagnosis, comorbidities, attitudes and beliefs (e.g., changes in self-efficacy), and additional health behaviors. Biometric data must include body mass index, blood pressure, A1c level, and waist circumference. Outcomes data will be submitted, via the Performance Management and Tracking System (PMATS), a web-based data collection tool, within 30 days of the last class in each series. If the 30th day is on a weekend or holiday, the reporting deadline is the following business day.

5. Participate in quarterly conference calls with DSHS staff to provide an update on activities and technical assistance needs, unless stated otherwise by DSHS.

6. Provide DSHS with a staffing plan to outlining how continuity will be ensured in the event of staffing changes. The plan is due by September 30, 2022.

INVOICE AND PAYMENT

1. Grantee will request payments using the State of Texas Purchase Voucher (Form-B13) at https://www.dshs.texas.gov/grants/forms.shtm. Voucher and any supporting documentation will be mailed or submitted by fax or electronic mail to the address/number below:

   Department of State Health Services
   Claims Processing Unit, MC 1940
   1100 West 49th Street
   P.O. Box 149347
   Austin, TX 78714-9347
   FAX: (512) 458-7442
   Email: invoices@dshs.state.tx.us

2. Grantee will be paid on a monthly basis and in accordance with the Budget in this contract.

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ATTACHMENT B2 – REVISED BUDGET

Budget Categories	Year 1 August 14, 2020 – August 31, 2021	Year 2 September 1, 2021 – August 31, 2022	Year 3 September 1, 2022 – August 31, 2023
A. Personnel	$77,565.00	$67,666.00	$73,592.00
B. Fringe Benefits	$35,455.00	$31,673.00	$34,015.00
C. Travel	$6,388.00	$0.00	$0.00
D. Equipment	$0.00	$0.00	$0.00
E. Supplies	$4,132.00	$3,321.00	$3,321.00
F. Contractual	$0.00	$3,000.00	$3,000.00
G. Other	$1,460.00	$19,340.00	$11,072.00
H. Total Direct Costs	$125,000.00	$125,000.00	$125,000.00
I. Indirect Costs	$0.00	$0.00	$0.00
J. Total	**$125,000.00**	**$125,000.00**	**$125,000.00**

DocuSign

Certificate Of Completion

Envelope Id: 64B8DDCF361A4A89A96315C2879E3BBB
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11493 Sunset Hills Road
#100
Reston, VA 20190
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Signer Events	Signature	Timestamp
Samuel Keith Selman sselman@ci.laredo.tx.us Interim City Manager City of Laredo Health Department Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/7/2022 8:27:02 AM ID: c74949e3-10ed-4d83-9e8c-c686040c90cb	DocuSigned by: Samuel Keith Selman 737A6E096C3D43D... Signature Adoption: Pre-selected Style Using IP Address: 198.135.47.250	Sent: 4/11/2022 3:36:53 PM Resent: 4/11/2022 4:04:53 PM Resent: 7/6/2022 11:18:48 AM Viewed: 7/7/2022 8:27:02 AM Signed: 7/7/2022 8:27:24 AM
Susana Garcia Susana.Garcia@dshs.texas.gov CTCM, Unit Director DSHS Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/7/2022 8:58:05 AM ID: ea3b02b1-feca-4c0d-90ad-dcb8d34bf766	**Completed** Using IP Address: 160.42.85.12	Sent: 7/7/2022 8:27:25 AM Viewed: 7/7/2022 8:58:05 AM Signed: 7/7/2022 8:58:29 AM
PATTY MELCHIOR Patty.Melchior@dshs.texas.gov Director, DSHS CMS Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/5/2022 12:43:08 PM ID: f01589da-43a7-481e-996a-7c50409e5d48	**Completed** Using IP Address: 167.137.1.17	Sent: 7/7/2022 8:58:31 AM Viewed: 7/7/2022 1:37:08 PM Signed: 7/7/2022 1:37:25 PM
Manda Hall, MD Manda.Hall@dshs.texas.gov Associate Commissioner, Community Health Improvement Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/26/2021 9:32:20 AM ID: f3b02d48-3ebd-42cb-a630-09526e3d3701	DocuSigned by: Manda Hall, MD 202CEA5A9C164E2... Signature Adoption: Pre-selected Style Using IP Address: 160.42.85.12	Sent: 7/7/2022 1:37:27 PM Viewed: 7/7/2022 2:48:40 PM Signed: 7/7/2022 2:50:14 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Christina Duarte CDuarte@ci.laredo.tx.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 4/11/2022 3:36:52 PM Viewed: 4/11/2022 3:37:20 PM
CMS Internal Routing Mailbox CMS.InternalRouting@dshs.texas.gov DSHS Contract Management Section Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/7/2022 2:50:16 PM Resent: 7/7/2022 2:50:21 PM
coleman york Coleman.York@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/7/2022 2:50:16 PM Viewed: 7/7/2022 2:51:08 PM
Richard A. Chamberlain rchamberla@ci.laredo.tx.us Health Director Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/19/2022 3:22:30 PM ID: e3bbf5f3-4945-42bb-983f-a35d60940327	COPIED	Sent: 7/7/2022 2:50:16 PM Viewed: 7/7/2022 3:05:16 PM
Laura Recio lrecio1@ci.laredo.tx.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/7/2022 2:50:17 PM
Erika Martinez emartinez8@ci.laredo.tx.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/7/2022 2:50:18 PM Viewed: 7/7/2022 2:51:17 PM
DPCP Coordinator hcantu@ci.laredo.tx.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/7/2022 2:50:19 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/11/2022 3:36:52 PM
Certified Delivered	Security Checked	7/7/2022 2:48:40 PM
Signing Complete	Security Checked	7/7/2022 2:50:14 PM
Completed	Security Checked	7/7/2022 2:50:19 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, DSHS Contract Management Section (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact DSHS Contract Management Section:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: alison.joffrion@hhsc.state.tx.us

To advise DSHS Contract Management Section of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at alison.joffrion@hhsc.state.tx.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from DSHS Contract Management Section

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to alison.joffrion@hhsc.state.tx.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with DSHS Contract Management Section

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to alison.joffrion@hhsc.state.tx.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify DSHS Contract Management Section as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by DSHS Contract Management Section during the course of your relationship with DSHS Contract Management Section.

City Council-Regular
Meeting Date: 07/18/2022
Initiated By: Rosario Cabello, Deputy City Manager
Staff Source: Richard A. Chamberlain, Health Director

SUBJECT

Healthy and Safe

2022-R-120 Authorizing the Interim City Manager to accept and enter into a contract from the Department of Health and Human Services in the amount of $303,506.00 with no match for the City of Laredo Health Department HIV Program. The term period is from May 01, 2022, through April 30, 2025.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On June 6, 2021, Council approved Resolution 2021-R-141.

BACKGROUND

The U.S. Department of Health and Human Services Health Resources and Services Administration has contracted with the City of Laredo for continuation of public health services through the City of Laredo Health Department to plan, develop and deliver comprehensive outpatient health, treatment and support services to meet the identified needs of individuals and families with AIDS or HIV disease in the Health Service Delivery Area of Jim Hogg, Starr, Zapata, and Webb Counties. HIV/AIDS continues to pose a public health threat and the City of Laredo Health Department HIV/AIDS and disease prevention experts continue planning, prevention, and early intervention program services and health promotion. Services provided include case management, medical, nursing, dental care, insurance assistance, diagnostic, monitoring, medical follow-up services, mental health, developmental and rehabilitative services, home health services, personal care services, day treatment or other partial in-patient services, home intravenous and aerosolized drug therapy, routine diagnostic testing, hospice care, and other essential social support services.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that City Council approve the Resolution.

Fiscal Impact

Fiscal Year:	2022
Bugeted Y/N?:	
Source of Funds:	Ryan White Part C Outpati
Account #:	226-6111
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

The revenue account is 226-0000-321-6313 and the expenditure division is 226-6111 with Project Number HERC05.

Attachments

Notice of Award

2022-R-120

Department of Health and Human Services
Health Resources and Services Administration

Notice of Award
FAIN# H7631754
Federal Award Date: 06/14/2022

Recipient Information

1. Recipient Name
CITY OF LAREDO
2600 Cedar Ave.,
Laredo, TX 78044

2. Congressional District of Recipient
28

3. Payment System Identifier (ID)
1746001573A5

4. Employer Identification Number (EIN)
746001573

5. Data Universal Numbering System (DUNS)
618150460

6. Recipient's Unique Entity Identifier
HWX7C56NNUV1

7. Project Director or Principal Investigator
Richard A Chamberlain
Health Director
rchamberla@ci.laredo.tx.us
(956)795-4918

8. Authorized Official

Federal Agency Information

9. Awarding Agency Contact Information
Adejumoke Oladele
Grants Management Specialist
Office of Federal Assistance Management (OFAM)
Division of Grants Management Office (DGMO)
aoladele@hrsa.gov
(301) 443-2441

10. Program Official Contact Information
Natasha Colthirst
HIV/AIDS Bureau (HAB)
ncolthirst@hrsa.gov
(301) 443-4656

Federal Award Information

11. Award Number
6 H76HA31754-05-01

12. Unique Federal Award Identification Number (FAIN)
H7631754

13. Statutory Authority
42 U.S.C. § 300ff-51-67; 300ff-121
42 U.S.C. § 300ff-71; 300ff-121
42 U.S.C. § 300ff-54; 300ff-121

14. Federal Award Project Title
Ryan White Part C Outpatient EIS Program

15. Assistance Listing Number
93.918

16. Assistance Listing Program Title
Grants to Provide Outpatient Early Intervention Services with Respect to HIV Disease

17. Award Action Type
Administrative

18. Is the Award R&D?
No

Summary Federal Award Financial Information

19. Budget Period Start Date 05/01/2022 - End Date 04/30/2023	
20. Total Amount of Federal Funds Obligated by this Action	$227,292.00
20a. Direct Cost Amount	
20b. Indirect Cost Amount	
21. Authorized Carryover	$0.00
22. Offset	$0.00
23. Total Amount of Federal Funds Obligated this budget period	$303,056.00
24. Total Approved Cost Sharing or Matching, where applicable	$0.00
25. Total Federal and Non-Federal Approved this Budget Period	$303,056.00
26. Project Period Start Date 05/01/2022 - End Date 04/30/2025	
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period	$303,056.00

28. Authorized Treatment of Program Income
Addition

29. Grants Management Officer – Signature
Karen Mayo on 06/14/2022

30. Remarks

A printer version document only. The document may contain some accessibility challenges for the screen reader users. To access same information, a fully 508 compliant accessible HTML version is available on the HRSA Electronic Handbooks. If you need more information, please contact HRSA contact center at 877-464-4772, 8 am to 8 pm ET, weekdays.

HRSA
Health Resources & Services Administration

Notice of Award
Award Number: 6 H76HA31754-05-01
Federal Award Date: 06/14/2022

HIV/AIDS Bureau (HAB)

31. APPROVED BUDGET: (Excludes Direct Assistance)

[X] Grant Funds Only

[ ] Total project costs including grant funds and all other financial participation

a.	Salaries and Wages:	$157,612.00
b.	Fringe Benefits:	$65,575.00
c.	Total Personnel Costs:	$223,187.00
d.	Consultant Costs:	$0.00
e.	Equipment:	$0.00
f.	Supplies:	$500.00
g.	Travel:	$8,946.00
h.	Construction/Alteration and Renovation:	$0.00
i.	Other:	$4,956.00
j.	Consortium/Contractual Costs:	$65,467.00
k.	Trainee Related Expenses:	$0.00
l.	Trainee Stipends:	$0.00
m.	Trainee Tuition and Fees:	$0.00
n.	Trainee Travel:	$0.00
o.	TOTAL DIRECT COSTS:	$303,056.00
p.	INDIRECT COSTS (Rate: % of S&W/TADC):	$0.00
q.	TOTAL APPROVED BUDGET:	$303,056.00
	i. Less Non-Federal Share:	$0.00
	ii. Federal Share:	$303,056.00

32. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE:

a.	Authorized Financial Assistance This Period	**$303,056.00**
b.	Less Unobligated Balance from Prior Budget Periods	
	i. Additional Authority	$0.00
	ii. Offset	$0.00
c.	Unawarded Balance of Current Year's Funds	$0.00
d.	Less Cumulative Prior Award(s) This Budget Period	$75,764.00
e.	AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	**$227,292.00**

33. RECOMMENDED FUTURE SUPPORT:
(Subject to the availability of funds and satisfactory progress of project)

YEAR	TOTAL COSTS
06	$303,056.00
07	$303,056.00

34. APPROVED DIRECT ASSISTANCE BUDGET: (In lieu of cash)

a. Amount of Direct Assistance	$0.00
b. Less Unawarded Balance of Current Year's Funds	$0.00
c. Less Cumulative Prior Award(s) This Budget Period	$0.00
d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION	**$0.00**

35. FORMER GRANT NUMBER

36. OBJECT CLASS
41.51

37. BHCMIS#

38. THIS AWARD IS BASED ON THE APPLICATION APPROVED BY HRSA FOR THE PROJECT NAMED IN ITEM 14. FEDERAL AWARD PROJECT TITLE AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE AS:
a. The program authorizing statue and program regulation cited in this Notice of Award; b. Conditions on activities and expenditures of funds in certain other applicable statutory requirements, such as those included in appropriations restrictions applicable to HRSA funds; c. 45 CFR Part 75; d. National Policy Requirements and all other requirements described in the HHS Grants Policy Statement; e. Federal Award Performance Goals; and f. The Terms and Conditions cited in this Notice of Award. In the event there are conflicting or otherwise inconsistent policies applicable to the award, the above order of precedence shall prevail. Recipients indicate acceptance of the award, and terms and conditions by obtaining funds from the payment system.

39. ACCOUNTING CLASSIFICATION CODES

FY-CAN	CFDA	DOCUMENT NUMBER	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE
22 - 3770891	93.918	22H76HA31754	$203,864.00	$0.00	N/A	22H76HA31754
20 - 3770891	93.918	22H76HA31754	$23,428.00	$0.00	N/A	22H76HA31754

HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e.,created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit https://grants3.hrsa.gov/2010/WebEPSExternal/Interface/common/accesscontrol/login.aspx to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

Terms and Conditions

Failure to comply with the remarks, terms, conditions, or reporting requirements may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

Grant Specific Term(s)

1. This Notice of Award provides the balance of fiscal year 2022 (FY22) funding based on HRSA's FY22 appropriations and budget allocations. All previously conveyed terms and conditions remain in effect unless specifically removed.
2. Of the total base award amount $177052 is designated under the Minority AIDS Initiative to support culturally and linguistically appropriate care and services to racial and ethnic minorities.
3. This Notice of Award provides the offset of an unobligated balance in the amount of $23,428 from the 5/1/2020 - 4/30/2021 budget period to the current budget period. Please be advised that if the final resolution of the audit determines that the unobligated balance of Federal Funds is incorrect, HRSA is not obligated to make additional Federal Funds available to cover the shortfall.

Reporting Requirement(s)

1. **Due Date: Within 60 Days of Budget Start Date**

   Submit a Ryan White HIV/AIDS Program Allocation Report by September 30, 2022.

Failure to comply with these reporting requirements will result in deferral or additional restrictions of future funding decisions.

All prior terms and conditions remain in effect unless specifically removed.

Contacts

NoA Email Address(es):

Name	Role	Email
Richard A Chamberlain	Program Director	rchamberla@ci.laredo.tx.us

Note: NoA emailed to these address(es)

All submissions in response to conditions and reporting requirements (with the exception of the FFR) must be submitted via EHBs. Submissions for Federal Financial Reports (FFR) must be completed in the Payment Management System (https://pms.psc.gov/).

2022-R-120

AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT AND ENTER INTO A CONTRACT FROM THE DEPARTMENT OF HEALTH AND HUMAN SERVICES IN THE AMOUNT OF $303,506.00 WITH NO MATCH FOR THE CITY OF LAREDO HEALTH DEPARTMENT HIV PROGRAM FOR THE TERM PERIOD FROM MAY 01, 2022, THROUGH APRIL 30, 2025.

WHEREAS, The U.S. Department of Health and Human Services Health Resources and Services Administration has contracted with the City of Laredo for continuation of public health services through the City of Laredo Health Department to plan, develop and deliver comprehensive outpatient health, treatment and support services to meet the identified needs of individuals and families with AIDS or HIV disease in the Health Service Delivery Area of Jim Hogg, Starr, Zapata, and Webb Counties. HIV/AIDS continues to pose a public health threat and the City of Laredo Health Department HIV/AIDS and disease prevention experts continue planning, prevention, and early intervention program services and health promotion. Services provided include case management, medical, nursing, dental care, insurance assistance, diagnostic, monitoring, medical follow-up services, mental health, developmental and rehabilitative services, home health services, personal care services, day treatment or other partial in-patient services, home intravenous and aerosolized drug therapy, routine diagnostic testing, hospice care, and other essential social support services.

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

Section 1: Authorizing the Interim City Manager to accept and enter into a contract from the Department of Health and Human Services in the amount of $303,506.00 with no match for the City of Laredo Health Department HIV Program for the term period from May 01, 2022, through April 30, 2025.

Section 2: The revenue account is 226-0000-321-6313 and the expenditure division is 226-6111 with Project Number HERC05. .

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2022.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:
DAVID H. ARREDONDO
ASSISTANT CITY ATTORNEY

_____
DAVID H. ARREDONDO
ASSISTANT CITY ATTORNEY

City Council-Regular
Meeting Date: 07/18/2022
Initiated By: Rosario Cabello, Deputy City Manager
Staff Source: Richard A. Chamberlain, Health Director

SUBJECT

Healthy and Safe

2022-R-121 Ratifying the execution of a contract amendment from the Texas Department of State Health Services in the amount of $320,546.00 for the continuation of the City of Laredo Health Department HIV Prevention Program. The program provides preventive interventions, testing, along with educational and outreach services. The term period is from September 1, 2022, through August 31, 2023; no grant match is required.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On December 6, 2021, Council approved Resolution 2021-R-260.

BACKGROUND

The Texas Department of State Health Services continues to contract with the City of Laredo to provide public health services to residents of Laredo and Webb County through the City of Laredo Health Department. The contract will allow a partnership with the Health Department to provide HIV prevention services. Human immunodeficiency virus prevention services ensure HIV awareness and prevention for persons at greatest risk of acquiring or transmitting HIV infection. The City of Laredo Health Department HIV Prevention Project is a model evidence-based prevention and health promotion service which consists of innovation, coordination, and collaboration; some basic fundamentals in prevention for testing, preventive care, education and outreach. The project serves qualifying residents in the Duval, Jim Hogg, Webb and Zapata counties.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that Council approves the Resolution.

Fiscal Impact

Fiscal Year:	2022
Bugeted Y/N?:	Y
Source of Funds:	HIV PREVENTION GRANT
Account #:	226-6002
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Revenue account will be 226-0000-323-4046 and the expenditure division will be 226-6002 with project number HEHP15.

Attachments

Amendment
2022-R-121

DocuSign Envelope ID: 0FA30108-5B05-4CEC-BE78-3C200A9B24CC

TEXAS Health and Human Services

Texas Department of State Health Services

John Hellerstedt, M.D.
Commissioner

Samuel K. Selman, Interim City Manager
City of Laredo Health Department
2600 Cedar Avenue
Laredo, Texas 78040-4040

Subject: HIV Prevention
Contract Number: HHS000077800022, Amendment No. 4
Contract Amount: $942,638.00
Contract Term: 1/1/2020-8/31/2023

Dear Mr. Selman:

Enclosed is the HIV Prevention Amendment between the Department of State Health Services and City of Laredo Health Department.

The purpose of the Contract is to provide funding for the HIV Prevention Services Project.

This Amendment increases the Contract amount by $320,546.00 for FY 2023 and extends the end of the Contract term through August 31, 2023.

Please let me know if you have any questions or need additional information.

Sincerely,

Lillie McMillian, CTCM
Contract Manager
lillie.mcmillian@dshs.texas.gov

DocuSign Envelope ID: 0FA30108-5B05-4CEC-BE78-3C200A9B24CC

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS000077800022
AMENDMENT NO. 4

The **DEPARTMENT OF STATE HEALTH SERVICES** (DSHS or System Agency) and **CITY OF LAREDO HEALTH DEPARTMENT** (Grantee), Parties to that certain HIV Prevention Contract, effective January 1, 2020, and denominated as DSHS Contract No. HHS000077800022 (the "Contract"), now want to further amend the Contract.

WHEREAS, DSHS wants to exercise its option to extend the Contract for an additional year;

WHEREAS, DSHS wants to make additional funds available in support of the services provided during the extended term, and revise **ATTACHMENT B-3, BUDGET FY 2022 (REVISED)**;

WHEREAS, the Parties want to replace **ATTACHMENT A-2, STATEMENT OF WORK FY 2022 (REVISED);** and

WHEREAS, the Parties want to incorporate **ATTACHMENT F–1, FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY (FFATA) CERTIFICATION** to this Contract.

THEREFORE, the Parties agree as follows:

1. The Contract is extended for the period beginning September 1, 2022, through August 31, 2023 (the "Third Extension Option"), unless terminated sooner.

2. **ARTICLE IV, BUDGET**, of the Contract is amended to add $320,546.00 to pay for Grantee's services during the Third Extension Option. The total not-to-exceed amount of this Contract is increased to $942,638.00.

3. **ATTACHMENT B-3, BUDGET FY 2022 (REVISED)**, is deleted and replaced in its entirety with **ATTACHMENT B-4, BUDGET FY 2023**.

4. All expenditures for the Third Extension Option shall be in accordance with **ATTACHMENT B-4, BUDGET FY 2023.**

5. **ATTACHMENT A-2, STATEMENT OF WORK FY 2022 (REVISED)**, is deleted and replaced in its entirety with **ATTACHMENT A-3, STATEMENT OF WORK FY 2023**.

6. **ATTACHMENT F-1, FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY (FFATA) CERTIFICATION** is added by this Amendment and incorporated into the Contract.

7. This Amendment shall be effective on September 1, 2022.

8. Except as modified by this Amendment, all terms and conditions of the Contract, as amended, shall remain in full force and effect.

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9. Any further revisions to the Contract shall be by written agreement of the Parties.

Signature Page Follows

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SIGNATURE PAGE FOR AMENDMENT NO. 4
DSHS CONTRACT NO. HHS000077800022

DEPARTMENT OF STATE HEALTH SERVICES

By: DocuSigned by: Kirk Cole 04DD3FAAF59048D...

Kirk Cole

Deputy Commissioner

Date of Signature: June 23, 2022

CITY OF LAREDO HEALTH DEPARTMENT

By: DocuSigned by: Samuel K Selman 737A8E096C3D43D...

Name: Samuel K Selman

Title: Interim City Manager

Date of Signature: June 22, 2022

THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AMENDMENT AND THEIR TERMS ARE INCORPORATED INTO THE CONTRACT BY REFERENCE:

ATTACHMENT A-3 .....STATEMENT OF WORK FY 2023

ATTACHMENT B-4 .....BUDGET FY 2023

ATTACHMENT F-1 .....FFATA

ATTACHMENTS FOLLOW

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ATTACHMENT A-3
STATEMENT OF WORK FY 2023

I. GENERAL REQUIREMENTS FOR ALL GRANTEES

All activities conducted under this Contract shall support the goals and objectives of the National HIV/STD Strategy and the Texas HIV Plan. The goals of the Texas HIV Plan are to:

- Increase Human Immunodeficiency Virus (HIV) awareness among members of the general public, community leaders, and policymakers;
- Increase access to HIV prevention efforts for communities and groups at highest risk;
- Successfully diagnose all HIV infections;
- Increase timely linkage to HIV-related treatment for those newly diagnosed with HIV;
- Increase continuous participation in systems of treatment among people living with HIV; and
- Increase viral suppression among people living with HIV.

For **ALL** activities funded under this award, Grantee will:

A. Conduct (HIV-Prevention activities in accordance with the Department of State Health Services (DSHS) RFA #HHS0000778 to ensure HIV Prevention services are provided to all eligible persons according to the specific requirements detailed per funding opportunity.

B. Submit a FY 2023 Work Plan to DSHS for review and approval. Comply with the terms of the approved Work Plan for this Contract.

C. Comply with all applicable state and federal policies, standards and guidelines, including, but not limited to:

1. DSHS HIV and STD Program Operating Procedures and Standards (POPS), including any revision, located at https://dshs.texas.gov/hivstd/pops/;
2. DSHS TB/HIV/STD Confidential Information Security policy, TB/HIV/STD Breach of Confidentiality Response Policy, and Breach Report Form/Breach Report Instruction at: https://www.dshs.texas.gov/hivstd/policy/security.shtm;
3. DSHS Policy Guidelines for Home Self-Collection and Testing Kits including any revisions, located at https://www.dshs.texas.gov/hivstd/;
4. Any letters or memos with additional directions and policies issued by DSHS; and
5. All of the above-named applicable documents are incorporated herein by reference and made a part of this Contract. Grantee must receive advance written approval from DSHS before varying from any of these requirements and must update its implementation documentation within forty-eight (48) hours of making approved changes so that staff working on activities under this Contract know of the change(s).

D. Comply with all applicable federal and state regulations and statues, including but not limited to:

1. Chapters 81 and 85 of the Texas Health and Safety Code;

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2. Chapter 94 of the Texas Health and Safety Code (relating to Education and Prevention Programs for Hepatitis C);
3. Title 25 of the Texas Administrative Code (TAC) Chapters 97 and 98, Subchapter C; and
4. Texas Health and Safety Code, §85.085, Physician Supervision of Medical Care, to ensure a licensed physician supervises any medical care or procedure (including HIV testing) provided as part of activities conducted under this Contract.
5. As an update to provision of services, and in accordance with Texas Government Code Section 531.02161, where there is delivery of an in-person service, there must also be an option of that service via telecommunications or through the use of information technology.

E. Ensure activities begin no later than 90 days following the Contract start date.

F. Submit data on program activities and client contacts using timelines, systems and formats specified by DSHS.

G. Use collected data, together with input from clients and stakeholders, to improve services and assure they meet intended outcomes and emerging needs of the priority population.

H. Submit written interim and annual reports to DSHS that summarize the activities and services delivered and discuss the barriers and facilitators of the effective delivery of services (refer to Section IV. Program Data Reporting, Security and Confidentiality Requirements).

I. Participate in local HIV planning and evaluation activities and in local efforts to coordinate HIV prevention and treatment services.

J. Maintain formal agreements that include active collaboration and coordination with local providers of services that are relevant to the needs of the client.

K. Ensure staff and volunteers (if applicable) are appropriately and adequately trained to provide relevant services.

L. Cooperate with any DSHS-funded activities to raise awareness of HIV, promote prevention services, or encourage testing and use of pre-exposure prophylaxis (PrEP) and non-occupational post-exposure prophylaxis (nPEP).

M. Participate in Data to Care activities as requested by local health departments and DSHS.

N. Deliver all services in a culturally responsive and sensitive manner, taking low health literacy into account, using the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care. Grantee must implement strategies to ensure that the program is culturally, linguistically and educationally appropriate to meet the needs of the priority population(s), and ensure that program staff have strong socio-cultural identification with the priority populations(s).

O. Make free condoms readily available to clients.

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P. Submit literature/materials to be used in prevention activities funded by DSHS for review and approval by a locally constituted review panel that meets DSHS requirements found at https://www.dshs.texas.gov/hivstd/info/pmrp.shtm.

Q. Perform other activities as may be reasonably requested by DSHS to meet the goals of the Texas HIV Plan at Texas DSHS HIV/STD Program - HIV and STD Planning; and

R. Ensure that content in publications partially or fully funded by this award are verified and approved by DSHS and that DSHS is acknowledged.

II. FUNDING OPPORTUNITY-SPECIFIC REQUIREMENTS

CORE HIV PREVENTION

Grantee will:

A. Implement the following four components of a core HIV prevention program:
   1. Engagement of groups and communities to be served;
   2. Condom distribution;
   3. Focused HIV and syphilis testing and tailored health education; and
   4. Linkage/enrollment in medical care for clients who are living with HIV, and referral to PrEP and nPEP and other needed services for clients with a negative HIV test result who are at a higher risk for acquiring HIV.

B. Provide outreach and education to the priority population(s) identified in the approved Work Plan.

C. Engage in active recruitment and outreach strategies that include traditional outreach, social network activities, and the use of social media platforms.

D. Maintain a Community Advisory Board to assist with programmatic decision-making.

E. Maintain a condom distribution program with the essential elements described in the DSHS POPS (https://www.dshs.texas.gov/hivstd/pops/).

F. Establish and maintain focused HIV testing programs that expand the availability of HIV testing to the proposed priority populations. Grantee must use a combination of strategies to encourage testing, such as offering testing in a variety of settings, providing testing to couples, using tangible reinforcements, or using text messages or other electronic communication to provide testing reminders.

G. Ensure that syphilis testing is provided to all individuals testing for HIV unless the client refuses. Grantee will consider collecting specimens for:
   1. Other Sexually Transmitted Infections (STI) (including specimens for extragenital screening for chlamydia and gonorrhea); and/or
   2. Hepatitis C antibody testing for vulnerable populations.

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H. Maintain an active Clinical Laboratory Improvement Amendment (CLIA) Certificate of Waiver if performing rapid testing.

I. Ensure that HIV testing programs include all required components of a testing session as described in the appropriate DSHS POPS (see Section I: General Requirements for All Grantees).

J. Implement testing processes that follow the requirements in DSHS Policy 2013.02 (https://www.dshs.texas.gov/hivstd/policy/policies/2013-02.shtm).

K. If at-home HIV testing is offered, create and maintain policies and procedures to support implementation (see Section I: General Requirements for All Grantees). Policies and procedures must be approved by DSHS prior to implementation.

L. Ensure that all pregnant women who do not report being in prenatal care are actively referred to prenatal care.

M. Ensure clients receive their HIV test results in a timely and appropriate manner.

N. Ensure that clients with negative HIV test results receive information on PrEP and nPEP. If the client is eligible for PrEP or nPEP services, provide an active referral to these services.

O. Ensure referrals are made to any needed health and social services as appropriate.

P. All individuals receiving a positive HIV test result must be offered the opportunity for face-to-face encounter in accordance with Texas Health and Safety Code §81.109.

Q. Facilitate initial linkage to care within 30 days for newly diagnosed clients and facilitate engagement in care within 30 days for previously diagnosed clients who are not currently in care for their HIV infections. Grantee is responsible for confirming clients are linked to care.

R. Address barriers to successful linkage to HIV medical care and coordinate with area providers that offer services to facilitate access to HIV-related care.

III. TANGIBLE REINFORCEMENTS

A. Receive approval for tangible reinforcements in advance and in writing by DSHS program. Funds may be used to purchase tangible reinforcements (bus tokens, movie gift cards, food gift cards, t-shirts, grocery store gift cards, etc.) to encourage at-risk clients to participate in prevention programs.

B. Maintain a policy regarding the use of tangible reinforcements and a log for tracking the purchase and distribution of tangible reinforcements (including security measures that are in place). The policy and log are subject to review by DSHS Program during program reviews and at any other time. The policy must limit the use of tangible reinforcements to the following types of situations: for participation in rapid assessment activities; for recruitment of clients into prevention with persons living with HIV (PLWH), testing and linkage programs and evidence-based interventions (EBIs); for retention of clients in EBIs

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and prevention with PLWH; for clients upon completion of all sessions of an EBI; for recruitment and retention of peer volunteers; for clients who return for HIV testing; for participation in community assessments or focus groups; and to encourage clients to return for test results. Funds may not be used to make cash payments or cash-equivalent payments to intended recipients of services except as noted above.

IV. PROGRAM DATA REPORTING, SECURITY AND CONFIDENTIALITY REQUIREMENTS

DSHS may make alterations to reporting systems and requirements or require the use of new reporting systems or collection methods, at its sole discretion. In the event of such a change, Grantee will be notified at least thirty (30) days in advance of the changed requirements, except in cases where the system in use suffers technical failure. Information submitted through the DSHS systems will be considered the performance data of record in evaluating attainment of goals and programmatic performance.

Grantee must safeguard all confidential information accessed in the performance of this Contract in compliance with all applicable federal and state privacy, security and breach notification laws and regulations, including without limitation the terms set forth in Attachment G – HHS Data Use Agreement v. 8.5.

Any data obtained by Grantee as a result of activities performed under this Contract may be included in a report to a party other than DSHS provided DSHS is acknowledged in the report and the data is aggregated in such a way that no individual or personally identifiable information is identified. Data may not be used for research purposes by Grantee or any other party without prior written approval of DSHS' Institutional Review Board and pre-approval by DSHS Program. Grantee may not share electronic data sets with other parties without advance written approval of DSHS.

In addition to the data privacy and security requirements set forth in Attachment G – HHS Data Use Agreement v. 8.5, Grantee must comply with all the following:

A. The requirements for prevention data collection, submission, and quality assurance found in the DSHS data work plan located on the DSHS data resource website page at https://www.dshs.texas.gov/hivstd/prevdata/.

B. The following DSHS policies and procedures:
    1. 2016.01 - TB/HIV/STD Section Confidential Information Security Procedures: https://www.dshs.texas.gov/hivstd/policy/procedures/2016-01.shtm

    2. 2012.01 - TB/HIV/STD Section Overall Responsible Party for TB/HIV/STD Surveillance Data: https://www.dshs.texas.gov/hivstd/policy/policies/2012-01.shtm

    3. 2011.01 - TB/HIV/STD Section Confidential Information Security: https://www.dshs.texas.gov/hivstd/policy/policies/2011-01.shtm

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4. 2011.04 - TB/HIV/STD Section Breach of Confidentiality Response: https://www.dshs.texas.gov/hivstd/policy/policies/2011-04.shtm

5. 302.001 - Release of TB/HIV/AIDS and STD Data: https://www.dshs.texas.gov/hivstd/policy/policies/302-001.shtm

C. Create policies and procedures to comply with the following:
   1. Local Responsible Party Handbook: https://www.dshs.texas.gov/hivstd/policy/policies/LRPHandbook.pdf

   2. DSHS TB/HIV/STD Bi-Annual LRP Security Assessment

D. Submit data on program activities and client contacts using systems, formats and submission deadlines specified by DSHS. DSHS may change the program reporting requirements or formats during the project period based on program evaluation or reporting needs.

E. Ensure that all data submitted to DSHS is complete and accurate. Grantee must conduct data quality assurance prior to monthly and quarterly submissions following the DSHS Work Plan quality assurance procedures. Data quality assurance activities must be documented and made available for review by DSHS staff upon request.

F. Implement policies and procedures for use of data in a secure manner that protects client privacy and prevents against unauthorized access to, and use of, program data.

G. Implement policies and procedures (consistent with the requirements and constraints listed herein) for publication and redistribution of data if program data are shared with other parties or providers.

H. Maintain retention and disposal policies and procedures consistent with state and federal retention requirements and the requirements of this Contract, and assure that program data cannot be inappropriately accessed.

I. Agree to publish, implement, and make available policies on data security and client privacy, and train staff regularly regarding those requirements (Grantee must maintain records documenting such training).

J. Require each individual member of Grantee's staff, and volunteers, to sign an agreement pledging to abide by Grantee's policies and procedures pertaining to data security and client privacy. Grantee will maintain these written agreements and make them available upon request to DSHS in a timely manner.

K. Develop a personnel sanction policy to hold Grantee staff, volunteers, and subgrantee staff responsible for any violations of data security and client privacy policies. If Grantee uses subgrantees: Grantee accepts full responsibility and accountability for each subgrantee's performance under this Contract including all provisions related to data security, client privacy and confidentiality.

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L. Immediately report breaches of confidentiality involving the program data reporting systems to DSHS, and fully assist DSHS in any investigation resulting from such breach.

M. Comply with all requests by DSHS to inspect, or require copies of, any of the documentation referenced herein at any time, and comply with such requests in a timely manner. All documentation under this Contract will be readily available for inspection by DSHS staff during site visits.

N. Use data collected through the above mechanisms for program planning, evaluation, quality assurance, and monitoring, consistent with confidentiality restrictions in state and federal law. Grantee shall use evaluation, quality assurance and monitoring of data to make appropriate adjustments to program activities so that the Grantee performs quality services and meets performance standards.

O. A minimum of 10% of the total Contract amount must be dedicated to planning, reporting, and evaluation of the proposed activities. This includes expenditures for needs assessment and consultation with community members to design or revise program design and implementation; collection and reporting of required program data; evaluation of progress towards program goals; and assessment of client satisfaction.

V. PROGRAM MONITORING AND PROGESS REPORTS

Grantee will:

A. The Grantee (and each subgrantee or volunteer, if applicable) shall cooperate with the direct monitoring by DSHS. Monitoring will be conducted via on-site or virtual visits and may be announced or unannounced. This monitoring may consist of the review of records and reports, interviews of staff, required forms, educational materials and other materials pertaining to this project, including testing documents (if applicable).

B. Submit required Interim and Annual Progress Reports in a format approved by DSHS, and by deadlines given by DSHS, that include a cumulative data summary of its compliance with the performance measures for the appropriate activities detailed on Form G: Performance Measures and a detailed response to all items listed in the report.

C. Provide the above-referenced reports to hivstdreport.tech@dshs.texas.gov with a copy to the designated DSHS HIV/STD Program Consultant and the Public Health Region HIV/STD Program Manager/Coordinator per request by DSHS.

D. Provide to the DSHS Program Consultant and appropriate Contract Management Section staff, the names of the contact person(s) responsible for programmatic concerns and all communications regarding this program, the contact person for fiscal issues, and the names of the contact persons for each of the subgrantees/vendors (if applicable).

E. Maintain expertise in any subcontracted project content, protocols and methods, and provide technical assistance to subgrantee staff as needed.

F. The Grantee and any relevant subgrantee(s) or volunteer(s) shall cooperate with DSHS policies to address any and all concerns or problems identified during the Contract term.

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VI. QUALITY ASSURANCE ACTIVITIES

If Grantee enters into any contract(s) with subgrantees, Grantee will be entirely responsible to DSHS for the performance of the subgrantee. If subgrantees are used, Grantee is expected to adequately monitor the implementation of interventions and other grant funded activities under this Contract, including but not limited to, the efficient and effective use of resources by the subgrantee(s), and the capacity and performance of subgrantee staff implementing interventions and other grant funded activities under this Contract, and ensuring that subgrantees are properly collecting and reporting data. DSHS staff may also monitor the subgrantees' activities and conduct periodic site visits, with prior notification to the Grantee.

Grantee will:

A. Ensure that performance of activities under this Contract is of a high quality and consistent with all the requirements of this Contract and meets with DSHS high performance expectations.

B. Solicit feedback (e.g., client surveys) from clients being served by Grantee under this Contract and create a summary of the client feedback for each intervention at least once for each year of the Contract. This summary must be available for review during DSHS site visits.

C. Designate and train staff to be responsible for quality assurance activities, including ensuring accurate and consistent data collection and reporting.

D. Follow the appropriate DSHS POPS by funding opportunity (as per Section I: General Requirements for All Grantees) for quality assurance requirements.

E. Maintain written monitoring and evaluation records of all staff involved in Contract activities, including those of subgrantees. DSHS may specify an evaluation and monitoring tools to be used. Information related to quality assurance activities, along with any other documentation associated with activities under this Contract, are subject to review by DSHS Program during program reviews and at any other time.

VII. TRAINING REQUIREMENTS

Grantee will:

A. Authorize and require staff (including volunteers) to attend training, conferences, and meetings as directed by DSHS.

B. Appropriately budget funds to meet training requirements in a timely manner, and ensure staff and volunteers are trained as specified in the training requirements listed at https://www.dshs.texas.gov/hivstd/training/ and as otherwise specified by DSHS. Grantee shall document that these training requirements are met.

C. Follow the appropriate DSHS POPS by funding opportunity (as per Section I: General Requirements for All Grantees) for training and observation requirements.

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VIII. PERFORMANCE MEASURES

Performance Measures as outlined in Form G: Performance Measures table will be used, in part, to assess the Grantee's and their subgrantees' effectiveness in providing the services described in this Contract, without waiving the enforceability of any of the other terms of the Contract. The Performance Measures outlined in Form G and approved by DSHS are hereby incorporated by reference and made a part of this Contract.

Performance of the Grantee, including but not limited to compliance with program policies and procedures referenced herein, attainment of performance measures, maintenance of adequate staff, and submission of required data and narrative reports, will be regularly assessed. Failure to comply with stated requirements and contractual conditions will constitute a breach of contract.

IX. INVOICE AND PAYMENT

A. Invoices must be submitted monthly to prevent delays in processing a subsequent month's invoicing. Grantees that do not incur expenses for a month are required to submit, on a timely basis, a "zero" dollar invoice. Invoices and all supporting documentation must be emailed to invoices@dshs.texas.gov and cmsinvoices@dshs.texas.gov simultaneously.

B. Final Close-Out invoice and report: Grantee must submit a final close-out invoice and final status report no later than 45 days following the end of the state fiscal year. Invoices received more than 45 days past the end of the state fiscal year are subject to denial of payment.

C. The Grantee will submit Financial Status Reports (FSR-269A) bi-annually during the Contract term, as outlined below:

REPORTING PERIOD	DUE DATE
September 1, 2022 – February 28, 2023	March 31, 2023
March 1, 2023 – August 31, 2023	October 15, 2023

D. DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS Program will monitor Grantee's expenditures on a quarterly basis. If expenditures are below the amount in Grantee's total Contract, Grantee's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

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ATTACHMENT B-4

BUDGET FY 2023

CATEGORY	AMOUNT
PERSONNEL	$185,244.00
FRINGE BENEFITS	$102,968.00
TRAVEL	$400.00
EQUIPMENT	$0.00
SUPPLIES	$8,250.00
CONTRACTUAL	$12,625.00
OTHER	$11,059.00
TOTAL DIRECT COSTS	$320,546.00
INDIRECT COSTS	$0.00
TOTAL	**$320,546.00**

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ATTACHMENT F-1
FFATA

Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. ***If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.***

Legal Name of Contractor: City of Laredo Health Department	**FFATA Contact # 1 Name, Email and Phone Number:** Richard A. Chamberlain rchamberla@ci.laredo.tx.us (956) 795-4918
Primary Address of Contractor: 1110 Houston Street Laredo, TX 78040-8019	**FFATA Contact #2 Name, Email and Phone Number:** Jose F. Castillo jcastillo@ci.laredo.tx.us (956) 791-7428
ZIP Code: 9-digits Required www.usps.com 78040-8019	**DUNS Number: 9-digits Required www.sam.gov** 618150460
State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits 17446001573 2021	

Printed Name of Authorized Representative Samuel K Selman	**Signature of Authorized Representative** DocuSigned by: Samuel K Selman 737A6E096C3D43D...
Title of Authorized Representative Interim City Manager	**Date** June 22, 2022

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Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Did your organization have a gross income, from all sources, of less than $300,000 in your previous tax year? ☐ Yes ☒ No

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.
If your answer is "No", answer questions "A" and "B".

A. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? ☐ Yes ☒ No

B. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year? ☒ Yes ☐ No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? ☒ Yes ☐ No

If your answer is "Yes" to this question, where can this information be accessed?

Open records request.

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

Provide compensation information here:

N/A

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Certificate Of Completion

Envelope Id: 0FA301085B054CECBE783C200A9B24CC
Status: Completed
Subject: $942,638.00 HHS000077800022 City of Laredo Health Department A-4 HIV/Prev F
Source Envelope:
Document Pages: 16
Signatures: 3
Certificate Pages: 6
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
CMS Internal Routing Mailbox
11493 Sunset Hills Road
#100
Reston, VA 20190
CMS.InternalRouting@dshs.texas.gov
IP Address: 167.137.1.13

Record Tracking

Status: Original
5/10/2022 10:22:46 AM
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Signer Events	Signature	Timestamp
Samuel K Selman sselman@ci.laredo.tx.us Interim City Manager City of Laredo Health Department Security Level: Email, Account Authentication (None)	DocuSigned by: Samuel K Selman 737A6E096C3D43D... Signature Adoption: Pre-selected Style Signed by link sent to sselman@ci.laredo.tx.us Using IP Address: 198.135.47.250	Sent: 5/10/2022 10:29:50 AM Resent: 6/17/2022 9:51:01 AM Viewed: 6/20/2022 10:43:08 AM Signed: 6/22/2022 9:37:42 AM
Electronic Record and Signature Disclosure: Accepted: 6/20/2022 10:43:08 AM ID: f568eb23-23bd-4d67-a7bd-ca892e65975b		
Helen Whittington helen.whittington@dshs.texas.gov Security Level: Email, Account Authentication (None)	**Completed** Signed by link sent to helen.whittington@dshs.texas.gov Using IP Address: 167.137.1.17	Sent: 6/22/2022 9:37:45 AM Viewed: 6/22/2022 10:10:30 AM Signed: 6/22/2022 10:13:37 AM
Electronic Record and Signature Disclosure: Accepted: 6/22/2022 10:10:30 AM ID: ae40f0c9-9725-4f6a-ac49-2388fd69291e		
PATTY MELCHIOR Patty.Melchior@dshs.texas.gov Director, DSHS CMS Security Level: Email, Account Authentication (None)	**Completed** Signed by link sent to Patty.Melchior@dshs.texas.gov Using IP Address: 167.137.1.17	Sent: 6/22/2022 10:13:40 AM Viewed: 6/22/2022 1:53:40 PM Signed: 6/22/2022 1:53:54 PM
Electronic Record and Signature Disclosure: Accepted: 5/5/2022 12:43:08 PM ID: f01589da-43a7-481e-996a-7c50409e5d48		
Kirk Cole kirk.cole@dshs.texas.gov Deputy Commissioner Security Level: Email, Account Authentication (None)	DocuSigned by: Kirk Cole 04DD3FAAF59048D... Signature Adoption: Pre-selected Style Signed by link sent to kirk.cole@dshs.texas.gov Using IP Address: 160.42.85.12	Sent: 6/22/2022 1:53:56 PM Viewed: 6/23/2022 7:25:37 PM Signed: 6/23/2022 7:26:17 PM

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Accepted: 6/23/2022 7:25:37 PM ID: af111922-7076-4bc0-94e8-ad1973b59143		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Amber Vasche amber.vasche@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/10/2022 10:29:49 AM Viewed: 6/16/2022 3:36:32 PM
Lillie McMillian lillie.mcmillian@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/10/2022 10:29:49 AM
Arianni Becerra abecerra1@ci.laredo.tx.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/10/2022 10:29:50 AM
Karina Caballero kcaballero@ci.laredo.tx.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 6/15/2022 12:52:00 PM Viewed: 6/16/2022 3:23:14 PM
Richard Chamberlain rchamberla@ci.laredo.tx Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 6/15/2022 12:51:59 PM
Richard Chamberlain rchamberla@ci.laredo.tx.us Health Director Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/19/2022 3:22:30 PM ID: e3bbf5f3-4945-42bb-983f-a35d60940327	COPIED	Sent: 6/17/2022 9:50:44 AM Viewed: 6/17/2022 9:57:27 AM

Carbon Copy Events	Status	Timestamp
CMS Internal Routing Mailbox CMS.InternalRouting@dshs.texas.gov DSHS Contract Management Section Security Level: Email, Account Authentication (None)	COPIED	Sent: 6/23/2022 7:26:20 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/10/2022 10:29:50 AM
Certified Delivered	Security Checked	6/23/2022 7:25:37 PM
Signing Complete	Security Checked	6/23/2022 7:26:17 PM
Completed	Security Checked	6/23/2022 7:26:20 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, DSHS Contract Management Section (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact DSHS Contract Management Section:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: alison.joffrion@hhsc.state.tx.us

To advise DSHS Contract Management Section of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at alison.joffrion@hhsc.state.tx.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from DSHS Contract Management Section

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to alison.joffrion@hhsc.state.tx.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with DSHS Contract Management Section

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to alison.joffrion@hhsc.state.tx.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify DSHS Contract Management Section as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by DSHS Contract Management Section during the course of your relationship with DSHS Contract Management Section.

2022-R-121

RATIFYING THE EXECUTION OF A CONTRACT AMENDMENT FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES IN THE AMOUNT OF $320,546.00 FOR THE CONTINUATION OF THE CITY OF LAREDO HEALTH DEPARTMENT HIV PREVENTION PROGRAM TO CONTINUE TO PROVIDE PREVENTIVE INTERVENTIONS, TESTING, ALONG WITH EDUCATIONAL AND OUTREACH SERVICES, FOR THE TERM PERIOD FROM SEPTEMBER 1, 2022, THROUGH AUGUST 31, 2023; NO GRANT MATCH REQUIRED

WHEREAS, The Texas Department of State Health Services continues to contract with the City of Laredo to provide public health services to residents of Laredo and Webb County through the City of Laredo Health Department. The contract will allow a partnership with the Health Department to provide HIV prevention services. Human immunodeficiency virus prevention services ensure HIV awareness and prevention for persons at greatest risk of acquiring or transmitting HIV infection. The City of Laredo Health Department HIV Prevention Project is a model evidence-based prevention and health promotion service which consists of innovation, coordination, and collaboration; some basic fundamentals in prevention for testing, preventive care, education and outreach. The project serves qualifying residents in the Duval, Jim Hogg, Webb and Zapata counties

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

Section 1: Ratifying the execution of a contract amendment from the Texas Department of State Health Services in the amount of $320,546.00 for the continuation of the City of Laredo Health Department HIV Prevention Program to continue to provide preventive interventions, testing, along with educational and outreach services, for the term period from September 1, 2022, through August 31, 2023, no grant match requited.

Section 2: Revenue account will be 226-0000-323-4046 and the expenditure division will be 226-6002 with project number HEHP15. .

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2022.

_____

PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:
DAVID H. ARREDONDO
ASSISTANT CITY ATTORNEY

_____
DAVID H. ARREDONDO
ASSISTANT CITY ATTORNEY

City Council-Regular
Meeting Date: 07/18/2022
Initiated By: Rosario Cabello, Deputy City Manager
Staff Source: Richard A. Chamberlain, Health Director

SUBJECT

Healthy and Safe

2022-R-122 Ratifying the execution of a contract amendment from the Texas Department of State Health Services in the amount of $341,737.00, with a 10% in-kind match of $34,173.00. This amendment is for the continuation of the City of Laredo Health Department Public Health Emergency Preparedness and Response Services for disease control and emergency management. The term period is from July 1, 2022, through June 30, 2023.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On April 6, 2021, Council approved Resolution 2021-R-093.

BACKGROUND

The Texas Department of State Health Services continues to contract with the City of Laredo to provide public health services to residents of Laredo and Webb County through the City of Laredo Health Department. State Health Services will continue to partner with the Health Department to provide enhanced local public health infrastructures to address critical public health threats, disease control and prevention, public health emergency preparedness and response to all hazards threats, public health emergencies, and disasters through surveillance, detection, disease investigation, epidemiology, training, conducting simulations and providing laboratory support for testing and confirmation through the bio-safety laboratory level III in Laredo and surrounding counties.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that Council approves the Resolution.

Fiscal Impact

Fiscal Year:	2022
Bugeted Y/N?:	
Source of Funds:	Bioterrorism
Account #:	226-6010
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

The revenue account 226-0000-323-4089 and the expenditure division 226-6010 with Project Number HEBT15

Attachments

Contract

2022-R-122

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TEXAS Health and Human Services

Texas Department of State Health Services

John Hellerstedt, M.D.
Commissioner

Samuel K. Selman
City of Laredo Health Department
2600 Cedar Avenue, P. O. Box 2337
Laredo, Texas 78040

Subject: Public Health Emergency Preparedness Contract
Contract Number: 537-18-0168-00001, Amendment No. 6
Contract Amount: $2,230,991.00
Contract Term: July 1, 2017 through June 30, 2023

Dear Mr. Selman:

Enclosed is the Public Health Emergency Preparedness Amendment No. 6 between the Department of State Health Services and City of Laredo Health Department.

The purpose of this Contract is to perform activities in support of the Public Health Emergency Preparedness (PHEP) Cooperative Agreement from the Centers for Disease Control and Prevention (CDC) in support of public health emergency preparedness.

This Amendment No. 6:

1) Increases the total contract value by $375,910.00 (reflecting $341,737.00 in federal funding and $34,173.00 in match funding) for FY2023;
2) Extends the end of the contract term to June 30, 2023; and
3) Revises attachments to the contract.

Please let me know if you have any questions or need additional information.

Sincerely,

Fred L. Waterman, CTCM
Contract Manager
512-776-6585
Fred.Waterman@dshs.texas.gov

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DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. 537-18-0168-00001
AMENDMENT NO. 6
RENEWAL

The **DEPARTMENT OF STATE HEALTH SERVICES** ("**System Agency**") and **CITY OF LAREDO HEALTH DEPARTMENT** ("**Grantee**"), each a "**Party**" and collectively the "**Parties**" to that certain Public Health Emergency Preparedness ("PHEP") contract effective July 1, 2017, and denominated as System Agency Contract No. 537-18-0168-00001 (the "**Contract**"), as amended, now desire to further amend the Contract.

WHEREAS, the Parties desire to amend the Contract;

WHEREAS, the Parties desire to extend the term of the Contract in accordance with **ARTICLE III, DURATION,** of the Contract Signature Document;

WHEREAS, the Parties desire to add funds to the Contract for the period from July 1, 2022, through June 30, 2023 ("Fiscal Year 2023" or "FY2023");

WHEREAS, the Parties desire to modify the Notice to Proceed provision of the Contract;

WHEREAS, the Parties desire to revise the Statement of Work and the Uniform Terms and Conditions to the Contract;

WHEREAS, the Parties desire to incorporate **ATTACHMENT F.6, FFATA CERTIFICATION FORM,** into the Contract;

WHEREAS, the Parties desire to incorporate **ATTACHMENT G, FY23 INDIVIDUAL WORK PLAN,** into the Contract; and

WHEREAS, the Parties desire to revise **ARTICLE VI, LEGAL NOTICES**, of the Contract Signature Document.

NOW THEREFORE, the Parties hereby modify the Contract as follows:

1. **ARTICLE III**, **DURATION,** of the Contract Signature Document is amended to reflect a revised termination date of **June 30, 2023**.

2. **ARTICLE IV, BUDGET**, of the Contract Signature Document is amended to add **$341,737.00** in federal funding to the Contract with the Grantee providing a total of **$34,173.00** in match funds for FY2023. The total not-to-exceed amount of the Contract is therefore increased to **$2,230,991.00**, of which **$2,028,401.00** represents federal funding and **$202,590.00** represents match. All expenditures under the Contract will be in accordance with the revised budget set forth herein. Funds provided in support of one Contract activity may only be used for that activity and may not be comingled with other funds provided under this Contract.

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3. **ARTICLE VI**, **LEGAL NOTICES,** of the Contract Signature Document is amended to replace System Agency information with the following:

SYSTEM AGENCY
Health and Human Services Commission
Attn: Office of Chief Counsel
4601 W. Guadalupe Street, Mail Code 1100
Austin, Texas 78751

with a copy to:

Department of State Health Services
Attention: General Counsel
1100 W. 49th Street, Mail Code 1919
Austin, TX 78756

4. **ARTICLE VIII, NOTICE TO PROCEED**, of the Contract Signature Document is hereby deleted in its entirety and replaced with the following:

VIII. NOTICE TO PROCEED

Funding for this Contract is dependent on the award of the applicable federal grant. No FY2023 work may begin and no charges may be incurred until the System Agency issues a written Notice to Proceed to Grantee. This Notice to Proceed may include an amended or ratified budget which will be incorporated into this Contract by a subsequent amendment, as necessary. Notwithstanding the preceding, at the discretion of the System Agency, Grantee may be eligible to receive reimbursement for eligible expenses incurred during the period of performance as defined by 2 CFR §200.309.

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5. **ATTACHMENT B, BUDGET,** is hereby amended by deleting the budget table in its entirety and replacing it with the following:

Budget Categories	**FY18 Budget Summary (7/1/17 – 6/30/18)**	**FY19 Budget Summary (7/1/18 – 6/30/19)**	**FY20 Budget Summary (7/1/19 – 6/30/20)**	**FY21 Budget Summary (7/1/20 – 6/30/21)**	**FY22 Budget Summary (7/1/21 – 6/30/22)**	**FY23 Budget Summary (7/1/22 – 6/30/23)**	**Total Budget Summary**
Personnel	$185,038.00	$192,566.00	$194,019.00	$198,783.00	$212,124.00	$177,116.00	$1,159,646.00
Fringe Benefits	$90,780.00	$81,282.00	$87,386.00	$79,931.00	$92,338.00	$88,307.00	$520,024.00
Travel	$11,311.00	$12,443.00	$6,537.00	$8,869.00	$0.00	$11,856.00	$51,016.00
Equipment	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Supplies	$1,566.00	$6,893.00	$7,325.00	$4,618.00	$0.00	$19,189.00	$39,591.00
Contractual	$4,489.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,489.00
Other	$40,451.00	$37,951.00	$43,153.00	$49,536.00	$37,275.00	$45,269.00	$253,635.00
Sum of DSHS Direct Costs	$333,635.00	$331,135.00	$338,420.00	$341,737.00	$341,737.00	$341,737.00	$2,028,401.00
Indirect Costs	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Sum of DSHS Direct Costs and Indirect Costs	$333,635.00	$331,135.00	$338,420.00	$341,737.00	$341,737.00	$341,737.00	$2,028,401.00
Plus, Required Match (Cash or In-Kind)	$33,114.00	$33,114.00	$33,842.00	$34,174.00	$34,173.00	$34,173.00	$202,590.00
Total Contract Amount	**$366,749.00**	**$364,249.00**	**$372,262.00**	**$375,911.00**	**$375,910.00**	**$375,910.00**	**$2,230,991.00**

The Parties agree that Grantee shall provide total matching funds in the amount of **$202,590.00**.

As identified in this Contract and used herein, the term "Fiscal Year" or "FY" means the period from July 1 to June 30th of the following year, and does not identify a State or Federal Fiscal Year period, e.g. "Fiscal Year 2023" or "FY2023" means the period from July 1, 2022, through June 30, 2023.

6. **ATTACHMENT A.7, FY2023 STATEMENT OF WORK**, is attached to this Amendment and incorporated into the Contract as if fully set forth therein.

7. **ATTACHMENT C, HHSC UNIFORM TERMS AND CONDITIONS**, is deleted and replaced in its entirety with **ATTACHMENT C, HHS UNIFORM TERMS AND CONDITIONS – GRANT, VERSION 3.0.**

8. **ATTACHMENT F.6, FFATA CERTIFICATION FORM,** is attached to this Amendment and incorporated into the Contract as if fully set forth therein.

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9. **ATTACHMENT G, FY23 INDIVIDUAL WORK PLAN,** is attached to this Amendment and incorporated into the Contract as if fully set forth therein.

10. This Amendment shall be effective on July 1, 2022.

11. Except as amended by this Amendment, all terms and conditions of the Contract, as previously amended, shall remain in effect.

12. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

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SIGNATURE PAGE FOR AMENDMENT NO. 6
SYSTEM AGENCY CONTRACT NO. 537-18-0168-00001

DEPARTMENT OF STATE HEALTH SERVICES

DocuSigned by:
By: Kirk Cole
04DD3FAAF59048D...

Name: Kirk Cole

Title: Deputy Commissioner

Date of Signature: April 18, 2022

CITY OF LAREDO HEALTH DEPARTMENT

DocuSigned by:
By: Samuel K Selman
737A6E096C3D43D...

Name: Samuel K Selman

Title: Interim City Manager

Date of Signature: April 14, 2022

THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT:

ATTACHMENT A.7 - FY2023 STATEMENT OF WORK

ATTACHMENT C - HHS UNIFORM TERMS AND CONDITIONS – GRANT, VERSION 3.0

ATTACHMENT F.6 - FFATA CERTIFICATION FORM

ATTACHMENT G - FY23 INDIVIDUAL WORK PLAN

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ATTACHMENT A.7
FY2023 STATEMENT OF WORK

July 1, 2022 through June 30, 2023

For the period from July 1, 2022, through June 30, 2023 only:

I. GRANTEE RESPONSIBILITIES

Grantee will:

A. Perform activities in support of the Public Health Emergency Preparedness ("PHEP") Cooperative Agreement from the Centers for Disease Control and Prevention ("CDC") to advance public health preparedness.

B. Perform the activities required under this Contract in the following county/ies: Duval, Jim Hogg, Webb, and Zapata.

C. Provide System Agency with situational awareness data generated through interoperable networks of electronic data systems.

D. Address the following public health emergency preparedness capabilities:

1. Capability 1 – Community preparedness is the ability of communities to prepare for, withstand, and recover from public health incidents in both the short- and long-term.
2. Capability 2 – Community recovery is the ability of communities to identify critical assets, facilities, and other services within public health, emergency management, health care, human services, mental/behavioral health, and environmental health sectors that can guide and prioritize recovery operations.
3. Capability 3 – Emergency operations coordination is the ability to coordinate with emergency management and to direct and support an incident or event with public health or health care implications by establishing a standardized, scalable system of oversight, organization, and supervision that is consistent with jurisdictional standards and practices and the National Incident Management System ("NIMS").
4. Capability 4 – Emergency public information and warning is the ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management personnel.
5. Capability 5 – Fatality management is the ability to coordinate with partner organizations and agencies to provide fatality management services to ensure the proper recovery and preservation of remains; identification of the deceased; determination of cause and manner of death; release of remains to an authorized individual; and provision of mental/behavioral health assistance for the grieving. The role also may include supporting activities for the identification, collection, documentation, retrieval, and transportation of human remains, personal effects, and evidence to the examination location or incident morgue.
6. Capability 6 – Information sharing is the ability to conduct multijurisdictional and

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multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, tribal, and territorial levels of government and the private sector. This capability includes the routine sharing of information as well as issuing of public health alerts to all levels of government and the private sector in preparation for and in response to events or incidents of public health significance.

7. Capability 7 – Mass care is the ability of public health agencies to coordinate with and support partner agencies to address, within a congregate location (excluding shelter-in-place locations), the public health, health care, mental/behavioral health, and human services needs of those impacted by an incident. This capability includes coordinating ongoing surveillance and public health assessments to ensure that health needs continue to be met as the incident evolves.
8. Capability 8 – Medical countermeasure dispensing and administration is the ability to provide medical countermeasures to targeted population(s) to prevent, mitigate, or treat the adverse health effects of a public health incident, according to public health guidelines. This capability focuses on dispensing and administering medical countermeasures, such as vaccines, antiviral drugs, antibiotics, and antitoxins.
9. Capability 9 – Medical materiel management and distribution is the ability to acquire, manage, transport, and track medical materiel during a public health incident or event and the ability to recover and account for unused medical materiel, such as pharmaceuticals, vaccines, gloves, masks, ventilators, or medical equipment after an incident.
10. Capability 10 – Medical surge is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community. It encompasses the ability of the health care system to endure a hazard impact, maintain or rapidly recover operations that were compromised, and support the delivery of medical care and associated public health services, including disease surveillance, epidemiological inquiry, laboratory diagnostic services, and environmental health assessments.
11. Capability 11 – Nonpharmaceutical interventions are actions that people and communities can take to help slow the spread of illness or reduce the adverse impact of public health emergencies. This capability focuses on communities, community partners, and stakeholders recommending and implementing nonpharmaceutical interventions in response to the needs of an incident, event, or threat. Nonpharmaceutical interventions may include isolation; quarantine; restrictions on movement and travel advisories or warnings; social distancing; external decontamination; hygiene; and precautionary protective behaviors.
12. Capability 12 – Public health laboratory testing is the ability to implement and perform methods to detect, characterize, and confirm public health threats. It also includes the ability to report timely data, provide investigative support, and use partnerships to address actual or potential exposure to threat agents in multiple matrices, including clinical specimens and food, water, and other environmental samples. This capability supports passive and active surveillance when preparing for, responding to, and recovering from

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biological, chemical, and radiological (if a Radiological Laboratory Response Network is established) public health threats and emergencies.

13. Capability 13 – Public health surveillance and epidemiological investigation is the ability to create, maintain, support, and strengthen routine surveillance and detection systems and epidemiological investigation processes. It also includes the ability to expand these systems and processes in response to incidents of public health significance.
14. Capability 14 – Responder safety and health is the ability to protect public health and other emergency responders during pre-deployment, deployment, and post-deployment.
15. Capability 15 – Volunteer management is the ability to coordinate with emergency management and partner agencies to identify, recruit, register, verify, train, and engage volunteers to support the jurisdictional public health agency's preparedness, response, and recovery activities during pre-deployment, deployment, and post-deployment.

E. Match funds awarded under this Contract with costs or third-party contributions that are not paid by the federal government under another award, except where authorized by federal statute to be used for cost-sharing or matching. The non-federal contributions (match) may be provided directly or through donations from public or private entities and may be in cash or in-kind donations, fairly evaluated, including plant, equipment, or services. The costs that the Grantee incurs in fulfilling the matching or cost-sharing requirement are subject to the same requirements, including the cost principles, that are applicable to the use of federal funds, including prior approval requirements and other rules for allowable costs as described in 45 CFR 74.23 and 45 CFR 92.24, as amended.

Grantee will provide matching funds in the amount of ten percent (10%) of the Contract amount as set forth in **ATTACHMENT B**, **BUDGET**. Cash match is defined as an expenditure of cash by the Grantee on allowable costs of this Contract that are borne by the Grantee. In-kind match is defined as the dollar value of non-cash contributions by a third party given in goods, commodities, or services that are used in activities that benefit this Contract's project and that are contributed by non-federal third parties without charge to the Grantee. The criteria for match must:

1. Be an allowable cost under the applicable federal cost principle;
2. Be necessary and reasonable for the efficient accomplishment of project or program objectives;
3. Be verifiable within the Grantee's (or subgrantee's) records;
4. Be documented, including methods and sources, in the approved budget (applies only to cost reimbursement contracts);
5. Not be included as contributions toward any other federally-assisted project or program (match can count only once);
6. Not be paid by the federal government under another award, except where authorized by federal statute to be used for cost-sharing or match;

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7. Conform to other provisions of governing circulars/statutes/regulations as applicable for the Contract;
8. Be adequately documented;
9. Follow procedures for generally accepted accounting practices as well as meet audit requirements; and
10. Value the in-kind contributions reported and be supported by documentation reflecting the use of goods and/or services during the Contract term.

F. In the event of a local, state, or federal emergency, the Grantee has the authority to utilize approximately five percent (5%) of the Grantee's staff's time supporting this Contract for response efforts. System Agency will reimburse Grantee up to five percent of this Contract funded by the CDC for personnel costs responding to an emergency event. Grantee will maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation in drills and exercises in the pre-event time period. Grantee will notify the System Agency Contract Manager in writing when this provision is implemented.

G. In the event of a public health emergency involving a portion of the state, mobilize and dispatch staff or equipment purchased with funds from previous PHEP cooperative agreements, and not currently performing critical duties in the jurisdiction served, to the affected area of the state upon receipt of a written request from System Agency.

H. Coordinate activities and response plans within the jurisdiction with the state, regional, and other local jurisdictions, among local agencies, and with hospitals and major health care entities, jurisdictional Metropolitan Medical Response Systems, and Councils of Government.

I. Inform System Agency in writing if Grantee will not continue performance under this Contract within thirty (30) days of receipt of an amended standard(s) or guideline(s). System Agency may terminate this Contract immediately or within a reasonable period of time as determined by System Agency.

J. Develop, implement, and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Contract, including partial full-time employees and temporary staff.

K. Complete and submit programmatic reports as directed by System Agency in a format specified by System Agency and as needed to satisfy information-sharing requirements set forth in Texas Government Code, Sections 421.071 and 421.072 (b) and (c), as amended. Grantee will provide System Agency other reports, including financial reports, that System Agency determines necessary to accomplish the objectives of this Contract and to monitor compliance.

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L. Submit the Vulnerable Populations Plan that encompasses the Contract term to the System Agency to the Department of State Health Services ("DSHS") Center for Health Emergency Preparedness and Response ("CHEPR") within an established timeframe and submission method designated by the Contractual Requirements Schedule. The Work Plan, referred to in this Contract as **ATTACHMENT G, WORK PLAN**, was submitted to DSHS with the Budget Packet. Any revisions to the Work Plan require written approval by DSHS.

M. Submit a current Integrated Preparedness Plan ("IPP"; formerly the Multi-Year Training and Exercise Plan ["MYTEP"]), which must include at least four years of progressive exercise planning, to the System Agency within an established timeframe and submission method designated by the Contractual Requirements Schedule, using the template provided by System Agency.

N. Submit at least one After Action Review/Improvement Plan ("AAR/IP"). All AAR/IPs must be submitted to the System Agency within 60 calendar days, or 90 calendar days for Real World Incident ("RWI"), of the completion of the exercise/response within an established timeframe and submission method designated by the Contractual Requirements Schedule. AAR/IPs must be completed in accordance with Notification and Reporting of Exercise Grant.

O. Complete and submit the Expanded Operational Readiness Review ("ORR") to CDC and upload supporting documentation to the System Agency via the DSHS CHEPR External SharePoint site by April 1, 2023. Documentation is required within an established timeframe designated by the Contractual Requirements Schedule.

P. Submit the End-of-Year Performance Report to the System Agency within an established timeframe and submission method designated by the Contractual Requirements Schedule.

Q. Designate a member of the PHEP program to attend two regional healthcare coalition meetings during the Contract term, if meetings resume during the Contract term. Submit evidence of attendance, within an established timeframe designated by the Contractual Requirements Schedule.

R. Immediately notify System Agency in writing if Grantee is legally prohibited from providing any report under this Contract.

S. Have plans, processes, and training in place to meet NIMS compliance requirements.

T. When using volunteers during the Contract term, the Grantee must designate a Texas Disaster Volunteer Registry ("TDVR") State Emergency System for the Advanced Registration of Volunteer Health Professionals ("ESAR-VHP") System Administrator, participate in required administrator trainings, and utilize the system to identify volunteers.

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U. Grantee may not use funds for research, clinical care, fund-raising activities or lobbying, construction or major renovations, reimbursement of pre-award costs, to supplant existing state or federal funds for activities, payment or reimbursement of backfilling costs for staff, purchase of vehicles of any kind, uniforms or furniture, or funding an award to another party or provider who is ineligible.

V. None of the funds made available under this agreement may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.

W. Cooperate with System Agency to coordinate all planning, training and exercises performed under this Contract with the Texas Division of Emergency Management ("TDEM"), or other points of contact at the discretion of the Division for Regional and Local Health Operations, to ensure consistency and coordination of requirements at the local level and eliminate duplication of effort between the various domestic preparedness funding sources in the state.

X. Coordinate all risk communication activities with the System Agency Communications Unit by using System Agency's core messages posted on the System Agency website and submitting copies of draft risk communication materials to System Agency for coordination prior to dissemination.

Y. Initiate the purchase of all equipment approved in writing by the System Agency in the first quarter of the Contract term, as applicable. Failure to timely initiate the purchase of equipment may result in the loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter in the Contract must be submitted to the assigned System Agency Contract Manager.

Z. Maintain an inventory of equipment, supplies defined as Controlled Assets, and real property. Grantee shall submit an annual cumulative report of the equipment and other property on HHS System Agency Grantee's Property Inventory Report to the assigned System Agency Contract Manager by email not later than October 15 of each year. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of $500 or more, but less than $5,000: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets are considered Supplies.

AA. Provide notification of budget transfers by submission of a revised Categorical Budget

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Form to the System Agency Contract Manager, highlighting the areas affected by the budget transfer.

Transferring funds between budget categories, other than the equipment and indirect cost categories, is allowable, but cannot exceed 25% of the total Contract value during a Contract budget period. If the budget transfer(s) exceeds 25% of the total Contract value, alone or cumulatively, a formal Contract amendment is required.

After review, the System Agency Contract Manager shall provide notification of acceptance to Grantee via email, upon receipt of which, the revised budget shall be incorporated into the Contract.

BB. Not use System Agency funds to purchase buildings or real property without prior written approval from the System Agency. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.

CC. At the expiration or termination of this Contract for any reason, title to any remaining equipment and supplies purchased with funds under this Contract reverts to System Agency. Title may be transferred to any other party designated by System Agency. The System Agency may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Grantee.

DD. Comply with all applicable federal and state laws, rules, and regulations, as amended, including, but not limited to, the following:

1. Public Law 109-417, Pandemic and All-Hazards Preparedness and Advancing Innovation Act ("PAHPAI");
2. Texas Health and Safety Code Chapter 81; and
3. Section 319C-1 of the Public Health Service (PHS) Act (47 USC § 247d-3a), as amended.

EE. Comply with all applicable regulations, standards and guidelines in effect on the beginning date of the term of this Contract.

FF. Submit other reports as required by System Agency. The initial reporting schedule for the requirements is subject to change as System Agency and CDC may modify requirements and due dates.

GG. Work with the Regional Health Care Coalition to develop comprehensive preparedness strategies. Plans will be submitted to System Agency by the Health Care Coalition.

II. PERFORMANCE MEASURES

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A. The System Agency will monitor the Grantee's performance of the requirements in this Attachment and compliance with the Contract's terms and conditions.

B. Grantee will meet and report Performance Measures based on requirements that are developed in coordination with System Agency for the Grantee's project as provided in Section I. Grantee must also demonstrate adherence to PHEP reporting deadlines and the capability to receive, stage, store, distribute, and dispense materiel during a public health emergency. Failure to meet these requirements may result in withholding a portion of the current fiscal year PHEP base award.

C. System Agency will send a Contractual Requirements Schedule for reporting these Performance Measures within thirty (30) days of this Amendment No. 6 effective date.

III. INVOICE AND PAYMENT

A. Grantee will request payment using the State of Texas Purchase Voucher (Form B-13) monthly and acceptable supporting documentation for reimbursement of the required services/deliverables. The Grantee will submit the Financial Status Report (FSR-269A). Additionally, the Grantee will submit the Match Certification Form (B-13A), at the end of the fourth quarter. Vouchers, supporting documentation, Financial Status Reports, and Match Certification Forms should be mailed or emailed to the addresses below.

Department of State Health Services
Claims Processing Unit, MC 1940
1100 West 49th Street
P.O. Box 149347
Austin, TX 78714-9347
FAX: (512) 458-7442
EMAIL: invoices@dshs.texas.gov & CMSInvoices@dshs.texas.gov

B-13s and supporting documentation should be sent to: invoices@dshs.texas.gov & CMSInvoices@dshs.texas.gov & cc System Agency Contract Manager.

FSRs should be sent to: FSRGrants@dshs.texas.gov & CMSInvoices@dshs.texas.gov & cc System Agency Contract Manager.

B. Grantee will be reimbursed on a monthly basis and in accordance with **ATTACHMENT B, BUDGET** of the Contract.

C. System Agency reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. System Agency will monitor Grantee's expenditures on a

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quarterly basis. If expenditures are below that projected in Grantee's total Contract amount, Grantee's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

D. Grantee may request a one-time working capital advance not to exceed twelve percent (12%) of the total amount of the Contract funded by System Agency. All advances must be expended by the end of the Contract term. Advances not expended by the end of the Contract term must be refunded to System Agency. Grantee will repay all or part of advance funds at any time during the Contract's term. However, if the advance has not been repaid prior to the last three months of the Contract term, the Grantee must deduct at least one-third of the remaining advance from each of the last three months' reimbursement requests. If the advance is not repaid prior to the last three months of the Contract term, System Agency will reduce the reimbursement request by one-third of the remaining balance of the advance.

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TEXAS
Health and Human Services

Health and Human Services (HHS)

Uniform Terms and Conditions - Grant

Version 3.0

Published and Effective – August 2021

Responsible Office: Chief Counsel

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ABOUT THIS DOCUMENT

In this document, Grantees (also referred to in this document as subrecipients or contractors) will find requirements and conditions applicable to grant funds administered and passed-through by both the Texas Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). These requirements and conditions are incorporated into the Grant Agreement through acceptance by Grantee of any funding award by HHSC or DSHS.

The terms and conditions in this document are in addition to all requirements listed in the RFA, if any, under which applications for this grant award are accepted, as well as all applicable federal and state laws and regulations. Applicable federal and state laws and regulations may include, but are not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; requirements of the entity that awarded the funds to HHS; Chapter 783 of the Texas Government Code; Texas Comptroller of Public Accounts' agency rules (including Uniform Grant and Contract Standards set forth in Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code); the Texas Grant Management Standards (TxGMS) developed by the Texas Comptroller of Public Accounts; and the Funding Announcement, Solicitation, or other instrument/documentation under which HHS was awarded funds. HHS, in its sole discretion, reserves the right to add requirements, terms, or conditions.

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

As used in this Grant Agreement, unless a different definition is specified, or the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

"Amendment" means a written agreement, signed by the Parties, which documents changes to the Grant Agreement.

"Contract" or "Grant Agreement" means the agreement entered into by the Parties, including the Signature Document, these Uniform Terms and Conditions, along with any attachments and amendments that may be issued by the System Agency.

"Deliverables" means the goods, services, and work product, including all reports and project documentation, required to be provided by Grantee to the System Agency.

"DSHS" means the Department of State Health Services.

"Effective Date" means the date on which the Grant Agreement takes effect.

"Federal Fiscal Year" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

"GAAP" means Generally Accepted Accounting Principles.

"GASB" means the Governmental Accounting Standards Board.

"Grantee" means the Party receiving funds under this Grant Agreement. May also be referred to as "subrecipient" or "contractor" in this document.

"HHSC" means the Texas Health and Human Services Commission.

"Health and Human Services" or "HHS" includes HHSC and DSHS.

"Intellectual Property Rights" means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such right may be evidenced by or embodied in:

i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;
ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
iv. domain name registrations; and
v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

"Parties" means the System Agency and Grantee, collectively.

"Party" means either the System Agency or Grantee, individually.

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"Project" means specific activities of the Grantee that are supported by funds provided under this Grant Agreement.

"Signature Document" means the document executed by all Parties for this Grant Agreement.

"Solicitation," "Funding Announcement" or "Request for Applications (RFA)" means the document (including all exhibits, attachments, and published addenda), issued by the System Agency under which applications for grant funds were requested, which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

"Solicitation Response" or "Application" means Grantee's full and complete Solicitation response (including any attachments and addenda), which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

"State Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"State of Texas *Textravel*" means the Texas Comptroller of Public Accounts' state travel rules, policies, and guidelines.

"Statement of Work" means the description of activities Grantee must perform to complete the Project, as specified in the Grant Agreement and as may be amended.

"System Agency" means HHSC or DSHS, as applicable.

"Work Product" means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the deliverables, that are developed, produced, generated or provided by Grantee in connection with Grantee's performance of its duties under the Grant Agreement or through use of any funding provided under this Grant Agreement.

"Texas Grant Management Standards" or "TxGMS" means uniform grant and contract administration procedures, developed under the authority of Chapter 783 of the Texas Government Code, to promote the efficient use of public funds in local government and in programs requiring cooperation among local, state, and federal agencies. Under this Grant Agreement, TxGMS applies to Grantee except as otherwise provided by applicable law or directed by System Agency. Additionally, except as otherwise provided by applicable law, in the event of a conflict between TxGMS and applicable federal or state law, federal law prevails over state law and state law prevails over TxGMS.

1.2 INTERPRETIVE PROVISIONS

A. The meanings of defined terms include the singular and plural forms.
B. The words "hereof," "herein," "hereunder," and similar words refer to this Grant Agreement as a whole and not to any particular provision, section, attachment, or schedule of this Grant Agreement unless otherwise specified.
C. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Grant Agreement, (i) references to contracts

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(including this Grant Agreement) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Grant Agreement, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

D. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Grant Agreement are references to these documents as amended, modified, or supplemented during the term of the Grant Agreement.
E. The captions and headings of this Grant Agreement are for convenience of reference only and do not affect the interpretation of this Grant Agreement.
F. All attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Grant Agreement.
G. This Grant Agreement may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative.
H. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
I. Time is of the essence in this Grant Agreement.
J. Prior to execution of the Grant Agreement, Grantee must notify System Agency's designated contact in writing of any ambiguity, conflict, discrepancy, omission, or other error. If Grantee fails to notify the System Agency designated contact of any ambiguity, conflict, discrepancy, omission or other error in the Grant Agreement prior to Grantee's execution of the Grant Agreement, Grantee:
    i. Shall have waived any claim of error or ambiguity in the Grant Agreement; and
    ii. Shall not contest the interpretation by the System Agency of such provision(s).

No grantee will be entitled to additional reimbursement, relief, or time by reason of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or its later correction.

ARTICLE II. PAYMENT PROVISIONS

2.1 PROMPT PAYMENT

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

2.2 TAXES

Grantee represents and warrants that it shall pay all taxes or similar amounts resulting from the Grant Agreement, including, but not limited to, any federal, State, or local income, sales or excise taxes of Grantee or its employees. System Agency shall not be liable for any taxes resulting from the Grant Agreement.

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2.3 ANCILLARY AND TRAVEL EXPENSES

A. Except as otherwise provided in the Grant Agreement, no ancillary expenses incurred by the Grantee in connection with its provision of the services or deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to, costs associated with transportation, delivery, and insurance for each deliverable.

B. Except as otherwise provided in the Grant Agreement, when the reimbursement of travel expenses is authorized by the Grant Agreement, all such expenses will be reimbursed in accordance with the rates set by the Texas Comptroller's *Textravel* guidelines, which can currently be accessed at: https://fmx.cpa.texas.gov/fmx/travel/textravel/.

2.4 BILLING

Unless otherwise provided in the Grant Agreement, Grantee shall bill the System Agency in accordance with the Grant Agreement. Unless otherwise specified in the Grant Agreement, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.5 USE OF FUNDS

Grantee shall expend funds under this Grant Agreement only for approved services and for reasonable and allowable expenses directly related to those services.

2.6 USE FOR MATCH PROHIBITED

Grantee shall not use funds provided under this Grant Agreement for matching purposes in securing other funding without the written approval of the System Agency.

2.7 PROGRAM INCOME

Program income refers to gross income directly generated by a supporting activity during the period of performance. Unless otherwise required under the Grant Agreement, Grantee shall use Program Income, as provided in TxGMS, to further the Project, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report Program Income in accordance with the Grant Agreement, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Grant Agreement term, when earned, and may not carry Program Income forward to any succeeding term. Grantee shall refund Program Income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using Program Income for the purposes and under the conditions specified in this Grant Agreement.

2.8 NONSUPPLANTING

Grant funds must be used to supplement existing, new or corresponding programming and related activities. Grant funds may not be used to supplant (replace) existing funds that have been appropriated, allocated, or disbursed for the same purpose. System Agency may conduct Grant monitoring or audits may be conducted to review, among other things, Grantee's compliance with this provision.

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2.9 INDIRECT COST RATES

The System Agency may acknowledge an indirect cost rate for Grantees that is utilized for all applicable Grant Agreements. For subrecipients receiving federal funds, indirect cost rates will be determined in accordance with applicable law including, but not limited to, 2 CFR 200.414(f). For recipients receiving state funds, indirect costs will be determined in accordance with applicable law including, but not limited to, TxGMS. Grantees funded with blended federal and state funding will be subject to both state and federal requirements when determining indirect costs. In the event of a conflict between TxGMS and applicable federal law or regulation, the provisions of federal law or regulation will apply. Grantee will provide any necessary financial documents to determine the indirect cost rate in accordance with the Uniform Grant Guidance (UGG) and TxGMS.

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 EXCESS OBLIGATIONS PROHIBITED

This Grant Agreement is subject to termination or cancellation, without penalty to System Agency, either in whole or in part, subject to the availability and actual receipt by System Agency of state or federal funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Grantee's delivery or performance under the Grant Agreement impossible or unnecessary, the Grant Agreement will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Grantee for any damages that are caused or associated with such termination or cancellation, and System Agency will not be required to give prior notice. Additionally, System Agency will not be liable to Grantee for any remaining unpaid funds under this Grant Agreement at time of termination.

3.2 NO DEBT AGAINST THE STATE

This Grant Agreement will not be construed as creating any debt by or on behalf of the State of Texas.

3.3 DEBTS AND DELINQUENCIES

Grantee agrees that any payments due under the Grant Agreement shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support during the entirety of the Grant Agreement term.

3.4 REFUNDS AND OVERPAYMENTS

A. At its sole discretion, the System Agency may (i) withhold all or part of any payments to Grantee to offset overpayments, unallowable or ineligible costs made to the Grantee, or if any required financial status report(s) is not submitted by the due date(s); or (ii) require Grantee to promptly refund or credit - within thirty (30) calendar days of written notice – to System Agency any funds erroneously paid by System Agency which are not expressly authorized under the Grant Agreement.

B. "Overpayments" as used in this Section include payments (i) made by the System

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Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures. Grantee understands and agrees that it shall be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Grant Agreement. Grantee further understands and agrees that reimbursement of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Grant Agreement.

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.1 ALLOWABLE COSTS

A. Allowable Costs are restricted to costs that are authorized under Texas Uniform Grant Management Standards (TxGMS) and applicable state and federal rules and laws. This Grant Agreement is subject to all applicable requirements of TxGMS, including the criteria for Allowable Costs. Additional federal requirements apply if this Grant Agreement is funded, in whole or in part, with federal funds.

B. System Agency will reimburse Grantee for actual, allowable, and allocable costs incurred by Grantee in performing the Project, provided the costs are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Grant Agreement. At its sole discretion, the System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. The System Agency may take repayment (recoup) from remaining funds available under this Grant Agreement in amounts necessary to fulfill Grantee's repayment obligations. Grantee and all payments received by Grantee under this Grant Agreement are subject to applicable cost principles, audit requirements, and administrative requirements including applicable provisions under 2 CFR 200, 48 CFR Part 31, and TxGMS.

C. OMB Circulars will be applied with the modifications prescribed by TxGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.2 AUDITS AND FINANCIAL STATEMENTS

A. Audits

i. Grantee understands and agrees that Grantee is subject to any and all applicable audit requirements found in state or federal law or regulation or added by this Grant Agreement

ii. HHS Single Audit Unit will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the form within thirty (30) calendar days after receipt of notice, Grantee maybe subject to sanctions and remedies for non-compliance.

iii. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000) in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The federal threshold amount includes federal funds passed through by way of state agency awards.

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iv. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000) in state funds awarded, Grantee shall have a single audit or program-specific audit in accordance with TxGMS. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and TxGMS.

v. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or TxGMS, as applicable, for their program-specific audits.

vi. Each Grantee required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with applicable provisions of 2 CFR 200 and TxGMS.

B. Financial Statements.

Each Grantee that does not meet the expenditure threshold for a single audit or program-specific audit, must provide financial statements for the audit period.

4.3 Submission of Audits and Financial Statements

A. Audits.

Due the earlier of 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit one electronic copy of the single audit or program-specific audit to the System Agency via:

i. HHS portal at https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau or,

ii. Email to: single_audit_report@hhsc.state.tx.us.

B. Financial Statements.

Due no later than nine months after the Grantee's fiscal year-end, Grantees not required to submit an audit, shall submit one electronic copy of their financial statements via:

i. HHS portal at https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau; or,

ii. Email to: single_audit_report@hhsc.state.tx.us.

ARTICLE V. WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.1 Warranty

Grantee warrants that all work under this Grant Agreement shall be completed in a manner consistent with standards under the terms of this Grant Agreement, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the Grant Agreement; and all deliverables shall be fit for ordinary use, of good quality, and with no material defects. If System Agency, in its sole discretion, determines Grantee has failed to complete work timely or to perform satisfactorily under conditions required by this Grant Agreement, the System Agency may require Grantee, at its sole expense, to:

i. Repair or replace all defective or damaged work;

ii. Refund any payment Grantee received from System Agency for all defective or damaged work and, in conjunction therewith, require Grantee to accept the return of such work; and,

iii. Take necessary action to ensure that Grantee's future performance and work conform to the Grant Agreement requirements.

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5.2 General Affirmations

Grantee certifies that, to the extent affirmations are incorporated into the Grant Agreement, the Grantee has reviewed the affirmations and that Grantee is in compliance with all requirements.

5.3 Federal Assurances

Grantee further certifies that, to the extent federal assurances are incorporated into the Grant Agreement, the Grantee has reviewed the federal assurances and that Grantee is in compliance with all requirements.

5.4 Federal Certifications

Grantee further certifies that, to the extent federal certifications are incorporated into the Grant Agreement, the Grantee has reviewed the federal certifications and that Grantee is in compliance with all requirements. In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Grant Agreement.

5.5 State Assurances

Except to the extent of any conflict under applicable law or requirements or guidelines of any federal awarding agency from which funding for this Grant Agreement originated, the Grantee must comply with the applicable state assurances included within the TxGMS which are incorporated here by reference.

ARTICLE VI. INTELLECTUAL PROPERTY

6.1 Ownership of Work Product

A. All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Grantee and Grantee's employees will have no rights in or ownership of the Work Product or any other property of System Agency.
B. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Grantee hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing.
C. Grantee agrees to execute all papers and to perform such other acts as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned.
D. In the event that Grantee has any rights in and to the Work Product that cannot be assigned to System Agency, Grantee hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to

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sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.

E. The foregoing does not apply to Incorporated Pre-existing Works or Third Party IP that are incorporated in the Work Product by Grantee. Grantee shall provide System Agency access during normal business hours to all Grantee materials, premises, and computer files containing the Work Product.

6.2 GRANTEE'S PRE-EXISTING WORKS

A. To the extent that Grantee incorporates into the Work Product any works of Grantee that were created by Grantee or that Grantee acquired rights in prior to the Effective Date of this Grant Agreement ("**Incorporated Pre-existing Works**"), Grantee retains ownership of such Incorporated Pre-existing Works.

B. Grantee hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, reproduce, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product.

C. Grantee represents, warrants, and covenants to System Agency that Grantee has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

6.3 THIRD PARTY IP

A. To the extent that any Third Party IP is included or incorporated in the Work Product by Grantee, Grantee hereby grants to System Agency, or shall obtain from the applicable third party for System Agency's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for System Agency's internal business or governmental purposes only, to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third Party IP and any derivative works thereof embodied in or delivered to System Agency in conjunction with the Work Product, and to authorize others to do any or all of the foregoing.

B. Grantee shall obtain System Agency's advance written approval prior to incorporating any Third Party IP into the Work Product, and Grantee shall notify System Agency on delivery of the Work Product if such materials include any Third Party IP.

C. Grantee shall provide System Agency all supporting documentation demonstrating Grantee's compliance with this Section 6.3, including without limitation documentation indicating a third party's written approval for Grantee to use any Third Party IP that may be incorporated in the Work Product.

6.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

Grantee shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Grantee's compliance with Grantee's obligations under this Article VI, Intellectual Property.

6.5 DELIVERY UPON TERMINATION OR EXPIRATION

No later than the first calendar day after the termination or expiration of the Grant Agreement or upon System Agency's request, Grantee shall deliver to System Agency all completed, or

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partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Grantee's failure to timely deliver such Work Product is a material breach of the Grant Agreement. Grantee will not retain any copies of the Work Product or any documentation or other products or results of Grantee's activities under the Grant Agreement without the prior written consent of System Agency.

6.6 SURVIVAL

The provisions and obligations of this Article survive any termination or expiration of the Grant Agreement.

6.7 SYSTEM AGENCY DATA

A. As between the Parties, all data and information acquired, accessed, or made available to Grantee by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Grantee in the course of providing data processing services in connection with Grantee's performance hereunder (the "System Agency Data"), is owned solely by System Agency.
B. Grantee has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Grantee to fulfill its obligations under the Grant Agreement or as authorized in advance in writing by System Agency.
C. For the avoidance of doubt, Grantee is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.
D. Grantee shall make System Agency Data available to System Agency, including to System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.
E. Furthermore, the proprietary nature of Grantee's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Grantee's performance of its obligations hereunder.

ARTICLE VII. PROPERTY

7.1 USE OF STATE PROPERTY

A. Grantee is prohibited from using State Property for any purpose other than performing Services authorized under the Grant Agreement.
B. State Property includes, but is not limited to, System Agency's office space, identification badges, System Agency information technology equipment and networks (*e.g.*, laptops, portable printers, cell phones, iPads or tablets, external hard drives, data storage devices, any System Agency-issued software, and the System Agency Virtual Private Network (VPN client)), and any other resources of System Agency.
C. Grantee shall not remove State Property from the continental United States. In addition, Grantee may not use any computing device to access System Agency's network or e-mail while outside of the continental United States.
D. Grantee shall not perform any maintenance services on State Property unless the Grant Agreement expressly authorizes such Services.

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E. During the time that State Property is in the possession of Grantee, Grantee shall be responsible for:
   i. all repair and replacement charges incurred by State Agency that are associated with loss of State Property or damage beyond normal wear and tear, and
   ii. all charges attributable to Grantee's use of State Property that exceeds the Grant Agreement scope. Grantee shall fully reimburse such charges to System Agency within ten (10) calendar days of Grantee's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Grant Agreement shall constitute breach of contract and may result in termination of the Grant Agreement and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

7.2 DAMAGE TO STATE PROPERTY

A. In the event of loss, destruction, or damage to any System Agency or State of Texas owned, leased, or occupied property or equipment by Grantee or Grantee's employees, agents, Subcontractors, or suppliers, Grantee shall be liable to System Agency and the State of Texas for the full cost of repair, reconstruction, or replacement of the lost, destroyed, or damaged property.
B. Grantee shall notify System Agency of the loss, destruction, or damage of equipment or property within one (1) business day. Grantee shall reimburse System Agency and the State of Texas for such property damage within ten (10) calendar days after Grantee's receipt of System Agency's notice of amount due.

7.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT

In the event the Grant Agreement is terminated for any reason or expires, State Property remains the property of the System Agency and must be returned to the System Agency by the earlier of the end date of the Grant Agreement or upon System Agency's request.

7.4 EQUIPMENT AND PROPERTY

A. The Grantee must ensure equipment with a per-unit cost of $5,000 or greater purchased with grant funds under this award is used solely for the purpose of this Grant or is properly pro-rated for use under this Grant. Grantee must have control systems to prevent loss, damage, or theft of property funded under this Grant. Grantee shall maintain equipment management and inventory procedures for equipment, whether acquired in part or whole with grant funds, until disposition occurs.
B. When equipment acquired by Grantee under this Grant Agreement is no longer needed for the original project or for other activities currently supported by System Agency, the Grantee must properly dispose of the equipment pursuant to 2 CFR and/or TxGMS, as applicable. Upon termination of this Grant Agreement, use and disposal of equipment by the Grantee shall conform with TxGMS requirements.
C. Grantee shall initiate the purchase of all equipment approved in writing by the System Agency in accordance with the schedule approved by System Agency, as applicable. Failure to timely initiate the purchase of equipment may result in the loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter in the Grant Agreement must be submitted to the assigned System Agency contract manager.
D. Controlled Assets include firearms, regardless of the acquisition cost, and the following

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assets with an acquisition cost of $500 or more, but less than $5,000: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets are considered supplies.

E. System Agency funds must not be used to purchase buildings or real property without prior written approval from System Agency. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.

ARTICLE VIII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY

8.1 RECORD MAINTENANCE AND RETENTION

A. Grantee shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Grant Agreement and all state and federal rules, regulations, and statutes.

B. Grantee shall maintain and retain legible copies of this Grant Agreement and all records relating to the performance of the Grant Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by the Grantee for a minimum of seven (7) years after the Grant Agreement expiration date or seven (7) years after all audits, claims, litigation or disputes involving the Grant Agreement are resolved, whichever is later.

8.2 AGENCY'S RIGHT TO AUDIT

A. Grantee shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Grantee pertaining to the Grant Agreement for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas.

B. In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Grant Agreement. If the Grant Agreement includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHS's contracted examiners, the State Auditor's Office, the Office of the Texas Attorney General, and any successor agencies. Each of these entities may be a duly authorized authority.

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C. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee shall produce original documents related to this Grant Agreement.
D. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings.
E. Grantee shall include this provision concerning the right of access to, and examination of, sites and information related to this Grant Agreement in any Subcontract it awards.

8.3 Response/Compliance with Audit or Inspection Findings

A. Grantee must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Grant Agreement and the services and Deliverables provided. Any such correction will be at Grantee's or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance shall be solely the decision of the System Agency.
B. As part of the services, Grantee must provide to HHS upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Grant Agreement.

8.4 State Auditor's Right to Audit

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. The acceptance of funds directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

8.5 Confidentiality

Grantee shall maintain as confidential and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency's business activities, practices, systems, conditions and services. This section will survive termination or expiration of this Grant Agreement. This requirement must be included in all subcontracts awarded by Grantee.

ARTICLE IX. GRANT REMEDIES, TERMINATION AND PROHIBITED ACTIVITIES

9.1 Remedies

A. To ensure Grantee's full performance of the Grant Agreement and compliance with applicable law, System Agency reserves the right to hold Grantee accountable for breach of contract or substandard performance and may take remedial or corrective actions,

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including, but not limited to the following:

i. temporarily withholding cash disbursements or reimbursements pending correction of the deficiency;
ii. disallowing or denying use of funds for the activity or action deemed not to be in compliance;
iii. disallowing claims for reimbursement that may require a partial or whole return of previous payments or reimbursements;
iv. suspending all or part of the Grant Agreement;
v. requiring the Grantee to take specific actions in order to remain in compliance with the Grant Agreement;
vi. recouping payments made by the System Agency to the Grantee found to be in error;
vii. suspending, limiting, or placing conditions on the Grantee's continued performance of the Project;
viii. prohibiting the Grantee from receiving additional funds for other grant programs administered by the System Agency until satisfactory compliance resolution is obtained;
ix. withholding release of new grant agreements; and
x. imposing any other remedies, sanctions or penalties authorized under this Grant Agreement or permitted by federal or state statute, law, regulation or rule.

B. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended.

C. No action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as a waiver of any other rights or remedies available to System Agency under the Grant Agreement or pursuant to law. Additionally, no action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as an acceptance, waiver, or cure of Grantee's breach. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended or after termination.

9.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Grant Agreement, in whole or in part, at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in the System Agency's notice of termination.

9.3 TERMINATION FOR CAUSE

A. Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Grant Agreement, in whole or in part, upon either of the following conditions:

i. Material Breach

The System Agency may terminate the Grant Agreement, in whole or in part, if the System Agency determines, in its sole discretion, that Grantee has materially breached the Grant Agreement or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, whether or not such violation prevents or substantially impairs performance of Grantee's duties under the Grant Agreement. Grantee's misrepresentation in any aspect including, but not limited to, of Grantee's Solicitation Application, if any, or Grantee's

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addition to the SAM exclusion list (identification in SAM as an excluded entity) may also constitute a material breach of the Grant Agreement.

ii. Failure to Maintain Financial Viability

The System Agency may terminate the Grant Agreement if the System Agency, in its sole discretion, determines that Grantee no longer maintains the financial viability required to complete the services and deliverables, or otherwise fully perform its responsibilities under the Grant Agreement.

B. System Agency will specify the effective date of such termination in the notice to Grantee. If no effective date is specified, the Grant Agreement will terminate on the date of the notification.

9.4 GRANTEE RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS

If the System Agency terminates the Grant Agreement for cause, the Grantee shall be responsible to the System Agency for all costs incurred by the System Agency and the State of Texas to replace the Grantee. These costs include, but are not limited to, the costs of procuring a substitute grantee and the cost of any claim or litigation attributable to Grantee's failure to perform any work in accordance with the terms of the Grant Agreement.

9.5 INHERENTLY RELIGIOUS ACTIVITIES

Grantee may not use grant funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Grantees may engage in inherently religious activities; however, these activities must be separate in time or location from the grant-funded program. Moreover, grantees must not compel program beneficiaries to participate in inherently religious activities. These requirements apply to all grantees, not just faith-based organizations.

9.6 POLITICAL ACTIVITIES

Grant funds cannot be used for the following activities:

A. Grantees and their relevant sub-grantees or subcontractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying, advocating for legislation, campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties, and voter registration campaigns. Grantees may use private, or non-System Agency money or contributions for political purposes but may not charge to, or be reimbursed from, System Agency contracts or grants for the costs of such activities.

B. Grant-funded employees may not use official authority or influence to achieve any political purpose and grant funds cannot be used for the salary, benefits, or any other compensation of an elected official.

C. Grant funds may not be used to employ, in any capacity, a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist. Additionally, grant funds cannot be used to pay membership dues to an organization that partially or wholly pays the salary of a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist.

D. As applicable, Grantee will comply with 31 USC § 1352, relating to the limitation on use of appropriated funds to influence certain Federal contracting and financial transactions.

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ARTICLE X. INDEMNITY

10.1 General Indemnity

A. GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT AGREEMENT.

B. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OF OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.

C. For the avoidance of doubt, System Agency shall not indemnify Grantee or any other entity under the Grant Agreement.

10.2 Intellectual Property

GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE SYSTEM AGENCY AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM:

i. THE PERFORMANCE OR ACTIONS OF GRANTEE PURSUANT TO THIS GRANT AGREEMENT;

ii. ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR

iii. SYSTEM AGENCY'S AND/OR GRANTEE'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO SYSTEM AGENCY BY GRANTEE OR OTHERWISE TO WHICH SYSTEM AGENCY HAS ACCESS AS A RESULT OF GRANTEE'S PERFORMANCE UNDER THE GRANT AGREEMENT.

10.3 Additional Indemnity Provisions

A. GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY INDEMNITY CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES.

B. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE

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OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL.

C. GRANTEE SHALL REIMBURSE SYSTEM AGENCY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE SYSTEM AGENCY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF GRANTEE OR IF SYSTEM AGENCY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, SYSTEM AGENCY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND GRANTEE SHALL PAY ALL REASONABLE COSTS OF SYSTEM AGENCY'S COUNSEL.

ARTICLE XI. GENERAL PROVISIONS

11.1 AMENDMENTS

Except as otherwise expressly provided, the Grant Agreement may only be amended by a written Amendment executed by both Parties.

11.2 NO QUANTITY GUARANTEES

The System Agency makes no guarantee of volume or usage of work under this Grant Agreement. All work requested may be on an irregular and as needed basis throughout the Grant Agreement term.

11.3 CHILD ABUSE REPORTING REQUIREMENTS

A. Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.

B. Grantee shall develop, implement and enforce a written policy that includes at a minimum the System Agency's Child Abuse Screening, Documenting, and Reporting Policy for Grantees/Providers and train all staff on reporting requirements.

C. Grantee shall use the Texas Abuse Hotline Website located at https://www.txabusehotline.org/Login/Default.aspx as required by the System Agency. Grantee shall retain reporting documentation on site and make it available for inspection by the System Agency.

11.4 CERTIFICATION OF MEETING OR EXCEEDING TOBACCO-FREE WORKPLACE POLICY MINIMUM STANDARDS

A. Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:

i. Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;

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ii. Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Grant Agreement are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;
iii. Applying to all employees and visitors in this designated area; and
iv. Providing for or referring its employees to tobacco use cessation services.

B. If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

11.5 INSURANCE AND BONDS

Unless otherwise specified in this Contract, Grantee shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage. In addition, if required by System Agency, Grantee must obtain and have on file a blanket fidelity bond that indemnifies System Agency against the loss or theft of any grant funds, including applicable matching funds. The fidelity bond must cover the entirety of the grant term and any subsequent renewals. The failure of Grantee to comply with these requirements may subject Grantee to remedial or corrective actions detailed in section 10.1, General Indemnity, above.

These and all other insurance requirements under the Grant apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

11.6 LIMITATION ON AUTHORITY

A. Grantee shall not have any authority to act for or on behalf of the System Agency or the State of Texas except as expressly provided for in the Grant Agreement; no other authority, power, or use is granted or implied. Grantee may not incur any debt, obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.
B. Grantee may not rely upon implied authority and is not granted authority under the Grant Agreement to:
i. Make public policy on behalf of the System Agency;
ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a System Agency program; or
iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas

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Legislature on behalf of the System Agency regarding System Agency programs or the Grant Agreement. However, upon System Agency request and with reasonable notice from System Agency to the Grantee, the Grantee shall assist the System Agency in communications and negotiations regarding the Work under the Grant Agreement with state and federal governments.

11.7 CHANGE IN LAWS AND COMPLIANCE WITH LAWS

Grantee shall comply with all laws, regulations, requirements and guidelines applicable to a Grantee providing services and products required by the Grant Agreement to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the Grant Agreement. Notwithstanding Section 11.1, Amendments, above, System Agency reserves the right, in its sole discretion, to unilaterally amend the Grant Agreement to incorporate any modifications necessary for System Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

11.8 SUBCONTRACTORS

Grantee may not subcontract any or all of the Work and/or obligations under the Grant Agreement without prior written approval of the System Agency. Subcontracts, if any, entered into by the Grantee shall be in writing and be subject to the requirements of the Grant Agreement. Should Grantee subcontract any of the services required in the Grant Agreement, Grantee expressly understands and acknowledges System Agency is in no manner liable to any subcontractor(s) of Grantee. In no event shall this provision relieve Grantee of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Grant Agreement.

11.9 PERMITTING AND LICENSURE

At Grantee's sole expense, Grantee shall procure and maintain for the duration of this Grant Agreement any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Grant Agreement. Grantee shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Grant Agreement.

11.10 INDEPENDENT CONTRACTOR

Grantee and Grantee's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Grant Agreement. Neither Grantee nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. The Grantee is not a "governmental body" solely by virtue of this Grant Agreement or receipt of grant funds under this Grant Agreement. Grantee shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Grant Agreement shall not create any joint venture, partnership, agency, or employment relationship between Grantee and System Agency.

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11.11 GOVERNING LAW AND VENUE

The Grant Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Grant Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

11.12 SEVERABILITY

If any provision contained in this Grant Agreement is held to be unenforceable by a court of law or equity, such construction will not affect the legality, validity, or enforceability of any other provision or provisions of this Grant Agreement. It is the intent and agreement of the Parties this Grant Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Grant Agreement will continue in full force and effect.

11.13 SURVIVABILITY

Expiration or termination of the Grant Agreement for any reason does not release Grantee from any liability or obligation set forth in the Grant Agreement that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Grant Agreement, including without limitation the provisions regarding return of grant funds, audit requirements, records retention, public information, warranty, indemnification, confidentiality, and rights and remedies upon termination.

11.14 FORCE MAJEURE

Neither Grantee nor System Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Grant Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

11.15 NO IMPLIED WAIVER OF PROVISIONS

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Grantee which is in violation or breach of the terms of the Grant Agreement shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

11.16 FUNDING DISCLAIMERS AND LABELING

A. Grantee shall not use System Agency's name or refer to System Agency directly or indirectly in any media appearance, public service announcement, or disclosure relating to this Grant Agreement including any promotional material without first obtaining

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written consent from System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Grantee's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Grantee. This does not limit the Grantee's responsibility to comply with obligations related to the Texas Public Information Act or Texas Open Meetings Act.

B. In general, no publication (including websites, reports, projects, etc.) may convey System Agency's recognition or endorsement of the Grantee's project without prior written approval from System Agency. Publications funded in part or wholly by HHS grant funding must include a statement that "HHS and neither any of its components operate, control, are responsible for, or necessarily endorse, this publication (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)" at HHS's request.

11.17 MEDIA RELEASES

A. Grantee shall not use System Agency's name, logo, or other likeness in any press release, marketing material or other announcement without System Agency's prior written approval. System Agency does not endorse any vendor, commodity, or service. Grantee is not authorized to make or participate in any media releases or public announcements pertaining to this Grant Agreement or the Services to which they relate without System Agency's prior written consent, and then only in accordance with explicit written instruction from System Agency.

B. Grantee may publish, at its sole expense, results of Grantee performance under the Grant Agreement with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

11.18 PROHIBITION ON NON-COMPETE RESTRICTIONS

Grantee shall not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements, that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

11.19 SOVEREIGN IMMUNITY

Nothing in the Grant Agreement will be construed as a waiver of the System Agency's or the State's sovereign immunity. This Grant Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Grant Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Grant Agreement or by its conduct prior to or subsequent to entering into the Grant Agreement.

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11.20 ENTIRE CONTRACT AND MODIFICATION

The Grant Agreement constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Grant Agreement will be harmonized with this Grant Agreement to the extent possible.

11.21 COUNTERPARTS

This Grant Agreement may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Grant Agreement.

11.22 PROPER AUTHORITY

Each Party represents and warrants that the person executing this Grant Agreement on its behalf has full power and authority to enter into this Grant Agreement.

11.23 E-VERIFY PROGRAM

Grantee certifies that it utilizes and will continue to utilize the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

A. all persons employed to perform duties within Texas during the term of the Grant Agreement; and
B. all persons, (including subcontractors) assigned by the Grantee to perform work pursuant to the Grant Agreement within the United States of America.

11.24 CIVIL RIGHTS

A. Grantee agrees to comply with state and federal anti-discrimination laws, including:
   i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
   ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
   iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
   iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
   v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
   vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
   vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Grant Agreement.
B. Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
C. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take

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reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

D. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: https://hhs.texas.gov/about-hhs/your-rights/civil-rights-office/civil-rights-posters.

E. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

F. Upon request, Grantee shall provide HHSC's Civil Rights Office with copies of the Grantee's civil rights policies and procedures.

G. Grantee must notify HHSC's Civil Rights Office of any complaints of discrimination received relating to its performance under this Grant Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail CodeW206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
Fax: (512) 438-5885
Email: HHSCivilRightsOffice@hhsc.state.tx.us.

11.25 Enterprise Information Management Standards

Grantee shall conform to HHS standards for data management as described by the policies of the HHS Chief Data and Analytics Officer. These include, but are not limited to, standards for documentation and communication of data models, metadata, and other data definition methods that are required by HHS for ongoing data governance, strategic portfolio analysis, interoperability planning, and valuation of HHS System data assets.

11.26 Disclosure of Litigation

A. The Grantee must disclose in writing to the contract manager assigned to this Grant Agreement any material civil or criminal litigation or indictment either threatened or pending involving the Grantee. "Threatened litigation" as used herein shall include governmental investigations and civil investigative demands. "Litigation" as used herein shall include administrative enforcement actions brought by governmental agencies. The Grantee must also disclose any material litigation threatened or pending involving Subcontractors, consultants, and/or lobbyists. For purposes of this section, "material" refers, but is not limited, to any action or pending action that a reasonable person knowledgeable in the applicable industry would consider relevant to the Work under the Grant Agreement or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the Work, together with

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any litigation threatened or pending that may result in a substantial change in the Grantee's financial condition.

B. This is a continuing disclosure requirement; any litigation commencing after Grant Agreement Award must be disclosed in a written statement to the assigned contract manager within seven calendar days of its occurrence.

11.27 NO THIRD PARTY BENEFICIARIES

The Grant Agreement is made solely and specifically among and for the benefit of the Parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Grant Agreement as a third-party beneficiary or otherwise.

11.28 BINDING EFFECT

The Grant Agreement shall inure to the benefit of, be binding upon, and be enforceable against each Party and their respective permitted successors, assigns, transferees, and delegates.

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Attachment F.6
Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. ***If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why*.**

Legal Name of Contractor: City of Laredo Health Department	**FFATA Contact # 1 Name, Email and Phone Number:** Richard A. Chamberlain rchamberla@ci.laredo.tx.us (956) 795-4918
Primary Address of Contractor: 2600 Cedar Avenue Laredo, Texas 78040	**FFATA Contact #2 Name, Email and Phone Number:** Jose F. Castillo jcastillo@ci.laredo.tx.us (956) 791-7428
ZIP Code: 9-digits Required www.usps.com 78040-4040 [ ][ ][ ][ ][ ]-[ ][ ][ ][ ]	**DUNS Number: 9-digits Required www.sam.gov** 618150460 [ ][ ][ ][ ][ ][ ][ ][ ][ ]
State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits 174460015732021 [ ][ ][ ][ ][ ][ ][ ][ ][ ][ ][ ][ ][ ]	

Printed Name of Authorized Representative Richard A. Chamberlain	**Signature of Authorized Representative** DocuSigned by: Richard A. Chamberlain 560DE9B5AD914CA...
Title of Authorized Representative Health Director	**Date** March 22, 2022

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Attachment F.6
Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Did your organization have a gross income, from all sources, of less than $300,000 in your previous tax year? ☐ Yes ☒ No

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.
If your answer is "No", answer questions "A" and "B".

A. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? ☐ Yes ☒ No

B. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year? ☒ Yes ☐ No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? ☒ Yes ☐ No

If your answer is "Yes" to this question, where can this information be accessed?

City of Laredo - City Hall

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

For example:

John Blum:500000;Mary Redd:50000;Eric Gant:400000;Todd Platt:300000; Sally Tom:300000

Provide compensation information here: N/A

N/A

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Attachment G
Individual Work Plan

Public Health Emergency Preparedness
Work Plan and Vulnerable Populations Plan Template
Budget Period (BP) 4- FY23
Term: 7/1/2022 – 6/30/2023

Due: January 25, 2022

Jurisdiction: City of Laredo Health Department

Report Completed by: Amelia Solis

Email: asolis1@ci.laredo.tx.us

Phone: 956-712-6016

Instructions: This template should be used to outline the work plan for Budget Period (BP) 4 – FY23 and provide a general summary of planned activities. Jurisdiction should:

- Select three (3) or more capabilities to work on in BP4– FY23.
- Develop the work plan by identifying jurisdictional needs within a capability, assessing current resources, and developing a plan to address identified gaps. Work Plan tasks and activities may be linked to the ongoing COVID-19 response.
- **Carrying capabilities forward from previous budget periods:** Capabilities for BP4– FY23 may be the same as prior year selections. If the jurisdiction intends to carry work forward from BP3 – FY22 to BP4 – FY23, please mark this on page 3.
- **Changing capabilities:** Capabilities can be changed during the budget period. If there is a change to capabilities, please email a notification to the **PHEP email inbox** (PHEP@dshs.texas.gov).
- **Medical Countermeasures:** If Capabilities 8 and/or 9 (medical countermeasures) are selected, jurisdictions must select at least one (1) additional capability.
- Complete the **Vulnerable Populations Planning Module**.

Please email the completed jurisdictional work plan to the **PHEP email inbox** (PHEP@dshs.texas.gov) by **January 25, 2022**.

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Work Plan Executive Summary:

Please provide a very brief overview of the jurisdiction's goals for BP4 – FY23.

The EPI/PHEP team is dedicated to providing the community with up-to-date communicable disease information to prevent the spread of disease. Our goals are to educate on protective measures and to provide free and affordable services to the community including vulnerable populations when possible.

Our team will continue to work with healthcare facilities and other organizations to identify needs and to better serve various vulnerable populations. We hope to resume Infection Control meetings to keep these organizations informed on current disease topics. We will continue to monitor and investigate diseases in our jurisdiction.

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Capabilities

FY22: Please mark the capabilities that were addressed during BP3– FY22 in the column labeled *FY22*.

FY23: Please mark three (3) capabilities that will be addressed during BP4 – FY23 in the column labeled *FY23*.

COVID-19 Carryover: Please mark if capabilities that will be carried over to FY23 due to COVD-19 response activities in the column labeled *COVID-19 Carryover*.

CAPABILITY	FY22	FY23	COVID-19 Carryover
Community Preparedness	☐	☐	☐
Community Recovery	☐	☐	☐
Emergency Operations Coordination	☐	☐	☐
Emergency Public Information and Warning	☐	☐	☐
Fatality Management	☐	☐	☐
Information Sharing	✓	☐	☐
Mass Care	✓ ☐	✓ ☐	✓ ☐
Medical Countermeasures Dispensing and Administration	✓ ☐	✓ ☐	✓ ☐
Medical Materiel Management and Distribution	☐	☐	☐
Medical Surge	☐	☐	☐
Nonpharmaceutical Intervention	☐	☐	☐
Public Health Laboratory Testing	☐	✓ ☐	☐
Public Health Surveillance and Epidemiological Investigation	✓ ☐	✓ ☐	✓ ☐
Responder Safety and Health	☐	☐	☐
Volunteer Management	☐	☐	☐

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Capability

☐ Capability 1: Community Preparedness
☐ Capability 2: Community Recovery
☐ Capability 3: Emergency Operations Coordination
☐ Capability 4: Emergency Public Information and Warning
☐ Capability 5: Fatality Management
☐ Capability 6: Information Sharing
✓ ☐ Capability 7: Mass Care
☐ Capability 8: Medical Countermeasure Dispensing and Administration
☐ Capability 9: Medical Materiel Management and Distribution
☐ Capability 10: Medical Surge
☐ Capability 11: Nonpharmaceutical Interventions
☐ Capability 12: Public Health Laboratory Testing
☐ Capability 13: Public Health Surveillance and Epidemiological Investigation
☐ Capability 14: Responder Safety and Health
☐ Capability 15: Volunteer Management

Assessment of current relevant resources:	*City of Laredo Health Department has incorporated a COVID-19 Testing Booth available to the public for RT-PCR testing free of charge with 24 hours respond time. The EPI/PHEP team has teamed up with non-governmental organizations (NGOs) to provide public health expertise and guidance regarding the recent surge of refugee, immigrant and migrant (RIM) populations in our community.*
Identified needs/gaps:	*The Epidemiology/PHEP team is limited in overall resources, including but not limited to trainings, equipment and personnel to activate and manage a mass care shelter 24/7 and RIM surveillance.*
Objective(s):	*Function 1: Determine public health role in mass care operations. Function 4: Monitor mass care population health.*
Outcome(s):	*Have a specialized and prepared team to activate during a mass care event.*
Output(s):	*To improve communication and management between stakeholders, agencies, hospitals, clinics and the community, in order to provide a better picture of a mass care event and provide the optimum care to the affected population.*

Supporting Activities

Activity Description	Lead Assigned Personnel	Contributing Partners (if any)	Consultant (if any)	Estimated Date of Completion
Weekly Stakeholders Meeting to Coordinate Response for RIM	Amelia Solis (Epi Administrator)	*Participating Agencies*	*Fire Chief Guillermo Heard*	*Continuous*
Biweekly Hospital COVID-19 Meetings	PHEP Team Collaboration	*Doctors Hospital of*		*Continuous*

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		Laredo, Laredo Medical Center and Laredo Specialty Hospital		
Operation Lone Star	PHEP Team Collaboration	*CLHD, Laredo & United Independent School Districts, Texas State Guard, Remote Area Medical, National Guard, Texas A&M University and Participating Agencies*	*DSHS*	*Yearly*
FEMA and Texas Department of Emergency Management Trainings	PHEP Team Collaboration	*CLHD, FEMA, TDEM*		*As needed*

Capability	
☐ Capability 1: Community Preparedness ☐ Capability 2: Community Recovery ☐ Capability 3: Emergency Operations Coordination ☐ Capability 4: Emergency Public Information and Warning ☐ Capability 5: Fatality Management ☐ Capability 6: Information Sharing ☐ Capability 7: Mass Care ✓ ☐ Capability 8: Medical Countermeasure Dispensing and Administration ☐ Capability 9: Medical Materiel Management and Distribution ☐ Capability 10: Medical Surge ☐ Capability 11: Nonpharmaceutical Interventions ☐ Capability 12: Public Health Laboratory Testing ☐ Capability 13: Public Health Surveillance and Epidemiological Investigation ☐ Capability 14: Responder Safety and Health ☐ Capability 15: Volunteer Management	
Assessment of current relevant	*The EPI/PHEP team assists in COVID-19 immunization clinics and partners with DSHS, National Guard, and Curative Inc. to provide*

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resources:	*thousands of COVID-19 vaccines to the community.*
Identified needs/gaps:	*The Epidemiology/PHEP team is limited in overall personnel and depends on the collaboration of department employees, volunteers and agency collaborations.*
Objective(s):	*Function 2: Receive medical countermeasure to be dispensed/administered.* *Function 3: Activate medical countermeasure dispensing/administration operations*
Outcome(s):	*Provide medical countermeasure dispensing and administration with proper prevention, mitigation, and treatment tactics.*
Output(s):	*Awareness, knowledge, and ability to implement medical countermeasure dispensing and administration protocols during a public health incident.*

Supporting Activities

Activity Description	Lead Assigned Personnel	Contributing Partners (if any)	Consultant (if any)	Estimated Date of Completion
COVID-19 RT-PCR Testing Booth	PHEP Team Collaboration	*CLHD*		*Continuous*
COVID-19 Mass Vaccination Clinics	PHEP Team Collaboration	*CLHD, Laredo Fire Dept., Laredo Police Dept., National Guard, DSHS, Curative Inc. and partnering volunteer agencies.*		*Continuous*
Operation Lone Star	PHEP Team Collaboration	*CLHD, Laredo & United Independent School Districts, Texas State Guard, Remote Area Medical, National Guard, Texas A&M University*	*DSHS*	*Yearly*

		and Participating Agencies		

Capability	
☐ Capability 1: Community Preparedness ☐ Capability 2: Community Recovery ☐ Capability 3: Emergency Operations Coordination ☐ Capability 4: Emergency Public Information and Warning ☐ Capability 5: Fatality Management ☐ Capability 6: Information Sharing ☐ Capability 7: Mass Care ☐ Capability 8: Medical Countermeasure Dispensing and Administration ☐ Capability 9: Medical Materiel Management and Distribution ☐ Capability 10: Medical Surge Capability 11: Nonpharmaceutical Interventions ☐ Capability 12: Public Health Laboratory Testing ✓ ☐ Capability 13: Public Health Surveillance and Epidemiological Investigation ☐ Capability 14: Responder Safety and Health ☐ Capability 15: Volunteer Management	
Assessment of current relevant resources:	*The EPI/PHEP team continues to monitor communicable disease activity on a daily basis. Current surveillance efforts include: passive surveillance through NEDSS reporting and fax. Epidemiological investigations are conducted and submitted for review.*
Identified needs/gaps:	*Timely reporting from healthcare facilities, laboratories, or any other reporting party/agency.* *Many clinics depend on laboratories to report and do not directly report to the Health Department.*
Objective(s):	*Function 1: Conduct or support public health surveillance.* *Function 4: Improve public health surveillance and epidemiological investigation systems.*
Outcome(s):	*Surveillance efforts will be improved and streamlined. Increased surveillance of facilities, shelters, and sentinel sites will allow the prevention of adverse public health events.* *Education will be provided to medical providers and clinic staff to improve reporting.*
Output(s):	Improve reporting

Supporting Activities

Activity Description	Lead Assigned Personnel	Contributing Partners	Consultant (if any)	Estimated Date of

		(if any)		Completion
Influenza Surveillance/Testing	PHEP Team Collaboration	*Sentinel Sites*		*Continuous*
Correctional Facilities Surveillance	Sara L. Hernandez / Vacant (Epidemiology Supervisor/ Epidemiologist)			*Continuous*
Epidemiological Investigations	PHEP Team			*Continuous*
COVID-19 Surveillance/Testing	PHEP Team			*Continuous*
Homeless Population Surveillance	PHEP Team			*Continuous*

Capability	
☐ Capability 1: Community Preparedness ☐ Capability 2: Community Recovery ☐ Capability 3: Emergency Operations Coordination ☐ Capability 4: Emergency Public Information and Warning ☐ Capability 5: Fatality Management ☐ Capability 6: Information Sharing ☐ Capability 7: Mass Care ☐ Capability 8: Medical Countermeasure Dispensing and Administration ☐ Capability 9: Medical Materiel Management and Distribution ☐ Capability 10: Medical Surge ☐ Capability 11: Nonpharmaceutical Interventions ✓ ☐ Capability 12: Public Health Laboratory Testing ☐ Capability 13: Public Health Surveillance and Epidemiological Investigation ☐ Capability 14: Responder Safety and Health ☐ Capability 15: Volunteer Management	
Assessment of current relevant resources:	*The City of Laredo Health Department currently has a BSL-2 and BSL-3 laboratory capabilities. We conduct infectious disease testing in the BSL-3 laboratory.* *A sequencer instrument has recently been purchased and will be utilized to identify specific genetic sequences in both viruses and bacteria.*
Identified needs/gaps:	*The City of Laredo Health Department Laboratory serves as the main laboratory for the community's underinsured and non-insured population. The lack of sufficient personnel and electronic information exchange prevents timely detection and reporting.*
Objective(s):	*Function 1: Conduct laboratory testing and report results.* *Function 2: Enhance laboratory communications and coordination.*

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Outcome(s):	If adequate staff, supplies, and a better electronic reporting system are made available, the community will benefit from timely reporting and will enhance our epidemiological surveillance.
Output(s):	Improve reporting.

Supporting Activities

Activity Description	Lead Assigned Personnel	Contributing Partners (if any)	Consultant (if any)	Estimated Date of Completion
EPI/PHEP laboratory surveillance	Sara Lyssie Hernandez (Epidemiology Supervisor)	*Raul Soto (Chief of Laboratory)*		*Continuous*

2022-R-122

RATIFYING THE EXECUTION OF A CONTRACT AMENDMENT FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES IN THE AMOUNT OF $341,737.00, WITH A 10% IN-KIND MATCH OF $34,173.00, FOR THE CONTINUATION OF THE CITY OF LAREDO HEALTH DEPARTMENT PUBLIC HEALTH EMERGENCY PREPAREDNESS AND RESPONSE SERVICES FOR DISEASE CONTROL AND EMERGENCY MANAGEMENT FOR THE TERM PERIOD FROM JULY 1, 2022, THROUGH JUNE 30, 2023.

WHEREAS, The Texas Department of State Health Services continues to contract with the City of Laredo to provide public health services to residents of Laredo and Webb County through the City of Laredo Health Department. State Health Services will continue to partner with the Health Department to provide enhanced local public health infrastructures to address critical public health threats, disease control and prevention, public health emergency preparedness and response to all hazards threats, public health emergencies, and disasters through surveillance, detection, disease investigation, epidemiology, training, conducting simulations and providing laboratory support for testing and confirmation through the bio-safety laboratory level III in Laredo and surrounding counties.

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

Section 1: Authorizing the Interim City Manager to ratify the execution of a contract amendment from the Texas Department of State Health Services in the amount of $341,737.00, with a 10% in-kind match of $34,173.00, for the continuation of the City of Laredo Health Department Public Health Emergency Preparedness and Response Services for disease control and emergency management for the term period from July 1, 2022, through June 30, 2023.

Section 2: The revenue account 226-0000-323-4089 and the expenditure division 226-6010 with Project Number HEBT15. .

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2022.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:
DAVID H. ARREDONDO
ASSISTANT CITY ATTORNEY

_____
DAVID H. ARREDONDO
ASSISTANT CITY ATTORNEY

City Council-Regular
Meeting Date: 07/18/2022
Initiated By: Rosario Cabello, Deputy City Manager
Staff Source: Richard A. Chamberlain, Health Director

SUBJECT

Healthy and Safe

Authorizing the Interim City Manager to enter into a continuation Lease Agreement with Laredo Texas Hospital Company, L.P. d/b/a Laredo Medical Center in the amount of $4,582.73 per month for a total amount of $54,992.76 for the term period of August 1, 2022, through July 31, 2023. The City of Laredo Health Department, Woman, Infant and Children Program will continue to operate on the property located at 1710 East Saunders Street in Laredo, Texas 78041, contingent to funding availability. Funds are available in the Health Department - WIC Program Grant.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On April 17, 2017, Council approved motion to accept the lease agreement.

BACKGROUND

The Women, Infants and Children and Health Promotion Programs of the City of Laredo Health Department currently operate and provide services from eight (8) sites located throughout Webb County and provide an array of services including eligibility, certification, nutrition education, counseling, immunizations, food supplement voucher distribution, and numerous other health promotion services. The City of Laredo agrees to pay $4,582.73 per month for a total amount of $54,992.76. The office is an estimated 2,594 square feet with an estimated $21.20 per square feet. This agreement may be terminated by either party upon receipt of ninety (90) days prior written notice or the end of the term of this agreement.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that Council approves this Motion.

Fiscal Impact

Fiscal Year:	2022
Bugeted Y/N?:	Y
Source of Funds:	HEALTH - WIC PROGRAM
Account #:	226-6008-543-3710
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Funds are available in account number 226-6008-543-3710.

City Council-Regular
Meeting Date: 07/18/2022
Initiated By: Samuel K. Selman, Interim City Manager
Staff Source: Ana L Rodriguez, Municipal Court Clerk

SUBJECT

Excellent and Connected

Consideration to authorize a purchase contract with Insight Public Sector, through DIR Contract No. TSO-4343, in the amount of $85,267.55 for the installation of CAT6A cable, telecommunication cabinetry and hardware needed for the connectivity of computers and electronic equipment at the Laredo Municipal Court. Funding is available in the FY21-22 General Fund - Laredo Municipal Court.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

The courts current infrastructure is the original cabling installed when the building was built in 2003. Over the last several years, Laredo Municipal Court has transitioned its case management software to a hosted environment with Tyler Technologies, Inc. The court also provides a multitude of different internet-based services to the community such as virtual courts, off-site courts, online services including payments, electronic pleas, document upload, delivery of electronic documents, email notices, etc. In order to maintain a stable and reliable connection, the cable infrastructure must be upgraded to the latest available CAT6A cable which will allow another 20 Years of telecommunication wiring warranty and service.

Project will include 175 data drops, cabinetry and hardware for telecommunication equipment.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

It is recommended that this purchase contract is approved.

Fiscal Impact

Fiscal Year:	2022
Bugeted Y/N?:	Y
Source of Funds:	M Court Operations Fund
Account #:	101-1400-515-9301
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:

Funding for this purchase is available in the General Fund - Municipal Court Operation Fund, Account # 101-1400-515-9301.

Attachments

SOW Insight - Cable Upgrade

June 27, 2022

Statement of Work # 34999

Municipal Court Cabling

1. PARTIES

"Insight"
Insight Public Sector, Inc.
13755 Sunrise Valley Drive, Suite 750
Herndon, VA 20171
Attn: Michael Mitchell

"Customer"
City of Laredo
5816 Daugherty
Laredo, TX 78042
Attn: Mario Ruiz

2. ENTIRE AGREEMENT

This Statement of Work ("SOW") is effective as of the date last signed below ("SOW Effective Date") and subject to the Contract for Data Storage, Data Communication & Networking Equipment and Related Services, DIR Contract No. DIR-TSO-4343 dated January 8, 2019 (the "Agreement") between Insight Public Sector and State of Texas Department of Information Resources ("DIR").

This SOW, including the Agreement and all documents either attached or incorporated by reference, forms the entire agreement with respect to the subject matter in this SOW. If there is a conflict between this SOW and the Agreement, the Agreement will control with respect to the subject matter thereof, unless expressly amended in this SOW. Electronic signatures on this SOW (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

Terms not defined in this SOW have the meaning attributed to them in the Agreement unless otherwise specified in this SOW. "Affiliate" means, with respect to a party, an entity that controls, is controlled by, or is under common control with such party. Any general description of the services or results thereof contained in any summary or related information accompanying this SOW, is for informational purposes only and does not constitute part of the agreement between the parties or, modify any agreement or SOW between the parties.

3. SCOPE OF SERVICES

Insight is pleased to perform the following services ("Services") under the terms and conditions of this SOW.

3.1. Service Description

The following is a high-level description of the Services Insight will provide:

- Install CAT6A cable and Cabinets at Municipal Court

3.1.1. Scope and Approach

Insight will perform the following Services:

Municipal Court Cabling

- Install of 175 CAT6A Bertek cabling 4G2404/6-6-10G-BT
- Install 175 CAT6a RJ45 Leviton 6AUJK-RL6
- Install 1 CAT6a 24 port patch panel
- Install 6 CAT6A Patch Panels Leviton 6910G-U48
- Install 7 horizontal wire managers 491RU-HFO
- Install 175 1' CAT6a Patch Cables Leviton 6D460-01W
- Provide 175 10' CAT6a Patch Cables 6D460-10W

- Terminate 175 new CAT6a drops at WAO
- Terminate 175 CAT6a drops at New MDF
- Install J hooks as needed
- Remove old cable
- Test and label cable
- Install 3 Triplite Cabinets SR42UBDP
- Install 3 Triplite Fans SRFAN3U
- Install 6 wire managers SRCABLEDUCT2UHD
- Install J hooks as needed above ceiling
- Install ladder rack to expand MDF
- Install bonding and grounding as needed
- Provide lift as needed

3.1.2. Location

Performance of the Services will be onsite.

- 4610 Maher Avenue, Laredo, TX 78041

3.2. Project Management

Insight will provide the following project management and technical direction:

Project Manager

- Serve as the primary point of contact on all project issues, needs, and concerns
- Provide team leadership and guidance
- Provide resource management
- Facilitate kickoff meeting to review scope and project expectations, discuss IT infrastructure design, assess Customer readiness (hardware, software, infrastructure pre-requisites, etc.), discover any possible problems/risks, formulate an appropriate work breakdown structure for primary project tasks, and create project timeline/schedule (including potential downtimes and maintenance windows)
- In conjunction with Customer, measure and communicate weekly progress against mutually agreed-upon milestones
- Maintain a project log proactively to identify and communicate key decisions made, action items to be completed, risks/issues that may impact scope, schedule, and lessons learned; and mitigate and/or escalate any critical risks or issues under Insight's control, as needed
- Manage Customer expectations and satisfaction throughout the life of the project
- Schedule and coordinate the necessary resources to support the project
- Schedule and conduct project team update/status meetings
- Prepare written status reports for Customer at mutually agreed-upon intervals
- Monitor, manage, and communicate changes to the project's scope, budget, schedule, and resources; complete Change Request (CR) documentation as required; and obtain signed CRs for mutually agreed upon changes
- Facilitate closeout meeting, as needed
- If applicable, perform the following activities related to organizational change management ("OCM") outlined in Insight's Best Practices Guide for OCM for the Services in this SOW:

- Identify Customer contacts for activities related to stakeholder engagement, communications, training, online resources/intranet, support
- Track the following decisions and deliverables as part of the project plan:
  - Plans for stakeholder engagement, communications, content planning, training and adoption
  - T-minus schedules for stakeholder engagement, communications and training
  - Technical dependencies related to OCM activities

3.3. Deliverables

Insight will provide the following Deliverables:

Overall Project

- As-built documentation
- Hard and soft copy test results for cables installed as part of this scope of work
- Documentation binder

Project Management

Project Manager

- Communications/escalation contact list
- Weekly status reports on the progress of the project

3.4. Insight Responsibilities

Insight is responsible for the following:

1. Insight will perform the Services using the cabling best practices listed in the Attachments.
2. Unless requested by Customer, the assigned cabling project manager will not be staffed fulltime at Customer site; however, he or she is responsible for the overall progress and satisfaction of the project and should be Customer's primary point of contact for all project issues, needs or concerns.
3. Insight will provide the applicable and necessary labor, supervision, maintenance, consultation, and/or materials to perform the Services and provide the Deliverables described in this SOW. For purposes of this SOW, "Deliverables" means any materials produced in the course of performing Services listed or specifically required to be delivered to Customer under this SOW.

3.5. Customer Responsibilities

The estimated duration and associated fees presented in this SOW are based on the following Customer Responsibilities. Should any element(s) of these be lacking during execution of Services, additional time, associated fees, and expenses may be required.

Customer is responsible for the following:

1. Customer will provide approval for cable termination locations prior to Insight starting work.
2. Customer will be responsible for disposal or recycling of the cardboard, pallet, and other waste from the shipments and installation. Insight technicians will move such waste to a Customer-defined location on the premises.
3. Customer will provide a project contact with decision-making authority to support the scope of services described in this SOW and ensure the proper personnel are scheduled to review each completed Service or Deliverable upon notification of completion by Insight.

4. If applicable, Customer will provide site contacts for each Customer location. Each such contact will provide Insight with sufficient detail regarding his/her site, and will coordinate or perform required onsite work, as reasonably requested by Insight and Customer IT, for the duration of the project.
5. Customer will provide Insight the necessary access to internal experts, location(s), critical systems, applications, workspace, and equipment (telephones, LAN connectivity, printer access, passwords, keys, etc., as applicable) required at each field location to complete the project. Access to Customer systems will be provided to Insight via either onsite direct access or remote/VPN access. If Customer does not allow remote/VPN access to Customer systems and remote work is necessary, then Customer will make local resources available to be utilized by Insight to accommodate for this lack of access. If Customer cannot provide access or local resources, then additional project duration, labor hours, travel expenses, and other costs may be incurred and due to Insight by Customer.
6. Customer will provide the necessary hardware, software, tools, and permits required for the successful completion of the project prior to Insight's arrival. Further, Customer is responsible for all licensing requirements to be compliant per their own agreements.
7. Customer is responsible for all product and material, including distribution and transport of Customer-owned product and material, unless otherwise specified in writing. Product and material are defined as any items purchased, owned and/or provided by Customer (or others) that Insight is required to use for fulfillment of any Services described herein.
8. Customer is responsible for providing adequate and secure onsite storage for all Customer-owned product and material unless otherwise specified in writing.
9. If applicable, Customer will be responsible for: (a) back-up and/or data migration of existing data unless otherwise agreed to by Insight; (b) computer system and network designs; and (c) component selection as it relates to the performance of the computer system and/or the network.
10. Customer is responsible for maintaining physical, electronic, and procedural controls to ensure the confidentiality, integrity, and availability of Customer's information on all applicable Customer computing systems used to store or transmit Customer's information, in accordance with current applicable industry standards and best practices.
11. Customer is responsible for managing and maintaining: (a) reasonable firewalls and, if appropriate, encryption; (b) regular back-ups of Customer's information; and (c) least-privileged-based access controls (including provisioning, de-provisioning, authentication, authorization, and accountability controls).
12. Customer and its employees, contractors, and agents will: (a) cooperate with any reasonable request of Insight, (b) provide input throughout the project and will review progress at review meetings requested by Insight; and (c) provide Insight with access to all of Customer's in-formation, documentation and technology, necessary for Insight to perform the Services, including a list of all Customer and third-party contacts necessary for Insight to do so. Such cooperation, input, access, and license are critical to this project, and Customer's representation at all review meetings is essential. If applicable, Insight is hereby granted and shall have a nonexclusive, royalty-free license, during the term of the Services, to access and use the Customer Technology solely for the purposes of delivering the Services to Customer. "Customer Technology" shall mean any intellectual property owned by Customer that will be used by Insight in performing the Services under this SOW.
13. If applicable, Customer is responsible for performance of the following OCM-related tasks:
    a. Stakeholder Engagement, including but not limited to:
        i Stakeholder analysis, use case development, and/or persona/user segmentation activities
        ii Stakeholder engagement plan including scheduling of any activities
    b. Communications, including but not limited to:
        i Creation of a communications plan, including content plans for email, online resources and any other communications channels

ii Execution/creation of any content outlined in the communications plan

iii Communications t-minus schedule

c. Training, including but not limited to:

i Training plan and schedule

ii Training content planning, creation and/or execution

d. Adoption, including but not limited to:

i Creation or execution of a governance plan

ii Creation or execution of a post-project end-user adoption plan

14. Customer agrees to hold information designated in writing as confidential or proprietary by Insight in strictest confidence and not to copy, reproduce, sell, assign, license, market, transfer, or otherwise disclose such information to third parties or to use such information for any purpose whatsoever, except to perform the Customer's obligations hereunder and except as otherwise permitted by this SOW or applicable Texas law. Nothing herein transfers to Customer any title to or ownership rights in any such information; and, upon written request of Insight, Customer shall promptly return or delete any such information which it has in its possession.

3.6. Project-Specific Assumptions

The estimated duration and associated fees presented in this SOW are based on the following assumptions. Should any element(s) of these be lacking during execution of the Services, additional time, associated fees, and expenses may be required.

1. Estimated Duration outlined in this SOW is for Services only, and does not include material delivery lead time.
2. All products are provided by Insight "as is." Insight makes no representation, guarantee, or warranty, express or implied, with respect to any products. Insight will transfer to Customer, to the extent transferable, whatever transferable warranties and indemnities Insight receives from the manufacturer of the Products.
3. Insight will supply marked-up prints with drop locations and a corresponding cable schedule. Insight has reviewed these prints and cable schedule for accuracy. Deviation from these prints or the cable schedule is not acceptable unless prior approval is received from the Insight project manager. If a drop location appears to be unworkable, the Insight project manager should be notified immediately via fax or email.
4. Drop location and drop count are controlled by Insight. Drops may not be relocated without written approval from Insight. If a Customer employee requests a change, he or she must be referred to the Insight project manager.
5. All material supplied by Insight that is unused at the completion of the project must be returned, including scrap wire.
6. All requests for additional material must be submitted via fax or email for a T&M project and via signed CR for a fixed fee project.
7. If applicable, any onsite skills transfer that takes place during this project will not replace the manufacturer's formal system implementation and administration classes.
8. Each party agrees that personnel will not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline a service request if the request falls outside their scope of experience and expertise.
9. The following are considered out-of-scope and are not part of the Services:
    a. Moving/relocation of Customer-owned hardware/active components (unless specifically detailed in Scope and Approach as part of the SOW Services)

b. Cable removal (unless specifically detailed in Scope and Approach as part of the SOW Services)

c. Electrical installation or remediation (unless specifically detailed in Scope and Approach as part of the SOW Services)

d. Union labor (unless specifically detailed in Scope and Approach as part of the SOW Services)

e. Drilling/coring through rooftops

f. Ceiling projectors Wireless Access Points, IP-based cameras/housings or TV mounts

g. Multimedia or A/V cabling

h. Cable basket tray

i. Conduit installation

j. New racks/cabinets to support equipment

k. Lifts

l. Network equipment, access points, or mounting hardware

m. Configuration of equipment

n. Staging and/or freight

o. Permits

p. Relabeling of existing patch cables

q. Data wiping or boxing of old equipment

r. Formal user training

3.7. Change Request Procedure

If either party identifies alterations to the scope of work in this SOW, including Deliverables, hours needed to complete work, milestones and related pricing, it shall be brought to the attention of the other party's management by completing and submitting a Change Request Form. A Change Request Sample is included as an attachment.

Change Request Forms are proper in the following examples as well as other situations identified by the Parties:

- Changes to environment, scope, management, performance of projects (regular and special), milestones, tasks, systems, service levels
- Additional resources, scope, projects, new services, tasks
- Changes to management and control of hardware and software
- Adjustments to baselines, assets, volumes, or other areas where change over time results in the need to adjust pricing
- Additions, deletions, and/or changes to sites where services are provided or the nature of services provided at a site

Each party's respective management will review the Change Request Form to determine whether a modification to the scope is necessary and what effect the implementation of such a change may have on the project. If any such change causes an increase or decrease in the cost or time required for performance of the work, the price and/or delivery schedule shall be equitably adjusted and identified within the Change Request Form. Estimated turnaround time for such determination is 5 days. If both parties mutually agree to implement the change in scope, the Change Request Form will be incorporated into this SOW as an addendum when signed by authorized representatives of both parties.

If Insight believes an operational change is required and Customer does not agree to the change (or the applicable change request), Insight will be relieved of any affected service levels. Any additional resources or costs expended or incurred to address the failure to make the change will be treated as an additional service. Notwithstanding the foregoing, Insight may make changes to the Services, the standards, operation procedures, allocation and quantity of system resources used, and administrative processes that do not have a material adverse effect on the service levels or cause an increase to the fees without the consent of Customer.

Note: When the Agreement expires, no Change Requests for additional services will be accepted.

4. SCHEDULE

4.1. Start Date

The project start date will be mutually determined upon receipt of this signed SOW and, if applicable, a valid Purchase Order (PO). A minimum lead time of 20 business days from receipt of both documents may be required for scheduling purposes.

If Customer causes any delays to the delivery start date, which was agreed upon by both parties in writing (email is acceptable), Customer will incur additional fees based upon such delay, including but not limited to, travel expenses already incurred, if any, and/or other equitable relief as a remedy for such delay. The delays and charges will be defined and communicated through the Change Request process described in this SOW.

Services will be performed over a consecutive timeframe unless otherwise provided herein. If Customer requests or causes a change in the schedule that prohibits Services from being delivered in a consecutive timeline, an additional lead time of 20 business days (from written confirmation to resume Services) may be required, new resources may be assigned, and there may be additional fees.

4.2. Estimated Duration

The Services' duration will be approximately 3 weeks.

5. PRICING/INVOICING

5.1. Fixed Fee

Customer shall pay Insight the fixed fee of **$85,267.55**. The total amount paid to Insight will not exceed the total fixed fee without the prior written approval of Customer. Customer will not reimburse Insight for travel expenses, if any are required.

The fixed fee is based on the following:

Project Description	Price
Municipal Court Cabling	$85,267.55

5.1.1. Invoicing

Insight will invoice Customer monthly for Services performed based upon a percentage complete plus any taxes incurred (if applicable).

Customer will be required to pay each invoice within 30 days from the date that Customer receives the invoice, per Texas Government Code, chapter 2251.

5.2. Pricing Notes

1. Pricing is valid for 30 days from the date of this SOW.

2. Customer acknowledges that cancellation of this engagement may cause Insight to incur non-refundable travel expenses and other costs. Accordingly, if Customer cancels this engagement less than 10 business days, but more than 3 business days prior to the start date of this engagement, Customer shall pay Insight the fees equivalent to 10% of the total cost of this engagement, or $2,500.00, whichever is less. If Customer cancels this engagement less than 3 business days prior to the start date of this engagement, Customer shall pay Insight all fees due for this engagement as if it had been fully performed or $12,500.00, whichever is less. Such cancellation shall be in writing and shall be effective when received by Insight.
3. If an Insight resource arrives on site per an agreed-upon schedule and is unable to start or complete the project due to any Customer, site, and/or equipment issues, a fee equal to time expended and applicable travel expenses will be incurred. Insight will have 10 business days to schedule the return visit, if required.
4. Insight is not responsible for delays or repeated tasks caused by factors outside Insight's control. These factors include, but are not limited to, availability of Customer personnel, equipment, and facilities.

6. SPECIAL TERMS AND CONDITIONS

6.1. Project Kickoff

A project kickoff meeting will be held to review project expectations, discuss IT infrastructure design, discover any possible problems/risks, and formulate an appropriate plan (including a firm engagement schedule and downtimes).

6.2. Business Hours

Work will be performed during normal business hours unless otherwise mutually agreed upon. Normal business hours are defined as an 8-hour day, Monday through Friday, excluding designated Insight Holidays.

6.3. Travel Expenses

If applicable, travel-related expenses will be billed at actual cost; customary expenses include, but are not limited to airfare, taxi, hotel, car rental, daily per diem rate of $100.00, and miscellaneous transportation costs (gasoline, parking, tolls, etc.).

6.4. Constraints

Work that is not included in the Scope section is considered to be out of scope. Any out-of-scope work must be verified and pre-authorized by Insight prior to commencement through the Change Request process.

6.5. Acceptance

After Insight delivers a Service or Deliverable to Customer, if such Service or Deliverable does not substantially conform to the requirements in the applicable SOW, then Customer must provide Insight with written notice adequately detailing such non-conformance no later than 5 days following the date such Service or Deliverable was provided to Customer. If Customer fails to provide notice within this 5-day period, the Service and Deliverable will be deemed accepted.

6.6. Reference

Insight may use the Services as a reference for external purposes. This may include verbal endorsements, printed advertisements, and other marketing references to prospective customers and third parties. Any reference activity will be mutually agreed upon in writing by Insight and Customer.

6.7. Case Study

Insight may ask Customer to serve as an account case study for Insight. If Customer agrees, Insight will prepare a marketing release for publication of non-confidential aspects of the Services (to be reviewed in advance by Customer), in conjunction with Customer's name.

6.8. Intellectual Property

Insight retains all right, title and interest in, without limitation, any works of authorship, know-how, or any invention, device, process, method, development, design, specifications, technique, apparatus, reports, schematic or technical information (whether patentable or not), documentation, software or enhancements, improvements, alterations, interfaces, workflows, and best practices developed, invented, created or reduced to practice by Insight ("Insight IP") which may be used in carrying out the Services, including any modifications or improvements made to Insight IP during or as a result of the Services to be performed under this Agreement. Upon payment in full of all amounts due Insight, all works of authorship developed, invented or created by Insight specifically for Customer in accordance with the details specified in the applicable SOW as part of the Services performed by Insight and as more particularly described in a SOW to this Agreement ("Work Product"), except for any Insight IP contained within such Work Product, shall be owned by Customer. Insight hereby grants Customer a worldwide, non-exclusive, royalty-free, perpetual, without the right of sublicense, license to use Insight IP in the course of Customer's internal, business operations.

7. DOCUMENT MANAGEMENT

Title	Party	Name
Project Sponsor	City of Laredo Municipal Court	Anna Rodriquez
Solutions Executive	Insight	Michael Mitchell
Client Executive	Insight	Lupe Perez
Technical Approver	Insight	Billy Tew
Service Leaders	Insight	Billy Tew and John Brooks
Scope and Price	Insight	James Williams
Contract Specialist	Insight	Kim White

8. SIGNATURE BLOCK

By signing below, the undersigned agree they are bound by the terms of this SOW and the Agreement.

Insight		Customer	
By:	*Authorized Representative*	By:	*Authorized Representative*
Print Name:		Print Name:	
Title:		Title:	
Date:		Date:	

The following section must be completed before this SOW can be processed:

Invoicing Procedures:

1. Method (Customer to select one option below):

   ☐ **Mail Invoice** – Hard copy invoice will be mailed to:

   Company Full Name:

   Address:

   Attention: Accounts Payable or:

   Accounts Payable Contact:

   Phone:

   ☐ **Email Invoice** – Invoice copy will be sent electronically via email to:

2. PO Process (Customer to select one option below):

   ☐ Customer issues system-generated POs or internal reference numbers for service engagements.

   Please fill in the PO Number below and attach a hard copy of the PO to this signed SOW. Note: Services cannot be performed until a hard copy of the PO is received, or Billing Reference is provided.

   PO Number:

   PO Release Number (if applicable):

   Internal Billing Reference Number/Name:

   ☐ Customer does NOT issue system-generated PO for service engagements.

   Accordingly, performance of and payment for any Services under this SOW do not require, and are not contingent upon, the issuance of any PO or other similar document.

9. ATTACHMENT – CHANGE REQUEST SAMPLE

Change Request Form

Change Request #

Customer	Customer Contact Name	Insight Contact Name
Original SOW Number	**Request Date**	**Purchase Order to Apply to Changes (if applicable)**
		PO #
State/Federal Contract Reference (if applicable)		

CHANGE REQUEST SUMMARY

Original Project Scope

Change Request Description

Project Schedule

Project Pricing

Deliverables

SIGNATURES

This is a sample CR - not for execution.

10. ATTACHMENT – CABLING BEST PRACTICES

The following are the cabling best practices specified and implemented by Insight for all cabling projects.

Architecture and Installation

- All cable pathways will be secured to the building and installed in accordance with industry standards, best practices, and specifications.
- J-Hooks will be installed in staggered intervals of 4-5 feet.
- The cable pathways, if possible, will be installed to allow a minimum of 12 inches between the cables and the suspended ceiling.
- All cables will be installed point-to-point, or "home run". The cables will be installed in a manner to assure the aesthetics of the building are maintained.

Copper

- Insight will ensure the installed cables meet the applicable fire ratings and are installed in a manner to ensure maximum performance of the cable is maintained. This will include, but is not limited to, ensuring the bend radius of the cable is not exceeded, the cable is not nicked or cut, appropriate cable pathway support, and the appropriate use of cable ties.
- Insight will ensure no horizontal cable link length exceeds 295 feet.
- Lightning protection will be installed on both ends and properly grounded for all copper cables installed outside of the building structure and the lightning cone of protection.
- To meet the proper termination requirements and channel performance, the cable sheath shall be stripped back no more than the manufacturer recommended length. Twists of the individual pairs will remain intact up to the cable's termination point.
- Outdoor-rated PVC cable may only enter a building for a maximum of 50 feet. If it is practical, the primary protector should be mounted within 50 feet of the entry point. Should the length of the cable exceed 50 feet, the entire length inside the building will be installed in an appropriate-sized rigid metal conduit or Indoor/Outdoor (I/O) copper cable will be used.

Fiber Optic

- Insight will ensure all fiber optic cable meets the applicable fire ratings. The fiber optic cables will be installed in a manner to assure the maximum performance of the fiber is maintained.
- Insight will install the fiber to ensure the entire length of fiber is protected and each end will be secured in the Light Interface Unit.
- Outdoor-rated PVC cable may only enter a building for a maximum of 50 feet. Should the length of the cable exceed 50 feet, the entire length inside the building will be installed in an appropriate-sized rigid metal conduit or Indoor/Outdoor (I/O) fiber will be used.

Equipment Racks/Cable Management

- All equipment, conduit, racks, and panel boards shall be anchored for seismic stability in accordance with the latest State and Local Codes, but not less than the requirements as set forth in the currently enforced addition of the Uniform Building Codes.
- All 2- and 4-post equipment racks will be anchored and secured to the floor. All cable trays or ladder racks will be mounted and secured to the wall and the equipment cabinet or rack to provide horizontal support.
- 7-foot floor racks will have vertical cable management installed on each side.
- All wall mount racks and cabinets will be mounted to a ¾" fire-retardant plywood and secured to 2 studs minimum (3 studs preferred when possible) using 2 anchors per stud minimum (3 anchors preferred when possible). The cabinet will be secured to the plywood using a heavy-duty and appropriately rated toggle bolt to support the weight of the rack or cabinet. Installations in a concrete wall will utilize drop-in anchors and lag bolts. Any installation outside of this standard will require Customer signoff.

- All racks will be grounded and bonded to a ground bus bar in each distribution closet utilizing green #6 AWG copper cable.
- Horizontal cable management will exist for each Light Interface Unit unless built-in wire management is included in the Light Interface Unit.
- All cables and inner-duct will be routed neatly into the rack and secured to the panels utilizing strain relief as specified by the manufacturer.
- Unless otherwise specified, starting at the top of the rack, the rack layout will be as follows:
    - Light Interface Unit
    - Horizontal cable management
    - Patch panels

Conduit and Wall/Floor Penetrations

- Any conduit that is to be placed will follow these requirements:
    - Above ground, EMT, or rigid (metal conduit, depending on the application)
    - Below ground, schedule 40 electrical grade PVC
    - For indoor conduit, EMT, or rigid (metal conduit, depending on the application)
- Any penetrations of floors, firewalls, and/or exterior walls will be sleeved and fire stopped.
- Sleeves in floor penetrations should extend above the finished floor by at least 1 inch.

Labeling

- All labels will be adhesive P-Touch or laser-type labels (white backing with black letters) or as specified by Customer.
- Insight will work with Customer prior to the start of the project to ensure the labeling scheme matches Customer's current labeling scheme.
- All cables will be labeled on the sheath no more than 2 inches from the jack and patch panel termination points utilizing machine generated wraparound cable labels.

Surface-Mounted Raceway, Boxes, and Faceplates

- Blank inserts will be installed in any non-used faceplate positions.
- Faceplates will be properly secured to the wall box, or wall box eliminator if no wall box is available.
- All surface-mount raceway and boxes will be secured with anchors. The surface-mounted raceway and box will be secured with a minimum of 2 anchors per section or piece. Gluing or using the adhesive on the back of the raceway or box as the sole means of securing the raceway or box is unacceptable.
- All surface-mount raceway will be installed in a manner that is both aesthetically pleasing and straight on both the horizontal axis and vertical axis.
- To avoid pinching of the cable and to provide an adequate cable pathway, all surface-mount raceway will be installed 2-3 inches above the ceiling tile.
- Where possible and feasible, surface mount boxes will be installed to align horizontally with existing outlets.

Testing and Certification

- All circuits will be tested and certified to meet minimum requirements for the media installed. These requirements include, but are not limited to, the following:
    - Wiremap
    - Impedance
    - Length

  - Resistance
  - Attenuation
  - Near-end and far-end crosstalk
  - Alien crosstalk
  - Return loss
  - Opens, shorts, grounds, and pair reversal
- Marginal Pass (PASS*) is not acceptable and will be remedied until verified as PASS. However, if the Marginal Pass is due to the overall length, the marginal pass will be accepted.
- All fiber optic strands will be tested with a power meter and light source.
- The dB lost for each strand will not exceed the calculated loss budget.

Personnel Performance and Actions

- All Insight personnel and subcontractors will adhere to the state, local, and Customer rules and regulations.
- Each member will present themselves in a professional manner at all times.
- All personnel will strictly adhere to the policies set forth by Customer and site requirements.

City Council-Regular

Meeting Date: 07/18/2022

Initiated By: Riazul Mia, Assistant City Manager

Staff Source: Juan J. Gomez, Parks & Recreation Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award supply/service contract number FY22-070 to the low bidder Royal Contractors, Laredo, Texas in the amount of up to $70,000.00 for the purchase and installation of plastic flooring tiles for the Parks & Recreation Department. These flooring tiles shall be purchased on an as-needed basis by the Parks and Recreation Department for various city parks; and as requested and funded by Councilmembers. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract can be renewed for three (3) additional one (1) year extension periods, upon mutual agreement of the parties. Funding is available in council priority funds on an as-needed basis.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received two (2) bids through Cit-E-Bid for awarding a contract for the purchase and installation of flooring tiles at various city parks. Staff is recommending that this contract be awarded to the low bidder Royal Contractors.

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 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 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and

contingent upon appropriation of funding therefore. This contract shall be administered by the Parks & Recreation Department and the vendor.

Pricing Summary:

		Royal Contractors	Snaplock Industries
Section I: Interlocking Tiles and Edges Price Schedule	UOM	Unit Price	Unit Price
12 x 12 x 3/4 Interlocking Tile	Square Foot	$4.90	$4.44
12 x 3 Interlocking Ramp Edges (Male, Female)	Linear Foot	$3.00	$1.99
Installation to include all labor, equipment, materials, and appurtences to complete project	Per Order	$3,500.00	$5,000.00
Custom Logo painting	12" x 12" Center Per Order	$3,500.00	$4,000.00
Freight or Delivery Charge per order	Per Order	$500.00	$2,000.00

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year:	2022
Bugeted Y/N?:	Yes
Source of Funds:	
Account #:	101-3115-555-9301
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

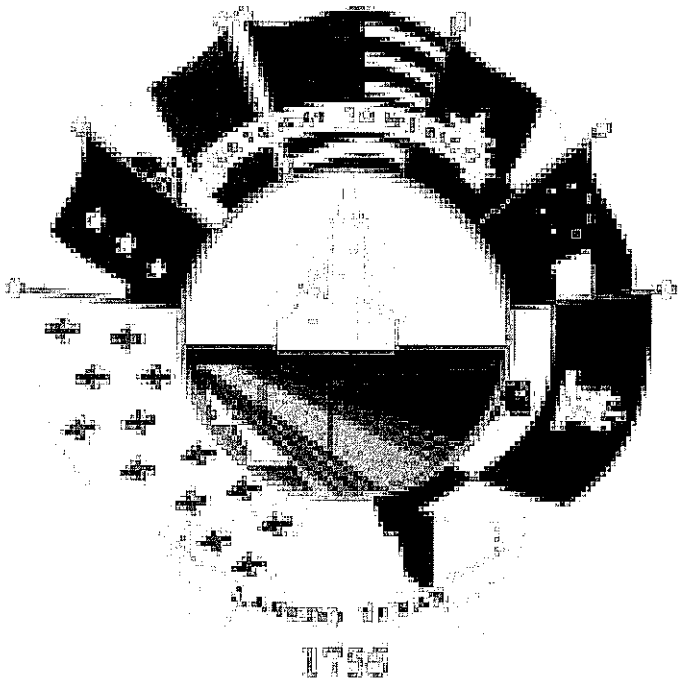
The purpose of this contract is to establish prices for the commodities or services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated 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

FY22-070 Bid Tab

FY22-070 Contract

				Royal Contractors, Inc.		Snaplock Industries	
				Total Price	$41,204.60	Total Price	$41,297.22
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Section I: Interlocking Tiles and Edges Price Schedule	1	EA	**$41,204.60**	$41,204.60	$41,297.22	$41,297.22
1.1	12 x 12 x 3/4 Interlocking Tile	6674	Square Foot	$4.90		**$4.44**	
1.2	12 x 3 Interlocking Ramp Edges (Male Female)	334	Linear Foot	$3.00		**$1.99**	
1.3	Installation to include all labor, equipment, materials, and appurtences to complete project	1	Per Order	**$3,500.00**		$5,000.00	
1.4	Custom Logo painting	1	12" x 12" Center Per Order	**$3,500.00**		$4,000.00	
1.5	Freight or Delivery Charge per order	1	Per Order	**$500.00**		$2,000.00	



FY22-070
Royal Contractors, Inc.
Supplier Response

Event Information

Number: FY22-070
Title: Purchase & Installation of Plastic Flooring Tiles
Type: Request For Bid
Issue Date: 6/3/2022
Deadline: 6/23/2022 05:00 PM (CT)
Notes: **MANUAL BID DROP-OFF PROCEDURES**

NOTE: Manual Bids will only be accepted the first 45 minutes of the hour before they are due. For example, if bid is due at 4:00, bids will only be accepted between 3:00 and 3:45 p.m.

1. Please make sure that the bid is in a sealed envelope marked with
the following:

- Name of Bid
- Name 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 Contractors, Inc. Information

Contact: Juan C Rodriguez
Address: 3712 Josefina Dr
Laredo, TX 78041
Phone: (956) 771-7079
Email: carlos@816royal.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Juan C Rodriguez
Signature

carlos@816royal.com
Email

Submitted at 6/22/2022 12:21:54 PM (CT)

Response Attachments

A-AFFIDAVIT.pdf

AFFIDAVIT

A-CONFLICT OF INTREST .pdf

COI

A-INTEREST PARTIES .pdf

IP

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 (I have acknowledge that I have been advised)

2 Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm.

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.
Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:
46.1. Application
46.3. Definitions
46.5. Disclosure of Interested Parties Form

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

☑ I will comply with this form (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** Royal Contractors, Inc. Juan Rodriguez (956)771-7079
5	**State how long under has the business been in its present business name** 2yr
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? N/A
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? N/A
10	**State if the Company is a certified minority business enterprise** This company is not a certified minority business

11 **Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include:

1. Mayor
2. Council Members
3. City Manager
4. Members of the Fire Fighters and Police Officers Civil Service Commission.
5. Members of the Planning and Zoning Commission.
6. Members of the Board of Adjustments
7. Members of the Building Standards Board
8. Parks & Leisure Advisory Committee Member,
9. Historic District Land Board Member,
10. Ethics Commission Board Member,
11. The Board of Commissioners of the Laredo Housing Authority
12. The Executive Director of the Laredo Housing Authority
13. Any other City of Laredo decision making board member

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

12 **Conflict of Intererst Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity.

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

13 **Conflict of Interest Questionnaire**

If vendor acknowledges there is no conflict of interest, there are no further actions for the vendor to take. If vendor acknowledges a possible conflict of interest, vendor must download and fill out CIQ Form and submit it as part of their bid.

I attest there is no conflict of interest

14	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
15	**This is a** New Submission
16	**Question 1. Name of person submitting this disclosure form** Please include First Name, Middle Initial, Last Name and Suffix (if applicable) Juan Rodriguez
17	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department FY22-070 (Purchase & Installation of Plastic Flooring Tiles) Purchasing Division Public Works Service Center
18	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** Juan Rodriguez
19	**Question 4. List any business entity(ies) that is a partner, paretn, subsidiary business entity(ies) of the individual or entity listed in Question 3.** Not Applicable
20	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3** If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. *No response*
21	**Question 5. List any individuals or entitites that will be subcontractors on this contract** Not Applicable
22	**Question 5. List any individuals or entities that will be subcontractors on this contract** If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. *No response*
23	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** Not Applicable

24 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

No response

25 **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

a) Any individual seeking contract with the city (Question 3)
b) Any owner of officer of entity seeking contract with the city (Question 3)
c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5)
e) The spouse of any individual listed in response to (a) through (d) above
f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

26 **Question 7. Disclosure of policitcal contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

No response

27 **Updates on contributions required**

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

28 **Question 8. Discloure of Conflict of Interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am not aware of any conflict of interest

29 **8. Disclosure of Conflict of Interest**

If you selected I am aware of conflict of interest is question 8, please list them in this section.

No response

30 **Question 9. Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☑ I have read and understand this section (I have read and understand this section)

31	**Question 10. No Contract with City Officials or Staff during Contract Evaluation** I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration. ☑ I have read and understand this section (I have read and understand this section)
32	**Question 11. Conflict of Interest Questionnaire (CIQ)** Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. ☑ I have acknowledge that I have been advised (I have acknowledge that I have been advised)
33	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date Juan Rodriguez Project Manager Royal Contractors, Inc. 06/22/22
34	**Question 12. Oath** I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. ☑ I swear or affirm information is correct (I swear or affirm information is correct)
35	**Company Information Questionnaire** ☑ I have completed this section (I have completed this section)
36	**Conflict of Interest Questionnaire** ☑ I have completed this section (I have completed this section)
37	**Non-Collusive Affidavit** ☑ I have completed and included this form (I have completed and included this form)
38	**Discretionary Contracts Disclosure** ☑ I have completed this section (I have completed this section)

39 **Certificate of Interested Parties (Form 1295)**

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm.

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:
46.1. Application
46.3. Definitions
46.5. Disclosure of Interested Parties Form

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

☑ I will comply with this form (I will comply with this form)

40 **Ordinace 2018-O-175**

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

No response

41 **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

☑ I have read and understand this section (I have read and understand this section)

42 **Terms and Conditions for Request for Bids**

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.
(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be awarded to the **(lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:
"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."
(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).
(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
(f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.
Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

12.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE
OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS
§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT
(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the

second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☑ I Agree to the Terms and Conditions (I Agree to the Terms and Conditions)

43

Insurance Terms and Conditions

INSURANCE REQUIREMENTS If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of $1,000,000 per claim/ $2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance.

Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

☑ I agree my insurance meets minumum requirements (I agree my insurance meets minumum requirements)

Bid Lines

1 Package Header

Section I: Interlocking Tiles and Edges Price Schedule

Quantity: 1 UOM: EA Total: $41,204.60

Item Notes:

Package Items

1.1 12" x 12" x 3/4" Interlocking Tile

Quantity: 6674 UOM: Square Foot Price: $4.90 Total: $32,702.60

1.2 12" x 3" Interlocking Ramp Edges (Male & Female)

Quantity: 334 UOM: Linear Foot Price: $3.00 Total: $1,002.00

1.3 Installation to include all labor, equipment, materials, and appurtences to complete project

Quantity: 1 UOM: Per Order Price: $3,500.00 Total: $3,500.00

1.4 Custom Logo painting

Quantity: 1 UOM: 12" x 12" Center Per Order Price: $3,500.00 Total: $3,500.00

1.5 Freight or Delivery Charge per order

Quantity: 1 UOM: Per Order Price: $500.00 Total: $500.00

Response Total: $41,204.60

AFFIDAVIT

Project: FY22-070 (Purchase & Installation of Plastic Flooring Tiles).

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Juan Rodriguez

Being first duly sworn, deposes and says:

That he/she is Managing member of Royal Contractors, Inc.
(a Partner of officer of the firm of, etc.)

The party making the foregoing SOQ or bid, that such SOQ or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said SOQ or bid are true.

Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 22 day of JUNE 20 22

Notary Public

My commission expires:
05/30/23

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Juan Rodriguez

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☑ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

N/A

Signature of vendor doing business with the governmental entity

06/22/22

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Royal Contractors, Inc.

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 Juan Rodriguez, this the 22 day of JUNE, 20 22, 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 Council-Regular

Meeting Date: 07/18/2022

Initiated By: Riazul Mia, Assistant City Manager

Staff Source: Orlando Navarro, Planning Director; Miguel A. Pescador, Purchasing Agent

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SUBJECT

Consideration to authorize the selection and allow for negotiations with consulting firm: Able City, LLC., Laredo, TX for contract FY22-056 Del Mar Overlay District project. This selection/authorization will allow for negotiations of a professional services contract for the Del Mar Overlay District Ordinance; to develop and implement the regulations necessary to allow for the redevelopment of a portion of Del Mar Boulevard. There is no financial impact at this stage for contract development process.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City of Laredo formally requested statements of qualifications through Cit-E-Bid. The City received 2 submittals from the following firms: Able City, LLC, in Laredo, TX and Anderson Columbia Co., Inc., in Weslaco, TX. Statement of qualifications submittals were initially evaluated by the City of Laredo Evaluation Committee team. The evaluation scoring was based on the following criteria: Project approach, Qualifications and Past work history and references. Evaluation committee consisted of Traffic Safety, Planning and Zoning, Community Development, Convention and Visitor Bureau and Economic Development. The City of Laredo Evaluation Committee team is recommending for Able City, LLC as its top selection. There is no financial impact at this point of the process.

Evaluation scores are attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

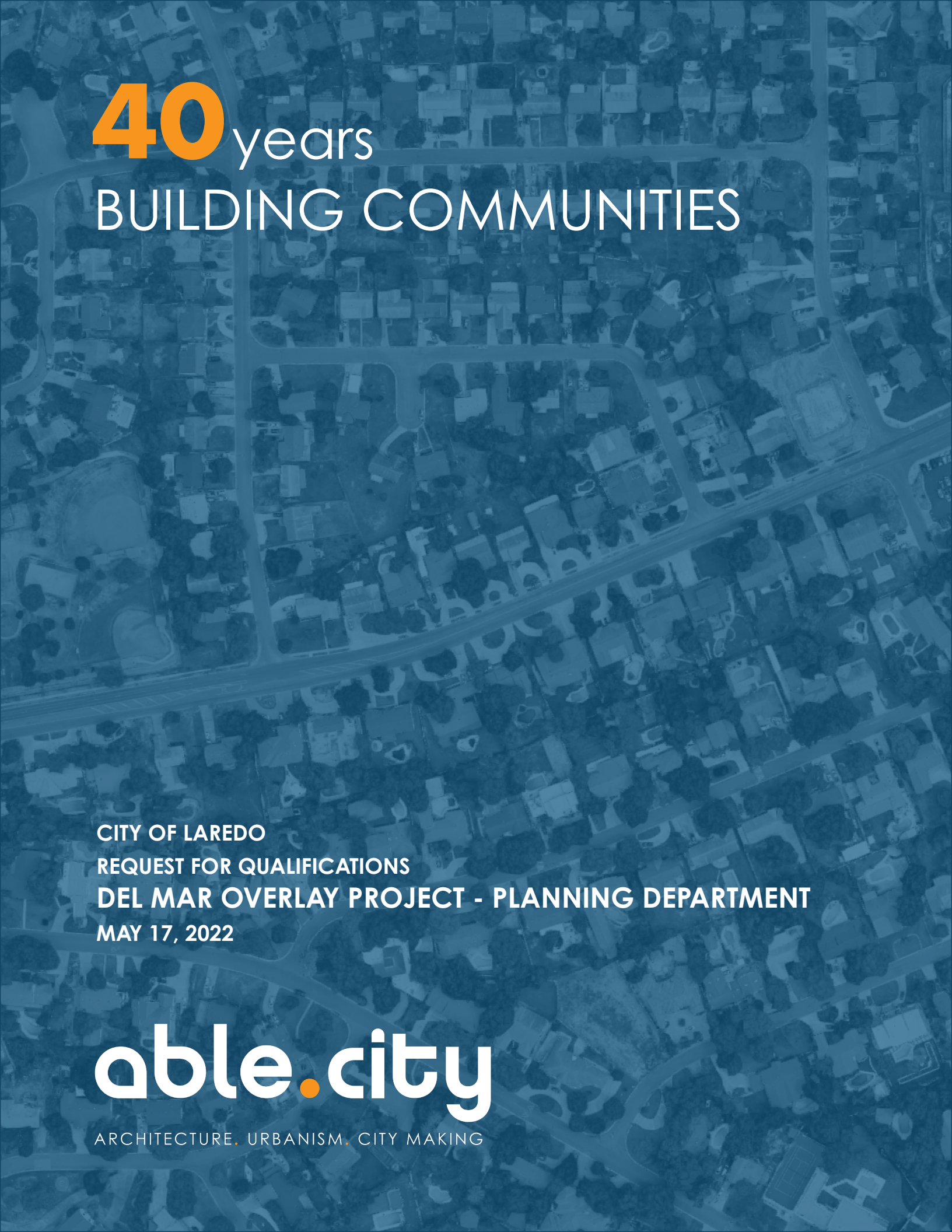
It is recommended that this motion be approved

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:
There is no financial impact at this phase of contract development process.

Attachments

Able City, LLC Project Approach
FY22-056 Evaluation Score
Bid Invitation



40 years
BUILDING COMMUNITIES

CITY OF LAREDO

REQUEST FOR QUALIFICATIONS

DEL MAR OVERLAY PROJECT - PLANNING DEPARTMENT

MAY 17, 2022

able.city

ARCHITECTURE. URBANISM. CITY MAKING

CONTENT

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4B. QUALIFICATION OF INDIVIDUALS [not included in page count]

5. LIST OF PROJECTS 10

FORMS [not included in page count]

1. COVER LETTER

May 17, 2022

Orlando Navarro, Planning Director
City of Laredo
1110 Houston Street
3rd. Floor
Laredo, Texas 78040

Re: Del Mar Boulevard "Mainstreet" Overlay District

Dear Mr. Navarro,

Thank you for considering our firm to assist the City of Laredo plan out the next stage in the development of Del Mar Blvd. We have built our company specifically to support the success of cities and walkability is a critical component of that success moving forward.

We are honored to be a part of this transformative effort. The Del Mar Overlay District presents a unique opportunity to enhance the experience of pedestrians and motorists with carefully considered specifications for streetscape, development, code and landscape elements. The District's highly visible profile and location within the City of Laredo is also a benefit because the team will create the ordinance with special attention to people who live in the district as well as those passing through. We believe it is the City's goal to plan for future development in a neighborhood-friendly manner. As such, we will focus on what priorities the neighborhood has and balance those out with the priorities of the larger district and city.

The following outlines a recommended scope and work plan for the project and concludes with our proposed schedule.

We thank you again and only ask that you do not hesitate to call us if we may provide you with any additional information you may require.

Respectfully submitted,

Mario A. Pena, AIA, AICP, CNU-A
Partner
Able City

2. PROJECT APPROACH

Our team will provide an assessment and recommendations to guide progress in the incremental redevelopment of a portion of Del Mar Boulevard which lies roughly between Rangel Field and St. Patrick's Church, as shown in the exhibit attached. This segment of the boulevard has seen increased interest from owners and investors for potential non-residential use.

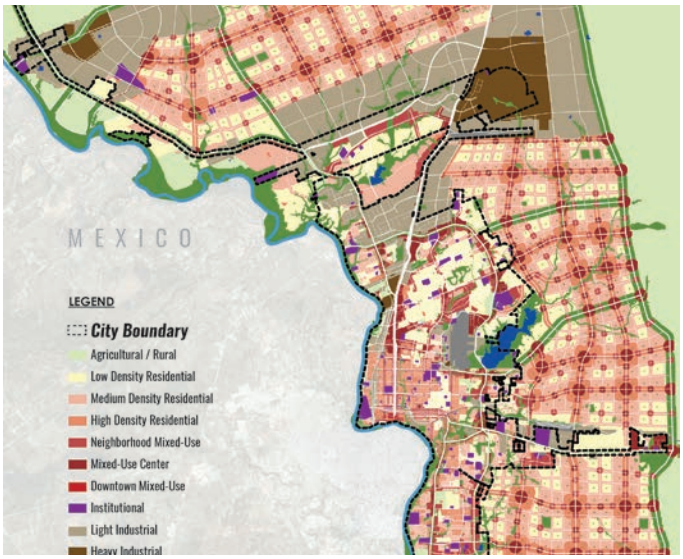
The prevailing zoning, however, is single-family residential. The increased number of parcel-by-parcel rezoning attempts (some successful and some not), have generated a need to assess the current conditions and public desirability of adding uses to the area.

The work outlined below is designed to spur a productive discussion with community members and residents about these additional uses and strategies that allow for a more desirable and predictable transformation of this corridor into a traditional neighborhood main street.

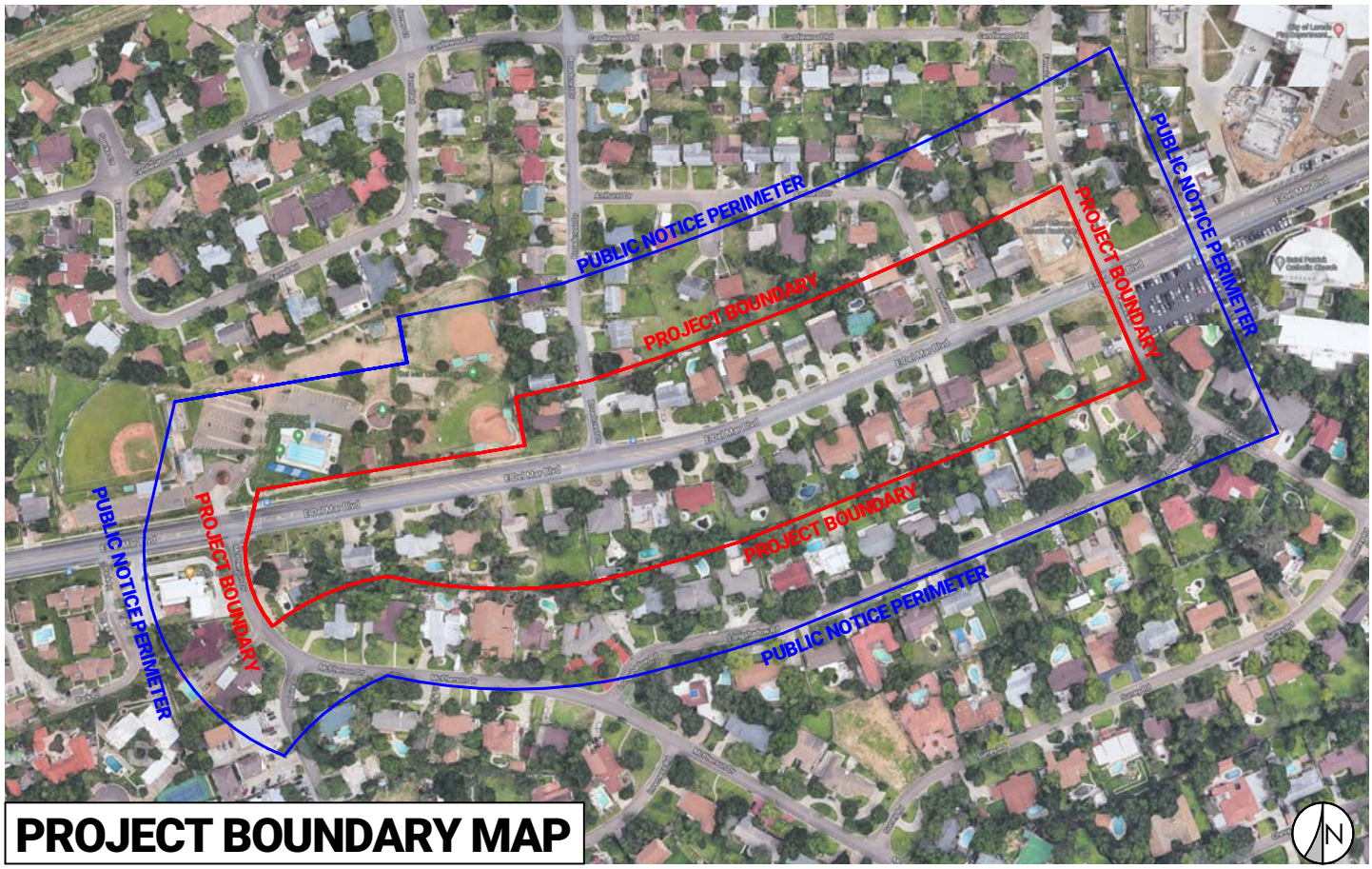
A. Assessment of Existing Conditions

a. Existing plans: At the start of the project, the team will schedule a meeting with the City of Laredo to review base information needs, identify key stakeholders, and develop a detailed schedule for the creation of the Del Mar Overlay District Ordinance.

b. Pertinent ongoing planning: The team will review existing local planning efforts, including the City's Comprehensive Plan (completed by Able City), using it as a guide and inform the comprehensive plan process. This phase will include the compilation and review of all relevant information, including previous studies. This phase will include a team visit to the Del



Plan Viva Laredo



PROJECT BOUNDARY MAP

Mar Overlay district to meet with key stakeholders and conduct on-site analysis. During this phase we will analyze pertinent planning initiatives that are already happening in the City that might affect the Overlay District. Concurrent with Phase 1 will be Phase 2, the creation of a market analysis.

c. Pertinent public and private investments: The team will need to know what are the existing and planned investments both private and public. We will look to see what development has already been done, the ownership of the properties and what is planned for the future for these properties.

d. Community Concerns, Needs, Aspirations: The team will then turn to the community. The location, placement, and design of public facilities is of great importance in a community. In traditional towns, civic buildings serve an important role by standing as the centerpiece of a neighborhood or community and creating a sense of place and identity. Public facilities and needs can serve to foster community recovery and revitalization, corridor redevelopment, and environmental sustainability. The development of the Del Mar Overlay District Ordinance will be linked to prioritized planning efforts. Included with the Del Mar Overlay District Ordinance will be a series of implementation strategies and prioritized implementation projects.

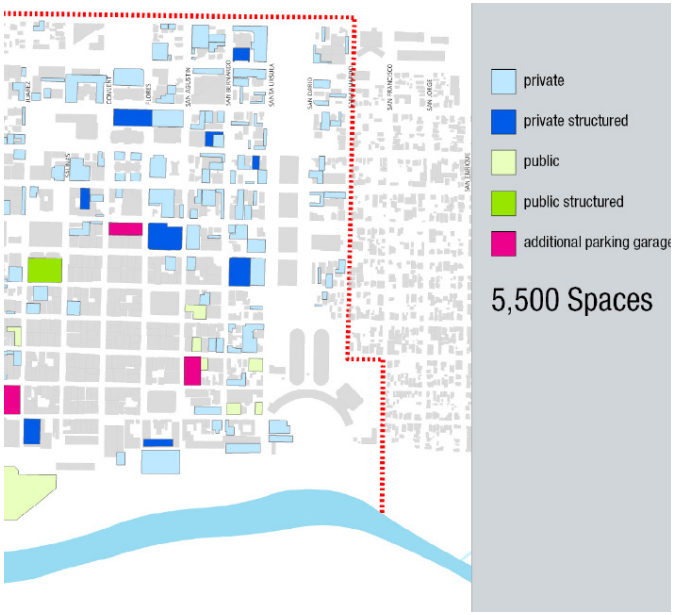
McAllen El Milagro Town Planning

e. Land and Building Codes in use: The existing codes and regulations will be examined and alternative coding methods will be explored and discussed with the City. One possible alternative would be to create a form-based code for select areas. We have worked with these building codes for the City of Laredo for years. We have a knowledge and familiarity with the building code that makes our team unique. We will quickly analyze the codes in use in the District to find out the parameters and also limitations of future buildings.

f. Land Use and Zoning: The team will concurrently look at the Land Use Map. This is important because the Overlay District could take several forms depending on the expected regulatory tools that will be used to guide future development. An approach which delineates areas for intended and restricted growth and then ties development in those areas to specific public approvals processes may also be valuable.

g. Traffic Demand: We will look at the set of all vehicles in the traffic system, with their associated routes. Future traffic projections are developed through a process of travel demand modeling. Travel demand modeling anticipates future traffic based on changes in the roadway network and demographics such as number of households and employment.

h. Parking Demand: The team will find the amount of parking that would be used at a particular time, place and price. The goal is to determine if there is sufficient parking for future development.



Downtown Master Plan Workshop

B. Public Involvement

a. Approach: The consultant will design and engage in proactive approach to public input that solicits and incorporates public input during the course of the project and the development of the proposed ordinance. Working with the City, a public outreach and participation plan will be created to provide the framework for the integration of the public into the planning effort. We will implement the following methods to maximize community participation and buy-in. Our team will work with the City to create

a list of key individuals, local leaders, community organizations, and stakeholders to include throughout the planning process, and to determine a strategy for distribution of public awareness materials.

b. Engagement Activities: The public participation activities will be designed to reach a broad representation of the community including but not limited to: study area residents, corridor users, school and business-related stakeholders, transit and alternative transportation dependent populations. Throughout the Analysis phase the team will employ various techniques for information gathering. Focus groups, individual interviews, and meetings with community groups are methods that have proven valuable on similar projects and may be utilized. The Public Workshop will be the centerpiece of the public outreach and participation strategy.

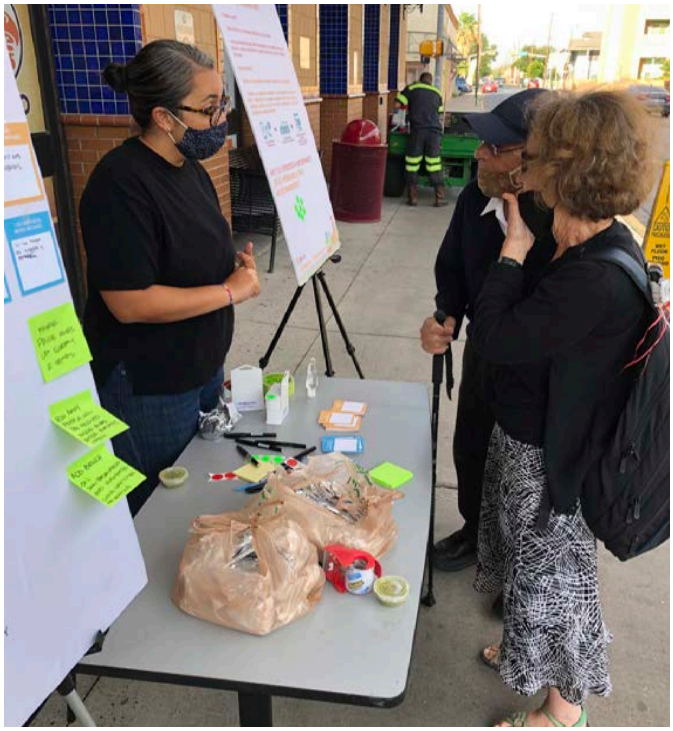
Del Rio Comprehensive Plan

c. Presentation of findings: The consultant will provide various presentations and/or updates to the public, stakeholder groups, Staff, the Planning and Zoning Commission, and the City Council.

C. Design and Development Standards

a. Land Use and Zoning Ordinances: Identify and recommend desired land use changes that align with plan objectives. Included but not limited to: recommendations for amendments to current zoning district ordinances pertaining to transitions (buffering/screening from adjacent uses); permitted uses; bulk regulations (including setbacks, heights, etc.); recommended adjustments to future land use map; and revisions to procedures (if necessary).

b. Provide recommendations for potential form-based zoning districts and other architectural design guidelines: A form-based code is a land development regulation that fosters predictable built results and a high-quality public realm by using physical form



El Metro Comprehensive Operational Analysis

(rather than separation of uses) as the organizing principle for the code. We will determine whether there is opportunity within the Overlay District to apply form-based code.

c. Economic Benefits Analysis: We will work with you to develop the criteria for integration and analysis of the cost side of the cost benefit equation which may include cost of public improvements, the cost of public incentives, cost of maintenance. The market analysis will be a quantitative and qualitative assessment of the regional and city market environment. It will look into the size of the market both in volume and in value, the various customer segments and buying patterns, the competition, and the economic field in terms of barriers to entry and regulation. This analysis will include: New Home Generation, New Business Generation, and the Cost to the City to meet market demands.

Our team has completed economic benefit analysis and quantification for both private and public projects. The analysis completed is dependent upon the goals and objectives of the project, but generally involve the following steps:

- Identify the purpose and need for the project via a market analysis using a variety of tools, to include ESRI Business Analyst, local real estate data/ information, and stakeholder feedback.
- Understand and evaluate the project in terms of size, scale, scope, and location. This information will

help to inform short term (generally construction) and long term (direct, indirect, and induced) job impacts. This type of general project information is often known, but if not, the team will generally estimate it using industry best practices and local knowledge.

- Utilize IMPLAN or other economic valuation tools in order to estimate long term job impacts for a region locality, county, and/or region. This information can be quantified to estimate number of jobs created and the total resultant economic value over a period of time.
- Dependent upon the project and its purpose, other economic benefits can be quantified, to include those related to sales tax and property tax.

Oftentimes the information generated can be critical in the development of an implementation strategy for the project; especially to the extent that creative project financing tools can be recommended such as New Market Tax Credits, Tax Increment Financing, and development agreements.

In the project boundary we will identify service and utility costs associated with existing and new development in order to compare expected revenue vs costs to the city. These analyses will be used to determine which types of development should be encouraged on the basis of the city's fiscal health.

Our economic development team will review, analyze and provide strategies to harness and maximize the use of an overlay district. The team will provide several strategies for continuation, expansion, and/or creation of such tools moving forward, and provide best practices to set guidelines and performance measures for such tools.

d. Future Traffic and Parking Demand: The infrastructure portion of the ordinance will compile and expand upon existing long-range and comprehensive stormwater, sewer, water, communications and transportation plans for both the City and the Region.

We will evaluate each of the Del Mar thoroughfare regarding function and appearance. We will make recommendations for improving major thoroughfares. Such work shall include significant coordination with the Texas Department of Transportation and any Thoroughfare Plans of Webb County. An interconnected network of walkable streets is vital to the health of neighborhoods and cities, so the larger street network will be considered. Building great streets means creating places where people want to be—places that are safe, comfortable, interesting, and beautiful. Existing streets can be retrofitted with wider sidewalks, world-class bike infrastructure, shade trees for sidewalks, better lighting, and buried or relocated overhead utilities. The best streets offer residents and visitors a variety of ways to get around town.

City of Del Rio Comprehensive Plan

Canal Street before

Canal Street after

Main Street before

Main Street after

e. Landscape and streetscape design and materials: We will inventory the current streetscape which includes trees, signage, utilities, sidewalk conditions and street/drainage infrastructure. The Overlay District ordinance will include specification that will enhance the overall character of the street, particularly providing shade and visual interest for pedestrians and motorists.

f. Lighting standards: We will look at what are the current lighting standards for the district and how can they be enhanced to provide safety and increase visibility while maintaining a low-impact to the environment.

D. Visualizations

Our policy recommendation will be accompanied by 3D visualizations that illustrate various development scenarios along the corridor and within the transitional zones behind the corridor.

Words alone fall short of describing the experience of being in a place. People need to see what their ideas really mean when pen is put to paper in order to understand the options and opportunities that exist in their community. During the public engagement, the team will create Conceptual Illustrative Plans for the Overlay District and a series of renderings that demonstrate potential growth and conservation concepts addressed throughout the week. The Conceptual Illustrative Plan and Renderings will be used as tools to present Smart Growth best practices in areas including land use, workforce housing, transportation, recreation, public works and community character. Selected areas within the District receive focused attention to demonstrate the implications of the various components of the Ordinance. Alternative strategies for infrastructure, such as stormwater management and multi-modal transportation networks, will be incorporated into the overall ordinance.

Visualizations for Del Mar/I-35 suburban retrofit for Plan Viva Laredo

The plans and renderings will become an integral part of the Del Mar Overlay District Ordinance. The clear vision that these exhibits will portray will aid in the creation of a unique ordinance that shows possibilities for the future, rather than just talking about them. The harmony of the Preliminary Vision, Illustrations, Plans, and Implementation Strategy is what will set the Del Mar Overlay District apart from other districts in the city of Laredo.

The Vision component of the Del Mar Overlay District Ordinance serves as the foundation for the rest of the document. Our team will work with The City of Laredo and the broader community to establish a concise vision for the corridor. While many Overlay District Ordinance rely strictly on words to describe the future, a key component of our strategy is the use of visualizations to help demonstrate possibilities for change.

E. Adoption

We will assist the City with presentation materials for the adoption process and will attend pertinent adoption meetings. The team will work with the City of Laredo to review, revise, and present the work products for the Del Mar Overlay District Ordinance.

The team will submit the draft the Del Mar Overlay District Ordinance to the City of Laredo for review. The City of Laredo will have adequate time to review and submit comments to the planning team.

Once reviewed and revised, the team will submit the Del Mar Overlay District Ordinance to the City of Laredo. The team will return to Laredo to present the final Del Mar Overlay District Ordinance to the community in either an informal meeting or public hearing. This Presentation will include an overview of the creation of the Plan as well as a detailed explanation of each plan component.

The work plan for adoption of the plan includes:

- Informal public meetings/presentations to Planning Commission & City Council (up to 4);
- Planning Commission public hearings (up to 2)
- City Council public hearings (up to 2)

3. TASKS AND PROPOSED SCHEDULE

Duration		
1 day		Phase 1 - Project Kick-off
	1.1	Initial Meetings with Staff
3 weeks		Phase 2 - Existing Conditions & Document Review
	2.1	Existing Conditions Review/Base Maps
	2.2	Area and Site Tour
	2.3	Gather existing traffic demand
	2.4	Assess current parking demands
3 weeks		Phase 3 - Community Outreach & Education
	3.1	Outreach (if assistance needed)
	3.2	Community Open House #1
	3.3	Stakeholder Interviews (up to 6)
4 weeks		Phase 4 - Drafting the District Guidelines
	4.1	Assessment of Existing Conditions (compiling conclusions)
	4.2	Analyze future traffic demand
	4.3	Analyze future parking demand
	4.4	Economic Benefits Analysis
	4.5	Future Land Use and Zoning Map recommendations
	4.6	Transitional requirements (Buffering / Screening)
	4.7	Procedures, Supplemental Use, and Misc. Development Regulations
	4.8	ROW and Landscaping standards
	4.9	Visualization of Neighborhood Transition (2 renders)
2 weeks		Phase 5 - Community Review
	5.1	Open House #2
	5.2	Planning and Zoning Presentation #1 - Review Draft
	5.3	Stakeholder Review Workshop
2 weeks		Phase 6 - Implement Comments
	6.1	Comment Integration
	6.2	Final Draft and Adoption Planning Workshop
4 weeks		Phase 7 - Adoption and Implementation
	7.1	Planning and Zoning Presentation #2 - Adoption
	7.2	Council Workshop Presentation #2- Adoption

4A. GENERAL STATEMENT OF FIRM QUALIFICATIONS

Able City, LLC is a local architecture and urban design firm with 40 years of combined experience in leading communities in the City of Laredo through planning processes. The firm, whose focus is on giving people the tools to construct the cities they want to see, is experienced in a range of project types that serve as the basis for well-rounded and comprehensive solutions. Our mission is to lead in the creation of places that enable and inspire people to become the builders of the communities they want to live in. We do this by being excellent listeners and knowing that small, well-placed and cost-effective adjustments can be the key to catalyzing productive feedback loops. As professionals, we implement project processes and management and illustration techniques that ensure the clear communication of ideas and outcomes. Led by Able City, our team is composed of town planners, architects, urban designers, civil engineers, landscape architects, economists, and project managers. While our work is internationally recognized, we are centered locally and with deep Texas roots. Together, we proudly deliver outstanding results for our clients by offering reliable service backed by years of experience, technical fluency, and professional integrity. What follows is a highlight of Able City's recent planning experience, followed by our qualifications and that of our subconsultant KCI Technologies. Able City will lead existing conditions review for land-use, zoning, facilities, parks, and public facilities. KCI will support Able City with the overall Del Mar Overlay District Ordinance effort and provide the value add of civil engineering, traffic and parking. KCI will lead the land development code review, infrastructure, drainage and flood portions (if necessary) of the project.

ARCHITECTURE

Able City believes architecture directly affects the environment – the citizens, the city, the culture, the history, and the economy. That's why Able City designs sustainable buildings that enrich the urban fabric, are sensitive to the human scale, and create a sense of place, pride, and safety in our communities. Able City addresses master plans by making the connection between buildings, surrounding environments, and designing in public. We work to connect people and resources to tackle the most pressing challenges. We do this by creating connected spaces, connected communities, and advocating for better quality of life.

URBAN PLANNING

Able City provides creative and practical urban planning solutions for our clients in the public and private sector. Guided by stakeholder involvement, we develop sustainable communities, cities, and neighborhoods. As a multi-disciplinary firm, we specialize in placemaking on all scales, from community master planning, campus planning, park design, transit, streetscaping, and neighborhood development. We are committed to a sustainable future. Urban planning is essential for large scale projects as they directly impact the neighborhood's livelihood and character, and ultimately the user and the residents of the community. Auto-centric development patterns threaten our environment and fracture communities. Through retrofitting and reshaping, we work to design and create places that are walkable, livable, and sustainable to help prevent sprawl and help bring life back to urban areas.

CITY MAKING

Able City is committed to the empowerment of citizens to make our communities better, one city making project at a time. Beyond architecture and planning, we work to educate and empower citizens into becoming city makers. We organize community efforts, lead data collection and research efforts, write public policies, and assist the engagement with local governments. A central component of our projects is to effectively engage the public. We do this through our joint venture with local nonprofit City Makery™.

ECONOMIC DEVELOPMENT

Economic development sets virtuous cycles in motion. Able City believes investing in communities is one way to make sure citizens receive support at all levels. Partner Viviana Frank is the first Laredoan to become a certified economic development developer (EEcD). The certification is awarded by the International Economic Development Council (IEDC). The award is a capstone to Frank's 10 years of economic development experience in Laredo, channeled into partnering with advocates to improve quality of life in

MARIO A. PEÑA AIA, AICP, CDP, CNU-A
ABLE CITY PROJECT MANAGER

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EDUCATION
University of Colorado at Boulder
Bachelor of Environmental Design in Architecture

Harvard University
Early College Credits

Instituto Tecnologico de Estudios Superiores, Mty MX
Architecture Study Abroad

LICENSES & CERTIFICATIONS
Registered Architect with the State of Texas
License No. 20580

Registered Architect with the State of Florida
License No. AR98707

Numbers of years licensed: +10yrs

AICP American Institute of Certified Planners

The Congress of New Urbanism
CNU: Accredited Member

International Council of Shopping Centers, Certified Construction, Design, & Development Professional

PROFESSIONAL EXPERIENCE
Able City
Principal/Owner 2017- present

Hickey Peña Architects
Principal/Owner 2008- 2017

Turner, Hickey & Associates
Associate Partner 2001-2008

BIOGRAPHY
Mario A. Peña is a certified planner AICP and registered Architect in the state of Texas and Florida with over 20 years of experience, 8 of which have been as principal of a design firm. Mario has focused on creating and leading teams of professionals with a passion for design, sensibility for creative problem solving, and unwavering customer service. He has continued to enhance his professional skills, broadening his expertise in the areas of retail development and urban planning. With a keen interest in urbanism and smart-growth, Mario understands the need to create urbanism that has an appropriate density that is connected and that contributes to the quality of our places. He is particularly passionate about place-making, and promoting codes and policies that enable places designed for people to thrive and that will stand the test of time.

Mario has been a contributor to the Laredo Morning Times and Laredos News, commenting on urban planning and walkability. You can also find him on the Rivard Report as it covered Mario's presentation on SA Tomorrow's impact on neighborhood master plans and equity planning. Texas Architect Magazine (Nov/Dec 2018) featured Mario's work on community outreach as the basis of visioning transformative comprehensive plans.

SELECTED PROJECTS
- Plan Viva Laredo Comprehensive Plan
- San Antonio UDC Assessment and Review
- VIA Metropolitan Transportation UDC Assessment and Review
- San Antonio Sub Area Planning
- Laredo Building and Land Development Code
- District III and IV Neighborhood Action Plan
- District VII Priority Funds Charrette
- Boulevard of the Americas
- El Milagro Town Planning
- Viva Laredo Comprehensive Plan
- R.E.A.L. Transit Multi-modal Facility
- El Metro Transit Center Redesign LEED Silver
- Public Safety Headquarters With Fuel Station
- Laredo Transit Operating Facility
- Laredo Building and Land Development Code
- Airport Federal Inspection Station
- Former Airport Terminal Remodel at the Laredo International Airport
- Texas A&M International University Master Plan
- Encinal North Development Master Plan
- Paseo Casa Blanca Master Plan

VIVIANA FRANK FAIA, CEcD, CNU-A, LEED AP
ABLE CITY ECONOMIC DEVELOPMENT

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EDUCATION

Columbia University
Graduate School of Architecture, Planning and Preservation
Master of Science in Architecture and Building Design

Pratt Institute
Bachelor of Architecture with Honors

University of Oklahoma
Economic Development Institute

LICENSES & CERTIFICATIONS

Registered Architect with the State of Texas
License No. 18185

Registered Architect with the State of New York
License No. 28985

Certified Economic Developer

The Congress of New Urbanism
CNU: Accredited Member

Green Building Certification Institute- LEED Accredited Professional

BIOGRAPHY

Viviana Frank is a registered Architect in the state of Texas and New York with over 30 years of experience. She is Congress of New Urbanism accredited and a LEED Professional. Her work has been published and exhibited nationally and internationally in the fields of architecture, interiors/space planning, rural and urban design. Her commitment to the firm and its clients is evident through her accessibility, strong leadership, and detail-oriented vision which has resulted in long-standing and favorable relationships with clients. She has a drive for the evolution of cities and the engagement of its citizens. Viviana Frank has guided the firm through notable projects in the public and private sector, practicing a philosophy that connects people to the places in which they live.

SELECTED PROJECTS

- Houston Street Social Distancing Study, San Antonio, Texas
- Viva Laredo Comprehensive Plan, Laredo Texas
- Viva Laredo Bike Facility Master Plan, Laredo, Texas
- Chacon Creek Hike and Bike Project(s) Phase I–III, Laredo, Texas
- Zacate Creek Hike and Bike Project(s) Phase I-II, Laredo, Texas
- Zacate Creek Linear Park, Laredo, Texas
- Haynes Wellness Center and Master Plan Trailhead Project, Laredo, Texas
- River Vega Master Plan Project, Laredo, Texas
- El Portal Riverfront Master Plan, Laredo, Texas
- Downtown Urban Design Guidelines, Laredo, Texas

AARON HANLEY AIA, AICP, NCI, CNU-A
ABLE CITY ARCHITECT/PLANNER

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EDUCATION
University of Texas at San Antonio
Masters of Science in Architecture
Graduate Certificate in Urban Planning

University of Texas at San Antonio
Bachelor of Architecture

LICENSES & CERTIFICATIONS
Registered Architect with the State of Texas
License No. 26380

American Institute of Certified Planners
No. 030942

National Charrette Institute

The Congress of New Urbanism
CNU: Accredited Member

PROFESSIONAL EXPERIENCE
Able City
Principal: 2020- present

City of South Padre Island
Planning Director 2019-2020

West East Design Group
Director of Planning 2015-2019

Stephen Valentine Architect
Planner 2014-2015

Broaddus Planning
Planner 2009-2012

Facility Programing & Consulting
Architectural Programing 2008-2009

BIOGRAPHY
Aaron Hanley is a certified planner and a registered Architect in Texas. His diverse and multi-faceted work experience has spanned all aspects of planning and architecture, but his passion is for urbanism and creating livable spaces. His Planning experiences include works in Higher Education, Healthcare, Municipal, County, and Federal; and in both the private and public sector. His Architecture experience includes works in Municipal, Federal, Higher Education, Commercial, Multi-family, and Residential. Aaron received his Bachelor's and Master's Degrees in Architecture from the University of Texas at San Antonio as well as a Graduate Certificate in Urban and Regional Planning. At Able City Aaron is part of the leadership team integrating people-centric urbanism across all services.

SELECTED PROJECTS
- El Milagro Town Planning, Mission, TX
- City of Edinburg Downtown Revitalization Plan, Edinburg, TX*
- City of McKinney Corridor Land Use Study, McKinney, TX*
- ReCode Laredo, Laredo, TX
- City of Kingsville Residential Market Analysis, Kingsville, TX*
- City of San Antonio Henry B. Gonzalez Convention Center Expansion Program*
- Southwest Research Institute Facilities Master Plan, San Antonio, TX *
- Texas State University Master Plan Update, San Marcos, TX*
- Texas A&M Kingsville Master Plan, Kingsville, TX*
- Texas Southern University Concept Master Plan, Houston, TX*
- UT-Brownsville Concept Master Plan, Brownsville, TX*
- Research Valley Partnership Bio-corridor Concept Plan, Bryan/College Station, TX*

** work done with previous firm*

JEFFREY PUIG P.E., R.P.L.S.
KCI TECHNOLOGIES CIVIL ENGINEERING, TRAFFIC & PARKING

EDUCATION
Texas A&M University
Bachelor of Science in Civil Engineering

LICENSES & CERTIFICATIONS
Registered Professional Engineer – State of Texas
PE No. 86352

Professional Land Surveyor
Texas No. 5961

BIOGRAPHY
Mr. Puig resides in Laredo and has been actively participating in civil design projects for over 25 years. As a native of Laredo, he has extensive knowledge of the City of Laredo, Webb, Zapata, Jim Hogg, and LaSalle Counties, and both the Laredo and United Independent School Districts. His design experience includes streets, drainage crossings and channels, storm sewer systems, sanitary sewer systems, water distribution systems, master planning, subdivision design, site civil design and infrastructure improvements. He is thoroughly familiar with region's growth and development; as well as, the necessity for infrastructural improvements within the surrounding Counties. Mr. Puig has obtained extensive land development experience through the completion of several large-scale property assessments and subdivision developments; as well as, through detailed involvement in comprehensive and facility planning studies within Webb County and San Patricio County. Mr. Puig's land development experience encompasses a variety of project types, including site selections, property assessments, master planning, utility improvements, property survey partitions, subdivision development, boundary surveys, environmental assessments, stormwater and drainage planning and site civil designs, to name a few.

SELECTED PROJECTS
River Drive Mall & San Francisco Javier Water & Sewer Line Replacement, Laredo, Texas. KCI (fka CEC) provided engineering and surveying services for the water and sewer line replacement project in the downtown area. The main components of the project included a detailed survey to model existing infrastructure, replacement of water and sewer utilities, and reconstruction of roadway and sidewalks to existing condition. Improvements required the replacement of approximately 3,600 linear feet of water and sanitary sewer main lines in the River Drive Mall Phase alone while maintaining services to the shops and residences in the project area. KCI (fka CEC) coordinated continuously with the City of Laredo Utilities Department and Utility Coordination Committee for obtaining locations of utilities, insight into previous and future projects and the role of this project within the entire downtown utility renovation plan.

Flecha – Las Cruces Realignment, Laredo, Texas. This project involved the design of approximately 0.4 miles of a 49' B/B roadway through undeveloped various landowner's properties to connect Las Cruces Drive with Flecha Lane and Mines Road intersection. KCI (fka CEC) was involved in all aspects of deed research, surveying, creation of easements, right-of-way acquisition, planning, design, traffic analysis, utility coordination, utility relocation, drainage, and environmental on the project. The project was a joint effort between the City of Laredo and TxDOT.

Laredo Professional Baseball Stadium, Laredo, Texas. This project involved the site-civil design services for Laredo's Unitrade Stadium adjacent to the Laredo International Airport. KCI (fka CEC) was involved as the civil consultant to HKS Architects in the design and construction of the stadium and surrounding site related improvements, including surveying, utilities, drainage, grading and parking facilities. KCI (fka CEC) also provided designs for the extensions of utilities, service driveways and entrances, pedestrian walkways and an on-site detention pond.

VIVA LAREDO COMPREHENSIVE PLAN
LAREDO, TEXAS

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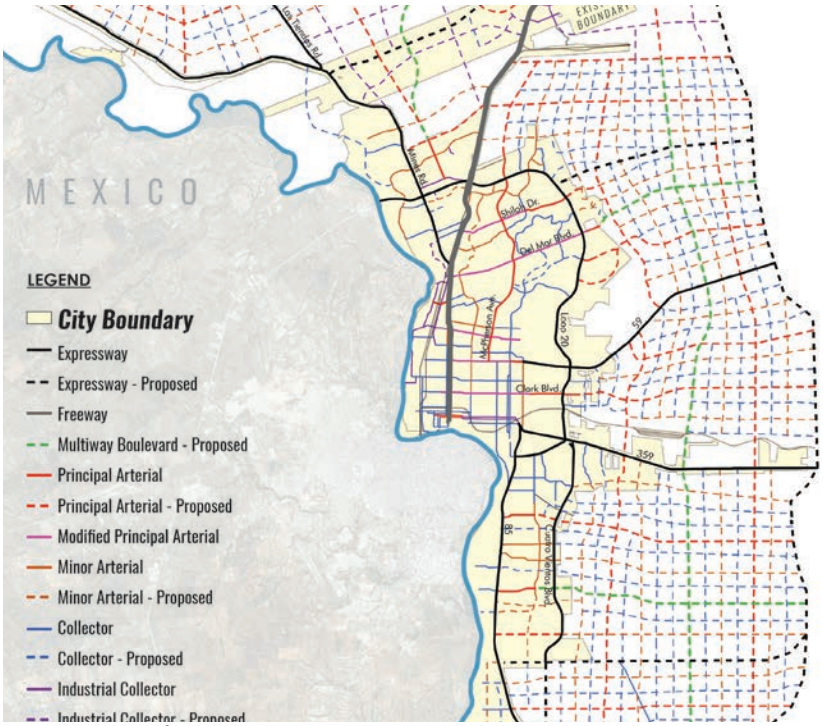


Street network

Community engagement

Our team of professionals collaborated with the city of Laredo to develop its Comprehensive Plan. Viva Laredo is a plan created through an inclusive, participatory public process that presents both grand vision and a practical plan to accomplish those goals. The new Comprehensive Plan ushers in a new era for the city and asks its citizen to participate in its making. The time has come for the 21st century Laredo, the most dynamic city situated on the Texas-Mexican border, by a process that includes the voices of culture, commerce, community, and government. The Project Team lead by Mario Pena, Frank Rotnofsky and Viviana Frank, AIA, of Frank/Hickey-Pena Architects, a joint venture, with Dover Kohl Planners provided the expertise to navigate through each phase in a timely manner.

The Comprehensive Plan process was interactive and bilingual, and included charrettes in multiple areas throughout the city. During the charrettes, the team was able to talk over 800 visitors, meeting attendees, and hands-on participants. Many people followed the project on its website or took part in online conversations and polling in the project's virtual town hall. Newspaper, television, and web coverage of the project was extensive.

Viva Laredo received a 2019 Charter Award of Merit from the Congress for the New Urbanism.

Reference: Orlando Navarro, Planning & MPO Director, City of Laredo, 956-794-1601, planner@ci.laredo.tx.us

90 SQ. MILES
Project Area

12 MONTHS
Timeline

Improvements to street connectivity will encourage the development of complete neighborhoods

A focus on historic preservation and improvements to public spaces and existing buildings will enliven the streets.

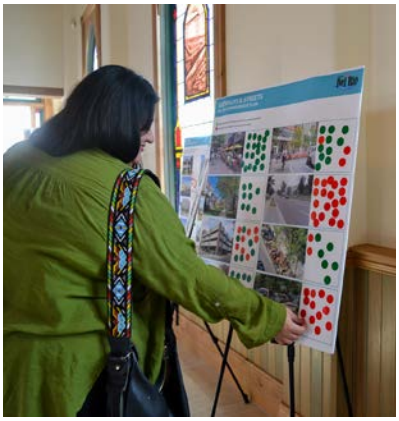
Laredo is a city with significant potential, beginning as a small settlement and quickly evolving into the largest inland port in the United States within a 250-year span. Located along the northern border of Mexico, it has established a mutually beneficial relationship with the Mexican city, Nuevo Laredo, that has helped define its cultural, economic and social ways of life. Dover, Kohl & Partners teamed with local architects, Frank Hickey Peña Joint Venture, to create a detailed Comprehensive Plan to guide the city's growth and development. The goals, objectives, and strategies of the plan involved all aspects of City administration and community life: land use, downtown revitalization, urban design, historic preservation, mobility, housing, sustainability, health, and economic developments.

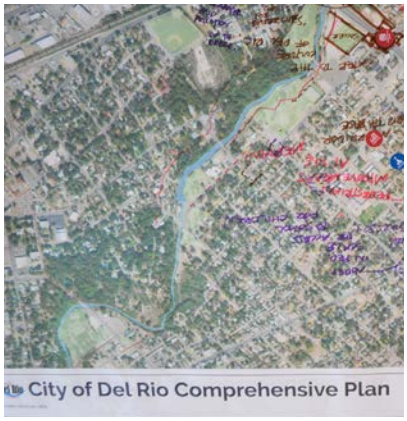
The Process: The City of Laredo Comprehensive Plan process was an interactive, open planning event that focused on the input and
collaboration of the citizens to steer the development of the plan. The plan's vision and goals emerged through a series of small group meetings, large public events, and a ten-day public interactive design charrette in September 2016. During the charrette, the team was able to talk to over 300 citizens and gather their ideas for how Laredo should evolve. Over 2,100 participants took part in the planning process, whether in person or through online conversations.

Status: The Viva Laredo Comprehensive Plan was adopted unanimously by City Council on September 18th, 2017. Changes to Land Development Regulations are in progress. More detailed neighborhood plans are being completed as local initiatives.

DEL RIO COMPREHENSIVE PLAN
DEL RIO, TEXAS

Able City is the key Community Engagement and land use consultant for the Del Rio Comprehensive Plan. Our role is to fully activate and infuse the community's vision into the plan, and this includes an ardent focus on the binational identity of Del Rio. Able City's extensive experience planning border communities was a key asset Del Rio recognized when selecting our team. Understanding the special challenges and opportunities an international bridge represents for a community, we know we need to balance the local need for identity as a special place with multicultural history, and the needs as a place of global trade. Sometimes those two things are at odds, yet we have been learning to synergize them for many decades.





EAGLE PASS DOWNTOWN MASTER PLAN
EAGLE PASS, TEXAS

Able City has completed a full assessment of Eagle Pass's river-fronting downtown as part of an unprecedented downtown revitalization plan. The plan includes economic and cultural development, mobility, recreation, border relations, and river vega improvement strategies. The team has worked with the community in Eagle Pass to fully engage and harness the opportunities given to them by their location along their river/border and to enhance their relationship with their sister city across the river Piedras Negras. The Bi-National collaboration we have helped coordinate will serve as the foundation for a more connected and stronger Eagle Pass/Piedras Negras community. Additionally, our team prepared final construction documents and specifications in compliance with TxDOT and in compliance with ADA and AASHTO standards, as required by the funding agencies. In incorporating these design features, our architects are enabling greater access to natural amenities, regardless of age or ability.

CLYDE DOWNTOWN MASTER PLAN
CLYDE, TEXAS

Clyde's Oak Street District Master Plan addresses the following: To maintain and preserve the integrity of the existing structures, recommend improvements to enhance the Oak - North 1st Streets physical environment through streetscape enhancements, and suggest landscape treatments and wayfinding signage.

Reference: City of Clyde, now Assistant City Manager of Corpus Christi, Keith Selman, 1201 Leopard Street, Corpus Christi, TX 78401, 361-826-3232

EL MILAGRO TOWN PLANNING
MISSION & MCALLEN, TEXAS

The El Milagro community sits on the boundary between Mission and McAllen. The first of its kind in South Texas, the planned unit development was designed together with the Rio Grande Valley community via a 5-day charrette that focused public agencies, economic development organizations, and the private sector toward a common community vision. The master plan employs best practices of the Congress of the New Urbanism to create complete and connected neighborhoods that are walkable, bikeable, sustainable, and affordable.

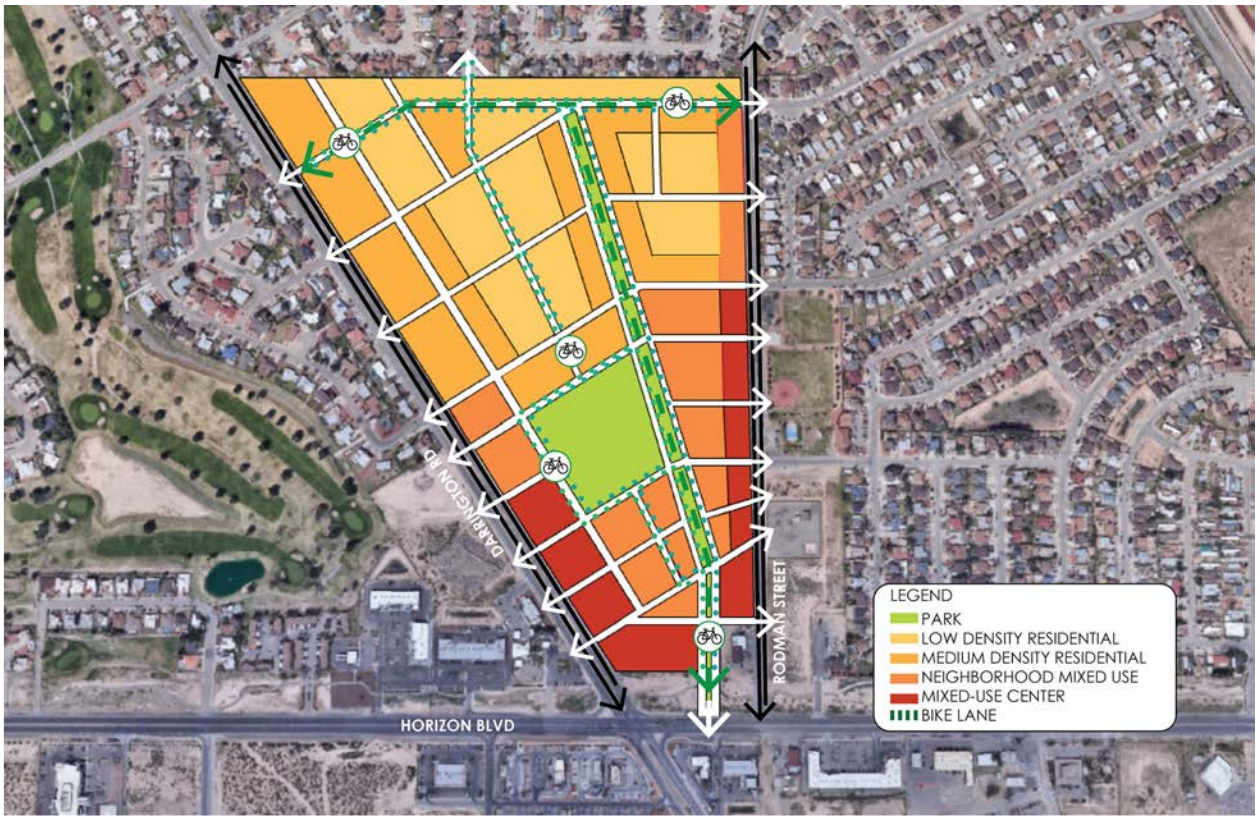
Reference: Rolando Ortiz, Real Estate Development, 4320 University Blvd., Laredo TX 78041, 956-724-7141

SAN ANTONIO UNIFIED DEVELOPMENT CODE AMENDMENT
SAN ANTONIO, TEXAS

The team conducted a general assessment of the existing Unified Development Code, with a significant emphasis on the zoning code, to evaluate how well it implements SA Tomorrow Comprehensive Plan Goals and Policies, in terms of its content, structure, organization, clarity, ease of use, zoning districts and district standards, and procedures.

HORIZON CITY TOD ARCHITECTURAL DESIGN STANDARDS
HORIZON CITY, TEXAS

Able City is currently working on a document that includes a set of architectural design standards and visual guides that can be incorporated into the City's Zoning Ordinance. The proposed standards will complement the existing architecture of the City through the use of appropriate material, scale, and character. The standards will accommodate existing structures and new construction and should balance the need for concise and specific standards that can be clearly understood and implemented with the need for flexibility and creative leeway. We believe it is absolutely necessary that the site be walkable. Parking should be moved off the streets in order to activate the sidewalks and access to the TOD site from the surrounding neighborhood. The architectural design standards Able City our team will create will be a set of recommendations for best practices in design. They are developed to provide insight for designers, developers, and community members in reference to details such as building facades, setbacks, streetscapes, public art, materiality and landscape material. Design guidelines differ from policy documents because design is complicated. Every future project within a TOD Typology district will have it's own unique challenges depending on a neighborhood's context.



CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

ABLE CITY

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature of vendor doing business with the governmental entity

MAY 17, 2022

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

AFFIDAVIT

Project: DEL MAR OVERLAY PROJECT - PLANNING DEPARTMENT

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS §
COUNTY OF WEBB §

MARIO A. PEÑA

Being first duly sworn, deposes and says:

That he/she is ABLE CITY
(a Partner of officer of the firm of, etc.)

The party making the foregoing SOQ or bid, that such SOQ or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said SOQ or bid are true.

Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 17 day of APRIL 2022.

Anabel Villarreal
Notary Public

My Commission Expires February 19, 2024

ANABEL VILLARREAL
Notary Public, State of Texas
Comm. Expires 02-19-2024
Notary ID 128695394

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-876775

Date Filed:
04/21/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Able City LLC
LAREDO, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
CITY OF LAREDO, TEXAS

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFQ FY22-056
DEL MAR OVERLAY PROJECT - PLANNING DEPARTMENT

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
PEÑA, MARIO	LAREDO, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is MARIO A. PEÑA, and my date of birth is 9/22/1978.

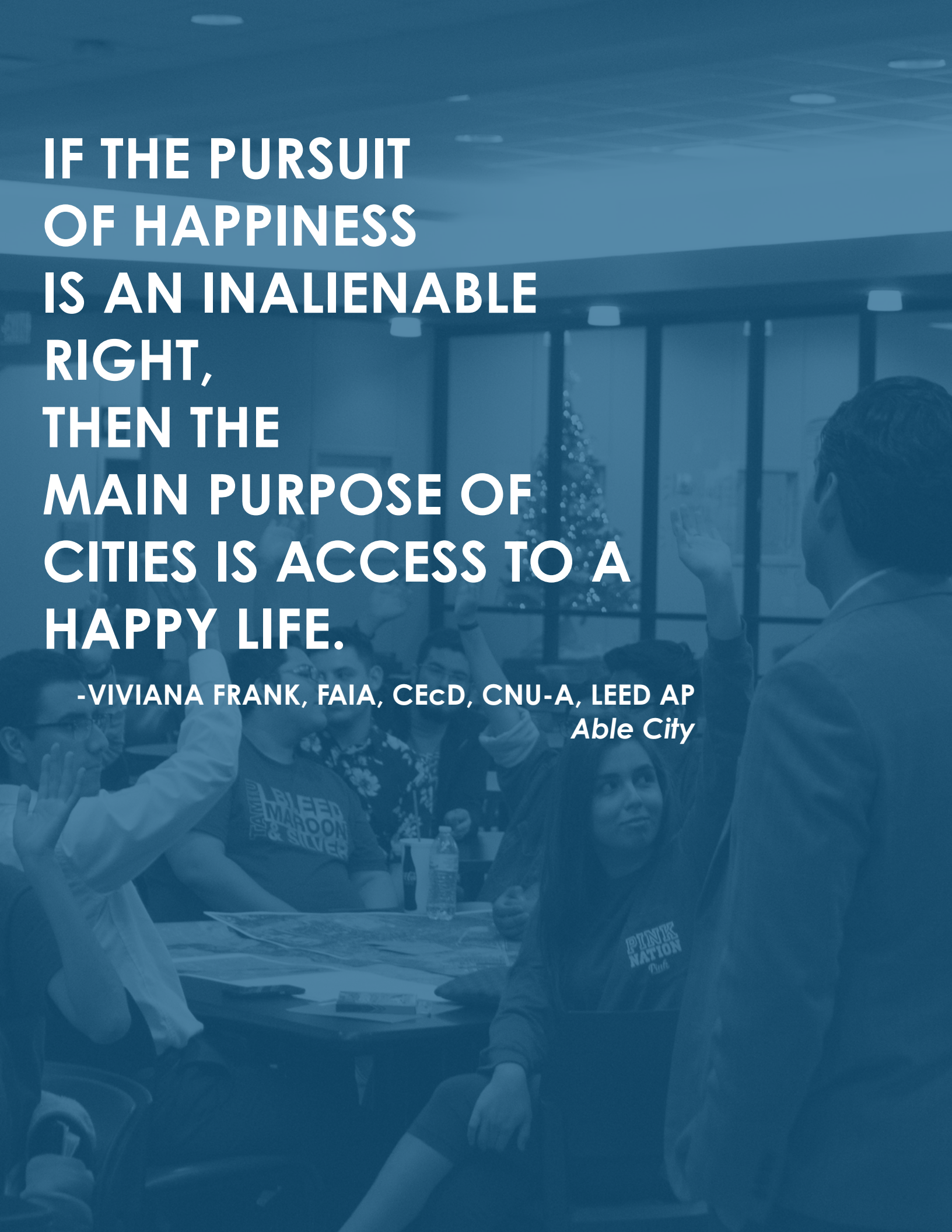
My address is 901 Victoria Street, Suite A (street), Laredo (city), TX (state), 78040 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in WEBB County, State of TEXAS, on the 21 day of APRIL (month), 20 22 (year).

ANABEL VILLARREAL
Notary Public, State of Texas
Comm. Expires 02-19-2024
Notary ID 128695394

Signature of authorized agent of contracting business entity
(Declarant)



IF THE PURSUIT OF HAPPINESS IS AN INALIENABLE RIGHT, THEN THE MAIN PURPOSE OF CITIES IS ACCESS TO A HAPPY LIFE.

-VIVIANA FRANK, FAIA, CEcD, CNU-A, LEED AP
Able City

Supplier Scoring Summary

RFQ FY22-056 - Del Mar Overlay Project - Planning Department - Scoring

Supplier	Rank	Score	RFQ FY22-056 Del Mar	Project Approach	Qualifications	Past work history and R
		100		40	30	30
ABLE CITY llc	1	84.20		33	28	24
Anderson Columbia Co., Inc.	2	36.00		9	13	14
		60.10		20.80	20.40	18.90

RFQ FY22-056

Del Mar Overlay Project - Planning Department

Issue Date: 4/14/2022
Questions Deadline: 5/6/2022 12:00 PM (CT)
Response Deadline: 5/17/2022 05:00 PM (CT)

City of Laredo Purchasing

Contact Information

Contact: Vanessa Guerra
Address: Planning
1413 Houston Street
Laredo, TX 78040
Phone: 1 (956) 794-1604
Email: vguerra@ci.laredo.tx.us

Event Information

Number:	RFQ FY22-056
Title:	Del Mar Overlay Project - Planning Department
Type:	Request For Qualifications
Issue Date:	4/14/2022
Question Deadline:	5/6/2022 12:00 PM (CT)
Response Deadline:	5/17/2022 05:00 PM (CT)
Notes:	Bidders are strongly encouraged to submit their proposals electronically through use of Cit-E-Bid or in person - hand delivery. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.** 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 May 17th, 2022** and all submitted proposals received will be opened and publicly acknowledged at **10:00 A.M. on May 18th, 2022.** 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
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

Del Mar - Project Boundary Map.pdf Download
"Attachment A"

Conflict_of_Interest_Questionnaire-Revised_1-1-2021 (2).pdf Download
Conflict of Interest Questionnaire (CIQ)

Non-Collusive_Affidavit_Form.pdf Download
Non-Collusive Affidavit Form

Form_1295-_Certificate_of_Interested_Parties (2).pdf Download
Form 1295

Requested Attachments

Non-Collusive Affidavit Form

(Attachment required)

Form must be notarized and submitted as part of your RFQ.

Conflict of Interest Questionnaire

(Attachment required)

Form must be signed and submitted as part of your RFQ.

Certificate of Interested Parties Form 1295

This form must be submitted upon award of bid.

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, emails 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 STAMENT 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. A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).
11. **PAYMENTS & INVOICING** All invoices to the City of Laredo have a 30-day term from receipt of completion of services. All invoices must show the purchase order number and invoices shall be legible. 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 Manager 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.
14. In accordance to State of Texas, the City of Laredo follows State practices when awarding any

and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE
OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS
§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT
(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector.
Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☐ I Agree to the Terms and Conditions
(Required: Check if applicable)

2 **Insurance Terms and Conditions**

INSURANCE REQUIREMENTS If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.
(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit.
(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.
(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
(d) Professional Liability, Errors & Omissions coverage, with minimum limits of $1,000,000 per claim/ $2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.
(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.
(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.
(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance.
Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.
(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.
(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.
(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

☐ I agree my insurance meets minumum requirements
(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 it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill. ☐ I certify to the terms and conditions *(Required: Check if applicable)*
4	**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. ☐ I have read and understand this section *(Required: Check if applicable)*

5	**Contract Requirements**

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:
Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☐ I have read and understand this section
(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** *(Required: Maximum 1000 characters allowed)*

8	**State how long under has the business been in its present business name** *(Required: Maximum 1000 characters allowed)*

9	**If applicable, list all other names under which the Business identified above operated in the last five years** *(Required: Maximum 4000 characters allowed)*

10	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

11	**Questions Part 1** 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? *(Required: Maximum 4000 characters allowed)*

12 **Questions Part 2**

1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?

(Required: Maximum 4000 characters allowed)

13 **State if the Company is a certified minority business enterprise**

☐ Historically Underutilized Business (HUB) ☐ Small Disadvantaged Business Enterprise (SCBC)

☐ Disadvantaged Business Enterprise (DBE) ☐ Other

☐ This company is not a certified minority business

(Required: Check only one)

14 **Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

15 **Conflict of Interest Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

16 **Conflict of Interest Questionnaire**

Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?

☐ Yes ☐ No

(Required: Check only one)

17	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
18	**This is a** ☐ New Submission ☐ Correction ☐ Update to previous submission *(Required: Check only one)*
19	**Question 1. Name of person submitting this disclosure form** Please include First Name, Middle Initial, Last Name and Suffix (if applicable) _____ _____ _____ *(Required: Maximum 1000 characters allowed)*
20	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department _____ _____ _____ _____ _____ _____ *(Required: Maximum 4000 characters allowed)*
21	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** _____ _____ _____ _____ _____ _____ *(Required: Maximum 4000 characters allowed)*
22	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.** ☐ Not Applicable ☐ It applies to my business *(Required: Check only one)*

23	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3** If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. *(Optional: Maximum 4000 characters allowed)*
24	**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)*
25	**Question 5. List any individuals or entities that will be subcontractors on this contract** If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. *(Optional: Maximum 4000 characters allowed)*
26	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** ☐ Not Applicable ☐ It applies to my business *(Required: Check only one)*
27	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract. *(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)

33	**Question 9. Updates Required** I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded. ☐ I have read and understand this section *(Required: Check if applicable)*
34	**Question 10. No Contract with City Officials or Staff during Contract Evaluation** I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration. ☐ I have read and understand this section *(Required: Check if applicable)*
35	**Question 11. Conflict of Interest Questionnaire (CIQ)** Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. ☐ I have acknowledge that I have been advised *(Required: Check if applicable)*
36	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date *(Required: Maximum 4000 characters allowed)*
37	**Question 12. Oath** I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. ☐ I swear or affirm information is correct *(Required: Check if applicable)*

Bid Lines

1	**1. INTRODUCTION** The City of Laredo Planning Department is soliciting qualifications from consulting firms to provide professional services to develop the Del Mar Overlay District Ordinance. The purpose of the Del Mar Overlay District Ordinance is to develop and implement the regulations necessary to allow for the redevelopment of a portion of Del Mar Boulevard. **2. STUDY AREA**

The project will encompass those properties located along Del Mar Boulevard, between McPherson Drive and Fenwick Drive as further identified in the attached Project Boundary Map.

3. BACKGROUND

The City of Laredo sits on the north bank of the Rio Grande in south Texas, across from Nuevo Laredo, Tamaulipas Mexico. Founded in 1755, Laredo has grown to be the largest inland port on the Mexican border and functions as a major regional gateway between the U.S. and Mexico. The city's economy is based on international trade with Mexico through its four international bridges, and one railway bridge. To further enhance its trade center position, the city has plans to construct two more bridges, including one rail and one international bridge. Laredo is the focal point of the regional economy, history, and culture. According to the 2020 U.S. Census, Laredo's population is over 255,000 people, with an estimated population of over 635,000 in the cross-border Laredo-Nuevo Laredo Metropolitan Area. By 2045, the Texas Department of Transportation's validated 2008 Travel Demand Model projects Laredo's population to surpass 450,000 people. Such vigorous growth requires equally robust planning for the community's future needs. Del Mar Boulevard is located in the north of Laredo and the is functionally classified as a principal arterial. It serves as a major east-west corridor and in 2018 carried upwards of 27,000 vehicles trips per day in the vicinity of the study area. The 2015 MPO Congestion and Delay Study identified this section of Del Mar as the 12th most congested location in Laredo. All properties within the study area are zoned either R-S (Residential Suburban) or R-1 (Single Family Residential) with the exception of two properties zone R-O (Residential Office). While the R-O zones allow office type uses, neither the R-S or R-1 zones allow commercial type uses. Furthermore, although the Future Land Use element of the Comprehensive Plan designates this area as Low Density Residential, there has been ongoing interest establishing limited neighborhood friendly commercial uses in this area

4.OBJECTIVE(S) OF THE PROJECT:

1. Determine the community's vision for the future of this section of the corridor.

2. Identify recommended strategies for implementing the vision.

3. Develop and adopt an ordinance to implement an overlay district intended to transform

this section of Del Mar Boulevard into a traditional neighborhood main street.

4. Encourage development that provides all the elements of daily life within walking distance.

5. To enhance this area's sense of place, community, and walkability.

6. To balance traffic capacity with safety, placemaking and local character

7. Further the goals of the Comprehensive Plan.

5. SCOPE OF WORK

The City of Laredo is seeking a consultant that can provide all the services necessary to develop an ordinance ready for adoption which will accomplish the objectives of the project.

At a minimum the project work tasks shall include the following:

1. Review of Existing Conditions including but not limited to:

   a. Land Development Code, Subdivision Ordinance, Building Code

   b. Land use, future land use and zoning

   c. Existing Plans and studies

2. Public Involvement:

a. The consultant will design and engage in proactive approach to public input that solicits and incorporates public input during the course of the project and the development of the proposed ordinance.

b. The public participation activities will be designed to reach a broad representation of the community including but not limited to: study area residents, corridor users, school and business-related stakeholders, transit and alternative transportation dependent populations.

c. The consultant will provide various presentations and/or updates to the public, stakeholder groups, Staff, the Planning and Zoning Commission, and the City Council.

3. Develop Recommendations

a. Based on analysis of existing conditions, the comprehensive plan, and public and stakeholder input, develop and provide recommendations for desired land use changes.

b. Cost benefit analysis of proposed recommendations

c. Develop draft and final report

4. Development of Ordinance

a. Consultant will develop an ordinance necessary to implement the preferred recommendations.

5. Adoption

a. Consultant will provide presentation materials and present on the proposed ordinance as necessary through final adoption.

6. PROJECT EVALUATION

1) All submittal packages shall be submitted at the time, place and date specified. Packages submitted late shall be returned unopened to the proponent.

2) All submittal packages received on time become property of the City of Laredo.

3) Submittal packages for this project shall be evaluated initially by a review committee based on the following criteria:

Criteria	Sub-criteria	Weight Points
Project Approach (40 points)	• Firms understanding of project complexity and regional uniqueness • Approach meets the requirements as outlined in the RFQ • Firm's overall approach to the project • Familiarity with the study area	40
Qualifications (30 points)	• Key individuals and or subcontractors (lead persons only) academic and professional credentials	30

Past work history and References (30 points)	• Caliber of referrals • Demonstrated experience of consultant team(s) or individuals (lead persons only) with the development of similar projects • Overall performance of consultant team(s) or individuals (lead persons only) on previous similar projects including quality of work, cost control, and on time completion	30
	Total	100

7. PROJECT MINIMUM REQUIREMENTS:

• Execute the contract, conduct initial meetings with the City of Laredo and other interested groups.

• Develop a draft and final reports including but not limited to: existing conditions, documentation of all public involvement efforts, analysis of relevant factors including but not limited to existing codes, the comprehensive plan, public input and past planning efforts, recommendations, phasing, prioritization, and planning level cost estimates

• Draft and final reports shall be submitted in Word and PDF.

• Develop ordinance necessary to implement preferred recommendations

• Ordinance shall be submitted in Word.

• Prepare all presentation materials, and present as necessary through the adoption of the proposed ordinance.

• Presentations minimum requirements*:

a) One (1) to the public

b) One (1) to the Planning and Zoning Commission

c) One (1) to City Council

*Consultant should assume all presentation will be required in person and occur on separate

days.

The City of Laredo will be sole proprietor of all products of the projects including but not limited to draft and final reports, and ordinance.

8. RESOURCES:

1. Comprehensive Plan of Laredo, Texas

https://www.cityoflaredo.com/LaredoPlanning/comprehensive-plan/

2. Various maps and previous studies compiled by the City of Laredo Planning Department.

http://www.laredompo.org/studies-and-publication/

https://www.cityoflaredo.com/LaredoPlanning/maps/

9. RFQ SUBMITTAL REQUIREMENTS AND RESTRICTIONS

Eight (8) copies of the RFQ shall be submitted in an 8 1/2" x 11" format for review by a Selection Committee. Submittals shall be limited to fifteen (15) pages in length, exclusive of professional resumes, cover sheets, fly leafs, table of contents, dividers, etc., printed on one side and single-spaced. All proposals become the property of the City of Laredo (City). The City reserves the right to reject all proposals and to waive any irregularities.

It is the responsibility of all Consultants to examine the entire RFQ package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal.

The City of Laredo Planning Department staff will serve as the project manager for the project. The City shall not be liable for any costs incurred by the Consultants in response to the RFQ, or any cost incurred in connection with any discussions, correspondence or attendance at interviews or negotiation sessions.

The following items shall be submitted with the proposal. Failure to include any of these items may result in the rejection of a proposal.

1. A cover letter from a principal in the firm submitting the proposal on behalf of their company.

2. Provide a brief discussion of the project approach.

3. Identify scope of work, including all tasks associated with the project and proposed schedule.

4. The qualifications shall be arranged in the following order:

a. General Statement of Firm(s) Qualifications – Provide information on the firm(s) background and experience with similar projects.

b. Qualification of Individuals - Provide brief information on the individuals proposed to work on the project. Detailed resumes can be included in the appendix. Please note each individual role in the study and his or her time commitment for this project. Since specific Scope of Work has not been negotiated please list whether it is anticipated the individual will be a primary or secondary participant and list general task(s) each may be responsible for.

5. Provide a list of projects that the lead persons have worked on that are similar to those being undertaken in this process.

Proposals that include a cost estimate for the development of the project may not be considered.

10. AWARD OF CONTRACT

The selection and award shall be based on the basis of demonstrated competence and qualifications to perform the services based on the evaluation criteria listed in this RFQ; and for a fair and reasonable price. The professional fees under the contract may not exceed any maximum established by law. The City of Laredo reserves the right to review and rank as well as request for a presentation/interview. As an example:

- The interviews will 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.
- Scoring for presentation combined with Q&A to be determined by interview committee.

The City of Laredo reserves the right to reject any or all qualifications statements received.

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

City Council-Regular
Meeting Date: 07/18/2022
Initiated By: Samuel K. Selman, Interim City Manager
Staff Source: Claudio Treviño Jr., Chief of Police

SUBJECT

Healthy and Safe

2022-R-114 Authorizing the Interim City Manager to submit a grant application in the amount of $67,974.00 to the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance for the funding of the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2022. The grant performance period is October 1, 2022, through September 30, 2025. The Bureau of Justice Assistance mandates that this grant allocation be divided equally between the City of Laredo and Webb County; $33,987.00 will be allocated for the LPD Network Specialist and $33,987.00 for Webb County Sheriff's Office equipment, supplies, and training that enhances the department operations. Funding will be available in the Special Police Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The Edward Byrne Memorial Justice Assistance Grant Program is the primary provider of federal criminal justice funding to states and units of local government. This program furthers the Department's mission by assisting state, local, and tribal efforts to prevent and/or reduce crime and violence. In general, JAG funds awarded to a unit of local government may be used to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Recommends that Council approves this resolution.

Fiscal Impact

Fiscal Year:	2023
Bugeted Y/N?:	Y
Source of Funds:	Special Police Grant
Account #:	229
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:

FY 2022 JAG funding: Jurisdiction Allocation $33,987.00 - Laredo, $33,987.00 Webb for a joint allocation of $67,974.00.

Funding will be available in the Special Police Fund.

Attachments

Resolution

RESOLUTION 2022-R-114

AUTHORIZING THE INTERIM CITY MANAGER TO SUBMIT A GRANT APPLICATION IN THE AMOUNT OF $67,974.00 TO THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, BUREAU OF JUSTICE ASSISTANCE FOR THE FUNDING OF THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FY 2022. THE GRANT PERFORMANCE PERIOD IS OCTOBER 01, 2022 THROUGH SEPTEMBER 30, 2025. THE BUREAU OF JUSTICE ASSISTANCE MANDATES THAT THIS GRANT ALLOCATION BE DIVIDED EQUALLY BETWEEN THE CITY OF LAREDO AND WEBB COUNTY; $33,987.00 WILL BE ALLOCATED FOR THE LPD NETWORK SPECIALIST AND $33,987.00 FOR WEBB COUNTY SHERIFF'S OFFICE EQUIPMENT, SUPPLIES, AND TRAINING THAT ENHANCES DEPARTMENT OPERATIONS. FUNDING WILL BE AVAILABLE IN THE SPECIAL POLICE FUND.

Whereas, the Office of Justice Programs, Justice Assistance Grant Program, mandates that this grant be divided equally between the City of Laredo and Webb County; and

Whereas, the Interim 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 pay support staff salaries, equipment, supplies, and training for police operations; and

Whereas, the City of Laredo has agreed that in the event of loss or misuse of the Office of Justice Programs funds, the City of Laredo assures that the funds will be returned to the Office of Justice Programs, Bureau of Justice Assistance in full.

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

Section 1: Authorizing the Interim City Manager to submit a grant application in the amount of $67,974.00 to the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance for the funding of the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2022. The grant performance period is October 01, 2022 through September 30, 2025. The Bureau of Justice Assistance mandates that this grant allocation be divided equally between the City of Laredo and Webb County; $33,987.00 will be allocated for the LPD Network Specialist and $33,987.00 for Webb County Sheriff's Office equipment, supplies, and training that enhances department operations.

Section 2: It authorizes the Interim City Manager to execute all necessary forms and documents to obtain said grant and to effectuate its terms.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2022.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH T. NGUYEN
CITY ATTORNEY

City Council-Regular
Meeting Date: 07/18/2022
Initiated By: Rosario Cabello, Deputy City Manager
Staff Source: Claudio Treviño Jr., Chief of Police

SUBJECT

2022-R-115 Authorizing the Interim City Manager to accept a grant in the amount of $756,565.00 from the Texas Motor Vehicle Crime Prevention Authority to fund the Laredo Auto Theft Task Force for the period of September 1, 2022, through August 31, 2023. This grant pays for salaries, supplies and equipment for the LPD Auto Theft Unit. The grant requires a local match in the amount of $441,969.00 for a total grant amount of $1,198,534.00. Funding is available in the Auto Theft Task Force Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

Established by the 72nd Texas Legislature in 1991, the Texas Automobile Theft Prevention Authority (ATPA) became the first statewide effort to reduce auto theft. The 80th Legislature amended the ATPA mission in House Bill 1887 to also emphasize reducing vehicle burglaries. The resulting agency, the Texas Auto Burglary and Theft Prevention Authority (ABTPA), is in charge with assessing automobile burglary, theft, and economic theft (burglary or theft committed for financial gain) in Texas, analyzing the methods and providing financial support to combat the problems. In 2009, the ABTPA became part of a newly established Texas Department of Motor Vehicles. The name was changed to Moto Vehicle Crime Prevention Authority in 2019.

The Motor Vehicle Crime Prevention Authority (MVCPA) authorized the issuance of the Fiscal Years 2022 and 2023 (FY22-23) Request for Applications (RFA) at its regularly scheduled meeting held on February 25, 2021. MVCPA is authorized in statute to provide grants to local law enforcement to combat motor vehicle theft, burglary from a motor vehicle and/or fraud-related motor vehicle crime.

The MVCPA Board issued the FY22-23 Taskforce Grant Request for Applications (RFA) on May 3, 2021. The FY22-23 RFA posted May 3, 2022 stated that MVCPA will use the same FY22 applications and budget values that were approved by MVCPA. No obligations or expenses may be incurred or made outside the grant period(s).

The continued assistance and support from the Motor Vehicle Crime Prevention Authority grant make the operations that reduce motor vehicle theft and burglary possible.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

That City Council approves this resolution.

Fiscal Impact

Fiscal Year:	2022
Bugeted Y/N?:	Y
Source of Funds:	Grant
Account #:	222
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:

Funding is available in the Auto Theft Task Force Fund.

Attachments

Resolution to Accept

RESOLUTION # 2022-R-115

AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT A GRANT IN THE AMOUNT OF $756,565.00 FROM THE TEXAS MOTOR VEHICLE CRIME PREVENTION AUTHORITY TO FUND THE LAREDO AUTO THEFT TASK FORCE FOR THE PERIOD OF SEPTEMBER 1, 2022 THROUGH AUGUST 31, 2023. THIS GRANT PAYS FOR SALARIES, SUPPLIES AND EQUIPMENT FOR THE LPD AUTO THEFT UNIT. THE GRANT REQUIRES A LOCAL MATCH IN THE AMOUNT OF $441,969.00 FOR A TOTAL GRANT AMOUNT OF $1,198,534.00. FUNDING IS AVAILABLE IN THE AUTO THEFT TASK FORCE FUND.

WHEREAS, under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from the Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement agencies for economic automobile theft enforcement teams and to combat motor vehicle burglary in the jurisdiction; and

WHEREAS, this grant program will assist this jurisdiction to combat motor vehicle burglary and theft; and

WHEREAS, the City of Laredo has agreed that in the event of loss or misuse of the grant funds, City of Laredo assures that the grant funds will be returned in full to the Motor Vehicle Crime Prevention Authority.

WHEREAS, The City of Laredo has designated Rosario Cabello, Deputy City Manager as the Authorized Official; Jose F. Castillo, Acting Finance Director as the Financial Officer; and Assistant Chief Miguel A. Rodriguez, Jr. as the Program Director.

WHEREAS, the Deputy City Manager, is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Motor Vehicle Crime Prevention Authority Grant Program and all other necessary documents to accept said grant; and

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

Authorizing the Interim City Manager to accept a grant in the amount of $756,565.00 from the Texas Motor Vehicle Crime Prevention Authority to fund the Laredo Auto Theft Task Force for the period of September 1, 2022 through August 31, 2023. This grant pays for salaries, supplies and equipment for the LPD Auto Theft Unit. The grant requires a local match in the amount of $441,969.00 for a total grant amount of $1,198,534.00. Funding is available in the Auto Theft Task Force Fund.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2022.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
ANA SOPHIA GARCIA
ASSISTANT CITY ATTORNEY

City Council-Regular
Meeting Date: 07/18/2022
Initiated By: Samuel K. Selman, Interim City Manager
Staff Source: Claudio Treviño, Jr., Chief of Police

SUBJECT

Healthy and Safe

2022-R-117 Authorizing the Interim City Manager to execute an addendum to the existing Memorandum of Understanding between the City of Laredo Police Department and the Constituent Organizations of the Laredo Texas Anti-Gang Center (TAG) for the purpose of adding the U.S. Department of Justice, U.S. Marshals Service, Southern District of Texas (USM) as a Constituent Organization of the TAG Center. The U.S. Marshals Service agrees to the terms and conditions of the MOU attached as Exhibit "A". The mission of the TAG Center is to further the ability of law enforcement agencies to identify, deter, disrupt, and dismantle criminal organizations operating in or affecting Laredo, Texas and the surrounding region. This addendum is at no cost to the City of Laredo.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Resolution 2022-R-056 executing Memorandum of Understanding between the City of Laredo Police Department (LPD) and the Constituent Organizations participating in the Laredo Texas Anti-Gang Center was approved by City Council on 3/21/2022.

BACKGROUND

The Laredo Texas Anti-Gang Center (TAG) is a state-of-the-art facility in which representatives from participating agencies (LPD, WCSO, WZCDAO, DPS, ATF, DEA, FBI, HSI, OFO, USAO, USBP) co-locate to cooperate and collaborate more efficiently and effectively on intelligence, investigatory, and operational activities related to combating the shared threat of criminal organizations operating in and affecting the region surrounding and including Laredo, Texas. Cooperation among these different law enforcement agencies in addressing the threat posed by criminal organizations further the ability of these agencies to fulfill their mission, which consequently, further the public good. This addendum will add the U.S. Department of Justice, U.S. Marshals Service, Southern District of Texas (USM) as a Constituent Organization of the TAG Center. This has no cost to the City and requires no local match.

COMMITTEE RECOMMENDATION
None.

STAFF RECOMMENDATION
Recommends the approval of this Resolution.

Fiscal Impact

Fiscal Year:	2022
Bugeted Y/N?:	Y
Source of Funds:	Grant
Account #:	229-2331
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
No Financial Impact.

Attachments

Exhibit A
Addendum to existing MOU
Resolution No. 2022-R-117

MEMORANDUM OF UNDERSTANDING

AMONG THE CONSTITUENT

ORGANIZATIONS OF THE

LAREDO

TEXAS ANTI-GANG CENTER

I. Background and Purpose

Due to various factors, the region surrounding and including Laredo, Texas is a primary center for gangs and other organizations engaged in serious criminal activity. Multiple law enforcement agencies at the federal, state, and local level are responsible for the investigation and prosecution of these criminal organizations. Cooperation among these different law enforcement agencies in addressing the threat posed by criminal organizations furthers the ability of these agencies to fulfill their mission, which, consequently, furthers the public good. The agencies listed in this MOU previously agreed to establish the Laredo, Texas Anti-Gang Center (TAG Center). The TAG Center is a state-of-the-art facility in which representatives from these law enforcement agencies co-locate to cooperate and collaborate more efficiently and effectively on intelligence, investigatory, and operational activities related to combating the shared threat of criminal organizations operating in and affecting the region.

II. Mission Statement

The mission of the TAG Center is to further the ability of law enforcement agencies to identify, deter, disrupt, and dismantle criminal organizations operating in or affecting Laredo, Texas and the surrounding region.

III. Structure

A. Constituent Organizations

(1) City of Laredo Police Department (LPD);

(2) Webb County Sheriff's Office (WCSO);

(3) Webb & Zapata County District Attorney's Office (WZCDAO);

(4) Department of Public Safety of the State of Texas, South Texas Region (DPS);

(5) U.S. Department of Justice, Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF), Houston Field Division;

(6) U.S. Department of Justice, Drug Enforcement Administration, Laredo Division (DEA);

(7) U.S. Department of Justice, Federal Bureau of Investigation, San Antonio Division (FBI);

(8) U.S. Department of Homeland Security, Immigration and Customs Enforcement, Homeland Security Investigations, San Antonio Field Office (HSI);

(9) U.S. Department of Homeland Security, Customs and Border Protection, Office of Field Operations, Laredo Division (OFO);

(10) U.S. Department of Justice, United States Attorney's Office, Southern District of Texas (USAO);

(11) U.S. Department of Homeland Security, Customs and Border Protection, Border Patrol, Laredo Sector (USBP).

B. TAG Components

(1) Executive Board. The TAG Center is governed by an executive board (Board) made up of a representative of each of the Constituent Organizations, each having an equal vote on all matters before the Board. Only the Board has authority to take any action with respect to the TAG Center as long as the action complies with this MOU and applicable law. The Board meets quarterly, or as needed. Quorum is three-fourths of all Constituent Organizations. When possible, the Board prefers to approve decisions through unanimous consent, but may approve matters before it by a two-thirds vote of members present. An individual member of the Board may participate in meetings by designating a specific individual to serve as a proxy for that member. The proxy has the same authority as the member to act on behalf of the Constituent Organization.

(2) Supervisors' Working Group. A Supervisors' Working Group is made up of the first and second-line supervisors for each Constituent Organization working at the TAG Center. The purpose of the Supervisors' Working Group is to provide an established forum to address issues related to the interaction of the Constituent Organizations on an informal basis. The Supervisors' Working Group does not have authority to make a binding decision on behalf of the TAG Center, but may make recommendations to the Board. The Supervisors' Working Group meets at least bi-weekly.

(3) Informal Working Groups. To facilitate a productive and organized working environment, the Constituent Organizations may choose to form other informal working groups to discuss issues of common interest. Informal working groups may be formed without the approval of the Board. Informal working groups do not have authority to make a binding decision on behalf of the TAG Center. Informal working groups may make recommendations to the Board.

C. Administrator. Subject to the availability of funding, the TAG Center will have an administrator. The Administrator is responsible for ensuring the day-to-day functioning of the TAG Center, including overseeing facilities, equipment, and security. The Administrator will oversee all reporting in connection with grant awards and have administrative authority to coordinate meetings and satisfy grant requirements. The Administrator will perform any other duties assigned by the Board. The Administrator will not have any operational or command authority over any of the Constituent Organizations or any employee or contractor. The Board will recommend the selection of the Administrator. LPD, who holds the fiduciary responsibility of the TAG grant, in conjunction with the Board, will oversee the Administrator's performance. LPD, as the fiduciary, will have final authority on all parties regarding the performance and selection of the Administrator.

D. Agency Personnel. Each Constituent Organization will be entitled to have its employees or contractors working at the TAG Center as long as they are approved by the Board. Individuals working at the TAG Center remain as employees, task force officers, or contractors of the Constituent Organization, and are subject to the Constituent Organization's exclusive control. Any Constituent Organization may include individuals who are employees or contractors of another governmental entity that is not a Constituent Organization only if those individuals are detailed to that Constituent Organization or subject to the control of that Constituent Organization as part of a joint task force or Multi-agency operational unit and if permitted under a separate agreement for purposes related to the mission of the TAG Center. In such cases, that Constituent Organization will be responsible for those individuals to the same extent as the Constituent Organization's employees.

IV. Commitments of the Constituent Organizations

Each Constituent Organization commits to further the mission of the TAG Center by acting with a general spirit of cooperation and collaboration with the other Constituent Organizations on matters related to the TAG Center, and specifically by:

A. Identifying and pursuing opportunities to improve the sharing of information in its possession that is related to the mission of the TAG Center with other Constituent Organizations;

B. Identifying and pursuing opportunities to collaborate with other Constituent Organizations on the gathering, analysis and reporting of intelligence related to criminal organizations operating in or affecting the region; and

C. Identifying and pursuing opportunities to coordinate with other Constituent Organizations on the prioritization, planning, execution, and review of investigations and operational activities related to the mission of the TAG Center. The goal is to maximize the disruption of activities that pose a danger to the public, ensure the successful prosecution of those committing criminal offenses, and increase intelligence sharing on criminal organizations operating in or affecting the region.

V. Activities

Constituent Organizations' conduct and activity related to the mission of the TAG Center is performed exclusively under the respective Constituent Organizations' independent authorities. This MOU does not transfer or bestow any legal authority to any individual or entity, provide for the deputization of any individual or entity, or establish any unified or shared chain-of-command. Nothing in this MOU authorizes any Constituent Organization, or any group of Constituent Organizations, to require any other Constituent Organization to undertake any operational, investigatory, or intelligence-related activity.

VI. Information Management

A. Further Dissemination of Information. Unless otherwise provided for by law or separate agreement, Constituent Organizations may not disseminate any information shared at or in connection with the TAG Center by any of the Constituent Organizations without the written consent of the Constituent Organization from which the information originated.

B. Information Requests. Each Constituent Organization remains individually responsible for processing any external requests for information related to the TAG Center that is directed to it whether such request is regarding the legal release of federal or state public information, discovery in the context of legal proceedings, or otherwise. To the extent that such requests encompass information that originated from another Constituent Organization, the Constituent Organization processing that request will consult with the Constituent Organization from which the information originated prior to releasing the information, Constituent Organizations must notify the Administration of all information requests it receives related to the TAG Center.

C. Media Communications. The Board may designate one of the Constituent Organizations or a specific individual to serve as the primary media point-of-contact for the TAG Center. The Board may make a designation on a case-by-case basis to correspond with specific activities. Any statements or releases of information to the media or responses to media inquiries on behalf of the TAG Center will be made exclusively by the Board's designated point-of-contact, or, if none, by LPD. Each Constituent Organization, however, may independently make a statement or release of information to the media to respond to media inquiries with respect to any activities of the respective organization that relate to the TAG Center.

VII. Facilities, Equipment, and Supplies

A. Use and Control. The Board will specify terms or conditions regarding the use and disposition of any facilities, equipment or supplies that are provided for common use by the Constituent Organizations at the TAG Center, subject, however, to any existing legal rights regarding the ownership or control of any such facilities, equipment, or supplies. Nothing in this MOU authorizes any Constituent Organization to exercise any control over the property of another Constituent Organization without consent merely because such property is located at the TAG Center.

B. Security of the TAG Facility. Dissemination of any sensitive confidential information by the Constituent Organizations of details regarding the TAG Center that could compromise the security of law enforcement personnel or law enforcement activity, including dissemination of the TAG Center's location, security features, and technological capabilities, should be limited to those individuals with a mission-related need-to-know basis. No Constituent Organization may receive any mail, parcels, or packages at the TAG Center. No Constituent Organization may allow the physical presence of any arrestees, suspects, informants, witnesses, or victims at the TAG Center. The Board will specify procedures for admitting guests to the common areas of the TAG Center.

VIII. Funding

A. TAG Center. Grant funds awarded to LPD, as the fiscal agent, from the Texas Office of the Governor's Criminal Justice Division (CJD) is the source of the funding for the TAG Center. Except as otherwise provided in this MOU, no Constituent Organization is obligated to provide funding in support of the TAG Center.

B. Personnel, Activities, and Basic Equipment. Individuals working at the TAG Center remain as employees or contractors of their respective Constituent Organization. The Constituent Organization retains full responsibility for providing any compensation and benefits owed to its personnel for work performed in connection with the TAG Center. Each Constituent

Organization will bear its own costs in performing any activity related to the TAG Center, and will not seek reimbursement from any other Constituent Organization, unless it is travel that has been previously approved by LPD. Each Constituent Organization remains responsible for providing, at its own expense, any basic equipment or supplies to its personnel working at the TAG Center that are necessary for those individuals to perform their duties, to the extent such equipment or supplies are not otherwise provided.

C. Enhanced Security or Specialized Equipment. To the extent any Constituent Organization requires its allotted physical space at the TAG Center to be enhanced with additional security features or requires any specialized equipment or supplies beyond that which is provided to all Constituent Organizations, the Constituent Organization requiring such enhancements or additional materials will be solely responsible for all costs.

D. Compliance with Funding Terms. The funds for the TAG Center are to be utilized under the applicable rules of the grant award, to which rules are specifically stated under the CJD's Guide to Grants produced by the Governor's Office. Therefore, the Board may not directly utilize TAG funding unless the Board goes through the existing rules that are applicable to the Constituent Organization holding fiduciary responsibility, currently LPD.

IX. Liability and Indemnification

Each Constituent Organization is responsible for its own actions, including that of its personnel or contractors that are performed in connection with the TAG Center. Any liability arising from the actions of the Constituent Organization will be borne solely by the Constituent Organization that performed the action creating the liability.

X. Lead Organization

Any actions that must be performed on behalf of the TAG Center and that are not clearly the responsibility of any individual Constituent Organization and cannot be performed by the Administrator will be, unless otherwise provided by the Board, the responsibility of LPD as the fiscal agent.

XI. Effective Date and Termination

This MOU takes effect upon full execution and terminates four years from that date.

XII. Amendments

All Constituent Organizations must mutually agree to any amendments in writing.

XIII. Addition to and Withdrawal from the TAG Center

A. Additions. Additional agencies may be invited or request to have a physical presence at the TAG Center with the majority approval (two-thirds) of Constituent Organizations. If that additional agency requesting a physical presence is also invited to serve on the Board and become a Constituent Organization, unanimous Board approval is required. Any additions to the list of Constituent Organizations provided in this MOU may occur by a written amendment signed by all Constituent Organizations then existing and the joining organization. In the event any additional agencies agree and are approved to become a Constituent Organization of the TAG Center, the joining organization will be considered a Constituent Organization for purposes of this MOU, any reference to "Constituent Organizations" in this MOU will be construed as including the joining organization, and any

policies or procedures previously adopted and applicable to all Constituent Organizations will be equally applicable to the joining organization. Should the joining Constituent Organization offer any additional resources, assets, or personnel belonging to the joining Constituent Organization, the joining Constituent Organization will check with the TAG Administrator for space availability and infrastructure support availability.

B. Withdrawal. Any of the Constituent Organizations may withdraw from the TAG Center upon 30 days' written notice to the Board. Upon the effective date of the withdrawal, the TAG Center will no longer consider the withdrawing organization a Constituent Organization for purposes of this MOU. Any reference to "Constituent Organizations" in this MOU will be construed as not including the withdrawn organization. Any withdrawing organization must return or surrender to the TAG Center any TAG Center provided equipment or supplies upon the effective date of the withdrawal.

XIV. Duration of the TAG Center

The TAG Center continues in effect until dissolved by any of the following actions:

A. Written agreement signed by all Constituent Organizations;
B. Operation of law; or
C. Loss of funding for the TAG Center.

City of Laredo Police Department (LPD)

BY: _____
Signature

SAMUEL KEITH SELMAN
Printed Name / City Manager

6/29/22
Date

BY: _____
Signature

CLAUDIO TREVIÑO, JR.
Printed Name / Chief of Police

Attested:

BY: _____
Signature

José Valdez Jr
Printed Name / City Secretary

Approved as to form:

BY: _____
Signature

Ana Sophia Garcia
Printed Name / Asst. City Attorney

Webb County Sheriff's Office (WCSO)

BY: M. Cuellar sheriff

Signature

Martin Cuellar sheriff

Printed Name / Title

Webb and Zapata County District Attorney's Office (WZCDAO)

BY: _____

Signature:

Isidro R. Alaniz, District Attorney

Printed Name & Title

Department of Public Safety of the State of Texas, South Texas Region (DPS)

BY: Victor Escalon

Signature:

Victor Escalon, Regional Director

Printed Name & Title

U.S. Department of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), Houston Field Division

BY: NOEL RANGEL Digitally signed by NOEL RANGEL Date: 2022.06.13 16:20:21 -05'00'

Signature

Noel R. Rangel, Acting Special Agent in Charge

Printed Name & Title

U.S. Department of Justice, Drug Enforcement Administration, Laredo Division (DEA)

BY: _____

Signature

Richard Clough, ASAC DEA

Printed Name & Title

U.S. Department of Justice, Federal Bureau of Investigation, San Antonio Field Division (FBI)

BY:

Signature

Oliver E. Rich Jr, SAC

Printed Name & Title

U.S. Department of Homeland Security, Immigration and Customs Enforcement, Homeland Security Investigations San Antonio Field Office (HSI)

BY: Digitally signed by SHANE M FOLDEN
Date: 2022.05.03 15:55:14 -05'00'

Signature

Shane M. Folden, Special Agent in Charge

Printed Name & Title

U.S. Department of Homeland Security, Customs and Border Protection, Office of Field Operations, Laredo Division, (OFO)

BY: Maria C Doralina

Signature

Maria C Doralina, (A) ADFO Border Security

Printed Name & Title

U.S. Department of Justice, United States Attorney's Office, Southern District of Texas (USAO)

BY: Jennifer B. Lowery
Signature

Jennifer B. Lowery, United States Atorney
Printed Name & Title

U.S. Department of Homeland Security, Customs and Border Protection, Border Patrol, Laredo Sector (USBP)

BY: _____

Signature

Carl Landrum, CPA

Printed Name & Title

Addendum to Existing Memorandum of Understanding Between the Constituent Organizations of the Laredo Texas Anti-Gang Center

This Addendum ("Addendum") is hereby incorporated into the existing Memorandum of Understanding between the Constituent Organizations of the Laredo Texas Anti-Gang Center ("TAG CENTER").

The existing Constituent Organizations of the TAG CENTER – City of Laredo Police Department (LPD), Webb County Sheriff's Office (WCSO), Webb & Zapata County District Attorney's Office (WZCDAO), Department of Public Safety, South Texas Region (DPS), U.S. Department of Justice, Bureau of Alcohol Tobacco, Firearms and Explosives, Houston Field Division (ATF), U.S. Department of Justice, Drug Enforcement Administration, Laredo Division (DEA), U.S. Department of Justice, Federal Bureau of Investigation, San Antonio Field Division (FBI), U.S. Department of Homeland Security, Immigration and Customs Enforcement, Homeland Security Investigations San Antonio Field Office (HSI), U.S. Department of Homeland Security, Customs and Border Protection, Office of Field Operations, Laredo Division (OFO), U.S. Department of Justice, United States Attorney's Office, Southern District of Texas (USAO), U.S. Department of Homeland Security, Customs and Border Protection, Border Patrol, Laredo Sector (USBP) – met as members of the TAG CENTER Executive Board on April 6th, 2022, and unanimously voted to invite the U.S. Department of Justice, U.S. Marshals Service, Southern District of Texas (USM) to become a Constituent Organization of the TAG CENTER.

By the signature below, the U.S. Department of Justice, U.S. Marshals Service, Southern District of Texas (USM) accepts the invitation to become a Constituent Organization of the TAG CENTER and agrees to the terms and conditions of the Memorandum of Understanding attached as Exhibit "A". By their signatures below, the existing Constituent Organizations of the TAG CENTER unanimously approve the addition of the U.S. Department of Justice, U.S. Marshals Service, Southern District of Texas (USM) as a Constituent Organization of the TAG CENTER

* * *

EXECUTED this _____ day of _____, 2022.

City of Laredo Police Department (LPD),

BY: _____
Signature

Samuel Keith Selman
Interim City Manager

ATTESTED:

_____
Signature

Jose A. Valdez
City Secretary

APPROVED AS TO FORM:

_____
Signature

Ana Sophia Garcia
Assistant City Attorney

Webb County Sheriff's Office (WCSO),

BY: _____
Signature

_____
Printed Name

_____
Title

Webb and Zapata County District Attorney's Office (WZCDAO),

BY: _____
Signature

_____
Printed Name

_____
Title

Department of Public Safety of the State of Texas, South Texas Region (DPS),

BY: _____
Signature

_____
Printed Name

_____
Title

U.S. Department of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives, Houston Field Division (ATF),

BY: _____
Signature

_____
Printed Name

_____
Title

U.S. Department of Justice, Drug Enforcement Administration, Laredo Division (DEA),

BY: _____
Signature

_____
Printed Name

_____
Title

U.S. Department of Justice, Federal Bureau of Investigation, San Antonio Field Division (FBI),

BY: _____
Signature

_____
Printed Name

_____
Title

U.S. Department of Homeland Security, Immigration and Customs Enforcement, Homeland Security Investigations San Antonio Field Office (HSI),

BY: _____
Signature

_____
Printed Name

_____
Title

U.S. Department of Homeland Security, Customs and Border Protection, Office of Field Operations, Laredo Division (OFO),

BY: _____
Signature

_____
Printed Name

_____
Title

U.S. Department of Justice, United States Attorney's Office, Southern District of Texas (USAO),

BY: _____
Signature

_____
Printed Name

_____
Title

U.S. Department of Homeland Security, Customs and Border Protection, Border Patrol, Laredo Sector (USBP),

BY: _____
Signature

_____
Printed Name

_____
Title

U.S. Department of Justice, U.S. Marshals Service, Southern District of Texas (USM),

BY: _____
Signature

_____
Printed Name

_____
Title

RESOLUTION NO. 2022-R-117

AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AN ADDENDUM TO THE EXISTING MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAREDO POLICE DEPARTMENT AND THE CONSTITUENT ORGANIZATIONS OF THE LAREDO TEXAS ANTI-GANG CENTER (TAG) FOR THE PURPOSE OF ADDING THE U.S. DEPARTMENT OF JUSTICE, U.S. MARSHALS SERVICE, SOUTHERN DISTRICT OF TEXAS (USM) AS A CONSTITUENT ORGANIZATION OF THE TAG CENTER. THE U.S. MARSHALS SERVICE AGREES TO THE TERMS AND CONDITIONS OF THE MOU ATTACHED AS EXHIBIT "A". THE MISSION OF THE TAG CENTER IS TO FURTHER THE ABILITY OF LAW ENFORCEMENT AGENCIES TO IDENTIFY, DETER, DISRUPT, AND DISMANTLE CRIMINAL ORGANIZATIONS OPERATING IN OR AFFECTING LAREDO, TEXAS AND THE SURROUNDING REGION. THIS ADDENDUM IS AT NO COST TO THE CITY OF LAREDO.

Whereas, the Interim City Manager is authorized to apply for, accept, reject, alter or terminate this grant on behalf of the City of Laredo; and

Whereas, the City of Laredo accepted a grant in the amount of $1,086,949.50 from the Office of the Governor's Public Safety Office Homeland Security Grants Division to fund the Texas Anti-Gang Program FY2023; and

Whereas, the City of Laredo finds it in the best interest of the citizens of Laredo that the 2023 Texas Anti-Gang Program be operated for the 05/01/2022 to 08/31/2023 grant year; and

Whereas, the City of Laredo use these funds to directly support and/or enhance a regional, multidisciplinary approach using coordinated gang prevention, intervention and suppression efforts through a Texas Anti-Gang (TAG) Center; and

Whereas, the City of Laredo has agreed that in the event of loss or misuse of funds, the City of Laredo assures that the funds will be returned to the Office of the Governor's Public Safety Office Homeland Security Grants Division.

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

Section 1: Authorizes the Interim City Manager to execute an addendum to the existing Memorandum of Understanding between the City of Laredo Police Department and the Constituent Organizations of the Laredo Texas Anti-Gang Center (TAG) for the purpose of adding the U.S. Department of Justice, U.S. Marshals Service, Southern District of Texas (USM) as a Constituent Organization of the TAG Center. The U.S. Marshals Service agrees to the terms and conditions of the MOU attached as Exhibit "A". The mission of the TAG Center is to further the ability of law enforcement agencies to identify, deter, disrupt, and dismantle criminal organizations operating in or affecting Laredo, Texas and the surrounding region. This addendum is at no cost to the City of Laredo.

Section 2: It authorizes the Interim City Manager to execute all necessary documents to execute this addendum and effectuate its term.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2022.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
ANA SOPHIA GARCIA
ASSISTANT CITY ATTORNEY

Police 61.

City Council-Regular

Meeting Date: 07/18/2022

Initiated By: Samuel K. Selman, Interim City Manager

Staff Source: Claudio Treviño, Jr., Chief of Police; Yvette Limon, Bridge Director; Miguel A. Pescador, Purchasing Agent

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SUBJECT

Healthy and Safe

Consideration to rescind purchase contracts awarded to RZ Communications, Laredo, Texas, for the purchase of forty-two (42) mobile computer terminals (MCTs) for the new patrol units, eight (8) MCTs for Park Police units, and (2) MCTs for Port Police units in the amounts of $236,029.32, $46,796.56 and $11,710.92, respectively. Vendor has not been able to deliver the equipment and no set time of arrival has been provided.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Original PO 354713 for 42 Panasonic MCTs with RZ Communication was approved by council on 12/06/2021.
Original PO 353964 for 8 Panasonic MCTs with RZ Communications was approved by council on 11/15/2021.
PO 354009 for the purchase of 2 MCTs for Port Police was issued on 11/24/2021.

BACKGROUND

Authorization is requested to rescind the contracts with RZ Communication for the following purchase orders:

RZ Communications	Qty	Total	Account Number
PO353964- MCTs for Parks Police	8	$ 49,796.56	401-9872-535-9001 PD1901
PO354713- MCTs for New Patrol Units	42	$236,029.32	402-4310-535-9004 PD2202
PO354009- MCTs for Port Police	2	$ 11,710.92	553-4055-585-9004

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

It is recommended that these purchase contracts be rescinded.

Fiscal Impact

Fiscal Year:	2022
Bugeted Y/N?:	Y
Source of Funds:	Various
Account #:	401/402/553

Change Order: Exceeds 25% Y/N: N/A

FINANCIAL IMPACT:

Funding to rescind contracts is available in the Capital Improvements Fund, the 2018 PPFCO Bond, and in the Bridge Department Budget.

Police 62.

City Council-Regular

Meeting Date: 07/18/2022

Initiated By: Samuel K. Selman, Interim City Manager

Staff Source: Claudio Treviño, Jr., Chief of Police; Yvette Limon, Bridge Director; Miguel A. Pescador, Purchasing Agent

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SUBJECT

Healthy and Safe

Authorizing the Interim City Manager to authorize a purchase contract with Ramco Rugged Portables, Austin, Texas, for the purchase of fifty-two (52) mobile computer terminals (MCTs) through GSA MAS contract pricing in the amount of $270,354.56. The MCTs were previously ordered through RZ Communications; however, vendor has not been able to deliver the equipment and no set time of arrival has been provided. Purchase orders for RZ Communications will be canceled. Forty-two (42) MCTs are for new patrol units, eight (8) are for Park Police units, and two (2) are for Port Police. Funding is available in the Capital Improvements Fund, in the 2018 PPFCO Bond and in the Bridge Department Budget contingent upon the rescindment of RZ Communications contracts.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

Original PO354713 for 42 Panasonic MCTs with RZ Communications was approved by council on 12/06/2021.
Original PO353964 for 8 Panasonic MCTs with RZ Communications was approved by council on 11/15/2021.
PO354009 for the purchase of 2 MCTs for Port Police was issued on 11/24/2021.

BACKGROUND

Authorization is requested to purchase 52 mobile computer terminals (MCTs) through GSA MAS Contract # 47QTCA19D00MM.

The MCT GETAC provides the officers emergency call information and is capable of dispatching officers to law enforcement incidents. It also allows the officer to create incident, accident, field contact, and citation reports. Another purpose for this device is the access to police dash cam video.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this purchase be approved.

Fiscal Impact

Fiscal Year:	2022
Bugeted Y/N?:	Y
Source of Funds:	Various
Account #:	401/402/553
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:

Funding is available in the following accounts:

Description	Qty	Total	Account Number
GETAC MCTs for 42 Patrol Units	42	$217,077.84	402-4310-535-9004 PD2202
GETAC MCTs for 8 Patrol Units	8	$42,939.68	401-9872-535-9004 PD1901
GETAC MCTs for 2 Port Police Units	2	$10,337.04	553-4055-585-9004
	52	**$270,354.56**	

Attachments

Quotes

Ramco Rugged Portables
3894 Mannix Drive #208
Phone - 877-878-5943
Email - jeremy@ramcorugged.com

QUOTATION

Account # LPD956
Quote # 1565329
Date 08-Jul-22
Page 1

Laredo Police Dept
4712 Maher Ave
Laredo, TX 78041

Terms Net 30 Days
Ship Via UPS Ground Coll
FOB Abacus
Reference # 8 F-150S
Contact Gabriel Rodman
Phone # (956)795-2010

Salesperson Jeremy Putnam (R)

Ln #	Item # / Customer Item # / Description	Mfg / DC	Ship Date / Request Date	Quantity	Unit Price	Ext Price
1	B360 FULLY RUGGED MSRP - $5057.00 GETAC : B360,i7-10510U Proc,W/Win HelloWcam,Win10Prox64w/16GB RAM,512GB PCIe SSD,SunRdbl FullHD LCD 1400nits+Tscreen+stylus,US KBD+US Pwr,Memb BLit KBD,Wifi+BT+4G LTE(EM7511)w/ integ GPS/Glonass+Pthrough,RS232+VGA,SC Rdr,RJ45, HDMI,3YWB2B	GETAC		8	3,264.05000	26,112.40
2	EXT WARRANTY MSRP - $649.00 GETAC : Bumper to Bumper + Extended Warranty- Laptop (Year 4 & 5) - Getac, B360 Fully rugged, Bumper-to-Bumper+Extended Warranty, 5, Years	GETAC		8	518.16000	4,145.28
3	VEHICLE ADAPTER MSRP - $114.95 GETAC : LIND 11-16V DC vehicle adapter/charger with Bare Wires	GETAC		8	78.95000	631.60
4	GAMBER DOCK MSRP - $1543.00 GETAC : B360 - Gamber Johnson, Vehicle Dock, with Tri Pass-through (ex. vehicle adapter)	GAMBER		8	715.29000	5,722.32
7	CLEVIS MSRP - $115.00 PMT ADJUSTABLE TILT FOR NOTEBOOKS, VESA 75, GJ AND HAVIS BOLT PATTERNS	GAMBER		8	82.15000	657.20
8	590GBL000866 Customer Specific - Laredo PD - Dock Swap Labor Only - Solution includes Installation labor, travel expenses and project management to deinstall the upper mounting equipment, install the customer provided Getac dock, and new upper mounting equipment. Solution assumes the customer has lower mounting equipment installed and is the equipment is working order. Pricing is based on the customer providing a minimum of 5 vehicles per location per day per tech.	GETAC		8	509.92000	4,079.36
9	MOUSETRAP NO TILT MSRP - $303.00 PMT MOUSETRAP MOUNT WITH NO TILT	GAMBER		8	198.94000	1,591.52

QUOTE VALID FOR 7 DAY(S)

Authorized Signature

Please note effective July 6th, 2018, predicated on the rules dictated by The Office of the U.S. Trade Representative (USTR) Section 301 investigation into Chinese intellectual property and technology transfer issues. Section 301Tariff, COO China products may be subject to the applicable tariff up to 25%.

Ramco Rugged Portables
3894 Mannix Drive #208
Phone - 877-878-5943
Email - jeremy@ramcorugged.com

QUOTATION

Account # LPD956
Quote # 1565329
Date 08-Jul-22
Page 2

Laredo Police Dept
4712 Maher Ave
Laredo, TX 78041

Terms Net 30 Days
Ship Via UPS Ground Coll
FOB Abacus
Reference # 8 F-150S
Contact Gabriel Rodman
Phone # (956)795-2010

Salesperson Jeremy Putnam (R)

Ln #	Item # / Customer Item # / Description	Mfg / DC	Ship Date / Request Date	Quantity	Unit Price	Ext Price
GSA MAS Contract #47QTCA19D00MM						

Subtotal:	42,939.68
Order Total:	42,939.68

QUOTE VALID FOR 7 DAY(S)

Authorized Signature

Please note effective July 6th, 2018, predicated on the rules dictated by The Office of the U.S. Trade Representative (USTR) Section 301 investigation into Chinese intellectual property and technology transfer issues. Section 301Tariff, COO China products may be subject to the applicable tariff up to 25%.

Ramco Rugged Portables
3894 Mannix Drive #208
Phone - 877-878-5943
Email - jeremy@ramcorugged.com

QUOTATION

Account # LPD956
Quote # 1565325
Date 08-Jul-22
Page 1

Laredo Police Dept
4712 Maher Ave
Laredo, TX 78041

Terms Net 30 Days
Ship Via UPS Ground Coll
FOB Abacus
Reference #
Contact Gabriel Rodman
Phone # (956)795-2010

Salesperson Jeremy Putnam (R)

Ln #	Item # / Customer Item # Description	Mfg / DC	Ship Date Request Date	Quantity	Unit Price	Ext Price
1	B360 FULLY RUGGED MSRP - $5057.00 GETAC : B360,i7-10510U Proc,W/Win HelloWcam,Win10Prox64w/16GB RAM,512GB PCIe SSD,SunRdbl FullHD LCD 1400nits+Tscreen+stylus,US KBD+US Pwr,Memb BLit KBD,Wifi+BT+4G LTE(EM7511)w/ integ GPS/Glonass+Pthrough,RS232+VGA,SC Rdr,RJ45, HDMI,3YWB2B	GETAC		42	3,264.05000	137,090.10
2	EXT WARRANTY MSRP - $649.00 GETAC : Bumper to Bumper + Extended Warranty- Laptop (Year 4 & 5) - Getac, B360 Fully rugged, Bumper-to-Bumper+Extended Warranty, 5, Years	GETAC		42	518.16000	21,762.72
3	VEHICLE ADAPTER MSRP - $114.95 GETAC : LIND 11-16V DC vehicle adapter/charger with Bare Wires	GETAC		42	78.95000	3,315.90
4	GAMBER DOCK MSRP - $1543.00 GETAC : B360 - Gamber Johnson, Vehicle Dock, with Tri Pass-through (ex. vehicle adapter)	GAMBER		42	715.29000	30,042.18
7	CLEVIS MSRP - $115.00 PMT ADJUSTABLE TILT FOR NOTEBOOKS, VESA 75, GJ AND HAVIS BOLT PATTERNS	GAMBER		42	82.15000	3,450.30
8	590GBL000866 Customer Specific - Laredo PD - Dock Swap Labor Only - Solution includes Installation labor, travel expenses and project management to deinstall the upper mounting equipment, install the customer provided Getac dock, and new upper mounting equipment. Solution assumes the customer has lower mounting equipment installed and is the equipment is working order. Pricing is based on the customer providing a minimum of 5 vehicles per location per day per tech.	GETAC		42	509.92000	21,416.64

GSA MAS Contract #47QTCA19D00MM

Subtotal:	217,077.84
Order Total:	217,077.84

QUOTE VALID FOR 7 DAY(S)

Authorized Signature

Please note effective July 6th, 2018, predicated on the rules dictated by The Office of the U.S. Trade Representative (USTR) Section 301 investigation into Chinese intellectual property and technology transfer issues. Section 301Tariff, COO China products may be subject to the applicable tariff up to 25%.

Ramco Rugged Portables
3894 Mannix Drive #208
Phone - 877-878-5943
Email - jeremy@ramcorugged.com

QUOTATION

Account # LPD956
Quote # 1565770
Date 08-Jul-22
Page 1

Laredo Police Dept
4712 Maher Ave
Laredo, TX 78041

Terms Net 30 Days
Ship Via UPS Ground Coll
FOB Abacus
Reference #
Contact Gabriel Rodman
Phone # (956)795-2010

Salesperson Jeremy Putnam (R)

Ln #	Item # / Customer Item # / Description	Mfg / DC	Ship Date / Request Date	Quantity	Unit Price	Ext Price
1	B360 FULLY RUGGED MSRP - $5057.00 GETAC : B360,i7-10510U Proc,W/Win HelloWcam,Win10Prox64w/16GB RAM,512GB PCIe SSD,SunRdbl FullHD LCD 1400nits+Tscreen+stylus,US KBD+US Pwr,Memb BLit KBD,Wifi+BT+4G LTE(EM7511)w/ integ GPS/Glonass+Pthrough,RS232+VGA,SC Rdr,RJ45, HDMI,3YWB2B	GETAC		2	3,264.05000	6,528.10
2	EXT WARRANTY MSRP - $649.00 GETAC : Bumper to Bumper + Extended Warranty- Laptop (Year 4 & 5) - Getac, B360 Fully rugged, Bumper-to-Bumper+Extended Warranty, 5, Years	GETAC		2	518.16000	1,036.32
3	VEHICLE ADAPTER MSRP - $114.95 GETAC : LIND 11-16V DC vehicle adapter/charger with Bare Wires	GETAC		2	78.95000	157.90
4	GAMBER DOCK MSRP - $1543.00 GETAC : B360 - Gamber Johnson, Vehicle Dock, with Tri Pass-through (ex. vehicle adapter)	GAMBER		2	715.29000	1,430.58
7	CLEVIS MSRP - $115.00 PMT ADJUSTABLE TILT FOR NOTEBOOKS, VESA 75, GJ AND HAVIS BOLT PATTERNS	GAMBER		2	82.15000	164.30
8	590GBL000866 Customer Specific - Laredo PD - Dock Swap Labor Only - Solution includes Installation labor, travel expenses and project management to deinstall the upper mounting equipment, install the customer provided Getac dock, and new upper mounting equipment. Solution assumes the customer has lower mounting equipment installed and is the equipment is working order. Pricing is based on the customer providing a minimum of 5 vehicles per location per day per tech.	GETAC		2	509.92000	1,019.84

GSA MAS Contract #47QTCA19D00MM

Subtotal:	10,337.04
Order Total:	10,337.04

QUOTE VALID FOR 7 DAY(S)

Authorized Signature

Please note effective July 6th, 2018, predicated on the rules dictated by The Office of the U.S. Trade Representative (USTR) Section 301 investigation into Chinese intellectual property and technology transfer issues. Section 301Tariff, COO China products may be subject to the applicable tariff up to 25%.

Tax 63.

City Council-Regular

Meeting Date: 07/18/2022

Initiated By: Rosario Cabello, Deputy City Manager

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Dora A. Maldonado, RTA, CPM, Tax Assessor-Collector

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SUBJECT

Approving adjustments to the tax roll for the month of June 2022. The amounts adjusted represent a decrease of $24,324.19 for prior year taxes and a decrease of $28,470.97 for current year taxes. The aggregate adjustment represents a decrease of $52,795.16. These adjustments are determined by value changes reported by the Webb County Appraisal District.

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:

Bugeted Y/N?:

Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

For the month of June 2022, tax revenues decreased by $52,795.16.

Attachments

Tax Adjustment Reports

PREPARED 7/07/22, 17:29:21 | TAX ADJUSTMENT LISTING | All account types | PAGE 40
PROGRAM TX420L | 6/01/22 - 6/30/22 | All roll codes
City of Laredo | BY TRANSACTION DATE
RECAP TOTALS BY YEAR/ROLL/PERIOD

YR/ROLL/PD	+ BASE	PAYMT REF	PYMT VOID	- BASE	CR REF	+/-TX DUE	TRANS FRM	TRANS TO
17 R 1	.00	.00	331.24	1167.25-	1104.68	.00	1104.68	1104.68-
17 TOTALS	.00	.00	331.24	1167.25-	1104.68	.00	1104.68	1104.68-
18 R 1	267.21	.00	.00	1219.52-	1099.48	.00	2324.36	4553.81-
18 TOTALS	267.21	.00	.00	1219.52-	1099.48	.00	2324.36	4553.81-
19 R 1	998.16	.00	.00	7198.75-	4390.11	.00	14286.69	12748.65-
19 TOTALS	998.16	.00	.00	7198.75-	4390.11	.00	14286.69	12748.65-
20 R 1	2461.19	.00	.00	18465.23-	7584.71	.00	27129.26	16835.24-
20 TOTALS	2461.19	.00	.00	18465.23-	7584.71	.00	27129.26	16835.24-
21 R 1	6638.91	.00	129.39	35109.88-	18634.02	.00	29538.24	39140.85-
21 TOTALS	6638.91	.00	129.39	35109.88-	18634.02	.00	29538.24	39140.85-
TOTALS	10365.47	.00	460.63	63160.63-	32813.00	.00	74383.23	74383.23-

Tax Adjustments June 2022

	Prior Years Tax Year 2020 and Prior	Current Year Tax Year 2021	Total
+BASE	$ 3,726.56	$ 6,638.91	
-BASE	$ (28,050.75)	$ (35,109.88)	
Total	**$ (24,324.19)**	**$ (28,470.97)**	**$ (52,795.16)**

PREPARED 7/01/22, 10:53:25
PROGRAM TX450L
City of Laredo

TAX PERIOD-TO-DATE RECAP
6/01/22 - 6/30/22 UPDATED THRU 6/30/22
FINAL TOTALS ALL ROLL CODES

GEO-BASED
ALL ENTITIES

		PREVIOUS BALANCES	ORIGINAL TRANSACTIONS	TRANSACTIONS THIS PERIOD: ADJUSTMENTS TO ORIGINAL	TRANSACTIONS THIS PERIOD: ADJUSTMENTS TO PREVIOUS	TRANSACTIONS THIS PERIOD: NET ADJUSTMENTS	ENDING BALANCES
	BASE TAX BILLED	1634,207,794.19		6,007.17	58,802.33-	52,795.16-	1634,154,999.03
-	BASE TAX PAID	1625,602,155.60	2,259,135.18	3,080.79-	24,632.94-	27,713.73-	1627,833,577.05
-	BASE PAID FROM DEFERRED						2,734.03-
+/-	ADJUSTMENTS TO UNPAID TAX	2,734.03-					6,318,687.95
=	OUTSTANDING BASE TAX	8,602,904.56					
	CHARGES LEVIED						
-	CHARGES PAID						
+/-	ADJUSTMENTS TO UNPAID CHARGES						
=	OUTSTANDING CHARGES						
OTHER PAID:							
	PENALTY	25,312,076.86	72,582.74	454.32-	98.68	355.64-	25,384,303.96
	INTEREST	9,969,516.83	56,112.32	993.49-	113.71	879.78-	10,024,749.37
	COLLECTION FEE	13,495,887.34	62,088.69	1,306.94-	232.73	1,074.21-	13,556,901.82
	DISCOUNT						
	UNAPPLIED	120,260.43	23,206.82	1,211.18-	2,039.09-	3,250.27-	140,216.98
	DEFERRED						
	TOTAL PAID	1674,499,897.06	2,473,125.75	7,046.72-	26,226.91-	33,273.63-	1676,939,749.18

City Council-Regular
Meeting Date: 07/18/2022
Initiated By: Riazul Mia, Assistant City Manager
Initiated By: Riazul Mia, Assistant City Manager

Staff Source: Arturo Garcia, Utilities Director & Tina Martinez, CD Director

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SUBJECT

Dynamic and Sustainable

2022-R-048 Accepting the Conveyance of Tract 1 A 20-foot Utility and Access Easement over and across a 0.6894 acre tract of land, more or less, situated in Porcion 35, Abstract 546, Jose Miguel Diaz, Original Grantee and Survey 2149, Abstract 594, R. H. Rains, Original Grantee, within the limits of the City of Laredo, in Webb County, Texas being out and part of that certain 358.54 acre tract, as described on deed records in Volume 3801, pages 143-147 of the official public records of Webb County, Texas, and being more particularly described by metes and bounds in attached Exhibit “A & B” and depicted on Exhibit “C” attached hereto and made part hereof. Also, Tract 2 A Utility and Access Easement over and across a 0.5508 acre tract of land, more or less, situated in Survey 2149, Abstract 594, R.H. Rains, Original Grantee within the limits of the City of Laredo, in Webb County, Texas, being out and part of that certain 358.54 acre tract, as described on deed records of Webb County, Texas and being more particularly described by metes and bounds in attached Exhibit “A & B” and depicted on Exhibit “C” attached hereto and made part hereof.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

The City of Laredo is requesting said easements to accommodate a proposed 24-inch Transmission Main from Ejido to Sierra Vista Booster Station. Watson-Laredo Company, Ltd., The Dolly Richer Watson Memorial Foundation, James Kenton Jones, Jr., Julia E. Jones Rubio, Margaret H. Jones Hagelman f/ka/ Margaret H. Jones Hopson, Julia Watson Jones, B.P. and Peggy Newman Properties, L.P. and HFK Development, LLC, has agreed to grant the City of Laredo this easement through the attached easement documents.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends the approval of this Resolution.

Fiscal Impact

Fiscal Year:	2022
Bugeted Y/N?:	N/A
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:
No financial impact. Will be accounted for in the Fixed Asset System.

Attachments

Utility and Access Easement
Survey- Exhibit A, B, C
Resolution 2022-R-48

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.

PUBLIC UTILITY AND ACCESS EASEMENT

Date: May ____, 2022

Grantor: Watson-Laredo Company, LTD
Dolly Richter Watson Memorial Foundation James Kenton Jones, Jr. Secretary
James Kenton Jones
Julia Elizabeth Jones Rubio
Margaret H. Jones Hagelman f/ka/ Margaret H. Jones Hopson
James K Jones Jr Independent Executor of the Estate of Julia Watson Jones
B.P. and Peggy Newman Properties, L.P.

Grantor's Address: Watson-Laredo Company, Ltd.
107 Norman Drive
Laredo, Texas 78045

Dolly Richter Watson Memorial Foundation
107 Norman Drive
Laredo, Texas 78045

James Kenton Jones
306 Belair Drive
Laredo, Texas 78041

Julia Elizabeth Jones Rubio
8 Manor Place
Laredo, Texas 78041

Margaret H. Jones Hagelman f/ka/ Margaret H. Jones Hopson
1035 N. Magnolia Ave.
Luling, Texas 78041

James K Jones Jr Independent Executor of
the Estate of Julia Watson Jones, Deceased
611 Martens
Laredo, Texas 78041

B.P. and Peggy Newman Properties, L.P
2801 E. Montgomery Street
Laredo, Texas 78043

Grantee: City of Laredo, a Municipal Corporation.

Grantee's Address: 1110 Houston St.

P.O. Box 579
Laredo, Webb County, Texas 78042-0579

Easement Property: **Tract 1** A 20-foot Utility and Access Easement over and across a 0.6894 acre tract of land, more or less, situated in Porcion 35, Abstract 546, Jose Miguel Diaz, Original Grantee and Survey 2149, Abstract 594, R. H. Rains, Original Grantee, within the limits of the City of Laredo, in Webb County, Texas being out an part of that certain 358.54 acre tract, as described on deed recorded in Volume 3801, Pages 143-147 of the Official Public Records of Webb County, Texas, and being more particularly described by Metes and Bounds in attached Exhibit "A" and depicted on Exhibit "C" attached hereto and made part hereof.

Tract 2 A Utility and Access Easement over and across a 0.5508 acre tract of land, more or less, situated in Survey 2149, Abstract 594, R.H. Rains, Original Grantee, and Porcion 36, Abstract 473, Laureano Salinas, Original Grantee within the limits of the City of Laredo, in Webb County, Texas, being out an part of that certain 358.54 acre tract, as described on deed recorded in Volume 3801, Pages 143-147 of the Official Public Records of Webb County, Texas, and being more particularly described by Metes and Bounds in attached Exhibit "B" and depicted on Exhibit "C" attached hereto and made part hereof.

Easement Purpose: To give Grantee the right to accommodate and maintain a proposed 24-inch Transmission Main from Ejido to Sierra Vista Booster Station with full and unimpeded access from the same tract of land for the limited purpose of accessing the Easement property herein granted.

Grantor, for and in consideration of the sum of Ten Dollars and No/100 cents ($10.00), and other good and valuable consideration in hand paid by the Grantee herein named, the receipt of which is hereby fully acknowledged and confessed, has GRANTED, SOLD, CONVEYED and DEDICATED and by these presents does hereby GRANT, SELL, CONVEY and DEDICATE unto Grantee, a Utility and Access Easement.

This conveyance, however, is made and accepted subject to any and all validly existing encumbrances, easements, mineral leases, conditions and restrictions, relating to the hereinabove described property and now reflected by the Official Property Records, of Webb County, Texas.

TO HAVE AND TO HOLD the same perpetually to Grantee, together with the right and privilege, at any and all times, to enter said premises, or any part thereof, for the purpose of constructing, reconstructing, replacing, repairing and maintaining said water meter and utility lines, including all necessary laterals and appurtenant facilities.

Grantor hereby binds itself and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend the easement and rights granted herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or attempting to claim the same or any part thereof.

Executed on this _____ day of _____, 2022.

Watson-Laredo Company, LTD
Dolly Richter Watson Memorial Foundation James Kenton Jones, Jr. Secretary
James Kenton Jones
Julia Elizabeth Jones Rubio
Margaret H. Jones Hagelman f/ka/ Margaret H. Jones Hopson
James K Jones Jr Independent Executor of the Estate of Julia Watson Jones
B.P. and Peggy Newman Properties, L.P.

By: _____
Title: _____
Print Name: _____

By: _____
Title: _____
Print Name: _____

By: _____
Title: _____
Print Name: _____

By: _____
Title: _____
Print Name: _____

By: _____
Title: _____
Print Name: _____

By: _____
Title: _____
Print Name: _____

By: _____
Title: _____
Print Name: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WEBB §

This instrument was acknowledged before me on the ___ day of _____, 2022, by _____ on behalf of said corporation.

_____
Notary Public, State of Texas

Printed Name: _____

(SEAL)

My Commission Expires: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WEBB §

This instrument was acknowledged before me on the ___ day of _____, 2022, by _____ on behalf of said corporation.

_____
Notary Public, State of Texas

Printed Name: _____

(SEAL)

My Commission Expires: _____

ACKNOWLEDGMENT

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COUNTY OF WEBB §

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_____
Notary Public, State of Texas

Printed Name: _____

(SEAL)

My Commission Expires: _____

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COUNTY OF WEBB §

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_____
Notary Public, State of Texas

Printed Name: _____

(SEAL)

My Commission Expires: _____

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COUNTY OF WEBB §

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_____
Notary Public, State of Texas

Printed Name: _____

(SEAL)

My Commission Expires: _____

ACKNOWLEDGMENT

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COUNTY OF WEBB §

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_____
Notary Public, State of Texas

Printed Name: _____

(SEAL)

My Commission Expires: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WEBB §

This instrument was acknowledged before me on the ___ day of _____, 2022, by _____ on behalf of said corporation.

_____
Notary Public, State of Texas

Printed Name: _____

(SEAL)

My Commission Expires: _____

AFTER RECORDING RETURN TO:

Norma Martinez
City of Laredo-Real Estate
1301 Farragut Street, 2nd Floor
Laredo, Texas 78040

EXHIBIT A

20' UTILITY & UTILITY ACCESS EASEMENT
TRACT 1 – 0.6894 ACRE TRACT
Being out and part of
Porcion 35 ~ Abstract 546 ~ Jose Miguel Diaz, Original Grantee
Survey 2149 ~ Abstract 594 ~ R.H. Rains, Original Grantee
Within the limits of the
City of Laredo, Webb County, Texas

Being a 0.6894 Acre tract of land, more or less, situated in Porcion 35, Abstract 546, Jose Miguel Diaz, Original Grantee and Survey 2149, Abstract 594, R.H. Rains, Original Grantee, within the limits of the City of Laredo, in Webb County, Texas, being out an part of that certain 358.54 Acre tract, as described on deed recorded in Volume 3801, Pages 143-147 of the Webb County Deed Records; and more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod found for an exterior corner in the westerly boundary line of the HFK Development, LLC 15.196 Acre Tract recorded in Volume 4882, Pages 21-33 of the Webb County Deed Records, for the most northerly corner of the herein described tract and the **POINT OF BEGINNING;**

THENCE South 13°11'03" East, 20.28 Feet, along said westerly boundary line of HFK 15.196 Acre Tract to a ½" iron rod set for the northeast corner of this tract;

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

South 67°19'07" West, 270.33 feet, to a ½" iron rod set for an interior deflection corner to the left;
South 47°18'01" West, 301.38 feet, to a ½" iron rod set for an interior deflection corner to the left;
South 36°43'44" West, 257.68 feet, to a ½" iron rod set for an interior deflection corner to the left;
South 53°16'16" East, 638.64 feet, to a ½" iron rod set for an exterior deflection corner to the right;
South 31°33'07" East, 8.34 feet, to a ½" iron rod set on the northerly boundary line of the HFK Development, LLC 9.89 Acre Tract, recorded in Volume 5131, Pages 38-50, Webb County Deed Records for the southeast corner of this tract;

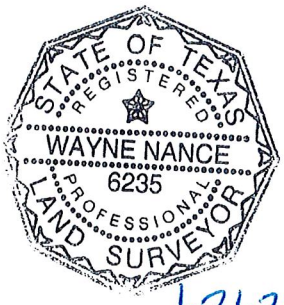
THENCE South 48°06'22" West, 20.33 Feet, along said northerly boundary line of HFK 9.89 Acre Tract to a ½" iron rod set for the southwest corner of this tract;

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

North 31°33'07" West, 8.15 feet, to a ½" iron rod set for an interior deflection corner to the left;
North 53°16'16" West, 654.80 feet, to a ½" iron rod set for an exterior deflection corner to the right;
North 36°43'44" East, 279.53 feet, to a ½" iron rod set for an exterior deflection corner to the right;
North 47°18'01" East, 306.76 feet, to a ½" iron rod set for an exterior deflection corner to the right;
North 67°19'07" East, 277.20 feet, to a ½" iron rod set in the westerly boundary line of said HFK 15.196 Acre Tract for the most northerly corner of the herein described tract and the **POINT OF BEGINNING.**

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

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



1-21-22

Witness my Hand and Seal

Wayne Nance, R.P.L.S

EXHIBIT B

UTILITY & UTILITY ACCESS EASEMENT
TRACT 2 – 0.5508 ACRE TRACT
Being out and part of
Survey 2149 ~ Abstract 594 ~ R.H. Rains, Original Grantee
Porcion 36 ~ Abstract 473 ~ Laureano Salinas, Original Grantee
Within the limits of the
City of Laredo, Webb County, Texas

Being a 0.5508 Acre tract of land, more or less, situated in Survey 2149, Abstract 594, R.H. Rains, Original Grantee, and Porcion 36 ~ Abstract 473 ~ Laureano Salinas, Original Grantee within the limits of the City of Laredo, in Webb County, Texas, being out an part of that certain 358.54 Acre tract, as described on deed recorded in Volume 3801, Pages 143-147 of the Webb County Deed Records; and more particularly described by metes and bounds as follows:

COMMENCING from a ½" iron rod found for the southwest corner of the HFK Development, LLC 9.89 Acre Tract recorded in Volume 5131, Pages 38-50 of the Webb County Deed Records, THENCE North 89°21'51" East, 5.50 feet to a ½" iron rod set for the northwest corner of the herein described tract and the **POINT OF BEGINNING;**

THENCE North 89°21'51" East, 20.00 Feet, along southerly boundary line of said HFK 9.89 Acre Tract to a ½" iron rod set for the northeast corner of this tract;

THENCE South 00°38'09" East, 816.27 Feet, to a ½" iron rod set in the northerly right-of-way line of Pita Mangana Road for the southeast corner of this tract;

THENCE South 89°22'48" West, 390.01 Feet, along the northerly right-of-way line of Pita Mangana Road to a ½" iron rod set for the southwest corner of this tract;

THENCE North 00°37'12" West, 20.72 Feet, to a ½" iron rod set for an exterior deflection corner to the right of this tract;

THENCE North 89°22'48" East, 370.00 Feet, to a ½" iron rod set for an interior deflection corner to the left of this tract;

THENCE North 00°38'09" West, 795.55 Feet, to a ½" iron rod set in the southerly boundary line of said HFK 9.89 Acre Tract for the northwest corner of the herein described tract and the **POINT OF BEGINNING.**

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

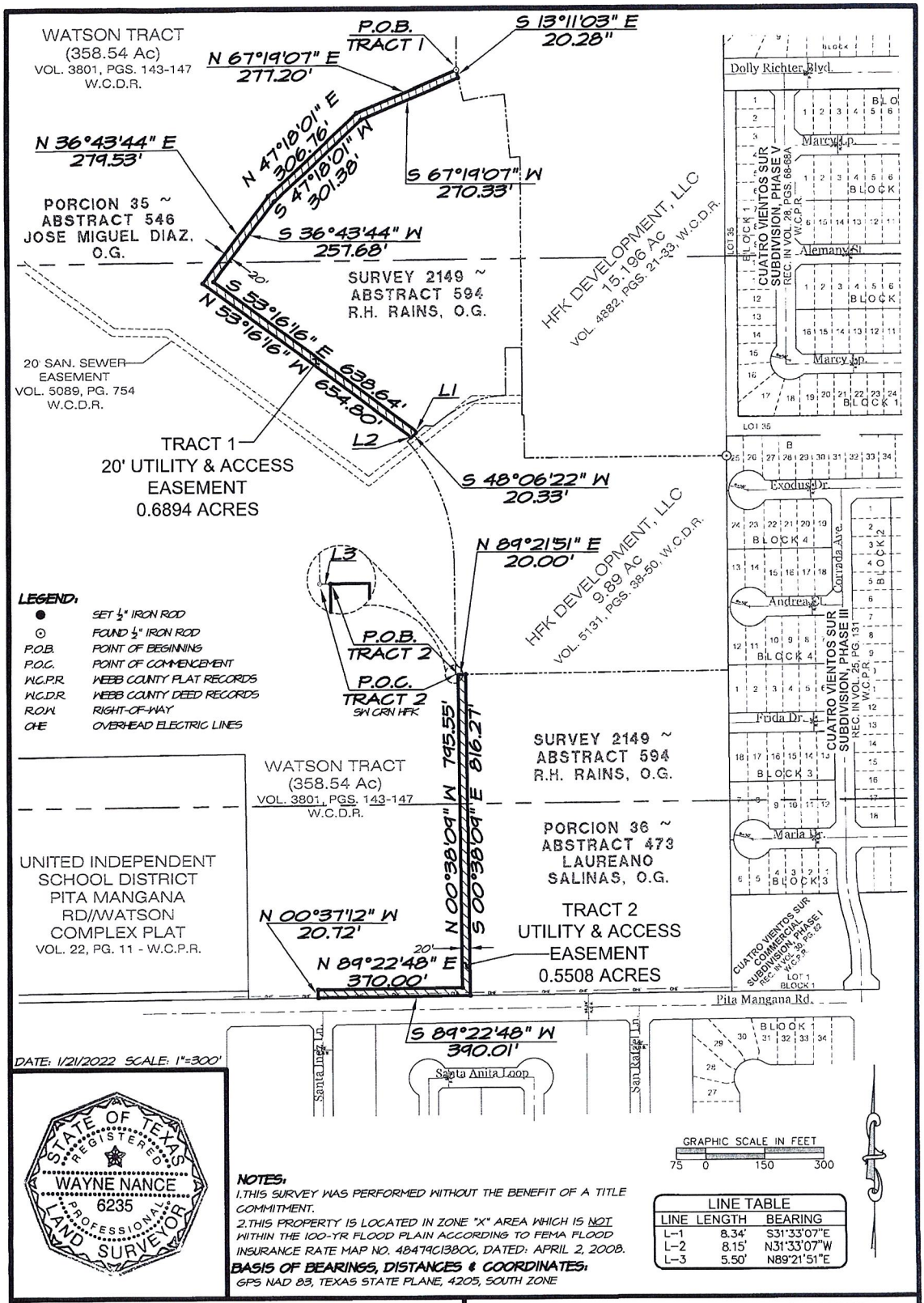
I, Wayne Nance, the undersigned Registered Professional Land Surveyor, Number 6235, do hereby certify that the metes and bounds description shown hereon is true and correct to my best knowledge and belief and that it was prepared from an actual survey made on the ground and from office records available,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

Witness my Hand and Seal

Wayne Nance, R.P.L.S

1.21.22

EXHIBIT C



DATE: 1/21/2022 SCALE: 1"=300'

STATE OF TEXAS
REGISTERED
WAYNE NANCE
6235
PROFESSIONAL
LAND SURVEYOR

NOTES:

1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
2. THIS PROPERTY IS LOCATED IN ZONE "X" AREA WHICH IS NOT WITHIN THE 100-YR FLOOD PLAIN ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NO. 48479C1380C, DATED: APRIL 2, 2008.

BASIS OF BEARINGS, DISTANCES & COORDINATES:
GPS NAD 83, TEXAS STATE PLANE, 4205, SOUTH ZONE

LINE TABLE		
LINE	LENGTH	BEARING
L-1	8.34'	S31°33'07"E
L-2	8.15'	N31°33'07"W
L-3	5.50'	N89°21'51"E

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND THIS 21st DAY OF JANUARY, 2022

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

UTILITY & UTILITY ACCESS EASEMENT

TRACT 1 - 0.6894 ACRES &
TRACT 2 - 0.5508 ACRES OUT OF THE
WATSON TRACT (358.54 ACRES)
RECORDED IN VOLUME 3801, PAGES 143-147
OF WEBB COUNTY DEED RECORDS
CITY OF LAREDO, WEBB COUNTY, TEXAS

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

RESOLUTION NO. 2022-R-048

ACCEPTING THE CONVEYANCE OF TRACT 1 A 20-FOOT UTILITY AND ACCESS EASEMENT OVER AND ACROSS A 0.6894 ACRE TRACT OF LAND, MORE OR LESS, SITUATED IN PORCION 35, ABSTRACT 546, JOSE MIGUEL DIAZ, ORIGINAL GRANTEE AND SURVEY 2149, ABSTRACT 594, R. H. RAINS, ORIGINAL GRANTEE, WITHIN THE LIMITS OF THE CITY OF LAREDO, IN WEBB COUNTY, TEXAS BEING OUT AND PART OF THAT CERTAIN 358.54 ACRE TRACT, AS DESCRIBED ON DEED RECORDS IN VOLUME 3801, PAGES 143-147 OF THE OFFICIAL PUBLIC RECORDS OF WEBB COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT "A & B" AND DEPICTED ON EXHIBIT "C" ATTACHED HERETO AND MADE PART HEREOF. ALSO TRACT 2 A UTILITY AND ACCESS EASEMENT OVER AND ACROSS A 0.5508 ACRE TRACT OF LAND, MORE OR LESS, SITUATED IN SURVEY 2149, ABSTRACT 594, R.H. RAINS, ORIGINAL GRANTEE WITHIN THE LIMITS OF THE CITY OF LAREDO, IN WEBB COUNTY, TEXAS, BEING OUT AN PART OF THAT CERTAIN 358.54 ACRE TRACT, AS DESCRIBED ON DEED RECORDS OF WEBB COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT "A & B" AND DEPICTED ON EXHIBIT "C" ATTACHED HERETO AND MADE PART HEROF.

WHEREAS, the City of Laredo has requested that Watson-Laredo Company, Ltd., The Dolly Richer Watson Memorial Foundation, James Kenton Jones, Jr., Julia E. Jones Rubio, Margaret H. Jones Hagelman f/ka/ Margaret H. Jones Hopson, Julia Watson Jones, B.P and Peggy Newman Properties, L.P. and HFK Development, LLC, grant them a Utility and Access Easement to install a proposed 24-inch transmission main from Ejido to Sierra Vista Booster Station; and

WHEREAS, the installation of said transmission main will serve to improve public services; and

WHEREAS, Watson-Laredo Company, Ltd., The Dolly Richer Watson Memorial Foundation, James Kenton Jones, Jr., Julia E. Jones Rubio, Margaret H. Jones Hagelman f/ka/ Margaret H. Jones Hopson, Julia Watson Jones, B.P and Peggy Newman Properties, L.P. and HFK Development, LLC, has agreed to convey a 0.6894 and 0.5508-acre tract of land, for utility and access easement purposes; and

WHEREAS, it is in the best interest of the City of Laredo to accept the conveyance of the above referenced easement as described in Exhibit "A & B" Metes and Bounds and depicted in Exhibit "C" Boundary Survey.

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

Section 1. To accepting the conveyance of **Tract 1** a 20-foot Utility and Access Easement over and across a 0.6894 acre tract of land, more or less, situated in Porcion 35, Abstract 546, Jose Miguel Diaz, Original Grantee and Survey 2149, Abstract 594, R. H. Rains, Original Grantee, within the limits of the City of Laredo, in Webb County, Texas, being out an part of that certain 358.54 acre tract, as described on deed recorded in Volume 3801, Pages 143-147 of the Official Public Records of Webb County, Texas, and being more particularly described by Metes and Bounds in attached Exhibit "A" and depicted on Exhibit "C" attached hereto and made part hereof. Also **Tract 2** a Utility and Access Easement over and across a 0.5508 acre tract of land, more or less, situated in Survey 2149, Abstract 594, R.H. Rains, Original Grantee, and Porcion 36, Abstract 473, Laureano Salinas, Original Grantee within the limits of the City of Laredo, in Webb County, Texas, being out an part of that certain 358.54 acre tract, as described on deed recorded in Volume 3801, Pages 143-147 of the Official Public Records of Webb County, Texas, and being more particularly described by Metes and Bounds in attached Exhibit "B" and depicted on Exhibit "C" attached hereto and made part hereof.

Section 2. Said easement tract is needed for the installation of transmission main to better serve the public.

Section 3. This Resolution shall become effective upon passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS, THE ____ DAY OF _____, 2022.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
Jose A. Valdez, Jr.
CITY SECRETARY

APPROVED AS TO FORM:
Doanh "Zone" T. Nguyen
CITY ATTORNEY

By: _____
David H. Arredondo
Assistant City Attorney

City Council-Regular
Meeting Date: 07/18/2022
Initiated By: Riazul Mia, Assistant City Manager
Initiated By: Riazul Mia, Assistant City Manager

Staff Source: Arturo Garcia, Utilities Director & Tina Martinez, CD Director

---

SUBJECT

Dynamic and Sustainable

2022-R-049 Accepting the Conveyance of Tract 1 A 30-foot Temporary Construction Easement, being a 0.9910 acre tract of land, more or less, situated in Porcion 35, Abstract 546, Jose Miguel Diaz, Original Grantee and Survey 2149, Abstract 594, R. H. Rains, Original Grantee, within the limits of the City of Laredo, in Webb County, Texas, being out and part of that certain 358.54 acre tract, as described in deed recorded in Volume 3801, pages 143-147 of the Official Public Records of Webb County, Texas, and being more particularly described by Metes and Bounds in attached Exhibit “A” and depicted on Exhibit “B” attached hereto and made part hereof. Also, Tract 2 A 30-foot Temporary Construction Easement, being a 0.5622 acre tract of land, more or less, situated in Survey 2149, Abstract 594, R.H. Rains, Original Grantee, and Porcion 36, Abstract 473, Laureano Salinas, Original Grantee within the limits of the City of Laredo, in Webb County, Texas, being out and part of that certain 358.54 acre tract, as described on deed recorded in Volume 3801, Pages 143-147 of the Official Public Records of Webb County, Texas, and being more particularly described by Metes and Bounds in attached Exhibit “C” and depicted on Exhibit “B” attached hereto and made part hereof.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

The City of Laredo is requesting said easement to accommodate a proposed 24-inch transmission main from Ejido to Sierra Vista Booster Station. Watson-Laredo Company, Ltd., The Dolly Richer Watson Memorial Foundation, James Kenton Jones, Jr., Julia E. Jones Rubio, Margaret H. Jones Hagelman f/ka/ Margaret H. Jones Hopson, Julia Watson Jones, B.P. and Peggy Newman Properties, L.P. and HFK

Development, LLC., have agreed to grant the City of Laredo this easement through the attached easement documents.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends the approval of this Resolution.

Fiscal Impact

Fiscal Year:	2022
Bugeted Y/N?:	N/A
Source of Funds:	N/A
Account #:	N/A
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

No financial impact. Will be accounted for in the Fixed Asset System.

Attachments

30-Temporary Construction Easement
Survey- Exhibit A, B, C
resolution 2022-R-049

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.

TEMPORARY CONSTRUCTION EASEMENT

Date: May ____, 2022

Grantor: Watson-Laredo Company, LTD
Dolly Richter Watson Memorial Foundation James Kenton Jones, Jr. Secretary
James Kenton Jones
Julia Elizabeth Jones Rubio
Margaret H. Jones Hagelman f/ka/ Margaret H. Jones Hopson
James K Jones Jr Independent Executor of the Estate of Julia Watson Jones
B.P. and Peggy Newman Properties, L.P.

Grantor's Address: Watson-Laredo Company, Ltd.
107 Norman Drive
Laredo, Texas 78045

Dolly Richter Watson Memorial Foundation
107 Norman Drive
Laredo, Texas 78045

James Kenton Jones
306 Belair Drive
Laredo, Texas 78041

Julia Elizabeth Jones Rubio
8 Manor Place
Laredo, Texas 78041

Margaret H. Jones Hagelman f/ka/ Margaret H. Jones Hopson
1035 N. Magnolia Ave.
Luling, Texas 78041

James K Jones Jr Independent Executor of
The Estate of Julia Watson Jones, Deceased
611 Martens
Laredo, Texas 78041

B.P. and Peggy Newman Properties, L.P
2801 E. Montgomery Street
Laredo, Texas 78043

Grantee: City of Laredo, a Municipal Corporation.

Grantee's Address:	1110 Houston St. P.O. Box 579 Laredo, Webb County, Texas 78042-0579
Easement Property:	**Tract 1** A 30-foot Temporary Construction Easement, being a 0.9910 acre tract of land, more or less, situated in Porcion 35, Abstract 546, Jose Miguel Diaz, Original Grantee and Survey 2149, Abstract 594, R. H. Rains, Original Grantee, within the limits of the City of Laredo, in Webb County, Texas, being out an part of that certain 358.54 acre tract, as described in deed recorded in Volume 3801, Pages 143-147 of the Official Public Records of Webb County, Texas, and being more particularly described by Metes and Bounds in attached Exhibit "A" and depicted on Exhibit "B" attached hereto and made part hereof. **Tract 2** A 30-foot Temporary Construction Easement, being a 0.5622 acre tract of land, more or less, situated in Survey 2149, Abstract 594, R.H. Rains, Original Grantee, and Porcion 36, Abstract 473, Laureano Salinas, Original Grantee within the limits of the City of Laredo, in Webb County, Texas, being out an part of that certain 358.54 acre tract, as described on deed recorded in Volume 3801, Pages 143-147 of the Official Public Records of Webb County, Texas, and being more particularly described by Metes and Bounds in attached Exhibit "C" and depicted on Exhibit "B" attached hereto and made part hereof.
Easement Purpose:	Temporary Construction Easements will give Grantee right to clear, access, and use property for construction activities associated with installation of proposed transmission main.

Grantor, for and in consideration of the sum of Ten Dollars and No/100 cents ($10.00), and other good and valuable consideration in hand paid by the Grantee herein named, the receipt of which is hereby fully acknowledged and confessed, has GRANTED, SOLD, CONVEYED and DEDICATED and by these presents does hereby GRANT, SELL, CONVEY and DEDICATE unto Grantee, a Temporary Construction Easement.

This conveyance, however, is made and accepted subject to any and all validly existing encumbrances, easements, mineral leases, conditions and restrictions, relating to the hereinabove described property and now reflected by the Official Property Records, of Webb County, Texas.

TO HAVE AND TO HOLD the same perpetually to Grantee, together with the right and privilege, at any and all times, to enter said premises, or any part thereof, for the purpose of constructing, reconstructing, replacing, repairing and maintaining said water meter and utility lines, including all necessary laterals and appurtenant facilities.

Grantor hereby binds itself and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend the easement and rights granted herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or attempting to claim the same or any part thereof.

Executed on this _____ day of _____, 2022.

Watson-Laredo Company, LTD
Dolly Richter Watson Memorial Foundation James Kenton Jones, Jr. Secretary
James Kenton Jones
Julia Elizabeth Jones Rubio
Margaret H. Jones Hagelman f/ka/ Margaret H. Jones Hopson
James K Jones Jr Independent Executor of the Estate of Julia Watson Jones
B.P. and Peggy Newman Properties, L.P.

By: _____
Title: _____
Print Name: _____

By: _____
Title:_____
Print Name: _____

By: _____
Title: _____
Print Name: _____

By: _____
Title:_____
Print Name: _____

By: _____
Title: _____
Print Name: _____

By: _____
Title:_____
Print Name: _____

By: _____
Title: _____
Print Name: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WEBB §

This instrument was acknowledged before me on the ___ day of _____, 2022, by _____ on behalf of said corporation.

_____
Notary Public, State of Texas

Printed Name: _____

(SEAL)

My Commission Expires: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WEBB §

This instrument was acknowledged before me on the ___ day of _____, 2022, by _____ on behalf of said corporation.

_____
Notary Public, State of Texas

Printed Name: _____

(SEAL)

My Commission Expires: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
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COUNTY OF WEBB §

This instrument was acknowledged before me on the ___ day of _____, 2022, by _____ on behalf of said corporation.

_____
Notary Public, State of Texas

Printed Name: _____

(SEAL)

My Commission Expires: _____

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COUNTY OF WEBB §

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_____
Notary Public, State of Texas

Printed Name: _____

(SEAL)

My Commission Expires: _____

ACKNOWLEDGMENT

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Notary Public, State of Texas

Printed Name: _____

(SEAL)

My Commission Expires: _____

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COUNTY OF WEBB §

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Notary Public, State of Texas

Printed Name: _____

(SEAL)

My Commission Expires: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
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COUNTY OF WEBB §

This instrument was acknowledged before me on the ___ day of _____, 2022, by _____ on behalf of said corporation.

_____
Notary Public, State of Texas

Printed Name: _____

(SEAL)

My Commission Expires: _____

AFTER RECORDING RETURN TO:

Norma Martinez
City of Laredo-Real Estate
1301 Farragut Street, 2nd Floor
Laredo, Texas 78040

EXHIBIT A

30' TEMPORARY CONSTRUCTION EASEMENT
TRACT 1 – 0.9910 ACRE TRACT
Being out and part of
Porcion 35 ~ Abstract 546 ~ Jose Miguel Diaz, Original Grantee
Survey 2149 ~ Abstract 594 ~ R.H. Rains, Original Grantee
Within the limits of the
City of Laredo, Webb County, Texas

Being a 0.9910 Acre tract of land, more or less, situated in Porcion 35, Abstract 546, Jose Miguel Diaz, Original Grantee and Survey 2149, Abstract 594, R.H. Rains, Original Grantee, within the limits of the City of Laredo, in Webb County, Texas, being out an part of that certain 358.54 Acre tract, as described on deed recorded in Volume 3801, Pages 143-147 of the Webb County Deed Records; and more particularly described by metes and bounds as follows:

COMMENCING from a ½" iron rod found for an exterior corner in the westerly boundary line of the HFK Development, LLC 15.196 Acre Tract recorded in Volume 4882, Pages 21-33 of the Webb County Deed Records, THENCE South 13°11'03" East to a ½" iron rod set for the most northerly corner of the herein described tract and the **POINT OF BEGINNING;**

THENCE South 13°11'03" East, 30.42 Feet, along said westerly boundary line of HFK 15.196 Acre Tract to the northeast corner of this tract;

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

South 67°19'07" West, 260.01 feet, to an interior deflection corner to the left;
South 47°18'01" West, 293.31 feet, to an interior deflection corner to the left;
South 36°43'44" West, 224.90 feet, to an interior deflection corner to the left;
South 53°16'16" East, 614.39 feet, to an exterior deflection corner to the right;
South 31°33'07" East, 11.20 feet, to a point on the northerly boundary line of the HFK Development, LLC 9.89 Acre Tract, recorded in Volume 5131, Pages 38-50, Webb County Deed Records for the southeast corner of this tract;

THENCE North 84°19'33" West, 3.43 Feet, along said northerly boundary line of HFK 9.89 Acre Tract to an exterior deflection corner to the left of this tract;

THENCE South 48°06'22" West, 27.72 Feet, continuing along said northerly boundary line of HFK 9.89 Acre Tract to a ½" iron rod set for the southwest corner of this tract;

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

North 31°33'07" West, 8.34 feet, to a ½" iron rod set for an interior deflection corner to the left;
North 53°16'16" West, 638.64 feet, to a ½" iron rod set for an exterior deflection corner to the right;
North 36°43'44" East, 257.68 feet, to a ½" iron rod set for an exterior deflection corner to the right;
North 47°18'01" East, 301.38 feet, to a ½" iron rod set for an exterior deflection corner to the right;
North 67°19'07" East, 270.33 feet, to a ½" iron rod set in the westerly boundary line of said HFK 15.196 Acre Tract for the most northerly corner of the herein described tract and the **POINT OF BEGINNING.**

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

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

1.21.22

Witness my Hand and Seal

Wayne Nance, R.P.L.S

EXHIBIT B

30' TEMPORARY CONSTRUCTION EASEMENT
TRACT 2 – 0.5622 ACRE TRACT
Being out and part of
Survey 2149 ~ Abstract 594 ~ R.H. Rains, Original Grantee
Porcion 36 ~ Abstract 473 ~ Laureano Salinas, Original Grantee
Within the limits of the
City of Laredo, Webb County, Texas

Being a 0.5622 Acre tract of land, more or less, situated in Survey 2149, Abstract 594, R.H. Rains, Original Grantee, and Porcion 36 ~ Abstract 473 ~ Laureano Salinas, Original Grantee within the limits of the City of Laredo, in Webb County, Texas, being out an part of that certain 358.54 Acre tract, as described on deed recorded in Volume 3801, Pages 143-147 of the Webb County Deed Records; and more particularly described by metes and bounds as follows:

COMMENCING from a ½" iron rod found for the southwest corner of the HFK Development, LLC 9.89 Acre Tract recorded in Volume 5131, Pages 38-50 of the Webb County Deed Records, THENCE North 89°21'51" East, 25.50 feet to a ½" iron rod set for the northwest corner of the herein described tract and the **POINT OF BEGINNING;**

THENCE North 89°21'51" East, 30.00 Feet, along southerly boundary line of said HFK 9.89 Acre Tract to the northeast corner of this tract;

THENCE South 00°38'09" East, 816.28 Feet, to a point on the northerly right-of-way line of Pita Mangana Road for the southeast corner of this tract;

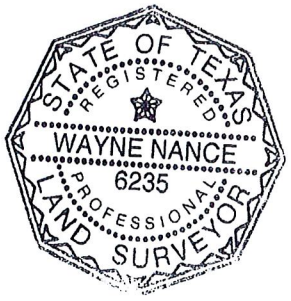
THENCE South 89°22'48" West, 30.00 Feet, along the northerly right-of-way line of Pita Mangana Road to a ½" iron rod set for the southwest corner of this tract;

THENCE North 00°38'09" West, 816.27 Feet, to a ½" iron rod set in the southerly boundary line of said HFK 9.89 Acre Tract for the northwest corner of the herein described tract and the **POINT OF BEGINNING.**

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

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

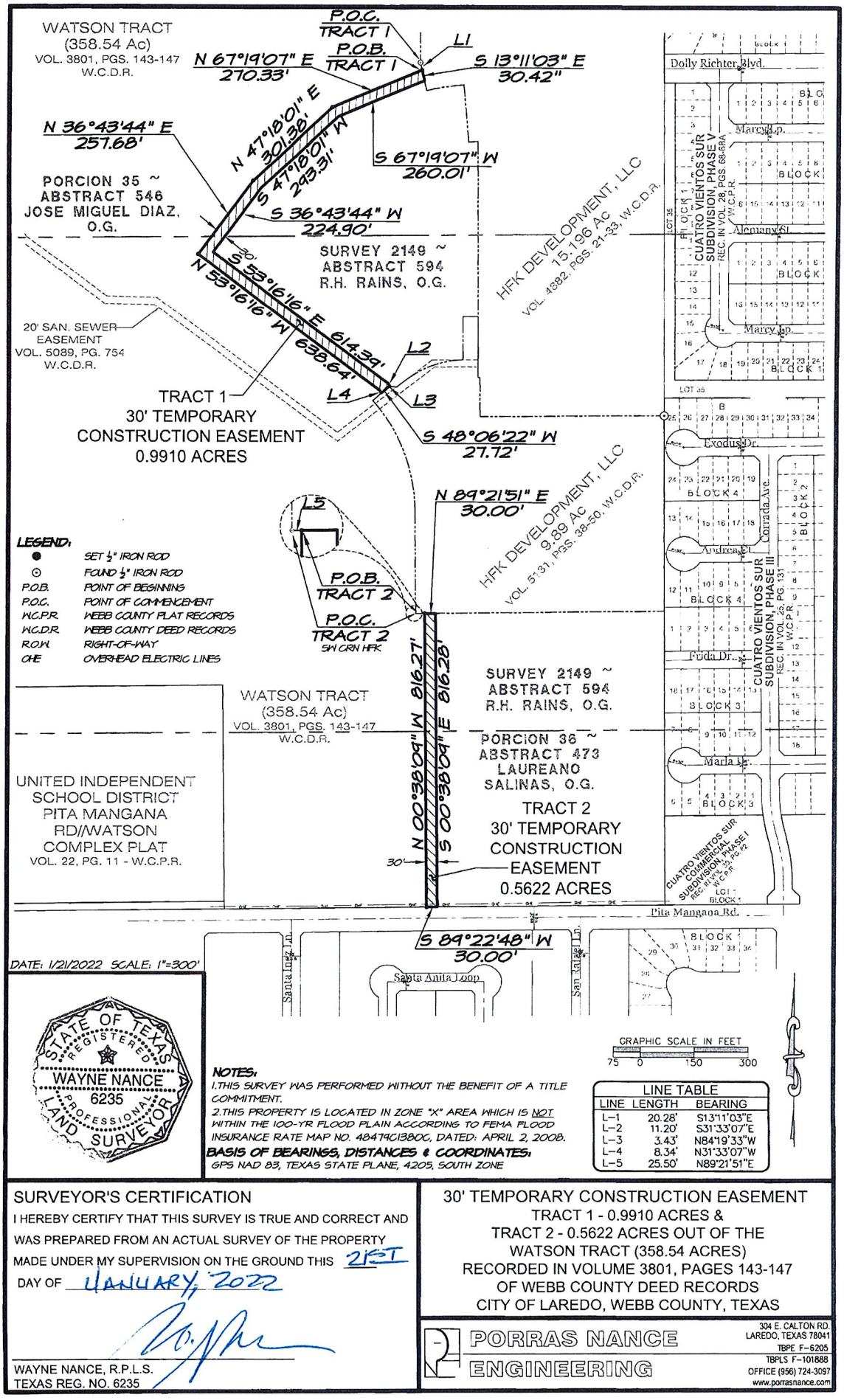
Witness my Hand and Seal



Wayne Nance, R.P.L.S

1.21.22

EXHIBIT C



STATE OF TEXAS REGISTERED WAYNE NANCE 6235 PROFESSIONAL LAND SURVEYOR

NOTES:

1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
2. THIS PROPERTY IS LOCATED IN ZONE "X" AREA WHICH IS NOT WITHIN THE 100-YR FLOOD PLAIN ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NO. 48479C1380C, DATED: APRIL 2, 2008.

BASIS OF BEARINGS, DISTANCES & COORDINATES:
GPS NAD 83, TEXAS STATE PLANE, 4205, SOUTH ZONE

LINE TABLE		
LINE	LENGTH	BEARING
L-1	20.28'	S13°11'03"E
L-2	11.20'	S31°33'07"E
L-3	3.43'	N84°19'33"W
L-4	8.34'	N31°33'07"W
L-5	25.50'	N89°21'51"E

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND THIS 21ST DAY OF JANUARY, 2022

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

30' TEMPORARY CONSTRUCTION EASEMENT

TRACT 1 - 0.9910 ACRES &
TRACT 2 - 0.5622 ACRES OUT OF THE
WATSON TRACT (358.54 ACRES)
RECORDED IN VOLUME 3801, PAGES 143-147
OF WEBB COUNTY DEED RECORDS
CITY OF LAREDO, WEBB COUNTY, TEXAS

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

RESOLUTION NO. 2022-R-049

ACCEPTING THE CONVEYANCE OF TRACT 1 A 30-FOOT TEMPORARY CONSTRUCTION EASEMENT, BEING A 0.9910 ACRE TRACT OF LAND, MORE OR LESS, SITUATED IN PORCION 35, ABSTRACT 546, JOSE MIGUEL DIAZ, ORIGINAL GRANTEE AND SURVEY 2149, ABSTRACT 594, R. H. RAINS, ORIGINAL GRANTEE, WITHIN THE LIMITS OF THE CITY OF LAREDO, IN WEBB COUNTY, TEXAS, BEING OUT AND PART OF THAT CERTAIN 358.54 ACRE TRACT, AS DESCRIBED IN DEED RECORDED IN VOLUME 3801, PAGES 143-147 OF THE OFFICIAL PUBLIC RECORDS OF WEBB COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT "A" AND DEPICTED ON EXHIBIT "B" ATTACHED HERETO AND MADE PART HEREOF. ALSO TRACT 2 A 30-FOOT TEMPORARY CONSTRUCTION EASEMENT, BEING A 0.5622 ACRE TRACT OF LAND, MORE OR LESS, SITUATED IN SURVEY 2149, ABSTRACT 594, R.H. RAINS, ORIGINAL GRANTEE, AND PORCION 36, ABSTRACT 473, LAUREANO SALINAS, ORIGINAL GRANTEE WITHIN THE LIMITS OF THE CITY OF LAREDO, IN WEBB COUNTY, TEXAS, BEING OUT AND PART OF THAT CERTAIN 358.54 ACRE TRACT, AS DESCRIBED ON DEED RECORDED IN VOLUME 3801, PAGES 143-147 OF THE OFFICIAL PUBLIC RECORDS OF WEBB COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT "A & B" AND DEPICTED ON EXHIBIT "C" ATTACHED HERETO AND MADE PART HEREOF.

WHEREAS, the City of Laredo has requested that Watson-Laredo Company, Ltd., The Dolly Richer Watson Memorial Foundation, James Kenton Jones, Jr., Julia E. Jones Rubio, Margaret H. Jones Hagelman f/ka/ Margaret H. Jones Hopson, Julia Watson Jones, B.P and Peggy Newman Properties, L.P. and HFK Development, LLC., grant them a Temporary Construction Easement to install a proposed 24-inch transmission main from Ejido to Sierra Vista Booster Station; and

WHEREAS, the installation of said transmission main will serve to improve public services; and

WHEREAS, Watson-Laredo Company, Ltd., The Dolly Richer Watson Memorial Foundation, James Kenton Jones, Jr., Julia E. Jones Rubio, Margaret H. Jones Hagelman f/ka/ Margaret H. Jones Hopson, Julia Watson Jones, B.P and Peggy Newman Properties, L.P. and HFK Development, LLC., have agreed to convey a 0.9910 and 0.5622-acre tract of land, for temporary construction easement purposes; and

WHEREAS, it is in the best interest of the City of Laredo to accept the conveyance of the above referenced temporary construction easement as described in Exhibit "A & B" Metes and Bounds and depicted in Exhibit "C" Boundary Survey.

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

Section 1. To accepting the conveyance of **Tract 1** A 30-foot Temporary Construction Easement, being a 0.9910 acre tract of land, more or less, situated in Porcion 35, Abstract 546, Jose Miguel Diaz, Original Grantee and Survey 2149, Abstract 594, R. H. Rains, Original Grantee, within the limits of the City of Laredo, in Webb County, Texas, being out an part of that certain 358.54 acre tract, as described in deed recorded in Volume 3801, Pages 143-147 of the Official Public Records of Webb County, Texas, and being more particularly described by Metes and Bounds in attached Exhibit "A" and depicted on Exhibit "B" attached hereto and made part hereof. Also **Tract 2** A 30-foot Temporary Construction Easement, being a 0.5622 acre tract of land, more or less, situated in Survey 2149, Abstract 594, R.H. Rains, Original Grantee, and Porcion 36, Abstract 473, Laureano Salinas, Original Grantee within the limits of the City of Laredo, in Webb County, Texas, being out an part of that certain 358.54 acre tract, as described on deed recorded in Volume 3801, Pages 143-147 of the Official Public Records of Webb County, Texas, and being more particularly described by Metes and Bounds in attached Exhibit "C" and depicted on Exhibit "B" attached hereto and made part hereof.

Section 2. Said easement tract is needed for the installation of transmission main to better serve the public.

Section 3. This Resolution shall become effective upon passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS, THE ____ DAY OF _____, 2022.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
Jose A. Valdez, Jr.
CITY SECRETARY

APPROVED AS TO FORM:
Doanh "Zone" T. Nguyen
CITY ATTORNEY

By: _____
David H. Arredondo
Assistant City Attorney

Utilities 66.

City Council-Regular

Meeting Date: 07/18/2022

Initiated By: Riazul Mia, Assistant City Manager
Initiated By: Arturo Garcia, Jr., P.E., Utilities Director

Staff Source: Juan B. Caballero

SUBJECT

2022-R-124 Resolution to approve a Municipal Utility District ("MUD") in the City of Laredo's ETJ. TBD Land Holdings, Ltd. wishes to develop 683.07 acres of land located in the City of Laredo's extraterritorial jurisdiction. Said development will require water and sewer service. The City of Laredo does not currently have the infrastructure to provide such service. Rather than have the City of Laredo construct the infrastructure and provide service to this area, the developer has requested authorization to form a MUD in our ETJ. The proposed MUD would construct the necessary infrastructure and provide the water and sewer service to area. In order to form a MUD in our ETJ, State statute requires the City grant its authorization. This resolution provides the requisite authorization.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

None

BACKGROUND

Authorizing this MUD would eliminate the City's expense of installing the infrastructure and avoid the service problem of providing water and sewer services to an outlying area. The future potential for interconnection will become available when the City's system expands near the future MUD.

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

Staff Recommends Approval

Attachments

MUD Resolution

RESOLUTION NO. 2022-R-124

A RESOLUTION OF THE CITY OF LAREDO CONSENTING TO THE CREATION OF WEBB COUNTY MUNICIPAL UTILITY DISTRICT NO. 1, ENCOMPASSING APPROXIMATELY 683.07 ACRES OF LAND, LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF LAREDO, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, TDB Land Holdings, Ltd. ("TDB Land") is the owner of approximately 683.07 acres of land (the "Property") in the City of Laredo's Extraterritorial Jurisdiction, as shown on the map attached hereto as Exhibit "A"; and

WHEREAS, TDB Land submitted to the City of Laredo a Petition for Consent to Include Land in a Municipal Utility District (the "Petition"), attached hereto as Exhibit "B," pursuant to Section 42.042 of the Texas Local Government Code; and

WHEREAS, the Petition submitted by TDB Land requested the City's consent to the creation of Webb County Municipal Utility District No. 1 ("District") encompassing the Property;

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

SECTION 1. The findings and recitations in the preamble of this resolution are incorporated herein by reference.

SECTION 2. The City of Laredo, Texas, hereby consents to the creation of Webb County Municipal Utility District No. 1 covering the approximately 683.07 acres of land as shown on Exhibit A. TDB Land, or their successors and assigns shall provide notice to the City at the time of application to the Texas Commission on Environmental Quality for creation of the District.

SECTION 3. This resolution shall take effect immediately from and after its date and passage.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR on this ____ day of _____, 2022.

By: _____
Pete Saenz, Jr., Mayor

ATTEST:

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

APPROVED AS TO FORM:

By: _____
Juan B. Caballero, Assistant City Attorney

EXHIBIT A

HOWLAND
ENGINEERING AND SURVEYING CO.

LEGAL DESCRIPTION
FOR
683.07 ACRES

A TRACT OF LAND CONTAINING 683.07 ACRES, more or less, being out of the Dorothy Lynne Twiss Miller, 1,266.3 acre tract (called), recorded in Volume 1100, Page 289, Deed Records of Webb County, Texas, situated in Survey 743, R.T. Co., Abstract 276; Survey 2113, G.C. & S.F. R.R. Co., Abstract 697; Survey 2041, V. Barrera, Abstract 584; Porcion 6, B.M. Diaz, Abstract 40; Porcion 7, B.M. Diaz, Abstract 41; Porcion 8, B.M. Diaz, Abstract 39, Webb County, Texas and being more particularly described as follows:

BEGINNING at a found 6" pipe high fence corner post, being the southwest corner of said 1,266.3 acre tract, also being the northeastern interior corner of Sombrerito Ranch, LTD., a 10,137.03 acre tract (called), recorded in Volume 967, Page 579, Official Public Records of Webb County, Texas, dated August 23, 2000, for the Southwest corner hereof and the **POINT OF BEGINNING**;

THENCE, N 22°18'03" W, along an existing high fence, being the southwest boundary line of said 1,266.3 acre tract and the northeast boundary line of said 10,137.03 acre tract, a distance of **6,181.50 FEET**, to a set 1/2" iron rod with Howland cap, for the Northwest corner hereof;

THENCE, over and across said 1,266.3 acre tract, to a set ½" iron rod with Howland cap, as follows:

N 36°03'57" E, a distance of **229.56 FEET,** for a defection right;
N 53°34'02" E, a distance of **555.78 FEET,** for a defection left;
N 43°44'58" E, a distance of **296.46 FEET,** for a defection left;
N 27°58'38" E, a distance of **232.54 FEET,** for a defection left;
N 18°39'28" E, a distance of **237.18 FEET,** for a defection left;
N 09°11'35" E, a distance of **200.99 FEET,** for a defection right;
N 17°11'34" E, a distance of **189.67 FEET,** for an exterior corner hereof;
N 81°45'15" E, a distance of **244.37 FEET,** for a defection left;
N 69°40'48" E, a distance of **200.46 FEET,** for a defection left;
N 40°48'42" E, a distance of **218.70FEET,** for a defection left;
N 03°21'15" W, a distance of **338.99 FEET,** for a defection right;
N 28°18'13" E, a distance of **162.94 FEET,** for a defection right;
N 36°24'04" E, a distance of **324.68 FEET,** for a defection right;
N 60°09'52" E, a distance of **219.64 FEET,** for a defection right;
N 61°09'43" E, a distance of **320.63 FEET,** for a defection right;
N 63°39'16" E, a distance of **273.53 FEET,** for a defection right;
N 78°31'56" E, a distance of **306.78 FEET,** for a defection left;
N 68°46'29" E, a distance of **327.96 FEET,** for a defection left;
N 37°47'36" E, a distance of **237.04 FEET,** for the Northernmost corner hereof;
S 80°31'43" E, a distance of **1,845.90 FEET,** for a defection right;
S 77°39'53" E, a distance of **534.44 FEET,** to a set 1/2" iron rod with Howland cap, being on the northwest right-of-way line of Interstate U.S. Highway 35, as recorded in Volume 246, Page 541, Deed Records of Webb County, Texas for the Northeast corner hereof;

THENCE, S 17°15'37" W, generally along an existing barb wire fence line, being the northwest right-of-way line of said Interstate U.S. Highway 35, a distance of **392.08 FEET**, to a set 1/2" iron rod with Howland cap, being on a curve, having a radius of **5,465.43 FEET**, a chord of **S 17°59'37" W ~ 139.90 FEET;**

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

HOWLAND
ENGINEERING AND SURVEYING CO.

CONTINUATION:

THENCE, along said curve left, an arc length of **139.91 FEET,** to a set 1/2" iron rod with Howland cap, for a point of tangency;

THENCE, S 18º43'37" W, generally along an existing barb wire fence line, being the northwest right-of-way line of said Interstate U.S. Highway 35, a distance of **950.23 FEET**, to a found concrete monument, being on a curve, having a radius of **3,134.85 FEET**, a chord of **S 15°12'37" W ~ 382.76 FEET;**

THENCE, along said curve left, an arc length of **382.99 FEET,** to a set 1/2" iron rod with Howland cap, for a point of tangency;

THENCE, S 11º42'37" W, generally along an existing fence line, being the northwest right-of-way line of said Interstate U.S. Highway 35, a distance of **1,152.20 FEET** to a set 1/2" iron rod with Howland cap, for a defection right;

THENCE, S 12º17'37" W, generally along an existing barb wire fence line, being the northwest right-of-way line of said Interstate U.S. Highway 35, a distance of **5,234.83 FEET** to a set 1/2" iron rod with Howland cap, for the Southeast corner hereof;

THENCE, S 67º45'57" W, generally along an existing barbed wire fence line, being the common boundary line of said 1,266.3 acre tract and said 10,137.03 acre tract, a distance of **1,550.36 FEET**, to the **POINT OF BEGINNING,** containing 683.07 acres of land, more or less.

Basis of Bearings: G.P.S. Coordinates, N.A.D. 83, Texas State Plane South Zone (4205).

Monuments Held: A found 6" pipe high fence corner post, being the southwest corner of a 1,266.3 acre tract (called), conveyed to Dorothy Lynne Twiss Miller, recorded in Volume 1100, Page 289, Deed Records of Webb County, Texas and a found 6" pipe high fence corner post, being the north corner of a 10,137.03 acre tract (called), conveyed to Sombrerito Ranch, LTD, recorded in Volume 967, Page 579 Official Public Records of Webb County, Texas.

Called in Deed: S 22°02'00" E ~ 8,403.39' **Measured**: N 22°18'03" W ~ 8,402.72'

I, **Juan Segovia,** a Registered Professional Land Surveyor, do hereby certify that this field note description and its accompanying survey plat correctly represent the results of a survey made on the ground under my supervision and direction.

STATE OF TEXAS
Juan Segovia
6290
REGISTERED PROFESSIONAL LAND SURVEYOR

R.P.L.S. No. 6290 – Texas **11-29-2021** Current Date

www.howlandcompanies.com

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

EXHIBIT B

PETITION FOR CONSENT TO CREATION OF A POLITICAL SUBDIVISION IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF LAREDO, TEXAS

THE STATE OF TEXAS §
§
COUNTY OF WEBB §

TO THE HONORABLE MAYOR AND
CITY COUNCIL OF THE CITY OF LAREDO:

The undersigned petitioner (hereinafter the "Petitioner", whether one or more), being a majority of the persons who hold title to land(s) situated within the area hereinafter described, which represents a total value of more than 50% of the value of all such area, and being a majority in value of the holders of title of the land within said area as indicated by the tax rolls of the Webb County Appraisal District, acting pursuant to the applicable provisions of the Texas Water Code, as amended, and Section 42.042, Texas Local Government Code, together with all amendments and additions thereto, respectfully petitions this Honorable Body for consent to the creation of a conservation and reclamation district and political subdivision of the State of Texas under Article XVI, Section 59 and Article III, Section 52 of the Texas Constitution (hereinafter the "District", whether one or more) within the extraterritorial jurisdiction of the City of Laredo (the "City"), and would respectfully show the following:

I.

The name of the proposed district shall be "Webb County Municipal Utility District No. 1" (the "District"). There is no other conservation or reclamation district in Webb County, Texas with the same name.

II.

The District shall be created and organized and shall exist under the terms and provisions of Article XVI, Section 59 and Article III, Section 52 of the Texas Constitution Chapters 49 and 54 of the Texas Water Code, as amended, together with all amendments and additions thereto.

III.

The District shall contain an area of approximately 683.07 acres of land, situated wholly within Webb County, Texas, described by metes and bounds in Exhibit "A", which is attached hereto and made a part hereof for all purposes (the "Property"). The described Property is wholly located within the extraterritorial jurisdiction of the City of Laredo, Texas.

IV.

The undersigned constitute all of the current landowners of the Property to be included within the District. The Petitioners represent that there are no holders of liens against the Property other than those who have consented to this Petition by their signature below.

V.

The District shall be created for all of the purposes set forth in Article XVI, Section 59 and Article III, Section 52, Texas Constitution; Chapters 49 and 54, Texas Water Code, as amended; and purposes and authority concurrently or subsequently acquired and approved for roadways by Chapter 54, Water code or other applicable law.

VI.

The District shall have the powers of government and authority to exercise the rights, privileges, and functions given to it by Article XVI, Section 59 and Article III, Section 52, Texas Constitution; Chapters 49 and 54, Texas Water Code, as amended; and purposes and authority concurrently or subsequently acquired and approved for roadways by Chapter 54, Water code or other applicable law.

VII.

The general nature of the work proposed to be done by the District at the present time is the construction, maintenance and operation of a waterworks system, including the purchase and sale of water, for domestic and commercial purposes; the construction, maintenance and operation of a sanitary sewer collection, treatment and disposal system, for domestic and commercial purposes; the construction, installation, maintenance, purchase and operation of drainage and roadway facilities and improvements; and the construction, installation, maintenance, purchase and operation of facilities, systems, plants and enterprises of such additional facilities as shall be consonant with the purposes for which the District is organized.

VIII.

There is a necessity for the improvements described above for the following reasons: The area of the District is urban in nature and is in close proximity to populous and developed sections of Webb County. The District's area will, within the immediate future, experience a substantial and sustained residential and commercial growth. Said area is not supplied with adequate water and sanitary sewer facilities and services or with adequate drainage facilities and does not have adequate fire suppression facilities, parks and recreational land and facilities, or roads or improvements in aid thereof. The health and welfare of the future inhabitants of the area and of territories adjacent thereto require the installation and acquisition of an adequate water supply and sewage disposal system, an adequate drainage system for and within the area of the District, adequate fire

suppression facilities, adequate parks and recreational land and facilities, and adequate roads or improvements in aid thereof.

A public necessity exists for the organization of such District to provide for the purchase, construction, extension, improvement, maintenance and operation of such waterworks and sanitary sewer system, such drainage facilities, such fire suppression facilities, parks and recreational land and facilities, and roads or improvements in aid thereof, in order to promote and protect the purity and sanitary condition of the State's waters and the public health and welfare of the community.

IX.

Said proposed improvements are practicable and feasible, in that the terrain of the territory to be included in the District is of such a nature that a waterworks, sanitary sewer, drainage, storm sewer and roadway system can be constructed at a reasonable cost, currently estimated at $70,000,000.00 with reasonable ad valorem tax and assessment rates and water and sewer rates, and said territory will be developed for residential and commercial purposes. The District shall be designated a noncity service district in the meaning of Section 54.106, Texas Water Code, as the District does not currently propose to connect to the City's water or sewer system or propose to contract with a regional water and wastewater provider to which the City has made a capital contribution for the water and wastewater facilities serving the area within the District, as of the date this Petition is filed.

X.

Petitioner requests consent, permission, and support for the inclusion of the Property in a municipal utility district operating pursuant to Article XVI, Section 59, Texas Constitution, created by the Texas Commission on Environmental Quality, and consent for the District to acquire roadway powers pursuant to Article III, Section 52, Texas Constitution.

XI.

WHEREFORE, the undersigned respectfully prays that this petition be in all things granted, and that the City give its written consent to the inclusion of the Property in the District, and for such other orders, acts, procedure and relief as are proper and necessary and appropriate to the purpose of organizing the District.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

EXECUTED THIS 11th day of JULY, 2022.

PETITIONER:

TDB Land Holdings, LTD.
A Texas Limited Partnership

By: _____
THOMAS BRITTINGHAM

_____

STATE OF TEXAS §
§
COUNTY OF WEBB §

This instrument was acknowledged before me on this the 11th day of July, 2022, by THOMAS D. BRITTINGHAM MANAGER/OWNER of TDB LAND HOLDINGS LTD., a _____, as Petitioner

[SEAL]

_____
Notary Public in and for the State of Texas

MARIVEL SANTOS
My Notary ID # 11399211
Expires May 10, 2025

Lienholder Consent

STATE OF TEXAS §
§
COUNTY OF WEBB §

The undersigned being the holder of a lien on all or a portion of the land as described in the Petition for Consent to Creation of a Political Subdivision in the Extraterritorial Jurisdiction of the City of Laredo and the Petition for the Creation of a Municipal Utility District (the "Petitions") and to which this certificate is attached, hereby consents to the Petitions.

LIENHOLDER:

Vantage Bank Texas

By: _____
Name: David E. Puig
Title: Laredo Market President

STATE OF TEXAS §
§
COUNTY OF WEBB §

This instrument was acknowledged before me on this the 11th day of July, 2022, by David E . Puig , as Laredo Market President of Vantage Bank Texas , on behalf of said _____.

PURA SALINAS
Notary Public
State of Texas
ID # 125815055
My Comm. Expires 11-08-2022

EXHIBIT A

HOWLAND
ENGINEERING AND SURVEYING CO.

LEGAL DESCRIPTION
FOR
683.07 ACRES

A TRACT OF LAND CONTAINING 683.07 ACRES, more or less, being out of the Dorothy Lynne Twiss Miller, 1,266.3 acre tract (called), recorded in Volume 1100, Page 289, Deed Records of Webb County, Texas, situated in Survey 743, R.T. Co., Abstract 276; Survey 2113, G.C. & S.F. R.R. Co., Abstract 697; Survey 2041, V. Barrera, Abstract 584; Porcion 6, B.M. Diaz, Abstract 40; Porcion 7, B.M. Diaz, Abstract 41; Porcion 8, B.M. Diaz, Abstract 39, Webb County, Texas and being more particularly described as follows:

BEGINNING at a found 6" pipe high fence corner post, being the southwest corner of said 1,266.3 acre tract, also being the northeastern interior corner of Sombrerito Ranch, LTD., a 10,137.03 acre tract (called), recorded in Volume 967, Page 579, Official Public Records of Webb County, Texas, dated August 23, 2000, for the Southwest corner hereof and the **POINT OF BEGINNING**;

THENCE, N 22°18'03" W, along an existing high fence, being the southwest boundary line of said 1,266.3 acre tract and the northeast boundary line of said 10,137.03 acre tract, a distance of **6,181.50 FEET**, to a set 1/2" iron rod with Howland cap, for the Northwest corner hereof;

THENCE, over and across said 1,266.3 acre tract, to a set ½" iron rod with Howland cap, as follows:

N 36°03'57" E, a distance of **229.56 FEET,** for a defection right;
N 53°34'02" E, a distance of **555.78 FEET,** for a defection left;
N 43°44'58" E, a distance of **296.46 FEET,** for a defection left;
N 27°58'38" E, a distance of **232.54 FEET,** for a defection left;
N 18°39'28" E, a distance of **237.18 FEET,** for a defection left;
N 09°11'35" E, a distance of **200.99 FEET,** for a defection right;
N 17°11'34" E, a distance of **189.67 FEET,** for an exterior corner hereof;
N 81°45'15" E, a distance of **244.37 FEET,** for a defection left;
N 69°40'48" E, a distance of **200.46 FEET,** for a defection left;
N 40°48'42" E, a distance of **218.70FEET,** for a defection left;
N 03°21'15" W, a distance of **338.99 FEET,** for a defection right;
N 28°18'13" E, a distance of **162.94 FEET,** for a defection right;
N 36°24'04" E, a distance of **324.68 FEET,** for a defection right;
N 60°09'52" E, a distance of **219.64 FEET,** for a defection right;
N 61°09'43" E, a distance of **320.63 FEET,** for a defection right;
N 63°39'16" E, a distance of **273.53 FEET,** for a defection right;
N 78°31'56" E, a distance of **306.78 FEET,** for a defection left;
N 68°46'29" E, a distance of **327.96 FEET,** for a defection left;
N 37°47'36" E, a distance of **237.04 FEET,** for the Northernmost corner hereof;
S 80°31'43" E, a distance of **1,845.90 FEET,** for a defection right;
S 77°39'53" E, a distance of **534.44 FEET,** to a set 1/2" iron rod with Howland cap, being on the northwest right-of-way line of Interstate U.S. Highway 35, as recorded in Volume 246, Page 541, Deed Records of Webb County, Texas for the Northeast corner hereof;

THENCE, S 17°15'37" W, generally along an existing barb wire fence line, being the northwest right-of-way line of said Interstate U.S. Highway 35, a distance of **392.08 FEET**, to a set 1/2" iron rod with Howland cap, being on a curve, having a radius of **5,465.43 FEET**, a chord of **S 17°59'37" W ~ 139.90 FEET;**

www.howlandcompanies.com

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

HOWLAND
ENGINEERING AND SURVEYING CO.

CONTINUATION:

THENCE, along said curve left, an arc length of **139.91 FEET,** to a set 1/2" iron rod with Howland cap, for a point of tangency;

THENCE, S 18°43'37" W, generally along an existing barb wire fence line, being the northwest right-of-way line of said Interstate U.S. Highway 35, a distance of **950.23 FEET**, to a found concrete monument, being on a curve, having a radius of **3,134.85 FEET**, a chord of **S 15°12'37" W ~ 382.76 FEET;**

THENCE, along said curve left, an arc length of **382.99 FEET,** to a set 1/2" iron rod with Howland cap, for a point of tangency;

THENCE, S 11°42'37" W, generally along an existing fence line, being the northwest right-of-way line of said Interstate U.S. Highway 35, a distance of **1,152.20 FEET** to a set 1/2" iron rod with Howland cap, for a defection right;

THENCE, S 12°17'37" W, generally along an existing barb wire fence line, being the northwest right-of-way line of said Interstate U.S. Highway 35, a distance of **5,234.83 FEET** to a set 1/2" iron rod with Howland cap, for the Southeast corner hereof;

THENCE, S 67°45'57" W, generally along an existing barbed wire fence line, being the common boundary line of said 1,266.3 acre tract and said 10,137.03 acre tract, a distance of **1,550.36 FEET**, to the **POINT OF BEGINNING,** containing 683.07 acres of land, more or less.

Basis of Bearings: G.P.S. Coordinates, N.A.D. 83, Texas State Plane South Zone (4205).

Monuments Held: A found 6" pipe high fence corner post, being the southwest corner of a 1,266.3 acre tract (called), conveyed to Dorothy Lynne Twiss Miller, recorded in Volume 1100, Page 289, Deed Records of Webb County, Texas and a found 6" pipe high fence corner post, being the north corner of a 10,137.03 acre tract (called), conveyed to Sombrerito Ranch, LTD, recorded in Volume 967, Page 579 Official Public Records of Webb County, Texas.

Called in Deed: S 22°02'00" E ~ 8,403.39' **Measured**: N 22°18'03" W ~ 8,402.72'

I, **Juan Segovia,** a Registered Professional Land Surveyor, do hereby certify that this field note description and its accompanying survey plat correctly represent the results of a survey made on the ground under my supervision and direction.

STATE OF TEXAS
Juan Segovia
6290
REGISTERED PROFESSIONAL LAND SURVEYOR

R.P.L.S. No. 6290 ~ Texas **11-29-2021** Current Date

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TBPE Firm Registration No. F-4097 | TBPLS Firm Registration No. 100464-00 | TBPLS Firm Registration No. 10194361

City Council-Regular
Meeting Date: 07/18/2022
Initiated By: Riazul Mia, Assistant City Manager
Staff Source: Arturo Garcia, Jr. P.E.

SUBJECT

Dynamic and Sustainable

Authorizing the Interim City Manager to award a contract to Square E Services, LLC in the amount of $523,093.85 for Supervisory Control and Data Acquisition (SCADA) System and Radio Telemetry Upgrades. The existing hardware and software have reached their end of life and require upgrades to meet current cybersecurity protection protocol and improved operations. Square E Services, LLC is the only GE certified process system integrator with a fully staffed office in Laredo. Funding is available in the 2019 and 2022 Utilities Revenue Bonds.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The existing radio telemetry hardware, SCADA PLC's, workstations and their associated software are between 10 and 16 years old and have reached their end of life. The outdated hardware and software do not contain the latest cybersecurity protection protocols needed for improved operations and reduction in hacking vulnerability.

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

Staff recommends approval.

Fiscal Impact

Fiscal Year: 2022

Bugeted Y/N?: Y
Source of Funds: Water Revenue Bond
Account #: 557-9875-535-9301
Change Order: Exceeds 25% Y/N: N
FINANCIAL IMPACT:
This is project # WP 1816. Funding is available in the 2019 Water Revenue Bond, account # 557-9875-535-9301 for $273,093.85 and in the 2020A Water Revenue Bond, account # 557-9877-535-9301 for $250,000.00.

Attachments

SCADA Package Proposal

SQUARE E- SERVICES, LLC
32238 Whipple Rd. Los
Fresnos TX 78566
Phone: 956-233-1911

SCADA System and Radio Telemetry Upgrades Project Pricing Package

Contractor Contact: Donovan Bragg (956-613-1157)
dbragg@squareellc.com

SQUARE E- SERVICES, LLC
32238 Whipple Rd. Los
Fresnos TX 78566
Phone: 956-233-1911

Project:
SCADA System and Radio Telemetry Upgrades

1. Pricing Package Summary Page 3
2. GE Software Upgrades PPS 3.6 Page 4
3. GE Software Upgrades WebSpace 6.0 Page 5
4. GE PLC Hardware Upgrades Page 6
5. Radio Telemetry Upgrades Page 7
6. APC UPS Hardware Upgrades Page 8
7. Dell Servers/workstations Page 9
8. PPS 3.6 System Requirements Page 10
9. Proficy WebSpace 6.0 Info Page 21
10. PLC Hardware Data Sheets Page 24
11. MDS Orbit Radio Data Sheet Page 32
12. APC UPS Data Sheets Page 36
13. Dell Servers/Workstations Data Sheets Page 44

Square E Services LLC

32238 Whipple Rd.
Los Fresnos TX 78566
Phone: 956-233-1911
Fax: 1-844-272-2172

Project Summary		
	TO	City Of Laredo
	Location	Jefferson Water Treatment Plant
		City of Laredo
	ATTN	Mike Rogers
	DATE	June 15,2022
SUBJECT	SCADA –Project Proposals Cost Summary	

Below you will find an Itemized Project Materials Cost summary.

1.	GE Software Upgrades PPS 3.6	$ 137,360.00 (Delivery 10 Days)
2.	GE Software Upgrades WebSpace 6.0	$ 79,440.00 (Delivery 10 Days)
3.	GE PLC Hardware Upgrades	$ 173,331.00 (Delivery 8-12 weeks)
4.	Radio Telemetry Upgrades	$ 33,512.85 (Delivery 3-6 weeks)
5.	APC UPS Hardware Upgrades	$ 39,190.00 (Delivery 2-4 weeks)
6.	Dell Servers/workstations	$ 60,260.00 (Delivery 8-12weeks)

Total Cost **$ 523,093.85**

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jpcantu@squareellc.com

Juan-Pablo Cantu, P.E

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Los Fresnos TX 78566
Phone: 956-233-1911
Fax: 1-844-272-2172

Proposal

TO	City Of Laredo
Location	Jefferson Water Treatment Plant
	City of Laredo
ATTN	Mike Rogers
DATE	June 15,2022
SUBJECT	SCADA --GE Software Upgrades

Our scope of services is to provide a complete Software Package as required to upgrade the Current GE Proficy Process Systems SCADA Package from the current version (PPS 2.1) to the most current version (PPS3.6)

This scope shall include the following:

Jefferson Water Treatment Plant

PPS v3.6 Premier iFIX Application Server & Redundant Application Server (4 Activation Keys/ ! Spare Key)
PPS v3.6 Operator Console iFIX (4 Activation Keys)

El Pico Water Treatment Plant

PPS v3.6 Premier iFIX Application Server & Redundant Application Server (4 Activation Keys/ 1 Spare Key)
PPS v3.6 Operator Console iFIX (4 Activation Keys)

Exclusions:

-This is a License and Software procurement package cost, all programming labor associated with Upgrading will be supplied under Square E Maintenance Contract

Package Total --- $ 137,360.00

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Phone: 956-233-1911
Fax: 1-844-272-2172

Proposal

TO	City Of Laredo
Location	Jefferson Water Treatment Plant
	City of Laredo
ATTN	Mike Rogers
DATE	June 15,2022
SUBJECT	SCADA --GE Software Upgrades

Our scope of services is to provide a complete Software Package as required to **REPLACE** the Current Terminal Services Remote Login software with GE WebSpace V6.0 Remote Login Software

This scope shall include the following:

Jefferson Water Treatment Plant

WebSpace v6.0 iFIX Independent Server – 20 Clients
WebSpace v6.0 iFIX Independent Server -20 Clients – (Back-up License)
Software Support Package – WebSpace Server

Exclusions:

-This is a License and Software procurement package cost, all programming labor associated with Upgrading will be supplied under the Square E Services LLC Maintenance Contract

Package Total --- $ 79,440.00

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Fax: 1-844-272-2172

Proposal

TO	City Of Laredo
Location	Jefferson Water Treatment Plant
	City of Laredo
ATTN	Mike Rogers
DATE	June 15,2022
SUBJECT	SCADA --GE PLC Hardware Upgrades

Our scope of services is to provide a PLC Hardware Package as required to upgrade the excising PLC Equipment as required by GE to facilitate the integration of the new PPS 3.6 Software Upgrade Package.

This scope shall include the following:

Jefferson Water Treatment Plant

15 Units	GE Processor GEIP IC695CE310 (Replaces Existing units)
25 Units	GE MULTIPURPOSE 12/240VAC Power Supply GEIP IC695PSA140 (matches existing units)
5 Units	GE Ethernet Communications Module GEIP IC695ETM001 (matches existing units)

El Pico Water Treatment Plant

8 Units	GE Processor GEIP IC695CE310 (Replaces Existing units)
15 Units	GE MULTIPURPOSE 12/240VAC Power Supply GEIP IC695PSA140 (matches existing units)
3 Units	GE Ethernet Communications Module GEIP IC695ETM001 (matches existing units)

Exclusions:

-This is a Hardware procurement package cost, all labor associated with Upgrading will be supplied under the Square E Services LLC Maintenance Contract

Package Total --- $ 173,331.00

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Proposal

TO	City Of Laredo
Location	Jefferson Water Treatment Plant
	City of Laredo
ATTN	Mike Rogers
DATE	June 15,2022
SUBJECT	SCADA --GE Radio Telemetry Upgrades

Our scope of services is to provide a Radio Package as required to upgrade the Excising Radio Telemetry System as per the Radio Telemetry Communications Improvements Report Submitted by Ardurra Engineering in December of 2021.

This scope shall include the following:

Jefferson Water Treatment Plant

GE Orbit MCR 900mgz Unlicensed Spread Spectrum Radio
4 Ethernet Ports
2 Serial Ports
WIFI Capable/VLAN Capable/Firewall Secure

Exclusions:

-This is a Hardware procurement package cost, all labor associated with Upgrading will be supplied under the Square E Services LLC Maintenance Contract

21 Units @ 1595.85 each

Package Total --- $ 33,512.85

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Fax: 1-844-272-2172

Proposal

TO	City Of Laredo
Location	Jefferson Water Treatment Plant
	City of Laredo
ATTN	Mike Rogers
DATE	June 15,2022
SUBJECT	SCADA –APC UPS Hardware Upgrades

Our scope of services is to provide a PLC Hardware Package as required to upgrade the excising PLC Equipment as required by GE to facilitate the integration of the new PPS 3.6 Software Upgrade Package.

This scope shall include the following:

Jefferson Water Treatment Plant

8 Units APC Smart-UPS Rack Mount SURTA3000RMXL3U
1 Unit APC Smart-UPS Rack Mount SURTD5000RMXLP3U

El Pico Water Treatment Plant

1 Unit APC Smart-UPS Rack Mount SURTD5000RMXLP3U

Exclusions:

-This is a Hardware procurement package cost, all labor associated with Upgrading will be supplied under the Square E Services LLC Maintenance Contract

Package Total --- $ 39,190.00

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Fax: 1-844-272-2172

Proposal

TO	City Of Laredo
Location	Jefferson Water Treatment Plant
	City of Laredo
ATTN	Mike Rogers
DATE	June 15,2022
SUBJECT	SCADA –Dell Server/Workstation Upgrades

Our scope of services is to provide Dell Servers, Engineering Workstations and Operator Workstations as required to meet System SCADA PPS 3.6 Software and City of Laredo Security requirements

Jefferson Water Treatment Plant

Dell Servers -- Dell PowerEdge 350 Rack Server
1. PPS 3.6 Application System Server
2. WebSpace 6.0 Independent Server

Dell Engineering Workstations – Dell Precision 5820 Tower
1. Engineering Workstation (System Software Development Computer)
2. Operator Workstations (3 Units)

El Pico Water Treatment Plant

Dell Servers -- Dell PowerEdge 350 Rack Server
1. PPS 3.6 Application System Server
2. WebSpace 6.0 Independent Server

Dell Engineering Workstations – Dell Precision 5820 Tower
1. Engineering Workstation (System Software Development Computer)
2. Operator Workstations (3 Units)

Exclusions:

-This is a Dell Server/Workstation procurement package cost, all labor associated with Upgrading will be supplied under Square E Maintenance Contract

Package Total --- $ 60,260.00

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Juan-Pablo Cantu, P.E

Proficy* System Requirements

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Proficy* Machine Edition 9.50

Operating System

Machine Edition Product	Windows 7SP1	Windows 8 and 8.1	Windows 10
Logic Developer – PLC	√	√	√
QP+ View Developer	√		√
QP+ Logic Developer – PC	√		√

Notes

a. Windows regional settings must be set to English
b. 32-bit & 64-bit variations of Windows are supported (64-Bit recommended)
c. It is a good security practice to always run software that has had security patches and other operating system support fixes provided by Microsoft and applied by the owner/operator as part of a cyber maintenance program.
d. It is recommended to apply security patches and other operating system support fixes before installing.
e. When using Profinet, a 64 bit Operating System is highly recommended.

Windows Administrator Settings

Some features of Proficy* Machine Edition are not supported when running without elevated access.

When using the following features, you can lower your User Account Control settings and/or set up Proficy* Machine Edition Engineering to always "Run As Administrator":

- View and Logic Developer PC
- View and Logic Runtimes
- EGD Management Tool
- PAC Systems Analyzer Tool
- Profinet DCP Tool
- PAC8000 I/O Configuration Tool
- Serial PLC Communications
- Creating Custom Project Templates
- IEC 61850 Configurator
- Toolbox ST Trender

Processor Speed and Memory

- Minimum (for small to medium-sized projects):
  - Intel Core i5 with 4 GB RAM
  - AMD FX or Phenom II X6 with 4 GB RAM
- Strongly recommended for large projects or when using multi-instance
  - Intel quad-core Core i7 with 8 GB RAM and 64-bit Windows

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- AMD higher FX or Phenom II X6 models with 8 GB RAM and 64-bit Windows

Notes

a. When using multiple instances, each instance will consume the resources required for a single instance. Running too many instances may cause your system to become unstable. You can run more instances with small projects than with medium or large projects. In general, more than 5 instances of small projects, 3 instances of medium projects or 2 instances of a large project will likely impact performance on most systems.
b. A large project is one that exceeds 125,000 variables, 128 blocks, 10 targets, or combinations of each that would exceed these values.

Miscellaneous Requirements

- Internet Explorer Version: 11.0 or newer with current updates.

  Note: Install Internet Explorer before installing Machine Edition.
- TCP/IP Network protocol-based computer (if you use an Ethernet connection).
- .NET Framework 4.6 Full. If the Microsoft .NET Framework is not yet installed, it is automatically included during the installation of Machine Edition and may require a reboot to complete the installation. This installation requires a minimum of Windows 7 SP1.
- 2 GB of hard disk space. Additional space is required for your projects and temporary files.
- The Development Environment is supported on VMware Player or VMware Workstation

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Proficy* View & Control Runtime (Windows PC) 9.50

When you install only View Runtime or Control Runtime from the DVD, the Runtime executables are automatically updated from the development computer when the project is downloaded.

Operating System

Machine Edition Product	Windows 7SP1	Windows 8 and 8.1	Windows 10
QP+ View Developer	√	-	√
QP+ Logic Developer – PC	√	-	√

- Windows 7 Ultimate, Windows 7 Enterprise, Windows 7 Professional and Windows 10.

  Notes

  - The above versions of Windows are supported in both 32-bit and 64-bit.
  - Windows regional settings must be set to English.

  Important: Windows 8 and 8.1 does not support View Runtime or Control Runtime

- 233 MHz Pentium-based workstation (1.6 GHz recommended)
- 200 MB free hard disk space
- 128 MB RAM (1 GB recommended)

The following table describes the minimum requirements needed for the range of variables defined in your projects.

Requirements	Variables		
	< 500	500 - 10000	> 10000
CPU	233 MHz	1 GHz	2 GHz
Disk Space	200 MB	200 MB	200 MB
RAM	128 MB	512 MB	1 GB

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Proficy* Process Systems 3.50

Some components of the Proficy* Process Systems products may (or may not) be supported on alternate operating systems. For detailed information, refer to the product's installation guide for more information.

System Components

Proficy* Process Systems is made up of several products, more details are available within the documentation of those products.

Product	Version	Engineering Workstation	Operator Console	Application Server	System Server
PME (LD PLC)	9.50	√			
HMI (CIMPLICITY)	9.50	√	√	√	
HMI (iFix)	5.8	√	√	√	
EGD Driver	7.40k	√	√	√	√
EGD Tools	6.01	√	√	√	√

System Level Operating System

PPS Product	Windows 7	Server 2012
Engineering Workstation	√	
Operator Console	√	√
Application Server	√	√
System Server	√	√

Regional Settings

PPS Product	Regional Setting	English OS	German/French OS (Single-Byte)	Simplified Chinese OS (Double-Byte)	Russian OS (Cyrillic)
Engineering Workstation	U.S.	√	√	√	√
	LOCAL				
Operator Console	U.S.	√	√	√	√
	LOCAL		√	√	√
Application Server	U.S.	√	√	√	√
	LOCAL		√	√	√
System Server	U.S.	√	√	√	√
	LOCAL				

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Proficy* Change Management 9.50

Operating System

Change Management Component	Windows 7	Windows Server 2008 SP2	Windows Server 2008 R2
Server	√	√	√
Thick Client	√	√	√
Scheduler Engine	√	√	√
Thin Client	√	√	√

Notes

- Windows regional settings must be set to English.
- For the above Windows, you must be an Administrator. PCM installation and functionality are supported only while running in Administrator mode. Non-administrator mode is not supported.
- The above Windows are supported in both 32-bit and 64-bit.
- The PCM Server and Thick Client are not supported in environments that use Microsoft Terminal Services or Microsoft Cluster Server. The PCM Thin Client is supported in environments that use Microsoft Terminal Services.
- To connect to the PCM server in a 64-bit environment, you will need to enter the PCM server IP address and name in the hosts file.
- If you install the PCM Server on Windows Server 2012 R2, after the installation you may need to run the following command line once to make the PCM Server service appear in the Registry and the Services list properly:
  `"C:\Program Files (x86)\Proficy\Proficy Machine Edition\fxManager\Server\fxServer.exe" -service`

Processor Speed and Memory

For the PCM Server, Thick Client, and Scheduler Engine:

- Minimum (for small to medium-sized projects):
  - Intel Core i5 with 4 GB RAM
  - AMD FX or Phenom II X6 with 4 GB RAM
- Strongly recommended for large projects:
  - Intel quad-core Core i7 with 8 GB RAM and 64-bit Windows
  - AMD higher FX or Phenom II X6 models with 8 GB RAM and 64-bit Windows

Note: See your sales representative for server system recommendations based on your projected number of PCM Clients and the projected size of your project database.

For the PCM Thin Client, including the Scheduler and Scheduler Editor used with the Thin Client:

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- 1.5 GHz Pentium-based computer recommended.
- 512 MB RAM (1 GB recommended).

Miscellaneous Requirements

- Internet Explorer Version: 11.0, 10.0, 9.0, 8.0, or 7.0, with current updates.

  Note: Install Internet Explorer before installing Change Management.
- Ethernet Network Adapter and the TCP/IP Network Protocol (100 Mbit).
- .NET Framework 4.6 Full for the PCM Server, Thick Client, and Scheduler Engine. If the Microsoft .NET Framework is not yet installed, it is automatically included during the installation of Change Management and may require a reboot to complete the installation.
- .NET Framework 2.0 for the PCM Thin Client.
- PCM Thick Client for the PCM Scheduler Engine.
- Free hard disk space:
  - 20 GB, plus storage space for project files, for the PCM Server.
  - 50 MB, plus storage space for project files, for the PCM Thick or Thin Client (500 MB recommended to start with).
  - 50 MB (in addition to hard disk space required for the PCM Thick Client) for the PCM Scheduler Engine.
- One of the following version control systems (VCS) for the PCM Server:

  - Apache Subversion version 1.8.3 (or greater). For more details, visit Apache's web site at http://subversion.apache.org/packages.html and download any binary installer package for Windows 32-bit that is based on version 1.8.3 (or greater).

    Notes

    - You can choose to download and compile the source files rather than downloading the binary installer files. For more details, visit Apache's web site at http://subversion.apache.org/download/.
    - Subversion with Proficy Change Management is supported only on Windows operating systems.
    - Only 32-bit Subversion is supported or compatible in Proficy Change Management.
  - Microsoft Visual SourceSafe 6.0d Build 31222 or later (Server installation), or Visual SourceSafe 2005.

    Notes

    - The 6.0d version can be acquired by installing the Microsoft Visual Studio 6 SP6 update. For more details, visit Microsoft's web site at www.microsoft.com.
    - If Visual SourceSafe 6.0 is installed and you want to upgrade to Visual SourceSafe 2005, you must first uninstall Proficy Machine Edition, **restart your computer to avoid potential operating system corruption**, and then uninstall Visual SourceSafe 6.0. You can then install Visual SourceSafe 2005, and then reinstall Machine Edition. Uninstalling only Visual SourceSafe 6.0 does not remove it from the computer because Machine Edition retains a copy.

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Subversion Repository

- The migration of Proficy Change Management Visual SourceSafe (VSS) repository data to Subversion is NOT supported. If you want to migrate your data and retain the revision/history information, please contact GE Intelligent Platforms.
- Microsoft retired Visual SourceSafe from mainstream support on July 10, 2012 with extended support ending on July 11, 2017. If you are currently using VSS, you can continue to do so, and can use this DVD to install the latest SIMs for Proficy Change Management. Support of Subversion (SVN) as a repository is new to this version of Proficy Change Management. Below is a set of steps detailing a sample install and setup of SVN as the Proficy Change Management repository.

Example SVN Installation

The following procedure outlines the steps required to implement SVN as the Proficy Change Management repository. SVN is the Apache Subversion package for Windows. This procedure is a guideline for demonstration purposes only and may differ from the steps required when using other server packages.

1. Install 32-bit SVN version 1.8.3 (or greater).

   NOTE: The *svnadmin* and *svnserve* utilities are required.

2. Install the Proficy Change Management Server with SVN as your repository. For more information, see "To install the Proficy Change Management Server" in the Getting Started Guide.
3. Create a new SVN repository by opening a Windows command prompt, and then running `svnadmin create [chosen path]`; where `[chosen path]` is the location of the SVN repository. We recommend: `C:\Program Files (x86)\Proficy\Proficy Machine Edition\fxManager\Server\SVN`.

   NOTE: When you try to use an MS-DOS command that contains a path statement, you may receive an error message if you use a path statement that contains spaces. To resolve this issue, place quotation marks around each path parameter that contains a space. For example, `svnadmin create "c:\Program Files (x86)\TestDirectory"`.

4. Perform the following steps to configure the newly created SVN repository. For example, please see the `Example_Config_SVN.zip` file.
   a. Configure the `authz` file to add a user account with the following entry: `fxMgrServer = rw`. This file is located in the `C:\Program Files (x86)\Proficy\Proficy Machine Edition\fxManager\Server\SVN\conf` folder.

      NOTE: Make sure that the `conf` folder has read/write privileges. Also, be sure to include the `[/]` syntax to designate a new section.

   b. Configure the `passwd` file to add a password for the account you just created with the entry, `fxMgrServer = fxMgr`. This file is located in the `C:\Program Files`

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`(x86)\Proficy\Proficy Machine Edition\fxManager\Server\SVN\conf` folder.

c. To set the SVN system location for username and password information, configure the `svnserve.conf` file to specify the location of the authorization and password files. The `svnserve.conf` file is located in the `C:\Program Files (x86)\Proficy\Proficy Machine Edition\fxManager\Server\SVN\conf` folder. Under the `[general]` section, remove the comments marker from the following lines:
   - `anon-access = none`
   - `password-db = passwd`
   - `authz-db = authz`

d. Create a batch file named `pre-revprop-change.bat` containing the text `exit 0`, and then add the batch file to the `C:\Program Files (x86)\Proficy\Proficy Machine Edition\fxManager\Server\SVN\hooks` folder.

5. In the Windows command prompt, create a Windows service for *svnserve* with the following command line:

```
sc create SVNSERVE binPath= "\"C:\Program Files
(x86)\Subversion\bin\svnserve.exe\" --service --listen-port 9999 --
compression 0 --memory-cache-size 1024 --cache-txdeltas yes -r
\"C:\Program Files (x86)\Proficy\Proficy Machine
Edition\fxManager\Server\"" start= auto DisplayName= "SVNServer
Service"
```

NOTES:

- This path depends on where Subversion was installed.
- The escaped * characters found in the command line are required to delimit the path as a parameter to the *svnserve* tool and *svnserve* itself. If you copy and paste this command line to the Windows command prompt, you may need to change the " characters to real double quotes if they are curled quotes in these instructions.

6. Run the Proficy Change Management `ServerConfig.exe` file, which is located in the `C:\Program Files (x86)\Proficy\Proficy Machine Edition\fxManager\Server` folder, and then confirm or configure the following information.

a. In the **Server Description** field, enter the hostname of the computer.
b. In the **User Name** field, confirm or enter `fxMgrServer`.
c. In the **Password** field, confirm or enter `fxMgr`.

NOTE: The user name and password can be changed in the SVN repository. They are located in the `conf/authz` and `conf/passwd` files.

d. In the **SVN Repository** field, enter `svn://<servername>:9999`, where <*servername*> is the name of the server.

IMPORTANT: Make sure that the <*servername*> is lower case.

e. In the **Root Project** field, enter `:/SVN`. (This is the last directory of the chosen path in step 3.)

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f. In the **Working Folder** field, select `c:\`. The working directory will be `c:\FX`. If this directory already exists, remove it first.

7. Configure the Proficy Change Management Server service to depend on the SVN Server service, in addition to the standard RPCSS service using the following command.

```
sc config fxServer depend= RPCSS/SVNSERVE
```

Supported Product Modules

Below is a list of custom project support modules included on the Change Management installation DVD. A custom project module is a group of configuration files and scripts that let you manage projects of that project type on a Change Management system.

You must select the desired modules when you install the Change Management Server/Client system. You may also have to update certain files based on the configuration of your system and network.

Project Type Modules

- **CIMPLICITY:** Version 7.0 or higher.
- **Engineering Workstation:** Version 6.0 or greater.
- **Proficy iFIX:** iFIX 5.1, 5.5, or 5.8.
- **LM9030:** LogicMaster 90-30 projects, version 9.05.
- **LM9070:** LogicMaster 90-70 projects, version 7.05.
- **Machine Edition:** Version 5.9 or greater.
- **Microsoft Excel:** Microsoft Excel™ *.XLS documents.
- **Microsoft Word:** Microsoft Word™ *.DOC documents.
- **RSLogix 5, 500, and 5000:** RSLogix 5 *.RSP files, RSLogix 500 *.RSS files (versions 7.10.00, 7.20.00, 7.30.00, and 8.10.00), or RSLogix 5000 *.ACD files (version 15.01.00, 16.00.00, 18.00.00, 19.00.00, 21.00.00, 23.00.00, 24.00.00, 26.00.00, and 27.00.00). Change Management supports both the standard and professional versions of RSLogix software.
- **Siemens S7**: Versions 5.3x and 5.4 SP1 and 5.4 SP4.
- **Unity Pro XL**: Version 11.0 or greater.

Thin Client Modules

- **RSLogix 5, 500, and 5000:** RSLogix 5 *.RSP files, RSLogix 500 *.RSS files (versions 7.10.00, 7.20.00, 7.30.00, and 8.10.00), or RSLogix 5000 *.ACD files (version 15.01.00, 16.00.00, and 18.00.00). Change Management supports both the standard and Professional versions of RSLogix software.
- **Siemens S7:** Versions 5.3x and 5.4 SP1 and 5.4 SP4.
- **Modicon ProWORX32:** Version 2.0.

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As-is Project Type Modules

The following project types have not been validated for Proficy Change Management 5.90, 6.50, 7.00, 7.50, 8.00, 8.50, 8.60, 9.00, and 9.50. They are available as is:

- **ABB Robots:** ABB Robot device programs and configuration data files, S4C plus robot controllers with Robotware 4.0 Rev 70.

  Note: While only models listed above are fully tested and supported, this module should work with most ABB Robot hardware.

- **AutoCAD:** AutoCAD™ *.DWG files.
- **Fanuc CNC:** Fanuc CNC device programs and data files, PowerMate and CNC 16iM models only.

  Notes

  - CNC 16iM models require CNC Executive version B0F2/23 and FWLib version 1.13.0.1.
  - While only models listed above are fully tested and supported, this module should work with most Fanuc CNC hardware.

- **Modicon Concept:** Version 2.6
- **Modicon ProWORX:** Modicon ProWORXPLUS and Modicon ProWORX NxT projects, version 2.20 SP6.
- **Process Windows:** Version 2.x.
- **Siemens 840D CNC:** Siemens 840D CNC ARC files from the archiving system in the CNC PCU (PC Unit).
- **Siemens S5:** Version 7.2.
- **Wonderware:** Version 9.0.

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Proficy Webspace Version 6.0 from GE Digital

Deliver advanced control and visualization over iPad, Android, and a Web browser

Increase operator agility and effectiveness to improve business Performance

Proficy Webspace from GE Digital offers an easy-to-use, full-featured Web and mobile client that enables you to extend, expand, and enhance your new or existing iFIX or CIMPLICITY applications systems from GE Digital. It enables full control and visualization over your company Intranet or secure Internet without the need to change or alter your software application and can be set up within minutes.

With Proficy Webspace, you can reduce costs, improve time to action, and expand analytic capability—driving sustainable advantages across all levels of your business, including management, operators, engineering, and IT levels.

Outcomes

- Increase information sharing across teams with a full-featured, secure-by-design Web and mobile client for iFIX or CIMPLICITY
- Speed the right actions with model-based navigation and quick access to information over the Internet, anywhere
- Save time with zero client configuration and the ability to port screens instantly
- Decrease costs with one server that renders three applications on your choice of client, including iOS, Android, and browser access
- Boost flexibility by dynamically adjusting control points on the- fly and viewing multiple systems simultaneously
- Improve analytical and planning abilities with real-time data and information viewing

01 Extend your HMI/SCADA with the power of the Industrial Internet

Proficy Webspace extends 100% of your iFIX and CIMPLICITY system viewing and control abilities into a Web browser or tablet. A “zero-install” HTML5 client allows you to your applications from popular Web browsers on Windows, Mac, and Linux computers. For MAC OS X users, a dedicated app multi-monitor support, client sound, and Max OS X Gatekeeper support

Proficy Webspace doesn’t compromise your proven applications, graphics, or functionality— providing a full-featured client and delivering comprehensive functionality over a browser.

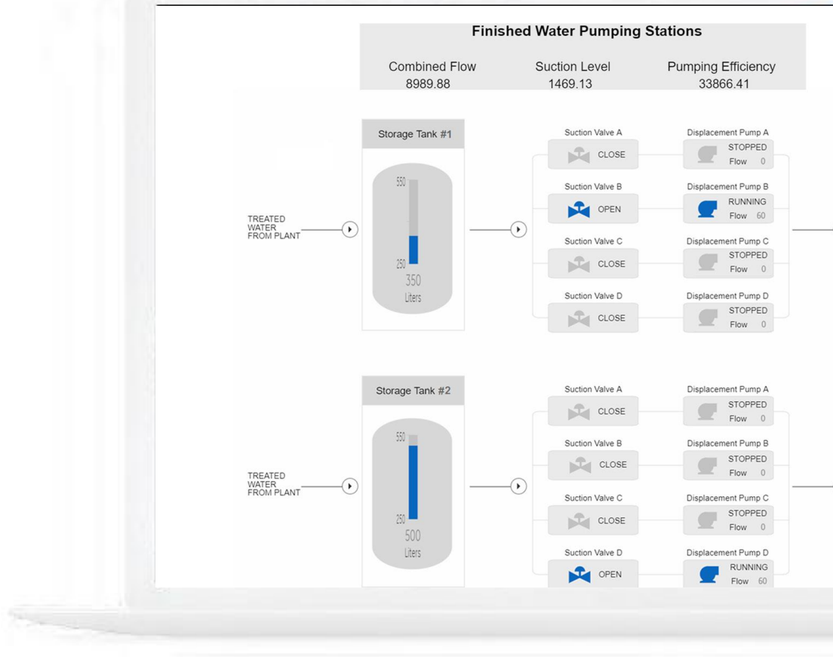
02 Increase information sharing with flexible, secure-by-design technology

With support for up to 70 simultaneous clients, Proficy Webspace enables new and existing systems to be dynamically expanded across the facility or globe. The solution enhances your user experience with the ability to run multiple Webspace clients and view many systems from one point. Additionally, Webspace allows you to manually configure a sandbox and white list entries for files and programs.

03 Gain full-featured mobility with the SCADA app

Easily and quickly harness the power of your HMI/SCADA on iPad or Android devices with minimal engineering effort. Download the free SCADA app and instantly connect to your runtime projects, and leverage the same full-featured capabilities of a standard client with full HMI/SCADA functionality, including third-party app support with no screen conversions required.

Thanks to the Mobile Sense technology, your application accessed from mobile devices, behave and respond more like mobile apps.



Proficy Webspace extends your application viewing and control abilities right into a Web browser—without compromising features, graphics, or functionality.

04 Increased security

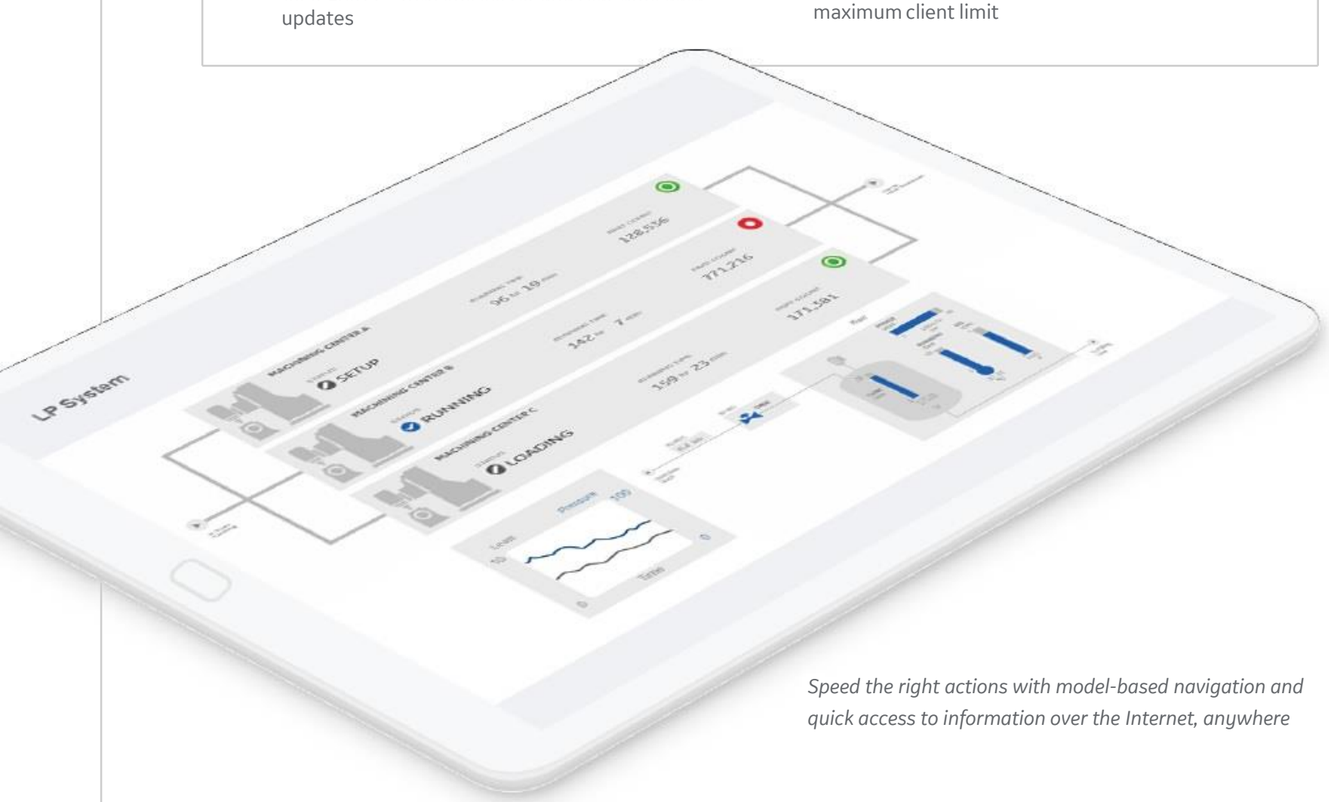
Your application deserves the best protection. For that matter, Proficy Webspace leverages SSL/TLS Encryption (up to 256-bit AES) to ensure the security of the data that is transmitted over the network.

Proficy Webspace Version 6.0 from GE Digital

Deliver advanced control and visualization over iPad, Android, and a Web browser

Features

- New Zero-install HTML5 client, no third-party software required
- New option for strong encryption
- New App for MAC OS X - simplified installation, multi-monitor support, client sound, and Max OS X Gatekeeper support
- Client-side scaling support for high-resolution devices
- Mobile Sense Technology Mobile for a better UX on mobile devices
- Load balancing and high availability
- Full-featured Web and mobile client for iFIX or CIMPLICITY—with one server and real-time data updates
- No restrictions on secure containment of third-party controls; launch third-party apps triggered in iFIX or CIMPLICITY, control elements operable within Webspace and inherit security setup
- External access over the Internet, multi-tab browser support, remote access for debug and support
- E-signature enhances security and audit trail
- Support displays with animations
- View, acknowledge, and silence alarms and warnings
- Administration: Client disconnect, client session shadowing, SSL 56 bit encryption, port selection, maximum client limit



Speed the right actions with model-based navigation and quick access to information over the Internet, anywhere

Software requirements

Proficy Webspace has many flexible configuration topologies and can be installed either on an independent dedicated server or your main application server.

- Server
  - Windows 10, 8.1 and 8: Professional and Enterprise Edition (64 bit)
  - Windows Server 2016 and 2012 R2: Standard and Datacenter Edition (64 bit)
  - Windows Server 2012: Standard Edition (64 bit)
  - Windows Server 2008 R2 with SP1: Standard and Enterprise Edition (64 bit)
  - Windows 7 with SP1 (x64): Professional, Ultimate and Enterprise Edition (64 bit)
- Full VM Support including: VMware vSphere, Microsoft Hyper-V, and Citrix XenServer
- Web browsers
  - Microsoft Windows Internet Explorer
  - Mozilla Firefox
  - Apple Safari
  - Google Chrome
- App for MAC OS X

Hardware and software requirements are representative and may vary by customer deployment.
Please consult the product documentation for more details

Speed response to HMI/SCADA events and data by sharing information anywhere, anytime with Proficy Webspace for iPad, Android, and a browser.

LEARN MORE

Proficy Webspace Version 6.0 from GE Digital

Deliver advanced control and visualization over iPad, Android, and a Web browser

Services

In the world of Industrial Internet of Things (IIoT), organizations are able to optimize productivity, reduce costs, and achieve Operational Excellence. While this is an exciting time for opportunity and growth, it can also bring on new challenges, questions, and uncertainty. No matter where you are on your IIoT journey, GE Digital has the right services offering for you.

Advisory Services We can help you plan and start your IIoT journey in a way that aligns to your specific business outcomes.

Managed Services We can help you maintain your critical machines from one of our remote locations around the world using model-based predictive analytic technology.

Implementation Services Our experienced global Automation partners can implement a collaborative, multi-generational program that marries your existing investments to the right enhancements and technology.

Education Services We specialize in education services to ensure that you're leveraging our solutions to the fullest extent with our training and certificate programs.

Acceleration Plans Let us help by ensuring that your business continues to operate at its highest efficiency, all while mitigating risks to your investments.

Cybersecurity Our solutions provide industrial-grade security for a wide range of OT network and application topologies.

Related Products

GE Digital's HMI and SCADA suite helps you precisely monitor, control, and visualize every aspect of your operations, enabling operators to make the best decisions faster.

iFIX

Gain visibility into your operations and secure agility for smarter decision making that drives results.

CIMPLICITY

Drive real-time visibility for smart operators with true client-server based visualization and control.

Proficy Operations Hub

A centralized environment for aggregating and visualizing contextual and situational information for industrial applications – supporting rapid application development and rich displays for faster operational response and better decision making

Continue your IIoT journey

Transforming your business requires foundational innovations that lay the groundwork for future success. It requires connecting assets and processes securely to drive operational efficiencies, reduce unplanned downtime and improve performance.

Predix

Innovate and transform your business with the cloud-based operating system for the Industrial Internet, purpose-built for industry.

Proficy Plant Applications

Maximize overall equipment effectiveness (oee), improve production scheduling, and ensure product quality by leveraging real time production data

Proficy Historian

Optimize asset and plant performance through time-series industrial data collection and aggregation, leveraging Predix IIoT connectivity.

About GE

GE (NYSE: GE) is the world's Digital Industrial Company, transforming industry with software-defined machines and solutions that are connected, responsive and predictive. GE is organized around a global exchange of knowledge, the "GE Store," through which each business shares and accesses the same technology, markets, structure and intellect. Each invention further fuels innovation and application across our industrial sectors. With people, services, technology and scale, GE delivers better outcomes for customers by speaking the language of industry.

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Contact

www.gedigital/digital

Universal Bases Power Supplies

The RX3i power supply modules simply snap in just like I/O, and they work with any model CPU. Each version provides auto-ranging so there is no need to set jumpers for different incoming power levels, and they are current limiting so a direct short will shut the power supply down to avoid damage to the hardware. Advanced diagnostics and built-in smart switch fusing are among the other performance and safety features. The multipurpose power supplies can be configured for incremental capacity or redundancy.

	IC695PSA040	IC695PSD040	IC695PSA140	IC695PSD140	IC695ACC402
Product Name	**Power Supply, 120/240 VAC, 125 VDC (Can not be on the same backplane with more than one power supply)**	**Power Supply, 24 VDC (Can not be on the same backplane with more than one power supply)**	**Multipurpose Power Supply, 120/240 VAC, 125 VDC. Supports multiple multi-purpose power supplies.**	**Multipurpose Power Supply, 24 VDC. Supports multiple multi-purpose power supplies.**	**Multipurpose Power Supply, 24 VDC. Supports multiple multi-purpose power supplies.**
Lifecycle Status	Active	Active	Active	Active	Active
Module Type	Universal Base Power Supply	Universal Base Power Supply	Universal Base Power Supply	Universal Base Power Supply	Universal Base Power Supply
Backplane Support	Universal Backplane Only. Uses PCI Bus.	Universal Backplane Only. Uses PCI Bus.	Universal Backplane Only. Uses PCI Bus.	Universal Backplane Only. Uses PCI Bus.	Universal Backplane Only. Uses PCI Bus.
Number of Slots Module Occupies on Backplane	2	1	2	1	1
Power Source	100-240 VAC or 125 VDC	24 VDC	100-240 VAC or 125 VDC	24 VDC	24 VDC
Redundant and Added Capacity Support	No	No	Yes, Up to 4 Multipurpose power supplies supported on a Universal base	Yes, Up to 4 Multipurpose power supplies supported on a Universal base	Yes, Up to 4 Multipurpose power supplies supported on a Universal base
Output Source	40 watts total. 30 watts max at 3.3 VDC; 30 watts max at 5 VDC; 40 watts at 24 VDC Relay, no 24 VDC isolated available.	40 watts total. 30 watts max at 3.3 VDC; 30 watts max at 5 VDC; 40 watts at 24 VDC Relay, no 24 VDC isolated available	40 watts total. 30 watts max at 3.3 VDC; 30 watts max at 5 VDC; 40 watts at 24 VDC Relay, no 24 VDC isolated available	40 watts total. 30 watts max at 3.3 VDC; 30 watts max at 5 VDC; 40 watts at 24 VDC Relay, no 24 VDC isolated available.	40 watts total. 30 watts max at 3.3 VDC; 30 watts max at 5 VDC; 40 watts at 24 VDC Relay, no 24 VDC isolated available.
Number of Redundant Power Supplies Supported	N/A	N/A	Two Multipurpose Power Supplies are supported on the Universal Base configured for redundancy	Two Multipurpose Power Supplies are supported on the Universal Base configured for redundancy	Two Multipurpose Power Supplies are supported on the Universal Base configured for redundancy

Remote Base Power Supplies

The RX3i power supply modules simply snap in just like I/O, and they work with any model CPU. Each version provides auto-ranging so there is no need to set jumpers for different incoming power levels, and they are current limiting so a direct short will shut the power supply down to avoid damage to the hardware. RX3i power supplies are tied into the performance of the CPU for simplex, fail-safe, and fault tolerance. Advanced diagnostics and built-in smart switch fusing are among the other performance and safety features.

	IC694PWR321	IC694PWR330	IC694PWR331	IC693PWR332
Product Name	**Power Supply, 120/240 VAC, 125 VDC**	**Power Supply, 120/240 VAC, 125 VDC**	**Power Supply, 24 VDC**	**Power Supply, 12 VDC**
Lifecycle Status	Active	Active	Active	Active
Module Type	Expansion Power Supply	Expansion Power Supply	Expansion Power Supply	Expansion Power Supply
Backplane Support	Remote Bases Only	Remote Bases Only	Remote Bases Only	Remote Bases Only
Power Source	100-240 VAC or 125 VDC	100-240 VAC or 125 VDC	24 VDC	12 VDC
High Capacity	No	Yes	Yes	Yes
Output Source	30 watts total; 15 watts 5 VDC; 15 watts 24 VDC relay; 20 watts 24 VDC isolated	30 watts total; 30 watts 5 V; 15 watts 24 V relay; 20 watts 24 V isolated	30 watts total; 30 watts 5 V; 15 watts 24 V relay; 20 watts 24 V isolated	30 watts total; 30 watts 5 V; 15 watts 24 V relay; 20 watts 24 V isolated
Cable Length to Redundant Power Supply Adapter	N/A	N/A	N/A	N/A
Redundant Power Supply Adapter Rack Compatibility	N/A	N/A	N/A	N/A
24 VDC Output Current Capacity	0.8 A	0.8 A	0.8 A	0.8 A

Remote Base Power Supplies

The RX3i power supply modules simply snap in just like I/O, and they work with any model CPU. Each version provides auto-ranging so there is no need to set jumpers for different incoming power levels, and they are current limiting so a direct short will shut the power supply down to avoid damage to the hardware. RX3i power supplies are tied into the performance of the CPU for simplex, fail-safe, and fault tolerance. Advanced diagnostics and built-in smart switch fusing are among the other performance and safety features.

	IC693PWR328
Product Name	**Power Supply, 48 VDC**
Lifecycle Status	Active
Module Type	Expansion Power Supply
Backplane Support	Remote Bases Only
Power Source	48 VDC
High Capacity	No
Output Source	30 watts total; 15 watts 5 V; 15 watts 24 V relay; 20 watts 24 V isolated
Cable Length to Redundant Power Supply Adapter	N/A
Redundant Power Supply Adapter Rack Compatibility	N/A
24 VDC Output Current Capacity	0.8 A

PACSystems™ RX3i CPUs

Industrial Internet Ready

Equipment builders are continuously looking for ways to improve the performance and flexibility of their equipment while reducing size and complexity. Fast, easy-to-configure connectivity to Emerson's PACSystems controllers and extensive range of I/O options enable scalable machine automation and highly distributed modular machine designs. The end result is high performance automation for the industrial internet.

- Simple configuration, maintenance and operation
- Single point of connect no matter what distance
- High-speed communication for real-time control
- Advanced asset management with Hart pass-through I/O

High Performance

Analyze and improve even the most complex application right at the source. The latest RX3i CPUs now offer multiple processing cores, allowing you to do more with your CPUs. A large working memory in every high speed RX3i CPU lets you store more data and access it faster than ever before. The RX3i offers premier high speed performance and data handling across any multi-disciplined control system. Whether you're accessing consistent gigabit speed data across the backplane or over fiber, kilometers away, the RX3i CPUs are built for rapid, reliable performance.

PROFINET Advantage

PROFINET I/O solutions can provide productivity and performance advantages for virtually any type of control application in a range of industries. Connect to any of Emerson's purpose-built I/O families through a PROFINET interface for advanced flexibility and performance.

Best Availability

Can your process controller keep up with system demands? Many of today's controllers take ten milliseconds or more to switchover in the event of a fault or other system event. Often controllers are also limited in real I/O connections due to bottlenecks in overall data collection. Eliminate delays by combining RX3i and PROFINET to get gigabit speed everywhere and bumpless switchover. Choose RX3i High Availability and prevent unexpected failure and costly downtime.

Flexibility and Scalability

PACSystems provides a vast amount of I/O, communications, and specialty modules to handle a variety of process and discrete applications. It provides one of the best migration paths in the industry with the ability to bring Series 90-30 modules directly into the PACSystems backplane to save rewiring and space. In addition, programs move with ease to the new programming and configuration environment, PAC Machine Edition, getting applications up and running in minutes.

Secure by Design

With defense-in-depth architectures and security built-in, we secure assets from potential cyber threats to protect our customers' most important assets. RX3i CPUs prioritize security with technologies such as Trusted Platform Modules (TPM) and digitally signed firmware. Understanding industrial controls are constant targets of cyber threats, we've also designed all RX3i CPUs to protect against harmful man-in-the middle and denial of service attacks as indicated by Achilles Level 2 Certifications. Encrypted communications are executed through OPC UA while a broad suite of cyber-security tools help prevent unauthorized updates.

EMERSON™

Feature	Benefit
High performance	■ Gigabit communications for faster, higher volume of data for analysis ■ Latest CPUs offer multi-core processors for reduced latency for more precise data or I/O control ■ Built-in Ethernet ports and switches reduce application complexity
Simplification	■ Store large amounts of data for better system statistics and analysis ■ Store application files right on the control for fast fingertip access to drawings, debug or startup information, operational notes, and more ■ Built-in Ethernet switches with media conversion capability reduce I/O wiring cost and installation time
Security	■ Encrypted communications through OPC UA secure access for trusted communications ■ Trusted Platform Modules (TPM) for hardware authentication ■ Digitally signed and encrypted firmware for confidence that updates are genuine ■ Achilles Level 2 certification ensures reliability
PROFINET distributed I/O connectivity	■ Open standard for high speed I/O connectivity ■ Support for Media Redundancy Protocol for robust operation ■ Replace devices without having to reconfigure them for improved uptime

Specifications

Part No.	IC695CPE302	IC695CPE305	IC695CPE310	IC695CPE400 / IC695CPL410	IC695CPE330
Form Factor	Backplane	Backplane	Backplane	Standalone	Backplane
User Memory	2MB	5MB	10MB	64MB	64MB
I/O	■ 16k Bits Discrete I/O ■ 32k Words for Analog I/O	■ 32k Bits Discrete I/O ■ 32k Words for Analog I/O	■ 32k Bits Discrete I/O ■ 32k Words for Analog I/O	■ 32k Bits Discrete I/O ■ 32k Words for Analog I/O	■ 32k Bits Discrete I/O ■ 32k Words for Analog I/O
Energy Pack	Included	Included	Included	Available	Available

	IC695CPE302	IC695CPE305	IC695CPE310	IC695CPE400 / IC695CPL410	IC695CPE330
Redundancy Support	■ Media Redundancy (MRP)*	■ Media Redundancy (MRP)*	■ Media Redundancy (MRP)*	■ Media Redundancy (MRP) ■ PROFINET System Redundancy (PNSR)	■ Media Redundancy (MRP) ■ PROFINET System Redundancy (PNSR)
Ethernet Port	■ 1- 10/100	■ 1- 10/100	■ 1- 10/100	■ 1- 10/100/1000 ■ 2- 10/100/1000 (2 switched ports)	■ 3- 10/100/1000 (2 switched ports)
Ethernet Protocols	■ SRTP Client/ Server ■ Modbus TCP/IP ■ OPC-UA Server ■ EGD ■ PROFINET* ■ DNP3 Outstation* ■ IEC-61850 Client* ■ IEC-104 Server* ■ HART passthrough	■ SRTP Client/ Server ■ Modbus TCP/IP ■ OPC-UA Server ■ EGD ■ PROFINET* ■ DNP3 Outstation* ■ IEC-61850 Client* ■ IEC-104 Server* ■ HART passthrough	■ SRTP Client/ Server ■ Modbus TCP/IP ■ OPC-UA Server ■ EGD ■ PROFINET* ■ DNP3 Outstation* ■ IEC-61850 Client* ■ IEC-104 Server* ■ HART passthrough	■ SRTP Client/ Server ■ Modbus TCP/IP ■ OPC-UA Server ■ EGD ■ PROFINET ■ DNP3 Outstation ■ HART passthrough	■ SRTP Client/ Server ■ Modbus TCP/IP ■ OPC-UA Server ■ EGD ■ PROFINET ■ DNP3 Outstation* ■ IEC-61850 Client* ■ IEC-104 Server* ■ HART passthrough
Serial Protocols	■ ASCII Serial ■ Modbus/RTU	■ ASCII Serial ■ Modbus/RTU	■ ASCII Serial ■ Modbus/RTU	■ ASCII Serial	■ ASCII Serial ■ Modbus/RTU*
Remote I/O Devices	■ 8 Simplex	■ 8 Simplex	■ 8 Simplex	■ 32 Simplex ■ 20 Redundant	■ 64 Simplex ■ 64 Redundant
USB Interface	1 USB-A 2.0	1 USB-A 2.0	1 USB-A 2.0	2 USB-A 2.0***	1 USB-A 2.0
Memory Card	-	-	-	Micro SD**	1 CFast **
Other Interface	■ 1 RS-232	■ 1 RS-232	■ 1 RS-232 ■ 1 RS-485	■ 1 RS-232	-
Environmental	0°C to 60°C (Optional -40°C to +60°C)	0°C to 60°C (Optional -40°C to +60°C)	0°C to 60°C (Optional -40°C to +60°C)	-40°C to 70°C	0°C to 60°C
Agency Approvals	UL, cUL, RoHS, FCC, Reach, UL HazLoc C1D2, ATEX Zone 2	UL, cUL, RoHS, FCC, Reach, UL HazLoc C1D2, ATEX Zone 2	UL, cUL, RoHS, FCC, Reach, UL HazLoc C1D2, ATEX Zone 2	UL, cUL, RoHS, FCC, Reach, UL HazLoc C1D2, ATEX Zone 2	UL, cUL, RoHS, FCC, Reach, UL HazLoc C1D2, ATEX Zone 2
Marine	ABS, BV, DNV GL	ABS, BV, DNV GL	ABS, BV, DNV GL	ABS, BV, DNV GL	ABS, BV, DNV GL

Energy Pack provides power during power failure while data is written to NV RAM
*Requires additional and seperate module
**Available later
***1 USB 2.0 for PREDIX / PACEdge, 1 USB 2.0 for PACSystems (available later)

Ordering Information

Part Number	Description
IC695CPE302	RX3i CPE302 Controller
IC695CPE302LT	RX3i CPE302 Controller, low temperature
IC695CPE305	RX3i CPE305 Controller
IC695CPE305CA	RX3i CPE305 Controller, conformal coated
IC695CPE305LT	RX3i CPE305 Controller, low temperature
IC695CPE310	RX3i CPE310 Controller
IC695CPE310CA	RX3i CPE310 Controller, conformal coated
IC695CPE310LT	RX3i CPE310 Controller, low temperature
IC695CPE330	RX3i CPE330 Controller
IC695CPE330CA	RX3i CPE330 Controller, conformal coated
IC695CPK330	RX3i CPE330 Controller with Energy Pack
IC695CPK330CA	RX3i CPE330 Controller with Energy Pack, conformal coated
IC695CPE330LT	RX3i CPE330 Controller, low temperature
IC695CPE400	RX3i CPE400 Controller
IC695CPE400CA	RX3i CPE400 Controller, conformal coated
IC695CPK400	RX3i CPE400 Controller with Energy Pack
IC695CPE400CA	RX3i CPE400 Controller, conformal coated
IC695CPL410	RX3i CPL410 Controller
IC695CKL410	RX3i CPE410 Controller with Energy Pack
IC695ACC402	Energy Pack for RX3i CPE330
IC695ACC402LT	Energy Pack for RX3i CPE330, low temperature
IC695ACC403	Energy Pack for RX3i CPE400/CPL410

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Email for Commercial Support: customercare.mas@emerson.com
Primary language of support: English

Europe, Middle East, & Africa Support – Technical and Commercial
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or +420-225-379-328 (if toll free 800 option is unavailable or dialing from a mobile telephone)
Email for Technical Support: support.mas.emea@emerson.com
Email for Commercial Support: customercare.emea.mas@emerson.com
Primary languages of support: English, German, Italian, Spanish

Asia Support – Technical and Commercial
Phone: +86-400-842-8599 for Greater China
+65-6955-9413 (All Other Countries)
Email for Technical Support: support.mas.apac@emerson.com
Email for Commercial Support Asia: customercare.cn.mas@emerson.com
Primary languages of support: Chinese, English

Support Website: www.emerson.com/iac-support

Home Website: www.emerson.com/industrial-automation-controls

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EMERSON

GE Energy Connections

MDS Orbit Unlicensed Solutions

900MHz and 2.4/5 GHz Routers for Cost-Effective Industrial Deployments

Orbit's industry-leading networking and security capability as well as its support for a variety of wireless technologies and topologies position it as a single box, OPEX-saving platform for industrial networks.

GE's unlicensed wireless solutions provide exceptional performance with 900MHz or Wi-Fi to extend secure connectivity across industrial networks.

Key Benefits

- Extend industrial networks into rural and Field Area Networks using Orbit's 900MHz Unlicensed, Wi-Fi, and cellular connectivity
- High performance interference avoidance and very low latency 900MHz technologies along with advanced Quality of Service enable determinism for critical and industrial applications
- Orbit's integrated routing, switching, Quality of Service (QoS) and comprehensive security provide for flexible integration into modern networks
- A holistic cyber security framework protects the users, the network and assets and allows operators to meet stringent government and corporate cyber security requirements
- Rugged durable design, wide temperature range and low power consumption provide deployment life extension in the harshest of environments while protecting CAPEX investment

Applications

Oil & Gas
- Well Head and Production Pad Automation
- Pipeline Monitoring and Control
- WiFi for Field Operations

Utility
- DA & AMI convergence
- Renewables Protection & Control with IEC® 61850
- Substation Device Monitoring and Video Surveillance

Water & Wastewater
- Monitoring and Control
- Maintenance Workforce Mobility

Heavy Industrial
- Heavy Machinery Monitoring
- Excavation Machine Control
- Facility Wide Network Extension to Offsite Areas

Optimum Flexibility

- Point to Point, Multipoint, Store & Forward and self-healing topologies allow for flexible deployment
- Integrated routing and switching enable support for a variety of design scenarios
- Scalable 900MHz data rates from 125Kbps to 1.25Mbps with varying sensitivity
- Multiple interface options include Ethernet, Serial, USB, Cellular and Wi-Fi

Comprehensive Security

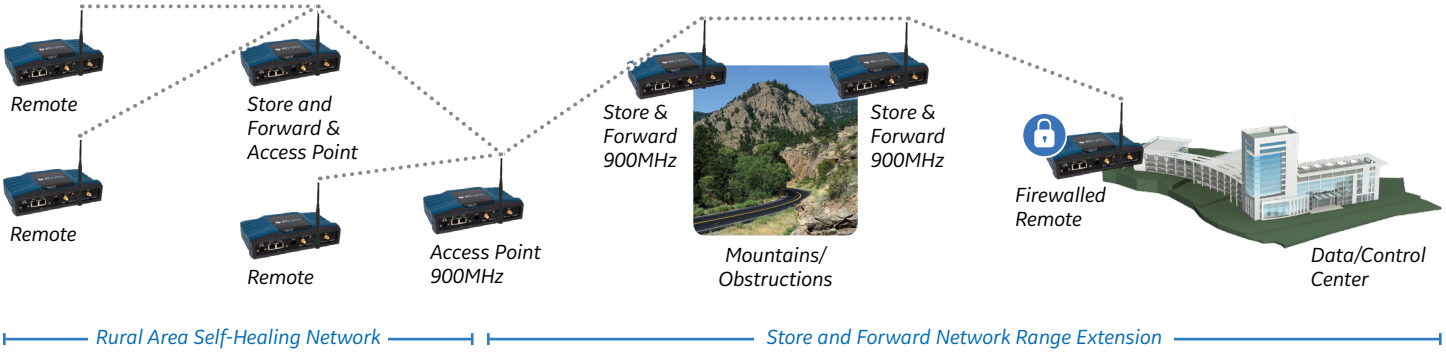
- Advanced firewall protects users and network assets against intrusion
- IPSec VPN enables secure enterprise-class encrypted communication
- Secure Boot protects integrity of firmware
- Extensive X.509 digital certificate management simplifies provisioning
- Integration with enterprise systems via RADIUS, AAA, SCEP, SNMPv3 and Syslog

Deterministic Performance

- High performing 900MHz unlicensed FHSS and dual-band Wi-Fi routers
- Low latency for critical and demanding protection applications
- Advanced Quality of Service ensures deterministic application performance
- Designed to endure harsh environments:
- Enhanced ESD protection
  - Extended temperature (-40 to +70 C)
  - Class 1/Div 2 & IEEE® 1613 compliance

The MDS Orbit Platform Models & Radio Support

MDS Orbit as Enabler for Classic Multipoint Communication with Coverage Extension Into Rural Areas



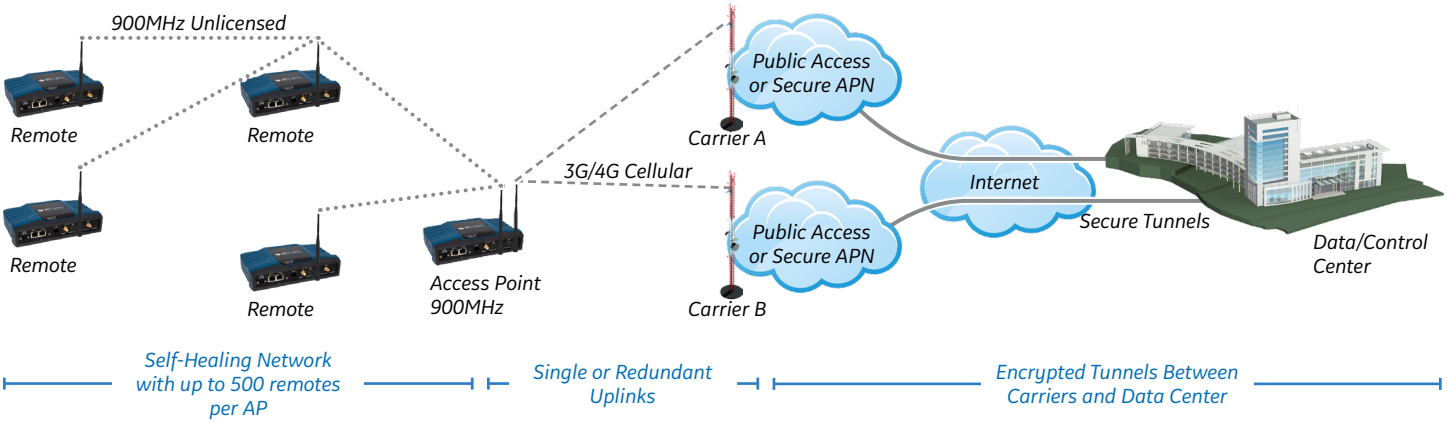
Features

- MDS Orbit's flexible 900MHz unlicensed deployment architectures as well as support of > 30 miles per segment with effective FHSS interference avoidance make it an ideal enabler for the expansion of network coverage into remote and rural areas
- A large scalability of remotes per Access Point expands network coverage into massive footprints
- High performance Store and Forward technology allows repeaters to be daisy chained for up to 8 hops in series to extend network range through mountainous or rugged terrain
- Stateful firewalling as well as RF and IPSec encryption ensure protection of data, users and network assets from intrusion

Application Examples

Oil & gas production fields, oil pipeline monitoring & control, Distribution Automation Field Area Networks, water & waste water, municipalities

MDS Orbit as 900MHz Unlicensed Gateway with Multiple Encrypted Uplinks Through Public Carriers



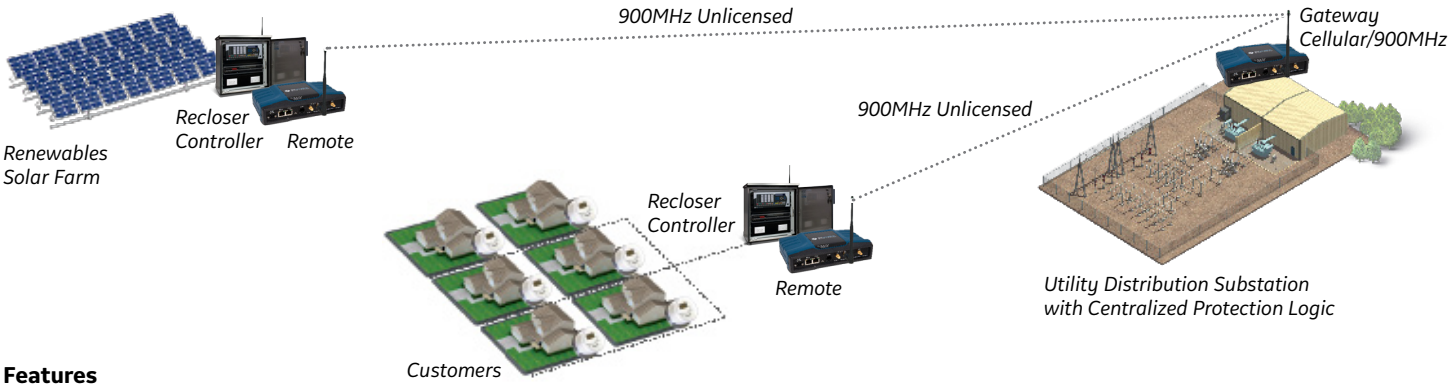
Features

- MDS Orbit MCR-900 supports a second wireless card which could be 4G LTE or 3G Global, with the latter supporting dual SIMs
- The large scalability of MDS Orbit unlicensed 900MHz remotes allows for cost-effective expansion of network coverage to allows to cost-effectively expand network coverage to hundreds of sites with a single cellular uplink thus saving on OPEX by eliminating recurring per-site cellular subscription fees
- Stateful firewalling as well IPSec encryption can be applied on 900MHz or Cellular links to augment network security for critical applications and protect against intrusions

Application Examples

Advanced Metering Infrastructure (AMI) gateways, Distribution Automation Field Area Networks, water & waste water, municipalities, oil & gas production fields

Implementing Renewables Protection & Control with the IEC 61850 Protocol using MDS Orbit



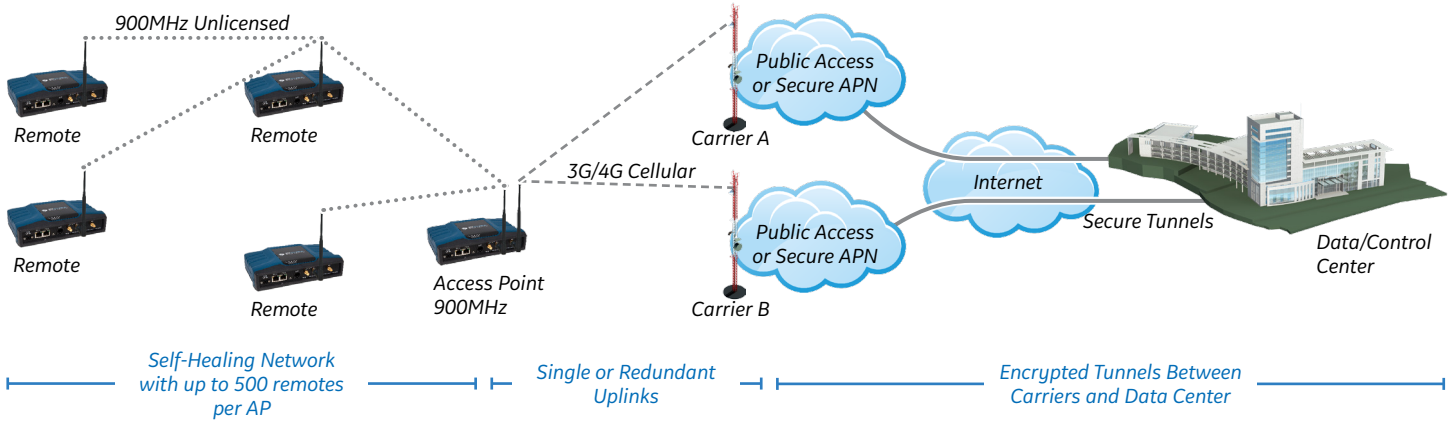
Features

- MDS Orbit's high performance 900MHz unlicensed technology can transport IEC 61850 GOOSE Ethernet frames natively. It allows for data rates of up to 1.25Mbps with a latency tunable to as low as 5msec. This along with advanced Quality of Service facilitate advanced Distribution Automation applications such as Renewables/Distributed generation Protection & Control which demand low latency and network determinism
- A large scalability of remote enables cost-effective coverage of large customer and asset footprints
- Stateful firewalling as well as RF and IPSec encryption enable network operators to meet NERC® CIP / EPCIP and other stringent cyber security requirements by encrypting communication links and protecting network assets and users against intrusion

Application Examples

Distributed Generation/Renewables Protection & Control, Distribution Automation, critical infrastructure control, other protection applications

MDS Orbit as a Network Convergence Enabler for Multiple Simultaneous Applications



Features

- MDS Orbit supports advanced QoS functionality which allow it to prioritize egress traffic based on Layer 2- Layer 4 classifications. In this fashion, critical applications are assigned to the priority queue and are switched first to meet application requirements.
- Orbit is capable of up to 5 site-to-site IPSec VPN tunnels per device which give it flexibility to secure critical application paths as needed. Furthermore, Orbit supports a stateful firewall to protect the network and assets against intrusion.
- Orbit's support of multiple wireless technologies, including 4G LTE, 3G Global, 900MHz unlicensed and Wi-Fi in addition to its simultaneous support for bridging and routing make it an ideal network convergence platform.

Application Examples

Converged Distribution Automation (Protection, Control, SCADA, Metering, AMI etc..), Oil & Gas production fields (SCADA, control, Workforce, Video Monitoring)

MDS Orbit Unlicensed Specifications

900MHz Unlicensed

- Operating Modes: Access Point, Remote, Store & Forward
- Technology: Point-to-Point, Point-to-multipoint,
- Data Rates/Sensitivity:
  - 125 Kbps/-105 dBm
  - 250 Kbps/-103 dBm
  - 500 Kbps/-99 dBm
  - 1.0 Mbps/-95 dBm
  - 1.25 Mbps/-95 dBm
- Latency: tunable to <5 msec one-way
- Output Impedance: 50 Ohms
- Frequency: 902-928 MHz
- Frequency Masks: 16 masks, up to 5 channels per mask
- Spreading method: FHSS, DTS
- Occupied Bandwidth 152 to 1320 kHz, up to 80 channels
- Modulation 2, 4-level GFSK, Dwell Time 10-300 msec
- Carrier Power 100 mW – 1W, Range > 30 miles
- Media Access: Patent pending proprietary design, advanced interference avoidance, error detection, retransmission, auto repeat guaranteed collision free data, and dynamic fragmentation

Wi-Fi Option

Standard 802.11 b/g/n 2.4 GHz option:

- 1x1 SISO (single antenna/radio chain)
- Scalability up to 2 SSIDs, up to 7 clients/stations
- Max transmit power (adjustable): up to 20dBm
- Operating modes: Access Point (AP), Station, Station bridging
- Security: WPA/WPA2 PSK, Enterprise
- Applications:
  - Local configuration and management using Wi-Fi devices
  - Station/client connecting to a 2.4GHz AP in outdoor LOS environment
  - Small-scale 2.4GHz AP operating in outdoor LOS environment

Standard 802.11 a/b/g/n Dual-Band 2.4/5 GHz option:

- 2x2 MIMO (dual antenna/radio chain)
- Scalability up to 2 SSIDs, up to 32+ clients/stations
- Max transmit power (adjustable): up to 26dBm (23dBm per antenna/chain) for 2.4GHz and 23dBm (20dBm per antenna/chain) for 5GHz
- 5GHz (U-NII-1 and U-NII-3 bands supported)
- Operating modes: Access Point, Station, Station bridging, Access-Point-Station (simultaneous AP and Station operation)
- Security: WPA/WPA2 PSK, Enterprise
- Applications:
  - Local configuration and management using Wi-Fi devices
  - Station/client connecting to a 2.4Ghz/5Ghz AP in indoor/outdoor LOS/NLOS environment
  - Large-scale AP operating in indoor/outdoor LOS/NLOS environment

Cellular 3G Option

- GSM, GPRS, EDGE,HSPA+ 850/900/1800/1900 MHz
- UMTS, HSPA, HSPA+ 800/850/900/1700/1900/2100
- Region/Carrier: Global PTCRB, GCF certification, /AT&T, Rogers, Telus, Bell
- Max Throughput: 21 Mbps downlink/5 Mbps uplink
- Typical Throughput: 5.5 Mbps downlink/0.3 Mbps uplink
- See MDS Orbit Cellular brochure for more details

Cellular 4G Option

- Region/Carrier: U.S. /AT&T, Bell, Telus, Rogers, Verizon, US Cellular, FCC, PTCRB
- Max Throughput: 50 Mbps downlink/25 Mbps uplink
- Typical Throughput: 21 Mbps downlink/10 Mbps uplink
- See MDS Orbit Cellular brochure for more details

Cyber Security

- Tunneling: IPSec VPN compatible with Enterprise VPN concentrators
- Firewall: Stateful Packet Inspection Layer 2-4, Access Control Lists, NAT
- 900 unlicensed Encryption: AES-CCM 128/256 bit with auto key rotation
- Authentication: RADIUS, PSK, EAP/TLS, PKI
- Certificates: X.509, SCEP, PEM, DER
- Boot Security: Digitally signed firmware

Networking Technologies

- Full IEEE 802.3 Layer 2 switching with Spanning Tree, VLANs, IGMP
- Layer 3 static routing
- Routing and Bridging from/to any interface (as applicable)
- Advanced L2-L4 Quality of Service
- Protocols: NAT, DHCP, ICMP, UDP, TCP, ARP, NTP, FTP, SFTP, TFTP, DNS
- Serial: TCP server, Modbus/TCP, Modbus RTU, TCP client, UDP Unicast and Multicast, BSAP, and DNP3

Management

- HTTP, HTTPS, SSH, NETCONF, local console
- SNMPv1/v2/v3, MIB-II, Enterprise MIB
- Syslog and Syslog-over-TLS, MDS PulseNET compatible

Environmental and Agency Approvals

- Voltage: 10-60VDC
- Maximum Power Consumption: 4.3W (4G), 3.2W (3G), ~5.3W (900MHz)
- Typical Power Consumption: 4.0W (4G), 2,5W (3G), 3.2W (900MHz)
- Operating Temperature: -40° to 70° C (-40° to 158° F) 900MHz modem
- Humidity: 95% at 60° C (140° F) non-condensing
- Case: Die Cast Aluminum
- Dimensions: (1.75 H x 8.0 W x 4.8 D in.) | Weight: 2 lbs
- Mounting Options: Integrated DIN Rail mount, Standard bracket
- FCC Part 15, IC, ETSI / CE (3G and WiFi models)
- CSA Class 1, Div. 2, IEEE 1613

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08.17 GFA2138

Product data sheet

Specifications

APC Smart-UPS RT 5000VA, 208V, rackmount, 3U, 4x 5-20R & 1x L6-30R & 1x L14-30R NEMA outlets, with 208/240 (Split-Phase) to 120

SURTD5000RMXLP3U

Overview

Presentation	High density, double-conversion on-line power protection with scalable runtime.
Lead time	Usually in Stock

Main

Main Input Voltage	208 V
Other Input Voltage	240 V
Main Output Voltage	120 V 208 V
Other Output Voltage	240 V
Kw Rating	4000 W
Rated power in VA	5000 VA
Plug standard	NEMA L14-30P
Nb of power socket outlets	4 NEMA 5-20R 1 NEMA L6-30R 1 NEMA L14-30R
Number of rack unit	3U
Cable length	10 ft (3.05 m)
Number of cables	1
Battery Type	Lead-Acid battery
Provided equipment	CD with software Rack Mounting support rails Removable support feet Smart UPS signalling RS-232 cable User Manual

General

Number of power module free slots	0
Number of power module filled slots	0
Redundant	No

Physical

Color	Black

Disclaimer: This documentation is not intended as a substitute for and is not to be used for determining suitability or reliability of these products for specific user applications

Height	5.12 in (13 cm)
Width	17.01 in (43.2 cm)
Depth	25.98 in (66 cm)
Net Weight	128.00 lb(US) (58.06 kg)
Mounting Location	Front
Mounting preference	Lower
Mounting Mode	Rack-mounted
Two post mountable	0
USB compatible	No

Input

Input Frequency	50/60 Hz +/- 5 Hz auto-sensing
Efficiency at full load	85...136 V adjustable 156...236 V

Output

Max Configurable Power (Watts)	4000 W
Harmonic distortion	Less than 2%
Output Frequency (sync to mains)	50/60 Hz +/- 3 Hz user adjustable +/- 0.1 sync to mains
Crest factor	3 : 1
Topology	Double Conversion Online
Waveform Type	Sine wave
Bypass type	Internal Bypass (Automatic and Manual)
Efficiency at full load	90 % full load)
Maximum configurable power in VA	5000 VA

Conformance

Product Certifications	CSA
Standards	FCC Part 15 class A UL 1778

Environmental

Ambient Air Temperature for Operation	32…104 °F (0…40 °C)
Relative Humidity	0…95 % non-condensing
Operating altitude	0...10000 ft
Ambient Air Temperature for Storage	5…113 °F (-15…45 °C)
Storage Relative Humidity	0…95 % Non-condensing
Storage altitude	0…50000 ft (0.00…15240.00 m)
Acoustic level	55 dBA
Heat dissipation	1589 Btu/h
IP degree of protection	IP20

Batteries & Runtime

Included Battery Modules	2
Typical recharge time	2.5 h
RBC Quantity	1
Additional information	Configurable for 208 or 240 nominal output voltage
Battery Charge Power (Watts)	382 W rated
Battery power in VAH	960 VAh runtime
Battery Life	3…5 year(s)
Battery option	SURT192RMXLBP3U 1 2880 VAh SURT192RMXLBP3U 2 4800 VAh SURT192RMXLBP3U 3 6720 VAh SURT192RMXLBP3U 4 8640 VAh SURT192RMXLBP3U 5 10560 VAh SURT192RMXLBP3U 6 12480 VAh SURT192RMXLBP3U 8 16320 VAh SURT192RMXLBP3U 10 20160 VAh
Extendable Run Time	1

Communications & Management

Free slots	0
Pre-Installed SmartSlot™ Cards	Network management card 2 with environmental monitoring
Control panel	LED status display with load and battery bar-graphs and On Line : On Battery : Replace Battery : Overload and Bypass Indicators
Audible Alarm	Alarm when on battery : distinctive low battery alarm : overload continuous tone alarm
Emergency Power Off (EPO)	Yes

Surge Protection and Filtering

Surge energy rating	365 J
Filtering	Full time multi-pole noise filtering : 0.3% IEEE surge let-through : zero clamping response time : m

Ordering and shipping details

Category	11309 - APC RESALE PRODUCTS
GTIN	731304258810
Nbr. of units in pkg.	1
Package weight(Lbs)	1 lb(US) (0.45 kg)
Returnability	No

Packing Units

Package 1 Height	13.66 in (34.7 cm)
Package 1 width	23.74 in (60.3 cm)
Package 1 Length	38.58 in (98 cm)
Number of Units in Package 3	6

Offer Sustainability

Sustainable offer status	Green Premium product
California proposition 65	WARNING: This product can expose you to chemicals including: Lead and lead compounds, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov
REACh Regulation	REACh Declaration

EU RoHS Directive	Compliant EU RoHS Declaration
Mercury free	Yes
RoHS exemption information	Yes
Environmental Disclosure	Product Environmental Profile
Circularity Profile	End of Life Information
Optimized Energy Efficiency	Energy efficient product
Take-back	Take-back program available

Contractual warranty

Warranty	2 years repair or replace

Product data sheet

Specifications

APC Smart-UPS RT 3000VA, 120V, rackmount, 3U, 6x NEMA 5-15R & 2x NEMA 5-20R outlets

SURTA3000RMXL3U

Discontinued on: 04 January 2022

To be end-of-service on: 31 December 2024

Discontinued - Service only

Overview

Lead time	Usually in Stock

Main

Main Input Voltage	120 V
Main Output Voltage	120 V
Kw Rating	2100 W
Rated power in VA	3000 VA
Plug standard	NEMA L5-30P
Nb of power socket outlets	6 NEMA 5-15R 2 NEMA 5-20R
Number of rack unit	3U
Cable length	8 ft (2.44 m)
Number of cables	1
Battery Type	Lead-Acid battery
Provided equipment	CD with software Rack Mounting brackets Rack Mounting support rails Smart UPS signalling RS-232 cable User Manual

General

Number of power module free slots	0
Number of power module filled slots	0
Redundant	No

Physical

Color	Black
Height	5.12 in (13 cm)
Width	17.01 in (43.2 cm)
Depth	25.98 in (66 cm)

Disclaimer: This documentation is not intended as a substitute for and is not to be used for determining suitability or reliability of these products for specific user applications

Net Weight	120.26 lb(US) (54.55 kg)
Mounting Location	Front
Mounting preference	Lower
Mounting Mode	Rack-mounted
Two post mountable	0
USB compatible	No

Input

Input Frequency	50/60 Hz +/- 5 Hz auto-sensing
Efficiency at full load	90...150 V

Output

Max Configurable Power (Watts)	2100 W
Harmonic distortion	Less than 3%
Output Frequency (sync to mains)	50/60 Hz +/- 3 Hz user adjustable +/- 0.1 sync to mains
Crest factor	3 : 1
Topology	Double Conversion Online
Waveform Type	Sine wave
Bypass type	Internal Bypass (Automatic and Manual)
Maximum configurable power in VA	3000 VA

Conformance

Product Certifications	CSA
Standards	FCC Part 15 class A OSHPD UL 1778

Environmental

Ambient Air Temperature for Operation	32…104 °F (0…40 °C)
Relative Humidity	0…95 % non-condensing
Operating altitude	0...10000 ft
Ambient Air Temperature for Storage	5…113 °F (-15…45 °C)
Storage Relative Humidity	0…95 % Non-condensing
Storage altitude	0…50000 ft (0.00…15240.00 m)
Acoustic level	55 dBA
Heat dissipation	655 Btu/h
IP degree of protection	IP20

Batteries & Runtime

Included Battery Modules	2
Typical recharge time	2.5 h
RBC Quantity	1
Battery Charge Power (Watts)	339 W rated

Battery power in VAH	850 VAh runtime
Battery Life	3…5 year(s)
Battery option	SURT192RMXLBP3U 1 2550 VAh SURT192RMXLBP3U 2 4250 VAh SURT192RMXLBP3U 3 5950 VAh SURT192RMXLBP3U 4 7650 VAh SURT192RMXLBP3U 5 9350 VAh SURT192RMXLBP3U 6 11050 VAh SURT192RMXLBP3U 9 16150 VAh SURT192RMXLBP3U 10 17850 VAh
Extendable Run Time	1

Communications & Management

Free slots	1
Control panel	LED status display with load and battery bar-graphs and On Line : On Battery : Replace Battery : Overload and Bypass Indicators
Audible Alarm	Alarm when on battery : distinctive low battery alarm : overload continuous tone alarm
Emergency Power Off (EPO)	Yes

Surge Protection and Filtering

Surge energy rating	480 J
Filtering	Full time multi-pole noise filtering : 0.3% IEEE surge let-through : zero clamping response time : m

Ordering and shipping details

Category	11309-APC RESALE PRODUCTS
GTIN	731304259169
Package weight(Lbs)	140.30 lb(US) (63.64 kg)
Returnability	No
Country of origin	IN

Packing Units

Package 1 Height	13.66 in (34.7 cm)
Package 1 width	23.74 in (60.3 cm)
Package 1 Length	38.58 in (98 cm)
Number of Units in Package 3	6

Offer Sustainability

Sustainable offer status	Green Premium product
REACh Regulation	REACh Declaration
EU RoHS Directive	Compliant EU RoHS Declaration
Mercury free	Yes
RoHS exemption information	Yes
Environmental Disclosure	Product Environmental Profile
Circularity Profile	End of Life Information
Optimized Energy Efficiency	Energy efficient product
Take-back	Take-back program available

Contractual warranty

Warranty	2 years repair or replace

Recommended replacement(s)

SURTA3000RMXL3U is replaced by:

1x

APC Smart-UPS On-Line, 3kVA, Rackmount 2U, 120V, 8x 5-20R+1x L5-30R NEMA outlets, SmartSlot, Extended runtime, W/ rail kit

SRT3000RMXLA

Tech Specs & Customization (#tech_specs_section) | Product Details | Reviews(#ratings_section) | Drivers, Manuals & Support (#support_section)

Operating System

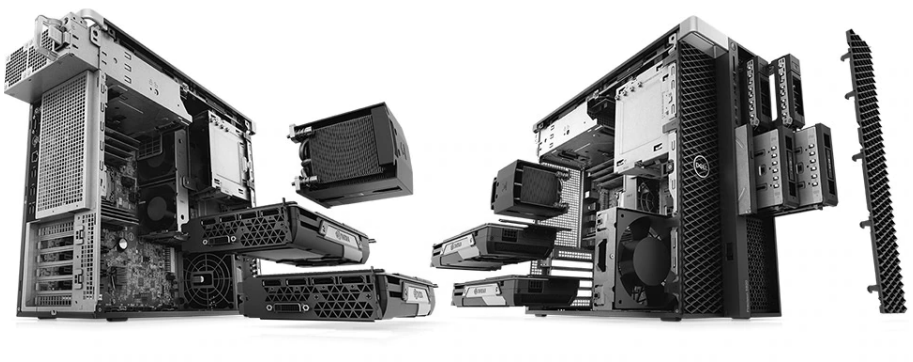
Available with Windows 11 or Windows 10.

Blazing fast performance

Brainpower that matches yours: The latest Intel® Xeon® processor powers your most demanding applications. Now featuring a new generation of single-socket architecture with up to 18 cores, you can extract maximum performance for your biggest ideas.

Accelerate every project: Run your software as fast as possible and get real-time results thanks to this memory expandable machine with up to 512GB of 2666MHz RDIMM ECC memory (not available with Core X CPUs).

Drown out distraction: Focus on your tasks with the workstation that's quieter than ever. A new multichannel thermal design delivers advanced cooling and acoustics.



Built for your future

Room for more: Your Precision 5820 Tower grows with your ideas no matter where they take you, thanks to a new chassis that combines a versatile design with outstanding storage scalability.

Adapts to your innovations: Your Precision 5820 Tower is ready for complex projects, including virtual reality and AI workflows, with the next generation AMD Radeon Pro™ and highest-performing NVIDIA® Quadro® RTX graphics. Your workstation supports up to 600W of graphics up to 300W per card (950W PSU required).

No project is too big: Up to six 2.5" or five 3.5" drives and front access storage including SATA, SAS (not available on systems with Core X CPUs) and PCIe M.2/U.2 NVMe SSD can be configured for up to 68TB total storage and easily swapped. With the hot-swap feature on the M.2 and U.2 PCIe NVMe SSDs, you can remove drives without shutting down the workstation.

Intelligence that matches yours

Dell Optimizer for Precision is a built-in AI platform that learns how you work and continuously adapts to your style to create a smarter, more personalized and productive experience.

ExpressResponse: Launch your most used apps faster. We use built-in AI and Intel® Adaptix™ Technology to adjust performance levels where you need them most.*

Reliability where it matters most

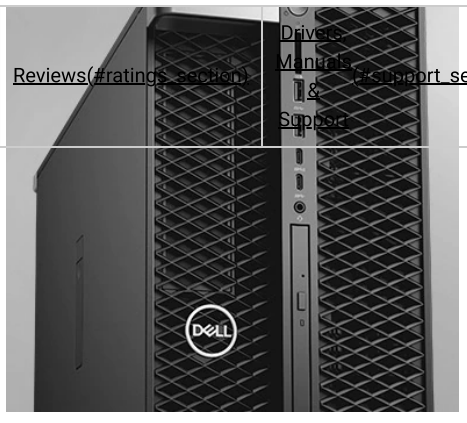
Stay safe, stay secure: Reduce downtime with Dell Reliable Memory Technology (RMT) Pro. Designed to work with ECC memory, RMT protects your machine from potential crashes by mapping out bad memory

from potential crashes by mapping out bad memory locations after the system reboots.

Ready access to your data: Improve the availability of your data with hardware and software optional RAID storage options including PCIe NVMe SSDs and optional Smart Card (CAC/PIV) readers that let you determine who can access your system.

Your work can count on it: Precision Workstations are tested to ensure the high-performance applications you rely on every day run smoothly. Dell ISV-certifications cover the most popular independent software applications.

Tech Specs & Customization (#techspecs_section) Product Details Reviews(#ratings_section) Drivers, Manuals & Support (#support_section)



AI-ready Data Science Workstations

Intelligently designed for Data Scientists. The latest Precision Data Science Workstations utilize AI to empower users to get their most important work done faster by fine-tuning their devices for optimized performance of the applications they use the most.

Manage and secure with ease

Ultimate convenience

Manage all of your Windows 10 endpoints from one console with Dell Client Command Suite and VMware® Workspace ONE™ integration.

Comprehensive threat prevention

With SafeGuard and Response, you have the tools and security experts to protect your ecosystem from cyber threats, giving you the freedom and peace of mind to focus on other strategic initiatives.

Remotely manage

Dell unique vPro extensions can remotely manage and run diagnostics on a fleet of devices, whether they are powered on or off.

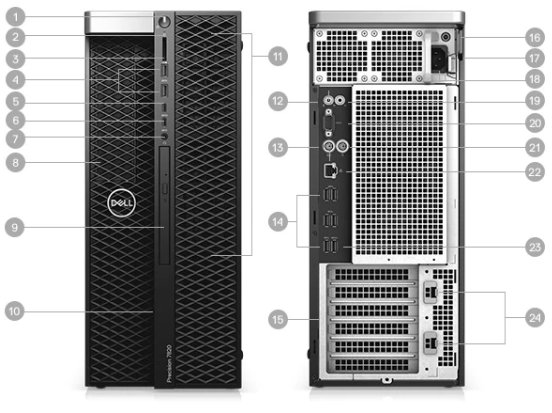
We've got your business covered

ProDeploy Client Suite: We help you deploy PCs with greater speed, less effort and more control. You will direct every detail of your deployment with our TechDirect portal that features an unprecedented level of control, automation and simplicity.

ProSupport: Let us make hardware and software support easy. ProSupport offers 24x7 access to local language, advanced technology experts who contact you when critical issues arise.* We do all this so you can focus on the strategic work that drives your business forward.

ProSupport Plus: With our most complete support service for PCs, you get all the capabilities of ProSupport plus hard drive failure prevention,* repair for drops, spills and surges and hard drive retention in the case of replacement.* In today's fast moving culture, there's no time for downtime. Dell has your back. Upgrade to ProSupport Plus.

Windows 11 Pro - designed for hybrid work.
The most productive and secure version of Windows yet—but simple for IT.
Learn More (//www.dell.com/en-us/work/lp/windows-11)



Ports & Slots

Tech Specs & Customization (#techspecs_section) | Product Details | Reviews(#ratings_section) | Drivers & Manuals Support (#support_section)

1. Power button/Power light | 2. Drive activity light | 3. SD card slot | 4. USB 3.1 Gen 1 ports | 5. USB 3.1 Gen 1 Type-C port with PowerShare | 6. USB 3.1 Gen 1 Type-C port | 7. Headset port | 8. 5.25 inch bay (optional) | 9. Optical drive | 10. Drive access release latch | 11. Drive carriers | 12. Microphone/Line-in port | 13. PS/2 Mouse port | 14. USB 3.1 Gen 1 ports | 15. Discrete graphics card slot (optional) | 16. Padlock ring | 17. Security cable slot | 18. Power cable connector | 19. Line-out port | 20. Serial port | 21. PS/2 Keyboard port | 22. Network port | 23. USB 3.1 Gen 1 port (supports smart Power-On) | 24. Expansion card slots

Dimensions & Weight

1. Height: 16.45" (417.9 mm) | 2. Width: 6.94" (176.5 mm) | 3. Depth: 20.4" (518.3 mm) | Starting weight: 32 lb (15.9kg) *

Dell Youtube Video: XSQeCUe_IA0

Video: Learn How LHB Visualizes Architectural Designs Through VR (2:20)

Resources

Precision 5820 Tower Specs (//www.dell.com/learn/us/en/04/shared-content~data-sheets~en/documents~precision-5820-tower-spec-sheet.pdf?c=us&l=en&s=bsd)

Essential accessories for your Precision 5820 Tower

Enhance your remote workstation experience with accessories designed to make the most of your Precision 5820 Tower.

HTC VIVE Cosmos 3D VR Headset

Explore vast worlds with clear vision and sound. Inside-out tracking with six built-in cameras gets rid of the base station for a seamless setup that's portable without impacting immersion.

Dell UltraSharp 32 4K USB-C Monitor | U3219Q

Experience outstanding screen performance on this 31.5" 4K USB-C monitor featuring InfinityEdge and multitasking capabilities.

Dell Premier Multi-Device Wireless Keyboard and Mouse | KM7321W

Experience superior multitasking features with a stylish and comfortable premium keyboard and mouse combo. Complete your tasks powered by one of the industry's leading battery lives at up to 36 months.*

We've got your business covered

ProSupport Plus

Get anytime priority access to expert support with predictive analytics (via SupportAssist technology*) and damage protection for drops, spills, surges and more.

Client Installation Services

Liberate yourself from time-consuming PC installations Let us handle the tedious tasks such as installation, data migration, software set-up and connecting to your network while you remain focused on serving your customers.

Accidental Damage Service

Enjoy worry-free ownership and minimize downtime with protection from accidental drops, spills, surges and breakages. Coverage picks up where your previous warranty leaves off and is ideal for high-risk environments and mobile workforces.

Ratings & Reviews

Tech Specs & Customization (#techspecs_section) | Product Details | Reviews(#ratings_section) | Drivers, Manuals & Support (#support_section)

PCMAG.COM EDITORS' CHOICE

Dell Precision 5820: Editor's Choice Award (https://www.pcmag.com/reviews/dell-precision-5820-2019)

"[Dell Precision 5820] is an excellent performer that can be configured for almost any budget and workflow." — PC Magazine

postPerspective

Dell Precision 5820 review (https://postperspective.com/review-dells-precision-t5820-workstation/)

"The components are meant to be run constantly, and Dell has tested its systems against current industry applications using the hardware in these systems to identify the best optimizations and driver packages with these ISVs." — PostPerspective

DEVE

Dell Precision 58 (https://www.dev dell-precision-58 simulation-3D-CA

"Well built and wi this quad core Xe workstation can't Develop3D

Drivers, Manuals & Support

Dell Support

From drivers and manuals to diagnostic tools and replacement parts, Dell Product Support has you covered!

Get Started (//www.dell.com/support/home/us/en/04/product-support/product/precision-5820-workstation)

US/EN

Site Map (//www.dell.com/en-us/sitemap)

Account (javascript:void(0))

My Account (//www.dell.com/myaccount/en-us/work)

Order Status (//www.dell.com/myaccount/en-us/work/orders)

My Products (//www.dell.com/support/mps/en-us/myproducts)

Make a Payment (//dfs.dell.com/Pages/DFSHomePage.aspx)

Support (javascript:void(0))

Support Home (//www.dell.com/support/home/en-us)

Contact Support (//www.dell.com/support/contents/en-us/category/Contact-Information)

Connect with Us (javascript:void(0))

Community (//www.dell.com/community/Dell-Community/ct-p/English?profile.language=en)

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LinkedIn (//www.linkedin.com/company/delltechnologies)

Instagram (//www.instagram.com/dell/)

YouTube (//www.youtube.com/channel/UC01FW5V9UVohbPtqKSmXX-w)

Our Offerings (javascript:void(0))

APEX (//www.dell.com/en-us/dt/apex/index.htm)

Products (//www.dell.com/en-us/work/shop)

Solutions (//www.dell.com/en-us/dt/solutions/index.htm)

Services (//www.dell.com/en-us/dt/services/index.htm)

Deals (//www.dell.com/en-us/work/shop/deals)

Our Company (javascript:void(0))

Who We Are (//www.dell.com/en-us/dt/corporate/about-us/who-we-are.htm)

Careers (//jobs.dell.com/)

Dell Technologies Capital (//www.delltechnologiescapital.com)

Investors (//investors.delltechnologies.com)

Newsroom (//www.dell.com/en-us/dt/corporate/newsroom.htm)

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Our Partners (javascript:void(0))

Find a Partner (//www.delltechnologies.com/partner/en-us/partner/find-a-partner.htm)

Find a Reseller (//www.dell.com/en-us/shop/dell/cp/reseller_store_locator)

OEM Solutions (//www.dell.com/en-us/dt/oem/index.htm)

Partner Program (//www.delltechnologies.com/partner/en-us/partner/partner.htm)

Resources (javascript:void(0))

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Events (//www.dell.com/en-us/dt/events/index.htm)

Email Sign-Up (//www.dell.com/preferences/signup/?c=us&l=en&s=bsd)

Dell Learning Center (//www.dell.com/en-us/work/lp/dell-learning-center)

Glossary (//www.dell.com/en-us/dt/learn/index.htm)

Privacy Center (//www.dell.com/en-us/lp/privacy-center)

Resource Library (//www.dell.com/en-us/dt/resource-library.htm)

Trial Software Downloads (//www.dell.com/en-us/dt/software-downloads/index.htm)

Dell.com (//www.dell.com/en-us) Dell Technologies (//www.dell.com/en-us/dt/index.htm) Premier (//www.dell.com/learn/us/en/04/premier) Dell Financial Services (//dfs.dell.com/Pages/DFSHomePage.aspx)

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Legal & Regulatory (//www.dell.com/learn/us/en/uscorp1/terms) Accessibility (//www.dell.com/learn/us/en/uscorp1/policies-website-accessibility)

Anti-Slavery & Human Trafficking (//www.dell.com/learn/us/en/uscorp1/legal_docs/dell-modern-slavery-statement.pdf)

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*Rewards are issued to your online Dell Rewards Account (available via your Dell.com My Account) typically within 30 business days after your order's ship date; Rewards expire in 90 days (except where prohibited by law). "Current rewards balance" amount may not reflect the most recent transactions. Check Dell.com My Account for your most up-to-date rewards balance. Bonus rewards on select purchases identified at dell.com/businessrewards or by calling 844-955-5083. Total rewards earned may not exceed $2,000 within a 3-month period. Outlet purchases do not qualify for rewards. Rewards cannot be earned or applied for PC as a Service items. Expedited Delivery not available on certain monitors, batteries and adapters and is available in Continental (except Alaska) U.S. only. Other exceptions apply. Not valid for resellers and/or online auctions. Find out additional information about the Dell Rewards program at **Dell.com/businessrewardsfaq** (//www.dell.com/en-us/work/shop/dell-rewards/cp/dell-rewards#tab-5).

*Returns: The 30-day return period is calculated from invoice date. Exceptions to Dell's standard return policy still apply, and certain products are not eligible for return at any time. Television returns are subject to restocking fees.

See dell.com/returnpolicy (//www.dell.com/learn/us/en/uscorp1/terms-of-sale-consumer-returns?c=us&l=en&s=corp).

***Offers** subject to change, not combinable with all other offers. Limit of 5 units per order. Taxes, shipping, and other fees apply. Free shipping offer valid only in Continental U.S. (excludes Alaska and P.O. Box addresses). Offer not valid for Resellers. Dell reserves the right to cancel orders arising from pricing or other errors.

*IDC Whitepaper "Optimizing Performance with Frequent Server Replacements for Enterprises" commissioned by Dell Technologies and Intel, March 2021. Results are based on interviews with 18 IT practitioners and decision makers at midsize and large enterprises and a web survey of 707 IT practitioners and decision makers at midsize and larger enterprises using Dell Technologies server solutions across 7 industries. See full whitepaper: https://www.delltechnologies.com/resources/en-us/asset/white-papers/products/servers/server-infrastructure-resiliency-enterprise-whitepaper.pdf (https://www.delltechnologies.com/resources/en-us/asset/white-papers/products/servers/server-infrastructure-resiliency-enterprise-whitepaper.pdf)

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PowerEdge R350

Spec Sheet

Deliver powerful compute with a single processor server

The Dell EMC PowerEdge R350 addresses evolving compute demands with an easy to manage rack server designed for businesses looking for affordable enterprise features.

Your Innovation Engine for businesses of all sizes

The Dell EMC PowerEdge R350, powered by Intel® Xeon® E-2300 processors, delivers increased performance and is designed for productivity and data intensive applications. It supports 3200 MT/s DDR4 speeds and 32 GB DIMMs, up to 128 GB for memory intensive workloads. In addition, to address substantial throughput improvements, the PowerEdge R350 supports PCIe Gen 4 and offers enhanced efficiency to support increasing power and thermal requirements. This makes the PowerEdge R350 a powerful and versatile server for small to mid-sized businesses to enable a variety of workloads ranging from business-critical to cloud infrastructure. It is also widely used for point-of-sale transactions and enterprise level requirements for data analysis and virtualization.

Increase efficiency and accelerate operations with autonomous collaboration

The Dell EMC OpenManage systems management portfolio tames the complexity of managing and securing IT infrastructure. Using Dell Technologies' intuitive end-to-end tools, IT can deliver a secure, integrated experience by reducing process and information silos in order to focus on growing the business. The Dell EMC OpenManage portfolio is the key to your innovation engine, unlocking the tools and automation that help you scale, manage, and protect your technology environment.

- Built-in telemetry streaming, thermal management, and RESTful API with Redfish offer streamlined visibility and control for better server management
- Intelligent automation lets you enable cooperation between human actions and system capabilities for added productivity
- Integrated change management capabilities for update planning and seamless, zero-touch configuration and implementation
- Full-stack management integration with Microsoft, VMware, ServiceNow, Ansible and many other tools

Protect your data assets and infrastructure with proactive resilience

The Dell EMC PowerEdge R350 server is designed with a cyber-resilient architecture, integrating security deeply into every phase in the lifecycle, from design to retirement.

- Operate your workloads on a secure platform anchored by cryptographically trusted booting and silicon root of trust
- Maintain server firmware safety with digitally signed firmware packages
- Prevent unauthorized configuration or firmware change with system lockdown
- Securely and quickly wipe all data from storage media including hard drives, SSDs and system memory with System Erase

PowerEdge R350

The Dell EMC PowerEdge R350 offers streamlined productivity, high-speed memory and capacity, powerful compute to address common business applications. Ideal for inside or outside the data center:

- Small to mid-sized businesses
- Remote office/branch office
- Collaboration and sharing
- Database support and management

Feature	Technical Specifications	
Processor	One Intel Xeon E-2300 series processor with up to 8 cores or one Intel Pentium processor with up to 2 cores	
Memory	• Four DDR4 DIMM slots, supports UDIMM 128 GB max, speeds up to 3200 MT/s • Supports unregistered ECC DDR4 DIMMs only NOTE: For Pentium processor, maximum memory speed supported is 2666 MT/s.	
Storage controllers	• Internal controllers (RAID): PERC H355, PERC H355f, PERC H345, PERC H345f, H755, H755f, HBA355i, HBA355f, S150 • Internal Boot: Internal Dual SD Module or USB or Boot Optimized Storage Subsystem (BOSS-S2): HWRAID 2 x M.2 SSDs • External HBAs (non-RAID): HBA355e	
Drive Bays	Front bays: • Up to 4 x 3.5-inch SAS/SATA (HDD/SSD) max 64 TB • Up to 8 x 2.5-inch SAS/SATA (HDD/SSD) max 128 TB	
Power Supplies	• 600W Platinum 100-240 VAC or 240 VDC redundant, hot swap	
Cooling options	Air cooling	
Fans	Up to four fans with full redundancy	
Dimensions	• Height – 42.8 mm (1.69 inches) • Width – 482 mm (18.98 inches) • Depth – 585.3 mm (23.04 inches) without bezel 598.94 mm (23.58 inches) with bezel	
Form Factor	1U rack server	
Embedded Management	• iDRAC9 • iDRAC Direct • iDRAC RESTful API with Redfish • iDRAC Service Module	
Bezel	Optional LCD bezel or security bezel	
OpenManage Software	• OpenManage Enterprise • OpenManage Power Manager plugin • OpenManage SupportAssist plugin • OpenManage Update Manager plugin	
Mobility	OpenManage Mobile	
Integrations and Connections	OpenManage Integrations • BMC Truesight • Microsoft System Center • Red Hat Ansible Modules • VMware vCenter and vRealize Operations Manager	OpenManage Connections • IBM Tivoli Netcool/OMNIbus • IBM Tivoli Network Manager IP Edition • Micro Focus Operations Manager • Nagios Core • Nagios XI
Security	• Cryptographically signed firmware • Secure Boot • Secure Erase • Silicon Root of Trust • System Lockdown (requires iDRAC9 Enterprise or Datacenter) • TPM 1.2/2.0 FIPS, CC-TCG certified, TCM 2.0 optional	
Embedded NIC	2 x 1 GbE LOM	
Network Options	NA	
Ports	Front Ports • 1 x iDRAC Direct (Micro-AB USB) port • 1 x USB 2.0 Internal Ports • 1 x USB 3.0 (optional)	Rear Ports • 1 x USB 2.0 • 1 x iDRAC ethernet port • 1 x USB 3.0 • 1 x Serial port • 1 x VGA
PCIe	3 PCIe slots: • 1x8 Gen4 (x16 connector) low profile, half length • 1x8 Gen4 (x8 connector) low profile, half length • 1x4 Gen4 (x8 connector) for dedicated PERC only	
Operating System and Hypervisors	• Canonical Ubuntu Server LTS • Citrix Hypervisor • Microsoft Windows Server with Hyper-V • Red Hat Enterprise Linux • SUSE Linux Enterprise Server For specifications and interoperability details, see Dell.com/OSsupport.	
OEM-ready version available	From bezel to BIOS to packaging, your servers can look and feel as if they were designed and built by you. For more information, visit Dell.com/OEM.	

Recommended support and services

Dell ProSupport Plus for critical systems or Dell ProSupport for premium hardware and software support for your PowerEdge solution. Consulting and deployment offerings are also available. Contact your Dell representative today for more information. Availability and terms of Dell Services vary by region. For more information, visit Dell.com/ServiceDescriptions.

APEX Flex on demand

Acquire the technology you need to support your changing business with payments that scale to match actual usage. For more information, visit: www.delltechnologies.com/en-us/payment-solutions/flexible-consumption/flex-on-demand.

Discover more about PowerEdge servers

Learn more about our PowerEdge servers	Learn more about our systems management solutions	Search our Resource Library	Follow PowerEdge servers on Twitter	Contact a Dell Technologies Expert for Sales or Support

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December 2021

Utilities 68.

City Council-Regular
Meeting Date: 07/18/2022
Initiated By: Riazul Mia, Assistant City Manager
Staff Source: Arturo Garcia Jr. P.E.

SUBJECT

Authorizing Interim City Manager to award contract to Valdez Engineering for the design of approximately 11,000 linear feet of 12-inch force main for the Sombretillo Lift Station and the elimination of the Pan American Lift Station in the amount of $633,476.00. This project is required because the existing force main is in conflict with the TXDOT roadway expansion on Mines Road. Funding is available in the 2019 Sewer Revenue Bond.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N. A.

PREVIOUS COUNCIL ACTION

On May 2, 2022, City Council authorized the negotiation of an engineering and surveying services contract with Valdez Engineering.

BACKGROUND

Sombretillo Lift Station is located at the end of Quivira Road in Pan American Industrial Park. Sombretillo Lift Station discharges into Pan American Lift Station located in Pan American Boulevard. The current force main parallels the existing Mines Road and the widening of roadway by TXDOT requires the construction of a new force main in a new alignment and location. The project entails to reroute the force main from the Sombretillo Lift Station and connect it to the Sterling Lift Station force main and increase the diameter for larger pumping capacity for the area. Pan American Lift Station will be eliminated and exisitng sanitary sewer lines will be routed to Saphire Subdivision.

COMMITTEE RECOMMENDATION

N.A.

STAFF RECOMMENDATION

Approval of motion

Fiscal Impact

Fiscal Year:	2022
Bugeted Y/N?:	y
Source of Funds:	2019 Sewer Revenue Bond
Account #:	559-9875-535-9301
Change Order: Exceeds 25% Y/N:	n

FINANCIAL IMPACT:

Funding is available in the 2019 Sewer Revenue Bond, Account No 559-9875-535-9301, Project ID SW2004

Attachments

Fee Proposal
Location Map

June 14, 2022

Angel Leon
Wastewater Collections Superintendent
City of Laredo Utilities
5816 Daugherty Ave
Laredo, TX 78041
PH: 956-721-2000
aleon@ci.laredo.tx.us

RE: City of Laredo Sombreretillo 12" Forcemain and Pan American 8" Gravity Sewer Main Project

Dear Mr. Leon:

Thank you for the opportunity to present this proposal to provide professional engineering services for the above referenced project. The scope and principal elements of work for our services will include the following:

PROJECT UNDERSTANDING:

Valdez Engineering will provide preliminary engineering, final engineering design, bid, and construction phase services for the installation of approximately 11,000 linear feet (Approximately 2-miles) of 12" forcemain piping from the existing Sombreretillo Lift Station to a terminus at the existing Aquero lift station 8" forcemain with proposed check valves and plug valves. Valdez Engineering will assess the existing Sombreretillo and Aquero lift stations to identify and recommend any associated lift station improvements needed. Valdez Engineering will design approximately 2500 linear feet (approximately ½-mile) of 8" gravity sewer main to decommission the Pan American lift station (by the City of Laredo). The project will include design of an all-weather access road; easement delineation; topographic survey and metes and bounds; environmental coordination; utility coordination; subsurface utility engineering; traffic control plans; erosion and sedimentation plans; necessary details and notes; specifications; and cost estimates. Valdez Engineering is proposing the projects have a Preliminary Engineering Route Study to identify optimal pipe routes. The project will be divided into two packages to provide the City flexibility during bidding. Project A – Sombreretillo lift station evaluation and improvements and approximately 11,000 linear feet of 12" force main and Project B – 2,500 linear feet of 8" gravity main improvements.

BASIC SERVICES:

TASK A. PRELIMINARY ENGINEERING

1. Project Management and Coordination. Provide general project management consisting of daily oversight of project work, correspondence with the client and team, and in-house quality assurance and quality control. Define the roles and

responsibilities of team members, communications plan, cost and schedule control, and guide other project management processes and tools.

2. Kick-Off Meeting: Coordinate a project kick-off meeting to confirm objectives, communicate project plan and to refine the project approach as necessary. Other items that may also be addressed include establishing a communication protocol, standard meeting times, and other miscellaneous items.
3. Perform site evaluations to identify potential project constraints and potential opportunities for improved success.
4. Perform desktop Environmental assessments.
5. Data collection and evaluation: Gather and review all technical, design and background data in hard copy and/or electronic format as necessary for the development of design and construction planning. This information will be provided by the Owner and collected by the Engineer. This will include the following information:
   Base map files (CAD/GIS/hard copy) – Maps of existing utilities (waterlines, hydrants, valves, tanks, pump stations, wastewater lines, etc.) including the materials of construction, size, and age of facilities.
   Elevation data – system wide contours (LIDAR/USGS), groundwater levels, etc.
   Record drawings (As-Builts) – Available record drawings for the system and its components. Geotechnical Investigation – Borings along the selected pipe alignments and report.
6. Conduct preliminary utility coordination and coordinate with City's Utility Coordination Committee, One Stop Shop Process, and Regulatory Agencies. Develop preliminary traffic control specific to the area needed.
7. Prepare preliminary engineering report with route analysis for up to 3 alignment options for the forcemain and up to 3 alignment options for the gravity sewer.
8. Review and address comments from City of Laredo for preferred City alignments.
9. Develop 30% preliminary design for Project A – Sombreretillo lift station evaluation and improvements and approximately 11,000 linear feet of 12" force main. Once an alignment is selected by the City the Valdez Engineering team will begin 30% design. This will include but is not limited to:
   - Surveying – Set controls, topographical survey of lift stations and adjacent manholes, and cross sections along selected alignment, preliminary easement development.
   - Utility Coordination – Initiate UCC coordination meeting and project review.
   - Subsurface Utility Engineering – Provide Level "A" investigations along the forcemain alignment.
   - System curves and calculations to evaluate the suitability of existing pumps.
   - Identify lift station facility upgrade needs.
   - Identify forcemain outfall tie-in needs at or near the Sterling lit station and forcemain.
   - Upgrade/Demolition/Abandonment/Removal plans as needed.
   - Establish selected preliminary forcemain alignment.
   - Develop preliminary plan and profiles.

- Develop preliminary erosion and sedimentation control plans.
- Develop preliminary all-weather road alignment and typical section.
- Develop preliminary Opinion of Probable Construction Costs (OPCC).
- Identify and initiate regulatory requirements for potential lift station modifications and/or improvements.

10. Develop 30% preliminary design for Project B – Preliminary design of 2,500 linear feet of 8" gravity main improvements. Once an alignment is selected by the City the Valdez Engineering team will begin 30% design. This will include but is not limited to:
    - Surveying – Set controls, topographical survey of lift stations and adjacent manholes, and cross sections along selected alignment, preliminary easement development.
    - Utility Coordination – Initiate UCC coordination meeting and project review.
    - Subsurface Utility Engineering – Provide Level "A" investigations along the forcemain alignment.
    - Pipe sizing calculations and determination if siphon is needed.
    - Identify gravity sewer upstream and downstream tie-in needs.
    - Develop selected preliminary gravity alignment.
    - Develop preliminary plan and profiles.
    - Preliminary all-weather road alignment and typical section.
    - Preliminary Opinion of Probable Construction Costs (OPCC)
    - Identify regulatory requirements for lift station decommissioning and potential minimum slope variances.
11. Attend up to two stakeholder (private developer/land owner) meetings with the City of Laredo.

TASK B. FINAL ENGINEERING (70% and 100% DESIGN)
(PROJECT A – 12" FORCEMAIN AND PROJECT B - 8" GRAVITY MAIN)

PROJECT A – 12" FORCEMAIN

12. Review and address comments from City of Laredo for Preliminary Design.
13. Visit Site to gather information for 70% design (limited to one visit for this phase).
14. Develop 70% Design of Sombreretillo LS improvements and Aquero lift station forcemain tie-in plan, 12" forcemain design, all weather access road, and detail sheets (11x17 pdf).
15. Develop list of City of Laredo standard specifications and 70% special specifications for Sombreretillo Lift Station and Gravity Sewer Main design.
16. Develop 70% Opinion of Probable Construction Cost including quantities and unit costs.
17. Review and address comments from City of Laredo on 70% design.
18. Internal QA/QC of 70% design.
19. Attend 70% review meeting at City of Laredo Utilities Department (limited to one person).
20. Review and address comments from City of Laredo on 70% Design Submittal.

21. Develop 100% Design Sombreretillo LS improvements and Sterling lift station/forcemain tie-in plan, forcemain design, all weather access road, and detail sheets (11x17 pdf).
22. Develop City of Laredo standard specifications and 100% technical specifications for Sombreretillo LS improvements and Aquero LS forcemain tie-in plan, 12" forcemain design, all weather access road, and detail sheets Develop 100% Opinion of Probable Construction Cost including quantities and unit costs.
23. Review and address comments from City of Laredo of 100% design.
24. Internal QA/QC of 70% design.
25. Attend 100% review meeting at City of Laredo Utilities Department (limited to one person).

PROJECT B - 8" GRAVITY MAIN

26. Review and address comments from City of Laredo on Preliminary Design.
27. Visit Site to gather information for 70% design (limited to one visit for this phase).
28. Develop 70% Design Gravity Sewer Main design and Detail Sheets (11x17 pdf).
29. Develop list of City of Laredo standard specifications and 70% special specifications for Gravity Sewer Main design. (Include additional information for deep cut construction).
30. Develop 70% Opinion of Probable Construction Cost including quantities and unit costs.
31. Review and address comments from City of Laredo of 70% design.
32. Internal QA/QC of Ardurra Portion of 70% design.
33. Attend 70% review meeting at City of Laredo Utilities Department (limited to one person).
34. Review and address comments from City of Laredo on 70% Design Submittal.
35. Develop 100% Design for Gravity Sewer Main design and Detail Sheets (11x17 pdf).
36. Develop City of Laredo standard specifications and 100% technical specifications for Pan American Lift Station deconstruction/demolition and Gravity Sewer Main design.
37. Develop 100% Opinion of Probable Construction Cost including quantities and unit costs.
38. Review and address comments from City of Laredo of 100% design.
39. Internal QA/QC of 100% design.
40. Attend 100% review meeting at City of Laredo Utilities Department (limited to one person).

TASK C: BID PHASE SERVICES:

Projects A and B may bid together or separately. The following tasks will apply if projects are bid jointly or as separate packages.

41. Assist in solicitation of bids by identification of prospective bidders, and review of bids by solicited interests.
42. Attend one pre-bid meeting and provide meeting minutes.
43. Review all pre-bid questions and submissions concerning the bid documents and

prepare any addenda or other revisions necessary to inform contractors of approved changes prior to bidding.

44. Attend one bid opening, analyze bids, evaluate, prepare bid tabulation, and make recommendations concerning award of the contract.
45. Attend Council award meeting.

TASK D: CONSTRUCTION PHASE SERVICES:

PROJECT A – 12" FORCEMAIN

46. Attend one (1) Pre-Construction Meeting and provide meeting minutes (two staff members).
47. Capture all addenda and provide an IFC/Conformed Construction Plan Set and Technical Specifications.
48. Client/Owner in construction contract preparation, review up to twenty (20) submittals and address up to six (6) requests for information.
49. Conduct up to two (2) site visits per month during construction for a max total of twelve (12) site visits. Additional site visits will be performed, at the City's request. Additional site visits will be considered an additional service and will be billed on an hourly basis.
50. Review and certify Contractor's Applications for Payments.
51. Attend six (6) monthly construction progress meetings and provide meeting minutes (one staff member).
52. Attend one (1) pre-final walkthrough and prepare checklist of pending items (one staff member).
53. Attend one (1) final walkthrough (one staff member).
54. Assist City with the project closeout procedures by providing required City of Laredo Documentation such as the contractor's warranty statement, as-built documents (AUTOCAD files, CVS files and as built plans on pdf. All with X & Y coordinates ARV, plug valves, manholes, inverts, etc.) and release of liens and certification of the Final Application for Payment.

PROJECT B – 8" GRAVITY MAIN

55. Attend one (1) Pre-Construction Meeting and provide meeting minutes (two staff members).
56. Capture all addenda and provide an IFC/Conformed Construction Plan Set and Technical Specifications.
57. Client/Owner in construction contract preparation, review up to twenty (20) submittals and address up to six (6) requests for information.
58. Conduct up to two (2) site visits per month during construction for a max total of twelve (12) site visits. Additional site visits will be performed, at the City's request. Additional site visits will be considered an additional service and will be billed on an hourly basis.
59. Review and certify Contractor's Applications for Payments.
60. Attend six (6) monthly construction progress meetings and provide meeting minutes (one staff member).
61. Attend one (1) pre-final walkthrough and prepare checklist of pending items (one

staff member).
62. Attend one (1) final walkthrough (one staff member).
63. Assist City with the project closeout procedures by providing required City of Laredo Documentation such as the contractor's warranty statement, as-built documents (AUTOCAD files, CVS files and as built plans on pdf. All with X & Y coordinates ARV, plug valves, manholes, inverts, etc.) and release of liens and certification of the Final Application for Payment.

ADDITIONAL SERVICES:

TASK E: SURVEYING AND DATA COLLECTION SERVICES:

PROJECT A – 12" FORCEMAIN

Boundary Survey:
64. Establish project control
65. Property research and prepare project base map
66. Boundary retracement survey and resolution
67. Set easement corners

Topographic Survey:
68. Topographic survey of approximately 11,000 LF of 50-foot wide corridor, cross sections will be taken at 50-foot stations including any major grade breaks, creeks, drainage channels, etc.
69. Locate and tag all significant trees of 6" in diameter or larger
70. Prepare a digital survey file in AutoCAD format to include a processed Digital Terrain Model (DTM)
71. Develop control sheets
72. Prepare easement documents that will include an easement plat and field notes for up to 3 parcels.

PROJECT B – 8" GRAVITY MAIN

Boundary Survey:
73. Establish project control
74. Property research and prepare project base map
75. Boundary retracement survey and resolution
76. Set easement corners

Topographic Survey:
77. Topographic survey of approximately 2,500 LF of 50-foot wide corridor, cross sections will be taken at 50-foot stations including any major grade breaks, creeks, drainage channels, etc.
78. Locate and tag all significant trees of 6" in diameter or larger
79. Prepare a digital survey file in AutoCAD format to include a processed Digital Terrain Model (DTM)
80. Develop control sheets
81. Prepare easement documents that will include an easement plat and field notes for up to 3 parcels.

TASK F: ENVIRONMENTAL SERVICES:

82. Conduct desktop-level letter reports for the Cuervo Creek Gravity Main and New 12" Force Main to include reviews for wetlands, threatened and endangered species, a radius report for identified TCEQ/other state database sites, and a submission to the Texas Historic Commission for review. In addition, the Valdez Engineering team will coordinate with the Army Corp of Engineers for determination on this project. *Any Field surveys requested by THC will be conducted on an hourly basis or at a negotiated fee, at the City's request. No field surveys will be conducted unless approved by the City.*

TASK G: SUBSURFACE UTILITY ENGINEERING SERVICES:

83. Perform ten (10) QL"A" SUE test holes on various utilities to determine the vertical location of existing utilities within the project limits. Proposed test hole locations will be provided in an exhibit during the preliminary design phase of the project. Field survey of QL "B" and QL"A" SUE information is also included in this scope of work.

    Valdez Engineering will perform SUE services for this project in general accordance with the recommended practices and procedures described in ASCE publication CI/ASCE 38-02 "Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data." As described in the publication, four levels have been established to describe and depict the quality of subsurface utility information. The scope of this proposal includes QL "B" and QL"A" SUE. Valdez Engineering will research utility records and attempt to designate (QL "B") existing underground utilities. Any necessary Right-of-Entry (ROE) permits, including railroad ROE (if needed), will be provided by the City prior to the start of Valdez Engineering field work.

    Excavations will be backfilled by mechanical means with the appropriate material, and the original surface will be restored. If necessary, pavement can be cored up to a depth of 12 inches. Asphalt surfaces will be repaired with an asphalt cold patch, and concrete cores will be epoxied in place, flush with the surrounding surface. Valdez Engineering assumes that flowable fill will not be required when backfilling test holes and that full-section pavement repair (including sidewalks) will not be required to restore the original pavement surface. If requested, these services can be provided at an additional cost. Valdez Engineering will establish any necessary routine traffic control measures at no additional cost. However, if non-routine traffic control measures (lane closures, traffic detours, flagpersons, etc.) are required, this service will be invoiced as a direct expense. Due to the risk of damage, Valdez Engineering will not attempt to probe or excavate test holes on AC lines unless approval is obtained from the owner in advance. Additionally, excavation in rock, or to a depth greater than 10 feet, is considered beyond the scope of this proposal.

    Valdez Engineering has made the following assumptions about the test holes on

this project:

- All test holes will be accessible to truck-mounted vacuum excavation equipment.
- Right-Of-Way (ROW) permits from the City of Laredo will be required. Valdez Engineering will obtain all required City permits and ensure that coordination and compliance with the City is provided.
- Designed traffic control plans will not be required.
- If Non-routine traffic control measures will be required Valdez Engineering will acquire the services of a qualified Maintenance-Of-Traffic (MOT) Subcontractor at an additional cost and ensure that adequate traffic control is provided.
- The coring of pavement will be required.

TASK H: GEOTECNICAL ENGINEERING SERVICES:

84. Geotechnical Engineer to be procured by the City of Laredo as part of their ongoing rotation. Valdez engineering will assist in providing a geotechnical scope of work specific to this project for the City of Laredo.

TASK I: SEWER LINE INSPECTIONS (CCTV):

85. The Valdez Engineering team will provide CCTV inspection services, if required. *No sewer line inspections will be conducted unless approved by the City.*

TASK J: ELECTRICAL ENGINEERING:

86. The City of Laredo will be responsible for the decommissioning of the Pan American Lift Station. Electrical Engineering Services required for potential improvements to the Sombreretillo lift station and decommissioning of the Pan American lift station have not been included as part of this proposal. If required, the Valdez Engineering team will provide said services at the Client's request. *No electrical engineering services will be conducted unless approved by the City.*

TASK K: STRUCTURAL ENGINEERING:

87. The City of Laredo will be responsible for the decommissioning of the Pan American Lift Station. Structural Engineering Services required for potential improvements to the Sombreretillo lift station and decommissioning of the Pan American lift station have not been included as part of this proposal. If required, the Valdez Engineering team will provide said services at the Client's request. No structural engineering services will be conducted unless approved by the City.

FEE:

Valdez Engineering proposes to perform the above-listed scope of work for the following lump sum fees:

BASIC SERVICES		
Task A	**PRELIMINARY (30%) DESIGN PHASE**	
	PROJECT A: 12" FORCE MAIN	$ 42,770.00
	PROJECT B: 8" GRAVITY MAIN	$ 48,800.00
Task B	**FINAL (70%/100%) DESIGN PHASE**	
	PROJECT A: 12" FORCE MAIN	$ 137,234.00
	PROJECT B: 8" GRAVITY MAIN	$ 123,000.00
Task C	**BIDDING PHASE**	$ 17,074.00
Task D	**CONSTRUCTION PHASE SERVICES**	
	PROJECT A: 12" FORCE MAIN	$ 63,005.00
	PROJECT B: 8" GRAVITY MAIN	$ 41,300.00
SUBTOTAL BASIC SERVICES		**$ 473,183.00**
ADDITIONAL SERVICES		
Task E	**SURVEYING AND EASEMENTS**	
	PROJECT A: 12" FORCE MAIN	$ 75,705.00
	PROJECT B: 8" GRAVITY MAIN	$ 30,788.00
Task F	**ENVIRONMENTAL ENGINEERING SERVICES**	$ 8,800.00
Task G	**SUBSURFACE UTILITY ENGINEERING**	$ 45,000.00
Task H	**GEOTECHNICAL**	TBD
Task I	**SEWER LINE INSPECTIONS**	TBD
Task J	**ELECTRICAL ENGINEERING SERVICES**	TBD
Task K	**STRUCTURAL ENGINEERING SERVICES**	TBD
SUBTOTAL ADDITIONAL SERVICES		**$ 160,293.00**
TOTAL FEE		**$ 633,476.00**

ASSUMPTIONS/CLARIFICATIONS:

1. *The Fee provided is based on our estimate of the time required to complete the scope of work at our current standard hourly billing rates.*
2. *Valdez Engineering shall perform said service and all acts attendant thereto with a reasonable standard of care and shall not be held to a higher standard of care unless specifically agreed to by the parties and said agreement is spelled out herein as a condition of this contract.*
3. *ROW/Easement Acquisition, Right of Entry, Temporary Construction Easements, coordination, and electronic files and maps developed strictly for any property acquisition will be provided under a separate work authorization.*
4. *Temporary construction easements are not included with this scope.*
5. *The does not include the relocation, if determined during design, of other affected utilities.*
6. *This proposal assumes that Projects A & B will be designed concurrently for efficiency. If they are phased separately to not overlap, then additional services could be required.*

7. *This fee proposal does not include design or improvements of permanent stormwater facilities (existing or proposed), structural engineering, or electrical engineering.*
8. *Additional engineering or surveying services resulting from coordination with the Texas Historical Commission, Army Corps of Engineers, FEMA or Texas Water Development Board not part of the original scope of work will be billed hourly.*
9. *Forcemain, gravity sewer main, and all-weather road designs will be based on existing conditions except where future proposed grading is provided.. Existing conditions will be defined by site conditions identified at the time the surveying services were conducted for this project. Design modifications or additional engineering and surveying resulting from site grading or site modifications conducted by private landowners after 30% will be considered an additional service.*
10. *Per the City of Laredo, the utilities department will be responsible for the decommissioning/demolition of the Pan American Lift Station. It is Valdez Engineering's understanding that all coordination of the decommissioning with regulatory entities and proper demolition will handled by the City of Laredo.*

If you have any questions, please do not hesitate to contact me: 210-865-5828.

Sincerely,

Enrique S. Valdez, PE
Principal/Project Manager

ACCEPTANCE AND AUTHORIZATION TO PROCEED: To authorize us to proceed with this work, please sign in the space indicated below and return one copy to us. We will begin work upon your written notice to proceed and/or a signed copy of this proposal; to which, if authorized to proceed, you acknowledge acceptance of this proposal. This proposal is valid for 15 days from the date on this letter. After 15 days, Valdez Engineering reserves the right to adjust the fee and schedule if necessary.

ACCEPTED:

_____
Printed Name, Title

_____ _____
Signature Date

This Professional Services AGREEMENT between VALDEZ ENGINEERING, Inc., herein after referred to as ”VALDEZ ENGINEERING” and CLIENT includes the attached Proposal and these General Terms and Conditions which constitute the AGREEMENT.

PARTIES – CLIENT is defined as the entity that authorizes performance of services as stated in the Proposal by VALDEZ ENGINEERING and any entity that accepts responsibility for payment as stated in these General Terms and Conditions. If the CLIENT is ordering the services on behalf of another, the CLIENT represents and warrants that the CLIENT is authorized to act on behalf of said party in ordering and directing VALDEZ ENGINEERING’s services.

BILLING AND PAYMENT – The CLIENT agrees to compensate VALDEZ ENGINEERING for services as stated per the attached Contract for Services. Services and expenses will be invoiced monthly. Invoice amounts are due within 30 days. Interest of 1 ½ percent per month compounded daily applies to all outstanding invoices. In the event any amount becomes past due, the design professional may give 7 days notice of intent to terminate the contract.

CONSEQUENTIAL DAMAGES – The CLIENT and VALDEZ ENGINEERING both agree to waive any claims for consequential damages against each other.

DELAYS – VALDEZ ENGINEERING will not be liable for delays due to force majeure.

DISPUTE RESOLUTION - Any dispute under this contract shall be subject to mediation as a condition precedent to litigation.

ENVIRONMENTAL – VALDEZ ENGINEERING assumes no responsibility for the detection or removal of any hazardous substances found at the job site.

JOBSITE SAFETY – VALDEZ ENGINEERING is not responsible for job site safety or means and methods of construction. Job site safety and construction means and methods are the responsibility of the Contractor.

LIMITATION OF LIABILITY – The CLIENT agrees, to the fullest extent possible, to limit the liability of VALDEZ ENGINEERING so that the total aggregate liability of VALDEZ ENGINEERING shall not exceed VALDEZ ENGINEERING’s fee for services rendered on the project. It is acknowledged that this limitation of liability applies to any cause of action, be it contract, tort or any other theory. The CLIENT agrees to bring any claims against the VALDEZ ENGINEERING corporate entity, nor any individual owners or employees of VALDEZ ENGINEERING.

OWNER PROVIDED INFORMATION – VALDEZ ENGINEERING shall have the right to rely on the accuracy of any information provided by the CLIENT. VALDEZ ENGINEERING will not review this information for accuracy.

OWNERSHIP OF INSTRUMENTS OF SERVICE - VALDEZ ENGINEERING retains all intellectual property rights including common law, statutory, and other reserved rights in the instruments of service, including copyrights. The Owner agrees to limit use of the instruments of service to this site-specific project only.

PERMITS AND APPROVALS – It is the responsibility of the Owner to obtain all necessary permits and approvals. VALDEZ ENGINEERING will assist the Owner as mutually agreed in writing.

REJECTION OF NON-CONFORMING WORK – VALDEZ ENGINEERING shall have the authority, but not the responsibility, to reject nonconforming work. VALDEZ ENGINEERING shall bring any known non-conforming work to the attention of the CLIENT as soon as reasonably possible.

RIGHT OF ACCESS – VALDEZ ENGINEERING shall have access to the job site whenever work is in preparation or in progress.

STOP WORK AUTHORITY – VALDEZ ENGINEERING has no stop work authority.

TAXES – If and to the extent that any sales and/or use taxes are applicable to any Services provided hereunder, they are the responsibility of the purchaser and will be itemized separately on the invoice.

TERMINATION – This contract may be terminated by either party for convenience with 30 days written notice, or for cause with 7 days written notice. The project may be suspended by the CLIENT with 30 days written notice. In the event of suspension or cancellation for convenience, the CLIENT shall pay all expenses incurred prior to the date of notice.

Sombreretillo forcemani to be rerouted
Sombreretillo LS
Pan American LS
Mines Rd
Pan American forcemain too be abandioned
Proposed Sombreretillo 12" forcemain
Mines Rd
Sterling LS

City Council-Regular

Meeting Date: 07/18/2022

Initiated By: Riazul Mia, Assistant City Manager

Staff Source: Arturo Garcia, Jr., P.E., Utilities Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award annual supply and service contract FY22-064 to the lowest bidder E & E Air Conditioning, Laredo, TX in an amount up to $400,000.00 to provide HVAC (heating, ventilation, and air conditioning) repair services for the water treatment plants. This contract establishes an hourly service rate and cost percentage for parts. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. This contract can be extended three (3) additional one-year periods, upon mutual agreement of the parties. All services will be purchased on an as needed basis and funding will be secured from the Waterworks Fund - Water Treatment Division.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City went out on formal bid solicitations and received two (2) bids through Cit-E-Bid for awarding a contract for HVAC repair services for the Water Treatment Plants. This contract establishes hourly and cost plus percentage rate on materials supplied by the contractor. E & E Air Conditioning have a Texas Class B license (# TACLB26075C) for refrigeration and environmental HVAC repair services. This contract has three extension periods. All services will be purchased on an as needed basis.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. 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.

Summary:

	E&E Air Conditioning	**Ruby's Air Conditioning**
HVAC Repair Services	Hourly Labor Rate	Hourly Labor Rate
Certified Mechanic per hour	$65.00	$85.00
Certified Mechanic after hours (5:01pm to 7:59 am) charge per hour	$65.00	$110.00
Certified Technician per hour	$65.00	$85.00
Certified Technician after hours (5:01pm to 7:59 am) charge per hour	$65.00	N/A
Supervisor per hour	$65.00	$85.00
Supervisor after hours (5:01pm to 7:59 am) charge per hour	$65.00	$85.00
Laborer per hour	$45.00	$55.00
Laborer after hours (5:01pm to 7:59 am) charge per hour	$45.00	$83.00
Percentage added to Contractors cost for parts% Contingency Allowance of $ 20,000.00	10% Percentage Plus	30% Percentage Plus
Mini-Split System Services	Hourly Labor Rate	Hourly Labor Rate
Certified Mechanic per hour	$65.00	$85.00
Certified Mechanic after hours (5:01pm to 7:59 am) charge per hour	$65.00	$110.00
Certified Technician per hour	$65.00	$85.00
Certified Technician after hours (5:01pm to 7:59 am) charge per hour	$65.00	$110.00
Supervisor per hour	$65.00	$85.00

Supervisor after hours (5:01pm to 7:59 am) charge per hour	$65.00	$110.00
Laborer per hour	$45.00	$55.00
Laborer after hours (5:01pm to 7:59 am) charge per hour	$45.00	$83.00
Percentage added to Contractors cost for parts% Contingency Allowance of $ 5,000.00	10% Percentage Plus	30% Percentage Plus

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be awarded.

Fiscal Impact

Fiscal Year: 2022

Bugeted Y/N?: Yes

Source of Funds:

Account #: 557-4120-533-2030

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

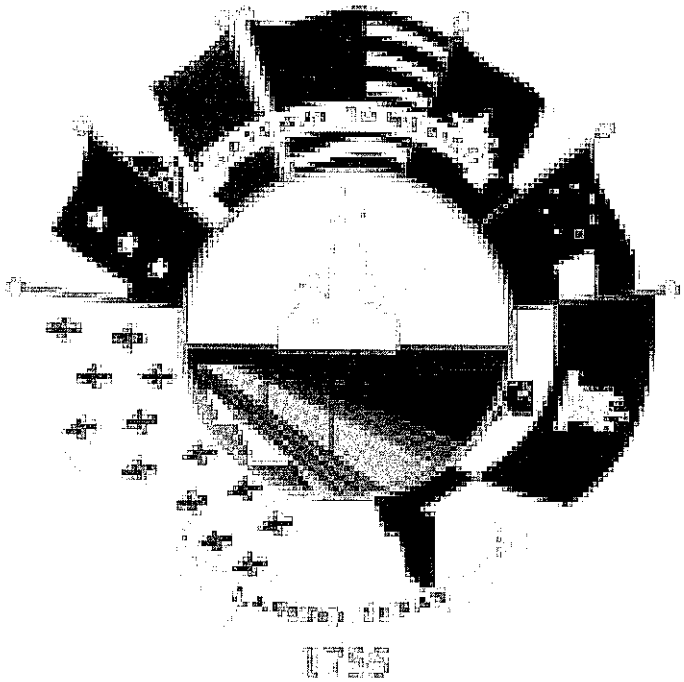
The purpose of this contract is to establish prices for the commodities or services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contracts becomes null and void.

Attachments

FY22-064 Bid Tab

FY22-064 Contract

				E and E Air Conditioning, Inc.		Ruby's Air Conditioning, Inc.	
				Total Price	$960.00	Total Price	$1,311.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Section I: HVAC Hourly Parts/Service RepairRates Percentage Markup	1	EA	**$480.00**	$480.00	$588.00	$588.00
1.1	Certified Mechanic per hour	1	Hourly Labor Rate	**$65.00**		$85.00	
1.2	Certified Mechanic after hours (5:01pm to 7:59 am) charge per hour	1	Hourly Labor Rate	**$65.00**		$110.00	
1.3	Certified Technician per hour	1	Hourly Labor Rate	**$65.00**		$85.00	
1.4	Certified Technician after hours (5:01pm to 7:59 am) charge per hour	1	Hourly Labor Rate	**$65.00**			
1.5	Supervisor per hour	1	Hourly Labor Rate	**$65.00**		$85.00	
1.6	Supervisor after hours (5:01pm to 7:59 am) charge per hour	1	Hourly Labor Rate	**$65.00**		$85.00	
1.7	Laborer per hour	1	Hourly Labor Rate	**$45.00**		$55.00	
1.8	Laborer after hours (5:01pm to 7:59 am) charge per hour	1	Hourly Labor Rate	**$45.00**		$83.00	
1.9	Percentage added to Contractors cost for parts% *****All materials shall be at cost plus a handling fee up to but not to exceed 10%. A contingency allowance of $20,000.00 will be used to satisfy cost of predicted proposal materials.	1	Percentage Plus	10.0%		30.0%	
2	Section II:Mini Split Systems Service/Repair Rates Percentage Markup	1	EA	**$480.00**	$480.00	$723.00	$723.00
2.1	Certified Mechanic per hour	1	Hourly Labor Rate	**$65.00**		$85.00	
2.2	Certified Mechanic after hours (5:01pm to 7:59 am) charge per hour	1	Hourly Labor Rate	**$65.00**		$110.00	
2.3	Certified Technician per hour	1	Hourly Labor Rate	**$65.00**		$85.00	
2.4	Certified Technician after hours (5:01pm to 7:59 am) charge per hour	1	Hourly Labor Rate	**$65.00**		$110.00	
2.5	Supervisor per hour	1	Hourly Labor Rate	**$65.00**		$85.00	
2.6	Supervisor after hours (5:01pm to 7:59 am) charge per hour	1	Hourly Labor Rate	**$65.00**		$110.00	
2.7	Laborer per hour	1	Hourly Labor Rate	**$45.00**		$55.00	
2.8	Laborer after hours (5:01pm to 7:59 am) charge per hour	1	Hourly Labor Rate	**$45.00**		$83.00	
2.9	Percentage added to Contractors cost for parts% *****All materials shall be at cost plus a handling fee up to but not to exceed 10%. A contingency allowance of $5,000.00 will be used to satisfy cost of predicted proposal materials.	1	Percentage Plus	10.0%		30.0%	



FY22-064
E and E Air Conditioning, Inc.
Supplier Response

Event Information

Number: FY22-064
Title: HVAC Repairs Services - Water Treatment Plants
Type: Request For Bid
Issue Date: 5/24/2022
Deadline: 6/15/2022 05:00 PM (CT)
Notes: **MANUAL BID DROP-OFF PROCEDURES**

NOTE: Manual Bids will only be accepted the first 45 minutes of the hour before they are due. For example, if bid is due at 4:00, bids will only be accepted between 3:00 and 3:45 p.m.

1. Please make sure that the bid is in a sealed envelope marked with
the following:

- Name of Bid
- Name 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

E and E Air Conditioning, Inc. Information

Contact: Edith O Gomez
Address: 801 Union Pacific Blvd., Ste #1
Laredo, TX 78045
Phone: (956) 284-6867
Email: egomez@eandeac.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Martha A Navarro for E and E A/C Inc
Signature

egomez@eandeac.com
Email

Submitted at 6/16/2022 10:12:15 AM

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 (I have acknowledge that I have been advised)*

2 Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm.

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.
Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:
46.1. Application
46.3. Definitions
46.5. Disclosure of Interested Parties Form

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

☐ *I will comply with this form (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** *No response*
5	**State how long under has the business been in its present business name** *No response*
6	**If applicable, list all other names under which the Business identified above operated in the last five years** *No response*
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 response*
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 response*
10	**State if the Company is a certified minority business enterprise** Historically Underutilized Business (HUB)

11	**Conflict of Interest Disclosure** A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.
12	**Conflict of Intererst Questionnaire Form CIQ** For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.
13	**Conflict of Interest Questionnaire** If vendor acknowledges there is no conflict of interest, there are no further actions for the vendor to take. If vendor acknowledges a possible conflict of interest, vendor must download and fill out CIQ Form and submit it as part of their bid. I attest there is no conflict of interest

14 **Disclosure Form**

For details on use of this form, see Section 4.01 of the City's Ethics Code.

15 **This is a**

New Submission

16 **Question 1. Name of person submitting this disclosure form**

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

No response

17 **Question 2. Contract Information**

Please include the following:
a)Contract or Project Name
b)Originating Department

No response

18 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

No response

19 **Question 4. List any business entity(ies) that is a partner, paretn, subsidiary business entity(ies) of the individual or entity listed in Question 3.**

Not Applicable

20 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

No response

21 **Question 5. List any individuals or entitites that will be subcontractors on this contract**

Not Applicable

22 **Question 5. List any individuals or entities that will be subcontractors on this contract**

If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.

No response

23 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

Not Applicable

24 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

No response

25 **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

a) Any individual seeking contract with the city (Question 3)
b) Any owner of officer of entity seeking contract with the city (Question 3)
c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5)
e) The spouse of any individual listed in response to (a) through (d) above
f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

26 **Question 7. Disclosure of policitcal contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

No response

27 **Updates on contributions required**

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

28 **Question 8. Disclosure of Conflict of Interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am not aware of any conflict of interest

29 **8. Disclosure of Conflict of Interest**

If you selected I am aware of conflict of interest is question 8, please list them in this section.

No response

30 **Question 9. Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☐ *I have read and understand this section (I have read and understand this section)*

31 **Question 10. No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

☐ *I have read and understand this section (I have read and understand this section)*

32	**Question 11. Conflict of Interest Questionnaire (CIQ)** Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. ☐ *I have acknowledge that I have been advised (I have acknowledge that I have been advised)*
33	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date *No response*
34	**Question 12. Oath** I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. ☐ *I swear or affirm information is correct (I swear or affirm information is correct)*
35	**Company Information Questionnaire** ☐ *I have completed this section (I have completed this section)*
36	**Conflict of Interest Questionnaire** ☐ *I have completed this section (I have completed this section)*
37	**Non-Collusive Affidavit** ☐ *I have completed and included this form (I have completed and included this form)*
38	**Discretionary Contracts Disclosure** ☐ *I have completed this section (I have completed this section)*

39 **Certificate of Interested Parties (Form 1295)**

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm.

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

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The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.
Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:
46.1. Application
46.3. Definitions
46.5. Disclosure of Interested Parties Form

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

☐ *I will comply with this form (I will comply with this form)*

40 **Ordinace 2018-O-175**

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

No response

4 1 HVAC License Documentation

Texas Class
License#
Type of license (Refrigeration, Environmental, or Combination)

☐ *Yes (Yes)*

4 2 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

☐ *I have read and understand this section (I have read and understand this section)*

4 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 by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the

event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be awarded by **Section I & II combined 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. Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).

(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

12.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE

OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

CHAPTER 137: COMPLIANCE AND PROFESSIONALISM

SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS

§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT

(a) A licensed engineer sha.. not submit or request, orally or in wri. g, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☐ *I Agree to the Terms and Conditions (I Agree to the Terms and Conditions)*

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Insurance Terms and Conditions

INSURANCE REQUIREMENTS If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of $1,000,000 per claim/ $2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

☐ *I agree my insurance meets minumum requirements (I agree my insurance meets minumum requirements)*

Bid Lines

1 **Package Header**

Section I: HVAC Hourly Parts/Service Repair Rates & Percentage Markup

Quantity: 1 UOM: EA Total: $480.00

Item Notes: Required Submittals that can be uploaded on Cit-E-Bid:

Texas Class _____ License#_____

Type of license (Refrigeration, Environmental, or Combination)

Package Items

1.1 Certified Mechanic per hour

Quantity: 1 UOM: Hourly Labor Rate Price: $65.00 Total: $65.00

1.2 Certified Mechanic after hours (5:01pm to 7:59 am) charge per hour

Quantity: 1 UOM: Hourly Labor Rate Price: $65.00 Total: $65.00

1.3 Certified Technician per hour

Quantity: 1 UOM: Hourly Labor Rate Price: $65.00 Total: $65.00

1.4 Certified Technician after hours (5:01pm to 7:59 am) charge per hour

Quantity: 1 UOM: Hourly Labor Rate Price: $65.00 Total: $65.00

1.5 Supervisor per hour

Quantity: 1 UOM: Hourly Labor Rate Price: $65.00 Total: $65.00

1.6

Supervisor after hours (5:01pm to 7:59 am) charge per hour

Quantity: 1 UOM: Hourly Labor Rate Price: $65.00 Total: $65.00

1.7 Laborer per hour

Quantity: 1 UOM: Hourly Labor Rate Price: $45.00 Total: $45.00

1.8 Laborer after hours (5:01pm to 7:59 am) charge per hour

Quantity: 1 UOM: Hourly Labor Rate Price: $45.00 Total: $45.00

1.9 Percentage added to Contractor's cost for parts %

*****All materials shall be at cost plus a handling fee up to but not to exceed 10%.

A contingency allowance of $20,000.00 will be used to satisfy cost of predicted proposal materials.

Quantity: 1 UOM: Percentage Plus Total: 10%

2 Package Header

Section II: Mini Split Systems Service/Repair Rates & Percentage Markup

Quantity: 1 UOM: EA Total: $480.00

Item Notes: Required Submittals that can be uploaded on Cit-E-Bid:

Texas Class _____ License#_____

Type of license (Refrigeration, Environmental, or Combination)

Package Items

2.1 Certified Mechanic per hour

Quantity: 1 UOM: Hourly Labor Rate Price: $65.00 Total: $65.00

2.2 Certified Mechanic after hours (5:01pm to 7:59 am) charge per hour

Quantity: 1 UOM: Hourly Labor Rate Price: $65.00 Total: $65.00

2.3 Certified Technician per hour

Quantity: 1 UOM: Hourly Labor Rate Price: $65.00 Total: $65.00

2.4 Certified Technician after hours (5:01pm to 7:59 am) charge per hour

Quantity: 1 UOM: Hourly Labor Rate Price: $65.00 Total: $65.00

2.5 Supervisor per hour

Quantity: 1 UOM: Hourly Labor Rate Price: $65.00 Total: $65.00

2.6

Supervisor after hours (5:01pm to 7:59 am) charge per hour

Quantity: 1 UOM: Hourly Labor Rate Price: $65.00 Total: $65.00

2.7 Laborer per hour

Quantity: 1 UOM: Hourly Labor Rate Price: $45.00 Total: $45.00

2.8 Laborer after hours (5:01pm to 7:59 am) charge per hour

Quantity: 1 UOM: Hourly Labor Rate Price: $45.00 Total: $45.00

2.9 Percentage added to Contractor's cost for parts %

*****All materials shall be at cost plus a handling fee up to but not to exceed 10%.

A contingency allowance of $5,000.00 will be used to satisfy cost of predicted proposal materials.

Quantity: 1 UOM: Percentage Plus Total: 10%

Response Total: $960.00

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) E and E Air Conditioning, Inc

Signature of person authorized to sign bid _____ Date 6/14/2022

Print Name of person authorized to sign bid Edgardo Gomez

Title: President

Business Address: 801 Union Pacific Blvd., Ste # 1

City, State, Zip Code: Laredo, TX 78045

Telephone Number: (956) 284-6867 Fax Number: (806) 414-3029

Contact Person Email Address: egomez@eandeac.com

Federal Tax ID Number: 27-1546094

Bidders Principal/Corporate Place of Business Address: 801 Union Pacific Blvd., Ste # 1

Indicated Status of Business:

Corporation ✓ Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: N/A

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

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No.

Is any litigation pending against the Business? Yes / No.

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No.
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No.

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes No.

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No.

State if company is a certified minority business enterprise:
Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify _____

This company is not a certified minority business: ☑

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

23.0 Tab B Price Schedule

23.1 Section I: HVAC Hourly Parts/Service Repair Rates & Percentage Markup

	HVAC Service & Repairs
Certified Mechanic per hour	$ 65.-
Certified Mechanic after hours (5:01pm to 7:59 am) charge per hour	$ 65.-
Certified Technician per hour	$ 65.-
Certified Technician after hours (5:01pm to 7:59 am) charge per hour	$ 65.-
Supervisor per hour	$ 65.-
Supervisor after hours (5:01pm to 7:59 am) charge per hour	$ 65.-
Laborer per hour	$ 45.-
Laborer after hours (5:01pm to 7:59 am) charge per hour	$ 45.-

Percentage added to Contractor's cost for parts 10 %
*****All materials shall be at cost plus a handling fee up to but not to exceed 10%. **A contingency allowance of $20,000.00 will be use to satisfy cost of predicted proposed materials.**

Estimated time to complete service in 1 days.

Company Name: F and E Air Conditioning, Inc.

Owner/President Name: Edgardo Gamez

Company Address: 801 Union Pacific Blvd., Ste#1

City, State, Zip Code: Laredo, TX 78045

Company Authorized Representative's Signature:

Company Representative's Name: Edith Gamez

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document.

23.2 Section II: Mini Split System Parts/Service Repairs & Percentage Markup

	Mini Split Systems Service & Repairs
Certified Mechanic per hour	$ 65.00
Certified Mechanic after hours (5:01pm to 7:59 am) charge per hour	$ 65.00
Certified Technician per hour	$ 65.00
Certified Technician after hours (5:01pm to 7:59 am) charge per hour	$ 65.00
Supervisor per hour	$ 65.00
Supervisor after hours (5:01pm to 7:59 am) charge per hour	$ 65.00
Laborer per hour	$ 45.00
Laborer after hours (5:01pm to 7:59 am) charge per hour	$ 45.00

Percentage added to Contractor's cost for parts 10 %
*****All materials shall be at cost plus a handling fee up to but not to exceed 10%. **A contingency allowance of $5,000.00 will be use to satisfy cost of predicted proposed materials.**

23.3 Overview of Company & Location
In order to demonstrate your ability to be a strategic partner, provide responses to the following information requests and questions that address your company's location.

23.4 Please identify days of week establishment is open for business:
7 days a week

23.5 Please identify hours of operation: 24 hrs service

23.6 Texas Class B License# TACLB26075C

23.7 Type of license (Refrigeration, Environmental, or Combination): Combination

24.0 Tab C- Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040,** a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is *a* Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731

☑ I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Edgardo Gomez — Signature — 6/14/2022

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

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 Edgardo Gomez
(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 14 day of June 2022.

Notary Public

My commission expires:

12/7/2023

EDY F. GARCIA NOTARY PUBLIC STATE OF TEXAS ID#6806021 EXPIRES 12-7-2023

26.0 Tab E

City of Laredo
Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 if the City's Ethics Code.
***This is a ✓New Submission or ___Correction or ___Update to previous submission.**

***1. Name of person submitting this disclosure form.**

First	M.I.	Last	Suffix
Edgardo		Gomez	

***2. Contract Information.**

a) Contract or Project name(s): HVAC Repairs Water Treatment Plant- Utilities Dept FY22-064

b) Originating Department(s): Utilities

***3 Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Name (Print)	Signature	Name (Print)	Signature
Edgardo Gomez			

***4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

☐ Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

☐ Name of partner, parent, or subsidiary business entity(ies): _____

***5. List any individuals or entities that will be subcontractors on this contract.**

☑ Not applicable. No subcontractors will be retained for this contract.

☐ Subcontractors may be retained, but have not been selected at the time of this submission.

☐ List of subcontractors: _____

***6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.**

☑ Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

☐ List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract: _____

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

a) Any individual seeking contract with the city (Question 3)
b) Any owner or officer of entity seeking contract with the city (Question 3)
c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
d) Any subcontractor or owner/office of subcontracting entity retained for the contract (Question 5)
e) The spouse of any individual listed in response to (a) through (d) above
f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☑ Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these individuals.

☐ List of contributors: _____

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

☑ I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflict(s) of interest: _____

***Acknowledgements**

☑ **Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☑ **No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

☑ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

☑ I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Edgardo Gomez		President
Name (Print)	Signature	Title
E and E Air Conditioning, Inc		6/14/2022
Company or DBA		Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:

City of Laredo
P.O. Box 579
Laredo, TX 78042-0579

27.0 Tab F – Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, **https://www.ethics.state.tx.us/tec/1295-Info.htm.**

Implementation of House Bill 1295

27.1 Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

27.2 Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:
- 46.1. Application
- 46.3. Definitions
- 46.5. Disclosure of Interested Parties Form

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

E and E Air Conditioning 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.**

EIN# 27-1546094

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 Edgardo Gomez, this the 14th day of June, 20 22, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

**********Form does not need to be notarized*******

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 June 15, 2022; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on June 16, 2022.**

Hand delivered Bids are to be submitted in a sealed envelope clearly marked:

Bid: HVAC Repairs Water Treatment Plants – Utilities Department
FY22-064

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: 07/18/2022

Initiated By: Riazul Mia, Assistant City Manager

Staff Source: Arturo Garcia Jr., P.E. Utilities Department Director, Miguel A. Pescador, Purchasing Agent

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SUBJECT

Consideration to award annual service contract FY22-067 to the following vendors:

1) Sections V, X, XI, XII: Gutierrez Machine Shop, Laredo, Texas in an amount up to $300,000.00 (Primary Vendor);

2) Sections III, IV, VI, VII: A-Squared Water Treatment, Laredo, Texas in an amount up to $400,000.00 (Primary Vendor);

3) Sections I, II, VIII, IX: RAMSA Electric Mechanic, Laredo, Texas in an amount up to $300,000.00 (Primary Vendor),

for water treatment and wastewater treatment booster stations, and lift stations pump repairs for the Utilities Department. This contract establishes hourly rates and a percentage discount on parts utilized during emergency pump repairs. All services will be purchased on an as needed basis. This contract may be extended for three, additional one (1) year periods, upon mutual agreement of the parties. Funding is available in the Water Works and Waste Water Funds.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The City received five (5) proposals through Cit-E-Bid for awarding an annual service contract for water treatment and wastewater treatment, booster stations, and lift stations pump repairs for the Utilities Department. This contract establishes hourly shop and field rates and a percentage discount on parts utilized during emergency pump repairs.

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. This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

In determining the best value for the City of Laredo the following factors were considered by the Utilities Department, in accordance with corresponding weights, in evaluating the proposals:

	Weighted %
Contractor’s Profile, Qualifications, Experience, Location.	30
An evaluation of pricing to the City of Laredo.	50
The bidder’s past relationship with the City of Laredo	20

Summary

Vendor	Evaluation Scores	Awarded Amount	Sections	Notes
Gutierrez Machine Shop	87	$ 300,000.00	V, X, XI, XII	Primary Vendor
A-Squared Water Treatment	86	$ 400,000.00	III, IV, VI, VII	Primary Vendor
RAMSA Electric Mechanic	84	$ 300,000.00	I, II, VIII, IX	Primary Vendor
Laredo Mechanical	65			
JMF Repair Services	65			

A complete bid tabulation is attached along with the evaluation scores.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contracts be approved.

Fiscal Impact

Fiscal Year:	2022
Bugeted Y/N?:	Yes
Source of Funds:	
Account #:	55942105332037
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

All services will be purchased on an as need basis. The purpose of this contract is to establish prices for the commodities or services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Fiscal Year:	2022
Bugeted Y/N?:	Yes
Source of Funds:	
Account #:	55942205332037
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

Fiscal Year:	2022
Bugeted Y/N?:	Yes
Source of Funds:	
Account #:	55741205332037
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

Fiscal Year:	2022
Bugeted Y/N?:	Yes
Source of Funds:	
Account #:	55741205332030

Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Attachments

FY22-067 Final Evaluation Scores
FY22-067 Bid Tabulation
FY22-067 Contracts

Pump Repair Services	**Laredo Mechanical**	**RAMSA**	**Gutierrez Machine Shop**
Evaluator#1	58	83	85
Evaluator#2	80	88	93
Evaluator#3	60	86	85
Evaluator#4	62	80	85
Average & Final Scores	**65**	**84**	**87**

Pump Repair Services	**JMF Repair Services**	**A-Squared Water Treatment**
Evaluator#1	71	85
Evaluator#2	60	86
Evaluator#3	70	86
Evaluator#4	60	88
Average & Final Scores	**65**	**86**

				Laredo Mechanical Industrial Services, Inc.		RAMSA		Gutierrez Machine & Welding Shop		JMF Repair Service LLC		A-Squared Water Treatment	
				Total Price	$1,575.00	Total Price	$1,984.00	Total Price	$2,800.00	Total Price	$3,885.00	Total Price	$6,134.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Tab A: Vertical Turbine (Patterson)	1	EA	**$130.00**	$130.00	$170.00	$170.00	$280.00	$280.00	$330.00	$330.00	$417.00	$417.00
1.1	Standard Shop Labor Rate	1	Hourly Labor Rate	$65.00		**$35.00**		$70.00		$75.00		$125.00	
1.2	Field Labor Rate	1	Hourly Labor Rate	$65.00		**$35.00**		$70.00		$75.00		$125.00	
1.3	Diagnostic Shop Labor Rate	1	Hourly Labor Rate			**$35.00**		$70.00		$75.00		$125.00	
1.4	Diagnostic Field Labor Rate	1	Hourly Labor Rate			$35.00		$70.00		$75.00		**$12.00**	
1.5	Percent of Discount Offered	1	Percentage	15.0%		5.0%				2.0%		0.0%	
1.6	Repairs will be completed within in working	1	Working Days			**$30.00**				**$30.00**		**$30.00**	
2	Tab B: Horizontal Split Case (Patterson)	1	EA	**$130.00**	$130.00	$170.00	$170.00	$280.00	$280.00	$330.00	$330.00	$530.00	$530.00
2.1	Standard Shop Labor Rate	1	Hourly Labor Rate	$65.00		**$35.00**		$70.00		$75.00		$125.00	
2.2	Field Labor Rate	1	Hourly Labor Rate	$65.00		**$35.00**		$70.00		$75.00		$125.00	
2.3	Diagnostic Shop Labor Rate	1	Hourly Labor Rate			**$35.00**		$70.00		$75.00		$125.00	
2.4	Diagnostic Field Labor Rate	1	Hourly Labor Rate			**$35.00**		$70.00		$75.00		$125.00	
2.5	Percent of Discount Offered	1	Percentage	15.0%		5.0%				2.0%		0.0%	
2.6	Repairs will be completed within in working	1	Working Days			**$30.00**				**$30.00**		**$30.00**	
3	Tab C: Horizontal Split Case (Sulzer)	1	EA	**$130.00**	$130.00	$170.00	$170.00	$280.00	$280.00	$330.00	$330.00	$530.00	$530.00
3.1	Standard Shop Labor Rate	1	Hourly Labor Rate	$65.00		**$35.00**		$70.00		$75.00		$125.00	
3.2	Field Labor Rate	1	Hourly Labor Rate	$65.00		**$35.00**		$70.00		$75.00		$125.00	
3.3	Diagnostic Shop Labor Rate	1	Hourly Labor Rate			**$35.00**		$70.00		$75.00		$125.00	
3.4	Diagnostic Field Labor Rate	1	Hourly Labor Rate			**$35.00**		$70.00		$75.00		$125.00	
3.5	Percent of Discount Offered	1	Percentage	15.0%		5.0%				2.0%		0.0%	
3.6	Repairs will be completed within in working	1	Working Days			**$30.00**				**$30.00**		**$30.00**	
4	Tab D: Vertical Turbine (Sulzer)	1	EA	**$130.00**	$130.00	$170.00	$170.00	$280.00	$280.00	$330.00	$330.00	$530.00	$530.00
4.1	Standard Shop Labor Rate	1	Hourly Labor Rate	$65.00		**$35.00**		$70.00		$75.00		$125.00	
4.2	Field Labor Rate	1	Hourly Labor Rate	$65.00		**$35.00**		$70.00		$75.00		$125.00	
4.3	Diagnostic Shop Labor Rate	1	Hourly Labor Rate			**$35.00**		$70.00		$75.00		$125.00	
4.4	Diagnostic Field Labor Rate	1	Hourly Labor Rate			**$35.00**		$70.00		$75.00		$125.00	
4.5	Percent of Discount Offered	1	Percentage	15.0%		5.0%				2.0%		0.0%	
4.6	Repairs will be completed within in working	1	Working Days			**$30.00**				**$30.00**		**$30.00**	
5	Section E: Horizontal Split Case (Fairbanks)	1	EA	**$130.00**	$130.00	$161.00	$161.00	$280.00	$280.00	$330.00	$330.00	$530.00	$530.00
5.1	Standard Shop Labor Rate	1	Hourly Labor Rate	$65.00		**$35.00**		$70.00		$75.00		$125.00	
5.2	Field Labor Rate	1	Hourly Labor Rate	$65.00		**$35.00**		$70.00		$75.00		$125.00	
5.3	Diagnostic Shop Labor Rate	1	Hourly Labor Rate			**$35.00**		$70.00		$75.00		$125.00	
5.4	Diagnostic Field Labor Rate	1	Hourly Labor Rate			**$35.00**		$70.00		$75.00		$125.00	
5.5	Percent of Discount Offered	1	Percentage	15.0%		5.0%				2.0%		0.0%	
5.6	Repairs will be completed within in working	1	Working Days			**$21.00**				$30.00		$30.00	
6	Tab F: Submersible (Sulzer/ABS)	1	EA	**$130.00**	$130.00	$161.00	$161.00			$330.00	$330.00	$530.00	$530.00
6.1	Standard Shop Labor Rate	1	Hourly Labor Rate	$65.00		**$35.00**				$75.00		$125.00	
6.2	Field Labor Rate	1	Hourly Labor Rate	$65.00		**$35.00**				$75.00		$125.00	
6.3	Diagnostic Shop Labor Rate	1	Hourly Labor Rate			**$35.00**				$75.00		$125.00	
6.4	Diagnostic Field Labor Rate	1	Hourly Labor Rate			**$35.00**				$75.00		$125.00	
6.5	Percent of Discount Offered	1	Percentage	15.0%		5.0%				2.0%		0.0%	
6.6	Repairs will be completed within in working	1	Working Days			**$21.00**				$30.00		$30.00	
7	Tab G: Vertical Turbine (Sulzer)	1	EA	**$130.00**	$130.00	$161.00	$161.00	$280.00	$280.00	$330.00	$330.00	$530.00	$530.00
7.1	Standard Shop Labor Rate	1	Hourly Labor Rate	$65.00		**$35.00**		$70.00		$75.00		$125.00	
7.2	Field Labor Rate	1	Hourly Labor Rate	$65.00		**$35.00**		$70.00		$75.00		$125.00	
7.3	Diagnostic Shop Labor Rate	1	Hourly Labor Rate			**$35.00**		$70.00		$75.00		$125.00	
7.4	Diagnostic Field Labor Rate	1	Hourly Labor Rate			**$35.00**		$70.00		$75.00		$125.00	
7.5	Percent of Discount Offered	1	Percentage	15.0%		5.0%				2.0%		0.0%	
7.6	Repairs will be completed within in working	1	Working Days			**$21.00**				$30.00		$30.00	
8	Tab H: Vertical Turbine (Smith Pump)	1	EA	**$145.00**	$145.00	$161.00	$161.00	$280.00	$280.00	$330.00	$330.00	$530.00	$530.00
8.1	Standard Shop Labor Rate	1	Hourly Labor Rate	$65.00		**$35.00**		$70.00		$75.00		$125.00	
8.2	Field Labor Rate	1	Hourly Labor Rate	$65.00		**$35.00**		$70.00		$75.00		$125.00	
8.3	Diagnostic Shop Labor Rate	1	Hourly Labor Rate			**$35.00**		$70.00		$75.00		$125.00	
8.4	Diagnostic Field Labor Rate	1	Hourly Labor Rate	**$15.00**		$35.00		$70.00		$75.00		$125.00	
8.5	Percent of Discount Offered	1	Percentage			5.0%				2.0%		0.0%	
8.6	Repairs will be completed within in working	1	Working Days			**$21.00**				$30.00		$30.00	

9	Tab I: Horizontal Split Case (Peerless)	1	EA	**$130.00**	$130.00	$154.00	$154.00	$280.00	$280.00	$330.00	$330.00	$530.00	$530.00
9.1	Standard Shop Labor Rate	1	Hourly Labor Rate	$65.00		**$35.00**		$70.00		$75.00		$125.00	
9.2	Field Labor Rate	1	Hourly Labor Rate	$65.00		**$35.00**		$70.00		$75.00		$125.00	
9.3	Diagnostic Shop Labor Rate	1	Hourly Labor Rate			**$35.00**		$70.00		$75.00		$125.00	
9.4	Diagnostic Field Labor Rate	1	Hourly Labor Rate			**$35.00**		$70.00		$75.00		$125.00	
9.5	Percent of Discount Offered	1	Percentage	15.0%		5.0%				2.0%		0.0%	
9.6	Repairs will be completed within in working	1	Working Days			**$14.00**				$30.00		$30.00	
10	Tab J: Submersible (Fairbanks)	1	EA	**$130.00**	$130.00	$175.00	$175.00			$255.00	$255.00	$417.00	$417.00
10.1	Standard Shop Labor Rate	1	Hourly Labor Rate	$65.00		**$35.00**						$125.00	
10.2	Field Labor Rate	1	Hourly Labor Rate	$65.00		**$35.00**				$75.00		$125.00	
10.3	Diagnostic Shop Labor Rate	1	Hourly Labor Rate			**$35.00**				$75.00		$125.00	
10.4	Diagnostic Field Labor Rate	1	Hourly Labor Rate			$35.00				$75.00		**$12.00**	
10.5	Percent of Discount Offered	1	Percentage	15.0%		5.0%				2.0%		0.0%	
10.6	Repairs will be completed within in working	1	Working Days			$35.00				**$30.00**		**$30.00**	
11	Tab K: Vertical Turbine (Peerless)	1	EA	**$130.00**	$130.00	$170.00	$170.00	$280.00	$280.00	$330.00	$330.00	$530.00	$530.00
11.1	Standard Shop Labor Rate	1	Hourly Labor Rate	$65.00		**$35.00**		$70.00		$75.00		$125.00	
11.2	Field Labor Rate	1	Hourly Labor Rate	$65.00		**$35.00**		$70.00		$75.00		$125.00	
11.3	Diagnostic Shop Labor Rate	1	Hourly Labor Rate			**$35.00**		$70.00		$75.00		$125.00	
11.4	Diagnostic Field Labor Rate	1	Hourly Labor Rate			**$35.00**		$70.00		$75.00		$125.00	
11.5	Percent of Discount Offered	1	Percentage	15.0%		5.0%				2.0%		0.0%	
11.6	Repairs will be completed within in working	1	Working Days			**$30.00**				**$30.00**		**$30.00**	
12	Tab L: Horizontal Split Case (Aurora)	1	EA	**$130.00**	$130.00	$161.00	$161.00	$280.00	$280.00	$330.00	$330.00	$530.00	$530.00
12.1	Standard Shop Labor Rate	1	Hourly Labor Rate	$65.00		**$35.00**		$70.00		$75.00		$125.00	
12.2	Field Labor Rate	1	Hourly Labor Rate	$65.00		**$35.00**		$70.00		$75.00		$125.00	
12.3	Diagnostic Shop Labor Rate	1	Hourly Labor Rate			**$35.00**		$70.00		$75.00		$125.00	
12.4	Diagnostic Field Labor Rate	1	Hourly Labor Rate			**$35.00**		$70.00		$75.00		$125.00	
12.5	Percent of Discount Offered	1	Percentage	15.0%		5.0%				2.0%		0.0%	
12.6	Repairs will be completed within in working	1	Working Days			**$21.00**				$30.00		$30.00	

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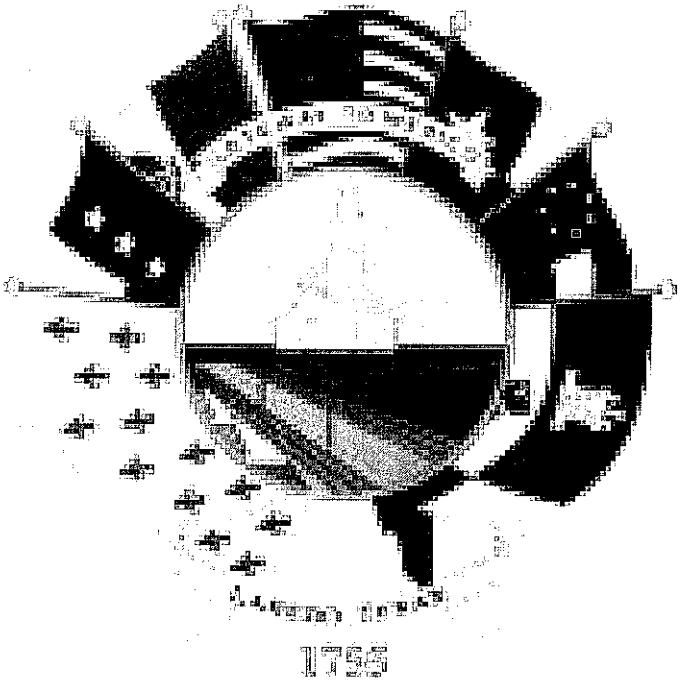


FY22-067
Gutierrez Machine & Welding Shop
Supplier Response

Event Information

Number: FY22-067
Title: FY22-067 Pump Repair Services - Utilities Department
Type: Request For Proposal
Issue Date: 5/31/2022
Deadline: 6/23/2022 05:00 PM (CT)
Notes:

MANUAL BID DROP-OFF PROCEDURES

NOTE: Manual Proposals will only be accepted the first 45 minutes of the hour before they are due. For example, if bid is due at 4:00, bids will only be accepted between 3:00 and 3:45 p.m.

1. Please make sure that the bid is in a sealed envelope marked with

   the following:

- Name of Proposal

- Name of Company submitting Proposal
- Address of Company submitting Proposal

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

Gutierrez Machine & Welding Shop Information

Contact: Moises Gutierrez, Jr.
Address: 201 West Ryan St,
Laredo, TX 78041
Phone: (956) 726-1688
Fax: (956) 791-3897
Email: moisesgms@aol.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Martha A Navarro for Gutierrez Machine & Welding Shop
Signature

moisesjrgms@gmail.com
Email

Submitted at 6/24/2022 10:15:39 AM (CT)

Bid Attributes

1 Award by Best Value

AWARD OF CONTRACT The contract will be **awarded to multiple bidders and based on (Best Value)** and in accordance with the provisions of Chapters 252 and 271 of the Texas Local Government Code. **Three vendors will be awarded this contract.** Definition of the lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability are deemed acceptable, and who has offered the most advantageous pricing or cost-benefit, based on the criteria stipulated in the bid documents."

☐ *I agree (I agree)*

2 Questionnaire Description

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

3 Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid

No response

4 State how long under has the business been in its present business name

No response

5 If applicable, list all other names under which the Business identified above operated in the last five years

No response

6 **State if the Company is a certified minority business enterprise**

The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

7 **Questions Part 1**

1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?

No response

8 **Questions Part 2**

1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?

No response

9 **State if the Company is a certified minority business enterprise**

Historically Underutilized Business (HUB)

10 **Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

11 **Conflict of Interest Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

12	**Conflict of Interest Questionnaire** Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response? Yes
13	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
14	**This is a** New Submission
15	**Question 1. Name of person submitting this disclosure form** Please include First Name, Middle Initial, Last Name and Suffix (if applicable) *No response*
16	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department *No response*
17	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** *No response*
18	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.** Not Applicable
19	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3** If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. *No response*
20	**Question 5. List any individuals or entities that will be subcontractors on this contract** Not Applicable
21	**Question 5. List any individuals or entities that will be subcontractors on this contract** If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. *No response*
22	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** Not Applicable

23 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

No response

24 **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

25 **Question 7. Disclosure of political contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

No response

26 **Updates on contributions required**

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

27 **Question 8. Disclosure of Conflict of Interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am not aware of any conflict of interest

28 **8. Disclosure of Conflict of Interest**

If you selected I am aware of conflict of interest is question 8, please list them in this section.

No response

29 **Question 9. Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☐ *I have read and understand this section (I have read and understand this section)*

30	**Question 10. No Contract with City Officials or Staff during Contract Evaluation** I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration. ☐ *I have read and understand this section (I have read and understand this section)*
31	**Question 11. Conflict of Interest Questionnaire (CIQ)** Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. ☐ *I have acknowledge that I have been advised (I have acknowledge that I have been advised)*
32	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date *No response*
33	**Question 12. Oath** I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. ☐ *I swear or affirm information is correct (I swear or affirm information is correct)*

34 **Certificate of Interested Parties (Form 1295)**

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Filing Process: Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46, Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

☐ *I will comply with this form (I will comply with this form)*

35 **Terms and Conditions Request for Proposals**

TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail.

A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

GENERAL CONDITIONS Vendors are required to submit Proposals upon the following expressed conditions:

(a) Vendors shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation.

(b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF PROPOSALS Proposals will be prepared in accordance with the following:

(a) All information required by the proposal form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information

shall be submitted electronically on Cit-E-Bid system. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx
(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
(c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.
(d) Proposed delivery time must be shown and shall include business days.
(e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

3.0 SUBMISSION OF PROPOSALS

(a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to the City of Laredo, City Secretary's Office, City Hall Third Floor, 1110 Houston Street.
(b) Proposals forms can be downloaded printed through Cit-E-Bid. Proposals can be submitted electronically through Cit-E-Bid by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx
Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.
(c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense.
(d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity bids may be requested by the City.
(e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.

4.0 REJECTION OF PROPOSALS The City may reject a proposal if:
(a) Vendor misstates or conceals any material fact in the proposal.
(b) Proposal does not strictly conform to the law or the requirements of the proposal.
(c) Vendor is in arrears on existing contracts or taxes with the City of Laredo.
(d) If proposals are conditional. Vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications.
(e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any proposal.

5.0 WITHDRAWAL OF PROPOSALS Proposals may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE PROPOSALS OR MODIFICATIONS Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

7.0 CLARIFICATION AND PROTEST PROCEDURE

(a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo If the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041 mpescador@ci.laredo.tx.us Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Reponses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another

subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.
(b) For solicitations for goods and non-professional services valued at more than $50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award. All protests regarding the bid solicitation process must be submitted in writing by certified mail to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041 mpescador@ci.laredo.tx.us Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

8.0 VENDOR DISCOUNTS

(a) Percentage discounts within a certain period of time will be accepted but cannot be used in RFP evaluations. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

(a) ANNUAL SERVICE CONTRACT: The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT The contract will be **awarded to multiple bidders and based on (Best Value)** and in accordance with the provisions of Chapters 252 and 271 of the Texas Local Government Code. **Three vendors will be awarded this contract.**

Definition of best value criteria as per The Institute for Public Procurement is:

"Best Value: 1. A procurement method that emphasizes value over price. 2. An assessment of the return that can be achieved over the useful life of the item, e.g., the best combination of quality, service, time, price."

If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not to be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be set forth in the purchase order and/or formal contract agreement when applicable. A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)). The City shall give written notice to the Vendor if any of the following conditions exist:
(1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal; (2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or, (3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled.

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.

12.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE

OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

CHAPTER 137: COMPLIANCE AND PROFESSIONALISM

SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS

§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT

(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☐ *I Agree to the Terms and Conditions (I Agree to the Terms and Conditions)*

36	**Insurance Terms and Conditions** **INSURANCE REQUIREMENTS** If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract. (a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit. (b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate. (c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage. (d) Professional Liability, Errors & Omissions coverage, with minimum limits of $1,000,000 per claim/ $2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract. (e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. (f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability. (g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows: 1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability. 2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions. 3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies. 4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage. 5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance. 6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance. 7. Required limits may be satisfied by any combination of primary and umbrella liability insurances. 8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo. 9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance. (h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following: 1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein. 2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo. (i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies. **(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.** (k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract. (l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract. ☐ *I agree my insurance meets minumum requirements (I agree my insurance meets minumum requirements)*

37	**Disqualification & Debarment Certification**

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

☐ *I certify to the terms and conditions (I certify to the terms and conditions)*

3
8

Contract Requirements

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:
Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☐ *I have read and understand this section (I have read and understand this section)*

39	**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. ☐ *I have read and understand this section (I have read and understand this section)*
40	**Required Upload Submittal** **Section I: Contractor's Profile & Qualifications, Experience & Location (30 Points)** It is City of Laredo's desire to establish a strong, lasting relationship with its vendors. In order to demonstrate your ability to be a strategic partner, provide responses to the following information requests and questions that address your company's operations, organization, and equipment. ☐ *Yes (Yes)*
41	**Required Upload Submittal** **Section III: The bidder's past relationship with the City of Laredo (20 Points)** The successful Contractor shall have machine shop capabilities to repair pump parts in house and have a minimum of five (5) years experience in the repairing of pumps as mentioned on proposal. (3 References) Job Repair Pump Projects Contact (Name & Phone#) ☐ *Yes (Yes)*

Bid Lines

1	**Package Header** Tab A: Vertical Turbine (Patterson) Quantity: 1 UOM: EA Total: $280.00 Item Notes: **Package Items** **1.1** Standard Shop Labor Rate Quantity: 1 UOM: Hourly Labor Rate Price: $70.00 Total: $70.00 **1.2** Field Labor Rate Quantity: 1 UOM: Hourly Labor Rate Price: $70.00 Total: $70.00

1.3 Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $70.00 Total: $70.00

1.4 Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $70.00 Total: $70.00

1.5 Percent of Discount Offered

Quantity: 1 UOM: Percentage Total: *No response*

1.6 Repairs will be completed within in working days after receipt of order.

Quantity: 1 UOM: Working Days Price: *No response* Total: *No response*

2 Package Header

Tab B: Horizontal Split Case (Patterson)

Quantity: 1 UOM: EA Total: $280.00

Item Notes:

Package Items

2.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $70.00 Total: $70.00

2.2 Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $70.00 Total: $70.00

2.3 Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $70.00 Total: $70.00

2.4 Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $70.00 Total: $70.00

2.5 Percent of Discount Offered

Quantity: 1 UOM: Percentage Total: *No response*

2.6 Repairs will be completed within in working days after receipt of order.

Quantity: 1 UOM: Working Days Price: *No response* Total: *No response*

3 Package Header

Tab C: Horizontal Split Case (Sulzer)

Quantity: 1 UOM: EA Total: $280.00

Item Notes:

Package Items

3.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $70.00 Total: $70.00

3.2 Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $70.00 Total: $70.00

3.3 Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $70.00 Total: $70.00

3.4 Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $70.00 Total: $70.00

3.5 Percent of Discount Offered

Quantity: 1 UOM: Percentage Total: *No response*

3.6 Repairs will be completed within in working days after receipt of order.

Quantity: 1 UOM: Working Days Price: *No response* Total: *No response*

4 Package Header

Tab D: Vertical Turbine (Sulzer)

Quantity: 1 UOM: EA Total: $280.00

Item Notes:

Package Items

4.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $70.00 Total: $70.00

4.2 Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $70.00 Total: $70.00

4.3 Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $70.00 Total: $70.00

4.4 Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $70.00 Total: $70.00

4.5 Percent of Discount Offered

Quantity: 1 UOM: Percentage Total: *No response*

4.6 Repairs will be completed within in working days after receipt of order.

Quantity: 1 UOM: Working Days Price: *No response* Total: *No response*

5 Package Header

Section E: Horizontal Split Case (Fairbanks)

Quantity: 1 UOM: EA Total: $280.00

Item Notes:

Package Items

5.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $70.00 Total: $70.00

5.2 Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $70.00 Total: $70.00

5.3 Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $70.00 Total: $70.00

5.4 Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $70.00 Total: $70.00

5.5 Percent of Discount Offered

Quantity: 1 UOM: Percentage Total: *No response*

5.6 Repairs will be completed within in working days after receipt of order.

Quantity: 1 UOM: Working Days Price: *No response* Total: *No response*

6 Package Header

Tab F: Submersible (Sulzer/ABS)

Quantity: 1 UOM: EA Total: *No response*

Item Notes:

Package Items

6.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: *No response* Total: *No response*

6.2 Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: *No response* Total: *No response*

6.3 Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: *No response* Total: *No response*

6.4 Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: *No response* Total: *No response*

6.5 Percent of Discount Offered

Quantity: 1 UOM: Percentage Total: *No response*

6.6 Repairs will be completed within in working days after receipt of order.

Quantity: 1 UOM: Working Days Price: *No response* Total: *No response*

7 Package Header

Tab G: Vertical Turbine (Sulzer)

Quantity: 1 UOM: EA Total: $280.00

Item Notes:

Package Items

7.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $70.00 Total: $70.00

7.2 Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $70.00 Total: $70.00

7.3 Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $70.00 Total: $70.00

7.4 Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $70.00 Total: $70.00

7.5 Percent of Discount Offered

Quantity: 1 UOM: Percentage Total: *No response*

7.6 Repairs will be completed within in working days after receipt of order.

Quantity: 1 UOM: Working Days Price: *No response* Total: *No response*

8 Package Header

Tab H: Vertical Turbine (Smith Pump)

Quantity: 1 UOM: EA Total: $280.00

Item Notes:

Package Items

8.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $70.00 Total: $70.00

8.2 Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $70.00 Total: $70.00

8.3 Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $70.00 Total: $70.00

8.4 Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $70.00 Total: $70.00

8.5 Percent of Discount Offered

Quantity: 1 UOM: Percentage Total: *No response*

8.6 Repairs will be completed within in working days after receipt of order.

Quantity: 1 UOM: Working Days Price: *No response* Total: *No response*

9 Package Header

Tab I: Horizontal Split Case (Peerless)

Quantity: 1 UOM: EA Total: $280.00

Item Notes:

Package Items

9.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $70.00 Total: $70.00

9.2 Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $70.00 Total: $70.00

9.3 Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $70.00 Total: $70.00

9.4 Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $70.00 Total: $70.00

9.5 Percent of Discount Offered

Quantity: 1 UOM: Percentage Total: *No response*

9.6 Repairs will be completed within in working days after receipt of order.

Quantity: 1 UOM: Working Days Price: *No response* Total: *No response*

10 **Package Header**

Tab J: Submersible (Fairbanks)

Quantity: 1 UOM: EA Total: *No response*

Item Notes:

Package Items

10.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: *No response* Total: *No response*

10.2 Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: *No response* Total: *No response*

10.3 Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: *No response* Total: *No response*

10.4 Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: *No response* Total: *No response*

10.5 Percent of Discount Offered

Quantity: 1 UOM: Percentage Total: *No response*

10.6 Repairs will be completed within in working days after receipt of order.

Quantity: 1 UOM: Working Days Price: *No response* Total: *No response*

11 **Package Header**

Tab K: Vertical Turbine (Peerless)

Quantity: 1 UOM: EA Total: $280.00

Item Notes:

Package Items

11.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $70.00 Total: $70.00

11.2 Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $70.00 Total: $70.00

11.3 Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $70.00 Total: $70.00

11.4 Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $70.00 Total: $70.00

11.5 Percent of Discount Offered

Quantity: 1 UOM: Percentage Total: *No response*

11.6 Repairs will be completed within in working days after receipt of order.

Quantity: 1 UOM: Working Days Price: *No response* Total: *No response*

12

Package Header

Tab L: Horizontal Split Case (Aurora)

Quantity: 1 UOM: EA Total: $280.00

Item Notes:

Package Items

12.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $70.00 Total: $70.00

12.2 Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $70.00 Total: $70.00

12.3 Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $70.00 Total: $70.00

12.4 Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $70.00 Total: $70.00

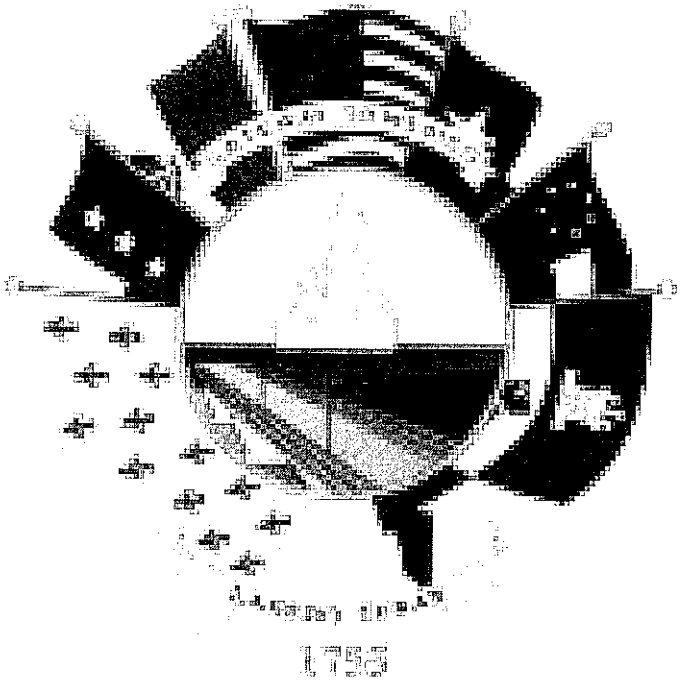
12.5 Percent of Discount Offered

Quantity: 1 UOM: Percentage Total: *No response*

12.6 Repairs will be completed within in working days after receipt of order.

Quantity: 1 UOM: Working Days Price: *No response* Total: *No response*

Response Total: $2,800.00



FY22-067

RAMSA

RAMSA

Supplier Response

Event Information

Number: FY22-067
Title: FY22-067 Pump Repair Services - Utilities Department
Type: Request For Proposal
Issue Date: 5/31/2022
Deadline: 6/23/2022 05:00 PM (CT)
Notes: **MANUAL BID DROP-OFF PROCEDURES**

NOTE: Manual Proposals will only be accepted the first 45 minutes of the hour before they are due. For example, if bid is due at 4:00, bids will only be accepted between 3:00 and 3:45 p.m.

1. Please make sure that the bid is in a sealed envelope marked with
the following:

- Name of Proposal

- Name of Company submitting Proposal
- Address of Company submitting Proposal

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

RAMSA Information

Contact: Raul Mireles
Address: 207 W RYAN ST
LAREDO
LAREDO, TX 78041
Phone: (956) 999-4263
Email: RAMSAELECTROMECHANIC@YAHOO.COM

By submitting your response, you certify that you are authorized to represent and bind your company.

Raul Mireles
Signature

ramsaelectromechanic@yahoo.com
Email

Submitted at 6/13/2022 10:50:31 AM

Response Attachments

scan_20220613162022.pdf

PUMP REPAIR BID

Bid Attributes

1	**Award by Best Value** **AWARD OF CONTRACT** The contract will be **awarded to multiple bidders and based on (Best Value)** and in accordance with the provisions of Chapters 252 and 271 of the Texas Local Government Code. **Three vendors will be awarded this contract.** Definition of the lowest responsive and responsible bidder as per the Institute for Public Procurement is: ***"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability are deemed acceptable, and who has offered the most advantageous pricing or cost-benefit, based on the criteria stipulated in the bid documents."*** ☑ I agree (I agree)
2	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
3	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** RAMSA ELECTROMECHANIC , RAUL MIRELES 956-568-1497
4	**State how long under has the business been in its present business name** RAMSA ELECTROMECHANIC INC

5	**If applicable, list all other names under which the Business identified above operated in the last five years** NOT APPLICABLE
6	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.
7	**Questions Part 1** 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? NOT
8	**Questions Part 2** 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? NOT
9	**State if the Company is a certified minority business enterprise** Other
10	**Conflict of Interest Disclosure** A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

11	**Conflict of Interest Questionnaire Form CIQ** For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.
12	**Conflict of Interest Questionnaire** Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response? Yes
13	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
14	**This is a** New Submission
15	**Question 1. Name of person submitting this disclosure form** Please include First Name, Middle Initial, Last Name and Suffix (if applicable) RAUL MIRELES SALINAS
16	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department PUMP REPAIR
17	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** RAMSA ELECTROMECHANIC
18	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.** Not Applicable
19	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3** If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. *No response*
20	**Question 5. List any individuals or entities that will be subcontractors on this contract** Not Applicable

21 **Question 5. List any individuals or entities that will be subcontractors on this contract**

If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.

No response

22 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

Not Applicable

23 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

No response

24 **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

25 **Question 7. Disclosure of political contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

No response

26 **Updates on contributions required**

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

27 **Question 8. Disclosure of Conflict of Interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am not aware of any conflict of interest

28 **8. Disclosure of Conflict of Interest**

If you selected I am aware of conflict of interest is question 8, please list them in this section.

No response

29 **Question 9. Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☑ I have read and understand this section (I have read and understand this section)

30 **Question 10. No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

☑ I have read and understand this section (I have read and understand this section)

31 **Question 11. Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

☑ I have acknowledge that I have been advised (I have acknowledge that I have been advised)

32 **Question 11. Oath**

Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date

RAUL MIRELES PRESIDENT RAMSA ELECTROMECHANIC INC 06-13-2022

33 **Question 12. Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

☑ I swear or affirm information is correct (I swear or affirm information is correct)

34 **Certificate of Interested Parties (Form 1295)**

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Filing Process: Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46, Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

☑ I will comply with this form (I will comply with this form)

35 **Terms and Conditions Request for Proposals**

TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail.

A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

GENERAL CONDITIONS Vendors are required to submit Proposals upon the following expressed conditions:

(a) Vendors shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation.

(b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF PROPOSALS Proposals will be prepared in accordance with the following:

(a) All information required by the proposal form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information

shall be submitted electronically on Cit-E-Bid system. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx
(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
(c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.
(d) Proposed delivery time must be shown and shall include business days.
(e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

3.0 SUBMISSION OF PROPOSALS

(a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to the City of Laredo, City Secretary's Office, City Hall Third Floor, 1110 Houston Street.
(b) Proposals forms can be downloaded printed through Cit-E-Bid. Proposals can be submitted electronically through Cit-E-Bid by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx
Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.
(c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense.
(d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity bids may be requested by the City.
(e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.

4.0 REJECTION OF PROPOSALS The City may reject a proposal if:
(a) Vendor misstates or conceals any material fact in the proposal.
(b) Proposal does not strictly conform to the law or the requirements of the proposal.
(c) Vendor is in arrears on existing contracts or taxes with the City of Laredo.
(d) If proposals are conditional. Vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications.
(e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any proposal.

5.0 WITHDRAWAL OF PROPOSALS Proposals may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE PROPOSALS OR MODIFICATIONS Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

7.0 CLARIFICATION AND PROTEST PROCEDURE

(a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo If the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041 mpescador@ci.laredo.tx.us Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Reponses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another

subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.
(b) For solicitations for goods and non-professional services valued at more than $50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award. All protests regarding the bid solicitation process must be submitted in writing by certified mail to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041 mpescador@ci.laredo.tx.us Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

8.0 VENDOR DISCOUNTS

(a) Percentage discounts within a certain period of time will be accepted but cannot be used in RFP evaluations. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

(a) ANNUAL SERVICE CONTRACT: The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT The contract will be **awarded to multiple bidders and based on (Best Value)** and in accordance with the provisions of Chapters 252 and 271 of the Texas Local Government Code. **Three vendors will be awarded this contract.**

Definition of best value criteria as per The Institute for Public Procurement is:

"Best Value: 1. A procurement method that emphasizes value over price. 2. An assessment of the return that can be achieved over the useful life of the item, e.g., the best combination of quality, service, time, price."

If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not to be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be set forth in the purchase order and/or formal contract agreement when applicable. A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)). The City shall give written notice to the Vendor if any of the following conditions exist:
(1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal; (2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or, (3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled.

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.

12.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE

OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

CHAPTER 137: COMPLIANCE AND PROFESSIONALISM

SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS

§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT

(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☑ I Agree to the Terms and Conditions (I Agree to the Terms and Conditions)

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Insurance Terms and Conditions

INSURANCE REQUIREMENTS If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of $1,000,000 per claim/ $2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

☑ I agree my insurance meets minumum requirements (I agree my insurance meets minumum requirements)

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Disqualification & Debarment Certification

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

☑ I certify to the terms and conditions (I certify to the terms and conditions)

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Contract Requirements

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:
Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☑ I have read and understand this section (I have read and understand this section)

39	**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. ☑ I have read and understand this section (I have read and understand this section)
40	**Required Upload Submittal** **Section I: Contractor's Profile & Qualifications, Experience & Location (30 Points)** It is City of Laredo's desire to establish a strong, lasting relationship with its vendors. In order to demonstrate your ability to be a strategic partner, provide responses to the following information requests and questions that address your company's operations, organization, and equipment. ☑ Yes (Yes)
41	**Required Upload Submittal** **Section III: The bidder's past relationship with the City of Laredo (20 Points)** The successful Contractor shall have machine shop capabilities to repair pump parts in house and have a minimum of five (5) years experience in the repairing of pumps as mentioned on proposal. (3 References) Job Repair Pump Projects Contact (Name & Phone#) ☑ Yes (Yes)

Bid Lines

1	**Package Header** Tab A: Vertical Turbine (Patterson) Quantity: 1 UOM: EA Total: $170.00 Item Notes: **Package Items** **1.1** Standard Shop Labor Rate Quantity: 1 UOM: Hourly Labor Rate Price: $35.00 Total: $35.00 **1.2** Field Labor Rate Quantity: 1 UOM: Hourly Labor Rate Price: $35.00 Total: $35.00 **1.3** Diagnostic Shop Labor Rate Quantity: 1 UOM: Hourly Labor Rate Price: $35.00 Total: $35.00 **1.4** Diagnostic Field Labor Rate Quantity: 1 UOM: Hourly Labor Rate Price: $35.00 Total: $35.00 **1.5** Percent of Discount Offered Quantity: 1 UOM: Percentage Total: 5%

1.6 Repairs will be completed within in working days after receipt of order.

Quantity: 1 UOM: Working Days Price: $30.00 Total: $30.00

2 Package Header

Tab B: Horizontal Split Case (Patterson)

Quantity: 1 UOM: EA Total: $170.00

Item Notes:

Package Items

2.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $35.00 Total: $35.00

2.2 Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $35.00 Total: $35.00

2.3 Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $35.00 Total: $35.00

2.4 Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $35.00 Total: $35.00

2.5 Percent of Discount Offered

Quantity: 1 UOM: Percentage Total: 5%

2.6 Repairs will be completed within in working days after receipt of order.

Quantity: 1 UOM: Working Days Price: $30.00 Total: $30.00

3 Package Header

Tab C: Horizontal Split Case (Sulzer)

Quantity: 1 UOM: EA Total: $170.00

Item Notes:

Package Items

3.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $35.00 Total: $35.00

3.2 Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $35.00 Total: $35.00

3.3 Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $35.00 Total: $35.00

3.4 Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $35.00 Total: $35.00

3.5 Percent of Discount Offered

Quantity: 1 UOM: Percentage Total: 5%

3.6 Repairs will be completed within in working days after receipt of order.

Quantity: 1 UOM: Working Days Price: $30.00 Total: $30.00

4 Package Header

Tab D: Vertical Turbine (Sulzer)

Quantity: 1 UOM: EA Total: $170.00

Item Notes:

Package Items

4.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $35.00 Total: $35.00

4.2 Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $35.00 Total: $35.00

4.3 Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $35.00 Total: $35.00

4.4 Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $35.00 Total: $35.00

4.5 Percent of Discount Offered

Quantity: 1 UOM: Percentage Total: 5%

4.6 Repairs will be completed within in working days after receipt of order.

Quantity: 1 UOM: Working Days Price: $30.00 Total: $30.00

5 Package Header

Section E: Horizontal Split Case (Fairbanks)

Quantity: 1 UOM: EA Total: $161.00

Item Notes:

Package Items

5.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $35.00 Total: $35.00

5.2 Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $35.00 Total: $35.00

5.3 Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $35.00 Total: $35.00

5.4 Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $35.00 Total: $35.00

5.5 Percent of Discount Offered

Quantity: 1 UOM: Percentage Total: 5%

5.6 Repairs will be completed within in working days after receipt of order.

Quantity: 1 UOM: Working Days Price: $21.00 Total: $21.00

6 Package Header

Tab F: Submersible (Sulzer/ABS)

Quantity: 1 UOM: EA Total: $161.00

Item Notes:

Package Items

6.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $35.00 Total: $35.00

6.2 Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $35.00 Total: $35.00

6.3 Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $35.00 Total: $35.00

6.4 Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $35.00 Total: $35.00

6.5 Percent of Discount Offered

Quantity: 1 UOM: Percentage Total: 5%

6.6 Repairs will be completed within in working days after receipt of order.

Quantity: 1 UOM: Working Days Price: $21.00 Total: $21.00

7 Package Header

Tab G: Vertical Turbine (Sulzer)

Quantity: 1 UOM: EA Total: $161.00

Item Notes:

Package Items

7.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $35.00 Total: $35.00

7.2 Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $35.00 Total: $35.00

7.3 Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $35.00 Total: $35.00

7.4 Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $35.00 Total: $35.00

7.5 Percent of Discount Offered

Quantity: 1 UOM: Percentage Total: 5%

7.6 Repairs will be completed within in working days after receipt of order.

Quantity: 1 UOM: Working Days Price: $21.00 Total: $21.00

8 Package Header

Tab H: Vertical Turbine (Smith Pump)

Quantity: 1 UOM: EA Total: $161.00

Item Notes:

Package Items

8.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $35.00 Total: $35.00

8.2 Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $35.00 Total: $35.00

8.3 Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $35.00 Total: $35.00

8.4 Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $35.00 Total: $35.00

8.5 Percent of Discount Offered

Quantity: 1 UOM: Percentage Total: 5%

8.6 Repairs will be completed within in working days after receipt of order.

Quantity: 1 UOM: Working Days Price: $21.00 Total: $21.00

9 Package Header

Tab I: Horizontal Split Case (Peerless)

Quantity: 1 UOM: EA Total: $154.00

Item Notes:

Package Items

9.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $35.00 Total: $35.00

9.2 Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $35.00 Total: $35.00

9.3 Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $35.00 Total: $35.00

9.4 Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $35.00 Total: $35.00

9.5 Percent of Discount Offered

Quantity: 1 UOM: Percentage Total: 5%

9.6 Repairs will be completed within in working days after receipt of order.

Quantity: 1 UOM: Working Days Price: $14.00 Total: $14.00

10 Package Header

Tab J: Submersible (Fairbanks)

Quantity: 1 UOM: EA Total: $175.00

Item Notes:

Package Items

10.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $35.00 Total: $35.00

10.2 Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $35.00 Total: $35.00

10.3 Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $35.00 Total: $35.00

10.4 Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $35.00 Total: $35.00

10.5 Percent of Discount Offered

Quantity: 1 UOM: Percentage Total: 5%

10.6 Repairs will be completed within in working days after receipt of order.

Quantity: 1 UOM: Working Days Price: $35.00 Total: $35.00

11 Package Header

Tab K: Vertical Turbine (Peerless)

Quantity: 1 UOM: EA Total: $170.00

Item Notes:

Package Items

11.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $35.00 Total: $35.00

11.2 Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $35.00 Total: $35.00

11.3 Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $35.00 Total: $35.00

11.4 Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $35.00 Total: $35.00

11.5 Percent of Discount Offered

Quantity: 1 UOM: Percentage Total: 5%

11.6 Repairs will be completed within in working days after receipt of order.

Quantity: 1 UOM: Working Days Price: $30.00 Total: $30.00

12 Package Header

Tab L: Horizontal Split Case (Aurora)

Quantity: 1 UOM: EA Total: $161.00

Item Notes:

Package Items

12.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $35.00 Total: $35.00

12.2 Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $35.00 Total: $35.00

12.3 Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $35.00 Total: $35.00

12.4 Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $35.00 Total: $35.00

12.5 Percent of Discount Offered

Quantity: 1 UOM: Percentage Total: 5%

12.6 Repairs will be completed within in working days after receipt of order.

Quantity: 1 UOM: Working Days Price: $21.00 Total: $21.00

Response Total: $1,984.00

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/3/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

CUBRIEL INSURANCE AGENCY LLC
6010 McPherson Rd Unit D2
Laredo, TX 78041

CONTACT NAME: Noe Cubriel, CIC
PHONE (A/C, No, Ext): (956)568-5290 FAX (A/C, No): (956)568-5294
E-MAIL ADDRESS: noe@cubrielinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : HALLMARK SPECIALTY INSURANCE COMPANY	
INSURER B : PROGRESSIVE	
INSURER C : THE HANOVER INSURANCE GROUP	
INSURER D :	
INSURER E : *****UPDATED****	
INSURER F :	

INSURED

RAMSA ELECTROMECHANIC INC

7305 SAN DARIO # 274
LAREDO, TX 78045

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	G42424673-1	5/12/2022	5/12/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY [X] SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	02139164	4/2/2022	4/2/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WHD-H360851-01	8/27/2021	8/27/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CITY OF LAREDO
1102 BOB BULLOCK LOOP
LAREDO, TEXAS 78043

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Noe Cubriel

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CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR PROPOSALS

PUMP REPAIR SERVICES
UTILITIES DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed proposals, subject to the Terms and Conditions of this Invitation for Proposals and other contract provisions, for awarding an annual supply and service contract to provide pump repair services for the City of Laredo Water Treatment Division.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

Hand delivered proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on June 23, 2022; and all bids received will be opened and publicly acknowledged at 10:00 AM at the Office of the City Secretary on June 24, 2022.**

Hand delivered proposals are to be submitted in a sealed envelope clearly marked:

Proposal: Pump Repair Services – Utilities Department
FY22-067

Proposals can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx	Hand Delivered: **City of Laredo – City Secretary** **C/O Jose A. Valdez Jr.** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all proposals, and to waive any minor irregularities.

MANUAL BID DROP-OFF PROCEDURES

NOTE: Manual Proposals will only be accepted the first 45 minutes of the hour before they are due. For example, if bid is due at 4:00, bids will only be accepted between 3:00 and 3:45 p.m.

1. Please make sure that the proposal is in a sealed envelope marked with the following:
   - Name of Proposal
   - Name of Company submitting Proposal
   - Address of Company submitting Proposal
2. Place Proposal Envelope on table right inside the door on the Houston Street side of City Hall. The receptionist will call the City Secretary's office to pick up.
3. If you need a copy of the time-stamped envelope, you will need to wait outside until we pick the envelope up, go back up to the 3rd floor to time-stamp the envelope, make a copy of it and bring it back to you.

Thank you for your understanding and help at this time of trying to stay healthy and safe.
City Secretary's Office

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed proposals, subject to the Terms and Conditions of this Invitation for Proposals and other contract provisions, for awarding an annual supply and service contract to provide pump repair services for the City of Laredo Water Treatment Division. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us or through https://cityoflaredo.ionwave.net/Login.aspx Proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on June 23, 2022** and all proposals received will be **opened** and publicly acknowledged on **June 24, 2022 at 10:00 AM.**

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FY22-067

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Hand Delivered:
City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all proposals, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 31st DAY OF MAY 2022.

Jose A. Valdez Jr.
City Secretary

Terms and Conditions Request for Proposals

TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS These Terms and Conditions are considered a standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail. A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract unless requested by the City. For that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

GENERAL CONDITIONS Vendors are required to submit Proposals upon the following expressed conditions:

(a) Vendors shall thoroughly examine the specifications, schedule instructions, and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation.

(b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF PROPOSALS. Proposals will be prepared in accordance with the following:

(a) All information required by the proposal form shall be furnished. For hand-delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on the Cit-E-Bid system.

(b) Unit prices shall be shown and where there is an error in the extension of price, the unit price shall govern.

(c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.

(d) Proposed delivery time must be shown and shall include business days.

(e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by the City of Laredo no less than seventy-two hours before the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

3.0 SUBMISSION OF HAND-DELIVERED PROPOSALS

(a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed, and include the date and hour of the Proposal opening and the material or services. The proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand-delivered Proposals must be submitted to:
City of Laredo, City Secretary's Office,
City Hall Third Floor, 1110 Houston Street.

(b) Proposals forms can be downloaded and printed through Cit-E-Bid. Mailed Proposals (i.e. USPS, FedEx, UPS), telegraphic, or facsimile proposals will not be considered.

(c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense.

(d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity proposals may be requested by the City.

(e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP or as a result of the issuance of this RFP.

4.0 REJECTION OF PROPOSALS The City may reject a proposal if:

(a) Vendor misstates or conceals any material fact in the proposal.

(b) Proposal does not strictly conform to the law or the requirements of the proposal.

(c) Vendor is in arrears on existing contracts or taxes with the City of Laredo.

(d) If proposals are conditional. The vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications.

(e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, the vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. The vendor will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any proposal.

5.0 WITHDRAWAL OF PROPOSALS Proposals may not be withdrawn after they have been publicly opened unless approved by the City Council.

6.0 LATE PROPOSALS OR MODIFICATIONS Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

7.0 CLARIFICATION AND PROTEST PROCEDURE

(a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo If the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or the Questions & Responses section on the Cit-E-Bid system no later than seven (7) days before the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT
Miguel A. Pescador,
5512 Thomas Avenue,
Laredo, Texas 78041
mpescador@ci.laredo.tx.us

Any vendor submitting questions shall refer to a specific RFP number, section, page, and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through the Cit-E-Bid system under the Questions and Responses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal During the RFP process, the bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.

(b) For solicitations for goods and non-professional services valued at more than $50,000, bidders will have ten (10) calendar days before the time that the City Council formally considers the contract to submit a written protest relating to advertising of proposal notices, deadlines, proposal acknowledgment, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award.
All protests regarding the proposal solicitation process must be submitted in writing by certified mail to:
CITY OF LAREDO 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 a written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

8.0 VENDOR DISCOUNTS

(a) Percentage discounts within a certain period will be accepted but cannot be used in RFP evaluations. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

(a) ANNUAL SERVICE CONTRACT: The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for the performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT The contract will be **awarded to multiple bidders and based on (Best Value)** and in accordance with the provisions of Chapters 252 and 271 of the Texas Local Government Code. **Three vendors will be awarded this contract.** Definition of the lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability are deemed acceptable, and who has offered the most advantageous pricing or cost-benefit, based on the criteria stipulated in the bid documents."

If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with the Vendor that will include by reference the terms of the RFP and related responses. In the event an agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications unless the Vendor qualifies its proposal by specific limitations. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to the proposal. The place of delivery shall be outlined in the purchase order and/or formal contract agreement when applicable.

The City shall give written notice to the Vendor if any of the following conditions exist:

(1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in the proposal;

(2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or,

(3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30-day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog, or part number. All items must show unit prices. If prices are based on discounts from the list, then list prices must appear on the proposal schedule.
All invoices shall be mailed to:
Accounts Payable Office
City Hall, P.O. Box 210,
Laredo, Texas 78042.

(d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us
For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

12.0 INSURANCE REQUIREMENTS

If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at a minimum combined single limits of $1,000,000 per occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the occurrence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at a minimum combined single limits of $1,000,000 per occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of $1,000,000 per claim/ $2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in place of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, the Contractor shall specifically endorse applicable insurance policies as follows:
1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers' compensation, and all liability policies.

4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice before cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. The insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
1. Sets forth all endorsements and insurance coverage according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, the Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before awarding the contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits, and/or insurance coverages, required to perform work, throughout this project/contract.

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Bidder or Person, to put in a sham proposal or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said proposal price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

13.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this proposal for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure

6. Certificate of Interested Parties (Form 1295) **Upon Award of Proposal Only**

13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure:

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: To comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.
To comply with state law, the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098** and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of the company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran,

or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award

Request for Proposals
HVAC Repairs Water Treatment Plants
Utilities Department

15.0 Scope of Work

The City of Laredo is requesting proposals from qualified vendors for awarding an annual supply and service contract for pump repair services for the City of Laredo Water Division. 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 proposal shall be submitted through Cit-E-Bid or by email no later than, June 10, 2022 at 2:00 PM to: Email: ealdape@ci.laredo.tx.us

15.2 Bidders are required to submit their proposals upon the following expressed conditions:
Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

15.3 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.

15.4 Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

16.0 General Requirements

The City of Laredo is requesting bid pricing from qualified vendors for awarding an annual contract for pump repairs to include water plants, wastewater plants, booster stations, and lift stations. The prices quoted are to be fixed prices for the work and shall include all labor and/or material costs, overhead, profit, quality assurance, transportation for pickup/delivery, shop or field tests, as well as any and all inspections required by good industry practice to ensure that the work complies with the terms and conditions of this bid. No additional charges will be allowed without City approval. Upon inspection the contractor is required to notify City of Laredo of any parts that may fail under normal conditions. It is understood that complete rebuilding may not be required for all repairs; however, parts that are damaged during normal disassembly are considered to be pertinent.

17.0 Job Completion

Job completion time for typical repairs under the terms and conditions of this contract are _____ days from date of job order.

Bidder's business hours: From: 9 a.m. to 6 p.m.

Days of week: 5 Days

18.0 Service Requirements

18.1 On regular business hours, work shall be performed between 6:00 AM to 6:00 PM, Monday through Friday excluding City holidays. On Saturday, Sunday, & holidays, work shall be performed as per Utilities Department personnel.

18.2 When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase contract materials on the open market and charge the contract vendor the price difference.

18.3 When contractor cannot abide by the terms and conditions in fulfilling the contract, the City of Laredo reserves the right to secure services from other sources.

18.4 Authorization for work will be in the form of a written City of Laredo Purchase Order sent via e-mail.

18.5 An annual contract purchase order will be issued for each City agency authorized to place orders against this annual contract. The contract purchase order will not list individual items or prices. Vendor must have the contract purchase order before providing any service.

18.6 All invoices must be submitted in duplicate and show each purchase order number. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any) and labor rates. All items must show unit prices or otherwise specified. If prices are based on discounts from list, then the list prices, the "plus" in terms of percentage, and net unit prices, extensions and net total prices must be shown.

18.7 Revision of Manufacturer's price list(s): The bid will be based on manufacturer's latest dated price list (s). Said price list(s) must denote the manufacturer, latest effective date and price schedule. It is agreed that any published price list(s) may be superseded or replaced during the contract period only if the manufacturer for industry wide use publishes such list(s).

18.8 All subject price lists should be submitted with this bid and shall become a part hereof. However, if in the opinion of the City Purchasing Agent, it is impractical for bidder to include published price lists as part of this bid and to furnish any price lists and/or written changes as required herein, bidder shall permit the Purchasing Agent or his authorized representatives to inspect the pertinent published price lists and/or written changes in the office of the bidder or at any other location approved by both parties. However, if the City Purchasing Agent approves said price list(s) other than the manufacturer's price list(s), said price list(s) must denote the company name, effective date and price schedule. It is agreed that any price list provided other than the manufacturers may not be superseded or replaced during the contract period.

18.9 All parts and services provided must be equal to or better than the original part and service.

18.10 Bids for parts exceeding the suggested OEM retail price will be rejected.

19.0 General Repair Specifications

The following describes the basic requirements for the pump repairs. The scope of work described in this document includes, but not limited to, inspection services and post repair field testing. To be considered, the Contractor must provide pricing for each service listed.

19.1 City of Laredo will identify equipment by station name, pump model number and serial number. The Contractor shall maintain same pump nomenclature in all invoices and correspondences

20.0 Equipment

Below is the list of the equipment but not limited to various stations.

Item	Pump Type	Brand	GPM	TDH	HP	RPM
#1	Vertical Turbine	Patterson	10417	167	600	1195
#2	Horizontal Split Case Cent.	Patterson	6945	258	600	1180
#3	Horizontal Split Case Cent.	Sulzer	13889	275	1250	1191
#4	Vertical Turbine	Sulzer	14616	36.3	200	1175
#5	Horizontal Split Case	Fairbanks	3000	100	100	1180
#6	Submersible	Sulzer / ABS	11000	80	275	1190
#7	Vertical Turbine	Sulzer	10500	185	600	1200
#8	Vertical Turbine	Smith Pump	10500	200	600	890

Item	Pump Type	Brand	GPM	TDH	HP	RPM
#9	Horizontal Split Case	Peerless	3800	320	400	1770
#10	Submersible	Fairbanks	10500	80	300	720
#11	Vertical Turbine	Peerless	300	300	65	3540
#12	Horizontal Split Case	Aurora	5000	245	400	1750

20.1 Material Allowance: $100,000.00
The materials mark-up required to complete the pump repairs on COL pumps. A 15% mark-up will be used based on supplier invoice. Contractor must submit original invoice as backup to the monthly billing.

21.0 Repair Services

21.1 Repair of centrifugal horizontal split case, submersible, and vertical turbine pumps.

21.2 Specialty shop services consisting of the fabrication and machining of parts. Also, the assemblies, machine work associated with pump repairs, and transportation for pickup/delivery.

21.3 Field support and technical services related to the removal, re-installation, and troubleshooting of the various pump systems.

22.0 Invoice
Contractor invoice for payment for Work performed must follow instructions set down by the City of Laredo. The following instructions are minimal requirements and can be changed on the City of Laredo accounting needs.

22.1 The invoice must contain the following information:

22.1.1 (1) Purchase Order number

22.1.2 (2) Pump Station name, model and serial numbers

22.1.3 (3) Invoice number

22.1.4 (4) Invoice Date

22.1.5 (5) Description of service

22.1.6 (6) Bill of materials

22.1.7 (7) Invoice total

22.1.8 (8) Contractor's name and address

22.1.9 (9) Contractor's contact with phone number and e-mail address.

22.2 All materials or parts shall be of equal or better quality than original.

22.3 The Contractor's facility may be subject to inspection at any time by City of Laredo.

23.0 Warranty
A minimum of twelve (12) month warranty period from the date that City of Laredo accepts equipment shall be provided for all repairs including original equipment manufacturer (OEM) or remanufactured parts. Acceptance occurs after a successful installation and startup. If a failure occurs due to a defect in workmanship and/or materials, the warranty shall re-new at startup so that a full twelve (12) months of warranty is possible. The warranty period shall cover all defects in workmanship and/or materials.

23.1 The Contractor is responsible for all costs to pick up, repair, and deliver any warranty-repaired parts or equipment back to City of Laredo. Service calls during the warranty period shall also be at no charge, unless the problem does not pertain to a defect in workmanship and/or material.

23.2 The Contractor must make arrangements to pick up the warranted equipment with five (5) working days after notification, and return them to the City within fourteen (14) working days after receipt and installation of all parts necessary to perform the repair.

24.0 Shipment

Shipment preparations shall include the following:

24.1 Contractor shall ship the equipment empty (free of lubricants) but shall tag all lubrication points on equipment to indicate that lubricant must be added prior to running equipment.

24.2 Unprotected metal surfaces shall be protected against corrosion. Pump and components shall be secured and supported to prevent damage during shipping.

24.3 All pump openings shall be covered adequately to protect pump during shipment.

24.4 All equipment shall be shipped FOB destination. City of Laredo may refuse to unload or accept equipment damaged in transit.

24.5 Contractor shall be liable for all return shipping costs resulting from damages in transit and is solely responsible for pursuing all damage claims from transport service provider.

24.6 City of Laredo reserves the right to inspect pump at any time during the course of the repair. City of Laredo reserves the right to audit Contractor's project costs at any time during contract duration.

24.7 City of Laredo equipment in Contractor's possession must be properly stored and secured at all times; loading/unloading must be done by Contractor's personnel.

24.8 Overtime hours for labor must be authorized by City of Laredo prior to commencement.

24.9 The Contractor shall be responsible for all repairs requiring machine shop capabilities. If a subcontractor is to be used, the Contractor shall identify this need in the repair estimate to City of Laredo.

25.0 Documentation

25.1 For each repair the Contractor shall provide a price estimate, categorized by parts/components replacement and/or machining/fabrication needs and labor.

25.2 If the existing pump nameplate is illegible, a new nameplate shall be supplied. Nameplates shall be made of corrosion resistant metal and have stamped or engraved lettering.

25.3 If pump, motor, or its components have been modified from their original hydraulic configuration, a new nameplate shall be supplied and a new curve shall be developed to accurately reflect the new hydraulic conditions. Nameplates shall be made of corrosion resistant metal and have stamped or engraved lettering, and shall include the following information:

25.3.1 Equipment.

25.3.2 Model and Serial Numbers.

25.3.3 Manufacturer.

25.3.4 GPM/Head.

25.3.5 HP.

25.3.6 Impeller Diameter.

25.3.7 RPM.

25.3.8 Date.

26.0 Service Specifications

26.1 Replacement components shall be fabricated to the original design unless specified by City of Laredo. Components shall be checked for concentricity and trueness. Modifications to components or materials shall not be proposed that would decrease a pump's performance, thermal or mechanical durability, or negatively impact the pump operation.

26.2 Contractor may be required to fabricate custom parts not readily available from the original manufacturer; however, City of Laredo prefers OEM parts.

26.3 Contractor shall clean associated lubrication systems and cover all exposed piping, cavities or reservoirs with plastic and tape or other alternative effective measures to prevent moisture and contaminants from entering the system during storage and transport.

26.4 During re-assembly, Contractor shall coat fastener threads with a durable anti-corrosion/anti-seize compound unless otherwise specified by City of Laredo.

26.5 Contractor may use high-pressure water to clean surfaces in preparation for inspection. Contractor shall contact City of Laredo prior to using other blast media.

27.0 Pump Tear Down Inspection and Quote

27.1 Contractor shall inspect and measure bearings, oil rings and housings. If pump or motor shaft journals or thrust pads are found to be outside allowable tolerances, Contractor shall notify City of Laredo in a timely manner via telephone or email, so repair decisions can be made.

27.2 When directed by City of Laredo, on Vertical Turbine Pumps, the Contractor shall perform non-destructive (ultrasonic, magnetic-particle, liquid-penetrant, radiographic, or eddy-current) testing on the connection point between the top bowl and the flange attaching it to the pump column.

27.3 Contractor shall provide teardown and inspection reports for pump repairs within 5-10 working days after receipt of equipment. An estimate for repair shall follow within 5 working days after that. (Pricing estimates shall utilize the pricing in Contractor's price sheet for labor and material.) Repairs shall be completed within 10-15 working days after receipt of the Purchase Order, and after the receipt and installation of all parts required to perform the repair.

27.4 Contractor shall provide projected completion and delivery dates with each repair estimate.

28.0 Pump & Motor Repairs

28.1 All repairs shall be made to current pump nameplate conditions and this specification. Alternative quotations for efficiency, other improvements, or for alternative fabrication methods require City of Laredo approval.

28.2 General machine work and or repair shall consist, but is not limited to balancing, welding, straightening, grinding, custom part manufacturing, shaft rebuilding and fabrication, sand blasting of pump/motor, and coating.

28.3 Typical repairs consist of rebuilding or replacing damaged parts like shafts, impellers, wear rings, shaft sleeves, housings, bearings, mechanical seals, packing stuffing boxes, packing, etc.

28.4 After repairs, the pump unit shall be repainted to manufacturer's recommendation and specifications, in a color approved by City of Laredo. If manufacturer recommendations are not available, interior and exterior ferrous and cast iron parts shall be coated using an NSF 60 certified Fusion Bonded Epoxy coating, 3M Scotchkote, TNEMEC Series 140 PotaPox potable water epoxy, or similar product approved by City of Laredo.

28.5 Pump balancing, assembly, and application of coating for impeller shall be completed in accordance with manufacturer recommendations or City of Laredo specifications when manufacturer recommendations are not available.

28.6 Mechanical seals and stuffing boxes shall be repaired or fabricated to the original design with same type material and to original clearances unless otherwise specified by City of Laredo.

28.7 Contractor shall replace all miscellaneous rusted hardware such as nuts, bolts and washers or other fasteners with like materials, compatible with equipment service conditions. If upgrades to fastener materials are warranted, the Contractor shall determine the strength requirements of the fasteners, and verify that the new material is sufficiently strong with an adequate safety factor. Contractor shall remove all broken bolts and chase the threads in the components.

28.8 Contractor shall repair bearings, and bearing housing to original concentric fits and dimensions. If bearing housing recasting is required, Contractor shall notify City of Laredo in a timely manner. The Contractor shall also mark the bearing recommended lubrication level on the pump housing.

28.9 Contactor shall replace oil rings and seals with same type unless alternate design is approved by City of Laredo.

28.10 For babbitt bearings, the Proposer shall verify proper bonding of babbitt to the backing material using ultrasonic thickness (UT) or other acceptable industry standard test. Babbitt bearings shall be repaired or replaced with same type material. Babbitt bearing repair using over spray or pooling will not be accepted.

28.11 Dynamic Balancing:

28.11.1 Unless other balancing criteria is specified by City of Laredo, the impellers and rotating elements shall be dynamically balanced to an *ANSI S-2.19 / ISO 1940-1986* Balance Quality Grade G2.5 or better.

28.11.2 Balance reports shall include the initial data entered to determine tolerances for initial balance point, as well as the final "as assembled" tolerance.

28.11.3 If adding weight is approved by City of Laredo as a method for balancing rotating elements, balanced weight shall be placed out of the flow stream and tapered to minimize potential for damage or cavitation.

28.12 The scope of work shall include the rebuilding, repairing, and overhauling of vertical submersible pumps with respective motor, horizontal split case, vertical overhung bearing, and vertical turbine pumps.

28.13 Repairs shall include, but are not limited to: problem diagnosis, disassembling, replacing wear ring clearance, sleeves, bearings, seals, gaskets, O-rings, varnish, perform pressure impregnation (VPI), rewind stator, reassembly, check tolerance, blast, re-paint, re-oil, and test.

29.0 Field & Technical Support Services

29.1 Contractor must be able to provide field and technical support. Support personnel should:

29.1.1 Should be qualified and knowledgeable to witness in-service performance and/or acceptance testing.

29.1.2 Should be qualified and knowledgeable to support troubleshooting, resolve warranty issues, and respond to requests for technical information.

29.1.3 Be qualified to assist in pump installation and operation.

30.0 Award of Contract

The contract will be **awarded to multiple bidders and based on (Best Value)** and in accordance with the provisions of Chapters 252 and 271 of the Texas Local Government Code. **Three vendors will be awarded this contract.** Definition of the lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability are deemed acceptable, and who has offered the most advantageous pricing or cost-benefit, based on the criteria stipulated in the bid documents."

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.

31.0 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.

31.1 This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department

31.2 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.

32.0 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

33.0 Evaluation Criteria

The City will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below.

The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected respondent is subject to the action of the City of Laredo City Council.

33.1 Negotiations may be conducted with responsible Proposer who submits a proposal determined to be reasonably susceptible of being selected for award. All Proposers will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of bids. Revisions to bids may be permitted after submission and before award for the purpose of obtaining best and final offers.

In determining the ***best value*** for the City of Laredo the following factors shall be considered in accordance with the corresponding weights, in evaluating the proposals. The following factors shall be considered in accordance with the corresponding weights, in evaluating the proposals:

Sections	Criteria	Max Points
I	Contractor's Profile & Qualifications, Experience & Location (35.0)	30
II	Pricing & Discount (36.0)	50
III	The bidder's past relationship with the City of Laredo (37.0)	20
	Total	100

Rating of Definitions for 10 point Method

%	**Rating**	**Definition**
0	Unsatisfactory	Does not satisfy criteria in specifications.
10	Very Poor to Unsatisfactory	
20	Very Poor	Meets elements of some criteria minimally.
30	Poor to Very Poor	
40	Poor	Meets some criteria at minimum acceptable level.
50	Average to Poor	
60	Average	Adequately meets most criteria.
70	Good to Average	
80	Good	Exceeds minimum criteria.
90	Very Good	Provides benefits to the entity in addition to all required criteria.
100	Excellent	Exceeds all required criteria and provides additional benefits in most areas.

Evaluation Form (Example)

Sections	Criteria	Max Points	Weighted %	Points x Weight
I	Contractor's Profile & Qualifications, Experience & Location (35.0)	30	70%	21.00
II	Pricing & Discount (36.0)	50	80%	40.00
III	The bidder's past relationship with the City of Laredo (37.0)	20	90%	18.00
			Total Score	**79.00**

34.0 Required Submittals

The City of Laredo will be utilizing best value evaluation criteria to select the contract vendor (s). You are asked to respond to the following questions and provide concise responses to these questions. Do include boilerplate marketing brochures or informational documents with your responses. **Documentation can be uploaded on to Cit-E-Bid.**

35.0 **Section I: Contractor's Profile & Qualifications, Experience & Location (30 Points)**
It is City of Laredo's desire to establish a strong, lasting relationship with its vendors. In order to demonstrate your ability to be a strategic partner, provide responses to the following information requests and questions that address your company's operations, organization, and equipment.

35.1 How will you meet required turnaround time for service repair? Please provide location of your company and how it will help in servicing this contract. (Location & Service)

Because we are located in Laredo, Texas, any issue will be attended immediately. Recollection and delivery of equipment is offered free of charge.

35.2 Describe how your company is qualified to service this contract?

We have 30 years of experience repairing electric motors and water pumps. Our work area has been conditioned to realize repairs and other services.

35.3 Business hours are from 9 A.M. to 6 P.M. 5 days per week.

35.4 Bidders are encouraged to answer and/or to attach any information that may assist in verifying their ability to perform this contract. Do not make an assumption that the city will be familiar with your work.

1. Number of people employed: 8 employees
2. Average years of experience of current employees: 10 years
3. Total number of certified technicians: 1
4. Providers will be required to submit itemized invoices detailing the cost per part, the number of labor hours and hourly rates per service. Will you be able to provide itemized invoices for reimbursement? Yes ✓ No
5. What software or labor rate manual do you use to determine industry standard hours to make repairs?

Majority of what is required to repair and/or replace is in stock.

35.6 Warranty
Please include days, months, or year of your warranty for repairs.

1 year

36.0 **Section II: Price Schedule (50 Points)**
An evaluation of the pricing to the City of Laredo – Total Weighted Evaluation Score 50 Points (All Sections will be combined for one grand total)

36.1 Tab A: Vertical Turbine (Patterson).
Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	$ 35.00	
Field Labor Rate	$ 35.00	
Diagnostic Shop Labor Rate	$ 35.00	
Diagnostic Field Labor Rate	$ 35.00	

Contract pricing is requested on pump and parts.
The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	5 %
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price schedule column on which discount is based (i.e. distributor, net, wholesale	

Repairs will be completed within 30 working days after receipt of order.

36.2 Tab B: Horizontal Split Case (Patterson).
Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	$ 35.00	
Field Labor Rate	$ 35.00	
Diagnostic Shop Labor Rate	$ 35.00	
Diagnostic Field Labor Rate	$ 35.00	

Contract pricing is requested on pump and parts.
The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	5 %
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price schedule column on which discount is based (i.e. distributor, net, wholesale	

Repairs will be completed within 30 working days after receipt of order.

36.3 Tab C: Horizontal Split Case (Sulzer).
Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	$ 35.00	
Field Labor Rate	$ 35.00	
Diagnostic Shop Labor Rate	$ 35.00	
Diagnostic Field Labor Rate	$ 35.00	

Contract pricing is requested on pump and parts.
The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	5 %
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price schedule column on which discount is based (i.e. distributor, net, wholesale	

Repairs will be completed within 30 working days after receipt of order.

36.4 Tab D: Vertical Turbine (Sulzer).
Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	$ 35.00	
Field Labor Rate	$ 35.00	
Diagnostic Shop Labor Rate	$ 35.00	
Diagnostic Field Labor Rate	$ 35.00	

Contract pricing is requested on pump and parts.
The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	5 %
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price schedule column on which discount is based (i.e. distributor, net, wholesale	

Repairs will be completed within 30 working days after receipt of order.

36.5 Tab E: Horizontal Split Case (Fairbanks).
Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	$ 35.00	
Field Labor Rate	$ 35.00	
Diagnostic Shop Labor Rate	$ 35.00	
Diagnostic Field Labor Rate	$ 35.00	

Contract pricing is requested on pump and parts.
The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	5 %
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price schedule column on which discount is based (i.e. distributor, net, wholesale	

Repairs will be completed within 21 working days after receipt of order.

36.6 Tab F: Submersible (Sulzer/ABS).
Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	$ 35.00	
Field Labor Rate	$ 35.00	
Diagnostic Shop Labor Rate	$ 35.00	
Diagnostic Field Labor Rate	$ 35.00	

Contract pricing is requested on pump and parts.
The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	5 %
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price schedule column on which discount is based (i.e. distributor, net, wholesale	

Repairs will be completed within 21 working days after receipt of order.

36.7 Tab G: Vertical Turbine (Sulzer).
Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	$ 35.00	
Field Labor Rate	$ 35.00	
Diagnostic Shop Labor Rate	$ 35.00	
Diagnostic Field Labor Rate	$ 35.00	

Contract pricing is requested on pump and parts.
The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	5 %
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price schedule column on which discount is based (i.e. distributor, net, wholesale	

Repairs will be completed within 21 working days after receipt of order.

36.8 Tab H: Vertical Turbine (Smith Pump).
Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	$ 35.00	
Field Labor Rate	$ 35.00	
Diagnostic Shop Labor Rate	$ 35.00	
Diagnostic Field Labor Rate	$ 35.00	

Contract pricing is requested on pump and parts.
The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	5 %
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price schedule column on which discount is based (i.e. distributor, net, wholesale	

Repairs will be completed within 21 working days after receipt of order.

36.9 Tab I: Horizontal Split Case (Peerless).
Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	$ 35.00	
Field Labor Rate	$ 35.00	
Diagnostic Shop Labor Rate	$ 35.00	
Diagnostic Field Labor Rate	$ 35.00	

Contract pricing is requested on pump and parts.
The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	5 %
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price schedule column on which discount is based (i.e. distributor, net, wholesale	

Repairs will be completed within 14 working days after receipt of order.

36.10 Tab J: Submersible (Fairbanks).
Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	$ 35.00	
Field Labor Rate	$ 35.00	
Diagnostic Shop Labor Rate	$ 35.00	
Diagnostic Field Labor Rate	$ 35.00	

Contract pricing is requested on pump and parts.
The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	5 %
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price schedule column on which discount is based (i.e. distributor, net, wholesale	

Repairs will be completed within 35 working days after receipt of order.

Business hours are from 9 A.M. to 6 P.M. 5 days per week.

36.11 Tab K: Vertical Turbine (Peerless).
Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	$ 35.00	
Field Labor Rate	$ 35.00	
Diagnostic Shop Labor Rate	$ 35.00	
Diagnostic Field Labor Rate	$ 35.00	

Contract pricing is requested on pump and parts.
The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	5 %
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price schedule column on which discount is based (i.e. distributor, net, wholesale	

Repairs will be completed within 30 working days after receipt of order.

36.12 Tab L: Horizontal Split Case (Aurora).
Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	$ 35.00	
Field Labor Rate	$ 35.00	
Diagnostic Shop Labor Rate	$ 35.00	
Diagnostic Field Labor Rate	$ 35.00	

Contract pricing is requested on pump and parts.
The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	5 %
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price schedule column on which discount is based (i.e. distributor, net, wholesale	

Repairs will be completed within 21 working days after receipt of order.

37.0 Section III: The bidder's past relationship with the City of Laredo (20 Points)
The successful Contractor shall have machine shop capabilities to repair pump parts in house and have a minimum of five (5) years experience in the repairing of pumps as mentioned on proposal.

Job Repair Pump Projects	Contact (Name & Phone#)
1) Vertical Pump 16", Hp 250; Del Rio, TX	Carlos Canales 830-734-4044
2) Repair Submersible Pump Hp 75; Roma, TX	Jose Vela 956-844-7396
3) Vertical Turbine Pump 60ft. Hp 30; City of Zapata	Domingo Castaneda 956-334-5345

38.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:
Company Information Questionnaire
Conflict of Interest Questionnaire
Non-Collusive Affidavit
Discretionary Contract Disclosure
Certificate of Interested Parties (Form 1295)

39.0 Bidder Information Questionnaire

Bidder Information/Business Questionnaire: Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) Ramsa Electromechanic, Inc

Signature of person authorized to sign bid _____ Date 06/08/2022

Print Name of person authorized to sign bid Raul Mireles Salinas

Title: President

Business Address: 207 W Ryan St

City, State, Zip Code: Laredo, Texas 78041

Telephone Number: 956-568-1497 Fax Number: N/A

Contact Person Email Address: ramsaelectromechanic@yahoo.com

Federal Tax ID Number: 45-5362037

Bidders Principal/Corporate Place of Business Address: 207 W Ryan St

Indicated Status of Business:

Corporation _____ Partnership ✓ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: 10 years

If applicable, list all other names under which the Business identified above operated in the last five years.

_____

_____

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? (Yes) / No

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / (No)

Is any litigation pending against the Business? Yes / (No)

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / (No)
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / (No)

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / (No)

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / (No)

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / (No)

Is the Business in arrears in any contract or debt? Yes / (No)

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / (No)

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / (No)

State if company is a certified minority business enterprise:
Historically Underutilized Business (HUB): Yes (No) Disadvantaged Business Enterprise (DBE): Yes (No)

Small Disadvantaged Business Enterprise (SDBC) Yes (No) Other: Please specify _____

This company is not a certified minority business: ☐

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

40.0 Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040,** a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is *a* Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731

☑ HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Raul Mireles Salinas — Name
Signature — Date: 06/08/2022

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

41.0 Non-Collusive Affidavit **AFFIDAVIT**

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is Raul Mireles
(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.

DAVID LINARES
Notary ID #126755108
My Commission Expires
November 16, 2024

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 10 day of June, 2022.

Notary Public

My commission expires:

11/16/2024

42.0 **Discretionary Contracts Disclosure**

City of Laredo
Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 if the City's Ethics Code.
***This is a ___New Submission or ___Correction or ___Update to previous submission.**

***1. Name of person submitting this disclosure form.**

First _____ M.I. _____ Last _____ Suffix _____

***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

***4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

☐ Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

☐ Name of partner, parent, or subsidiary business entity(ies): _____

***5. List any individuals or entities that will be subcontractors on this contract.**

☐ Not applicable. No subcontractors will be retained for this contract.

☐ Subcontractors may be retained, but have not been selected at the time of this submission.

☐ List of subcontractors: _____

***6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.**

☐ Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

☐ List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract: _____

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

a) Any individual seeking contract with the city (Question 3)
b) Any owner or officer of entity seeking contract with the city (Question 3)
c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
d) Any subcontractor or owner/office of subcontracting entity retained for the contract (Question 5)
e) The spouse of any individual listed in response to (a) through (d) above
f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☐ Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these individuals.

☐ List of contributors: _____

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

☐ I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflict(s) of interest: _____

_____

_____

***Acknowledgements**

☐ **Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☐ **No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

☐ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

☐ I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Name (Print)	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

43.0 Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, **https://www.ethics.state.tx.us/tec/1295-Info.htm.**

Implementation of House Bill 1295

43.1 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.

43.2 Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:
46.1. Application
46.3. Definitions
46.5. Disclosure of Interested Parties Form

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

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.

DAVID LINARES
Notary ID #126755108
My Commission Expires
November 05, 2024

AFFIX NOTARY STAMP/SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Raul Mireles, this the 10 day of June, 20 21, to certify which, witness my hand and seal of office.

Signature of officer administering oath — David Linares — Printed name of officer administering oath — Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

**********Form does not need to be notarized*********

44.0 Vendors Instructions:

Hand delivered proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on June 23, 2022; and all bids received will be opened and publicly acknowledged at 10:00 AM at the Office of the City Secretary on June 24, 2022.**

Hand delivered Proposals are to be submitted in a sealed envelope clearly marked:

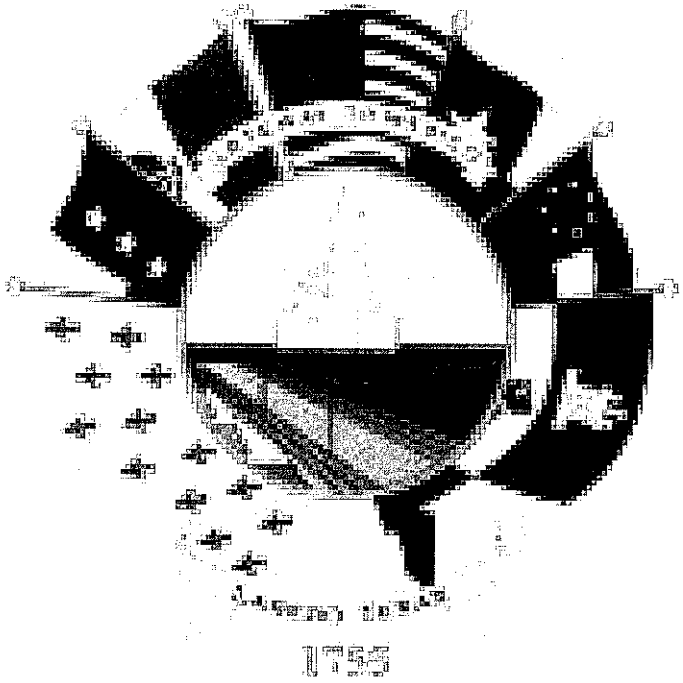
Proposal: Pump Repair Services – Utilities Department
FY22-067

Proposals can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

or

Hand Delivered:

City of Laredo - City Secretary
C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040



FY22-067
A-Squared Water Treatment
Supplier Response

Event Information

Number: FY22-067
Title: FY22-067 Pump Repair Services - Utilities Department
Type: Request For Proposal
Issue Date: 5/31/2022
Deadline: 6/23/2022 05:00 PM (CT)
Notes:

MANUAL BID DROP-OFF PROCEDURES

NOTE: Manual Proposals will only be accepted the first 45 minutes of the hour before they are due. For example, if bid is due at 4:00, bids will only be accepted between 3:00 and 3:45 p.m.

1. Please make sure that the bid is in a sealed envelope marked with

   the following:

- Name of Proposal

- Name of Company submitting Proposal
- Address of Company submitting Proposal

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

A-Squared Water Treatment Information

Contact: Jesse Aguirre
Address: 6108 McPherson Rd. Suite 10
Laredo, TX 78041
Phone: (956) 566-5032
Email: aguirreman911@gmail.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Jesse Aguirre
Signature

aguirreman911@gmail.com
Email

Submitted at 6/23/2022 10:11:34 AM (CT)

Supplier Note

Thank you for the opportunity. Jesse Aguirre

Response Attachments

A-Squared - Laredo Pump Repair 2022 Bid.pdf

Pump Repair Services - Utilities FY22-067

Bid Attributes

1	**Award by Best Value** **AWARD OF CONTRACT** The contract will be **awarded to multiple bidders and based on (Best Value)** and in accordance with the provisions of Chapters 252 and 271 of the Texas Local Government Code. **Three vendors will be awarded this contract.** Definition of the lowest responsive and responsible bidder as per the Institute for Public Procurement is: ***"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability are deemed acceptable, and who has offered the most advantageous pricing or cost-benefit, based on the criteria stipulated in the bid documents."*** ☑ I agree (I agree)
2	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
3	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** A-Squared Water Treatment

4	**State how long under has the business been in its present business name** Since June 2022
5	**If applicable, list all other names under which the Business identified above operated in the last five years** None
6	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.
7	**Questions Part 1** 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? No
8	**Questions Part 2** 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? No
9	**State if the Company is a certified minority business enterprise** This company is not a certified minority business
10	**Conflict of Interest Disclosure** A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

11	**Conflict of Interest Questionnaire Form CIQ** For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.
12	**Conflict of Interest Questionnaire** Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response? No
13	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
14	**This is a** New Submission
15	**Question 1. Name of person submitting this disclosure form** Please include First Name, Middle Initial, Last Name and Suffix (if applicable) Jesse Aguirre
16	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department Pump Repairs Services - Utilities Department FY22-067
17	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** A-Squared Water Treatment, LLC
18	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.** Not Applicable
19	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3** If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. *No response*
20	**Question 5. List any individuals or entities that will be subcontractors on this contract** Not Applicable

21 **Question 5. List any individuals or entities that will be subcontractors on this contract**

If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.

No response

22 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

Not Applicable

23 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

No response

24 **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

25 **Question 7. Disclosure of political contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

No response

26 **Updates on contributions required**

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

27 **Question 8. Disclosure of Conflict of Interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am not aware of any conflict of interest

28 **8. Disclosure of Conflict of Interest**

If you selected I am aware of conflict of interest is question 8, please list them in this section.

No response

29 **Question 9. Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☑ I have read and understand this section (I have read and understand this section)

30 **Question 10. No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

☑ I have read and understand this section (I have read and understand this section)

31 **Question 11. Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

☑ I have acknowledge that I have been advised (I have acknowledge that I have been advised)

32 **Question 11. Oath**

Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date

Jesse Aguirre (Owner)
A-Squared Water Treatment, LLC
June 23 2022

33 **Question 12. Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

☑ I swear or affirm information is correct (I swear or affirm information is correct)

34 **Certificate of Interested Parties (Form 1295)**

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Filing Process: Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46, Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

☑ I will comply with this form (I will comply with this form)

35 **Terms and Conditions Request for Proposals**

TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail.

A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

GENERAL CONDITIONS Vendors are required to submit Proposals upon the following expressed conditions:

(a) Vendors shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation.

(b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF PROPOSALS Proposals will be prepared in accordance with the following:

(a) All information required by the proposal form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information

shall be submitted electronically on Cit-E-Bid system. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx
(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
(c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.
(d) Proposed delivery time must be shown and shall include business days.
(e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

3.0 SUBMISSION OF PROPOSALS

(a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to the City of Laredo, City Secretary's Office, City Hall Third Floor, 1110 Houston Street.
(b) Proposals forms can be downloaded printed through Cit-E-Bid. Proposals can be submitted electronically through Cit-E-Bid by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx
Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.
(c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense.
(d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity bids may be requested by the City.
(e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.

4.0 REJECTION OF PROPOSALS The City may reject a proposal if:
(a) Vendor misstates or conceals any material fact in the proposal.
(b) Proposal does not strictly conform to the law or the requirements of the proposal.
(c) Vendor is in arrears on existing contracts or taxes with the City of Laredo.
(d) If proposals are conditional. Vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications.
(e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any proposal.

5.0 WITHDRAWAL OF PROPOSALS Proposals may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE PROPOSALS OR MODIFICATIONS Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

7.0 CLARIFICATION AND PROTEST PROCEDURE

(a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo If the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041 mpescador@ci.laredo.tx.us Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Reponses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another

subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.
(b) For solicitations for goods and non-professional services valued at more than $50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award. All protests regarding the bid solicitation process must be submitted in writing by certified mail to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041 mpescador@ci.laredo.tx.us Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

8.0 VENDOR DISCOUNTS

(a) Percentage discounts within a certain period of time will be accepted but cannot be used in RFP evaluations. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

(a) ANNUAL SERVICE CONTRACT: The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT The contract will be **awarded to multiple bidders and based on (Best Value)** and in accordance with the provisions of Chapters 252 and 271 of the Texas Local Government Code. **Three vendors will be awarded this contract.**

Definition of best value criteria as per The Institute for Public Procurement is:

"Best Value: 1. A procurement method that emphasizes value over price. 2. An assessment of the return that can be achieved over the useful life of the item, e.g., the best combination of quality, service, time, price."

If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not to be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be set forth in the purchase order and/or formal contract agreement when applicable. A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)). The City shall give written notice to the Vendor if any of the following conditions exist:
(1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal; (2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or, (3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled.

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.

12.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE

OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

CHAPTER 137: COMPLIANCE AND PROFESSIONALISM

SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS

§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT (a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☑ I Agree to the Terms and Conditions (I Agree to the Terms and Conditions)

36

Insurance Terms and Conditions

INSURANCE REQUIREMENTS If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of $1,000,000 per claim/ $2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

☑ I agree my insurance meets minumum requirements (I agree my insurance meets minumum requirements)

37

Disqualification & Debarment Certification

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

☑ I certify to the terms and conditions (I certify to the terms and conditions)

38

Contract Requirements

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:
Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☑ I have read and understand this section (I have read and understand this section)

39 **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

☑ I have read and understand this section (I have read and understand this section)

40 **Required Upload Submittal**

Section I: Contractor's Profile & Qualifications, Experience & Location (30 Points)

It is City of Laredo's desire to establish a strong, lasting relationship with its vendors. In order to demonstrate your ability to be a strategic partner, provide responses to the following information requests and questions that address your company's operations, organization, and equipment.

☑ Yes (Yes)

41 **Required Upload Submittal**

Section III: The bidder's past relationship with the City of Laredo (20 Points)

The successful Contractor shall have machine shop capabilities to repair pump parts in house and have a minimum of five (5) years experience in the repairing of pumps as mentioned on proposal. (3 References)

Job Repair Pump Projects

Contact (Name & Phone#)

☑ Yes (Yes)

Bid Lines

1 **Package Header**

Tab A: Vertical Turbine (Patterson)

Quantity: 1 UOM: EA Total: $417.00

Item Notes:

Package Items

1.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $125.00 Total: $125.00

1.2 Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $125.00 Total: $125.00

1.3 Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $125.00 Total: $125.00

1.4 Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $12.00 Total: $12.00

1.5 Percent of Discount Offered

Quantity: 1 UOM: Percentage Total: 0%

1.6 Repairs will be completed within in working days after receipt of order.

Quantity: 1 UOM: Working Days Price: $30.00 Total: $30.00

2 Package Header

Tab B: Horizontal Split Case (Patterson)

Quantity: 1 UOM: EA Total: $530.00

Item Notes:

Package Items

2.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $125.00 Total: $125.00

2.2 Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $125.00 Total: $125.00

2.3 Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $125.00 Total: $125.00

2.4 Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $125.00 Total: $125.00

2.5 Percent of Discount Offered

Quantity: 1 UOM: Percentage Total: 0%

2.6 Repairs will be completed within in working days after receipt of order.

Quantity: 1 UOM: Working Days Price: $30.00 Total: $30.00

3 Package Header

Tab C: Horizontal Split Case (Sulzer)

Quantity: 1 UOM: EA Total: $530.00

Item Notes:

Package Items

3.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $125.00 Total: $125.00

3.2 Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $125.00 Total: $125.00

3.3 Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $125.00 Total: $125.00

3.4 Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $125.00 Total: $125.00

3.5 Percent of Discount Offered

Quantity: 1 UOM: Percentage Total: 0%

3.6 Repairs will be completed within in working days after receipt of order.

Quantity: 1 UOM: Working Days Price: $30.00 Total: $30.00

4 Package Header

Tab D: Vertical Turbine (Sulzer)

Quantity: 1 UOM: EA Total: $530.00

Item Notes:

Package Items

4.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $125.00 Total: $125.00

4.2 Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $125.00 Total: $125.00

4.3 Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $125.00 Total: $125.00

4.4 Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $125.00 Total: $125.00

4.5 Percent of Discount Offered

Quantity: 1 UOM: Percentage Total: 0%

4.6 Repairs will be completed within in working days after receipt of order.

Quantity: 1 UOM: Working Days Price: $30.00 Total: $30.00

5 Package Header

Section E: Horizontal Split Case (Fairbanks)

Quantity: 1 UOM: EA Total: $530.00

Item Notes:

Package Items

5.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $125.00 Total: $125.00

5.2 Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $125.00 Total: $125.00

5.3 Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $125.00 Total: $125.00

5.4 Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $125.00 Total: $125.00

5.5 Percent of Discount Offered

Quantity: 1 UOM: Percentage Total: 0%

5.6 Repairs will be completed within in working days after receipt of order.

Quantity: 1 UOM: Working Days Price: $30.00 Total: $30.00

6 Package Header

Tab F: Submersible (Sulzer/ABS)

Quantity: 1 UOM: EA Total: $530.00

Item Notes:

Package Items

6.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $125.00 Total: $125.00

6.2 Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $125.00 Total: $125.00

6.3 Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $125.00 Total: $125.00

6.4 Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $125.00 Total: $125.00

6.5 Percent of Discount Offered

Quantity: 1 UOM: Percentage Total: 0%

6.6 Repairs will be completed within in working days after receipt of order.

Quantity: 1 UOM: Working Days Price: $30.00 Total: $30.00

7 Package Header

Tab G: Vertical Turbine (Sulzer)

Quantity: 1 UOM: EA Total: $530.00

Item Notes:

Package Items

7.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $125.00 Total: $125.00

7.2 Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $125.00 Total: $125.00

7.3 Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $125.00 Total: $125.00

7.4 Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $125.00 Total: $125.00

7.5 Percent of Discount Offered

Quantity: 1 UOM: Percentage Total: 0%

7.6 Repairs will be completed within in working days after receipt of order.

Quantity: 1 UOM: Working Days Price: $30.00 Total: $30.00

8 Package Header

Tab H: Vertical Turbine (Smith Pump)

Quantity: 1 UOM: EA Total: $530.00

Item Notes:

Package Items

8.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $125.00 Total: $125.00

8.2 Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $125.00 Total: $125.00

8.3 Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $125.00 Total: $125.00

8.4 Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $125.00 Total: $125.00

8.5 Percent of Discount Offered

Quantity: 1 UOM: Percentage Total: 0%

8.6 Repairs will be completed within in working days after receipt of order.

Quantity: 1 UOM: Working Days Price: $30.00 Total: $30.00

9 Package Header

Tab I: Horizontal Split Case (Peerless)

Quantity: 1 UOM: EA Total: $530.00

Item Notes:

Package Items

9.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $125.00 Total: $125.00

9.2 Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $125.00 Total: $125.00

9.3 Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $125.00 Total: $125.00

9.4 Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $125.00 Total: $125.00

9.5 Percent of Discount Offered

Quantity: 1 UOM: Percentage Total: 0%

9.6 Repairs will be completed within in working days after receipt of order.

Quantity: 1 UOM: Working Days Price: $30.00 Total: $30.00

10 Package Header

Tab J: Submersible (Fairbanks)

Quantity: 1 UOM: EA Total: $417.00

Item Notes:

Package Items

10.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $125.00 Total: $125.00

10.2 Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $125.00 Total: $125.00

10.3 Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $125.00 Total: $125.00

10.4 Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $12.00 Total: $12.00

10.5 Percent of Discount Offered

Quantity: 1 UOM: Percentage Total: 0%

10.6 Repairs will be completed within in working days after receipt of order.

Quantity: 1 UOM: Working Days Price: $30.00 Total: $30.00

11 Package Header

Tab K: Vertical Turbine (Peerless)

Quantity: 1 UOM: EA Total: $530.00

Item Notes:

Package Items

11.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $125.00 Total: $125.00

11.2 Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $125.00 Total: $125.00

11.3 Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $125.00 Total: $125.00

11.4 Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $125.00 Total: $125.00

11.5 Percent of Discount Offered

Quantity: 1 UOM: Percentage Total: 0%

11.6 Repairs will be completed within in working days after receipt of order.

Quantity: 1 UOM: Working Days Price: $30.00 Total: $30.00

12 Package Header

Tab L: Horizontal Split Case (Aurora)

Quantity: 1 UOM: EA Total: $530.00

Item Notes:

Package Items

12.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $125.00 Total: $125.00

12.2 Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $125.00 Total: $125.00

12.3 Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $125.00 Total: $125.00

12.4 Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: $125.00 Total: $125.00

12.5 Percent of Discount Offered

Quantity: 1 UOM: Percentage Total: 0%

12.6 Repairs will be completed within in working days after receipt of order.

Quantity: 1 UOM: Working Days Price: $30.00 Total: $30.00

Response Total: $6,134.00

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR PROPOSALS

PUMP REPAIR SERVICES
UTILITIES DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed proposals, subject to the Terms and Conditions of this Invitation for Proposals and other contract provisions, for awarding an annual supply and service contract to provide pump repair services for the City of Laredo Water Treatment Division.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

Hand delivered proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 **until 5:00 P.M on June 23, 2022; and all bids received will be opened and publicly acknowledged at 10:00 AM at the Office of the City Secretary on June 24, 2022.**

Hand delivered proposals are to be submitted in a sealed envelope clearly marked:

Proposal: Pump Repair Services – Utilities Department
FY22-067

Proposals can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx	Hand Delivered: **City of Laredo – City Secretary** **C/O Jose A. Valdez Jr.** **City Hall – Third Floor** **1110 Houston Street** **Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all proposals, and to waive any minor irregularities.

MANUAL BID DROP-OFF PROCEDURES

NOTE: Manual Proposals will only be accepted the first 45 minutes of the hour before they are due. For example, if bid is due at 4:00, bids will only be accepted between 3:00 and 3:45 p.m.

1. Please make sure that the proposal is in a sealed envelope marked with the following:
   - Name of Proposal
   - Name of Company submitting Proposal
   - Address of Company submitting Proposal
2. Place Proposal Envelope on table right inside the door on the Houston Street side of City Hall. The receptionist will call the City Secretary's office to pick up.
3. If you need a copy of the time-stamped envelope, you will need to wait outside until we pick the envelope up, go back up to the 3rd floor to time-stamp the envelope, make a copy of it and bring it back to you.

Thank you for your understanding and help at this time of trying to stay healthy and safe.
City Secretary's Office

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed proposals, subject to the Terms and Conditions of this Invitation for Proposals and other contract provisions, for awarding an annual supply and service contract to provide pump repair services for the City of Laredo Water Treatment Division. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us or through https://cityoflaredo.ionwave.net/Login.aspx Proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on June 23, 2022** and all proposals received will be **opened** and publicly acknowledged on **June 24, 2022 at 10:00 AM.**

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Hand Delivered:
City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all proposals, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 31st DAY OF MAY 2022.

Jose A. Valdez Jr.
City Secretary

Terms and Conditions Request for Proposals

TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS These Terms and Conditions are considered a standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail. A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract unless requested by the City. For that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

GENERAL CONDITIONS Vendors are required to submit Proposals upon the following expressed conditions:

(a) Vendors shall thoroughly examine the specifications, schedule instructions, and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation.

(b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF PROPOSALS. Proposals will be prepared in accordance with the following:

(a) All information required by the proposal form shall be furnished. For hand-delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on the Cit-E-Bid system.

(b) Unit prices shall be shown and where there is an error in the extension of price, the unit price shall govern.

(c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.

(d) Proposed delivery time must be shown and shall include business days.

(e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by the City of Laredo no less than seventy-two hours before the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

3.0 SUBMISSION OF HAND-DELIVERED PROPOSALS

(a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed, and include the date and hour of the Proposal opening and the material or services. The proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand-delivered Proposals must be submitted to:
City of Laredo, City Secretary's Office,
City Hall Third Floor, 1110 Houston Street.

(b) Proposals forms can be downloaded and printed through Cit-E-Bid. Mailed Proposals (i.e. USPS, FedEx, UPS), telegraphic, or facsimile proposals will not be considered.

(c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense.

(d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity proposals may be requested by the City.

(e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP or as a result of the issuance of this RFP.

4.0 REJECTION OF PROPOSALS The City may reject a proposal if:

(a) Vendor misstates or conceals any material fact in the proposal.

(b) Proposal does not strictly conform to the law or the requirements of the proposal.

(c) Vendor is in arrears on existing contracts or taxes with the City of Laredo.

(d) If proposals are conditional. The vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications.

(e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, the vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. The vendor will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any proposal.

5.0 WITHDRAWAL OF PROPOSALS Proposals may not be withdrawn after they have been publicly opened unless approved by the City Council.

6.0 LATE PROPOSALS OR MODIFICATIONS Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

7.0 CLARIFICATION AND PROTEST PROCEDURE

(a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo If the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or the Questions & Responses section on the Cit-E-Bid system no later than seven (7) days before the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT
Miguel A. Pescador,
5512 Thomas Avenue,
Laredo, Texas 78041
mpescador@ci.laredo.tx.us
Any vendor submitting questions shall refer to a specific RFP number, section, page, and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through the Cit-E-Bid system under the Questions and Responses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal During the RFP process, the bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.

(b) For solicitations for goods and non-professional services valued at more than $50,000, bidders will have ten (10) calendar days before the time that the City Council formally considers the contract to submit a written protest relating to advertising of proposal notices, deadlines, proposal acknowledgment, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award.
All protests regarding the proposal solicitation process must be submitted in writing by certified mail to:
CITY OF LAREDO 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 a written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

8.0 VENDOR DISCOUNTS

(a) Percentage discounts within a certain period will be accepted but cannot be used in RFP evaluations. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

(a) ANNUAL SERVICE CONTRACT: The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for the performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT The contract will be **awarded to multiple bidders and based on (Best Value)** and in accordance with the provisions of Chapters 252 and 271 of the Texas Local Government Code. **Three vendors will be awarded this contract.** Definition of the lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability are deemed acceptable, and who has offered the most advantageous pricing or cost-benefit, based on the criteria stipulated in the bid documents."

If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with the Vendor that will include by reference the terms of the RFP and related responses. In the event an agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications unless the Vendor qualifies its proposal by specific limitations. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to the proposal. The place of delivery shall be outlined in the purchase order and/or formal contract agreement when applicable.

The City shall give written notice to the Vendor if any of the following conditions exist:

(1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in the proposal;

(2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or,

(3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30-day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog, or part number. All items must show unit prices. If prices are based on discounts from the list, then list prices must appear on the proposal schedule.
All invoices shall be mailed to:
Accounts Payable Office
City Hall, P.O. Box 210,
Laredo, Texas 78042.

(d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us
For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

12.0 INSURANCE REQUIREMENTS

If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at a minimum combined single limits of $1,000,000 per occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the occurrence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at a minimum combined single limits of $1,000,000 per occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of $1,000,000 per claim/ $2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in place of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, the Contractor shall specifically endorse applicable insurance policies as follows:
1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers' compensation, and all liability policies.

4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice before cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. The insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
1. Sets forth all endorsements and insurance coverage according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, the Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before awarding the contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits, and/or insurance coverages, required to perform work, throughout this project/contract.

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Bidder or Person, to put in a sham proposal or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said proposal price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

13.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this proposal for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure

6. Certificate of Interested Parties (Form 1295) **Upon Award of Proposal Only**

13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure:

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: To comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.
To comply with state law, the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

14.0 **DISQUALIFICATION & DEBARMENT CERTIFICATION**

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098** and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of the company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran,

or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award

Pump Repair Services ~~HVAC Repairs Water Treatment Plants~~

Request for Proposals
Utilities Department

15.0 Scope of Work

The City of Laredo is requesting proposals from qualified vendors for awarding an annual supply and service contract for pump repair services for the City of Laredo Water Division. 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 proposal shall be submitted through Cit-E-Bid or by email no later than, June 10, 2022 at 2:00 PM to: Email: ealdape@ci.laredo.tx.us

15.2 Bidders are required to submit their proposals upon the following expressed conditions:
Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

15.3 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.

15.4 Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

16.0 General Requirements

The City of Laredo is requesting bid pricing from qualified vendors for awarding an annual contract for pump repairs to include water plants, wastewater plants, booster stations, and lift stations. The prices quoted are to be fixed prices for the work and shall include all labor and/or material costs, overhead, profit, quality assurance, transportation for pickup/delivery, shop or field tests, as well as any and all inspections required by good industry practice to ensure that the work complies with the terms and conditions of this bid. No additional charges will be allowed without City approval. Upon inspection the contractor is required to notify City of Laredo of any parts that may fail under normal conditions. It is understood that complete rebuilding may not be required for all repairs; however, parts that are damaged during normal disassembly are considered to be pertinent.

17.0 Job Completion

Job completion time for typical repairs under the terms and conditions of this contract are 10 to 30 days from date of job order.

Bidder's business hours: From: 8 a.m. to 5 p.m.

Days of week: 5 (five)

18.0 Service Requirements

18.1 On regular business hours, work shall be performed between 6:00 AM to 6:00 PM, Monday through Friday excluding City holidays. On Saturday, Sunday, & holidays, work shall be performed as per Utilities Department personnel.

18.2 When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase contract materials on the open market and charge the contract vendor the price difference.

18.3 When contractor cannot abide by the terms and conditions in fulfilling the contract, the City of Laredo reserves the right to secure services from other sources.

18.4 Authorization for work will be in the form of a written City of Laredo Purchase Order sent via e-mail.

18.5 An annual contract purchase order will be issued for each City agency authorized to place orders against this annual contract. The contract purchase order will not list individual items or prices. Vendor must have the contract purchase order before providing any service.

18.6 All invoices must be submitted in duplicate and show each purchase order number. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any) and labor rates. All items must show unit prices or otherwise specified. If prices are based on discounts from list, then the list prices, the "plus" in terms of percentage, and net unit prices, extensions and net total prices must be shown.

18.7 Revision of Manufacturer's price list(s): The bid will be based on manufacturer's latest dated price list (s). Said price list(s) must denote the manufacturer, latest effective date and price schedule. It is agreed that any published price list(s) may be superseded or replaced during the contract period only if the manufacturer for industry wide use publishes such list(s).

18.8 All subject price lists should be submitted with this bid and shall become a part hereof. However, if in the opinion of the City Purchasing Agent, it is impractical for bidder to include published price lists as part of this bid and to furnish any price lists and/or written changes as required herein, bidder shall permit the Purchasing Agent or his authorized representatives to inspect the pertinent published price lists and/or written changes in the office of the bidder or at any other location approved by both parties. However, if the City Purchasing Agent approves said price list(s) other than the manufacturer's price list(s), said price list(s) must denote the company name, effective date and price schedule. It is agreed that any price list provided other than the manufacturers may not be superseded or replaced during the contract period.

18.9 All parts and services provided must be equal to or better than the original part and service.

18.10 Bids for parts exceeding the suggested OEM retail price will be rejected.

19.0 General Repair Specifications

The following describes the basic requirements for the pump repairs. The scope of work described in this document includes, but not limited to, inspection services and post repair field testing. To be considered, the Contractor must provide pricing for each service listed.

19.1 City of Laredo will identify equipment by station name, pump model number and serial number. The Contractor shall maintain same pump nomenclature in all invoices and correspondences

20.0 Equipment

Below is the list of the equipment but not limited to various stations.

Item	Pump Type	Brand	GPM	TDH	HP	RPM
#1	Vertical Turbine	Patterson	10417	167	600	1195
#2	Horizontal Split Case Cent.	Patterson	6945	258	600	1180
#3	Horizontal Split Case Cent.	Sulzer	13889	275	1250	1191
#4	Vertical Turbine	Sulzer	14616	36.3	200	1175
#5	Horizontal Split Case	Fairbanks	3000	100	100	1180
#6	Submersible	Sulzer / ABS	11000	80	275	1190
#7	Vertical Turbine	Sulzer	10500	185	600	1200
#8	Vertical Turbine	Smith Pump	10500	200	600	890

Item	Pump Type	Brand	GPM	TDH	HP	RPM
#9	Horizontal Split Case	Peerless	3800	320	400	1770
#10	Submersible	Fairbanks	10500	80	300	720
#11	Vertical Turbine	Peerless	300	300	65	3540
#12	Horizontal Split Case	Aurora	5000	245	400	1750

20.1 Material Allowance: $100,000.00
The materials mark-up required to complete the pump repairs on COL pumps. A 15% mark-up will be used based on supplier invoice. Contractor must submit original invoice as backup to the monthly billing.

21.0 Repair Services

21.1 Repair of centrifugal horizontal split case, submersible, and vertical turbine pumps.

21.2 Specialty shop services consisting of the fabrication and machining of parts. Also, the assemblies, machine work associated with pump repairs, and transportation for pickup/delivery.

21.3 Field support and technical services related to the removal, re-installation, and troubleshooting of the various pump systems.

22.0 Invoice
Contractor invoice for payment for Work performed must follow instructions set down by the City of Laredo. The following instructions are minimal requirements and can be changed on the City of Laredo accounting needs.

22.1 The invoice must contain the following information:

22.1.1 (1) Purchase Order number

22.1.2 (2) Pump Station name, model and serial numbers

22.1.3 (3) Invoice number

22.1.4 (4) Invoice Date

22.1.5 (5) Description of service

22.1.6 (6) Bill of materials

22.1.7 (7) Invoice total

22.1.8 (8) Contractor's name and address

22.1.9 (9) Contractor's contact with phone number and e-mail address.

22.2 All materials or parts shall be of equal or better quality than original.

22.3 The Contractor's facility may be subject to inspection at any time by City of Laredo.

23.0 Warranty
A minimum of twelve (12) month warranty period from the date that City of Laredo accepts equipment shall be provided for all repairs including original equipment manufacturer (OEM) or remanufactured parts. Acceptance occurs after a successful installation and startup. If a failure occurs due to a defect in workmanship and/or materials, the warranty shall re-new at startup so that a full twelve (12) months of warranty is possible. The warranty period shall cover all defects in workmanship and/or materials.

23.1 The Contractor is responsible for all costs to pick up, repair, and deliver any warranty-repaired parts or equipment back to City of Laredo. Service calls during the warranty period shall also be at no charge, unless the problem does not pertain to a defect in workmanship and/or material.

23.2 The Contractor must make arrangements to pick up the warranted equipment with five (5) working days after notification, and return them to the City within fourteen (14) working days after receipt and installation of all parts necessary to perform the repair.

24.0 Shipment

Shipment preparations shall include the following:

24.1 Contractor shall ship the equipment empty (free of lubricants) but shall tag all lubrication points on equipment to indicate that lubricant must be added prior to running equipment.

24.2 Unprotected metal surfaces shall be protected against corrosion. Pump and components shall be secured and supported to prevent damage during shipping.

24.3 All pump openings shall be covered adequately to protect pump during shipment.

24.4 All equipment shall be shipped FOB destination. City of Laredo may refuse to unload or accept equipment damaged in transit.

24.5 Contractor shall be liable for all return shipping costs resulting from damages in transit and is solely responsible for pursuing all damage claims from transport service provider.

24.6 City of Laredo reserves the right to inspect pump at any time during the course of the repair. City of Laredo reserves the right to audit Contractor's project costs at any time during contract duration.

24.7 City of Laredo equipment in Contractor's possession must be properly stored and secured at all times; loading/unloading must be done by Contractor's personnel.

24.8 Overtime hours for labor must be authorized by City of Laredo prior to commencement.

24.9 The Contractor shall be responsible for all repairs requiring machine shop capabilities. If a subcontractor is to be used, the Contractor shall identify this need in the repair estimate to City of Laredo.

25.0 Documentation

25.1 For each repair the Contractor shall provide a price estimate, categorized by parts/components replacement and/or machining/fabrication needs and labor.

25.2 If the existing pump nameplate is illegible, a new nameplate shall be supplied. Nameplates shall be made of corrosion resistant metal and have stamped or engraved lettering.

25.3 If pump, motor, or its components have been modified from their original hydraulic configuration, a new nameplate shall be supplied and a new curve shall be developed to accurately reflect the new hydraulic conditions. Nameplates shall be made of corrosion resistant metal and have stamped or engraved lettering, and shall include the following information:

25.3.1 Equipment.

25.3.2 Model and Serial Numbers.

25.3.3 Manufacturer.

25.3.4 GPM/Head.

25.3.5 HP.

25.3.6 Impeller Diameter.

25.3.7 RPM.

25.3.8 Date.

26.0 Service Specifications

26.1 Replacement components shall be fabricated to the original design unless specified by City of Laredo. Components shall be checked for concentricity and trueness. Modifications to components or materials shall not be proposed that would decrease a pump's performance, thermal or mechanical durability, or negatively impact the pump operation.

26.2 Contractor may be required to fabricate custom parts not readily available from the original manufacturer; however, City of Laredo prefers OEM parts.

26.3 Contractor shall clean associated lubrication systems and cover all exposed piping, cavities or reservoirs with plastic and tape or other alternative effective measures to prevent moisture and contaminants from entering the system during storage and transport.

26.4 During re-assembly, Contractor shall coat fastener threads with a durable anti-corrosion/anti-seize compound unless otherwise specified by City of Laredo.

26.5 Contractor may use high-pressure water to clean surfaces in preparation for inspection. Contractor shall contact City of Laredo prior to using other blast media.

27.0 Pump Tear Down Inspection and Quote

27.1 Contractor shall inspect and measure bearings, oil rings and housings. If pump or motor shaft journals or thrust pads are found to be outside allowable tolerances, Contractor shall notify City of Laredo in a timely manner via telephone or email, so repair decisions can be made.

27.2 When directed by City of Laredo, on Vertical Turbine Pumps, the Contractor shall perform non-destructive (ultrasonic, magnetic-particle, liquid-penetrant, radiographic, or eddy-current) testing on the connection point between the top bowl and the flange attaching it to the pump column.

27.3 Contractor shall provide teardown and inspection reports for pump repairs within 5-10 working days after receipt of equipment. An estimate for repair shall follow within 5 working days after that. (Pricing estimates shall utilize the pricing in Contractor's price sheet for labor and material.) Repairs shall be completed within 10-15 working days after receipt of the Purchase Order, and after the receipt and installation of all parts required to perform the repair.

27.4 Contractor shall provide projected completion and delivery dates with each repair estimate.

28.0 Pump & Motor Repairs

28.1 All repairs shall be made to current pump nameplate conditions and this specification. Alternative quotations for efficiency, other improvements, or for alternative fabrication methods require City of Laredo approval.

28.2 General machine work and or repair shall consist, but is not limited to balancing, welding, straightening, grinding, custom part manufacturing, shaft rebuilding and fabrication, sand blasting of pump/motor, and coating.

28.3 Typical repairs consist of rebuilding or replacing damaged parts like shafts, impellers, wear rings, shaft sleeves, housings, bearings, mechanical seals, packing stuffing boxes, packing, etc.

28.4 After repairs, the pump unit shall be repainted to manufacturer's recommendation and specifications, in a color approved by City of Laredo. If manufacturer recommendations are not available, interior and exterior ferrous and cast iron parts shall be coated using an NSF 60 certified Fusion Bonded Epoxy coating, 3M Scotchkote, TNEMEC Series 140 PotaPox potable water epoxy, or similar product approved by City of Laredo.

28.5 Pump balancing, assembly, and application of coating for impeller shall be completed in accordance with manufacturer recommendations or City of Laredo specifications when manufacturer recommendations are not available.

28.6 Mechanical seals and stuffing boxes shall be repaired or fabricated to the original design with same type material and to original clearances unless otherwise specified by City of Laredo.

28.7 Contractor shall replace all miscellaneous rusted hardware such as nuts, bolts and washers or other fasteners with like materials, compatible with equipment service conditions. If upgrades to fastener materials are warranted, the Contractor shall determine the strength requirements of the fasteners, and verify that the new material is sufficiently strong with an adequate safety factor. Contractor shall remove all broken bolts and chase the threads in the components.

28.8 Contractor shall repair bearings, and bearing housing to original concentric fits and dimensions. If bearing housing recasting is required, Contractor shall notify City of Laredo in a timely manner. The Contractor shall also mark the bearing recommended lubrication level on the pump housing.

28.9 Contactor shall replace oil rings and seals with same type unless alternate design is approved by City of Laredo.

28.10 For babbitt bearings, the Proposer shall verify proper bonding of babbitt to the backing material using ultrasonic thickness (UT) or other acceptable industry standard test. Babbitt bearings shall be repaired or replaced with same type material. Babbitt bearing repair using over spray or pooling will not be accepted.

28.11 Dynamic Balancing:

28.11.1 Unless other balancing criteria is specified by City of Laredo, the impellers and rotating elements shall be dynamically balanced to an *ANSI S-2.19 / ISO 1940-1986* Balance Quality Grade G2.5 or better.

28.11.2 Balance reports shall include the initial data entered to determine tolerances for initial balance point, as well as the final "as assembled" tolerance.

28.11.3 If adding weight is approved by City of Laredo as a method for balancing rotating elements, balanced weight shall be placed out of the flow stream and tapered to minimize potential for damage or cavitation.

28.12 The scope of work shall include the rebuilding, repairing, and overhauling of vertical submersible pumps with respective motor, horizontal split case, vertical overhung bearing, and vertical turbine pumps.

28.13 Repairs shall include, but are not limited to: problem diagnosis, disassembling, replacing wear ring clearance, sleeves, bearings, seals, gaskets, O-rings, varnish, perform pressure impregnation (VPI), rewind stator, reassembly, check tolerance, blast, re-paint, re-oil, and test.

29.0 Field & Technical Support Services

29.1 Contractor must be able to provide field and technical support. Support personnel should:

29.1.1 Should be qualified and knowledgeable to witness in-service performance and/or acceptance testing.

29.1.2 Should be qualified and knowledgeable to support troubleshooting, resolve warranty issues, and respond to requests for technical information.

29.1.3 Be qualified to assist in pump installation and operation.

30.0 Award of Contract

The contract will be **awarded to multiple bidders and based on (Best Value)** and in accordance with the provisions of Chapters 252 and 271 of the Texas Local Government Code. **Three vendors will be awarded this contract.** Definition of the lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability are deemed acceptable, and who has offered the most advantageous pricing or cost-benefit, based on the criteria stipulated in the bid documents."

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.

31.0 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.

31.1 This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department

31.2 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.

32.0 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

33.0 Evaluation Criteria

The City will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below.

The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected respondent is subject to the action of the City of Laredo City Council.

33.1 Negotiations may be conducted with responsible Proposer who submits a proposal determined to be reasonably susceptible of being selected for award. All Proposers will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of bids. Revisions to bids may be permitted after submission and before award for the purpose of obtaining best and final offers.

In determining the ***best value*** for the City of Laredo the following factors shall be considered in accordance with the corresponding weights, in evaluating the proposals. The following factors shall be considered in accordance with the corresponding weights, in evaluating the proposals:

Sections	Criteria	Max Points
I	Contractor's Profile & Qualifications, Experience & Location (35.0)	30
II	Pricing & Discount (36.0)	50
III	The bidder's past relationship with the City of Laredo (37.0)	20
	Total	100

Rating of Definitions for 10 point Method

%	Rating	Definition
0	Unsatisfactory	Does not satisfy criteria in specifications.
10	Very Poor to Unsatisfactory	
20	Very Poor	Meets elements of some criteria minimally.
30	Poor to Very Poor	
40	Poor	Meets some criteria at minimum acceptable level.
50	Average to Poor	
60	Average	Adequately meets most criteria.
70	Good to Average	
80	Good	Exceeds minimum criteria.
90	Very Good	Provides benefits to the entity in addition to all required criteria.
100	Excellent	Exceeds all required criteria and provides additional benefits in most areas.

Evaluation Form (Example)

Sections	Criteria	Max Points	Weighted %	Points x Weight
I	Contractor's Profile & Qualifications, Experience & Location (35.0)	30	70%	21.00
II	Pricing & Discount (36.0)	50	80%	40.00
III	The bidder's past relationship with the City of Laredo (37.0)	20	90%	18.00
			Total Score	**79.00**

34.0 Required Submittals

The City of Laredo will be utilizing best value evaluation criteria to select the contract vendor (s). **You are** asked to respond to the following questions and provide concise responses to these questions. Do include boilerplate marketing brochures or informational documents with your responses. **Documentation can be uploaded on to Cit-E-Bid.**

35.0 **Section I: Contractor's Profile & Qualifications, Experience & Location (30 Points)**
It is City of Laredo's desire to establish a strong, lasting relationship with its vendors. In order to demonstrate your ability to be a strategic partner, provide responses to the following information requests and questions that address your company's operations, organization, and equipment.

35.1 How will you meet required turnaround time for service repair? Please provide location of your company and how it will help in servicing this contract. (Location & Service)
We will coordinate with Utilities Department so that spare parts are in stock. We are located in the City of Laredo and expect to mobilize with in resonable time.

35.2 Describe how your company is qualified to service this contract?
We have over 30 years in the pump business and have multiple pump repairs.

35.3 Business hours are from 8 A.M. to 5 P.M. 5 days per week.

35.4 Bidders are encouraged to answer and/or to attach any information that may assist in verifying their ability to perform this contract. Do not make an assumption that the city will be familiar with your work.

1. Number of people employed: 2
2. Average years of experience of current employees: 30 years
3. Total number of certified technicians: 2
4. Providers will be required to submit itemized invoices detailing the cost per part, the number of labor hours and hourly rates per service. Will you be able to provide itemized invoices for reimbursement? Yes X No ____
5. What software or labor rate manual do you use to determine industry standard hours to make repairs?
We utilize operation and manuals provided by Pump manufacture to determine industry standard hours to make repairs

35.6 Warranty
Please include days, months, or year of your warranty for repairs.
Varies from 6 months to 1 year Warranty

36.0 **Section II: Price Schedule (50 Points)**
An evaluation of the pricing to the City of Laredo – Total Weighted Evaluation Score 50 Points (All Sections will be combined for one grand total)

36.1 Tab A: Vertical Turbine (Patterson).
Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	$ 125.00	
Field Labor Rate	$ 125.00	
Diagnostic Shop Labor Rate	$ 125.00	
Diagnostic Field Labor Rate	$ 125.00	

Contract pricing is requested on pump and parts.
The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	0 %
Product identification (Mfr.)	N/A
Type price schedule (dealer, jobber, etc.)	N/A
Price schedule column on which discount is based (i.e. distributor, net, wholesale	N/A

Repairs will be completed within 30 working days after receipt of order.

36.2 Tab B: Horizontal Split Case (Patterson).
Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	$ 125.00	
Field Labor Rate	$ 125.00	
Diagnostic Shop Labor Rate	$ 125.00	
Diagnostic Field Labor Rate	$ 125.00	

Contract pricing is requested on pump and parts.
The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	0 %
Product identification (Mfr.)	N/A
Type price schedule (dealer, jobber, etc.)	N/A
Price schedule column on which discount is based (i.e. distributor, net, wholesale	N/A

Repairs will be completed within 30 working days after receipt of order.

36.3 Tab C: Horizontal Split Case (Sulzer).
Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	$ 125.00	
Field Labor Rate	$ 125.00	
Diagnostic Shop Labor Rate	$ 125.00	
Diagnostic Field Labor Rate	$ 125.00	

Contract pricing is requested on pump and parts.
The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	0 %
Product identification (Mfr.)	N/A
Type price schedule (dealer, jobber, etc.)	N/A
Price schedule column on which discount is based (i.e. distributor, net, wholesale	N/A

Repairs will be completed within 30 working days after receipt of order.

36.4 Tab D: Vertical Turbine (Sulzer).
Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	$ 125.00	
Field Labor Rate	$ 125.00	
Diagnostic Shop Labor Rate	$ 125.00	
Diagnostic Field Labor Rate	$ 125.00	

Contract pricing is requested on pump and parts.
The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	0 %
Product identification (Mfr.)	N/A
Type price schedule (dealer, jobber, etc.)	N/A
Price schedule column on which discount is based (i.e. distributor, net, wholesale	N/A

Repairs will be completed within 30 working days after receipt of order.

36.5 Tab E: Horizontal Split Case (Fairbanks).
Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	$ 125.00	
Field Labor Rate	$ 125.00	
Diagnostic Shop Labor Rate	$ 125.00	
Diagnostic Field Labor Rate	$ 125.00	

Contract pricing is requested on pump and parts.
The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	0 %
Product identification (Mfr.)	N/A
Type price schedule (dealer, jobber, etc.)	N/A
Price schedule column on which discount is based (i.e. distributor, net, wholesale	N/A

Repairs will be completed within 30 **working days after receipt of order.**

36.6 Tab F: Submersible (Sulzer/ABS).
Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	$ 125.00	
Field Labor Rate	$ 125.00	
Diagnostic Shop Labor Rate	$ 125.00	
Diagnostic Field Labor Rate	$ 125.00	

Contract pricing is requested on pump and parts.
The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	0 %
Product identification (Mfr.)	N/A
Type price schedule (dealer, jobber, etc.)	N/A
Price schedule column on which discount is based (i.e. distributor, net, wholesale	N/A

Repairs will be completed within 30 working days after receipt of order.

36.7 Tab G: Vertical Turbine (Sulzer).
Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	$ 125.00	
Field Labor Rate	$ 125.00	
Diagnostic Shop Labor Rate	$ 125.00	
Diagnostic Field Labor Rate	$ 125.00	

Contract pricing is requested on pump and parts.
The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	0 %
Product identification (Mfr.)	N/A
Type price schedule (dealer, jobber, etc.)	N/A
Price schedule column on which discount is based (i.e. distributor, net, wholesale	N/A

Repairs will be completed within 30 working days after receipt of order.

36.8 Tab H: Vertical Turbine (Smith Pump).
Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	$ 125.00	
Field Labor Rate	$ 125.00	
Diagnostic Shop Labor Rate	$ 125.00	
Diagnostic Field Labor Rate	$ 125.00	

Contract pricing is requested on pump and parts.
The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	0 %
Product identification (Mfr.)	N/A
Type price schedule (dealer, jobber, etc.)	N/A
Price schedule column on which discount is based (i.e. distributor, net, wholesale	N/A

Repairs will be completed within 30 working days after receipt of order.

36.9 Tab I: Horizontal Split Case (Peerless).
Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	$ 125.00	
Field Labor Rate	$ 125.00	
Diagnostic Shop Labor Rate	$ 125.00	
Diagnostic Field Labor Rate	$ 125.00	

Contract pricing is requested on pump and parts.
The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	0 %
Product identification (Mfr.)	N/A
Type price schedule (dealer, jobber, etc.)	N/A
Price schedule column on which discount is based (i.e. distributor, net, wholesale	N/A

Repairs will be completed within 30 working days after receipt of order.

36.10 Tab J: Submersible (Fairbanks).
Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	$ 125.00	
Field Labor Rate	$ 125.00	
Diagnostic Shop Labor Rate	$ 125.00	
Diagnostic Field Labor Rate	$ 125.00	

Contract pricing is requested on pump and parts.
The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	0 %
Product identification (Mfr.)	N/A
Type price schedule (dealer, jobber, etc.)	N/A
Price schedule column on which discount is based (i.e. distributor, net, wholesale	N/A

Repairs will be completed within 30 working days after receipt of order.

Business hours are from 8 A.M. to 5 P.M. 5 days per week.

36.11 Tab K: Vertical Turbine (Peerless).
Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	$ 125.00	
Field Labor Rate	$ 125.00	
Diagnostic Shop Labor Rate	$ 125.00	
Diagnostic Field Labor Rate	$ 125.00	

Contract pricing is requested on pump and parts.
The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	0 %
Product identification (Mfr.)	N/A
Type price schedule (dealer, jobber, etc.)	N/A
Price schedule column on which discount is based (i.e. distributor, net, wholesale	N/A

Repairs will be completed within 30 working days after receipt of order.

36.12 Tab L: Horizontal Split Case (Aurora).
Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	$ 125.00	
Field Labor Rate	$ 125.00	
Diagnostic Shop Labor Rate	$ 125.00	
Diagnostic Field Labor Rate	$ 125.00	

Contract pricing is requested on pump and parts.
The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	0 %
Product identification (Mfr.)	N/A
Type price schedule (dealer, jobber, etc.)	N/A
Price schedule column on which discount is based (i.e. distributor, net, wholesale	N/A

Repairs will be completed within 30 working days after receipt of order.

37.0 **Section III: The bidder's past relationship with the City of Laredo (20 Points)**
The successful Contractor shall have machine shop capabilities to repair pump parts in house and have a minimum of five (5) years experience in the repairing of pumps as mentioned on proposal.

Job Repair Pump Projects	Contact (Name & Phone#)
1) City of Donna	Jonas Gonzalez (956) 464-7861
2) City of Pharr	Ruben Rosales (956) 310-9821
3) City of Weslaco	Marcelo Cosme (956) 511-7481

38.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:
Company Information Questionnaire
Conflict of Interest Questionnaire
Non-Collusive Affidavit
Discretionary Contract Disclosure
Certificate of Interested Parties (Form 1295)

39.0 Bidder Information Questionnaire

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) A-Squared Water Treatment, LLC

Signature of person authorized to sign bid _____ Date _____

Print Name of person authorized to sign bid Jesse Aguirre

Title: Owner

Business Address: 6108 McPherson Rd. Ste. 10

City, State, Zip Code: Laredo, TX 78041

Telephone Number: (956) 566-5032 Fax Number: _____

Contact Person Email Address: aguirreman911@gmail.com

Federal Tax ID Number: _____

Bidders Principal/Corporate Place of Business Address: Same as above

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: LLC

If other state business status: _____

State how long under its present business name: June, 2022

If applicable, list all other names under which the Business identified above operated in the last five years.

_____

_____

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? (Yes) / No

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No.

Is any litigation pending against the Business? Yes / No.

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No.
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No.

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No.

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No.

State if company is a certified minority business enterprise:
Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify _____

This company is not a certified minority business: ☑

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

40.0 Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040,** a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is *a* Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731

☑ I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Jesse Aguirre — Name
Signature
6-23-2022 — Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

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 Jesse Aguirre
(a Partner of officer of the firm of, etc.)

The party making the foregoing SOQ or bid, that such SOQ or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said SOQ or bid are true.

Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 22nd day of June 2022.

Notary Public

My commission expires:

7-7-2024

STANA GABOURY
NOTARY PUBLIC
STATE OF TEXAS
ID# 10549419
EXPIRES 7-7-2024

42.0 **Discretionary Contracts Disclosure**

City of Laredo
Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 if the City's Ethics Code.
***This is a ___New Submission or ___Correction or ___Update to previous submission.**

***1. Name of person submitting this disclosure form.**

First	M.I.	Last	Suffix
Jesse		Aguirre	

***2. Contract Information.**

a) Contract or Project name(s): Pump Repairs Services - Utilities Department FY22-061

b) Originating Department(s): Utilities Department

***3 Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).**

Name (Print)	Signature	Name (Print)	Signature
Jesse Aguirre			

***4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.**

☑ Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

☐ Name of partner, parent, or subsidiary business entity(ies): _____

***5. List any individuals or entities that will be subcontractors on this contract.**

☑ Not applicable. No subcontractors will be retained for this contract.

☐ Subcontractors may be retained, but have not been selected at the time of this submission.

☐ List of subcontractors: _____

***6. List any attorneys, lobbyists or consultants that have been retained to assist in seeking this contract.**

☑ Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

☐ List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract: _____

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

a) Any individual seeking contract with the city (Question 3)
b) Any owner or officer of entity seeking contract with the city (Question 3)
c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
d) Any subcontractor or owner/office of subcontracting entity retained for the contract (Question 5)
e) The spouse of any individual listed in response to (a) through (d) above
f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☑ Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these individuals.

☐ List of contributors: _____

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials? NO

☑ I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflict(s) of interest: _____

_____

_____

***Acknowledgements**

☑ **Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☑ **No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

☑ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

☑ I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Jesse Aguirre		Owner
Name (Print)	Signature	Title
A-Squared Water Treatment, LLC		6-23-2022
Company or DBA		Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:

City of Laredo
P.O. Box 579
Laredo, TX 78042-0579

43.0 Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, **https://www.ethics.state.tx.us/tec/1295-Info.htm.**

Implementation of House Bill 1295

43.1 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.

43.2 Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:
46.1. Application
46.3. Definitions
46.5. Disclosure of Interested Parties Form

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** ☑

6 **AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

**********Form does not need to be notarized*********

44.0 Vendors Instructions:

Hand delivered proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on June 23, 2022; and all bids received will be opened and publicly acknowledged at 10:00 AM at the Office of the City Secretary on June 24, 2022.**

Hand delivered Proposals are to be submitted in a sealed envelope clearly marked:

Proposal: Pump Repair Services – Utilities Department
FY22-067

Proposals can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

or

Hand Delivered:

City of Laredo - City Secretary
C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____

Signature of vendor doing business with the governmental entity Date

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
A-Squared Water Treatment, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
6108 McPherson Rd Ste 10

Requester's name and address (optional)

6 City, state, and ZIP code
Laredo TX 78041

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

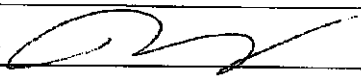
8	8	–	2	8	2	0	6	1	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶  **Date** ▶ 6-22-2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

City Council-Regular

Meeting Date: 07/18/2022

Initiated By: Riazul Mia, Assistant City Manager

Staff Source: Arturo Garcia Jr., P.E., Utilities Department Director, Miguel A. Pescador, Purchasing Agent

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SUBJECT

Consideration to renew contract FY20-063 with Core & Main, from San Antonio, Texas not to exceed $1,236,335.09 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 and is contingent upon the availability of appropriated funds. Due to an increase in raw materials, wages, and freight, there will be a price increase of 26% during this extension period. A reduced cost adjustment shall be made if the markets improve (consumer cost index adjustment) by the vendor. The contract may be extended for one (1) additional one (1) year period, each upon mutual agreement of the parties. Funding is available in the Waterworks Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved ratification increase of $24,464.70 on 2/7/22.
Approved a one-year contract 7/26/22.

BACKGROUND

This contract establishes pricing for the purchase 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. Due to an increase in raw materials, wages, and freight, there will be a price increase of 26% during this extension period. A reduced cost adjustment shall be made if the markets improve (consumer cost index adjustment) by the vendor. 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. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

Current Contract Pricing:

Section	Description
I	AMR (900i V5)
II	AMR (900i V5) Kit
III	AMR (900i V5) Components
IV	AMI (450i) Kit
	AMI (450i) Components
V	AMI (450i) UME
VI	AMI Trade-in Allowance
VII	AMR Trade-in Allowance

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 renewed.

Fiscal Impact

Fiscal Year: 2022

Bugeted 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

Contract FY20-063

							Core and Main		Aguaworks Pipe & Supply	
							Total Price	$1,211,870.39	Total Price	$1,325,548.07
Line #	Description	Mfgr	Mfgno	QTY	UOM	Estimated	Unit	Extended	Unit	Extended
1	Section I: AMR (900i V5) Meter Price Schedul			1	PKG		**$1,175,137.59**	$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		**$173.18**		$185.00	
1.2	3/4 SL (Pit PD) Meter Size			5325	AMR Complete Meter Unit Price		**$198.79**		$218.07	
1.3	3/4LL (Pit PD) Meter Size			1	AMR Complete Meter Unit Price		**$198.79**		$230.75	
1.4	1 (Pit PD) Meter Size			182	AMR Complete Meter Unit Price		**$246.35**		$346.50	
1.5	1 1/2 (Pit PD) Meter Size			1	AMR Complete Meter Unit Price		**$428.05**		$717.75	
1.6	2 (Turbine) Meter Size			20	AMR Complete Meter Unit Price		**$737.81**		$825.00	
1.7	5/8" x 3/4" (Ultrasonic) Meter Size			1	AMR Complete Meter Unit Price		$274.40		**$185.00**	
1.8	3/4" SL(Ultrasonic) Meter Size			1	AMR Complete Meter Unit Price		$285.72		**$218.07**	
1.9	3/4" LL(Ultrasonic) Meter Size			1	AMR Complete Meter Unit Price		$285.72		**$230.75**	
1.10	1"(Ultrasonic) Meter Size			1	AMR Complete Meter Unit Price		**$302.20**		$346.50	
1.11	1 1/2"(Ultrasonic) Meter Size			114	AMR Complete Meter Unit Price		**$477.59**		$717.75	
1.12	2"(Ultrasonic) Meter Size			1	AMR Complete Meter Unit Price		**$595.62**		$825.00	
2	Section II: AMR (900i V5) Kit Price Schedule p			1	PKG		**$863.46**	$863.46		
2.1	5/8 x 3/4 (Pit PD) Meter Size			1	AMR KIT (Reg/Endpoint/Antenna) Un		**$143.91**			
2.2	3/4 SL (Pit PD) Meter Size			1	AMR KIT (Reg/Endpoint/Antenna) Un		**$143.91**			
2.3	3/4LL (Pit PD) Meter Size			1	AMR KIT (Reg/Endpoint/Antenna) Un		**$143.91**			
2.4	1 (Pit PD) Meter Size			1	AMR KIT (Reg/Endpoint/Antenna) Un		**$143.91**			
2.5	1 1/2 (Pit PD) Meter Size			1	AMR KIT (Reg/Endpoint/Antenna) Un		**$143.91**			
2.6	2 (Turbine) Meter Size			1	AMR KIT (Reg/Endpoint/Antenna) Un		**$143.91**			
3	Section III: AMR (900i V5) Associated Individu			1	PKG		**$25,333.85**	$25,333.85		
3.1	Transmitter (AMR) Component/Spare			152	Component/Spare Unit Price		**$121.96**			
3.2	6 Foot Antenna (AMR) Component/Spare			1	Component/Spare Unit Price		**$24.40**			
3.3	20 Foot Antenna (AMR) Component/Spare			1	Component/Spare Unit Price		**$30.49**			
3.4	Meter Pins (N/A) Component/Spare			36000	Component/Spare Unit Price		**$0.17**			
3.5	Magnets (AMR) Component/Spare			56	Component/Spare Unit Price		**$11.09**			
4	Section IV: AMI (450i) Kit Price Schedule per			1	PKG		**$2,458.56**	$2,458.56		
4.1	5/8 x 3/4 (Pit PD) Meter Size			1	AMI KIT (Reg/Endpoint/Antenna) Uni		**$153.66**			
4.2	3/4 SL (Pit PD) Meter Size			1	AMI KIT (Reg/Endpoint/Antenna) Uni		**$153.66**			
4.3	3/4LL (Pit PD) Meter Size			1	AMI KIT (Reg/Endpoint/Antenna) Uni		**$153.66**			
4.4	1 (Pit PD) Meter Size			1	AMI KIT (Reg/Endpoint/Antenna) Uni		**$153.66**			
4.5	1 1/2 (Pit PD) Meter Size			1	AMI KIT (Reg/Endpoint/Antenna) Uni		**$153.66**			
4.6	2 (Turbine) Meter Size			1	AMI KIT (Reg/Endpoint/Antenna) Uni		**$153.66**			
4.7	2" (Compound) Meter Size			1	AMI KIT (Reg/Endpoint/Antenna) Uni		**$307.32**			
4.8	3" (Compound) Meter Size			1	AMI KIT (Reg/Endpoint/Antenna) Uni		**$307.32**			
4.9	4" (Compound) Meter Size			1	AMI KIT (Reg/Endpoint/Antenna) Uni		**$307.32**			
4.10	6" (Compound) Meter Size			1	AMI KIT (Reg/Endpoint/Antenna) Uni		**$307.32**			
4.11	8" (Compound) Meter Size			1	AMI KIT (Reg/Endpoint/Antenna) Uni		**$307.32**			
5	Section V: AMI (450i) UME Price Schedule pe			1	PKG		**$8,076.93**	$8,076.93		
5.1	2 (Turbine) Meter Size			1	AMI/UME Unit Price		**$842.69**			
5.2	2" (Compound) Meter Size			1	AMI/UME Unit Price		**$914.64**			
5.3	3" (Compound) Meter Size			1	AMI/UME Unit Price		**$997.63**			
5.4	4" (Compound) Meter Size			1	AMI/UME Unit Price		**$1,354.88**			
5.5	6" (Compound) Meter Size			1	AMI/UME Unit Price		**$1,918.30**			
5.6	8" (Compound) Meter Size			1	AMI/UME Unit Price		**$2,048.79**			
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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City of Laredo
Purchasing Division
Renewal Notice

June 17, 2022

Mr. Thomas Maxey
Core & Main, LP
7620 Grissom Road
San Antonio, Texas 78251

Re: AMR/AMI Water Meters
Contract FY20-063
Extension II

Dear Mr. Maxey,

This is to inform you that the contract FY20-063 which was approved by City Council on July 27, 2020 is up for renewal. This is the second of three extension periods. Please advise if you wish to renew this contract. Signed renewal can be emailed to: ealdape@ci.laredo.tx.us

Contract Pricing:

AMR 900i
AMR 900i Kit
AMR 900i V5 Components
AMI 450i Kit
AMI 450i UME
AMI Trade-in Allowance
AMR Trade-in Allowance

If there are any questions regarding this renewal, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Core & Main, LP

Request a contract extension: X Not request a contract extension: _____

Authorized Signature: Brandon T. Smith

Print Name: Brandon Smith

Date: 07/01/22

NEPTUNE
TECHNOLOGY GROUP

Dear Valued Neptune Customer:

Thank you for your continued trust and faith in Neptune solutions. As always, we are committed to providing you with the best products and solutions in the water industry.

Since mid-2020 Neptune, like all businesses, has seen ever increasing costs for the key materials and inputs required to manufacture best in class water solutions. These increases have affected the costs of providing service to our customers. As such, this is a notice that we have increased our pricing.

As with our last price increase, we are including with this letter an updated Frequently Asked Questions (FAQs) document that will explain how our business has been affected by inflationary pressures. If you have any questions not addressed in the FAQs, please feel free to contact your Neptune sales representative.

This was a difficult, but necessary decision to make; and we understand how it impacts our customers. Therefore, we would like to express our appreciation for your ongoing support, and we are confident these changes will help us to continue providing you with the quality products and services that help you, our valued customers, #WinYourDay.

Regards,

Hunter Brown
Territory Manager - S Texas & Louisiana

NEPTUNE
TECHNOLOGY GROUP

1600 Alabama
Highway 229
Tallassee, AL 36078

800-633-8754
neptunetg.com

NEPTUNE
TECHNOLOGY GROUP

Neptune Price Increase Frequently Asked Questions (FAQs)

Your price increase letter references "rising costs in raw materials, shipping, and operating costs" can you explain to what extent you are affected?

As reported by the Bureau of Labor Statistics, the average annual inflation rate for the United States has risen to 8.3%. This number is an aggregate of all economic activity in the United States. [Note: inflation has risen 3.8% since our last price increase notification in October of 2021.]

In Neptune's sector, we are primarily driven by the following economic areas: raw materials, wages, and freight. Let's drill down into examples from each of these areas (as found at US Bureau of Labor Statistics and Cass Information Systems):

- Raw materials – PPI Index for Metal Products Copper Base Castings - USBLS
  - **Inflation April 2020 – April 2022 is 71.6%**
  - Copper inflation since our last price increase communication (October 2021 – March 2022) is 8%
- Raw materials – PPI for Electronic Component Manufacturing – USBLS
  - **Inflation April 2020 - April 2022 is 11.8%**
  - New data reference – not in last price communication.
- Wages – Employment Cost Index - Wages and salaries for private industry workers in all industries and occupations - USBLS
  - **Inflation March 2022 versus March 2020 was 8%**
  - Wage inflation since our last price increase communication (October 2021 – March 2022) was 1.4%
- Freight – Cass Freight Index - Cass Information Systems
  - **Inflation April 2020 – April 2022 is 49.3%**
  - Freight inflation since our last price increase communication (October 2021 – March 2022) was 11%

As you can see, our business environment has been significantly affected by inflationary pressure. The aggregate increase in the example areas we have provided above is 32.2% since our last increase communication. This pressure is much higher than the 8.3% reported as the aggregate inflation rate.

Why is this price increase happening now?

1600 Alabama
Highway 229
Tallassee, AL 36078

800-633-8754
neptunetg.com

NEPTUNE
TECHNOLOGY GROUP

In the time since our last price increase Neptune has absorbed the further pricing pressure that we documented above. We absorbed that pricing pressure so we would not impact your vital business. However, we have reached a point where we are required to raise pricing so that we can maintain the same levels of quality and service that you, as our valued partner, appreciate.

Should I expect further price increases from Neptune?

Economists generally agree that we will continue to see higher than average inflationary pressure throughout 2022 and into 2023. Our current price increase anticipates short-term inflationary pressure, and we will re-evaluate pricing levels as it becomes necessary.

1600 Alabama
Highway 229
Tallassee, AL 36078

800-633-8754
neptunetg.com

City Council- Regular
Meeting Date: 02/07/2022
Initiated By: Riazul Mia, Assistant City Manager
Staff Source: Arturo Garcia, Jr., P.E., Utilities Director

SUBJECT

Authorizing the Interim City Manager to ratify blanket purchase order No. 333750 in the amount of $24,464.70 to Core & Main, LP, San Antonio, Texas for the purchase of meters, meter kits (register/endpoint/antenna), associated individual components, and unitized measuring elements. The revised total contract is $1,236,335.09. Funding is available in the Utilities Billing Division of the Waterworks Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

Contract FY20-063 was approved by Council on 07/27/20 in the amount of $1,211,870.39. Blanket purchase order #333750 was issued for this contract.

BACKGROUND

Meters and meter components are needed to provide new services and replace broken meters and components in order to bill customers correctly.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

To approve this motion.

Fiscal Impact	
Fiscal Year:	2022
Bugeted Y/N?:	Y
Source of Funds:	Waterworks
Account #:	557-4115-532.30-16
Change Order: Exceeds 25% Y/N:	No

FINANCIAL IMPACT:

Funding is available in the current fiscal year Billing Division operations meter account #557-4115-532.3016.

City of Laredo
Purchasing Division
LETTER OF AWARD

July 27, 2021

Mr. Thomas Maxey
Core & Main, LP
7620 Grissom Road
San Antonio, Texas 78251

Re: AMR/AMI Water Meters
Contract FY20-063
Extension I

Dear Mr. Maxey,

This is to inform you that the contract renewal for FY20-063 was approved by City Council on July 26, 2021. The term of this contract shall be for a period of one year. This is the first of three extension periods.

Contract Pricing:

AMR 900i
AMR 900i Kit
AMR 900i V5 Components
AMI 450i Kit
AMI (450i) Components
AMI 450i UME
AMI Trade-in Allowance
AMR Trade-in Allowance

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

Utilities 73.

City Council-Regular
Meeting Date: 07/26/2021
Initiated By: Riazul Mia, Assistant City Manager
Staff Source: Arturo Garcia Jr., P.E., Utilities Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Dynamic and Sustainable

Consideration to renew and amend contract FY20-063 with 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. The amendment is to include AMI (450i) Components to this contract. There will be no increase to the annual contract amount. 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 and is contingent upon the availability of appropriated funds. There was no price increase during the last extension period. The contract may be extended for two (2) additional one (1) year periods, each upon mutual agreement of the parties. Funding is available in the Utilities Department Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one year contract 7/27/20.

BACKGROUND

This contract establishes pricing 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. The amendment is to include AMI (450i) Components to this contract. There will be no increase to the annual dollar amount. 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. There was no price increase during the last extension period. This is the first of three extension periods.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. 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 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.

Current Contract Pricing:

		Core & Main	Comments
Section	**Description**	**Section Totals**	

I	AMR (900i V5)	$ 1,175,137.59	
II	AMR (900i V5) Kit	$ 863.46	
III	AMR (900i V5) Components	$ 25,333.85	
IV	AMI (450i) Kit	$ 2,458.56	
	AMI (450i) Components		Amend To include (450i) Components
V	AMI (450i) UME	$ 8,076.93	
VI	AMI Trade-in Allowance	$ 0.00	
VII	AMR Trade-in Allowance	$ 0.00	
	Estimated Yearly Total	**$ 1,211,870.39**	

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 renewed.

Fiscal Impact

Fiscal Year:	2021
Bugeted 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

City of Laredo
Purchasing Division
Renewal Notice

June 17, 2021

Mr. Thomas Maxey
Core & Main, LP
7620 Grissom Road
San Antonio, Texas 78251

Re: AMR/AMI Water Meters
Contract FY20-063
Extension I

Dear Mr. Maxey,

This is to inform you that the contract FY20-063 which was approved by City Council on July 27, 2020 is up for renewal. This is the first of three extension periods. Please advise if you wish to renew this contract. Signed renewal can be emailed to: caldape@ci.laredo.tx.us

Contract Pricing:

AMR 900i
AMR 900i Kit
AMR 900i V5 Components
AMI 450i Kit
AMI 450i UME
AMI Trade-in Allowance
AMR Trade-in Allowance

If there are any questions regarding this renewal, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

******* Extension pending price increase ********

Xc: Purchasing File

Core & Main, LP

Request a contract extension: X Not request a contract extension: _____

Authorized Signature: Brandon T. Smith

Print Name: Brandon Smith

Date: 06/28/21

City of Laredo
Purchasing Division
LETTER OF AWARD

July 28, 2020

Mr. Thomas Maxey
Core & Main, LP
7620 Grissom Road
San Antonio, Texas 78251

Re: AMR/AMI Water Meters
Contract FY20-063
Approved by Council 7/27/2020

Dear Mr. Maxey,

This is to inform you that the contract FY20-063 was approved by City Council on July 27, 2020. The term of this contract shall be for a period of one year. This contract has three extension periods.

Contract Pricing:

AMR 900i
AMR 900i Kit
AMR 900i V5 Components
AMI 450i Kit
AMI 450i UME
AMI Trade-in Allowance
AMR Trade-in Allowance

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: 07/27/2020
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

Bugeted Y/N?: Yes

Source of Funds:

Account #: 557-4115-532-3016

Change Order: Exceeds 25% Y/N:

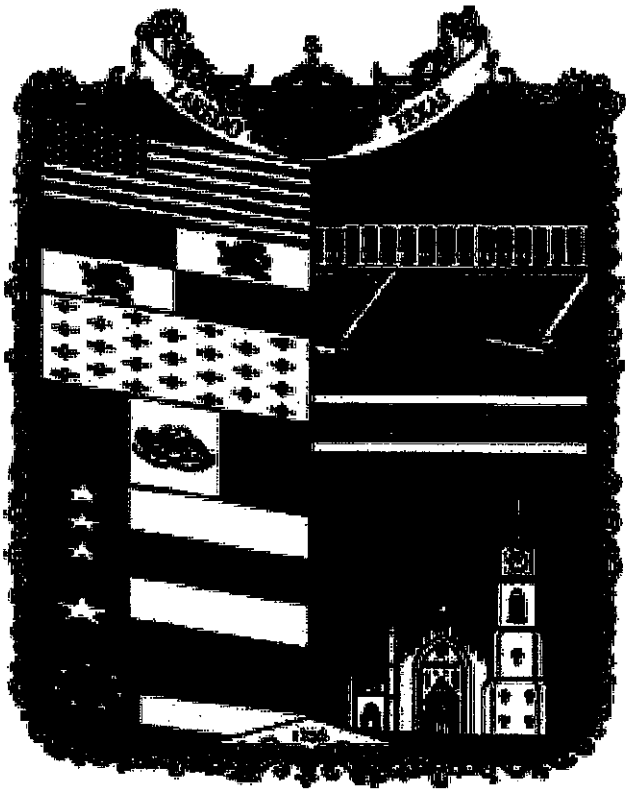
FINANCIAL IMPACT:

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



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

brandon.smith3@coreandmain.com
Email

Submitted at 6/11/2020 12:12:08 PM

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 bsuiness 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

20 **Question #6**

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting?

No

21 **Question #7**

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract?

No

22 **Question #8**

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default?

No

23 **Question #9**

Is the Business in arrears in any contract or debt?

No

24 **Question #10**

Has the Business been a defaulter, as a principal, surety, or otherwise?

No

25 **Question #11**

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason?

No

26 **State if the Company is a certified minority business enterprise**

The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

27 **Historically Underutilized Business (HUB)**

No

28 **Small Disadvantaged Business Enterprise (SDBC)**

No

29 **Disadvantaged Business Enterprise (DBE)**

No

30 **Other: Please specify**

Limited Partner

31 **This company is not a certified minority business**

This company is not a certified minority business

32 **Contact Person Email Address**

Brandon.Smith3@coreandmain.com

33 **Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include:

1. Mayor
2. Council Members
3. City Manager
4. Members of the Fire Fighters and Police Officers Civil Service Commission.
5. Members of the Planning and Zoning Commission.
6. Members of the Board of Adjustments
7. Members of the Building Standards Board
8. Parks & Leisure Advisory Committee Member,
9. Historic District Land Board Member,
10. Ethics Commission Board Member,
11. The Board of Commissioners of the Laredo Housing Authority
12. The Executive Director of the Laredo Housing Authority
13. Any other City of Laredo decision making board member

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

34 **Conflict of Interest Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity.

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg , Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

35 **Question 1. I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS**

If you attest there is no conflict of interest, please skip sections 2-8.

I attest there is no coflict of interest

36 **Question 2. Name of person who has a business relationship with local governmental entity**

No response

37 **Question 3. Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

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)

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, paretn, 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 entitites 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 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 policitcal contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

No response

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.

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 Loren Miller District Manager Core & Main LP 06/11/2020
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. I swear or affirm information is correct
63	**Question 4.List any buisness entity(ites) that is a partner, parent, subsidiary buisness entity(ies) of the individual or entity listed in Question 4** Not Applicable
64	**Company Information Questionnaire** I have completed this section
65	**Conflict of Interest Questionnaire** I have completed this section
66	**Non-Collusive Affidavit** I have completed and included this form
67	**Discretionary Contracts Disclosure** I have completed this section

68 **Certificate of Interested Parties (Form 1295)**

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm.

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.
Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:
46.1. Application
46.3. Definitions
46.5. Disclosure of Interested Parties Form

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

I will comply with this form

69 **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.

(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

70 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: $1,175,137.59

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 Price: $173.18 Total: $173.18

1.2 3/4" SL (Pit PD)

Meter Size

Quantity: 5325 UOM: AMR Complete Meter Unit Price Price: $198.79 Total: $1,058,556.75

1.3 3/4" LL (Pit PD)

Meter Size

Quantity: 1 UOM: AMR Complete Meter Unit Price Price: $198.79 Total: $198.79

1.4 1" (Pit PD)

Meter Size

Quantity: 182 UOM: AMR Complete Meter Unit Price Price: $246.35 Total: $44,835.70

1.5 1 1/2" (Pit PD)

Meter Size

Quantity: 1 UOM: AMR Complete Meter Unit Price Price: $428.05 Total: $428.05

1.6 2" (Turbine)

Meter Size

Quantity: 20 UOM: AMR Complete Meter Unit Price Price: $737.81 Total: $14,756.20

1.7 5/8" x 3/4" (Ultrasonic)

Meter Size

Quantity: 1 UOM: AMR Complete Meter Unit Price Price: $274.40 Total: $274.40

1.8 3/4" SL (Ultrasonic)

Meter Size

Quantity: 1 UOM: AMR Complete Meter Unit Price Price: $285.72 Total: $285.72

1.9 3/4" LL (Ultrasonic)

Meter Size

Quantity: 1 UOM: AMR Complete Meter Unit Price Price: $285.72 Total: $285.72

1.10 1" (Ultrasonic)

Meter Size

Quantity: 1 UOM: AMR Complete Meter Unit Price Price: $302.20 Total: $302.20

1.11 1 1/2" (Ultrasonic)

Meter Size

Quantity: 114 UOM: AMR Complete Meter Unit Price Price: $477.59 Total: $54,445.26

1.12 2" (Ultrasonic)

Meter Size

Quantity: 1 UOM: AMR Complete Meter 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

Quantity: 1 UOM: AMR KIT (Reg/Endpoint/Antenna) Unit Price Price: $143.91 Total: $143.91

2.2 3/4" SL (Pit PD)

Meter Size

Quantity: 1 UOM: AMR KIT (Reg/Endpoint/Antenna) Unit Price Price: $143.91 Total: $143.91

2.3 3/4" LL (Pit PD)

Meter Size

Quantity: 1 UOM: AMR KIT (Reg/Endpoint/Antenna) Unit Price Price: $143.91 Total: $143.91

2.4 1" (Pit PD)

Meter Size

Quantity: 1 UOM: AMR KIT (Reg/Endpoint/Antenna) Unit Price Price: $143.91 Total: $143.91

2.5 1 1/2" (Pit PD)

Meter Size

Quantity: 1 UOM: AMR KIT (Reg/Endpoint/Antenna) Unit Price Price: $143.91 Total: $143.91

2.6 2" (Turbine)

Meter Size

Quantity: 1 UOM: AMR KIT (Reg/Endpoint/Antenna) 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: Component/Spare Unit Price Price: $121.96 Total: $18,537.92

3.2 6 Foot Antenna (AMR)

Component/Spare

Quantity: 1 UOM: Component/Spare Unit Price Price: $24.40 Total: $24.40

3.3 20 Foot Antenna (AMR)

Component/Spare

Quantity: 1 UOM: Component/Spare Unit Price Price: $30.49 Total: $30.49

3.4 Meter Pins (N/A)

Component/Spare

Quantity: 36000 UOM: Component/Spare Unit Price Price: $0.17 Total: $6,120.00

3.5 Magnets (AMR)

Component/Spare

Quantity: 56 UOM: Component/Spare Unit Price Price: $11.09 Total: $621.04

4 Package Header

Section IV: AMI (450i) Kit Price Schedule per Unit

Quantity: 1 UOM: PKG Total: $2,458.56

Item Notes: Please submit "0" for [illegible] 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: $153.66 Total: $153.66

4.2 3/4" SL (Pit PD)

Meter Size

Quantity: 1 UOM: AMI KIT (Reg/Endpoint/Antenna) Unit Price Price: $153.66 Total: $153.66

4.3 3/4" LL (Pit PD)

Meter Size

Quantity: 1 UOM: AMI KIT (Reg/Endpoint/Antenna) Unit Price Price: $153.66 Total: $153.66

4.4 1" (Pit PD)

Meter Size

Quantity: 1 UOM: AMI KIT (Reg/Endpoint/Antenna) Unit Price Price: $153.66 Total: $153.66

4.5 1 1/2" (Pit PD)

Meter Size

Quantity: 1 UOM: AMI KIT (Reg/Endpoint/Antenna) Unit Price Price: $153.66 Total: $153.66

4.6 2" (Turbine)

Meter Size

Quantity: 1 UOM: AMI KIT (Reg/Endpoint/Antenna) Unit Price Price: $153.66 Total: $153.66

4.7 2" (Compound)

Meter Size

Quantity: 1 UOM: AMI KIT (Reg/Endpoint/Antenna) 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)

4.8 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: $997.63 Total: $997.63

5.4 4" (Compound)

Meter Size

Quantity: 1 UOM: AMI/UME Unit Price Price: $1,354.88 Total: $1,354.88

5.5 6" (Compound)

Meter Size

Quantity: 1 UOM: AMI/UME Unit Price Price: $1,918.30 Total: $1,918.30

5.6 8" (Compound)

Meter Size

Quantity: 1 UOM: AMI/UME Unit Price Price: $2,048.79 Total: $2,048.79

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: $0.00

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: $0.00 Total: $0.00

6.2 3/4" SL (Pit PD)

Meter Size

Quantity: 1 UOM: AMI Trade In Allowance Unit Price Price: $0.00 Total: $0.00

6.3 3/4" LL (Pit PD)

Meter Size

Quantity: 1 UOM: AMI Trade In Allowance Unit Price Price: $0.00 Total: $0.00

6.4 1" (Pit PD)

Meter Size

Quantity: 1 UOM: AMI Trade In Allowance Unit Price Price: $0.00 Total: $0.00

6.5 1 1/2" (Pit PD)

Meter Size

Quantity: 1 UOM: AMI Trade In Allowance Unit Price Price: $0.00 Total: $0.00

6.6 2" (Turbine)

Meter Size

Quantity: 1 UOM: AMI Trade In Allowance Unit Price Price: $0.00 Total: $0.00

6.7 5/8" x 3/4" (Ultrasonic)

Meter Size

Quantity: 1 UOM: AMI Trade In Allowance Unit Price Price: $0.00 Total: $0.00

6.8 3/4" SL (Ultrasonic)

Meter Size

Quantity: 1 UOM: AMI Trade In Allowance Unit Price Price: $0.00 Total: $0.00

6.9 3/4" LL (Ultrasonic)

Meter Size

Quantity: 1 UOM: AMI Trade In Allowance Unit Price Price: $0.00 Total: $0.00

6.10 1" (Ultrasonic)

Meter Size

Quantity: 1 UOM: AMI Trade In Allowance Unit Price Price: $0.00 Total: $0.00

6.11 1 1/2" (Ultrasonic)

Meter Size

Quantity: 1 UOM: AMI Trade In Allowance Unit Price Price: $0.00 Total: $0.00

6.12 2" (Ultrasonic)

Meter Size

Quantity: 1 UOM: AMI Trade In Allowance Unit Price Price: $0.00 Total: $0.00

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: $0.00

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: $0.00 Total: $0.00

7.2 3/4" SL (Pit PD)

Meter Size

Quantity: 1 UOM: AMR Trade In Allowance Unit Price Price: $0.00 Total: $0.00

7.3 3/4" LL (Pit PD)

Meter Size

Quantity: 1 UOM: AMR Trade In Allowance Unit Price Price: $0.00 Total: $0.00

7.4 1" (Pit PD)

Meter Size

Quantity: 1 UOM: AMR Trade In Allowance Unit Price Price: $0.00 Total: $0.00

7.5 1 1/2" (Pit PD)

Meter Size

Quantity: 1 UOM: AMR Trade In Allowance Unit Price Price: $0.00 Total: $0.00

7.6 2" (Turbine)

Meter Size

Quantity: 1 UOM: AMR Trade In Allowance Unit Price Price: $0.00 Total: $0.00

7.7 5/8" x 3/4" (Ultrasonic)

Meter Size

Quantity: 1 UOM: AMR Trade In Allowance Unit Price Price: $0.00 Total: $0.00

7.8 3/4" SL (Ultrasonic)

Meter Size

Quantity: 1 UOM: AMR Trade In Allowance Unit Price Price: $0.00 Total: $0.00

7.9 3/4" LL (Ultrasonic)

Meter Size

Quantity: 1 UOM: AMR Trade In Allowance Unit Price Price: $0.00 Total: $0.00

7.10 1" (Ultrasonic)

Meter Size

Quantity: 1 UOM: AMR Trade In Allowance Unit Price Price: $0.00 Total: $0.00

7.11 1 1/2" (Ultrasonic)

Meter Size

Quantity: 1 UOM: AMR Trade In Allowance Unit Price Price: $0.00 Total: $0.00

7.12 2" (Ultrasonic)

Meter Size

Quantity: 1 UOM: AMR Trade In Allowance Unit Price Price: $0.00 Total: $0.00

Response Total: $1,211,870.39

Bid Proposal for FY20-063 Laredo AMR/AMI Water Meter Annual

CUSTOMER

CITY OF LAREDO
5816 DAUGHERTY
@ WATER DISTRIBUTION
LAREDO, TX 78041

Job
FY20-063 Laredo AMR/AMI Water Meter Annual
Bid Date: 06/11/2020
Bid #: 1364309

CONTACT

Sales Representative
Brandon Smith
(T) 210-657-1632
(F) 210-657-2321
Brandon.Smith3@coreandmain.com

Core & Main
7620 Grissom Rd
San Antonio, TX 78251
(T) 210-684-1150

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 50	1	NS	NEPTUNE 5/8 X 3/4 T10 **ED2B21RYMG11S1771 BRZ R900I V5**	EA	173.18	173.18
70 80	5326	NS	NEPTUNE 3/4" SL T10 **ED2C21RYMG11S1771 BRZ R900I V5**	EA	198.79	1,058,755.54
100 110	182	NS	NEPTUNE 1" T10 **ED2F21RYMG11S1771 BRZ R900I V5**	EA	246.35	44,835.70
130 140	1	NS	NEPTUNE 1-1/2 T10 **ED2H11RYMG11S1771 BRZ R900I V5**	EA	428.05	428.05
160 170	20	NS	NEPTUNE 2" HP TURBINE **ET4ARYMG11S1771 BRZ R900I V5**	EA	737.81	14,756.20
190 200	1	NS	NEPTUNE 5/8X3/4 MACH10 **EU1A5GS1771 BRZ R900I V5**	EA	274.40	274.40
220 230	2	NS	NEPTUNE 3/4" SL MACH10 **EU1C5G1S1771 R900I V5**	EA	285.72	571.44
250 260	1	NS	NEPTUNE 1" MACH 10 **EU1F5G1S1771 R900I V5**	EA	302.20	302.20
280 290	114	NS	NEPTUNE 1-1/2 MACH10 **EU2A5G1S1771 R900I V5**	EA	477.59	54,445.26
310 320	1	NS	NEPTUNE 2" MACH 10 **EU2E5G1S1771 R900I V5**	EA	595.62	595.62
					SUBTOTAL	**1,175,137.59**
350			**SECTION II AMR (R900I V5) KIT**			
370 380	1	NS	NEPTUNE 5/8 REGISTER **RYM2G11S1771 R900I V5**	EA	143.91	143.91
400 410	2	NS	NEPTUNE 3/4 REGISTER **RYM2G21S1771 R900I V5**	EA	143.91	287.82
430 440	1	NS	NEPTUNE 1" REGISTER **RYM2G31S1771 R900I V5**	EA	143.91	143.91
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**

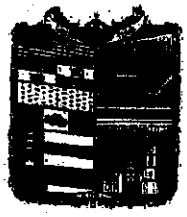
The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

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

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 19th 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.

A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven calendar days prior to the scheduled bid deadline a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum may be e-mailed or obtained online at the City of Laredo website for bids. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) *ANNUAL SUPPLY/SERVICE CONTRACTS*: This contract does not commit the City to purchase the quantities indicated.

The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services.

Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be **awarded by sections** to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.

All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.

(e) For any inquires on payment status or general billing questions please contact:
Jorge J. Jolly, Accounts Payable Manager

956-791-7328
jjolly@ci.laredo.tx.us
1110 Houston St. Laredo, TX 78040

12.0 INSURANCE REQUIREMENTS (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.

The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

Formal Invitation for Bids
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, ¾, 1, 1 ½ 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.

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", ¾" x 3/4", 1", 1 ½" PD, Ultrasonic and Turbine meters must meet the following length requirements: 5/8" x ¾"-7 ½"; ¾" x 3/4" short length-7 ½"; ¾" X ¾" long length-9"; 1"-10 ¼"; and 1 ½"-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", ¾" x 3/4", 1", 1 ½" 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 ½", and 2" shall include bolts (size length may be requested by customer), nuts (316 stainless steel coated), gaskets (full face red rubber		

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.		

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.		

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.

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

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

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No.

Is any litigation pending against the Business? Yes / No.

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No. If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No.

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No.

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No.

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB):	Yes	No	Disadvantaged Business Enterprise (DBE): Yes	No
Small Disadvantaged Business Enterprise (SDBC)	Yes	No	Other: Please specify	

This company is not a certified minority business: ☐

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

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	$

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	$

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	$

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

☐ 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 _____

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 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:

_____

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**

entity listed in Question 3

☐ Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

☐ Name of partner, parent, or subsidiary business entity(ies):

***5. List any individuals or entities that will be subcontractors on this contract.**

☐ Not applicable. No subcontractors will be retained for this contract.

☐ Subcontractors may be retained, but have not been selected at the time of this submission.

☐ List of subcontractors:

***6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.**

☐ Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

☐ List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract:

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

a) Any individual seeking contract with the city (Question 3)
b) Any owner or officer of entity seeking contract with the city (Question 3)
c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
d) Any subcontractor or owner/office of subcontracting entity retained for the contract (Question 5)
e) The spouse of any individual listed in response to (a) through (d) above
f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☐ Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these

individuals.

☐ List of contributors:

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

☐ I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflict(s) of interest:

***Acknowledgements**

☐ **Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☐ **No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

☐ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

☐ I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Name (Print) 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

27.1 Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

27.2 Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:
46.1. Application
46.3. Definitions
46.5. Disclosure of Interested Parties Form

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** ☐

6 **AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

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: 07/18/2022
Initiated By: Riazul Mia, Assistant City Manager
Initiated By: Juan Arriaga, Asset Management Coordinator

Staff Source: Arturo Garcia, Jr., P.E. Utilities Director

SUBJECT

Dynamic and Sustainable

Authorizing Interim City Manager to approve the selection of Sepulveda Associates Architects, Inc. of Laredo, Texas as the consultant based on Request for Qualifications (RFQ) received and authorizing the negotiations of a contract for the design, bidding and construction management of the new north side materials storage canopy. No financial impact at this time.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

None

BACKGROUND

Request for Qualifications (RFQ) were advertised on January16, 2022 and the RFQ was closed on January 23, 2022. A total of two (2) licensed architectural firms responded to the request and staff from various departments reviewed the submittal and selected the most qualified firm based on: 1) Specialized experience of firm: 2) Project personnel: 3) Approach to work: and 4) Other considerations. The most qualified firm was Sepulveda Associates Architects, Inc.

Vendor	Total Points
Sepulveda Associates Architects, Inc.	286.20
Slay Architecture	271.70

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Approve motion.

Fiscal Impact

Fiscal Year:	2022
Bugeted Y/N?:	
Source of Funds:	
Account #:	N/A
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

No Financial Impact at this time.

Attachments

Canopy

RFQ for canopy at utilities dept	slay	sepulveda		

Specialized Experience of Firm (30%)

Ability to complete work within budget/time (7.5 max)	6	6		
Quality control/assurance programs(7.5 max)	6	7		
in-house/sub-consultant support (7.5 max)	7	7		
Specialized Experience of Firm (7.5 max)	6	7		
Maximum of 30 points	25	27		

Project Personnel (40%)

Qualifications of Principal-in-charge (16 max)	14	14		
Qualifications of Project Manager (14 max)	12	13		
Qualifications of Project Engineer (10 max)	8	8		
Maximum of 40 points	34	35		

Approach to Work (25%)

Understanding of Project Scope (5 max)	5	5		
Organization (5 max)	4	5		
Schedule of work (5 max)	4	5		
Interfacing of tasks (5 max)	4	4		
Design and estimated cost (5 max)	4	5		
Maximum of 25 points	21	24		

Other Considerations (5%)

Unique approach to this project	3	5		
Maximum of 5 points				

Maximum of 100 Total Points	83	91		

Name & Signature of Evaluator

6/24/22
Date

RFQ for canopy at utilities dept	slay	sepulveda		

Specialized Experience of Firm (30%)

Ability to complete work within budget/time (7.5 max)	7	7.3		
Quality control/assurance programs(7.5 max)	7	7.2		
in-house/sub-consultant support (7.5 max)	7.2	7.2		
Specialized Experience of Firm (7.5 max)	7	7		
Maximum of 30 points	28.2	28.7		

Project Personnel (40%)

Qualifications of Principal-in-charge (16 max)	15	15		
Qualifications of Project Manager (14 max)	12	13		
Qualifications of Project Engineer (10 max)	9	10		
Maximum of 40 points	36	38		

Approach to Work (25%)

Understanding of Project Scope (5 max)	4.5	4.5		
Organization (5 max)	4.5	5		
Schedule of work (5 max)	5	5		
Interfacing of tasks (5 max)	4.5	5		
Design and estimated cost (5 max)	4.5	5		
Maximum of 25 points	23	24.5		

Other Considerations (5%)

Unique approach to this project	4.5	5		
Maximum of 5 points				

Maximum of 100 Total Points	91.7	96.2		

Jaime H. Ovalle Sr.

Name & Signature of Evaluator

6/24/2022

Date

RFQ for canopy at utilities dept	slay	sepulveda		

Specialized Experience of Firm (30%)

Ability to complete work within budget/time (7.5 max)	6	7		
Quality control/assurance programs(7.5 max)	7	7		
in-house/sub-consultant support (7.5 max)	7	6		
Specialized Experience of Firm (7.5 max)	6	7		
Maximum of 30 points	26	27		

Project Personnel (40%)

Qualifications of Principal-in-charge (16 max)	15	15		
Qualifications of Project Manager (14 max)	13	13		
Qualifications of Project Engineer (10 max)	10	10		
Maximum of 40 points	38	38		

Approach to Work (25%)

Understanding of Project Scope (5 max)	5	5		
Organization (5 max)	5	5		
Schedule of work (5 max)	4	5		
Interfacing of tasks (5 max)	5	5		
Design and estimated cost (5 max)	5	5		
Maximum of 25 points	24	26		

Other Considerations (5%)

Unique approach to this project	4	4		
Maximum of 5 points	5	5		

Maximum of 100 Total Points	97	99		

Name & Signature of Evaluator

6/24/22
Date

City Council-Regular
Meeting Date: 07/18/2022
Initiated By: Riazul Mia, Assistant City Manager
Initiated By: Arturo Garcia, Jr., P.E.

Staff Source: Arturo Garcia, Jr., P.E.

SUBJECT

Dynamic and Sustainable

Authorizing the Interim City Manager to enter into a contract with NO-DES, Inc. from Bosque Farms, New Mexico for standard flushing of the City's waterlines for a period of ten (10) days or additional days as needed to maintain the optimal chlorine residual in the distribution system. 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 methods. The contract amount is for $80,079.20, plus an allowance of $39,920.80 for the additional days exceeding the contract for a total not to exceed $120,000.00. Funding is available in the Utilities Department-Waterworks Construction Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N.A.

PREVIOUS COUNCIL ACTION

On August 17, 2020, City Council authorized an amount of $111,750.00 to NO-DES, Inc. for flushing of the water lines within the SH 359 area.

BACKGROUND

The Utilities Department continues to operate the flushing devices and conducting directional flushing of water lines. The recent temperatures and long residence time of the water in the water lines is increasing the amount of the ammonia levels. The NO-DES flushing will allow for the lines to be scoured to remove any accumulated debris from the water lines. This methodology will allow for Utility Department to respond to the NAP and maintain residuals more effectively in the areas of concern.

COMMITTEE RECOMMENDATION

N.A.

STAFF RECOMMENDATION

Approval of motion.

Fiscal Impact

Fiscal Year:	2022
Bugeted Y/N?:	Y
Source of Funds:	Waterworks Construction
Account #:	557-4150-533-3730
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Funding is available in the Waterworks System - Construction Division account number 557-4150-533-3730.

Attachments

Flushing Quote

NO-DES, Inc.
1860 Bosque Farms Blvd.
Bosque Farms
NM 87068
United States

Estimate

#2158

7/1/2022

Bill To

Arturo Garcia Jr.
City of Laredo Utilities Department
4812 N Bartlett Ave
Laredo TX 78041
United States

Ship To

Arturo Garcia Jr.
City of Laredo Utilities Department
4812 N Bartlett Ave
Laredo TX 78041
United States

TOTAL

$80,079.20

Expires: 8/1/2022

Expires	Exp. Close	Project	Sales Rep	Partner	Shipping Method
8/1/2022	8/31/2022		Ohm Kongtang		

Quantity	Item	Options	Tax	Rate	Amount
1	**Flushing Package**		No		
10	**Flushing** Standard NO-DES flushing process includes 1 NO-DES unit operated by 2 NO-DES employees and all necessary equipment to perform the flushing operation in a normal potable water distribution system. Discount rates are available for longer flushing contracts, contact your sales rep for details.		Yes	$6,000.00	$60,000.00
10	**Fuel Surcharge** Fuel Surcharge		Yes	$80.00	$800.00
1	**Burndown** Burndown fee - disinfection of NO-DES equipment prior to use in customer system.		Yes	$2,750.00	$2,750.00
1	**Move On/Off** Mobilization fee to move NO-DES equipment to/from customers site.		Yes	$2,500.00	$2,500.00
360	**Filter** NO-DES Standard Filter		Yes	$36.00	$12,960.00
			No		$79,010.00

Subtotal	$79,010.00
Tax Total (8.25%)	$1,069.20
Total	$80,079.20

This Quote was requested by : Arturo Garcia -

Pricing estimates are subject to change based on availability of parts and specification change requests.

Utilities 74.

City Council-Regular
Meeting Date: 07/18/2022
Initiated By: Riazul Mia, Assistant City Manager
Initiated By: Arturo Garcia, Jr., P.E.

Staff Source: Arturo Garcia, Jr., P.E.

SUBJECT

Dynamic and Sustainable

Authorizing the Interim City Manager to execute Amendment No.2 in the amount of $292,786.00 to Ardurra Group, Inc. of Laredo, Texas for the professional services regarding the Process Improvements of the Zacate Creek Wastewater Treatment Plant (ZCWWTP). The total contract sum including this amendment is at $416,948.00. Funding is available in the 2019 Sewer Revenue Bond.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N.A.

PREVIOUS COUNCIL ACTION

On January 19, 2021, the City Council approved Amendment Number One (1) in the amount of $25,262.00 with LNV, Inc. (Ardurra) of Laredo, Texas for the TCEQ safety assessment of the Zacate Creek Wastewater Treatment Plant (ZCWWTP). The total contract sum including the amendment is at $124,162.00. On June 23, 2020, the City Council approved award of the professional services contract in the amount of $98,900.00.

BACKGROUND

Basic Services for Alternative Treatment Process Evaluation and Design for the Zacate Creek Wastewater Treatment Plant (ZCWWTP) and Amendment Number One (1) are completed. Compliance Action Plan is submitted and approved by TCEQ.

COMMITTEE RECOMMENDATION

N.A.

STAFF RECOMMENDATION

Approve motion.

Fiscal Impact

Fiscal Year:	2022
Bugeted Y/N?:	Y
Source of Funds:	2019 Sewer Revenue Bond
Account #:	559-9875-535-9301
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Funding is available in the 2019 Sewer Revenue Bond, Acct.# 559-9875-535-9301, Project ID: SW1819, P.O. #332979.

Attachments

Scope of Services

ATTACHMENT "A"
SCOPE OF SERVICES

Consulting Engineering Services for the project shall include the following:

PROJECT: Zacate Creek Wastewater Treatment Plant Alternative Treatment Process Evaluation Design – Amendment No. 2: ZCWWTP Process Improvements

GENERAL

ORIGINAL PROJECT DESCRIPTION:

The existing Zacate Creek Wastewater Treatment Plant (ZCWWTP) is currently not meeting compliance requirements by TCEQ. To address the compliance issues, the City would like Ardurra to investigate existing conditions of the ZCWWTP.

The Owner's objectives for the Project are as follows:

1. Achieve Discharge Permit Compliance:
2. Value engineering / Economic solution
3. Reduction of capital expenditure
4. No increase or decrease in flow or organic capacity
5. A time sensible quick solution
6. Design life between 5-10 years

AMENDMENT NO. 1 DESCRIPTION

The City of Laredo requested Ardurra to provide a safety assessment of the ZCWWTP to identify potentially hazardous conditions and safety issues at this plant. As part of the Safety Assessment, Ardurra identified existing issues, potential regulatory agency compliance issues, provided recommendations for improvements, and identified the need for additional structural and safety assessments.

AMENDMENT NO. 2 DESCRIPTION

The City of Laredo has requested Ardurra to provide the Detailed Design, Bid and Construction services for the process modifications listed in the City's correspondence with TCEQ as part of the Compliance Action Plan for ZCWWTP. Previously, The Texas Commission of Environmental Quality informed the City of Laredo (City) of violations to the Clean Water Act (CWA) via Docket No. 2019-0881-MWD-E. These violations alleged the failure to meet effluent limitations as required by Texas Pollutant Discharge Elimination System (TPDES) Permit # TX002546 at the Zacate Creek Wastewater Treatment Plant (ZCWWTP).

This scope of work has been developed based on a comprehensive condition assessment and operations assessment of ZCWWTP. This assessment allowed the City to understand the cause of permit excursions. It also identified operational and infrastructure improvement actions to positively enhance plant performance.

SCOPE OF SERVICES:

TASK 2: PRELIMINARY ENGINEERING DOCUMENTS DEVELOPMENT

BASIC SERVICES

2.1 Project Management for Task 2

- Conduct a kick-off meeting with pertinent City staff to discuss and identify primary objectives.
- Conduct one design review meeting with City staff.
- Coordination with TCEQ and Regulatory Agencies
- Project Management Plan
- Project Site Planning
- Invoicing and monthly progress reports

Deliverables:

- Design Kick-Off and 30% Review Meeting
- Meeting Minutes for Design Kick-Off Meeting and 30% Review Meeting.
- Monthly Progress Reports
- TCEQ Compliance Extension Request

2.2 Preliminary Engineering (30%) Design Documents

- Perform site survey
- Prepare site plan from survey
- Calculate detailed hydraulic profile
- Prepare piping plan and profile sheets
- Develop details for controlled RAS Chemical Injection, including chemical feed pumps, piping, proposed location of chemical feed equipment, and proposed injection quills, spray bars, etc. on the site.
- Prepare basis of design report for submittal to TCEQ
- Prepare conceptual (30%) design documents. Prepare construction specifications consisting of City standard front-end documents and technical specifications prepared in accordance with the Construction Specifications Institute (CSI) for Divisions 1 to 48.
- Prepare opinion of estimated probable construction cost to 30% completion.
- Prepare project schedule and construction sequencing.

Deliverables:

- 30% construction plans
- 30% construction specifications
- 30% OPCC and project schedule

ADDITIONAL SERVICES

2.3 Electrical Infrastructure Assessment

- Conduct an electrical infrastructure assessment to include the following:
  - Review of electrical drawings/As-builts
  - Evaluation of existing electrical systems
  - Identify Electric Utility Sources
  - Backup Power

- Development of one-line diagrams for incorporations into assessment report
- Prepare and Submit Electrical Engineering Assessment Report to provide immediate and long-term improvements for the electrical infrastructure

Deliverables:
- Electrical Infrastructure Assessment Report

2.4 Topographic Survey
- Perform a topographic survey within the area of the proposed structures, existing structures, and utilities within the project limits.
- Provide an electronic file (ACAD) of the topographic survey in NAD 83 coordinates for your use.

Deliverables:
- Topographic Survey

TASK 3: DETAILED DESIGN, BID AND CONSTRUCTION

BASIC SERVICES

3.1 Project Management for Task 3
- Conduct two regular design review and monthly (up to 3) coordination meetings with City staff.
- Invoicing and monthly progress reports

Deliverables:
- Attend and Conduct 90% and 100% Review Meetings
- Meeting Minutes for review meetings.
- Monthly Progress Reports

3.2 Pre-Final (90%) Design Documents
- Develop details for controlled RAS Chemical Injection, including chemical feed pumps, piping, proposed location of chemical feed equipment, and proposed injection quills, spray bars, etc. on the site.
- Prepare 90% design documents. Prepare construction specifications consisting of City standard front-end documents and technical specifications prepared in accordance with the Construction Specifications Institute (CSI) for Divisions 1 to 48 to 90% completion.
- Prepare opinion of estimated probable construction cost for 90% completion.
- Prepare project schedule and construction sequencing.

Deliverables:

- 30% Comment Response Form
- 90% construction plans
- 90% construction specifications
- 90% OPCC and project schedule

3.3 Final (100%) Design Documents

The final signed and sealed contract documents to the City will include the following:

- 2 Sets of Plans (100% FINAL)
- 2 Sets of Specifications (100% FINAL consisting of technical specifications prepared in accordance with the Construction Specifications Institute (CSI) for Divisions 1 to 48)
- Final quantities and Engineer's OPCC (100% FINAL)

Deliverables:

- 90% Comment Response Form
- Final 100% signed and sealed construction plan and contract documents
- Submission of Final 100% construction and contract documents to TCEQ for approval

3.4 Bidding Phase

- Participate in the pre-bid conference and provide a recommended agenda for critical construction activities and elements impacted the project.
- Assist the City in solicitation of bids by identification of prospective bidders, and review of bids by solicited interests.
- Review all pre-bid questions and submissions concerning the bid documents and prepare, in the City's format, for approval, any addenda or other revisions necessary to inform contractors of approved changes prior to bidding.
- Attend bid opening, analyze bids, evaluate, prepare bid tabulation, and make recommendation concerning award of the contract.

Deliverables:

- Response to Bidder Questions/Issue Addenda as Needed
- Attend and Conduct Pre-Bid Meeting
- Pre-Bid Meeting Minutes
- Bid Analysis
- Engineer's Letter of Recommendation for Awarding Construction Project

3.5 Construction Phase

- Coordinate and conduct one (1) pre-construction meeting.
- Review submittals, shop drawings, testing results and review and respond to requests for information (RFI's) and change orders.
- Conduct two (2) general construction site inspections per month.
- Conduct (6) construction progress meetings.
- Conduct final inspection along with City staff to determine if project has been completed to the standard required by the contract documents and the contractor has fulfilled his obligations as required.
- Prepare and deliver to the City record drawings of the constructed work. Record drawing information will be obtained from redlined drawings prepared by the contractor.

Deliverables:

- Response to RFIs and Change Orders
- Engineer's Letter of Recommendation for Project Closeout
- City of Laredo required Closeout Documentation

ADDITIONAL SERVICES

3.6 Electrical Engineering Detailed Design (TBD)

- Develop construction plans and technical specifications for the Electrical Improvements identified in Task 2.3.

3.7 Construction Representative Services (TBD)

3.8 Micro Screen Temporary Installation (TBD)

ITEMS TO BE PROVIDED BY CLIENT:

Ardurra will require record information for the Zacate Creek WWTP. Such items include, but are not limited to the following:

1. Record drawings/information of existing facilities, and utilities (as available from CLIENT files). Record drawings of existing chemical feed units. Record drawings of existing pump stations on site
2. Contact information for local vendors that provide onsite service and support for existing equipment
3. Operation and maintenance manuals and purchase orders for existing pump stations on site.
4. Most recent hydraulic profile and calculations.
5. The preliminary budget, specifying the funds available for construction.
6. A copy of existing studies and plans (as available from CLIENT files).
7. Field location of existing city utilities.
8. Provide applicable Master Plans.
9. List of Industrial Users
10. Plant standard operating procedures for sampling and process control
11. Plant Influent and Effluent Data
12. TCEQ Inspections and Correspondence for the last three years
13. Process Control Data
14. Odor complaint records
15. Current staffing and organizational structure
16. Plant corrective and preventative work order data
17. All fees for reviews and/or inspections from Regulatory Agencies.
18. All printing and reproduction cost (through CLIENT approved vendor)

ATTACHMENT "B"
PRODUCTION SCHEDULE

Project: Zacate Creek Wastewater Treatment Plant Alternative Treatment Process Evaluation Design – Amendment No. 2: ZCWWTP Process Improvements

The CONSULTANT agrees to complete the various phases of work under this contract in accordance with the schedule set forth as follows:

TASK 2: PRELIMINARY ENGINEERING DOCUMENTS DEVELOPMENT		
BASIC SERVICES		
2.1	Project Management for Preliminary Engineering	For duration of Task 2
2.2	Preliminary (30%) Design Documents	2 months from NTP
ADDITIONAL SERVICES		
2.3	Electrical Infrastructure Assessment	2 months from NTP
2.4	Topographic Survey	2 weeks from NTP
TASK 3: DETAILED DESIGN, BID AND CONSTRUCTION PHASE		
BASIC SERVICES		
3.1	Project Management for Detailed Design	For duration of Task 3
3.2	Prefinal (90%) Design Documents	2 months from Task 2.2
3.3	Final Contract Documents	2 Months from Task 3.2
3.4	Bidding and Award Phase	2 Months from Task 3.3
3.5	Construction Phase	TBD
ADDITIONAL SERVICES		
3.6	Construction Representative Services	TBD
3.7	Micro Screen Installation	TBD

ATTACHMENT "C"
COMPENSATION FOR PROFESSIONAL SERVICES RELATED TO BASIC CONTRACT

Project: Zacate Creek Wastewater Treatment Plant Alternative Treatment Process Evaluation Design – Amendment No. 2: ZCWWTP Process Improvements

For the purpose of establishing portion of the basic fee for separate phases, the following allocations of fee shall apply:

A. Fee for Basic Services

The City will pay the Engineer a fixed fee for providing all "Basic Services" authorized as per the table below. The fees for Basic Services will not exceed those identified and will be full and total compensation for all services outlined in above, and for all expenses incurred in performing these services. For services provided, Engineer will submit monthly statements for basic services rendered. The monthly statements will be based upon Engineer's estimate (and City Concurrence) of the proportion of the total services actually completed at the time of billing. For Construction Phase services, the statement will be based upon the percent of completion of the construction contract. City will make prompt monthly payments in response to Engineer's monthly statements.

B. Fee for Additional Services

For services authorized by the City under the "Additional Services" section, the City will pay the Engineer a not-to-exceed fee as per the table below or as negotiated and approved at a later date

C. Summary of Fees

		Original Contract	Amend. No. 1	Amend. No. 2	Total Contract Amount
TASK 1: EXISTING ZACATE CREEK WASTEWATER TREATMENT PLANT ASSESSMENT					
	TASK 1 BASIC SERVICES SUBTOTAL	**$ 98,900**	**-**	**-**	**$ 98,900**
	TASK 1 ADDITIONAL SERVICES SUBTOTAL	-	-	-	-
	TASK 1 TOTAL	**$ 98,900**	**-**	**-**	**$ 98,900**
TASK 2: PRELIMINARY ENGINEERING DOCUMENTS DEVELOPMENT					
BASIC SERVICES					
2.2	Project Management for Preliminary Engineering	-	-	$ 6,000	$ 6,000
2.2	Preliminary (30%) Design Documents	-	-	$ 24,749	$ 24,749
	TASK 2 ADDITIONAL SERVICES SUBTOTAL	-	-	**$ 30,749**	**$ 30,749**
ADDITIONAL SERVICES					
2.3	Electrical Infrastructure Assessment	-	-	$ 34,900	$ 34,900
2.4	Topographic Survey	-	-	$ 11,260	$ 11,260
	TASK 2 ADDITIONAL SERVICES SUBTOTAL	-	-	**$ 46,160**	**$ 46,160**
	TASK 2 TOTAL	-	-	**$ 76,909**	**$ 76,909**
TASK 3: DETAILED DESIGN, BID AND CONSTRUCTION PHASE (AMD NO. 2)					
BASIC SERVICES					
3.1	Project Management for Detailed Design	-	-	$ 13,118	$ 13,118
3.2	Prefinal (90%) Design Documents	-	-	$ 139,208	$ 139,208
3.3	Final Contract Documents	-	-	$ 22,262	$ 22,262
3.4	Bidding Phase	-	-	$ 10,560	$ 10,560
3.5	Construction Phase	-	-	$ 30,729	$ 30,729
	TASK 3 BASIC SERVICES SUBTOTAL	-	-	**$ 215,877**	**$ 215,877**
ADDITIONAL SERVICES					
3.6	Electrical Engineering Detailed Design	-	-	TBD	TBD
3.7	Construction Representative Services	-	-	TBD	TBD
3.8	Micro Screen Installation	-	-	TBD	TBD
	TASK 3 ADDITIONAL SERVICES SUBTOTAL	-	-	**TBD**	**TBD**
	TASK 3 TOTAL	-	-	**$ 215,877**	**$ 215,877**
TASK 4: SASFETY ASSESSMENT (AMD NO. 1)					
	TASK 4 BASIC SERVICES SUBTOTAL	-	**$ 25,262**	-	**$ 25,262**
	TASK 4 ADDITIONAL SERVICES SUBTOTAL	-	-	-	-
	TASK 4 TOTAL	-	**$ 25,262**	-	**$ 25,262**
	TOTALS (TASKS 1 + 2 + 3 + 4)	**$ 98,900**	**$ 25,262**	**$ 292,786**	**$ 416,948**

Method of Payment:

Payment shall be made to the Consultant based upon the several phases as described heretofore and in accordance with the following:

D. Fee and Scope Assumptions:

Fee and scope assumptions is based on the following assumptions and exclusions:

- Engineering fees included in this proposal only apply to items specifically listed in this proposal.
- Agency review fees, impact fees, permitting fees and platting fees are not included herein.

- No field surveys or SUE Level A services are included as part of this work to verify utility depths or other information.
- This proposal does not include a fee to prepare easements for drainage, construction, water, sewer, electrical, or gas services.
- Public meetings are not included.
- Platting of the property and/or recordation of any drainage and utility easements or replatting of the development are not included in this scope of work.
- Any additional services required by the CITY which may arise and are not outlined above shall be compensated for on an hourly basis or negotiated to a lump sum fee.

Any additional work not listed in the above Scope of Work will be performed on a time and material basis. **Invoicing will be submitted monthly based on percent of completion.** *Payments not received within thirty (30) days of the date of invoice will cause interest at the rate of 1.5% per month to accrue on any outstanding balance.*

Provider shall provide at his sole expense any and all equipment, tools and any other thing, including employees, subcontractors, or other such assistance, necessary to the performance by him of the above-described service.

This budget figure will not be exceeded without writing modification of this Agreement. The additional services must be authorized in writing by the Client.

City Council-Regular
Meeting Date: 07/18/2022
Initiated By: Riazul Mia, Assistant City Manager
Initiated By: Arturo Garcia, Jr., P.E.

Staff Source: Arturo Garcia, Jr., P.E.

SUBJECT

Dynamic and Sustainable

Authorizing the Interim City Manager to execute a professional engineering services contract in the amount $791,273.00 to Lockwood, Andrews & Newnam, Inc. of Laredo, Texas. This service includes design and permitting of a new 36-inch Water Line from Zacate Creek to the Lyon Street Pump Station. Funding is available in the 2019 Water Revenue Bond.

VENDOR INFORMATION FOR COMMITTEE AGENDA

NONE.

PREVIOUS COUNCIL ACTION

On June 6, 2022, City Council authorized the selection and negotiations for the engineering and surveying services with consultant for the 36-inch water transmission main.

BACKGROUND

The existing fifty (50) years old ductile iron 36-inch water transmission main failed on the 100 block of Frost Street. The transmission main from Jefferson Street Surface Water Treatment Plant (JSSWTP) to Lyons Street Pump Station. This line failure caused the issuance of the Boil Water Notice and repair work was done as an emergency to restore service to the community.

COMMITTEE RECOMMENDATION

N.A.

STAFF RECOMMENDATION

Approve motion.

Fiscal Impact

Fiscal Year:	2022
Bugeted Y/N?:	Y
Source of Funds:	2019 Water Revenue Bond
Account #:	557-9875-535-9301
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Funding is avaliable in the 2019 Water Revenue Bond account 557-9875-535-9301

Attachments

36-INCH LAN PROPOSAL

Lockwood, Andrews & Newnam, Inc.
A LEO A DALY COMPANY

June 17, 2022

Michael Rodgers, PE
City of Laredo Assistant Utilities Director

Via email: mrodgers@ci.laredo.tx.us

RE: **City of Laredo – 36-inch Water Line from Zacate Creek to Lyons Pump Station**
Design Phase Services
LAN Project No. 133-10003-000

Dear Mr. Rodgers:

Lockwood, Andrews & Newnam, Inc. (LAN) is pleased to provide this letter and the attachments herein for professional engineering services associated with the design and permitting of a new 36-inch Water Line from Zacate Creek to the Lyons Pump Station. The project is intended to follow the Kearney St. corridor from east of Zacate Creek and tie-in to the west side of the Lyons Pump Station, fully within City right-of-way.

SCOPE OF WORK

The following is a description of the tasks to be completed under this scope of work. The task details can be found in the attached Scope of Work.

1. Project Management: LAN will lead, manage, and direct all project and subconsultant activities as well as provide project administration under this task. Services include the following:
    a. Prepare monthly summary reports and invoicing
    b. Subconsultant management
    c. Develop and maintain a project schedule (MS Project format)
    d. Develop a Project Work Plan and Quality Control Plan
    e. Meetings:
        i. Conduct monthly progress meetings with City staff
        ii. Conduct half-day design coordination workshops at the 30% and 90% design stages (2 workshops)
        iii. Prepare and distribute meeting minutes for all meetings

2. Surveying: Topographic surveying services will be performed by Blue Top Surveying, in accordance with their attached proposal (See Attachment 2).

3. Geotechnical Engineering: Geotechnical engineering and lab testing services will be provided by Howland Engineering, in accordance with their attached proposal (See Attachment 3).

4. Subsurface Utility Engineering (SUE) Services: Quality Level A (QL-A) and Quality Level B (QL-B) locating services will be provided by KCI (See Attachment 4).

5. Utility Coordination and Public Outreach: Liquid Studio Group will provide local utility coordination services, as well as provide outreach to property owners along the proposed project limits. LAN will support Liquid Studio Group with the utility coordination effort.

6. Pipeline Engineering: LAN will provide the following services in support of the pipeline design:
    a. Data Collection and Field Investigations: LAN will perform site visits to review and confirm the proposed alignment, and confirm field conditions within the project limits. LAN will collect all available existing utility information from the City and Franchise Utility Owners.
    b. Coordination with City Utility Departments: LAN will coordinate with various applicable City departments, including but not limited to Engineering, Environmental Services, Public Works, Traffic, Utilities and Purchasing Departments, to review the project and obtain approvals as needed.
    c. <u>30% Design (Alignment Confirmation)</u>
        i. Conduct on-site walk-thru of potential alignments to confirm existing features and potential conflicts
        ii. Perform conflict analysis and identify utilities to be relocated
        iii. Confirm route, identify any deviations, and develop a recommended alignment
        iv. Identify locations and limits of proposed trenchless crossings, which may include highways, intersections, creeks, railroads, utilities, or other possible conflicts
        v. Evaluate and provide direction to Geotechnical subconsultant (Howland) for preliminary geotechnical investigations (boring locations, depths, piezometers, etc.)
        vi. Review and develop an approach for bidding, such as pipe materials selection, use of Competitive Sealed Proposals (CSP) method, construction durations, etc.
        vii. Prepare and submit a Pipeline Technical Memorandum that includes the following:
            1. Route Exhibits (11”x17” exhibits)
            2. Summary of Permitting Requirements
            3. Summary of Utility conflicts and relocations
            4. Recommendations for approach to bidding (such as Competitive Sealed Proposals) and Construction Packaging
            5. Opinion of probable construction costs
    d. <u>90% Design</u>
        i. Perform site visits as needed for 90% design
        ii. 90% Design Memo
        iii. Documenting conformance to applicable AWWA and TCEQ standards, and documentation of any exceptions to these standards.
        iv. Transient Analysis – LAN will build a transient model and perform transient analysis using Bentley HAMMER software. Modeling scope will include both proposed pipeline segments from the water treatment plant to Lyon Pump Station and coordination with the consultant for the upstream segment of the pipeline. Effects of transients caused by simultaneous power failure to all running pumps at the water treatment plant will be assessed. LAN will provide a tech memo with recommendations for surge protection.
        v. Corrosion Investigation, Data Collection and Design
            1. Soil Corrosivity Testing
                a. Wenner 4-pin Soil Corrosivity Survey at representative points along the alignment.
                b. Electromagnetic (Emag) Conductivity survey along the alignment.
                c. Review of geotechnical boring logs and corrosivity testing. These will include as-received and saturated resistivities, pH, sulfides, and soluble salts.
                d. Alignment Investigation
                e. Initial Investigation – Walking project alignment, investigating potential stray current sources (i.e. rectifiers, existing CP systems, pipeline

crossings, overhead power lines), and testing available existing structure to soil potentials.

2. Test results/Analysis
    a. Field test results will be analyzed to be used in preparing the corrosion protection design.
    b. Soil sample test results will be analyzed and used in preparing the corrosion protection design.
    c. Corrosion Protection Design Drawings
    d. The design will incorporate all field investigation results to the final Project drawings, including cathodic protection details.
    e. Project Manual/Specifications
    f. The design will incorporate all field investigation results into the final project specifications through cathodic protection specifications.

vi. Perform analyses
    1. Joint Restraint (for one (1) pipe material)
    2. Trenchless Engineering and Calculations, if necessary
    3. Embedment
    4. Backfill
    5. Creek Scour Determinations
    6. Buoyancy
    7. Pipe Deflection
    8. Combination Air Vacuum and Air Release Valve (size and location)

vii. Prepare 90% Drawings to include the following:
    1. General Sheets (Cover, Project Layout, General Notes, etc.)
    2. Overall Dimensional Control Plan
    3. Survey Control sheets
    4. Plan and Profile sheets
    5. Utility relocation sheets
    6. Erosion & Sedimentation Control Sheets
    7. Water and Civil Details
    8. Cathodic Protection detail sheets
    9. Project Specific Details, as needed
    10. Traffic Control Plans and Details

viii. Draft Project Manual, to include all front-end documents, applicable standard specifications, special provisions, and special specifications

ix. 90% Opinion of Probable Construction Costs

x. Perform internal QC and address QC comments

xi. 90% Design Workshop
    1. Conduct 90% Design workshop to review the 90% Design Submittal
    2. Prepare and distribute meeting minutes

xii. Address comments provided by the City

e. <u>100% Design</u>
    i. Perform site visits as needed for 100% design
    ii. 100% Design Letter documenting conformance to applicable AWWA, TCEQ and City standards, and documentation of any exceptions to these standards.
    iii. Develop 100% Plan Set
        1. Further Development of 90% Plan Set sheets
        2. General Sheets (Cover, Project Layout, General Notes, etc.)
        3. Overall Dimensional Control Plan
        4. Survey Control sheets

5. Plan and Profile sheets
6. Utility Relocation sheets
7. Erosion Control Sheets
8. Cathodic Protection sheets
9. Standard Details
10. Cathodic Protection detail sheets
11. Project Specific Details
12. Traffic Control Plans

iv. Final Project Manual (signed and sealed)
v. Contract Documents to include language for Request for Competitive Sealed Proposals (RFCSP)
vi. 100% Opinion of Probable Construction Costs
vii. Perform internal QC and address QC comments
viii. 100% Design Workshop
    1. Conduct 100% Design workshop to review the 100% Design Submittal
    2. Prepare and distribute meeting minutes
ix. Address comments provided by the City

f. TCEQ Permitting – prepare and submit the final drawings and specifications to TCEQ and obtain approval for construction. It is assumed that TCEQ will expedite their review and approval for this project.

DELIVERABLES

The following deliverables will be provided electronically under this contract:

1. 30% Design Submittal (Alignment Confirmation):
    a. 30% Design Memo
    b. Plan & Profile Drawings
    c. Utilities Conflict Matrix
    d. Opinion of Probable Construction Cost
2. 90% Design Submittal:
    a. 90% Drawings
    b. Draft Project Manual
    c. Draft Geotechnical Report
    d. Draft Transient Analysis Tech Memo
    e. Updated Project Schedule
    f. 90% Design Memo
    g. 90% Opinion of Probable Construction Cost (OPCC)
    h. QA/QC Documentation
    i. 90% Design Review Workshop and meeting notes
3. 100% Design Submittal:
    a. 100% Drawings (Signed and Sealed)
    b. Final Project Manual
    c. Final Geotechnical Report
    d. Updated Project Schedule
    e. 100% Design Memo
    f. 100% Opinion of Probable Construction Cost (OPCC)
    g. QA/QC Documentation
    h. 100% Design Review Workshop and meeting notes

SCHEDULE

Due to the emergency nature of this project, this proposal is based on an expedited design schedule as shown below. Progress updates will be provided with our monthly invoices.

Milestone	Duration (Calendar Days)
30% Design (Alignment Confirmation)	45 days
City Review	7 days
90% Design	45 days
City Review	7 days
100% Design (Ready for Bid)	14 days
TCEQ Permitting*	14 days
Total Duration	**132 days**

*Assumes TCEQ permit review and approval will follow expedited review protocols due to the emergency nature of the project.

BUDGET SUMMARY

The total requested fee for design and permitting services is $791,273.00, which includes all subconsultants. These services will be invoiced on a Lump Sum basis. A fee spreadsheet is included as Attachment 1 to this proposal.

ASSUMPTIONS/EXCLUSIONS

The following assumptions have been made in the development of this proposal:

- Pipeline alignment will be fully within existing Right-of-Way. Thus, Right-of-Way Acquisition, Appraisals, or Surveying services for temporary or permanent easements is not included.
- Pipeline alignment will be fully within developed corridors. Thus, Environmental assessments and cultural resources investigations are not included.
- All deliverables are to be transmitted electronically.
- Hydraulic modeling is not included in this contract but will be performed under separate contract as necessary.
- Fees associated with permitting approvals, design reviews, or project advertisement fees are to be paid by the City.
- Topographic survey will not be included with the 30% Design submittal but will be included at the 90% Design submittal.
- Bidding phase and construction phase services are not included.

If you have any questions or need further information, please call me at (713) 821-0423 or email me at mlramos@lan-inc.com. We appreciate the opportunity to support the City with this important project.

Sincerely,

Mackrena Ramos, PE
Sr. Project Manager

Attachments:

- Attachment 1 – Fee Estimate
- Attachment 2 – Subconsultant Proposal: Surveying (Blue Top Surveying)
- Attachment 3 – Subconsultant Proposal: Geotechnical Engineering (Howland Engineering)
- Attachment 4 – Subconsultant Proposal: SUE Services (KCI)

Cc: Arturo Garcia, Jr., PE – Utilities Director
Russ Ford (LAN)
Travis Michel (LAN)
LAN File (133-10003-000)

Attachment 1

City of Laredo
36-Inch Water Line from Zacate Creek to Lyons Pump Station
Proposal for Design Phase Services
06/16/2022

TASK/DESCRIPTION	Project Principal	Project Mgr/ Professional	Sr. Technical Engineer	Professional Engineer III-IV	Professional Engineer I-II	Engineer In Training	Sr. CAD Technician	Administrative Specialist	Sub-Consultants	Sub-Consultant Markup (10%)	Expenses	Total
Average Labor Rates	**$ 300.00**	**$ 275.00**	**$ 215.00**	**$ 180.00**	**$ 150.00**	**$ 135.00**	**$ 130.00**	**$ 90.00**				
PROJECT MANAGEMENT												
Project Work Plan		2			8			1				$ 1,840.00
Subconsultant Management and Coordination		40			40		40					$ 22,200.00
Quality Assurance/Quality Control Plan		2			4	4						$ 1,690.00
Kickoff Meeting	4	4		4	4			1				$ 3,710.00
Monthly Progress Meetings		30			30			15				$ 14,100.00
Design Review Workshops	8	24	24	24	24	24						$ 25,320.00
Monthly invoicing & Project Status Updates		24		12				24				$ 10,920.00
SUBTOTAL (PROJECT MANAGEMENT):	**12**	**126**	**24**	**40**	**110**	**28**	**40**	**41**	**$ -**	**$ -**	**$ -**	**$ 79,780.00**
DESIGN PHASE SERVICES												
Prepare 30% Design												
Data Collection and Field Reconnaissance		40	16	80	80	80	40					$ 56,840.00
Coordination w/ City Departments		16		16	16		8	2				$ 10,900.00
30% Design Memo	1	4		4	16			1				$ 4,610.00
30% Drawings		8		40	80	80	120					$ 47,800.00
30% Opinion of Probable Construction Cost (OPCC)		4		8	8	8	16					$ 6,900.00
30% Quality Control Review	2	8	16			16	40					$ 13,600.00
30% Design Review Meeting		8		8	8	8		1				$ 6,010.00
Prepare 90% Design												
Coordination w/ City Departments		4		16	16		8	1				$ 7,510.00
Corrosion Investigation & Design		8		100	100	40	40					$ 45,800.00
Utility Relocations Design/Conflict Resolution		8		80		80	80					$ 37,800.00
Pipeline Engineering Analyses/Calculations		8	24		80	120						$ 35,560.00
Transient Analysis and Tech Memo		8	40	80		80						$ 36,000.00
90% Design Memo	1	8		8	16			1				$ 6,430.00
90% Project Manual		16	80		40	80		2				$ 38,580.00
90% Drawings		16		80	80	120	200					$ 73,000.00
90% Opinion of Probable Construction Cost (OPCC)		4		8	16	8	16					$ 8,100.00
90% Quality Control Review	2	8	32			16	40					$ 17,040.00
90% Design Review Meeting		8		8	8	8		1				$ 6,010.00
Prepare 100% Final Design												
Final Drawings		8		20		40	80					$ 21,600.00
Final Project Manual		4		40		40		2				$ 13,880.00
Final Opinion of Probable Construction Cost (OPCC)		2		4	4	4	8					$ 3,450.00
Final Design Quality Control Review	2	4	8			8	16	1				$ 6,670.00
TCEQ Permitting		8		24		40	16	2				$ 14,180.00
SUBTOTAL (DESIGN PHASE SERVICES):	**8**	**210**	**216**	**624**	**568**	**876**	**728**	**14**	**$ -**	**$ -**	**$ -**	**$ 518,270.00**

City of Laredo
36-Inch Water Line from Zacate Creek to Lyons Pump Station
Proposal for Design Phase Services
06/16/2022

TASK/DESCRIPTION	Project Principal	Project Mgr/ Professional	Sr. Technical Engineer	Professional Engineer III-IV	Professional Engineer I-II	Engineer In Training	Sr. CAD Technician	Administrative Specialist	Sub-Consultants	Sub-Consultant Markup (10%)	Expenses	Total
Average Labor Rates	**$ 300.00**	**$ 275.00**	**$ 215.00**	**$ 180.00**	**$ 150.00**	**$ 135.00**	**$ 130.00**	**$ 90.00**				
SUBCONSULTANT SERVICES AND EXPENSES												
Surveying - Blue Top Land Surveying	-	-	-	-	-	-	16	-	$ 11,800.00	$1,180.00		$ 15,060.00
Geotechnical Engineering - Howland Engineering	-	-	-	8	-	-	4	-	$ 33,200.00	$3,320.00		$ 38,480.00
SUE Services - KCI	-	-	-	-	16	-	16	-	$ 48,185.00	$4,818.50		$ 57,483.50
Utility Coordination/Public Outreach - Liquid Studio Group	0	8	0	0	40	80	40	0	$ 30,000.00	$3,000.00		$ 57,200.00
Expenses (Mileage/Travel, Per Diem, Reproduction)	-	-	-	-	-	-	-	-	$ -	$0.00	$ 25,000	$ 25,000.00
SUBTOTAL (SUBCONSULTANTS)									**$ 123,185.00**	**$12,318.50**	**$25,000.00**	**$ 193,223.50**
TOTAL BASE SCOPE OF WORK:	**20**	**336**	**240**	**664**	**678**	**904**	**768**	**55**	**$ 123,185.00**	**$ 12,318.50**	**$ 25,000.00**	**$ 791,273.00**

Blue Top Land Surveying
101 W. Hillside, Suite 10
Laredo, Texas 78041
956-724-8423 712-2580 fax
FIRM No. 10071800

June 13, 2022

Travis M. Michel, PE
Senior Associate, Team Leader
8911 N. Capital of Texas Hwy, Building 2, Suite 2300 • Austin, TX 78759
T 512.338.4212 D 512.338.2745 C 512.694.1888
www.lan-inc.com • TMMichel@lan-inc.com

Re: Proposal for x-sections along Kearney Street for a proposed 36 inch waterline approximately 5100 linear feet, situated in City of Laredo, Webb County, Texas.

Blue Top Land Surveying is pleased to submit this proposal for Proposal for x-sections along Kearney Street for a proposed 36 inch waterline approximately 5100 linear feet, situated in City of Laredo, Webb County, Texas.

The scope of work included in this proposal is:

- **Topographic survey (pre-construction) includes the following:**
  -X-Sections along the proposed route
  -Above ground utilities and taking inverts on sanitary sewer manholes and storm drain as long as these are reachable and manholes can be opened. Also, any utility marked by utility company or locater shall be tied in
  -Set Benchmarks along the project
  -Survey of six (6) geotechnical boring locations
  -Pump site tie-in
  -Water Valves ties for depth confirmation

Estimated fee: $11,800.00

This estimate does NOT include staking for construction, additional work will be done at hourly rates listed below.

Hourly fee schedules:

- Surveying Crew - $150 per hour
- Survey Technicians - $65 per hours
- Registered Professional Land Surveyor - $200 per hour

We look forward to working with you on this project, please feel free to contact me at (956) 724-8423 or by fax at (956) 712-2580.

Sincerely,

Edgar Luna

By signing below, you are agreeing with the above stated terms.
Please sign and send payment to:

Blue Top Land Surveying
101 W. Hillside, Suite 10
Laredo, Texas 78041
956-724-8423 712-2580 fax

_____
Authorizing Signature

HOWLAND
ENGINEERING AND SURVEYING CO.

June 15, 2022

Lockwood, Andrews & Newnam, Inc.
8911 N. Capital of Texas Highway, Building 2, Suite 2300
Austin, TX 78759

Attn: Travis M. Michel, PE
Associate, Team Leader

Sent Via E-Mail to:
TMMichel@lan-inc.com

Subject: **Proposal – Geotechnical Report – *Laredo Water Line – Revised No. 2***
15 Blocks Along E. Kearney Street
From Zacate Creek Drainage to N. Seymour Avenue
Laredo, Webb County, Texas

Dear Mr. Michel:

Howland Engineering and Surveying Co., Inc. (Howland) is very pleased to provide Lockwood, Andrews & Newnam, Inc. (LAN) our *revised* geotechnical proposal for the above referenced project located in Laredo, Texas.

Based on our understanding, LAN is requesting a geotechnical engineering study for a proposed 5,100-LF water line repair along for the E. Kearney Street segment from Zacate Creek Drainage Channel to North Seymour Avenue.

Scope of Work

We propose an exploration and evaluation consisting of the following items:

1. As per our understanding, LAN is requesting a total of six (6) geotechnical bores consisting of the following:

Bore Type	Number of Borings**	Proposed Depths*
Shallow Bores	6	20-FT

Table No. 1 – Proposed Bores and Depths
Based on the preliminary information provided by Lockwood, Andrews & Newnam, Inc.
** - Below the existing ground surface elevation, or auger refusal, whichever occurs first.*
*** - Borings to be conducted in the proximity of the proposed structures.*

- Provide safety and traffic control operations with supervision from a Howland Health and Safety Officer (HSO). Traffic control will include signage, safety cones, and flagging for regular and non-regular hours.

- The soil samples will be recovered by split barrel sampling and/or Shelby tube sampling in conjunction with standard penetration tests in general accordance with applicable American Society for Testing and Materials (ASTM) standards. The samples will be bagged and shipped to our soils lab for testing.

- Boreholes will be backfilled utilizing existing material extruded during drilling operations. If applicable, should water be encountered during drilling operations, ground water levels will be taken during operations and about 24-hours after initial water readings.

2. Laboratory testing to include, as they are appropriate to the soil conditions, Atterberg Limits tests which are indicators of soil expansiveness and soil behavior when remolded, approximate strength tests based on automatic standard penetration tests, unconfined compression tests, corrosivity tests, in-situ and saturated resistivity, pH levels (SM4500 H+B), chlorides and sulfates (EPA 9056), natural moisture content determinations, clay content and grain size distributions tests.

3. Review of published geologic and soil information for the site area.

4. The written report will include the data obtained along with our evaluation of the soil conditions, recommendations for site preparation and recommendations regarding other soil related aspects of the project.

Proposed Fee

Based upon the scope of work outlined above, we propose to complete the exploration and issue our written report for a fee of **$33,200.00.** Please note any additional boring requested by the Client during operations will accrue the following costs:

Shallow Boring – Thirty (30') Feet:

Regular Hours.....**$2,953.75**
Non-Regular Hours.....***$5,220.00***

Please note above costs for additional drilling includes safety and traffic control, drilling, and laboratory testing, unconfined compression tests, corrosivity tests, in-situ and saturated resistivity, pH levels, chlorides, and sulfates.

Scheduling

We can begin the field work within three (3) days after receiving authorization to proceed. The field work will require three (3) working days. We can complete the laboratory testing and issue our written reports within twenty (20) working days after completion of field work.

Closing

We appreciate the opportunity to submit this proposal and look forward to assisting you in this project. If the foregoing is acceptable, please provide us with written authorization to proceed by returning a signed copy of this letter proposal to our office. Should you have any questions or require additional information, please do not hesitate to call me at 956-722-4411. Thank you.

Sincerely,
Howland Engineering and Surveying Co., Inc.
TBPE Firm Registration No. F-4097

FOR

Roberto P. Martinez, Jr., P.E.
Project Engineer

Sergio Galindo, Jr., P.E.
Project Manager
proposal-geo-lan-laredo water line-rev2

AUTHORIZATION TO PROCEED:

Signature: _____

Print Name: _____

Title: _____

Date: _____

Professional Services Agreement

June 15, 2022

LOCKWOOD, ANDREWS & NEWNAM, INC.
8911 N. Capital of Texas Hwy
Building 2, Suite 2300
Austin, TX 78759

Client's Authorized Representative(s): Travis M. Michel, *PE*
Associate, Team Leader

Subject: Laredo. Lyons Water Line Replacement
KCI Project Number: *(Pending)*

KCI Technologies, Inc. (KCI) is pleased to submit this professional services agreement (the "Proposal") to *LOCKWOOD, ANDREWS & NEWNAM, INC.* ("Client") for the work (the "Work") described in detail in the Scope of Services section of this Proposal. The Work will be performed for the following:

Location: Laredo. Lyons Water Line Replacement

KCI Technologies, Inc. (KCI) is pleased to submit this professional services agreement (the "Proposal") to *LOCKWOOD, ANDREWS & NEWNAM, INC.* ("Client") for the work (the "Work") described in detail in the Scope of Services section of this Proposal. The Work will be performed for the following:

SCOPE OF SERVICES

To improve the quality of the utility mapping at proposed City of Laredo; Lyons Water Line Replacement, Client is Requesting Scope and Fee for Level A & B SUE (Sub-Surface Utility Engineering services, to facilitate detail design of required improvements, in Laredo, Texas, as depicted on drawing/plan sheets supplied by client. KCI will Tone, Rod & designate and pothole utilities, in the path of the proposed waterline project as depicted on the attached Exhibit.

QL-B – Mapping of Toneable Utilities– KCI will Utilize Electromagnetic equipment to interpret the presence of the existing toneable utility lines within the proposed project area as directed by the client. KCI may also utilize GPR and attempt to locate existing utilities & drainage as requested, in the area of utility survey. KCI will ROD existing nonmetallic utilities, including sewer, storm drainage and conduits to designate approximate horizontal location. This is done by use of toneable rodder where access through cleanouts, drains, inlets or manholes, etc…, is possible.

KCI is providing this proposed scope of work to identify approximate alignment of facilities within the project area of the proposed water line replacement and allow designers to identify and mitigate potential conflicts. Additional days of designation, if required, will be performed at the rate shown in Exhibit A and approved in advance. KCI shall perform this work in accordance with the most current standards of SUE as described in ASCE 38-02. Survey of KCI Level B designation shall be performed by the client surveyor.

QL-A – Test Holes on Utilities– 18 Test Holes are included in the fee schedule on the basis of a per hole unit rate. Additional holes, if requested, shall be performed at the same unit rate as shown on Exhibit A. Holes shall be performed at locations requested by client, KCI will Utilize Non-Destructive Vacuum Excavation to excavate, expose and mark the horizontal location of existing buried utilities as requested by client. This is done by use of VacMaster 4000 or RamVac HX-6. KCI shall perform this work in accordance with the most current standards of SUE as described in ASCE 38-02. Survey of KCI Level A Test Holes is to be provided by Client surveyors. Survey of KCI Level A Test Holes shall be performed by the client.

If holes are performed in existing pavement, KCI will utilize a coring machine to core the pavement, perform excavation, backfill and reset coupon with utilibond. KCI shall place a marker in front and back of the hole to indicate direction and paint pavement surface with appropriate markings over the located utility.

All applicable permits & fees, if required, shall be provided by the City of Laredo, at no cost to KCI. This includes permits for Test Holes in Pavement if required. 5 days of "Traffic Control" (with lane closures) are included as a part of this submission. If Additional days of Level B Designation, Level A Test Holes & Traffic Control are needed, they will be performed at the costs shown on Exhibit B. The Added Work will be requested in writing and approved prior to commencement.

DELIVERABLES

1) Locate, paint/mark & flag Toneable Utilities by electromagnetic induction
2) Locate & paint/mark Non Toneable Utilities by use of Toneable Rodder/fish tape where access is available.
3) Provide Field Sketch and data of located utilities
4) Cad of Level B & A Utilities will be provided.
5) Excavate test holes, set Pins Stakes and lathes at holes
6) Provide picture board of downhole view and grade rod shots for each hole.
7) Sealed Test Hole Data sheets will be provided

SPECIAL PROVISIONS

1) KCI will not be responsible for damage to utilities caused by others.
2) KCI is not performing records research or Level C & D SUE of the site

SERVICES TO BE PROVIDED BY THE CLIENT

- Provide survey of all KCI located utilities in the field.
- Provide KCI Cad base file to overlay SUE findings

SERVICES TO BE PROVIDED BY THE CITY

- Any and all permitting and fees as required by City, shall be provided to KCI at no cost

FEES AND PAYMENTS

The Schedule of fees for work defined in the scope of services is attached as exhibit A. Actual cost of Level A & B locating work, will be billed by the quantities utilized and as shown in Exhibit A. If additional quantities are required, they will be billed at the unit rate shown in Exhibit A and authorized in advance of work performed.

GENERAL PROVISIONS

The attached General Provisions are specifically made a part of this Proposal. If this Proposal is accepted

by Client, then the General Provisions along with the Proposal shall constitute a complete and binding contract between KCI and Client (the "Agreement").

Any other understandings, agreements, promises, inducements or representations are hereby void. Any modifications to the terms and conditions of this Agreement must be made in writing and signed by both parties hereto in order to be valid. The person executing this Agreement on behalf of the Client does hereby warrant that he/she has full authority to do so.

If this Proposal and the General Provisions attached hereto are satisfactory and acceptable, and fully set forth the terms of our understanding, please sign the Acceptance and return a copy to KCI's office. This Proposal and the General Provisions will then constitute our entire Agreement.

KCI reserves the right to terminate this contract in the event the Client, in the sole judgment of KCI, fails to establish sufficient credit to warrant proceeding with the work. In such event, Client shall be obligated to pay for all services rendered to date of termination, including any direct expenses, and no work will proceed thereafter unless Client provides a retainer which KCI, in its sole discretion, shall determine to be satisfactory for the continuation of the work.

KCI welcomes the opportunity to serve *LOCKWOOD, ANDREWS & NEWNAM, INC.* and looks forward to working with *LOCKWOOD, ANDREWS & NEWNAM, INC. on* this project. The Project Principal to be assigned to the work *is Scott Stockburger, P.E.,* and his telephone number is *214-893-8648.*

Very truly yours,

Scott Stockburger, P.E.

Scott Stockburger, P.E.
Vice President / Regional Practice Leader
KCI Technologies

ACCEPTANCE:

LOCKWOOD, ANDREWS & NEWNAM, INC., in consideration of the terms and conditions of the Proposal and General Provisions which are fully set forth herein, does hereby accept this Proposal and General Provisions as the complete and final Agreement with KCI Technologies, Inc. for the performance of the Work described herein, and does hereby further agree to comply with all the covenants in this Agreement.

ACCEPTED BY:

_____

_____

Name and Title

Exhibit A

KCI SUE Investigation Estimate
Level A & B SUE
City of Laredo Lyons Waterline Replacement

Task Description	UNIT	RATE	QTY	AMT.
Vac Truc Mileage*	Mile	$1.25	1200	$1,500.00
Test Hole 0' - 7' (Incl Truck & Crew) **	Each	$1,500.00	10	$15,000.00
Traffic Control	Daily	$1,850.00	4	$7,400.00
Dump Fee	Each	$300.00	5	$1,500.00
Backfill	Each	$250.00	10	$2,500.00
Core & Restore Pvt	Each	$350.00	10	$3,500.00
				$0.00
Survey of Level A & B SUE *	Daily	$1,950.00	0	$0.00
Designating Truck Mileage *	Miles	$0.65	800	$520.00
Mobilization *	LS	$3,000.00	1	$3,000.00
Quality Level C & D Records Research	LS	$2,250.00	0	$0.00
Level B Designating*	Daily	$2,450.00	2.5	$6,125.00
CAD of Level A, B, C, & D	Hourly	$130.00	32	$4,160.00
Project Management	Hours	$298.00	10	$2,980.00
TOTAL				$48,185.00

** A minimum of 7 Test holes will be done under each mobilization

*Assumption of **One** Mobilization

City Council-Regular
Meeting Date: 07/18/2022
Initiated By: Riazul Mia, Assistant City Manager
Initiated By: Arturo Garcia, Jr., P.E.

Staff Source: Arturo Garcia, Jr., P.E.

SUBJECT

Dynamic and Sustainable

Authorizing the Interim City Manager to execute a professional engineering services contract in the amount $1,588,000.00 to Binkley & Barfield, Inc. of Houston, Texas. This service includes design and permitting of a new 36-inch Water Line from Jefferson Street Surface Water Treatment Plant to Zacate Creek. Funding is available in the 2019 Water Revenue Bond.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

On June 6, 2022, City Council authorized the selection and negotiations for the engineering and surveying services with consultant for the 36-inch water transmission main.

BACKGROUND

The existing fifty (50) years old ductile iron 36-inch water transmission main failed on the 100 block of Frost Street. The transmission main from Jefferson Street Surface Water Treatment Plant (JSSWTP) to Lyons Street Pump Station. This line failure caused the issuance of the Boil Water Notice and repair work was done as an emergency to restore service to the community.

COMMITTEE RECOMMENDATION

N.A.

STAFF RECOMMENDATION

Approve motion.

Fiscal Impact

Fiscal Year:	2022
Bugeted Y/N?:	Y
Source of Funds:	2019 Water Revenue Bond
Account #:	557-9875-535-9301
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Funding is avaliable in the 2019 Water Revenue Bond account 557-9875-535-9301.

Attachments

Binkley Proposal

PROFESSIONAL SERVICES CONTRACT

STATE OF TEXAS **Agenda Date: _____**

COUNTY OF WEBB

CITY OF LAREDO

Contract to provide professional engineering and surveying services for the design of the 36-inch water transmission main from the Jefferson Water Treatment Plant to East of Zacate Creek

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

Binkley & Barfield, Inc.
1710 Seamist Drive
Houston, Texas 77008

Engineer(s) duly licensed and practicing under the laws of the State of Texas, hereinafter termed "Consultant," 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 engineering 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 following professional services necessary for the development of the Project to final completion, including designs, reports, and special and general conditions or instructions, as acceptable to the Utilities Director, or his duly authorized representative, subject to other provisions of this Contract.

The Consultant shall be represented by a licensed professional engineer licensed to practice in the State of Texas at all review meetings of any official nature concerning the Project, including 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 documents submitted for review shall bear the seal of a licensed professional engineer.

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, **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:
The schedule is detailed in **Exhibit “B”, Project Schedule.**

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. Calendar days shall be charged for this period when changes are being made. However, if circumstances dictate, the City may 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 to request the most current available utility records, and the City and other governmental entities for particular or peculiar problems which may arise.

If the Consultant fails to furnish the completed work as herein required, and within the time specified, the Consultant by the execution of this contract acknowledges that the City will sustain damages and Consultant hereby agrees to forfeit to the City, an amount determined by the following schedule for each day beyond the required day of completion and acceptance, not as a penalty but as liquidated damages.

Total Consultant Contract Fee			Amount of Liquidated Damages
Up	to	$ 500,000	$ 50.00
$ 500,001	to	$1,000,000	$100.00
$1,000,001	to	$2,000,000	$150.00
$2,000,001	to	$3,000,000	$200.00
$3,000,001	to	$4,000,000	$250.00
$4,000,001	to	$5,000,000	$300.00
Over $5,000,000			$350.00

The Consultant further acknowledges the said amount is fixed and agreed upon by and between the Consultant and the City because of the impracticality and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain, and said amount is agreed to be the amount of damages which the City would sustain and shall be retained by the City.

The Consultant shall not be liable or responsible for, and those shall be excluded from the computation of the aforesaid period of time, any delays due to strikes, riots, acts of God, national emergency, acts of the public enemy, governmental restrictions, laws, or regulations, receipt of permits for the UPRR, TxDOT, and US Army Corps of Engineers for the Zacate Creek crossing (as long as permits are submitted early in the design phase) 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 **Exhibit "A", Scope of Services,** ten (10) full size copies and twenty (20) CDs of the plans and specifications of the project for distribution by the City.

V. Compensation and Payment:

The City shall pay Consultant for the performance of services as outlined in this Contract, either a lump sum fee or a fee computed based on an hourly billing rate for all of the Consultant's personnel engaged on the work, plus any approved reimbursable expenses as detailed in **Exhibit "C", Compensation for Professional Services Related to Basic Contract.** The hourly billing rates shall be in accordance with billing schedule in the referenced **Exhibit "C".** Reimbursable expenses shall include costs for travel, subsistence, telephone, reproduction of reports and exhibits, computer time charges, and miscellaneous expenses directly related to the project.

An amount of one million five hundred eighty-eight thousand dollars and no cents (**$1,588,000**) will not be exceeded without written authorization by the Client. Said fee will lump sum fees in addition to hourly and include payroll costs and direct non-labor expenses. See **Exhibit "C"** for compensation. Monthly billings on duly certified work, which is work certified for payment to employer and principals and expense evidenced by invoices for work performed during the preceding four-week accounting period will be submitted to the Client during the project. Compensation for additional services which may be required of the Consultant shall be paid as a lump sum amount and/or an hourly plus reimbursable not to exceed fee agreed to through renegotiation if the scope of services described in the original contract is changed. See **Exhibit "D", Compensation for Additional Professional Services**.

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.

VI. Additional Services:

All work performed by Consultant, which is either described in this paragraph or not included in the basic services described in **Exhibit "D', Compensation for Additional Professional 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 receipt of written authorization from the City.

VII. Change Orders:

Change orders necessitated by unforeseen conditions or circumstances unknown to the Consultant will be paid by the City of Laredo. Any change orders necessitated by neglect or mistake by Consultant in plans and specifications to be paid by the Consultant.

VIII. 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.

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.

The Consultant is hereby given the right to terminate this Agreement if 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 reproducible 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 VIII above.

Upon the above conditions having been 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.

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 contracts 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 he 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.

IX. 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. **See Exhibit "E", City of Laredo Insurance Provisions and Limits.**

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 VIII above.

X. Changes in Scope of Services:

The City, may, from time to time, request changes in the 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.

XI. 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.

XII. Consultant's Responsibility & Liability:

Acceptance and approval of the final plans by the City Engineer shall not constitute nor be deemed a release of the responsibility and liability of the Consultant for the accuracy and competency of his designs, working drawings, specifications, or other documents and work performed under this contract. No approval or acceptance by or on 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 found to be in error.

Re-designs required or occasioned after completion and acceptance by Client 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.

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. 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 equally 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.

XVIII. 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.

XIX. 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 Ashlee McConnell, Chief of Staff. Thereunto authorized Executive President does now sign, execute and deliver this document.

DONE AT LAREDO, TEXAS, on this ____ day of _____

Attest:

_____
Ashlee McConnell
Chief of Staff
Date: _____

Binkley & Barfield, Inc.

_____
David A. Hamilton, PE
Executive Vice President
Date: _____

CITY OF LAREDO

_____
Arturo Garcia, PE
Utilities Director
Date: _____

_____
Samuel Keith Selman
Interim City Manager
Date: _____

Attest:

_____
Jose A. Valdez, Jr.
City Secretary
Date: _____

Approved as to Form:

_____
Sophia Garcia
Interim City Attorney
Date: _____

Exhibit "A"

Scope of Services

36-inch Transmission Main (West Segment)
Jefferson WTP to East of Zacate Creek

Project: Provide engineering and surveying services to the City of Laredo (City) in connection with the design of the replacement of the existing 36-inch water transmission main west segment. The existing main for this segment extends from the Jefferson Water Treatment Plant within the Constantinople and Jefferson Street rights-of way to just east of Zacate Creek at W. Frost Street. The new 36-inch replacement line will be designed in an alignment to be determined based on the extent of utility conflicts and constructability within a corridor identified in the preliminary investigation phase. The terminus of the project east of Zacate Creek will be based on an agreed upon location determined by the City and the east segment consultant.

Assumptions

- The City will provide and contract geotechnical services based on scope of services recommended by the Consultant
- The City will contract with a separate consultant for transient analysis and cathodic protection for the entire segment from the Jefferson WTP to the Lyon Street GWST
- The City will provide storm drainage, water, and sewer maps for the project area, existing water plan, and any internal correspondence and/or observations that could impact the design and construction of the project

Task 1 - Preliminary Investigation Phase

- Kickoff meeting with the City's Utility Department
- Coordinate with the City's Utility Coordination Committee
- Evaluate alternative routes and determine recommended alignment
    - Identify potential utility conflicts
    - Evaluate constructability along routes
    - Analyze potential traffic disruptions, safety impacts, and residential, commercial/industrial and school accessibility issues
- Evaluate pipe material options and make recommendation based on lead times and material costs
- Coordinate with the City selected and contracted geotechnical consultant
- Coordinate with the transient analysis and cathodic protection consultant whether a separate contracted consultant or subcontracted firm under the Consultant.
- Coordinate the recommended waterline alignment with the City to ensure there are not any alignment conflicts
- Coordinate with the consultant responsible for the east water main segment to determine the terminus/connection point east of Zacate Creek
- Coordinate with the consultant responsible for the water main design from the Jefferson Water Treatment Plant to the Hendricks Pump Station regarding the treatment plant connection point and railroad crossings
- Prepare preliminary design and schematic exhibits for City review
- Coordinate with the City Utility Department Director for alignment approval
- Review alignment for permanent and temporary construction easement (TCE) locations and make preliminary easement recommendations to the City
- Meetings, coordination for submittals to UPRR, USACE, and TxDOT for utility crossing approvals and permits
- Meetings and coordination with UPRR in connection with crossing UPRR owned property for alternative water main alignments

- Prepare preliminary project construction cost estimate
- Prepare and submit technical letter report with alignment exhibits to City

Task 2 - Final Design Phase

- Meeting with the City to review the approved recommended alignment
- Prepare final dimensional/coordinate plan, water main plan/profiles, and supporting design details and general notes as required for construction of the project
- Prepare project manual including technical specifications and front-end documents
- Submittal or UPRR, USACE, and TxDOT utility crossing permits
- Town Hall Meetings
    - Prepare exhibits and presentation materials for use during meeting
    - Assist the City with presenting the information and responding to any questions during the meeting
- Submit plans to the City for review at 60% and 90% milestones and update construction documents based on review comments
- Review alignment for permanent and TCE locations and make final easement recommendations to the City
- Submit final plans and specifications to the City for approval and bidding
- Prepare project construction cost estimate
- Obtain TCEQ approval

Task 3 - Bidding/Procurement

- Assist the City with the preparation and release of public Request for Bid
- Conduct pre-bid meeting for interested contractors including preparation of minutes
- Assist with posted questions and issue addenda as needed
- Attend bid opening
- Evaluate bids for completeness and prepare bid tabulation and make recommendation on contractor award

Task 4 - Construction Phase Services

- Attend pre-construction meeting, prepare agenda and minutes, and distribute to City and contractor
- Prepare addenda, as necessary
- Review Contractor submittals and RFI's, and prepare responses to the contractor
- Attend monthly construction progress meetings, prepare agendas and minutes, and distribute to City and Contractor
- Review Contractor payment applications
- Perform monthly site visits by Project Manager and prepare site observation reports
- Perform bi-weekly site visits by construction observer and prepare site observation reports
- Perform unscheduled site visits by Project Manager and/or construction observer as necessary, and prepare site observation reports
- Review and respond to laboratory, shop, and mill tests of material and equipment
- Review Contractor change requests, cost proposals, and substitutions and provide recommendations
- Attend substantial completion and final inspections and prepare and distribute punch lists
- Witness hydrostatic testing and disinfection of water main
- Prepare and submit record drawings based on contractor submitted information as well as other documents required for project close-out

Task 5 - Traffic Control Plans

- Develop traffic control plans in accordance with the Texas Manual on Uniform Traffic Control Devices and City of Laredo criteria
- Prepare traffic control plans to accommodate single lane closure of an entire city block for open cut construction
- Prepare traffic control plans to accommodate open cut construction across half of a minor intersection
- Prepare traffic control plans to accommodate tunnel shafts at major intersections and railroad crossings

Task 6 - Storm Water Pollution Prevention Plans

- Develop storm water pollution prevention plans in accordance with the Texas Pollution Discharge Elimination System and City of Laredo criteria

Task 7 - TxDOT Approvals/Permitting

- Prepare separate submittal package focusing exclusively on the portion of work to be reviewed and approved by TxDOT
- Review the submittal package to ensure all TxDOT criteria are met prior to initial submittal
- Prepare and submit permit application
- Coordinate with TxDOT to address any questions or comments

Task 8 - Railroad Approvals/Permitting

- Filing and tracking of Railroad Application for Utility Crossing Permit for two UPRR crossings
- Coordination with UPRR in connection with approvals and easement requirements for crossing UPRR non-rail property.

Task 9 - Subsurface Utility Engineering (SUE)

- Perform Quality Level (QL) – A SUE
  - Excavate predetermined locations using hydro-excavator to locate existing utility
  - Mark located utility
  - Survey markings set on located utility
  - Prepare report and CAD file of located utility
- Perform QL – B SUE
  - Locate and mark predetermined existing utilities at the ground level using toning equipment
  - Survey markings set on located utility
  - Prepare CAD file of located utility

Task 10 - Surveying Services

- Set and establish horizontal and vertical controls for the project based on Texas Coordinate System NAD 83, NAVD 88 Datum, South Zone (US Survey Feet). Set two primary control points within project limits
- Locate and survey existing visible utilities, gas, telephone, cable, water, sanitary sewer manholes, storm sewer manholes, valves, power poles as marked by the Texas 811 One-Call system within project limits
- Locate existing TxDOT right-of-way monumentation along the project alignment
- Provide necessary field survey services and site reconnaissance to develop alignment and drawings. These survey services would include preparing permanent and temporary easements as may be required for the extension of the water main
- Gather all available information for the project area, including as-builts, aerial images, affected landowners' information

Task 11 - Environmental Services

- Phase I Environmental Site Assessment
  - Records Review
  - Site Reconnaissance
  - Interviews
  - Report
- USACE Nationwide Permit

Exhibit "B"

Project Schedule

36-inch Transmission Main (West Segment)
Jefferson WTP to East of Zacate Creek

Project: Provide engineering and surveying services to the City of Laredo (City) in connection with the design of the replacement of the existing 36-inch water transmission main west segment. The existing main for this segment extends from the Jefferson Water Treatment Plant within the Constantinople and Jefferson Street rights-of way to just east of Zacate Creek at W. Frost Street. The new 36-inch replacement line will be designed in an alignment to be determined based on the extent of utility conflicts and constructability within a corridor identified in the preliminary investigation phase. The terminus of the project east of Zacate Creek will be based on an agreed upon location determined by the City and the east segment consultant.

Project Schedule

- Task 1 Preliminary Investigation Phase — 60 calendar days
- Task 2 Final Design Phase — 150 calendar days
  - 60% Design (90 calendar days)
  - 90% Design (45 calendar days)
  - Final Submittal (15 calendar days)
- Task 3 Bidding/Procurement — 60 calendar days
- Task 4 Construction Phase Services — 240 calendar days
- Task 5 Traffic Control Plan — Concurrent with Task 2
- Task 6 Storm Water Pollution Prevention Plans — Concurrent with Task 2
- Task 7 TxDOT Approvals/Permitting — Concurrent with Task 1 & 2
- Task 8 Railroad Approvals/Permitting — Concurrent with Task 1 & 2
- Task 9 Subsurface Utility Engineering (SUE) — Concurrent with Task 1 & 2
- Task 10 Surveying Services — Concurrent with Task 1 & 2
- Task 11 Environmental Services — Concurrent with Task 1 & 2

Exhibit "C"

Compensation for Professional Services Related to Basic Contract

36-inch Transmission Main (West Segment)
Jefferson WTP to East of Zacate Creek

Project: Provide engineering and surveying services to the City of Laredo (City) in connection with the design of the replacement of the existing 36-inch water transmission main west segment. The existing main for this segment extends from the Jefferson Water Treatment Plant within the Constantinople and Jefferson Street rights-of way to just east of Zacate Creek at W. Frost Street. The new 36-inch replacement line will be designed in an alignment to be determined based on the extent of utility conflicts and constructability within a corridor identified in the preliminary investigation phase. The terminus of the project east of Zacate Creek will be based on an agreed upon location determined by the City and the east segment consultant.

Compensation for the professional services based on Exhibit "A" listed below are lump sum or hourly not to exceed as listed below:

Descriptions		**Fee Amount**	**Fee Type**	**Notes**
• Task 1	Preliminary Investigation Phase	$93,500	Lump Sum	
• Task 2	Final Design Phase	$875,400	Lump Sum	
• Task 3	Bidding/Procurement	$14,800	Lump Sum	
• Task 4	Construction Phase Services	$251,700	Lump Sum	See 2
• Task 5	Traffic Control Plans	$60,300	Lump Sum	
• Task 6	Storm Water Pollution Prevention Plans	$8,000	Lump Sum	
• Task 7	TxDOT Approvals/Permitting	$5,000	Hourly NTE	See 1
• Task 8	Railroad Approvals/Permitting	$10,000	Hourly NTE	See 1
• Task 9	Subsurface Utility Engineering (SUE)	$179,100	Lump Sum	
• Task 10	Surveying Services	$71,500	Lump Sum	See 3
• Task 11	Environmental Services/USACE permit	$18,700	Lump Sum	See 3
	Total	**$1,588,000**		

Notes:

1. Hourly services will be billed in accordance with the attached hourly rate schedule "Binkley & Barfield | DCCM, Infrastructure Division, 2022 Billable Rates by Classification"
2. Construction phase services compensation is based on a construction duration of 240 calendar days from NTP to completion
3. Includes 10% coordination fee
4. The entire length of the project is 13,300 linear feet from the Jefferson WTP to the Lyon Street GWST. The west segment comprises 8220 linear feet of water main replacement, two railroad crossings requiring UPRR approval and permit, the I35 highway crossing requiring TxDOT approval and permit, and the Zacate Creek crossing requiring a USACE permit if open cut construction is utilized.

Binkley & Barfield | DCCM

Infrastructure Division

2022 Billable Rates by Classification

Classification	Unit	Billable Rate
Principal	Hour	$300.00
Sr. Project Manager	Hour	$274.00
Project Manager	Hour	$239.00
Structural Engineer	Hour	$212.00
Construction Manager	Hour	$212.00
Sr. Process Mechanical Engineer	Hour	$207.00
Sr. Project Engineer	Hour	$179.00
Project Engineer	Hour	$152.00
Field Engineer	Hour	$165.00
Electrical & Instrumentation Engineer	Hour	$179.00
Engineer Technician	Hour	$149.00
EIT II	Hour	$137.00
Graduate Engineer/EIT I	Hour	$120.00
Structural Inspector	Hour	$137.00
Construction Observer/Sr. Inspector III	Hour	$137.00
Construction Observer/Inspector II	Hour	$127.00
Construction Observer/Inspector I	Hour	$104.00
Sr. Designator	Hour	$115.00
Designator	Hour	$99.00
Sr. Utility Coordinator	Hour	$166.00
Utility Coordinator	Hour	$145.00
Production Manager	Hour	$224.00
Production Technician	Hour	$93.00
Sr. Electrical Designer	Hour	$156.00
Sr. CADD/Designer	Hour	$159.00
CADD/Designer	Hour	$134.00
CADD Technician	Hour	$110.00
Sr. Clerical/Administrator/Document Specialist/Recordkeeper	Hour	$94.00
Clerical/Administrator	Hour	$87.00
3D Modeling	Day	$901.00

**These rates are subject to a Consumer Price Index (CPI) adjustment.*

Direct Expenses

1. Subconsultant, reproduction, delivery, and other associated expenses shall be reimbursed at cost plus 10%.

2. Mileage shall be reimbursed at the current federal rate as published by the IRS.

Exhibit "D"
Compensation Additional Professional Services

36-inch Transmission Main (West Segment)
Jefferson WTP to East of Zacate Creek

Project: Provide engineering and surveying services to the City of Laredo (City) in connection with the design of the replacement of the existing 36-inch water transmission main west segment. The existing main for this segment extends from the Jefferson Water Treatment Plant within the Constantinople and Jefferson Street rights-of way to just east of Zacate Creek at W. Frost Street. The new 36-inch replacement line will be designed in an alignment to be determined based on the extent of utility conflicts and constructability within a corridor identified in the preliminary investigation phase. The terminus of the project east of Zacate Creek will be based on an agreed upon location determined by the City and the east segment consultant.

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 for the services as set forth below. These additional services and the compensation to be paid by the City to the Consultant for their performance when authorized in writing by the City Engineer are set forth as follows:

1. Assistance to the City as an expert witness in any litigation with third parties, arising from the development or construction of the project including the preparation of engineering data and reports. The Basis of Compensation for the following Additional Services shall be:
    A. Negotiated hourly rate for testimony of principals.
    B. Salary cost times a multiplier of 2.6 for services other than testimony of principals.
    C. Reimbursement for non-labor expense and subcontract expense at invoice cost plus a 10% service charge. The basis of compensation for the following additional services shall be based on an amount renegotiated (fixed fee) through an agreement with the City.
2. Restaking all destroyed hubs and checking alignment of existing hubs. Elevations of all hubs shall be re-established. Restaking shall be done as required, and a cut sheet based on such restake shall be prepared.
3. Preparation of all applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
4. Revising previously accepted studies, reports, design documents, or Contract Documents when such revisions are due to causes beyond Consultant's control.
5. Preparing documents for alternate bids requested by the City.
6. Investigations involving detailed consideration of operations, maintenance, and overhead expenses.
7. Providing value engineering during the course of design.
8. Preparation of feasibility studies not required in the base contract.
9. Cash flow and economic evaluations, rate scheduled, and appraisals.
10. Detailed quantity surveys of material, equipment, and labor.
11. Audits and inventories required in connection with construction performed by the City.

12. Services after the award of each contract in evaluating substitutions not specified in and “or equal” proposed by the Contractor(s) as authorized by the City.
13. Making revisions to Drawings and Specifications occasioned by substitutions.
14. Services during out-of-town travel required of Consultant.
15. Additional services during construction made necessary by:
    A. Work damaged by fire or other cause during construction.
    B. A significant amount of defective or neglected work of contractor(s).
    C. Acceleration of the progress schedule required by the City involving services beyond normal working hours, and
    D. Default by Contractor(s).
16. Preparation of operating and maintenance manuals.
17. Additional or extensive assistance after initial start-up in the utilization of any equipment or system (such as post initial startup testing, adjusting, and balancing).
18. Training personnel for operation and maintenance.
19. Services after the completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantee called for in any contract for the Project.
20. Actual performance of test borings and other soil or foundation investigations and related analysis.
21. Detailed mill, shop and/or laboratory inspection of materials or equipment.
22. Additional copies of reports, drawings, and specifications over the number specified in the base contract.
23. Providing renderings or models for City use.
24. Project aerial mapping.
25. Surveying services other than those required for the successful completion of the design of the project.
26. Boundary and utility easement surveys.
27. Retaining of outside consultants for geotechnical and/or environmental services including 404 permit submittals to USACE.
28. Hydrologic & Hydraulic &H&H) studies, drainage design, and FEMA related approvals.
29. Transient analysis is not included in the design as it would need to cover the entire pipe length from the Jefferson Water Treatment Plant to the Lyons South Booster Station. This scope could be completed by a subconsultant if requested.
30. Cathodic protection is not included in the design as it would be more cost effective for the entire pipe length from the Jefferson Water Treatment Plant to the Lyons South Booster Station. This scope could be added and completed by a subconsultant requested.
31. The geotechnical investigation for the project will be contracted directly with the City, however, could be completed by a subconsultant if requested. It is critical that selection of the geotechnical consultant be made by the City prior to the NTP issued for this project in an effort to maintain the project schedule. We recommend that the Binkley & Barfield team coordinate the scope and fees with the geotechnical consultant upon selection by the City to ensure all elements are included for the project design.

EXHIBIT E
CITY OF LAREDO
INSURANCE PROVISIONS AND LIMITS

Contractor shall provide and continuously maintain the minimum insurance coverages set forth below during the term of its agreement with the City of Laredo; and Contractor shall require its subcontractors to purchase the same types and amounts of insurance, at a minimum, as set forth below with respect to statutory workers' compensation and liability insurance.

1. Commercial general liability standard ISO insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include: products/completed operations ($2,000,000 products/completed operations aggregate); XCU (explosion, collapse, underground) hazards; and contractual liability. Without limitation, the commercial general liability coverage must cover all operations required in the contract, as well as contractual liability for the indemnity obligations assumed by the Contractor in the contract. Coverage must be written on an occurrence form.

2. Workers' compensation insurance at statutory limits, including employers' liability coverage at minimum limits of $1,000,000 each-occurrence, each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

3. Commercial automobile liability insurance at a minimum combined single limit of $1,000,000 per-occurrence for bodily injury and property damage, including non-owned and hired car coverage and owned vehicles if any are owned.

4. Umbrella liability or following-form excess liability at minimum limits, reference page four for project costs over $1,000,000. Coverage must be at least as broad as the underlying commercial general liability, auto liability, and employer's liability.

5. Pollution Legal Liability if applicable:

    a) Project costs over $1,000,000; reference page four for limits.
    b) Contractors Pollution Liability:
        - Applies to operations that include the use, application, or consumption of pollutants.
        - Retro date shall not be later than the inception date of contract.
        - Contractual liability coverage to be included in contractor's pollution liability coverage.
    c) Environmental Liability:
        a. Applies to asbestos and removal of other hazardous materials and/or repair, maintenance, installation, construction operations that are high hazard.
        - $5,000,000 per- claim/$10,000,000 aggregate minimum.
        - Retro date shall not be later than the inception date of contract.
        - Contractual liability coverage to be included in contractor's pollution liability coverage.
        - At a minimum, coverage must apply to on-premises and transit operations.

6. Professional liability applies to professional services which include but are not limited to design build contractors, engineers, and architects at minimum limits of $1,000,000 per-claim/$2,000,000 annual aggregate. The retro date shall not be later than the inception date of the contract. Reference page four for limits based on project cost.

7. Builders Risk if applicable:

    a) "All-risk" including collapse, flood, and earthquake, to be written on completed value form.
    b) Coverage to include limits of at least $250,000 for off-premises storage and transit of construction materials. Soft costs to be included at a minimum limit of $500,000.
    c) Thirty (30)-day occupancy clause to apply.
    d) No testing exclusion should apply.

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

1. City of Laredo shall be named as an additional insured on a primary and non-contributory basis, regardless of the application of other insurance, with respect to all liability coverages, except for the professional liability and workers' compensation.

2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.

3. A waiver of subrogation in favor of City of Laredo shall be contained in all policies.

4. All insurance policies shall be endorsed to require the insurer to immediately notify City of Laredo of any material change in the insurance coverage.

5. All insurance policies shall be endorsed to the effect that City of Laredo will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.

6. The additional insured coverage in the CGL policy in favor of City of Laredo must apply to the ongoing operations of Contractor for contract costs or up to $1,000,000 and expanded to include products/completed operation for contract costs in excess of $1,000,000.

7. Required limits may be satisfied by any combination of primary and umbrella/excess liability insurances.

8. Contractor may maintain reasonable and customary deductibles, subject to approval by City of Laredo.

9. Insurance must be purchased from insurers that are financially acceptable to City of Laredo with a minimum *A.M. Best* financial rating of A-:VII.

10. Coverage for commercial general liability, professional liability, and pollution legal liability must be maintained for at least one (1) to two (2) years after the project is completed.

11. For projects in excess of $10,000,000 in cost, a per-project aggregate limit must be included in the commercial general liability.

All insurance must be written on standard ISO or equivalent forms. Certificates of insurance shall be prepared and executed by the insurance company, or its authorized agent, shall be furnished to City of Laredo within five

(5) business days of being notified of the award of the contract, and shall contain provisions representing and warranting the following:

- Shall set forth all endorsements and insurance coverages according to requirements and instructions contained herein.

- Shall specifically set forth the notice-of-cancellation or termination provisions to City of Laredo.

- Copies of all required endorsements must be attached to the certificate of insurance. The certificates of insurance must be updated and resubmitted to the City of Laredo to show renewal coverages, as applicable, at least thirty (30) days prior to expiration of any one or more policies.

Upon request, Contractor shall furnish City of Laredo with certified copies of all insurance policies.

All of the above insurance provisions and limits are the minimum requirements, as referenced, and may be modified at the sole discretion of the City of Laredo.

Deleted the bond requirement, as does not apply to professional service contracts.

CITY OF LAREDO
INSURANCE PROVISIONS AND LIMITS

CONTRACT COST	TYPE OF INSURANCE	LIMITS
Less than $1,000,000	Umbrella Liability Professional Liability	Not Required $1,000,000 Per-Claim/ $2,000,000 Aggregate
$1,000,000 to $5,000,000	Umbrella Liability Professional Liability	$4,000,000 Per-Occ $1,500,000 Per-Claim/ $3,000,000 Aggregate
$5,000,000 to $10,000,000	Umbrella Liability Professional Liability	$9,000,000 to $10,000,000 Per-Occ $1,500,000 Per-Claim/ $3,000,000 Aggregate to $2,000,000 Per- Claim/$4,000,000 Aggregate
Over $10,000,000	Umbrella Liability Professional Liability	$10,000,000 or Higher $2,000,000 Per-Claim/ $4,000,000 Aggregate or Higher
$1,000,000 to $10,000,000	Contractor's Pollution Legal Liability	$1,000,000 Per-Claim/ $2,000,000 Aggregate
Over $10,000,000	Contractor's Pollution Legal Liability	$2,000,000 Per-Claim/ $4,000,000 Aggregate
	TAIL COVERAGE	
$1,000,000 to $5,000,000	Commercial General Liability, Professional Liability, and Pollution Legal Liability	One (1) Year
Over $5,000,000	Commercial General Liability, Professional Liability, and Pollution Legal Liability	Two (2) Years
Any Contract Size	Hazardous Environmental Work	Two (2) Years

Staff Report 78.

City Council-Regular

Meeting Date: 07/18/2022

Initiated By: Samuel K. Selman, Interim City Manager
Initiated By: Rosario C. Cabello, Deputy City Manager;

Staff Source: Jose F. Castillo, Acting Finance Director

SUBJECT

Presentation of the Plan of Finance by Noe Hinojosa of Estrada-Hinojosa & Company, Inc., as it relates to various proposed bond issuances, with possible action.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

N/A

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Approve Plan of Finance

Fiscal Impact

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

N/A

Staff Report 79.

City Council-Regular
Meeting Date: 07/18/2022
Staff Source: Miriam Castillo

SUBJECT

Report on the successful close-out of the City's second Small Business Grant Program of $2 million in partnership with LiftFund, and any other matters incident thereto. Funding for the program was approved by Council on 11/01/2021 from the City's American Rescue Plan appropriation and helped provide funding to small and micro businesses that continued to face challenges as a result of the pandemic.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

Council approved to appropriate the $2M from the City's American Rescue Plan appropriation in November 2021.

BACKGROUND

While although this is the second small business grant program, it is the third small business support program overall sponsored by the City and in partnership with LiftFund.
1. First small business grant program ($1.9M) - 2020
2. Zero percent loan program ($1M) - 2021
3. Second small business grant program ($2M) - 2022

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

N/A

Fiscal Impact

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

FINANCIAL IMPACT:

N/A - program is closed out

Attachments

Program Final Report Breakdown

Program Final Report

Laredo Grant	Grand Total
# Applications	*272*
Amount Requested by Applicants	$ -
# Applications removed from pipeline, Criteria Not Met after review	*50*
# Applications, no Recommended Amount yet	272
Approval Pending (#)	0
Approval Pending ($)	$ -
Grant Award Pending (#)	203
Grant Award Pending ($)	$ 2,185,000
Award Funding Requested (#)	0
Award Funding Requested ($)	$ -
Award Finalized # (Docusign Complete)	184
Award Finalized (DocuSign Complete)	$ 1,840,000
Funding Complete (#)	184
Funding Complete ($)	$ 1,840,000
Total Applicants in Grant Award Pipeline	203
Total Amount of Grant Award in Pipeline	$ 2,185,000
Total Amount Approved &/or Funded	**184**
Total Amount Approved &/or Funded	**$ 1,840,000**

All Applications

Gender	Grand Total
Female	41%
Male	59%
	100%

All Applications

Race/Ethnicity	Grand Total
Asian	1%
Hispanic Origin	95%
Other Minority	0%
White	2%
African American	1%
	100%

All Applications

Veteran Status	Grand Total
Veteran	3%
Spouse of Veteran	2%
Non-Veteran	95%
	100%

* Total amount requested by the applicants (but not the actual amount to be awarded)

* amount suggested but waiting for approval

* approved / no funding request sent to accounting yet

* amount approved but not yet queued for funding (waiting on Docusign)

*grant awarded and queued for funding

* fully funded and awarded to applicant

*includes those waiting for approval

Funded Recipients

Gender	Grand Total
Female	46%
Male	54%
	100%

Funded Recipients

Race/Ethnicity	Grand Total
Asian	2%
Hispanic Origin	95%
Other Minority	1%
White	1%
African American	1%
	100%

Funded Recipients

Race/Ethnicity	Grand Total
Veteran	3%
Spouse of Veteran	2%
Non-Veteran	96%
	100%

All applicants

Row Labels	Count of Zip Code (Business)
78040	47
78041	92
78043	26
78045	83
78046	24
Grand Total	**272**

Approved applicants

Row Labels	Count of Zip Code (Business)
78040	33
78041	60
78043	20
78045	53
78046	18
Grand Total	**184**

Created On	Business Name	Full Name	Business Email	Main Phone (Business)
3/14/2022	LAREDO SENIOR THE	Juan Castillo	jcastillo643@hotma	956-645-2809
3/15/2022	Laredo Vapor Land, I	Ramon Hernan	vaping@laredovapo	956-334-1393
3/16/2022	BLR Logistics LLC	Roberto Rodrig	bobliz.rdz956@gma	956-337-6534
3/16/2022	A&K World Class Dri	Sinneh Koroma	sinnehkoroma@gm	956-337-1025
3/17/2022	VISION OIL AND GAS	RODOLFO TIJEI	SAPSA@SBCGLOBAI	956-728-7257
3/17/2022	911 Yoga LLC	Jean Bernard H	admin@911-yoga.c	956-774-2349
3/22/2022	Cakes of Glory	Isaac Guerra	isaac_sly@icloud.co	956-516-1050
3/22/2022	Toodope LLC	David Perez	dave@toodopebran	956-285-7673
3/24/2022	Rocha's Bar and Grill	Luis Rocha	ROCHASBARANDGR	512-586-5662
3/28/2022	Garza Accounting Pr	Raul Garza	raul@gap-cpa.com	956-206-6738
3/28/2022	Marcel Enterprises II	Eduardo Marin	fuddruckersm@net	956-206-0405
3/29/2022	JK Manufacturing Inc	Rachel Kirkpatr	support@kirkpatricl	210-213-5066
3/30/2022	AUTO TECH ELECTRC	WALTON GUEF	waltonguerrero1@g	956-251-6938
3/31/2022	D-Line Operations In	Ramon Domin	d-lineoperations@h	956-235-6381
3/31/2022	P & A PROFESSIONA	MERCED PENA	merced@penanco.c	956-796-1040
3/31/2022	Gerardo Castellanos	Gerardo Castel	gerardo.castellanos	956-242-8800
3/31/2022	Divinas Manos Hom	Armando Villar	divinasmanoshomel	956-740-7805
4/1/2022	Lozano Travel LLC	Wenceslao Loz	lalo@lozano.com	956-206-0169
4/1/2022	Miguel A. Chavez, PC	Miguel Chavez	miguel@cpachavez.	956-701-3971
4/1/2022	Burgerim	Oscar Garcia	oscargarcia2005@h	956-251-5317
3/14/2022	Myreida's Linens LLC	Myreida Salina	iker.sebastian1@ya	956-237-8480
3/15/2022	PRO MEGA CORPOR	Nora Flores	nora@promegaonli	956-740-9888
3/25/2022	Vector Janitorial	Victor Navarro	vectorjanitorial@gn	956-324-4273
3/25/2022	Scissors Palace Jacar	Victor Navarro	scissorspalacejac@g	956-324-4373
3/30/2022	BTLOGISTICS	Jorge Salinas	JORGESALINASJAIM	956-236-9483
3/31/2022	Vi-Sa Xpress Inc.	Victor Gonzale	visaxpress20@gmai	956-744-0255
3/31/2022	Vi-Sa Xpress Inc.	Victor Gonzale	visaxpress20@gmai	956-744-0255
4/1/2022	Vi-Sa Xpress Inc.	Victor Gonzale	visaxpress20@gmai	956-744-0255
4/1/2022	GTS FORWARDING II	Ricardo Ortega	admon.laredo@gru	956-568-5089
4/1/2022	Level Up Laredo	Maribel De La I	missmari0022@gma	956-324-1399
3/15/2022	Poli-Oli Inc.	HALIMA AHME	halimakahmed786@	956-334-5049
3/15/2022	Selma D Martinez Re	SELMA MARTI	selma@pbipropertie	956-286-3223
3/15/2022	XCLD DEALER TRANS	Fanny Mata	fanny_mata2000@y	956-898-6717
3/18/2022	Texas Parade Associa	Rene Cardona	vparade12@yahoo.	956-480-3364
3/24/2022	Magic Times Child Ca	SARA SALDANA	threegdm@yahoo.c	956-286-8623
3/31/2022	Casa El Milagro	Mirtha Escobe	escobedomirtha@y	956-206-5388
3/31/2022	Emanul LLC	Jose Perez	tberenice34@gmail	956-337-5580
4/1/2022	KD BUSINESS SOLUT	Kelley Garcia	kelleyrwalters@gma	956-844-6107
4/1/2022	Mayela's Healthy Clu	Maria Ramos	mayelar1964@hotn	956-754-9301
3/14/2022	Monica L. Becerra, R	Monica Becerr	monab73@gmail.co	956-744-9116
3/15/2022	Empowered Innovat	Sarah Gomez	info@loveeats.co	956-774-4842
3/16/2022	Diana Villaveces	Diana Villavece	eddreswat@gmail.c	205-341-7086
3/16/2022	Border Plastics of La	Lizandra Palma	garza_lizandra@hot	956-237-0092
3/16/2022	Dollz Boutique	Angelica Rodrig	steph86tx@hotmail	956-319-0036
3/16/2022	Beautiful Skin	Ashia Forbes	ashiaforbes85@gma	616-930-2852
3/16/2022	A & c Laredo discour	Alejandra Cord	glzalejandra99@gm	956-334-0589

3/16/2022	Second chance	Yasaira Alvarac	sandovalyasaira85@	956-898-8691
3/17/2022	Black Casino LLC	Teresa Padilla	tere.opadilla@yaho	956-726-1812
3/18/2022	COOL GADGETS INC	Mayra Ortiz	mayramore86@gm	956-293-0378
3/18/2022	ALEDEL FITNESS BOU	Alejandra Delg	ale_delgado_@hotr	956-236-8477
3/18/2022	Laura's Income Tax S	Laura Jaramillo	laurasincometaxser	956-319-6356
3/18/2022	Academy of Young S	Karina Sanchez	d_karinaflower@ho	956-334-0342
3/19/2022	Fina's Cooking & Cat	Graciela Carrill	finascooking@gmail	956-436-2326
3/23/2022	Las Kekas Restauran	Teresa Martine	jeanbellizzia@yahoo	956-251-8289
3/23/2022	M & F Technologies,	Maria Perez	maryp8888@hotma	956-857-7766
3/23/2022	Bella's Beauty Suppl	Socorro Bella	bebellasupply@gma	956-645-8060
3/26/2022	Blue Bullet LLC	Carlos Macias-T	bluebulletfirearms@	956-220-4379
3/30/2022	ABJR KOLORS LLC	ANNA BAUTIST	anna_jar4@hotmail	956-701-9606
3/31/2022	Revival Resale	Stephanie Garz	stephaniejgarza@gr	956-286-9189
4/1/2022	Laredo Wildlife Park	Viridiana Gonz	viri_gonzalez90@hc	956-206-2810
4/1/2022	Yoga Yug	Claudia Garza	claudiag-4@hotmail	956-740-6291
3/14/2022	Smart Screen Service	Luis Castro Rio	smartscreentx@gm	956-771-9301
3/14/2022	LEBIRAM LLC	Maribel Garcia	lebiramgar08@yahc	956-774-5383
3/15/2022	Rubio Electric	Alfred Rubio	rubioelectric12@gm	956-722-3908
3/16/2022	GIP Enterprises, Inc.	Gerardo Palma	gpalma@gipent.con	956-326-5418
3/16/2022	OTRT INC.	EDUARDO MEI	LALADY-7@HOTMA	956-237-3718
3/19/2022	Geno's World of Kar	Eugenio Almen	genosworldofkaraol	956-206-7644
3/20/2022	Moreau Orthopaedic	Yvel Moreau	moreauorthopaedic	956-724-5666
3/22/2022	Bazzar International,	Mehran Esfand	bargaintshirt@aol.c	956-949-0603
3/23/2022	TRIPLE A PROMOTIO	Adolfo Martine	fitomassge@hotma	956-242-9814
3/25/2022	Momentum Running	Jorge Nazarin	momentumrunning	956-740-0815
3/26/2022	Fed Tax Pros, LLC	Ricardo Cortez	ceo@fedtaxpros.co	956-489-6360
3/28/2022	D & M Enterprise, LL	David Garza	bandshop@hotmail	956-235-1969
3/29/2022	SUNSHINE LITTLE SC	LIDIA MORALES	CHRBET10@HOTMA	956-286-2379
3/30/2022	Ailed Rodriguez Pere	Alled Rodrigue	ailedrod@gmail.con	956-337-7861
3/30/2022	J & E Bail Bonds	Elizabeth Ramo	eramos1981@yaho	956-754-9314
3/31/2022	Brakes Auto Parts	Sonia Garcia	soniamarlengarcia@	956-949-7555
4/1/2022	El Horno Pizzeria	Luis Eguia	jaez1963@hotmail.(	956-857-2110
3/15/2022	Los Carboncitos Carr	Erika Carranza	casasfinanciadas28(	956-415-3240
3/15/2022	Go Vend, LLC	Pedro Gonzale	pgonzalez2@stx.rr.c	956-645-9876
3/16/2022	Signature by Lorena	Lorena Rijos	rodriguezrivera.lore	386-627-5642
3/17/2022	Dance Expressions P	Cheryl Kirkpatr	cherryk2001@aol.c	956-724-5330
3/17/2022	L. Martinez Incomet	Leydiana Marti	martinezleydiana@	956-324-7211
3/23/2022	Laredo Jurassic Ente	ana torres	bam.torres@hotma	956-489-1810
3/31/2022	CFS Accounting Serv	Grace Decamp	gracedecamps@aol	956-220-9400
4/1/2022	South Texas Health S	Maria Villagran	sthscreening@hotm	956-237-5036
4/1/2022	Frank's Computer Re	Francisco Gonz	frank@frankscompu	956-267-4669
4/1/2022	Level Up Laredo	Maribel De La I	missmari0022@gm	956-324-1399
3/14/2022	street sweets & eats	aberdeem gon	streetsweetstx@gm	956-267-9861
3/15/2022	JVT Freight Carriers,	Javier Hernand	jhdz1966@hotmail.(	956-334-3365
3/15/2022	Tax Associates of La	Gustavo Herna	gustavo@gchaccour	956-290-9788
3/15/2022	Classic Tavern, Inc.	Victor Medina	erika.puerto@yaho	956-606-0721
3/15/2022	Allure Boudoir Photo	Kimberly Galle	allureboudoirbykim	956-206-9337

3/16/2022	Little Characters Day	Claudia Solis	littlecharacters_21@	956-337-8293
3/16/2022	Gorillas Garage Cent	daniel valderra	danielvalderrama55	956-754-2519
3/16/2022	IFIXPHONES, LLC	JORGE LIRA	IFIXPHONESLAREDO	956-539-9029
3/16/2022	Scissors Palace	Victor Navarro	scissorspalacetx@gı	956-324-4273
3/16/2022	Postos LLC	Platon Ostos	platonostos@gmail.	956-337-4606
3/17/2022	J&M TIRE SHOP	carlos jimenez	cj1512@live.com	956-786-0283
3/17/2022	RAM Consultants	Ramiro Monto	montoya_ramiro@h	956-236-9407
3/22/2022	Garcj-O Transportati	Jose Arturo So	arturogarcia.6831@	956-763-1288
3/22/2022	1802 Social House S	Amber Avis	amber@ambitiousn	956-693-9906
3/24/2022	Yoly's Cafe	Yolanda Santos	ygsantos@aol.com	956-645-6511
3/27/2022	Brewer Learning Sto	Sandra Morale	sism4969@gmail.co	956-763-4096
3/28/2022	Laredo Muffler Shop	Juan Gutierrez	dianamartinez152@	956-722-1522
3/29/2022	HEALTHY FOOD	MARIA MORAL	luisamorales97@gn	956-231-8614
3/30/2022	HUMBERTO'S PAINT	Humberto Johr	humbertojohnson18	956-324-5734
3/31/2022	Mama Ciras Restaur	leticia martine	mamacirasrestaurar	956-480-1181
4/1/2022	Bella Bella's Fashion	Belinda Llanes	belinda1281@gmail	956-608-9234
4/1/2022	Rolando's Restauran	Rolando Sauce	rolandosrestaurant1	956-693-8044
3/14/2022	SnapAPic Photo Boo	Erika Santos	snapapicphotobootl	956-462-4108
3/15/2022	Clementine's Kitcher	Vanessa Ramir	clementineskitchen	956-740-4464
3/15/2022	Fito's Asador	Rodolfo Vazqu	autornet@hotmail.c	956-949-6670
3/15/2022	Spyderjump of Larec	Gabriela Maya	jaligny@gmail.com	956-206-9544
3/16/2022	Productos Dona Blar	Naomi Mercad	productosdonablan	956-237-9234
3/17/2022	G&F transport LLC	Francisco Zam	gftransport2022@g	956-251-1741
3/18/2022	Castillito's Day Care	Olga Castillo	olga_lidia.c@hotma	956-290-4658
3/18/2022	Ceci Fashion Usa Inc	Hyo g Park	ceci.younghee@gm	956-342-1588
3/19/2022	On Pointe Dance We	Victor Benavid	onpointedance6@g	956-473-9503
3/22/2022	Ugalde Overhead Dc	Jose Ugalde	e.ugalde14510@gm	956-645-7574
3/23/2022	Kreationz, LLC	Raj Moorjani	rkmoorjani@yahoo.	956-206-8317
3/23/2022	Nava transportation	Brian Navarro	navatransportation2	956-286-5207
3/24/2022	Casa De Nuestra Ger	Marcela Trevin	casadenuestragente	956-753-6493
3/27/2022	Athena's Texas Servi	Yolanda Garcia	soccer_is_passion@	956-764-9525
3/28/2022	Power Shades	Ruben Guerrer	power_shades@out	956-401-4951
3/29/2022	Bright Star Service Ll	Ruben Cantu	laredo.office@mrel	956-508-8200
3/29/2022	Laredo Cycles II	Jose Luis Flores	laredocycles@yaho	956-645-9116
3/30/2022	Garten City Landscap	Berman Rivera	berman@riveralang	512-934-8332
3/31/2022	Raz Welding Co.	Raul Raz	MARTHASANCHEZ1	956-645-1522
3/31/2022	NCT TRANSPORT	NOE TREVINO	ntrevino11@stx.rr.c	956-473-9442
4/1/2022	Los Olvidados	Alfredo Rangel	losolvidadosltx@gm	956-615-3079
4/1/2022	Rivas-Martinez & As	Andres Rivas C	drarch@gmail.com	956-740-8424
4/1/2022	TRIPLE R CARRIERS II	Roberto Perez	triplercarriersinc9@	956-489-9759
3/15/2022	BNCS, INC.	Nora Flores	thenoraflores@gma	956-740-9888
3/15/2022	Bronze Ventures LLC	Juan Rodriguez	bronzebuilders@ou	956-740-8683
3/15/2022	JABK Homes	Jorge Barrera	jabkhomes5@gmail	956-482-4507
3/16/2022	J.S. Imperio Construc	Joshua Soto	josh@jsimperio.com	956-639-6460
3/18/2022	Vidal Motor Sales	SANLUCAS ROI	CRDZ8534@GMAIL.	956-235-1476
3/23/2022	4:13 Enterprises LLC	Jessica Garcia	the.sports.center@l	956-717-3323
3/23/2022	1st Choice Air Condi	Gerardo Busta	bustamantejerry@g	956-602-6954

3/29/2022	X-Trim Cuts	Martha Canale	marthac528@yahoo	956-725-9184
3/31/2022	Vi-Sa Xpress	Victor Gonzale	visaxpress20@gmai	956-744-0255
3/15/2022	Juan L Hernandez Ve	Juan Luis Herna	Gladiola651206@gr	956-482-4792
3/16/2022	J G METRO AUTO SA	Jorge Gutierrez	jgmetro2000@msn.	956-693-7744
3/16/2022	H & A Professional	Juan Lozano	hugo.lozanosegura@	956-744-6002
3/17/2022	The Barber Educatio	Wendy Hernan	jh@thebarbereduca	956-763-5551
3/17/2022	Asociados DJLS, LLC	SHEILA MURILL	sheilagarayep@hotı	956-220-3156
3/17/2022	Alen Embroidery, Ltc	Alma Narvaez	anarvaez@falconba	956-237-0212
3/18/2022	Wings Route LLC	Claudia Ortega	rhgroup37@gmail.c	956-775-0672
3/20/2022	MAGIK TOUCH BUILI	John Johnson	magiktouch@sbcglc	956-740-1157
3/24/2022	RE Santos Investmer	Ernesto Santos	santosinc@me.com	956-744-1859
4/1/2022	My Kids Learning Ce	Paula Hernand	mykidslrnctr@gmail	956-480-8248
3/15/2022	Programming 3PL, LI	Myriam Carder	myriamc@p-3pl.cor	956-206-7527
3/19/2022	Avanti	Ana Cervantes	avanti.modelaje@h	956-949-2750
3/23/2022	ScorpioC LLC	Jose Cerda Jr	jlcerdajr@gmail.con	956-244-0753
3/28/2022	URBINA EXPRESS INC	EDGAR URBINA	urbinaexp@outlook	956-489-3306
3/15/2022	Grow Laredo	David Vasquez	gbmworldwide@gm	956-744-5274
3/15/2022	Ruiz Training Center	Jorge Ruiz	ruiztrainingcenter@	956-789-3749
3/15/2022	ISA FORMARDING PT	JUAN ROJO	grupo_orion@prodi	956-962-4078
3/15/2022	Alejandra's Day Care	Rosa Valenzuel	rvalenzuela6334@g	956-334-5084
3/15/2022	Big Boyz Pressure W	Julio Domingue	bigboyzpressurewas	956-282-6767
3/16/2022	MOZAR TEXAS FREIC	Marianela Garc	mozartexas@gmail.	956-269-7770
3/16/2022	Transportes Medina	Avelina Silva	conysylva@yahoo.c	956-774-5299
3/16/2022	JH Transport	Jaqueline More	Jackiegiselle@yahoo	956-740-9195
3/18/2022	Ultimate surface cle	Jose Lopez	ultimatesurfaceclea	956-337-0833
3/20/2022	Fresh Snacks, LLC	Dora Rodrigue	freshsnacksoflaredo	956-754-0767
3/21/2022	Organic Man Coffee	Julio Venegas	organicmancoffeetr	956-324-6004
3/22/2022	Natural Beauty	Karla Gutierrez	deftones_klgp@hot	956-949-5330
3/28/2022	GLOBAL IMPERIUM (	RICARDO ORTE	administration@glo	956-324-6328
3/28/2022	CRANE WELDING SEI	Omar Garza	Horseman65weldin	956-744-1785
3/29/2022	WHITE BULLS TRUCK	Federico Mora	whitebullstrucking@	956-724-2688
4/1/2022	IMC TRUCKING LLC	PETRA REYES	irene-0730@hotma	956-898-5375
3/14/2022	Las Margaritas Slush	Lorenzo Diaz II	lenchohoo@yahoo.(	956-701-8940
3/16/2022	MMB, L.L.C. DBA Fir	Irma Barragan	marioalbertobarrag	956-473-9519
3/18/2022	Better State Bargain	Maria Rodrigue	betterstatebargains	956-413-4514
3/21/2022	RC Trucking	Reinaldo Gonza	renalds2968@gmail	956-635-9373
3/24/2022	Salinas Transportatic	Adalberto Salir	salinasts316@gmail	956-236-9087
3/24/2022	MAMBO'S SPORTS P	Olivia Gonzalez	gonzalezolivia81@y	956-740-8662
3/24/2022	Little Buddies Child (	Maria Torres	conytusa@yahoo.cc	956-319-5615
3/25/2022	M&L SIGNS	Maria Munoz	diseno.bocetos@gm	956-949-0576
3/29/2022	RBGM Group Inc	ROSA SANTIZO	rosy5398@gmail.co	956-235-0869
3/29/2022	Border Fire & Safety	Gustavo Rendc	borderfiresafetyinc(	956-791-1176
3/30/2022	Hair Sensations	Mary Lou McB	benlaredo@hotmail	956-206-9269
3/31/2022	Fitness Evolve	Samuel Mende	samo@fitnessevolv	956-337-1482
3/31/2022	Ihaul4u Llc	Azalia De la Ga	ihaul4uservice@gm	956-775-1640
4/1/2022	Oh My Dog Pet Bout	Arnulfo Mena	omd.boutique@gm	956-286-8363
4/1/2022	GUAJARDO AND SON	EDUARD GUAJ	guajardoandsonsen	956-319-6838

4/1/2022	MONTEMAYOR BRO	GERARDO MOI	jerry_42_x@hotmai	956-237-7846
4/1/2022	Jujuice LLC	Felipe Godina	info@jujuicecoldpre	956-693-9902
3/14/2022	Carrera's Rapid Tran	Manuel Carrer	carrerarapidtranspo	956-962-3326
3/15/2022	Priority EMS, LLC	Jorge Delgado	admin@PriorityEMS	956-251-5318
3/15/2022	Faith Carriers LLC	Eusebio Gutier	faithcarriersllc@out	956-238-2011
3/16/2022	SM CONSTRUCTION	SERGIO MANR	madel55@live.com.	956-334-2896
3/17/2022	VARS Furniture and	Valente Arroyo	vars.furniture.app@	956-608-1860
3/17/2022	Vector Group LLC	Armando Casti	armandocastillo84@	956-516-8521
3/18/2022	Soto Distribution Ser	Arturo Soto	sotodistribution02@	956-725-1520
3/22/2022	Charly Transportatio	Juan Garcia	management@char	956-552-3691
3/22/2022	Vázquez general ser	Francisco Vazq	kikapako09@gmail.	956-286-9639
3/29/2022	Solano Electronics	Arturo Solano	maribeell67@gmail.	956-324-6451
3/30/2022	Optimum Distributio	Mario Rodrigue	marodriguez@mard	956-235-5053
3/29/2022	Debaneth, INC	Saul Rodriguez	DEBANETH777@GM	956-645-0249
3/30/2022	Vivid Drone Solution	Jaime Ramirez	jaime@vividdrones	956-645-8780
4/1/2022	DJ Hauling Express, L	Daniel Juarez	DJ5850801@GMAIL	956-265-2165
3/16/2022	Rodriguez Welding S	Ernesto Rodrig	Rodriguezwelding@	956-763-3140
3/16/2022	Jesus S Sanchez, CHI	jesus sanchez	jsanchez@aaesquiv	956-237-4474
3/17/2022	JL Garcia Insurance	Jose Garcia	josel1106@gmail.cc	956-857-5573
3/17/2022	CONNECTIONS	Maritza Saucec	maritza.saucedo@li	956-723-8807
3/21/2022	BELLA VITA LASHES,	Melissa Noyola	melheredia@gmail.	830-968-8337
3/22/2022	DaJa Trucking	David Carrillo	carrillo.david87@ya	956-857-1264
3/23/2022	Angel Care Ambulan	Angel Garcia	acareambulance20(	956-763-3590
3/24/2022	Jenesis Emergency S	Veronica Mala	ronniemalacara@ya	956-712-3326
3/24/2022	Oriental Acupunctur	Jose Martinez	adrian1mtz@yahoo	956-728-8854
3/29/2022	EG PROFESSIONAL S	EMILIA DIAZ	emilia@egprofessio	956-251-5482
3/30/2022	THE CHLORINE CON	Ricardo Rodrig	ricardoarod@yahoo	956-236-3675
3/30/2022	Laredo Parcel Servic	Juan Gonzalez	lps519@icloud.com	956-337-5255
4/1/2022	Unlimited Forwardin	Adriana Rodrig	adriana@unlimitedf	956-791-0435
4/1/2022	Laredo Talent Socce	Steve Su	chivas.laredo@gma	956-237-9229
4/1/2022	13th West Media	Luis Tienda Jr	13thwestmedia@gr	956-319-8542
4/1/2022	DELGADO CARRIERS	NANCY GORDI	NANCY@DELGADO(	956-701-7120
3/16/2022	TMR Forwarding Inc	magdalena caz	m.martinez@tmrfo	956-235-1102
3/17/2022	Cavazos Auto Sales,	Ali Cavazos	cavazosautosalesinc	956-337-3530
3/18/2022	Galsan	Juan Galvan	galsanlogistics@out	956-415-1246
3/18/2022	Rmz Elite Hauling,LL	Felipe Ramirez	feliperamirez@rmze	956-441-5084
3/18/2022	South Texas Supervi	Sarah Smith Ga	stsvc.llc@gmail.com	210-414-1503
3/21/2022	Sunshine Academy L	Tania Galindo	sunshinekinderuno(	956-740-0522
3/22/2022	Papillo's	Daniel Martine	papillos.preschool@	956-791-8945
3/25/2022	HC Trucking DBA He	Herminio Carri	hctrucking10@gmai	956-235-0645
3/31/2022	JALPENOS P & W, LL	ROSA CUEVAS	info@jalapenos-pizz	956-235-3332
3/15/2022	Blooming Kids LLC	Araceli Chapa	bloomingkidsllc@gn	956-237-1249
3/15/2022	Charlie's Cigar Loung	Omar Ayala	omarayala668@gm	956-334-3879
3/16/2022	Creative Edifications	Arnoldo Gonza	arnoldoglz@hotmai	956-319-8767
3/17/2022	Adrian's Promotions	Hugo Peralta	hugoadrian68@yah	956-740-8227
3/17/2022	Alemar Enterprises I	Martin Martine	Martin941173@gm	956-285-6184
3/16/2022	Fenix Fire Systems, L	Alex Garces	Christian@Fenixfire	956-724-3777

3/15/2022	Casa Grace	CHI CHUNG	davidchung0806@g	956-754-0568
3/15/2022	Don Pablo's Restuar	Sheeyla Brisen	pablobriseno71855(	956-415-7188
3/15/2022	Zenitram Communic	Jose Martinez	novacomm@sbcglo	956-726-1600
3/16/2022	Nuts and Stuff	Juan Magana	maganajj@hotmail.(	956-285-7699
3/14/2022	John D Jordan CPA P	John Jordan	john@jjordancpa.cc	956-337-7768
3/14/2022	FRIENDLY CARE HON	DIANA CASTILL	dianaccardenas@ya	956-324-4537
3/15/2022	BENNY LOGISTICS LL	Urbano Mendc	DIRECCION@BENNY	956-740-7587
3/15/2022	GC Millennium Forw	Dora Guerra	gcmillenniumfwd@g	956-489-1067
3/20/2022	Dance World	Adriana Canale	danceworldlaredo@	956-436-8319
3/22/2022	EMMANUEL, INC	Robert Castillo	starbdance@gmail.(	956-725-7827
3/23/2022	Capstone Mobile Ge	Roberto Ramir	drramirez@att.net	956-286-7502
3/26/2022	Roma Valley Food Se	Monica Brito C	monica.castellanos(	956-283-6956
3/28/2022	LAREDO DISTRICT CC	LUIS BUENTELL	aurorasabinas83@y	956-319-8913
3/30/2022	BT LIGHTING	Jorge Salinas	BTL1@USA.COM	956-236-9483
3/31/2022	PERFORMANCE AIR	ROGELIO ARMI	AJMCPA@HOTMAIL	956-796-9292
4/1/2022	ABC HOME HEALTH	REYNALDO VAI	abchomehealth504(	956-324-4079
3/23/2022	PENA INTERNATION/	MARIO PENA S	susy@pena-lmd.cor	956-717-1644
3/25/2022	Southern Best Trans	Cesar Calvillo	cesar.calvillo@soutl	956-606-6555
3/29/2022	USAMEX Logistics, LI	Ruben Valdez F	ruben@usamex.con	956-723-0128
3/30/2022	CONTINENTAL LINK I	Oralia Lopez	ORALIAL@CONTINE	956-740-5440
3/30/2022	Small H & Co LLC	Adam Hernand	attomhernandez@g	956-744-2326
3/31/2022	Americorp Insurance	Maricela Garci	mgarcia@americorp	956-251-0513
4/1/2022	Moore Jewelers, LLC	Montgomery M	david.moorejeweler	956-724-5969
3/15/2022	Sweet Pastry Shoppe	Andria Elliott	sweetpastryshoppe	956-235-2301
3/16/2022	Civana Logistics LLC	Cynthia Maldo	payables@civanalog	956-235-4535
3/18/2022	PAER TRANSPORT IN	PATRICIA JASS(	PAERATRANSPORT@	956-744-5707
3/21/2022	Limitless Learning Ec	Ana Morales	ana012201@yahoo.	956-285-6922
4/1/2022	Stone Arte Internati	gabriel orozco	stonearteint@gmail	956-718-1974
3/16/2022	Ravaz Transfer LLC	Juan Ramírez V	juanantoniosantand	956-531-7017
3/16/2022	JIA Trucking LLC	Jose Saldivar	jiatrucking2019@gn	956-482-5228
3/18/2022	Q Transport	Jorge Quintanil	jorgeqch@yahoo.co	956-489-3621
3/21/2022	Galex Logistics LLC	Fernando Galir	fgalindo@hugogalin	956-237-8819
3/24/2022	Rooftop Lounge, Inc.	Jason Kirkparti	rooftoplounge@gm	956-337-7410
3/24/2022	FLASH INTERNATION	OLIVIA CAMBE	ceo@flashcarriers.c	956-635-8697
3/28/2022	International Tradin	Mario Rodrigue	aarodriguez@mard	956-724-1705
4/1/2022	HETZEN GROUP LLC	Luis Sanchez	w_sanchez1@hotm	956-596-2209
5/6/2022	Green Truck Express	LLC	greentruckexpressll	956-763-5988
3/31/2022	Myreida's Linens, LL	Myreida Salina	iker.sebastian1@ya	056-237-8480

Criteria Met	Previous Monthly Revenue	Current Monthly Revenue
	$21,256	$20,316
No	$0	$0
	$2,264	$14,255
	$28,180	$17,901
	$80,631	$16,443
	$7,852	$6,604
	$30,443	$34,971
	$87,718	$23,766
	$17,344	$73,992
	$80,320	$69,727
	$155,753	$80,201
	$29,254	$43,626
	$89,834	$104,951
	$90,954	$92,655
	$19,688	$20,411
	$2,595	$8,049
	$33,333	$26,667
	$67,256	$16,905
	$33,454	$44,913
	$10,700	$18,301
No	$23,622	$9,572
No	$20,303	$17,298
No	$121	$3,606
No	$11,015	$2,800
Yes	$5,467	$3,754
No	$2,381	$90
No	$2,381	$90
No	$2,381	$90
No	$76,588	$66,821
No	$328	$125
Yes	$24,165	$18,855
Yes	$12,281	$16,126
Yes	$2,951	$2,069
Yes	$3,115	$2,132
Yes	$2,277	$1,877
Yes	$2,251	$2,216
Yes	$7,819	$3,770
Yes	$46,575	$48,082
Yes	$1,440	$250
Yes	$3,824	$898
Yes	$1,401	$1,024
Yes	$5,950	$3,065
Yes	$3,029	$1,146
Yes	$39,720	$27,052
Yes	$6,023	$3,549
No	$0	$5,833

No	$1,675	$1,408
Yes	$30,720	$25,481
Yes	$6,139	$5,421
Yes	$3,510	$6,610
Yes	$15,755	$14,044
No	$0	$1,168
No	$2,115	$1,554
Yes	$23,521	$5,289
Yes	$1,398	$933
Yes	$16,723	$13,029
Yes	$0	$295
No	$388	$4,982
No	$3,799	$3,944
No	$1,100	$2,162
Yes	$960	$667
Yes	$4,000	$3,750
Yes	$6,238	$5,437
Yes	$10,558	$8,257
Yes	$14,720	$8,520
Yes	$14,909	$2,977
Yes	$208	$0
Yes	$0	$0
Yes	$1,931	$248
Yes	$5,502	$4,140
Yes	$70,076	$64,932
Yes	$10,246	$9,430
Yes	$9,396	$3,526
Yes	$5,860	$3,938
Yes	$5,996	$883
Yes	$3,099	$2,895
Yes	$2,128	$2,347
Yes	$5,224	$2,407
No	$1,780	$796
Yes	$2,065	$1,512
No	$208	$3,578
Yes	$1,209	$319
Yes	$1,993	$1,954
No	$256	$150
Yes	$1,095	$628
Yes	$3,184	$2,900
Yes	$1,684	$1,900
No	$328	$125
Yes	$518	$850
Yes	$7,057	$10,942
Yes	$1,900	$2,525
Yes	$7,024	$2,926
Yes	$3,929	$8,802

Yes	$16,010	$21,210
Yes	$2,153	$3,806
Yes	$3,272	$4,369
Yes	$11,015	$2,951
Yes	$23,327	$18,524
Yes	$2,665	$6,642
No	$658	$458
Yes	$16,621	$0
No	$208	$42
Yes	$10,002	$6,116
Yes	$1,719	$1,250
Yes	$4,500	$3,795
No	$154	$977
Yes	$960	$1,307
No	$0	$297
No	$2,083	$2,500
Yes	$6,579	$6,546
Yes	$1,445	$360
Yes	$2,281	$7,803
Yes	$2,342	$1,500
Yes	$6,667	$3,983
Yes	$12,641	$12,152
Yes	$12,052	$10,286
No	$3,529	$3,798
Yes	$9,028	$3,562
No	$27	$792
Yes	$6,484	$3,333
Yes	$3,268	$6,957
Yes	$0	$0
Yes	$33,565	$17,469
Yes	$8,629	$2,413
Yes	$0	$538
No	$0	$0
Yes	$3,459	$4,623
Yes	$367	$10,272
Yes	$11,294	$8,800
Yes	$0	$0
No	$583	$5,074
Yes	$2,821	$4,350
Yes	$14,581	$12,892
Yes	$2,268	$2,192
Yes	$1,108	$20,683
Yes	$0	$0
Yes	$22,984	$23,415
Yes	$17,063	$25,561
Yes	$32,749	$26,511
Yes	$5,916	$3,356

Yes	$14,155	$10,231
Yes	$2,381	$90
No	$7,425	$10,995
Yes	$36,248	$31,633
No	$222	$159
Yes	$16,929	$7,528
Yes	$4,544	$14,421
Yes	$22,843	$15,136
Yes	$0	$0
Yes	$13,970	$16,868
Yes	$4,222	$448
Yes	$11,092	$7,861
Yes	$0	$11,359
No	$5,659	$1,796
Yes	$2,865	$1,148
Yes	$1,497	$11,424
Yes	$2,670	$1,242
Yes	$1,270	$5,635
Yes	$11,335	$5,082
Yes	$6,545	$5,040
Yes	$29,542	$37,767
No	$0	$26,259
Yes	$1,583	$1,667
Yes	$16,341	$13,265
Yes	$5,637	$6,296
Yes	$27,789	$21,369
Yes	$9,572	$16,099
Yes	$9,949	$3,152
No	$3,475	$2,450
Yes	$4,800	$4,421
Yes	$35,165	$18,300
Yes	$8,497	$3,645
Yes	$8,946	$4,763
Yes	$19,383	$12,518
No	$720	$251
Yes	$8,060	$11,063
Yes	$2,734	$11,667
Yes	$25,893	$13,006
Yes	$7,470	$2,153
Yes	$8,345	$11,771
Yes	$4,630	$4,495
Yes	$9,872	$6,798
Yes	$15,767	$12,555
Yes	$0	$5,038
Yes	$2,254	$1,269
Yes	$3,496	$3,411
Yes	$2,247	$14,988

No	$3,351	$6,233
Yes	$15,080	$17,832
Yes	$4,217	$12,856
No	$0	$0
No	$0	$2,310
Yes	$4,893	$367
Yes	$3,927	$9,227
Yes	$2,386	$11,801
Yes	$6,195	$3,837
Yes	$141,891	$135,116
No	$104	$1,208
Yes	$3,574	$1,518
Yes	$48,312	$52,836
Yes	$15,284	$15,944
No	$331	$163
Yes	$4,917	$7,506
Yes	$15,185	$4,978
Yes	$3,037	$3,223
Yes	$1,546	$6,160
Yes	$2,522	$528
Yes	$60,156	$42,323
Yes	$8,298	$11,503
Yes	$65,193	$69,360
Yes	$27,568	$35,492
Yes	$2,056	$2,407
Yes	$23,629	$23,827
Yes	$2,164	$1,704
No	$239	$575
Yes	$63,922	$46,599
No	$2,100	$1,248
Yes	$5,076	$3,546
Yes	$98,252	$10,833
Yes	$22,538	$20,906
Yes	$53,889	$42,854
Yes	$2,009	$7,520
Yes	$6,270	$6,054
Yes	$5,843	$4,415
Yes	$57,628	$39,414
Yes	$10,258	$10,640
Yes	$7,989	$12,279
Yes	$47,410	$0
Yes	$22,000	$12,042
Yes	$8,156	$15,684
Yes	$36,727	$26,825
Yes	$17,961	$8,245
Yes	$38,776	$29,861
Yes	$36,355	$38,665

Yes	$12,317	$6,720
Yes	$10,841	$9,629
Yes	$51,383	$40,584
Yes	$5,575	$1,804
Yes	$16,783	$20,134
Yes	$39,163	$23,332
Yes	$2,126	$4,839
Yes	$2,971	$15,531
Yes	$847	$496
Yes	$36,000	$10,708
Yes	$10,275	$10,234
Yes	$85,461	$49,596
Yes	$57,391	$8,013
No	$5,417	$3,750
Yes	$42,413	$40,900
Yes	$66,277	$41,554
Yes	$120,159	$72,029
Yes	$27,331	$6,640
Yes	$85,918	$51,828
Yes	$58,412	$47,439
Yes	$2,443	$7,313
No	$30,520	$30,870
Yes	$134,707	$122,830
Yes	$12,192	$8,852
Yes	$5,750	$33,333
No	$22,407	$26,421
Yes	$32,834	$24,454
Yes	$17,456	$17,201
No	$17,289	$16,114
Yes	$1,871	$0
No	$9,904	$7,260
Yes	$0	$92,042
No	$48,845	$20,902
Yes	$158,552	$147,868
Yes	$86,206	$66,139
No	$16,538	$13,129
Yes	$32,213	$36,977
Yes	$11,603	$23,696

Percent Loss (calculated)	100% Documents	Business Ownership Type	Industry
4.42%		Limited Liability Company (LLC)	HEALTHCARE
0.00%		Limited Liability Company (LLC)	REAL ESTATE
0.00%		Sole Proprietorship	TRANSPORTA
36.47%		General Partnership	EDUCATION
79.61%		Limited Liability Company (LLC)	MINING, QU
15.89%		Limited Liability Company (LLC)	SERVICE
0.00%		Corporation	ACCOMODA
72.91%		Limited Liability Company (LLC)	RETAIL
0.00%		Limited Liability Company (LLC)	ACCOMODA
13.19%		Limited Liability Company (LLC)	FINANCE_IN
48.51%		Corporation	ACCOMODA
0.00%		Corporation	MANUFACTU
0.00%		Limited Liability Company (LLC)	SERVICE
0.00%		Corporation	UTILITIES
0.00%		Corporation	FINANCE_IN
0.00%		Sole Proprietorship	FINANCE_IN
20.00%		Limited Liability Company (LLC)	HEALTHCARE
74.86%		Limited Liability Company (LLC)	SERVICE
0.00%		Corporation	SERVICE
0.00%		Limited Liability Company (LLC)	ACCOMODA
59.48%		Limited Liability Company (LLC)	SERVICE
14.80%	Yes	Corporation	RETAIL
0.00%	Yes	Sole Proprietorship	SERVICE
74.58%	Yes	Sole Proprietorship	SERVICE
31.33%		Sole Proprietorship	TRANSPORTA
96.24%		Sole Proprietorship	TRANSPORTA
96.24%		Sole Proprietorship	TRANSPORTA
96.24%		Sole Proprietorship	TRANSPORTA
12.75%		Corporation	PROFESSION
61.83%		Sole Proprietorship	SERVICE
21.98%	Yes	Corporation	RETAIL
0.00%	Yes	Sole Proprietorship	REAL ESTATE
29.89%	Yes	Sole Proprietorship	SERVICE
31.56%	Yes	Sole Proprietorship	ARTS, ENTER
17.59%	Yes	Sole Proprietorship	EDUCATION
1.53%	Yes	Sole Proprietorship	RETAIL
51.79%	Yes	Limited Liability Company (LLC)	SERVICE
0.00%	Yes	Corporation	HEALTHCARE
82.64%	Yes	Sole Proprietorship	SERVICE
76.53%	Yes	Sole Proprietorship	REAL ESTATE
26.85%	Yes	Limited Liability Company (LLC)	ACCOMODA
48.49%	Yes	Sole Proprietorship	HEALTHCARE
62.16%	Yes	Sole Proprietorship	MANUFACTU
31.89%	Yes	Sole Proprietorship	RETAIL
41.08%	Yes	Sole Proprietorship	RETAIL
0.00%	No	Corporation	RETAIL

15.97%	No	Sole Proprietorship	WHOLESALE
17.06%	Yes	Limited Liability Company (LLC)	HEALTHCARE
11.70%	Yes	Corporation	RETAIL
0.00%	Yes	Sole Proprietorship	SERVICE
10.86%	Yes	Sole Proprietorship	PROFESSION
0.00%	No	Limited Liability Company (LLC)	EDUCATION
26.51%	No	Sole Proprietorship	ACCOMODA
77.51%	Yes	Limited Liability Company (LLC)	ACCOMODA
33.27%	Yes	Limited Liability Company (LLC)	TECHNOLOG
22.09%	Yes	Limited Liability Company (LLC)	SERVICE
0.00%	Yes	Limited Liability Company (LLC)	RETAIL
0.00%	No	Limited Liability Company (LLC)	ARTS, ENTER
0.00%	Yes	Sole Proprietorship	SERVICE
0.00%	No	Limited Liability Company (LLC)	ARTS, ENTER
30.56%	Yes	Sole Proprietorship	SERVICE
6.25%	Yes	Corporation	SERVICE
12.83%	Yes	Limited Liability Company (LLC)	SERVICE
21.79%	Yes	Sole Proprietorship	SERVICE
42.12%	Yes	Corporation	MANUFACTU
80.03%	Yes	Corporation	SERVICE
100.00%	Yes	Sole Proprietorship	ARTS, ENTER
0.00%	Yes	Limited Liability Company (LLC)	HEALTHCARE
87.17%	Yes	Limited Liability Company (LLC)	RETAIL
24.75%	Yes	Limited Liability Company (LLC)	ARTS, ENTER
7.34%	Yes	Limited Liability Company (LLC)	RETAIL
7.96%	Yes	Limited Liability Company (LLC)	SERVICE
62.47%	Yes	Limited Liability Company (LLC)	RETAIL
32.80%	Yes	Sole Proprietorship	EDUCATION
85.27%	Yes	Sole Proprietorship	TRANSPORTA
6.60%	Yes	Sole Proprietorship	SERVICE
0.00%	Yes	Sole Proprietorship	RETAIL
53.93%	Yes	Sole Proprietorship	ACCOMODA
55.30%	No	Sole Proprietorship	ACCOMODA
26.78%	Yes	Limited Liability Company (LLC)	ACCOMODA
0.00%	No	Sole Proprietorship	HEALTHCARE
73.60%	Yes	Sole Proprietorship	ARTS, ENTER
1.96%	Yes	Sole Proprietorship	SERVICE
41.46%	Yes	Sole Proprietorship	SERVICE
42.64%	No	Sole Proprietorship	FINANCE_IN
8.92%	Yes	Limited Liability Company (LLC)	HEALTHCARE
0.00%	Yes	Limited Liability Company (LLC)	TECHNOLOG
61.83%	No	Sole Proprietorship	SERVICE
0.00%	Yes	Sole Proprietorship	ACCOMODA
0.00%	Yes	Corporation	TRANSPORTA
0.00%	Yes	Limited Liability Company (LLC)	FINANCE_IN
58.35%	Yes	Corporation	ARTS, ENTER
0.00%	Yes	Limited Liability Company (LLC)	ARTS, ENTER

0.00%	Yes	Limited Liability Company (LLC)	EDUCATION
0.00%	Yes	Sole Proprietorship	SERVICE
0.00%	Yes	Limited Liability Company (LLC)	SERVICE
73.21%	Yes	Sole Proprietorship	SERVICE
20.59%	Yes	Sole Proprietorship	TRANSPORTA
0.00%	Yes	Sole Proprietorship	SERVICE
30.38%	Yes	Sole Proprietorship	MANAGEME
100.00%	Yes	Corporation	TRANSPORTA
79.99%	Yes	Limited Liability Company (LLC)	ACCOMODA
38.85%	Yes	Sole Proprietorship	ACCOMODA
27.30%	Yes	Sole Proprietorship	EDUCATION
15.65%	Yes	Limited Liability Company (LLC)	SERVICE
0.00%	No	Sole Proprietorship	ACCOMODA
0.00%	Yes	Sole Proprietorship	CONSTRUCTI
0.00%	No	Sole Proprietorship	ACCOMODA
0.00%	No	Sole Proprietorship	RETAIL
0.49%	Yes	Sole Proprietorship	SERVICE
75.06%	Yes	Sole Proprietorship	SERVICE
0.00%	Yes	Sole Proprietorship	ACCOMODA
35.94%	Yes	Sole Proprietorship	ACCOMODA
40.25%	Yes	Limited Liability Company (LLC)	ARTS, ENTER
3.87%	Yes	Limited Liability Company (LLC)	WHOLESALE
14.65%	Yes	Sole Proprietorship	TRANSPORTA
0.00%	Yes	Sole Proprietorship	EDUCATION
60.54%	Yes	Corporation	RETAIL
0.00%	Yes	Sole Proprietorship	RETAIL
48.60%	Yes	Sole Proprietorship	PROFESSION
0.00%	Yes	Limited Liability Company (LLC)	RETAIL
0.00%	Yes	Sole Proprietorship	TRANSPORTA
47.95%	Yes	Sole Proprietorship	SERVICE
72.04%	Yes	Corporation	SERVICE
0.00%	Yes	Sole Proprietorship	CONSTRUCTI
0.00%	Yes	Limited Liability Company (LLC)	SERVICE
0.00%	Yes	Sole Proprietorship	SERVICE
0.00%	Yes	Sole Proprietorship	AGRICULTUR
22.08%	Yes	Sole Proprietorship	MANUFACTU
0.00%	Yes	Sole Proprietorship	TRANSPORTA
0.00%	No	Limited Liability Company (LLC)	ARTS, ENTER
0.00%	Yes	Sole Proprietorship	FINANCE_INS
11.59%	Yes	Corporation	TRANSPORTA
3.37%	Yes	Sole Proprietorship	REAL ESTATE
0.00%	Yes	Limited Liability Company (LLC)	CONSTRUCTI
0.00%	Yes	Sole Proprietorship	CONSTRUCTI
0.00%	Yes	Limited Liability Company (LLC)	CONSTRUCTI
0.00%	Yes	Sole Proprietorship	RETAIL
19.05%	Yes	Limited Liability Company (LLC)	RETAIL
43.27%	Yes	Sole Proprietorship	PROFESSION

27.72%	Yes	Sole Proprietorship	SERVICE
96.24%	Yes	Corporation	TRANSPORTA
0.00%	Yes	Sole Proprietorship	TRANSPORTA
12.73%	Yes	Corporation	RETAIL
28.44%	No	Sole Proprietorship	SERVICE
55.53%	Yes	Corporation	EDUCATION
0.00%	Yes	Limited Liability Company (LLC)	ACCOMODAT
33.74%	Yes	Limited Liability Company (LLC)	RETAIL
0.00%	Yes	Limited Liability Company (LLC)	ACCOMODAT
0.00%	Yes	Limited Liability Company (LLC)	SERVICE
89.38%	Yes	Limited Liability Company (LLC)	RETAIL
29.13%	Yes	Limited Liability Company (LLC)	EDUCATION
0.00%	Yes	Corporation	TECHNOLOG
68.26%	No	Sole Proprietorship	EDUCATION
59.94%	Yes	Limited Liability Company (LLC)	SERVICE
0.00%	Yes	Corporation	TRANSPORTA
53.49%	Yes	Sole Proprietorship	PROFESSION
0.00%	Yes	Limited Liability Company (LLC)	EDUCATION
55.17%	Yes	General Partnership	SERVICE
23.00%	Yes	Sole Proprietorship	EDUCATION
0.00%	Yes	Limited Liability Company (LLC)	SERVICE
0.00%	No	Limited Liability Company (LLC)	TRANSPORTA
0.00%	Yes	Sole Proprietorship	TRANSPORTA
18.82%	Yes	Sole Proprietorship	TRANSPORTA
0.00%	Yes	Sole Proprietorship	SERVICE
23.10%	Yes	Limited Liability Company (LLC)	ACCOMODAT
0.00%	Yes	Sole Proprietorship	ACCOMODAT
68.31%	Yes	Sole Proprietorship	RETAIL
29.49%	No	Corporation	SERVICE
7.89%	Yes	Sole Proprietorship	MINING, QU
47.96%	Yes	Sole Proprietorship	TRANSPORTA
57.10%	Yes	Limited Liability Company (LLC)	TRANSPORTA
46.77%	Yes	Corporation	ACCOMODAT
35.42%	Yes	Limited Liability Company (LLC)	SERVICE
65.13%	Yes	Sole Proprietorship	RETAIL
0.00%	Yes	Sole Proprietorship	TRANSPORTA
0.00%	Yes	Sole Proprietorship	TRANSPORTA
49.77%	Yes	Limited Liability Company (LLC)	ACCOMODAT
71.18%	Yes	Limited Liability Company (LLC)	EDUCATION
0.00%	Yes	Sole Proprietorship	SERVICE
2.93%	Yes	Corporation	SERVICE
31.14%	Yes	Corporation	SERVICE
20.37%	Yes	Sole Proprietorship	SERVICE
0.00%	Yes	Sole Proprietorship	SERVICE
43.67%	Yes	Limited Liability Company (LLC)	TRANSPORTA
2.43%	Yes	Sole Proprietorship	RETAIL
0.00%	Yes	Sole Proprietorship	TRANSPORTA

0.00%	No	Limited Liability Company (LLC)	TRANSPORTA
0.00%	Yes	Limited Liability Company (LLC)	ACCOMODAT
0.00%	Yes	Corporation	TRANSPORTA
0.00%	No	Limited Liability Company (LLC)	TRANSPORTA
0.00%	No	Limited Liability Company (LLC)	TRANSPORTA
92.51%	Yes	Sole Proprietorship	CONSTRUCTI
0.00%	Yes	Sole Proprietorship	WHOLESALE
0.00%	Yes	Limited Liability Company (LLC)	TRANSPORTA
38.06%	Yes	Limited Liability Company (LLC)	SERVICE
4.78%	Yes	Limited Liability Company (LLC)	TRANSPORTA
0.00%	Yes	Limited Liability Company (LLC)	SERVICE
57.53%	Yes	Sole Proprietorship	PROFESSION
0.00%	Yes	Limited Liability Company (LLC)	TRANSPORTA
0.00%	Yes	Corporation	SERVICE
50.92%	Yes	Limited Liability Company (LLC)	SERVICE
0.00%	Yes	Limited Liability Company (LLC)	TRANSPORTA
67.22%	Yes	Sole Proprietorship	MINING, QU
0.00%	Yes	Sole Proprietorship	MANAGEME
0.00%	Yes	Sole Proprietorship	FINANCE_INS
79.07%	Yes	Sole Proprietorship	SERVICE
29.64%	Yes	Corporation	SERVICE
0.00%	Yes	Sole Proprietorship	TRANSPORTA
0.00%	Yes	Limited Liability Company (LLC)	HEALTHCARE
0.00%	Yes	Sole Proprietorship	HEALTHCARE
0.00%	Yes	Sole Proprietorship	HEALTHCARE
0.00%	Yes	Corporation	FINANCE_INS
21.23%	Yes	Sole Proprietorship	SERVICE
0.00%	No	Sole Proprietorship	SERVICE
27.10%	Yes	Corporation	SERVICE
40.56%	No	Limited Liability Company (LLC)	ARTS, ENTER
30.13%	Yes	Sole Proprietorship	PROFESSION
88.97%	Yes	Corporation	TRANSPORTA
7.24%	Yes	Corporation	SERVICE
20.48%	Yes	Corporation	TRANSPORTA
0.00%	Yes	Sole Proprietorship	TRANSPORTA
3.45%	Yes	Limited Liability Company (LLC)	TRANSPORTA
24.44%	Yes	Limited Liability Company (LLC)	HEALTHCARE
31.61%	Yes	Limited Liability Company (LLC)	SERVICE
0.00%	Yes	Sole Proprietorship	EDUCATION
0.00%	Yes	Sole Proprietorship	TRANSPORTA
100.00%	Yes	Limited Liability Company (LLC)	SERVICE
45.27%	Yes	Limited Liability Company (LLC)	EDUCATION
0.00%	No	Limited Liability Company (LLC)	RETAIL
26.96%	Yes	Corporation	REAL ESTATE
54.10%	Yes	Sole Proprietorship	RETAIL
22.99%	Yes	Corporation	RETAIL
0.00%	Yes	Limited Liability Company (LLC)	CONSTRUCTI

45.44%	Yes	Sole Proprietorship	RETAIL
11.18%	Yes	Sole Proprietorship	ACCOMODA
21.02%	Yes	Corporation	TECHNOLOG
67.64%	Yes	Sole Proprietorship	ACCOMODA
0.00%	Yes	Limited Liability Company (LLC)	FINANCE_IN
40.42%	Yes	Limited Liability Company (LLC)	HEALTHCARE
0.00%	Yes	Limited Liability Company (LLC)	TRANSPORTA
0.00%	Yes	Corporation	SERVICE
41.44%	Yes	Sole Proprietorship	SERVICE
70.25%	Yes	Corporation	RETAIL
0.40%	Yes	Sole Proprietorship	HEALTHCARE
41.97%	Yes	Limited Liability Company (LLC)	ACCOMODA
86.04%	Yes	Limited Liability Company (LLC)	SERVICE
30.77%	Yes	Limited Liability Company (LLC)	TRANSPORTA
3.57%	Yes	Sole Proprietorship	SERVICE
37.30%	Yes	Limited Liability Company (LLC)	HEALTHCARE
40.05%	Yes	Corporation	SERVICE
75.71%	Yes	Limited Liability Company (LLC)	TRANSPORTA
39.68%	Yes	Limited Liability Company (LLC)	TRANSPORTA
18.79%	Yes	Limited Liability Company (LLC)	TRANSPORTA
0.00%	Yes	Limited Liability Company (LLC)	SERVICE
0.00%	Yes	Limited Liability Company (LLC)	FINANCE_IN
8.82%	Yes	Limited Liability Company (LLC)	RETAIL
27.39%	Yes	Limited Liability Company (LLC)	ACCOMODA
0.00%	Yes	Limited Liability Company (LLC)	TRANSPORTA
0.00%	Yes	Corporation	TRANSPORTA
25.52%	Yes	Limited Liability Company (LLC)	EDUCATION
1.46%	Yes	Limited Liability Company (LLC)	RETAIL
6.80%	No	Sole Proprietorship	TRANSPORTA
100.00%	Yes	Limited Liability Company (LLC)	TRANSPORTA
26.69%	No	Sole Proprietorship	TRANSPORTA
0.00%	Yes	Limited Liability Company (LLC)	SERVICE
57.21%	No	Corporation	SERVICE
6.74%	Yes	Corporation	TRANSPORTA
23.28%	Yes	Corporation	TRANSPORTA
20.61%	No	Limited Liability Company (LLC)	TRANSPORTA
0.00%	Yes	Limited Liability Company (LLC)	
0.00%	Yes	Limited Liability Company (LLC)	SERVICE

NAICS Code	Current FT Employees	Funding Requested Date (Date)	Funded Date (Date)
621610	11		
531190	1		
484110	5		
611692	2		
541611	6		
713940	2		
722515	10		
812111	8		
722511	22		
541211	11		
722511	12		
316998	9		
441310	6		
238210	12		
541219	3		
524210	1		
621340	8		
561510	6		
541219	8		
722511	7		
532310	2		
323111	4		
561720	5		
812111	11		
484110	2		6/1/2022
484110	1		
484110	2		
484110	2		
484110	7		
454390	2		
445120	4		5/5/2022
531210	1		5/12/2022
441110	1		5/9/2022
812990	1		5/4/2022
624410	1		5/5/2022
453220	1	4/5/2022	5/9/2022
812310	2		5/5/2022
446110	3		5/5/2022
446191	1		5/9/2022
531210	1		5/4/2022
722515	1		5/4/2022
621112	1	5/6/2022	6/6/2022
454390	2		5/2/2022
448120	3		5/2/2022
446120	7		5/9/2022
444130	1		

453310	1		
621910	8		5/4/2022
446120	1		5/5/2022
722511	5		5/5/2022
541213	4		5/5/2022
624410	5		
722320	1		
722511	6		5/2/2022
811212	1		5/19/2022
446120	1		5/12/2022
453998	2		5/12/2022
722410	6		
453310	1		
712130	1		
611699	1	4/19/2022	5/27/2022
541810	1		5/2/2022
541214	1		5/19/2022
811310	3		5/5/2022
424990	1		5/19/2022
722410	1		5/2/2022
711320	1		5/19/2022
621111	3		5/9/2022
448150	0		5/24/2022
711320	1		5/9/2022
451110	2		5/2/2022
541213	1		5/4/2022
451140	1		5/4/2022
624410	2		5/9/2022
488510	1		5/5/2022
812990	1		5/5/2022
441310	1		5/9/2022
722511	2		5/12/2022
722513	3		
454210	2		5/9/2022
812990	2		
611610	1		6/1/2022
541213	1		5/9/2022
532289	1		
541219	1		5/20/2022
621999	1	4/12/2022	5/5/2022
811212	1		5/5/2022
454390	2		
722330	1		5/12/2022
484110	2		5/12/2022
541219	2		5/5/2022
722410	2		5/5/2022
541921	1		5/5/2022

624410	9		5/20/2022
811121	1	5/10/2022	5/12/2022
811213	1		5/5/2022
812111	9		5/2/2022
484121	1		5/5/2022
441320	1		5/9/2022
541611	3		
484110	2		5/19/2022
721199	2		
722511	4		5/5/2022
453210	1		5/4/2022
811112	2		5/19/2022
722330	1		
238320	1		5/5/2022
722511	2		
448140	2		
722511	3		5/5/2022
532289	0		5/5/2022
722511	5	4/22/2022	5/9/2022
722513	1		5/5/2022
713990	9		5/5/2022
311612	4		5/12/2022
484110	1		5/27/2022
624410	1		
448120	2		5/2/2022
448210	2		
238290	3		5/5/2022
448120	1		5/9/2022
484121	4		5/5/2022
624120	4		5/4/2022
561612	2		5/5/2022
332321	1		5/27/2022
238210	2		
441228	2	5/9/2022	5/19/2022
561730	1	5/5/2022	5/9/2022
238190	3		5/19/2022
484110	2		5/19/2022
453920	2		
524210	1		5/19/2022
484110	2		5/12/2022
531110	3		5/19/2022
238990	1		5/5/2022
236115	21		5/12/2022
236115	4		5/2/2022
441120	5		5/9/2022
451110	3		5/5/2022
238220	2		5/9/2022

812112	6		5/5/2022
484110	1		5/20/2022
484121	1		
441120	2		5/4/2022
541219	1		
611511	2		5/9/2022
722511	7		5/20/2022
448190	3		5/2/2022
722511	8		5/5/2022
561720	3		5/9/2022
722515	2		5/20/2022
624410	3		5/5/2022
541511	2		5/2/2022
611519	1		
541611	2		5/27/2022
484121	1		5/9/2022
541511	1		5/9/2022
611699	1		5/2/2022
484110	1		5/5/2022
624410	2		5/5/2022
811192	4		5/2/2022
484110	8		
484121	6		5/20/2022
484110	2		5/5/2022
561720	1		5/19/2022
722515	2		5/5/2022
722515	1		5/5/2022
446120	3		5/19/2022
484110	1		
238120	1		5/9/2022
484110	2		5/19/2022
484110	2		5/5/2022
445299	0		5/2/2022
624410	6		5/2/2022
453310	1		
484110	2		5/4/2022
213112	2		5/5/2022
722410	3	4/19/2022	5/4/2022
624410	2		5/5/2022
339950	1		5/12/2022
541213	3		5/5/2022
423990	4		5/5/2022
812112	3		5/5/2022
713940	3	5/6/2022	5/19/2022
484110	1		5/9/2022
453910	1		5/12/2022
484110	2		5/19/2022

484110	3	
722515	2	5/9/2022
484110	5	5/5/2022
621910	15	
484121	2	
238130	1	5/20/2022
442110	1	5/5/2022
484110	1	5/5/2022
488510	1	5/9/2022
484110	5	5/5/2022
492210	1	
811211	1	5/5/2022
488510	2	5/12/2022
541219	3	5/5/2022
541370	1	
484110	2	5/9/2022
238990	2	5/20/2022
488510	1	6/1/2022
524210	1	5/19/2022
488510	1	5/20/2022
812112	5	5/9/2022
484110	1	5/24/2022
621910	30	
621910	5	5/9/2022
621399	0	5/9/2022
541219	3	
561790	1	5/9/2022
561431	1	
484110	5	5/20/2022
611620	1	
541613	1	5/9/2022
484230	7	5/24/2022
488510	5	5/24/2022
441120	1	5/9/2022
484121	6	5/9/2022
484110	2	
621330	6	5/9/2022
624410	15	5/20/2022
624410	3	5/9/2022
484121	1	5/9/2022
722511	9	5/20/2022
624410	8	5/19/2022
722410	1	5/20/2022
561110	10	
323113	2	6/6/2022
323111	2	
454390	12	

448310	2	5/9/2022
722511	5	5/9/2022
334220	6	
722515	3	5/9/2022
541211	2	
621610	4	5/9/2022
484121	2	
488510	3	5/9/2022
611610	1	5/9/2022
446120	2	5/20/2022
621210	1	5/20/2022
722511	8	5/20/2022
722513	3	5/20/2022
484110	5	
238220	2	5/9/2022
621610	4	5/20/2022
488510	7	
484121	8	
488510	11	
484110	5	
488510	1	
524210	6	
448310	7	
445291	2	6/6/2022
541990	6	5/24/2022
484110	3	
611710	10	
444190	2	5/20/2022
484110	8	
484110	1	
484110	1	
488999	12	
722513	7	
484230	3	5/27/2022
484110	19	
488510	2	
		5/12/2022
531120	2	5/27/2022

Document Signing Complete Date (Date)	Grant Awarded Amount	Street 1 (Business)
		242 VINTAGE LANE
		4302 E Saunders St
		110 Georgia Street
		6020 McPherson Rd Suit
		1303 CALLE DEL NORTE
		2715 E Del Mar Blvd
		107 Calle del norte
		5300 San Dario Ave
		6501 Arena Blvd
		107 Calle Del Norte Suit
		711 W Hillside Rd
		6501 Arena Blvd
		1903 W CALTON RD.
		6202 McPherson Rd
		101 W. HILLSIDE RD., SU
		6423 McPherson Rd
		7109 N Bartlett Ave Ste.
		201 W Del Mar Blvd
		5219 McPherson Rd
		2413 Jacaman rd suite 7
		9802 McPHerson Rd Ste
		1615 JACAMAN RD
		2008 Matamoros ST
		1701 Jacaman Road
5/31/2022	$5,000	2018 DONA LUZ
		618 Angela Drive
		618 Angela Drive
		618 Angela Drive
		719 PELLEGRINO CT
		612 Pinos Cir
5/3/2022	$15,000	1719 Lincoln St.
5/10/2022	$5,000	6425 MCPHERSON RD
5/5/2022	$5,000	1615 woodland dr
5/2/2022	$5,000	1113 Lope De Vega Dr
5/3/2022	$5,000	2704 Chacota St
5/5/2022	$5,000	419 E Gustavus St
5/4/2022	$15,000	4420 S Zapata Hwy Suite
5/5/2022	$15,000	7109 N Bartlett Ave Ste
5/6/2022	$5,000	1202 San Bernardo Ave
4/29/2022	$5,000	1752 Tiara Trl Apt 607
4/29/2022	$5,000	5402 MARCELLA AVE
5/9/2022	$5,000	1720 Galveston St
4/25/2022	$5,000	8508 Harrison Ct
4/28/2022	$15,000	3402 E Del Mar Blvd
5/6/2022	$15,000	415 Cinnamon Teal Loop
		204 W Gustavus St

		4458 Amanda Ln
4/29/2022	$20,000	501 Marina Suite 3
5/3/2022	$5,000	5300 San Dario Ave Unit
5/4/2022	$5,000	201 W Del Mar Blvd Suit
5/5/2022	$15,000	2015 Mallorca Dr
		1917 Laredo St
		111 Delaware St
4/27/2022	$20,000	3914 McPherson Rd
5/6/2022	$5,000	121 KENTUCKY ST
5/10/2022	$15,000	5901 McPherson Suite 1
5/9/2022	$15,000	2105 E San Jose St
		1016 Iturbide St #6
		2015 N Buena Vista Ave
		1924 Yukon Ln
5/25/2022	$5,000	224 Washingtonia Dr
4/26/2022	$5,000	1843 Stone Field Lane
5/12/2022	$5,000	1613 SHERWOOD DR
5/4/2022	$15,000	1719 San Bernardo Ave.
5/12/2022	$5,000	14414 Industry Ave
4/27/2022	$5,000	1002 Iturbide St
5/16/2022	$5,000	4807 Paloma Ln
4/27/2022	$5,000	1710 E. Saunders B440
5/18/2022	$5,000	502 Flores Ave., Ste. B
5/5/2022	$5,000	3204 Locust St
4/27/2022	$15,000	1202 E Del Mar Blvd
5/2/2022	$15,000	213 w village Blvd suite 4
5/1/2022	$5,000	4500 San Bernardo Ave
5/7/2022	$5,000	8814 SHAMA CIR
5/5/2022	$5,000	1800 Country Club Drive
5/3/2022	$5,000	1202 San Bernardo Ave
5/6/2022	$5,000	9011 Yale St
5/10/2022	$5,000	10211 Golondrina Dr
		220 W Calton Rd suite c
5/5/2022	$5,000	1620 GARFIELD ST
		317 Kahlo Loop
5/27/2022	$5,000	117 Colorado St
5/6/2022	$5,000	3108 SAINT ISAAC LOOP
		506 Campanario Ln
5/17/2022	$5,000	2326 Loma Vista Dr
5/3/2022	$5,000	8918 Siller Loop
5/4/2022	$5,000	1701 Jacaman Rd. Ste R
		612 Pinos Cir
5/9/2022	$5,000	2715 Clark Blvd
5/9/2022	$15,000	1520 Dra Eve Perez Lane
5/2/2022	$15,000	1312 Houston St
5/3/2022	$15,000	120 W Village Blvd Suite
5/4/2022	$5,000	1802 Houston St

5/17/2022	$20,000	3220 Ligarde St
5/10/2022	$5,000	3909 Rotary St
5/4/2022	$5,000	3440 N BUENA VISTA
4/25/2022	$20,000	1600 Water St
5/4/2022	$5,000	502 Valnera Dr
5/6/2022	$5,000	2820 US HIGHWAY 83
		219 W Ash St
5/11/2022	$15,000	6831
		1802 Houston St
5/4/2022	$15,000	604 Market St
4/29/2022	$5,000	1002 Bustamante St
5/12/2022	$15,000	1520 San Bernardo Ave
		503 Grosbeak Street
5/4/2022	$5,000	303 SOUTH SEYMOUR
		3301 Chacota St
		1302 Grant St
5/3/2022	$15,000	2601 Santa Maria Ave
5/4/2022	$5,000	5408 Ramirez Dr.
5/4/2022	$15,000	3301 San Bernardo Ave
5/4/2022	$5,000	402 E Ash St
5/2/2022	$15,000	5800 San Dario Ave
5/9/2022	$15,000	216 N. Zapata Hwy.
5/25/2022	$5,000	1102 Taft Ct
		9557 Ashton Loop
4/26/2022	$15,000	1112 Farragut St
		1508 Tabasco dr
5/5/2022	$5,000	510 Washington St
5/7/2022	$5,000	5300 San Dario
5/4/2022	$15,000	308 Segovia Dr
4/28/2022	$15,000	1212 N Meadow Ave
5/5/2022	$5,000	1932 Yukon Ln
5/25/2022	$5,000	4402 Flores Ave
		104 S Aviator Rd
5/12/2022	$15,000	2202 Santa Ursula
5/5/2022	$5,000	2015 N Buena Vista Ave
5/11/2022	$5,000	5511 CISNEROS ST
5/12/2022	$15,000	3905 ACAPULCO
		309 Flores Ave
5/13/2022	$5,000	235 New Castle Dr
5/9/2022	$5,000	3714 Brumoso Ct
5/13/2022	$5,000	1615 JACAMAN RD
5/3/2022	$15,000	615 ANGELA DR
5/9/2022	$5,000	5311 Cuenca Dr
4/27/2022	$15,000	1006 Garfield
5/6/2022	$15,000	1702
5/4/2022	$15,000	4500 San Bernardo Ave,
5/5/2022	$5,000	501 Century

5/3/2022	$15,000	5502 San Bernardo Ave.
5/17/2022	$5,000	618 Angela Drive
		513 Shiloh Dr
4/29/2022	$15,000	7030 S HWY 359
		2007 Denmark Ln
5/6/2022	$15,000	1505 Calle Del Norte Sui
5/16/2022	$15,000	1119 Fenwick Dr
4/28/2022	$15,000	1603 Calle del Norte
5/5/2022	$15,000	7815 McPherson Rd
5/7/2022	$15,000	9023 Siller Loop
5/16/2022	$15,000	5300 San Dario Avenue
5/3/2022	$15,000	1605 Commerce Dr
4/27/2022	$5,000	540 Altozano Dr
		201 W Del Mar Blvd
5/25/2022	$15,000	1406 Palmer Dr
5/6/2022	$5,000	119 Kahlo Loop
5/5/2022	$5,000	2116 Lima Loop
4/27/2022	$5,000	402 Hillside Rd
5/4/2022	$5,000	1803 ADUANALES
5/4/2022	$5,000	1605 Woodstone Ct
4/27/2022	$15,000	5802 Gale Ct.
		1617 Sherwood Dr
5/18/2022	$15,000	231 Toro Dr
5/4/2022	$5,000	103 Candlewood Rd
5/12/2022	$5,000	5504 Alabama
5/4/2022	$15,000	9708 McPherson Rd. Ste
5/3/2022	$5,000	4501 McPherson Suite 9
5/12/2022	$5,000	113 Tlaxcala Dr
		719 PELLEGRINO CT
5/6/2022	$5,000	157 Abbeville Dr
5/13/2022	$5,000	1511 Sweden Ln
5/4/2022	$5,000	306 MESCALERO DR
4/27/2022	$5,000	1510 White Tail Ln
4/25/2022	$15,000	9652 Mcpherson rd
		203 Martingale
4/29/2022	$5,000	3907 Bannock Lane
5/5/2022	$5,000	3622 Kingston Ln
4/28/2022	$15,000	201 W Del Mar Blvd. Sui
5/3/2022	$15,000	315 W Saunders St
5/9/2022	$5,000	2822 Emory Loop
5/5/2022	$15,000	5460 Springfield Ave Ste
5/4/2022	$15,000	131 Allen Dr
5/5/2022	$15,000	1605 E Del Mar Blvd
5/12/2022	$5,000	1014 Monaco Blvd
5/5/2022	$15,000	422 Longshadow Rd
5/10/2022	$15,000	7100 San Bernardo Ave,
5/12/2022	$5,000	11107 Quintana Drive

		221 Michoacan Loop
5/6/2022	$15,000	1605 E Del Mar Blvd
5/4/2022	$15,000	604 Bustamante St
		8218 Casa Verde Rd
		6718 Springfield Avenue
5/17/2022	$5,000	112 Oregon Cir
5/5/2022	$5,000	6000 Santa Maria Ave
5/4/2022	$15,000	3009 John Steinbeck CT
5/5/2022	$5,000	341 Regal Dr
5/5/2022	$15,000	4910 E Saunders St
		4317 Santa Maria Ave
5/5/2022	$5,000	1402 E. San Pedro
5/10/2022	$15,000	308 Lake Carnegie
5/5/2022	$15,000	5460 Springfield Ave Ste
		1412 Rosewood DR
5/5/2022	$5,000	6620 N Bartlett Ave APT
5/17/2022	$5,000	1310 Larry Ln
5/21/2022	$5,000	9101 San Mateo Dr
5/13/2022	$5,000	114 knoll ave laredo
5/19/2022	$5,000	10506 Winrock Dr
5/6/2022	$20,000	6999 McPherson Rd
5/16/2022	$5,000	121 Guanajuato
		1901 San Bernardo Ave
5/5/2022	$20,000	414 W Travis St
5/5/2022	$5,000	1516 Clark Blvd
		9902 MCPHERSON RD SU
5/6/2022	$5,000	524 IDYLWOOD LN
		519 Farragut st
5/17/2022	$15,000	813 Union Pacific Blvd.
		2805 Piedmont St
5/6/2022	$5,000	1312 Houston St.,
5/20/2022	$15,000	8601 Las Cruces Dr
5/20/2022	$15,000	14405 Export Rd
5/6/2022	$15,000	1412 San Bernardo Aver
5/5/2022	$15,000	3109 Lee Avenue
		2506 Garcia St
5/5/2022	$15,000	1414 N Meadow Ave
5/18/2022	$25,000	2715 E Del Mar Blvd
5/6/2022	$5,000	1318 Clark Blvd.
5/6/2022	$5,000	1812 Stone Field Ln
5/16/2022	$20,000	9802 MCPHERSON RD
5/14/2022	$20,000	9109 McPherson Rd Ste
5/16/2022	$15,000	7124 NE Bob Bullock Loo
		820 Santa Ursula
6/3/2022	$5,000	1020 Galveston St.
		1020 Sanchez Street
		1508 Convent

5/5/2022	$5,000	1207 Iturbide St
5/5/2022	$15,000	1206 Scott St
		504 Corpus Christi St
5/5/2022	$5,000	5300 San Dario
		9114 McPherson Road, S
5/6/2022	$15,000	313 W. village blvd #108
		411 Grosbeak Street
5/6/2022	$15,000	5811 E Saunders St
5/5/2022	$5,000	3660 E Del Mar Blvd
5/16/2022	$15,000	502 W CALTON RD STE 1
5/16/2022	$5,000	5411 McPherson Rd
5/18/2022	$20,000	1408 E Del Mar Blvd
5/16/2022	$15,000	1306 Iturbide St
		216 W VILLAGE 102
5/5/2022	$15,000	1419 Springfield
5/16/2022	$15,000	709 E CALTON RD STE 10
		13609 Archer Dr
		611 Ovenbird Thicket Dr
		8408 Amparan
		4309 Pan American Blvd
		1906 Stone Field Ln
		408 Shiloh dr Ste 3
		7815 McPherson Rd Ste
5/26/2022	$15,000	1202 E Del Mar Blvd
5/23/2022	$20,000	7019 W Village Blvd Ste
		408 BLUE LAKE
		9902 McPherson Rd
5/16/2022	$15,000	3504 San Bernardo Ave
		12603 Grey Fox Cir
		1208 Larvotto Loop
		747 Buffalo Ct
		824 Hallmark Dr
		6501 Arena Blvd. Ste#10
5/25/2022	$15,000	7220 BOB BULLOCK SUIT
		13492 Port Dr
		502 Enterprise St
5/9/2022	$15,000	502 Valnera Dr
5/25/2022	$5,000	9802 McPHerson Rd Ste

City (Business)	State Name (Business)	Zip Code (Business)	County Name (Business)
Laredo	Texas	78041	Webb
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Gender	Minority	Race/Ethnicity Category 3	Veteran Status	Assessed	Approved
Male	Minority	Hispanic Origin	Non-Veteran	FALSE	FALSE
Male	Minority	Hispanic Origin	Spouse of Veteran	FALSE	FALSE
Male	Minority	Hispanic Origin	Non-Veteran	FALSE	FALSE
Male	Minority	African American	Non-Veteran	FALSE	FALSE
Male	Minority	Hispanic Origin	Non-Veteran	FALSE	FALSE
Male	non-Minority	White	Non-Veteran	FALSE	FALSE
Male	Minority	Hispanic Origin	Non-Veteran	FALSE	FALSE
Male	Minority	Hispanic Origin	Non-Veteran	FALSE	FALSE
Male	Minority	Hispanic Origin	Non-Veteran	FALSE	FALSE
Male	Minority	Hispanic Origin	Non-Veteran	FALSE	FALSE
Male	Minority	Hispanic Origin	Non-Veteran	FALSE	FALSE
Female	Minority	Hispanic Origin	Non-Veteran	FALSE	FALSE
Male	Minority	Hispanic Origin	Non-Veteran	FALSE	FALSE
Male	Minority	Hispanic Origin	Non-Veteran	FALSE	FALSE
Male	Minority	Hispanic Origin	Non-Veteran	FALSE	FALSE
Male	Minority	Hispanic Origin	Non-Veteran	FALSE	FALSE
Male	Minority	Hispanic Origin	Non-Veteran	FALSE	FALSE
Male	Minority	Hispanic Origin	Non-Veteran	FALSE	FALSE
Male	Minority	Hispanic Origin	Non-Veteran	FALSE	FALSE
Male	Minority	Hispanic Origin	Non-Veteran	FALSE	FALSE
Female	Minority	Hispanic Origin	Non-Veteran	TRUE	FALSE
Female	Minority	Hispanic Origin	Non-Veteran	TRUE	FALSE
Male	Minority	Hispanic Origin	Non-Veteran	TRUE	FALSE
Male	Minority	Hispanic Origin	Non-Veteran	TRUE	FALSE
Male	Minority	Hispanic Origin	Non-Veteran	TRUE	TRUE
Male	Minority	Hispanic Origin	Veteran	TRUE	FALSE
Male	Minority	Hispanic Origin	Veteran	TRUE	FALSE
Male	Minority	Hispanic Origin	Veteran	TRUE	FALSE
Male	Minority	Hispanic Origin	Non-Veteran	TRUE	FALSE
Female	Minority	Hispanic Origin	Non-Veteran	TRUE	FALSE
Female	Minority	Asian	Non-Veteran	TRUE	TRUE
Female	Minority	Hispanic Origin	Non-Veteran	TRUE	TRUE
Female	Minority	Hispanic Origin	Non-Veteran	TRUE	TRUE
Male	Minority	Hispanic Origin	Non-Veteran	TRUE	TRUE
Female	Minority	Hispanic Origin	Non-Veteran	TRUE	TRUE
Female	Minority	Hispanic Origin	Spouse of Veteran	TRUE	TRUE
Male	Minority	Hispanic Origin	Non-Veteran	TRUE	TRUE
Female	Minority	Hispanic Origin	Non-Veteran	TRUE	TRUE
Female	Minority	Hispanic Origin	Non-Veteran	TRUE	TRUE
Female	Minority	Hispanic Origin	Non-Veteran	TRUE	TRUE
Female	Minority	Hispanic Origin	Non-Veteran	TRUE	TRUE
Female	non-Minority	White	Spouse of Veteran	TRUE	TRUE
Female	Minority	Hispanic Origin	Non-Veteran	TRUE	TRUE
Female	Minority	Hispanic Origin	Non-Veteran	TRUE	TRUE
Female	Minority	African American	Veteran	TRUE	TRUE
Female	Minority	Hispanic Origin	Non-Veteran	TRUE	FALSE

Female	Minority	Hispanic Origin	Non-Veteran	TRUE	FALSE
Female	Minority	Hispanic Origin	Non-Veteran	TRUE	TRUE
Female	Minority	Hispanic Origin	Non-Veteran	TRUE	TRUE
Female	Minority	Hispanic Origin	Non-Veteran	TRUE	TRUE
Female	Minority	Hispanic Origin	Non-Veteran	TRUE	TRUE
Female	Minority	Hispanic Origin	Non-Veteran	TRUE	FALSE
Female	Minority	Hispanic Origin	Non-Veteran	TRUE	FALSE
Female	Minority	Hispanic Origin	Non-Veteran	TRUE	TRUE
Female	Minority	Hispanic Origin	Non-Veteran	TRUE	TRUE
Female	Minority	Hispanic Origin	Non-Veteran	TRUE	TRUE
Male	Minority	Hispanic Origin	Non-Veteran	TRUE	TRUE
Female	Minority	Hispanic Origin	Non-Veteran	TRUE	FALSE
Female	Minority	Hispanic Origin	Non-Veteran	TRUE	FALSE
Female	Minority	Hispanic Origin	Non-Veteran	TRUE	FALSE
Female	Minority	Hispanic Origin	Non-Veteran	TRUE	TRUE
Male	Minority	Hispanic Origin	Non-Veteran	TRUE	TRUE
Female	Minority	Hispanic Origin	Non-Veteran	TRUE	TRUE
Male	Minority	Hispanic Origin	Non-Veteran	TRUE	TRUE
Male	Minority	Hispanic Origin	Non-Veteran	TRUE	TRUE
Male	Minority	Hispanic Origin	Non-Veteran	TRUE	TRUE
Male	Minority	Hispanic Origin	Non-Veteran	TRUE	TRUE
Male	Minority	African American	Non-Veteran	TRUE	TRUE
Male	Minority	Other Minority	Non-Veteran	TRUE	TRUE
Male	Minority	Hispanic Origin	Non-Veteran	TRUE	TRUE
Male	Minority	Hispanic Origin	Non-Veteran	TRUE	TRUE
Male	Minority	Hispanic Origin	Non-Veteran	TRUE	TRUE
Male	Minority	Hispanic Origin	Non-Veteran	TRUE	TRUE
Female	Minority	Hispanic Origin	Non-Veteran	TRUE	TRUE
Female	Minority	Hispanic Origin	Non-Veteran	TRUE	TRUE
Female	Minority	Hispanic Origin	Non-Veteran	TRUE	TRUE
Female	Minority	Hispanic Origin	Non-Veteran	TRUE	TRUE
Female	Minority	Hispanic Origin	Non-Veteran	TRUE	TRUE
Female	Minority	Hispanic Origin	Non-Veteran	TRUE	FALSE
Male	Minority	Hispanic Origin	Non-Veteran	TRUE	TRUE
Female	Minority	Hispanic Origin	Non-Veteran	TRUE	FALSE
Female	Minority	Hispanic Origin	Non-Veteran	TRUE	TRUE
Female	Minority	Hispanic Origin	Non-Veteran	TRUE	TRUE
Female	Minority	Hispanic Origin	Spouse of Veteran	TRUE	FALSE
Female	Minority	Hispanic Origin	Non-Veteran	TRUE	TRUE
Female	Minority	Hispanic Origin	Non-Veteran	TRUE	TRUE
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Male	Minority	Hispanic Origin	Non-Veteran	TRUE	FALSE
Male	Minority	Hispanic Origin	Veteran	TRUE	TRUE
Female	Minority	Hispanic Origin	Non-Veteran	TRUE	FALSE
Female	Minority	Hispanic Origin	Non-Veteran	TRUE	TRUE
Female	Minority	Hispanic Origin	Spouse of Veteran	TRUE	TRUE
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Female	Minority	Hispanic Origin	Non-Veteran	TRUE	FALSE
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Male	Minority	Hispanic Origin	Non-Veteran	TRUE	FALSE
Female	non-Minority	White	Non-Veteran	TRUE	TRUE
Male	Minority	Hispanic Origin	Non-Veteran	TRUE	TRUE
Female	Minority	Hispanic Origin	Non-Veteran	TRUE	FALSE
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Male	Minority	Hispanic Origin	Non-Veteran	TRUE	TRUE
Female	Minority	Hispanic Origin	Non-Veteran	TRUE	TRUE

Funding Requested	Assessed by	Approved by	Funding Requested By
FALSE			
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FALSE	Liliane Spenle		
FALSE	Liliane Spenle		
FALSE	Liliane Spenle		
FALSE	Liliane Spenle		
FALSE	Liliane Spenle	Stephanie Rivera	
FALSE	Liliane Spenle		
FALSE	Liliane Spenle		
FALSE	Liliane Spenle		
FALSE	Liliane Spenle		
FALSE	Liliane Spenle		
FALSE	Stephanie Rivera	Stephanie Rivera	
FALSE	Stephanie Rivera	Stephanie Rivera	
FALSE	Diogenes Reyes	Diogenes Reyes	
FALSE	Stephanie Rivera	Stephanie Rivera	
FALSE	Stephanie Rivera	Stephanie Rivera	
FALSE	Stephanie Rivera	Stephanie Rivera	Stephanie Rivera
FALSE	Stephanie Rivera	Stephanie Rivera	
FALSE	Stephanie Rivera	Stephanie Rivera	
FALSE	Stephanie Rivera	Stephanie Rivera	
FALSE	Diogenes Reyes	Diogenes Reyes	
FALSE	Nataly Mojica	Nataly Mojica	
FALSE	Diogenes Reyes	Veronica Lopez	Veronica Lopez
FALSE	Diogenes Reyes	Diogenes Reyes	
FALSE	Stephanie Rivera	Stephanie Rivera	
FALSE	Diogenes Reyes	Diogenes Reyes	
FALSE	Stephanie Rivera		

FALSE	Stephanie Rivera		
FALSE	Stephanie Rivera	Stephanie Rivera	
FALSE	Nataly Mojica	Nataly Mojica	
FALSE	Diogenes Reyes	Diogenes Reyes	
FALSE	Stephanie Rivera	Stephanie Rivera	
FALSE	Diogenes Reyes		
FALSE	Stephanie Rivera		
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FALSE	Stephanie Rivera	Stephanie Rivera	
FALSE	Stephanie Rivera	Stephanie Rivera	
FALSE	Diogenes Reyes	Veronica Lopez	
FALSE	Stephanie Rivera		
FALSE	Diogenes Reyes	Diogenes Reyes	
FALSE	Nataly Mojica		
FALSE	Diogenes Reyes	Diogenes Reyes	Diogenes Reyes
FALSE	Diogenes Reyes	Diogenes Reyes	
FALSE	Diogenes Reyes	Diogenes Reyes	
FALSE	Stephanie Rivera	Stephanie Rivera	
FALSE	Diogenes Reyes	Veronica Lopez	
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FALSE	Diogenes Reyes		
FALSE	Diogenes Reyes	Liliane Spenle	
FALSE	Diogenes Reyes	Diogenes Reyes	Diogenes Reyes
FALSE	Stephanie Rivera	Stephanie Rivera	
FALSE	Diogenes Reyes		
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TRUE	Diogenes Reyes	Veronica Lopez	Lorena Carreon
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FALSE	Diogenes Reyes		
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FALSE	Diogenes Reyes	Diogenes Reyes	
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FALSE	Diogenes Reyes	Veronica Lopez	
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FALSE	Diogenes Reyes	Veronica Lopez	
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FALSE	Diogenes Reyes	Veronica Lopez	Veronica Lopez
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FALSE	Liliane Spenle	Liliane Spenle	
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FALSE	Diogenes Reyes	Veronica Lopez	
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FALSE	Liliane Spenle	Liliane Spenle	Liliane Spenle
FALSE	Stephanie Rivera	Stephanie Rivera	
FALSE	Diogenes Reyes	Veronica Lopez	
FALSE	Stephanie Rivera	Stephanie Rivera	
FALSE	Diogenes Reyes	Diogenes Reyes	
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FALSE	Stephanie Rivera	Stephanie Rivera	
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FALSE	Diogenes Reyes	Diogenes Reyes	

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FALSE	Liliane Spenle	Veronica Lopez
FALSE	Liliane Spenle	Liliane Spenle

Grant Applications Funded (#)	Reason Criteria Not Met	Other Reason Criteria Not Met
	Outside $ Annual Revenue Rec	
	Submitted for multiple busines	
	Submitted for multiple busines	
	Submitted for multiple busines	
	Submitted for multiple busines	
1		
	Duplicate Application	
	Duplicate Application	
	Duplicate Application	
	Submitted for multiple busines	
	Duplicate Application	
1		
1		
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1		
1		
	Does not meet Business Establ	

No Response
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1
1
1
No Response
Percent Losses Not Proven
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1
1
1
No Response
Percent Losses Not Proven
Does not meet Business Estab
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No Response
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Does not meet Business Estab
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Outside $ Annual Revenue Rec
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Outside $ Annual Revenue Rec
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Outside $ Annual Revenue Rec
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Outside $ Annual Revenue Rec
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Unable to provide required do
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Outside $ Annual Revenue Rec
Does not meet Business Estab
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Percent Losses Not Proven
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Outside $ Annual Revenue Rec
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Percent Losses Not Proven
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Percent Losses Not Proven
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Percent Losses Not Proven
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Unable to provide required do
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No Response
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Percent Losses Not Proven
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No Response
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Outside $ Annual Revenue Rec
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Unable to provide required do
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Does not meet Business Estab
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Outside $ Annual Revenue Rec
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Outside $ Annual Revenue Rec
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Percent Losses Not Proven
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Percent Losses Not Proven
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Percent Losses Not Proven
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Percent Losses Not Proven
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Unable to provide required do
Unable to provide required do
Unable to provide required do
1
Unable to provide required do
1
1

Grant Score Final
37
42
42
32
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17
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32
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44
64
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67
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94
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72
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104
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94
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Created On	Business Name	Full Name
3/16/2022	Border Plastics of Laredo, LLC	Lizandra Palma
3/16/2022	Dollz Boutique	Angelica Rodriguez
3/23/2022	Las Kekas Restaurant LLC	Teresa Martinez
3/14/2022	Smart Screen Services, Inc.	Luis Castro Rios
3/16/2022	OTRT INC.	EDUARDO MEDINA
3/25/2022	Momentum Running Co., L.L.C.	Jorge Nazarin
3/16/2022	Scissors Palace	Victor Navarro
3/18/2022	Ceci Fashion Usa Inc	Hyo g Park
3/16/2022	J.S. Imperio Construction and Real Estate, LLC	Joshua Soto
3/17/2022	Alen Embroidery, Ltd.	Alma Narvaez
3/15/2022	Programming 3PL, LLC	Myriam Cardenas
3/15/2022	Ruiz Training Center LLC	Jorge Ruiz
3/15/2022	Big Boyz Pressure Washing LLC	Julio Dominguez
3/14/2022	Las Margaritas Slushies and Cream, Inc	Lorenzo Diaz III
3/16/2022	MMB, L.L.C. DBA First Class Learning Center	Irma Barragan
3/18/2022	Texas Parade Association	Rene Cardona
3/14/2022	Monica L. Becerra, Realtor	Monica Becerra
3/15/2022	Empowered Innovators LLC	Sarah Gomez
3/17/2022	Black Casino LLC	Teresa Padilla
3/26/2022	Fed Tax Pros, LLC	Ricardo Cortez
3/28/2022	D & M Enterprise, LLC	David Garza
3/27/2022	Brewer Learning Store	Sandra Morales
3/24/2022	Casa De Nuestra Gente Inc.	Marcela Trevino
3/16/2022	J G METRO AUTO SALES, INC	Jorge Gutierrez
3/21/2022	RC Trucking	Reinaldo Gonzalez
3/24/2022	MAMBO'S SPORTS PUB, LLC	Olivia Gonzalez
3/15/2022	Poli-Oli Inc.	HALIMA AHMED
3/24/2022	Magic Times Child Care	SARA SALDANA
3/31/2022	Emanul LLC	Jose Perez
4/1/2022	KD BUSINESS SOLUTIONS LLC	Kelley Garcia
3/18/2022	COOL GADGETS INC	Mayra Ortiz
3/18/2022	ALEDEL FITNESS BOUTIQUE	Alejandra Delgado
3/18/2022	Laura’s Income Tax Service	Laura Jaramillo
3/15/2022	Rubio Electric	Alfred Rubio
3/30/2022	Ailed Rodriguez Perez, CHB	Alled Rodriguez Perez
3/30/2022	J & E Bail Bonds	Elizabeth Ramos
4/1/2022	South Texas Health Screening LLC	Maria Villagran
4/1/2022	Frank's Computer Repair, LLC	Francisco Gonzalez
3/15/2022	Tax Associates of Laredo LLC	Gustavo Hernandez
3/15/2022	Classic Tavern, Inc.	Victor Medina
3/15/2022	Allure Boudoir Photography LLC	Kimberly Gallegos
3/16/2022	IFIXPHONES, LLC	JORGE LIRA
3/16/2022	Postos LLC	Platon Ostos
3/24/2022	Yoly's Cafe	Yolanda Santos
3/30/2022	HUMBERTO’S PAINTING	Humberto Johnson
4/1/2022	Rolando’s Restaurant	Rolando Sauceda

3/14/2022	SnapAPic Photo Booth	Erika Santos
3/15/2022	Fito's Asador	Rodolfo Vazquez
3/15/2022	Spyderjump of Laredo LLC	Gabriela Maya
3/22/2022	Ugalde Overhead Door	Jose Ugalde
3/23/2022	Nava transportation	Brian Navarro
3/27/2022	Athena's Texas Services Inc	Yolanda Garcia
3/15/2022	Bronze Ventures LLC	Juan Rodriguez
3/23/2022	4:13 Enterprises LLC	Jessica Garcia
3/29/2022	X-Trim Cuts	Martha Canales
3/18/2022	Wings Route LLC	Claudia Ortega
4/1/2022	My Kids Learning Center	Paula Hernandez
3/15/2022	ISA FORMARDING PTR	JUAN ROJO
3/15/2022	Alejandra’s Day Care	Rosa Valenzuela
3/16/2022	JH Transport	Jaqueline Moreno
3/20/2022	Fresh Snacks, LLC	Dora Rodriguez
3/21/2022	Organic Man Coffee Trike	Julio Venegas
4/1/2022	IMC TRUCKING LLC	PETRA REYES
3/24/2022	Salinas Transportation Services	Adalberto Salinas Jr
3/24/2022	Little Buddies Child Care Center	Maria Torres
3/29/2022	RBGM Group Inc	ROSA SANTIZO
3/29/2022	Border Fire & Safety Equipment Co., Inc.	Gustavo Rendon
3/30/2022	Hair Sensations	Mary Lou McBride
3/14/2022	Carrera’s Rapid Transport Inc	Manuel Carrera
3/17/2022	VARS Furniture and Appliances	Valente Arroyo
3/17/2022	Vector Group LLC	Armando Castillo
3/22/2022	Charly Transportation L.L.C	Juan Garcia
3/29/2022	Solano Electronics	Arturo Solano
3/29/2022	Debaneth, INC	Saul Rodriguez
3/15/2022	XCLD DEALER TRANSPORT	Fanny Mata
3/31/2022	Casa El Milagro	Mirtha Escobedo
4/1/2022	Mayela's Healthy Club	Maria Ramos
3/16/2022	Beautiful Skin	Ashia Forbes
3/20/2022	Moreau Orthopaedics PLLC	Yvel Moreau
3/23/2022	TRIPLE A PROMOTIONS, LLC	Adolfo Martinez
3/29/2022	SUNSHINE LITTLE SCHOOL CHILD CARE & LEARNING CENTE	LIDIA MORALES
3/31/2022	Brakes Auto Parts	Sonia Garcia
3/15/2022	Go Vend, LLC	Pedro Gonzalez
3/17/2022	L. Martinez Incometax Services	Leydiana Martinez
3/17/2022	J&M TIRE SHOP	carlos jimenez
3/15/2022	Clementine’s Kitchen	Vanessa Ramirez
3/23/2022	Kreationz, LLC	Raj Moorjani
3/30/2022	Garten City Landscape Design	Berman Rivera
3/18/2022	Vidal Motor Sales	SANLUCAS RODRIGUEZ
3/23/2022	1st Choice Air Conditioning and Heating	Gerardo Bustamante
3/17/2022	The Barber Education Academy	Wendy Hernandez
3/20/2022	MAGIK TOUCH BUILDING MAINTENANCE, LLC	John Johnson
3/28/2022	URBINA EXPRESS INC	EDGAR URBINA

3/15/2022	Grow Laredo	David Vasquez
3/28/2022	CRANE WELDING SERVICE	Omar Garza
3/31/2022	Ihaul4u Llc	Azalia De la Garza Sanchez
4/1/2022	Jujuice LLC	Felipe Godina
3/18/2022	Soto Distribution Service, LLC	Arturo Soto
4/1/2022	DJ Hauling Express, LLC	Daniel Juarez
3/21/2022	BELLA VITA LASHES, INC.	Melissa Noyola
3/24/2022	Jenesis Emergency Services, INC.	Veronica Malacara
3/24/2022	Oriental Acupuncture Holistic Clinic	Jose Martinez
3/30/2022	THE CHLORINE CONNECTION	Ricardo Rodriguez
4/1/2022	13th West Media	Luis Tienda Jr
3/17/2022	Cavazos Auto Sales, Inc	Ali Cavazos
3/18/2022	Galsan	Juan Galvan
3/18/2022	South Texas Supervised Visitation Center, LLC	Sarah Smith Galvan
3/22/2022	Papillo's	Daniel Martinez
3/25/2022	HC Trucking DBA Herminio Carrillo	Herminio Carrillo
3/15/2022	Casa Grace	CHI CHUNG
3/15/2022	Don Pablo's Restuarant	Sheeyla Briseno
3/16/2022	Nuts and Stuff	Juan Magana
3/14/2022	FRIENDLY CARE HOME HEALTH SERVICES, LLC	DIANA CASTILLO
3/15/2022	GC Millennium Forwarding, Inc.	Dora Guerra
3/20/2022	Dance World	Adriana Canales
3/31/2022	PERFORMANCE AIR	ROGELIO ARMENDAREZ
3/15/2022	Selma D Martinez Realty	SELMA MARTINEZ
3/23/2022	Bella's Beauty Supply LLC	Socorro Bella
3/26/2022	Blue Bullet LLC	Carlos Macias-Trejo
4/1/2022	El Horno Pizzeria	Luis Eguia
3/14/2022	street sweets & eats	aberdeem gonzalez
3/15/2022	JVT Freight Carriers, Inc	Javier Hernandez
3/16/2022	Gorillas Garage Center	daniel valderrama
3/16/2022	Productos Dona Blanca, LLC	Naomi Mercado
4/1/2022	TRIPLE R CARRIERS INC	Roberto Perez
3/15/2022	JABK Homes	Jorge Barrera
3/25/2022	M&L SIGNS	Maria Munoz
4/1/2022	Oh My Dog Pet Boutique	Arnulfo Mena Trevino Jr
3/30/2022	Optimum Distribution, LLC	Mario Rodriguez II
5/6/2022	Green Truck Express LLC	
3/23/2022	M & F Technologies, LLC	Maria Perez
3/14/2022	LEBIRAM LLC	Maribel Garcia
3/16/2022	GIP Enterprises, Inc.	Gerardo Palma
3/19/2022	Geno's World of Karaoke	Eugenio Almendarez IV
3/22/2022	Garcj-O Transportation LLC	Jose Arturo Sosa
3/28/2022	Laredo Muffler Shop, Inc.	Juan Gutierrez
3/29/2022	Laredo Cycles II	Jose Luis Flores II
3/31/2022	Raz Welding Co.	Raul Raz
3/31/2022	NCT TRANSPORT	NOE TREVINO JR
4/1/2022	Rivas-Martinez & Associates	Andres Rivas Chavez

3/15/2022	BNCS, INC.	Nora Flores
3/18/2022	Ultimate surface cleaning	Jose Lopez
3/22/2022	Natural Beauty	Karla Gutierrez Medina
3/29/2022	WHITE BULLS TRUCKING	Federico Morales-Garza
3/31/2022	Fitness Evolve	Samuel Mendez
4/1/2022	GUAJARDO AND SONS ENTERPRISE LLC	EDUARD GUAJARDO III
3/17/2022	JL Garcia Insurance	Jose Garcia
3/15/2022	Blooming Kids LLC	Araceli Chapa
3/31/2022	CFS Accounting Service	Grace Decamps
3/16/2022	Little Characters Daycare & Learning Center, LLC	Claudia Solis
3/31/2022	Vi-Sa Xpress	Victor Gonzalez
3/17/2022	Asociados DJLS, LLC	SHEILA MURILLO
3/24/2022	RE Santos Investments LLC	Ernesto Santos
3/16/2022	Transportes Medina A.S. LLC	Avelina Silva
3/16/2022	SM CONSTRUCTION	SERGIO MANRIQUE
3/16/2022	Rodriguez Welding Service	Ernesto Rodriguez Jr
3/17/2022	CONNECTIONS	Maritza Saucedo
4/1/2022	Unlimited Forwarding, Inc	Adriana Rodriguez
3/21/2022	Sunshine Academy LLC	Tania Galindo
3/31/2022	JALPENOS P & W, LLC	ROSA CUEVAS
3/15/2022	Charlie's Cigar Lounge	Omar Ayala
3/22/2022	EMMANUEL, INC	Robert Castillon
3/23/2022	Capstone Mobile General Dentistry	Roberto Ramirez
3/26/2022	Roma Valley Food Service, LLC	Monica Brito Chabrand
3/28/2022	LAREDO DISTRICT COMPANY LLC	LUIS BUENTELLO
4/1/2022	ABC HOME HEALTH LLC	REYNALDO VALDEZ
4/1/2022	Stone Arte International LLC	gabriel orozco
3/22/2022	Bazzar International, LLC	Mehran Esfandi
3/22/2022	DaJa Trucking	David Carrillo
4/1/2022	DELGADO CARRIERS LLC	NANCY GORDILLO
3/16/2022	TMR Forwarding Inc	magdalena cazares
3/16/2022	Civana Logistics LLC	Cynthia Maldonado
4/1/2022	Yoga Yug	Claudia Garza
3/17/2022	G&F transport LLC	Francisco Zamora
3/28/2022	Power Shades	Ruben Guerrero
3/23/2022	ScorpioC LLC	Jose Cerda Jr
3/24/2022	FLASH INTERNATIONAL CARRIER INC	OLIVIA CAMBEROS
3/31/2022	Myreida's Linens, LLC	Myreida Salinas
3/30/2022	BTLOGISTICS	Jorge Salinas
3/17/2022	Dance Expressions Performing Arts Studio	Cheryl Kirkpatrick
3/16/2022	Jesus S Sanchez, CHB	jesus sanchez
3/16/2022	Diana Villaveces	Diana Villaveces
3/17/2022	Adrian's Promotions	Hugo Peralta
3/15/2022	Sweet Pastry Shoppe, LLC.	Andria Elliott

Business Email	Main Phone (Business)	Criteria Met
garza_lizandra@hotmail.com	956-237-0092	Yes
steph86tx@hotmail.com	956-319-0036	Yes
jeanbellizzia@yahoo.com	956-251-8289	Yes
smartscreentx@gmail.com	956-771-9301	Yes
LALADY-7@HOTMAIL.COM	956-237-3718	Yes
momentumrunningco@gmail.com	956-740-0815	Yes
scissorspalacetx@gmail.com	956-324-4273	Yes
ceci.younghee@gmail.com	956-342-1588	Yes
josh@jsimperio.com	956-639-6460	Yes
anarvaez@falconbank.com	956-237-0212	Yes
myriamc@p-3pl.com	956-206-7527	Yes
ruiztrainingcenter@gmail.com	956-789-3749	Yes
bigboyzpressurewashing@gmail.com	956-282-6767	Yes
lenchohoo@yahoo.com	956-701-8940	Yes
marioalbertobarragan@yahoo.com	956-473-9519	Yes
vparade12@yahoo.com	956-480-3364	Yes
monab73@gmail.com	956-744-9116	Yes
info@loveeats.co	956-774-4842	Yes
tere.opadilla@yahoo.com	956-726-1812	Yes
ceo@fedtaxpros.com	956-489-6360	Yes
bandshop@hotmail.com	956-235-1969	Yes
sism4969@gmail.com	956-763-4096	Yes
casadenuestragente@yahoo.com	956-753-6493	Yes
jgmetro2000@msn.com	956-693-7744	Yes
renalds2968@gmail.com	956-635-9373	Yes
gonzalezolivia81@yahoo.com	956-740-8662	Yes
halimakahmed786@gmail.com	956-334-5049	Yes
threegdm@yahoo.com	956-286-8623	Yes
tberenice34@gmail.com	956-337-5580	Yes
kelleyrwalters@gmail.com	956-844-6107	Yes
mayramore86@gmail.com	956-293-0378	Yes
ale_delgado_@hotmail.com	956-236-8477	Yes
laurasincometaxservice@gmail.com	956-319-6356	Yes
rubioelectric12@gmail.com	956-722-3908	Yes
ailedrod@gmail.com	956-337-7861	Yes
eramos1981@yahoo.com	956-754-9314	Yes
sthscreening@hotmail.com	956-237-5036	Yes
frank@frankscomputerrepair.net	956-267-4669	Yes
gustavo@gchaccountants.com	956-290-9788	Yes
erika.puerto@yahoo.com.mx	956-606-0721	Yes
allureboudoirbykim@gmail.com	956-206-9337	Yes
IFIXPHONESLAREDO@GMAIL.COM	956-539-9029	Yes
platonostos@gmail.com	956-337-4606	Yes
ygsantos@aol.com	956-645-6511	Yes
humbertojohnson18@yahoo.com	956-324-5734	Yes
rolandosrestaurant1@gmail.com	956-693-8044	Yes

snapapicphotobooth@gmail.com	956-462-4108	Yes
autornet@hotmail.com	956-949-6670	Yes
jaligny@gmail.com	956-206-9544	Yes
e.ugalde14510@gmail.com	956-645-7574	Yes
navatransportation27@gmail.com	956-286-5207	Yes
soccer_is_passion@hotmail.com	956-764-9525	Yes
bronzebuilders@outlook.com	956-740-8683	Yes
the.sports.center@hotmail.com	956-717-3323	Yes
marthac528@yahoo.com	956-725-9184	Yes
rhgroup37@gmail.com	956-775-0672	Yes
mykidslrnctr@gmail.com	956-480-8248	Yes
grupo_orion@prodigy.net.mx	956-962-4078	Yes
rvalenzuela6334@gmail.com	956-334-5084	Yes
Jackiegiselle@yahoo.com	956-740-9195	Yes
freshsnacksoflaredo@gmail.com	956-754-0767	Yes
organicmancoffeetrike@gmail.com	956-324-6004	Yes
irene-0730@hotmail.com	956-898-5375	Yes
salinasts316@gmail.com	956-236-9087	Yes
conytusa@yahoo.com	956-319-5615	Yes
rosy5398@gmail.com	956-235-0869	Yes
borderfiresafetyinc@yahoo.com	956-791-1176	Yes
benlaredo@hotmail.com	956-206-9269	Yes
carrerarapidtransport@outlook.com	956-962-3326	Yes
vars.furniture.app@gmail.com	956-608-1860	Yes
armandocastillo84@gmail.com	956-516-8521	Yes
management@charlytransportationllc.com	956-552-3691	Yes
maribeell67@gmail.com	956-324-6451	Yes
DEBANETH777@GMAIL.COM	956-645-0249	Yes
fanny_mata2000@yahoo.com	956-898-6717	Yes
escobedomirtha@yahoo.com	956-206-5388	Yes
mayelar1964@hotmail.com	956-754-9301	Yes
ashiaforbes85@gmail.com	616-930-2852	Yes
moreauorthopaedics@yahoo.com	956-724-5666	Yes
fitomassge@hotmail.com	956-242-9814	Yes
CHRBET10@HOTMAIL.COM	956-286-2379	Yes
soniamarlengarcia@gmail.com	956-949-7555	Yes
pgonzalez2@stx.rr.com	956-645-9876	Yes
martinezleydiana@yahoo.com	956-324-7211	Yes
cj1512@live.com	956-786-0283	Yes
clementineskitchen@yahoo.com	956-740-4464	Yes
rkmoorjani@yahoo.com	956-206-8317	Yes
berman@riveralangdesign.com	512-934-8332	Yes
CRDZ8534@GMAIL.COM	956-235-1476	Yes
bustamantejerry@gmail.com	956-602-6954	Yes
jh@thebarbereducation.com	956-763-5551	Yes
magiktouch@sbcglobal.net	956-740-1157	Yes
urbinaexp@outlook.com	956-489-3306	Yes

gbmworldwide@gmail.com	956-744-5274	Yes
Horseman65welding@yahoo.com	956-744-1785	Yes
ihaul4uservice@gmail.com	956-775-1640	Yes
info@jujuicecoldpressedjuicery.com	956-693-9902	Yes
sotodistribution02@prodigy.net	956-725-1520	Yes
DJ5850801@GMAIL.COM	956-265-2165	Yes
melheredia@gmail.com	830-968-8337	Yes
ronniemalacara@yahoo.com	956-712-3326	Yes
adrian1mtz@yahoo.com	956-728-8854	Yes
ricardoarod@yahoo.com	956-236-3675	Yes
13thwestmedia@gmail.com	956-319-8542	Yes
cavazosautosalesinc@live.com	956-337-3530	Yes
galsanlogistics@outlook.com	956-415-1246	Yes
stsvc.llc@gmail.com	210-414-1503	Yes
papillos.preschool@gmail.com	956-791-8945	Yes
hctrucking10@gmail.com	956-235-0645	Yes
davidchung0806@gmail.com	956-754-0568	Yes
pablobriseno71855@gmail.com	956-415-7188	Yes
maganajj@hotmail.com	956-285-7699	Yes
dianaccardenas@yahoo.com	956-324-4537	Yes
gcmillenniumfwd@gmail.com	956-489-1067	Yes
danceworldlaredo@gmail.com	956-436-8319	Yes
AJMCPA@HOTMAIL.COM	956-796-9292	Yes
selma@pbipropertiesinc.com	956-286-3223	Yes
bebellasupply@gmail.com	956-645-8060	Yes
bluebulletfirearms@outlook.com	956-220-4379	Yes
jaez1963@hotmail.com	956-857-2110	Yes
streetsweetstx@gmail.com	956-267-9861	Yes
jhdz1966@hotmail.com	956-334-3365	Yes
danielvalderrama553@gmail.com	956-754-2519	Yes
productosdonablanca@gmail.com	956-237-9234	Yes
triplercarriersinc9@gmail.com	956-489-9759	Yes
jabkhomes5@gmail.com	956-482-4507	Yes
diseno.bocetos@gmail.com	956-949-0576	Yes
omd.boutique@gmail.com	956-286-8363	Yes
marodriguez@mardespachos.com	956-235-5053	Yes
greentruckexpressllc@gmail.com	956-763-5988	Yes
maryp8888@hotmail.com	956-857-7766	Yes
lebiramgar08@yahoo.com	956-774-5383	Yes
gpalma@gipent.com	956-326-5418	Yes
genosworldofkaraoke@gmail.com	956-206-7644	Yes
arturogarcia.6831@gmail.com	956-763-1288	Yes
dianamartinez152@yahoo.com	956-722-1522	Yes
laredocycles@yahoo.com	956-645-9116	Yes
MARTHASANCHEZ15@HOTMAIL.COM	956-645-1522	Yes
ntrevino11@stx.rr.com	956-473-9442	Yes
drarch@gmail.com	956-740-8424	Yes

thenoraflores@gmail.com	956-740-9888	Yes
ultimatesurfacecleaning@gmail.com	956-337-0833	Yes
deftones_klgp@hotmail.com	956-949-5330	Yes
whitebullstrucking@yahoo.com	956-724-2688	Yes
samo@fitnessevolve.net	956-337-1482	Yes
guajardoandsonsenterprise@gmail.com	956-319-6838	Yes
josel1106@gmail.com	956-857-5573	Yes
bloomingkidsllc@gmail.com	956-237-1249	Yes
gracedecamps@aol.com	956-220-9400	Yes
littlecharacters_21@yahoo.com	956-337-8293	Yes
visaxpress20@gmail.com	956-744-0255	Yes
sheilagarayep@hotmail.com	956-220-3156	Yes
santosinc@me.com	956-744-1859	Yes
conysylva@yahoo.com	956-774-5299	Yes
madel55@live.com.mx	956-334-2896	Yes
Rodriguezwelding@gmail.com	956-763-3140	Yes
maritza.saucedo@live.com	956-723-8807	Yes
adriana@unlimitedfwd.com	956-791-0435	Yes
sunshinekinderuno@gmail.com	956-740-0522	Yes
info@jalapenos-pizza.com	956-235-3332	Yes
omarayala668@gmail.com	956-334-3879	Yes
starbdance@gmail.com	956-725-7827	Yes
drramirez@att.net	956-286-7502	Yes
monica.castellanos@texadelphia.com	956-283-6956	Yes
aurorasabinas83@yahoo.com	956-319-8913	Yes
abchomehealth504@gmail.com	956-324-4079	Yes
stonearteint@gmail.com	956-718-1974	Yes
bargaintshirt@aol.com	956-949-0603	Yes
carrillo.david87@yahoo.com	956-857-1264	Yes
NANCY@DELGADOCARRIERS.COM	956-701-7120	Yes
m.martinez@tmrforwarding.com	956-235-1102	Yes
payables@civanalogistics.com	956-235-4535	Yes
claudiag-4@hotmail.com	956-740-6291	Yes
gftransport2022@gmail.com	956-251-1741	Yes
power_shades@outlook.com	956-401-4951	Yes
jlcerdajr@gmail.com	956-244-0753	Yes
ceo@flashcarriers.com	956-635-8697	Yes
iker.sebastian1@yahoo.com	056-237-8480	Yes
JORGESALINASJAIMES@GMAIL.COM	956-236-9483	Yes
cherryk2001@aol.com	956-724-5330	Yes
jsanchez@aaesquivel.com	956-237-4474	Yes
eddreswat@gmail.com	205-341-7086	Yes
hugoadrian68@yahoo.com	956-740-8227	Yes
sweetpastryshoppe@yahoo.com	956-235-2301	Yes

Previous Monthly Revenue	Current Monthly Revenue	Percent Loss (calculated)
$3,029	$1,146	62.16%
$39,720	$27,052	31.89%
$23,521	$5,289	77.51%
$4,000	$3,750	6.25%
$14,909	$2,977	80.03%
$70,076	$64,932	7.34%
$11,015	$2,951	73.21%
$9,028	$3,562	60.54%
$22,984	$23,415	0.00%
$22,843	$15,136	33.74%
$0	$11,359	0.00%
$1,270	$5,635	0.00%
$29,542	$37,767	0.00%
$8,946	$4,763	46.77%
$19,383	$12,518	35.42%
$3,115	$2,132	31.56%
$3,824	$898	76.53%
$1,401	$1,024	26.85%
$30,720	$25,481	17.06%
$10,246	$9,430	7.96%
$9,396	$3,526	62.47%
$1,719	$1,250	27.30%
$33,565	$17,469	47.95%
$36,248	$31,633	12.73%
$8,060	$11,063	0.00%
$25,893	$13,006	49.77%
$24,165	$18,855	21.98%
$2,277	$1,877	17.59%
$7,819	$3,770	51.79%
$46,575	$48,082	0.00%
$6,139	$5,421	11.70%
$3,510	$6,610	0.00%
$15,755	$14,044	10.86%
$10,558	$8,257	21.79%
$5,996	$883	85.27%
$3,099	$2,895	6.60%
$3,184	$2,900	8.92%
$1,684	$1,900	0.00%
$1,900	$2,525	0.00%
$7,024	$2,926	58.35%
$3,929	$8,802	0.00%
$3,272	$4,369	0.00%
$23,327	$18,524	20.59%
$10,002	$6,116	38.85%
$960	$1,307	0.00%
$6,579	$6,546	0.49%

$1,445	$360	75.06%
$2,342	$1,500	35.94%
$6,667	$3,983	40.25%
$6,484	$3,333	48.60%
$0	$0	0.00%
$8,629	$2,413	72.04%
$1,108	$20,683	0.00%
$32,749	$26,511	19.05%
$14,155	$10,231	27.72%
$0	$0	0.00%
$11,092	$7,861	29.13%
$11,335	$5,082	55.17%
$6,545	$5,040	23.00%
$16,341	$13,265	18.82%
$27,789	$21,369	23.10%
$9,572	$16,099	0.00%
$8,497	$3,645	57.10%
$2,734	$11,667	0.00%
$7,470	$2,153	71.18%
$4,630	$4,495	2.93%
$9,872	$6,798	31.14%
$15,767	$12,555	20.37%
$4,217	$12,856	0.00%
$3,927	$9,227	0.00%
$2,386	$11,801	0.00%
$141,891	$135,116	4.78%
$3,574	$1,518	57.53%
$15,284	$15,944	0.00%
$2,951	$2,069	29.89%
$2,251	$2,216	1.53%
$1,440	$250	82.64%
$6,023	$3,549	41.08%
$0	$0	0.00%
$5,502	$4,140	24.75%
$5,860	$3,938	32.80%
$2,128	$2,347	0.00%
$2,065	$1,512	26.78%
$1,993	$1,954	1.96%
$2,665	$6,642	0.00%
$2,281	$7,803	0.00%
$3,268	$6,957	0.00%
$367	$10,272	0.00%
$17,063	$25,561	0.00%
$5,916	$3,356	43.27%
$16,929	$7,528	55.53%
$13,970	$16,868	0.00%
$1,497	$11,424	0.00%

$2,670	$1,242	53.49%
$4,800	$4,421	7.89%
$2,254	$1,269	43.67%
$15,080	$17,832	0.00%
$6,195	$3,837	38.06%
$4,917	$7,506	0.00%
$60,156	$42,323	29.64%
$27,568	$35,492	0.00%
$2,056	$2,407	0.00%
$2,164	$1,704	21.23%
$5,076	$3,546	30.13%
$53,889	$42,854	20.48%
$2,009	$7,520	0.00%
$5,843	$4,415	24.44%
$10,258	$10,640	0.00%
$7,989	$12,279	0.00%
$12,317	$6,720	45.44%
$10,841	$9,629	11.18%
$5,575	$1,804	67.64%
$39,163	$23,332	40.42%
$2,971	$15,531	0.00%
$847	$496	41.44%
$42,413	$40,900	3.57%
$12,281	$16,126	0.00%
$16,723	$13,029	22.09%
$0	$295	0.00%
$5,224	$2,407	53.93%
$518	$850	0.00%
$7,057	$10,942	0.00%
$2,153	$3,806	0.00%
$12,641	$12,152	3.87%
$14,581	$12,892	11.59%
$0	$0	0.00%
$8,345	$11,771	0.00%
$3,496	$3,411	2.43%
$48,312	$52,836	0.00%
$32,213	$36,977	0.00%
$1,398	$933	33.27%
$6,238	$5,437	12.83%
$14,720	$8,520	42.12%
$208	$0	100.00%
$16,621	$0	100.00%
$4,500	$3,795	15.65%
$3,459	$4,623	0.00%
$11,294	$8,800	22.08%
$0	$0	0.00%
$2,821	$4,350	0.00%

$2,268	$2,192	3.37%
$5,637	$6,296	0.00%
$9,949	$3,152	68.31%
$35,165	$18,300	47.96%
$0	$5,038	0.00%
$2,247	$14,988	0.00%
$1,546	$6,160	0.00%
$22,000	$12,042	45.27%
$1,095	$628	42.64%
$16,010	$21,210	0.00%
$2,381	$90	96.24%
$4,544	$14,421	0.00%
$4,222	$448	89.38%
$1,583	$1,667	0.00%
$4,893	$367	92.51%
$15,185	$4,978	67.22%
$2,522	$528	79.07%
$63,922	$46,599	27.10%
$57,628	$39,414	31.61%
$47,410	$0	100.00%
$8,156	$15,684	0.00%
$36,000	$10,708	70.25%
$10,275	$10,234	0.40%
$85,461	$49,596	41.97%
$57,391	$8,013	86.04%
$66,277	$41,554	37.30%
$17,456	$17,201	1.46%
$1,931	$248	87.17%
$8,298	$11,503	0.00%
$98,252	$10,833	88.97%
$22,538	$20,906	7.24%
$5,750	$33,333	0.00%
$960	$667	30.56%
$12,052	$10,286	14.65%
$0	$538	0.00%
$2,865	$1,148	59.94%
$158,552	$147,868	6.74%
$11,603	$23,696	0.00%
$5,467	$3,754	31.33%
$1,209	$319	73.60%
$3,037	$3,223	0.00%
$5,950	$3,065	48.49%
$17,961	$8,245	54.10%
$12,192	$8,852	27.39%

100% Documents	Business Ownership Type	Industry
Yes	Sole Proprietorship	MANUFACTURING
Yes	Sole Proprietorship	RETAIL
Yes	Limited Liability Company (LLC)	ACCOMODATION, FOOD SERVICES
Yes	Corporation	SERVICE
Yes	Corporation	SERVICE
Yes	Limited Liability Company (LLC)	RETAIL
Yes	Sole Proprietorship	SERVICE
Yes	Corporation	RETAIL
Yes	Limited Liability Company (LLC)	CONSTRUCTION
Yes	Limited Liability Company (LLC)	RETAIL
Yes	Corporation	TECHNOLOGY_INFORMATION
Yes	Limited Liability Company (LLC)	EDUCATION
Yes	Limited Liability Company (LLC)	SERVICE
Yes	Corporation	ACCOMODATION, FOOD SERVICES
Yes	Limited Liability Company (LLC)	SERVICE
Yes	Sole Proprietorship	ARTS, ENTERTAINMENT, RECREATION
Yes	Sole Proprietorship	REAL ESTATE
Yes	Limited Liability Company (LLC)	ACCOMODATION, FOOD SERVICES
Yes	Limited Liability Company (LLC)	HEALTHCARE_SOCIAL SERVICES
Yes	Limited Liability Company (LLC)	SERVICE
Yes	Limited Liability Company (LLC)	RETAIL
Yes	Sole Proprietorship	EDUCATION
Yes	Sole Proprietorship	SERVICE
Yes	Corporation	RETAIL
Yes	Sole Proprietorship	TRANSPORTATION_WAREHOUSING
Yes	Limited Liability Company (LLC)	ACCOMODATION, FOOD SERVICES
Yes	Corporation	RETAIL
Yes	Sole Proprietorship	EDUCATION
Yes	Limited Liability Company (LLC)	SERVICE
Yes	Corporation	HEALTHCARE_SOCIAL SERVICES
Yes	Corporation	RETAIL
Yes	Sole Proprietorship	SERVICE
Yes	Sole Proprietorship	PROFESSIONAL_TECHNICAL SERVICES
Yes	Sole Proprietorship	SERVICE
Yes	Sole Proprietorship	TRANSPORTATION_WAREHOUSING
Yes	Sole Proprietorship	SERVICE
Yes	Limited Liability Company (LLC)	HEALTHCARE_SOCIAL SERVICES
Yes	Limited Liability Company (LLC)	TECHNOLOGY_INFORMATION
Yes	Limited Liability Company (LLC)	FINANCE_INSURANCE
Yes	Corporation	ARTS, ENTERTAINMENT, RECREATION
Yes	Limited Liability Company (LLC)	ARTS, ENTERTAINMENT, RECREATION
Yes	Limited Liability Company (LLC)	SERVICE
Yes	Sole Proprietorship	TRANSPORTATION_WAREHOUSING
Yes	Sole Proprietorship	ACCOMODATION, FOOD SERVICES
Yes	Sole Proprietorship	CONSTRUCTION
Yes	Sole Proprietorship	SERVICE

Yes	Sole Proprietorship	SERVICE
Yes	Sole Proprietorship	ACCOMODATION, FOOD SERVICES
Yes	Limited Liability Company (LLC)	ARTS, ENTERTAINMENT, RECREATION
Yes	Sole Proprietorship	PROFESSIONAL_TECHNICAL SERVICES
Yes	Sole Proprietorship	TRANSPORTATION_WAREHOUSING
Yes	Corporation	SERVICE
Yes	Limited Liability Company (LLC)	CONSTRUCTION
Yes	Limited Liability Company (LLC)	RETAIL
Yes	Sole Proprietorship	SERVICE
Yes	Limited Liability Company (LLC)	ACCOMODATION, FOOD SERVICES
Yes	Limited Liability Company (LLC)	EDUCATION
Yes	General Partnership	SERVICE
Yes	Sole Proprietorship	EDUCATION
Yes	Sole Proprietorship	TRANSPORTATION_WAREHOUSING
Yes	Limited Liability Company (LLC)	ACCOMODATION, FOOD SERVICES
Yes	Sole Proprietorship	ACCOMODATION, FOOD SERVICES
Yes	Limited Liability Company (LLC)	TRANSPORTATION_WAREHOUSING
Yes	Sole Proprietorship	TRANSPORTATION_WAREHOUSING
Yes	Limited Liability Company (LLC)	EDUCATION
Yes	Corporation	SERVICE
Yes	Corporation	SERVICE
Yes	Sole Proprietorship	SERVICE
Yes	Corporation	TRANSPORTATION_WAREHOUSING
Yes	Sole Proprietorship	WHOLESALE
Yes	Limited Liability Company (LLC)	TRANSPORTATION_WAREHOUSING
Yes	Limited Liability Company (LLC)	TRANSPORTATION_WAREHOUSING
Yes	Sole Proprietorship	PROFESSIONAL_TECHNICAL SERVICES
Yes	Corporation	SERVICE
Yes	Sole Proprietorship	SERVICE
Yes	Sole Proprietorship	RETAIL
Yes	Sole Proprietorship	SERVICE
Yes	Sole Proprietorship	RETAIL
Yes	Limited Liability Company (LLC)	HEALTHCARE_SOCIAL SERVICES
Yes	Limited Liability Company (LLC)	ARTS, ENTERTAINMENT, RECREATION
Yes	Sole Proprietorship	EDUCATION
Yes	Sole Proprietorship	RETAIL
Yes	Limited Liability Company (LLC)	ACCOMODATION, FOOD SERVICES
Yes	Sole Proprietorship	SERVICE
Yes	Sole Proprietorship	SERVICE
Yes	Sole Proprietorship	ACCOMODATION, FOOD SERVICES
Yes	Limited Liability Company (LLC)	RETAIL
Yes	Sole Proprietorship	AGRICULTURE FORESTRY, FISHING_H
Yes	Sole Proprietorship	RETAIL
Yes	Sole Proprietorship	PROFESSIONAL_TECHNICAL SERVICES
Yes	Corporation	EDUCATION
Yes	Limited Liability Company (LLC)	SERVICE
Yes	Corporation	TRANSPORTATION_WAREHOUSING

Yes	Sole Proprietorship	PROFESSIONAL_TECHNICAL SERVICES
Yes	Sole Proprietorship	MINING, QUARRYING_OIL_GAS EXTR
Yes	Limited Liability Company (LLC)	TRANSPORTATION_WAREHOUSING
Yes	Limited Liability Company (LLC)	ACCOMODATION, FOOD SERVICES
Yes	Limited Liability Company (LLC)	SERVICE
Yes	Limited Liability Company (LLC)	TRANSPORTATION_WAREHOUSING
Yes	Corporation	SERVICE
Yes	Sole Proprietorship	HEALTHCARE_SOCIAL SERVICES
Yes	Sole Proprietorship	HEALTHCARE_SOCIAL SERVICES
Yes	Sole Proprietorship	SERVICE
Yes	Sole Proprietorship	PROFESSIONAL_TECHNICAL SERVICES
Yes	Corporation	TRANSPORTATION_WAREHOUSING
Yes	Sole Proprietorship	TRANSPORTATION_WAREHOUSING
Yes	Limited Liability Company (LLC)	HEALTHCARE_SOCIAL SERVICES
Yes	Sole Proprietorship	EDUCATION
Yes	Sole Proprietorship	TRANSPORTATION_WAREHOUSING
Yes	Sole Proprietorship	RETAIL
Yes	Sole Proprietorship	ACCOMODATION, FOOD SERVICES
Yes	Sole Proprietorship	ACCOMODATION, FOOD SERVICES
Yes	Limited Liability Company (LLC)	HEALTHCARE_SOCIAL SERVICES
Yes	Corporation	SERVICE
Yes	Sole Proprietorship	SERVICE
Yes	Sole Proprietorship	SERVICE
Yes	Sole Proprietorship	REAL ESTATE
Yes	Limited Liability Company (LLC)	SERVICE
Yes	Limited Liability Company (LLC)	RETAIL
Yes	Sole Proprietorship	ACCOMODATION, FOOD SERVICES
Yes	Sole Proprietorship	ACCOMODATION, FOOD SERVICES
Yes	Corporation	TRANSPORTATION_WAREHOUSING
Yes	Sole Proprietorship	SERVICE
Yes	Limited Liability Company (LLC)	WHOLESALE
Yes	Corporation	TRANSPORTATION_WAREHOUSING
Yes	Sole Proprietorship	CONSTRUCTION
Yes	Sole Proprietorship	SERVICE
Yes	Sole Proprietorship	RETAIL
Yes	Limited Liability Company (LLC)	TRANSPORTATION_WAREHOUSING
Yes	Limited Liability Company (LLC)	
Yes	Limited Liability Company (LLC)	TECHNOLOGY_INFORMATION
Yes	Limited Liability Company (LLC)	SERVICE
Yes	Corporation	MANUFACTURING
Yes	Sole Proprietorship	ARTS, ENTERTAINMENT, RECREATION
Yes	Corporation	TRANSPORTATION_WAREHOUSING
Yes	Limited Liability Company (LLC)	SERVICE
Yes	Sole Proprietorship	SERVICE
Yes	Sole Proprietorship	MANUFACTURING
Yes	Sole Proprietorship	TRANSPORTATION_WAREHOUSING
Yes	Sole Proprietorship	FINANCE_INSURANCE

Yes	Sole Proprietorship	REAL ESTATE
Yes	Sole Proprietorship	SERVICE
Yes	Sole Proprietorship	RETAIL
Yes	Sole Proprietorship	TRANSPORTATION_WAREHOUSING
Yes	Sole Proprietorship	SERVICE
Yes	Sole Proprietorship	TRANSPORTATION_WAREHOUSING
Yes	Sole Proprietorship	FINANCE_INSURANCE
Yes	Limited Liability Company (LLC)	EDUCATION
No	Sole Proprietorship	FINANCE_INSURANCE
Yes	Limited Liability Company (LLC)	EDUCATION
Yes	Corporation	TRANSPORTATION_WAREHOUSING
Yes	Limited Liability Company (LLC)	ACCOMODATION, FOOD SERVICES
Yes	Limited Liability Company (LLC)	RETAIL
Yes	Sole Proprietorship	TRANSPORTATION_WAREHOUSING
Yes	Sole Proprietorship	CONSTRUCTION
Yes	Sole Proprietorship	MINING, QUARRYING_OIL_GAS EXTR
Yes	Sole Proprietorship	SERVICE
Yes	Corporation	SERVICE
Yes	Limited Liability Company (LLC)	SERVICE
Yes	Limited Liability Company (LLC)	SERVICE
No	Limited Liability Company (LLC)	RETAIL
Yes	Corporation	RETAIL
Yes	Sole Proprietorship	HEALTHCARE_SOCIAL SERVICES
Yes	Limited Liability Company (LLC)	ACCOMODATION, FOOD SERVICES
Yes	Limited Liability Company (LLC)	SERVICE
Yes	Limited Liability Company (LLC)	HEALTHCARE_SOCIAL SERVICES
Yes	Limited Liability Company (LLC)	RETAIL
Yes	Limited Liability Company (LLC)	RETAIL
Yes	Sole Proprietorship	TRANSPORTATION_WAREHOUSING
Yes	Corporation	TRANSPORTATION_WAREHOUSING
Yes	Corporation	SERVICE
Yes	Limited Liability Company (LLC)	TRANSPORTATION_WAREHOUSING
Yes	Sole Proprietorship	SERVICE
Yes	Sole Proprietorship	TRANSPORTATION_WAREHOUSING
Yes	Sole Proprietorship	CONSTRUCTION
Yes	Limited Liability Company (LLC)	SERVICE
Yes	Corporation	TRANSPORTATION_WAREHOUSING
Yes	Limited Liability Company (LLC)	SERVICE
	Sole Proprietorship	TRANSPORTATION_WAREHOUSING
Yes	Sole Proprietorship	ARTS, ENTERTAINMENT, RECREATIOI
Yes	Sole Proprietorship	MANAGEMENT OF COMPANIES
Yes	Sole Proprietorship	HEALTHCARE_SOCIAL SERVICES
Yes	Sole Proprietorship	RETAIL
Yes	Limited Liability Company (LLC)	ACCOMODATION, FOOD SERVICES

NAICS Code	Current FT Employees	Funding Requested Date (Date)
454390	2	
448120	3	
722511	6	
541810	1	
722410	1	
451110	2	
812111	9	
448120	2	
236115	4	
448190	3	
541511	2	
611699	1	
811192	4	
445299	0	
624410	6	
812990	1	
531210	1	
722515	1	
621910	8	
541213	1	
451140	1	
453210	1	
624120	4	
441120	2	
484110	2	
722410	3	4/19/2022
445120	4	
624410	1	
812310	2	
446110	3	
446120	1	
722511	5	
541213	4	
811310	3	
488510	1	
812990	1	
621999	1	4/12/2022
811212	1	
541219	2	
722410	2	
541921	1	
811213	1	
484121	1	
722511	4	
238320	1	
722511	3	

532289	0	
722513	1	
713990	9	
238290	3	
484121	4	
561612	2	
238990	1	
451110	3	
812112	6	
722511	8	
624410	3	
484110	1	
624410	2	
484110	2	
722515	2	
722515	1	
484110	2	
213112	2	
624410	2	
541213	3	
423990	4	
812112	3	
484110	5	
442110	1	
484110	1	
484110	5	
811211	1	
541219	3	
441110	1	
453220	1	4/5/2022
446191	1	
446120	7	
621111	3	
711320	1	
624410	2	
441310	1	
454210	2	
541213	1	
441320	1	
722511	5	4/22/2022
448120	1	
561730	1	5/5/2022
441120	5	
238220	2	
611511	2	
561720	3	
484121	1	

541511	1	
238120	1	
484110	1	
722515	2	
488510	1	
484110	2	
812112	5	
621910	5	
621399	0	
561790	1	
541613	1	
441120	1	
484121	6	
621330	6	
624410	3	
484121	1	
448310	2	
722511	5	
722515	3	
621610	4	
488510	3	
611610	1	
238220	2	
531210	1	
446120	1	
453998	2	
722511	2	
722330	1	
484110	2	
811121	1	5/10/2022
311612	4	
484110	2	
236115	21	
339950	1	
453910	1	
488510	2	
811212	1	
541214	1	
424990	1	
711320	1	
484110	2	
811112	2	
441228	2	5/9/2022
238190	3	
484110	2	
524210	1	

531110	3	
561720	1	
446120	3	
484110	2	
713940	3	5/6/2022
484110	2	
524210	1	
624410	8	
541219	1	
624410	9	
484110	1	
722511	7	
722515	2	
484121	6	
238130	1	
238990	2	
488510	1	
484110	5	
624410	15	
722511	9	
722410	1	
446120	2	
621210	1	
722511	8	
722513	3	
621610	4	
444190	2	
448150	0	
484110	1	
484230	7	
488510	5	
541990	6	
611699	1	4/19/2022
484110	1	
332321	1	
541611	2	
484230	3	
531120	2	
484110	2	
611610	1	
488510	1	
621112	1	5/6/2022
323113	2	
445291	2	

Funded Date (Date)	Document Signing Complete Date (Date)	Grant Awarded Amount
5/2/2022	4/25/2022	$5,000
5/2/2022	4/28/2022	$15,000
5/2/2022	4/27/2022	$20,000
5/2/2022	4/26/2022	$5,000
5/2/2022	4/27/2022	$5,000
5/2/2022	4/27/2022	$15,000
5/2/2022	4/25/2022	$20,000
5/2/2022	4/26/2022	$15,000
5/2/2022	4/27/2022	$15,000
5/2/2022	4/28/2022	$15,000
5/2/2022	4/27/2022	$5,000
5/2/2022	4/27/2022	$5,000
5/2/2022	4/27/2022	$15,000
5/2/2022	4/27/2022	$5,000
5/2/2022	4/25/2022	$15,000
5/4/2022	5/2/2022	$5,000
5/4/2022	4/29/2022	$5,000
5/4/2022	4/29/2022	$5,000
5/4/2022	4/29/2022	$20,000
5/4/2022	5/2/2022	$15,000
5/4/2022	5/1/2022	$5,000
5/4/2022	4/29/2022	$5,000
5/4/2022	4/28/2022	$15,000
5/4/2022	4/29/2022	$15,000
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5/4/2022	4/28/2022	$15,000
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5/5/2022	5/4/2022	$5,000
5/5/2022	5/4/2022	$15,000
5/5/2022	5/4/2022	$5,000
5/5/2022	5/3/2022	$15,000

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5/5/2022	5/4/2022	$5,000
5/5/2022	5/2/2022	$15,000
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5/5/2022	5/4/2022	$15,000
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5/9/2022	4/27/2022	$5,000
5/9/2022	5/5/2022	$5,000
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5/9/2022	5/5/2022	$5,000
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5/9/2022	5/6/2022	$5,000
5/9/2022	5/4/2022	$15,000
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5/9/2022	5/5/2022	$5,000
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5/9/2022	5/5/2022	$5,000
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5/9/2022	5/6/2022	$15,000
5/9/2022	5/5/2022	$5,000
5/9/2022	5/5/2022	$15,000
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5/12/2022	5/10/2022	$15,000
5/12/2022	5/9/2022	$15,000
5/12/2022	5/10/2022	$5,000
5/12/2022	5/9/2022	$5,000
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5/12/2022	5/9/2022	$5,000
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5/12/2022	5/10/2022	$15,000
5/12/2022	5/10/2022	$15,000
5/12/2022	5/9/2022	$15,000
5/19/2022	5/6/2022	$5,000
5/19/2022	5/12/2022	$5,000
5/19/2022	5/12/2022	$5,000
5/19/2022	5/16/2022	$5,000
5/19/2022	5/11/2022	$15,000
5/19/2022	5/12/2022	$15,000
5/19/2022	5/12/2022	$15,000
5/19/2022	5/11/2022	$5,000
5/19/2022	5/12/2022	$15,000
5/19/2022	5/13/2022	$5,000

5/19/2022	5/13/2022	$5,000
5/19/2022	5/12/2022	$5,000
5/19/2022	5/12/2022	$5,000
5/19/2022	5/13/2022	$5,000
5/19/2022	5/12/2022	$5,000
5/19/2022	5/12/2022	$5,000
5/19/2022	5/13/2022	$5,000
5/19/2022	5/14/2022	$20,000
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5/27/2022	5/25/2022	$5,000
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6/1/2022	5/31/2022	$5,000
6/1/2022	5/27/2022	$5,000
6/1/2022	5/21/2022	$5,000
6/6/2022	5/9/2022	$5,000
6/6/2022	6/3/2022	$5,000
6/6/2022	5/26/2022	$15,000
		$1,840,000

Street 1 (Business)	City (Business)	State Name (Business)	Zip Code (Business)
8508 Harrison Ct	Laredo	Texas	78045
3402 E Del Mar Blvd	Laredo	Texas	78041
3914 McPherson Rd	Laredo	Texas	78041
1843 Stone Field Lane	Laredo	Texas	78045
1002 Iturbide St	Laredo	Texas	78040
1202 E Del Mar Blvd	Laredo	Texas	78041
1600 Water St	Laredo	Texas	78040
1112 Farragut St	Laredo	Texas	78040
1006 Garfield	Laredo	Texas	78040
1603 Calle del Norte	Laredo	Texas	78041
540 Altozano Dr	Laredo	Texas	78045
402 Hillside Rd	Laredo	Texas	78041
5802 Gale Ct.	Laredo	Texas	78041
1510 White Tail Ln	Laredo	Texas	78041
9652 Mcpherson rd	Laredo	Texas	78045
1113 Lope De Vega Dr	Laredo	Texas	78046
1752 Tiara Trl Apt 607	Laredo	Texas	78045
5402 MARCELLA AVE	Laredo	Texas	78041
501 Marina Suite 3	Laredo	Texas	78046
213 w village Blvd suite	Laredo	Texas	78041
4500 San Bernardo Ave	Laredo	Texas	78041
1002 Bustamante St	Laredo	Texas	78041
1212 N Meadow Ave	Laredo	Texas	78040
7030 S HWY 359	Laredo	Texas	78043
3907 Bannock Lane	Laredo	Texas	78043
201 W Del Mar Blvd. Sui	Laredo	Texas	78041
1719 Lincoln St.	Laredo	Texas	78046
2704 Chacota St	Laredo	Texas	78046
4420 S Zapata Hwy Suite	Laredo	Texas	78046
7109 N Bartlett Ave Ste	Laredo	Texas	78041
5300 San Dario Ave Unit	Laredo	Texas	78041
201 W Del Mar Blvd Suit	Laredo	Texas	78045
2015 Mallorca Dr	Laredo	Texas	78046
1719 San Bernardo Ave.	Laredo	Texas	78040
1800 Country Club Drive	Laredo	Texas	78045
1202 San Bernardo Ave	Laredo	Texas	78040
8918 Siller Loop	Laredo	Texas	78045
1701 Jacaman Rd. Ste R	Laredo	Texas	78041
1312 Houston St	Laredo	Texas	78040
120 W Village Blvd Suite	Laredo	Texas	78041
1802 Houston St	Laredo	Texas	78040
3440 N BUENA VISTA	Laredo	Texas	78043
502 Valnera Dr	Laredo	Texas	78043
604 Market St	Laredo	Texas	78040
303 SOUTH SEYMOUR	Laredo	Texas	78040
2601 Santa Maria Ave	Laredo	Texas	78040

5408 Ramirez Dr.	Laredo	Texas	78043
402 E Ash St	Laredo	Texas	78040
5800 San Dario Ave	Laredo	Texas	78041
510 Washington St	Laredo	Texas	78040
308 Segovia Dr	Laredo	Texas	78046
1932 Yukon Ln	Laredo	Texas	78045
615 ANGELA DR	Laredo	Texas	78046
4500 San Bernardo Ave,	Laredo	Texas	78041
5502 San Bernardo Ave.	Laredo	Texas	78041
7815 McPherson Rd	Laredo	Texas	78045
1605 Commerce Dr	Laredo	Texas	78041
1803 ADUANALES	Laredo	Texas	78041
1605 Woodstone Ct	Laredo	Texas	78045
103 Candlewood Rd	Laredo	Texas	78045
9708 McPherson Rd. Ste	Laredo	Texas	78045
4501 McPherson Suite 9	Laredo	Texas	78041
306 MESCALERO DR	Laredo	Texas	78045
3622 Kingston Ln	Laredo	Texas	78043
315 W Saunders St	Laredo	Texas	78041
5460 Springfield Ave Ste	Laredo	Texas	78041
131 Allen Dr	Laredo	Texas	78045
1605 E Del Mar Blvd	Laredo	Texas	78041
604 Bustamante St	Laredo	Texas	78041
6000 Santa Maria Ave	Laredo	Texas	78041
3009 John Steinbeck CT	Laredo	Texas	78041
4910 E Saunders St	Laredo	Texas	78041
1402 E. San Pedro	Laredo	Texas	78041
5460 Springfield Ave Ste	Laredo	Texas	78041
1615 woodland dr	Laredo	Texas	78045
419 E Gustavus St	Laredo	Texas	78040
1202 San Bernardo Ave	Laredo	Texas	78040
415 Cinnamon Teal Loop	Laredo	Texas	78045
1710 E. Saunders B440	Laredo	Texas	78045
3204 Locust St	Laredo	Texas	78043
8814 SHAMA CIR	Laredo	Texas	78045
9011 Yale St	Laredo	Texas	78045
1620 GARFIELD ST	Laredo	Texas	78043
3108 SAINT ISAAC LOOP	Laredo	Texas	78046
2820 US HIGHWAY 83	Laredo	Texas	78046
3301 San Bernardo Ave	Laredo	Texas	78040
5300 San Dario	Laredo	Texas	78040
2015 N Buena Vista Ave	Laredo	Texas	78043
1702	Laredo	Texas	78040
501 Century	Laredo	Texas	78046
1505 Calle Del Norte Sui	Laredo	Texas	78041
9023 Siller Loop	Laredo	Texas	78045
119 Kahlo Loop	Laredo	Texas	78045

2116 Lima Loop	Laredo	Texas	78045
157 Abbeville Dr	Laredo	Texas	78045
422 Longshadow Rd	Laredo	Texas	78041
1605 E Del Mar Blvd	Laredo	Texas	78041
341 Regal Dr	Laredo	Texas	78041
6620 N Bartlett Ave APT	Laredo	Texas	78041
6999 McPherson Rd	Laredo	Texas	78045
414 W Travis St	Laredo	Texas	78040
1516 Clark Blvd	Laredo	Texas	78040
524 IDYLWOOD LN	Laredo	Texas	78045
1312 Houston St.,	Laredo	Texas	78040
1412 San Bernardo Aver	Laredo	Texas	78040
3109 Lee Avenue	Laredo	Texas	78040
1414 N Meadow Ave	Laredo	Texas	78040
1318 Clark Blvd.	Laredo	Texas	78040
1812 Stone Field Ln	Laredo	Texas	78045
1207 Iturbide St	Laredo	Texas	78040
1206 Scott St	Laredo	Texas	78040
5300 San Dario	Laredo	Texas	78040
313 W. village blvd #108	Laredo	Texas	78041
5811 E Saunders St	Laredo	Texas	78041
3660 E Del Mar Blvd	Laredo	Texas	78041
1419 Springfield	Laredo	Texas	78043
6425 MCPHERSON RD	Laredo	Texas	78041
5901 McPherson Suite 1	Laredo	Texas	78041
2105 E San Jose St	Laredo	Texas	78043
10211 Golondrina Dr	Laredo	Texas	78045
2715 Clark Blvd	Laredo	Texas	78043
1520 Dra Eve Perez Lane	Laredo	Texas	78046
3909 Rotary St	Laredo	Texas	78043
216 N. Zapata Hwy.	Laredo	Texas	78043
3714 Brumoso Ct	Laredo	Texas	78046
5311 Cuenca Dr	Laredo	Texas	78046
2822 Emory Loop	Laredo	Texas	78043
7100 San Bernardo Ave,	Laredo	Texas	78041
308 Lake Carnegie	Laredo	Texas	78041
502 Valnera Dr	Laredo	Texas	78043
121 KENTUCKY ST	Laredo	Texas	78041
1613 SHERWOOD DR	Laredo	Texas	78045
14414 Industry Ave	Laredo	Texas	78045
4807 Paloma Ln	Laredo	Texas	78041
6831	Laredo	Texas	78043
1520 San Bernardo Ave	Laredo	Texas	78040
2202 Santa Ursula	Laredo	Texas	78040
5511 CISNEROS ST	Laredo	Texas	78043
3905 ACAPULCO	Laredo	Texas	78046
235 New Castle Dr	Laredo	Texas	78045

1615 JACAMAN RD	Laredo	Texas	78041
5504 Alabama	Laredo	Texas	78045
113 Tlaxcala Dr	Laredo	Texas	78045
1511 Sweden Ln	Laredo	Texas	78045
1014 Monaco Blvd	Laredo	Texas	78045
11107 Quintana Drive	Laredo	Texas	78045
114 knoll ave laredo	Laredo	Texas	78045
9109 McPherson Rd Ste	Laredo	Texas	78045
2326 Loma Vista Dr	Laredo	Texas	78046
3220 Ligarde St	Laredo	Texas	78043
618 Angela Drive	Laredo	Texas	78046
1119 Fenwick Dr	Laredo	Texas	78041
5300 San Dario Avenue	Laredo	Texas	78041
231 Toro Dr	Laredo	Texas	78045
112 Oregon Cir	Laredo	Texas	78041
1310 Larry Ln	Laredo	Texas	78045
10506 Winrock Dr	Laredo	Texas	78045
813 Union Pacific Blvd.	Laredo	Texas	78045
2715 E Del Mar Blvd	Laredo	Texas	78045
9802 MCPHERSON RD	Laredo	Texas	78045
7124 NE Bob Bullock Lo	Laredo	Texas	78045
502 W CALTON RD STE 1	Laredo	Texas	78041
5411 McPherson Rd	Laredo	Texas	78041
1408 E Del Mar Blvd	Laredo	Texas	78041
1306 Iturbide St	Laredo	Texas	78041
709 E CALTON RD STE 1(	Laredo	Texas	78041
3504 San Bernardo Ave	Laredo	Texas	78041
502 Flores Ave., Ste. B	Laredo	Texas	78040
121 Guanajuato	Laredo	Texas	78045
8601 Las Cruces Dr	Laredo	Texas	78045
14405 Export Rd	Laredo	Texas	78045
7019 W Village Blvd Ste	Laredo	Texas	78041
224 Washingtonia Dr	Laredo	Texas	78045
1102 Taft Ct	Laredo	Texas	78046
4402 Flores Ave	Laredo	Texas	78041
1406 Palmer Dr	Laredo	Texas	78045
7220 BOB BULLOCK SUI	Laredo	Texas	78041
9802 McPHerson Rd Ste	Laredo	Texas	78045
2018 DONA LUZ	Laredo	Texas	78045
117 Colorado St	Laredo	Texas	78041
9101 San Mateo Dr	Laredo	Texas	78045
1720 Galveston St	Laredo	Texas	78043
1020 Galveston St.	Laredo	Texas	78040
1202 E Del Mar Blvd	Laredo	Texas	78041

County Name (Business)	Gender	Minority	Race/Ethnicity Category 3
Webb	Female	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Male	Minority	Asian
Webb	Male	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Female	Minority	Asian
Webb	Female	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin

Webb	Female	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Female	Minority	African American
Webb	Male	Minority	African American
Webb	Male	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Male	Minority	Asian
Webb	Male	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin

Webb	Male	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Female	non-Minority	White
Webb	Male	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Male	Minority	Asian
Webb	Female	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin

Webb	Female	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Male	Minority	Other Minority
Webb	Male	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin
Webb	Male	Minority	Hispanic Origin
Webb	Female	non-Minority	White
Webb	Male	Minority	Hispanic Origin
Webb	Female	Minority	Hispanic Origin

Veteran Status	Assessed	Approved	Funding Requested	Assessed by
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
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Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
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Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
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Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Nataly Mojica
Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Spouse of Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Non-Veteran	TRUE	TRUE	FALSE	Liliane Spenle
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
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Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
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Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
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Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
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Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera

Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Non-Veteran	TRUE	TRUE	FALSE	Liliane Spenle
Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
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Non-Veteran	TRUE	TRUE	FALSE	Liliane Spenle
Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
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Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
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Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Spouse of Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes

Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Non-Veteran	TRUE	TRUE	FALSE	Veronica Lopez
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Non-Veteran	TRUE	TRUE	FALSE	Veronica Lopez
Non-Veteran	TRUE	TRUE	FALSE	Veronica Lopez
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Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	TRUE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Liliane Spenle
Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Non-Veteran	TRUE	TRUE	FALSE	Liliane Spenle
Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes

Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Veronica Lopez
Non-Veteran	TRUE	TRUE	FALSE	Veronica Lopez
Non-Veteran	TRUE	TRUE	FALSE	Veronica Lopez
Non-Veteran	TRUE	TRUE	FALSE	Veronica Lopez
Non-Veteran	TRUE	TRUE	FALSE	Veronica Lopez
Non-Veteran	TRUE	TRUE	FALSE	Veronica Lopez
Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Veronica Lopez
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Veronica Lopez
Non-Veteran	TRUE	TRUE	FALSE	Liliane Spenle
Non-Veteran	TRUE	TRUE	FALSE	Liliane Spenle
Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Non-Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Spouse of Veteran	TRUE	TRUE	FALSE	Diogenes Reyes
Non-Veteran	TRUE	TRUE	FALSE	Stephanie Rivera
Non-Veteran	TRUE	TRUE	FALSE	Veronica Lopez

Approved by	Funding Requested By	Grant Applications Funded (#)
Diogenes Reyes		1
Stephanie Rivera		1
Stephanie Rivera		1
Diogenes Reyes		1
Stephanie Rivera		1
Stephanie Rivera		1
Stephanie Rivera		1
Stephanie Rivera		1
Stephanie Rivera		1
Stephanie Rivera		1
Diogenes Reyes		1
Stephanie Rivera		1
Stephanie Rivera		1
Stephanie Rivera		1
Diogenes Reyes		1
Stephanie Rivera		1
Diogenes Reyes		1
Nataly Mojica		1
Stephanie Rivera		1
Stephanie Rivera		1
Stephanie Rivera		1
Stephanie Rivera		1
Stephanie Rivera		1
Liliane Spenle		1
Diogenes Reyes		1
Liliane Spenle	Liliane Spenle	1
Stephanie Rivera		1
Stephanie Rivera		1
Stephanie Rivera		1
Stephanie Rivera		1
Nataly Mojica		1
Diogenes Reyes		1
Stephanie Rivera		1
Stephanie Rivera		1
Diogenes Reyes		1
Stephanie Rivera		1
Diogenes Reyes	Diogenes Reyes	1
Stephanie Rivera		1
Stephanie Rivera		1
Stephanie Rivera		1
Stephanie Rivera		1
Diogenes Reyes		1
Diogenes Reyes		1
Stephanie Rivera		1
Stephanie Rivera		1
Stephanie Rivera		1

Diogenes Reyes		1
Stephanie Rivera		1
Liliane Spenle		1
Stephanie Rivera		1
Diogenes Reyes		1
Diogenes Reyes		1
Stephanie Rivera		1
Liliane Spenle		1
Stephanie Rivera		1
Diogenes Reyes		1
Stephanie Rivera		1
Stephanie Rivera		1
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Stephanie Rivera		1
Diogenes Reyes		1
Diogenes Reyes		1
Stephanie Rivera		1
Stephanie Rivera		1
Diogenes Reyes		1
Stephanie Rivera		1
Stephanie Rivera		1
Stephanie Rivera		1
Stephanie Rivera		1
Stephanie Rivera		1
Stephanie Rivera		1
Stephanie Rivera		1
Diogenes Reyes		1
Stephanie Rivera	Stephanie Rivera	1
Stephanie Rivera		1
Diogenes Reyes		1
Diogenes Reyes		1
Diogenes Reyes		1
Diogenes Reyes		1
Diogenes Reyes		1
Diogenes Reyes		1
Stephanie Rivera		1
Veronica Lopez		1
Stephanie Rivera	Stephanie Rivera	1
Stephanie Rivera		1
Veronica Lopez	Veronica Lopez	1
Stephanie Rivera		1
Stephanie Rivera		1
Stephanie Rivera		1
Diogenes Reyes		1
Diogenes Reyes		1

Diogenes Reyes		1
Diogenes Reyes		1
Stephanie Rivera		1
Stephanie Rivera		1
Stephanie Rivera		1
Stephanie Rivera		1
Diogenes Reyes		1
Stephanie Rivera		1
Stephanie Rivera		1
Diogenes Reyes		1
Stephanie Rivera		1
Stephanie Rivera		1
Stephanie Rivera		1
Stephanie Rivera		1
Stephanie Rivera		1
Diogenes Reyes		1
Stephanie Rivera		1
Stephanie Rivera		1
Stephanie Rivera		1
Veronica Lopez		1
Veronica Lopez		1
Veronica Lopez		1
Veronica Lopez		1
Stephanie Rivera		1
Stephanie Rivera		1
Veronica Lopez		1
Diogenes Reyes		1
Veronica Lopez		1
Veronica Lopez		1
Veronica Lopez	Lorena Carreon	1
Veronica Lopez		1
Diogenes Reyes		1
Stephanie Rivera		1
Veronica Lopez		1
Liliane Spenle		1
Stephanie Rivera		1
Veronica Lopez		1
Stephanie Rivera		1
Diogenes Reyes		1
Veronica Lopez		1
Liliane Spenle		1
Veronica Lopez		1
Stephanie Rivera		1
Stephanie Rivera	Stephanie Rivera	1
Diogenes Reyes		1
Diogenes Reyes		1
Veronica Lopez		1

Stephanie Rivera		1
Veronica Lopez		1
Diogenes Reyes		1
Diogenes Reyes		1
Diogenes Reyes	Diogenes Reyes	1
Diogenes Reyes		1
Veronica Lopez		1
Liliane Spenle		1
Liliane Spenle		1
Liliane Spenle		1
Stephanie Rivera		1
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Liliane Spenle		1
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Liliane Spenle		1
Veronica Lopez		1
Veronica Lopez		1
Liliane Spenle		1
Veronica Lopez		1
Liliane Spenle		1
Veronica Lopez		1
Veronica Lopez		1
Veronica Lopez		1
Veronica Lopez		1
Veronica Lopez		1
Veronica Lopez		1
Liliane Spenle		1
Diogenes Reyes		1
Diogenes Reyes		1
Diogenes Reyes		1
Veronica Lopez		1
Diogenes Reyes	Diogenes Reyes	1
Diogenes Reyes		1
Veronica Lopez		1
Veronica Lopez		1
Veronica Lopez		1
Liliane Spenle		1
Stephanie Rivera		1
Stephanie Rivera		1
Diogenes Reyes		1
Veronica Lopez	Veronica Lopez	1
Stephanie Rivera		1
Veronica Lopez		1

Reason Criteria Not Met	Other Reason Criteria Not Met	Grant Score Final
		94
		64
		64
		82
		82
		82
		42
		62
		62
		64
		64
		72
		72
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		72
		84
		104
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		84
		64
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		84
		94
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		104
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		64
		92
		42
		94
		72
		72

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42
44

Microsoft | Power BI

City of Laredo small business grant report as of 6/7/22

View in Power BI

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6/7/2022 10:52:05 PM UTC

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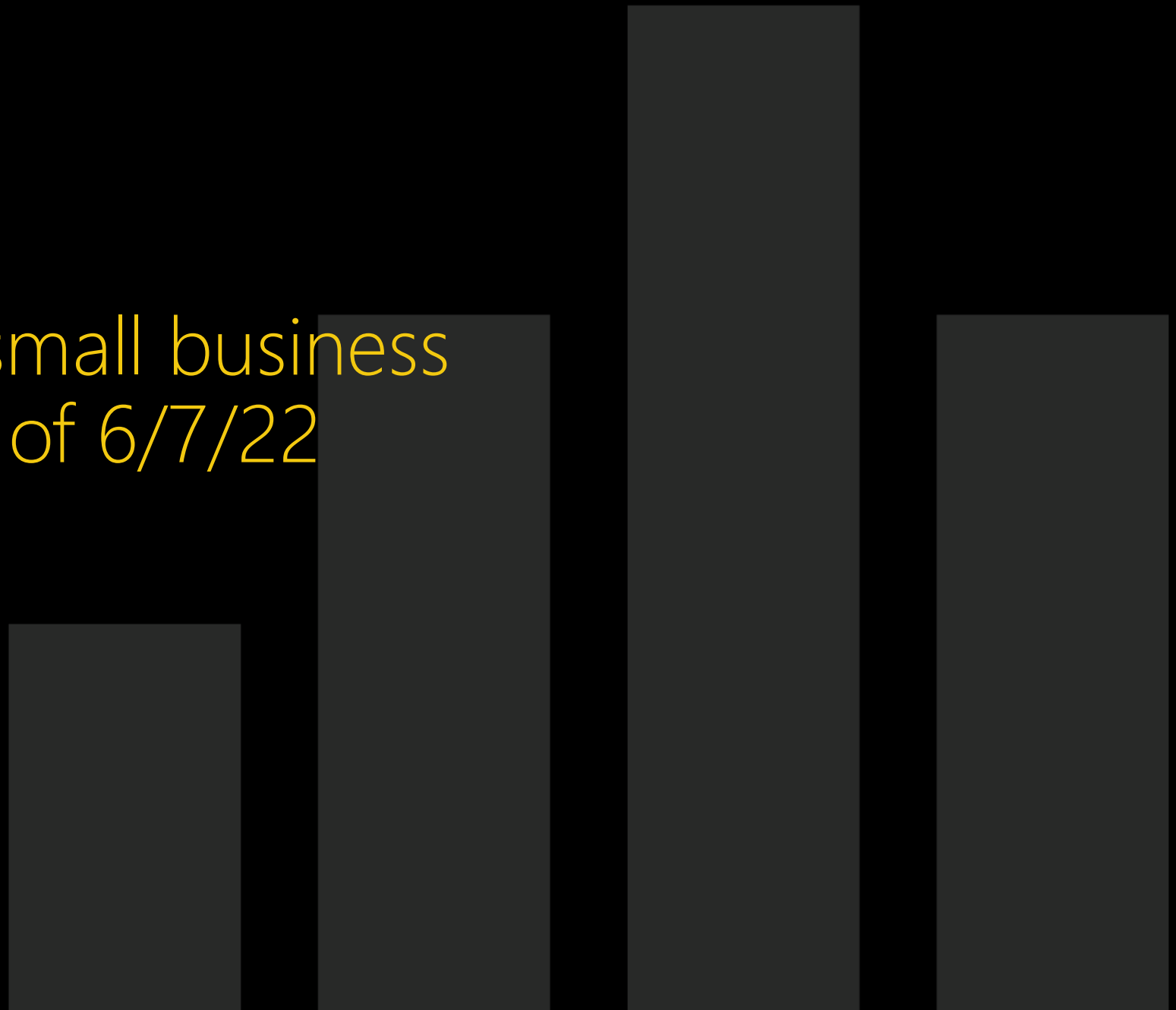
6/7/2022 11:06:12 PM UTC



Grant Program

Laredo Grant 2

Calculation

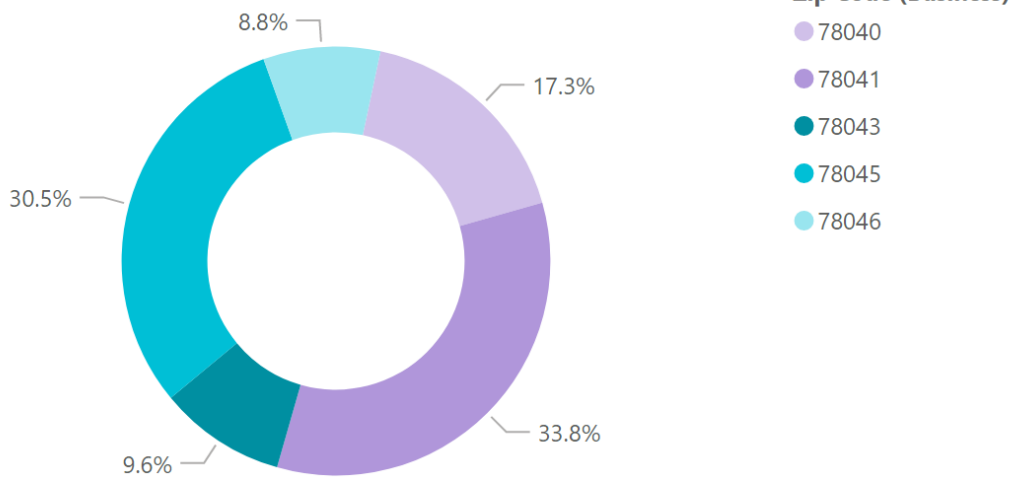
Apps Total

Grant Applications Summary

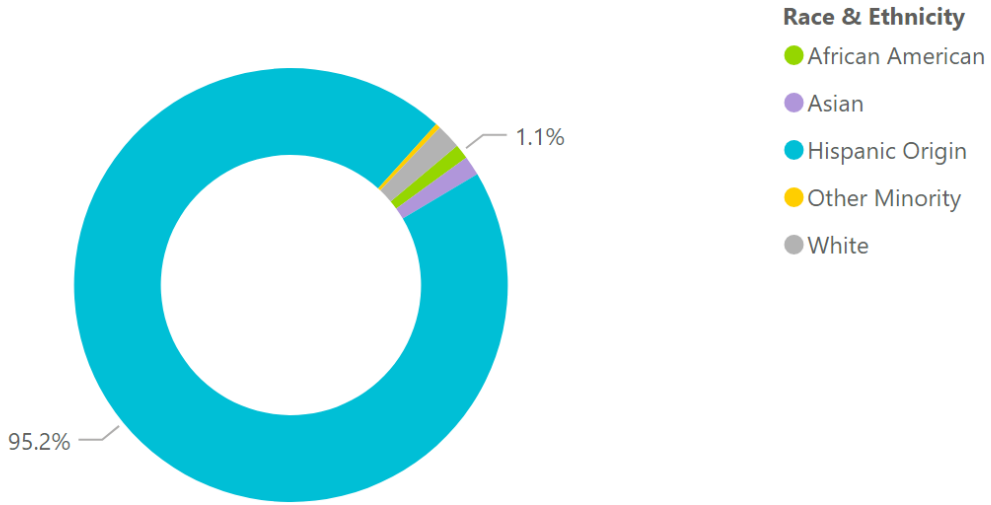
Submitted (#)	Approved (#)	Funded (#)	Requested ($)	Approved ($)	Funded ($)
272	184	184	$3,765,000	$1,840,000	$1,840,000

6/7/2022

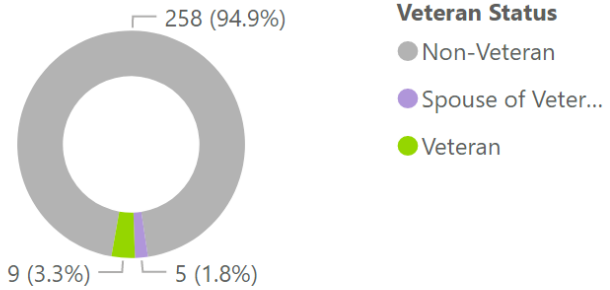
Geography%



Race & Ethnicity % (Unknown excluded)



Veteran % (Unknown excluded)



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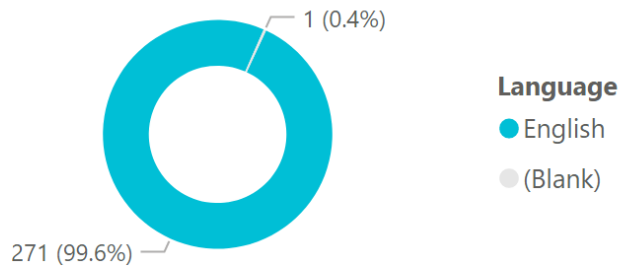
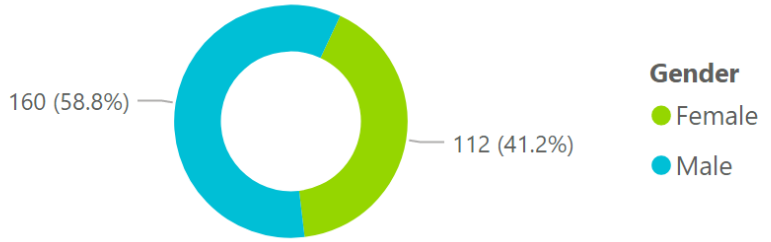


Gender % (Unknown excluded)



Grant Program

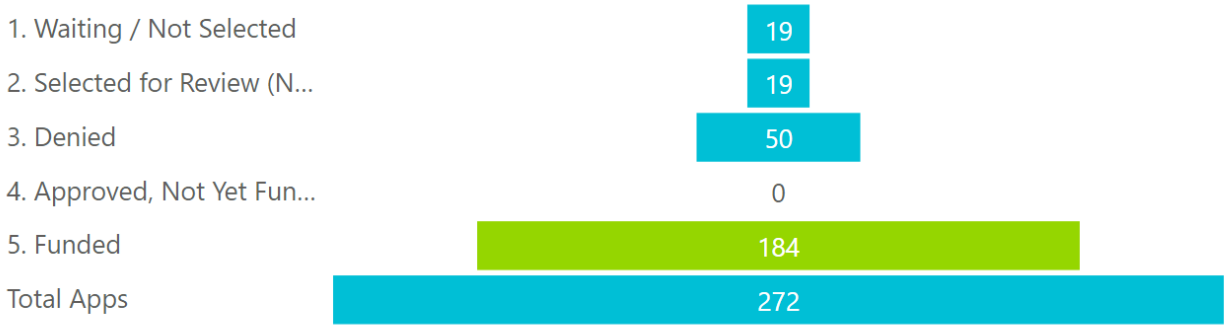
Laredo Grant 2

Grant Applications Summary

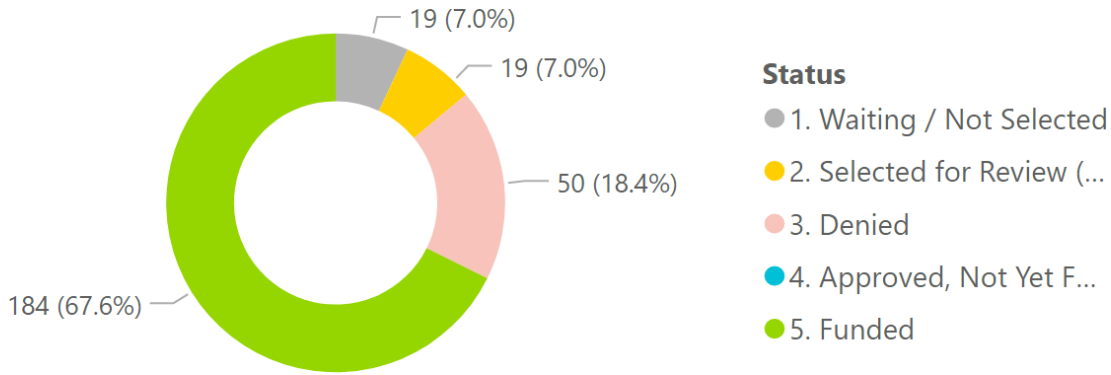
Submitted (#)	Approved (#)	Funded (#)	Requested ($)	Approved ($)	Funded ($)
272	184	184	$3,765,000	$1,840,000	$1,840,000

6/7/2022

Pipeline Funnel



Pipeline %



Grant Program Status	Laredo Grant 2 Number (#)	 Amount ($)
1. Waiting / Not Selected	19	$0
2. Selected for Review (No Decision Yet)	19	$0
3. Denied	50	$0
4. Approved, Not Yet Funded	0	$0
5. Funded	184	$1,840,000
Total Apps	272	$1,840,000

FT Equivalent Employees	Submitted (#)	Approved (#)	Approved ($)	Funded ($)
Self-employed	63	49	$275,000	$275,000
' 2 - 5	140	104	$1,090,000	$1,090,000
' 6 - 10	45	22	$360,000	$360,000
' 11 - 20	16	4	$80,000	$80,000
' 21 - 30	4	1	$5,000	$5,000
~ no data	4	4	$30,000	$30,000
Total	**272**	**184**	**$1,840,000**	**$1,840,000**

Grant Program

Laredo Grant 2

Grant Applications Summary

Submitted (#)	Approved (#)	Funded (#)	Requested ($)	Approved ($)	Funded ($)
272	184	184	$3,765,000	$1,840,000	$1,840,000

6/7/2022

KPIs	4. Approved, Not Yet Funded		5. Funded		Total: Approved &/or Funded	
Zip Codes	Number (#)	Amount ($)	Number (#)	Amount ($)	Number (#)	Amount ($)
All	0	$0	184	$1,840,000	184	$1,840,000
78040	0	$0	33	$345,000	33	$345,000
78041	0	$0	60	$695,000	60	$695,000
78043	0	$0	20	$175,000	20	$175,000
78045	0	$0	53	$450,000	53	$450,000
78046	0	$0	18	$175,000	18	$175,000

Zip Codes	1. Waiting / Not Selected	2. Selected for Review (No Decision Yet)	3. Denied	4. Approved, Not Yet Funded	5. Funded	Total: Approved &/or Funded	Total: Approved, Funded, &/or Denied	Total Apps
All	19	19	50	0	184	184	234	272
Outside Program	0	0	0	0	0	0	0	
78040	0	6	8	0	33	33	41	47
78041	19	0	13	0	60	60	73	92
78043	0	0	6	0	20	20	26	26
78045	0	13	17	0	53	53	70	83
78046	0	0	6	0	18	18	24	24

Grant Program

Laredo Grant 2

Calculation

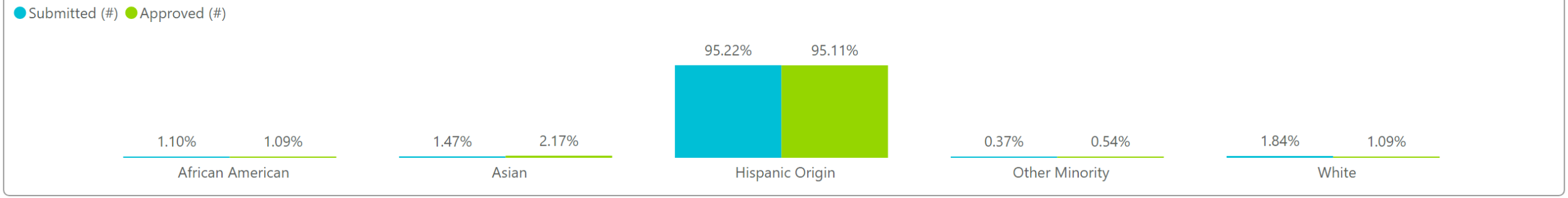
Demo / Geo%

Grant Applications Summary

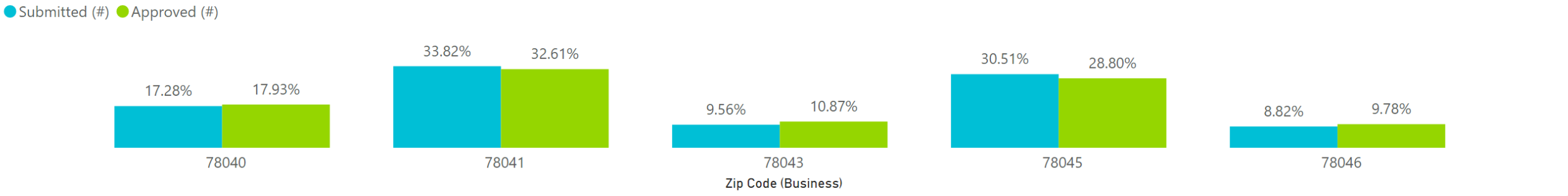
Submitted (#)	Approved (#)	Funded (#)	Requested ($)	Approved ($)	Funded ($)
272	184	184	$3,765,000	$1,840,000	$1,840,000

6/7/2022

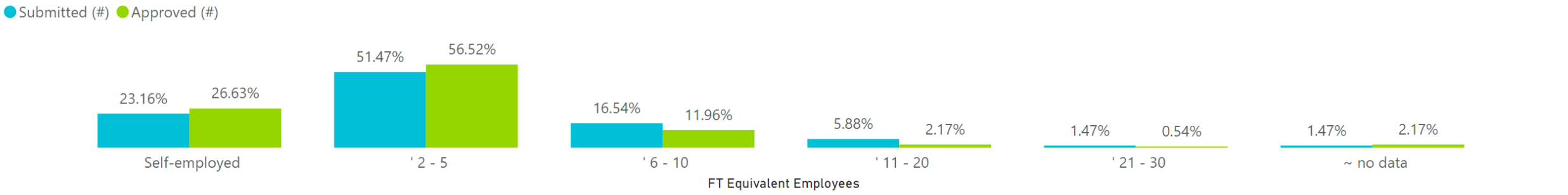
Submitted vs Approved by Race/Ethnicity



Submitted vs Approved by Geography



Submitted vs Approved by Business Size



Grant Program: Laredo Grant 2

Calculation: Demo / Geo%

Grant Applications Summary

Submitted (#)	Approved (#)	Funded (#)	Requested ($)	Approved ($)	Funded ($)
272	184	184	$3,765,000	$1,840,000	$1,840,000

6/7/2022

Percent Breakouts Race/Ethnicity	Demo / Geo% Submitted (#)	Approved (#)
African American	1.10%	1.09%
Asian	1.47%	2.17%
Hispanic Origin	95.22%	95.11%
Other Minority	0.37%	0.54%
White	1.84%	1.09%

Percent Breakouts Language	Demo / Geo% Submitted (#)	Approved (#)
	0.37%	0.54%
English	99.63%	99.46%

Percent Breakouts Industry	Demo / Geo% Submitted (#)	Approved (#)
	0.37%	0.54%
ACCOMODATION, FOOD SERVICES	10.29%	10.33%
ADMIN_SUPPORT_WASTE MANAG...	0.00%	0.00%
AGRICULTURE FORESTRY, FISHING...	0.37%	0.54%
ARTS, ENTERTAINMENT, RECREATI...	4.04%	3.80%
CONSTRUCTION	2.57%	3.26%
EDUCATION	5.88%	5.98%
FINANCE_INSURANCE	3.68%	2.17%
HEALTHCARE_SOCIAL SERVICES	5.51%	5.98%
MANAGEMENT OF COMPANIES	0.74%	0.54%
MANUFACTURING	1.47%	1.63%
MINING, QUARRYING_OIL_GAS EX...	1.10%	1.09%
PROFESSIONAL_TECHNICAL SERVI...	2.57%	3.26%
PUBLIC ADMINISTRATION	0.00%	0.00%
REAL ESTATE	1.84%	1.63%
RETAIL	11.76%	13.04%
SERVICE	25.74%	26.63%
TECHNOLOGY_INFORMATION	1.47%	1.63%
TRANSPORTATION_WAREHOUSING	19.12%	16.85%
UTILITIES	0.37%	0.00%
WHOLESALE	1.10%	1.09%

Percent Breakouts Gender	Demo / Geo% Submitted (#)	Approved (#)
Female	41.18%	45.65%
Male	58.82%	54.35%

Percent Breakouts FTE Employees	Demo / Geo% Submitted (#)	Approved (#)
Self-employed	23.16%	26.63%
' 2 - 5	51.47%	56.52%
' 6 - 10	16.54%	11.96%
' 11 - 20	5.88%	2.17%
' 21 - 30	1.47%	0.54%
~ no data	1.47%	2.17%

Percent Breakouts Veteran Status	Demo / Geo% Submitted (#)	Approved (#)
Non-Veteran	94.85%	95.65%
Spouse of Veteran	1.84%	1.63%
Veteran	3.31%	2.72%

Grant Program: Laredo Grant 2

Calculation: Demo / Geo%

Grant Applications Summary

Submitted (#)	Approved (#)	Funded (#)	Requested ($)	Approved ($)	Funded ($)
272	184	184	$3,765,000	$1,840,000	$1,840,000

Zip Codes	78040		78041		78043		78045		78046	
Race/Ethnicity	Submitted (#)	Approved (#)	Submitted (#)	Approved (#)	Submitted (#)	Approved (#)	Submitted (#)	Approved (#)	Submitted (#)	Approved (#)
African American			1.09%				2.41%	3.77%		
Asian	6.38%	9.09%							4.17%	5.56%
Hispanic Origin	89.36%	84.85%	96.74%	100.00%	96.15%	95.00%	96.39%	96.23%	95.83%	94.44%
Other Minority	2.13%	3.03%								
White	2.13%	3.03%	2.17%		3.85%	5.00%	1.20%			
Total	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%

Zip Codes	78040		78041		78043		78045		78046	
Gender	Submitted (#)	Approved (#)	Submitted (#)	Approved (#)	Submitted (#)	Approved (#)	Submitted (#)	Approved (#)	Submitted (#)	Approved (#)
Female	29.79%	30.30%	40.22%	50.00%	42.31%	30.00%	50.60%	60.38%	33.33%	33.33%
Male	70.21%	69.70%	59.78%	50.00%	57.69%	70.00%	49.40%	39.62%	66.67%	66.67%
Total	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%

Zip Codes	78040		78041		78043		78045		78046	
Veteran Status	Submitted (#)	Approved (#)	Submitted (#)	Approved (#)	Submitted (#)	Approved (#)	Submitted (#)	Approved (#)	Submitted (#)	Approved (#)
Non-Veteran	95.74%	96.97%	97.83%	98.33%	84.62%	85.00%	97.59%	96.23%	83.33%	94.44%
Spouse of Veteran	2.13%	3.03%	2.17%	1.67%	7.69%	5.00%				
Veteran	2.13%				7.69%	10.00%	2.41%	3.77%	16.67%	5.56%
Total	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%

Grant Program: Laredo Grant 2

Calculation: Original Data

Grant Applications Summary

Submitted (#)	Approved (#)	Funded (#)	Requested ($)	Approved ($)	Funded ($)
272	184	184	$3,765,000	$1,840,000	$1,840,000

Zip Codes	All		78040		78041		78043		78045		78046	
Score Groups (30)	Submitted (#)	Approved (#)	Submitted (#)	Approved (#)	Submitted (#)	Approved (#)	Submitted (#)	Approved (#)	Submitted (#)	Approved (#)	Submitted (#)	Approved (#)
a. under 30	10		2		2				6			
b. 30 to 59	104	60	17	12	33	13	12	11	31	16	11	8
c. 60 to 89	134	108	24	18	53	44	8	6	39	32	10	8
d. 90 to 119	24	16	4	3	4	3	6	3	7	5	3	2
Total	272	184	47	33	92	60	26	20	83	53	24	18

Zip Codes	All		78040		78041		78043		78045		78046	
Score Groups (30)	Approved (#)	Approved ($)	Approved (#)	Approved ($)	Approved (#)	Approved ($)	Approved (#)	Approved ($)	Approved (#)	Approved ($)	Approved (#)	Approved ($)
a. under 30												
b. 30 to 59	60	$695,000	12	$130,000	13	$185,000	11	$110,000	16	$185,000	8	$85,000
c. 60 to 89	108	$1,035,000	18	$190,000	44	$495,000	6	$40,000	32	$240,000	8	$70,000
d. 90 to 119	16	$110,000	3	$25,000	3	$15,000	3	$25,000	5	$25,000	2	$20,000
Total	184	$1,840,000	33	$345,000	60	$695,000	20	$175,000	53	$450,000	18	$175,000

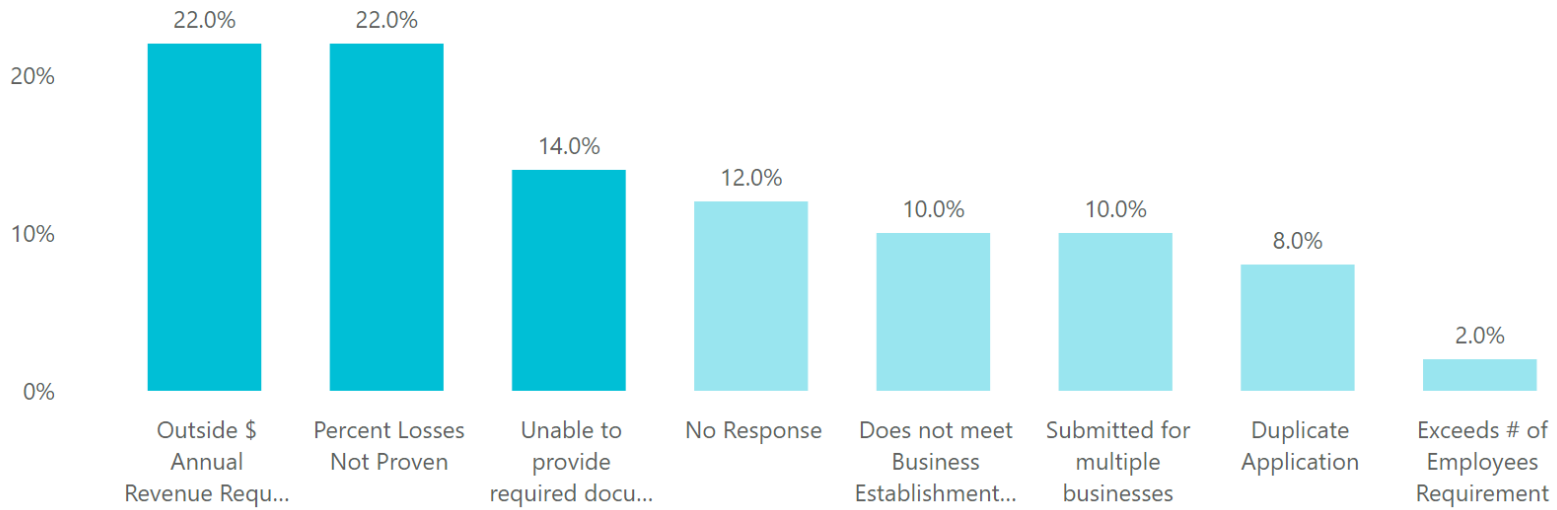
Grant Program

Laredo Grant 2

Denials Summary	
Denied (#)	Requested ($)
50	$685,000

Reason Criteria Not Met	Submitted (#)
Outside $ Annual Revenue Requirement	11
Percent Losses Not Proven	11
Unable to provide required documents	7
No Response	6
Does not meet Business Establishment Date	5
Submitted for multiple businesses	5
Duplicate Application	4
Exceeds # of Employees Requirement	1
Total	50

Denial Reason %



Reason Criteria Not Met	All	Outside Program	78040	78041	78043	78045	78046
Outside $ Annual Revenue Requirement	11		3	4	2		2
Percent Losses Not Proven	11		1	3	2	5	
Unable to provide required documents	7					7	
No Response	6		1	2	1	1	1
Does not meet Business Establishment Date	5		2	1		2	
Submitted for multiple businesses	5		1	2		2	
Duplicate Application	4				1		3
Exceeds # of Employees Requirement	1			1			
Total	50		8	13	6	17	6

Executive Session 83.

City Council-Regular
Meeting Date: 07/18/2022
Initiated By: Samuel K. Selman, Interim City Manager
Staff Source: Doanh "Zone" T. Nguyen, City Attorney

SUBJECT

Request for Executive Session pursuant to Texas Local Government Code 551.071(1) to consult with attorney on pending litigation in Cause No. 5:17-cv-76; Cesar Cuellar, Sr. individually and as the administrator of the Estate of Cesar Cuellar, Jr. and Dora Cuellar, individually v. Priscilla Hernandez, Estefania Gonzalez, and The City of Laredo; In the United States District Court of 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:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Contingent on any action taken during discussion.

Executive Session 84.

City Council-Regular
Meeting Date: 07/18/2022
Initiated By: Samuel K. Selman, Interim City Manager

Staff Source: Juan B. Caballero, Assistant City Attorney

SUBJECT

Request for Executive Session pursuant to Texas Government Code Section 551.071(2) to consult with an attorney regarding negotiation of extension and/or possible amendment of 2L4L Lease Agreement for Uni-trade Baseball Stadium.

VENDOR INFORMATION FOR COMMITTEE AGENDA

NONE

PREVIOUS COUNCIL ACTION

Five-year lease was entered into with 2L4L on March 1, 2018. Lease provides for one five year extension based on the same terms. Extension requires council approval. 2L4L seeks to extend and amend the contract.

BACKGROUND

Five-year lease was entered into with 2L4L on March 1, 2018. Lease provides for one five year extension based on the same terms. Extension requires council approval. 2L4L seeks to extend and amend the contract.

COMMITTEE RECOMMENDATION

NONE

STAFF RECOMMENDATION

NONE

Fiscal Impact

Fiscal Year:	2022
Bugeted 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.

Executive Session 85.

City Council-Regular
Meeting Date: 07/18/2022
Staff Source: Doanh "Zone" T. Nguyen

SUBJECT

Executive Session pursuant to the Texas Government Code Section 551.071 and the Texas Disciplinary Rules of Professional Conduct Rule 1.05 to consult with attorneys concerning legal issues regarding the contemplated and threatened litigation by Ms. Kristina K. Laurel Hale, and return to open session for possible action as necessary.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

N/A.

COMMITTEE RECOMMENDATION

N/A.

STAFF RECOMMENDATION

N/A.

Fiscal Impact

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

Contingent on any action taken during discussion.

City Council-Regular
Meeting Date: 07/18/2022
Initiated By: Riazul Mia, Assistant City Manager
Staff Source: Robert J. Garza, Transit Director

SUBJECT

Planned and Moving

2022-RT-016 Authorizing the Interim City Manager to accept and execute the Texas Department of Transportation State Urban Grant no. STATE-U-2022-00119 for Fiscal Year 2023 in the amount of $637,564.00. This grant will cover the operating expenses for El Metro fixed-route and El Lift preventative maintenance. Grant period will be from October 1, 2022, to September 30, 2023. There is no local match required for this grant.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

None

BACKGROUND

On June 23, 2022, the Texas Transportation Commission passed Minute Order 116254. The Minute Order awards $35 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 87th Texas Legislature Regular Session. The FY2023 state allocation for the City of Laredo is $637,564 to be used for Preventative Maintenance for the Transit's Fixed-Route Bus and Para-transit (El Lift) services. There are no local match funds required for this grant program.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends approval to accept and execute this grant.

Fiscal Impact

Fiscal Year:	2022
Bugeted Y/N?:	Y
Source of Funds:	Transit - Operating Grant
Account #:	518-0000-323-2001
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Grant fund will be deposited in the State Operating Grant line item in FY2023.

Attachments

Minute Order
State-U-2022-Laredo-00119
Resolution NO 2022-RT-16

TEXAS TRANSPORTATION COMMISSION

VARIOUS Counties **MINUTE ORDER**

ALL Districts

The Texas Transportation Commission (commission) desires to award a total of $78,327,960 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 87th Texas Legislature, Regular Session, $69,982,134 was appropriated for urban and rural public transportation systems for the 2022-2023 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 2023 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, §31.36(g)(2) and §31.36(g)(4) establish a formula by which public transportation funds shall be distributed under the FTA Formula Grants for Rural Areas program (49 U.S.C. §5311). An award of $35,734,137 of federal §5311 funds is shown in Exhibit B and has been determined in accordance with §31.36(g).

Title 43, TAC, §31.30(e)(1) establishes a formula by which public transportation funds shall be distributed under the FTA Bus and Bus Facilities Formula Grant program (49 U.S.C. §5339). An award of $7,602,756 in federal FY 2021 and 2022 §5339 funds and residual funds from prior years is shown in Exhibit C and has been determined in accordance with §31.30(e)(1).

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-C, submit the necessary state application to the FTA, and enter into the necessary contracts.

Submitted and reviewed by:

DocuSigned by:
Eric Gleason
C570CB3DE9C24B0...
Director, Public Transportation Division

Recommended by:

DocuSigned by:
Marc D. Williams
0E1B35AE191749E...
Executive Director

116254 June 23, 2022

Minute Number | Date Passed

EXHIBIT A
AWARD STATE FY 2023 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 2023 FUNDS

Rural Transit District	Award Amount
Alamo Area Council of Governments	$1,066,684
Ark-Tex Council of Governments	677,423
Aspermont Small Business Development Center, Inc.	301,931
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	334,103
East Texas Council of Governments	1,350,027
El Paso, County of	466,139
Fort Bend County	333,994
Golden Crescent Regional Planning Commission	613,998
Gulf Coast Transit District	310,646
Heart of Texas Council of Governments	423,381
Hill Country Transit District	601,585
Kleberg County Human Services	317,030
Lower Rio Grande Valley Development Council	604,280
McLennan County Rural Transit District	320,102
Panhandle Community Services	1,000,863
Public Transit Services	505,158
Rolling Plains Management Corporation	509,955
Rural Economic Assistance League, Inc.	673,976
Senior Center Resources and Public Transit, Inc.	367,949
South East Texas Regional Planning Commission	381,776
South Padre Island, City of	593,108
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.	570,519
The Transit System, Inc.	297,136
Webb County Community Action Agency	316,487
West Texas Opportunities, Inc.	1,155,098
Total	**$21,431,693**
Grand Total FY 2022 State Funds	**$34,991,067**

EXHIBIT B
AWARD FEDERAL §5311 FUNDS TO RURAL TRANSPORTATION PROVIDERS

Rural Transit District	Award Amount
Alamo Area Council of Governments	$1,713,694
Ark-Tex Council of Governments	1,276,294
Aspermont Small Business Development Center, Inc.	537,741
Brazos Transit District	2,512,351
Capital Area Rural Transportation System (CARTS)	1,551,047
Central Texas Rural Transit District	1,428,168
Cleburne, City of	513,483
Colorado Valley Transit, Inc.	734,917
Community Services, Inc.	535,628
Concho Valley Transit District	689,196
Del Rio, City of	459,397
East Texas Council of Governments	1,968,721
El Paso, County of	2,616,514
Fort Bend County	412,645
Golden Crescent Regional Planning Commission	1,147,442
Gulf Coast Transit District	351,955
Heart of Texas Council of Governments	654,906
Hill Country Transit District	903,858
Kleberg County Human Services	399,866
Lower Rio Grande Valley Development Council	899,253
McLennan County Rural Transit District	651,393
Panhandle Community Services	1,610,397
Public Transit Services	753,637
Rolling Plains Management Corporation	1,000,188
Rural Economic Assistance League, Inc.	1,338,509
Senior Center Resources and Public Transit, Inc.	640,260
South East Texas Regional Planning Commission	678,398
South Padre Island, City of	738,400
South Plains Community Action Association, Inc.	1,378,118
Southwest Area Regional Transit District	762,436
SPAN, Inc.	459,194
STAR Transit	690,347
Texoma Area Paratransit System, Inc.	721,819
The Transit System, Inc.	478,007
Webb County Community Action Agency	434,540
West Texas Opportunities, Inc.	2,091,418
Total	**$35,734,137**

EXHIBIT C
AWARD FEDERAL §5339 FUNDS TO RURAL TRANSPORTATION PROVIDERS

Rural Transit District	Award Amount
Alamo Area Council of Governments	$340,785
Ark-Tex Council of Governments	306,258
Aspermont Small Business Development Center, Inc.	121,633
Brazos Transit District	382,364
Capital Area Rural Transportation System (CARTS)	298,551
Central Texas Rural Transit District	369,843
Cleburne, City of	80,121
Colorado Valley Transit, Inc.	134,196
Community Services, Inc.	76,028
Concho Valley Transit District	120,663
Del Rio, City of	76,028
East Texas Council of Governments	335,639
El Paso, County of	1,041,647
Fort Bend County	76,028
Golden Crescent Regional Planning Commission	273,112
Gulf Coast Transit District	76,028
Heart of Texas Council of Governments	123,178
Hill Country Transit District	162,267
Kleberg County Human Services	76,028
Lower Rio Grande Valley Development Council	158,857
McLennan County Rural Transit District	167,802
Panhandle Community Services	320,928
Public Transit Services	133,703
Rolling Plains Management Corporation	249,382
Rural Economic Assistance League, Inc.	337,536
Senior Center Resources and Public Transit, Inc.	141,032
South East Texas Regional Planning Commission	153,059
South Padre Island, City of	86,991
South Plains Community Action Association, Inc.	307,421
Southwest Area Regional Transit District	107,518
SPAN, Inc.	76,780
STAR Transit	149,227
Texoma Area Paratransit System, Inc.	89,194
The Transit System, Inc.	95,234
Webb County Community Action Agency	76,028
West Texas Opportunities, Inc.	481,667
Total	**$7,602,756**

Application Instructions	Application Instructions
Agency Name	Laredo, City of
Person to be contacted regarding **this** application	
First Name *	Eduardo
Last Name *	Bernal
Phone Number *	(956) 795-2288
Email Address *	ebernal@ci.laredo.tx.us
By checking this box, you are indicating that the service profile for this organization is accurate. *	✔
Project Service Area *	✔ 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. In 2021, El Metro started two new neighborhood circulators operating Monday thru Friday and one of the circulators runs from Monday thru Saturday. 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 has recently contracted Hendrickson Transportation Group (HTG) based in Waco, Texas 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 25-70 minute headways. Bus transfers are available for those passengers that need to transfer to another bus to their final destination. In addition, now bus riders can purchase bus fares through a Mobile Application online making very convenient for the rider , 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, El Metro will used the funds to continue public bus service to the citizens and visitors of Laredo . The city has a population grown almost to 300,000 or over and continues to grow every day. The bus system has been operational since 1975. Total ridership is expected to reach 1.7 million rides in FY 2023. The projection can be higher or lower depending on the current COVID19 pandemic. In November of 2021, the US/Mexico border opened for all essential and non-essential travelers; however, an increase of ridership was noted the ridership was not as high as expected. Morever, due to the current gas prices and inflation EL Metro anticipates for ridership to increase . The area schools are now fully operational including the higher education facilities. El Metro has continued to operate normal service hours during the pandemic and will continue to do so. 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. We expect to have additional increase of riders as the Us /Mexico are now open for all travelers and now with the high prices of gasoline at the fuel pump including the rising foods costs could have an impact thus ridership might increase..

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

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	6/14/2022

Will this project involve construction, alteration, repair, or purchase of buildings, structures, or other real property? *

[ ] Yes [✔] No

[ ]

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

3b.

Phase	Activities in progress	Cost	Funding Source	Amount Committed

3c. Describe **future** activities, by project phase. For each phase provide the estimated cost, secured funding sources and amounts, and funds being requested. *

Describe how amounts were determined.

Upload Funding Source Material

Description	Upload

Maps

Description	Upload

5. Do you own or rent the property? * If renting, upload a copy of the lease.
( ) Own ( ) Rent/Lease ( ) Location not selected

5a. Does TxDOT PTN have a lien on this property?

( ) Yes ( ) No

5b. Are there any other liens on the property?

( ) Yes ( ) No

6. Do you have an existing Categorical Exclusion (CE) that was approved by FTA for this project?

( ) Yes ( ) No

7. Do you plan on any joint development or incidental use including leasing space to other parties?

( ) Yes ( ) No

8. Is the facility located within a known flood plain? *

( ) Yes ( ) No ( ) Location not selected

Description

Description	**Upload**

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.

Description	Upload

When entering budget line items, fill out a row and then press the save button for additional rows.

Description Preventive Maintenance - 11.7A.00

Scope

Fuel Type

# of Units	Award Amount	State Match	Local Match	In-Kind Match	Total Funds	Match Ratio	TDC
	$637,564	$0	$0	$0	$637,564		0

	Award Amount	State Match	Local Match	In-Kind Match	Total Funds	TDC
Subtotal:	$637,564	$0	$0	$0	$637,564	0

RESOLUTION NO. 2022-RT-16

AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT AND EXECUTE THE TEXAS DEPARTMENT OF TRANSPORTATION STATE URBAN GRANT NO. STATE-U-2022-LAREDO-00119 FOR FISCAL YEAR 2023 IN THE AMOUNT OF $637,564.00. THIS GRANT WILL COVER THE OPERATING EXPENSES FOR EL METRO FIXED-ROUTE AND EL LIFT PREVENTATIVE MAINTENANCE. GRANT PERIOD WILL BE FROM OCTOBER 1, 2022 TO SEPTEMBER 30, 2023. THERE IS NO LOCAL MATCH REQUIRED FOR THIS GRANT.

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 with no local match required; and

WHEREAS, in Minute Order No. 116254, approved on June 23, 2022, by the Texas Transportation Commission authorized to award $35 million for FY 2023 for public transportation projects for large urban, small urban, and rural transit districts areas; and

WHEREAS, the Laredo Mass Transit Board finds it to be in the best interests for the Interim City Manager to accept and execute the grant application # STATE-U-2022-LAREDO-00119 for $637,564 to cover operating expenses Preventative Maintenance for Fixed Route Bus and Paratransit Services.

WHEREAS, the grant period will be from October 1, 2022 to September 30, 2023. There is no local match for this grant.

NOW THEREFORE, BE IT RESOLVED BY THE LAREDO MASS TRANSIT BOARD OF THE CITY OF LAREDO THAT:

Section 1. the Interim City Manager and staff are authorized to accept and execute the grant application to the Texas Department of Transportation of State Grant Funds program in the amount of $637,564; and

Section 2. the Minute Order 116254 was approved on June 23, 2022 by the Texas Transportation Commission to award $35 million for FY2023 for public transportation projects for large urban, small urban and rural transit districts areas; and

Section 3. the grant funds shall be deposited in the City of Laredo Transit Fund.

PASSED BY THE LAREDO MASS TRANSIT BOARD AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2022.

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

BY:_____
ANA SOPHIA GARCIA
ASSISTANT CITY ATTORNEY

City Council-Regular
Meeting Date: 07/18/2022
Initiated By: Riazul Mia, Assistant City Manager
Staff Source: Robert J. Garza, Transit Director

SUBJECT

Planned and Moving

Consideration to rescind the contract with Parra & Company in the amount of $283,570.00 for the design and engineering services for 17 locations identified in the ADA Bus Stops and Bicycle Plazas Enhancement Project Phase I and 9 locations for Phase II.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On May 2, 2022, the Laredo Mass Transit Board considered the approval of the contract. On June 21, 2022, Public Hearing and Introductory Ordinance was tabled and to bring back the item and contract amendment.

BACKGROUND

On March 1, 2022, Laredo Transit Management Inc, and the City of Laredo solicited bids on FY22-028 for the qualified firm(s) for the design and engineering services of seventeen (17) locations identified in the ADA Bus Stops and Bicycle Plazas Enhancement Project Phase I and nine (9) locations identified in the ADA Bus Stops and Bicycle Plazas Enhancement Project Phase II. El Metro is currently accepting RFQ for Professional Engineering Services under Contract Number(s) CSJ: 0922-33-181 and CSJ: 0922-33-202. Only one (1) successful bid was submitted, reviewed, accepted, and scored unfortunately contract could not be satisfactorily negotiated.

On June 21, 2022, the Public Hearing and Introductory Ordinance were motioned to table and bring back the item and contract amendment. As a result, the staff recommends for Interim City Manager to rescind the contract.

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

Staff recommends approval for Interim City Manager to rescind the Parra and Company contract.

Fiscal Impact

Fiscal Year:	2022
Bugeted Y/N?:	N
Source of Funds:	Transit Center Facility
Account #:	
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

No financial impact.