CITY OF LAREDO

RECOGNITION AND COMMUNICATION NOTICE

CITY COUNCIL CHAMBERS
1110 HOUSTON STREET
LAREDO, TEXAS 78040
October 17, 2022
5:00 P.M.

The Mayor will be presenting the following:

1. Recognition and appreciation of the service and contributions made by those volunteers appointed by Mayor Pete Saenz to various Advisory and other City Committees during Mayor Saenz' tenure:

Airport Advisory Board • Elizabeth Alonzo-Villarreal • Marcus Moreno • Sylvia O. Praesel	Animal Care Services Advisory Committee • Roberto W. Treviño	Board of Adjustment • Francisco C. "Pancho" Averill, Jr.
Cemetery Committee • Agustin Meza	Citizens Environmental Advisory Committee • Jeff Jones	City Utilities Advisory Commission • Guillermo Benavides Zuniga
Convention & Visitors Bureau Advisory Committee • Magali Rodriguez	Economic Development Advisory Committee • Elia Guevara	Ethics Commission • Sigifredo Perez, III
Facility Naming & Recognition Commission • Matias De Llano III	Fine Arts & Culture Commission • Jesse Shaw	Historic District / Landmark Board • Rebecca Cavazos • Virginia Garcia (2016)
Laredo Commission for Women • Miriam Castillo • Martha Wright Martinez • Dolores Boswell • Elizabeth Murillo Tueme • Ana Laura Botello • Silvia De León-Solis	Laredo/Webb Drug and Alcohol Commission • Coleen Rodriguez	Library Advisory Committee • Sandra Cavazos
Max A. Mandel Municipal Golf Course Advisory Committee • Bernal F. Slight	Municipal Civil Service Commission • Doug Alford • Drew Claes	Municipal Hospital Authority Ad-Hoc Committee • Dr. Maurice A. Click
Para Transit Advisory Committee • Joe Brennan	Parks & Recreation Advisory Committee • Alfonso Poncho Ruiz	Planning & Zoning Commission • Erasmo Villarreal
Port of Entry Advisory Committee • Gene Lindgren • David Puig • Bill Young	Technical Review Board Ad-Hoc Committee • Oscar Juarez	Telecommunications Advisory Committee • Dr. Xavier Cantu
Third Party Funding Advisory Committee • Romeo Rodriguez, Jr. • John Puig	Transportation & Traffic Safety Advisory Committee • Adrian La Villa - Voting Member	Blue Ribbon Committee for People with Disabilities • Daniel Castillon • Dr. Georgeanne Ramon-Reuthinger • Rebecca Morales • Jaime Garza • Ana Cazares • Martha San Miguel

		• Janette Ramos • Diana Sanchez • Cecilia Gutierrez • * Denise Luna • Jackie Rodriguez
Building Standards Board • Alan Jackson, Jr. (Chairman) • Chris Haynes • Albert Lowry • Rolando Perez • Reynaldo Ortiz (Vice-Chair) • Maria Teresa Fonseca (Alternate) • Alma Mata (Alternate) • Ric Soliz (Alternate) • Luis De La Garza (2016)	Laredo Homeless Assistance Committee • Tina Martinez, Community Development Director • Melissa Ortiz - Laredo Housing Authority • Javier Santos - Fernando Salinas Trust • Nora E. Murillo - United I.S.D. • Leticia Reyes - Laredo I.S.D. • Rosanne Palacios - Mercy Ministries of Laredo • Rogelio Treviño - South Texas Work Force • Elmo Lopez, Jr. - Gateway Community Health Center • Elizabeth Alonzo - Laredo Municipal Housing Corp.	Laredo Housing Authority of the City of Laredo • Jose L. Ceballos – Chairman • Dr. Sergio Garza - Vice Chairman • Anita L. Guerra – Commissioner • Dr. Marisela Rodriguez – Commissioner • Gloria Ann Freeman - Resident Commissioner • Atty. John Soliz
Laredo Housing Finance Corporation • Jose O. Zuniga – President • Juan Gonzalez - Vice President • Oscar Lopez – Secretary • Eva Montoya – Treasurer • Jorge Gonzalez • Juan Gonzalez (Treasurer 2016)	South Texas Development Council • Linda Lucila Villarreal - Non Governmental Member • Edward Velim • Gilbert Garcia	Tax Increment Reinvestment Zone Number One - TIRZ 1 - Downtown • Wilfredo Martinez • Jose Ceballos – Chairman • Carole Alexander • Henry Sauvignet - Chairman • Benjamin Alan Puig • Elizabeth Romano Sames
Tax Increment Reinvestment Zone Number Two - TIRZ 2 - The Coves at Winfield Development • Joe Zuniga – Chair • Olivia Varela • Edward Ochoa	Firefighters' Retirement System Board of Trustees • Oscar Omar Lopez	Old Mercy Hospital Bldg. Ad-Hoc Committee • Francisco J. Saldaña, Jr.
Charter Revision Commission • Armando Cisneros (In memoriam)	City Manager Search Ad-Hoc Committee • Gerry Schwebel	

2. Recognition of Mr. Carlos Luna – former Director of the J.W. Nixon High School Band from 1984 to 2014. He and his students received 28 consecutive UIL Sweepstakes Awards. His concert bands including the J.W. Nixon High School Honors Winds Ensemble won first place and honorable mention awards at festivals in Texas, Washington, D.C., and Colorado. Luna and his students and band staff earned recognition at numerous marching band competitions, some of which include UIL Area and State Marching Band Contest rankings. His marching bands advanced from the region level to UIL Area and State Marching Band Contest on several occasions. His band was consistent TMEA (Texas Music Educators Association) State Honor Band contender for many years, ranking as high as eight place in the State of Texas in Conference 5A, which is now the new 6A classification. During his 35 years in music education, Mr. Luna also served LISD as band coordinator and director of fine arts. He was also previously inducted into the TMEA Region XIV South Texas Band Directors Hall of Fame in Corpus Christi, Texas.

3. Recognizing Lisa Kristina for all her community outreach volunteer participation and work through COVID vaccine drives, purchasing and making COVID kits and distributing over 500 kits throughout the community. Lisa Kristina is a medical school candidate who assisted our community in vaccinating over 3,000 individuals. Her volunteer work and participation to our community does not go unnoticed.

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CITY OF LAREDO

CITY COUNCIL MEETING

A-2022-R-17

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

CITY COUNCIL CHAMBERS
1110 HOUSTON STREET
LAREDO, TEXAS 78040
October 17, 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.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. MOMENT OF SILENCE

IV. ROLL CALL

V. MINUTES

Approval of the minutes of October 3, 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

VII. COMMUNICATIONS

VIII. APPOINTMENTS TO COMMISSIONS, BOARDS AND COMMITTEES

1. Appointment by Council Member Alberto Torres of Zainko Villarreal to the Library Advisory Committee.

2. Appointment by Council Member Alberto Torres of Radcliffe Killam II to the Impact Fees Committee.

3. Re-appointment by Council Member Ruben Gutierrez Jr. and Council Member Dr. Marte A. Martinez of Douglas Howland to the Regional Mobility Authority Board of Directors.

4. Appointment by Council Member Ruben Gutierrez Jr. of Andy Segovia to the Telecommunications Advisory Committee.

5. Appointment by Council Member Ruben Gutierrez Jr. of Joe Barrón to the Parks and Recreation Committee.

IX. PUBLIC HEARINGS

1. **Public Hearing and Introductory Ordinance** amending the City of Laredo Land Development Code, Article V, Section 24-78.2, (b), Entitled Central Business District, Arts and Entertainment District, and Historic District Exemptions, to exempt the Saint Peter's Historic District from the off-street parking requirements contained in Section 24-78, and thereby providing the Saint Peter's Historic District with the same parking exemptions which currently apply to the Old Mercado and San Agustin De Laredo Historic Districts, providing this ordinance to be cumulative, providing for severability clause, and providing for publication and effective date.

   The Planning and Zoning Commission recommended **approval** of the proposed ordinance amendment, and recommended the item be presented to the Historic District Landmark Board. Staff **supports** the proposed amendment. The item was scheduled for presentation to the Historic District Landmark Board on October 13, 2022, however due to lack of quorum no meeting was held. Code of Ordinances Section 2-156 states that "To the extent permitted by law, if a committee is unable to establish a quorum for a regularly scheduled meeting, the city manager may bypass the committee and place any item on the committee's agenda for that meeting on the next regularly scheduled city council meeting."

2. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 3, Block 1738, Eastern Division, located at 2815 Zacatecas Street/2811 Zacatecas Street, from B-1 (Limited Business District) to B-4 (Highway Commercial District).

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

   ZC-089-2022
   District II

3. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 12, Block 304, Western Division, located at 1620 Santa Maria Avenue, from R-3 (Mixed Residential 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-091-2022
   District VIII

4. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 1.32 acres situated in Porcion 23, Leonardo Sanchez, Original Grantee, Abstract 283 and being out of a tract of land conveyed to Killam Industrial Development Partnership, Limited, as recorded in Volume 1366, pages 345-346, Official Public Records of Webb County, Texas, located west of Bob Bullock Loop and south of Room for More Way, from R-1 (Single-Family Residential 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-092-2022
   District VI

5. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 2.88 acres tract of land out of Lot 1, Block 1, H.A.V. as per Volume 32, page 85, plat records of Webb County, Texas, located at 22801 FM 1472 Road, from AG (Agricultural District) to M-1 (Light Manufactured District).

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

   ZC-093-2022
   District VII

6. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 8, Block 2156, Eastern Division, located at 3102 Wooster Street, from AG (Agricultural District) to R-3 (Mixed Residential District).

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

   ZC-096-2022
   District II

7. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 1, Block 14, Lago del Valle Subdivision, Phase II, located at 1610 Concord Hills Boulevard, from R-1 (Single-Family Residential District) and R-1A (Single-Family Reduced Area 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-097-2022
District III

8. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 2.53 acres, situated in Porcion 32, Abstract 296, Antonio Trevino, Original Grantee, within the City Limits of Laredo and Webb County, Texas, out and part of the 29.982 Acre Mezquite Land Development, Incorporated Tract, recorded in Volume 5294, pages 149-153 of the Webb County Deed Records, located east of Old Milwaukee Road and south of State Highway 359, from R-3 (Mixed Residential District) and B-4 (Highway Commercial 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-098-2022
District III

9. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 27.449 acres, situated in Porcion 32, Abstract 296, Antonio Trevino, Original Grantee, within the City Limits of Laredo and Webb County, Texas, out and part of the 29.982 Acre Mezquite Land Development, Incorporated Tract, recorded in Volume 5294, pages 149-153 of the Webb County Deed Records, located east of Old Milwaukee Road and south of State Highway 359, from R-3 (Mixed Residential District) and B-4 (Highway Commercial District) to R-1B (Single Family High Density District).

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

ZC-099-2022
District III

10. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by amending Ordinance 2007-O-050, which authorized a Special Use Permit for a Mini Storage/Warehouse on Lots 1,2,3,4,5,6,7, and 8, Block 1068, Eastern Division, located at 1320 South Meadow Avenue, in order to add approximately 1.46 acres, as further described in attached Exhibit A, north of the existing mini-storage.

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

ZC-101-2022
District II

11. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by amending Ordinance 2016-O-080 which authorized a Special Use Permit for a restaurant serving alcohol on Lot 5A, Block 1, Encino Plaza Subdivision, Unit 2A, located at 7518 McPherson Road, Suite 510 (3,700 square feet) in order to remove Junction Partners, Limited and Encino Plaza, Limited for Cosmos Bar and Grill Restaurant and replace with Cosmos Bar and Grill Encino Plaza, Incorporated as the party to whom the permit is issued.

The Planning and Zoning Commission recommended **approval** of the proposed Special Use Permit amendment with the recommendation of leaving the original hours of operations from 11:00 a.m. to 2:00 a.m., however, Staff **supports** the application with the recommendation of amending the original hours to be from 11:00 a.m. to 11:00 p.m.

ZC-100-2022
District V

12. **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 1, 2, 3, 4, 5, 6, 7, and 8, Block 474, Western Division, located at 2410 Santa Ursula Avenue, first floor restaurant (2,038.58 square feet).

The Planning and Zoning Commission recommended **approval** of the proposed Special Use Permit and staff **supports** the application.

ZC-102-2022
District VIII

13. **Public Hearing and Introductory Ordinance** amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 1, Block 3, New Vision Subdivision, Phase II, located at 2405 Grisell Drive, from R-1 (Single Family Residential District) to R-2 (Multi-Family Residential District).

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

ZC-104-2022
District V

14. **Public Hearing and Introductory Ordinance** authorizing the Interim City Manager to accept and enter into a contract with the Department of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA), establishing the Detoxification Center Fund, and amending the FY22-23 Health Department budget by appropriating and increasing revenues and expenditures in the amount of $2,000,000.00 with an in-kind match of $203,700.00 for the City of Laredo/Webb Detoxification Center for the term period from September 20, 2022, through September 29, 2023.

15. **Public Hearing and Introductory Ordinance** authorizing the Interim City Manager to accept and enter into a contract with the Department of Health and Human Services, amending the FY22-23 Health Department budget by appropriating and increasing revenues and expenditures in the amount of $125,000.00 with no match, and amending the FY22-23 Full-Time Equivalent Position Listing by creating one (1) Health Educator I, R29, position and one (1) Medical Office Assistant, R28, positions for the City of Laredo Health Department Health Disparities Programs for the term period from September 30, 2022 through September 29, 2023.

16. **Public Hearing and Introductory Ordinance** authorizing the Interim City Manager to amend the FY22-23 General Fund Traffic Department's budget by increasing revenues and expenditures in the amount of $24,653.00 by Fred Loya Insurance for the funding and purchasing of a Traffic Signal Pole with Mast Arm replacement.

17. **Public Hearing and Introductory Ordinance** authorizing the Interim City Manager to accept a grant awarded by the South Texas Development Council in the amount of $50,000.00 and amending the City of Laredo's FY 22-23 annual budget for the Environmental Services by appropriating the said grant revenue to the appropriate expenditure accounts. Funds will be used for a paint recycling program through the Household Hazardous Waste Collection site.

18. **Public Hearing and Introductory Ordinance** authorizing the Interim City Manager to approve the transfer of $80,000.00 from the Convention and Visitors Bureau (CVB) Fund to the Downtown TIRZ Fund to be used for downtown way-finding signage. The use should be in compliance with the Hotel Occupancy Tax Law.

19. **Public Hearing and Introductory Ordinance** of the City of Laredo, Texas, providing regulations for credit services organizations and credit access businesses in an effort to reduce abusive and predatory lending practices. Establishing a registration program with a required registration fee of $75.00 per year for credit services organizations and credit access businesses, imposing restrictions on extensions of consumer credit made by credit services organizations and credit access businesses, and imposing record keeping requirements on credit services organizations and credit access businesses. The maximum fine under this ordinance is not to exceed $500.00; providing for a cumulative clause; providing a severability clause; providing for publication; and declaring an effective date.

(Recess)
(Press Availability)

X. INTRODUCTORY ORDINANCES

20. Authorizing the Interim City Manager to negotiate and execute all documents necessary to complete the sale of the "Surface Only" of City right-of-way for the amount of $1,735,441.69 to Texas Department of Transportation. City property is located at 9402 NE Bob Bullock Loop in Laredo, Texas, Webb County; legally described as Fire Station No. 12, Block 1, Lot 1A. The City of Laredo reserves any and all visible and apparent easements recorded or not recorded; approving and providing for an effective date. Funds will be deposited to General Fund $105,960.00, Sanitary Sewer Adjustments $1,018,939.12 and Water Adjustments $610,542.57.

21. Authorizing the Interim City Manager to negotiate and execute all documents necessary to complete the sale of the "Surface Only" of City property 2420 Baltimore Street at its market value of $49,000.00 to David and Blanca E. Delgado. The legal description for the property is Lot 1, Block 918, Western Division, Laredo, Texas, Webb County. The City of Laredo reserves any and all visible and apparent easements recorded or not recorded; approving and providing for an effective date.

22. Closing as a public easement, a section of Lafayette right of way out of the 1700 and 1800 block of Lafayette Street between Santa Rita and Main Street, Western Division, City of Laredo, Webb County; this area being more particularly described in the attached Exhibit "A". 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 Lafayette Street and providing for an effective date.

23. Authorizing the Interim City Manager to adopt and implement the Laredo International Airport's updated Noise Exposure Maps (NEMs) in concurrence with the Federal Aviation Administrations (FAA) Record of Approval dated, August 25, 2022. The updated Noise Exposure Maps were prepared in accordance with 14 CFR Part 150 Airport Noise Compatibility Planning. Said maps will remain in effect for the next 5 years and will serve as a basis for analyzing and comparing operational noise abatement procedure alternatives and evaluating land use-related noise mitigation measures; and providing for an effective date.

XI. SECOND READING

24. Authorizing the Interim City Manager to grant a non-exclusive franchise to Rush Disposal to use the present and future streets, avenues, alleys, roads, highways, sidewalks, easements and other public rights-of-way of the City of Laredo, Texas for purposes of constructing, maintaining and operating a commercial container refuse gathering and disposing service, setting forth terms and conditions to govern the franchise; providing a severability clause, a savings clause and an effective date.

25. Authorizing the Interim City Manager to grant a non-exclusive franchise to Laredo Dumpster Rentals to use the present and future streets, avenues, alleys, roads, highways, sidewalks, easements and other public rights-of-way of the City of Laredo, Texas for purposes of constructing, maintaining and operating a commercial container refuse gathering and disposing service, setting forth terms and conditions to govern the franchise; providing a severability clause, a savings clause and an effective date.

26. Authorizing the Interim City Manager to grant a non-exclusive franchise to Agape D/R Services to use the present and future streets, avenues, alleys, roads, highways, sidewalks, easements and other public rights-of-way of the City of Laredo, Texas for purposes of constructing, maintaining and operating a commercial container refuse gathering and disposing service, setting forth terms and conditions to govern the franchise; providing a severability clause, a savings clause and an effective date.

27. Authorizing the Interim City Manager to grant a non-exclusive franchise to IMC Recycling d/b/a Shark Box to use the present and future streets, avenues, alleys, roads, highways, sidewalks, easements and other public rights-of-way of the City of Laredo, Texas for purposes of constructing, maintaining and operating a commercial container refuse gathering and disposing service, setting forth terms and conditions to govern the franchise; providing a severability clause, a savings clause and an effective date.

XII. FINAL READING OF ORDINANCES

28. **2022-O-171** Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a Planned Unit Development for single family townhouses on approximately 1.598 acres, out of Porcion 33, Jose Dionisio Trevino, Original Grantee, Abstract Number 3084, Webb County Texas, said 1.598 acres being out of Tract I respectively, conveyed in deed to Mezquite Land Development, Incorporated, as recorded in Volume 5296, pages 137-144, Webb County Official Public Records, located south of State Highway 359 and east of Concord Hills Boulevard, from R-1A (Single-Family Reduced Area) to R-1A P.U.D.(Single-Family Reduced Area - Planned Unit Development).

ZC-084-2022
District II

29. **2022-O-172** Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 1.69 acre tract of land out of a 53.40 acre tract of land out of a tract of land conveyed to L91 BC Properties, Limited Liability Company, a Florida Limited Liability Company, as described in deed recorded in Volume 4430, pages 282-289, Official Public Records, Webb County, Texas, and containing 53.40 acre of land, and being situated in Porcion 28, E. Martinez, Abstract 241, Webb County, Texas, located south of East Saunders Street and west of Bob Bullock Loop, from R-1A (Single-Family Reduced Area District) to B-1 (Limited Business District).

ZC-087-2022
District IV

30. **2022-O-173** Authorizing the Interim City Manager to amend the City of Laredo FY 2023 Airport Construction Budget to accept and appropriate revenues and expenses by the amount of $1,483,521.00 for Federal Aviation Administration Grant No. 3-48-0136-101-2022. This grant will be used for the reconstruction of Taxiway A at the Laredo International Airport. Local match is $164,836.00. Total project cost is $1,648,357.00; providing for severability; and providing for an effective date.

31. **2022-O-174** Amending Chapter 23, Section 23-4 (Parks and Recreation) of the Code of Ordinances of the City of Laredo to incorporate a flag football league fee of $200.00 per team; to incorporate a $10.00 fee per player per year, or $5.00 per year if they have a current membership card for any City of Laredo Recreational Facility, for all players participating in local leagues that have entered into temporary license agreements with the City of Laredo; and authorizing the Interim City 3 Manager to amend the City of Laredo FY22-23 Recreation Fund budget by appropriating revenues and expenditures in the amount of $45,000.00. Revenues are from funds generated by the team fees and players' fees and will be used for recreation equipment, maintenance, and operations for the fields; containing a savings clause; containing a severability clause; and providing an effective date.

32. **2022-O-175** Authorizing the Interim City Manager to execute a lease agreement between the Laredo International Airport and Carlos Bella and Ana Luisa Bella d/b/a Villa Laredo Restaurant for approximately 550 square feet on the second floor of the passenger terminal, located at 5210 Bob Bullock Loop. Said lease term is for five (5) years, and with one option to renew for an additional five (5) year option until September 30, 2032. Initial monthly rent shall be $750.00 and will be adjusted annually according to changes in the Consumer Price Index (CPI); and providing for an effective date.

33. **2022-O-176** Setting the speed zone limit from 60 mph to 55 mph on Loop 20, between approximately 520 feet after Monarch Dr. (Mile point 16.867) to approx. 770 feet prior to Eskimo Dr. (Mile Point 15.665/ 1.202 Mile) as defined in the Texas Department of Transportation Control Section Map 0086-14. (2) 55 mph speed limit signs will be installed between EastPoint Dr. and International Blvd., (1) 55 mph speed limit sign will be installed between Monarch Dr. and EastPoint Dr. and (1) 55 mph speed limit sign will be installed between Crepusculo Dr. and Eskimo Dr., to be in effect upon receipt of approved City ordinance.

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.

BRIDGE: STAFF SOURCE YVETTE LIMON, BRIDGE DIRECTOR

34. Consideration to authorize the purchase of servers and data storage array appliance with professional services to replace the Laredo Bridge System current active directory environment from Sequel Data Systems Inc. from Austin, TX through the State of Texas DIR Cooperative Purchase Contract DIR-TSO-3763 & The Interlocal Purchasing System Contract TIPS 210101 in the total amount of $166,618.90. Funding is available in the Laredo Bridge System Fund.

BUILDING: STAFF SOURCE JOHN HICKLE, BUILDING DIRECTOR

35. **2022-R-166** Authorizing and approving a fee waiver and a tax abatement agreement between the City of Laredo and Gage & Ortega Properties, LTD for a proposed project located at 2201 Laredo Street, Lot 1 and Lot 2, Block 1278, Eastern Division that consists of commercial building, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a ten (10) year period and will abate taxes on new improvements for the purpose of economic development. The project has an estimated capital investment total of $449,004.90, estimated annual tax abatement total of $2,846.76 and estimated total fee waivers of $4,760.50. Guidelines and criteria for the agreement are set forth in the attached agreement and information.

COMMUNITY DEVELOPMENT: STAFF SOURCE TINA MARTINEZ, COMMUNITY DEVELOPMENT DIRECTOR

36. Authorizing the Interim City Manager to renew contract FY22-024 to Royal Contractors, LLC, Laredo, Texas for an annual amount of $27,360.00 (cumulative total of $54,720.00). This is the first of two extension options (one-year terms) and contract is for lawn maintenance related services. This contract will commence on December 23, 2022. Funding is available in the Noise Abatement Lease Program Fund.

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

37. Authorizing the Interim City Manager to negotiate and execute contracts with Mexico and U.S. billboard, print, electronic, digital and other media vendors for event activations, media management and familiarization tours for influencers. Media plan advertisements for the Laredo Convention & Visitors Bureau will be placed beginning January 2023. The total amount is not to exceed $1,012,523.00 comprised of $424,998.00 for Mexico and $587,525.00 for U.S. promotions. Funding is available in the CVB Fiscal Year 22-23 Budget.

38. Authorizing the Interim City Manager to execute contract with The Zimmerman Agency as Laredo Convention and Visitors Bureau agency of record for the U.S. market. Services provided include the following: strategic leadership/account management, content + creative, media planning and placement, public relations, digital activation, production management and agency fees for $29,250.00 per month for a duration of 12-months, for a total of $351,000.

ECONOMIC DEVELOPMENT: STAFF SOURCE MIRIAM CASTILLO, INTERIM ECONOMIC DEVELOPMENT DIRECTOR

39. **2022-R-178** Authorizing the Interim City Manager to submit an application, in partnership with The Kansas City Southern Railway Company (KCS) for a planning grant in the amount of $4,000,000.00 to the U.S. Department of Transportation Federal Railroad Administration under the Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program. Funding for this program will be for preliminary planning, engineering, and assessments of certain rail crossings where safety, efficiency, and reliability of intercity passenger and freight rail can be improved. Work completed through the funding program is required for the City to be eligible to pursue additional federal funding to move forward with construction of grade crossing and grade separation improvements in Laredo. Kansas City Southern Railway Company has committed to cover the required 20% federal match in the amount of $1,000,000.00 for a total project cost of $5,000,000.00.

ENGINEERING: STAFF SOURCE RAMON E. CHAVEZ, CITY ENGINEER

40. Consideration for approval to award construction contract FY22-ENG-34 to the lowest responsible, responsive bidder REIM Construction, Inc., Mission, Texas, in the amount not to exceed $9,629,230.00 including the base bid and all bid alternates, following FAA (Federal Aviation Administration) General Provisions Section 80-01 of the federal bid requirements for the Laredo International Airport Construction of Taxiways H1 and H2 and Reconstruction of a portion of Taxiway A with a construction contract time of four hundred fifty (450) calendar days; and authorizing the Interim City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents. After a notice to proceed is issued, the estimated completion date for the project is scheduled for April 2024. Funding is available in the Airport Construction Fund: FAA Grant No. 100, FAA Grant 101, FAA Grant 90, and Airport Operations Fund.

	Summit Building & Design	REIM Construction, Inc.
Base Bid	$5,668,195.90	$5,977,411.75*
Bid Alternate 1	$1,550821.58	$1,659,540.00*
Bid Alternate 2	$859,388.86	$860,089.25*
Bid Alternate 3	$854,393,80	$805,480.00*
Bid Alternate 4	$161,356.60	$326,709.00
Total with all Bid Alternates	$9,094,156.74	$9,629,230.00* *Corrected Total

See attached letter of recommendation from RS&H, Inc.

41. Consideration for approval of the selection of consultants for RFQ FY22-ENG-40 Surveying Services by Registered Professional Land Surveyor (RPLS) Proposed Construction Projects FY2023 - FY2026, and authorizing the Interim City Manager to negotiate professional service contracts for each respective project assigned on a rotation basis. Professional service contracts will be issued per project upon funding available for a two (2) year term, with one (1) option for a two (2) year renewal, for a total term of four (4) years beginning October 18, 2022, and ending September 30, 2026. Four (4) firms responded to the Request for Qualifications on or before Wednesday, September 28, 2022, at 4:00 P.M. The evaluation committee recommends the selection of the following consultants based on the final rankings below:

1. KCI Technologies, Inc; Laredo, Tx.
2. Porras Nance Engineering; Laredo, Tx.
3. The Blue Top Companies, LLC; Laredo Tx.
4. Ramos Engineering, PLLC; Laredo, Tx.

Funding will not exceed $50,000.00 per project, per vendor in the respective budget account unless authorized otherwise by City Council. There is no financial impact at this time. Consultant work performance of services will be monitored in accordance with the established guidelines and any deficiencies may result in removal from the rotation list.

42. Consideration for approval of the selection of consultants for RFQ FY22-ENG-42 Asbestos Containing Building Materials Investigation Services FY2023 - FY2026, and authorizing the Interim City Manager to negotiate professional service contracts for each respective project assigned on a rotation basis. Professional service contracts will be issued per project upon funding available for a two (2) year term, with one (1) option for a two (2) year renewal, for a total term of four (4) years beginning October 18, 2022, and ending September 30, 2026. Four (4) firms responded to the Request for Qualifications on or before Thursday, September 29, 2022, at 4:00 P.M. The evaluation committee recommends the selection of the following consultants based on the final rankings below:

1. Terracon Consultants, Inc. Laredo, Tx.
2. Alpha Terra Engineering, Inc. San Antonio, Tx
3. ERC Environmental & Construction Services, Inc. Houston, Tx.
4. O'Connor Engineering & Science, Inc. Laredo, Tx.

Funding will not exceed $50,000.00 per project, per vendor in the respective budget account unless authorized otherwise by City Council. There is no financial impact at this time. Consultant work performance of services will be monitored in accordance with the established guidelines and any deficiencies may result in removal from the rotation list.

43. Consideration for approval of the selection of consultants for FY22-ENG-43 Mechanical, Electrical, Plumbing (MEP) Engineering Consultant Services for Existing Buildings, Facilities, Structures, Other Amenities and Proposed Construction Projects FY2023-FY2026, and authorizing the Interim City Manager to negotiate professional service contracts for each respective project assigned on a rotation basis. Professional service contracts will be issued per project upon funding available for a two (2) year term, with one (1) option for a two (2) year renewal, for a total term of four (4) years beginning October 18, 2022, and ending September 30, 2026. Two (2) firms responded to the Request for Qualifications on or before Thursday, September 29, 2022, at 4:00 P.M. The evaluation committee recommends the selection of the following consultants based on the final rankings below:

1. DBR Engineering Consultants; Laredo, Texas.
2. EED Engineering, Inc; Laredo, Texas.

Consultant work performance of services will be monitored in accordance with the established guidelines and any deficiencies may result in removal from the rotation list. Funding will not exceed $50,000.00 per project, per vendor in the respective budget account unless authorized otherwise by City Council. There is no financial impact at this time.

44. Authorizing the Interim City Manager to execute and approve amendment No.4 to a professional services contract with Lockwood, Andrews & Newnam, Inc., an increase in the amount not to exceed $93,000.00 for the Flores Avenue Drainage and Utility Improvements – Phase II, for additional Construction Phase Services (CPS) including Construction Phase Design changes and other unexpected conflicts, water, wastewater and stormwater design revisions and ongoing construction phase support through April 2023. Current contract amount with this amendment is $484,293.00. Funding is available in the 2013 PPFCO Bond.

45. Consideration for approval of FY22-ENG-03 Lafayette Park restroom as complete, approval of change order No. 1 in the amount of $1,200.00 for the installation of two (2) baby changing stations, release of retainage and approval of final payment in the amount of $15,630.00 to Mage 4Group, LTD, Laredo; Texas. Final construction contract amount is $100,680.00. Funding is available in the 2015 Certificates of Obligation Bond-District 8 Priority Funds.

46. Consideration to reject the two (2) submissions received for RFQ FY22-ENG-38 General American with Disabilities Act Compliance Services for Existing Buildings, Facilities, Other Amenities and Proposed Construction Projects FY2023 - FY2026 and requesting authorization to initiate a new solicitation of the Request for Qualifications.

There is no financial impact for action taken on this motion.

47. Consideration for approval of amendment no.1 an increase of $598,763.57 for a professional services contract with RS&H, Inc., San Antonio, Texas for the Laredo International Airport to construct taxiways H1 and H2 and reconstruct a portion of taxiway A. This amendment no. 1 is to provide construction administration services, full time resident project representative (RPR) services, construction materials testing services and direct expenses to construct Taxiways H1 and H2 and reconstruct taxiway A. Current contract amount with this amendment is $1,134,316.57. Funding is available in the Airport Construction Fund – FAA Grant No. 100.

48. Consideration for approval of the selection of the top-ranked consultant for Request for Qualifications (RFQ) FY21-ENG-16 City of Laredo Fire Station #10 Fleet Annex Building to be located at 11015 McPherson Road and authorization to negotiate and execute a professional service contract, to include the schematic design, design development, construction documents, procurement services, bid documents, specifications, and estimates for completion of the project. The building shall be approximately 10,000 sq. ft. with 1,800 sq. ft. of office space, reception area, lounge area, restrooms, fleet shop bay area with high ceilings, and bay doors. Five (5) responses were received at the City Secretary's Office on or before October 7, 2021, at 4:00 P.M. The evaluation committee recommends the selection of Cavazos & Associates Architects, PLLC, Laredo, Texas; based on the final rankings below:

1. Cavazos & Associates Architects, PLLC, Laredo, TX
2. Sepulveda Associates Architect, Inc., Laredo, TX
3. RedLine Architecture, LLC., Laredo, TX
4. Debra J. Dockery, Architect, PC, San Antonio, TX
4. DeMunbrun Scarnato Associates, Inc., San Antonio, TX

There is no financial impact at this time.

ENVIRONMENTAL: STAFF SOURCE JOHN PORTER, ENVIRONMENTAL DIRECTOR/ SOLID WASTE DIRECTOR

49. Consideration for approval of change order No. 1, a decrease of $143,259.50 for the scope of work reduction and to account for delays related to utility conflicts, design change requests, and long lead times associated with impacts from COVID-19 to Azar Services, LLC., Laredo, Texas; contingency allowances in the amount not to exceed $75,000.00 for additional work to be done on storm sewer, sanitary sewer, water lines and additional contract time of 658 calendar days for the Flores Avenue Drainage & Utility Improvements - Phase II. Current total contract amount including this change order is $1,697,644.00 and a total contract time of 1,051 calendar days. Estimated completion date with this change order is April 18, 2023. Funding is available in the 2016 Environmental C.O. Bond, 2016 Water Revenue Bond and 2017 Sewer Revenue Bond.

50. Consideration to renew contract FY20-092 Disposal/Recycling of Electronic Waste-Scrap to Tech Remove, LLC, Saint Louis, MO, in the annual amount of $56,250.00. The term of this contract shall be for a two-year period; contract is subject to future budget appropriations. This is the first and final extension period. Funding for this contract is available in the Environmental Services Department Budget.

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

51. Authorizing the Interim City Manager to renew contract FY21-003 to Trashco, Ltd, Laredo, Texas, in an amount not to exceed $140,000.00 to provide trash collection services for large volume containers. These services are required for various city operations to include: Airport, Bridge System, Parks & Recreation, Fleet Management, Transit, Municipal Housing, Utilities and Solid Waste Departments. The contract vendor is also required to provide, as needed, additional containers and/or for special events. The term of this contract will be for a period of one (1) year and this is the second of three extension (option) periods. Effective date for this contract is November 1, 2022. Funding for these services are available in various user departments' funds.

52. Consideration to renew and amend contract FY16-063 with Rochester Armored Car Co. Inc., Omaha, Nebraska to allow for a 25% contract amount increase of $18,043.98; the new total annual amount will be $90,219.90. This service contract is for providing bank courier service for city operations to various city departments. The term of this contract shall be for a period of two (2) years beginning as of the date of its execution and is contingent upon the availability of appropriated funds. There was a 25% price increase during the last extension period. This is the last extension period for this contract. Funding is available in the respective departmental budgets.

FIRE: STAFF SOURCE GUILLERMO HEARD, FIRE CHIEF

53. Consideration to ratify purchase order (No. 367632) approved by Interim City Manager to exclusive dealer Richardson Apparatus LLC, Johnson City, TX, for the amount of $297,500.00, and to further authorize unforeseen related expenditures for an additional amount not to exceed $52,500, for a total amount of $350,000.00, for the purchase of Firefighting Bunker Gear that includes but not limited to: rescue suits (coats & pants), hoods, gloves and other items for firefighters. Firefighters require specialized and certified protection gear that needs to comply with the National Fire Protection Association 1851, which requires for this type of gear to be replaced every 10 years. The term of this purchase contract shall be for a period of one (1) year beginning as of the date of its execution and is subject to future appropriations. Funding is available in the General Fund - Fire Department.

54. Consideration to amend and renew contract FY20-071 to Mendoza Maintenance Group, Laredo, TX for the cumulative amount of $50,220.00. This contract is for janitorial services for the Fire Department Administrative Center and includes the first two (2) year original term for an amount of $32,400.00 and this first one (1) year renewal extension of $17,820.00, which includes a 10% increase in price. The term of this contract renewal is for one (1) year with a possible one (1) year extension contingent upon mutual agreement and availability of appropriated funds. Funds are available in the General Fund - Fire Department.

55. Consideration to approve a Memorandum of Understanding between Texas A&M International University American Heart Association Training Center and the City of Laredo Fire Department for a five-year term that ends September 30, 2027, to allow the City of Laredo Fire Department Training site to conduct training sessions in accordance to American Heart Association guidelines.

FLEET MANAGEMENT: STAFF SOURCE RONALD MILLER, FLEET DIRECTOR

56. Consideration to renew annual contracts FY21-026 for the purchase of police and passenger car tires with the following vendors:

1. Section II: Southern Tire Mart, Columbia, Missouri in an amount up to $90,000.00 (Primary Vendor); and
2. Section I: American Tire Distributors, Fort Worth, Texas in an amount up to $30,000.00 (Secondary Vendor); and
3. Section I: The Goodyear Tire & Rubber Company, Akron, Ohio in an amount up to $30,000.00 (Secondary Vendor); and
4. Section I: Southern Tire Mart, Columbia, Missouri in an amount up to $30,000.00 (Secondary Vendor); and
5. Section II: American Tire Distributors, Fort Worth, Texas in an amount up to $30,000.00 (Secondary Vendor).

All tires will be secured on an as needed basis. The term of these contracts shall be for a period of one (1) year beginning as of the date of its execution and are contingent upon the availability of appropriated funds. There was no price increase during the last extension period from American Tire Distributors. The Goodyear Tire & Rubber Company is requesting a 1% increase and Southern Tire Mart is requesting an 17.5% increase in cost due to a price increase in raw materials and logistic costs. These contracts may be extended one (1) additional one (1) year period, upon mutual agreement of the parties. Funding is available in the Fleet Maintenance Budget.

HEALTH: STAFF SOURCE RICHARD A. CHAMBERLAIN, HEALTH DIRECTOR

57. Authorizing the Interim City Manager to enter into an agreement with Simplifyance, LLC in the amount of $80,000.00 for consultative services for a detoxification facility for the term period from September 26, 2022, to March 27, 2024. Funding is available in the General Fund.

58. Authorizing the Interim City Manager to approve the required write-off for Charity Care Policy for the Health and Human Services Commission, Texas Ambulance Services Supplemental Payment Program in the estimated amount of $2,137,619.95 for dates of service from October 1, 2021, through September 30, 2022, as required by the adopted Charity Care Policy approved on September 16, 2019, for the City of Laredo to be eligible to receive an estimated revenue of $1,800,000.00 in charity care cost reimbursement. The exact reimbursement amount is contingent upon the state's reduction percentage that is applied. The effective date of this write-off is retoactive to September 30, 2022.

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

59. Authorizing the Interim City Manager to enter into a one-year service agreement with Central Square Superion Public Sector, Lake Mary FL, in the amount of $235,572.26. The service agreement is for software enhancements and maintenance on the financial applications residing on the City's IBM iSeries computer system for the period of October 1, 2022 through September 30, 2023. Funding is available in the Information Technology Fund.

60. Authorizing the Interim City Manager to enter into and execute a Memorandum of Agreement ("MOA"), attached hereto as exhibit A, between the South Texas Development Council ("STDC") and the City of Laredo for the Management of the South Texas Regional Radio System ("STRRS") and the Advance System Key ("ASK"). For a one (1) year term beginning October 1, 2022 at an annual fee of $40,000.00; Payable quarterly in four (4) equal payments of $10,000.00

61. Consideration to authorize the use of State of Texas, Department of Information Resources (DIR) Cooperative Purchase contracts for FY2023 to purchase computers, computer hardware, computer software, telecommunications and other goods and services offered through DIR Cooperative Purchase contracts. Due to fiscal year-round (as needed) cumulative DIR contract vendor purchases, the city exceeds the $50,000.00 purchase limits, which require City Council approval; the following are DIR Co-op Vendors and estimated annual purchase amounts:

DELL Computers USA - $810,000.00
Computer Solutions - $650,000.00
Verizon - $450,000.00
AT&T - $475,000.00
SHI Government Solutions - $410,000.00
CDG Government - $375,000.00

The City is a member of the State of Texas - Texas Procurement and Support Services (TPASS) Cooperative Purchasing Program which allows the City of Laredo to take advantage of approved state contracts. Funding for cooperative purchases contracts and services are available in the respective departmental budgets.

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

62. Authorizing the Interim City Manager to award and execute a professional services contract in the amount of $70,535.00 to Able City, LLC for consulting services to develop the Del Mar Boulevard "Main Street District" Overlay study intended to provide: existing conditions assessment, community outreach, economic benefits analysis, draft implementation ordinance, prioritized short, mid and long term improvement recommendations, and planning level cost estimates for improvements for that portion of Del Mar Boulevard, from McPherson Drive to Fenwick Drive. Funding is available in the General Fund.

POLICE: STAFF SOURCE CLAUDIO TREVINO, CHIEF OF POLICE

63. **2022-R-170** Authorizing the Interim City Manager to ratify entering into and executing a memorandum of understanding between the City of Laredo Police Department (LPD) and the Federal Bureau of Investigation (FBI) San Antonio High-Intensity Drug Trafficking Area (HIDTA) Task Force - Transnational Organized Crime Western Hemisphere to maximize inter-agency cooperation, and to identify and target criminal enterprise groups responsible for violent crimes within the city and surrounding areas, with no cost to the City of Laredo. This MOU was previously approved using the San Antonio Hybrid Task Force name and has recently been modified to the San Antonio HIDTA Task Force. This ratification only reflects the correct task force name on the MOU.

64. **2022-R-171** Authorizing the Interim City Manager to submit a grant application in the estimated amount of $50,000.00 to the Texas Department of Transportation to fund the FY 2023 STEP Impaired Driving Mobilization (IDM) Program. The City of Laredo must match approximately 24% of the total grant funds. The performance period is during enforcement waves scheduled on holidays between October 01, 2022 through September 30, 2023. This grant funding is to pay overtime salaries to officers to increase enforcement to arrest individuals driving while intoxicated (DWI) and

driving under the influence (DUI) of alcohol by a minor. Funding is available in the Special Police Fund.

65. **2022-R-172** Authorizing the Interim City Manager to accept a grant in the amount of $67,974.00 from 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 is available in the Special Police Fund.

66. **2022-R-174** Authorizing the Interim City Manager to accept a grant in the amount of $24,975.00 from the Office of the Governor, Public Safety Office, Criminal Justice Division for the FY 2023 First Responder Mental Health Grant, Peer Support Program. The Laredo Police Department will utilize this funding to obtain a professional service contract for clinical advisory for trauma and work-related counseling and training for the sustainment of the LPD Peer Support Program. The grant performance period is October 01, 2022, through September 30, 2023. No local match is required. Grant funding is available in the Special Police Fund.

67. **2022-R-176** Authorizing the Interim City Manager to accept a grant in the amount of $106,268.12 from the Office of the Governor's Homeland Security Grants Division (HSGD) for the purpose of funding the 2022 State Homeland Security Program-Law Enforcement Terrorism Prevention Activities (LETPA) Grant. This funding will be used to replace two fully equipped bomb response vehicles that are essential and necessary to prevent and respond to acts of terrorism. The performance period is October 1, 2022 through March 31, 2023. No local match is required. Funding is available in the Special Police Fund.

68. **2022-R-177** Authorizing the Interim City Manager to accept a grant in the amount of $20,034.04 from the U.S. Department of Justice Programs for the purpose of funding the Patrick Leahy Bulletproof Vest Partnership Grant for FY 2022. The funds will be utilized to replace approximately 49 vests that have exceeded the recommended life expectancy. The Bulletproof Vest Partnership Program will provide funding in the amount of $20,034.04 with the other 50% of the project being provided by city match for a total grant amount of $40,068.08. The grant performance period is from October 1, 2022 through August 31, 2024. Funding is available in the Special Police Fund.

69. Consideration to authorize the purchase of two (2) bomb response vehicles from Silsbee Ford, Silsbee, Texas in the amount of $111,268.12. The purchase of these vehicles shall be made utilizing the Goodbuy Contract Pricing Program. Funding is available in the Special Police Fund-State Homeland Security Grant-Law Enforcement Terrorism Prevention Activities (LETPA) Program and in the Police Trust Fund. The grant will be funding $106,268.12 and the Police Trust fund $5,000.00 for a total amount of $111,268.12.

70. Authorizing the Interim City Manager to accept a grant in the amount of $38,078.00 from the Office of the Governor's Homeland Security Grants Division to fund the State Homeland Security Program - Law Enforcement Terrorism Prevention Activities (LETPA) Grant. This funding will be utilized to purchase one (1) completeMed Eng EOD 10E bomb suit for the Laredo Police Department (LPD) Bomb Squad Unit. The grant performance period is October 1, 2022, through September 30, 2023. No local match is required. Funding is available in the Special Police Fund-State Homeland Security- LETPA Grant.

PUBLIC WORKS: STAFF SOURCE JOHN ORFILA, PUBLIC WORKS DIRECTOR

71. Consideration to award contract FY22-092 to the following vendors:

Patmo Concrete, Laredo, Texas, as Primary Vendor
City Ready Mix, Inc., Laredo, Texas, as Secondary Vendor

for the purchase of Ready Mix Cement (job site delivered) for Public Works and various city departments for an amount of $2,000,000.00 annually. This contract establishes Primary/Secondary vendors and pricing. The term of contract shall be for a period of one (1) year, beginning as of the date of its execution and may be extended for three (3) additional one (1) year periods, upon mutual agreement. All materials are purchased on an as-needed basis. Funding for this contract is available in the respective City department's operational budget.

72. Consideration to renew contract FY20-093 for CMC Commercial Metals, Laredo, Texas as the primary vendor in an annual amount up to $300,000.00 and for Beaver's Source LLC, Laredo Texas as the secondary vendor in an annual amount up to $100,000.00. This contract is to purchase various construction related items: lumber, tools for concrete/construction, steel, rebar wire and mesh materials, on an as needed basis, by Public Works Department for construction and repair projects. This is the second and final contract extension for a one (1) year period. Funding is available in the General Fund - Public Works Department.

73. Consideration to renew contract number FY21-102 for the supply of the following paving, and construction materials (sand):

To Emperor Services LLC, Laredo, Texas for the following sections and amounts:

Section I. Sand delivered to City
Emperor Services LLC, Laredo, Texas as the primary vendor in an amount up to $60,000.00 and

Section II. Sand picked up by City
Emperor Services LLC, Laredo, Texas as the secondary vendor in an amount up to $30,000.00.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This is the first extension and contract may be extended for two, additional one (1) year periods, upon mutual agreement of the parties. Funding is available in the respective user department's operations funds.

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

74. Authorizing the Interim City Manager to award Amendment No. 5 in the amount of $51,090.00 for professional engineering services contract with Ardurra Group Inc., Laredo, Texas. The anticipated construction time was approximately 16 months; however, due to circumstances unrelated to the design or services provided by Ardurra, the project is currently in month 25 of construction. The total contract amount is $855,820.00 with this amendment. Funding is available in the 2020A Sewer Revenue Bond.

75. Authorizing the Interim City Manager to authorize a change order and vendor name change for purchase order No. 356260 in the amount of $182,850.00 to manufacturer PSI Water Technologies and award contract for $231,725.00 to Environmental Improvements, Inc of Buda, Texas. The contract is for an automatic disinfectant system as sourced by the city's consultant, Ardurra Group, Inc. The increase of $48,875.00 represents new 2022 prices along with a 15% ($30,225.00) contingency fee for unforeseen site conditions and increased services from the local authorized Texas representative. Funding is available in the America Rescue Act Plan Fund.

76. Consideration to renew contract FY20-074 with Gutierrez Machine Shop, Laredo, Texas in an amount of up to $500,000.00 for professional welding services for the Utilities Department. The services requested include site repairs to various water and wastewater treatment plants, lift stations, and other municipal utility facilities. This is the third and final extension of this contract, and it is contingent upon the availability of appropriated funds. There was no price increase during the last extension period. Funding is available in the Waterworks System and Sewer System Funds.

77. Authorizing the Interim City Manager to approve amendment No. 12 to CDM Smith, in the amount of $177,478.00 for the professional services for detail design, plans, specifications, bidding and construction phase services associated with blower building modifications to mitigate dust and debris from entering the facility and impacting blower operations. Recent repairs to the blowers identified excessive wind-blown dust inside the blowers and electrical panels. CDM completed a blower building evaluation in amendment No. 11 and produced three (3) different solutions to the building design that would mitigate the excessive dust from entering the building and affecting blower operations. The revised contract amount is $8,544,588.00. Funding is available in the 2019 Sewer Revenue Bond.

78. Consideration to award supply contract number FY23-001 to the following low bidders:

1. DPC Industries, Corpus Christi, Texas
2. Chemrite Chemicals, Buford, Georgia
3. Brenntag Southwest, Lancaster, Texas
4. Chemtrade Chemicals, Parsippany, New Jersey
5. Polydyne, Inc., Riceboro, Georgia

in an annual amount up to $3,500,000.00 for the purchase of water and wastewater treatment chemicals for the Utilities Department. The term of this contract shall be for a period of two (2) years beginning as of the date of its execution and is contingent upon availability of appropriated funds. This contract has three (3) one (1) year extension periods. All chemicals will be purchased on as needed basis. Funding is available in the Water and Wastewater Treatment Division's Operating Budgets.

79. Authorizing the Interim City Manager to approve a professional engineering services contract to Ardurra Group, Inc. of Laredo, Texas not to exceed $842,600.00 to develop plans and specifications for tank and booster station site improvements in South Laredo. Funding is available in the 2020A Water Revenue Bond.

END OF CONSENT AGENDA

XIV. STAFF REPORTS

80. 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. The following are the ongoing audits/review: Vehicle Repair Process Audit and Evaluation of City Policies.

81. Presentation with possible action by RS&H Inc. on the adoption and implementation of the updated Noise Exposure Maps (NEM) for the Laredo International Airport and any matters incident thereto.

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.

82. Request for Executive Session pursuant to Texas Government Code Section 551.071 and 551.072 to discuss matters related to Bridge 4/5 and return to open session for possible action.

83. Executive Session pursuant to 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 collective bargaining matters and the Collective Bargaining Negotiations between the City of Laredo, Texas and the Laredo Fire Fighters Association, Local 872, and return to open session for possible action if necessary.

84. Request for Executive Session pursuant to Texas Government Code Section 551.071 to consult with attorneys concerning Laredo Vapor Land, LLC v. The City of Laredo and any other related matters.

85. Request for Executive Session pursuant to Texas Government Code Section 551.071 and 551.072 to discuss STX Venue Management, LLC and its contract as it relates to Uni-Trade Stadium and any other matters incident thereto, and return to open session for possible action.

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

86. Consideration to offer Free Bus and Van/El Lift Rides on general election day, November 8, 2022, to encourage voter participation in Laredo, Texas. To allow local residents to use public transportation for free in order to go vote and to give the people a better opportunity to cast their ballot. This is a common practice among transit agencies; the direct financial impact on the loss of passenger revenues for that given day is estimated to be around $2,500.00.

87. Consideration to exercise the last contract renewal option for Gonzalez Auto Parts of Laredo, Texas Contract# FY19-050 Transmission and Motor Oil for the purchase of Automatic Transmission Fluid and CNG Synthetic Blend 15W40 Engine Oil for an estimated contract amount of $85,000.00 to be used for the El Metro’s Bus Fleet. The last contract extension expires May 31, 2023. Funding is available in the El Metro’s Operations Fund.

88. Authorizing the Interim City Manager to execute a three-year contract with Remix Technologies, LCC, a subsidiary of VIA Transportation Inc., for RFP FY22-063 Transit Planning and Scheduling Software for the El Metro's Fixed Route Bus Operations in the amount of $135,500.00. This is for the purchase of a cloud-based platform for planning, simultaneous cost estimation, geospatial data analysis, and equity analysis that enables time tables, blocking, run-cutting, and rostering for bus operations. Funding is available under Transit-Federal Transit Administration (FTA) Grant #TX-2020-100-00. There is no local match requirement.

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

89. **GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS**

A. **Request by Mayor Pete Saenz**

1. Discussion with possible action on status report by City Manager's Office on City's progress in providing all necessary information to our State Senator and Representatives to advance legislation in the upcoming Austin's legislative session to secure funding for:
   a. feasibility study or studies by the Texas Development Board, or others, to address a regional approach in identifying, securing and supplying an emergency-secondary source of potable water to the Laredo region, independent of the Rio Grande; including monetary or other incentives under any public-private partnerships.
   b. Construction costs to implement such feasibility study or studies.

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

1. Discussion with possible action to install (4) speed humps around Santa Fe Park and to enhance and include more lighting around the area, and any other matters incident thereto.

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

1. Presentation with possible action from the National Alzheimer's Association to bring awareness, and possible support from the City of Laredo, for the 7th Annual Walk to End Alzheimer's taking place on November 5, 2022 at TAMIU; and any matters incident thereto.

D. **Request by Council Member Vanessa J. Perez**

1. Discussion with possible action to include a staff report at all regular council meetings from the Utilities Department on water, including but not limited to quality, infrastructure, level status, improvements, and any other matters incident thereto. **(Co-Sponsored by Council Member Alberto Torres and Council Member Alyssa Cigarroa)**

E. **Request by Council Member Rudy Gonzalez, Jr.**

1. Discussion with possible action to dedicate the bridge at Merida Avenue, Independence Park in honor of all veterans and any other matters incident thereto.

F. **Request by Mayor Pro-Tempore Vidal Rodriguez**

1. Discussion with possible action and status update on the opening of the second exit for Concord Hills and a timeline indicating why the project has taken longer than proposed to be completed; and any other matters incident thereto.

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 Thursday, October 13, 2022 at 6:45 p.m.

_____
Jose A. Valdez, Jr.
City Secretary

Public Hearings (also Intro Ord) 1.

City Council-Regular

Meeting Date: 10/17/2022

Initiated By: Riazul Mia, Assistant City Manager

Initiated By: City Council

Staff Source: Orlando Navarro, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the City of Laredo Land Development Code, Article V, Section 24-78.2, (b), Entitled Central Business District, Arts and Entertainment District, and Historic District Exemptions, to exempt the Saint Peter's Historic District from the off-street parking requirements contained in Section 24-78, and thereby providing the Saint Peter's Historic District with the same parking exemptions which currently apply to the Old Mercado and San Agustin De Laredo Historic Districts, providing this ordinance to be cumulative, providing for severability clause, and providing for publication and effective date.

The Planning and Zoning Commission recommended **approval** of the proposed ordinance amendment, and recommended the item be presented to the Historic District Landmark Board. Staff **supports** the proposed amendment. The item was scheduled for presentation to the Historic District Landmark Board on October 13, 2022, however due to lack of quorum no meeting was held. Code of Ordinances Section 2-156 states that "To the extent permitted by law, if a committee is unable to establish a quorum for a regularly scheduled meeting, the city manager may bypass the committee and place any item on the committee's agenda for that meeting on the next regularly scheduled city council meeting."

PREVIOUS COUNCIL ACTION

On August 1st, 2022, City Council directed Staff to develop an ordinance amendment intended to reduce off-street parking requirements for uses located in Saint Peter's historic district.

BACKGROUND

- On August 1st, 2022, City Council directed Staff to develop an ordinance amendment intended to reduce off-street parking requirements for uses located in Historic Saint Peter's district.
- A Historic District is defined as historic overlay district subject to design and preservation standards established by the Historic District Landmark Board.
- There are three (3) locally designated historic districts, including, Saint Peters, Old Mercado and the San Agustin de Laredo historic district.
- Currently, all properties zoned Central Business District (CBD) or Arts and

Entertainment District (AE) are exempt from off-street parking requirements.

- As, both the Old Mercado and the San Agustin de Laredo historic districts are wholly located within the Central Business District and/or the Arts and Entertainment District, both are exempt from off-street parking requirements contained in Laredo Land Development Code Section 24-78.
- The proposed ordinance amendment will provide the Historic Saint Peters district with the same off-street parking exemptions that currently apply to both the Old Mercado and San Agustin de Laredo historic districts. (s*ee attached ordinance*)
- The proposed ordinance will not permit additional uses other than those currently allowed by the underlying predominately R-O (Residential Office Zoning District)
- The proposed ordinance furthers the goals of the Comprehensive Plan (CP) which recommends that the city should:
  - "...not require any on-site parking for buildings downtown" (CP Policy 2.14.2)
  - "Facilitate investment in the downtown" (CP Goal 2.7)
  - Revise regulations which may impede development downtown (CP Policy 2.7.1)

The proposed ordinance amendment will read as follows:
Section 24-78.2 GENERAL REQUIREMENTS
(b) CENTRAL BUSINESS DISTRICT, AND ART AND ENTERTAINMENT DISTRICT, AND HISTORIC DISTRICT EXEMPTIONS
Although encouraged to consider off-street parking for their customers and residents in their planning, customer and resident off-street parking is not a requirement of the individual businesses or residential uses located within *the Saint Peter's Historic District, the* Central Business District and the Arts and Entertainment District.
However, if such off-street parking is provided, it shall be constructed in accordance with the provisions of Section 24-78. For Historic Districts, legal and adjacent on street parking shall be counted towards the total off-street parking requirements contained in Section 24-78. To be considered adjacent, the on-street parking must be located on right-of-way which fronts the site being considered. To be considered legal, the on-street parking must be on a street which allows long term public parking during business hours (whether metered or un-metered)

COMMITTEE RECOMMENDATION

On September 15, 2022, the Planning and Zoning Commission voted to recommend approval to the City Council, and recommended also the item be presented to the Historic Landmark Board.
On October 13, 2022, the Historic Landmark Board received a presentation on the proposed amendment. (Note: The Land Development Code does not require Historic Landmark Board recommendation on proposed amendments of the Land Development Code)

STAFF RECOMMENDATION

Staff recommends approval.

Fiscal Impact

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

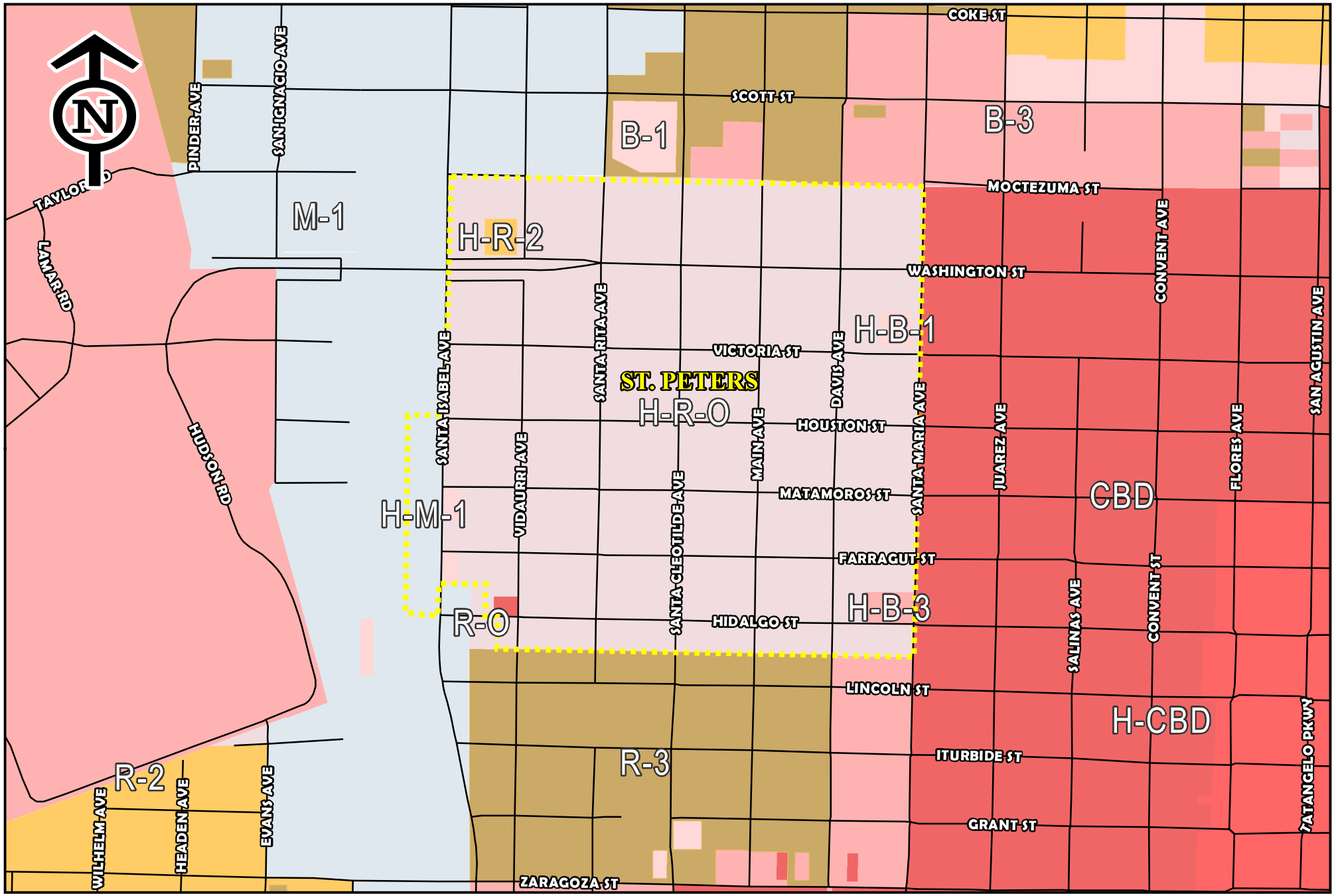
Attachments

All maps
ORDINANCE

Date: 8/19/2022

HISTORIC DISTRICTS OF LAREDO

PLANNING AND ZONING DEPARTMENT



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

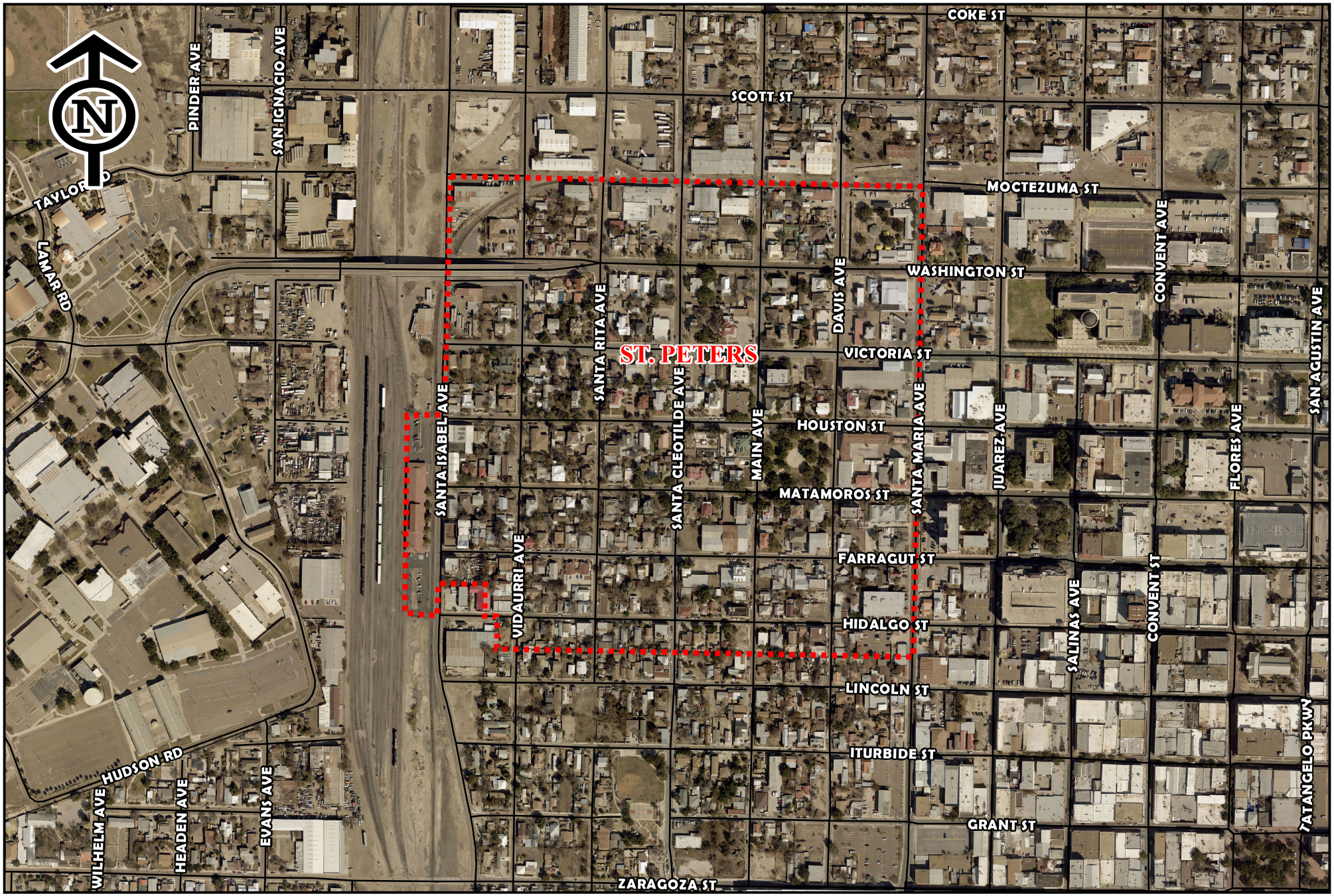
DISCLAIMER
The information provided in this map submited to, gathered by and/or developed by the City of Laredo from various sources. Geographic Information has a high probability of becoming outdated from the time it is collected and therefore, at-presentground conditions should be assessed to determine the accuracy of provided information. The city of Laredo assumes no liability for any decisions made or actions taken or no taken by the user of this data in reliance upon any data furnished herewith. The use of this data indicates your unconditional acceptance of all risks associated with the use of this data.

1 inch = 500 feet

Date: 8/19/2022

HISTORIC DISTRICTS OF LAREDO

PLANNING AND ZONING DEPARTMENT



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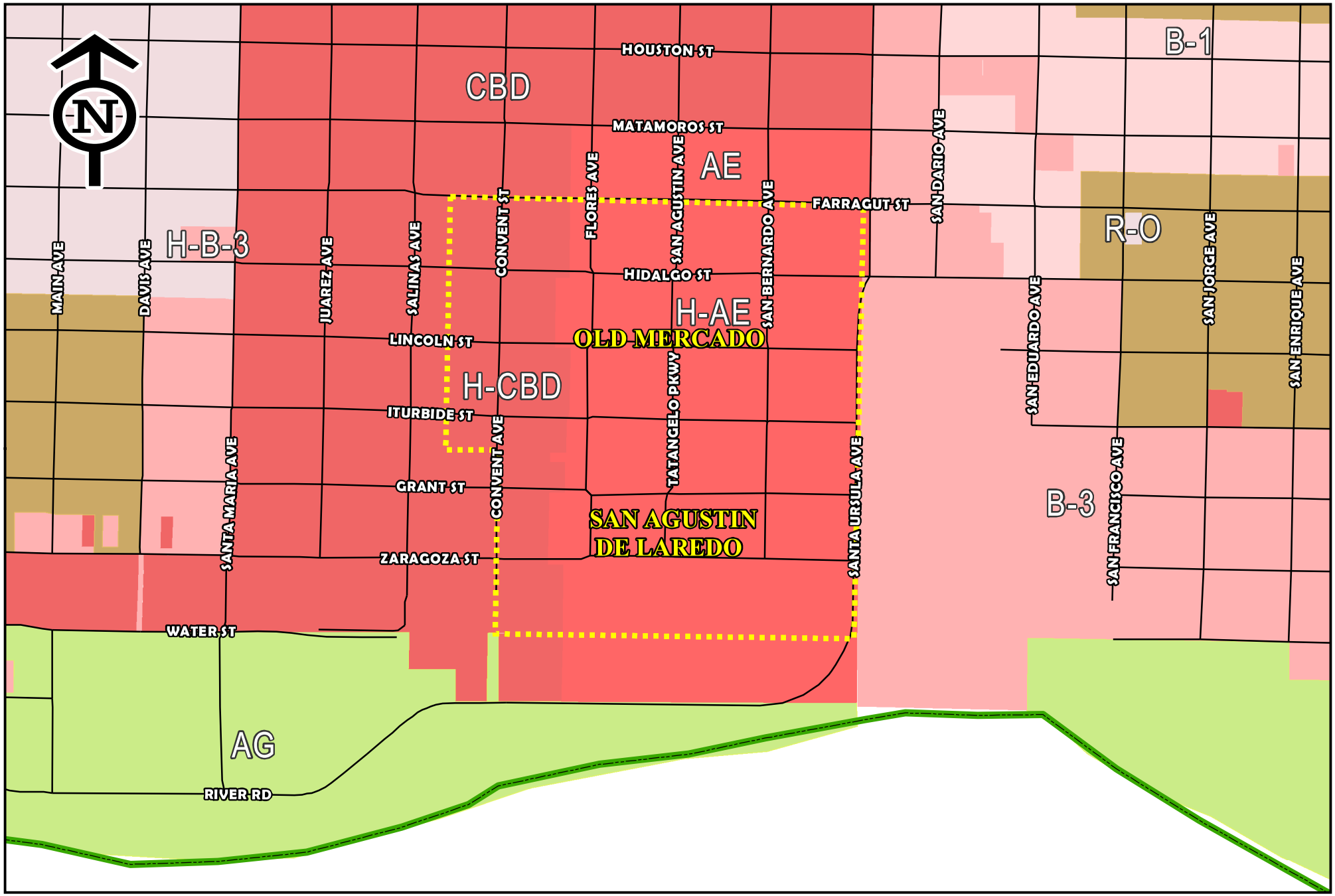
1 inch = 500 feet

Date: 8/19/2022

HISTORIC DISTRICTS OF LAREDO

PLANNING AND ZONING DEPARTMENT



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1 inch = 450 feet

Date: 8/19/2022

HISTORIC DISTRICTS OF LAREDO

PLANNING AND ZONING DEPARTMENT

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

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1 inch = 450 feet

ORDINANCE NO. 2022-O-

AMENDING THE CITY OF LAREDO LAND DEVELOPMENT CODE, ARTICLE V, SECTION 24-78.2, (B), ENTITLED CENTRAL BUSINESS DISTRICT, ARTS AND ENTERTAINMENT DISTRICT, AND HISTORIC DISTRICT EXEMPTIONS, TO EXEMPT THE SAINT PETER'S HISTORIC DISTRICT FROM THE OFF-STREET PARKING REQUIREMENTS CONTAINED IN SECTION 24-78, AND THEREBY PROVIDING THE SAINT PETER'S HISTORIC DISTRICT WITH THE SAME PARKING EXEMPTIONS WHICH CURRENTLY APPLY TO THE OLD MERCADO AND SAN AGUSTIN DE LAREDO HISTORIC DISTRICTS, PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE, PROVIDING FOR SEVERABILITY CLAUSE, AND PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the Laredo Land Development Code regulates land uses within the corporate limits of the City of Laredo; and,

WHEREAS, on August 1st, 2022, City Council directed Staff to develop an ordinance amendment intended to reduce off street parking requirements for uses located in Historic Saint Peter's district; and,

WHEREAS, a Historic District is defined as a historic overlay district subject to the design and preservation standards established by the Historic District Landmark Board; and,

WHEREAS, there are three (3) locally designated historic districts, including, Saint Peters, Old Mercado and San Agustin de Laredo; and,

WHEREAS, currently all properties located within the Central Business District (CBD) and Arts and Entertainment District (AE) and exempt from off-street parking requirements; and,

WHEREAS, both the Old Mercado and the San Agustin de Laredo historic districts are wholly located within the Central Business District and/or the Arts and Entertainment District, and are exempt from off street parking requirements; and,

WHEREAS, the proposed ordinance amendment will provide the same parking exemption(s) to the Historic Saint Peters District, as that which apply to the Old Mercado and San Agustin de Laredo historic districts located within the Central Business Districts and Arts and Entertainment District; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended approval of the ordinance amendment; and,

WHEREAS, the Historic Landmark Board, after a public hearing, has recommended approval of the ordinance amendment; and,

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

WHEREAS, the City Council held a public hearing on _____, 2022, and found the proposed ordinance amendment appropriate, necessary and consistent with the Laredo Comprehensive Plan, and in the best interest of the public health, safety and welfare.

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

Section 1: Article V, Section 24-78.2 (b), of the Laredo Land Development Code is here-by amended to read as follows:

Section 24-78.2 GENERAL REQUIREMENTS

(b) CENTRAL BUSINESS DISTRICT, AND ART AND ENTERTAINMENT DISTRICT, AND HISTORIC DISTRICT EXEMPTIONS

Although encouraged to consider off-street parking for their customers and residents in their planning, customer and resident off-street parking is not a requirement of the individual businesses or residential uses located within *the Saint Peter's Historic District, the* Central Business District and the Arts and Entertainment District. However, if such off-street parking is provided, it shall be constructed in accordance with the provisions of Section 24-78. For Historic Districts, legal and adjacent on street parking shall be counted towards the total off-street parking requirements contained in Section 24-78. To be considered adjacent, the on-street parking must be located on right-of-way which fronts the site being considered. To be considered legal, the on-street parking must be on a street which allows long term public parking during business hours (whether metered or un-metered)

Section 2. 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 3. The publishers of the City Code of Laredo, Texas are authorized to amend said code to reflect the changes adopted herein and to correct typographical errors and to index, format and number paragraphs to conform to the existing code.

Section 4. This Ordinance shall become effective from and after its adoption and publication in accordance with the provisions of the Charter of the City of Laredo.

Section 5. Cumulative - This ordinance shall be cumulative of all provisions of ordinances of the City of Laredo Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

Section 6. Severability - 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 7. Open Meeting – The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting as required by the Open Meeting Law, Article 6252-17, Texas Revised Civil Statutes Annotated; and that this meeting has been open to the public as required by law at all times during the which this ordinance and the subject matter was considered and approves confirms such written notice and the contents and posting hereof.

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

Public Hearings (also Intro Ord) 2.

City Council-Regular

Meeting Date: 10/17/2022

Initiated By: Riazul Mia, Assistant City Manager
Initiated By: Ermilo Sierra, Owner/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 3, Block 1738, Eastern Division, located at 2815 Zacatecas Street/2811 Zacatecas Street, from B-1 (Limited Business District) to B-4 (Highway Commercial District).

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

ZC-089-2022
District II

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: II - Vidal Rodriguez

Proposed use: Event Rental Hall

Site: The site is currently occupied by a commercial structure (gym).

Surrounding land uses: To the north of the site is Zacatecas Street and mixed residential use. To the east of the site is Siempre Grocery, South New York Avenue, and residential use. To the south of the site is commercial uses such as Yzaguirre & Sons Grocery & Meat Market, mixed residential uses, and Chacota Street. To the west of the site is La Mies Restaurant, South Arkansas Avenue, Tortilleria La Fe, as well as mixed commercial and residential uses.

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=39

Transportation Plan: The Long Range Thoroughfare Plan identifies Zacatecas Street as a Major Collector.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 29 **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 does not meet the Laredo Land Development Code location requirement stating that B-4 districts should be located along Major Arterials or a Freeway. Zacatecas Street is identified as a Major Collector on the Thoroughfare Plan.
2. The proposed zone change is not in conformance with the Comprehensive Plan's designation as Neighborhood Mixed-Use (All Except M-1, M-2, B-4, AH, AN, FH, OG, FiH), which does not include B-4 zoning districts.
3. The property does not meet the minimum lot width requirement of 100 feet for B-4 zone districts as per the Laredo Land Development Code, Sectional 24.77.1 Dimensional Standards. The property lot width is approximately 69.44 feet.
4. The property does not meet 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 approximately 9,643.51 square feet.

Staff **does not support** 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?

Yes. To the north of the site is mixed residential uses. To the east and south of the site is residential uses and some commercial uses. To the west of the site is commercial uses and residential uses.

Would this change create an isolated zoning district unrelated to surrounding

districts?
Yes. The site is surrounded by B-1 zoning districts and R-3 zoning districts.

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

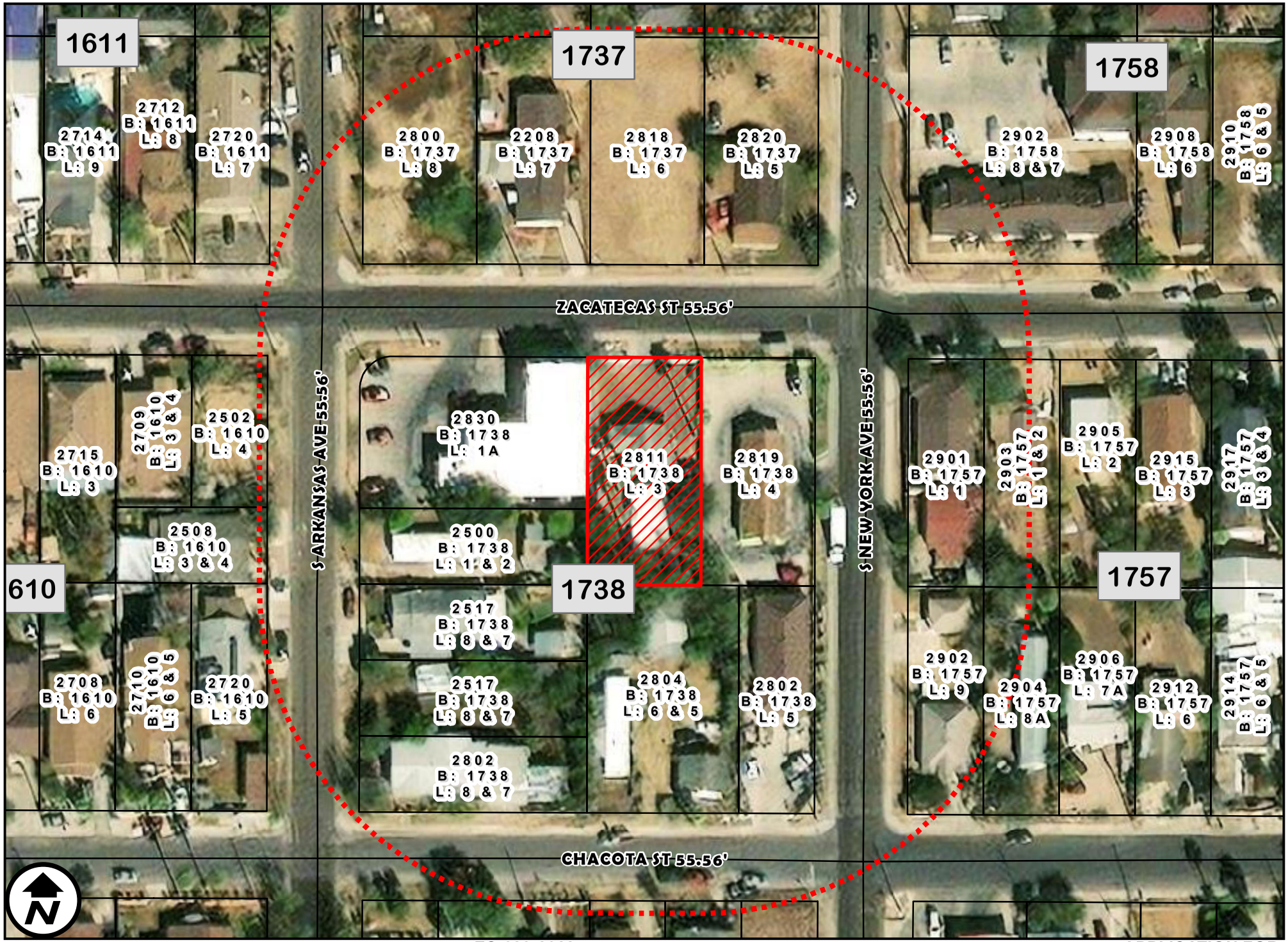
Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The existing use of B-1 does not allow for an event rental hall intended by the applicant.

Fiscal Impact

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

Attachments

Maps
Ordinance

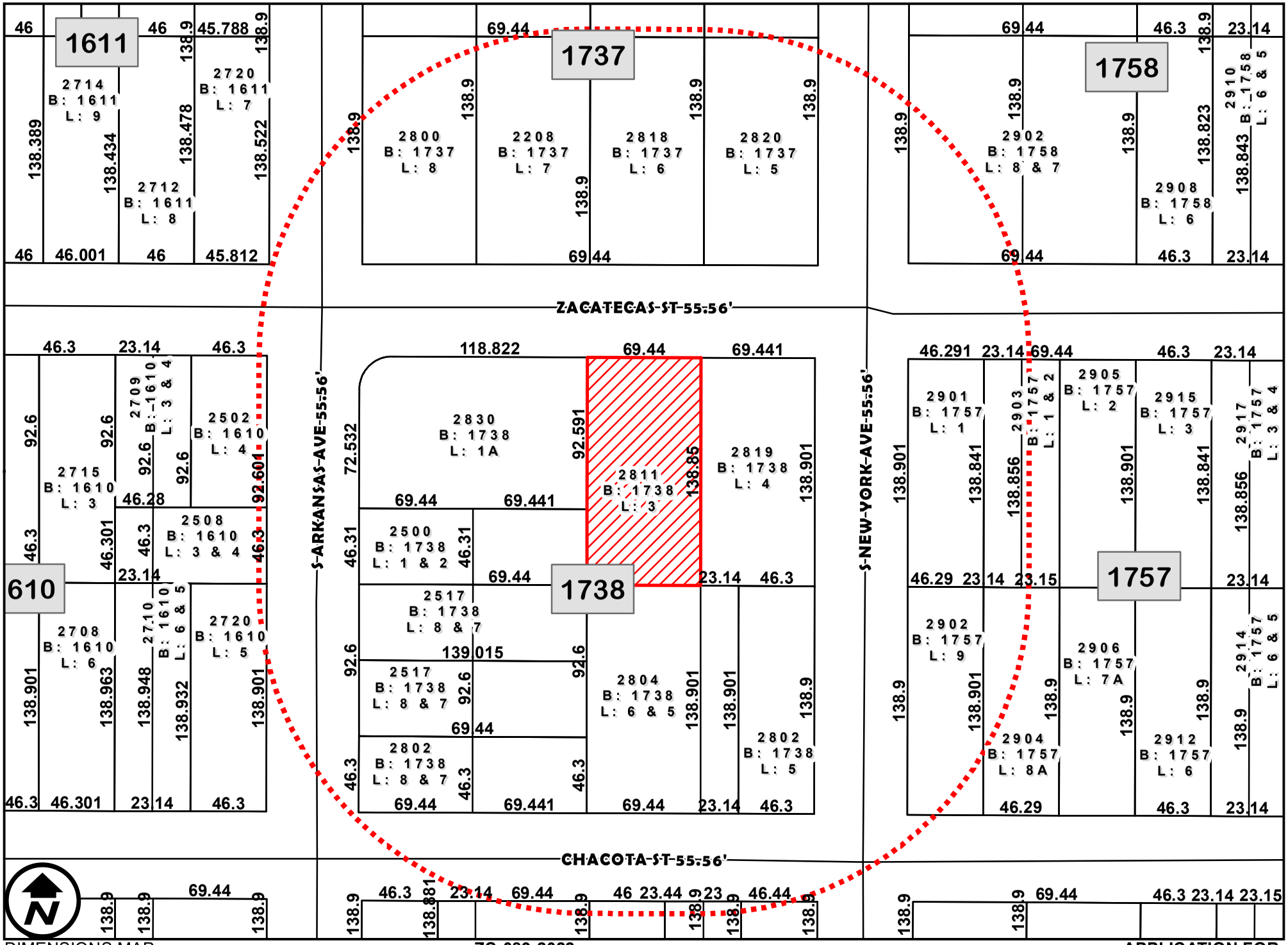


AERIAL MAP

1 inch = 75 feet

ZC-089-2022
COUNCIL DISTRICT 2
2815 ZACATECAS STREET

APPLICATION FOR
B-1 (LIMITED BUSINESS DISTRICT) TO
B-4 (HIGHWAY COMMERCIAL DISTRICT)

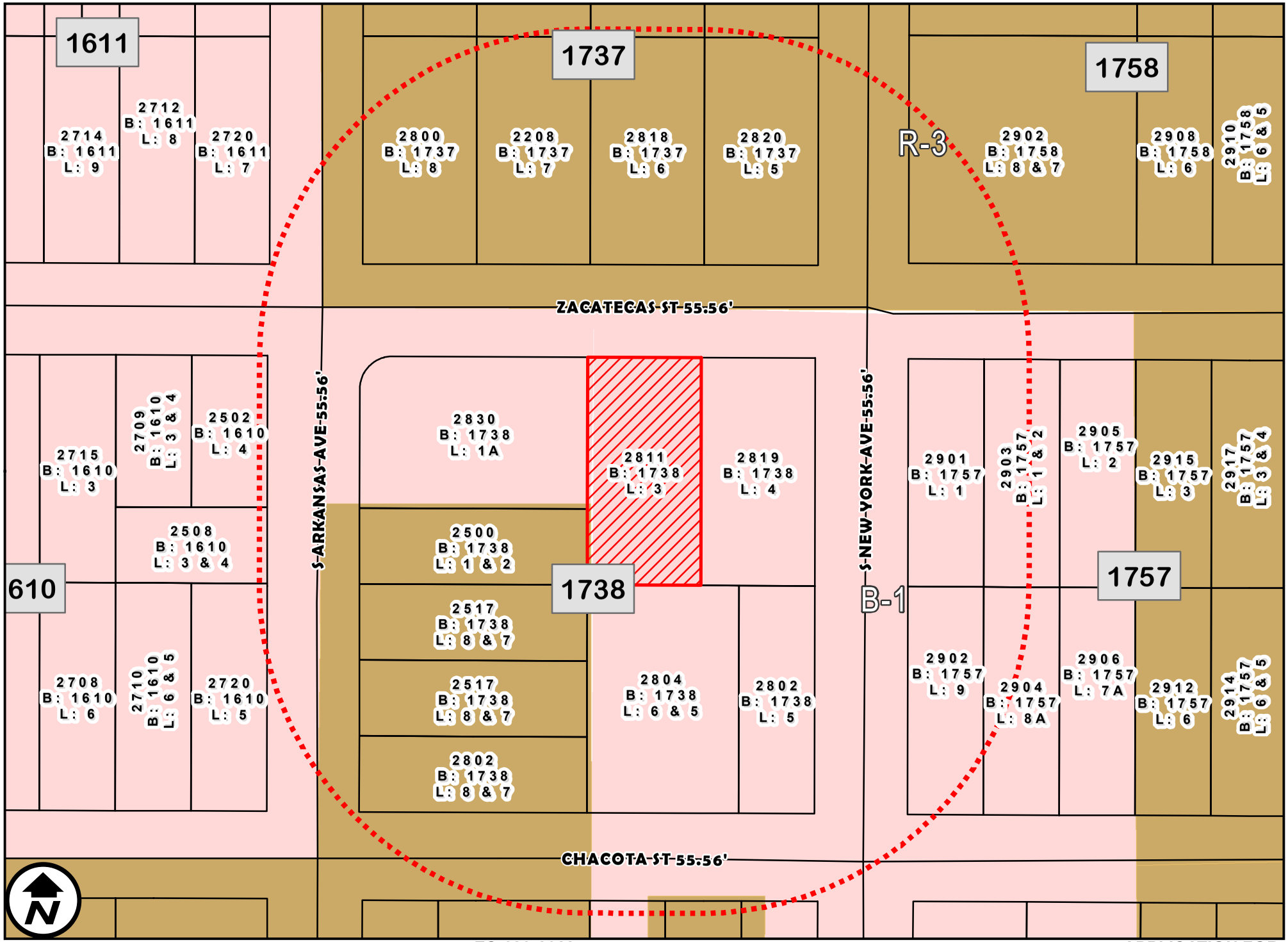


DIMENSIONS MAP

1 inch = 75 feet

ZC-089-2022
COUNCIL DISTRICT 2
2815 ZACATECAS STREET

APPLICATION FOR
B-1 (LIMITED BUSINESS DISTRICT) TO
B-4 (HIGHWAY COMMERCIAL DISTRICT)

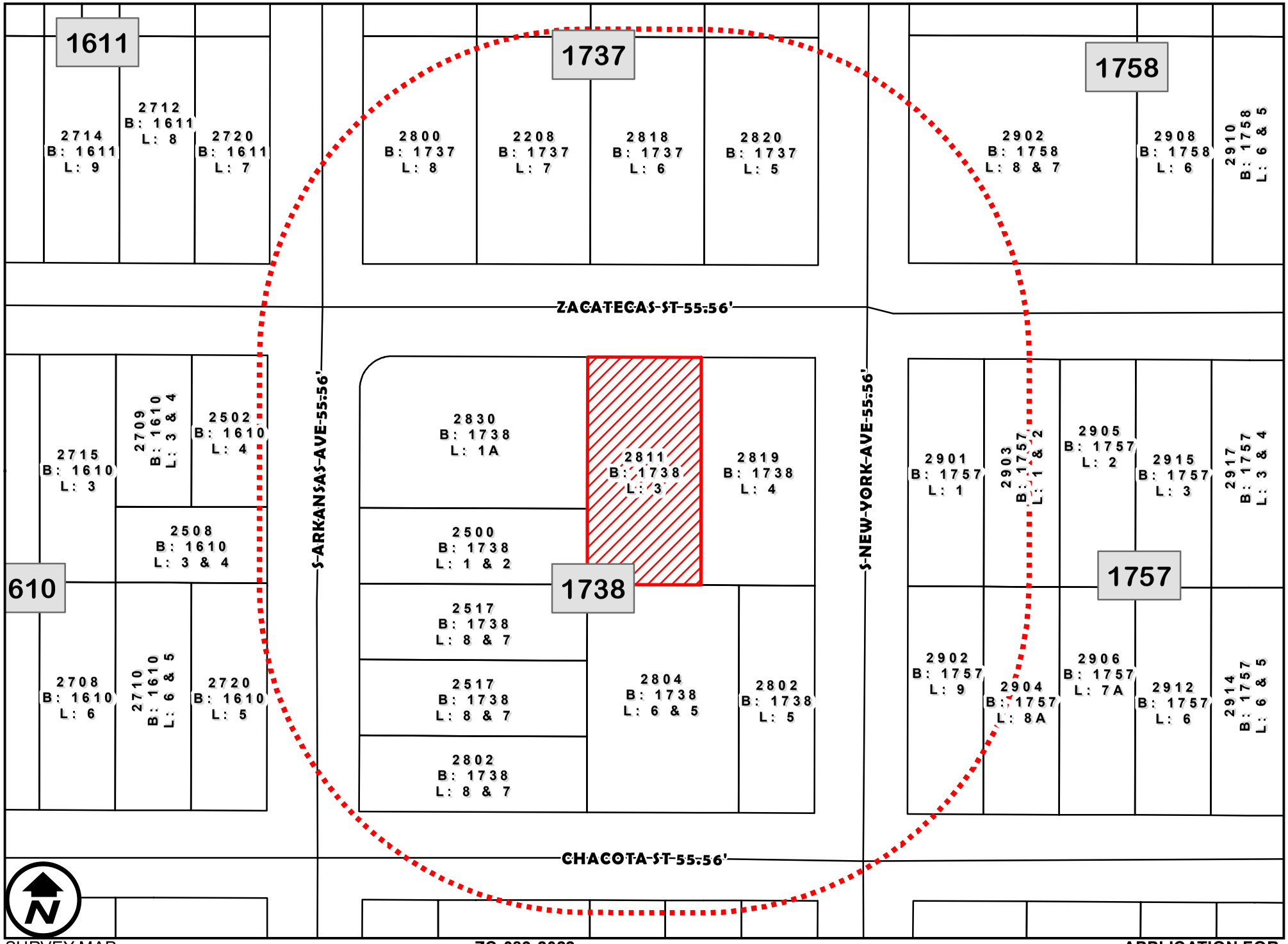


ZONING MAP

1 inch = 75 feet

ZC-089-2022
COUNCIL DISTRICT 2
2815 ZACATECAS STREET

APPLICATION FOR
B-1 (LIMITED BUSINESS DISTRICT) TO
B-4 (HIGHWAY COMMERCIAL DISTRICT)

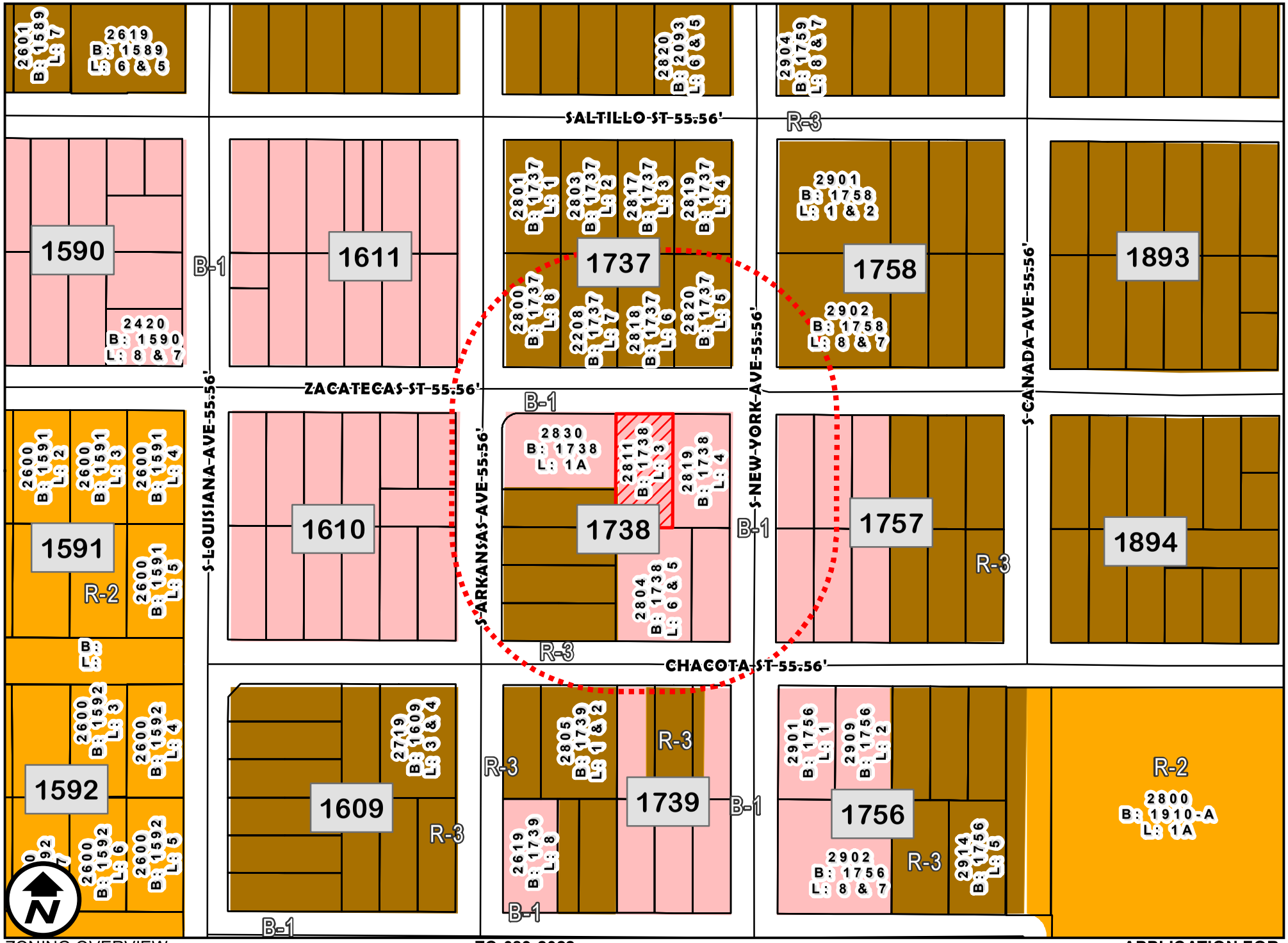


SURVEY MAP

1 inch = 75 feet

ZC-089-2022
COUNCIL DISTRICT 2
2815 ZACATECAS STREET

APPLICATION FOR
B-1 (LIMITED BUSINESS DISTRICT) TO
B-4 (HIGHWAY COMMERCIAL DISTRICT)

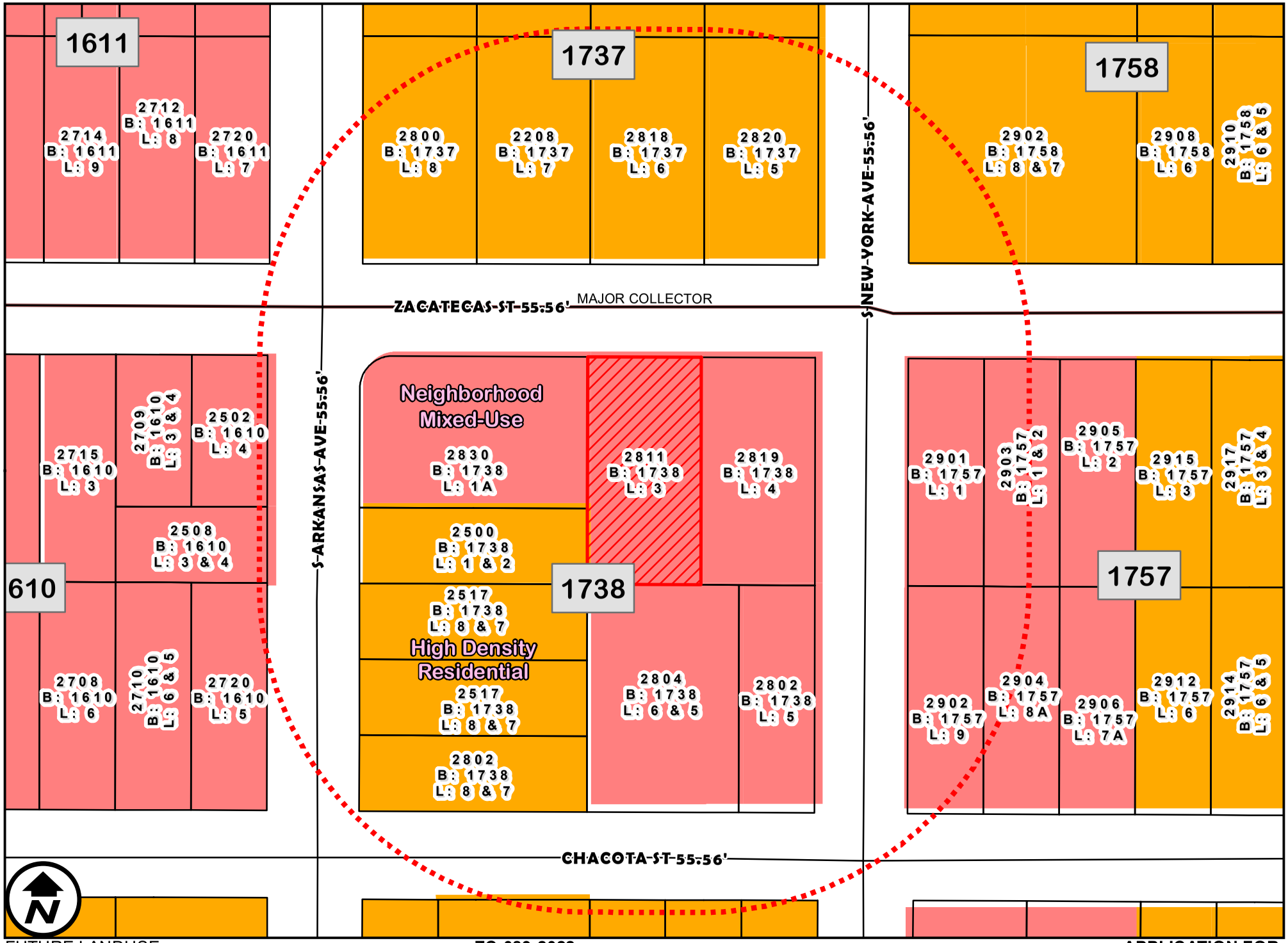


ZONING OVERVIEW

1 inch = 150 feet

ZC-089-2022
COUNCIL DISTRICT 2
2815 ZACATECAS STREET

APPLICATION FOR
B-1 (LIMITED BUSINESS DISTRICT) TO
B-4 (HIGHWAY COMMERCIAL DISTRICT)

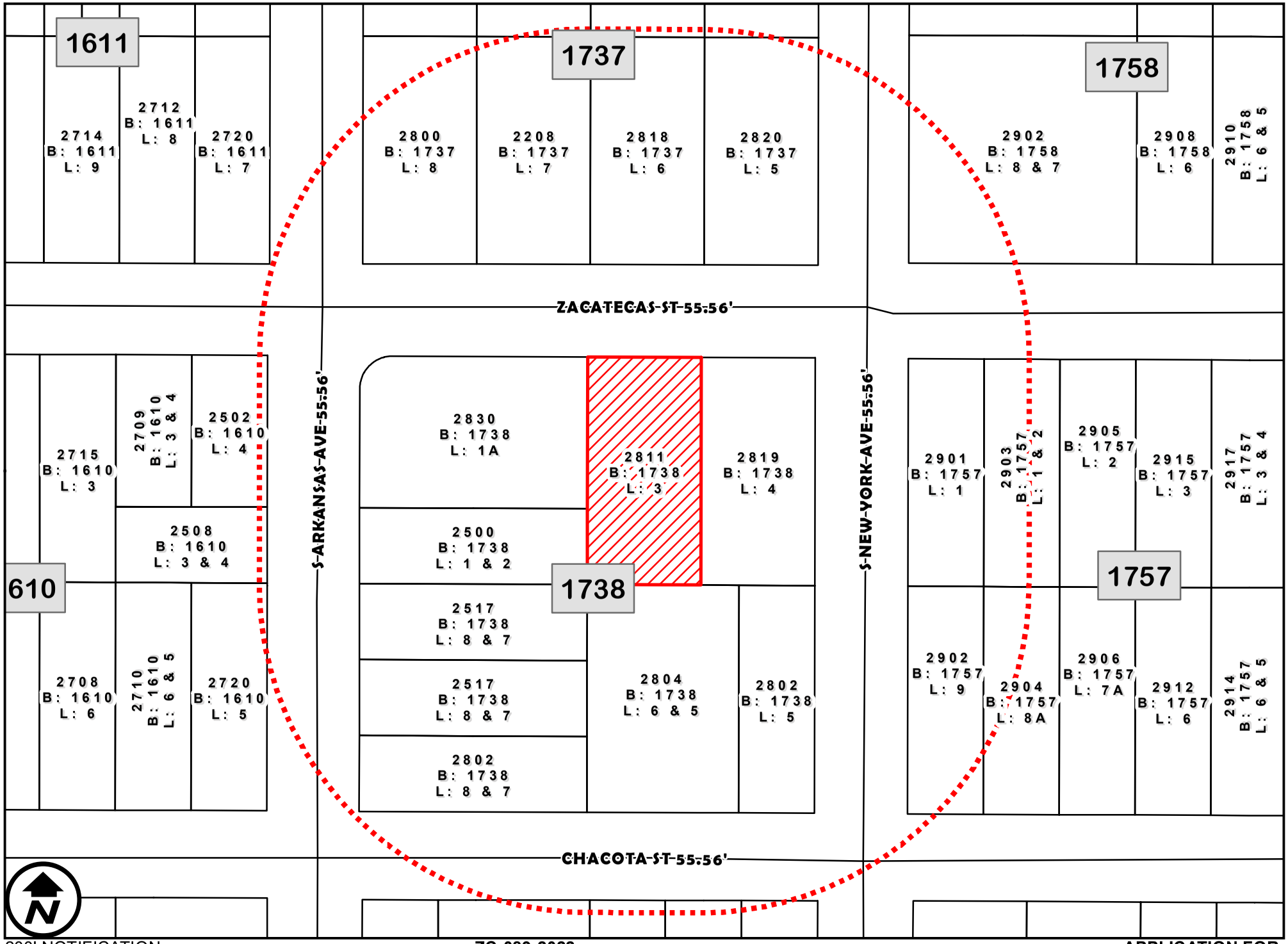


FUTURE LANDUSE

1 inch = 75 feet

ZC-089-2022
COUNCIL DISTRICT 2
2815 ZACATECAS STREET

APPLICATION FOR
B-1 (LIMITED BUSINESS DISTRICT) TO
B-4 (HIGHWAY COMMERCIAL DISTRICT)



200' NOTIFICATION

1 inch = 75 feet

ZC-089-2022
COUNCIL DISTRICT 2
2815 ZACATECAS STREET

APPLICATION FOR
B-1 (LIMITED BUSINESS DISTRICT) TO
B-4 (HIGHWAY COMMERCIAL DISTRICT)

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING OF LOT 3, BLOCK 1738, EASTERN DIVISION, LOCATED AT 2815 ZACATECAS STREET/2811 ZACATECAS STREET, FROM B-1 (LIMITED BUSINESS DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner of Lot 3, Block 1738, Eastern Division, located at 2815 Zacatecas Street/2811 Zacatecas Street, from B-1 (Limited 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 September 15, 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 October 17, 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 3, Block 1738, Eastern Division, located at 2815 Zacatecas Street/2811 Zacatecas Street, from B-1 (Limited 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, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

Public Hearings (also Intro Ord) 3.

City Council-Regular

Meeting Date: 10/17/2022

Initiated By: Riazul Mia, Assistant City Manager
Initiated By: Pablo Manzano, Owner/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 12, Block 304, Western Division, located at 1620 Santa Maria Avenue, from R-3 (Mixed Residential 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-091-2022
District VIII

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: VIII - Cm. Alyssa Cigarroa

Proposed use: Grocery Store/Restaurant

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

Surrounding land uses: To the north of the site is Callaghan Street, vacant undeveloped land, and mixed use residential. To the east of the site is Santa Maria Avenue and is predominantly mixed residential use. To the south of the site is Garcia Street, Star Shoe Shop, Prissy's Thrift Shop, and mixed residential use. To the west of the site is Davis Avenue, Holy Redeemer Catholic Church, and mixed residential use.

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=39

Transportation Plan: The Long Range Thoroughfare Plan does not identify Santa Maria Avenue or Callaghan Street.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 27 **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 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 46 feet.
2. The proposed use (grocery store/restaurant) is anticipated to complement the surrounding mixed residential uses.
3. While 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 allow B-3 zoning districts, the proposed zone change is not anticipated to have a negative impact in the surrounding area 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.

Is this change contrary to the established land use pattern?
Yes. The site is primarily surrounded by mixed residential uses.

Would this change create an isolated zoning district unrelated to surrounding districts?
Yes. The site is primarily surrounded by R-3 zoning districts.

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-3 does not allow for the grocery store/restaurant 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

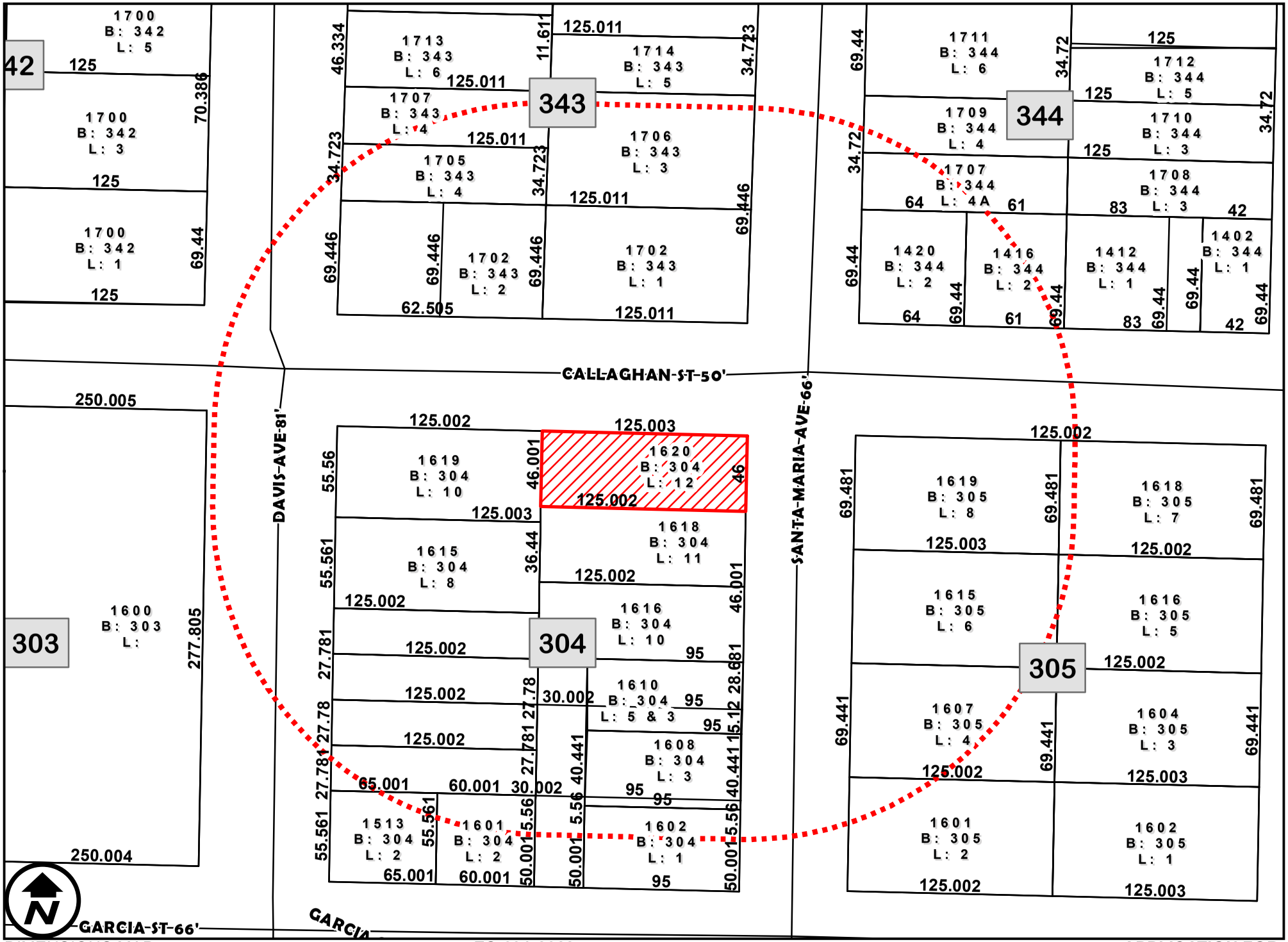
Maps
Ordinance

AERIAL MAP

1 inch = 75 feet

ZC-091-2022
COUNCIL DISTRICT 8
1620 SANTA MARIA AVENUE

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

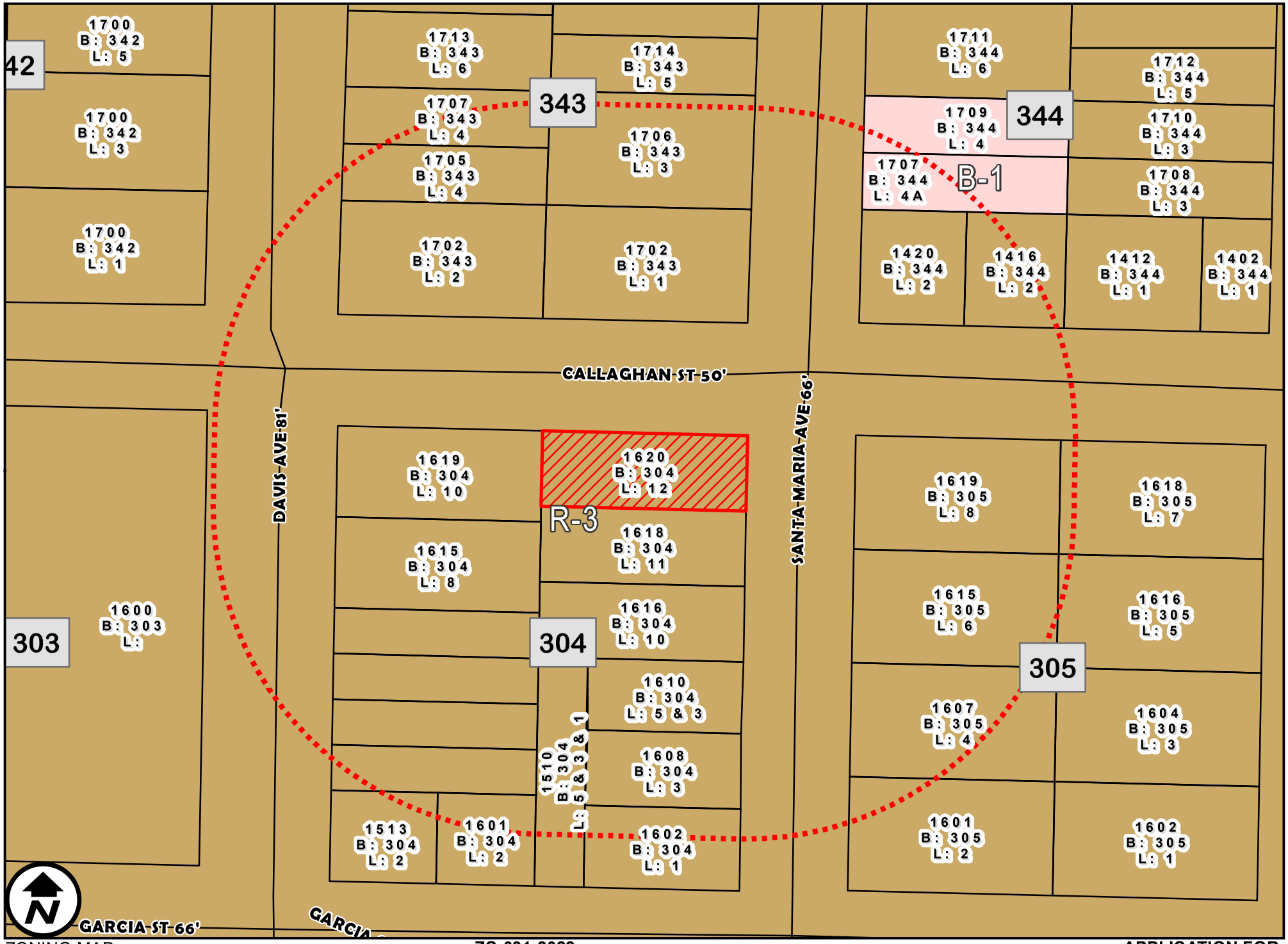


DIMENSIONS MAP

1 inch = 75 feet

ZC-091-2022
COUNCIL DISTRICT 8
1620 SANTA MARIA AVENUE

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

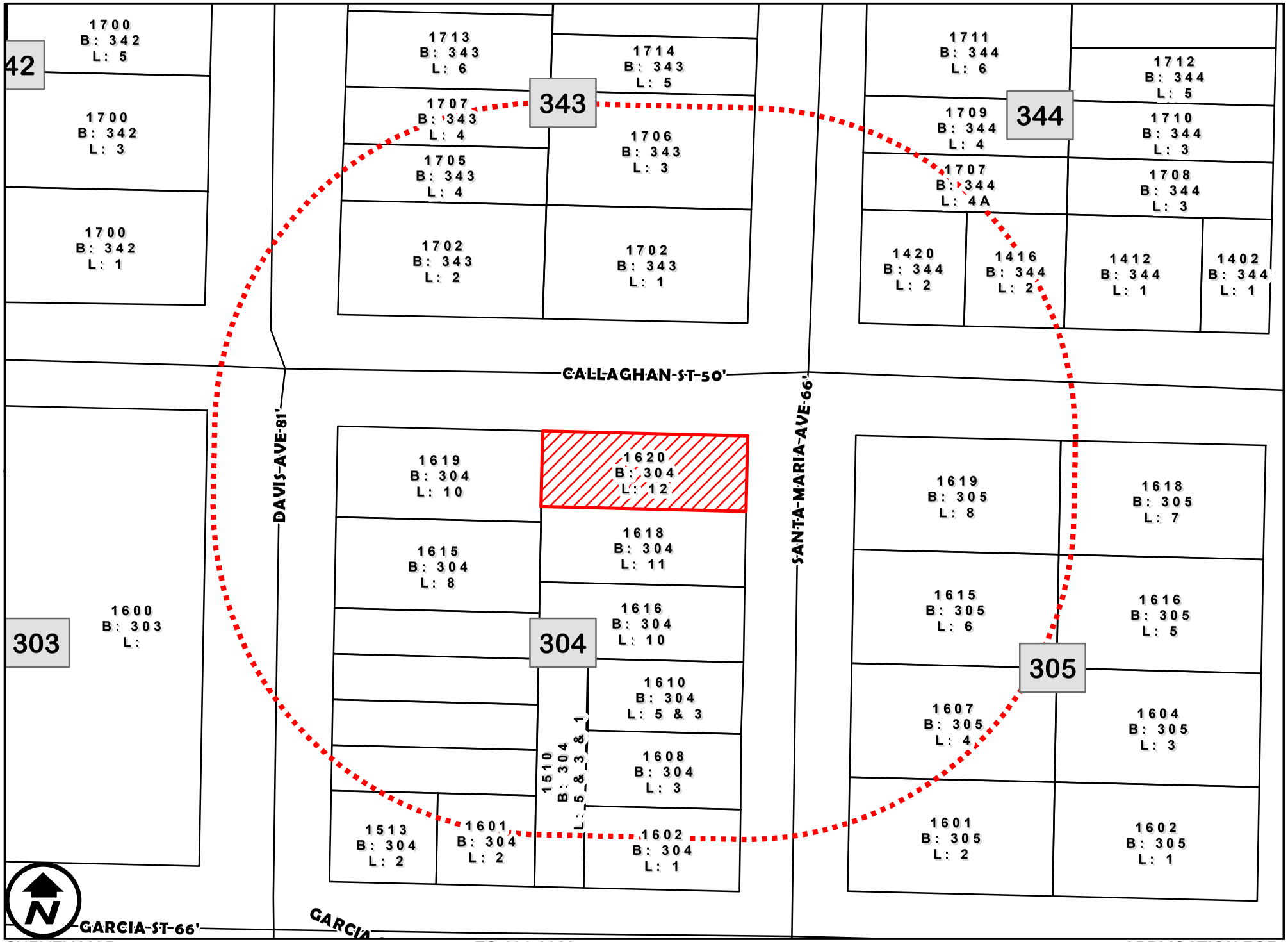


ZONING MAP

1 inch = 75 feet

ZC-091-2022
COUNCIL DISTRICT 8
1620 SANTA MARIA AVENUE

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

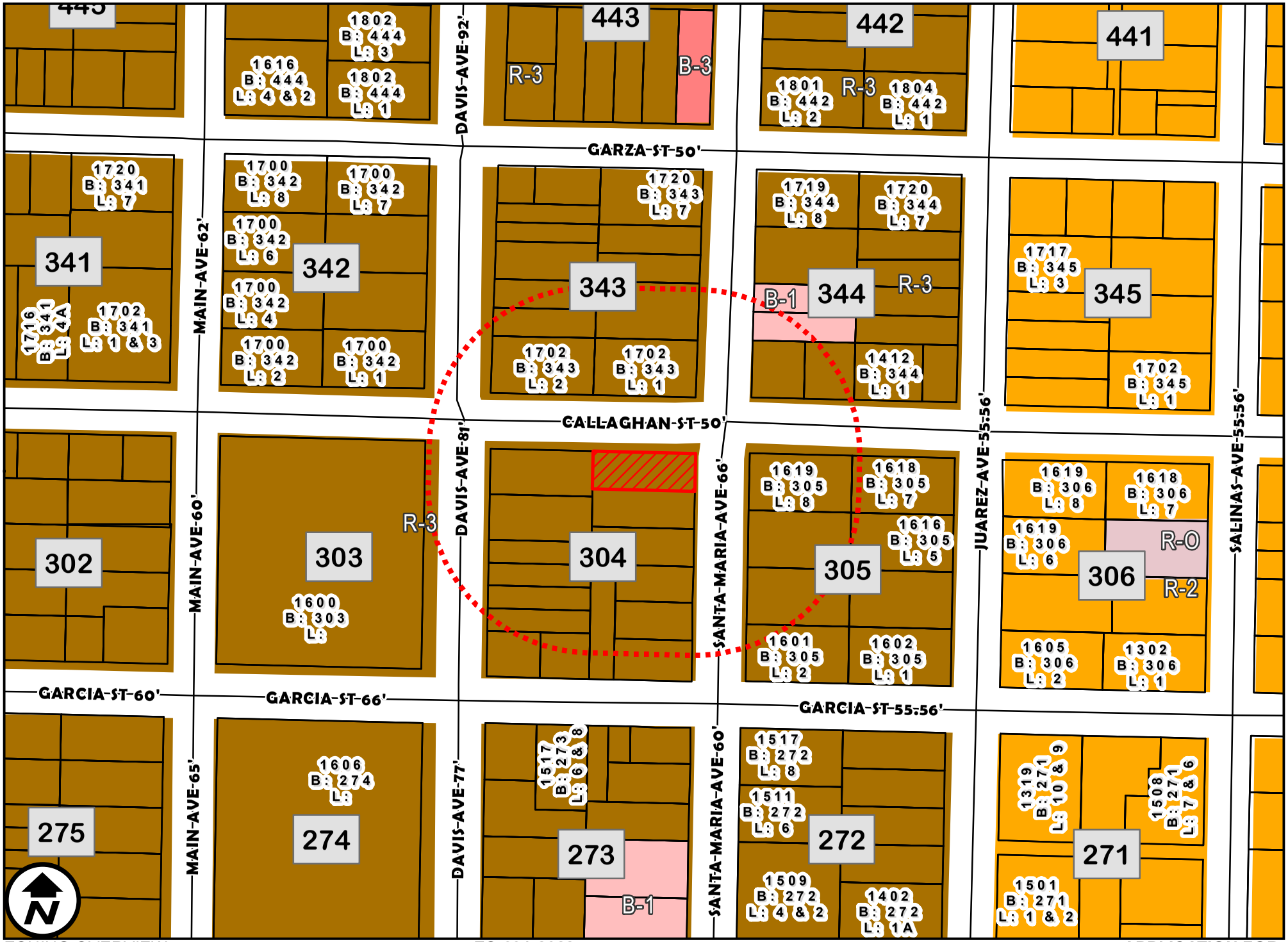


SURVEY MAP

1 inch = 75 feet

ZC-091-2022
COUNCIL DISTRICT 8
1620 SANTA MARIA AVENUE

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

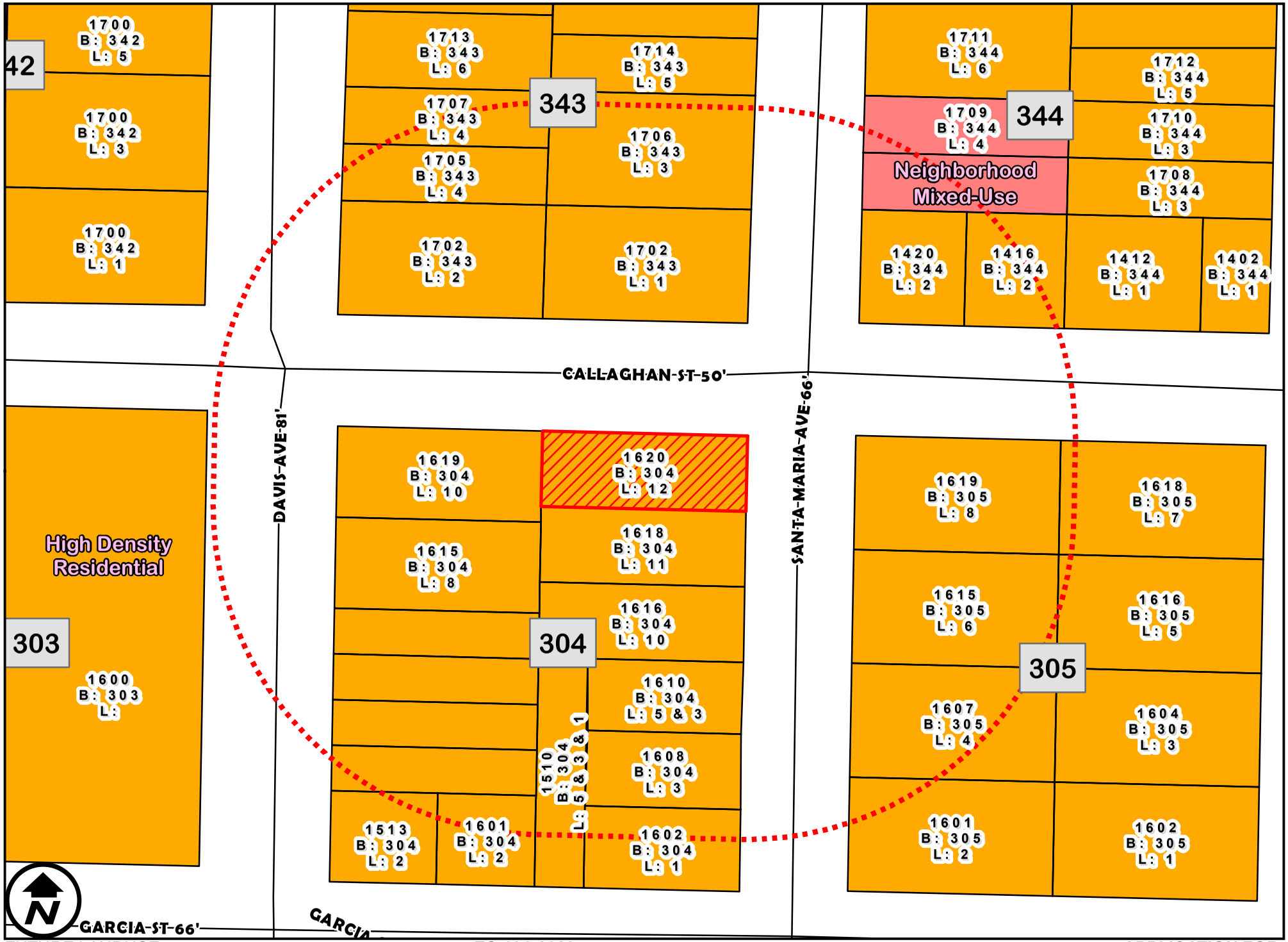


ZONING OVERVIEW

1 inch = 150 feet

ZC-091-2022
COUNCIL DISTRICT 8
1620 SANTA MARIA AVENUE

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

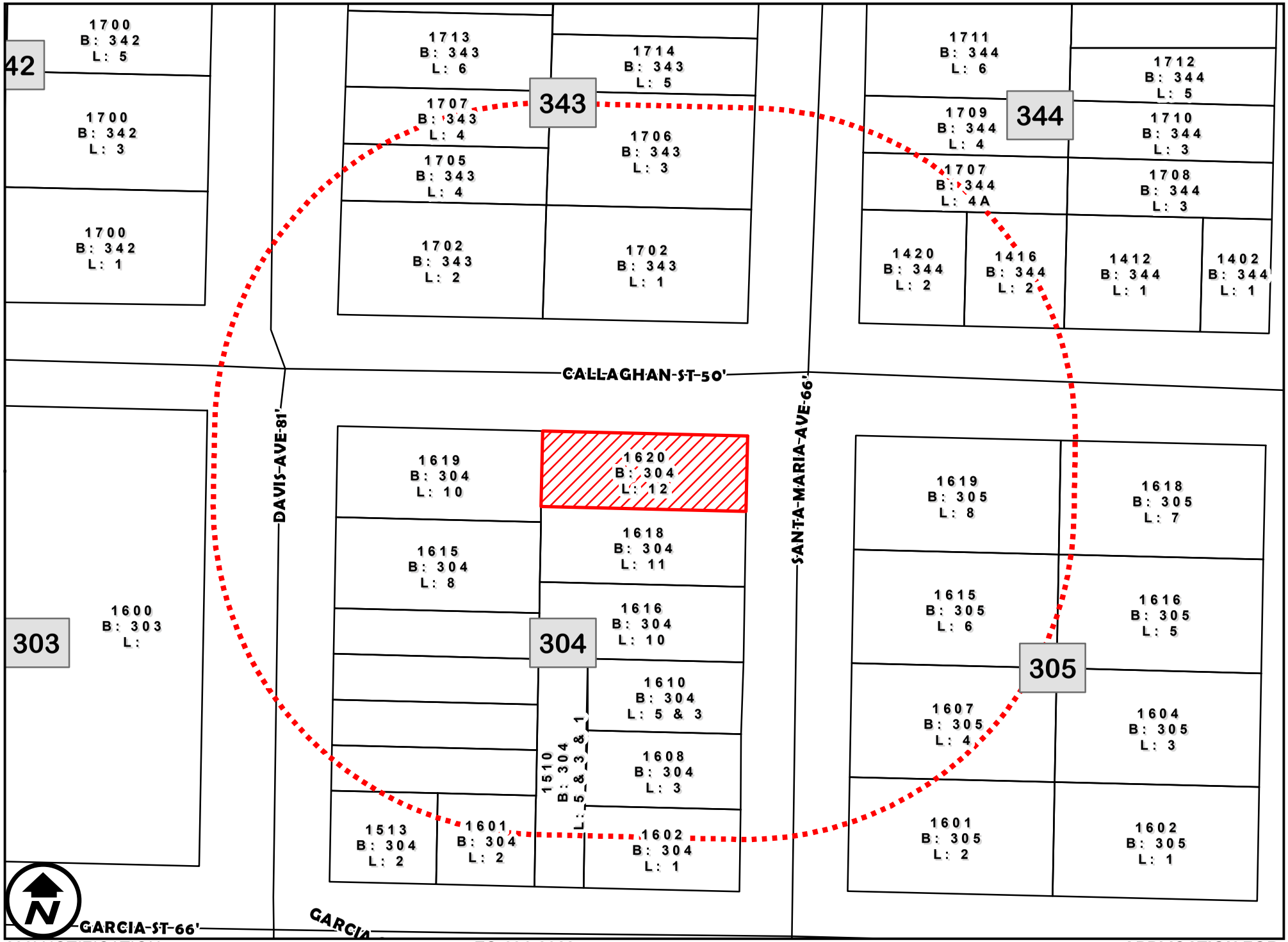


FUTURE LANDUSE

1 inch = 75 feet

ZC-091-2022
COUNCIL DISTRICT 8
1620 SANTA MARIA AVENUE

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



200' NOTIFICATION

1 inch = 75 feet

ZC-091-2022
COUNCIL DISTRICT 8
1620 SANTA MARIA AVENUE

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

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING OF LOT 12, BLOCK 304, WESTERN DIVISION, LOCATED AT 1620 SANTA MARIA AVENUE, 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 12, Block 304, Western Division, located at 1620 Santa Maria Avenue, 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 September 15, 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 October 17, 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 12, Block 304, Western Division, located at 1620 Santa Maria Avenue, 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, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

Public Hearings (also Intro Ord) 4.

City Council-Regular

Meeting Date: 10/17/2022

Initiated By: Riazul Mia, Assistant City Manager

Initiated By: Killam Development, Ltd., Owner; Radcliffe Killam, II, Applicant; Roland Ortiz, 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 approximately 1.32 acres situated in Porcion 23, Leonardo Sanchez, Original Grantee, Abstract 283 and being out of a tract of land conveyed to Killam Industrial Development Partnership, Limited, as recorded in Volume 1366, pages 345-346, Official Public Records of Webb County, Texas, located west of Bob Bullock Loop and south of Room for More Way, from R-1 (Single-Family Residential 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-092-2022
District VI

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: VI - Cm. Dr. Marte A. Martinez

Proposed use: Commercial - Mini-Storage

Site: The site is currently vacant undeveloped land.

Surrounding land uses: To the north of the site is Room for More Way, vacant undeveloped land, and a commercial structure. To the east of the site is vacant undeveloped land and Bob Bullock Loop. To the south is De Novo Street and primarily single family residential use. To the west of the site is vacant undeveloped land and a power plant.

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=39

Transportation Plan: The Long Range Thoroughfare Plan identifies Bob Bullock Loop as an Expressway, but does not identify Room for More Way.
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 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 242 feet.
2. 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 approximately 1.3270 acres (1 acre = 43,560 square feet).
3. 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), which does not allow B-4 zoning districts. However, the site abuts a large area of B-4 zoning district to the north.
4. The site does not meet the Laredo Land Development Code location requirement stating that B-4 districts should be located along Major Arterials or a Freeway. However, the site is near Bob Bullock Loop which is identified as an Expressway on the Thoroughfare Plan. The site is about 250 feet away from Bob Bullock Loop, which is identified as an Expressway.

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?

No. The site abuts a large area of highway commercial use to the north.

Would this change create an isolated zoning district unrelated to surrounding districts?
No. The site abuts a large area of B-4 zoning district to the north.

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 does not allow for commercial-mini-storage 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

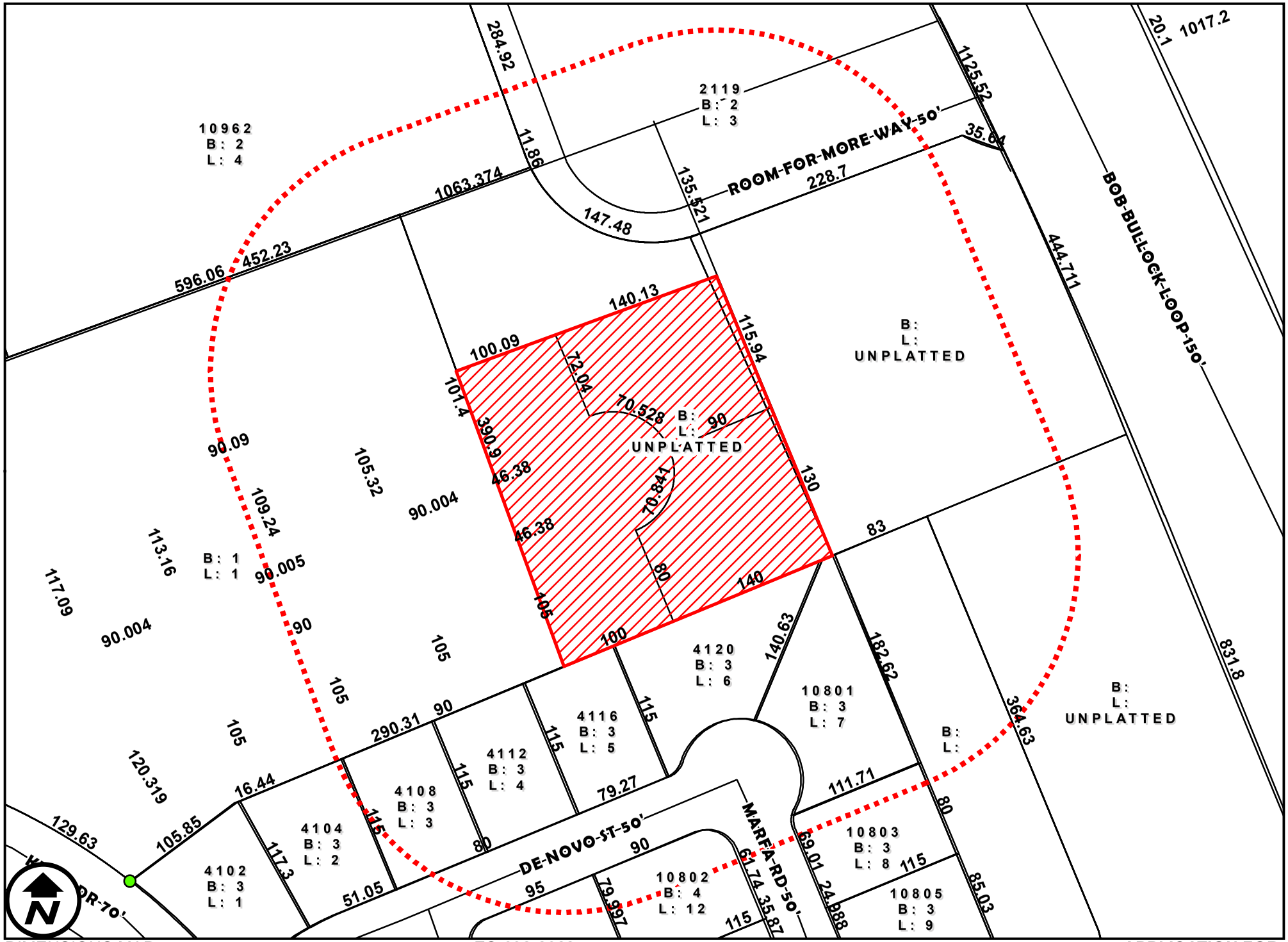
Maps
Survey
Ordinance

AERIAL MAP

1 inch = 100 feet

ZC-092-2022
COUNCIL DISTRICT 6
WEST OF BOB BULLOCK LOOP AND SOUTH OF ROOM FOR MORE WAY

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

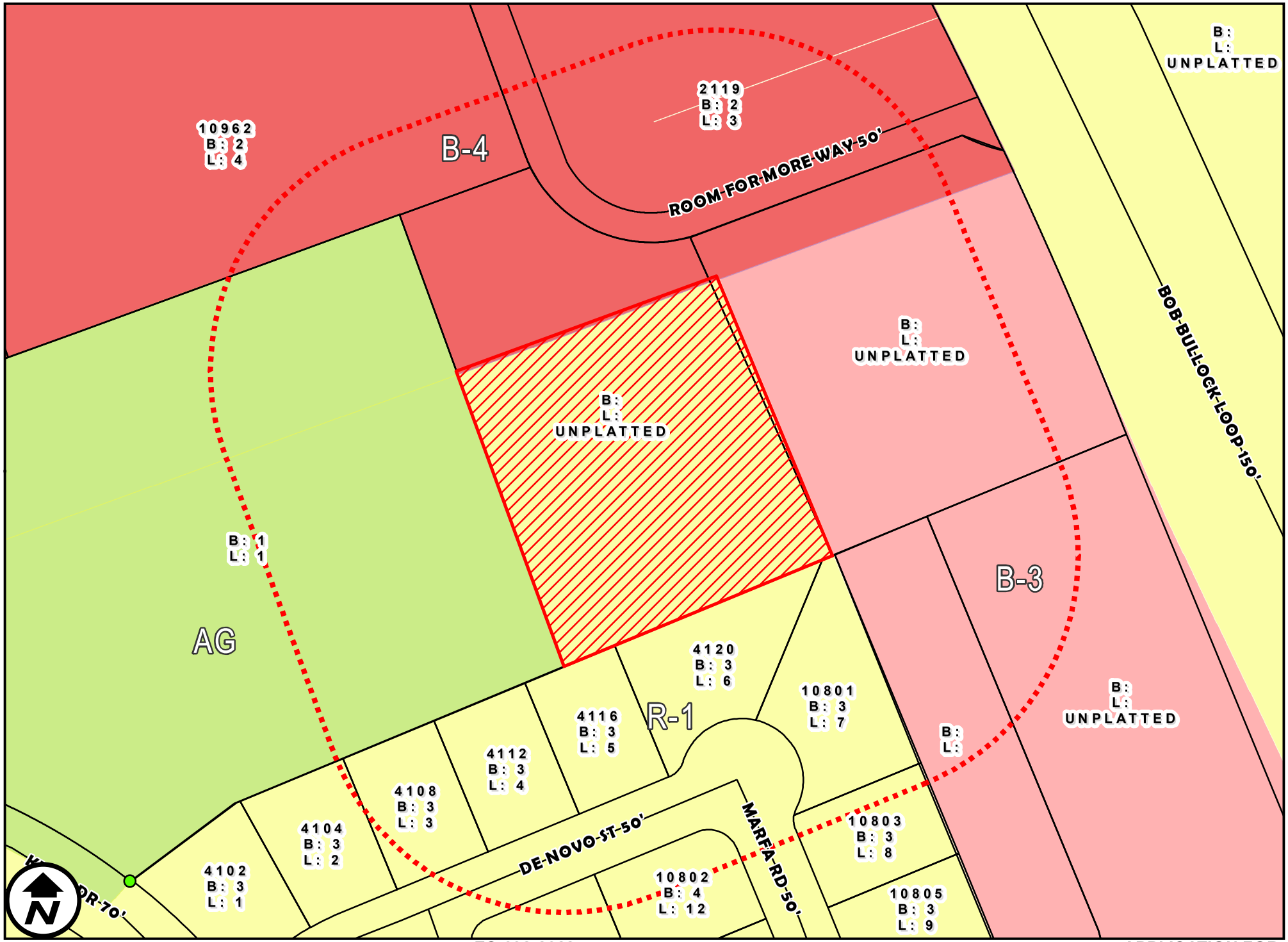


DIMENSIONS MAP

1 inch = 100 feet

ZC-092-2022
COUNCIL DISTRICT 6
WEST OF BOB BULLOCK LOOP AND SOUTH OF ROOM FOR MORE WAY

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

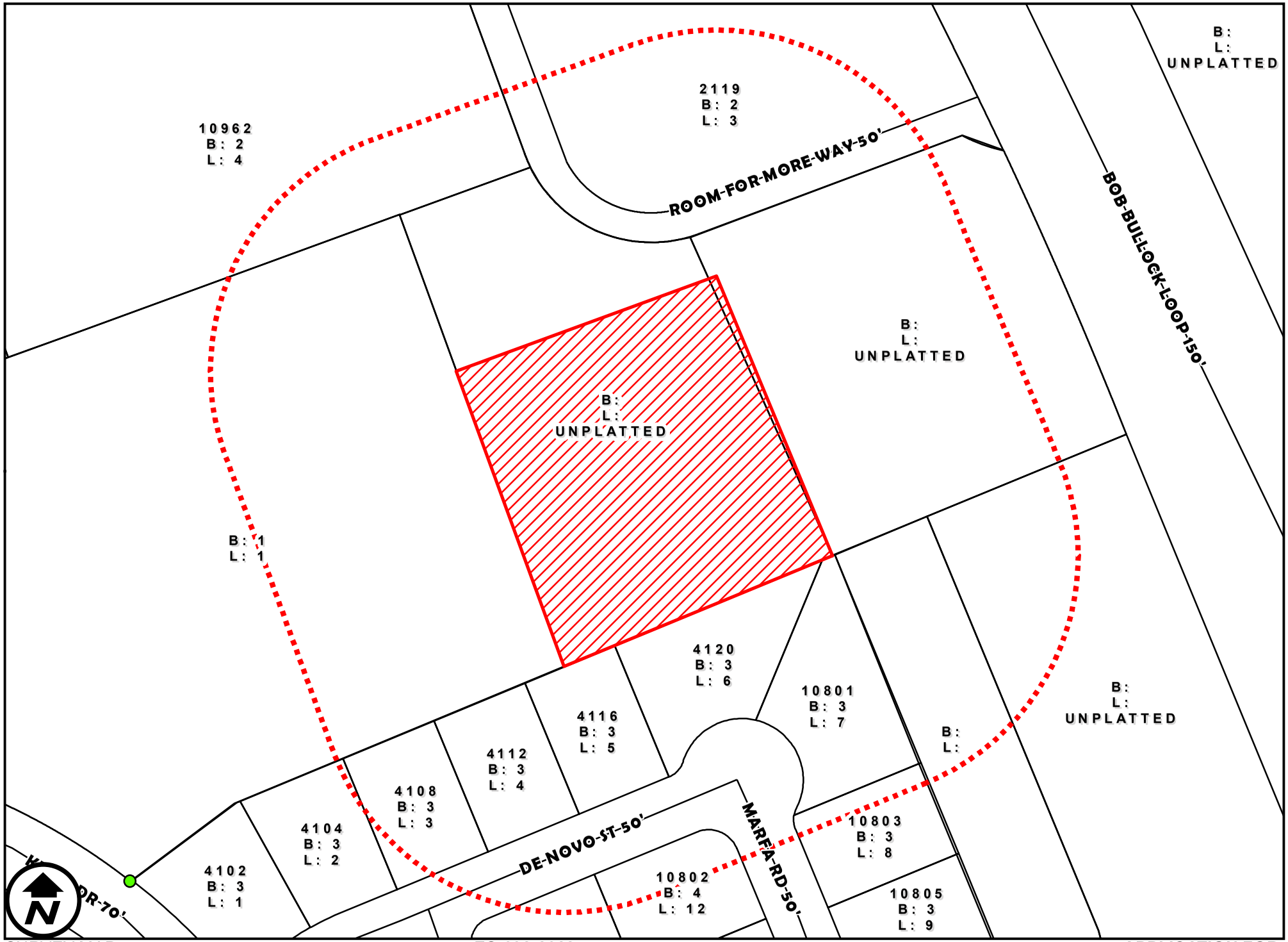


ZONING MAP

1 inch = 100 feet

ZC-092-2022
COUNCIL DISTRICT 6
WEST OF BOB BULLOCK LOOP AND SOUTH OF ROOM FOR MORE WAY

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

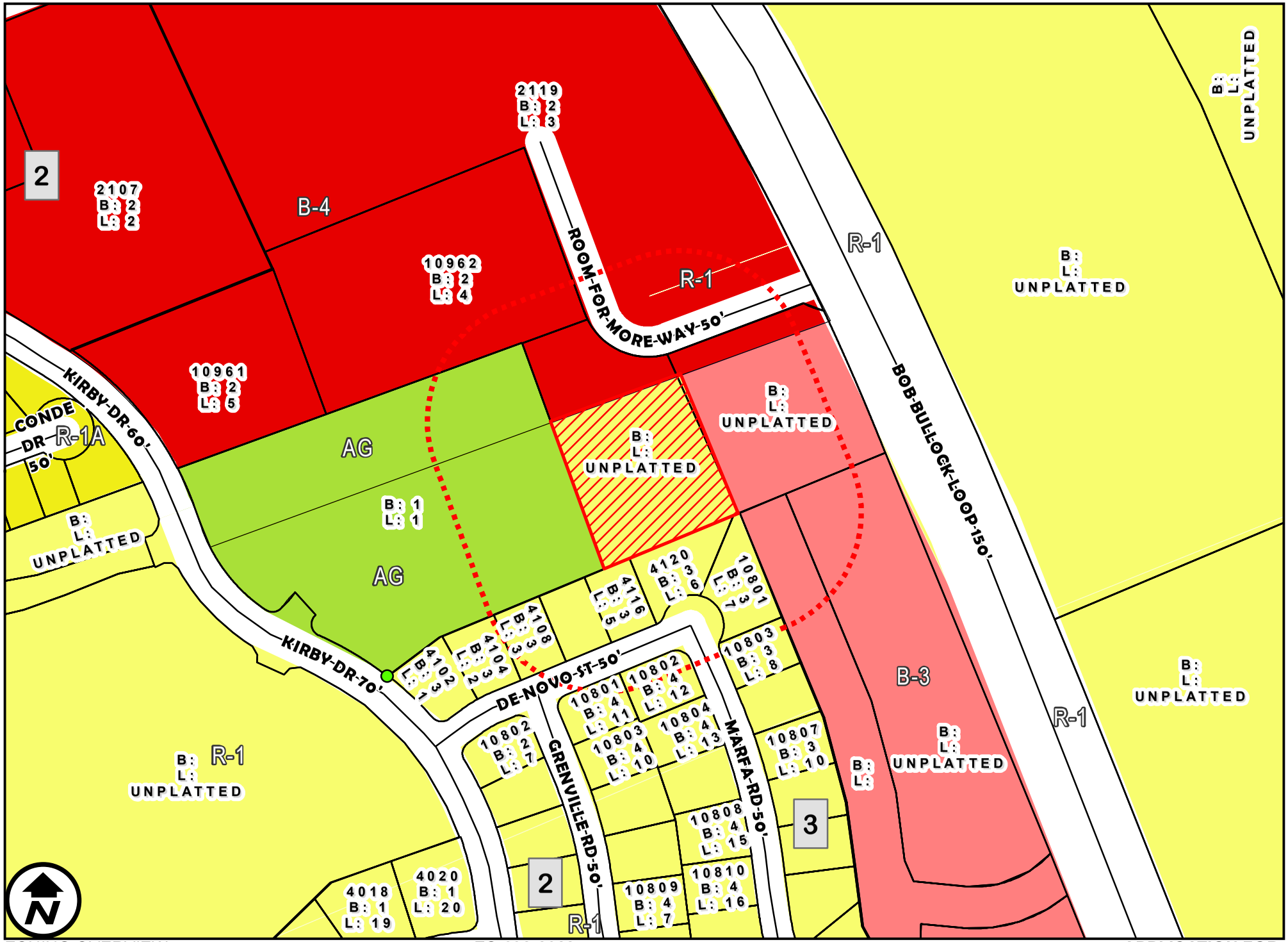


SURVEY MAP

1 inch = 100 feet

ZC-092-2022
COUNCIL DISTRICT 6
WEST OF BOB BULLOCK LOOP AND SOUTH OF ROOM FOR MORE WAY

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

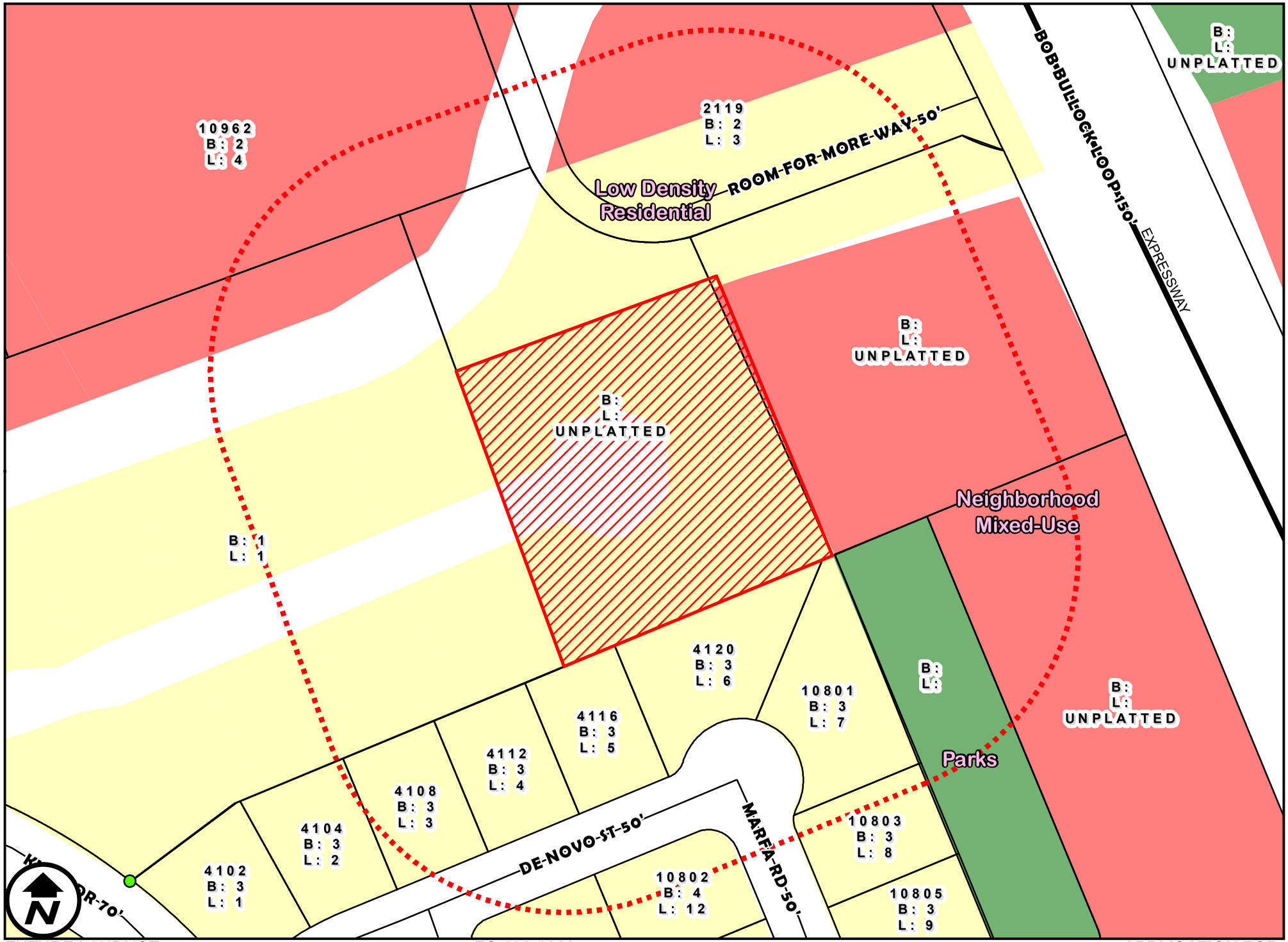


ZONING OVERVIEW

1 inch = 200 feet

ZC-092-2022
COUNCIL DISTRICT 6
WEST OF BOB BULLOCK LOOP AND SOUTH OF ROOM FOR MORE WAY

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

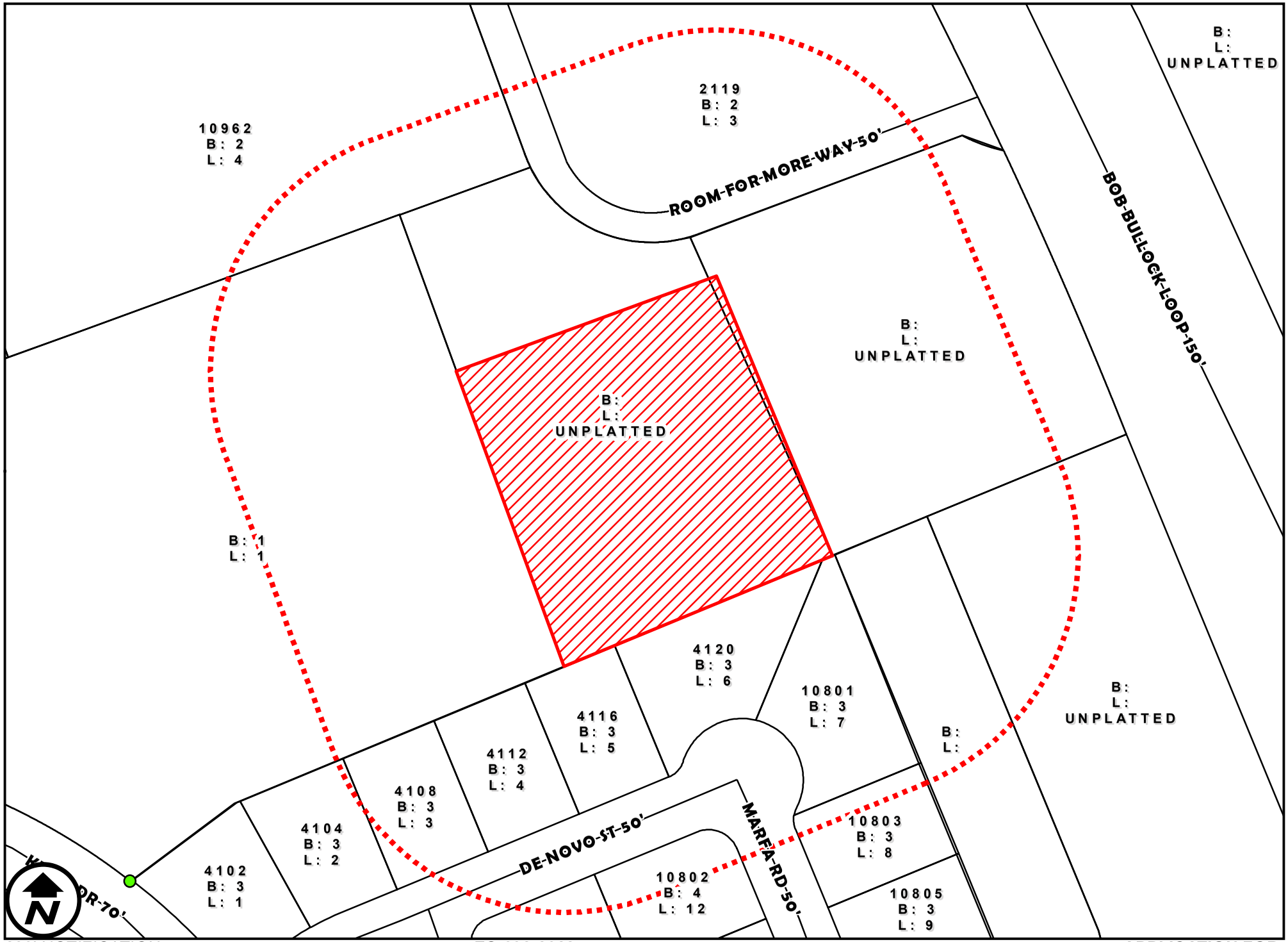


FUTURE LANDUSE

1 inch = 100 feet

ZC-092-2022
COUNCIL DISTRICT 6
WEST OF BOB BULLOCK LOOP AND SOUTH OF ROOM FOR MORE WAY

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



200' NOTIFICATION

1 inch = 100 feet

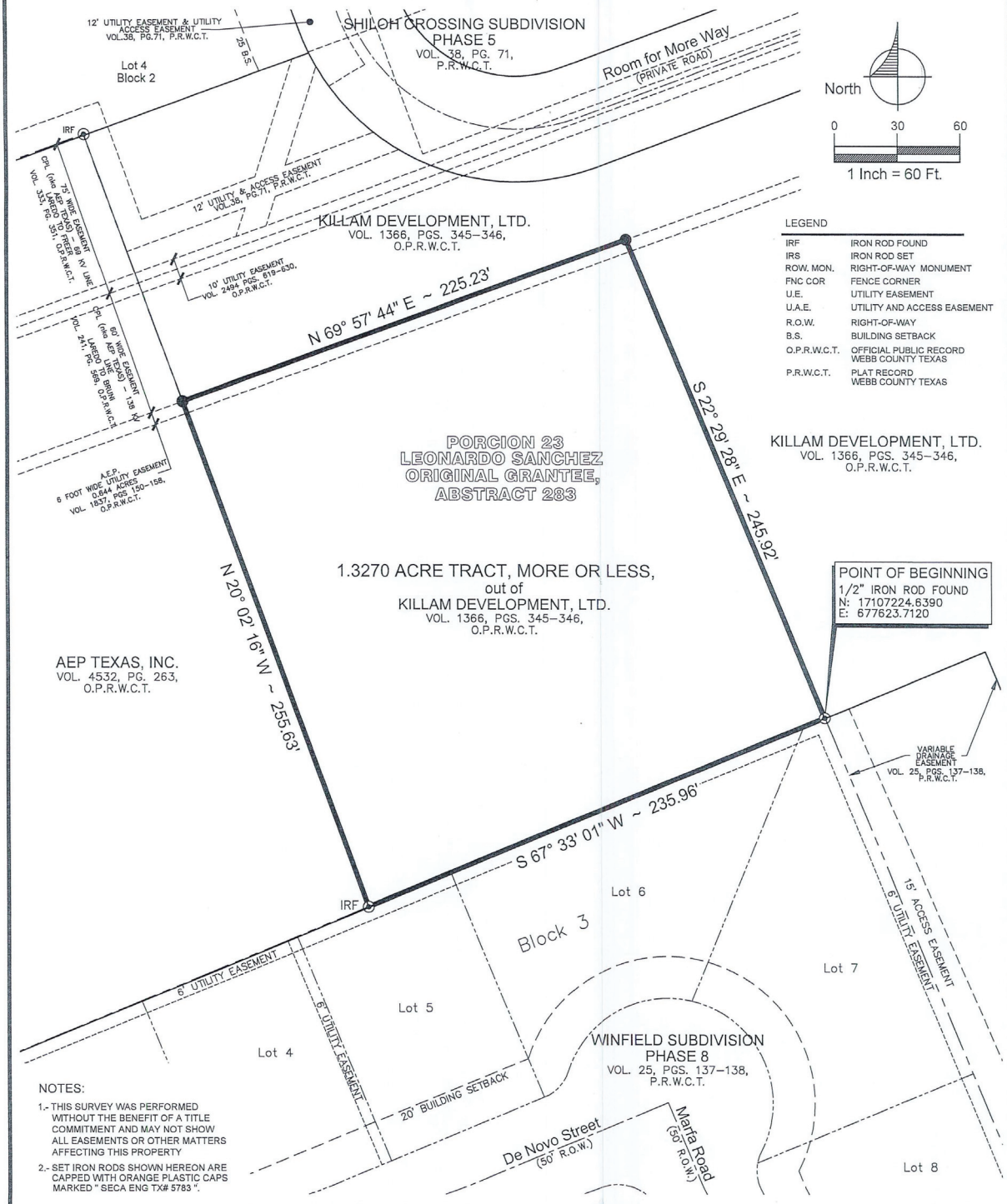
ZC-092-2022
COUNCIL DISTRICT 6
WEST OF BOB BULLOCK LOOP AND SOUTH OF ROOM FOR MORE WAY

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

N89°27'41"E RECORD 65.00' INFORMATION	S33°29'20"W 161.24' AS MEASURED IN FIELD	1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED) / 1/2" IRON ROD SET	ROW MONUMENT / POINT	WOOD FENCE / CHAIN LINK FENCE	UTILITY POLE / WROUGHT IRON	LIGHT POST / BLOCK FENCE

SUBJECT TO RECORDED RESTRICTIVE COVENANTS AND/OR EASEMENTS AS FOLLOWS:

VOL. 1366 ,PAGE 345-346 , O.P.R.W.C.T.
VOL. 4532 ,PAGE 263 , O.P.R.W.C.T.
VOL. 38 ,PAGE 71 , P.R.W.C.T.
VOL. 25 ,PAGE 137-138 , P.R.W.C.T.
VOL. ,PAGE ,



LEGEND

IRF	IRON ROD FOUND
IRS	IRON ROD SET
ROW. MON.	RIGHT-OF-WAY MONUMENT
FNC COR	FENCE CORNER
U.E.	UTILITY EASEMENT
U.A.E.	UTILITY AND ACCESS EASEMENT
R.O.W.	RIGHT-OF-WAY
B.S.	BUILDING SETBACK
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORD WEBB COUNTY TEXAS
P.R.W.C.T.	PLAT RECORD WEBB COUNTY TEXAS

NOTES:

1.- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND MAY NOT SHOW ALL EASEMENTS OR OTHER MATTERS AFFECTING THIS PROPERTY

2.- SET IRON RODS SHOWN HEREON ARE CAPPED WITH ORANGE PLASTIC CAPS MARKED " SECA ENG TX# 5783 ".

1.3270 Acre Tract, more or less,

situated in Porcion 23, Abstract 283, LEONARDO SANCHEZ, Original Grantee
Webb County, Texas
out of
KILLAM DEVELOPMENT, LTD.
as recorded in Volume 1366, Pages 345-346 O.P.R.W.C.T.

CONTROLLING MONUMENTS:

½" IRON RODS FOUND AT THE NORTHEAST AND SOUTHEAST CORNER OF AEP TEXAS, INC. (CALLED 5.0 ACRE TRACT) , AS RECORDED IN VOLUME 4532, PAGE 263, D.R.W.C.T.

BASIS OF BEARING:

TEXAS COORDINATE SYSTEM OF 1983, SOUTH ZONE. 4205, NAD83.

SECA ENGINEERING, L.L.C.
CIVIL ENGINEERS • LAND SURVEYORS

1701 JACAMAN RD., LAREDO, TEXAS 78041
E-mail: hseca@seca-engineering.com
TXLS Firm Registration # 100138-00
CELL: (956) 235-1594

I, HUGO SECA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT OF SURVEY IS TRUE AND CORRECT TO MY BEST KNOWLEDGE AND BELIEF AND THAT IT WAS PREPARED FROM OFFICE RECORD INFORMATION AVAILABLE AND FROM AN ACTUAL SURVEY ON THE GROUND MADE UNDER MY DIRECTION AND SUPERVISION.

STATE OF TEXAS REGISTERED HUGO SECA 5783 PROFESSIONAL LAND SURVEYOR

SCALE: 1" = 60'		DRAWN BY: J.L.B.	
FIELD DATE: 01-24-2022		CHECKED BY: H.S.	
SURVEYED BY: B.U.		SECA ENGINEERING JOB No. KILLAM - 2022S05	

Hugo Seca 06/23/2022
HUGO SECA, R.P.L.S. DATE

©2022

SECA ENGINEERING, L.L.C.
CIVIL ENGINEERS • LAND SURVEYORS

1701 Jacaman Rd., Suite #11
Laredo, TX 78041
(956) 235-1594
TBPE Certificate of Registration No. F-10071
Texas Licensed Surveying Firm No. 100138-00

LEGAL DESCRIPTION for a TRACT OF LAND
containing 1.3270 acres, more or less, situated in Porcion 23, Leonardo Sanchez, Original Grantee, Abstract 283, Webb County, Texas

A tract of land containing 1.3270 acres, more or less, situated in Porcion 23, Leonardo Sanchez, Original Grantee, Abstract 283 and being out of a tract of land conveyed to Killam Industrial Development Partnership, Ltd., as recorded in Volume 1366, Pages 345-346, Official Public Records of Webb County, Texas, said tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a found ½" iron rod (GPS N = 17107224.6390, E = 677623.7120), same iron rod being the northeast corner of Winfield Subdivision Phase 8, as recorded in Volume 25, Pages 137-138, Plat Records of Webb County, Texas, the southeast corner hereof;

THENCE, S 67° 33' 01" E, along the common boundary between this tract and said Winfield Subdivision Phase 8, a distance of 235.96 feet to a found ½" iron rod, same iron rod, being the southeast corner of a called 5.00-acre Tract conveyed to AEP Texas, Inc., as recorded in Volume 4532, Page 263, Official Public Records of Webb County, Texas, the southwest corner hereof;

THENCE, N 20° 02' 16" W, along the common boundary between this tract and said AEP Texas, Inc. 5.00-acre Tract, a distance of 255.63 feet to a point, same point being on the south boundary line of a 60-foot-wide CPL Easement, as recorded in Volume 241, Page 569, Official Public Records of Webb County, Texas, the northwest corner hereof;

THENCE, N 69° 57' 44" E, along the common boundary of this tract and said 60-foot-wide CPL Easement, a distance of 225.23 feet to a point, the northeast corner hereof;

THENCE, S 22° 29' 28" E, a distance of 245.92 feet to the **POINT OF BEGINNING** of this tract of land containing 1.3270 acres, more or less.

Basis of Bearings: Texas Coordinate System of 1983, South Zone 4205.

STATE OF TEXAS
COUNTY OF WEBB

I, Hugo Seca, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this Legal Description and the Plat of Survey attached are true and correct and were prepared from record information and from an actual survey on the ground made under my supervision.

Executed this 23th day of June, 2022

Hugo Seca, RPLS No. 5783 – Texas

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING OF APPROXIMATELY 1.32 ACRES SITUATED IN PORCION 23, LEONARDO SANCHEZ, ORIGINAL GRANTEE, ABSTRACT 283 AND BEING OUT OF A TRACT OF LAND CONVEYED TO KILLAM INDUSTRIAL DEVELOPMENT PARTNERSHIP, LIMITED, AS RECORDED IN VOLUME 1366, PAGES 345-346, OFFICIAL PUBLIC RECORDS OF WEBB COUNTY, TEXAS, LOCATED WEST OF BOB BULLOCK LOOP AND SOUTH OF ROOM FOR MORE WAY, FROM R-1 (SINGLE FAMILY RESIDENTIAL 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 1.32 acres situated in Porcion 23, Leonardo Sanchez, Original Grantee, Abstract 283 and being out of a tract of land conveyed to Killam Industrial Development Partnership, Limited, as recorded in Volume 1366, Pages 345-346, Official Public Records of Webb County, Texas, located west of Bob Bullock Loop and south of Room for More Way, from R-1 (Single Family Residential 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 September 15, 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 October 17, 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 1.32 acres situated in Porcion 23, Leonardo Sanchez, Original Grantee, Abstract 283 and being out of a tract of land conveyed to Killam Industrial Development Partnership, Limited, as recorded in Volume 1366, Pages 345-346, Official Public Records of Webb County, Texas, located west of Bob Bullock Loop and south of Room for More Way, from R-1 (Single Family Residential 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, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

Public Hearings (also Intro Ord) 5.

City Council-Regular

Meeting Date: 10/17/2022

Initiated By: Riazul Mia, Assistant City Manager

Initiated By: SDL Carries, Inc., Owner; Santos De Leon, Applicant; Helen L. Acevedo, 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 approximately 2.88 acres tract of land out of Lot 1, Block 1, H.A.V. as per Volume 32, page 85, plat records of Webb County, Texas, located at 22801 FM 1472 Road, from AG (Agricultural District) to M-1 (Light Manufactured District).

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

ZC-093-2022
District VII

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: VII - Cm. Vanessa Perez

Proposed use: Trucking Company - Truck and Trailer Sales

Site: The site is currently occupied by a commercial structure (Trucking Company)

Surrounding land uses: To the north of site is primarily vacant undeveloped land. To the east of the site is residential use, commercial use, and vacant undeveloped land. To the south of the site is FM 1472 Road and vacant undeveloped land. To the west of the site is Ospecia Group, LLC Yard #2 and vacant undeveloped land.

Comprehensive Plan: The Future Land Use Map recognizes this area as Light Industrial.
https://www.cityoflaredo.com/LaredoPlanning/wp-content/uploads/2021/03/viva-laredo-city-of-laredo-comprehensive-plan.pdf#page=39

Transportation Plan: The Long Range Thoroughfare Plan identifies FM 1472 Road as an Expressway.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 6 **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 Light Industrial (M-1, B-4, B-3), which includes M-1 zoning districts.
2. The property meets the minimum lot area requirement of 9,000 square feet for M-1 zone districts as per the Laredo Land Development Code, Section 24.77.1 Dimensional Standards. The property lot area is approximately 2.88 acres (1 acre = 43,560 square feet).
3. The property meets the minimum lot width require of 65 feet square feet for M-1 zone districts as per the Laredo Land Development Code, Section 24.77.1 Dimensional Standards. The property lot width is approximately 275.62 feet.
4. The site abuts an area of M-1 zoning district to the west.

Staff **supports** the application.

M-1. The purpose of the M-1 Light Manufacturing District is to encourage the development of manufacturing and wholesale business establishments which are clean, quiet, and free of hazardous or objectionable elements such as noise, odor, dust, smoke or glare. Research activities are encouraged. This district is further designed to act as a transitional use between heavy industrial uses and other less intense and residential uses.

Is this change contrary to the established land use pattern?
No. The site abuts an area of light industrial use to the west.

Would this change create an isolated zoning district unrelated to surrounding districts?
No. The site abuts an area of M-1 zoning district to the west.

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 AG does not allow for a trucking company - truck and trailer sales 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

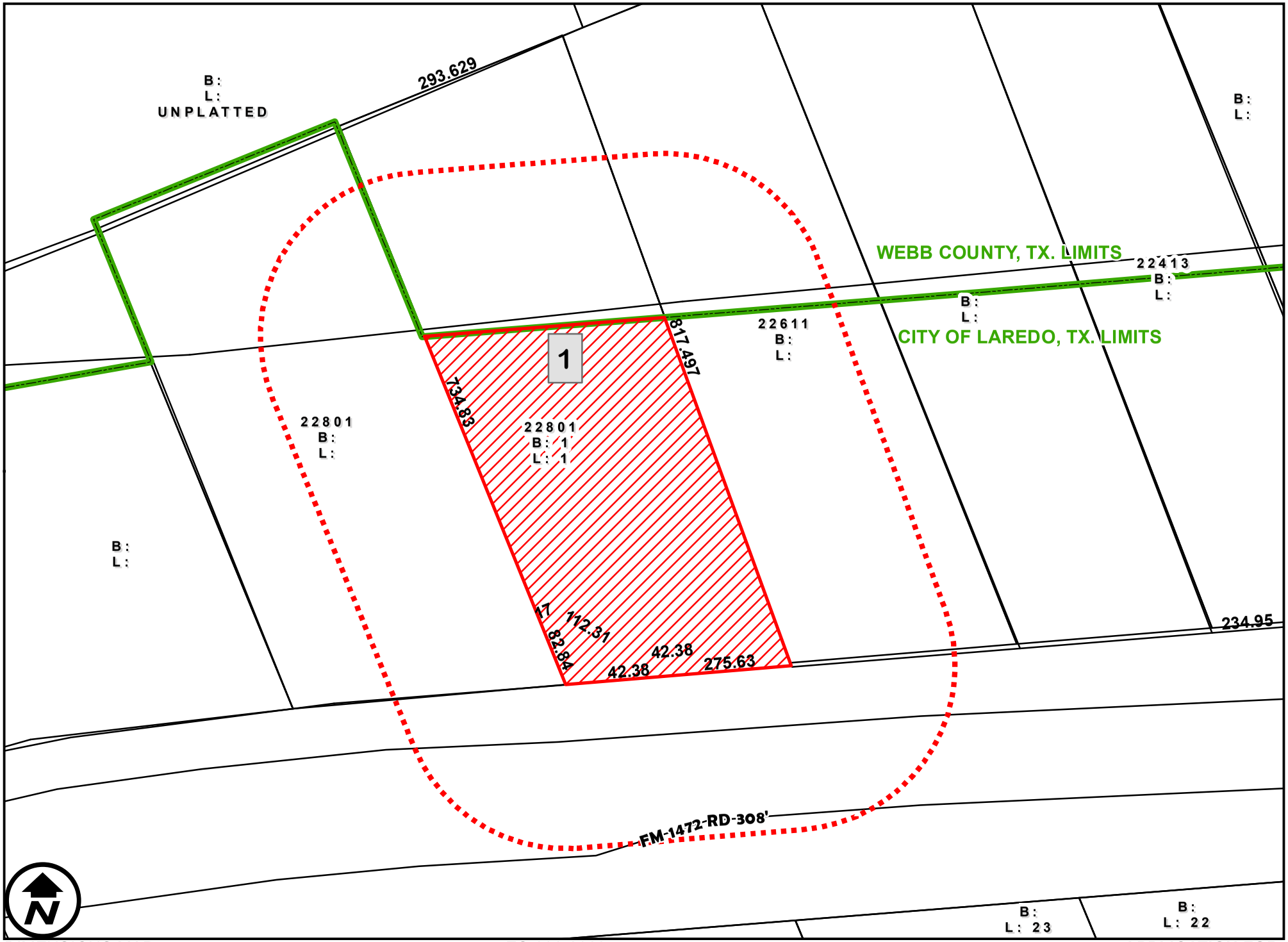
Maps
Survey
Ordinance

AERIAL MAP

1 inch = 150 feet

ZC-093-2022
COUNCIL DISTRICT 7
22801 FM 1472 ROAD

APPLICATION FOR
AG (AGRICULTURAL DISTRICT) TO
M-1 (LIGHT MANUFACTURING DISTRICT)

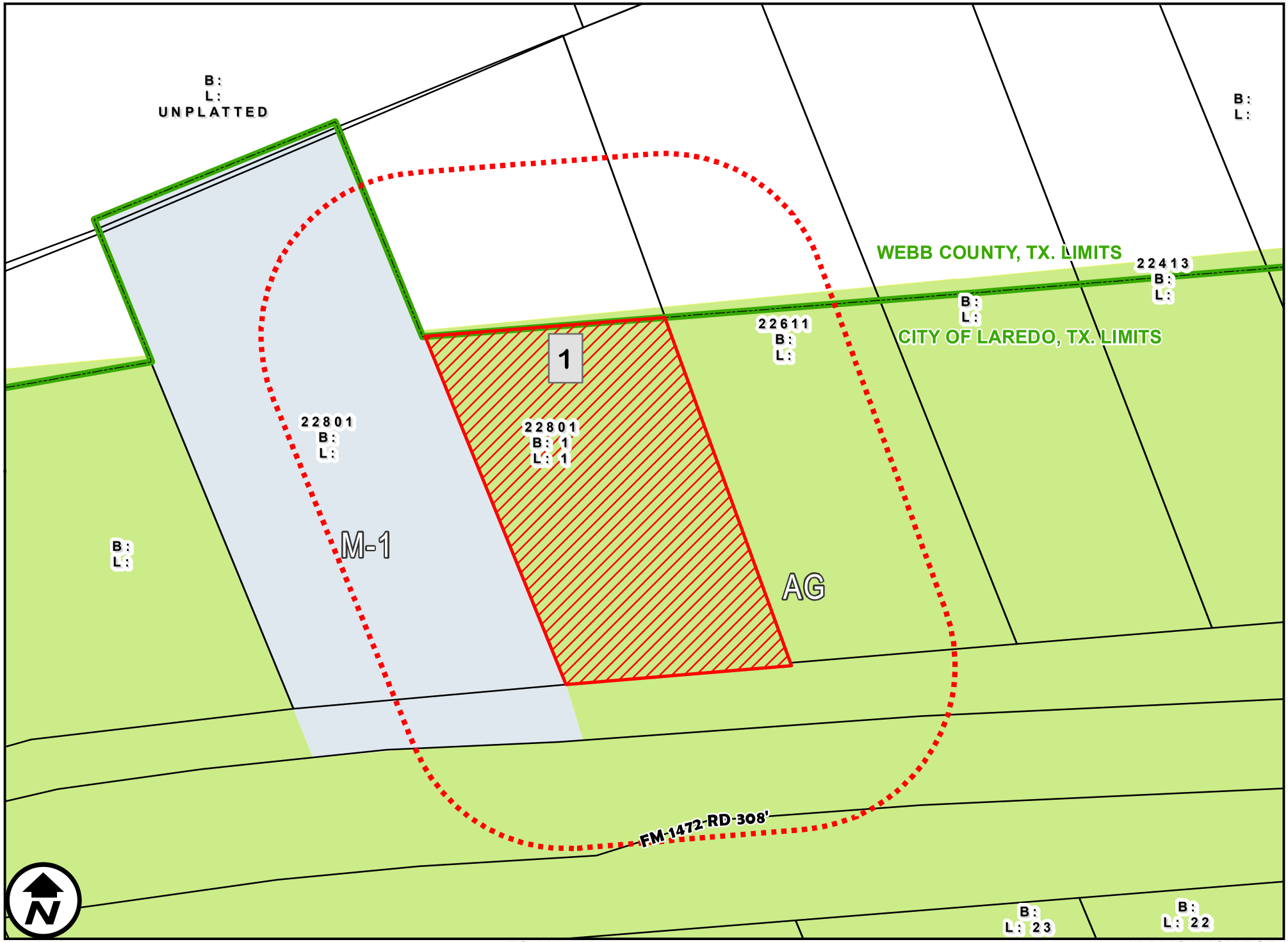


DIMENSIONS MAP

1 inch = 150 feet

ZC-093-2022
COUNCIL DISTRICT 7
22801 FM 1472 ROAD

APPLICATION FOR
AG (AGRICULTURAL DISTRICT) TO
M-1 (LIGHT MANUFACTURING DISTRICT)

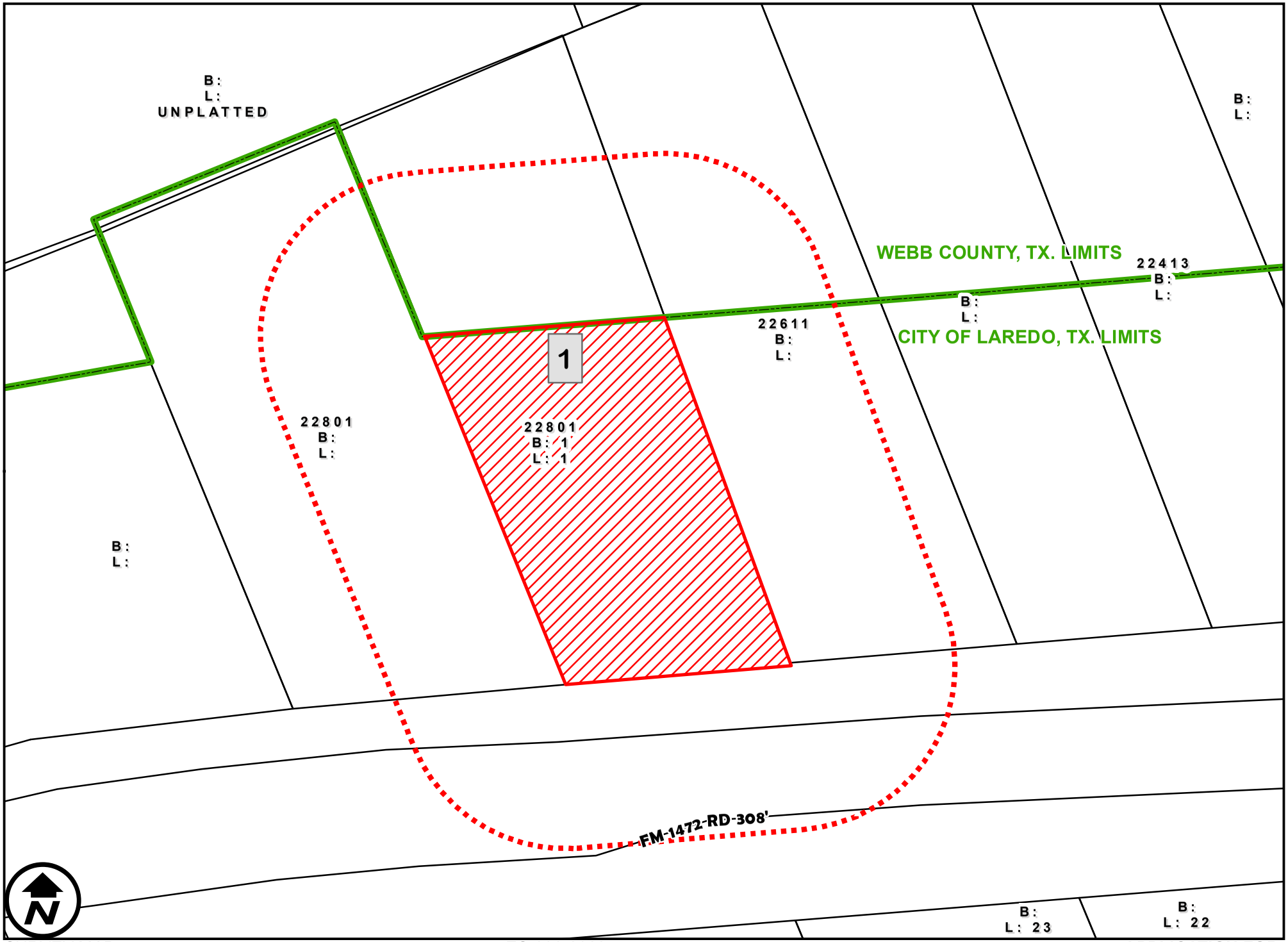


ZONING MAP

1 inch = 150 feet

ZC-093-2022
COUNCIL DISTRICT 7
22801 FM 1472 ROAD

APPLICATION FOR
AG (AGRICULTURAL DISTRICT) TO
M-1 (LIGHT MANUFACTURING DISTRICT)

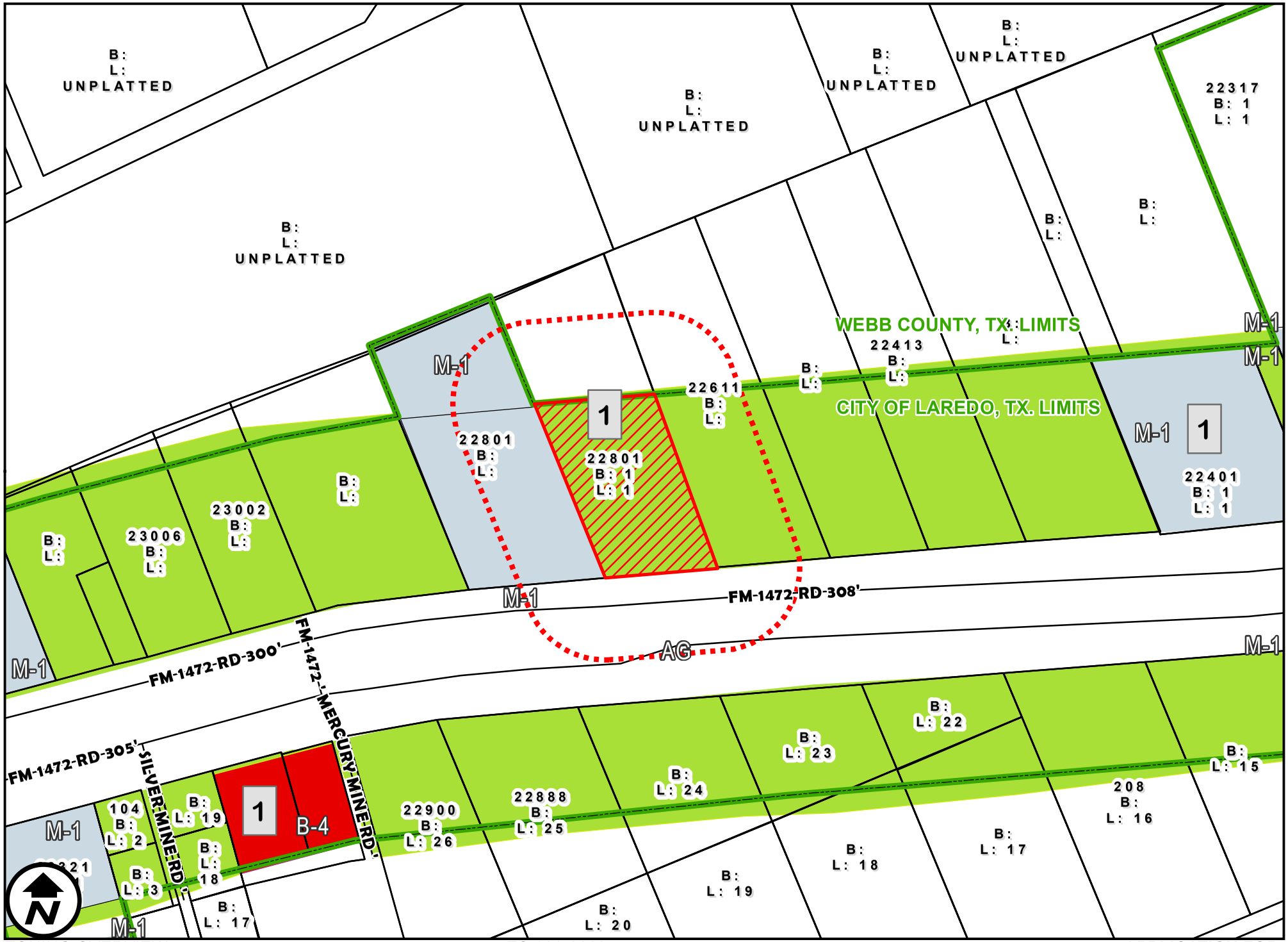


SURVEY MAP

1 inch = 150 feet

ZC-093-2022
COUNCIL DISTRICT 7
22801 FM 1472 ROAD

APPLICATION FOR
AG (AGRICULTURAL DISTRICT) TO
M-1 (LIGHT MANUFACTURING DISTRICT)

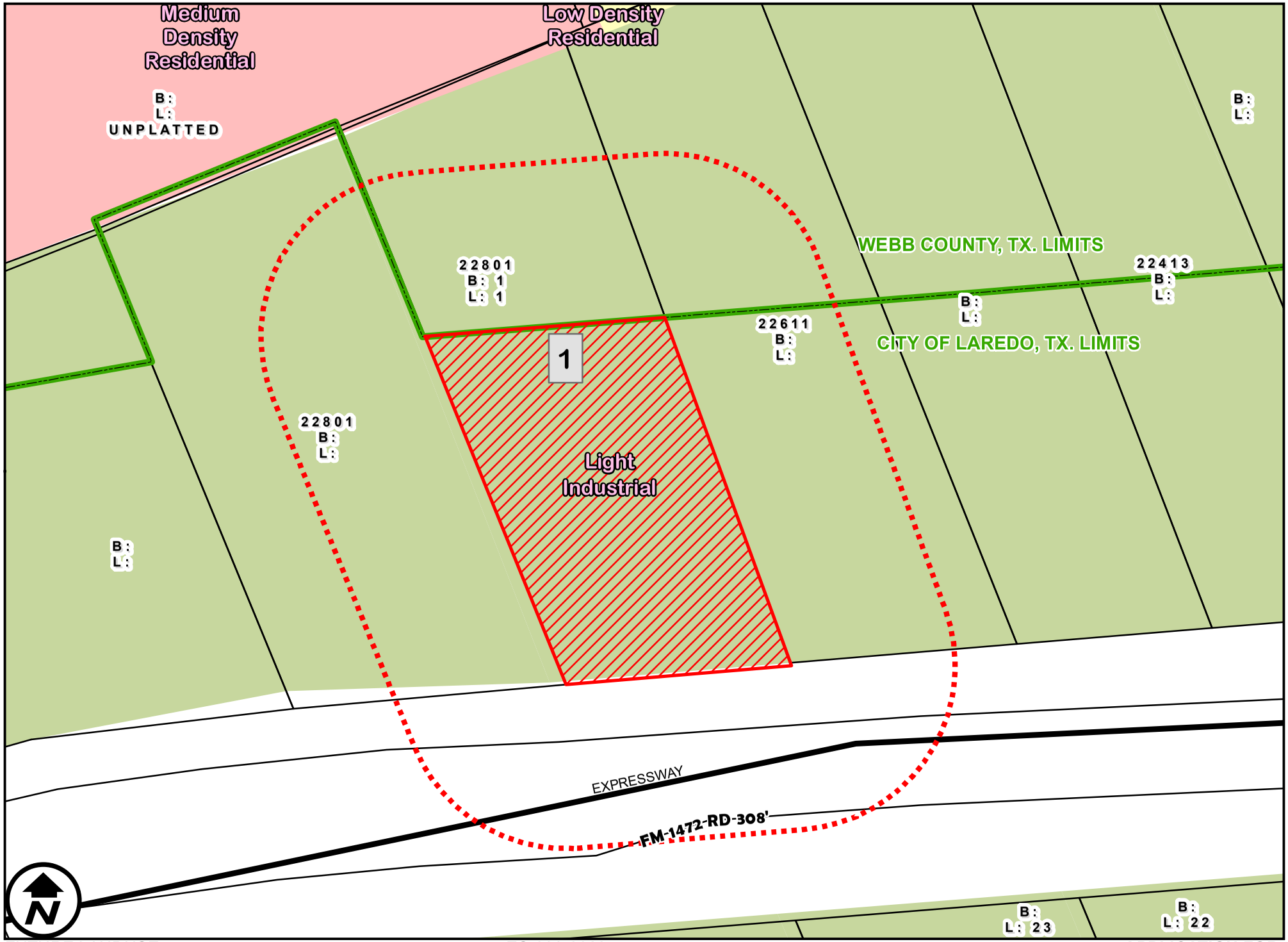


ZONING OVERVIEW

1 inch = 300 feet

ZC-093-2022
COUNCIL DISTRICT 7
22801 FM 1472 ROAD

APPLICATION FOR
AG (AGRICULTURAL DISTRICT) TO
M-1 (LIGHT MANUFACTURING DISTRICT)

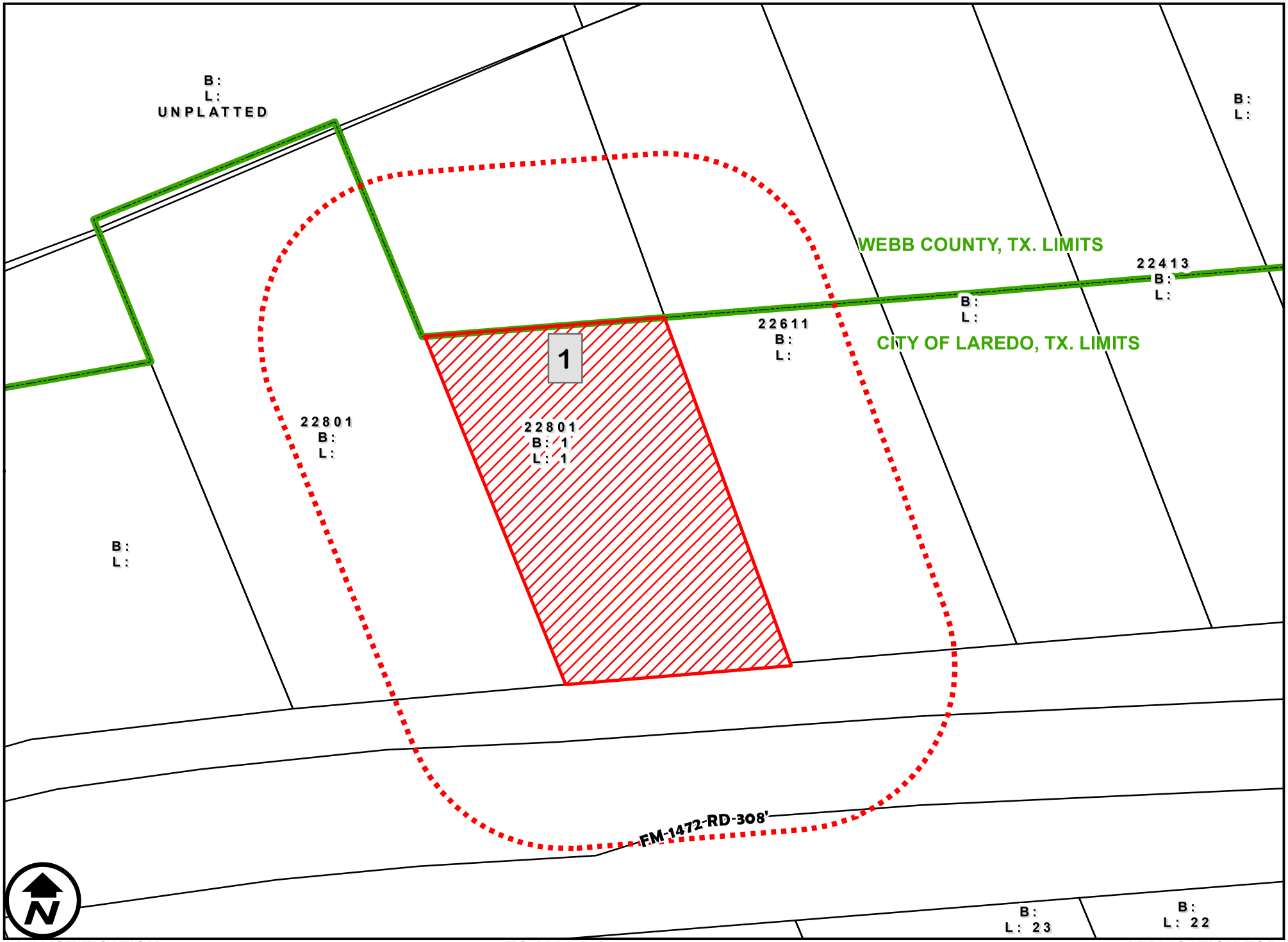


FUTURE LANDUSE

1 inch = 150 feet

ZC-093-2022
COUNCIL DISTRICT 7
22801 FM 1472 ROAD

APPLICATION FOR
AG (AGRICULTURAL DISTRICT) TO
M-1 (LIGHT MANUFACTURING DISTRICT)

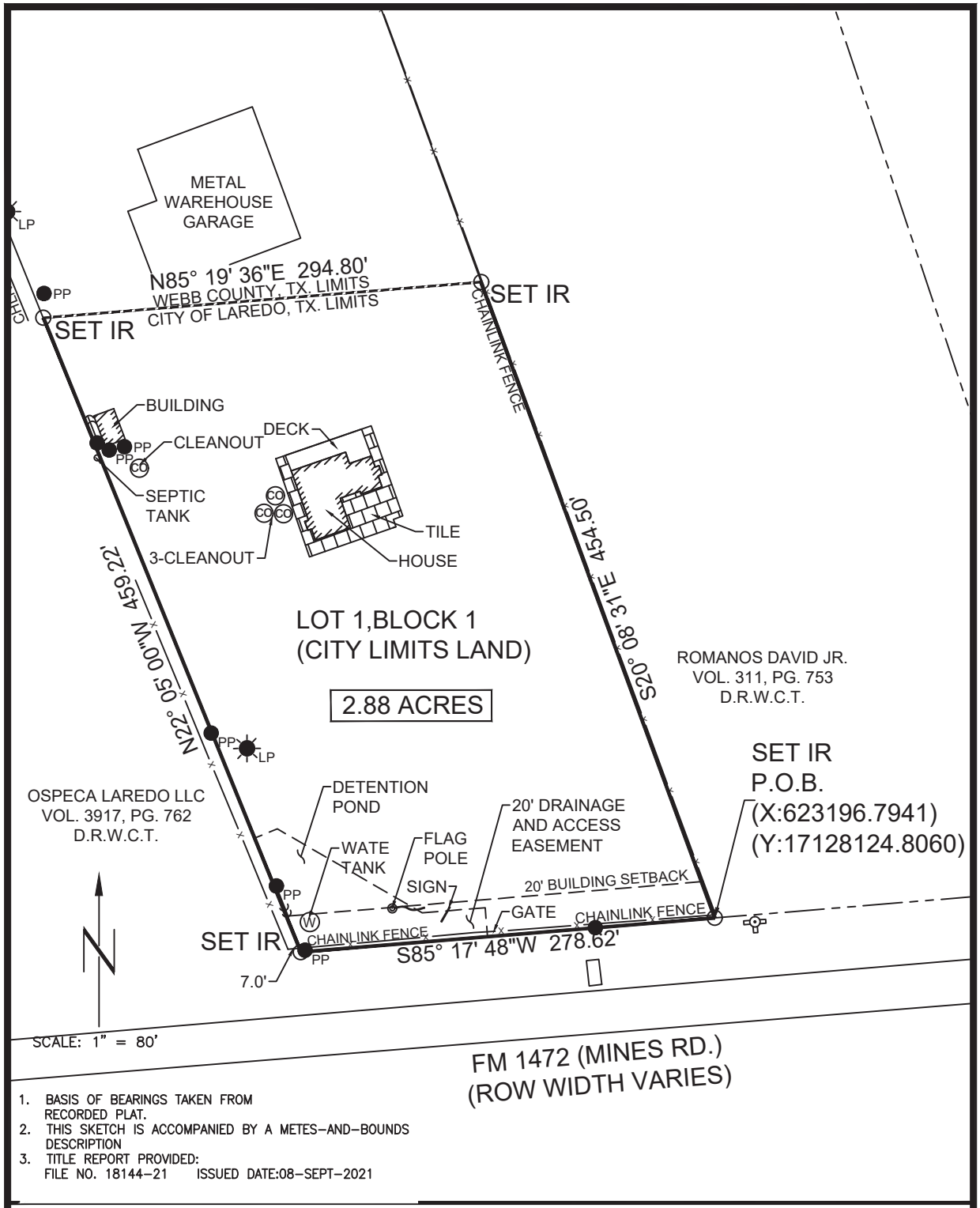


200' NOTIFICATION

1 inch = 150 feet

ZC-093-2022
COUNCIL DISTRICT 7
22801 FM 1472 ROAD

APPLICATION FOR
AG (AGRICULTURAL DISTRICT) TO
M-1 (LIGHT MANUFACTURING DISTRICT)



1. BASIS OF BEARINGS TAKEN FROM RECORDED PLAT.
2. THIS SKETCH IS ACCOMPANIED BY A METES-AND-BOUNDS DESCRIPTION
3. TITLE REPORT PROVIDED:
   FILE NO. 18144-21 ISSUED DATE:08-SEPT-2021

fred_ges@sbcglobal.net

GUERRA ENGINEERING & SURVEYING CO.

LAREDO, TX., 78040
956-718-2600
ENGR. FIRM NO. 9484
SURV. FIRM NO. 100173-00

SURVEY OF A 2.88-ACRES TRACT OF LAND (CITY LIMITS LAND), LOT 1, BLOCK 1, H.A.V. PROPERTIES PLAT, RECORDED IN V.32, P.85, PLAT RECORDS OF WEBB COUNTY, TEXAS, BEING SITUATED IN THE CITY OF LAREDO, WEBB COUNTY, TEXAS.

ADDRESS: 22801 MINES RD.

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

STATE OF TEXAS
REGISTERED
ALFREDO T. GUERRA
5702
PROFESSIONAL
LAND SURVEYOR

31-AUG-2021
DATE

ALFREDO T. GUERRA, R.P.L.S. # 5702

2.88-Acres Tract of Land (within city limits)
Webb County, Tx.

A 2.88-Acres Tract of Land out of Lot 1, Block 1, H.A.V. As per Volume 32, Page 85, Plat Records of Webb County, Tx. Said 2.88-Acres Tract of Land is being more particularly described as follows:

Beginning at a Set Iron Rod (X:623196.7941, Y:17128124.8060) located at the Northerly ROW from FM 1472 (Mines Rd.). This being denoted as the Point of Beginning for this Metes-and-Bounds Description;

THENCE, S 85°17'48" W, a distance of 278.62', to a Set Iron Rod which it is the Most Southwesterly corner for this tract of land;

THENCE, N 22°05'00" W, a distance of 459.22', along the Northeasterly property line from Ospeca Laredo LLC's property (Vol. 3917, Pg. 762, D.R.W.C.T.), to a Set Iron Rod which is the Most Northwesterly corner for this tract of land;

THENCE, N 85°19'36" E, a distance of 294.80', along the City Limits Line, to a Set Iron Rod which it is the Most Northeasterly corner for this tract of land;

THENCE, S 20°08'31" E, a distance of 454.50', along the Westerly property line from Romanos David Jr's property (Vol. 311, Pg. 753, D.R.W.C.T.),to the Point of Beginning.
.

1. Basis of Bearings taken from Recorded Plat.
2. This metes & bounds description accompanies a sketch dated same.
3. Title report provided:
   File No. 18144-21 Issued Date: 08-Sept.-2021

I, the undersigned, a Registered Professional Land Surveyor, do hereby certify that this Metes & Bounds Description was prepared from an actual survey of the property made under my supervision on the ground, and that the monuments described were either found or placed under my supervision. This the 31-August-2022,

Alfredo T. Guerra, RPLS #5702
GUERRA ENGINEERING & SURVEYING CO.
ENGR. FIRM No. 9484 SURV. FIRM No. 100173-00
fred_ges@sbcglobal.net

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING OF APPROXIMATELY 2.88 ACRES TRACT OF LAND OUT OF LOT 1, BLOCK 1, H.A.V. AS PER VOLUME 32, PAGE 85, PLAT RECORDS OF WEBB COUNTY, TEXAS, LOCATED AT 22801 FM 1472 ROAD, FROM AG (AGRICULTURAL DISTRICT) TO M-1 (LIGHT MANUFACTURED DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner of approximately 2.88 acres tract of land out of Lot 1, Block 1, H.A.V. as per Volume 32, Page 85, plat records of Webb County, Texas, located at 22801 FM 1472 Road, from AG (Agricultural District) to M-1 (Light Manufactured District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on September 15, 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 October 17, 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 2.88 acres tract of land out of Lot 1, Block 1, H.A.V. as per Volume 32, Page 85, plat records of Webb County, Texas, located at 22801 FM 1472 Road, from AG (Agricultural District) to M-1 (Light Manufactured 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, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

Public Hearings (also Intro Ord) 6.

City Council-Regular

Meeting Date: 10/17/2022

Initiated By: Riazul Mia, Assistant City Manager

Initiated By: Roberto Jimenez Jr., Owner; Pricilla Trevino, Applicant/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 8, Block 2156, Eastern Division, located at 3102 Wooster Street, from AG (Agricultural District) to R-3 (Mixed Residential District).

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

ZC-096-2022
District II

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: II - Cm. Vidal Rodriguez

Proposed use: Duplex

Site: The site is currently vacant land.

Surrounding land uses: To the north of the site is mixed residential uses and vacant land. To the east and south of the site is primarily vacant land. To the west of the site is primarily mixed residential uses.

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=39

Transportation Plan: The Long Range Thoroughfare Plan does not identify Wooster Street and South India Avenue.
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 property complies with the R-3 zoning minimum requirements of 6,000 square feet for a duplex as per the Land Development Code, Section 24.77.1, Dimensional Standards. The property approximately has an area of about 9,700 square feet.
2. The site abuts a large area of R-3 zoning districts.
3. The proposed use is compatible with the surrounding residential uses in the area.
4. While the proposed zone change is not in conformance with the Comprehensive Plan's designation as Agricultural/Rural (AG), which does not allow R-3 zoning districts, the proposed zone change is not anticipated to have a negative impact in the surrounding area or neighborhood.

Staff **supports** the application.

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

Is this change contrary to the established land use pattern?
No. To the north and west of the site is mixed residential uses.

Would this change create an isolated zoning district unrelated to surrounding districts?
No. The site abuts a large area of R-3 zoning districts.

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 AG does not allow for a duplex 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

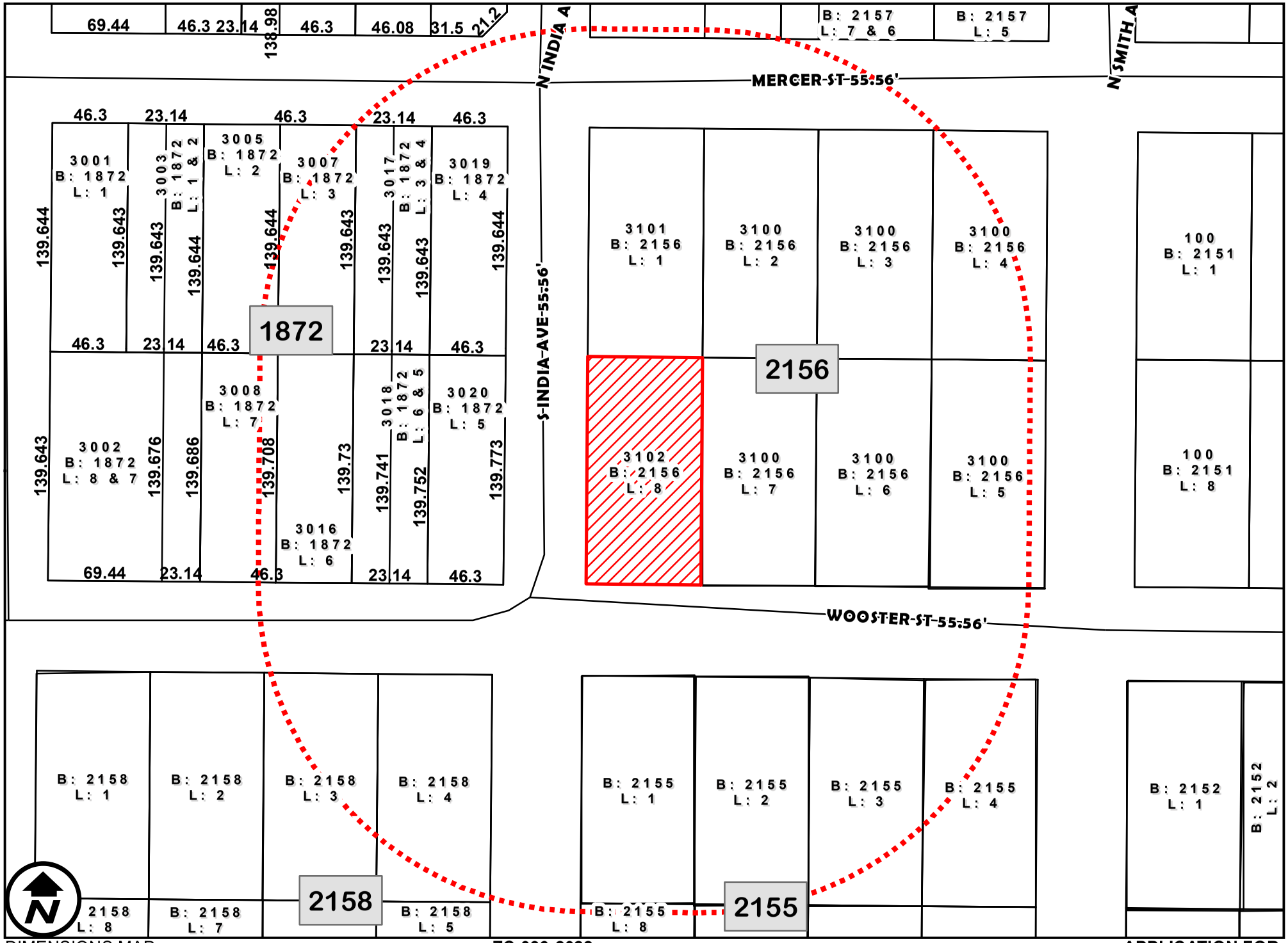
Maps
Ordinance - Draft

AERIAL MAP

1 inch = 75 feet

ZC-096-2022
COUNCIL DISTRICT 2
3102 WOOSTER STREET

APPLICATION FOR
AG (AGRICULTURAL DISTRICT) TO
R-3 (MIXED RESIDENTIAL DISTRICT)

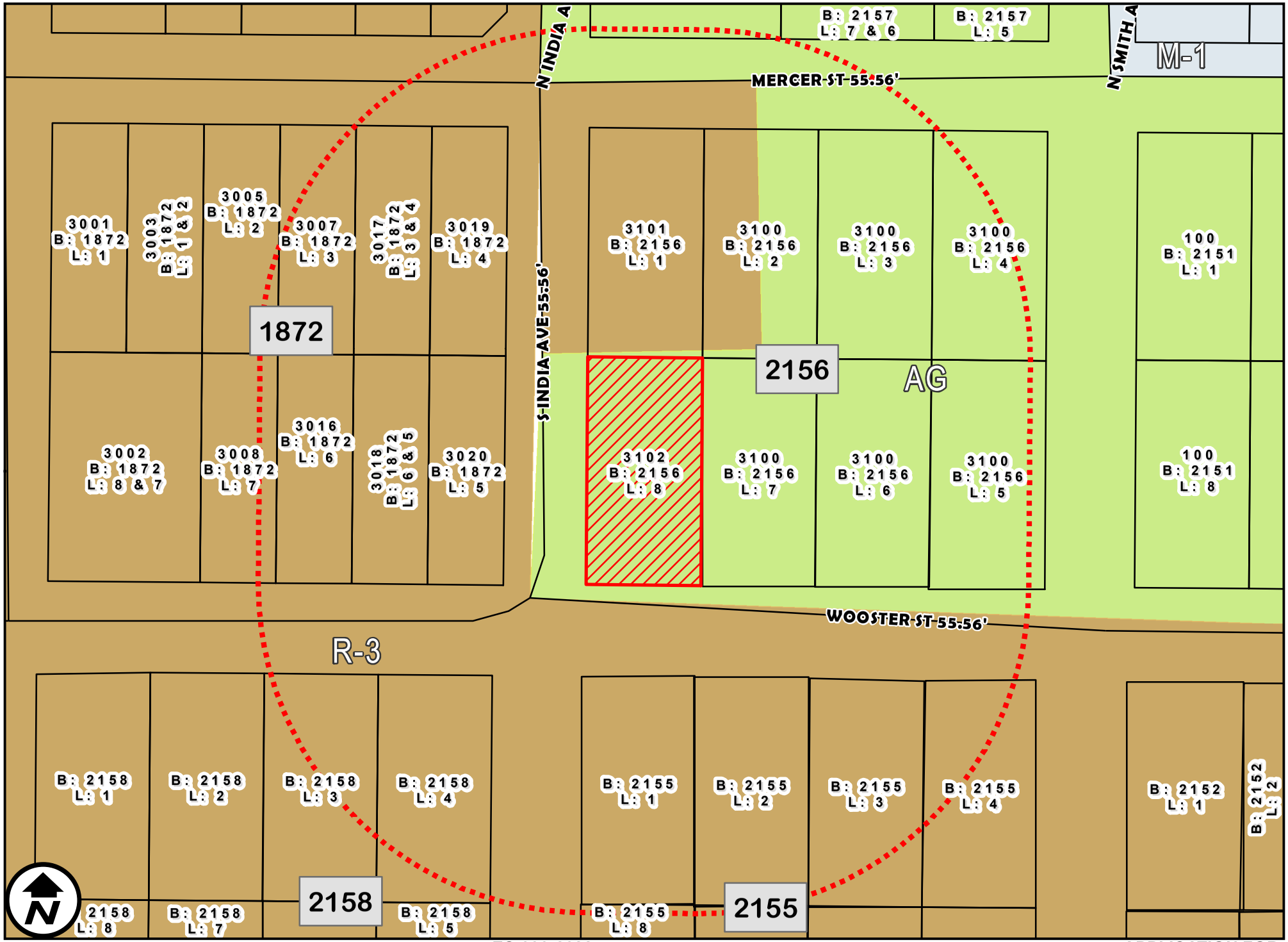


DIMENSIONS MAP

1 inch = 75 feet

ZC-096-2022
COUNCIL DISTRICT 2
3102 WOOSTER STREET

APPLICATION FOR
AG (AGRICULTURAL DISTRICT) TO
R-3 (MIXED RESIDENTIAL DISTRICT)

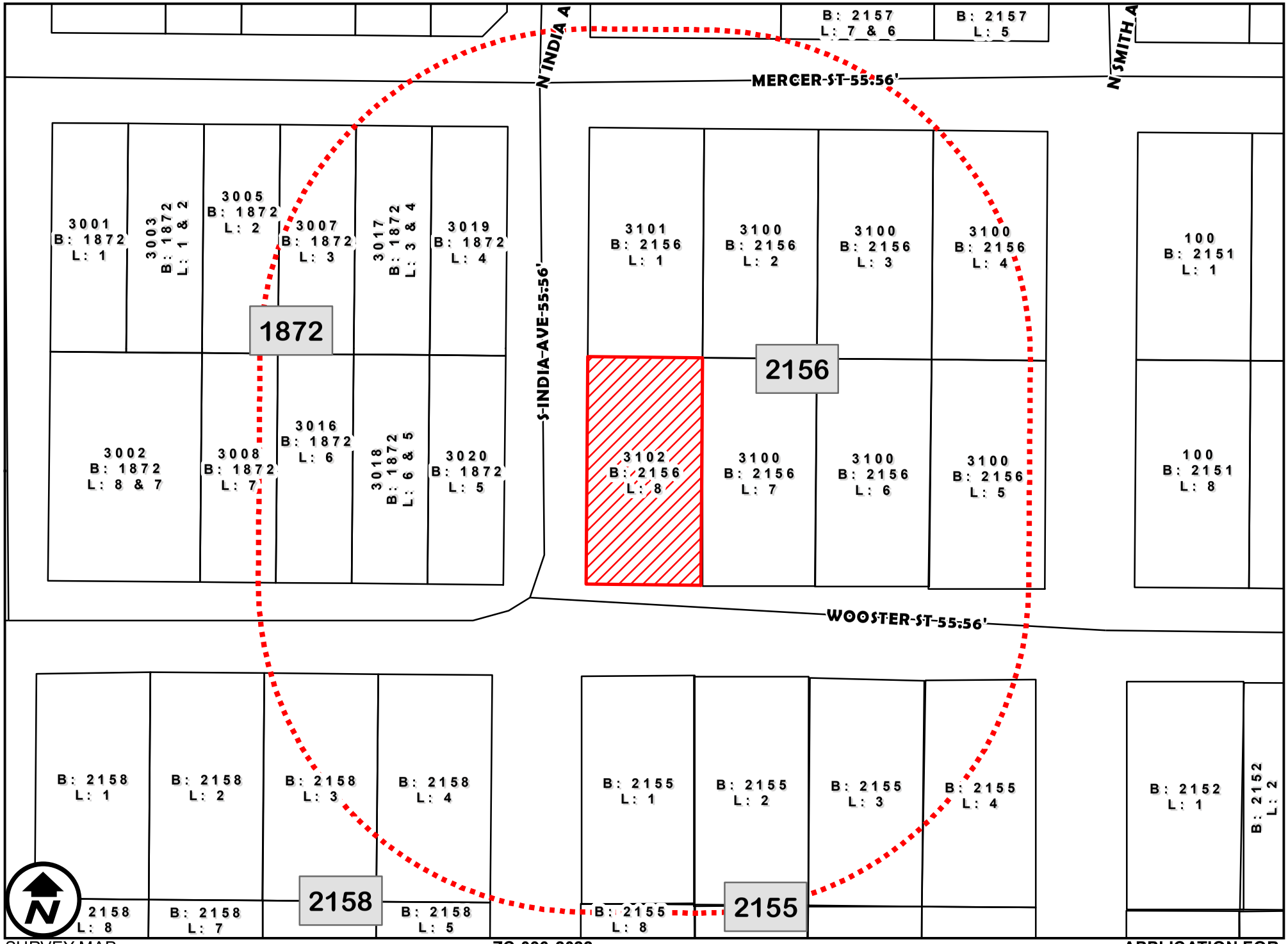


ZONING MAP

1 inch = 75 feet

ZC-096-2022
COUNCIL DISTRICT 2
3102 WOOSTER STREET

APPLICATION FOR
AG (AGRICULTURAL DISTRICT) TO
R-3 (MIXED RESIDENTIAL DISTRICT)



SURVEY MAP

1 inch = 75 feet

ZC-096-2022
COUNCIL DISTRICT 2
3102 WOOSTER STREET

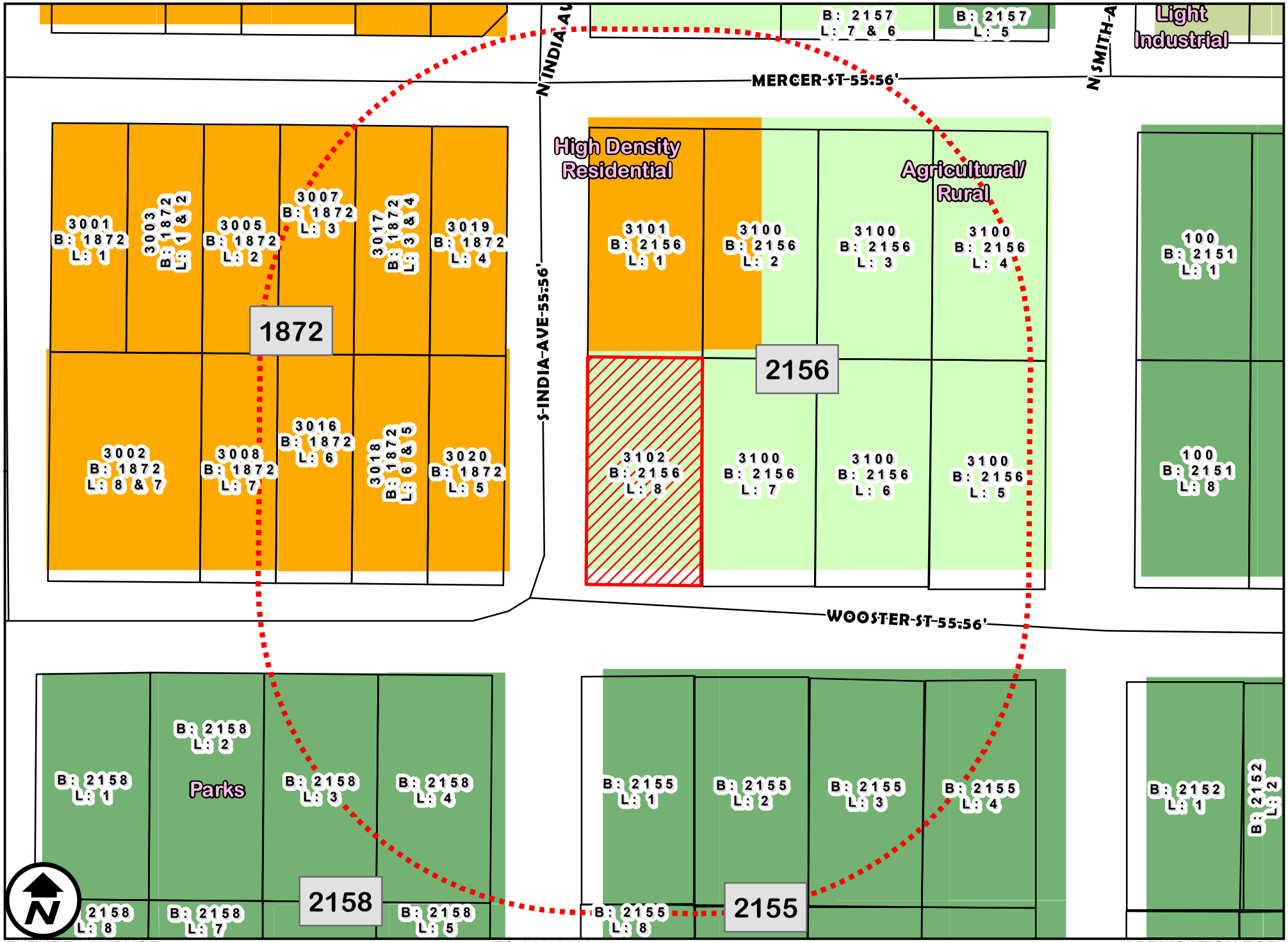
APPLICATION FOR
AG (AGRICULTURAL DISTRICT) TO
R-3 (MIXED RESIDENTIAL DISTRICT)

ZONING OVERVIEW

1 inch = 150 feet

ZC-096-2022
COUNCIL DISTRICT 2
3102 WOOSTER STREET

APPLICATION FOR
AG (AGRICULTURAL DISTRICT) TO
R-3 (MIXED RESIDENTIAL DISTRICT)

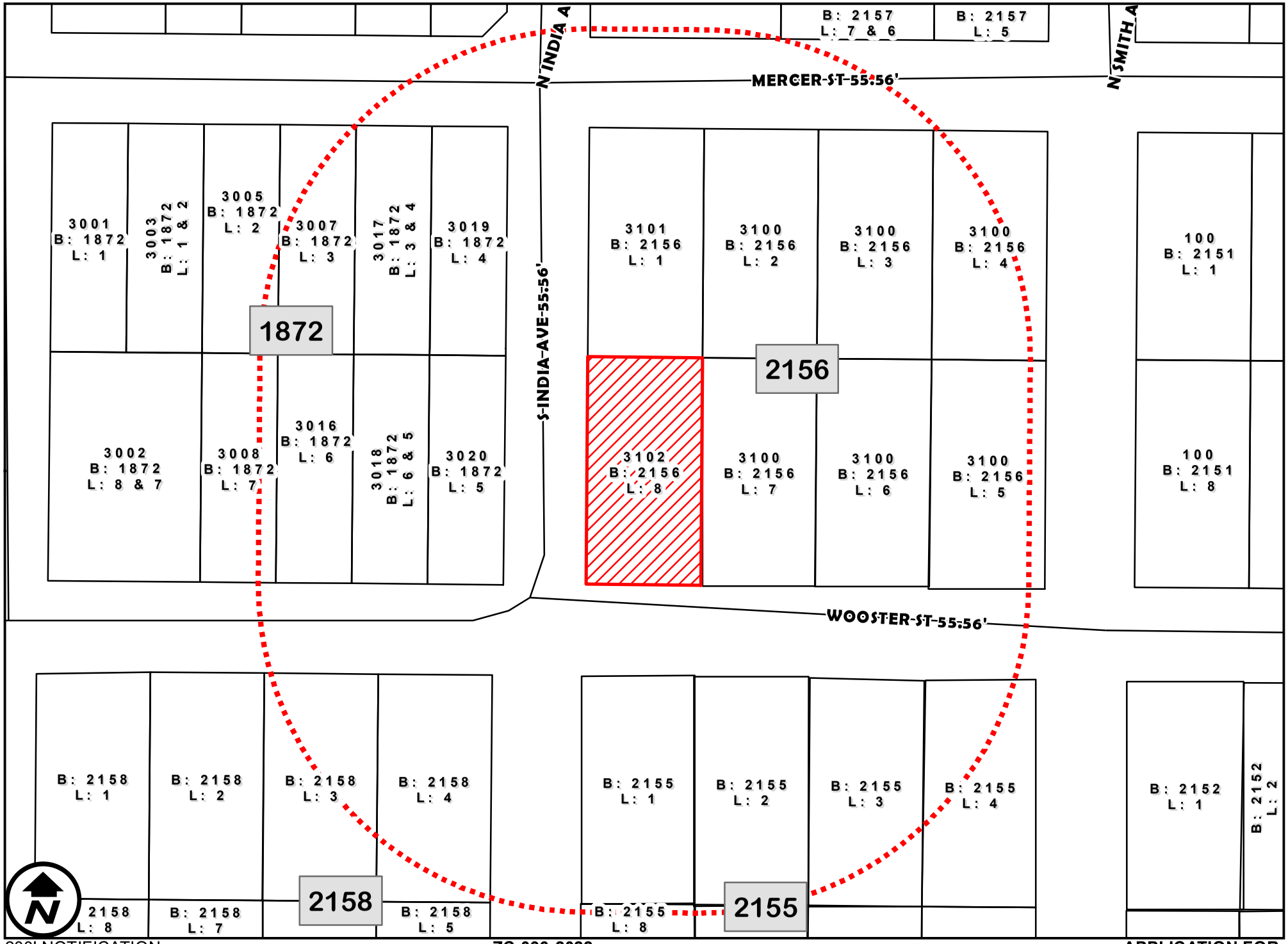


FUTURE LANDUSE

1 inch = 75 feet

ZC-096-2022
COUNCIL DISTRICT 2
3102 WOOSTER STREET

APPLICATION FOR
AG (AGRICULTURAL DISTRICT) TO
R-3 (MIXED RESIDENTIAL DISTRICT)



200' NOTIFICATION

1 inch = 75 feet

ZC-096-2022
COUNCIL DISTRICT 2
3102 WOOSTER STREET

APPLICATION FOR
AG (AGRICULTURAL DISTRICT) TO
R-3 (MIXED RESIDENTIAL DISTRICT)

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING OF LOT 8, BLOCK 2156, EASTERN DIVISION, LOCATED AT 3102 WOOSTER STREET, FROM AG (AGRICULTURAL DISTRICT) TO R-3 (MIXED RESIDENTIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner of Lot 8, Block 2156, Eastern Division, located at 3102 Wooster Street, from AG (Agricultural District) to R-3 (Mixed Residential District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on September 15, 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 October 17, 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 8, Block 2156, Eastern Division, located at 3102 Wooster Street, from AG (Agricultural District) to R-3 (Mixed Residential District).

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

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

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

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

Public Hearings (also Intro Ord) 7.

City Council-Regular

Meeting Date: 10/17/2022

Initiated By: Riazul Mia, Assistant City Manager
Initiated By: Agave Investments, LLC., Owner/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 1, Block 14, Lago del Valle Subdivision, Phase II, located at 1610 Concord Hills Boulevard, from R-1 (Single-Family Residential District) and R-1A (Single-Family Reduced Area 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-097-2022
District III

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: III - Cm. Mercurio Martinez, III

Proposed use: Mixed Use. The applicant did not identify the specific proposed mixed use.

Site: The site is currently vacant land.

Surrounding land uses: To the north, east, and west of the site is predominately residential uses, R-1A zoning (Single Family Reduced Area District). To the south 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=39

Transportation Plan: The Long Range Thoroughfare Plan identifies Concord Hills

Boulevard as a Major Collector.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 75 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 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 about 565 feet.
2. The proposed mixed use is anticipated to complement the surrounding residential uses in the vicinity.
3. While the proposed zone change is not in conformance with the Comprehensive Plan's designation as Low Density Residential (R-1, R-1MH, R-1A, R-1B, R-S, B-1R, and R-O with exceptions*), which does not allow B-3 zoning districts, the proposed zone change is not anticipated to have a negative impact in the surrounding area 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.

Is this change contrary to the established land use pattern?

The site is primarily surrounded by residential uses. The proposed mixed use is anticipated complement the surrounding residential uses in the vicinity.

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

Yes. The site is primarily surrounded by R-1A zoning districts.

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?

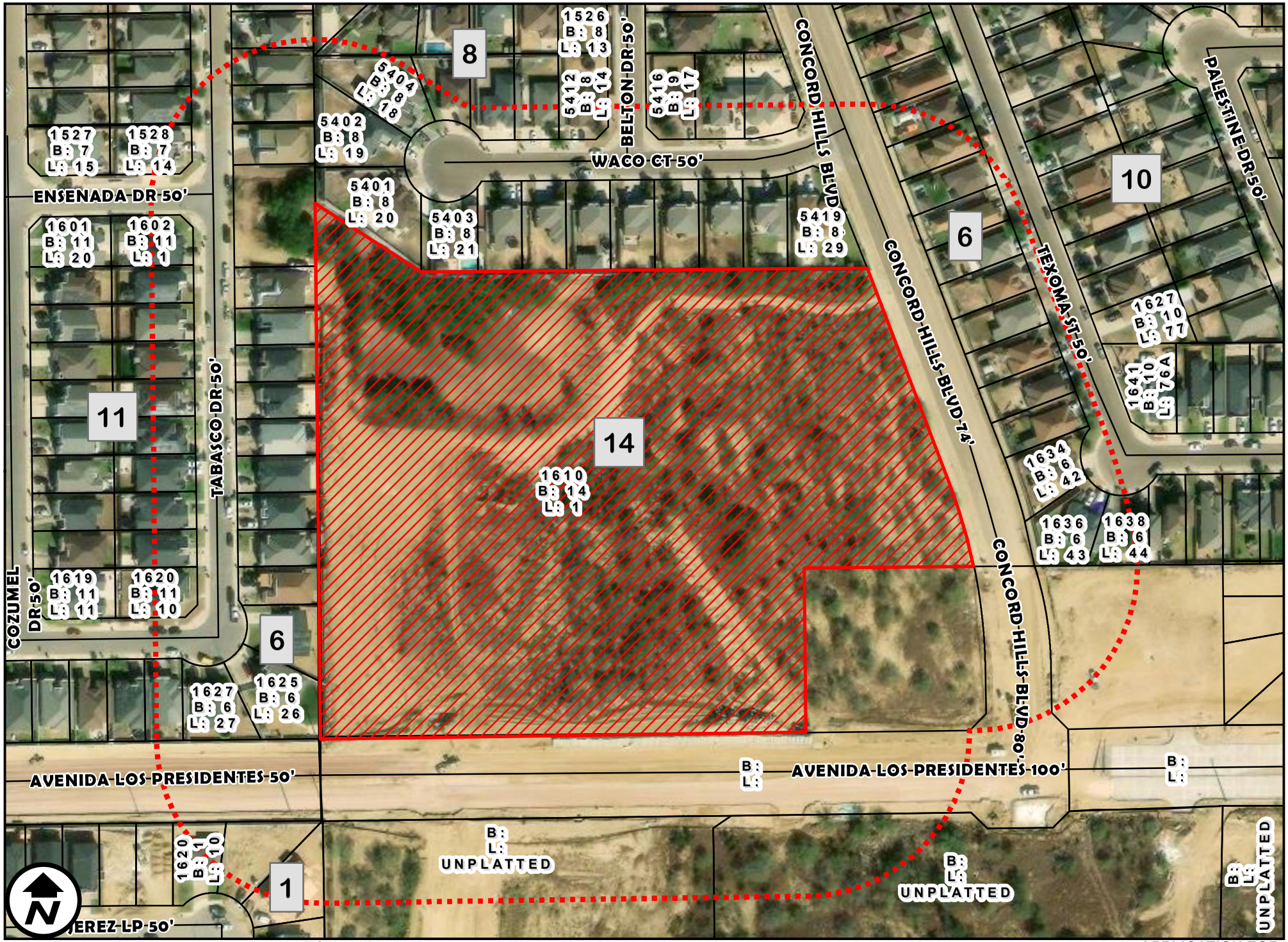
Yes. The existing R-1 and R-1A does not allow for the proposed mix use intended by the applicant.

Fiscal Impact

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

Attachments

Maps
Ordinance - Draft

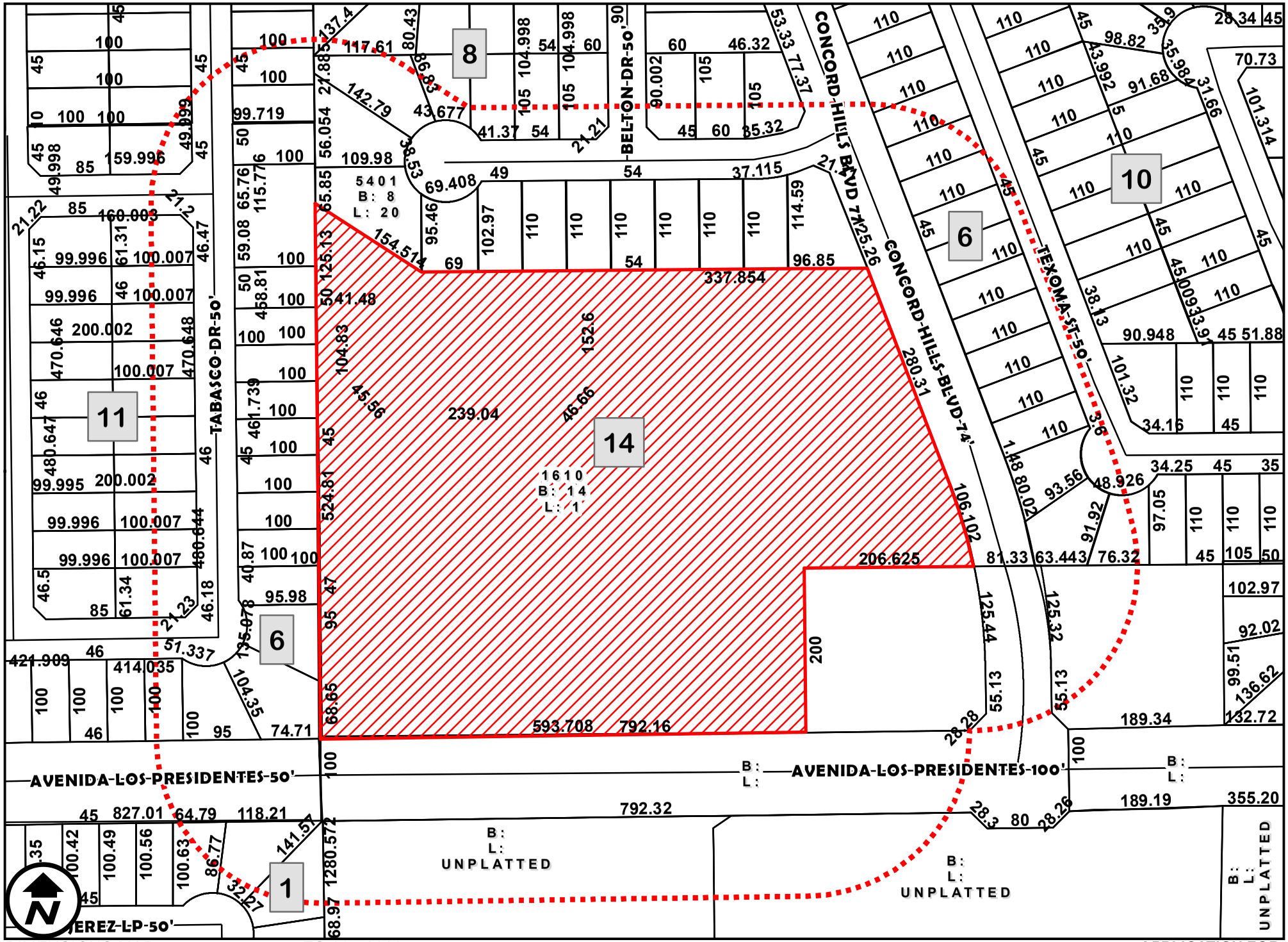


AERIAL MAP

1 inch = 150 feet

ZC-097-2022
COUNCIL DISTRICT 3
1610 CONCORD HILLS BOULEVARD

APPLICATION FOR
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) AND R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT)



DIMENSIONS MAP

1 inch = 150 feet

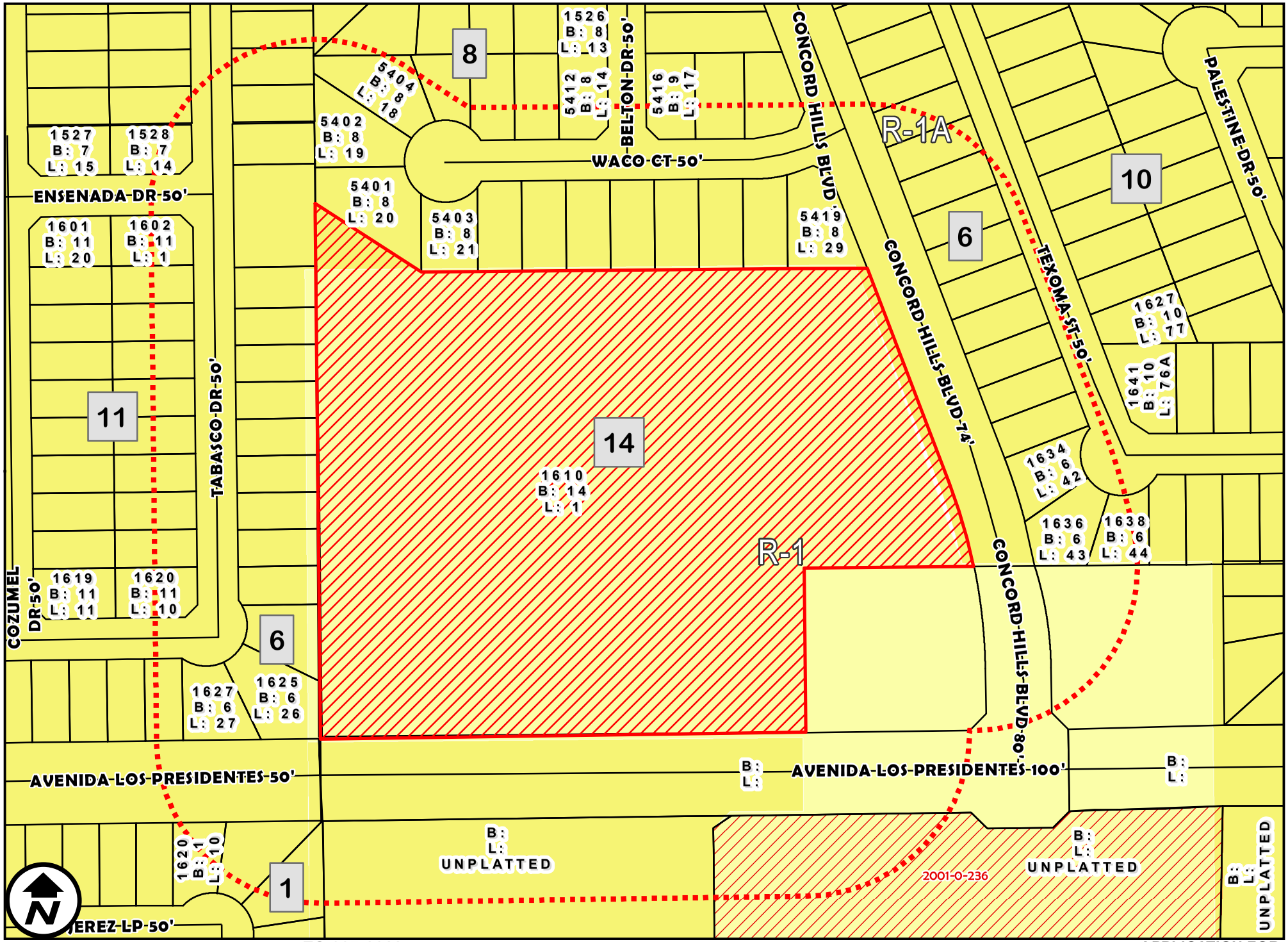
ZC-097-2022

COUNCIL DISTRICT 3

1610 CONCORD HILLS BOULEVARD

APPLICATION FOR

R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) AND R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT)

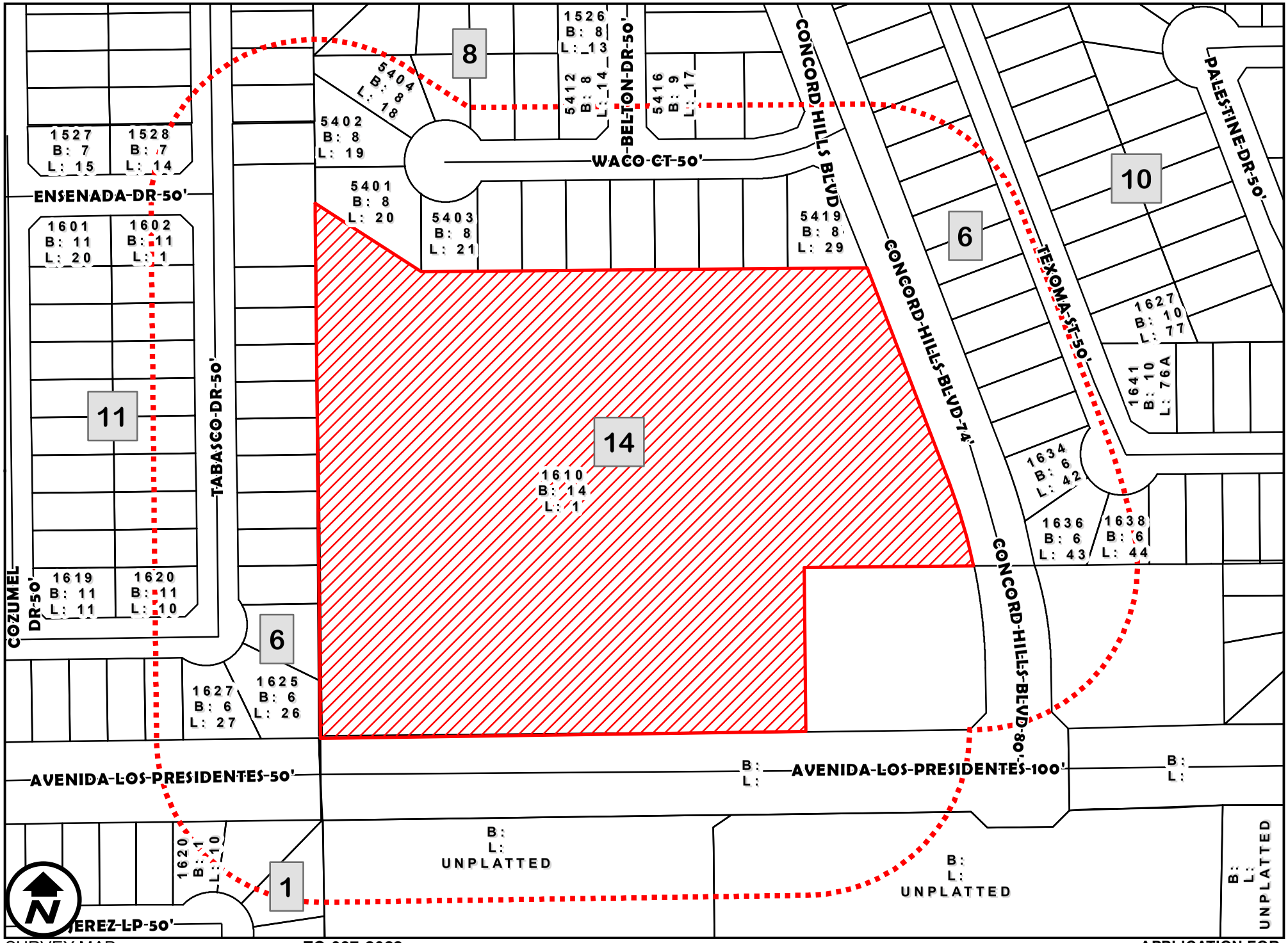


ZONING MAP

1 inch = 150 feet

ZC-097-2022
COUNCIL DISTRICT 3
1610 CONCORD HILLS BOULEVARD

APPLICATION FOR
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) AND R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT)

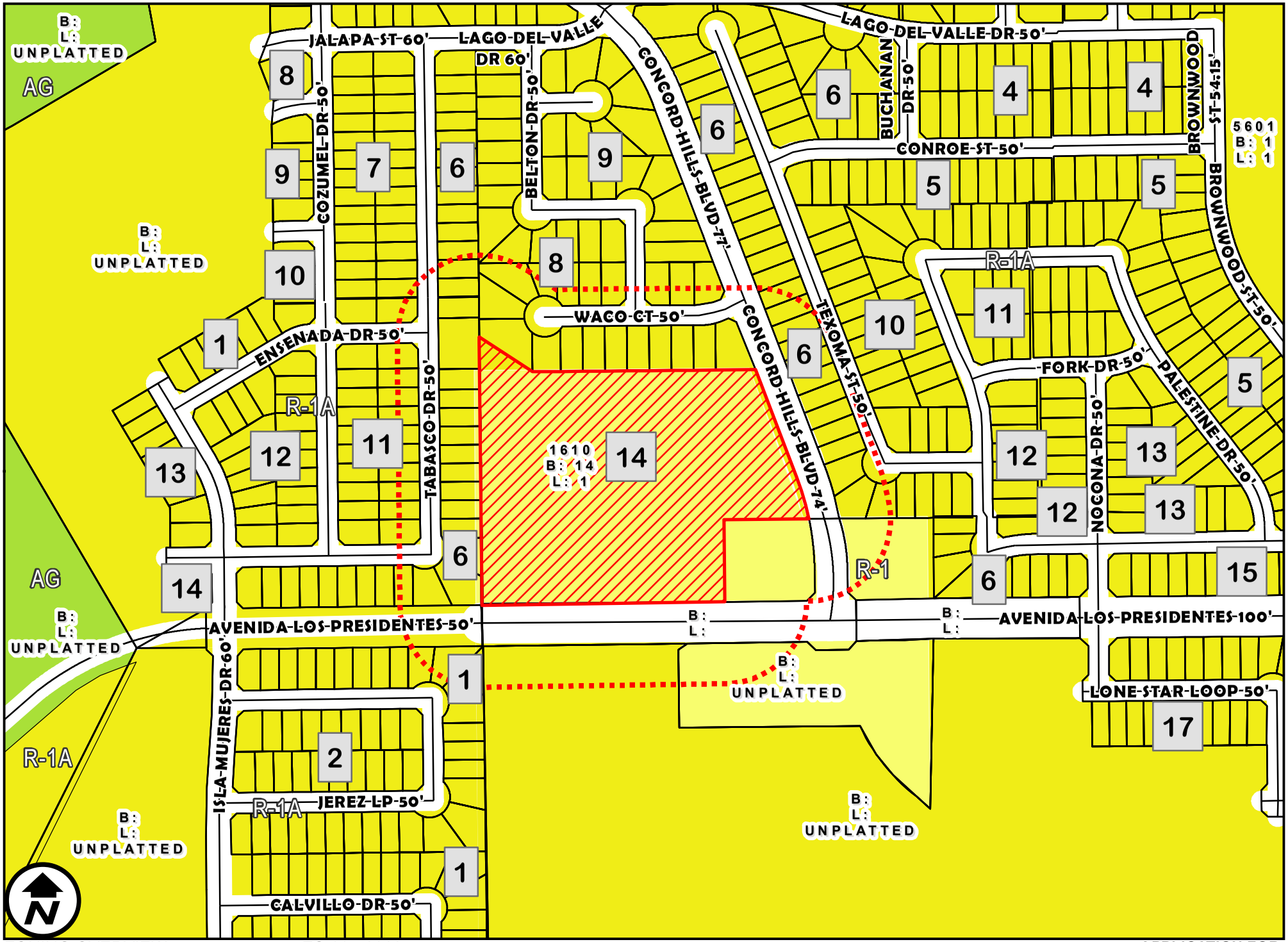


SURVEY MAP

1 inch = 150 feet

ZC-097-2022
COUNCIL DISTRICT 3
1610 CONCORD HILLS BOULEVARD

APPLICATION FOR
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) AND R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT)

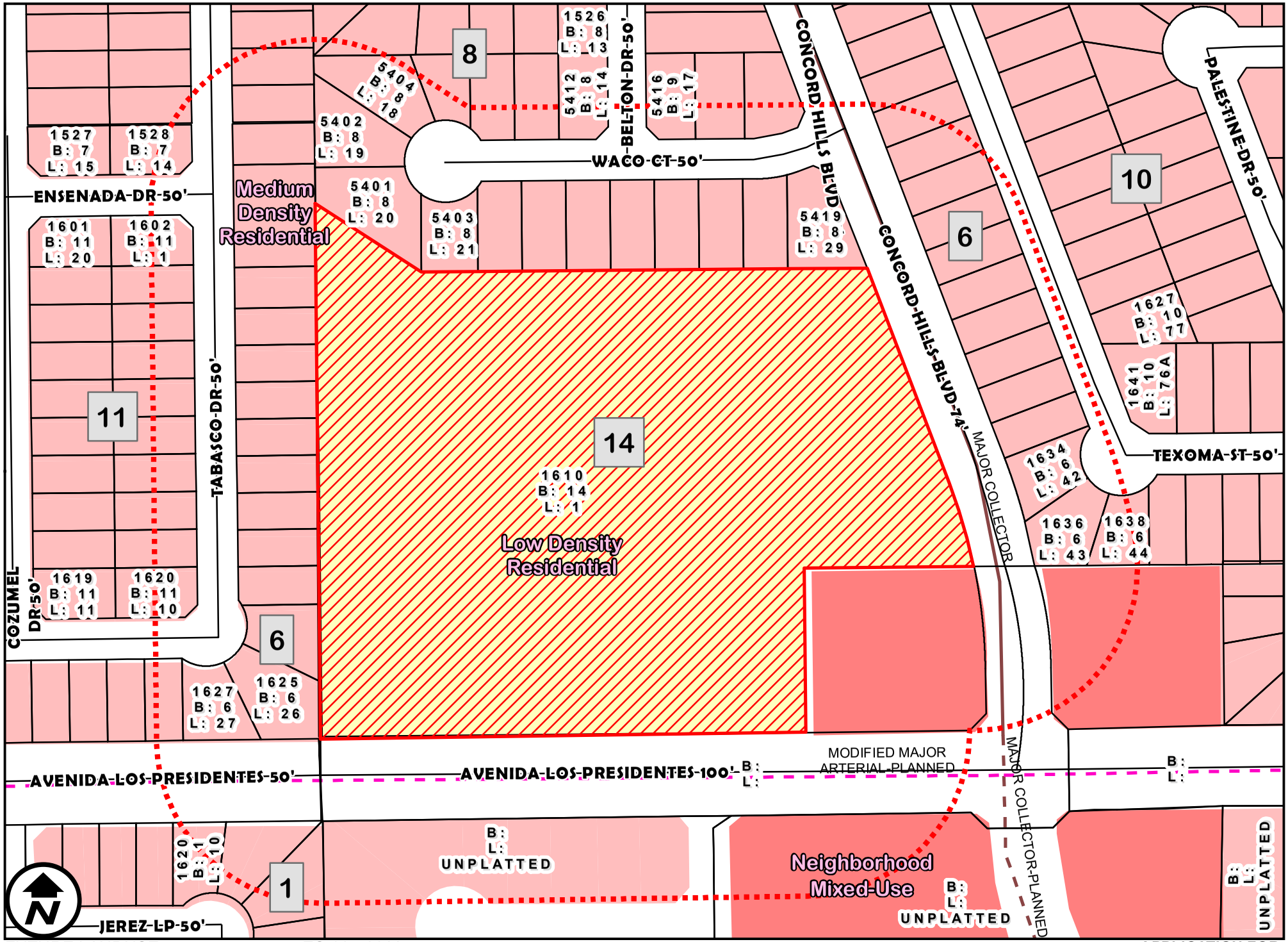


ZONING OVERVIEW

1 inch = 300 feet

ZC-097-2022
COUNCIL DISTRICT 3
1610 CONCORD HILLS BOULEVARD

APPLICATION FOR
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) AND R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT)

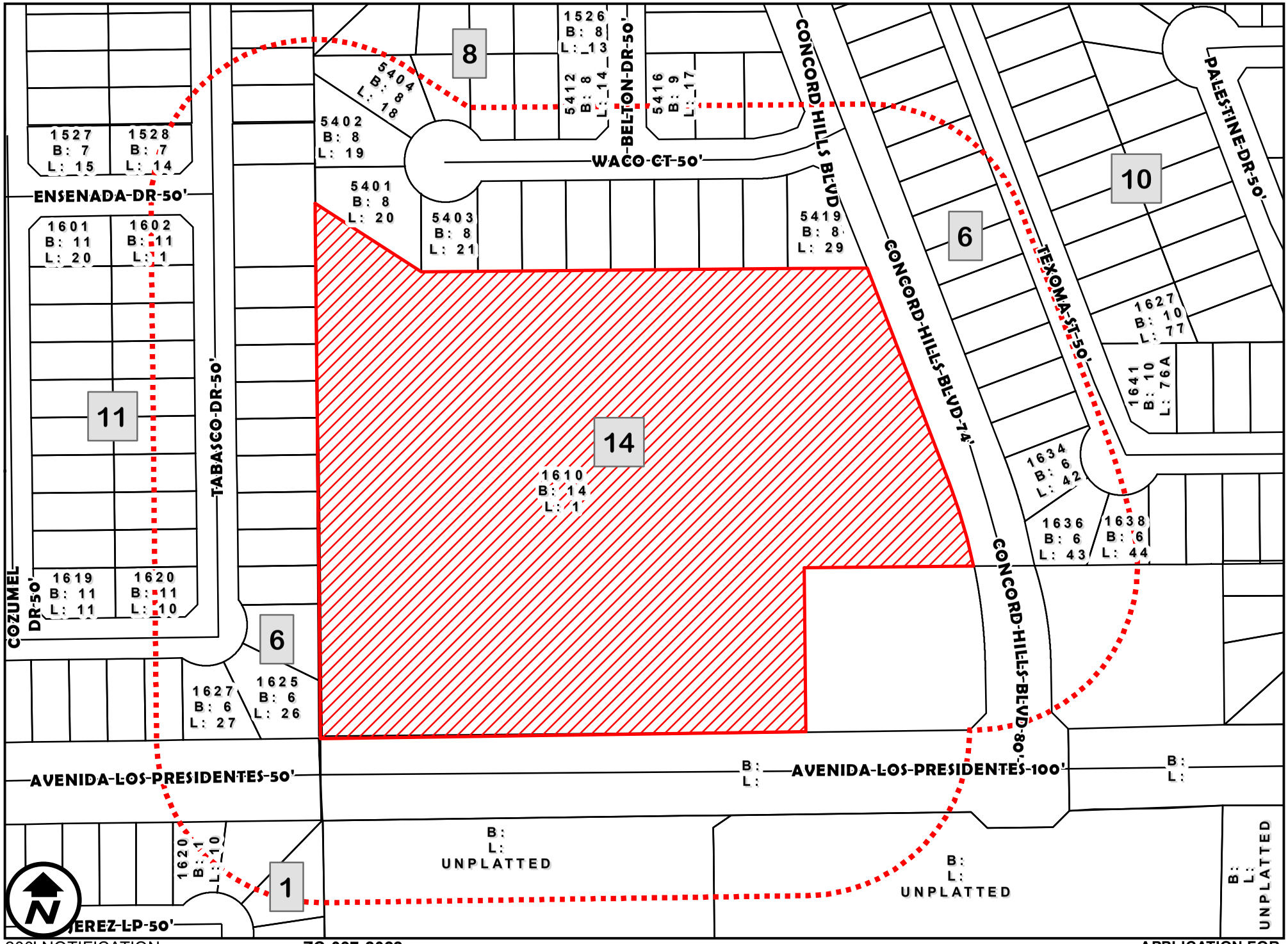


FUTURE LANDUSE

1 inch = 150 feet

ZC-097-2022
COUNCIL DISTRICT 3
1610 CONCORD HILLS BOULEVARD

APPLICATION FOR
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) AND R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT)



200' NOTIFICATION

1 inch = 150 feet

ZC-097-2022
COUNCIL DISTRICT 3
1610 CONCORD HILLS BOULEVARD

APPLICATION FOR
R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) AND R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT)

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING OF LOT 1, BLOCK 14, LAGO DEL VALLE SUBDIVISION, PHASE II, LOCATED AT 1610 CONCORD HILLS BOULEVARD, FROM R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) AND R-1A (SINGLE FAMILY REDUCED AREA 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 14, Lago del Valle Subdivision, Phase II, located at 1610 Concord Hills Boulevard, from R-1 (Single Family Residential District) and R-1A (Single Family Reduced Area 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 September 15, 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 October 17, 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 14, Lago del Valle Subdivision, Phase II, located at 1610 Concord Hills Boulevard, from R-1 (Single Family Residential District) and R-1A (Single Family Reduced Area 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, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

Public Hearings (also Intro Ord) 8.

City Council-Regular

Meeting Date: 10/17/2022

Initiated By: Riazul Mia, Assistant City Manager

Initiated By: Mezquite Land Development Inc., Owner; Porras Nance Engineering, Applicant/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 approximately 2.53 acres, situated in Porcion 32, Abstract 296, Antonio Trevino, Original Grantee, within the City Limits of Laredo and Webb County, Texas, out and part of the 29.982 Acre Mezquite Land Development, Incorporated Tract, recorded in Volume 5294, pages 149-153 of the Webb County Deed Records, located east of Old Milwaukee Road and south of State Highway 359, from R-3 (Mixed Residential District) and B-4 (Highway Commercial 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-098-2022
District III

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: III - Cm. Mercurio Martinez, III

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. To the east of the site is Leyendecker Yard. To the south of the site is vacant undeveloped land. To the west of the site is residential uses, vacant undeveloped land, and La Flecha Materials.

Comprehensive Plan: The Future Land Use Map recognizes this area as Mixed-Use Center and Parks
https://www.cityoflaredo.com/LaredoPlanning/wp-content/uploads/2021/03/viva-laredo-city-of-laredo-comprehensive-plan.pdf#page=39

Transportation Plan: The Long Range Thoroughfare Plan identifies State Highway 359 as an Expressway.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 8 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 site meets the Laredo Land Development Code location requirement stating that B-4 districts should be located along Major Arterials or a Freeway. The Long Range Thoroughfare Plan identifies State Highway 359 as an Expressway.
2. 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 480.22 feet.
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 approximately 2.5329 acres (1 acre = 43,560 square 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 south of the site is vacant undeveloped land. To the east of the site is light manufacturing uses.To the west of the site is residential uses.

Would this change create an isolated zoning district unrelated to surrounding

districts?
Yes. The site abuts a large area of R-1, R-1A, R-2, and M-1.

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.

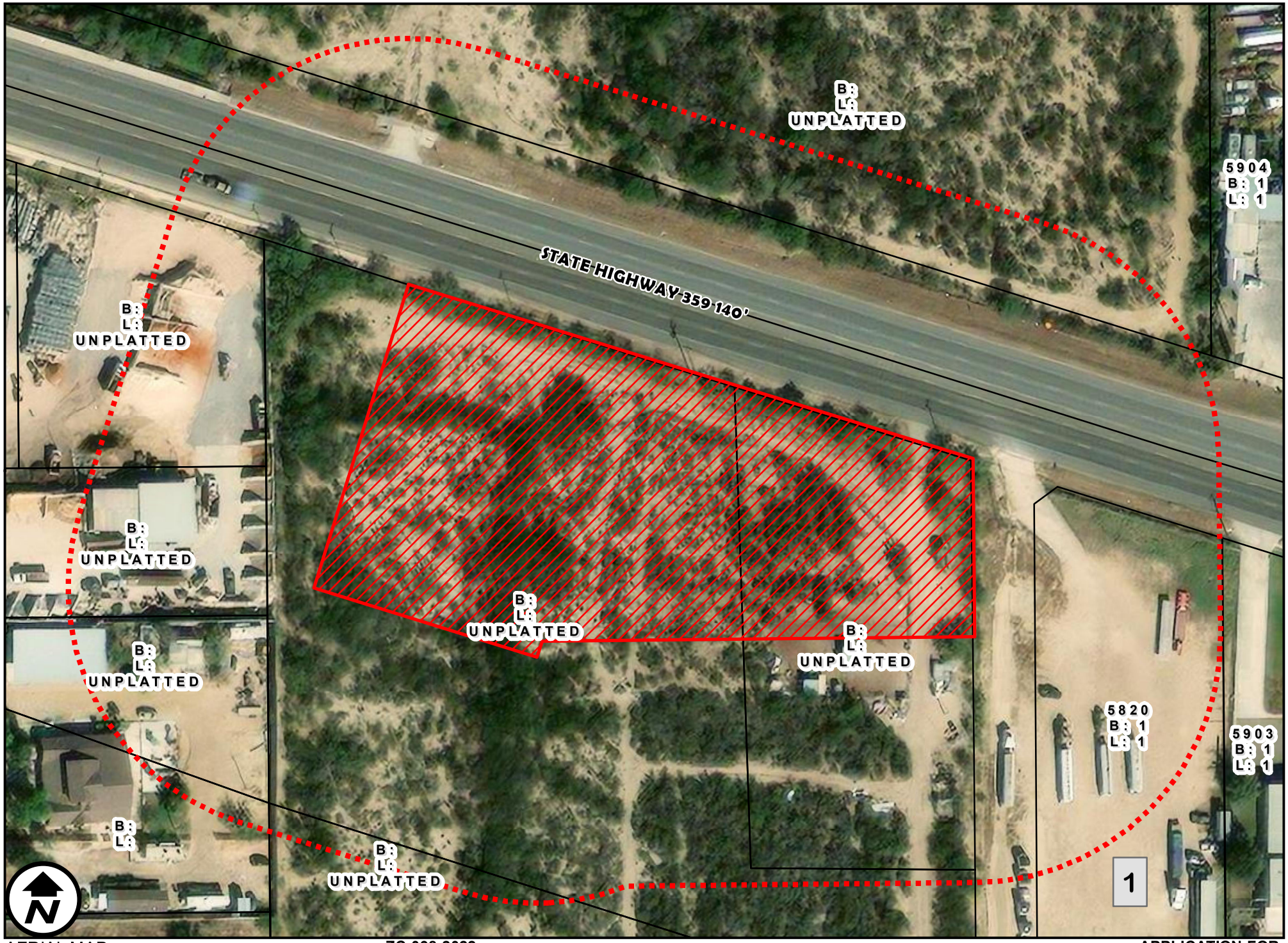
Are there substantial reasons why the property cannot be used in accordance with existing zoning?
The existing B-4 zone allows for commercial uses, but the R-3 zone does not allow for commercial uses intended by the applicant.

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 - Draft



AERIAL MAP

1 inch = 100 feet

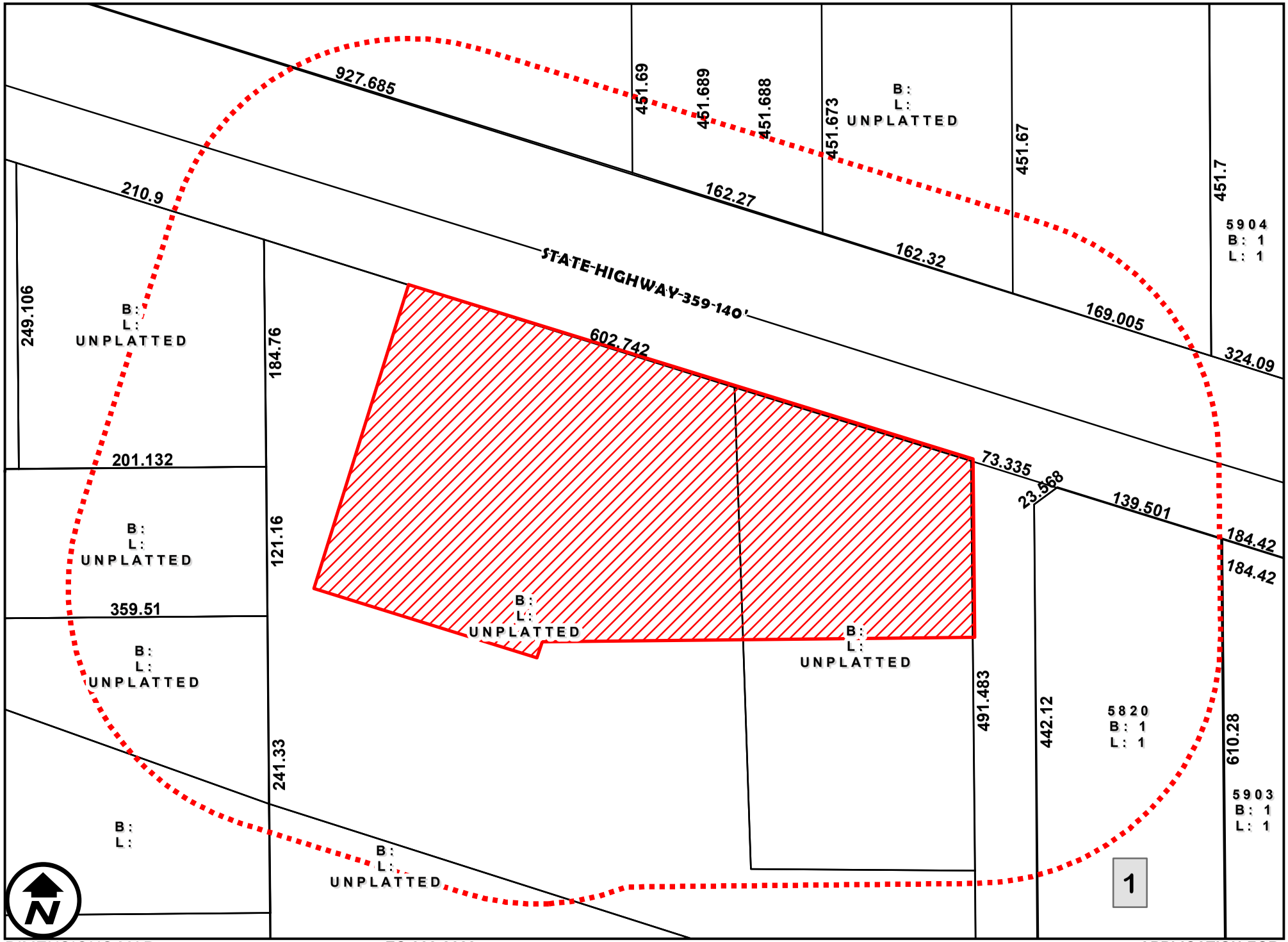
ZC-098-2022

COUNCIL DISTRICT 3

EAST OF OLD MILWAUKEE ROAD AND SOUTH OF STATE HIGHWAY 359

APPLICATION FOR

R-3 (MIXED RESIDENTIAL DISTRICT) AND B-4 (HIGHWAY COMMERCIAL DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT)



DIMENSIONS MAP

1 inch = 100 feet

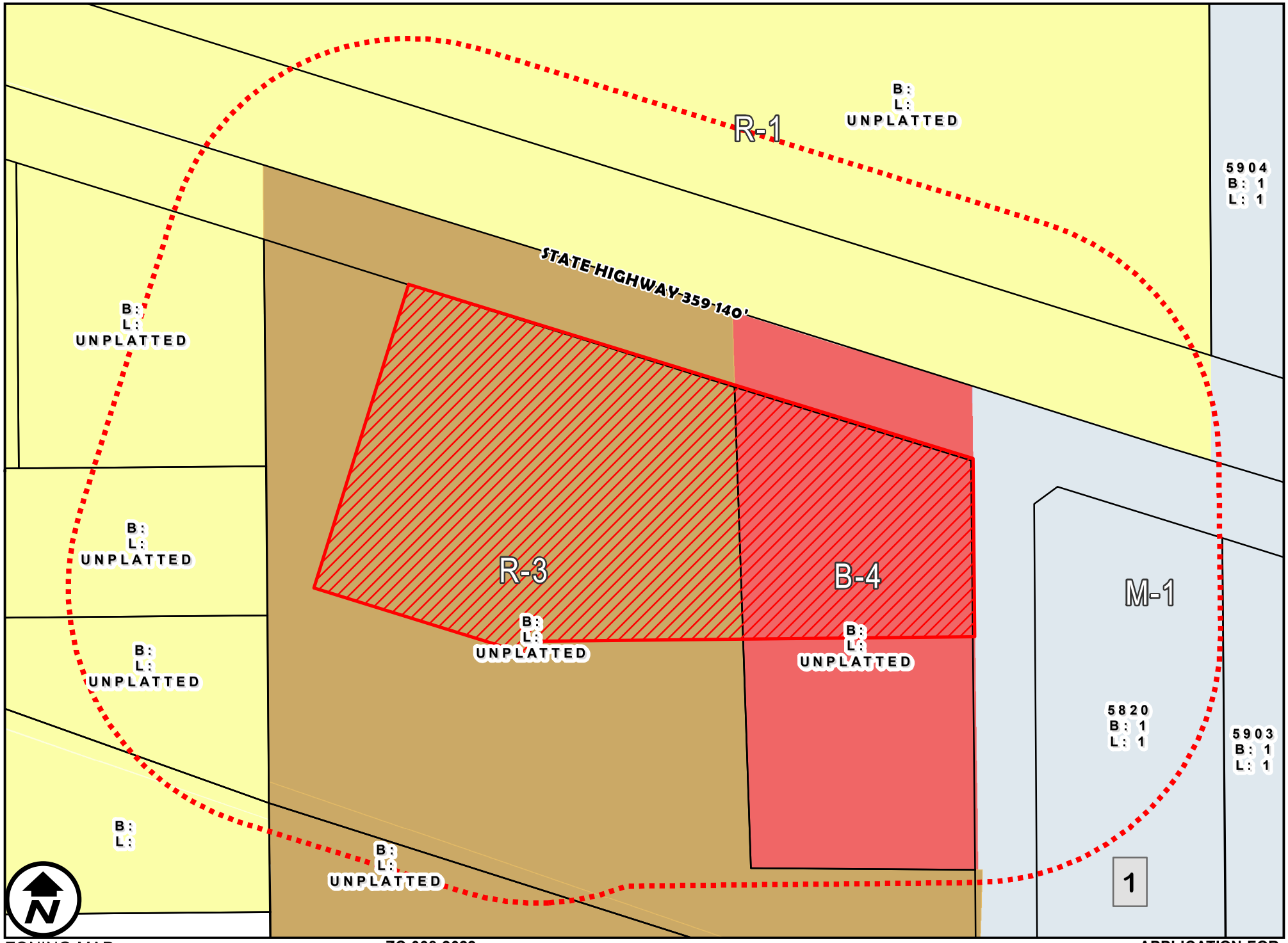
ZC-098-2022

COUNCIL DISTRICT 3

EAST OF OLD MILWAUKEE ROAD AND SOUTH OF STATE HIGHWAY 359

APPLICATION FOR

R-3 (MIXED RESIDENTIAL DISTRICT) AND B-4 (HIGHWAY COMMERCIAL DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT)



ZONING MAP

1 inch = 100 feet

ZC-098-2022

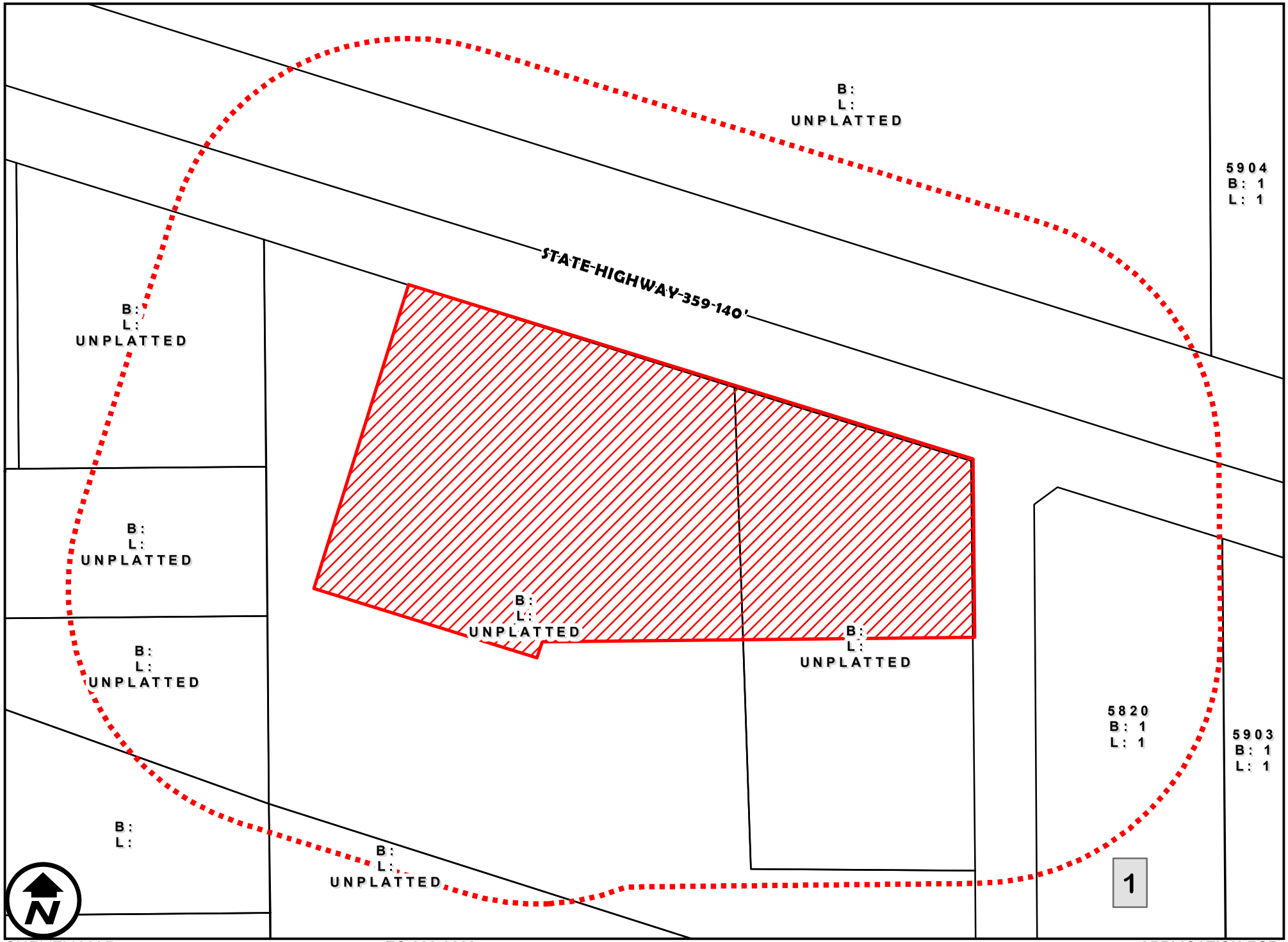
COUNCIL DISTRICT 3

EAST OF OLD MILWAUKEE ROAD AND SOUTH OF STATE HIGHWAY 359

APPLICATION FOR

R-3 (MIXED RESIDENTIAL DISTRICT) AND B-4 (HIGHWAY COMMERCIAL DISTRICT) TO

B-4 (HIGHWAY COMMERCIAL DISTRICT)



SURVEY MAP

1 inch = 100 feet

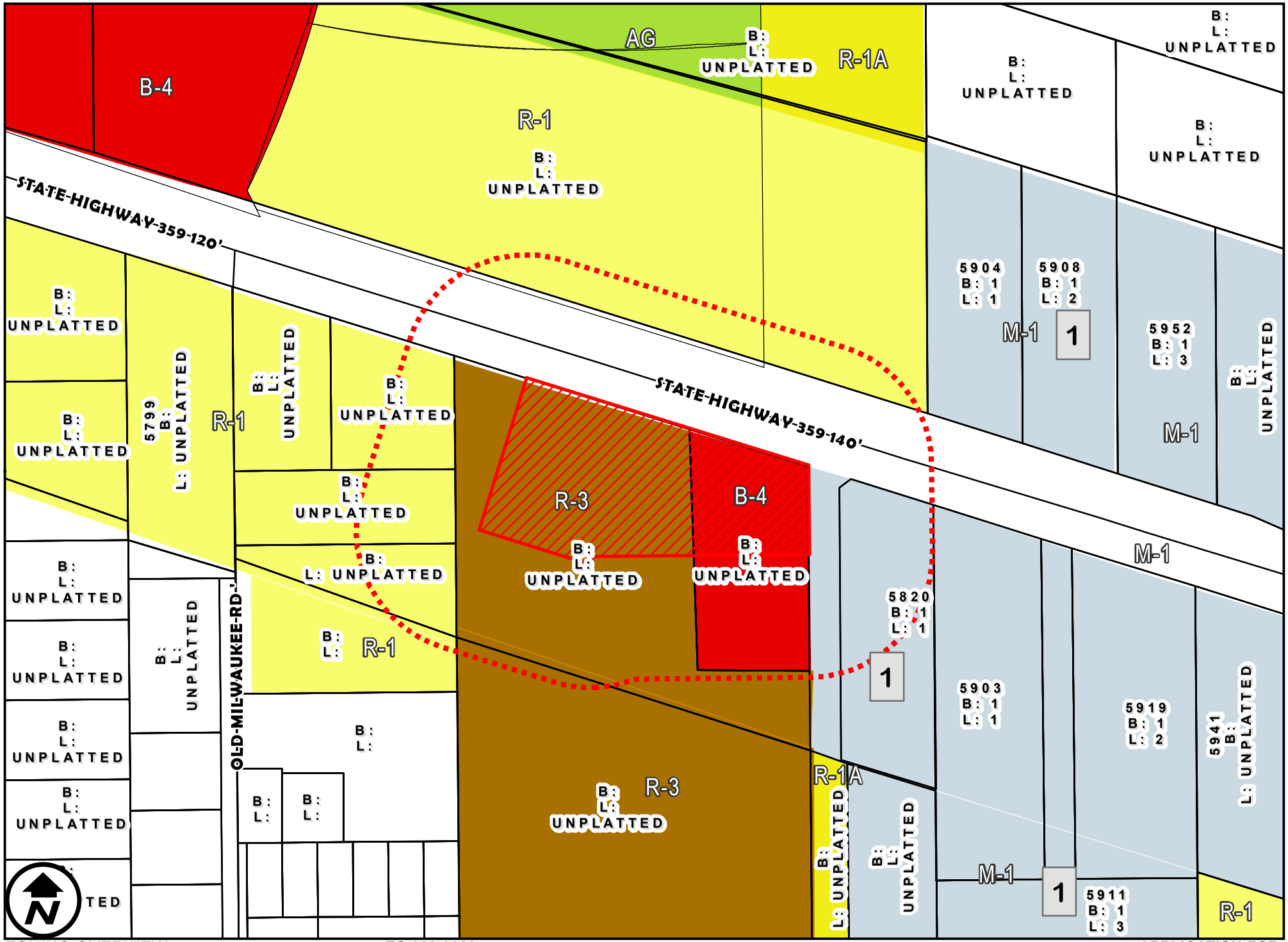
ZC-098-2022

COUNCIL DISTRICT 3

EAST OF OLD MILWAUKEE ROAD AND SOUTH OF STATE HIGHWAY 359

APPLICATION FOR

R-3 (MIXED RESIDENTIAL DISTRICT) AND B-4 (HIGHWAY COMMERCIAL DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT)



ZONING OVERVIEW

1 inch = 200 feet

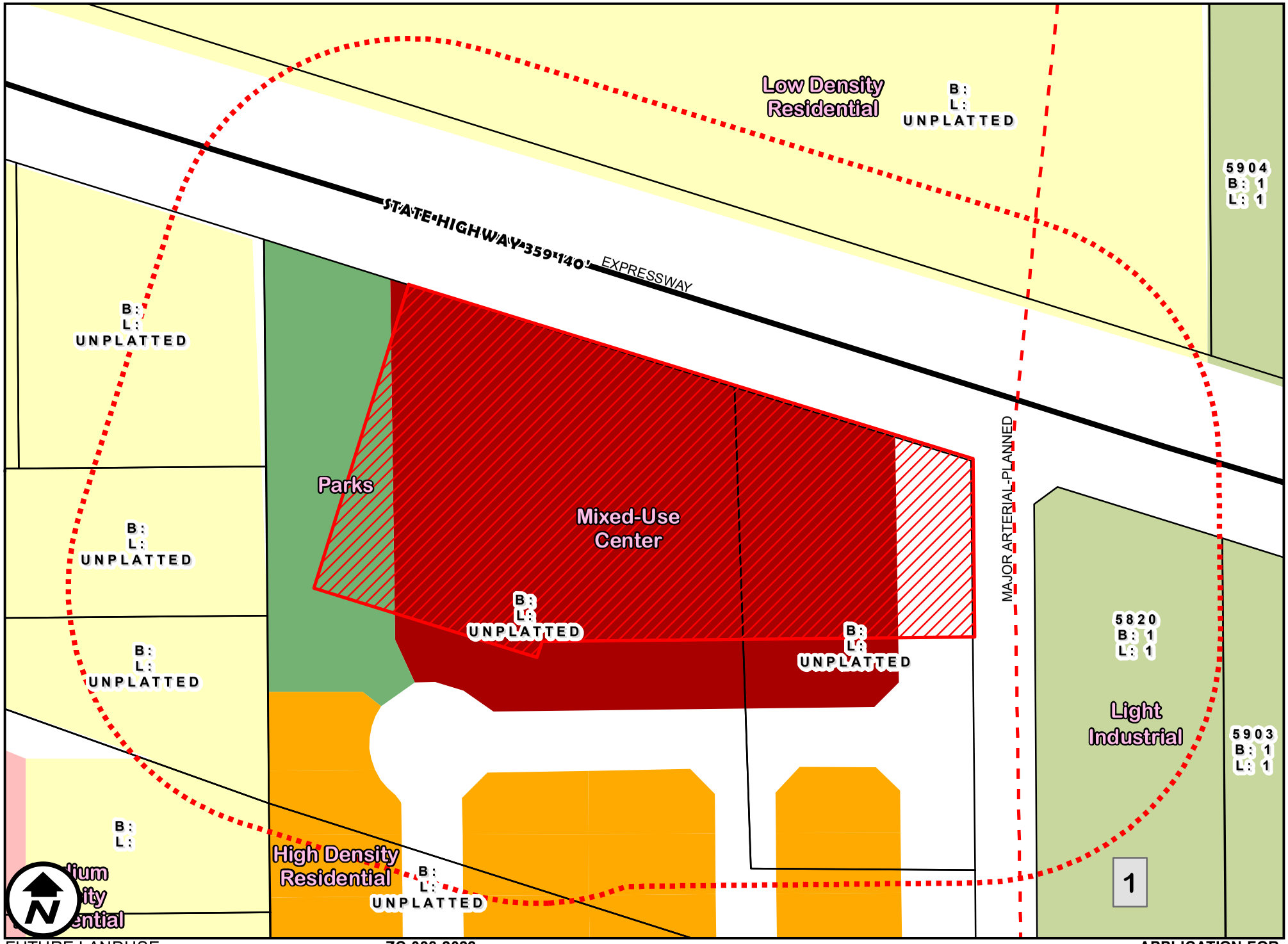
ZC-098-2022

COUNCIL DISTRICT 3

EAST OF OLD MILWAUKEE ROAD AND SOUTH OF STATE HIGHWAY 359

APPLICATION FOR

R-3 (MIXED RESIDENTIAL DISTRICT) AND B-4 (HIGHWAY COMMERCIAL DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT)



FUTURE LANDUSE

1 inch = 100 feet

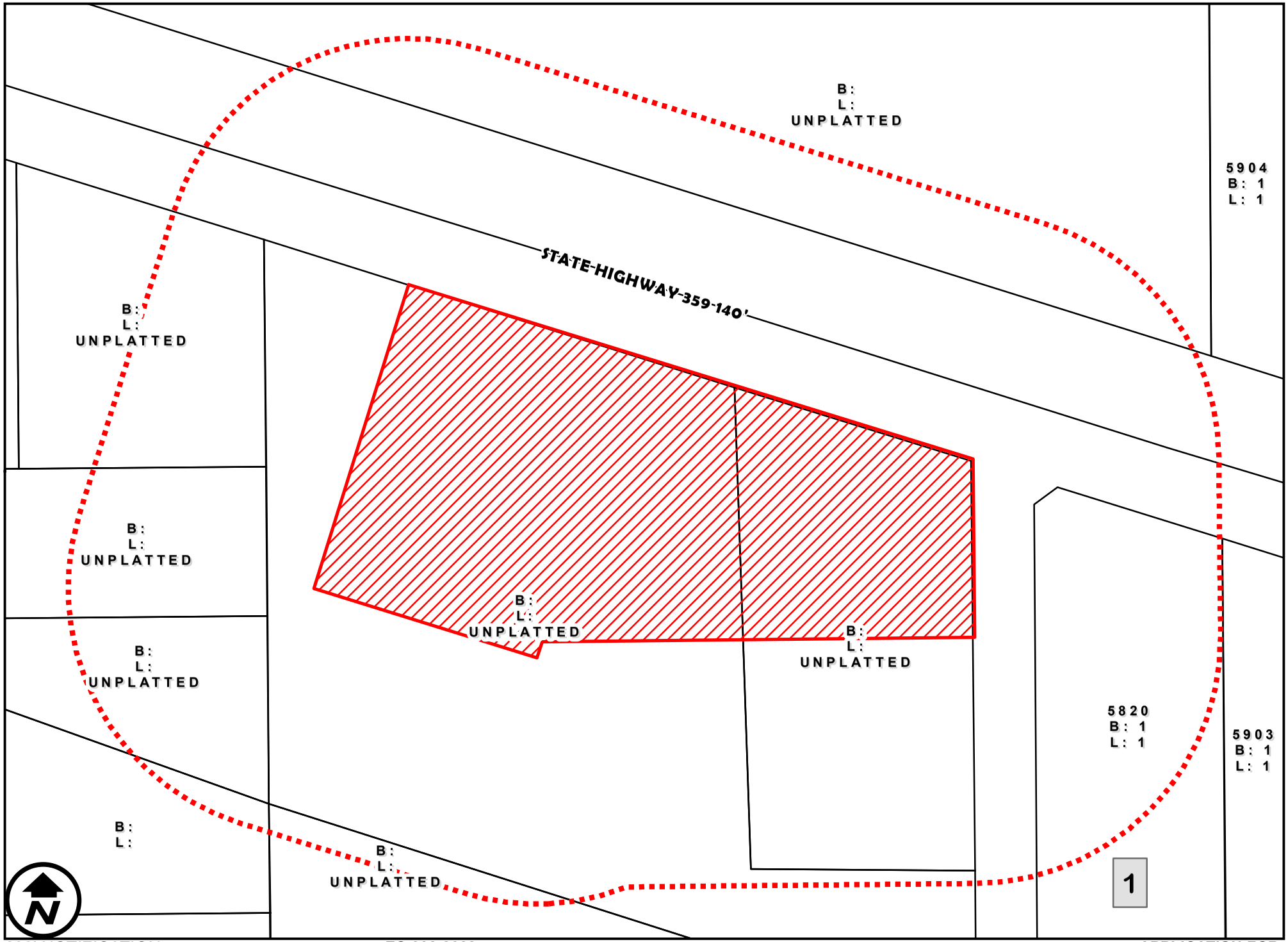
ZC-098-2022

COUNCIL DISTRICT 3

EAST OF OLD MILWAUKEE ROAD AND SOUTH OF STATE HIGHWAY 359

APPLICATION FOR

R-3 (MIXED RESIDENTIAL DISTRICT) AND B-4 (HIGHWAY COMMERCIAL DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT)



200' NOTIFICATION

1 inch = 100 feet

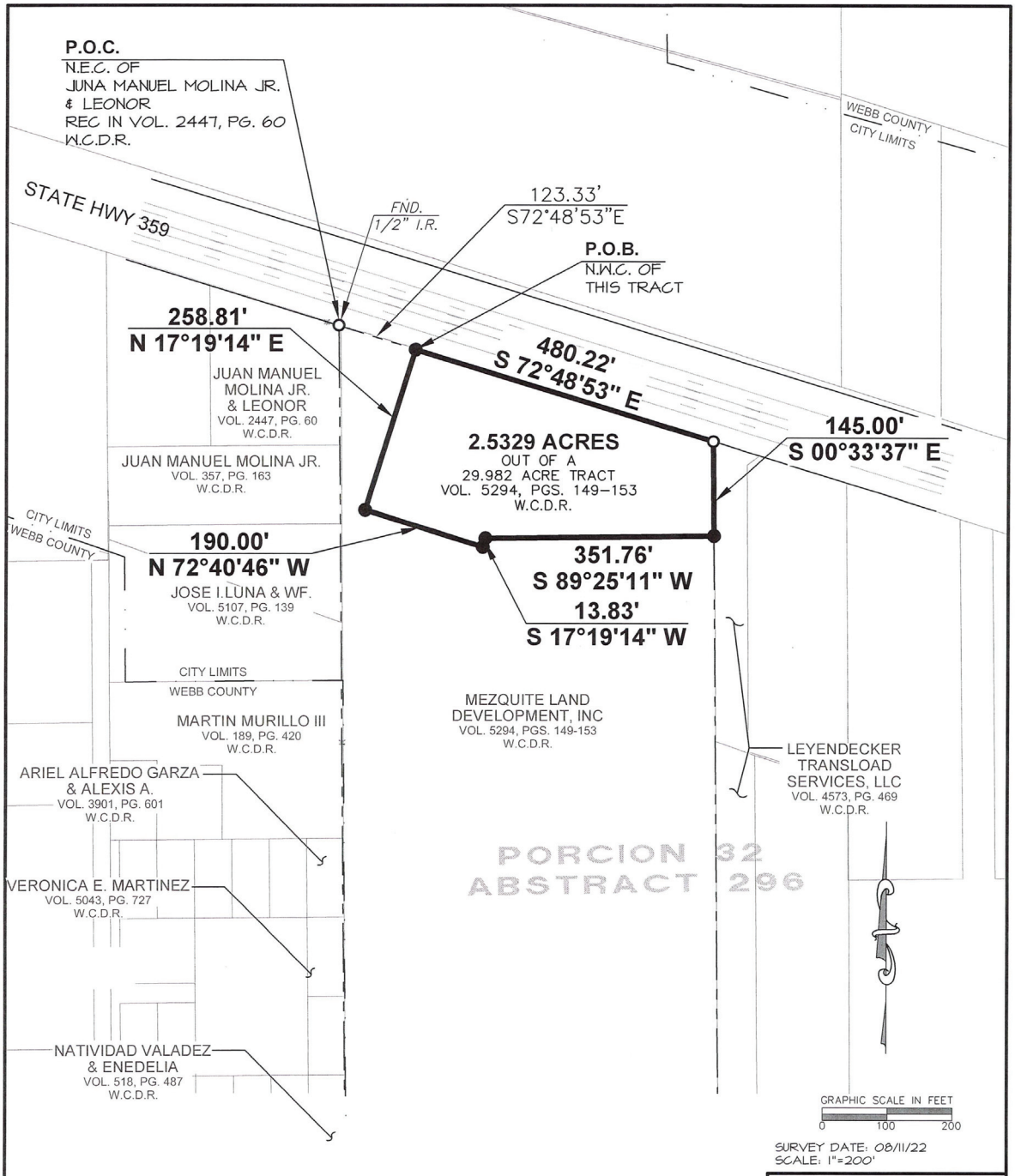
ZC-098-2022

COUNCIL DISTRICT 3

EAST OF OLD MILWAUKEE ROAD AND SOUTH OF STATE HIGHWAY 359

APPLICATION FOR

R-3 (MIXED RESIDENTIAL DISTRICT) AND B-4 (HIGHWAY COMMERCIAL DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT)



SURVEY DATE: 08/11/22
SCALE: 1"=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. 48479C1385C, DATED: APRIL 2, 2008.
3. BASIS OF BEARINGS & DISTANCES: GPS NAD 83 (2011 ADJ.), TEXAS STATE PLANE, 4205 SOUTHZONE.

LEGEND:

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

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 AUGUST, 2022.

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

BOUNDARY SURVEY OF A:

2.5329 ACRE TRACT
OUT OF A 29.982 ACRE TRACT
REC. IN VOL. 5294, PGS. 149-153, W.C.D.R.
PORCION 32, ABSTRACT 296
ANTONIO TREVINO O.G.
CITY OF LAREDO, WEBB COUNTY, TEXAS

PORRAS NANCE ENGINEERING
304 E. CALTON RD.
LAREDO, TEXAS 78041
TBPE F-6205
TBPLS F-10188800
OFFICE (956) 724-3097
www.porrasnance.com

2.5329 ACRE TRACT

Being out and part of
Mezquite Land Development Tract
Recorded in Volume 5294, Pages 149-153, of Webb County Deed Records
Within the limits of the
City of Laredo and Webb County, Texas

Being a tract of land found to contain 2.5329 acres, more or less, situated in Porcion 32, Abstract 296, Antonio Trevino, Original Grantee, within the City Limits of Laredo and Webb County, Texas, out and part of the 29.982Acre Mezquite Land Development, Inc. Tract, recorded in Volume 5294, Pages 149-153 of the Webb County Deed Records; this tract being more particularly described by metes and bounds as follows:

COMMENCING at an ½" iron rod found in the southwesterly right-of-way line of State Highway 359, being the northeast corner of the Juan Molina Tract, recorded in Volume 2447, Page 60, Webb County Deed Records, THENCE South 72°48'53" East, 123.33 Feet, along the southwesterly right-of-way line of State Highway 359, to a ½" iron rod set for the northwest corner of the herein described tract and the **POINT OF BEGINNING;**

THENCE South 72°48'53" East, 480.22 Feet, continuing along the southwesterly right-of-way line of State Highway 359, to a wooden fence corner post found for the northeast corner of said Mezquite Tract and the northeast corner of the herein described tract;

THENCE South 00°33'37" East, 145.00 Feet, along the east boundary line of said Mezquite Tract, to an iron rod set for the southeast corner of this tract;

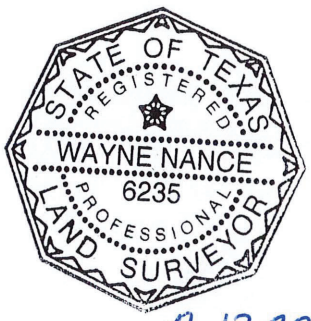
THENCE along the south boundary line of the herein described tract as follows:

South 89°25'11" West, 351.76 Feet, to a ½" iron rod set for a deflection corner to the left;
South 17°19'14" West, 13.83 Feet, to a ½" iron rod set for a deflection corner to the right;
North 72°40'46" West, 190.00 Feet, to a ½" iron rod set for the southwest corner of this tract;

THENCE North 17°19'14" East, 258.81 Feet, to a ½" iron rod set in the southwesterly right-of-way line of State Highway 359 for the northwest corner of the herein described tract and the **POINT OF BEGINNING.**

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

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



8-12-22

Witness my Hand and Seal

Wayne Nance, R.P.L.S

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING OF APPROXIMATELY 2.53 ACRES, SITUATED IN PORCION 32, ABSTRACT 296, ANTONIO TREVINO, ORIGINAL GRANTEE, WITHIN THE CITY LIMITS OF LAREDO AND WEBB COUNTY, TEXAS, OUT AND PART OF THE 29.982 ACRE MEZQUITE LAND DEVELOPMENT, INCORPORATED TRACT, RECORDED IN VOLUME 5294, PAGES 149-153 OF THE WEBB COUNTY DEED RECORDS, LOCATED EAST OF OLD MILWAUKEE ROAD AND SOUTH OF STATE HIGHWAY 359, FROM R-3 (MIXED RESIDENTIAL DISTRICT) AND B-4 (HIGHWAY COMMERCIAL 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 2.53 acres, situated in Porcion 32, Abstract 296, Antonio Trevino, Original Grantee, within the City Limits of Laredo and Webb County, Texas, out and part of the 29.982 Acre Mezquite Land Development, Incorporated Tract, recorded in Volume 5294, Pages 149-153 of the Webb County Deed Records, located east of Old Milwaukee Road and South of State Highway 359, from R-3 (Mixed Residential District) and B-4 (Highway Commercial 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 September 15, 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 October 17, 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 2.53 acres, situated in Porcion 32, Abstract 296, Antonio Trevino, Original Grantee, within the City Limits of Laredo and Webb County, Texas, out and part of the 29.982 Acre Mezquite Land Development, Incorporated Tract, recorded in Volume 5294, Pages 149-153 of the Webb County Deed Records, located east of Old Milwaukee Road and South of State Highway 359, from R-3 (Mixed Residential District) and B-4 (Highway Commercial 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, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

Public Hearings (also Intro Ord) 9.

City Council-Regular

Meeting Date: 10/17/2022

Initiated By: Riazul Mia, Assistant City Manager

Initiated By: Mezquite Land Development Inc., Owner; Porras Nance Engineering, Applicant/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 approximately 27.449 acres, situated in Porcion 32, Abstract 296, Antonio Trevino, Original Grantee, within the City Limits of Laredo and Webb County, Texas, out and part of the 29.982 Acre Mezquite Land Development, Incorporated Tract, recorded in Volume 5294, pages 149-153 of the Webb County Deed Records, located east of Old Milwaukee Road and south of State Highway 359, from R-3 (Mixed Residential District) and B-4 (Highway Commercial District) to R-1B (Single Family High Density District).

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

ZC-099-2022
District III

PREVIOUS COUNCIL ACTION

None.

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 vacant undeveloped land. To the east of the site is Leyendecker Yard. To the south of the site is vacant undeveloped land. To the west of the site is residential uses, vacant undeveloped land, and commercial uses, which include, La Flecha Materials, AG Doors Inc., and Alamo Fireworks.

Comprehensive Plan: The Future Land Use Map recognizes this area as High Density Residential, Mixed-Use Center, and Parks
https://www.cityoflaredo.com/LaredoPlanning/wp-content/uploads/2021/03/viva-laredo-city-of-laredo-comprehensive-plan.pdf#page=39

Transportation Plan: The Long Range Thoroughfare Plan identifies State Highway 359 as an Expressway.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

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

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a 5 to 1 vote recommended **approval** 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 and Parks, which does not allow R-1B zoning districts, but it is in conformance with the Comprehensive Plan's designation as Mixed-Use Center.
2. It is anticipated to have a negative impact in the surrounding area or neighborhood.

Staff **does not support** the application.

R-1B. The purpose of the R-1B (Single Family High Density 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 3,000 square feet.

Is this change contrary to the established land use pattern?
To the north and south of the site is vacant undeveloped land. To the east of the site is light manufacturing uses.To the west of the site is residential and commercial uses.

Would this change create an isolated zoning district unrelated to surrounding districts?
Yes. The site abuts a large area of R-1, R-1A, R-2, and M-1.

Will change adversely influence living conditions in the neighborhood?
It 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?

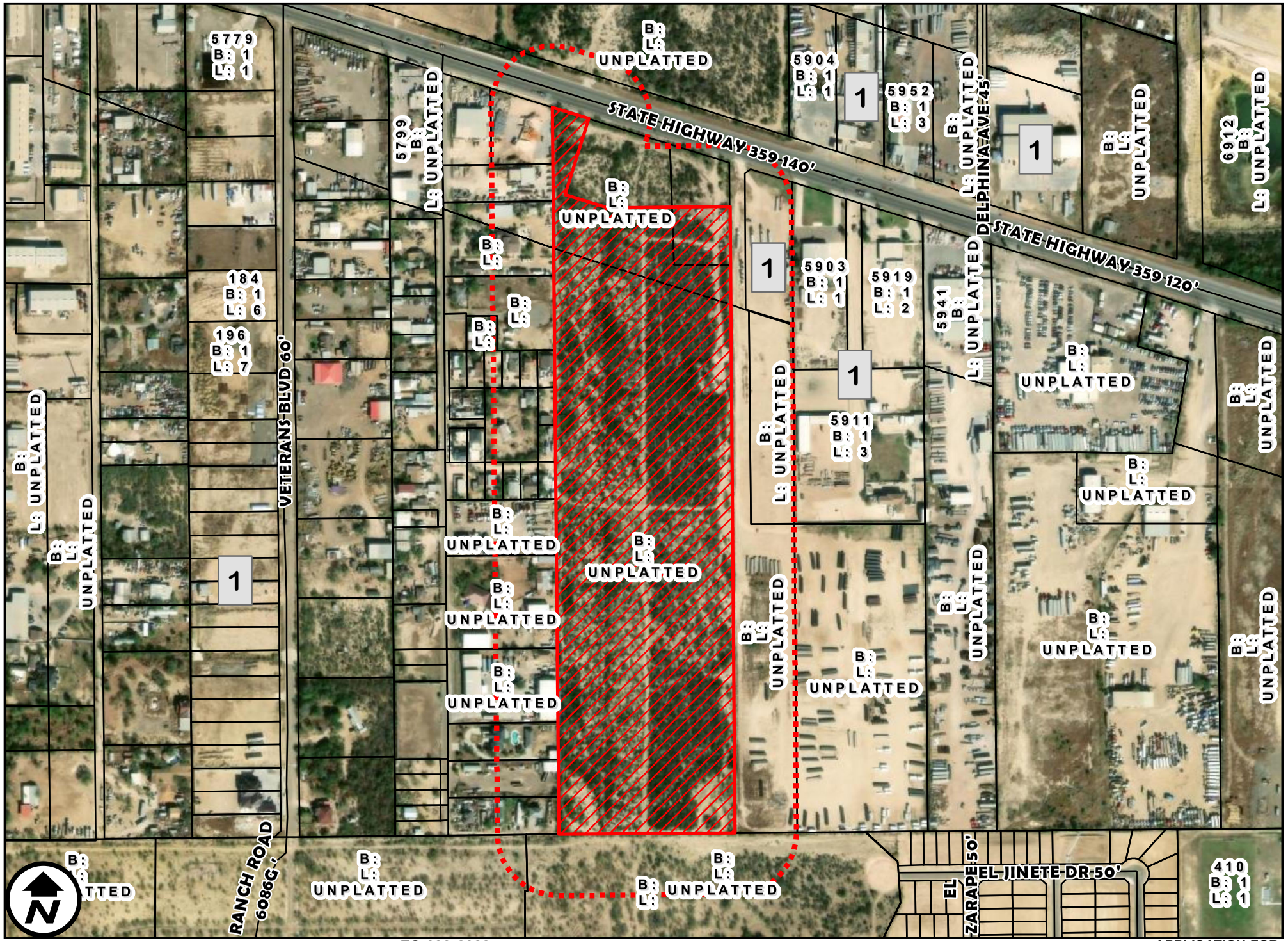
Yes. The existing R-3 and B-4 zones does not allow for single family high density uses intended by the applicant.

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 - Draft



AERIAL MAP

1 inch = 400 feet

ZC-099-2022

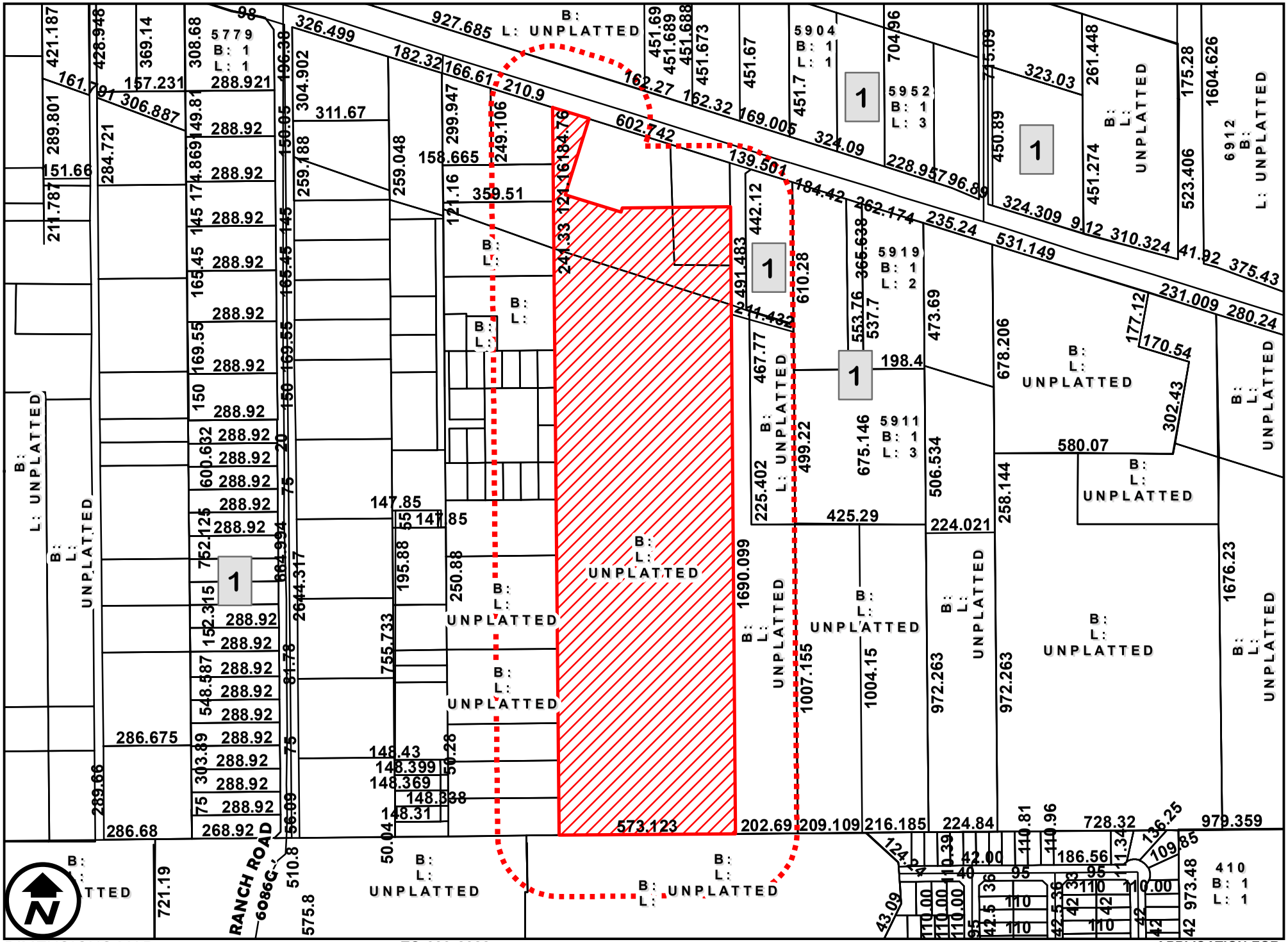
COUNCIL DISTRICT 3

EAST OF OLD MILWAUKEE ROAD AND SOUTH OF STATE HIGHWAY 359

APPLICATION FOR

R-3 (MIXED RESIDENTIAL DISTRICT) AND B-4 (HIGHWAY COMMERCIAL DISTRICT) TO

R-1B (SINGLE FAMILY DENSITY DISTRICT)



DIMENSIONS MAP

1 inch = 400 feet

ZC-099-2022

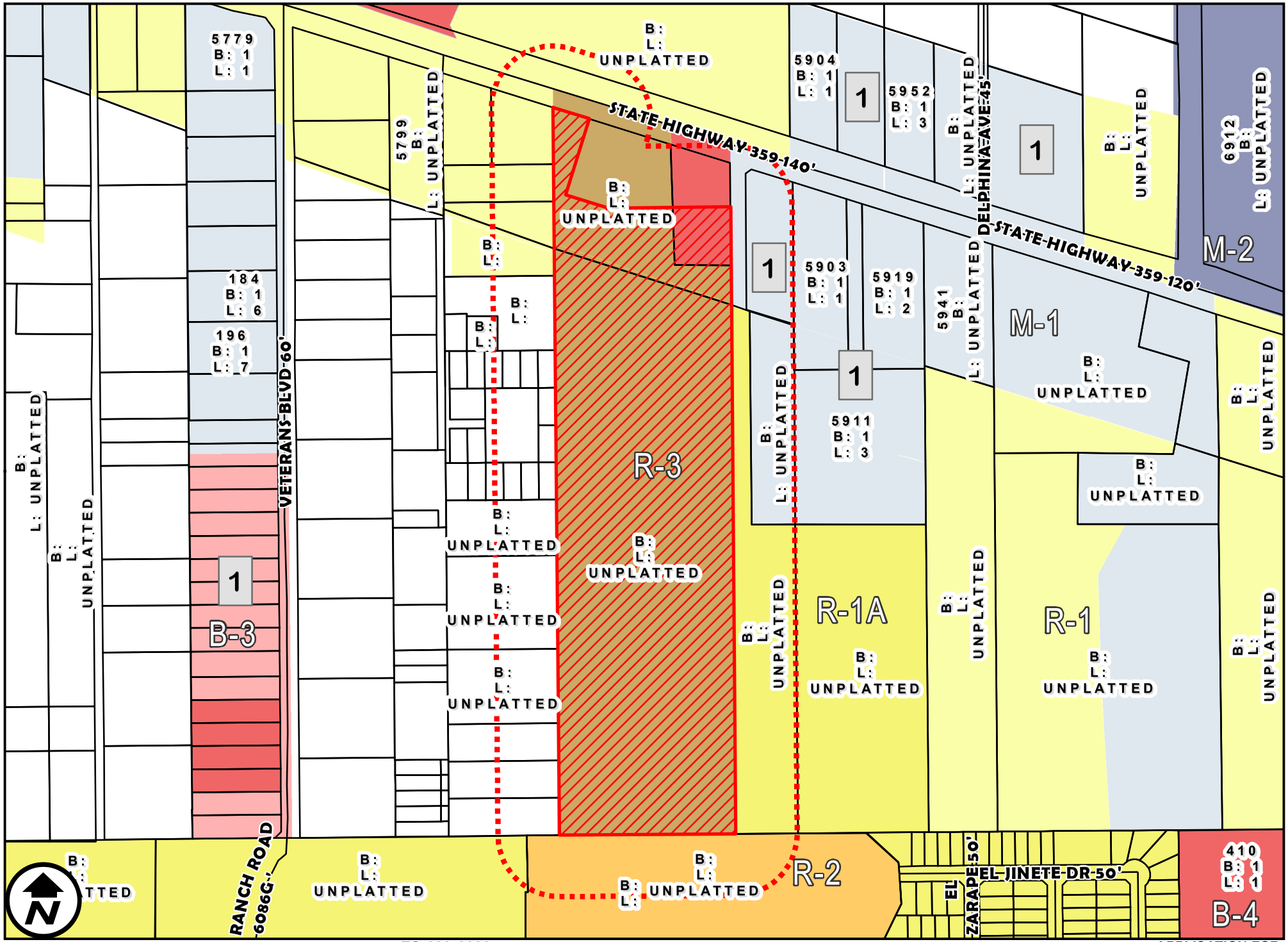
COUNCIL DISTRICT 3

EAST OF OLD MILWAUKEE ROAD AND SOUTH OF STATE HIGHWAY 359

APPLICATION FOR

R-3 (MIXED RESIDENTIAL DISTRICT) AND B-4 (HIGHWAY COMMERCIAL DISTRICT) TO

R-1B (SINGLE FAMILY DENSITY DISTRICT)



ZONING MAP

1 inch = 400 feet

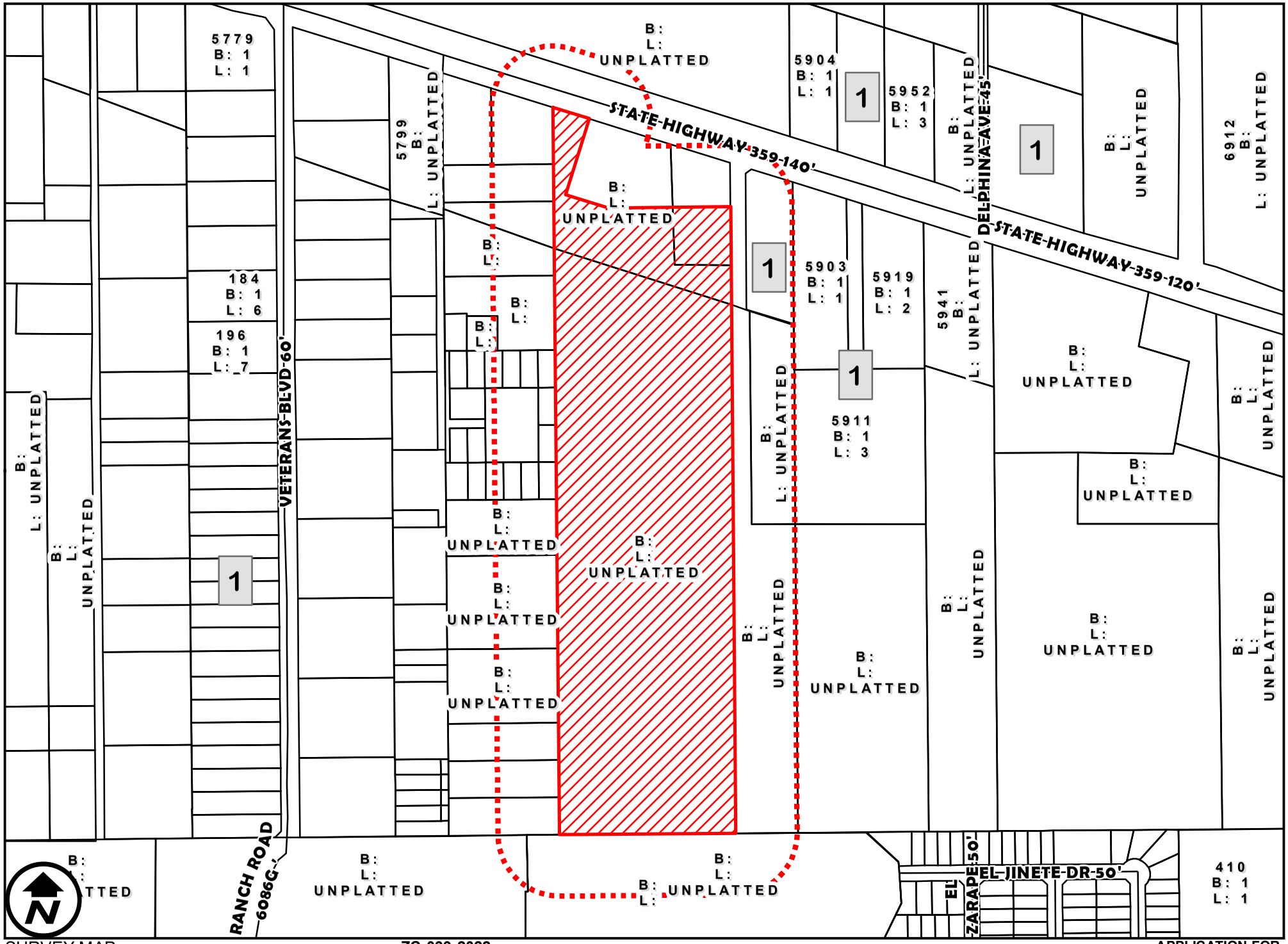
ZC-099-2022

COUNCIL DISTRICT 3

EAST OF OLD MILWAUKEE ROAD AND SOUTH OF STATE HIGHWAY 359

APPLICATION FOR

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



SURVEY MAP

1 inch = 400 feet

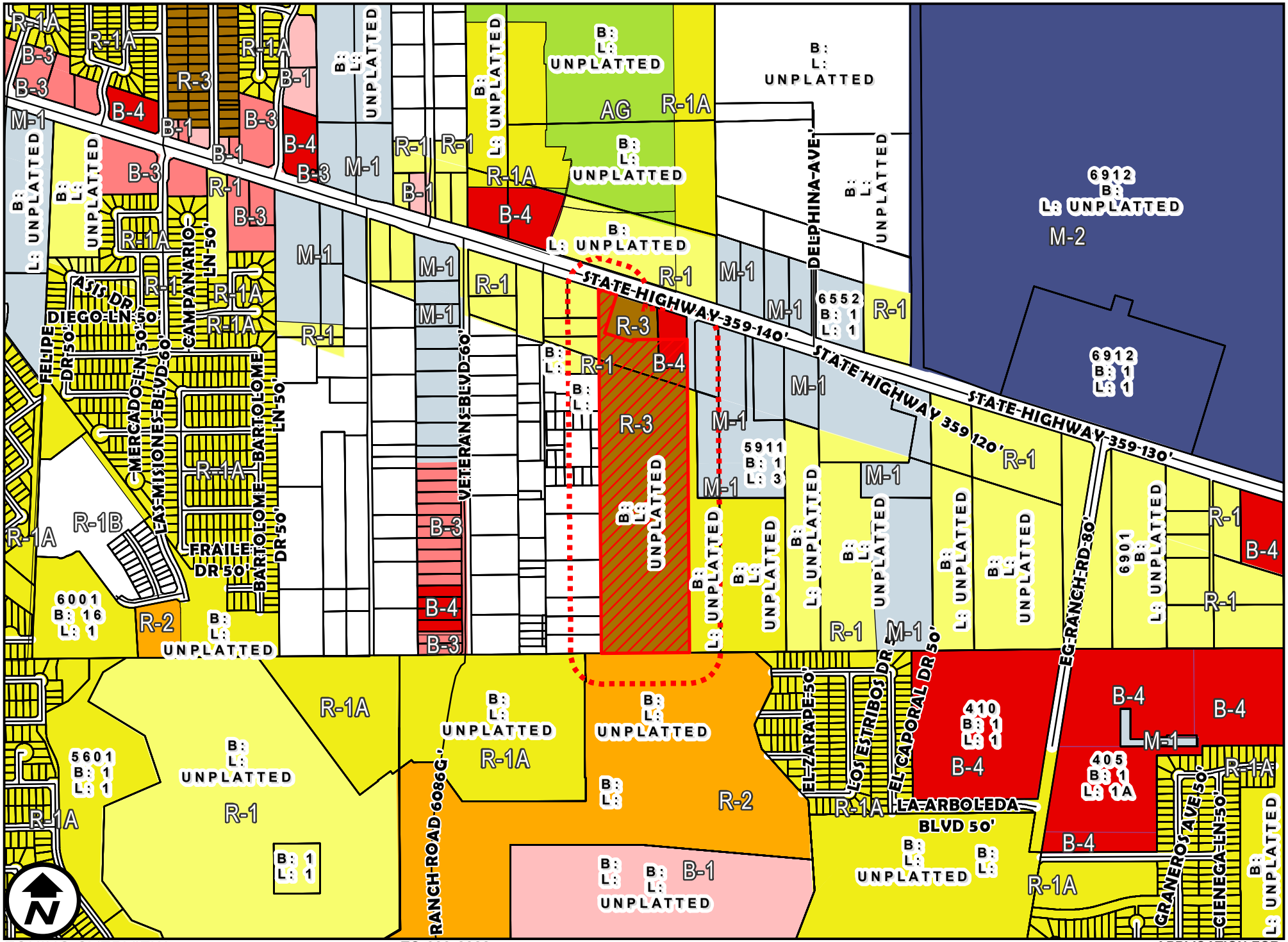
ZC-099-2022

COUNCIL DISTRICT 3

EAST OF OLD MILWAUKEE ROAD AND SOUTH OF STATE HIGHWAY 359

APPLICATION FOR

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



ZONING OVERVIEW

1 inch = 800 feet

ZC-099-2022

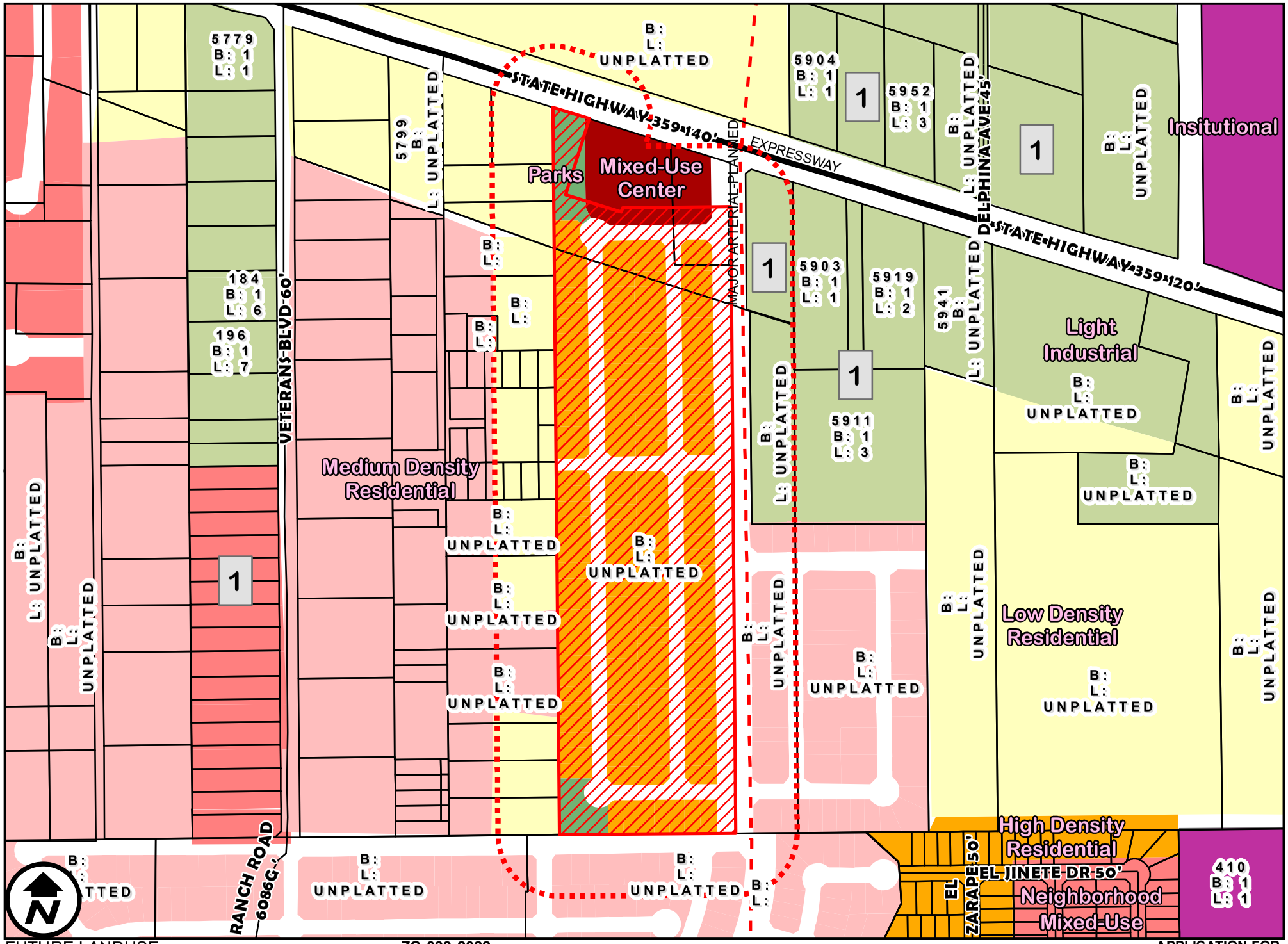
COUNCIL DISTRICT 3

EAST OF OLD MILWAUKEE ROAD AND SOUTH OF STATE HIGHWAY 359

APPLICATION FOR

R-3 (MIXED RESIDENTIAL DISTRICT) AND B-4 (HIGHWAY COMMERCIAL DISTRICT) TO

R-1B (SINGLE FAMILY DENSITY DISTRICT)



FUTURE LANDUSE

1 inch = 400 feet

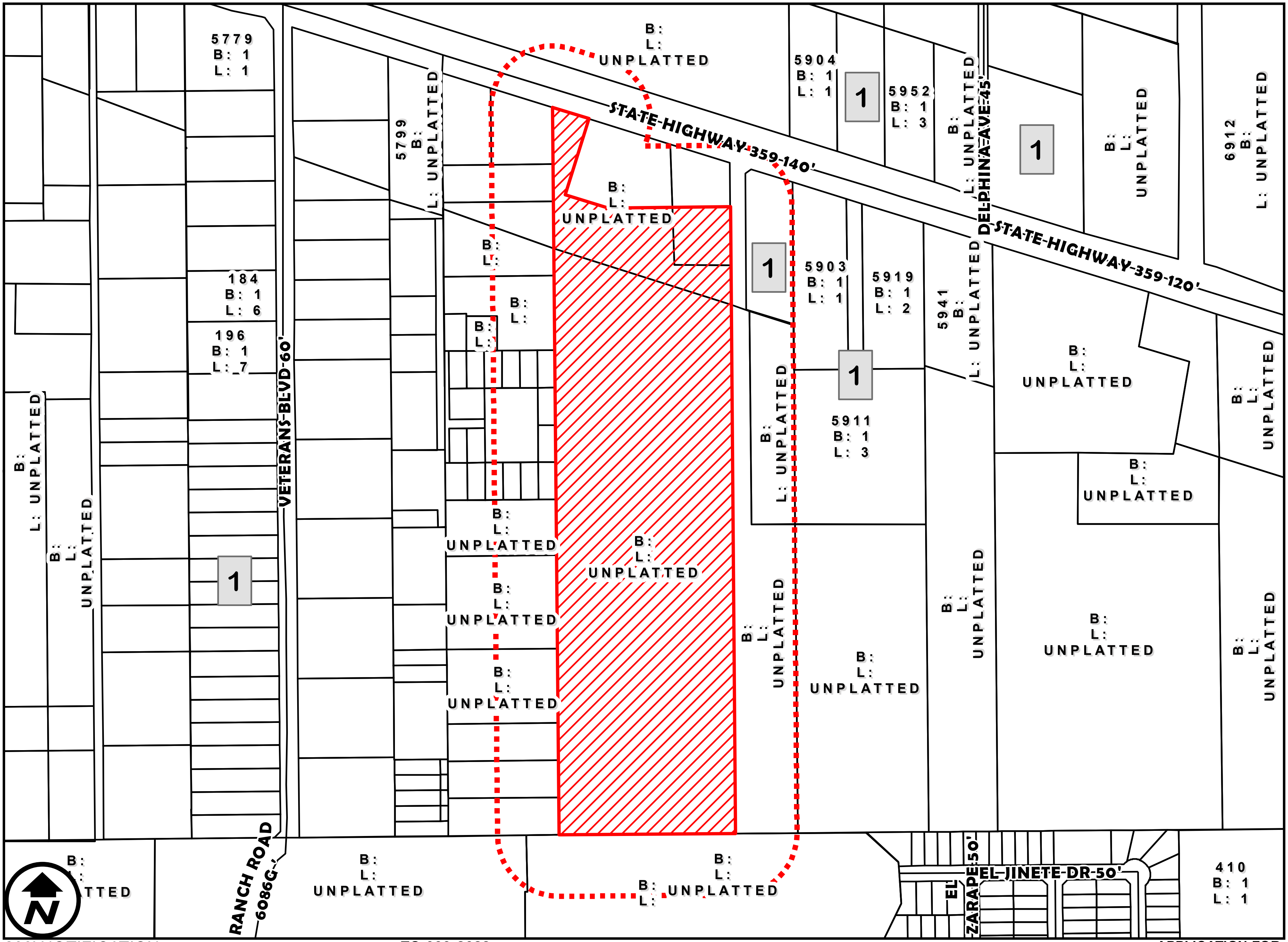
ZC-099-2022

COUNCIL DISTRICT 3

EAST OF OLD MILWAUKEE ROAD AND SOUTH OF STATE HIGHWAY 359

APPLICATION FOR

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



200' NOTIFICATION

1 inch = 400 feet

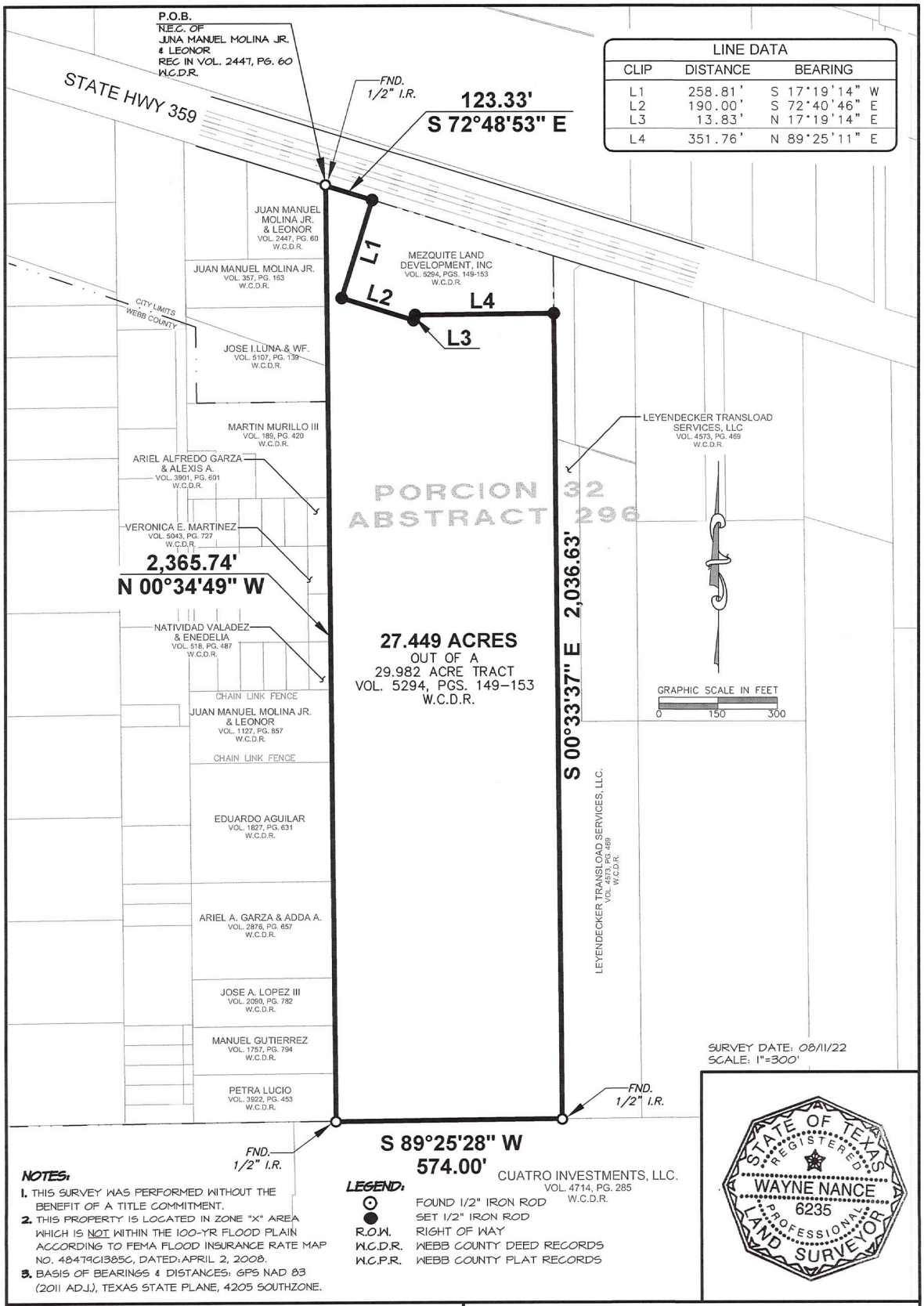
ZC-099-2022

COUNCIL DISTRICT 3

EAST OF OLD MILWAUKEE ROAD AND SOUTH OF STATE HIGHWAY 359

APPLICATION FOR

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



LINE DATA		
CLIP	DISTANCE	BEARING
L1	258.81'	S 17°19'14" W
L2	190.00'	S 72°40'46" E
L3	13.83'	N 17°19'14" E
L4	351.76'	N 89°25'11" E

SURVEY DATE: 08/11/22
SCALE: 1"=300'

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. 48479C1385C, DATED: APRIL 2, 2008.
3. BASIS OF BEARINGS & DISTANCES: GPS NAD 83 (2011 ADJ.), TEXAS STATE PLANE, 4205 SOUTHZONE.

LEGEND:

- ⊙ FOUND 1/2" IRON ROD
- ● SET 1/2" IRON ROD
- R.O.W. RIGHT OF WAY
- W.C.D.R. WEBB COUNTY DEED RECORDS
- W.C.P.R. WEBB COUNTY PLAT RECORDS

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 AUGUST, 2022.

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

BOUNDARY SURVEY OF A:

27.449 ACRE TRACT
OUT OF A 29.982 ACRE TRACT
REC. IN VOL. 5294, PGS. 149-153, W.C.D.R.
PORCION 32, ABSTRACT 296
ANTONIO TREVINO O.G.
CITY OF LAREDO, WEBB COUNTY, TEXAS

PORRAS NANCE ENGINEERING
304 E. CALTON RD.
LAREDO, TEXAS 78041
TBPE F-6205
TBPLS F-10188800
OFFICE (956) 724-3097
www.porrasnance.com

27.449 ACRE TRACT

Being out and part of

Mezquite Land Development Tract

Recorded in Volume 5294, Pages 149-153, of Webb County Deed Records

Within the limits of the

City of Laredo and Webb County, Texas

Being a tract of land found to contain 27.449 acres, more or less, situated in Porcion 32, Abstract 296, Antonio Trevino, Original Grantee, within the City Limits of Laredo and Webb County, Texas, out and part of the 29.982Acre Mezquite Land Development, Inc. Tract, recorded in Volume 5294, Pages 149-153 of the Webb County Deed Records; this tract being more particularly described by metes and bounds as follows:

BEGINNING at an ½" iron rod found in the southwesterly right-of-way line of State Highway 359, being the northeast corner of the Juan Molina Tract, recorded in Volume 2447, Page 60, Webb County Deed Records for the northwest corner of the herein described tract and the **POINT OF BEGINNING;**

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

South 72°48'53" East, 123.33 Feet, along the southwesterly right-of-way line of State Highway 359, to a ½" iron rod set for a deflection corner the right;
South 17°19'14" West, 258.81 Feet, to a ½" iron rod set for a deflection corner to the left;
South 72°40'46" East, 190.00 Feet, to a ½" iron rod set for a deflection corner to the left;
North 17°19'14" East, 13.83 Feet, to a ½" iron rod set for a deflection corner to the right;
North 89°25'11" East, 351.76 Feet, to a ½" iron rod set in the east boundary line of said Mezquite Tract, for the northeast corner of this tract;

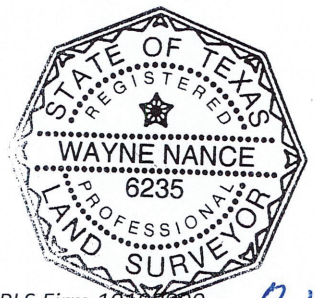
THENCE South 00°33'37" East, 2,036.63 Feet, along the east boundary line of said Mezquite Tract, to an iron rod found for the southeast corner of this tract;

THENCE South 89°25'28" West, 574.00 Feet, along the south boundary line of said Mezquite Tract, to an iron rod found for the southwest corner of this tract;

THENCE North 00°34'49" West, 2,365.74 Feet, along the west boundary line of said Mezquite Tract, to an iron rod found in the southwesterly right-of-way line of State Highway 359 for the northwest corner of the herein described tract and the **POINT OF BEGINNING.**

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

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



Witness my Hand and Seal

Wayne Nance, R.P.L.S

8-12-22

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING OF APPROXIMATELY 27.449 ACRES, SITUATED IN PORCION 32, ABSTRACT 296, ANTONIO TREVINO, ORIGINAL GRANTEE, WITHIN THE CITY LIMITS OF LAREDO AND WEBB COUNTY, TEXAS, OUT AND PART OF THE 29.982 ACRE MEZQUITE LAND DEVELOPMENT, INCORPORATED TRACT, RECORDED IN VOLUME 5294, PAGES 149-153 OF THE WEBB COUNTY DEED RECORDS, LOCATED EAST OF OLD MILWAUKEE ROAD AND SOUTH OF STATE HIGHWAY 359, FROM R-3 (MIXED RESIDENTIAL DISTRICT) AND B-4 (HIGHWAY COMMERCIAL DISTRICT) TO R-1B (SINGLE FAMILY HIGH DENSITY DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner of approximately 27.449 acres, situated in Porcion 32, Abstract 296, Antonio Trevino, Original Grantee, within the City Limits of Laredo and Webb County, Texas, out and part of the 29.982 Acre Mezquite Land Development, Incorporated Tract, recorded in Volume 5294, Pages 149-153 of the Webb County Deed Records, located east of Old Milwaukee Road and South of State Highway 359, from R-3 (Mixed Residential District) and B-4 (Highway Commercial District) to R-1B (Single Family High Density District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on September 15, 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 October 17, 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 27.449 acres, situated in Porcion 32, Abstract 296, Antonio Trevino, Original Grantee, within the City Limits of Laredo and Webb County, Texas, out and part of the 29.982 Acre Mezquite Land Development, Incorporated Tract, recorded in Volume 5294, Pages 149-153 of the Webb County Deed Records, located east of Old Milwaukee Road and South of State Highway 359, from R-3 (Mixed Residential District) and B-4 (Highway Commercial District) to R-1B (Single Family High Density 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, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

Public Hearings (also Intro Ord) 10.

City Council-Regular

Meeting Date: 10/17/2022

Initiated By: Riazul Mia, Assistant City Manager

Initiated By: Gateway Builders, LTD., Owner; Telissa L. Molano, 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 amending Ordinance 2007-O-050, which authorized a Special Use Permit for a Mini Storage/Warehouse on Lots 1,2,3,4,5,6,7, and 8, Block 1068, Eastern Division, located at 1320 South Meadow Avenue, in order to add approximately 1.46 acres, as further described in attached Exhibit A, north of the existing mini-storage.

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

ZC-101-2022
District II

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: II - Cm. Vidal Rodriguez

Proposed use: Mini Storage/Warehouse

Site: The site is currently occupied by an existing mini-storage, South Meadow Self Storage, and is currently vacant undeveloped land.

Surrounding land uses: To the north of the site is Priscillas Diamond Hall and Chacon Bat Park. To the east of the site is Leal Muffler Shop, Xtreme Auto Detailing, Nany's Auto Glass, Fruits and Plants Galvan, and residential uses. To the south and west of the site is vacant undeveloped land.

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=39

Transportation Plan: The Long Range Thoroughfare Plan identifies South Meadow Avenue as a Major Collector.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.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 Special Use Permit Amendment.

STAFF RECOMMENDATION

Staff **supports** the proposed Special Use Permit Amendment for the following reasons:

1. All conditions other than the amendment of the site plan clause shall remain the same.
2. On August 26, 2022, zoning officers conducted an inspection of the site and found the location to be in compliance with the existing CUP conditions.
3. No citations have been issued to this location for non-compliance with the existing conditions and any other city regulations.

If approved, Staff recommends the continuance of the following provisions from the existing Ordinance 2007-O-050, except the site plan amendment to adding approximately 1.4666 acres on the current site plan:

1. The facility's exterior lighting shall be low impact and directed towards the ground and away from any abutting residential zones or uses including multi-family dwellings.
2. No less than 5% of the total area of the proposed tract for development shall be reserved for landscape purposes in addition to those provisions established in Section 24-83, "Trees and Shrubs," of the Laredo Land Development Code.
3. Dumpsters, trash bins, or locations for refuse collection shall be permitted.
4. Flammable, combustibles, corrosives, toxins, nuclear waste, hazardous waste water, or any material requiring placards for transport shall not be permitted. No permits for stor-age of any like materials issued by the Laredo Fire Department shall supersede this provi-sion.
5. ~~The permit is issued to Gateway Builders, Ltd. and is nontransferable.~~
6. A seven (7) foot opaque fence shall be provided adjacent to residential zones/uses.
7. ~~The Special Use Permit is restricted to the site plan, exhibit "A," which is made a part hereof for all purposes~~. The Special Use Permit is restricted to the amended site plan to add storage units, landscaping, and parking.
8. Parking must comply with all relevant provisions of the Laredo Land Development Code.

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?
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 underlying zone requires the SUP overlay to allow for a mini storage/warehouse.

Fiscal Impact

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

Attachments

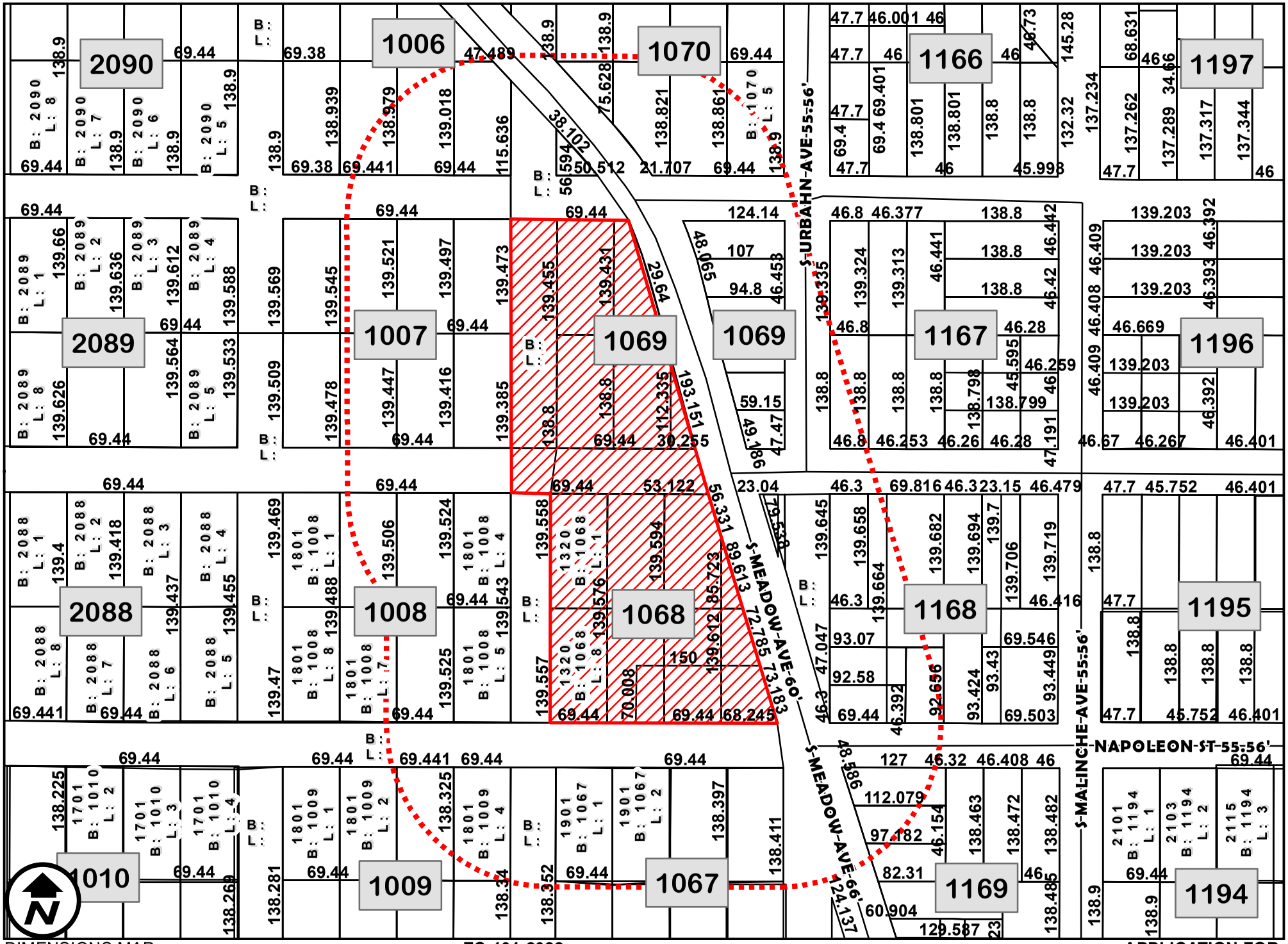
Maps
Survey(Exhibit A)
Site Plan
Narrative
Ordinance - Draft

AERIAL MAP

1 inch = 150 feet

ZC-101-2022
COUNCIL DISTRICT 2
1320 SOUTH MEADOW AVENUE

APPLICATION FOR
B-1 (LIMITED BUSINESS DISTRICT) TO
S.U.P. AMENDMENT FOR MINI STORAGE / WAREHOUSE

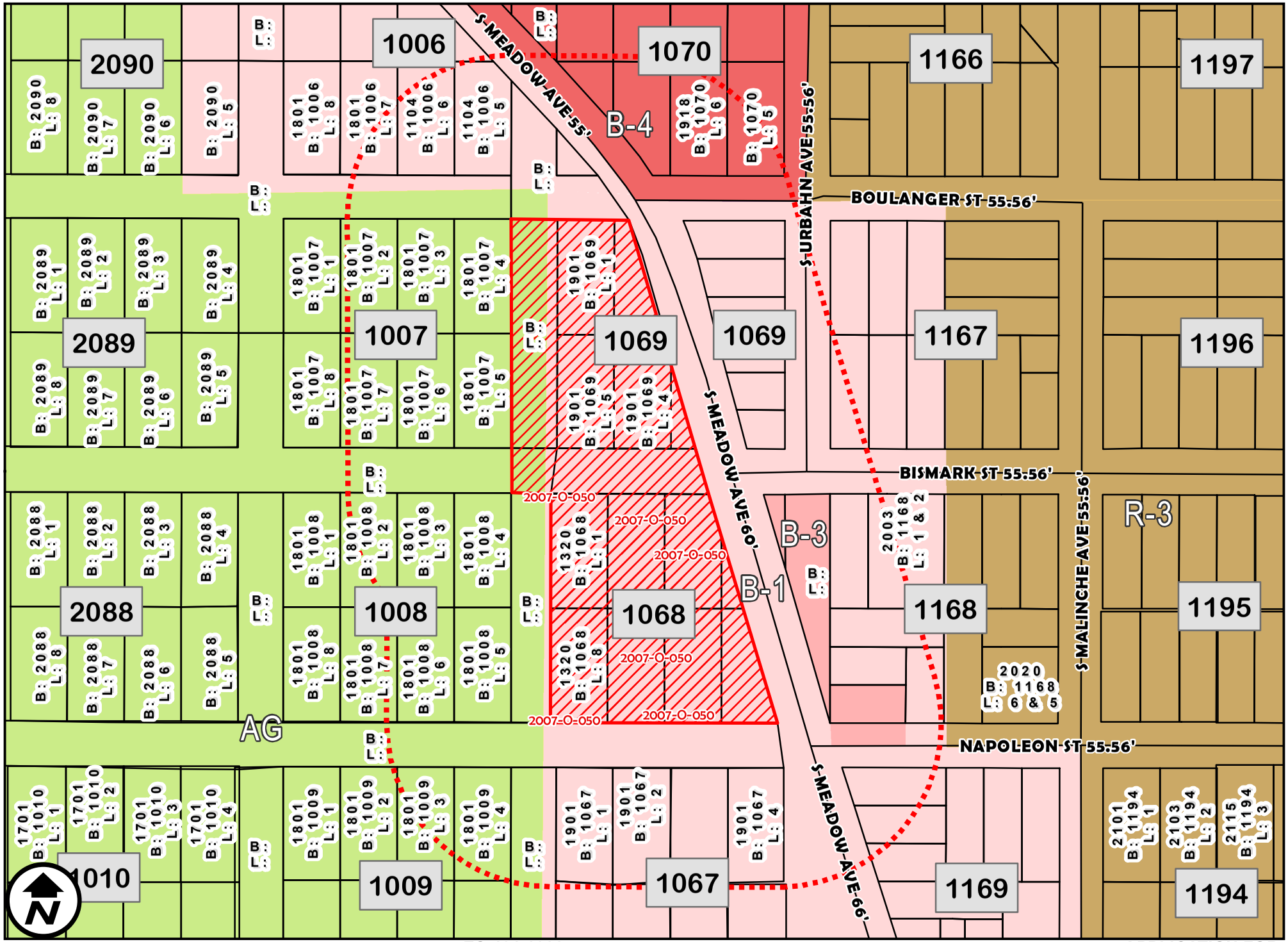


DIMENSIONS MAP

1 inch = 150 feet

ZC-101-2022
COUNCIL DISTRICT 2
1320 SOUTH MEADOW AVENUE

APPLICATION FOR
B-1 (LIMITED BUSINESS DISTRICT) TO
S.U.P. AMENDMENT FOR MINI STORAGE / WAREHOUSE

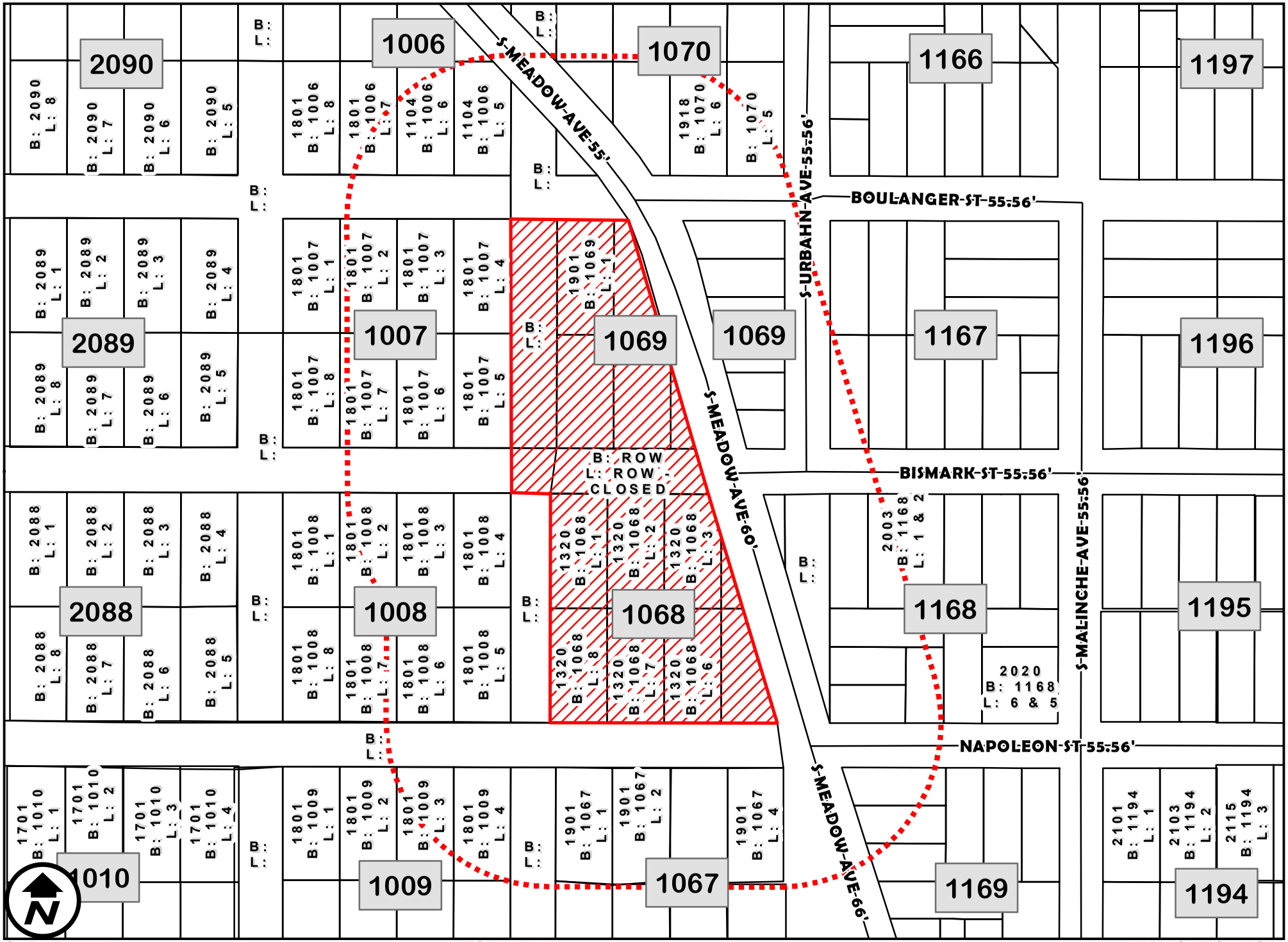


ZONING MAP

1 inch = 150 feet

ZC-101-2022
COUNCIL DISTRICT 2
1320 SOUTH MEADOW AVENUE

APPLICATION FOR
B-1 (LIMITED BUSINESS DISTRICT) TO
S.U.P. AMENDMENT FOR MINI STORAGE / WAREHOUSE



SURVEY MAP

1 inch = 150 feet

ZC-101-2022
COUNCIL DISTRICT 2
1320 SOUTH MEADOW AVENUE

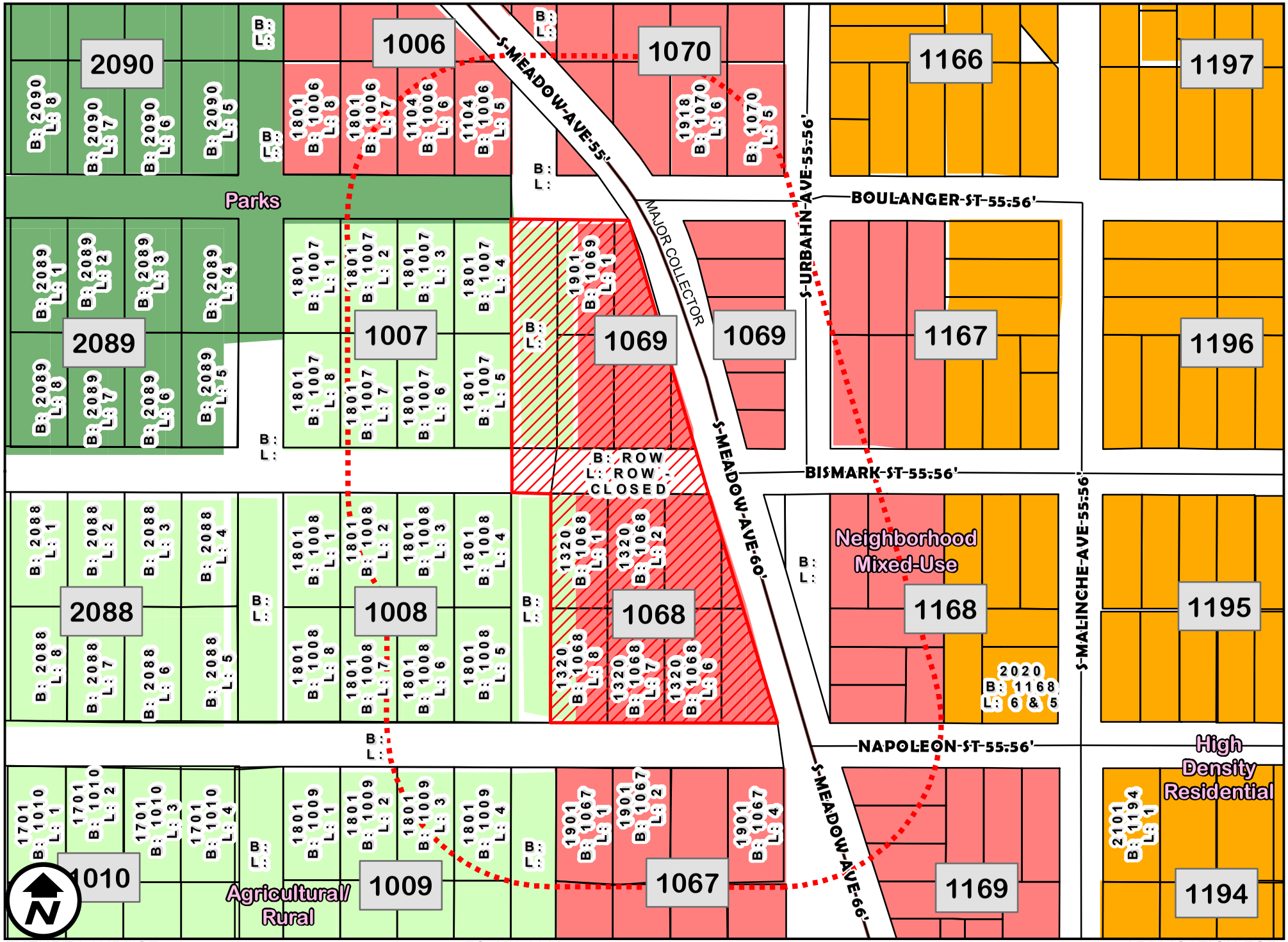
APPLICATION FOR
B-1 (LIMITED BUSINESS DISTRICT) TO
S.U.P. AMENDMENT FOR MINI STORAGE / WAREHOUSE

ZONING OVERVIEW

1 inch = 300 feet

ZC-101-2022
COUNCIL DISTRICT 2
1320 SOUTH MEADOW AVENUE

APPLICATION FOR
B-1 (LIMITED BUSINESS DISTRICT) TO
S.U.P. AMENDMENT FOR MINI STORAGE / WAREHOUSE

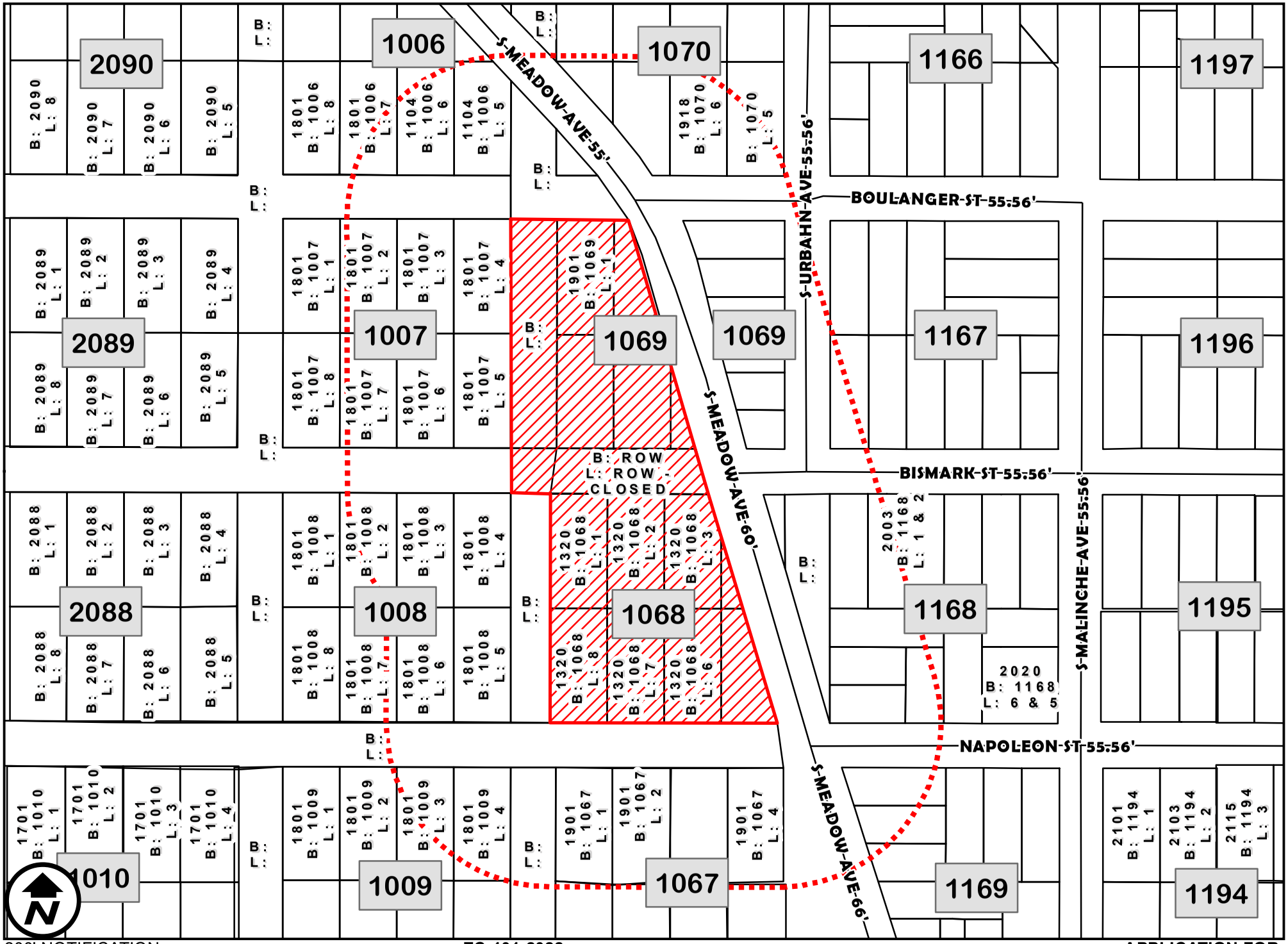


FUTURE LANDUSE

1 inch = 150 feet

ZC-101-2022
COUNCIL DISTRICT 2
1320 SOUTH MEADOW AVENUE

APPLICATION FOR
B-1 (LIMITED BUSINESS DISTRICT) TO
S.U.P. AMENDMENT FOR MINI STORAGE / WAREHOUSE



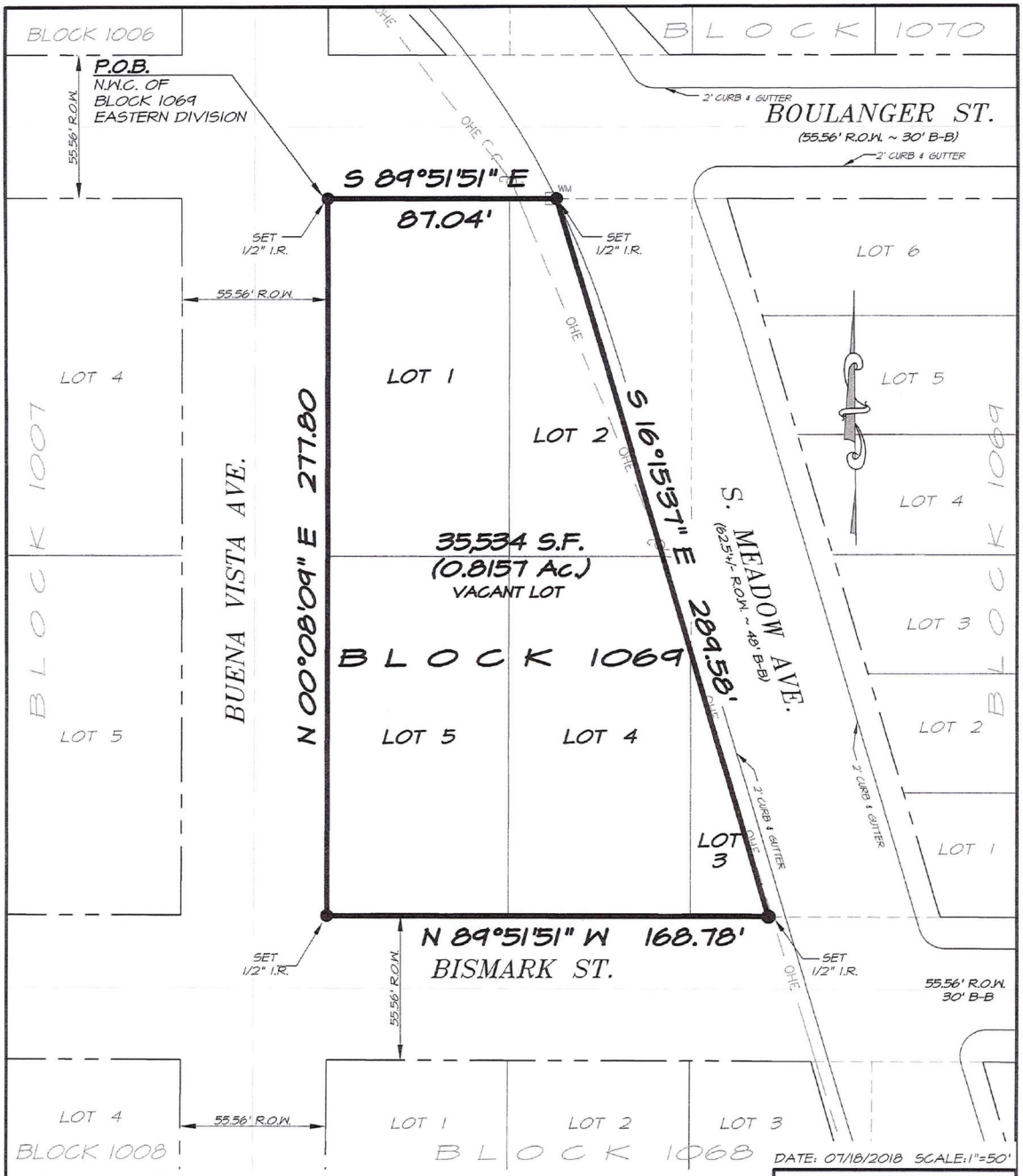
200' NOTIFICATION

1 inch = 150 feet

ZC-101-2022
COUNCIL DISTRICT 2
1320 SOUTH MEADOW AVENUE

APPLICATION FOR
B-1 (LIMITED BUSINESS DISTRICT) TO
S.U.P. AMENDMENT FOR MINI STORAGE / WAREHOUSE

EXHIBIT A



DATE: 07/18/2018 SCALE: 1"=50'

BASIS OF BEARINGS & DISTANCE:
GPS NAD 83, TEXAS STATE PLANE, 4205 SOUTH ZONE

NOTES:
-THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
-AN OVERHEAD ELECTRIC LINE APPEARS TO ENCROACH THIS TRACT.
-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. 48479C1980C, DATED: APRIL 2, 2008.

LEGEND:
- ● SET 1/2" IRON ROD
- ⊙ FOUND ½" IRON ROD
- P.O.B. POINT OF BEGINING
- R.O.W. RIGHT OF WAY
- B-B BACK TO BACK OF CURB
- POWER POLE
- —OHE— OVERHEAD ELECTRIC LINE
- GUY WIRE
- WM WATER METER

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 18TH DAY OF JULY, 2018.

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

SURVEY OF A
0.8157 Ac. TRACT (35,534 S.F.)
LOTS 1 THRU 5, BLOCK 1069
EASTERN DIVISION
REC. IN VOL. 7, PG 15, W.C.P.R.
CITY OF LAREDO, WEBB COUNTY, TEXAS

PORRAS NANCE ENGINEERING
304 E. CALTON RD.
LAREDO, TEXAS 78041
TBPE F-6205
TBPLS F-10188800
OFFICE (956) 724-3097
www.porrasnance.com

EXHIBIT A

35,534 Sq.Ft. (0.8157 ACRE) TRACT
Being out and part of
LOTS 1 THRU 5, BLOCK 1069 – EASTERN DIVISION
Within the limits of the
City of Laredo, Webb County, Texas

Being a 35,534 Sq. Ft. (0.8157 Acre) tract of land, more or less, situated within the limits of the City of Laredo, in Webb County, Texas, said 35,534 Sq. Ft. tract being out and part of Lots 1 through 5, Block 1069 (West of South Meadow Avenue) in the City of Laredo, Eastern Division, as Recorded in Volume 7, Page 15 of the Webb County Plat Records and more particularly described by metes and bounds as follows, to wit:

BEGINNING at a ½" iron rod set for the northwest corner of Lot 1, Block 1069 of said Eastern Division, being the northwest corner of the herein described tract and the **POINT OF BEGINNING;**

THENCE South 89°51'51" East, 87.04 Feet, along the south right-of-way line of Boulanger Street, to a ½" iron rod set in the westerly right-of-way line of South Meadow Avenue for the northeast corner of Lot 2, Block 1069 and the northeast corner of the herein described tract;

THENCE South 16°15'37" East, 289.58 Feet, along the westerly right-of way line of South Meadow Avenue to a ½" iron rod set for the southeast corner of Lot 3, Block 1069 and the southeast corner of the herein described tract;

THENCE North 89°51'51" West, 168.78 Feet, along the north right-of way line of Bismark Street and to a ½" iron rod set for the southwest corner of Lot 5, Block 1069 and the southwest corner of the herein described tract;

THENCE North 00°08'09" East, 277.80 Feet, along the east right-of way line of Buena Vista Avenue to a ½" iron rod set for the northwest corner of Block 1069, the northwest corner of the herein described tract and the **POINT OF BEGINNING.**

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

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

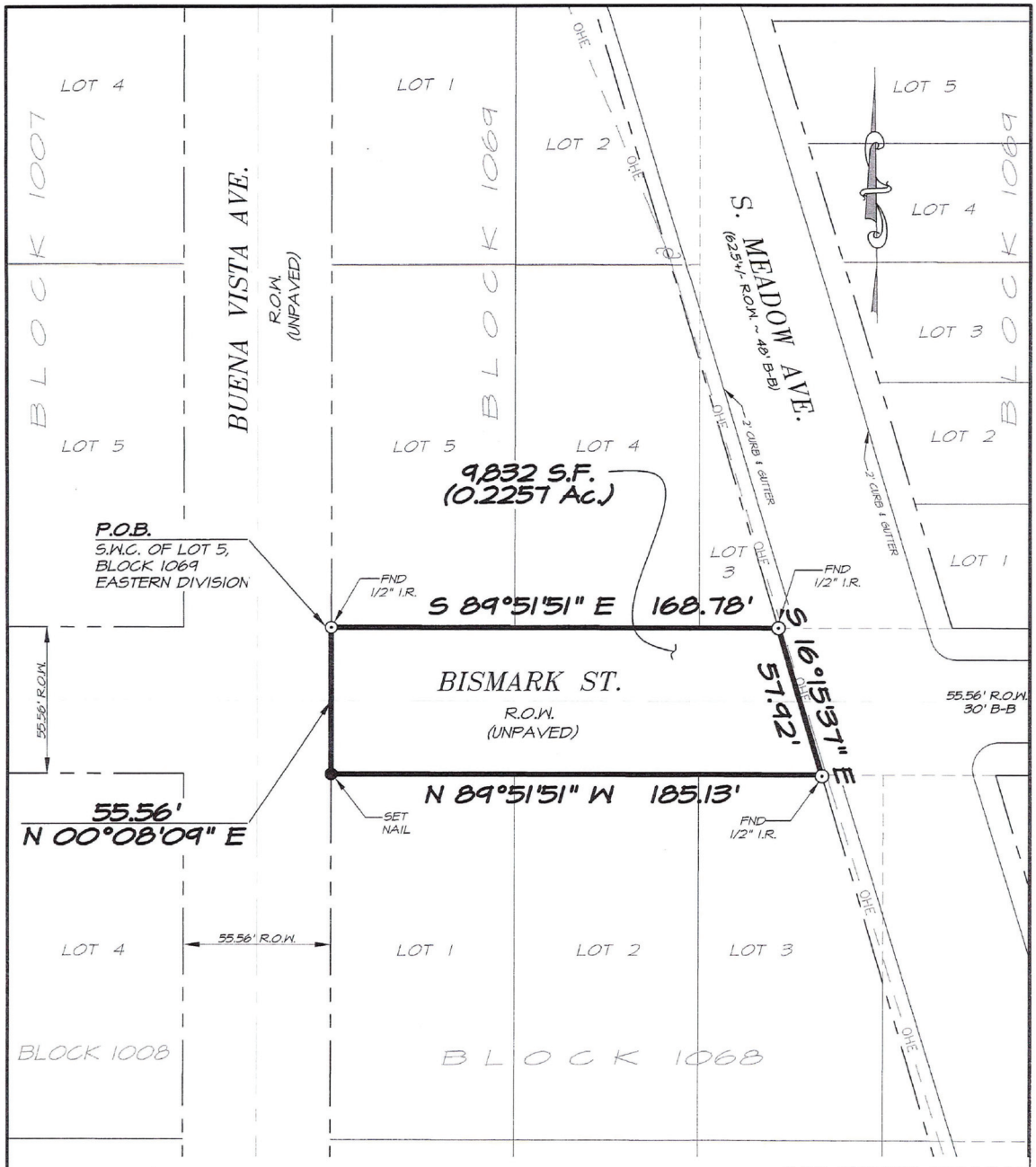
Witness my Hand and Seal

7.20.18

STATE OF TEXAS
REGISTERED
WAYNE NANCE
6235
PROFESSIONAL
LAND SURVEYOR

Wayne Nance, R.P.L.S

EXHIBIT A



DATE: 09/27/2018 SCALE: 1"=50'

GRAPHIC SCALE IN FEET
10 0 25 50

BASIS OF BEARINGS & DISTANCES:
GPS NAD 83, TEXAS STATE PLANE, 4205 SOUTH ZONE

NOTES:
-THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
-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.

LEGEND:
- SET 1/2" IRON ROD
- FOUND ½" IRON ROD
- P.O.B. POINT OF BEGINING
- R.O.W. RIGHT OF WAY
- B-B BACK TO BACK OF CURB
- POWER POLE
- OHE OVERHEAD ELECTRIC LINE
- GUY WIRE
- WM WATER METER

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 27TH DAY OF SEPTEMBER, 2018

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

SURVEY OF A 0.2257 Ac. (9,832 S.F.) TRACT OF LAND BEING OUT BISMARK ST. R.O.W. EASTERN DIVISION CITY OF LAREDO, WEBB COUNTY, TEXAS

PORRAS NANCE ENGINEERING
304 E. CALTON RD.
LAREDO, TEXAS 78041
TBPE F-6205
TBPLS F-10188800
OFFICE (956) 724-3097
www.porrasnance.com

EXHIBIT A

9,832 Sq.Ft. (0.2257 ACRE) TRACT
Being out and part of
BISMARK STREET RIGHT-OF-WAY – EASTERN DIVISION
Within the limits of the
City of Laredo, Webb County, Texas

Being a 9,832 Sq. Ft. (0.2257 Acre) tract of land, more or less, situated within the limits of the City of Laredo and Webb County, Texas, being out and part of the Bismark Street Right-of-Way (East of the Buena Vista Ave. and West of South Meadow Ave.) in the City of Laredo, Eastern Division, as Recorded in Volume 7, Page 15 of the Webb County Plat Records, said 28,353 Sq. Ft. (0.2257 Acre) tract more particularly described by metes and bounds as follows, to wit:

BEGINNING at a ½" iron rod found for the southwest corner of Lot 5, Block 1069, of said Eastern Division, being the northwest corner of the herein described tract and the **POINT OF BEGINNING;**

THENCE South 89°51'51" East, 168.78 Feet, along the south boundary line said Block 1069 to a ½" iron rod found in the westerly right-of-line of South Meadow Ave. for the northeast corner of the herein described tract;

THENCE South 16°15'37" East, 57.92 Feet, to a ½" iron rod found for the northeast corner of Lot 3, Block 1068 and the Southeast corner of this tract;

THENCE North 89°51'51" West, 185.13 Feet, to a nail set on the eastern right-of-way line of Buena Vista Ave. for the northwest corner of said Block 1068, Eastern Division and the southwest corner of the herein described tract;

THENCE North 00°08'09" East, 55.56 Feet, to a ½" iron rod found for the southwest corner of said Block 1069, the northwest corner of the herein described tract and the **POINT OF BEGINNING.**

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

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

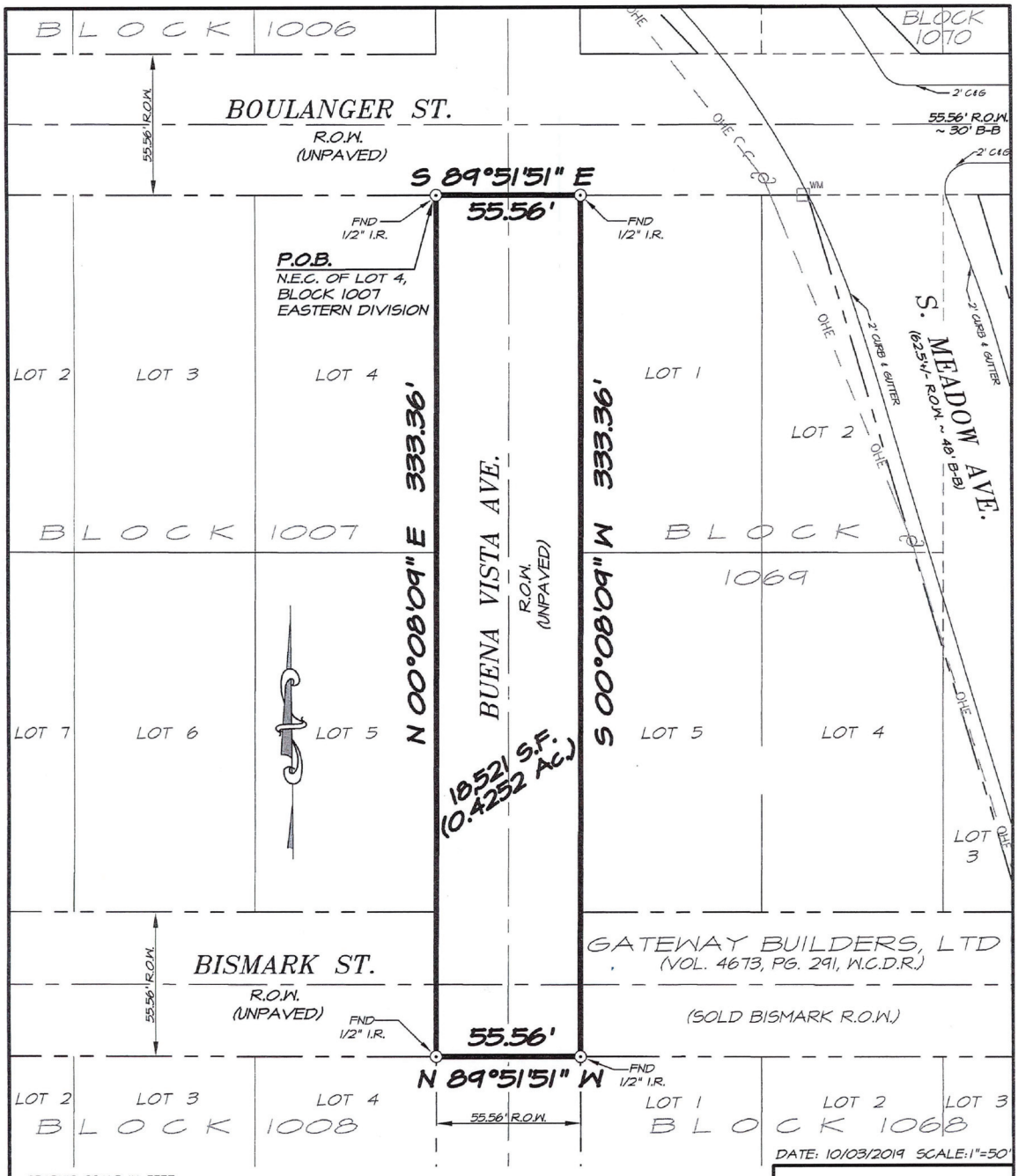
STATE OF TEXAS
REGISTERED
WAYNE NANCE
6235
PROFESSIONAL
LAND SURVEYOR

9.27.18

Witness my Hand and Seal

Wayne Nance, R.P.L.S

EXHIBIT A



BASIS OF BEARINGS & DISTANCES:
GPS NAD 83, TEXAS STATE PLANE, 4205 SOUTH ZONE

NOTES:
-THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
-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.

LEGEND:

●	SET 1/2" IRON ROD
⊙	FOUND ½" IRON ROD
P.O.B.	POINT OF BEGINING
R.O.W	RIGHT OF WAY
W.C.D.R.	WEBB COUNTY DEED RECORDS
B-B	BACK TO BACK OF CURB
	POWER POLE
—OHE—	OVERHEAD ELECTRIC LINE
	GUY WIRE
WM	WATER METER

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 3RD DAY OF OCTOBER, 2019.

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

SURVEY OF A
0.4252 Ac. (18,521 S.F.) TRACT OF LAND
BEING OUT OF BUENA VISTA AVE. R.O.W.
EASTERN DIVISION
CITY OF LAREDO, WEBB COUNTY, TEXAS

PORRAS NANCE ENGINEERING
304 E. CALTON RD.
LAREDO, TEXAS 78041
TBPE F-6205
TBPLS F-10188800
OFFICE (956) 724-3097
www.porrasnance.com

EXHIBIT A

18,521 Sq.Ft. (0.4252 ACRE) TRACT
Being out and part of
BUENA VISTA AVENUE RIGHT-OF-WAY – EASTERN DIVISION
Within the limits of the
City of Laredo, Webb County, Texas

Being a 18,521 Sq. Ft. (0.4252 Acre) tract of land, more or less, situated within the limits of the City of Laredo, in Webb County, Texas, said tract being out and part of the Buena Vista Avenue Right-of-Way (South of Boulanger St. and North of the Bismark St. southerly right-of-way line) in the City of Laredo, Eastern Division, as Recorded in Volume 7, Page 15 of the Webb County Plat Records and more particularly described by metes and bounds as follows, to wit:

BEGINNING at a ½" iron rod found for the northeast corner of Lot 4, Block 1007 of said Eastern Division, being the northwest corner of the herein described tract and the **POINT OF BEGINNING;**

THENCE South 89°51'51" East, 55.56 Feet, along the north boundary line of the herein described tract, to a ½" iron rod found for the northwest corner of Block 1069 of said Eastern Division for the northeast corner of this tract;

THENCE South 00°08'09" West, 333.36 Feet, to a ½" iron rod found for the northwest corner of Block 1068 of said Eastern Division for the Southeast corner of this tract;

THENCE North 89°51'51" West, 55.56 Feet, to a ½" iron rod found for the northeast corner of Block 1008 of said Eastern Division for the southwest corner of the herein described tract;

THENCE North 00°08'09" East, 333.36 Feet, to a ½" iron rod found for the northeast corner said Block 1007, the northwest corner of the herein described tract and the **POINT OF BEGINNING.**

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

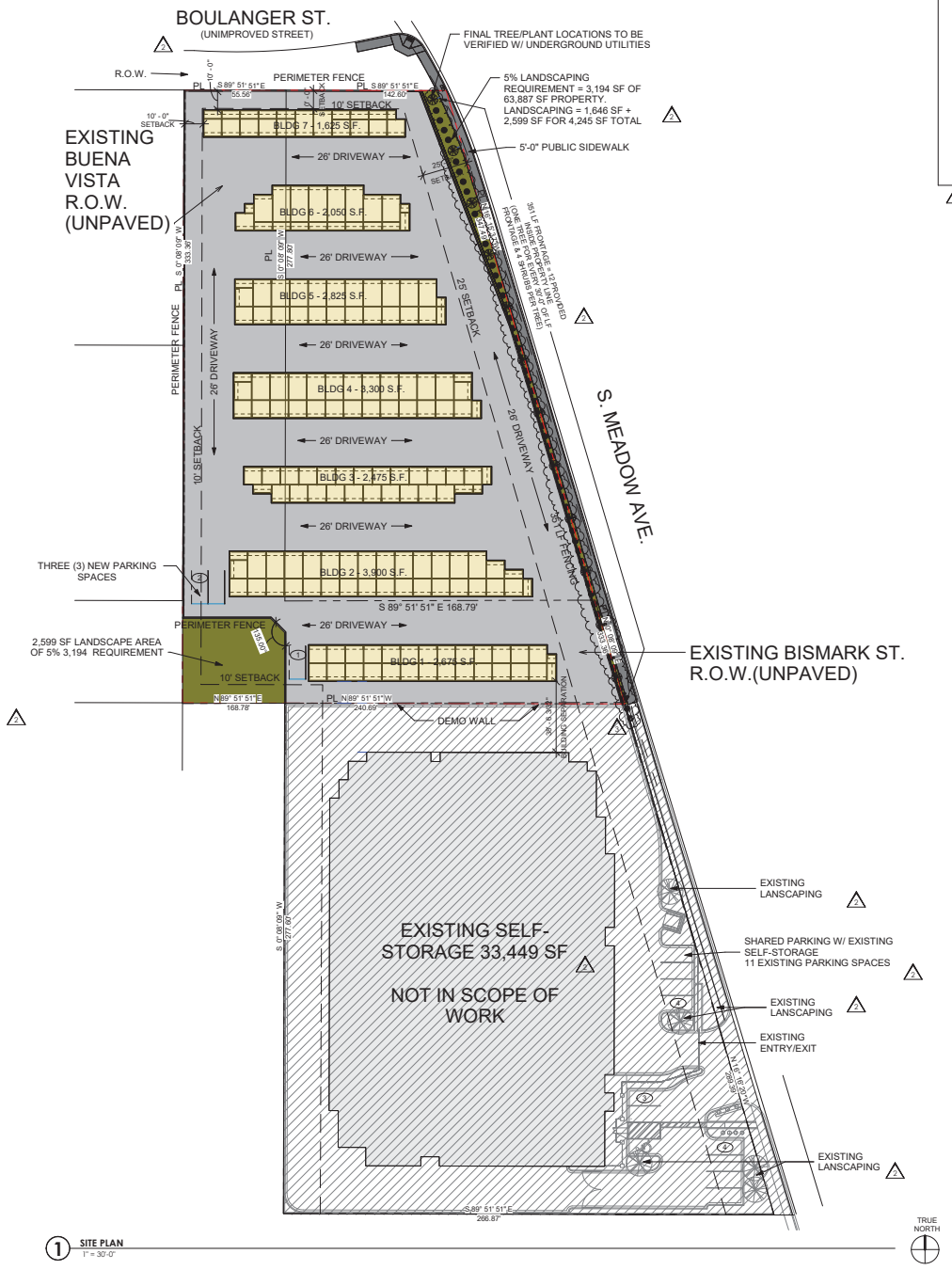
I, Wayne Nance, the undersigned Registered Professional Land Surveyor, Number 6235, do hereby certify that the metes and bounds description shown hereon is true and correct to my best knowledge and belief and that it was prepared from an actual survey made on the ground and from office records available,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

STATE OF TEXAS
REGISTERED
WAYNE NANCE
6235
PROFESSIONAL
LAND SURVEYOR

10.03.19

Witness my Hand and Seal

Wayne Nance, R.P.L.S



redline architecture

1119 FLORES AVE. STE 200 LAREDO, TEXAS 78040
956.727.5391 WWW.REDLINEARCHITECTURE.COM

MEADOW STORAGE EXPANSION

1320 S. MEADOW AVE
LAREDO, TX.78043

LEGAL DESCRIPTION:
LOT 1-5, BLOCK 1069, EASTERN DIVISION & BUENA VISTA AVENUE + BISMARK STREET RIGHT-OF-WAY - EASTERN DIVISION

ARCHITECT'S SEAL:

NOT FOR CONSTRUCTION

EXPIRES 9/30/2023

NO.	DESCRIPTION	REV.	DATE
1	SPECIAL USE PERMIT	1	08.16.22
2	REVIEW CORRECTIONS	2	08.26.2022
3	REVIEW CORRECTION 02	3	09.14.2022

SITE PLAN

Project number	631220
Date	8.26.2022
Drawn by	AT
Checked by	TLM

A100

Scale	As indicated

9/14/2022 4:47:47 PM

To: **City of Laredo - SUP**

Project Name: **Meadow Storage Expansion**

Address: **1320 S. Meadow**

Client: **G.G. Salinas Enterprise LLC**

Date: **08.26.2022**

Architect: **Redline Architecture, LLC**

Redline Architecture Project # **631220**

Item: **SUP Application Narrative**

SUP Application – Narrative

This project is for the amendment of an existing site plan/ special use permit. This project consists of expanding on an existing mini storage building property that the owner already owns. The expansion will be located on the plan north adjacent property that is 63,887.11 SF. The expansion consists of adding seven (7) new free standing exterior storage unit buildings that combines to a total of 183 units (18,850 SF total). They will be constructed out of standard metal storage materials. The expansion property is a combination of a lot and adjoining existing R.O.W (unpaved) that the same owner owns. It will be connected to the existing mini-storage buildings property and will share the existing entrance. We have extended the public way sidewalk and added the required landscaping as per the City of Laredo ordinances. The Boulanger Street is not part of this project and will remain as an unimproved street. A 26' Driveway (fire truck access road) has been provided as well. The existing parking will be shared with the expansion, but we have provided 3 additional parking spaces. Current facility hours of operation will remain the same Monday – Friday 9am – 5:30pm & Saturday 9am – 4pm (Sundays closed). The facility will be available to the mini storage renters 24/7 through secure access control gates & surveillance cameras. The same number of employees is to remain at this time as facility is managed by the same main office.

END OF Narrative

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE MAP OF THE CITY OF LAREDO BY AMENDING ORDINANCE 2007-O-050 WHICH AUTHORIZED A SPECIAL USE PERMIT FOR A MINI STORAGE/WAREHOUSE ON LOTS 1,2,3,4,5,6,7AND 8, BLOCK 1068, EASTERN DIVISION, LOCATED AT 1320 SOUTH MEADOW AVENUE, IN ORDER TO ADD APPROXIMATELY 1.46 ACRES, AS FURTHER DESCRIBED IN ATTACHED EXHIBIT A, NORTH OF THE EXISTING MINI-STORAGE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received to amend the Executed Ordinance 2007-O-050 which authorized a Special Use Permit for a Mini Storage/Warehouse on Lots 1,2,3,4,5,6,7and 8, Block 1068, Eastern Division, located at 1320 South Meadow Avenue, in order to add approximately 1.46 acres, as further described in attached Exhibit A, north of the existing mini-storage.; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on September 15, 2022; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the issuance of the 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 October 17, 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 2007-O-050 authorized a Special Use Permit for a Mini Storage/Warehouse on Lots 1,2,3,4,5,6,7and 8, Block 1068, Eastern Division, located at 1320 South Meadow Avenue, in order to add approximately 1.46 acres, as further described in attached Exhibit A, north of the existing mini-storage.

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

1. The facility's exterior lighting shall be low impact and directed towards the ground and away from any abutting residential zones or uses including multi-family dwellings.
2. No less than 5% of the total area of the proposed tract for development shall be reserved for landscape purposes in addition to those provisions established in Section 24-83, "Trees and Shrubs," of the Laredo Land Development Code.
3. No less than 5% of the total area of the proposed tract for development shall be reserved for landscape purposes in addition to those provisions established in Section 24-83, "Trees and Shrubs," of the Laredo Land Development Code.
4. Flammable, combustibles, corrosives, toxins, nuclear waste, hazardous waste water, or any material requiring placards for transport shall not be permitted. No permits for storage of any like materials issued by the Laredo Fire Department shall supersede this provision.
5. ~~The permit is issued to Gateway Builders, Ltd. and is nontransferable.~~
6. A seven (7) foot opaque fence shall be provided adjacent to residential zones/uses.
7. ~~The Special Use Permit is restricted to the site plan, exhibit "A," which is made a part hereof for all purposes.~~ The Special Use Permit is restricted to the amended site plan to add storage units, landscaping, and parking.
8. Parking must comply with all relevant provisions of the Laredo Land Development Code.

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, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

Public Hearings (also Intro Ord) 11.

City Council-Regular

Meeting Date: 10/17/2022

Initiated By: Riazul Mia, Assistant City Manager

Initiated By: Junction Partners, Inc. & Encino Plaza, Ltd., Owners/Applicant; Premier Engineering, Armando Guerra, & Daniel Tijerina, Representatives

Staff Source: Orlando D. Navarro, Planning Director

SUBJECT

Public Hearing and Introductory Ordinance amending the Zoning Ordinance (Map) of the City of Laredo by amending Ordinance 2016-O-080 which authorized a Special Use Permit for a restaurant serving alcohol on Lot 5A, Block 1, Encino Plaza Subdivision, Unit 2A, located at 7518 McPherson Road, Suite 510 (3,700 square feet) in order to remove Junction Partners, Limited and Encino Plaza, Limited for Cosmos Bar and Grill Restaurant and replace with Cosmos Bar and Grill Encino Plaza, Incorporated as the party to whom the permit is issued.

The Planning and Zoning Commission recommended **approval** of the proposed Special Use Permit amendment with the recommendation of leaving the original hours of operations from 11:00 a.m. to 2:00 a.m., however, Staff **supports** the application with the recommendation of amending the original hours to be from 11:00 a.m. to 11:00 p.m.

ZC-100-2022
District V

PREVIOUS COUNCIL ACTION

On June 20, 2016, the City Council approved the Special Use Permit (SUP) for a restaurant serving alcohol.

BACKGROUND

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

Proposed use: Restaurant Serving Alcohol

Site: The site is currently occupied by a commercial structure (Cosmos Bar & Grill).

Surrounding land uses: To the north of the site is vacant undeveloped land, Del Mar Boulevard, Walgreens, Bank of America, a commercial structure that includes Chipotle

and other commercial businesses. To the east of the site is vacant undeveloped land, Laredo Emergency Room, La Crawfish Laredo, and McPherson Road. To the south of the site is Neel Title Corporation, IBC Bank and ATM, Welby Court, and a family practice. To the west of the site is Merlin Road, residential suburban family and multi-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=39

Transportation Plan: The Long Range Thoroughfare Plan identifies McPherson Road 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: 21 **In Favor:** 0 **Opposed:** 0

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a 5 to 0 vote recommended **approval** of the proposed Special Use Permit amendment with the recommendation of leaving the original hours of operation from 11:00 a.m. to 2:00 a.m.

STAFF RECOMMENDATION

Staff **supports** the proposed Special Use Permit amendment for the following reasons:

1. All conditions other than the non-transferable/issuance clause shall remain the same.
2. On August 19, 2022, zoning officers conducted an inspection of the site and found the location to be in compliance with the existing SUP conditions.
3. No citations have been issued to this location for non-compliance with the existing conditions and any other city regulations.

If approved, Staff recommends the continuance of the following provisions from the existing Ordinance 2016-O-080, except whom the SUP is issued to:

1. ~~The Special Use Permit is issued to Junction Partners, LTD and Encino Plaza LTD for Cosmos Bar and Grill Restaurant, and is non-transferable~~. The Special Use Permit is issued to Cosmos Bar & Grill and Encino Plaza, Inc., and may only be transferred upon application to and with the express permission of the City Council.
2. The Special Use Permit is restricted to 3,700 S.F. of area on Building C, Suite 510, as per the site plan, Exhibit “A”, which is made part hereof for all purposes.
3. ~~The Special Use Permit is restricted to a restaurant serving alcohol and hours of operation from Monday through Sunday from 11:00 a.m. through 2:00 a.m.~~ The Special Use Permit is restricted to a restaurant serving alcohol and hours of

operation from Monday through Sunday from 11:00 a.m. to 11:00 p.m.

4. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
5. Signage shall be consistent with the City's Sign Ordinance and TABC rules or regulations.
6. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
7. Ambient low level music is permitted. Live music and speakers shall be prohibited and there shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
8. At all times the restaurant is open to the public for business; it shall continually maintain and serve food from its full service menu.
9. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load issued to SUP business holder.
10. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
11. The restaurant shall undergo an annual Fire Inspection.
12. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Food Manager License (annual), Food Handler's Permit (annual), and Certificate of occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.
13. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
14. Lighting of property shall be screened and face inward to avoid adverse impact on adjacent residential neighborhoods.
15. Owner shall provide a 7' high opaque fence along property lines which abut or adjoin any residential zones/uses.
16. Owner shall comply with, Building, Health, Life and Safety, and all applicable codes and regulations as required.
17. The Restaurant shall maintain and comply with the BLUE Gun Sign regulations as per TABC (not to exceed the required alcohol sales percentages).
18. The restaurant shall provide the City of Laredo, Planning Department with a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.

Staff **supports** the application. However, staff recommends amending the hours of operation to Monday through Sunday from 11:00 a.m. to 11:00 p.m.

Fiscal Impact

Fiscal Year:

Bugeted Y/N?:

Source of Funds:

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

Attachments

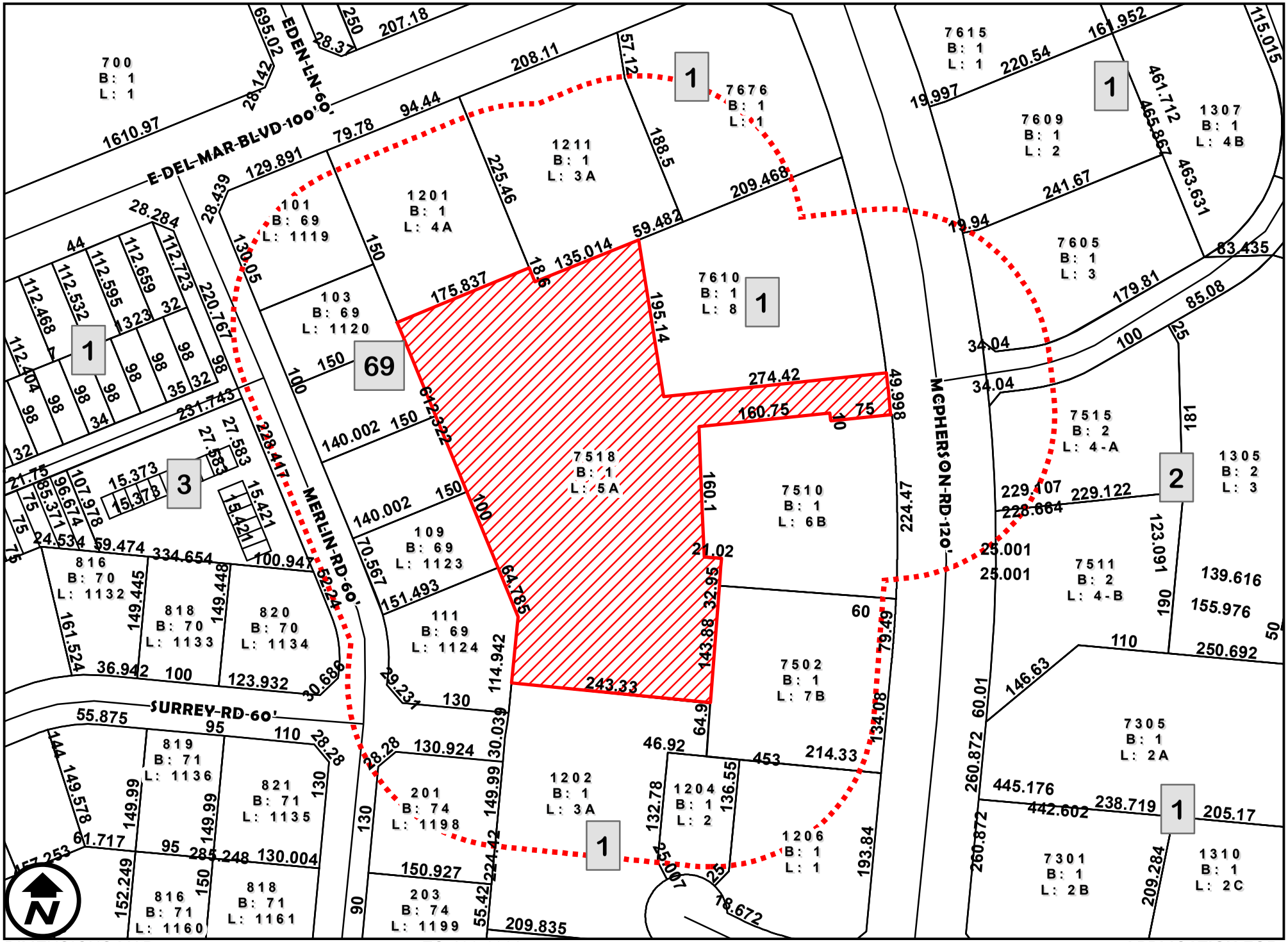
Maps
Narrative
Site Plan
Ordinance 2016-O-080
Ordinance

AERIAL MAP

1 inch = 150 feet

ZC-100-2022
COUNCIL DISTRICT 5
7518 MCPHERSON ROAD, SUITE 510 (3,700 SQUARE FEET)

APPLICATION FOR
B-3 (COMMUNITY BUSINESS DISTRICT) TO
S.U.P. AMENDMENT FOR RESTAURANT SERVING ALCOHOL

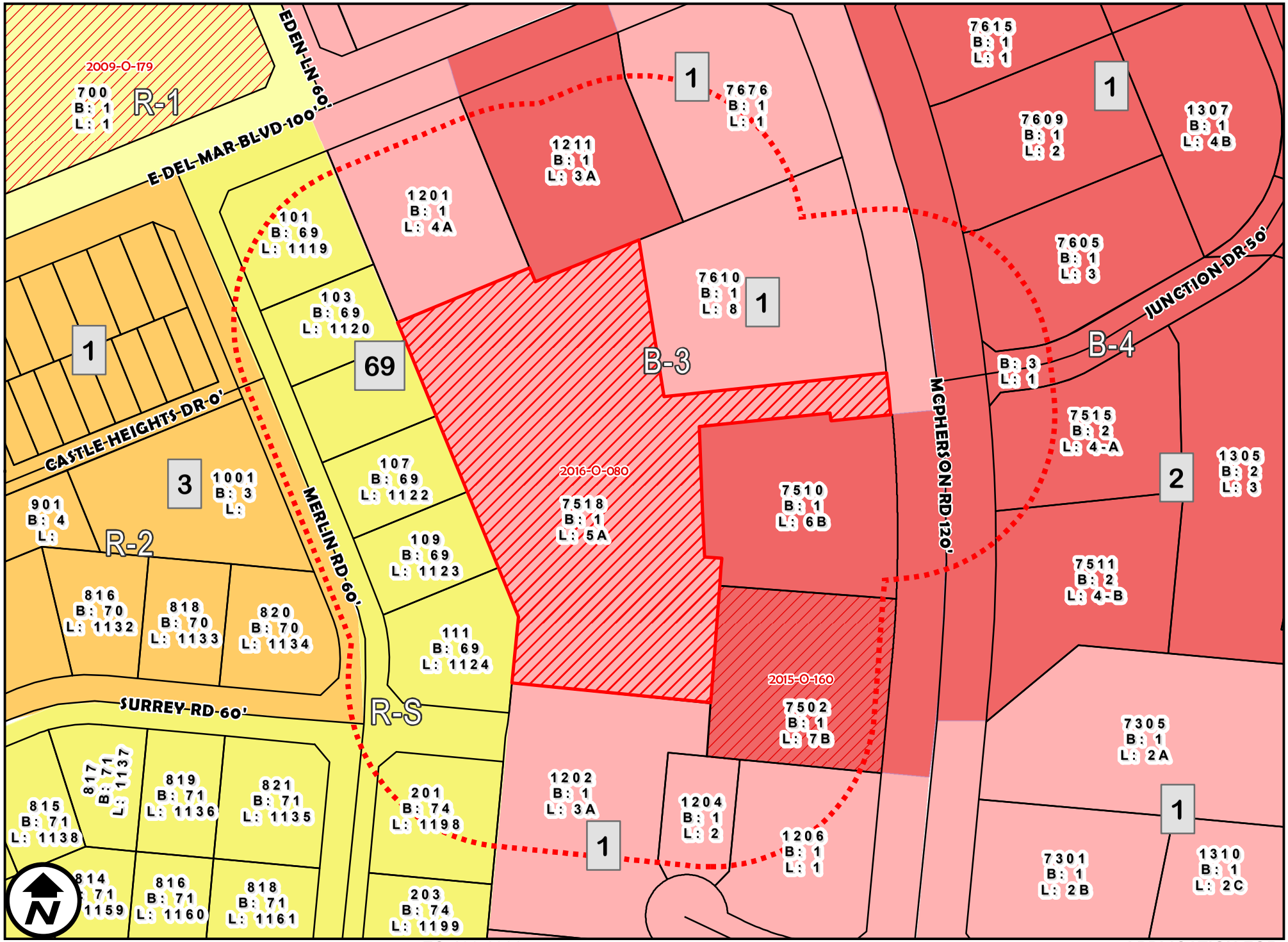


DIMENSIONS MAP

1 inch = 150 feet

ZC-100-2022
COUNCIL DISTRICT 5
7518 MCPHERSON ROAD, SUITE 510 (3,700 SQUARE FEET)

APPLICATION FOR
B-3 (COMMUNITY BUSINESS DISTRICT) TO
S.U.P. AMENDMENT FOR RESTAURANT SERVING ALCOHOL

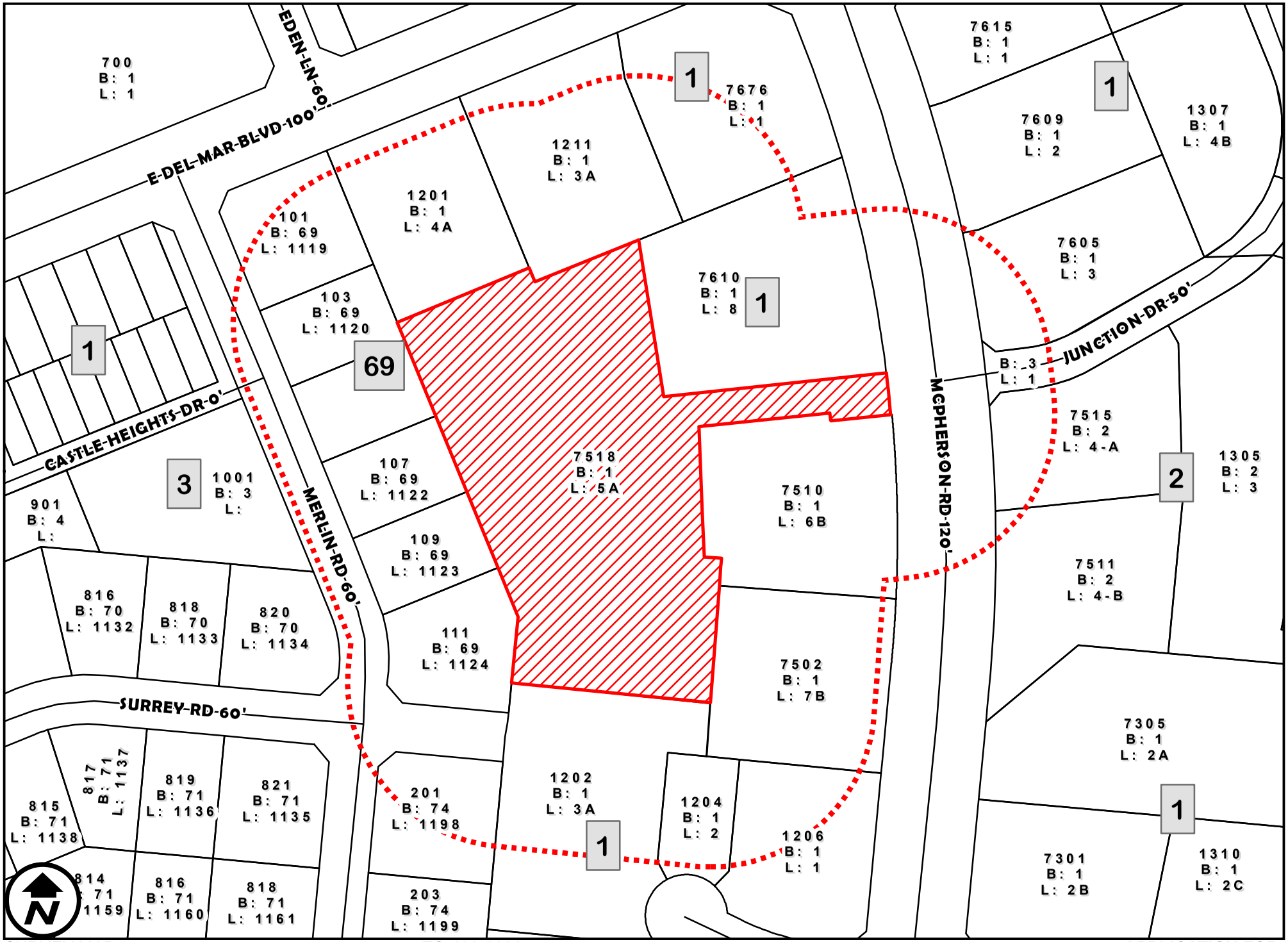


ZONING MAP

1 inch = 150 feet

ZC-100-2022
COUNCIL DISTRICT 5
7518 MCPHERSON ROAD, SUITE 510 (3,700 SQUARE FEET)

APPLICATION FOR
B-3 (COMMUNITY BUSINESS DISTRICT) TO
S.U.P. AMENDMENT FOR RESTAURANT SERVING ALCOHOL

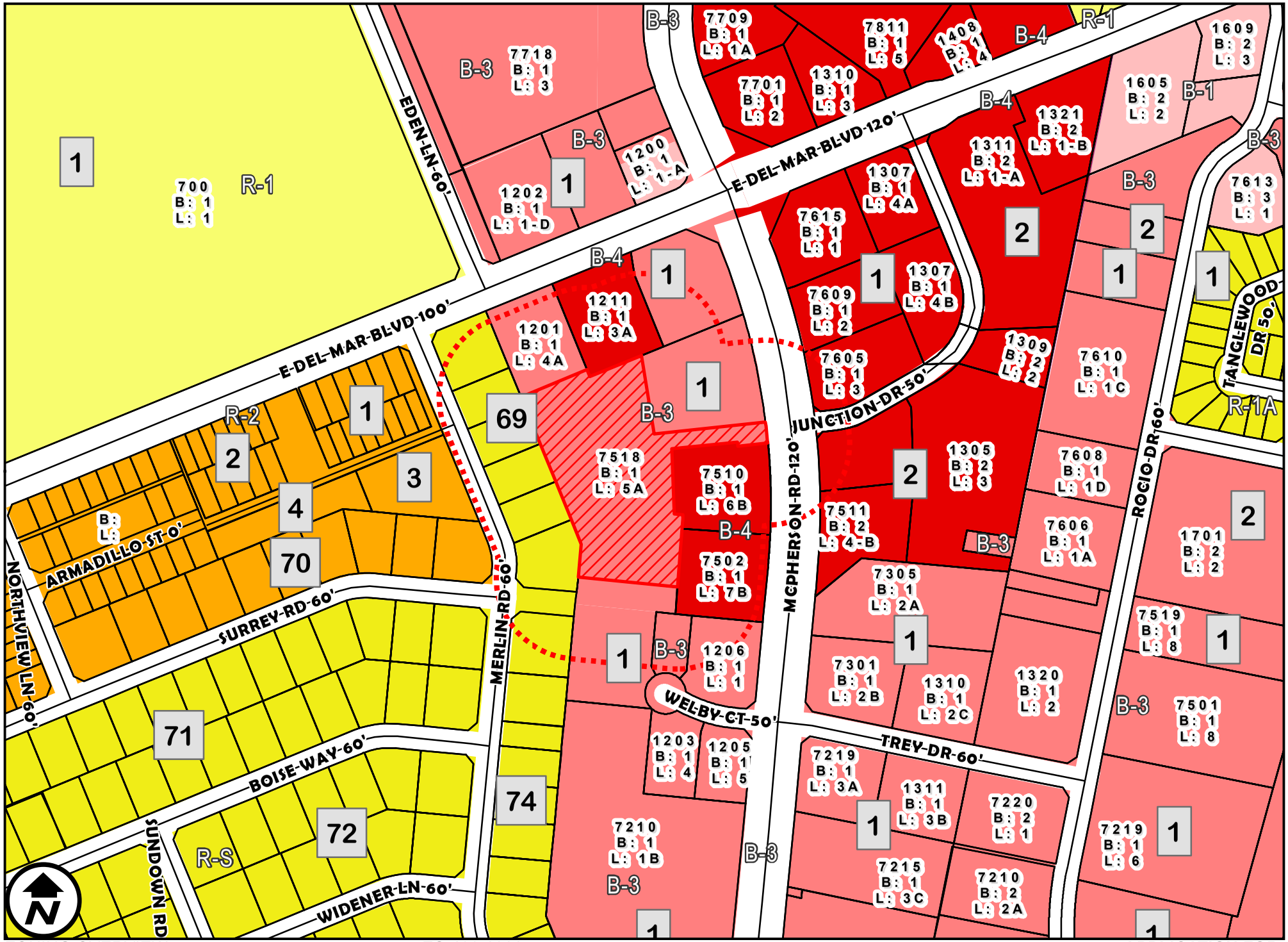


SURVEY MAP

1 inch = 150 feet

ZC-100-2022
COUNCIL DISTRICT 5
7518 MCPHERSON ROAD, SUITE 510 (3,700 SQUARE FEET)

APPLICATION FOR
B-3 (COMMUNITY BUSINESS DISTRICT) TO
S.U.P. AMENDMENT FOR RESTAURANT SERVING ALCOHOL

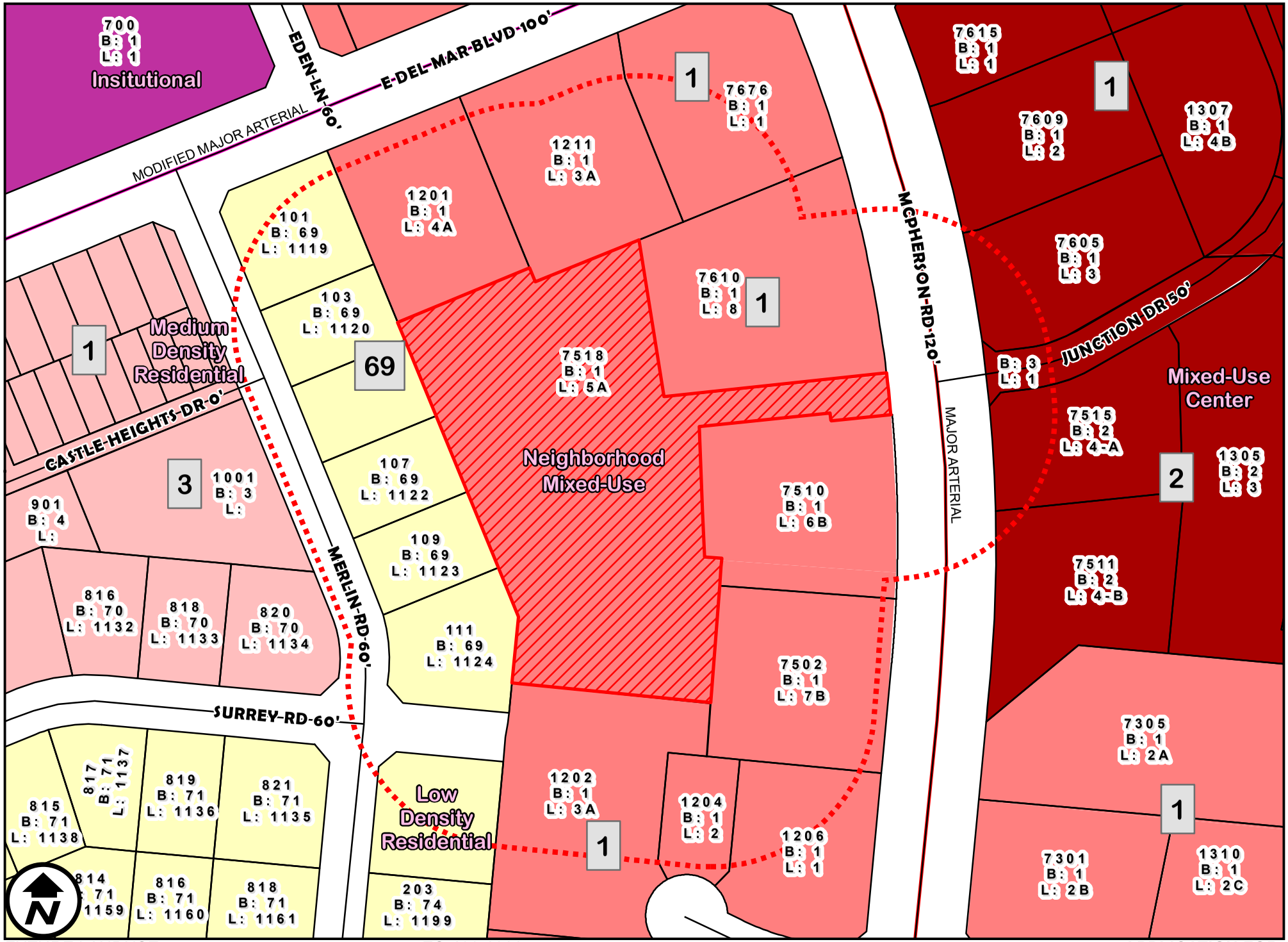


ZONING OVERVIEW

1 inch = 300 feet

ZC-100-2022
COUNCIL DISTRICT 5
7518 MCPHERSON ROAD, SUITE 510 (3,700 SQUARE FEET)

APPLICATION FOR
B-3 (COMMUNITY BUSINESS DISTRICT) TO
S.U.P. AMENDMENT FOR RESTAURANT SERVING ALCOHOL

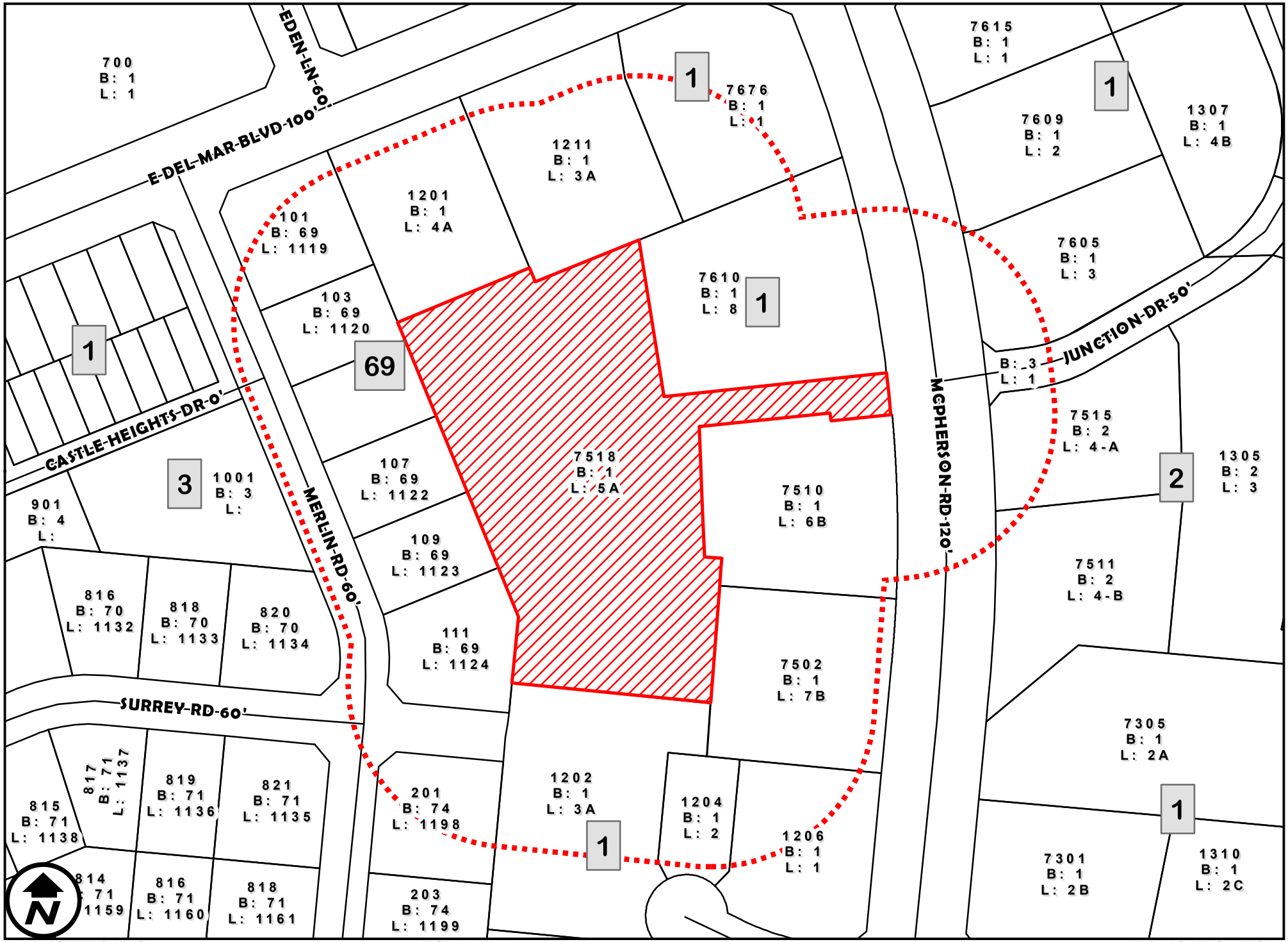


FUTURE LANDUSE

1 inch = 150 feet

ZC-100-2022
COUNCIL DISTRICT 5
7518 MCPHERSON ROAD, SUITE 510 (3,700 SQUARE FEET)

APPLICATION FOR
B-3 (COMMUNITY BUSINESS DISTRICT) TO
S.U.P. AMENDMENT FOR RESTAURANT SERVING ALCOHOL



200' NOTIFICATION

1 inch = 150 feet

ZC-100-2022
COUNCIL DISTRICT 5
7518 MCPHERSON ROAD, SUITE 510 (3,700 SQUARE FEET)

APPLICATION FOR
B-3 (COMMUNITY BUSINESS DISTRICT) TO
S.U.P. AMENDMENT FOR RESTAURANT SERVING ALCOHOL

August 16, 2022

Special Use Permit Transfer-Ordinance Amendment Narrative

Current Status: The business currently operated on Lot 5A, Block 1, Encino Plaza Subdivision, Unit 2A located at 7518 McPherson Road, Suite 510 is currently operating under a Special Use Permit granted by Ordinance No. 2016-0-080.

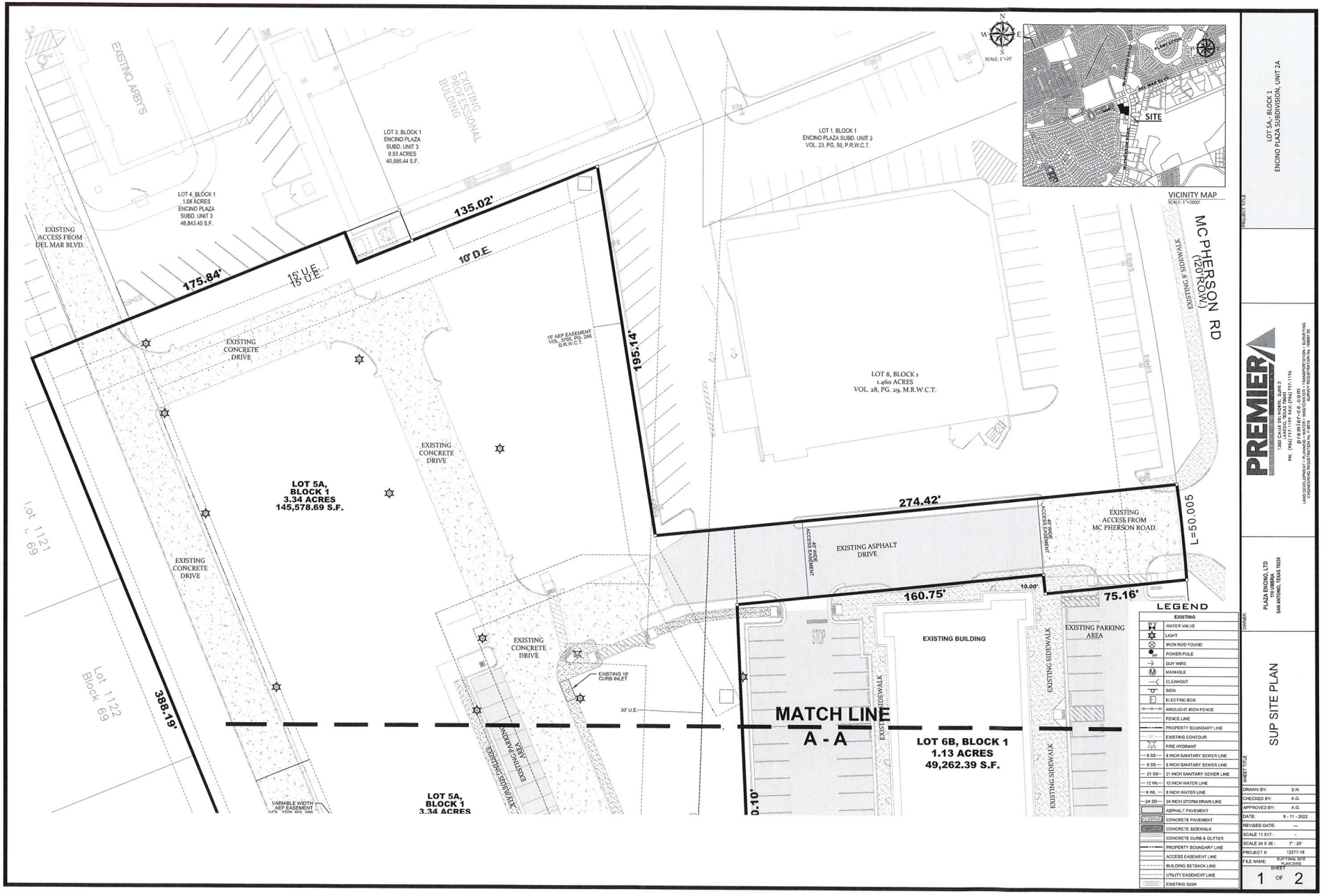
The Permit is issued to Junction Partners Ltd. and Encino Plaza Ltd. to allow Cosmos Bar and Grill to operate as a Restaurant serving alcohol and is nontransferable and its uses are limited by the Ordinance.

Request: The current holders of the permit would request:

1) To amend Special Use Ordinance 2016-0-080.

2) To ~~transfer~~ amend the Special Use Permit from Laredo Encino, Ltd. and Junction Partners, Inc. to Cosmos Bar & Grill and Encino Plaza, Inc., who will upon completion of the sale of the Property be the Operator.

3) Cosmos Bar & Grill and Encino Plaza, Inc., agrees to comply with City requirements as currently applied for hours of operation and other City Ordinance requirements provided for under the current Ordinance granting the Special Use Permit.



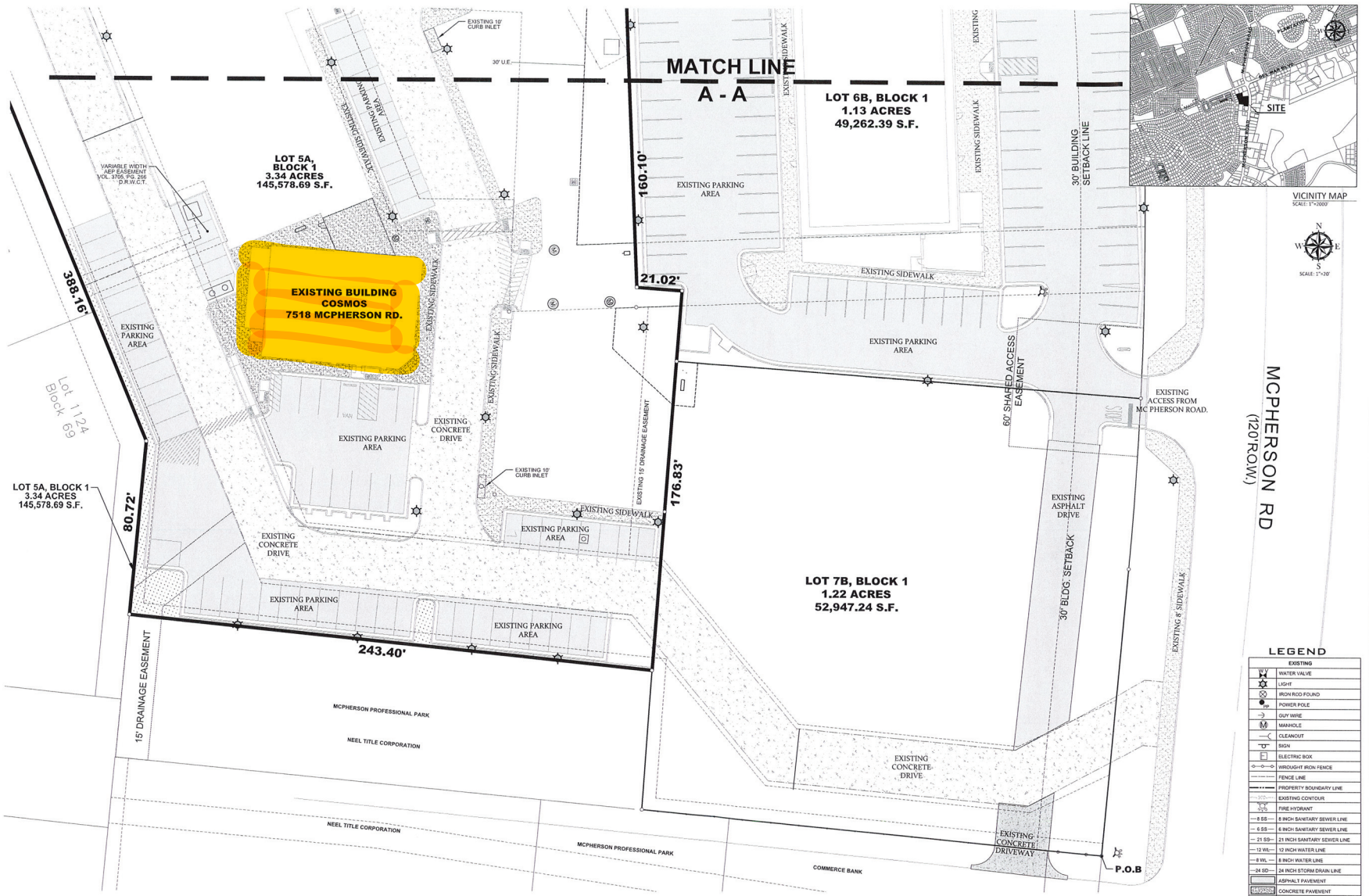
PROJECT TITLE
LOT 5A - BLOCK 1
ENCINO PLAZA SUBDIVISION, UNIT 2A

PREMIER
1360 CALLE DEL NORTE, Suite 2
LAREDO, TEXAS 78041
PH: (956) 717-1144 FAX: (956) 717-1174
premier-cs.com
LAND DEVELOPMENT • PLANNING • WATER • WASTEWATER • TRANSPORTATION • SURVEYING
CONSTRUCTION MANAGEMENT • MATERIALS TESTING • PROJECT MANAGEMENT

OWNER:
PLAZA ENCINO, LTD
18306 IH-10 W
SAN ANTONIO, TEXAS 78230

SHEET TITLE
SUP SITE PLAN

DRAWN BY:	S.N.
CHECKED BY:	A.G.
APPROVED BY:	A.G.
DATE:	8 - 11 - 2022
REVISED DATE:	--
SCALE 11 X17 :	-
SCALE 24 X 36 :	1" : 20'
PROJECT #:	12277-18
FILE NAME:	SUP FINAL SITE PLAN.DWG
SHEET	1 OF 2



LEGEND

EXISTING	
WV	WATER VALVE
	LIGHT
	IRON ROD FOUND
PP	POWER POLE
	GUY WIRE
M	MANHOLE
	CLEANOUT
	SIGN
	ELECTRIC BOX
	WROUGHT IRON FENCE
	FENCE LINE
	PROPERTY BOUNDARY LINE
	EXISTING CONTOUR
	FIRE HYDRANT
8 SS	8 INCH SANITARY SEWER LINE
6 SS	6 INCH SANITARY SEWER LINE
21 SS	21 INCH SANITARY SEWER LINE
12 WL	12 INCH WATER LINE
8 WL	8 INCH WATER LINE
24 SD	24 INCH STORM DRAIN LINE
	ASPHALT PAVEMENT
	CONCRETE PAVEMENT
	CONCRETE SIDEWALK
	CONCRETE CURB & GUTTER
	PROPERTY BOUNDARY LINE
	ACCESS EASEMENT LINE
	BUILDING SETBACK LINE
	UTILITY EASEMENT LINE
	EXISTING SIGN

PROJECT TITLE: LOT 5A, BLOCK 1, ENCINO PLAZA SUBDIVISION, UNIT 2A

PREMIER ENGINEERING
1300 CALLE DEL NORTE, SUITE 2
LAREDO, TEXAS 78041
PH: (956) 717-1176 FAX: (956) 717-1176
premier-ce.com
LAND DEVELOPMENT • PLANNING • WATER • WASTEWATER • TRANSPORTATION • SURVEYING
ARCHITECTURAL DESIGN • MEP • FIRE PROTECTION • CONSTRUCTION MANAGEMENT

OWNER: PLAZA ENCINO, LTD
8118 BROADWAY
SAN ANTONIO, TEXAS 78209

SHEET TITLE: SUP SITE PLAN

DRAWN BY:	S.N.
CHECKED BY:	A.G.
APPROVED BY:	A.G.
DATE:	8 - 11 - 2022
REVISED DATE:	—
SCALE 11 X17 :	-
SCALE 24 X 36 :	1" : 20'
PROJECT #:	12277-18
FILE NAME:	SUP FINAL SITE PLAN.DWG

SHEET 2 OF 2

ORDINANCE NO. 2016-O-080

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A SPECIAL USE PERMIT FOR A RESTAURANT SELLING ALCOHOL ON LOT 5, BLOCK 1, ENCINO PLAZA SUBDIVISION, UNIT 2A, LOCATED AT 7518 MCPHERSON ROAD, BUILDING C, SUITE 510; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the owner of Lot 5, Block 1, Encino Plaza Subdivision, Unit 2A, located at 7518 McPherson Road, Building C, Suite 510, has requested a Special Use Permit for a restaurant selling alcohol; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on May 19, 2016; 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 June 20, 2016, on the request and finds the proposed Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: A Special Use Permit is granted for a restaurant selling alcohol on Lot 5, Block 1, Encino Plaza Subdivision, Unit 2A, located at 7518 McPherson Road, Building C, Suite 510.

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

1. The Special Use Permit is issued to Junction Partners, LTD and Encino Plaza LTD for Cosmos Bar and Grill Restaurant, and is non-transferable.
2. The Special Use Permit is restricted to 3,700 S.F. of area on Building C, Suite 510, as per the site plan, Exhibit "A", which is made part hereof for all purposes.
3. The Special Use Permit is restricted to a restaurant serving alcohol and hours of operation from Monday through Sunday from 11:00 a.m. through 2:00 a.m.
4. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
5. Signage shall be consistent with the City's Sign Ordinance and TABC rules or regulations.
6. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.

7. Ambient low level music is permitted. Live music and speakers shall be prohibited and there shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
8. At all times the restaurant is open to the public for business; it shall continually maintain and serve food from its full service menu.
9. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load issued to SUP business holder.
10. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
11. The restaurant shall undergo an annual Fire Inspection.
12. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Food Manager License (annual), Food Handler's Permit (annual), and Certificate of Occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.
13. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
14. Lighting of property shall be screened and face inward to avoid adverse impact on adjacent residential neighborhoods.
15. Owner shall provide a 7' high opaque fence along property lines which abut or adjoin any residential zones/uses.
16. Owner shall comply with, Building, Health, Life and Safety, and all applicable codes and regulations as required.
17. The Restaurant shall maintain and comply with the BLUE Gun Sign regulations as per TABC (not to exceed the required alcohol sales percentages).
18. The restaurant shall provide the City of Laredo, Planning Department with a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.

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

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

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

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

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

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

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

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

(a.) An extension of up to six months may be granted, for good cause shown, by the Building Services Director upon petition of the SUP holder.

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

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

(b) Procedures:

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

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

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

(c.) The requirement for the issuance of a written warning and grace period shall not apply to a citation issued as a result of a violation of the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load or the failure to, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges and said citation/s shall be filed for prosecution.

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

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

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

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

iv. The Special Use Permit Holder shall not resume operation until the violation has been corrected and the establishment has been inspected. A "Notice of Termination of Suspension" shall be issued by the Planning Director upon his/her finding that all issues relevant to the suspension have been complied with and the 24 hour suspension period has run. The Planning Director shall issue such notice without unreasonable delay.

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE 25 DAY OF July, 2016.

PETE SAENZ
MAYOR

ATTEST:

HEBERTO L. RAMIREZ
ACTING CITY SECRETARY

CITY OF LAREDO, TEXAS

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

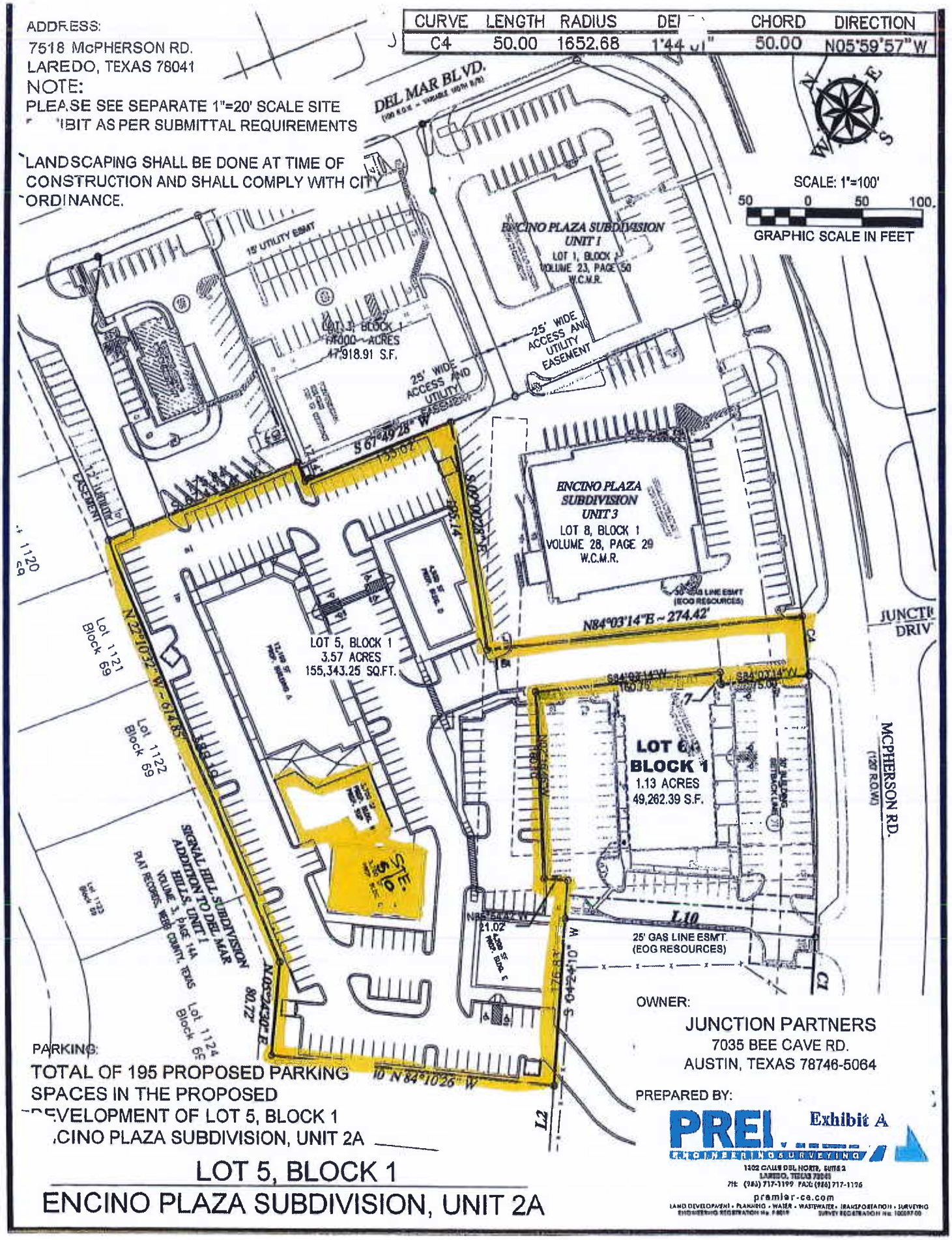
KRISTINA K. LAUREL HALE
ASSISTANT CITY ATTORNEY

ADDRESS:
7518 McPHERSON RD.
LAREDO, TEXAS 78041

NOTE:
PLEASE SEE SEPARATE 1"=20' SCALE SITE
EXHIBIT AS PER SUBMITTAL REQUIREMENTS

LANDSCAPING SHALL BE DONE AT TIME OF CONSTRUCTION AND SHALL COMPLY WITH CITY ORDINANCE.

CURVE	LENGTH	RADIUS	DEL	CHORD	DIRECTION
C4	50.00	1652.68	1°44'01"	50.00	N05°59'57"W



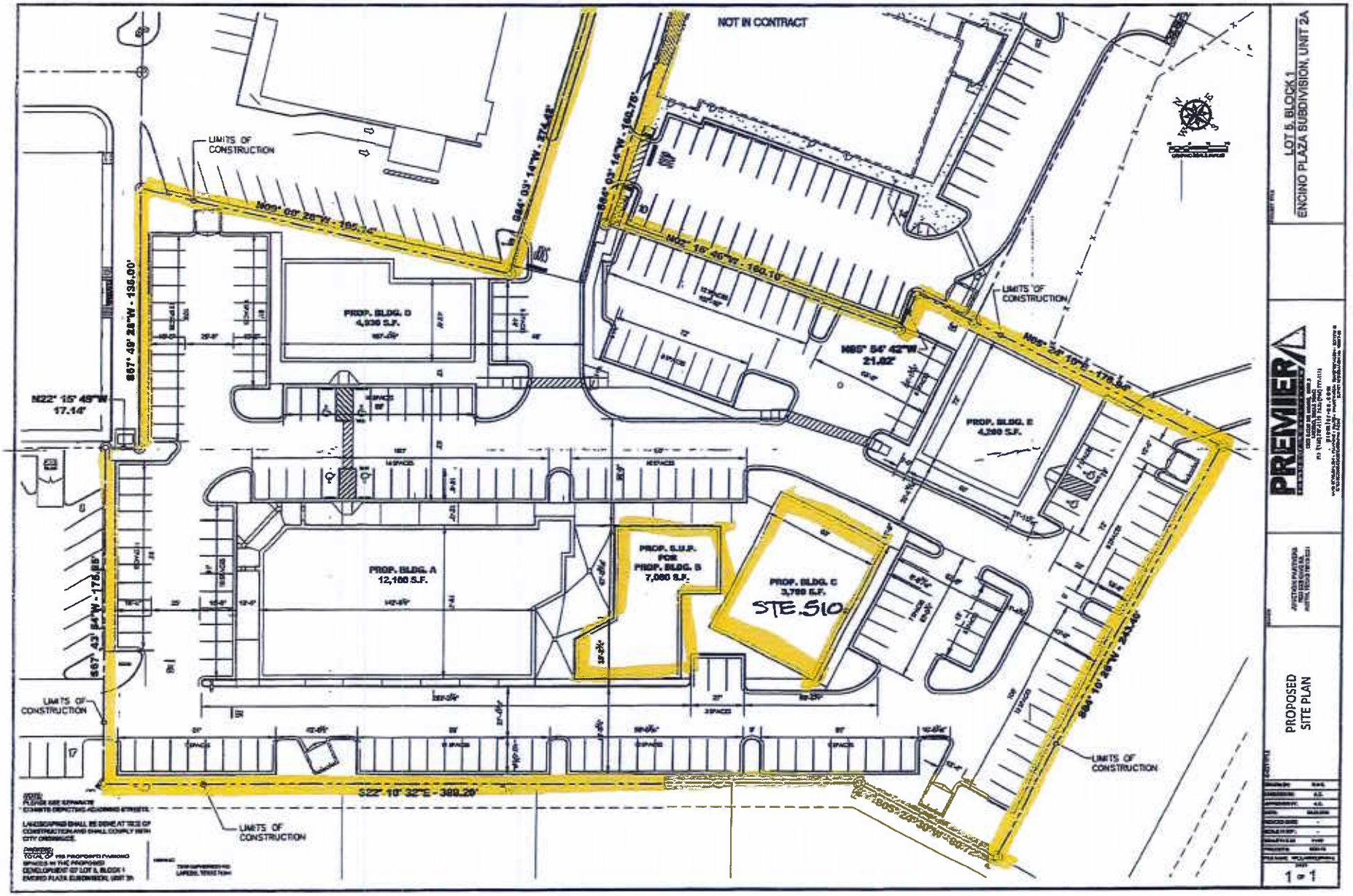
PARKING:
TOTAL OF 195 PROPOSED PARKING SPACES IN THE PROPOSED DEVELOPMENT OF LOT 5, BLOCK 1 ENCINO PLAZA SUBDIVISION, UNIT 2A

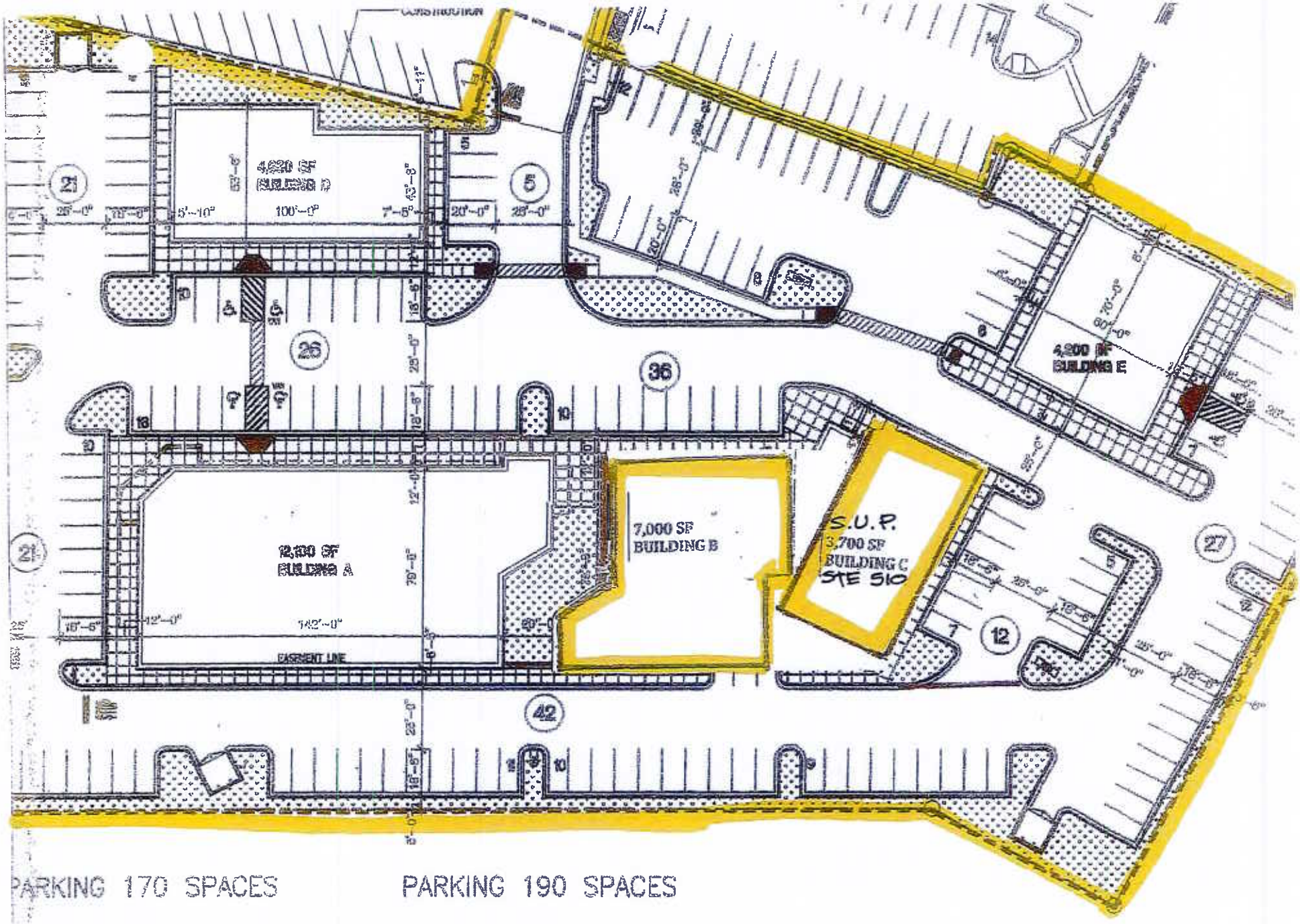
OWNER:
JUNCTION PARTNERS
7035 BEE CAVE RD.
AUSTIN, TEXAS 78746-5064

PREPARED BY:
PREI
ENGINEERING & SURVEYING
1302 CALLE DEL NORTE, SUITE 2
LAREDO, TEXAS 78041
PH: (956) 717-1199 FAX: (956) 717-1196
premier-ce.com
LAND DEVELOPMENT • PLANNING • WATER • WASTEWATER • TRANSPORTATION • SURVEYING
ENGINEERING REGISTRATION No. F-9819 SURVEY REGISTRATION No. 100597-00

Exhibit A

LOT 5, BLOCK 1
ENCINO PLAZA SUBDIVISION, UNIT 2A


NOT IN CONTRACT
LIMITS OF CONSTRUCTION
N89° 00' 28"W - 195.14'
S84° 03' 14"W - 274.48'
S84° 03' 14"W - 160.78'
N62° 16' 46"W - 160.10'
LIMITS OF CONSTRUCTION
N65° 54' 42"W
21.82'
N65° 22' 10"E - 176.95'
N22° 15' 45"W
17.14'
S67° 45' 24"W - 135.00'
PROP. BLDG. D
4,936 S.F.
PROP. BLDG. E
4,200 S.F.
PROP. BLDG. A
12,166 S.F.
PROP. S.U.P.
FOR
PROP. BLDG. B
7,000 S.F.
PROP. BLDG. C
3,799 S.F.
STE. 510
S67° 43' 54"W - 178.88'
LIMITS OF CONSTRUCTION
S22° 10' 32"E - 389.29'
S84° 10' 26"W - 243.46'
LIMITS OF CONSTRUCTION
LIMITS OF CONSTRUCTION
LOT 5, BLOCK 1
ENCINO PLAZA SUBDIVISION, UNIT 2A
PREMIER
PROPOSED
SITE PLAN
1 = 1



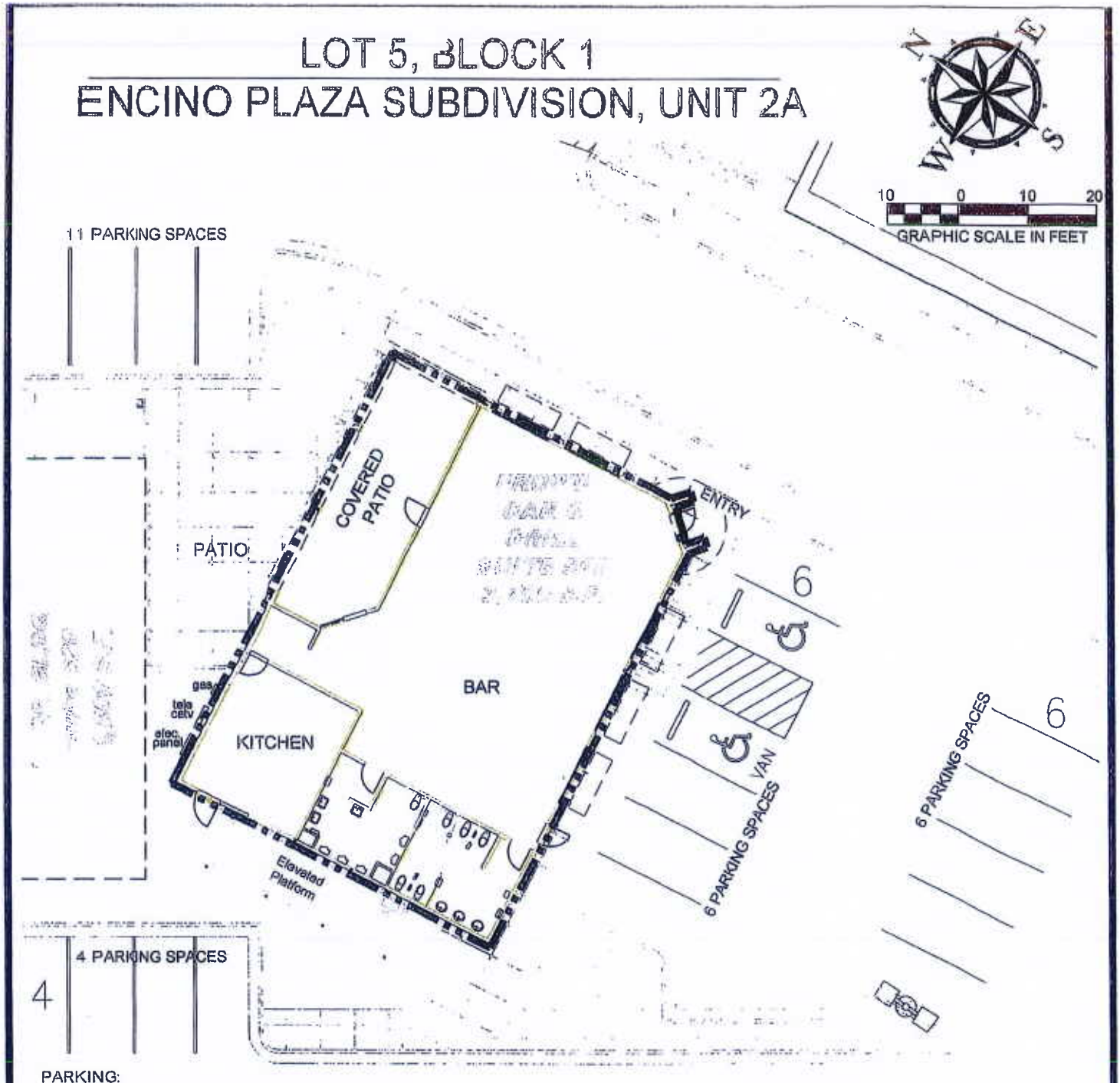
PARKING 170 SPACES

BLDG: (before)

PARKING 190 SPACES

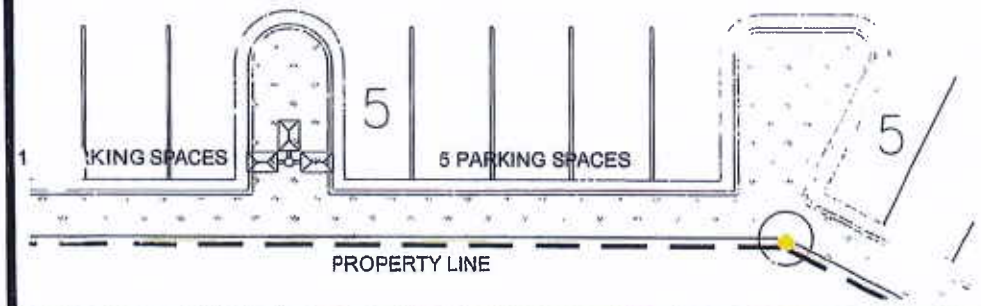
BLDG: (after)

LOT 5, BLOCK 1
ENCINO PLAZA SUBDIVISION, UNIT 2A



PARKING:

TOTAL OF 202 PARKING SPACES
IN THE PROPOSED DEVELOPMENT OF
LOT 5, BLOCK 1
ENCINO PLAZA SUBDIVISION, UNIT 2A



ADDRESS:
7518 McPHERSON RD.
LAREDO, TEXAS 78041

OWNER:
JUNCTION PARTNERS
7035 BEE CAVE RD.
AUSTIN, TEXAS 78746-5064

PREMIER
ENGINEERING & SURVEYING
1202 CALLE DEL NORTE, SUITE 2
LAREDO, TEXAS 78041
PH: (956) 717-1199 FAX: (956) 717-1176
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ENGINEERING REGISTRATION No. F-8518 SURVEY REGISTRATION No. 100037-00

January 6, 2016

Planning & Zoning

SPECIAL USE PERMIT Request - Narrative

Proposed Activities: A full service restaurant that serves alcoholic drinks and beverages.

Hours of Operation: Restaurant will open from 11:00 AM to 12:00 AM Sunday through Thursday and from 11:00 AM until 2:00 AM Friday and Saturdays (as permitted by the requested Special Use Permit zoning change).

Number of Employee: Full time 14 and part time 8 to 12 depending on holidays and times of the year.

Number of Vehicles: There are 44 adjacent and close by parking spaces as required by the Ordinance with additional shared parking through out the planned retail and commercial development.

Relevant Information: The Special Use Permit will be held by the owners of the building and developers of the 3 ½ acre site – Junction Partners, Inc. The permit will be only for use in that designated building. Plaza Encino has the best business demographics in Laredo for an area within a 1½ - 2 mile radius of the Del Mar & McPherson intersection.

The existing restaurant and bar business (COSMOS) is relocating for a much better location. COSMOS will operating as a restaurant that serves alcohol. Its existing location has deteriorated over the last few years with crime, tenants and maintenance. We are familiar with the owners and know that they are operationally and financially responsible and worthy tenants.

Junction Partners, Ltd.

Del A. Trautmann, President

Exhibit B

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE MAP OF THE CITY OF LAREDO BY AMENDING ORDINANCE 2016-O-080 WHICH AUTHORIZED A SPECIAL USE PERMIT FOR A RESTAURANT SERVING ALCOHOL ON LOT 5A, BLOCK 1, ENCINO PLAZA SUBDIVISION, UNIT 2A, LOCATED AT 7518 MCPHERSON ROAD, SUITE 510 (3,700 SQUARE FEET) IN ORDER TO REMOVE JUNCTION PARTNERS, LIMITED AND ENCINO PLAZA, LIMITED FOR COSMOS BAR AND GRILL RESTAURANT AND REPLACE WITH COSMOS BAR AND GRILL ENCINO PLAZA, INCORPORATED AS THE PARTY TO WHOM THE PERMIT IS ISSUED; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received to amend the Executed Ordinance 2016-O-080 which authorized a Special Use Permit for a restaurant serving alcohol on Lot 5A, Block 1, Encino Plaza Subdivision, Unit 2A, located at 7518 McPherson Road, Suite 510 (3,700 square feet) in order to remove Junction Partners, Limited and Encino Plaza, Limited for Cosmos Bar and Grill Restaurant and replace with Cosmos Bar and Grill Encino Plaza, Incorporated as the party to whom the permit is issued; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on September 15, 2022; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the issuance of the 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 October 17, 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 2016-O-080 authorized a Special Use Permit for a restaurant serving alcohol on Lot 5A, Block 1, Encino Plaza Subdivision, Unit 2A, located at 7518 McPherson Road, Suite 510 (3,700 square feet) in order to remove Junction Partners, Limited and Encino Plaza, Limited for Cosmos Bar and Grill Restaurant and replace with Cosmos Bar and Grill Encino Plaza, Incorporated as the party to whom the permit is issued.

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 Junction Partners, LTD and Encino Plaza LTD for Cosmos Bar and Grill Restaurant, and is non-transferable~~. The Special Use Permit is issued to Cosmos Bar & Grill Encino Plaza, Inc., and may only be transferred upon application to and with the express permission of the City Council.
2. The Special Use Permit is restricted to 3,700 S.F. of area on Building C, Suite 510, as per the site plan, Exhibit "A", which is made part hereof for all purposes.
3. ~~The Special Use Permit is restricted to a restaurant serving alcohol and hours of operation from Monday through Sunday from 11:00 a.m. through 2:00 a.m.~~ The Special Use Permit is restricted to a restaurant serving alcohol and hours of operation from Monday through Sunday from 11:00 a.m. to 11:00 p.m.
4. The establishment must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties.
5. Signage shall be consistent with the City's Sign Ordinance and TABC rules or regulations.
6. Off-street parking shall be provided in accordance with the City of Laredo Land Development Code.
7. Ambient low level music is permitted. Live music and speakers shall be prohibited and there shall be no ground vibrations created or sustained on the site which are perceptible without instruments at any point on any property adjoining the subject property.
8. At all times the restaurant is open to the public for business; it shall continually maintain and serve food from its full service menu.
9. The restaurant shall not exceed the "Occupant Load" as set forth in the Certificate of Occupancy with Occupant Load issued to SUP business holder.
10. The restaurant shall, during all hours of operation, maintain, free from obstruction or impediment to full instant use in the case of fire or other emergency, all exit accesses, exits or exit discharges.
11. The restaurant shall undergo an annual Fire Inspection.
12. All permits, licenses, certifications and inspections required by the codes and ordinances of the City of Laredo shall be kept up to date and current including but not limited to Food Manager License (annual), Food Handler's Permit (annual), and Certificate of occupancy with Occupant Load, Occupant Load being the approved capacity of a building or portion thereof.
13. Landscaping of property shall be provided in accordance with the City of Laredo Land Development Code.
14. Lighting of property shall be screened and face inward to avoid adverse impact on adjacent residential neighborhoods.
15. Owner shall provide a 7' high opaque fence along property lines which abut or adjoin any residential zones/uses.
16. Owner shall comply with, Building, Health, Life and Safety, and all applicable codes and regulations as required.
17. The Restaurant shall maintain and comply with the BLUE Gun Sign regulations as per TABC (not to exceed the required alcohol sales percentages).
18. The restaurant shall provide the City of Laredo, Planning Department with a copy of the current TABC License to include but not limited to any renewals or amendments as they occur.

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

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

Section 5: The Special Use Permit authorized by this ordinance shall be revoked pursuant to the Laredo Land Development Code, section 24.93.12.12, 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, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

Public Hearings (also Intro Ord) 12.

City Council-Regular

Meeting Date: 10/17/2022

Initiated By: Riazul Mia, Assistant City Manager

Initiated By: Landstar Hotels Laredo, LLC, Owner; Howland Engineering & Surveying Co., Applicant; Miguel Jimenez, 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 1, 2, 3, 4, 5, 6, 7, and 8, Block 474, Western Division, located at 2410 Santa Ursula Avenue, first floor restaurant (2,038.58 square feet).

The Planning and Zoning Commission recommended **approval** of the proposed Special Use Permit and staff **supports** the application.

ZC-102-2022
District VIII

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council District: VIII - Cm. Alyssa Cigarroa

Proposed use: Restaurant Serving Alcohol

Site: The site is currently occupied by a hotel (Courtyard by Marriot Hotels).

Surrounding land uses: To the north of the site is Hotel Ava, Garden Street, and Leon Ramirez Florists. To the east of the site is Santa Ursula Avenue and Interstate 35. To the south of the site is Shea Street, Elizondo Motor Sales, Gonzalez Motors, Villarreal Auto Care, Rugas Auto Sales, and 68 Club. To the west of the site is San Bernardo Avenue, Laredo Fire Station #3, and Laredo Civic Center.

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=39

Transportation Plan: The Long Range Thoroughfare Plan identifies Santa Ursula Avenue as a Freeway and San Bernardo Avenue as a Major Collector, but does not identify Garden Street or Shea Street.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

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

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a 5 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 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 as this location for the following reasons:

1. The proposed use is 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 959.83. The distance to the nearest school (JZ Leyendecker Elementary) is about 2,068.08 feet.
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 115 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 Landstar Hotels Laredo, LLC and may only be transferred upon application to and with the express permission of the City Council.
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 Monday to Sunday, 6:00 a.m. to 10:00 a.m. and 6:00 p.m. to 11:00 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.
18. The restaurant shall provide a full service menu until closing.
19. The restaurant shall not derive in excess of fifty percent (50%) of its gross revenue on a quarterly basis from the sale or service of alcoholic beverages, as defined in the Texas Alcoholic Beverage Code (as amended), for on-premise consumption.

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?
No. It is not anticipated to have a negative impact in the surrounding area or neighborhood.

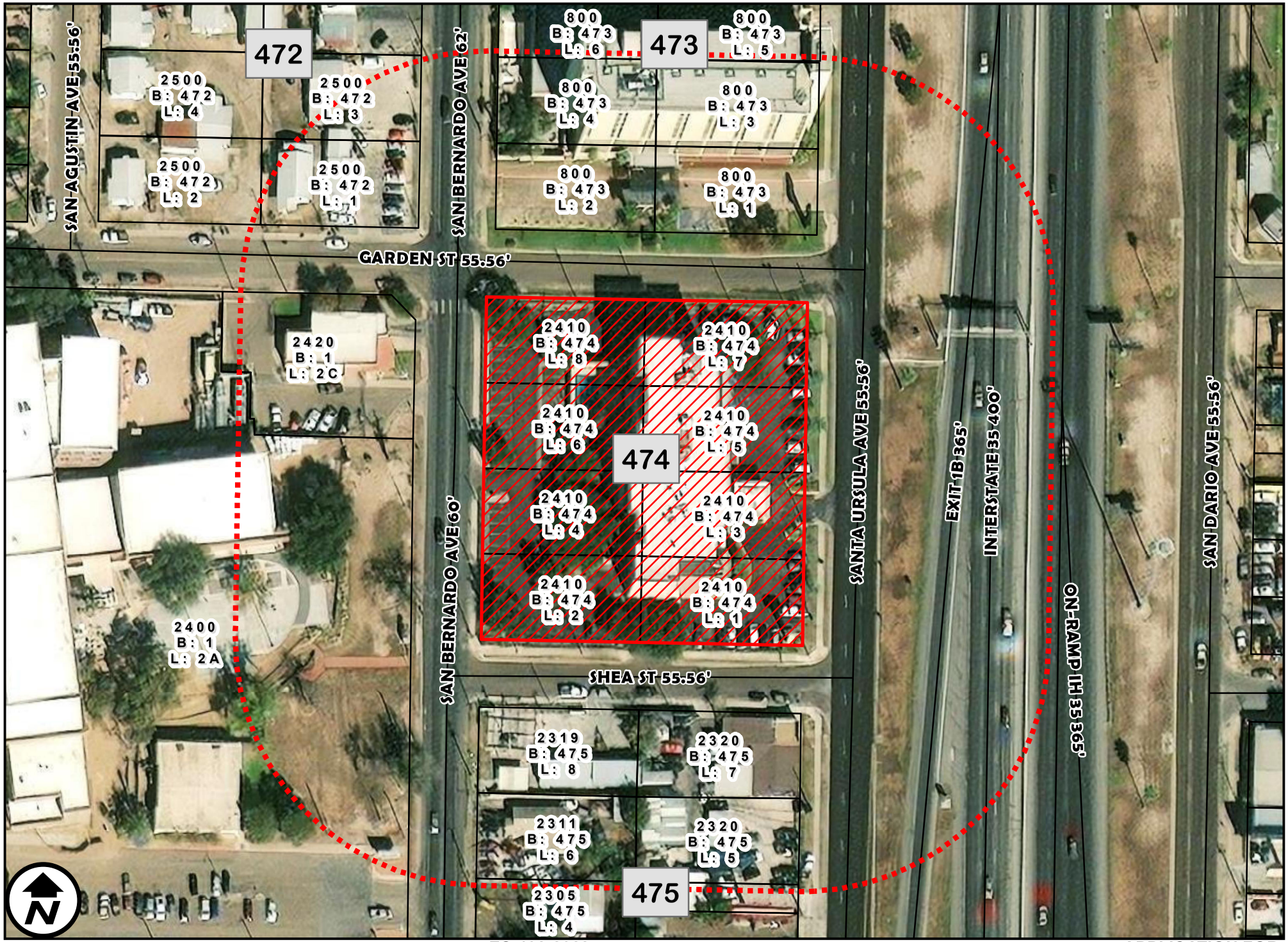
Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes. The underlying zone requires the SUP overlay to allow for a restaurant serving alcohol.

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

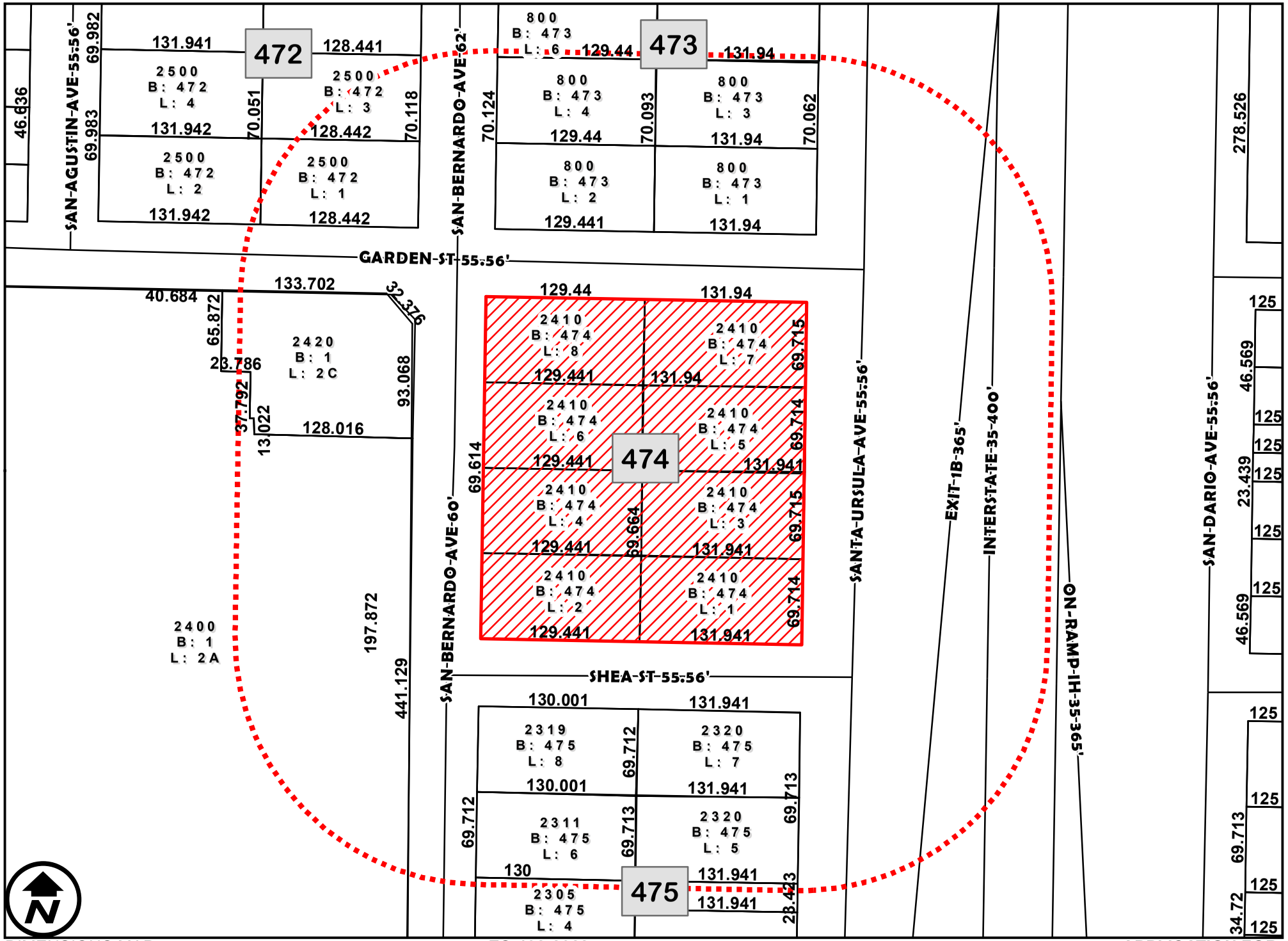


AERIAL MAP

1 inch = 100 feet

ZC-102-2022
COUNCIL DISTRICT 8
2410 SANTA URSULA AVENUE

APPLICATION FOR
B-3 (COMMUNITY BUSINESS DISTRICT) TO
S.U.P. FOR RESTAURANT SERVING ALCOHOL

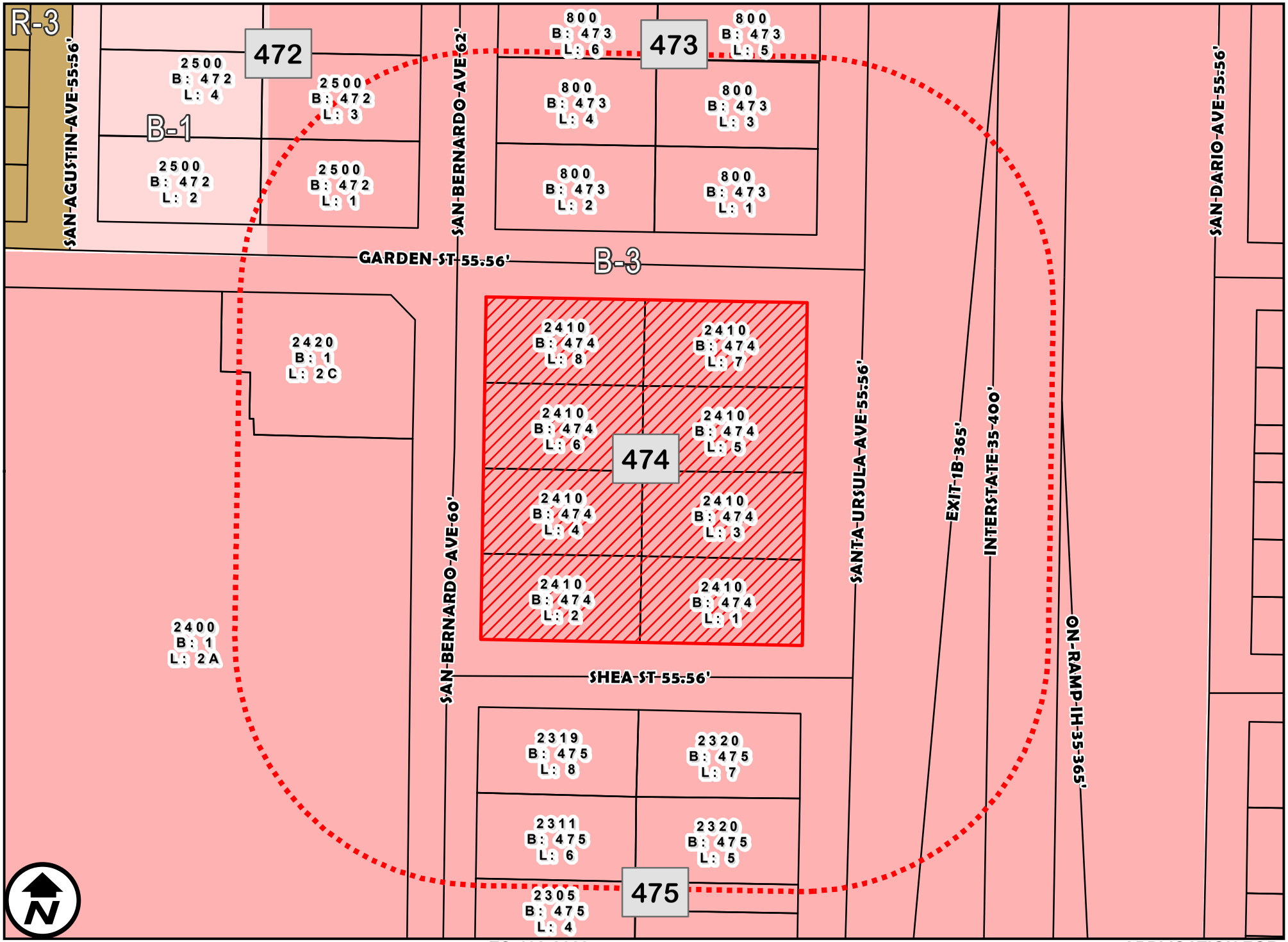


DIMENSIONS MAP

1 inch = 100 feet

ZC-102-2022
COUNCIL DISTRICT 8
2410 SANTA URSULA AVENUE

APPLICATION FOR
B-3 (COMMUNITY BUSINESS DISTRICT) TO
S.U.P. FOR RESTAURANT SERVING ALCOHOL

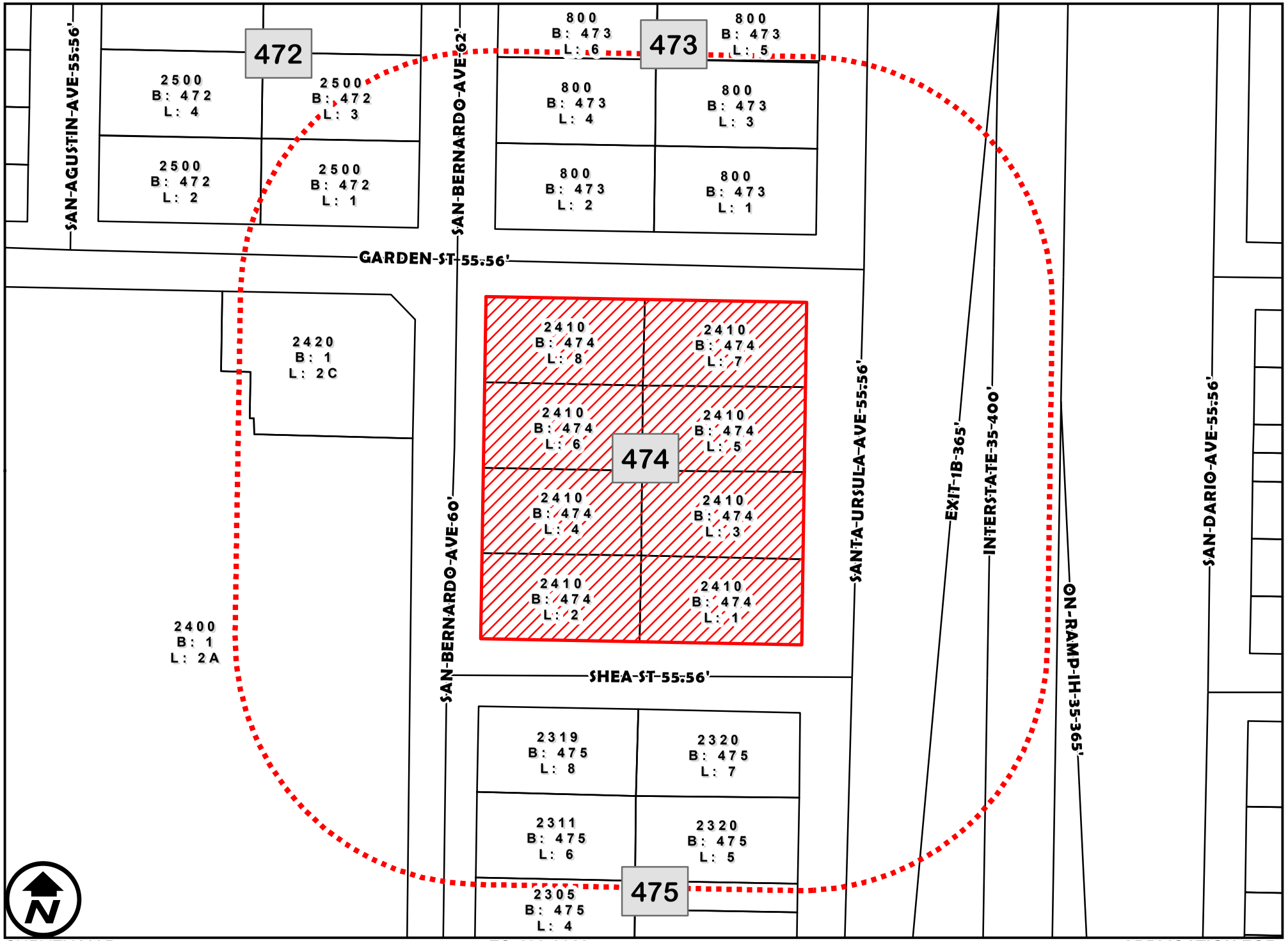


ZONING MAP

1 inch = 100 feet

ZC-102-2022
COUNCIL DISTRICT 8
2410 SANTA URSULA AVENUE

APPLICATION FOR
B-3 (COMMUNITY BUSINESS DISTRICT) TO
S.U.P. FOR RESTAURANT SERVING ALCOHOL

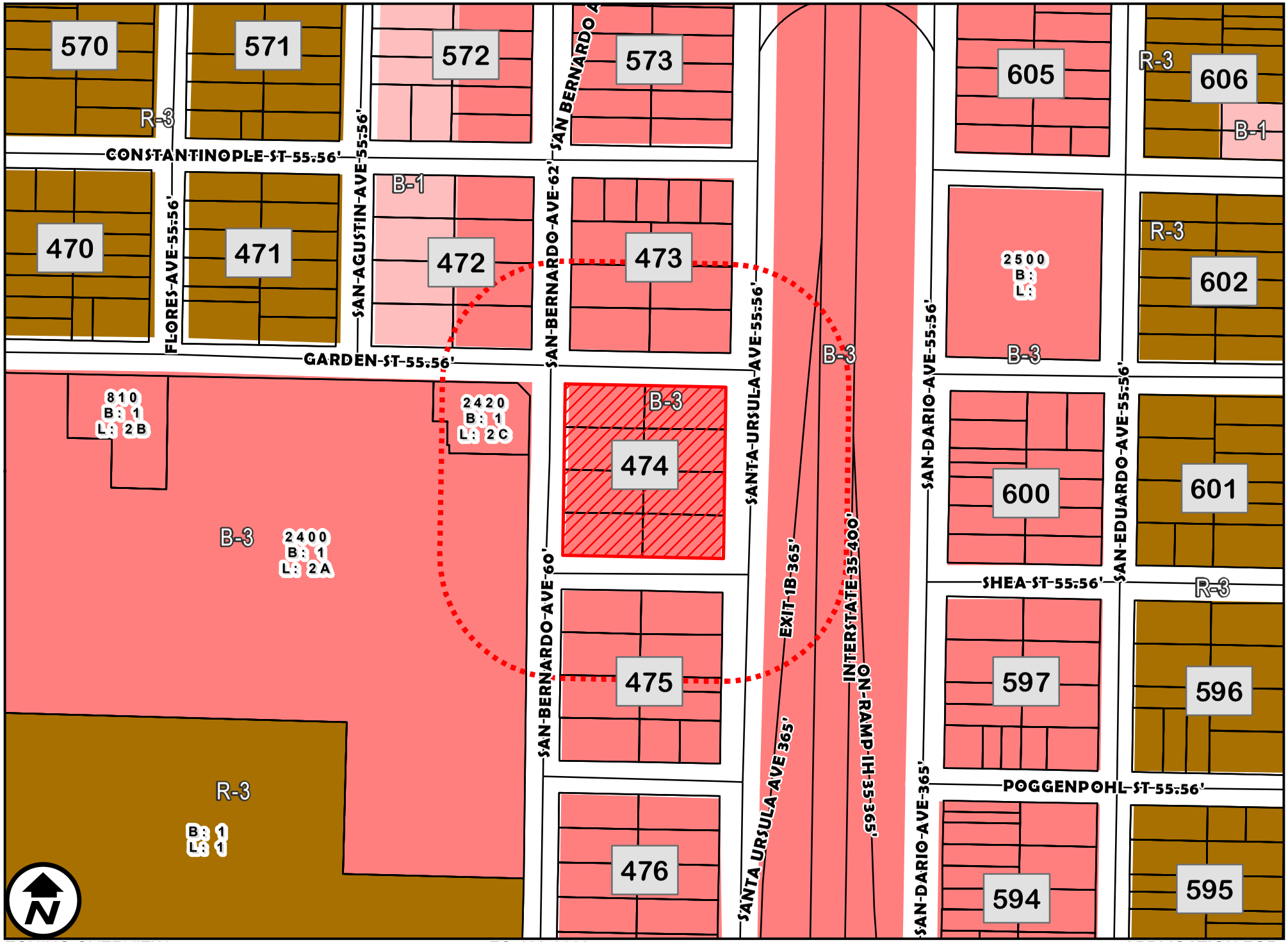


SURVEY MAP

1 inch = 100 feet

ZC-102-2022
COUNCIL DISTRICT 8
2410 SANTA URSULA AVENUE

APPLICATION FOR
B-3 (COMMUNITY BUSINESS DISTRICT) TO
S.U.P. FOR RESTAURANT SERVING ALCOHOL

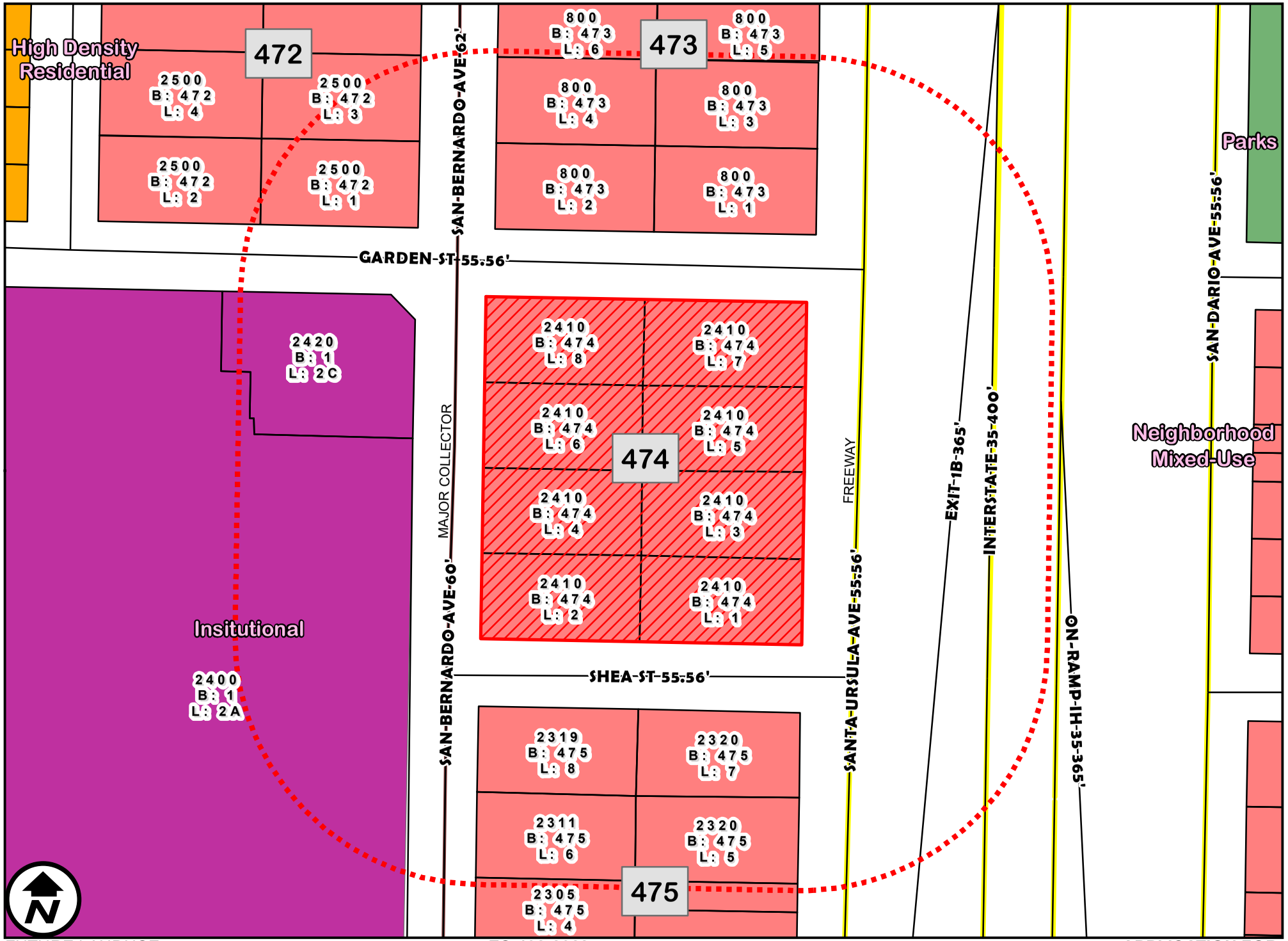


ZONING OVERVIEW

1 inch = 200 feet

ZC-102-2022
COUNCIL DISTRICT 8
2410 SANTA URSULA AVENUE

APPLICATION FOR
B-3 (COMMUNITY BUSINESS DISTRICT) TO
S.U.P. FOR RESTAURANT SERVING ALCOHOL

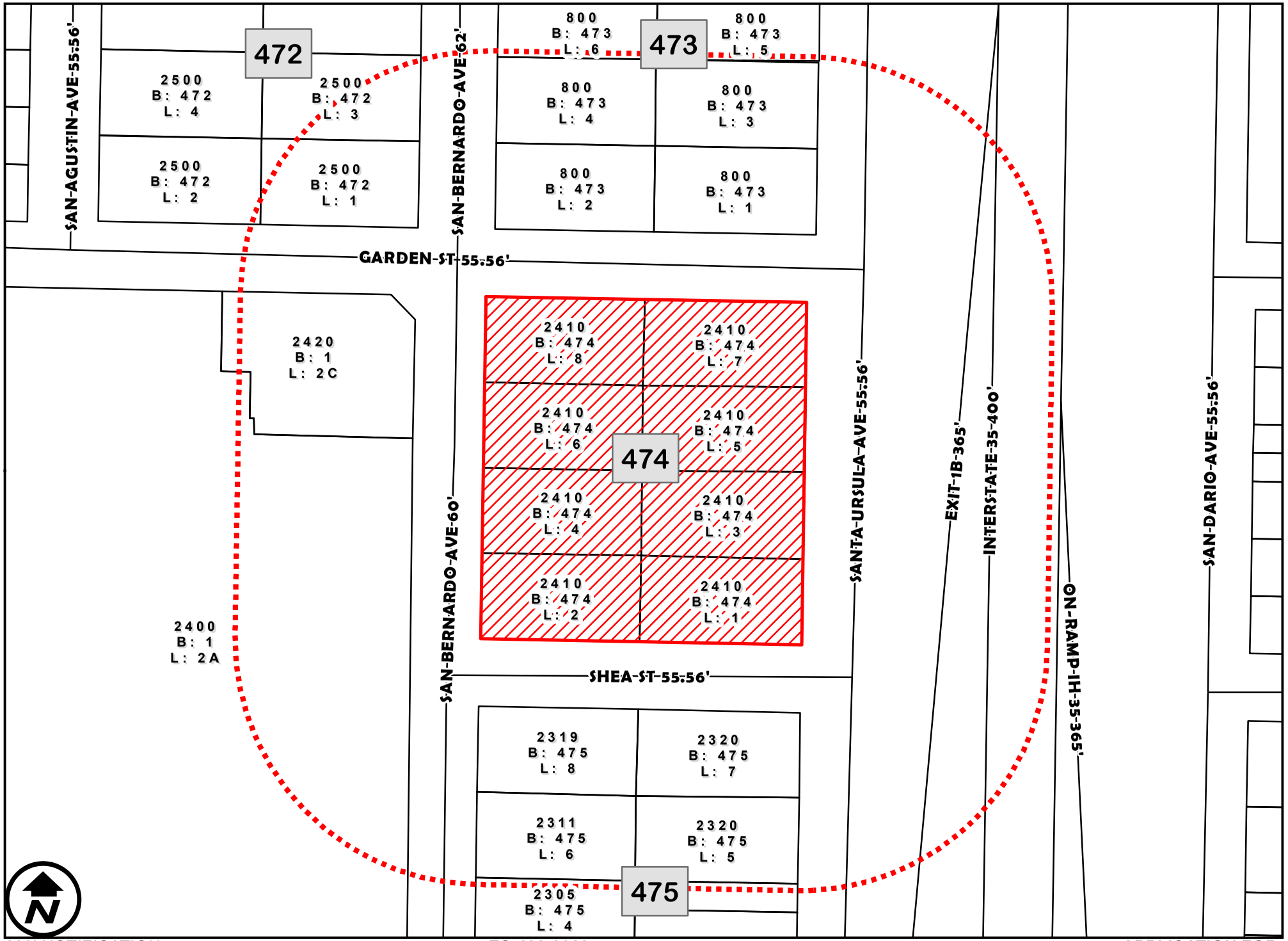


FUTURE LANDUSE

1 inch = 100 feet

ZC-102-2022
COUNCIL DISTRICT 8
2410 SANTA URSULA AVENUE

APPLICATION FOR
B-3 (COMMUNITY BUSINESS DISTRICT) TO
S.U.P. FOR RESTAURANT SERVING ALCOHOL



200' NOTIFICATION

1 inch = 100 feet

ZC-102-2022
COUNCIL DISTRICT 8
2410 SANTA URSULA AVENUE

APPLICATION FOR
B-3 (COMMUNITY BUSINESS DISTRICT) TO
S.U.P. FOR RESTAURANT SERVING ALCOHOL

NARRATIVE DESCRIPTION

FOR THE

COURTYARD BY MARRIOT

2410 SANTA URSULA AVENUE

LAREDO, TEXAS, 78040

August 4th, 2022

To whom it may concern,

The purpose of this application is to request a Special Use Permit to operate "The Bistro", restaurant-bar that is present in all Courtyard by Marriot Hotels. The restaurant-bar will feature a coffee shop with Starbucks products, appetizers, cocktails, beers, and wine. The restaurant-bar will operate daily with the hours of operation being 6:00 am – 10:00 am and 6:00 pm – 11:00 pm with six employees and no vehicles being the targeted guests are those staying in the hotel.

Sincerely,

Miguel Jimenez / P.E.

HOWILAND

ENGINEERING AND SURVEYING CO.

Exhibit A

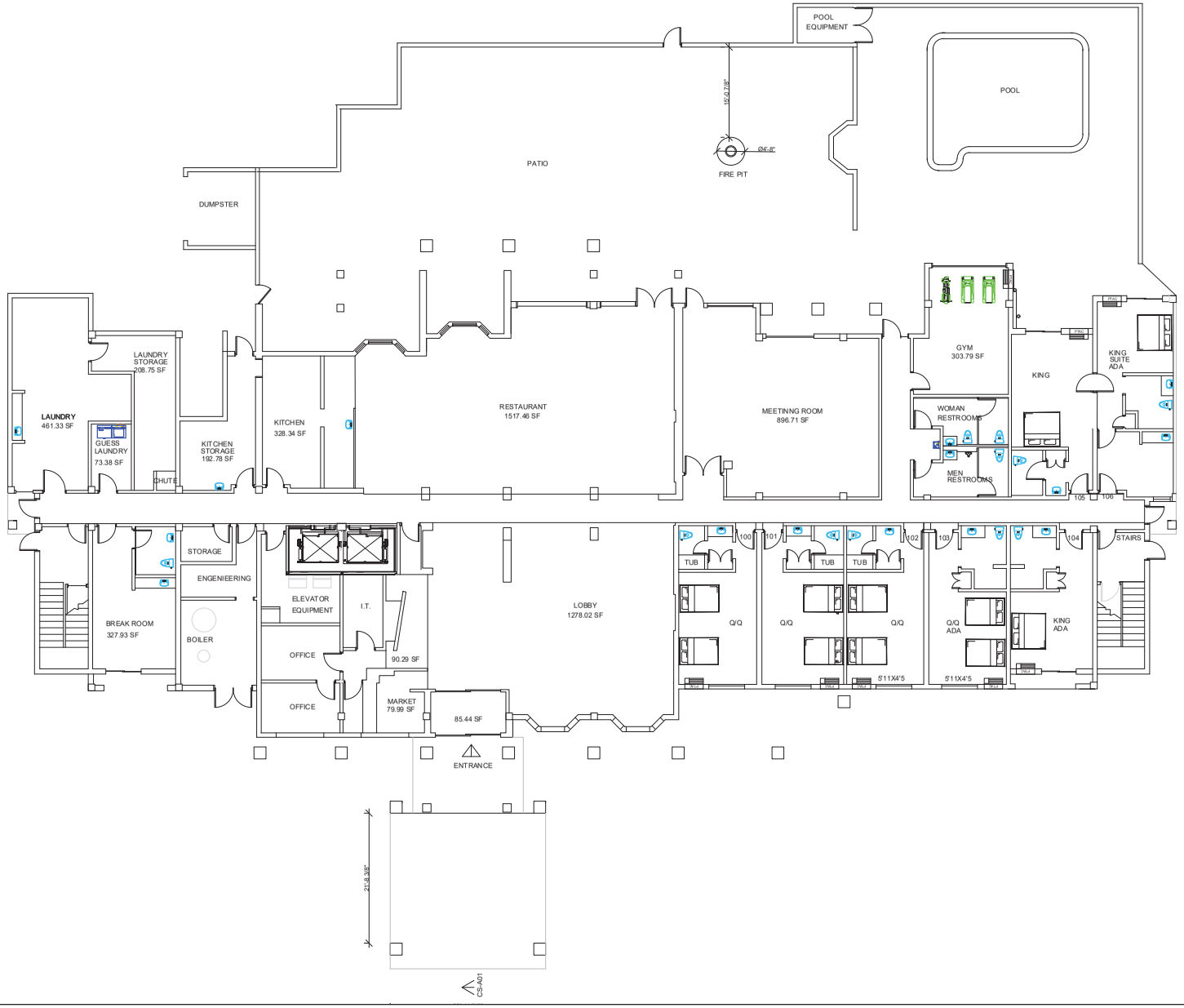
COURT YARD BY MARRIOTT

SQUARE FOOTAGE PLAN

LAREDO TEXAS

ESC:

1'1/2"=1'0"



LEGAL DESCRIPTION

LOTS ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5), SIX (6), SEVEN (7) AND EIGHT (8), INCLUSIVE, IN BLOCK FOUR HUNDRED SEVENTY-FOUR (474), SITUATED IN THE WESTERN DIVISION OF THE CITY OF LAREDO, WEBB COUNTY, TEXAS, ACCORDING TO THE ORIGINAL MAP OR PLAT OF THE SAID CITY; SAME AND EXCEPT 2.5 FEET CONVEYED TO THE CITY OF LAREDO, BY DEED DATED OCTOBER 2, 1837, RECORDED IN VOLUME 149, PAGE 154, WEBB COUNTY, DEED RECORDS.

FLOOD NOTE:

BY SCALED MAP AND GRAPHIC PLOTTING ONLY, THE PROPERTY APPEARS TO LIE IN ZONE X (AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS PER THE FLOOD INSURANCE RATE MAP, MAP No. 48479C1195C, WHICH BEARS AN EFFECTIVE DATE OF APRIL 2, 2008.

NOTES

1. This survey was made in accordance with laws and/or Minimum Standards of the State of Texas.
2. The property described hereon is the same as the property described in Title Commitment No. FT-131-900131190485 with an effective date of April 13, 2020, and that all easements, covenants and restrictions referenced in said title commitment or apparent from a physical inspection of the site or otherwise known to me have been plotted hereon or otherwise noted as to their effect on the subject property.
3. Said described property is located within an area having a Zone X area determined to be outside the 0.2% annual chance floodplain, by the Federal Emergency Management Agency (FEMA), on Flood Insurance Rate Map No. 48479C1195C, with a date of identification of April 2, 2008 Webb County Community No. 481059, and City of Laredo Community No. 480651 in the State of Texas.
4. The property has direct access to Santa Ursula Avenue, Santa Bernardo Avenue and Shea Street (as shown on the survey) dedicated public right-of-ways.
5. The total number of striped parking spaces on the subject property is 110 Regular Parking Spaces, 5 Handicap Spaces.
6. There is no observed evidence of current earth moving work, building construction or building additions (except as shown hereon).
7. There are no proposed changes in street right of way lines. There is no observed evidence of recent street or sidewalk construction or repairs (except as shown or noted hereon)
8. There is no observed evidence of site use as a solid waste dump, sump or sanitary landfill (except as shown or noted hereon)
9. Utilities are based on observed evidence, plans requested from utility department and 811 Utility locators, Ticket Number: 215181959. Call 811 before you dig.

ZONING DATA

ZONING CLASSIFICATION: ZONED B-3, COMMUNITY BUSINESS DISTRICT

MAXIMUM HEIGHT: 13 STORIES/160 FEET

SETBACKS:
FRONT YARD SETBACK: 25 FEET
SIDE YARD SETBACK (CORNER): 10 FEET
SIDE YARD SETBACK (INTERIOR): SETBACKS SHALL BE TEN FEET (10'0") OR THE NUMBER OF FEET ESTABLISHED IN TABLE 503 IN THE ADOPTED INTERNATIONAL BUILDING CODE, WHICHEVER IS GREATER.
REAR YARD SETBACK: SETBACKS SHALL BE TEN FEET (10'0") OR THE NUMBER OF FEET ESTABLISHED IN TABLE 503 IN THE ADOPTED INTERNATIONAL BUILDING CODE, WHICHEVER IS GREATER.

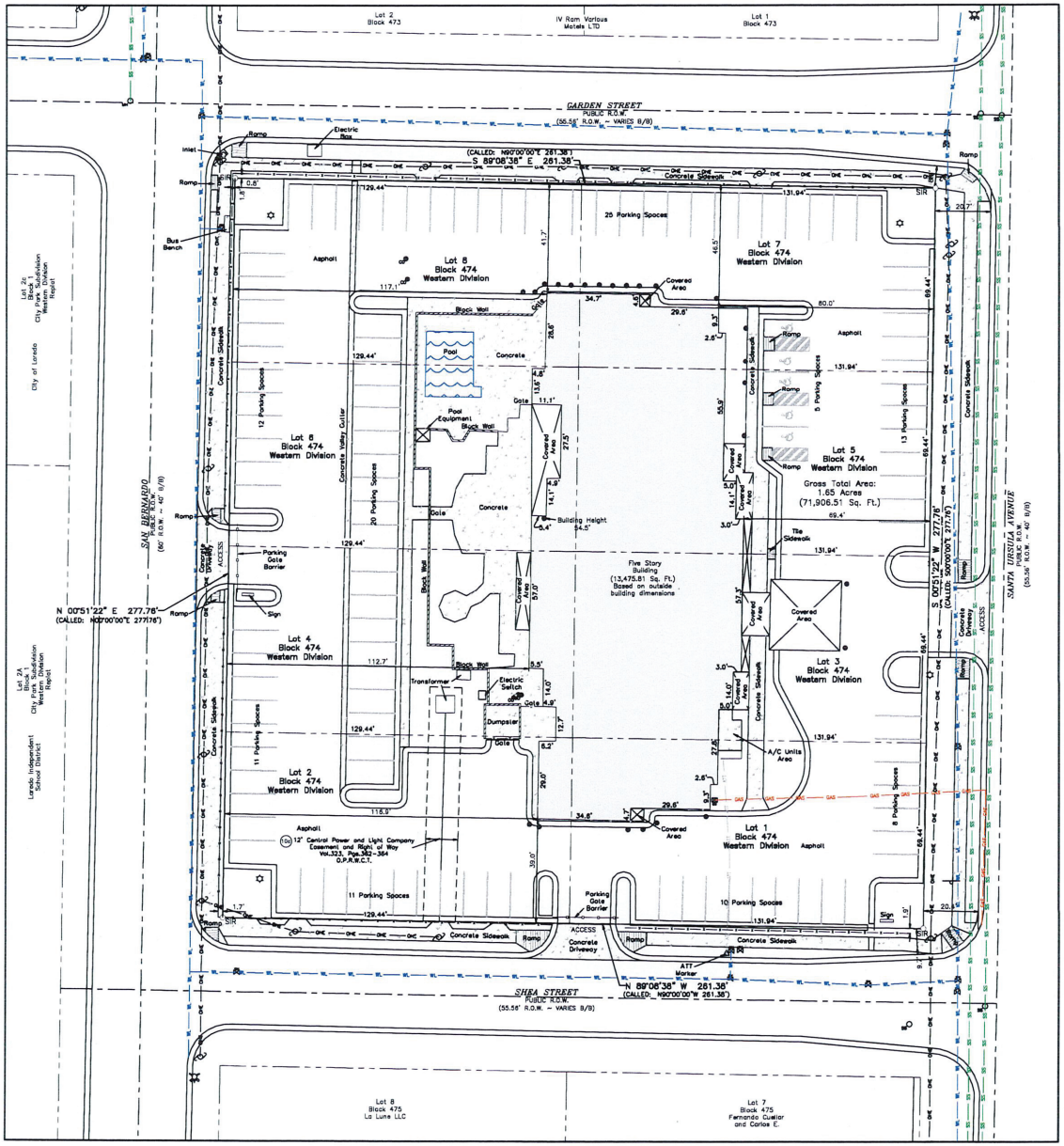
PARKING:
PARKING SPACES REQUIRED (HOTELS/MOTELS): ONE (1) PER EACH SLEEPING ROOM PLUS ONE (1) SPACE FOR EACH 200 SQ. FT. OF COMMERCIAL FLOOR AREA USED THEREIN (MINUS LOBBY AREA).

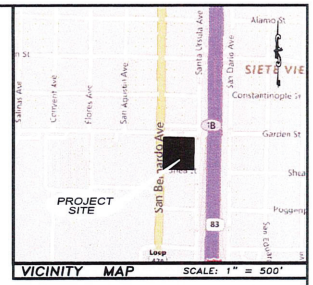
SOURCE: CITY OF LAREDO – LAND DEVELOPMENT CODE (MARCH 02, 2018)

NOTES CORRESPONDING TO SCHEDULE B:

(10a) Easement, Right of Way and/or Agreement by and between H.G.P.–Laredo Corp. and Central Power and Light Company, dated April 10, 1995, filed June 12, 1995, recorded in Volume 323, Page 362, Webb County Official Records. [Affects Subject Property, Plotted Hereon]

(10d) Easement granted in the Commercial Bulk Service Agreement by and between Texas Cable Partners, L.L.P. d/b/a Time Warner Cable and HGP–Laredo Corporation d/b/a Courtyard by Marriott, dated March 15, 2005, filed May 17, 2005, recorded in Volume 1830, Page 313, Webb County Official Public Records. [Affects Subject Property, Not Plotted Hereon (Not a survey matter)]





GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

BASIS OF BEARING:

G.P.S., Texas Coordinate System, Texas South Zone, NAD 1983

LEGEND

- Power Pole
- Fire Hydrant
- Bollard
- Water Meter
- Water Valve
- Traffic Sign
- Light Pole
- Clean Out
- Handicap Sign
- SIR = Set 1/2" Iron Rod
- Iron Fence
- Sanitary Sewer Line
- Water Line
- Gas Line
- Overhead Power Line
- AT&T Line

STATE OF TEXAS REGISTERED ENRIQUE A MEJIA III 5653 PROFESSIONAL LAND SURVEYOR

SURVEYOR'S CERTIFICATE:

To: Landstar Hotels Laredo, LLC, a Texas limited liability company, and/or assigns, Sunflower Bank, N.A. and Fidelity 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 2021 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, 6(a)(b), 7(a)(b1)(c), 8, 9, 11(b), 13, 17 and 18 of Table A thereof.

The field work was completed on: April 26, 2021

Date of Plat or Map: May 18, 2021

Enrique A. Mejia, III
TEXAS. R.P.L.S. No. 5653

05-19-21
Dated

ALTA/NSPS LAND TITLE SURVEY

OF

LOTS ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5), SIX (6), SEVEN (7) AND EIGHT (8), INCLUSIVE, IN BLOCK FOUR HUNDRED SEVENTY-FOUR (474), SITUATED IN THE WESTERN DIVISION OF THE CITY OF LAREDO, WEBB COUNTY, TEXAS, ACCORDING TO THE ORIGINAL MAP OR PLAT OF THE SAID CITY; SAME AND EXCEPT 2.5 FEET CONVEYED TO THE CITY OF LAREDO, BY DEED DATED OCTOBER 2, 1837, RECORDED IN VOLUME 149, PAGE 154, WEBB COUNTY, DEED RECORDS.

BASED UPON TITLE COMMITMENT FILE No. FT-131-900131190485 ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY
EFFECTIVE DATE: APRIL 13, 2020

ADDRESS: 2410 SANTA URSULA AVENUE, LAREDO, TEXAS, 78040

Blue Top Land Surveying
101 West Hillside, Suite 10
Laredo, Texas 78041
Phone: (956) 724-8423
Fax: (956) 712-2580
FIRM # 10071800

SURVEY BASED ON GF No.:	FT-131-900131190485
REVISED DATE:	
DATE:	05-19-21
DRAWN BY:	O.A
CHECKED BY:	E.A.M.
JOB No.	210062

FILE: 210062_LT-LB 8474 WO (ALTA).DWG

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE MAP OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE A SPECIAL USE PERMIT FOR A RESTAURANT SERVING ALCOHOL ON LOT 1, 2, 3, 4, 5, 6, 7, AND 8, BLOCK 474, WESTERN DIVISION, LOCATED AT 2410 SANTA URSULA AVENUE, FIRST FLOOR RESTAURANT (2,038.58 SQUARE FEET); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Special Use Permit for a restaurant serving alcohol on Lot 1, 2, 3, 4, 5, 6, 7, and 8, Block 474, Western Division, located at 2410 Santa Ursula Avenue, first floor restaurant (2,038.58 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 September 15, 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 October 17, 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 Lot 1, 2, 3, 4, 5, 6, 7, and 8, Block 474, Western Division, located at 2410 Santa Ursula Avenue, first floor restaurant (2,038.58 square feet).

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

1. The Special Use Permit is issued to Landstar Hotels Laredo, LLC and may only be transferred upon application to and with the express permission of the City Council.
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 Monday to Sunday, 6:00 a.m. to 10:00 a.m. and 6:00 p.m. to 11:00 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.
18. The restaurant shall provide a full service menu until closing.
19. The restaurant shall not derive in excess of fifty percent (50%) of its gross revenue on a quarterly basis from the sale or service of alcoholic beverages, as defined in the Texas Alcoholic Beverage Code (as amended), for on-premise consumption.

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, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

Public Hearings (also Intro Ord) 13.

City Council-Regular

Meeting Date: 10/17/2022

Initiated By: Riazul Mia, Assistant City Manager

Initiated By: High Line, Inc., Owner; Alexia Guzman, Applicant / 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 1, Block 3, New Vision Subdivision, Phase II, located at 2405 Grisell Drive, from R-1 (Single Family Residential District) to R-2 (Multi-Family Residential District).

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

ZC-104-2022
District V

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

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

Proposed use: Multi-Family - Apartments

Site: The site is currently vacant land.

Surrounding land uses: To the north of the site is primarily single family residential uses and Casa Verde Apartments. To the east and south of the site is single family residential uses. To the west of the site is single family residential uses and 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=39

Transportation Plan: The Long Range Thoroughfare Plan does not identify Casa

Verde Road and Grisell Drive.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 62 In Favor: 0 Opposed: 1

COMMITTEE RECOMMENDATION

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

STAFF RECOMMENDATION

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

1. The property complies with the R-2 zoning minimum lot width requirements of 46 feet as per the Land Development Code, Section 24.77.1, Dimensional Standards. The property lot width is approximately 288.70 feet.
2. The proposed use is compatible with the surrounding residential and commercial uses in the area.
3. 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.

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?
The site abuts a large area of primarily single family residential uses.

Would this change create an isolated zoning district unrelated to surrounding districts?
There is an R-2 zoning district north 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 apartments as intended by the applicant.

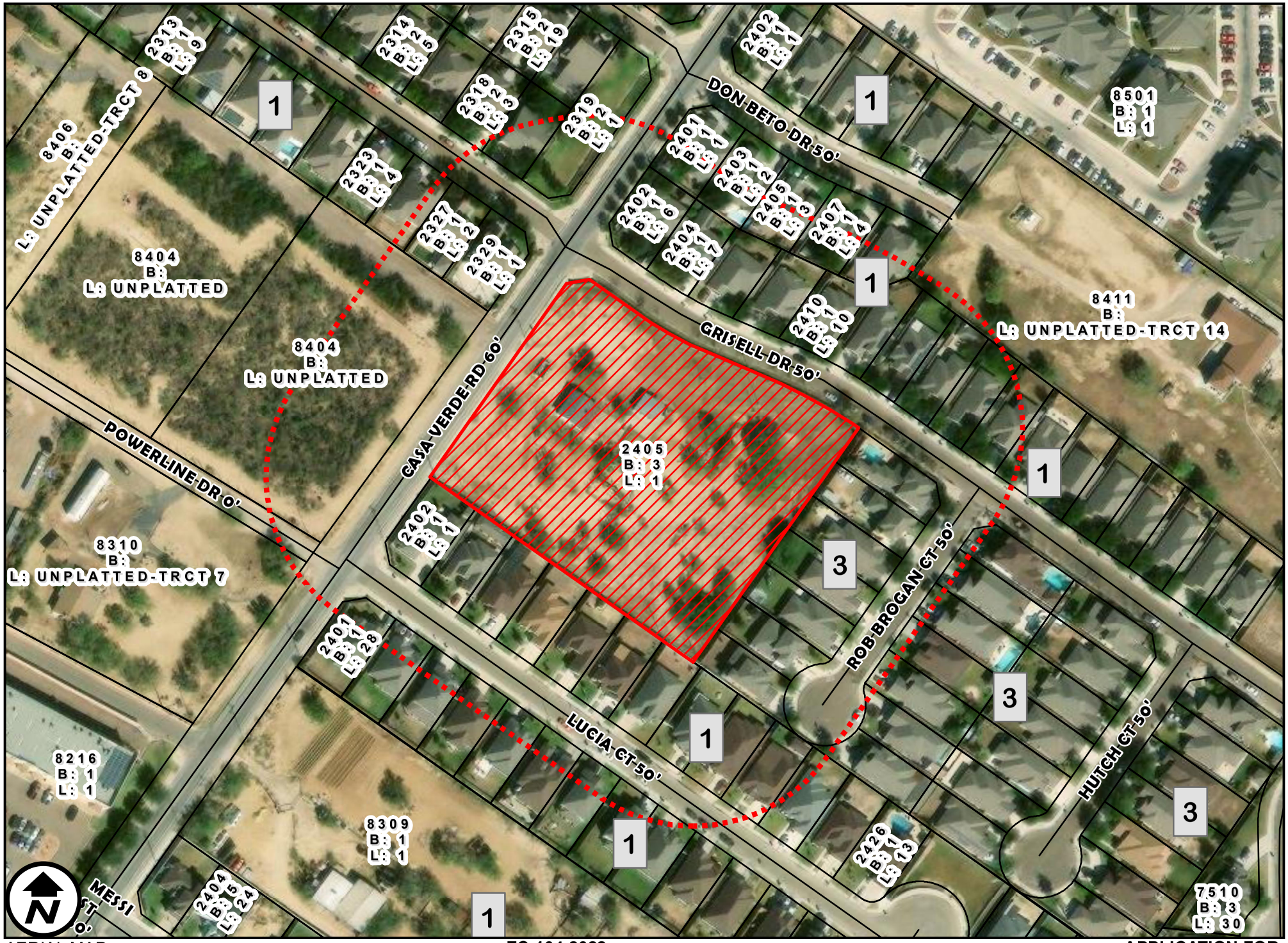
Fiscal Impact

Fiscal Year:

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

Attachments

Maps
Ordinance - Draft

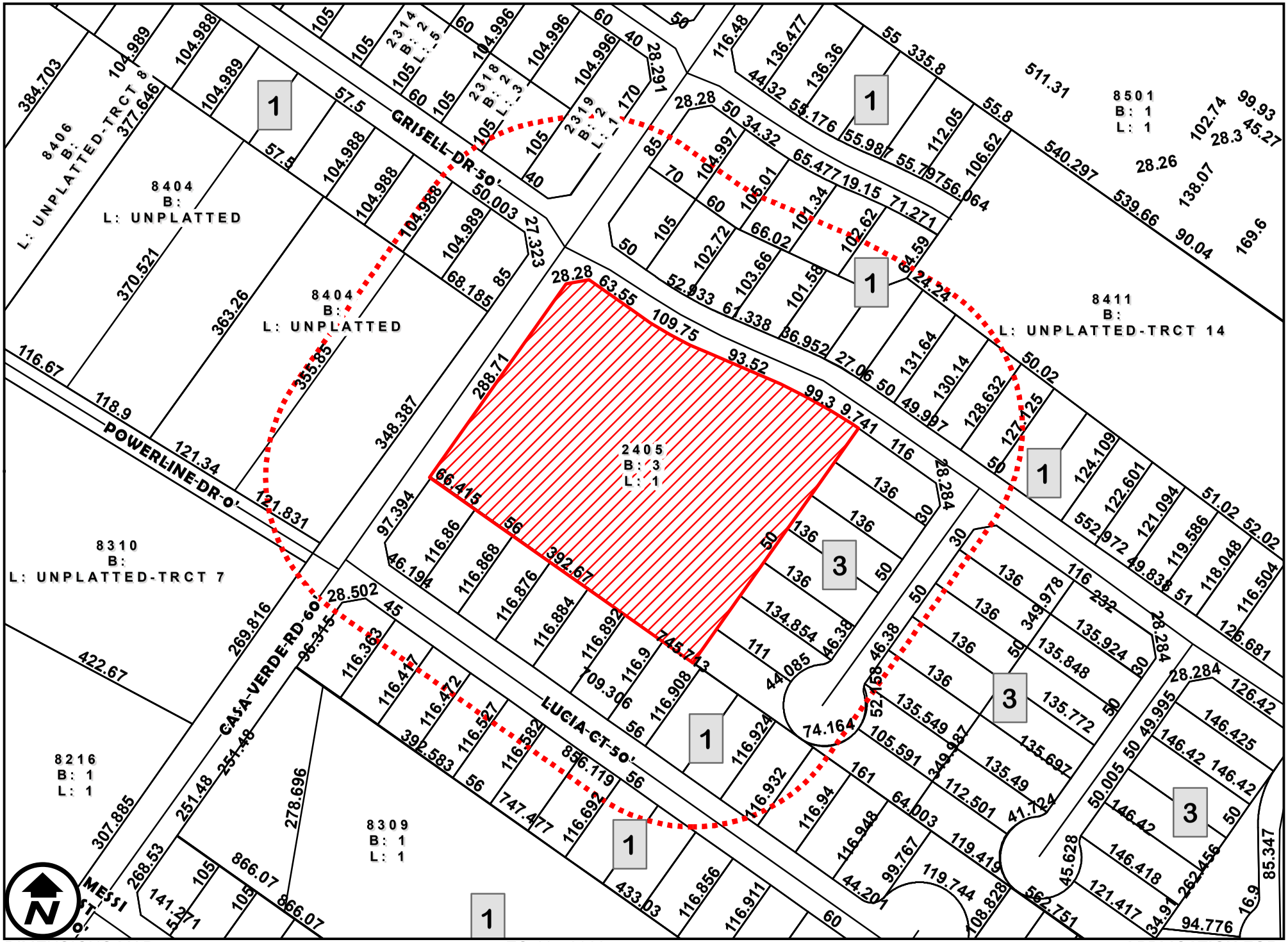


AERIAL MAP

1 inch = 150 feet

ZC-104-2022
COUNCIL DISTRICT 5
2405 GRISELL DRIVE

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

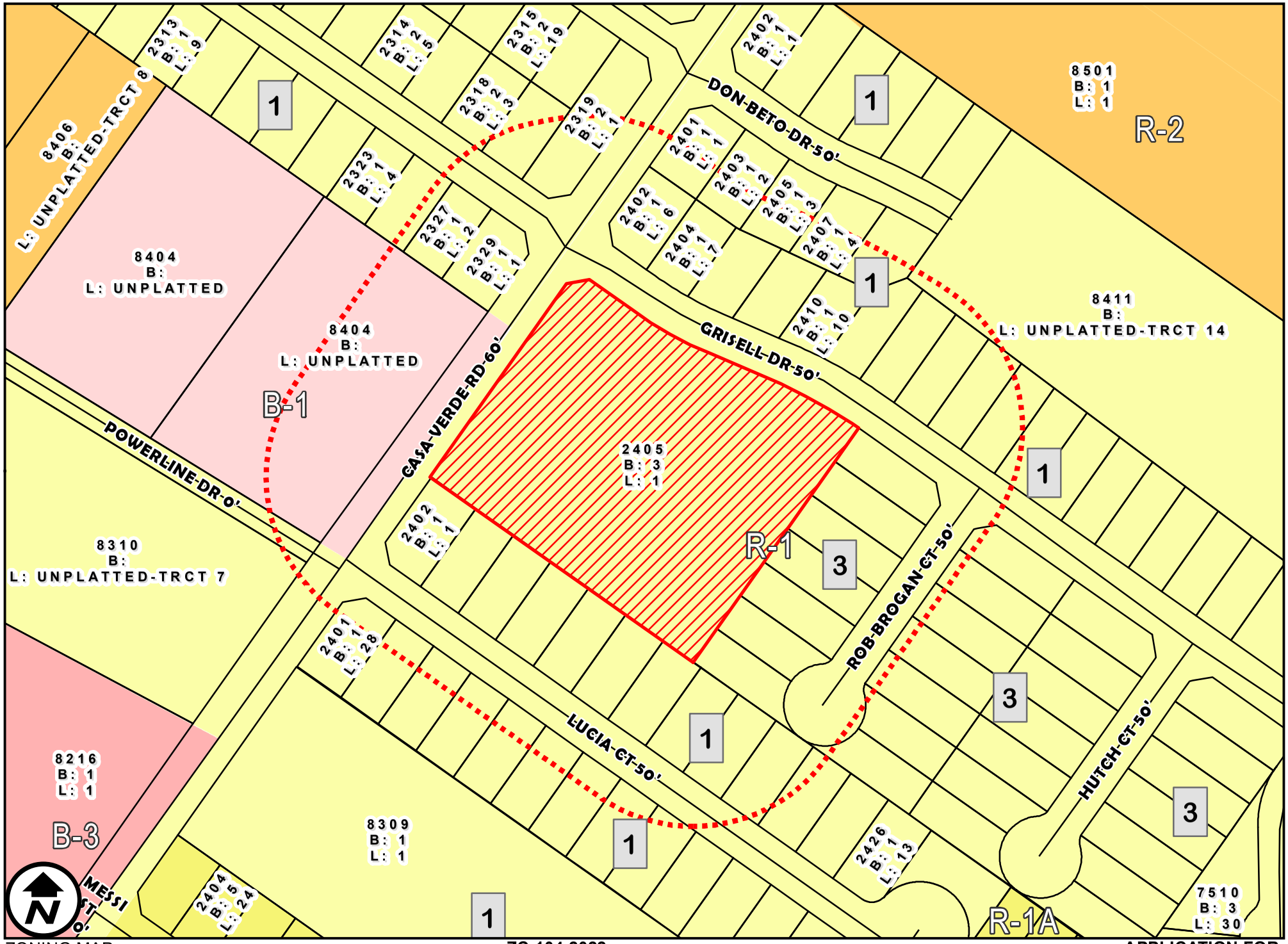


DIMENSIONS MAP

1 inch = 150 feet

ZC-104-2022
COUNCIL DISTRICT 5
2405 GRISELL DRIVE

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

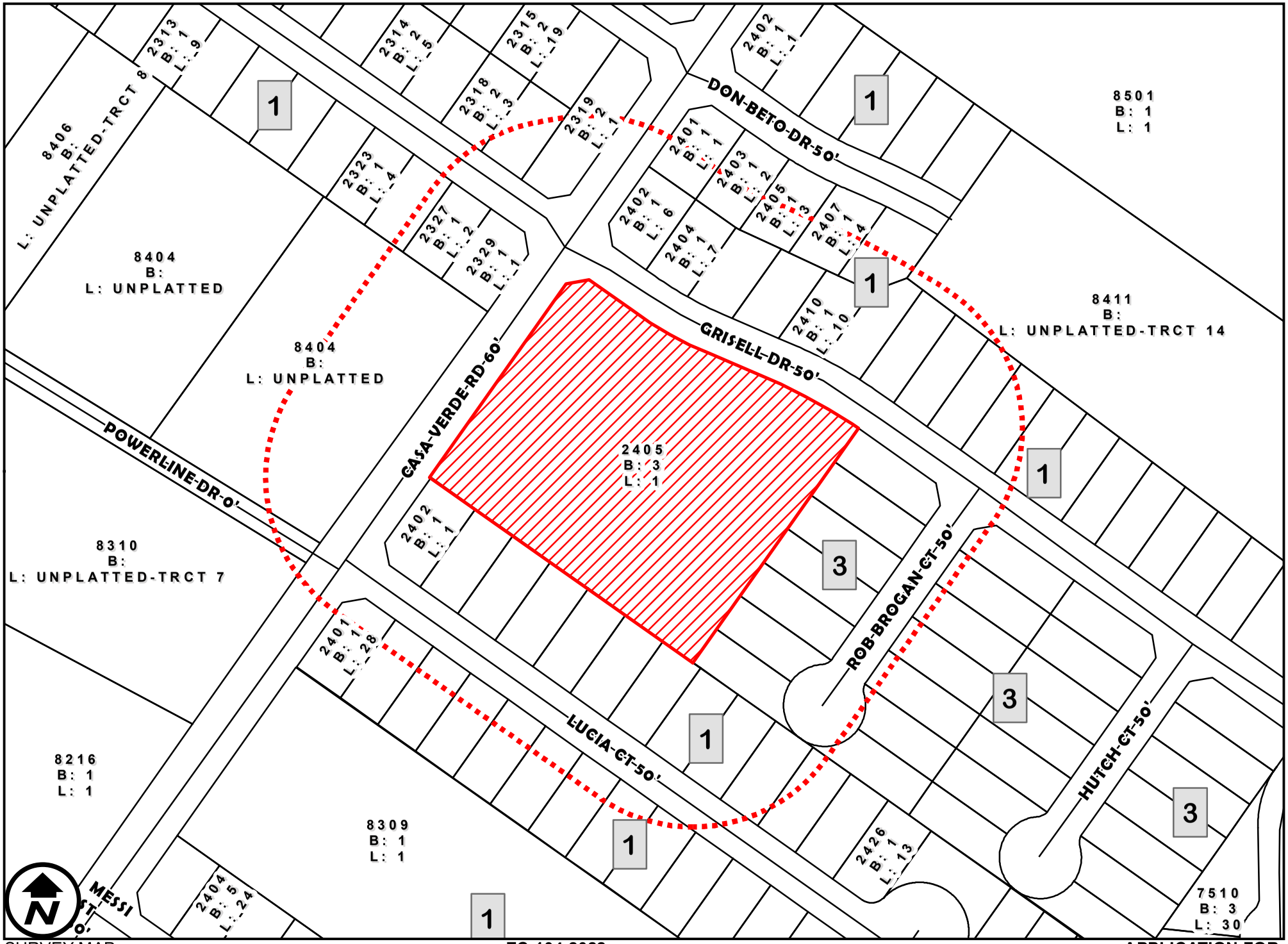


ZONING MAP

1 inch = 150 feet

ZC-104-2022
COUNCIL DISTRICT 5
2405 GRISELL DRIVE

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

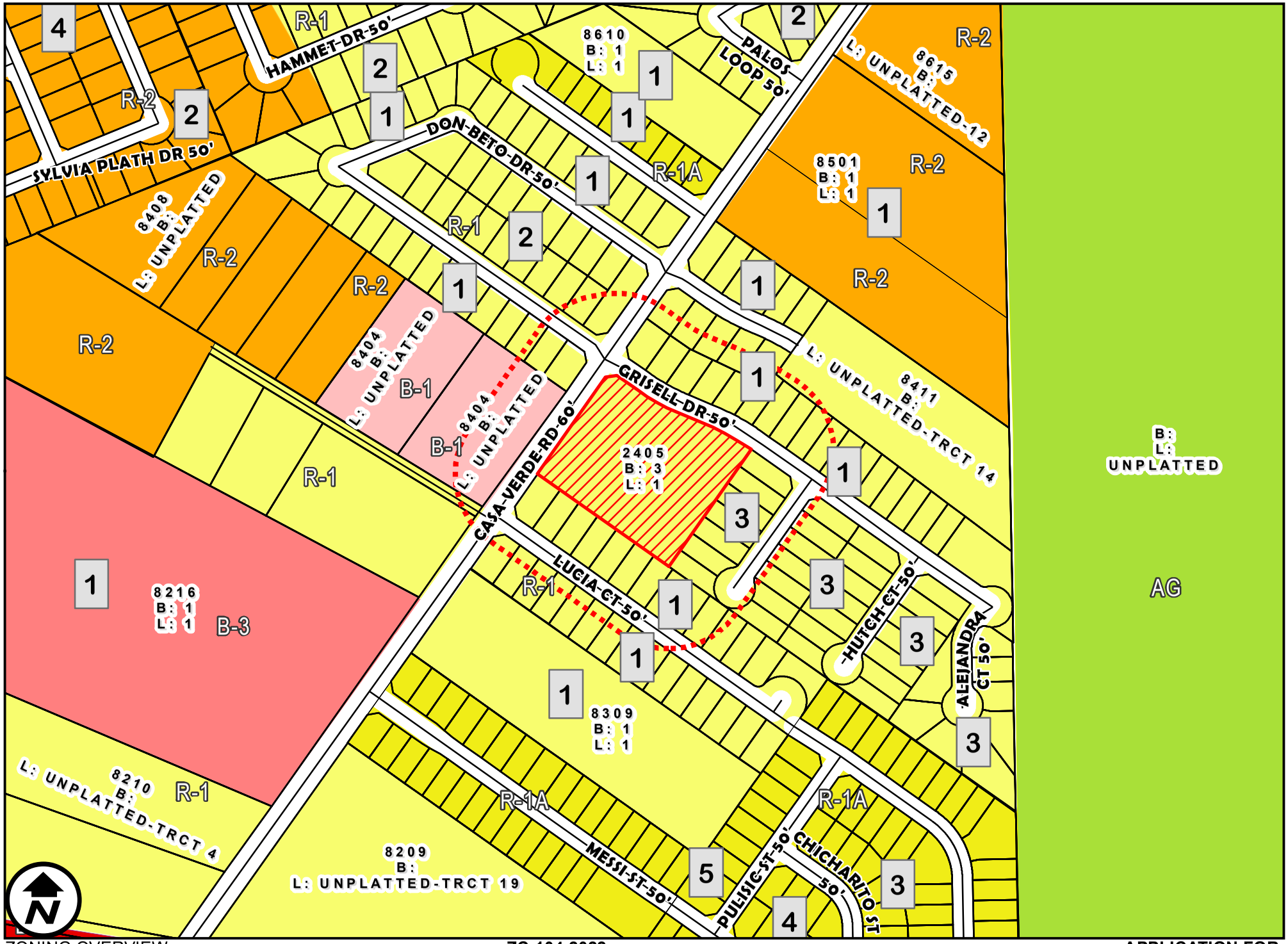


SURVEY MAP

1 inch = 150 feet

ZC-104-2022
COUNCIL DISTRICT 5
2405 GRISELL DRIVE

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

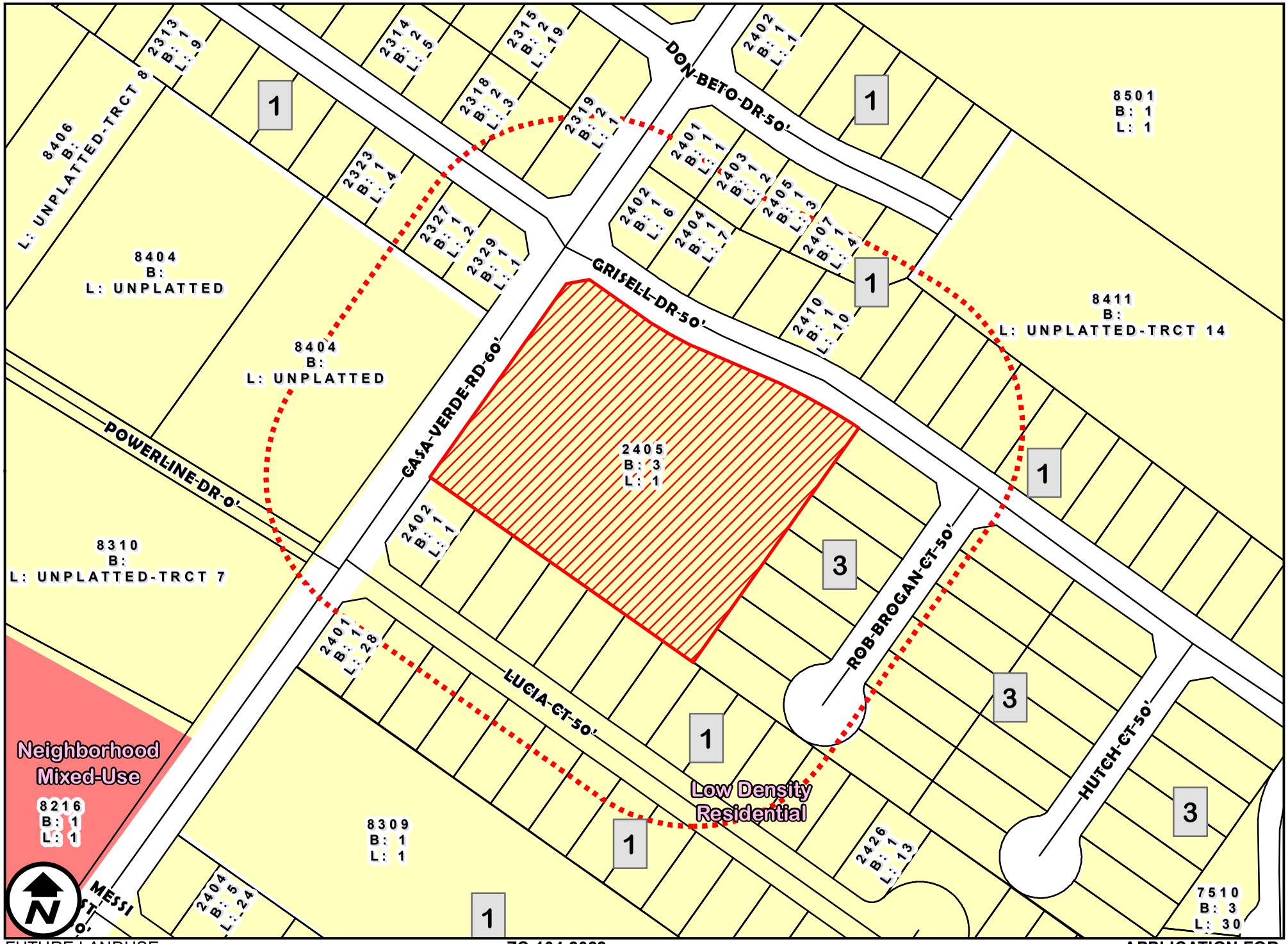


ZONING OVERVIEW

1 inch = 300 feet

ZC-104-2022
COUNCIL DISTRICT 5
2405 GRISELL DRIVE

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

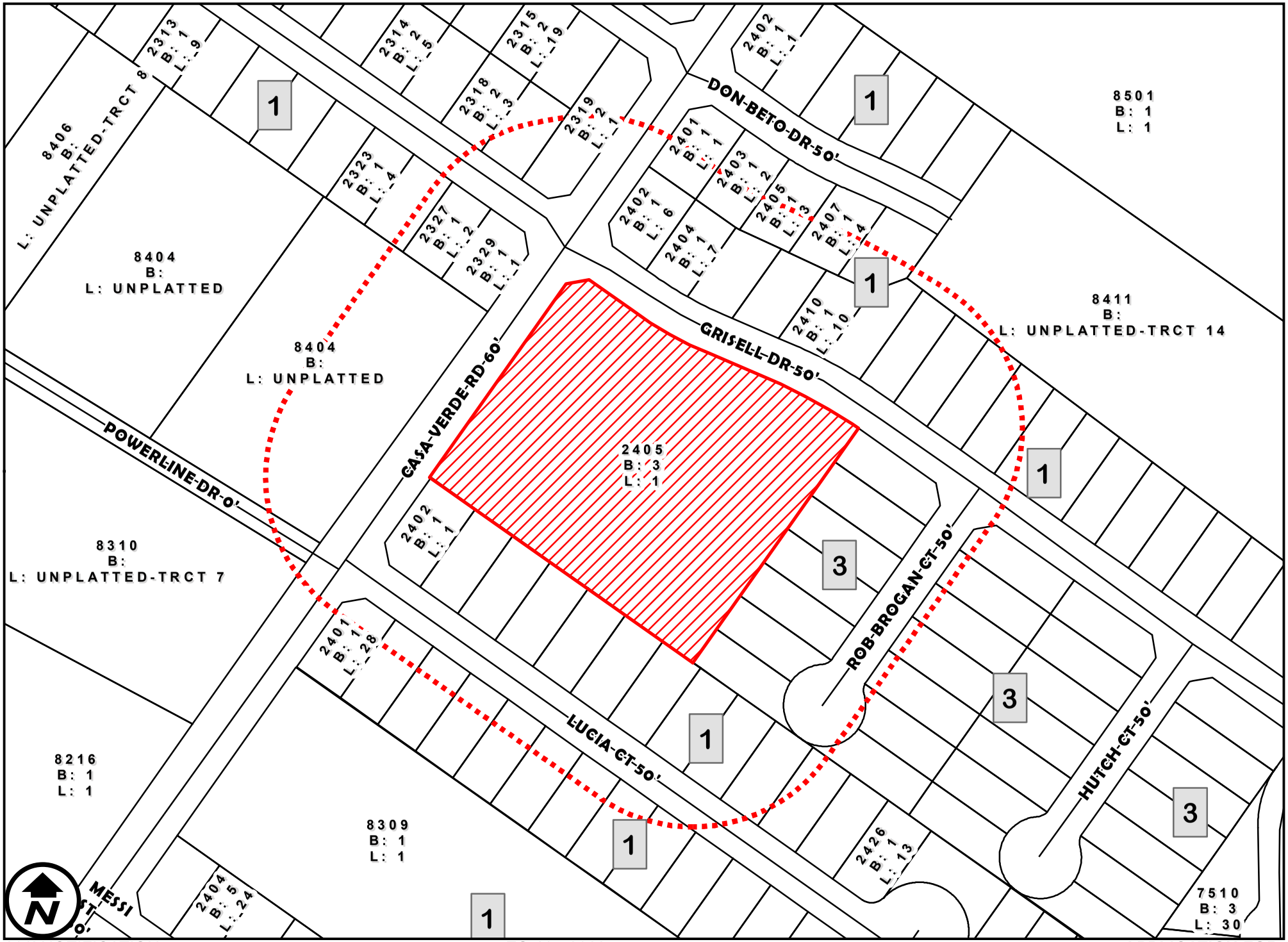


FUTURE LANDUSE

1 inch = 150 feet

ZC-104-2022
COUNCIL DISTRICT 5
2405 GRISELL DRIVE

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



200' NOTIFICATION

1 inch = 150 feet

ZC-104-2022
COUNCIL DISTRICT 5
2405 GRISELL DRIVE

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

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING OF LOT 1, BLOCK 3, NEW VISION SUBDIVISION, PHASE II, LOCATED AT 2405 GRISELL DRIVE, 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 Lot 1, Block 3, New Vision Subdivision, Phase II, located 2405 Grisell Drive, 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 September 15, 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 October 17, 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 3, New Vision Subdivision, Phase II, located 2405 Grisell Drive, 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, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

Public Hearings (also Intro Ord) 14.

City Council-Regular

Meeting Date: 10/17/2022

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Richard A. Chamberlain, DrPH, MPH, RS, CHW, Health Director

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SUBJECT

Public Hearing and Introductory Ordinance authorizing the Interim City Manager to accept and enter into a contract with the Department of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA), establishing the Detoxification Center Fund, and amending the FY22-23 Health Department budget by appropriating and increasing revenues and expenditures in the amount of $2,000,000.00 with an in-kind match of $203,700.00 for the City of Laredo/Webb Detoxification Center for the term period from September 20, 2022, through September 29, 2023.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Through the creation of a detoxification center in Laredo, Tx. the City of Laredo and Webb County will provide withdrawal management and counseling services to individuals who are directly impacted by substance use disorders. The program shall serve individuals who will benefit from detoxification services. Individuals may be admitted upon request or as part of a jail and/or hospital diversion program. The services provided at the City of Laredo/Webb County Detoxification Center include withdrawal management, medication management, (including potential induction of buprenorphine or other Medication Assisted Treatment (MAT), individual psychotherapies, case management/aftercare coordination, experiential therapies (art, activity, based on individual ability to participate), and food services (meals).

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that Council introduces the Ordinance.

Fiscal Impact

Fiscal Year:	2023
Bugeted Y/N?:	
Source of Funds:	Laredo/Detox Center
Account #:	226-6116
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

The revenue account 226-0000-321-6319 and the expenditure division 226-6116 with project number HEDT01.

Attachments

Notice of Award

Ordinance

Department of Health and Human Services
Substance Abuse and Mental Health Services Administration
Center for Flex Grants

Notice of Award
FAIN# H79FG000890
Federal Award Date
09-28-2022

Recipient Information

1. Recipient Name
LAREDO, CITY OF
1110 HOUSTON ST

LAREDO, 78040

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 Chamberlain

rchamberla@ci.laredo.tx.us
956-795-4918

8. Authorized Official
Richard Chamberlain
rchamberla@ci.laredo.tx.us
956-795-4918

Federal Agency Information

9. Awarding Agency Contact Information
Maegan Marcano

Center for Flex Grants
Maegan.Marcano@samhsa.hhs.gov
240-276-0421

10. Program Official Contact Information
Michael Amoh

Center for Flex Grants
Michael.Amoh@samhsa.hhs.gov
(240) 276-1832

Federal Award Information

11. Award Number
1H79FG000890-01

12. Unique Federal Award Identification Number (FAIN)
H79FG000890

13. Statutory Authority
Consolidated Appropriation Act, 2022 [P.L. 117-103]

14. Federal Award Project Title
City of Laredo/Webb County Detoxification Center

15. Assistance Listing Number
93.493

16. Assistance Listing Program Title
Community Funded Projects

17. Award Action Type
New Competing

18. Is the Award R&D?
No

Summary Federal Award Financial Information

19. Budget Period Start Date 09-30-2022 **– End Date** 09-29-2023	
20. Total Amount of Federal Funds Obligated by this Action	$2,000,000
20a. Direct Cost Amount	$2,000,000
20b. Indirect Cost Amount	$0
21. Authorized Carryover	
22. Offset	
23. Total Amount of Federal Funds Obligated this budget period	$2,000,000
24. Total Approved Cost Sharing or Matching, where applicable	$0
25. Total Federal and Non-Federal Approved this Budget Period	$2,000,000
26. Project Period Start Date 09-30-2022 **– End Date** 09-29-2023	
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period	$2,000,000

28. Authorized Treatment of Program Income
Additional Costs

29. Grants Management Officer - Signature
Odessa Crocker

30. Remarks

Acceptance of this award, including the "Terms and Conditions," is acknowledged by the recipient when funds are drawn down or otherwise requested from the grant payment system.

Version: 199 - 7/15/2022 6:05 PM | Generated on: 9/28/2022 12:08 AM

Congressional Directive Spending Projects **Issue Date:** 09-28-2022
Department of Health and Human Services
Substance Abuse and Mental Health Services Administration

Center for Flex Grants

Award Number: 1H79FG000890-01
FAIN: H79FG000890
Program Director: Richard Chamberlain

Project Title: City of Laredo/Webb County Detoxification Center

Organization Name: LAREDO, CITY OF

Authorized Official: Richard Chamberlain

Authorized Official e-mail address: rchamberla@ci.laredo.tx.us

Budget Period: 09-30-2022 – 09-29-2023
Project Period: 09-30-2022 – 09-29-2023

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of $2,000,000 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to LAREDO, CITY OF in support of the above referenced project. This award is pursuant to the authority of Consolidated Appropriation Act, 2022 [P.L. 117-103] and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at www.samhsa.gov (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,
Odessa Crocker
Grants Management Officer
Division of Grants Management

See additional information below

Version: 199 - 7/15/2022 6:05 PM | Generated on: 9/28/2022 12:08 AM

SECTION I – AWARD DATA – 1H79FG000890-01

Award Calculation (U.S. Dollars)	
Personnel(non-research)	$1,194,849
Fringe Benefits	$638,409
Contractual	$58,000
Other	$108,742
Direct Cost	$2,000,000
Approved Budget	$2,000,000
Federal Share	$2,000,000
Cumulative Prior Awards for this Budget Period	$0
AMOUNT OF THIS ACTION (FEDERAL SHARE)	$2,000,000

SUMMARY TOTALS FOR ALL YEARS	
YR	**AMOUNT**
1	$2,000,000

Note: Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

Fiscal Information:

CFDA Number:	93.493
EIN:	1746001573A5
Document Number:	22FG00890E
Fiscal Year:	2022

IC	**CAN**	**Amount**
FG	C96CF01	$2,000,000

IC	CAN	2022
FG	C96CF01	$2,000,000

FG Administrative Data:
PCC: CDS-CSAT / **OC:** 4145

SECTION II – PAYMENT/HOTLINE INFORMATION – 1H79FG000890-01

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

SECTION III – TERMS AND CONDITIONS – 1H79FG000890-01

This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

a. The grant program legislation and program regulation cited in this Notice of Award.
b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
c. 45 CFR Part 75 as applicable.
d. The HHS Grants Policy Statement.
e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

Treatment of Program Income:
Use of program income – Additive: Recipients will add program income to funds committed to the project to further eligible project objectives. Sub-recipients that are for-profit commercial organizations under the same award must use the deductive alternative and reduce their subaward by the amount of program income earned.

In accordance with the regulatory requirements provided at 45 CFR 75.113 and Appendix XII to 45 CFR Part 75, recipients that have currently active Federal grants, cooperative agreements, and procurement contracts with cumulative total value greater than $10,000,000 must report and maintain information in the System for Award Management (SAM) about civil, criminal, and administrative proceedings in connection with the award or performance of a Federal award that reached final disposition within the most recent five-year period. The recipient must also make semiannual disclosures regarding such proceedings. Proceedings information will be made publicly available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)). Full reporting requirements and procedures are found in Appendix XII to 45 CFR Part 75.

SECTION IV – FG SPECIAL TERMS AND CONDITIONS – 1H79FG000890-01

REMARKS

New Award (CDS)

This Notice of Award (NoA) is issued to inform your organization that the application submitted through funding opportunity announcement *FG-22-099 (FY 2022 Congressional Directive Spending Projects*) has been selected for funding.

The FY 2022 Congressional Directive Spending Projects are authorized under the Consolidated Appropriation Act, 2022 [P.L. 117-103]

SAMHSA's mission is to reduce the impact of substance use and mental illness on America's communities. SAMHSA works in partnership with states, communities, and private organizations to advance mental and substance use disorder prevention, treatment, and recovery services to improve individual, community, and public health. Funds approved for this award must be used in support of the SAMHSA mission.

Policies and Regulations – Accepting a grant award or cooperative agreement requires the recipient organization to comply with the terms and conditions of the NoA, as well as all applicable Federal Policies and Regulations. This award is governed by the Uniform Guidance 2 Code of Federal Regulations (CFR) § 200 as codified by HHS at 45

CFR § 75; Department of Health and Human Services (HHS) Grants Policy Statement; SAMHSA Additional Directives; and the Standard Terms and Conditions for the fiscal year in which the grant was awarded.

Key Personnel – Key personnel are organization staff members or consultants/subrecipients who must be part of the project regardless of whether they receive a salary or compensation from the project. These individuals must make a substantial contribution to the execution of the project. *The key staff for this program will be the Project Director*.

The identified PD for this program is listed in item #7 "Project Director or Principal Investigator" on the cover page of the NoA. If the individual identified on the NoA is incorrect, you must notify your assigned Government Project Officer (GPO) and Grants Management Specialist (GMS) via email immediately and plan to submit a post award amendment for a change in key personnel via eRA Commons.

Key personnel or other grant-supported staff may not exceed 100% level of effort across all federal and non-federal funding sources.

Any changes to key staff, including level of effort involving separation from the project for more than three months or a 25 percent reduction in time dedicated to the project, requires prior approval, and must be submitted as a post-award amendment in eRA Commons. Refer to SAMHSA's website for more information on submitting a key personnel change. See SAMHSA PD Account Creation Instructions for a quick step-by-step guide and SAMHSA Grantee PD Account Creation Slides for additional information on the eRA Commons registration process for the PD.

Funding Limitations – Award recipients are responsible for ensuring that costs allocated to the grant award are reasonable and allowable in accordance with the Notice of Funding Opportunity and all applicable Policies & Regulations. The Cost Principles that delineate the allowable and unallowable expenditures for HHS recipients are described in the Code of Federal Regulations . Funding Limitations and Restrictions are listed in the Notice **of Funding Opportunity and in the** SAMHSA grantee guidelines on **Financial Management Requirements**.

Unallowable Costs – Recipients must exercise proper stewardship over Federal funds and ensure that costs charged to awards are allowable, allocable, reasonable, necessary, and consistently applied regardless of the source of funds according to the "Factors affecting allowability of costs" per 2 CFR § 200.403 and the "Reasonable costs" considerations per 2 CFR § 200.404. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.

Supplanting – "Supplement Not Supplant" grant funds may be used to supplement existing activities. Grant funds may not be used to supplant current funding of existing activities. "Supplant" is defined as replacing funding of a recipient's existing program with funds from a federal grant.

Award Payments – Payments under this award will be made available through the HHS

Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). First time PMS users must obtain access to view available funds, request funds, or submit reports. Users will need to request permission and be approved by PSC. Inquiries regarding payments should be directed to PMS by emailing the helpdesk at PMSSupport@psc.hhs.gov or call 1-877-614-553. You should also visit the PSC website for more information about their services - https://pms.psc.gov/

Special Terms & Conditions of Award – There may be special terms and conditions associated with your grant award. Recipients must address all special terms and conditions by the reflected due date. See the **Special Terms of Award** and **Special Conditions of Award** sections below for the specific terms and conditions associated with your grant award. A recipient's failure to comply with the terms and conditions of award, may cause SAMHSA to take one or more actions, depending on the severity and duration of the non-compliance. SAMHSA will undertake any such action in accordance with applicable statutes, regulations, and policies.

Responding to Award Terms & Conditions – **All responses to award terms and conditions must be submitted as .pdf documents in eRA Commons.** For more information on how to respond to tracked terms and conditions or how to submit a post award amendment request please refer to SAMHSA Trainings under the heading "Grant Management Reference Materials for Grantees."

Prior Approval Requirements – Prior approval is required for the following changes to your grant award: Changes in the status of the Project Director, or other key personnel named in the NoA; Changes in scope; Significant re-budgeting and Transfer of substantive programmatic work; Carryover of unobligated balances; Change of grantee organization; Deviation from award terms and conditions; No-cost extension and Transfer of substantive programmatic work. A full list of actions requiring prior approval can be found on page II-49 of the HHS Grants Policy Statement Exhibit 5 (Summary of Actions Requiring OPDIV Prior Approval). **All prior approval actions must be submitted as post award amendment requests in eRA Commons.**

Post Award Amendments – If information on the NoA needs to be changed, it will require approval from the federal agency before the grant recipient can implement the modification. Please refer to the SAMHSA website for specific SAMHSA guidance on how to submit a post-award amendment in eRA Commons: https://www.samhsa.gov/grants/grants-management/post-award-amendments

Primary Contacts

- For technical support, contact eRA Service Desk at 866-504-9552 (Press 6 for SAMHSA Grantees).
- For budget and grants management related questions, contact your assigned GMS.
- For programmatic questions, contact your assigned GPO.

Contact information for the GMS and GPO are listed on the last page of this NoA.

Training & Resources – Visit the following pages on our website for more information on implementation, monitoring and reporting on your new grant award:

- Grants Management
- Training & Resources for recipients
- eRA Commons

SPECIAL TERMS

Risk Assessment

The Office of Financial Advisory Services (OFAS), SAMHSA may perform an administrative review of your organization's financial management system. If the review discloses material weaknesses or other financial management concerns, grant funding may be restricted in accordance with 45 CFR 75/2 CFR 200, as applicable. The restriction will affect your organization's ability to withdraw funds from the Payment Management System account, until the concerns are addressed.

Funding Limitations/Restrictions

Recipients must comply with SAMHSA's standard funding restrictions, which are included in Appendix G (Standard Funding Restrictions) of the Notice of Funding Opportunity Announcement.

STANDARD TERMS AND CONDITIONS

Closeout

Recipients must complete all actions required for closeout to include:

- Liquidate all obligations incurred under the award. All payment requests must be submitted before the end of the one hundred-twenty (120) days post-award reconciliation/liquidation period.
- Reconcile financial expenditures to the reported total disbursements and charges in PMS.
- Return any funds due to PMS as a result of refunds, corrections, or audits. Refer the following link for additional guidance https://pms.psc.gov/grant-recipients/returning-funds-interest.html

Recipients must close the award in accordance with 2 CFR 200.344 Closeout and the terms and conditions listed in the grant notice of award. Recipients must liquidate all obligations incurred under an award not later than one hundred-twenty (120) days after the end of awards obligation and project period. After one hundred-twenty (120) days, PMS account is automatically - locked. SAMHSA does not approve payment requests after one hundred-

twenty (120) days post-award reconciliation/liquidation period. Therefore, recipients are expected to complete all expenditure requests within the approved project period and the aforementioned 120-day post-award reconciliation/liquidation period. Recipients' late withdrawal requests occurring after the aforementioned periods will be denied. Final reports are due to SAMHSA no later than 120 days after the end of the project period. Final reports include:

- Submit via PMS the Final Federal Financial Report (Final FFR, SF-425) (PDF | 1.2 MB).
- Submit in eRA Commons the Final Progress Report (FPR) or other reports required by the terms and conditions of the award.
- Submit in eRA Commons a Tangible Personal Property Report (TPPR SF-428, SF428B & if needed additional forms from SF428 series) to certify no acquisition of property or acquisition of property. Account the property acquired with federal funds and indicate on the form that you the disposition and handling of the property going forward.

Failure to complete the closeout actions in 120 days after the project period end may result in a unilateral closeout of the grant by SAMHSA. This may affect future funding of federal programs and result in the reimbursement of funding to SAMHSA. If the recipient does not submit all reports satisfactorily in accordance with 2 CFR 200.344 SAMHSA will report the recipient's material failure to comply with the terms and conditions of the award with the OMB-designated integrity and performance system (currently FAPIIS). Federal awarding agencies may also pursue other enforcement actions per 2 CFR 200.339. Refer to the following SAMHSA for Closeout Standard Terms and Conditions https://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions. Additional information on closeout is available at https://www.samhsa.gov/grants/grants-management/grant-closeout

Standard Terms for Awards

Your organization must comply with the Standard Terms and Conditions for the Fiscal Year in which your grant was awarded. The Fiscal Year for your award is identified on Page 3 of your Notice of Award. SAMHSA's Terms and Conditions Webpage is located at: https://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions.

Reasonable Costs for consideration

Recipients must exercise proper stewardship over Federal funds and ensure that costs charged to awards are allowable, allocable, reasonable, necessary, and consistently applied regardless of the source of funds according to "Reasonable Costs" consideration per 2 CFR § 200.404 and the "Factors affecting allowability of costs" per 2 CFR § 200.403. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.

Consistent Treatment of Costs

Recipients must treat costs consistently across all federal and non-federal grants,

projects and cost centers. Recipients may not direct-charge federal grants for costs typically considered indirect in nature, unless done consistently. If part of the indirect cost rate, then it may not also be charged as a direct cost. *Examples of indirect costs include (administrative salaries, rent, accounting fees, utilities, office supplies, etc.).* If typical indirect cost categories are included in the budget as direct costs, it is SAMHSA's understanding that your organization has developed a cost accounting system adequate to justify the direct charges and to avoid an unfair allocation of these costs to the federal government. Also, note that all awards are subject to later review in accordance with the requirements of 45 CFR 75.364, 45 CFR 75.371, 45 CFR 75.386 and 45 CFR Part 75, Subpart F, *Audit Requirements*.

Compliance with Award Terms and Conditions

FAILURE TO COMPLY WITH THE ABOVE STATED TERMS AND CONDITIONS MAY RESULT IN ACTIONS IN ACCORDANCE WITH 45 CFR 75.371, REMEDIES FOR NON-COMPLIANCE AND 45 CFR 75.372 TERMINATION. THIS MAY INCLUDE WITHHOLDING PAYMENT, DISALLOWANCE OF COSTS, SUSPENSION AND DEBARMENT, TERMINATION OF THIS AWARD, OR DENIAL OF FUTURE FUNDING.

All previous terms and conditions remain in effect until specifically approved and removed by the Grants Management Officer.

Staff Contacts:

Michael Amoh, Program Official
Phone: (240) 276-1832 **Email:** Michael.Amoh@samhsa.hhs.gov

Maegan Marcano, Grants Specialist
Phone: 240-276-0421 **Email:** Maegan.Marcano@samhsa.hhs.gov

ORDINANCE

AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT AND ENTER INTO A CONTRACT WITH THE DEPARTMENT OF HEALTH AND HUMAN SERVICES SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION (SAMHSA), ESTABLISHING THE DETOXIFICATION CENTER FUND, AND AMENDING THE FY22-23 HEALTH DEPARTMENT BUDGET BY APPROPRIATING AND INCREASING REVENUES AND EXPENDITURES IN THE AMOUNT OF $2,000,000.00 WITH AN IN-KIND MATCH OF $203,700.00 FOR THE CITY OF LAREDO/WEBB DETOXIFICATION CENTER FOR THE TERM PERIOD FROM SEPTEMBER 20, 2022, THROUGH SEPTEMBER 29, 2023.

WHEREAS, through the creation of a detoxification center in Laredo, Texas, The City of Laredo and Webb County will provide withdrawal management and counseling services to individuals who are directly impacted by substance use disorders. The program shall serve individuals who will benefit from detoxification services. Individuals may be admitted upon request or as part of a jail and/or hospital diversion program; and,

WHEREAS, the services provided at the City of Laredo/Webb County Detoxification Center include withdrawal management, medication management, (including potential induction of buprenorphine or other Medication Assisted Treatment (MAT), individual psychotherapies, case management/aftercare coordination, experiential therapies (art, activity, based on individual ability to participate), and food services (meals).

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

Section 1: The Interim City Manager is authorized to accept and enter into a contract with the Department of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA), establishing the Detoxification Center Fund, and amending the FY22-23 Health Department budget by appropriating and increasing revenues and expenditures in the amount of $2,000,000.00 with an in-kind match of $203,700.00 for the City of Laredo/Webb Detoxification Center for the term period from September 20, 2022, through September 29, 2023.

Section 2: The revenue account 226-0000-321-6319 and the expenditure division 226-6116 with project number HEDT01 are hereby increased by $2,000,000.00.

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:
JOAQUIN A. RODRIGUEZ,
ASSISTANT CITY ATTORNEY

JOAQUIN A. RODRIGUEZ
ASSISTANT CITY ATTORNEY

Public Hearings (also Intro Ord) 15.

City Council-Regular

Meeting Date: 10/17/2022

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Richard A. Chamberlain, DrPH, MPH, RS, CHW, Health Director

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SUBJECT

Public Hearing and Introductory Ordinance authorizing the Interim City Manager to accept and enter into a contract with the Department of Health and Human Services, amending the FY22-23 Health Department budget by appropriating and increasing revenues and expenditures in the amount of $125,000.00 with no match, and amending the FY22-23 Full-Time Equivalent Position Listing by creating one (1) Health Educator I, R29, position and one (1) Medical Office Assistant, R28, positions for the City of Laredo Health Department Health Disparities Programs for the term period from September 30, 2022 through September 29, 2023.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On June 6, 2022, Council approved Resolution 2022-R-101 to apply for grant application.

BACKGROUND

The City of Laredo Health Department intends to reinforce existing cross-sector partnerships and expand on disease self-management and prevention services in order to improve chronic disease outcomes, particularly among individuals that are at higher risk to experience health disparities and inequities within our local jurisdiction in Webb County and Laredo, Texas. Laredo Health will prioritize community-clinical linkages such as additional offerings of our prevention, education and disease management programs and social connectedness by identifying and implementing support services that encourage a sense of community and belonging to improve mental and physical health outcomes. As a result, Laredo Health expects to increase collaboration and participation of existing and new partners within the Laredo Health Coalition, to include private sector stakeholders, community and economic development partners, local public transportation, food banks and community pantries, in order to obtain adequate feedback on future public health efforts to plan towards health equity. An additional outcome of the proposed project is to increase capacity of our existing disease self-management program that addresses chronic disease such as diabetes, obesity, malnutrition, hypertension and related co-morbidities and offer these services to hard to reach populations within the existing workforce and the

elderly in order to achieve health equity. Our goal is to increase community engagement of key partners, and increase enrollment in our prevention programs to improve health outcomes. This will be made possible through the resources and support provided by the CDC Closing the Gap with Social Determinants of Health Accelerator Plans.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that City Council introduce the Ordinance.

Fiscal Impact

Fiscal Year:	2023
Bugeted Y/N?:	
Source of Funds:	Closing the Gap
Account #:	226-6115
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Revenue account 226-0000-321-6318 and expenditure division 226-6115 with project number HECG01.

Attachments

Notice of Award

Ordinance

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Centers for Disease Control and Prevention

Notice of Award

Award# 1 NU58DP007306-01-00
FAIN# NU58DP007306
Federal Award Date: 09/09/2022

Recipient Information

1. Recipient Name
LAREDO, CITY OF
1110 Houston St
Laredo, TX 78040-8019

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 (UEI)
HWX7C56NNUV1

7. Project Director or Principal Investigator
Mr. Richard A. Chamberlain DrPH, MPH
rchamberla@ci.laredo.tx.us
(956) 795-4918

8. Authorized Official
Mr. Samuel Selman
sselman@ci.laredi.tx.us
956-791-7302

Federal Agency Information
CDC Office of Financial Resources

9. Awarding Agency Contact Information
Reginald Simpson
Grants Management Specialist
sqv8@cdc.gov
678-475-4971

10.Program Official Contact Information
Antwuanette Daniel
Program Support Staff
nty3@cdc.gov
4046394740

Federal Award Information

11. Award Number
1 NU58DP007306-01-00

12. Unique Federal Award Identification Number (FAIN)
NU58DP007306

13. Statutory Authority
Section 301(a) of the Public Health Service Act, 42 U.S.C. 241(a)

14. Federal Award Project Title
Health Equity Assurance and Response Team

15. Assistance Listing Number
93.945

16. Assistance Listing Program Title
Assistance Programs for Chronic Disease Prevention and Control

17. Award Action Type
New

18. Is the Award R&D?
No

Summary Federal Award Financial Information

19.	**Budget Period Start Date** 09/30/2022 **- End Date** 09/29/2023	
20.	**Total Amount of Federal Funds Obligated by this Action**	$125,000.00
	20a. Direct Cost Amount	$125,000.00
	20b. Indirect Cost Amount	$0.00
21.	Authorized Carryover	$0.00
22.	Offset	$0.00
23.	Total Amount of Federal Funds Obligated this budget period	$0.00
24.	**Total Approved Cost Sharing or Matching, where applicable**	$0.00
25.	**Total Federal and Non-Federal Approved this Budget Period**	$125,000.00
26.	**Period of Perfomance Start Date** 09/30/2022 **- End Date** 09/29/2027	
27.	Total Amount of the Federal Award including Approved Cost Sharing or Matching this Period of Performance	$125,000.00

28. Authorized Treatment of Program Income
ADDITIONAL COSTS

29. Grants Management Officer – Signature
Ms. Pamela Render
Grants Management Officer

30. Remarks

Recipient Information

Recipient Name
LAREDO, CITY OF
1110 Houston St
Laredo, TX 78040-8019

Congressional District of Recipient
28

Payment Account Number and Type
1746001573A5

Employer Identification Number (EIN) Data
746001573

Universal Numbering System (DUNS)
618150460

Recipient's Unique Entity Identifier (UEI)
HWX7C56NNUV1

31. Assistance Type
Project Grant

32. Type of Award
Other

33. Approved Budget
(Excludes Direct Assistance)

I. Financial Assistance from the Federal Awarding Agency Only
II. Total project costs including grant funds and all other financial participation

a. Salaries and Wages	$63,772.00
b. Fringe Benefits	$44,387.00
c. Total Personnel Costs	$108,159.00
d. Equipment	$0.00
e. Supplies	$10,069.00
f. Travel	$0.00
g. Construction	$0.00
h. Other	$5,572.00
i. Contractual	$1,200.00
j. TOTAL DIRECT COSTS	$125,000.00
k. INDIRECT COSTS	$0.00
l. TOTAL APPROVED BUDGET	$125,000.00
m. Federal Share	$125,000.00
n. Non-Federal Share	$0.00

34. Accounting Classification Codes

FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	CFDA NO.	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
2-9390JWG	22NU58DP007306	DP	41.51	93.945	$125,000.00	75-22-0948

Direct Assistance

BUDGET CATEGORIES	PREVIOUS AMOUNT (A)	AMOUNT THIS ACTION (B)	TOTAL (A + B)
Personnel	$0.00	$0.00	$0.00
Fringe Benefits	$0.00	$0.00	$0.00
Travel	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$0.00
Supplies	$0.00	$0.00	$0.00
Contractual	$0.00	$0.00	$0.00
Construction	$0.00	$0.00	$0.00
Other	$0.00	$0.00	$0.00
Total	$0.00	$0.00	$0.00

AWARD ATTACHMENTS

LAREDO, CITY OF 1 NU58DP007306-01-00

1. Year 01 Terms and Conditions

AWARD INFORMATION

Incorporation: In addition to the federal laws, regulations, policies, and CDC General Terms and Conditions for Non-research awards at https://www.cdc.gov/grants/federal-regulations-policies/index.html, the Centers for Disease Control and Prevention (CDC) hereby incorporates Notice of Funding Opportunity (NOFO) number **CDC-RFA-DP22-2210**, entitled **Closing the Gap with Social Determinant of Health Accelerarators Plans**, and application dated **July 8, 2022**, as may be amended, which are hereby made a part of this Non-research award, hereinafter referred to as the Notice of Award (NoA).

Approved Funding: Funding in the amount of **$125,000** is approved for the Year 01 budget period, which is September 30, 2022 through September 29, 2023. All future year funding will be based on satisfactory programmatic progress and the availability of funds.

The federal award amount is subject to adjustment based on total allowable costs incurred and/or the value of any third party in-kind contribution when applicable.

Note: Refer to the Payment Information section for Payment Management System (PMS) subaccount information.

Financial Assistance Mechanism: Grant

Budget Revision Requirement: By **October 31, 2022,** the recipient must submit a revised budget with a narrative justification. Please use the link below for the level of detail that is required for your budget revision:

https://www.cdc.gov/grants/documents/budget-preparation-guidance.pdf

Failure to submit the required information in a timely manner may adversely affect the future funding of this project. If the information cannot be provided by the due date, you are required to contact the GMS/GMO identified in the CDC Staff Contacts section of this notice before the due date.

FUNDING RESTRICTIONS AND LIMITATIONS

Notice of Funding Opportunity (NOFO) Restrictions: Restrictions that must be considered while planning the programs and writing the budget are:

- Recipients may not use funds for research.
- Recipients may not use funds for clinical care except as allowed by law.
- Recipients may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
- Generally, recipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
- Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to the recipient.
- Other than for normal and recognized executive-legislative relationships, no funds may

be used for:
    - publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
    - the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
- See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients.
- The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.

Indirect Costs: Indirect costs are not requested as a provision of this award.

REPORTING REQUIREMENTS

Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services
Pamela Render, Grants Management Officer
Centers for Disease Control and Prevention
Branch 5 Supporting Chronic Diseases and Injury Prevention
Email: plr3@cdc.gov (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201

Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS). (45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b))

PAYMENT INFORMATION

The HHS Office of the Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to hhstips@oig.hhs.gov or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous.

Payment Management System Subaccount: Funds awarded in support of approved activities have been obligated in a subaccount in the PMS, herein identified as the "P Account". Funds must be used in support of approved activities in the NOFO and the approved application.

The grant document number identified beginning on the bottom of Page 2 of the Notice of Award must be known in order to draw down funds.

ORDINANCE

AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT AND ENTER INTO A CONTRACT WITH THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, AMENDING THE FY22-23 HEALTH DEPARTMENT BUDGET BY APPROPRIATING AND INCREASING REVENUES AND EXPENDITURES IN THE AMOUNT OF $125,000.00 WITH NO MATCH, AND AMENDING THE FY22-23 FULL-TIME EQUIVALENT POSITION LISTING BY CREATING ONE (1) HEALTH EDUCATOR I, R29, POSITION AND ONE (1) MEDICAL OFFICE ASSISTANT, R28, POSITIONS FOR THE CITY OF LAREDO HEALTH DEPARTMENT HEALTH DISPARITIES PROGRAMS FOR THE TERM PERIOD FROM SEPTEMBER 30, 2022 THROUGH SEPTEMBER 29, 2023.

WHEREAS, the City of Laredo Health Department intends to reinforce existing cross-sector partnerships and expand on disease self-management and prevention services in order to improve chronic disease outcomes, particularly among individuals that are at higher risk to experience health disparities and inequities within our local jurisdiction in Webb County and Laredo, Texas. Laredo Health will prioritize community-clinical linkages such as additional offerings of our prevention, education and disease management programs and social connectedness by identifying and implementing support services that encourage a sense of community and belonging to improve mental and physical health outcomes; and,

WHEREAS, as a result, Laredo Health expects to increase collaboration and participation of existing and new partners within the Laredo Health Coalition, to include private sector stakeholders, community and economic development partners, local public transportation, food banks and community pantries, in order to obtain adequate feedback on future public health efforts to plan towards health equity. An additional outcome of the proposed project is to increase capacity of our existing disease self-management program that addresses chronic disease such as diabetes, obesity, malnutrition, hypertension and related co-morbidities and offer these services to hard to reach populations within the existing workforce and the elderly in order to achieve health equity; and,

WHEREAS, our goal is to increase community engagement of key partners, and increase enrollment in our prevention programs to improve health outcomes. This will be made possible through the resources and support provided by the CDC Closing the Gap with Social Determinants of Health Accelerator Plans.

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

Section 1: The Interim City Manager is authorized to accept and enter into a contract with the Department of Health and Human Services, amending the FY22-23 Health Department budget by appropriating and increasing revenues and expenditures in

the amount of $125,000.00 with no match, and amending the FY22-23 Full-Time Equivalent Position Listing by creating one (1) Health Educator I, R29, position and one (1) Medical Office Assistant, R28, positions for the City of Laredo Health Department Health Disparities Programs for the term period from September 30, 2022 through September 29, 2023.

Section 2: Revenue account 226-0000-321-6318 and expenditure division 226-6115 with project number HECG01 are hereby increased by $125,000.00.

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:
JOAQUIN A. RODRIGUEZ,
ASSISTANT CITY ATTORNEY

_____
JOAQUIN A. RODRIGUEZ
ASSISTANT CITY ATTORNEY

Public Hearings (also Intro Ord) 16.

City Council-Regular

Meeting Date: 10/17/2022

Initiated By: Riazul Mia, Assistant City Manager

Initiated By: Erika Alcorta

Staff Source: Robert Pena

SUBJECT

Public Hearing and Introductory Ordinance authorizing the Interim City Manager to amend the FY22-23 General Fund Traffic Department's budget by increasing revenues and expenditures in the amount of $24,653.00 by Fred Loya Insurance for the funding and purchasing of a Traffic Signal Pole with Mast Arm replacement.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Fred Loya Insurance has awarded the City of Laredo funds in the amount $24,653.00 (cash value) for Pole and Mast Arm damaged at Loop 20 and Airport due to a car crash on July 18, 2022, which was deemed a total loss. Funds will be appropriated for purchase of a Traffic Signal Pole and Mast Arm.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Staff recommends approval.

Fiscal Impact

Fiscal Year:	22-23
Bugeted Y/N?:	
Source of Funds:	Insurance Check
Account #:	101-2623-522-3045
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

Check has been deposited into the general fund account: 101-0000-373-2017 on 09-27-22.

Attachments

Ordinance 2022-O-

ORDINANCE 2022-O-

AUTHORIZING THE INTERIM CITY MANAGER TO AMEND THE FY22-23 GENERAL FUND TRAFFIC DEPARTMENT'S BUDGET BY INCREASING REVENUES AND EXPENDITURES IN THE AMOUNT OF $24,653.00 IN ORDER TO APPROPRIATE FUNDS AWARDED BY FRED LOYA INSURANCE FOR THE FUNDING AND PURCHASING OF A TRAFFIC SIGNAL POLE WITH MAST ARM REPLACEMENT.

WHEREAS, the City Council previously adopted the budget for fiscal year 2022-2023,

WHEREAS, the City Council finds it to be in the best interest of the City of Laredo, Texas, to amend the FY22-23 Traffic Department General Fund's Budget by appropriating revenues and expenses in the amount of $24,653.00 awarded by Fred Loya Insurance.

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

Section 1. The FY22-23 Traffic Department General Fund Budget is hereby amended to appropriate funds in the amount of $24,653.00 awarded by Fred Loya Insurance to support capital expenditures.

Section 2. The funds will be deposited in the City of Laredo Traffic Department General Fund Budget account.

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:

BY: _____

DOANH "Zone" T. NGUYEN, CITY ATTORNEY

Public Hearings (also Intro Ord) 17.

City Council-Regular

Meeting Date: 10/17/2022

Initiated By: Riazul Mia, Assistant City Manager

Initiated By: John Porter, Environmental & Solid Waste Services Director

Staff Source: John Porter, Environmental & Solid Waste Services Director

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SUBJECT

Public Hearing and Introductory Ordinance authorizing the Interim City Manager to accept a grant awarded by the South Texas Development Council in the amount of $50,000.00 and amending the City of Laredo's FY 22-23 annual budget for the Environmental Services by appropriating the said grant revenue to the appropriate expenditure accounts. Funds will be used for a paint recycling program through the Household Hazardous Waste Collection site.

VENDOR INFORMATION FOR COMMITTEE AGENDA

NA

PREVIOUS COUNCIL ACTION

Council authorized submittal of said grant through Resolution 2021-R-118.

BACKGROUND

This grant will allow for purchase of equipment and supplies to implement a paint recycling and reuse program out of the City's Household Hazardous Waste Collection site.

COMMITTEE RECOMMENDATION

NA

STAFF RECOMMENDATION

Introduction of the ordinance.

Fiscal Impact

Fiscal Year:	2023
Bugeted Y/N?:	N
Source of Funds:	TCEQ/STDC
Account #:	249
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Revenue 249-0000-323-1801
Expenses 249-3858-544-9900

Attachments

Ordinance

AN ORDINANCE

AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT A GRANT AWARDED BY THE SOUTH TEXAS DEVELOPMENT COUNCIL FOR THE AMOUNT OF $50,000.00 AND AMENDING THE CITY OF LAREDO'S FY 2023 ANNUAL BUDGET FOR THE ENVIRONMENTAL SERVICES BY APPROPRIATING THE SAID GRANT REVENUE TO THE APPROPRIATE EXPENDITURE ACCOUNTS. FUNDS WILL BE USED FOR A PAINT RECYCLING PROGRAM THROUGH THE HOUSEHOLD HAZARDOUS WASTE COLLECTION SITE.

Whereas, the South Texas Development Council (STDC) has issued a request for proposes for funding of local projects; and

Whereas, funds will be used for a paint recycling and reuse program.; and

Whereas, the South Texas Development Council approved the grant, without requiring any local match; and

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

Section 1. The grant be accepted from the South Texas Development Council the amount of $50,000.00 and that the City of Laredo's FY 2023 Annual Budget for Environmental Services, be amended by appropriating the said grant revenue to the appropriate expenditure accounts.

Section 2. The City of Laredo will comply with the provisions of the financial assistance program and the fiscal reimbursement and reporting requirements of the South Texas Development Council.

Section 3. The City of Laredo hereby agrees that the funds received from the South Texas Development Council will only be used for the purpose of implementing a paint recycling and reuse program.

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:
Doanh "Zone" T. Nguyen
City Attorney

By:_____
DAVID ARREDONDO, JR.
ASSISTANT CITY ATTORNEY

Public Hearings (also Intro Ord) 18.

City Council-Regular

Meeting Date: 10/17/2022

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Aileen Ramos

SUBJECT

Public Hearing and Introductory Ordinance authorizing the Interim City Manager to approve the transfer of $80,000.00 from the Convention and Visitors Bureau (CVB) Fund to the Downtown TIRZ Fund to be used for downtown way-finding signage. The use should be in compliance with the Hotel Occupancy Tax Law.

PREVIOUS COUNCIL ACTION

10/03/02 - Discussion with possible action on the status of the downtown signage and welcome monuments projects, and any other matters incident thereto. - The item was tabled and requested to be brought back with additional information regarding the Welcome Monuments portion.

M2020-W-02
Downtown Signage - Dr. Marte Martinez noted that the City, particular Downtown, still needs signage for its amenities like shopping centers, convention centers, and others. He urged staff to find a source to provide this overdue signage. Mrs. Ramos confirmed that staff has dedicated a portion of their budget to such signage.

BACKGROUND

Downtown Signage - This project evolved into working with the Downtown TIRZ to leverage the funding and achieve a better coverage of downtown, we have met with them to determine which locations are allowed based on the HO Tax law. The budget is $80,000 to complete the project.

2020-W-02 Dr. Marte Martinez noted that the City, particular Downtown, still needs signage for its amenities like shopping centers, convention centers, and others. He urged staff to find a source to provide this overdue signage. Mrs. Ramos confirmed that staff has dedicated a portion of their budget to such signage.

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

Staff recommends the approval of this item

Fiscal Impact

Fiscal Year:	2022-2023
Bugeted Y/N?:	Y
Source of Funds:	CVB
Account #:	Various

Change Order: Exceeds 25% Y/N: NA

FINANCIAL IMPACT:

Laredo CVB Transfer Out 250-5310-597-0269 Downtown Tirz #1 Transfer In 269-7530-393-0250

Attachments

Downtown Way-finding Signage

WAYFINDING
MONUMENT SIGNS

WAYFINDING MONUMENTS KEY MAP

KEY

1 City Hall
2 Saint Peter's Plaza
3 El Metro
4 El Mercado Plaza
5 San Agustin Plaza
6 El Portal Plaza

WAYFINDING MONUMENTS
OPTION

WAYFINDING MONUMENT SIGNS OPTION 2

WAYFINDING MONUMENT SIGNS OPTION 2

CITY HALL KIOSK

WAYFINDING MONUMENT SIGNS OPTION 2

SAINT PETER'S PLAZA - SAINT PETER THE APOSTLE CATHOLIC CHURCH OPTION

WAYFINDING MONUMENT SIGNS OPTION 2

EL METRO

WAYFINDING MONUMENT SIGNS OPTION 2

EL MERCADO PLAZA

WAYFINDING MONUMENT SIGNS OPTION 2

SAN AGUSTIN PLAZA

WAYFINDING MONUMENT SIGNS OPTION 2

EL PORTAL PLAZA

Public Hearings (also Intro Ord) 19.

City Council-Regular

Meeting Date: 10/17/2022

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Doanh T. "Zone" Nguyen

SUBJECT

Public Hearing and Introductory Ordinance of the City of Laredo, Texas, providing regulations for credit services organizations and credit access businesses in an effort to reduce abusive and predatory lending practices. Establishing a registration program with a required registration fee of $75.00 per year for credit services organizations and credit access businesses, imposing restrictions on extensions of consumer credit made by credit services organizations and credit access businesses, and imposing record keeping requirements on credit services organizations and credit access businesses. The maximum fine under this ordinance is not to exceed $500.00; providing for a cumulative clause; providing a severability clause; providing for publication; and declaring an effective date.

PREVIOUS COUNCIL ACTION

- Item was presented as a Staff Report on September 19, 2022.
- Item was tabled on October 3, 2022.

BACKGROUND

- The issues concerning potential predatory lending practices from credit access businesses aka payday loan lenders was recently brought to City Council's attention by a concerned citizen.
- At least 45 Cities in Texas have enacted "payday loan" ordinances to help combat predatory and abusive lending practices at a local level.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends the approval of this ordinance.

Attachments

Payday loan Ordinance

ORDINANCE NO. 2022-O-_____

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, PROVIDING REGULATIONS FOR CREDIT SERVICES ORGANIZATIONS AND CREDIT ACCESS BUSINESSES IN AN EFFORT TO REDUCE ABUSIVE AND PREDATORY LENDING PRACTICES. ESTABLISHING A REGISTRATION PROGRAM WITH A REQUIRED REGISTRATION FEE OF $75.00 PER YEAR FOR CREDIT SERVICES ORGANIZATIONS AND CREDIT ACCESSS BUSINESSES, IMPOSING RESTRICTIONS ON EXTENSIONS OF CONSUMER CREDIT MADE BY CREDIT SERVICES ORGANIZATIONS AND CREDIT ACCESS BUSINESSES, AND IMPOSING RECORD KEEPING REQUIREMENTS ON CREDIT SERVICES ORGANIZATIONS AND CREDIT ACCESS BUSINESSES. THE MAXIMIUM FINE UNDER THIS ORIDINANCE IS NOT TO EXCEED $500.00. PROVIDING FOR A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Laredo is concerned with the lending practices of credit service organizations and credit access businesses.

WHEREAS, the City of Laredo seeks to reduce abusive and predatory lending practices.

WHEREAS, the City of Laredo seeks to ensure credit service organizations and credit access businesses are operating in accordance with the Texas Finance Code.

WHEREAS, the City of Laredo seeks to police credit service organizations and credit access businesses at a local level.

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

Section 1. The City of Laredo Code of Ordinances, Chapter 18 is hereby amended by adding a new article, article XI, sections 18-44 through 18-58 to read as follows:

ARTICLE XI.

CREDIT SERVICES ORGANIZATIONS AND CREDIT ACCESS BUSINESSES

SEC. 18-44. PURPOSE OF ARTICLE.

The purpose of this article is to protect the welfare of the residents and consumers in the city of Laredo by monitoring credit services organizations and credit access businesses in an effort to reduce abusive and predatory lending practices. To this end, this article establishes a registration program for credit services organizations and credit access businesses, imposes restrictions on extensions of consumer credit made by credit services organizations and credit access businesses, and imposes recordkeeping requirements on credit services organizations and credit access businesses.

SEC. 18-45. DEFINITIONS.

In this article:

(1) CERTIFICATE OF REGISTRATION means a certificate of registration issued by the director under this article to the owner or operator of a credit services organization or credit access business.

(2) CONSUMER means an individual who is solicited to purchase or who purchases or seeks the services of a credit services organization or credit access business.

(3) CREDIT ACCESS BUSINESS has the meaning given that term in Section 393.601 of the Texas Finance Code, as amended.

(4) CREDIT ACCESS BUSINESS FEES mean the fees charged by a credit access business pursuant to Section 393.602 of the Texas Finance Code, as amended.

(5) CREDIT SERVICES ORGANIZATION has the meaning given that term in Section 393.001 of the Texas Finance Code, as amended.

(6) DEFERRED PRESENTMENT TRANSACTION has the meaning given that term in Section 393.601 of the Texas Finance Code, as amended.

(7) DIRECTOR means the director of the department designated by the city manager to enforce and administer this article and includes any representatives, agents, or department employees designated by the director.

(8) EXTENSION OF CONSUMER CREDIT has the meaning given that term in Section 393.001 of the Texas Finance Code, as amended.

(9) EXTENSION OF CONSUMER CREDIT TRANSACTION means the entirety of the agreements made by a consumer to obtain an extension of consumer credit, and includes any loan agreement between the lender and the consumer, and any fee agreement between the credit services organization or credit access business.

(10) MOTOR VEHICLE TITLE LOAN has the meaning given that term in Section 393.601 of the Texas Finance Code, as amended.

(11) OWNER means any person who directly or indirectly owns a credit services organization or a credit access business. For publicly traded companies, the term means any person who directly or indirectly owns or controls 10 percent or more of the outstanding shares of stock in the credit services organization or credit access business.

(12) PERSON means any individual, corporation, organization, partnership, association, financial institution, or any other legal entity.

(13) REGISTRANT means a person issued a certificate of registration for a credit services organization or a credit access business under this article and includes all owners and operators of the credit access business identified in the registration application filed under this article.

(14) STATE LICENSE means a license to operate a credit access business issued by the Texas Consumer Credit Commissioner under Chapter 393, Subchapter G of the Texas Finance Code, as amended.

(15) VALUABLE CONSIDERATION means the consideration described in Section 393.001(3) of the Texas Finance Code, as amended. Valuable consideration includes an immediate payment and any future payments in exchange for an extension of consumer credit as described in Section 393.001(3)(B) of the Texas Finance Code, as amended, or advice or assistance with regard to an extension of consumer credit as described in Section 393.001(3)(B) of the Texas Finance Code, as amended.

SEC. 18-46. VIOLATIONS; PENALTY.

(a) A person who violates a provision of this article, or who fails to perform an act required of the person by this article, commits an offense. A person commits a separate offense each day or portion of a day during which a violation is committed, permitted, or continued.

(b) An offense under this article is punishable by a fine of not more than $500.

(c) A culpable mental state is not required for the commission of an offense under this code or another city ordinance that is punishable by a fine not exceeding $500, unless the provision defining the conduct expressly requires a culpable mental state.

(d) Except as provided in Subsection (e), each day that a violation occurs is a separate offense.

(e) Each extension of consumer credit transaction is a separate offense if the extension of consumer credit transaction violates Section 18-55 or Section 18-57.

(f) The penalties provided for in Subsection (b) are in addition to any other enforcement remedies that the city may have under city ordinances and state law.

(g) Enforcement of this article will be conducted by the City of Laredo Building Department.

SEC. 18-47. DEFENSE.

It is a defense to prosecution under this article that at the time of the alleged offense the person was not required to be licensed by the state as a credit services organization or credit access business under Chapter 393 of the Texas Finance Code, as amended.

SEC. 18-48. REGISTRATION REQUIRED.

(a) A person commits an offense if the person acts, operates, or conducts business as a credit services organization or credit access business without a valid certificate of registration. A certificate of registration is required for each physically separate credit services organization and credit access business.

(b) A person operating a business as both a credit services organization and a credit access business at the same location may obtain one certificate of registration for both per location.

SEC. 18-49. REGISTRATION APPLICATION.

(a) To obtain a certificate of registration for a credit services organization or credit access business, a person must submit an application to the City of Laredo Building Department on a form provided by the city. The application must contain the following:

(1) The business or trade name, street address, mailing address, facsimile number, and telephone number of the credit services organization or credit access business.

(2) The names, street addresses, mailing addresses, and telephone numbers of all owners of the credit services organization or credit access business and other persons with a financial interest in the credit services organization or credit access business, and the nature and extent of each person's interest in the credit services organization or credit access business.

(3) A copy of a current, valid state registration statement held by the credit services organization pursuant to Section 393.101 of the Texas Finance Code, as amended.

(4) A copy of a current, valid state license held by the credit access business pursuant to Section 393.603 of the Texas Finance Code, as amended.

(5) A copy of a current, valid city certificate of occupancy showing that the credit services organization or credit access business is in compliance with the Laredo Land Development Code.

(6) A non-refundable application fee of $75.

(b) An applicant or registrant shall notify the director within 45 days after any material change in the information contained in the application for a certificate of registration, including, but not limited to, any

change of address and any change in the status of the state license or state registration statement held by the applicant or registrant.

(c) Existing credit services organizations and credit access businesses will have until January 31, 2023 to comply with the registration requirements listed in this ordinance. Any new credit services organization or credit access business, as defined in section 18-45, shall comply with all registration requirements prior to offering lending services.

SEC. 18-50. ISSUANCE AND DISPLAY OF CERTIFICATE OF REGISTRATION; PRESENTMENT UPON REQUEST.

(a) The director shall issue to the applicant a certificate of registration upon receiving a completed application under Section 18-49.

(b) A certificate of registration issued under this section must be conspicuously displayed to the public in the credit services organization or credit access business. The certificate of registration must be presented upon request to the director, agent of the director or any peace officer for examination.

SEC. 18-51. EXPIRATION AND RENEWAL OF CERTIFICATE OF REGISTRATION.

(a) A certificate of registration expires on the earlier of:

(1) one year after the date of issuance; or

(2) if the certificate of registration is held by a credit access business, on the date of expiration, revocation, or other termination of the credit access business's state license.

(b) A certificate of registration may be renewed by making application in accordance with Section 18-49. A registrant shall apply for renewal at least 30 days before the expiration of the registration.

SEC. 18-52. NONTRANSFERABILITY.

A certificate of registration for a credit services organization or credit access business is not transferable.

SEC. 18-53. MAINTENANCE OF RECORDS.

(a) A credit services organization and a credit access business shall maintain a complete set of records of all extensions of consumer credit transactions:

(1) that the credit services organization or credit access business arranged or obtained for a consumer; and

(2) on which the credit services organization or credit access business provide advice or assistance to a customer.

(b) A complete set of records must include the following information:

(1) The name and address of the consumer.

(2) The principal amount of cash actually advanced.

(3) The fees charged to arrange or obtain an extension of consumer credit.

(4) The fees charged to advise or assist a consumer in obtaining an extension of credit.

(5) The documentation used to establish a consumer's income under Section 18-54.

(6) A copy of each written agreement, between the credit services organization or credit access business and a customer, evidencing an extension of consumer credit including, but not limited to, any refinancing or renewal agreement with the consumer.

(7) Whether any part of the extension of consumer credit transaction has been refinanced or renewed and, if so, the number of refinances or renewals made.

(8) A copy of each written agreement between the lender and consumer.

(c) A credit access business shall maintain, and file with the director, copies, in a format prescribed by the director, of all annual reports, quarterly reports, and all revisions and updates to those reports, filed with the Texas Consumer Credit Commissioner under Chapter 393 of the Texas Finance Code, as amended. The reports, revisions, and updates must be submitted to the director within five business days of being submitted to the Texas Consumer Credit Commission.

(d) The records required to be maintained by a credit services organization or credit access business under this section must be retained for at least three years and, to the extent not filed with the director, made available for inspection by the city upon request during the usual and customary business hours of the credit services organization or credit access business.

SEC. 18-54. CONSUMER RIGHT TO COPY OF AGREEMENT.

(a) A credit services organization and a credit access business shall give to the consumer, upon request, a printed copy of a signed contract, and any other document the credit services organization or credit access business requires a consumer to sign or acknowledge reading.

(b) All contracts and other documents that a credit services organization or credit access business requires the consumer to sign or acknowledge reading shall be in the language in which the contract was negotiated and explained to the consumer.

SEC. 18-55. RESTRICTIONS ON EXTENSIONS OF CONSUMER CREDIT.

(a) A credit services organization or credit access business shall not obtain for a consumer, or assist a consumer in obtaining, a cash advance under an extension of consumer credit transaction that exceeds 20 percent of the consumer's gross monthly income.

(b) A credit services organization or credit access business shall not obtain for a consumer, or assist a consumer in obtaining, a cash advance in the form of a motor vehicle title loan that exceeds the lesser of:

(1) three percent of the consumer's gross annual income; or

(2) 70 percent of the retail value of the motor vehicle.

(c) A credit services organization or credit access business shall use a paycheck, bank statement, IRS Form W-2 from the previous tax year, the previous year's tax return, a signed letter from an employer, or other similar documentation establishing income to determine a consumer's income.

(d) A credit services organization or credit access business that obtains for a consumer or advises or assists a consumer in obtaining an extension of consumer credit shall, by the terms of the extension of consumer credit transaction:

(1) require payment of the total amount of the extension of consumer credit transaction, including any principal, interest, and fees, valuable consideration, credit access business fees, and any other charges or costs, in four or fewer payments; and

(2) reduce by at least 25 percent per payment the total amount of the extension of consumer credit transaction, including any principal, interest, fees, valuable consideration, credit access business fees, and any other charges.

(e) A credit services organization or credit access business shall not refinance or renew any part of an extension of consumer credit transaction, unless the total amount of the extension of the consumer credit transaction, including any principal, interest, fees, valuable consideration, credit access business fees, and any other charges or costs, is due in a single payment.

(f) A credit services organization or credit access business that refinances or renews an extension of consumer credit transaction under Subsection (e):

(1) may not refinance or renew the extension of credit transaction more than three times; and

(2) the minimum payment amount due to refinance or renew such extension of consumer credit transaction must reduce by at least 25 percent the total amount of the extension of consumer credit transaction, including any principal, interest, fees, valuable consideration, credit access business fees, and any other charges or costs, such that the total amount owed by the consumer is paid in full after a maximum of three refinances or renewals.

(g) For purposes of this section, an extension of consumer credit that is made to a consumer within seven days after a previous extension of consumer credit transaction has been paid by the consumer constitutes a refinancing or renewal.

SEC. 18-56. REFERRAL TO CONSUMER CREDIT COUNSELING.

(a) A credit services organization and a credit access business shall provide a list of non-profit agencies that provide financial education, training programs, or cash assistance programs to each consumer who seeks to obtain or seeks advice or assistance on obtaining an extension of consumer credit.

(b) A credit services organization and a credit access business must conspicuously display a poster, or other similar document, that contains information regarding extensions of consumer credit, as prescribed by the director. The organization or business must display the poster or similar document so that it is clearly visible to each consumer who enters the facility.

SEC. 18-57. RESTRICTIONS ON NON-DEFERRED PRESENTMENT OR MOTOR VEHICLE TITLE LOAN EXTENSIONS OF CONSUMER CREDIT.

(a) This section applies to an extension of consumer credit transaction that a credit services organization obtains or arranges for a consumer or provides advice or assistance to obtain and that is not a deferred presentment transaction or a motor vehicle title loan.

(b) The sum of all valuable consideration, fees, or other charges owed by the consumer to the credit services organization may not exceed 0.1 percent per day of the outstanding balance of the extension of consumer credit.

SEC. 18-58. COMPLIANCE REQUIRED.

A person may not knowingly use a device, subterfuge, or pretense to evade the application of this article.

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

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

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

Section 5. This Ordinance shall become effective immediately upon passage.

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:

BY: _____

XAVIER A. CHARLES
ASSISTANT CITY ATTORNEY

Introductory Ordinances 20.

City Council-Regular
Meeting Date: 10/17/2022
Initiated By: Steve E. Landin, Assistant City Manager

Staff Source: Arturo Garcia, Utilities Director & Tina Martinez, CD Director

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SUBJECT

Authorizing the Interim City Manager to negotiate and execute all documents necessary to complete the sale of the "Surface Only" of City right-of-way for the amount of $1,735,441.69 to Texas Department of Transportation. City property is located at 9402 NE Bob Bullock Loop in Laredo, Texas, Webb County; legally described as Fire Station No. 12, Block 1, Lot 1A. The City of Laredo reserves any and all visible and apparent easements recorded or not recorded; approving and providing for an effective date. Funds will be deposited to General Fund $105,960.00, Sanitary Sewer Adjustments $1,018,939.12 and Water Adjustments $610,542.57.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On February 7, 2022, Council approved the Temporary Right-of-Entry between the City of Laredo and Texas Department of Transportation to provide access to conduct survey, right-of-way mapping, and/or geotechnical investigations.

BACKGROUND

Texas Department of Transportation needs to proceed with the acquisition of City ROW located at 9402 NE Bob Bullock Loop for the US59 Corridor Project.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends for this introductory ordinance to be passed.

Fiscal Impact

Fiscal Year:	2023
Bugeted Y/N?:	N
Source of Funds:	

Account #: Various

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

General Fund $105,960 Account#101-0000-374-1000
Sanitary Sewer Adjustments $1,018,939.12 Account# 559-4250-373-2058
Water Adjustments $610,542.57 Account#557-4150-373-2058
Will be accounted for in the Fixed Asset system.

Attachments

Aerial
Intro Ordinance

Fire Station No. 12
9402 NE Bob Bullock Loop

INTRO ORDINANCE NO. 2022-O-

AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ALL DOCUMENTS NECESSARY TO COMPLETE THE SALE OF THE "SURFACE ONLY" OF CITY ROW FOR THE AMOUNT OF $1,735,441.69 TO TEXAS DEPARTMENT OF TRANSPORATION. CITY PROPERTY IS LOCATED AT 9402 NE BOB BULLOCK IN LAREDO, TEXAS, WEBB COUNTY; LEGALLY DESCRIBED AS FIRE STATION NO.12, BLOCK 1, LOT 1A. THE CITY OF LAREDO RESERVES ANY AND ALL VISIBLE AND APPARENT EASEMENTS RECORDED OR NOT RECORDED; APPROVING AND PROVIDING FOR AN EFFECTIVE DATE. FUNDS WILL BE DEPOSITED TO ACCOUNTS GENERAL FUND $105,960, SANITARY SEWER ADJUSTMENTS $1,018,939.12, WATER ADJUSTMENTS $610,542.57.

WHEREAS, Texas Department of Transportation needs to proceed with the acquisition of City ROW located at 9402 NE Bob Bullock Loop also known as Parcel 46 for the US 59 Corridor Project and;

WHEREAS, it is in the best interest of the City of Laredo to accept the offer amount of $1,735,441.69 from TxDot.

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

A. The City of Laredo hereby accepts to sell the "surface only" of City Row located at 9402 NE Bob Bullock Loop also known as Parcel 46 for the US 59 Corridor Project for the amount of $1,735,441.69.

B. 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

City Council-Regular
Meeting Date: 10/17/2022
Initiated By: Steve E. Landin, Assistant City Manager

Staff Source: Tina Martinez, CD Director

SUBJECT

Authorizing the Interim City Manager to negotiate and execute all documents necessary to complete the sale of the "Surface Only" of City property 2420 Baltimore Street at its market value of $49,000.00 to David and Blanca E. Delgado. The legal description for the property is Lot 1, Block 918, Western Division, Laredo, Texas, Webb County. The City of Laredo reserves any and all visible and apparent easements recorded or not recorded; approving and providing for an effective date.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

On June 10, 2021, David and Blanca Delgado owners of 2418 Baltimore contacted the City of Laredo to purchase City property 2420 Baltimore since they were encroaching onto City property.

As per Texas Local Government Code 272.001 a and b.
b) The notice and bidding requirements of Subsection (a) do not apply to the types of land and real property interests described by this subsection and owned by a political subdivision. The land and those interests described by this subsection may not be conveyed, sold, or exchanged for less than the fair market value of the land or interest unless the conveyance, sale, or exchange is with one or more abutting property owners who own the underlying fee simple.

This subsection applies to:

(1) narrow strips of land, or land that because of its shape, lack of access to public roads, or small area cannot be used independently under its current zoning or under applicable subdivision or other development control ordinances;

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends for this introductory ordinance to be passed.

Fiscal Impact

Fiscal Year:	2023
Bugeted Y/N?:	N
Source of Funds:	
Account #:	101-0000-374-1000
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Funds will be deposited in the General Fund account. Will be accounted for in the Fixed Asset System.

Attachments

Aerial

Survey 2420 Baltimore St.

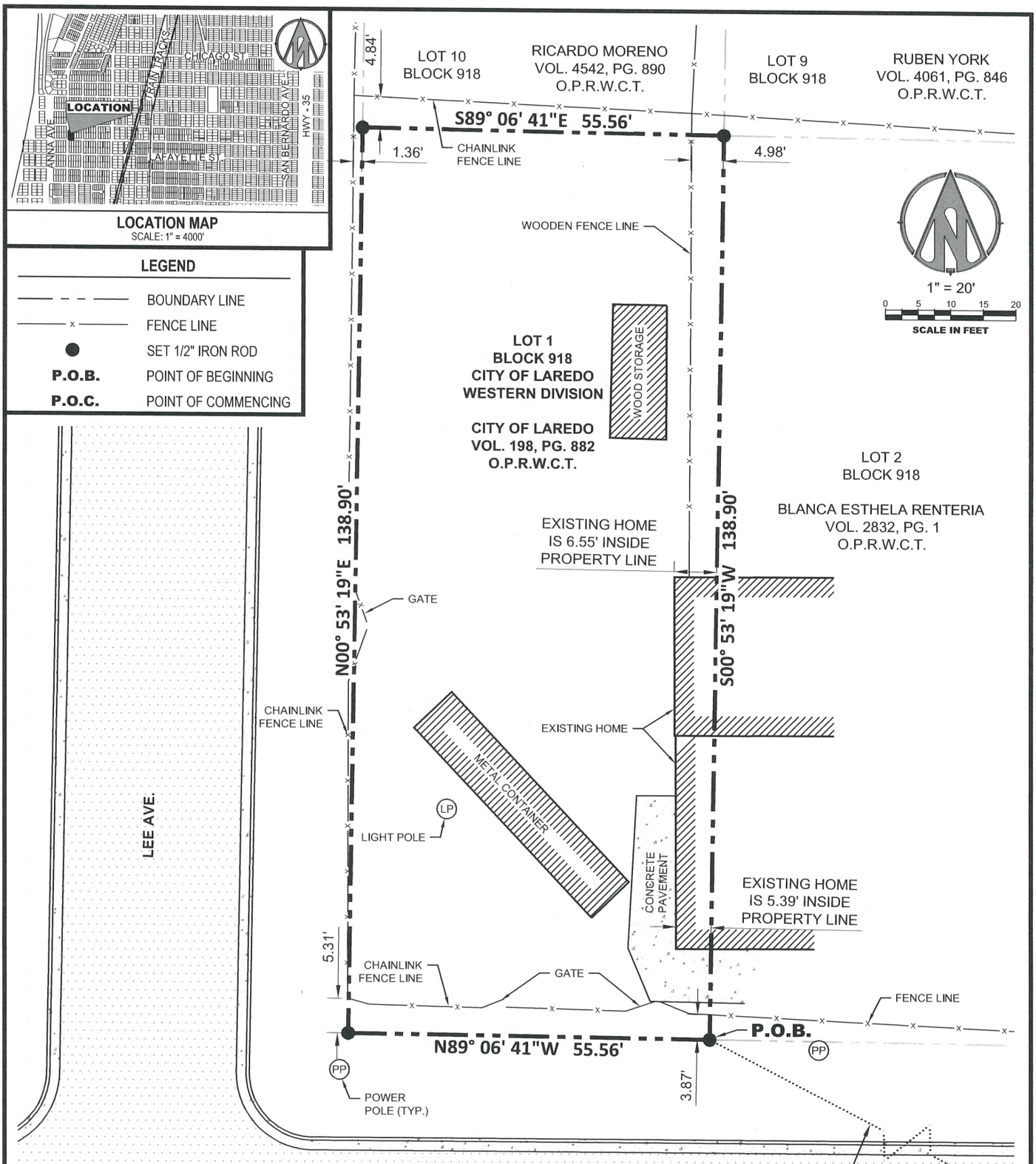
Intro Ordinance

City of Laredo
Community Development Department
Real Estate Division
2420 Baltimore St. "Exhibit A "

LOCATION MAP
SCALE: 1" = 4000'

LEGEND

— — —	BOUNDARY LINE
——x——	FENCE LINE
●	SET 1/2" IRON ROD
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING



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

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

JEFFREY G. PUIG, R.P.L.S.
No. 5961

07/08/2021
DATE

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

LOT 10
BLOCK 915

LOT 9
BLOCK 915

BASIS OF BEARING:
BASED ON NAD83, TEXAS STATE PLANES, SOUTH ZOUNE 4205, U.S. FOOT, AND BEING A FOUND 1/2" IRON ROD FOR THE NORTHEAST CORNER OF LOT 6, BLOCK 915, CITY OF LAREDO WESTERN DIVISION; AND A FOUND 1/2" IRON ROD FOR THE NORTHWEST CORNER OF LOT 7, BLOCK 915, CITY OF LAREDO WESTERN DIVISION.

CALLED: WEST
MEASURED: NORTH 89° 06' 41" WEST

CEC
CIVIL ENGINEERING CONSULTANTS
7109 N. Bartlett Avenue, Ste. 201
Laredo, Texas, 78041
TEL: 956-729-7844 FAX: 956-729-7854
TBPE # F-2214 TBPS # 100410-01

SURVEY OF LOT 1, BLOCK 918 CITY OF LAREDO, TEXAS WESTERN DIVISION

CONTAINING 7,717 SQ.FT., CONVEYED TO THE CITY OF LAREDO, RECORDED IN VOLUME 198, PAGE 882, OFFICIAL PUBLIC RECORDS OF WEBB COUNTY, TEXAS

FILENAME: E0677900-Boundary Survey.dwg	
STATUS: FINAL	DRAWN BY: R.G.
CHECKED BY: E.L.O.	APPROVED BY: J.G.P.
DATE: 07/07/2021	REVISED DATE: ---
PROJECT NO.: E0677900	

1
SHEET
1 OF 1

INTRO ORDINANCE NO. 2022-O-

AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ALL DOCUMENTS NECESSARY TO COMPLETE THE SALE OF THE "SURFACE ONLY" OF CITY PROPERTY 2420 BALTIMORE STREET AT ITS MARKET VALUE OF $49,000 TO DAVID AND BLANCA E. DELGADO. LEGAL DESCRIPTION LOT 1, BLOCK 918FIRE STATION NO.12, BLOCK 1, LOT 1 BLOCK 918, WESTERN DIVISION, LAREDO, TEXAS, WEBB COUNTY. THE CITY OF LAREDO RESERVES ANY AND ALL VISIBLE AND APPARENT EASEMENTS RECORDED OR NOT RECORDED; APPROVING AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Laredo agrees to sell City Property 2420 Baltimore Street to David and Blanca E. Delgado for the amount of $49,000 and;

WHEREAS, it is in the best interest of the City of Laredo to sell this encroached property to abutting owners David and Blanca E. Delgado. As per Texas Local Government Code 272.001 a and b.
b) The notice and bidding requirements of Subsection (a) do not apply to the types of land and real property interests described by this subsection and owned by a political subdivision. The land and those interests described by this subsection may not be conveyed, sold, or exchanged for less than the fair market value of the land or interest unless the conveyance, sale, or exchange is with one or more abutting property owners who own the underlying fee simple.
This subsection applies to:
(1) narrow strips of land, or land that because of its shape, lack of access to public roads, or small area cannot be used independently under its current zoning or under applicable subdivision or other development control ordinances;

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

A. The City of Laredo hereby accepts to sell the "surface only" of City property located at 2402 Baltimore Street to David and Blanca Delgado for the amount of $49,000.

B. 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

Introductory Ordinances 22.

City Council-Regular
Meeting Date: 10/17/2022
Initiated By: Steve E. Landin, Assistant City Manager

Staff Source: Robert Pena, Traffic Director; Tina Martinez, CD Director

SUBJECT

Closing as a public easement, a section of Lafayette right of way out of the 1700 and 1800 block of Lafayette Street between Santa Rita and Main Street, Western Division, City of Laredo, Webb County; this area being more particularly described in the attached Exhibit “A”. 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 Lafayette Street and providing for an effective date.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

In an effort to continue with the Lafayette Park Improvement Project and provide the constituents in district 8 with additional recreational outdoor activities, council member from district 8 is requesting the closure of a section of Lafayette St.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends the Introduction of this Ordinance.

Fiscal Impact

Fiscal Year:	2023
Bugeted Y/N?:	NA
Source of Funds:	NA
Account #:	NA
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

Will be accounted for in the fixed asset system.

Attachments

Introductory Ordinance
Exhibit "A" Aerial

Introductory Ordinance No. 2022-O-

CLOSING AS A PUBLIC EASEMENT, A SECTION OF LAFAYETTE RIGHT OF WAY OUT OF THE 1700 AND 1800 BLOCK OF LAFAYETTE STREET BETWEEN SANTA RITA AND MAIN STREET, WESTERN DIVISION, CITY OF LAREDO, WEBB COUNTY; THIS AREA BEING MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT "A". 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 LAFAYETTE STREET AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Interim City Manager recommends that the City Council close as a public easement that section of Lafayette Street in the Western Division of the City of Laredo; and

WHEREAS, the street closure will provide additional space for the new proposed amenities to the Lafayette Park Project in District 8, and Lafayette Park Improvement Project

WHEREAS, the City of Laredo is the sole abutting property owners to the north and south of the above mentioned 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 Lafayette St.

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

Section 1: The section of Lafayette 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 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:

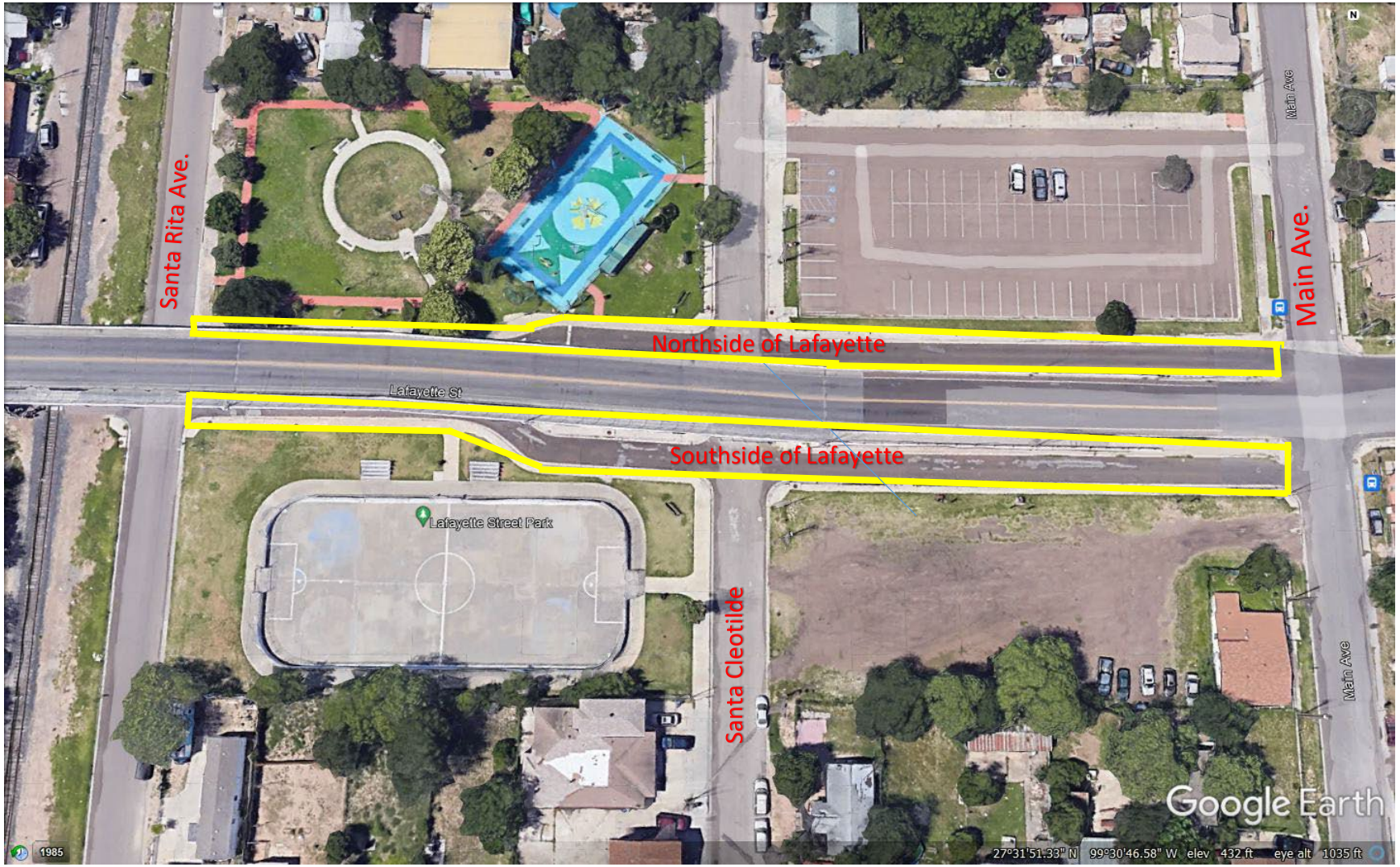
Jose A. Valdez, Jr.
CITY SECRETARY

APPROVED AS TO FORM:

Doanh “Zone” T. Nguyen
CITY ATTORNEY

By: _____
David H. Arredondo
ASSISTANT CITY ATTORNEY

Exhibit A


Santa Rita Ave.
Main Ave.
Northside of Lafayette
Lafayette St
Southside of Lafayette
Lafayette Street Park
Santa Cleotilde
Main Ave
Google Earth
1985
27°31'51.33" N 99°30'46.58" W elev 432 ft eye alt 1035 ft

Introductory Ordinances 23.

City Council-Regular
Meeting Date: 10/17/2022
Initiated By: Steve E. Landin, Assistant City Manager

Staff Source: Gilberto Sanchez, Airport Director

SUBJECT

Authorizing the Interim City Manager to adopt and implement the Laredo International Airport's updated Noise Exposure Maps (NEMs) in concurrence with the Federal Aviation Administrations (FAA) Record of Approval dated, August 25, 2022. The updated Noise Exposure Maps were prepared in accordance with 14 CFR Part 150 Airport Noise Compatibility Planning. Said maps will remain in effect for the next 5 years and will serve as a basis for analyzing and comparing operational noise abatement procedure alternatives and evaluating land use-related noise mitigation measures; and providing for an effective date.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

The City of Laredo (Airport Sponsor), the owner and operator of Laredo International Airport (LRD or Airport), is undertaking a Noise Exposure Map (NEM) Update for the Airport. This is the first phase of a two-phase process with the second phase being an update to the Noise Compatibility Program (NCP). The NEM phase of the study documents the aircraft noise exposure from the existing and future (five-year) operational environment for the Airport. The NCP phase evaluates potential future operational noise abatement measures as well as future land use mitigation opportunities to improve the compatibility of aircraft operations to and from the Airport with the surrounding communities.

The existing and future noise contours are collectively known as the Airport's NEMs. The NEMs serve as a basis for analyzing and comparing operational noise abatement procedure alternatives and evaluating land use-related noise mitigation measures. The NEMs are overlaid on existing land use maps and future land use plans (if available) to identify land uses that are compatible (or incompatible) with aircraft noise under current conditions and those planned for the future. The results of these analyses are documented in this NEM Update report.

The NEM process included two public meetings to present information regarding the existing and future noise contours and has involved proactive coordination with a wide variety of interested parties. Input was sought and received from elected and

appointed officials, local planning and zoning departments, citizens and community interest groups, the business community, airport tenants and users of the Airport, and federal and state agencies. Information was disseminated and input was received through the following:

- Two public open-house meetings
- Media outreach and news coverage
- Public comments

The Federal Aviation Administration received the Laredo International Airport's NEM update submission and determined that it is in compliance with applicable requirements of 14 CFR Part 150. Further, they have also determined that the 2019 and 2026 NEMs located in Appendix C fulfill the requirements for the current and the 5-year noise exposure maps.

Adopting and implementing the New Noise Exposure Maps for the Laredo International Airport will allow for the Airport to continue with the second phase of the NEM update, keep the Airport in compliance with Federal Aviation Administration regulations, and update our current maps for appropriate enforcement of Section 24-68 Airport Noise Zoning District of the City's Land Development Code Book.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends the approval of this motion.

Fiscal Impact

Fiscal Year:	2023
Bugeted Y/N?:	
Source of Funds:	
Account #:	
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

No Financial impact.

Attachments

Introductory Ordinance
Noise Exposure Map Update
Appendix B

Appendix C
Acceptance Letter from FAA

ORDINANCE NO. 2022-O-XXX

AUTHORIZING THE INTERIM CITY MANAGER TO ADOPT AND IMPLEMENT THE LAREDO INTERNATIONAL AIRPORT'S UPDATED NOISE EXPOSURE MAPS (NEMS) IN CONCURRENCE WITH THE FEDERAL AVIATION ADMINISTRATIONS (FAA) RECORD OF APPROVAL DATED, AUGUST 25, 2022. THE UPDATED NOISE EXPOSURE MAPS WERE PREPARED IN ACCORDANCE WITH 14 CFR PART 150 AIRPORT NOISE COMPATIBILITY PLANNING. SAID MAPS WILL REMAIN IN EFFECT FOR THE NEXT 5 YEARS AND WILL SERVE AS A BASIS FOR ANALYZING AND COMPARING OPERATIONAL NOISE ABATEMENT PROCEDURE ALTERNATIVES AND EVALUATING LAND USE-RELATED NOISE MITIGATION MEASURES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Airport Director recommends that the Mayor and City Council authorize the Interim City Manager to adopt and implement the Laredo International Airport's updated Noise Exposure Maps (NEMs) in concurrence with the Federal Aviation Administrations (FAA) Record of Approval dated, August 25, 2022. The updated Noise Exposure Maps were prepared in accordance with 14 CFR Part 150 Airport Noise Compatibility Planning. Said maps will remain in effect for the next 5 years and will serve as a basis for analyzing and comparing operational noise abatement procedure alternatives and evaluating land use-related noise mitigation measures; and

WHEREAS, the City of Laredo (Airport Sponsor), the owner and operator of Laredo International Airport (LRD or Airport), is undertaking a Noise Exposure Map (NEM) Update for the Airport; and

WHEREAS, the NEM phase of the study documents the aircraft noise exposure from the existing and future (five-year) operational environment for the Airport; and

WHEREAS, the NEMs serve as a basis for analyzing and comparing operational noise abatement procedure alternatives and evaluating land use-related noise mitigation measures. The NEMs are overlaid on existing land use maps and future land use plans (if available) to identify land uses that are compatible (or incompatible) with aircraft noise under current conditions and those planned for the future; and

WHEREAS, adopting and implementing the new Noise Exposure Maps for the Laredo International Airport will allow for the Airport to continue with the second phase of the NEM update, keep the Airport in compliance with Federal Aviation Administration regulations, and update our current maps for appropriate enforcement of Section 24-68 Airport Noise Zoning District of the City's Land Development Code Book.

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 be hereby authorize the Interim City Manager to adopt and implement the Laredo International Airport's updated Noise Exposure Maps (NEMs) in concurrence with the Federal Aviation Administrations (FAA) Record of Approval dated, August 25, 2022. The updated Noise Exposure Maps were prepared in accordance with 14 CFR Part 150 Airport Noise Compatibility Planning. Said maps will remain in effect for the next 5 years and will serve as a basis for analyzing and comparing operational noise abatement procedure alternatives and evaluating land use-related noise mitigation measures; 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: _____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

August 24, 2022

Laredo International Airport
Noise Exposure Map Update

RS&H

CITY OF LAREDO

LAREDO INTERNATIONAL AIRPORT

August 17, 2022

John MacFarlane
Environmental Protection Specialist
FAA Texas Airports District Office
10101 Hillwood Parkway
Fort Worth, Texas 76177

Subject: 14 CFR Part 150 Noise Exposure Maps submission for Laredo International Airport

Dear Mr. MacFarlane:

The City of Laredo (City) is pleased to submit the Noise Exposure Maps (NEMs) and documentation for Laredo International Airport (LRD). The NEMs have been prepared in accordance with 14 CFR Part 150 Airport Noise Compatibility Planning. The City requests that the Federal Aviation Administration (FAA) indicate whether they are in compliance with the applicable requirements.

The aviation forecast for the LRD NEMs was initially completed in the first few months of the worldwide COVID-19 public health emergency in 2020, using 2019 as the baseline with a 5-year forecast time horizon of 2025. As a result of discussions with the FAA regarding the impacts of the COVID-19 public health emergency on aviation activity, it was decided that, to the extent feasible, the forecast should assess the change in aircraft operations at LRD in terms of the original forecasts. Ultimately, a verification memorandum or addendum to the forecasts was generated for the NEMs and is provided in Appendix A. The aviation forecast and verification memorandum or addendum provided were both approved in January 2021.

As of the date of this submittal, the aircraft data and procedures within this document are hereby certified by the City to be consistent with the operations, fleet mix and flight tracks for calendar years 2022 and 2027.

As documented in Chapter 7, the City provided all interested parties adequate opportunity to submit their views, data and comments concerning the correctness and adequacy of the NEMs and the descriptions of the forecast aircraft operations. The sponsor's certification, as required by 14 CFR Part 150, are included on the NEMs in Appendix C.

Please do not hesitate to contact me if you have any questions.

Sincerely,

Gilberto Sanchez
Interim Airport Director
Laredo International Airport

Sponsor's Certification

The City of Laredo has completed a 14 CFR Part 150 Noise Exposure Map Report for Laredo International Airport. This is to certify the following:

1. The 2019 and 2026 Noise Exposure Maps for the Laredo International Airport and the associated documentation the City of Laredo submitted in this volume to the Federal Aviation Administration under 14 CFR Part 150, Subpart B, Section 150.21, are true and complete, under penalty of 18 U.S.C. 1001.

2. Pursuant to 14 CFR Part 150, Subpart B, Section 150.21(b), all interested parties have been afforded adequate opportunity to submit their views, data, and comments concerning the correctness and adequacy of the draft noise exposure maps and the descriptions of forecast aircraft operations.

3. The "2019 Existing Condition Noise Exposure Map" (located in Appendix C, 2019 Map 1 of 3) accurately represents conditions for calendar year 2019 as developed prior to the COVID-19 pandemic.

4. The "2026 Five-Year Forecast Condition Noise Exposure Map" (located in Appendix C, 2026 Map 1 of 3) accurately represents expected forecast conditions.

CITY OF LAREDO

By: _____

Gilberto Sanchez
Interim Airport Director

Date:August 17, 2022

Airport:	Laredo International Airport
Owner/Operator:	City of Laredo
Address:	5210 Bob Bullock Loop, Laredo Texas 78045

14 CFR PART 150 NEM CHECKLIST – PART I

AIRPORT NAME: Laredo International Airport REVIEWER: _____

PROGRAM REQUIREMENT	YES	NO	SUPPORTING PAGES/REVIEW COMMENTS
I. Submitting And Identifying The NEM:			
A. Submission is properly identified:			
1. 14 C.F.R. Part 150 NEM?	X		NEM submitted for FAA acceptance. See Cover Letter.
2. NEM and NCP together?			N/A – NEM submission only.
3. Revision to NEMs FAA previously determined to be in compliance with Part 150?	X		Page 2-1 Previous NEM found to be in compliance by FAA on 4/9/2014.
B. Airport and Airport Operator's name are identified?	X		Page 1-2
C. NCP is transmitted by airport operator's dated cover letter, describing it as a Part 150 submittal and requesting appropriate FAA determination?			N/A
II. Consultation: [150.21(b), A150.105(a)]			
A. Is there a narrative description of the consultation accomplished, including opportunities for public review and comment during map development?	X		Chapter 7 and Appendix B
B. Identification of consulted parties:			
1. Are the consulted parties identified?	X		Chapter 7
2. Do they include all those required by 150.21(b) and A150.105(a)?	X		Chapter 7
3. Agencies in 2, above, correspond to those indicated on the NEM?	X		Chapter 7
C. Does the documentation include the airport operator's certification, and evidence to support it, that interested persons have been afforded adequate opportunity to submit their views, data, and comments during map development and in accordance with 150.21(b)?	X		See Sponsor's Certification on the NEMs above. Sponsor's Certification indicates that interested persons have been afforded adequate opportunity to submit their views, data, and comments during map development and in accordance with 150.21(b).
D. Does the document indicate whether written comments were received during consultation and, if there were comments that they are on file with the FAA regional airports division manager?	X		Chapter 7 and Appendix B. Written comments received during consultation are included in Appendix B and are on file with the FAA regional airports division manager.
III. General Requirements: [150.21]			
A. Are there two maps, each clearly labeled on the face with year (existing condition year and one that is at least 5 years into the future)?	X		Existing Condition and Future Condition NEM are provided in Appendix C.
B. Map currency:			
1. Does the year on the face of the existing condition map graphic match the year on the airport operator's NEM submittal letter?		X	
2. Is the forecast year map based on reasonable forecasts and other planning assumptions and is it for at least the fifth calendar year after the year of submission?		X	
3. If the answer to 1 and 2 above is no, the airport operator must verify in writing that data in the documentation are representative of existing condition and at least 5 years' forecast conditions as of the date of submission.	X		Cover Letter

14 CFR PART 150 NEM CHECKLIST – PART I

AIRPORT NAME: Laredo International Airport REVIEWER: _____

PROGRAM REQUIREMENT	YES	NO	SUPPORTING PAGES/REVIEW COMMENTS
C. If the NEM and NCP are submitted together:			
1. Has the airport operator indicated whether the forecast year map is based on either forecast conditions without the program or forecast conditions if the program is implemented?			N/A – NEM submission only
2. If the forecast year map is based on program implementation:			
a. Are the specific program measures that are reflected on the map identified?			N/A – NEM submission only
b. Does the documentation specifically describe how these measures affect land use compatibilities depicted on the map?			
3. If the forecast year NEM does not model program implementation, the airport operator must either submit a revised forecast NEM showing program implementation conditions [B150.3(b), 150.35(f)] or the sponsor must demonstrate the adopted forecast year NEM with approved NCP measures would not change by plus/minus 1.5 DNL? (150.21(d))			N/A – NEM submission only
IV. Map Scale, Graphics, And Data Requirements: [A150.101, A150.103, A150.105, 150.21(a)]			
A. Are the maps of sufficient scale to be clear and readable (they must not be less than 1" to 2,000'), and is the scale indicated on the maps? (*Note (1) if the submittal uses separate graphics to depict flight tracks and/or noise monitoring sites, these must be of the same scale, because they are part of the documentation required for NEMs*.) (*Note (2) supplemental graphics that are not required by the regulation do not need to be at the 1" to 2,000' scale*)	X		The full-size plots of the Existing and Future NEMs are at a scale of 1" = 2,000' and is of sufficient scale to be clear and readable. See Appendix C
B. Is the quality of the graphics such that required information is clear and readable? (*Refer to C. through G., below, for specific graphic depictions that must be clear and readable*)	X		The quality of the graphics is such that required information is clear and readable. See Appendix C
C. Depiction of the airport and its environs:			
1. Is the following graphically depicted to scale on both the existing condition and forecast year maps?			
a. Airport boundaries	X		Airport property boundary is graphically depicted on both NEMs in Appendix C
b. Runway configurations with runway end numbers	X		Runway configurations with runway end numbers are depicted on both NEMs in Appendix C

14 CFR PART 150 NEM CHECKLIST – PART I

AIRPORT NAME: Laredo International Airport REVIEWER: _____

PROGRAM REQUIREMENT	YES	NO	SUPPORTING PAGES/REVIEW COMMENTS
2. Does the depiction of the off-airport data include?			
a. A land use base map depicting streets and other identifiable geographic features	X		The depiction of the off-airport data includes a land use base map depicting streets and other identifiable geographic features. See Appendix C
b. The area within the DNL[1] 65 dB (or beyond, at local discretion)	X		The depiction of the off-airport data includes the area within the DNL 65 contour. See Appendix C
c. Clear delineation of geographic boundaries and the names of all jurisdictions with planning and land use control authority within the DNL 65 dB (or beyond, at local discretion)	X		The depiction of the off-airport data includes a clear delineation of geographic boundaries and identifies that the City of Laredo is the sole land use control authority for all areas within the DNL 65 dB contour. See Appendix C
D. 1. Continuous contours for at least the DNL 65, 70, and 75 dB?	X		Continuous contours for the DNL 65, 70, and 75 are shown on both NEMs in Appendix C
2. Has the local land use jurisdiction(s) adopted a lower local standard and if so, has the sponsor depicted this on the NEMs?		X	The local land use jurisdiction has not adopted a lower standard than DNL 65
3. Based on current airport and operational data for the existing condition year NEM, and forecast data representative of the selected year for the forecast NEM?	X		Operational data and the Addendum to the Aviation Activity Forecast are included in Chapter 2 and Appendix A
E. Flight tracks for the existing condition and forecast year timeframes (these may be on supplemental graphics which must use the same land use base map and scale as the existing condition and forecast year NEM), which are numbered to correspond to accompanying narrative?	X		Flight tracks are shown in full size plots, with a scale of 1'= 2,000', and use the same land use base map as the NEMs. These are included as NEM Maps 2 and 3 for the Existing and Future years in Appendix C
F. Locations of any noise monitoring sites (these may be on supplemental graphics which must use the same land use base map and scale as the official NEMs)			N/A
G. Noncompatible land use identification:			
1. Are noncompatible land uses within at least the DNL 65 dB noise contour depicted on the map graphics?	X		NEMs in Appendix C
2. Are noise sensitive public buildings and historic properties identified? (*Note: If none are within the depicted NEM noise contours, this should be stated in the accompanying narrative text.*)	X		Chapter 6 – Noise Exposure includes the noise sensitive public buildings and historic properties. There are none within the DNL 65 dB contour for either year
3. Are the noncompatible uses and noise sensitive public buildings readily identifiable and explained on the map legend?	X		NEMs in Appendix C
4. Are compatible land uses, which would normally be considered noncompatible, explained in the accompanying narrative?			N/A

[1] CNEL for California airports

14 CFR PART 150 NEM CHECKLIST – PART I

AIRPORT NAME: Laredo International Airport REVIEWER: _____

PROGRAM REQUIREMENT	YES	NO	SUPPORTING PAGES/REVIEW COMMENTS
V. Narrative Support Of Map Data: [150.21(a), A150.1, A150.101, A150.103]			
A. 1. Are the technical data and data sources on which the NEMs are based adequately described in the narrative?	X		Technical data and data sources on which the NEMs are based are adequately described in the narrative. See Chapter 2– Forecasts For Noise Exposure Map Update and Chapter 4 - Noise Modeling
2. Are the underlying technical data and planning assumptions reasonable?	X		The underlying technical data and planning assumptions are reasonable. See Chapter 2–Forecasts For Noise Exposure Map Update and Chapter 4 - Noise Modeling
B. Calculation of Noise Contours:			
1. Is the methodology indicated?	X		The methodology is indicated in Chapter 4 - Noise Modeling
a. Is it FAA approved?	X		The methodology is FAA approved. AEDT 3d was used to model the NEMs
b. Was the same model used for both maps? (*Note: The same model also must be used for NCP submittals associated with NEM determinations already issued by FAA where the NCP is submitted later, unless the airport sponsor submits a combined NEM/NCP submittal as a replacement, in which case the model used must be the most recent version at the time the update was started.*)	X		The same model AEDT 3d was used for both maps
c. Has AEE approval been obtained for use of a model other than those that have previous blanket FAA approval?			N/A
2. Correct use of noise models:			
a. Does the documentation indicate, or is there evidence, the airport operator (or its consultant) has adjusted or calibrated FAA-approved noise models or substituted one aircraft type for another that was not included on the FAA's pre-approved list of aircraft substitutions?			N/A
b. If so, does this have written approval from AEE, and is that written approval included in the submitted document?			N/A
3. If noise monitoring was used, does the narrative indicate that Part 150 guidelines were followed?			N/A
4. For contours below DNL 65 dB, does supporting documentation include an explanation of local reasons? (*Note: A narrative explanation, including evidence the local jurisdiction(s) have adopted a noise level less than DNL 65 dB as sensitive for the local community(ies), and including a table or other depiction of the differences from the Federal table, is highly desirable but not specifically required by the rule. However, if the airport sponsor submits NCP measures within the locally significant noise contour,*			N/A

14 CFR PART 150 NEM CHECKLIST – PART I

AIRPORT NAME: Laredo International Airport REVIEWER: _____

PROGRAM REQUIREMENT	YES	NO	SUPPORTING PAGES/REVIEW COMMENTS
an explanation must be included if it wants the FAA to consider the measure(s) for approval for purposes of eligibility for Federal aid.)			
C. Noncompatible Land Use Information:			
1. Does the narrative (or map graphics) give estimates of the number of people residing in each of the contours (DNL 65, 70 and 75, at a minimum) for both the existing condition and forecast year maps?	X		The narrative gives estimates of the number of people residing in each of the DNL 65, 70, and 75 contours for the existing condition and forecast year NEMs. See Chapter 6 – Noise Exposure, Tables 6-2 and 6-3
2. Does the documentation indicate whether the airport operator used Table 1 of Part 150?	X		The documentation indicates that the airport operator used Table 1 of Part 150. See Chapter 6 – Noise Exposure, Section 6.4 and Figure 6-3
a. If a local variation to table 1 was used:			
(1) Does the narrative clearly indicate which adjustments were made and the local reasons for doing so?			N/A
(2) Does the narrative include the airport operator's complete substitution for table 1?			N/A
3. Does the narrative include information on self- generated or ambient noise where compatible or noncompatible land use identifications consider non-airport and non-aircraft noise sources?			N/A
4. Where normally noncompatible land uses are not depicted as such on the NEMs, does the narrative satisfactorily explain why, with reference to the specific geographic areas?			N/A
5. Does the narrative describe how forecast aircraft operations, forecast airport layout changes, and forecast land use changes will affect land use compatibility in the future?	X		Chapter 6 – Noise Exposure
VI. Map Certifications: [150.21(b), 150.21(e)]			
A. Has the operator certified in writing that interested persons have been afforded adequate opportunity to submit views, data, and comments concerning the correctness and adequacy of the draft maps and forecasts?	X		The operator has certified in writing that interested persons have been afforded adequate opportunity to submit views, data, and comments concerning the correctness and adequacy of the draft maps and forecasts. See Sponsor's Certification on the NEMs above.
B. Has the operator certified in writing that each map and description of consultation and opportunity for public comment are true and complete under penalty of 18 U.S.C. § 1001?	X		The operator has certified in writing that each map and description of consultation and opportunity for public comment is true and complete under penalty of 18 U.S.C. § 1001. See Sponsor's Certification on the NEMs above.

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CHAPTER 1

INTRODUCTION

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1.1 STUDY PROCESS OVERVIEW

The City of Laredo (Airport Sponsor), the owner and operator of Laredo International Airport (LRD or Airport), is undertaking a Noise Exposure Map (NEM) Update for the Airport. This is the first phase of a two-phase process with the second phase being an update to the Noise Compatibility Program (NCP). The NEM phase of the study documents the aircraft noise exposure from the existing and future (five-year) operational environment for the Airport. The NCP phase evaluates potential future operational noise abatement measures as well as future land use mitigation opportunities to improve the compatibility of aircraft operations to and from the Airport with the surrounding communities.

Initial efforts for the NEM Update included an inventory of the existing operational activity for 2019. This involved data collection of the number of aircraft operating at the Airport on an annual basis, the fleet mix (types of aircraft), the time of day in which the aircraft operate (day, which is from 7:00 a.m. to 9:59 p.m., or night, which is from 10:00p.m. to 6:59 a.m.), and existing aircraft operational procedures (i.e., runway use, flight tracks, and departure and arrival corridors). In addition to operational data, land use data were collected and reviewed. These data included zoning regulations, subdivision requirements, existing land use maps, future land use plans, and population distribution.

After collecting these data, a noise prediction model, the Federal Aviation Administration (FAA) Aviation Environmental Design Tool (AEDT) Version 3.d was used to produce 2019 noise contours (areas of equal noise exposure around the Airport).[2] The FAA requires that these noise contours be prepared for the current year (which was 2019, when the NEM Update began) and a projected condition for a future year at the discretion of the Airport Sponsor. For the NEM Update for LRD, the future year of 2025 was chosen to represent five years into the future from the date of submittal, however, the forecast was completed amidst the COVID-19 pandemic. As a result, the FAA and Airport Sponsor agreed that while the base year should continue to be 2019, the future-year should be adjusted from 2025 to 2026. As a result, the original forecast made for 2025, using the most recent version of the FAA Terminal Area Forecast (TAF) at the time[3] was adopted as the forecast for 2026. Because the forecast was adjusted one year, the projections including the anticipated recovery from the COVID-19 pandemic was validated in a verification memorandum (or addendum) to the Aviation Forecast. Both the verification memorandum and the forecast were approved by the FAA in January 2021.

The future fleet mix was determined using several factors, including the current fleet mix for LRD, national trends in fleet mix change, and overall perception on what the private aircraft industry will look like in the future. The existing and future operational data and assumptions were input into the AEDT to generate the base year and future year Day-Night Average Sound Level (DNL) noise contours.

The existing and future noise contours are collectively known as the Airport's NEMs. The NEMs serve as a basis for analyzing and comparing operational noise abatement procedure alternatives and evaluating land use-related noise mitigation measures. The NEMs are overlaid on existing land use maps and future land use plans (if available) to identify land uses that are compatible (or incompatible) with aircraft noise

[2] AEDT Version 3.d was the most recent version at the time the NEMs were prepared.
[3] FAA Terminal Area Forecast 2019, published in January 2020.

under current conditions and those planned for the future. The results of these analyses are documented in this NEM Update report.

The NCP will evaluate measures to improve noise compatibility around the Airport through possible modifications to aircraft operational procedures and possible changes to future land use planning and zoning requirements. The results of this analysis will be incorporated into the NCP.

The combined NEM and NCP will be submitted under 14 CFR Part 150 to the FAA for their acceptance and approval. Certain recommendations that are approved could then become eligible for Federal noise abatement funding and for implementation of noise abatement flight procedures.

1.2 AIRPORT BACKGROUND

1.2.1 Airport Location and Setting

As shown on **Figure 1-1**, LRD is located in the City of Laredo approximately three miles northeast of downtown Laredo. Interstate 35 is located approximately 2 miles west of LRD. The main access into the Airport and its facilities from the east is along Bob Bullock Loop, and the primary access to Airport and its facilities from the west is along Maher Avenue.

Figure 1-2 shows the property line marking the Airport Operating Area (AOA). The AOA shown is made up of an area approximately 1,800 acres. The Airport's property is surrounded by a variety of land uses, including commercial, recreation, and residential. Within the Airport property boundary, the City uses the majority of the land for aviation.

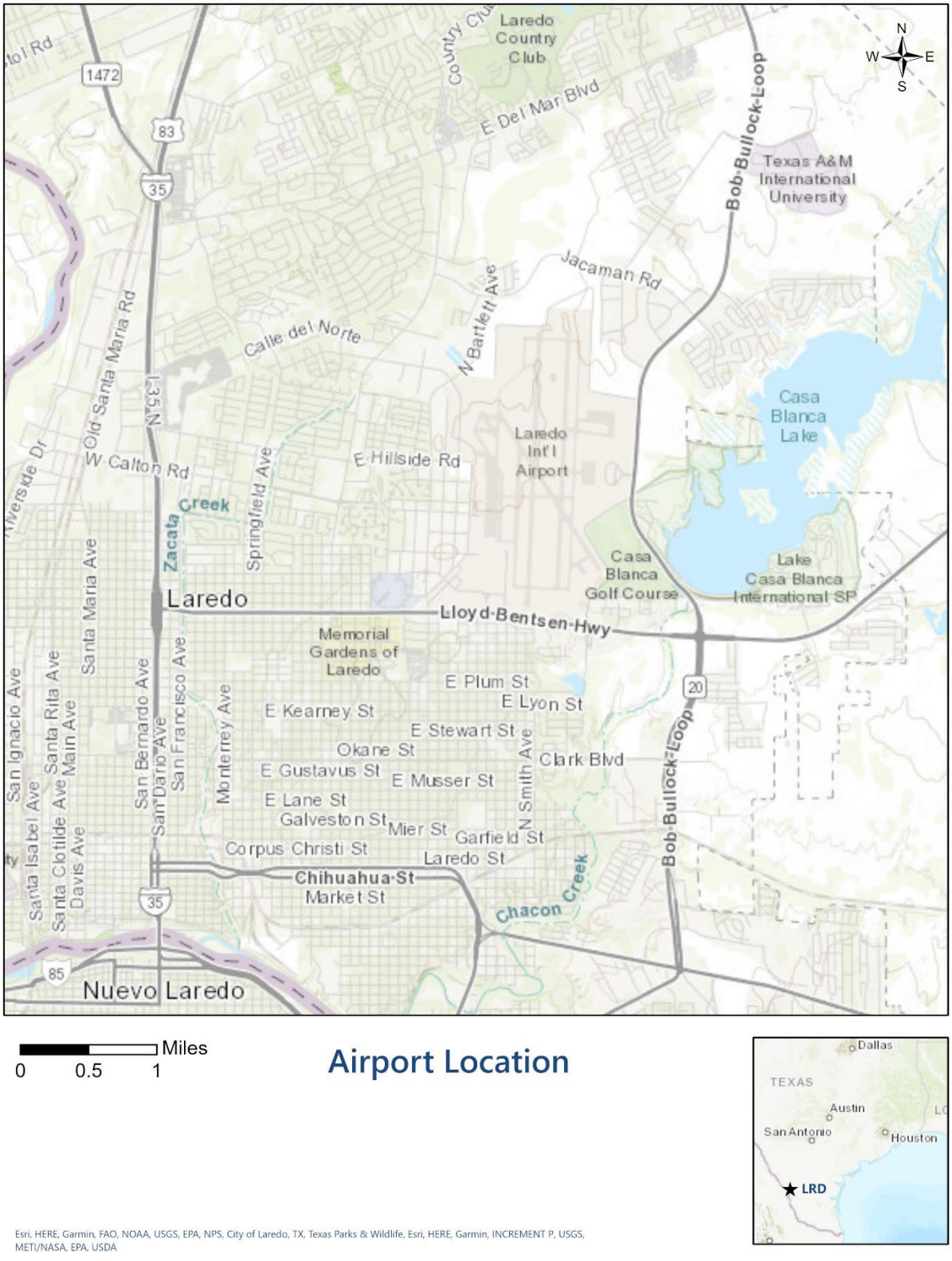
1.2.1 History of Airport Development

Laredo International Airport was originally established in the 1940s as part of a military wartime training activities. Until 1973, the Airport was used by the United States Air Force and did not open for commercial service until 1975.

Currently, LRD is a public-use airport that is operated by the City of Laredo and plays an important transportation role in the state of Texas. Its proximity to Mexico makes LRD a major trade and commerce vehicle as the only airport in the U.S with an operation of Mexican Customs to reinspect southbound air cargo. As the largest inland port in the U.S., the Port of Laredo provides significant benefit to the community as an employment, trade, and commerce engine for communities all over the United States. This major flow of goods through the region offers endless opportunities to build the local economy and protect the long-term viability of the Airport by ensuring compatible development in the vicinity of the Airport.

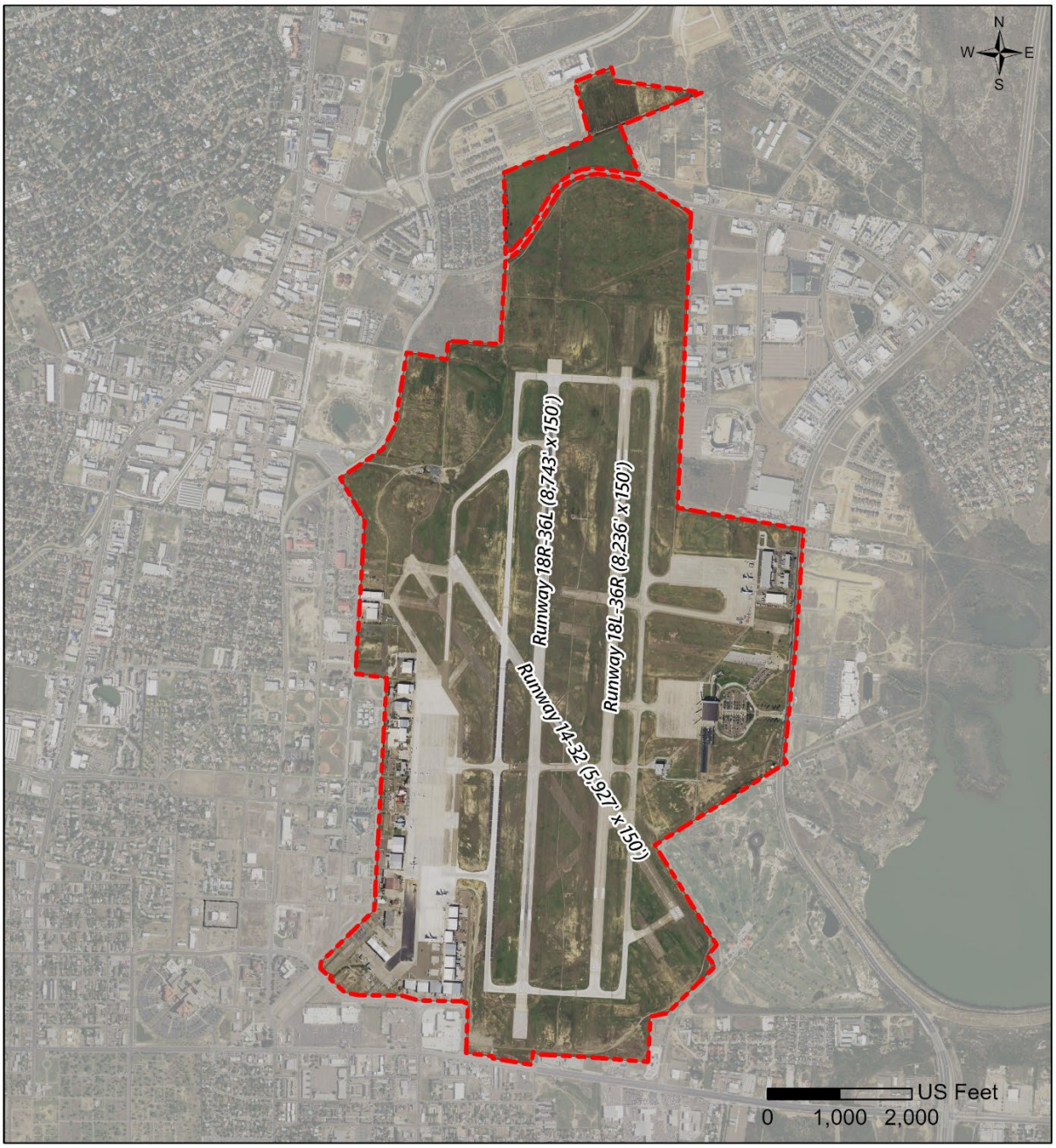
LRD serves as a commercial service airport and provides facilities and services to business jet, law enforcement, life flight, and student training activity.

FIGURE 1-1
AIRPORT LOCATION MAP



Source: RS&H, 2021; ESRI, 2021

FIGURE 1-2
AIRPORT OPERATING AREA PROPERTY LINE



Source: RS&H, 2021; ESRI, 2021

1.3 EXISTING AIRPORT FACILITIES

1.3.1 Airfield and Support Facilities

As shown in **Figure 1-2**, the Airport currently consists of three runways. Runway 18R-36L is the primary runway and is 8,743 feet long and 150 feet wide. Runway 18L-36R is parallel to the primary runway and is 8,236 feet long and 150 feet wide. Runway 14-32 is a crosswind runway and is 5,927 feet long and 150 feet wide. The Airport Traffic Control Tower (ATCT) is located on the west side of the airfield and is operational from 6:00 a.m. to 12:00 midnight.

The Airport terminal and landside facilities are located on the east side of the airfield and the aircraft rescue and firefighting (ARFF) building is south of terminal. The terminal also houses a U.S. Customs and Border Patrol (CBP) for international flights.

The Airport has multiple large cargo airlines that operate out of LRD. The facilities used by the cargo operators exist on both sides of the airfield. The two fixed-based operators (FBO)s are located on different ends of the large multi-use apron used for general aviation and cargo located west of Runway 18L-36R. This expansive multi-purpose apron also has a federal inspection station (FIS) and multiple freight warehouses located on the southern end.

1.3.2 Navigational Aids

LRD has a variety of Navigation Aids (NAVAIDs) to assist pilots in poor visibility conditions or instrument operations. NAVAIDs include:

- AWOS – Automated Weather Observing System
- DME - Distance Measuring Equipment (End of Runway 18R)
- ILS - Instrument Landing System (End of Runway 18R)
- HIRL - High Intensity Runway Edge Lights (Runways 18L-36R and 18R-36L)
- LOC- Localizer (End of Runway 18R)
- MALSR – Medium Intensity Approach Lighting System with Runway Alignment Indicator Lights on Runway (Runway 18R-36L)
- MIRL – Medium Intensity Runway Edge Lights (Runway 14-32)
- PAPI-4 – Precision Approach Path Indicator (End of Runway 18L and Runway 18R-36L)
- VASI-4 - Four Box Visual Approach Slope Indicators (Runway 14-32)
- VOR or TACAN – (Runway 14-32)

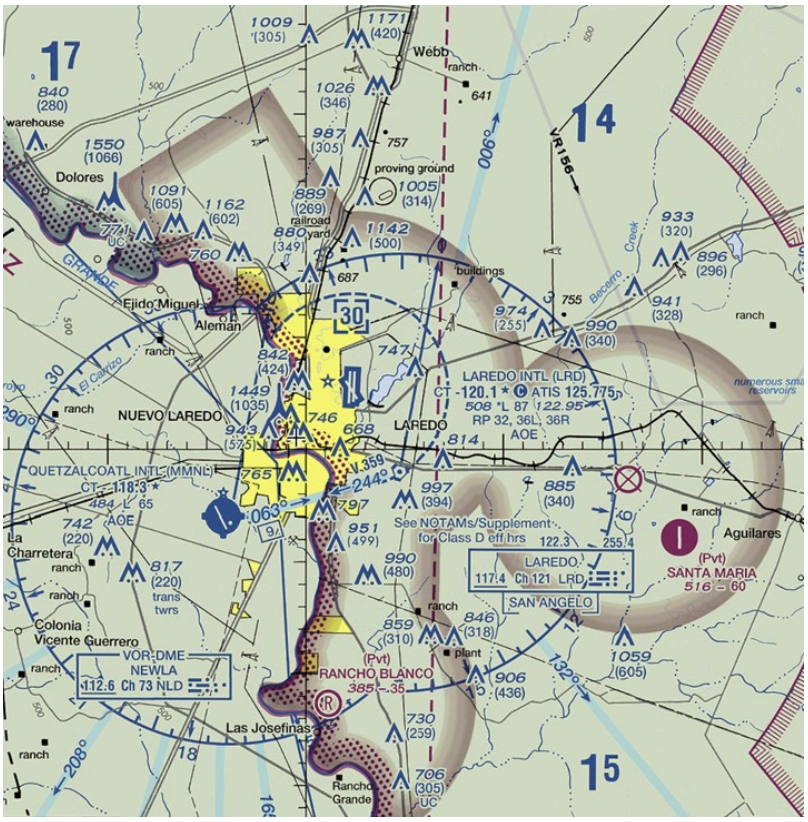
The Runway 18R end is equipped with an ILS Category I approach. This allows approaches to a decision altitude of 704 feet and visibility minimum of a ½ mile.

1.4 AIRSPACE/AIR TRAFFIC CONTROL

In addition to the three runways and their lengths, the local airspace and air traffic control both affect the flow and frequency of arrivals and departures at the Airport. LRD has Class D airspace, which is monitored by the Airport Traffic Control Tower (ATCT) from the hours of 6:00 a.m. to 12:00 midnight daily. The

Airport does not have a Terminal Radar Approach Control (TRACON) facility; therefore, air traffic outside the vicinity of the Airport not flying visually, is handed off to the FAA En Route facility in Houston, Texas (ZHU). The Class D airspace generally goes from the surface to 2,500 feet above the airport elevation (charted in mean sea level [MSL]). The configuration of each Class D airspace area is individually customized and, when instrument procedures are published, the airspace is normally designed to contain the procedures. During times when the ATCT is closed from (12:01 a.m. to 5:59 a.m.) the LRD airspace becomes Class E above 1,200 feet and Class G below 1,200 feet. The western edge of the Class D airspace is aligned with the U.S. – Mexico border, which is located approximately 3 miles west of the Airport. **Figure 1-3** shows the local airspace of LRD. Because of the border's proximity to the western and southern end of the Airport, the arrivals and departures on Runway 14, 36R, and 36L require sharp arcing turns to avoid passing into international airspace.

FIGURE 1-3
AIRSPACE IN THE VICINITY OF LAREDO INTERNATIONAL AIRPORT



Source: SkyVector, 2021

1.5 NOISE ABATEMENT

To address noise concerns, a Noise Compatibility Program (NCP) was adopted in 2008 and updated in 2014. The NCP was intended to reduce or eliminate existing land use incompatibilities and prevent any future land use compatibilities from arising. The NCP includes three different and voluntary noise mitigation programs of which property owners could participate: (1) Fee Simple Acquisition; (2) Acoustical Treatment; and (3) Avigation Easement. A description of each of these programs is provided below. The NCP allowed participants to select one of these three programs and allowed for participants who initially

chose the Fee Simple Acquisition program or Avigation Easement program to switch to the other program because both programs require property appraisals. However, the participant would not be able to switch to the Acoustical Treatment Program if one of the other programs was initially selected because doing so would result in additional administrative costs for the City. In addition, property owners who initially chose to participate in the Acoustical Treatment Program may change to either of the other programs if it was determined that acoustical treatment of the property was not feasible.

1.6 NOISE COMPLAINTS

Over the past year, Laredo International Airport received a total of 70 complaints from private residences in the city of Laredo due to the noise of aircraft. The complaints were located in five general areas:

1. South of Runway 18R-36L (61% of complaints)
2. South of Runway 18L-36R (13% of complaints)
3. Southeast of Runway 14-32 (10% of complaints)
4. North of the Airport (10% of complaints)
5. West of the Airport (6% of complaints)

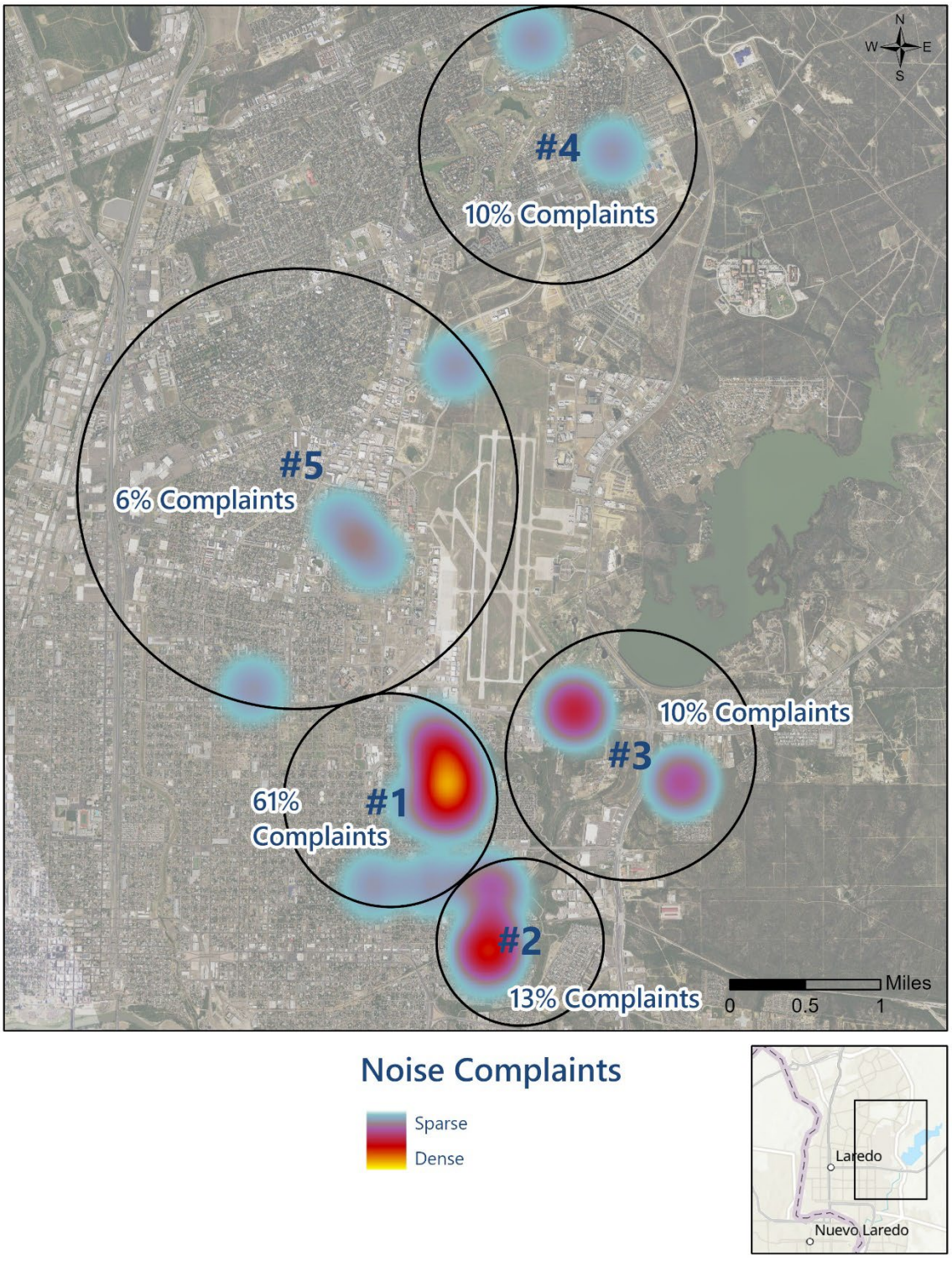
Figure 1-4 shows the number of complaints in a hotspot analysis.

There are multiple factors that could lead to the clustering of complaints in these areas such as the time of day the aircraft are operating, the type of operation (approach versus departure), the location of the residences in relation to the approach and departure paths, or the general age or condition of the buildings.

Of the total complaints filed:

- 57% of complaints reported aircraft noise during sleeping, or late-night hours. Meanwhile, 36% of complaints identified noise at all hours.
- 84% of complaints occurred south to southeastern of the Airport.
- The median age of the buildings among all complaints was 39 years old.

FIGURE 1-4
NOISE COMPLAINT HOT SPOT ANALYSIS



Source: RS&H, 2021; Laredo International Airport, 2021

CHAPTER 2

FORECASTS FOR NOISE EXPOSURE MAP UPDATE

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2.1 DISCLAIMER

The aviation forecast for the LRD NEM Update was initially completed in the first few months of the worldwide COVID-19 public health emergency in 2020, using 2019 as the baseline with a 5-year forecast time horizon of 2025. The NEM forecast was based on a short-term forecast of operations for a period of five years.

As a result of discussions with the FAA regarding the impacts of the COVID-19 public health emergency on aviation activity within the U.S., it was decided that, to the extent feasible, the forecast should assess the change in aircraft operations at LRD in terms of the original forecasts. Given an anticipated reduction in aircraft operations at LRD (like almost every other airport in the nation), further research was performed to determine whether it is possible that the original forecasts with a 5-year forecast of 2025 could be used as a 5-year forecast to 2026. Ultimately, a verification memorandum or addendum to the forecasts was generated and used in conjunction with the forecast chapter below in being approved by the FAA. The verification memorandum or addendum to the forecasts for the NEM Update is provided in **Appendix A.**

The aviation forecast and verification memorandum or addendum provided were both approved in January 2021.

2.2 INTRODUCTION

The purpose of this chapter is to present the aviation activity forecast that will be used to update the Noise Exposure Map (NEM) for Laredo International Airport (LRD or the Airport), which was last updated in 2013. A forecast requires the total annual operations[4] of an airport to be categorized, so that an accurate number of operations associated with each aircraft model is provided. The noise generated by each aircraft and the number of operations can then be incorporated into the AEDT model to generate noise contours.

A key consideration in the development of any type of aviation forecast is comparison of the forecast with the FAA Terminal Area Forecast (TAF).[5] The TAF is the official forecast for active airports in the National Plan of Integrated Airport Systems (NPIAS) and is prepared to meet budget and planning needs of the FAA. Because of consistency in operational trends at LRD over the past 10 years this forecast adopted the FAA TAF 2019, which was published in mid-January 2020 for its five-year 2025 projection.

2.2.1 Airport Background

LRD was defined in the 2019-2023 NPIAS as a primary, nonhub airport.[6] It is located in the City of Laredo and Webb County, Texas approximately three miles east and northeast from the U.S.—Mexico border,

4 An operation can be counted as a takeoff or landing.

5 In accordance with FAA Order 5050.4B, National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions, paragraph 706.b(3), "The sponsor's forecast must be consistent with the [TAF]. To be consistent with the TAF, the sponsor's 5-year forecast should be within 10% of the TAF and a 10-year forecast should be within 15% of the TAF." The FAA must approve sponsor forecasts before they can be used with an environmental document that requires a forecast. If these stated thresholds are exceeded, the FAA Region office in which the airport is located, will forward the forecasts to FAA headquarters for approval.

6 Nonhub airports have more than 10,000 annual enplanements, but less than 0.05% of the U.S. total.

which enables it to be used as a U.S. port of entry for cargo, and offer commercial passenger service. LRD has onsite U.S. Customs and Border Patrol (CBP) processing 24 hours per day / 7 days per week.

2.2.2 Forecast Extent and Data

This forecast uses the FAA fiscal year (FY)[7] 2019 (October 1, 2018 – September 30, 2019) as the baseline year, and identifies operations for FY 2025. Baseline data was obtained from the FAA Traffic Flow Management System (TFMS) database which gives detailed operations necessary for use of the AEDT model. These fields include but are not limited to airline/operator; user class; date and time; and arrival/destination airport codes.

Ultimately, the baseline and forecast operations for LRD were generated by aircraft model, and totaled using:

- FAA TAF categories:
  - Air Carrier
  - Air Taxi & Commuter
  - General Aviation (sum of itinerant and civil general aviation [GA] operations)
  - Military (sum of itinerant and local military operations)
- Annual Day-Night Arrivals by Aircraft Model
  - Daytime Hours: 07:00-21:59
  - Nighttime Hours: 22:00-06:59
- Annual Day-Night Departures by Aircraft Model with Stage Length
  - Daytime Hours: 07:00-21:59
  - Nighttime Hours: 22:00-06:59

Stage length data is used in the AEDT to represent the various weights of a departing aircraft. For example, a fully- loaded aircraft departing on a long-haul flight weighs more on departure than the same fully loaded aircraft departing on a short-haul flight, due to the weight of the additional fuel needed to travel a longer distance. A heavier aircraft uses more runway length and climbs at a slower rate than lighter aircraft. To account for this, the AEDT contains 10 departure climb profiles (corresponding to different departure weights), depending on the type of aircraft. These profiles represent aircraft origin-to-destination trip lengths from 500 nautical miles to over 8,500 nautical miles. The distances of each stage length in the AEDT is shown in **Table 2-1**.

2.3 BASELINE FLEET INVENTORY

The following sections provide insight on the baseline FY 2019 aircraft fleet that operated at LRD, the various types of users, and which aircraft are anticipated to retire or up-gauge within the five-year planning horizon. While these sections include discussion on some of the specific makes and models within the baseline 2019 fleet, they do not list every aircraft.

[7] The FAA's FY (October-September) was used in place of the calendar year (CY) because it is used in the FAA TAF.

TABLE 2-1
AEDT STAGE LENGTH DESCRIPTIONS

Stage Length	Distance (Nautical Miles)
1	0-500
2	501-1,000
3	1,001-1,500
4	1,501-2,500
5	2,501-3,500
6	3,501-4,500
7	4,501-5,500
8	5,500-6,500
9	6,500-8,500
M	Maximum Range at Maximum Takeoff Weight

Source: FAA AEDT Tech Manual 3d, March 2021

2.3.1 Passenger Fleet

Currently, commercial passenger service at LRD is offered by: 1) United Airlines (UAL)[8] with daily service to and from George Bush Intercontinental/Houston Airport (IAH); 2) American Airlines (AAL)[9] with daily service to and from Dallas-Ft. Worth International Airport (DFW); and 3) Allegiant Air (AAY) with bi-weekly service to and from McCarran International Airport (LAS) in Las Vegas, Nevada.

During the production of this forecast, the impacts of the COVID-19 pandemic struck millions of people worldwide. In the aviation industry, the impacts of the COVID-19 pandemic significantly decreased world-wide commercial passenger activity and its capacity for domestic and international passengers. Because an event such as this is unprecedented, the return to pre-COVID-19 passenger capacity, while eagerly anticipated, is not yet known.

For many airports, the commercial passenger activity has suffered the greatest hit from the COVID-19 pandemic. As a result, there is reason to believe that the existing passenger fleet would remain, albeit with decreasing load factors to accommodate social distancing, until a more permanent and confident solution exists.

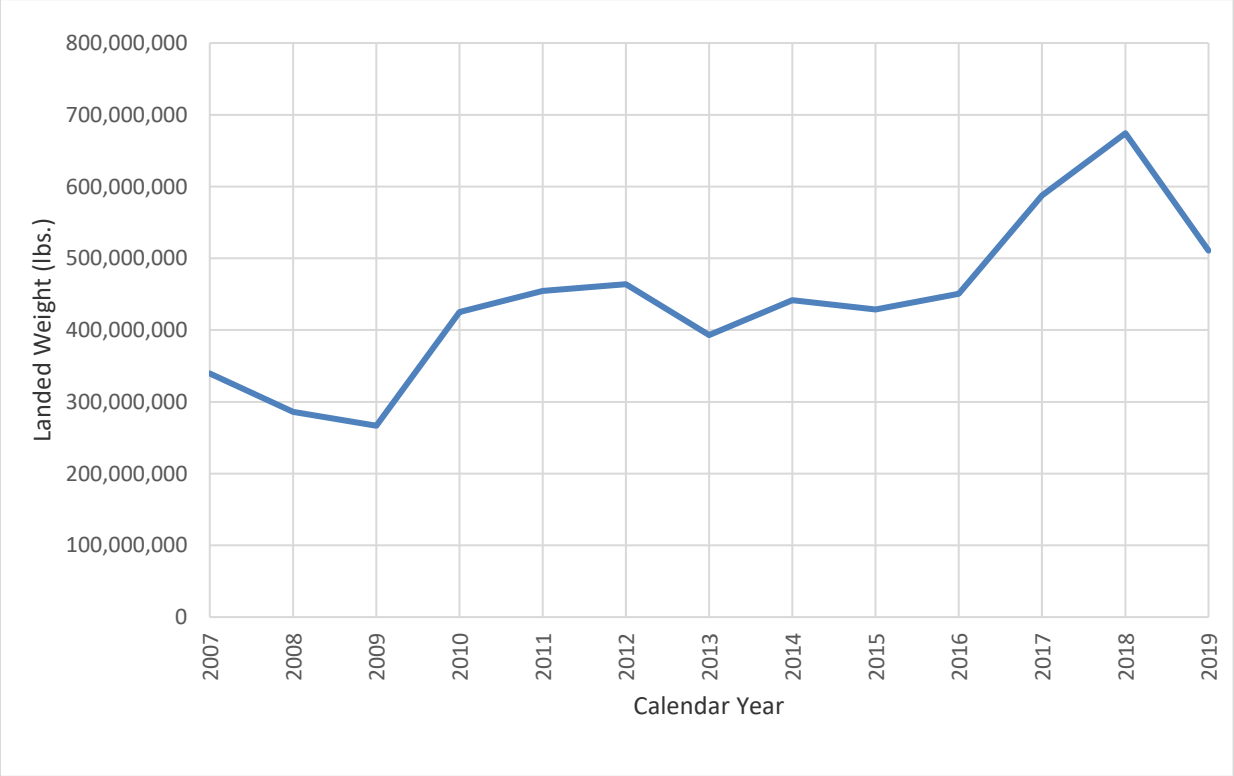
Regardless of the time it takes to return to pre-COVID-19 capacity, this forecast assumes the FAA TAF 2019 projections for FY 2026 will be achieved within the forecast horizon. However, given the current conditions this forecast does not assume any up-gauging in passenger aircraft. Instead, this forecast assumes each of these aircraft will remain operational at LRD with increasing capacity through FY 2026.

8 United Airlines includes regional affiliate Express Jet.
9 American Airlines includes regional affiliate Envoy and SkyWest.

2.3.2 Cargo Fleet

The prime location of LRD along the U.S.-Mexico border has contributed to the Airport's steadily increasing cargo activity over the past 10 years, making it an integral part of the Airport's role. **Figure 2-1** shows that from CY 2009-2019, the Airport has had an average annual growth rate (AAGR) of 8.9% in its landed cargo weight.[10]

FIGURE 2-1
HISTORICAL - CARGO LANDED WEIGHT (2009-2019)



Note: CY 2019 (preliminary)
Source: FAA All-Cargo Data, 2009-2019

The cargo service at LRD is provided by a wide variety of operators and aircraft. Major air carrier operators including, but not limited to, Federal Express (FedEx or FDX) and the United Parcel Service (UPS) mainly use narrow body and some wide-body aircraft. Meanwhile, several other cargo operators such as Aeronaves TSM, S.A. de C.V. (VTM) use feeder aircraft to provide integral connections from several other airports, many of which are located in Mexico

During the data gathering phase, several cargo operators at LRD were interviewed to confirm their existing fleet at the Airport, and to make note of any other changes they anticipate by 2026. Based on the discussion with the various cargo operators, there was no reason to assume any fleet changes by 2026.

[10] Based on Preliminary CY 2019 Landed Weight.

2.3.3 General Aviation Fleet

The GA fleet mix at LRD is quite diverse with at least 188 different makes and models listed in baseline FY 2019.

The following list shows the make and model of the most common GA aircraft[11] or aircraft with the highest operational frequency from baseline FY 2019. Based on the analysis of the existing fleet of GA aircraft and their users, it is assumed that each of the aircraft will remain operational in the fleet of FY 2026.

- Beechcraft (B350, BE20, BE30, BE9L)
- Bombardier (CL30, CL60)
- Cessna (C172, C206, C25A, C25B, C25C, C421, C501, C510, C525, C550, C560, C56X, C680)
- Cirrus (SR22)
- Dassault (FA20)
- Fairchild/Swearingen (SW3, SW4)
- Gulfstream (G280, GALX, GLF4)
- Hawker (Beechcraft) (H25B)
- Learjet (Bombardier) (LJ35, LJ45, LJ60)
- Piper (PA46)
- Raytheon (PRM1)
- Short Brothers (SH36)

2.3.4 Military Fleet

Details on the military fleet and frequency were provided by the Air National Guard (ANG) and Department of Homeland Security (DHS). In general, the trend showed that military operations were short in duration (stage lengths of 0-500 NM) and occurred during daytime and nighttime hours.

The following list represents the types of military aircraft that were a part of the LRD fleet in 2019. Based on the information provided from the Airport via the ANG and DHS, it is assumed that each of these aircraft will remain operational in LRD fleet of 2026.

- Beechjet 400 (T-1A)
- Airbus Helicopters (LUH72, UH60, UH72A)
- Beechcraft (B350, BE30, BE9L)
- Bombardier (DH8B)
- Cessna (C208, C295)
- Eurocopter (AS350, EC35)
- Gulfstream (GLF4)
- Northrop (T38)

[11] Referring to GA aircraft with more than 120 annual operations.

2.4 FAA TAF 2019

The baseline FY 2019 and forecast FY 2026 totals were adopted from the FAA TAF 2019 which is the most recent TAF upon which to compare these forecasts. TAF 2019 forecasts were adopted as the basis for the this forecast for the following reasons:

- The majority of air carrier operations are conducted by air cargo carriers. In determining the reasonableness for use of 4.4% average annual growth rate (AAGR) for air carrier operations, this forecast reviewed three factors from tables in FAA Aerospace Forecasts for FY 2020-2040 for the period 2020-2030:
  - the AAGR for domestic aircraft seat miles is 2.2% and revenue passenger miles is 2.3%[12]
  - the AAGR for domestic cargo revenue tons miles is 2.0% whereas for international it is 5.3%;[13] and
  - the growth in U.S. mainline air carriers for cargo jet aircraft for all narrow body and wide body model types is 3.7%.[14]

  Given the change in total air carrier operations for LRD in the next five years is likely to be more associated with growth in air cargo, which is a sector of the U.S. aviation industry that is anticipated to do well, the forecast adopts the 4.4% AAGR for this segment of the forecast activity.

- The general aviation AAGR of 0.2% for TAF 2019 is less than a weighted average for AAGR in active general aviation and air taxi hours flown of 0.6% between 2020-2030 in the FAA Aerospace Forecasts for FY 2020-2040. This is a marginal difference. For this reason, these forecasts adopt the rate of growth for general aviation activity.

- Military operations represent 42.4% of total operations at LRD and are held constant as is customary for forecasting military operations.

For the reasons listed above, this NEM forecast adopts use of the FAA TAF 2019 forecasts as the control total of operations for baseline FY 2019 and forecast FY 2026.

2.5 ENPLANEMENTS

From FY 1999-2019 the Airport experienced an average annual growth rate (AAGR) of 0.3% in enplanements, with the greatest jump in air carrier. However, over the past ten years, the Airport's air carrier enplanements have noticeably fluctuated as they reached a peak in FY 2015 with 35,680 and then decreased back to 15,395 in baseline year 2019.

Table 2-2 shows historical enplanements at LRD from FY 1999-2019.

[12] FAA Aerospace Forecast FY 2020-2040 (Table 11)
[13] FAA Aerospace Forecast FY 2020-2040 (Table 19)
[14] FAA Aerospace Forecast FY 2020-2040 (Table 22)

TABLE 2-2
HISTORICAL ENPLANEMENTS (FY 1999-2019)

Fiscal Year	Air Carrier	Commuter	Total Enplanements
1999	20,611	68,358	88,969
2004	12,208	68,672	80,880
2009	17,840	81,961	99,801
2014	35,169	79,588	114,757
2019*	15,395	73,573	88,968
AAGR			
1999-2009	8.4%	2.3%	0.5%
2009-2019	0.0%	-0.8%	-0.9%
1999-2019	4.2%	0.7%	0.3%

Note: *2019 Estimate
Source: FAA TAF, 2019; RS&H, 2020

2.5.1 Enplanements Forecast

Overall, the FAA TAF 2019 projects increasing enplanements from FY 2020-2026. LRD had an increasing trend in enplanements from FY 1999-2019 (0.3% AAGR), although from FY 2009-2019 it has been slightly decreasing (-0.9% AAGR). Therefore, the FAA TAF 2019 forecast for total enplanements at 1.3% AAGR from FY 2020-2026 is consistent with past trends but slightly optimistic.

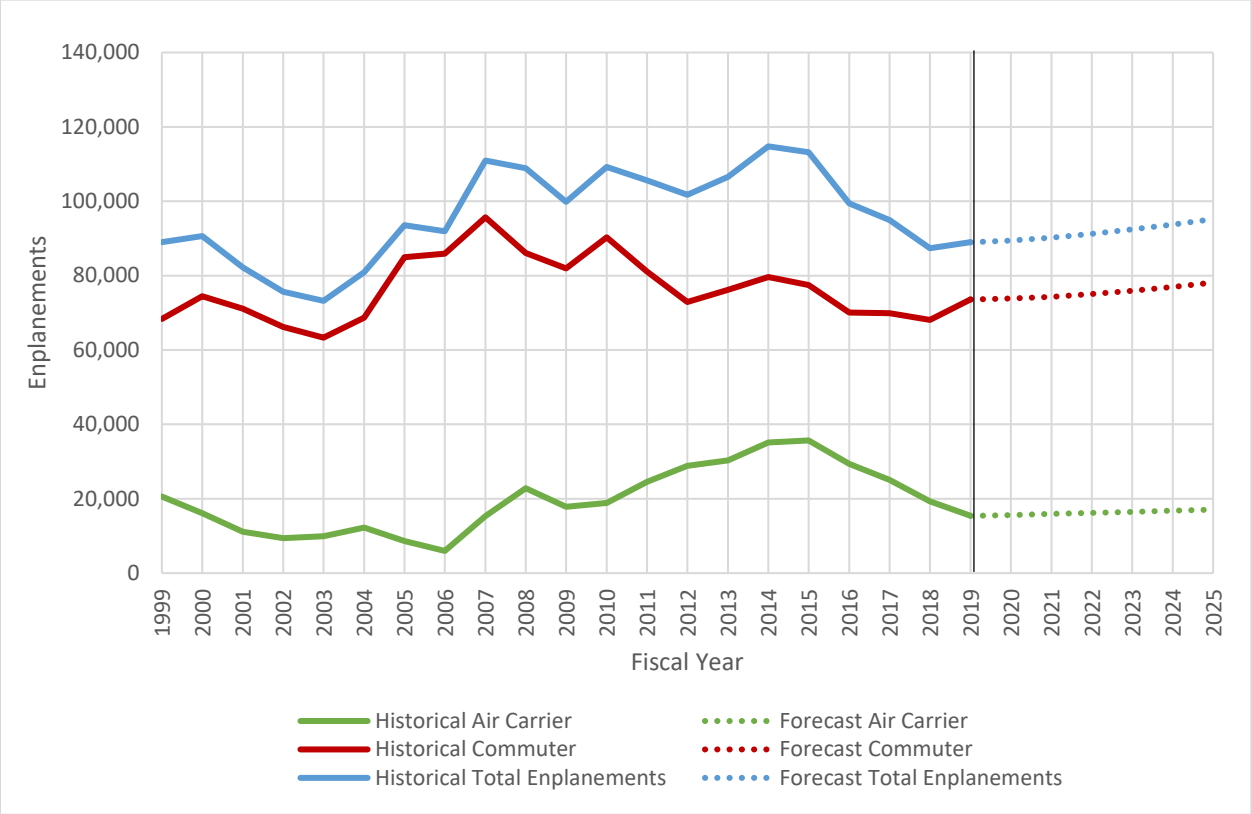
Table 2-3 shows the forecast of enplanements at LRD from FY 2020-2025. **Figure 2-2** shows the FAA TAF 2019 historical and projected enplanements by type from 1999-2025.

TABLE 2-3
FAA TAF 2019 FORECAST - ENPLANEMENTS (2020-2026)

Fiscal Year	Air Carrier	Commuter	Total Enplanements
2020	15,642	73,812	89,454
2021	15,907	74,324	90,231
2022	16,184	75,048	91,232
2023	16,474	75,946	92,420
2024	16,770	76,977	93,747
2025	17,073	78,125	95,198
AAGR			
2020-2025	1.8%	1.1%	1.3%

Source: FAA TAF, 2019; RS&H, 2020

FIGURE 2-2
FAA TAF 2019 ENPLANEMENTS (1999-2025)



Source: FAA TAF 2019; RS&H, 2020

2.6 OPERATIONS

The Airport's operations have been predominantly made up of GA and military aircraft over the past 20 years representing a combined average annually of 80%. During that time, the Airport peaked at 140,257 total annual operations in FY 2014 but has since decreased to 73,574 in FY 2019. The AAGR was -2.8% from FY 2009-2019.

Table 2-4 shows the Airport's historical operations by type and their growth rates from FY 1999-2019.

TABLE 2-4
HISTORICAL - OPERATIONS BY TYPE (1999-2019)

Fiscal Year	Air Carrier	Air Taxi & Commuter	GA	Military	Total Operations
1999	4,044	14,303	26,647	22,734	67,728
2004	3,517	11,043	39,201	19,318	73,079
2009	2,658	7,234	19,133	19,499	48,524
2014	4,766	9,358	60,051	66,082	140,257
2019	6,478	7,517	28,359	31,220	73,574
AAGR					
1999-2009	-2.4%	-5.7%	-2.0%	-0.4%	-2.8%
2009-2019	11.3%	2.1%	7.8%	9.8%	6.5%
1999-2019	4.4%	-1.8%	2.9%	4.7%	1.9%

Note: *Estimated
Source: FAA TAF 2019; RS&H, 2020

2.6.1 Air Carrier Operations

This forecast projects an AAGR of 4.4% for air carrier operations which is identical to the AAGR of air carrier operations from FY 1999-2019. The air carrier operations are predominantly made up from FDX, UPS, SkyWest Airlines (SKW), and AAY based on the FAA's definition of an air carrier versus commuter aircraft.[15]

With the passenger airlines anticipated to rebound from COVID-19 pandemic impacts over the next five years, the greatest growth is anticipated among the cargo aircraft fleet, specifically the Airbus 300-600 (A306) and the Boeing 757-200 (B752) used by FDX and UPS. Baseline 2019 data showed significant use of the Airbus 319 (A319) by AAY and Canadair Regional Jet 700 (CRJ7) by SKW. Therefore, it is anticipated, that each of these air carrier passenger aircraft would show slight increases from FY 2019-2025.

- Historical: FY 2009-2019: 11.3% AAGR
- Forecast: FY 2020-2025: 4.4% AAGR

[15] Source: FAA, 2012 retrieved online at: https://www.transportation.gov/policy/aviation-policy/how-become-commuter-air-carrier#:~:text=A%20commuter%20air%20carrier%20is,60%20or%20fewer%20seats%2C%20and

2.6.2 Air Taxi & Commuter Operations

Meanwhile, an anticipated decrease in the Air Taxi & Commuter operations forecast will offset the Air Carrier operations growth with a -4.6% AAGR from FY 2020-2025. These operations are primarily made up of some of the Airport's smaller cargo aircraft such as the Fairchild/Swearingen Metroliner (SW4) or the Embraer 120 (E120). It is anticipated that these aircraft models would retain their current predominant role during that time.

The air taxi and commuter passenger aircraft with the highest frequency at LRD include the Embraer145, and 45X (E145, E45X) by Envoy Air (ENY) and Express Jet Airlines (ASQ). As the commercial passenger market looks to rebound from the impacts of the COVID-19 pandemic, there is anticipated to be a slow increase after 2021 as portrayed in the FAA TAF. It is assumed that the current aircraft in the air taxi & commuter operations fleet would continue over the next five years. It remains to be seen whether there will be minimal up-gauging to the Embraer 170 (E170), which would put them into the air carrier category. This depends upon potential changes in airline strategy and the outcome of policies changes related COVID-19, which are not known at this time.

- Historical: FY 2009-2019: 2.1% AAGR
- Forecast: FY 2020-2025: -4.6% AAGR

2.6.3 General Aviation Operations

The FAA Aerospace Forecast for FY 2020-2040 projects a 0.6% AAGR from 2020-2030 for active general aviation and air taxi hours flown.[16] Comparatively, pistons (-1.1% AAGR) are the only aircraft type with a decreasing rate of growth during that time, while turboprops (1.1% AAGR) and jets (3.1% AAGR) both showed increasing trends.

The FAA Aerospace Forecast projects the U.S. fleet of active piston aircraft to decrease (-1.0% AAGR), while the number of turboprops (0.8% AAGR), and jets (2.6% AAGR) are projected to increase. Given these trends, and how they compare to LRD, it is assumed that the distribution of GA operations by aircraft will remain constant over the forecast horizon.

2.6.4 Military Operations

At a national level, the entire active military fleet is projected to decrease in number by -0.1% AAGR from 2020-2030, however, the military operations at LRD are projected to be slightly optimistic with a 0.2% AAGR from FY 2020-2025.

- Historical: FY 2009-2019: 7.8% AAGR
- Forecast: FY 2020-2025: 0.2% AAGR

2.6.5 Total Operations

The total operations forecast includes a summation of the different forecast categories for the forecast years 2020-2025. It anticipates there will be some changes to the passenger fleet mix as the commercial passenger

[16] FAA Aerospace Forecast FY 2020-2040 (Table 29)

industry transitions into a post-COVID-19 normal from 2020-2025. However, at this time there are not any confirmed or permanent changes that would cause an overhaul to the fleet of LRD.

- Historical: FY 2009-2019: 6.5% AAGR
- Forecast: FY 2020-2025: 0.1% AAGR

Table 2-5 shows the forecast of LRD's operations by type and their growth rates from FY 2020-2025. **Figure 2-3** shows both the historical and forecast of operations by type from 1999-2025.

TABLE 2-5
FORECAST - OPERATIONS BY TYPE (2020-2025)

Fiscal Year	Air Carrier	Air Taxi & Commuter	GA	Military	Total Operations
2020	7,140	6,536	28,711	31,220	73,607
2021	7,760	5,663	28,763	31,220	73,406
2022	8,228	5,106	28,815	31,220	73,369
2023	8,472	5,006	28,867	31,220	73,565
2024	8,648	5,052	28,920	31,220	73,840
2025	8,825	5,106	28,973	31,220	74,124
AAGR					
2020-2025	4.4%	-4.6%	0.2%	0.0%	0.1%

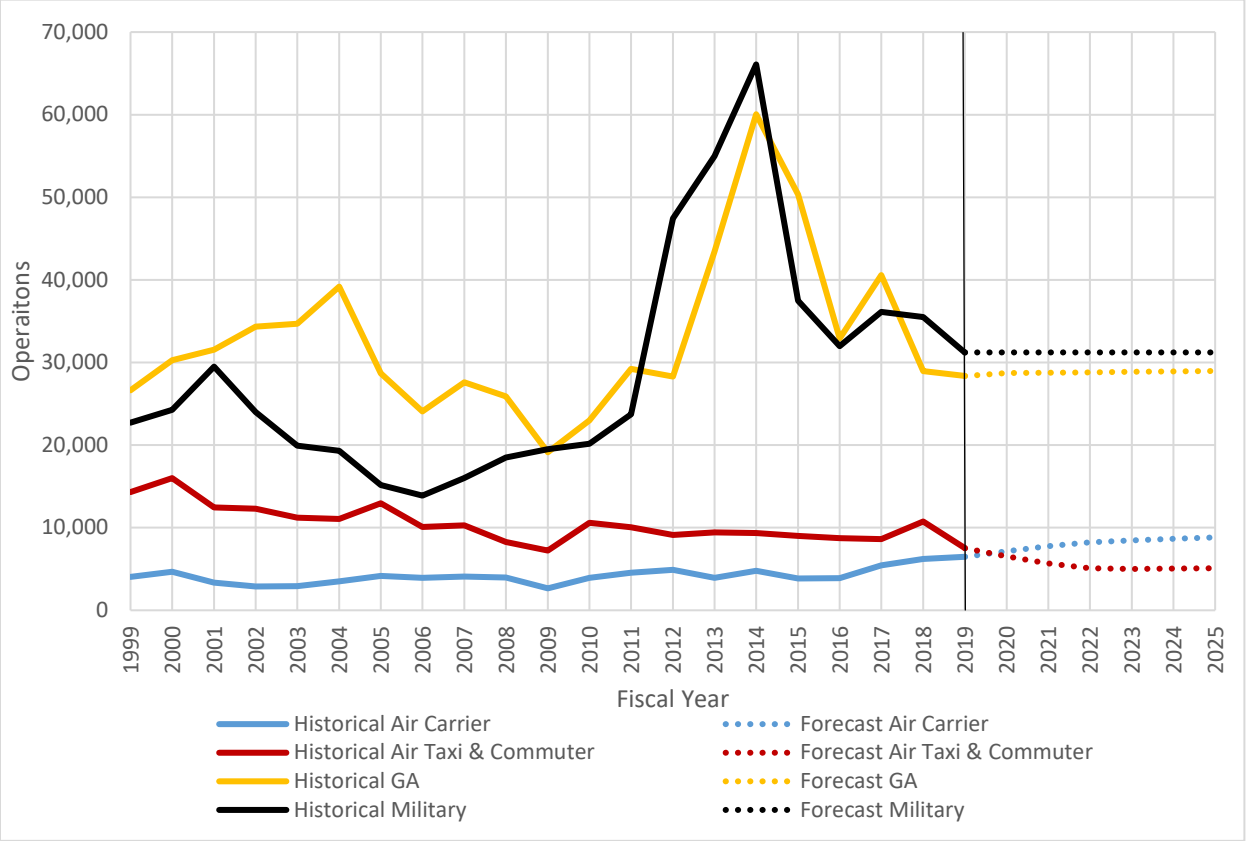
Source: FAA TAF 2019; RS&H, February 2020

2.7 BASED AIRCRAFT

The most recent FAA 5010-1 Form was published in December 2019. It showed an increase of 26 aircraft compared to the FAA TAF 2019 estimation for FY 2019. The inventory shows a diverse fleet mix primarily made up of single-engine aircraft and jets. The Airport's based aircraft count was adjusted from 65 to 91 with the updated based aircraft in the FAA 5010-1 Form. Using the FAA's AAGR of 0.0%, the same 91 based aircraft are projected for FY 2025.

Table 2-6 shows the based aircraft at LRD by type for December 2019. Shows historical based aircraft at LRD, and **Table 2-7** shows the FAA TAF 2019 forecast for FY 2025.

FIGURE 2-3
FAA TAF 2019 OPERATIONS (1990-2025)



Source: FAA TAF 2019; RS&H, February 2020

TABLE 2-6
BASED AIRCRAFT INVENTORY (2019)

Aircraft Type	Count
Single Engine	31
Multi-Engine	9
Jets	30
Helicopters	13
Gliders	0
Military	8
Ultra-Light	0
Total	91

Source: FAA 5010-1 Form, December 2019; RS&H, 2020

TABLE 2-7
BASED AIRCRAFT (FY 1999-2019)

Fiscal Year	Base Aircraft
1999	69
2004	64
2009	46
2014	46
2019[1]	65 (91)
2025[2]	91
AAGR	
1999-2009	-3.4%
2009-2019	4.1%
1999-2019	0.4%
2020-2025	0.0%

Notes: 1-Estimate. 2-The 91 total based aircraft were used in place of the 65 estimated on the FAA TAF 2019 with the confirmed total listed in the FAA 5010-1 Form, December 2019
Source: RS&H, 2020; FAA TAF, 2019

2.8 FORECAST REVIEW AND SUMMARY

Overall, the Airport is projected to have an increase of less than 7,000 enplanements and 550 total operations annually from FY 2019-2025.

Table 2-8 shows the baseline year FY 2019 versus the forecast FY 2025 and the AAGRs for each category. Because the FAA TAF 2019 enplanement and operational levels were adopted for the NEM forecast, there is no need to compare this forecast with the FAA TAF 2019.

TABLE 2-8
FORECAST SUMMARY FAA TAF 2019

	Baseline[1]	Forecast
Category	**FY 2019**	**FY 2025**
Enplanements	88,968	95,198
Air Carrier Operations	6,478	8,825
Air Taxi & Commuter Operations	7,517	5,106
GA Operations	28,359	28,973
Military Operations	31,220	31,220
Total Operations	73,574	74,124
GA Based Aircraft[2]	91	91
Average Annual Growth Rates (AAGR) FY 2020-2025		
Enplanements	1.3%	
Air Carrier Operations	4.4%	
Air Taxi & Commuter Operations	-4.6%	
GA Operations	0.2%	
Military Operations	0.0%	
Total Operations	0.1%	
GA Based Aircraft[2]	0.0%	

Notes: 1-Estimate. 2-The 91 total based aircraft were used in place of the 65 estimated on the FAA TAF 2019 with the confirmed total listed in the FAA 5010-1 Form, December 2019
Source: RS&H, 2020; FAA TAF, 2019

CHAPTER 3

NOISE FUNDAMENTALS

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3.1 INTRODUCTION

While a great deal is known about aircraft noise, the methods used to calculate noise exposure can be difficult to understand. Determining aircraft noise impacts involves logarithmic averages and the noise energy from single events. In 14 CFR Part 150, the FAA-required primary metric for assessing aircraft noise exposure is the Day-Night Average Sound Level (DNL). The DNL combines the noise energy from all aircraft noise events occurring in one day into a 24-hour average sound level and applies a penalty to nighttime events, between the hours of 10:00pm and 6:59am, when people are more negatively affected by unwanted sound. This section of the report will go into detail on what noise is, what metrics exist (including DNL) to measure noise exposure, and how certain metrics relate to one another.

3.2 CHARACTERISTICS OF SOUND

3.2.1 Amplitude and Frequency

Sound can be technically described in terms of its sound pressure (amplitude) and frequency (similar to pitch).

Amplitude is a direct measure of the magnitude, or loudness, of a sound without consideration for other factors that may influence its perception. The ranges of sound pressures that occur in the environment are so large that they are expressed on a logarithmic scale. The standard unit of measurement of sound is the decibel (dB). A sound pressure level in dB describes the pressure of a sound relative to a reference pressure. By using a logarithmic scale, the wide range in sound pressures is compressed to a more usable range of numbers.

For example, a sound level of 70 dB has 10 times as much acoustic energy as a level of 60 dB; while a sound level of 80 dB has 100 times as much acoustic energy as a level of 60 dB. In terms of human response to noise, the perception is very different. A sound 10 dB higher than another sound is usually judged to be twice as loud; 20 dB higher, four times as loud; and so forth.

The frequency of sound is expressed as Hertz (Hz) or cycles per second. The normal audible frequency range for young adults is 20 Hz to 20,000 Hz. The prominent frequency range for community noise, including aircraft and motor vehicles, is between 50 Hz and 5,000 Hz. The human ear is not equally sensitive to all frequencies, with some frequencies judged to be louder for a given signal than others. As a result, research studies have analyzed how individuals make relative judgments as to the “loudness” or “annoyance” to a sound. The most prominent of these scales include Loudness Level, Frequency-Weighted Contours (such as the A-weighted scale), and Perceived Noise Level. Noise metrics used in aircraft noise assessments are based upon these frequency weighting scales, which are discussed in the following paragraphs.

3.2.2 Loudness Level

This scale has been devised to approximate the human subjective assessment to the “loudness” of a sound. Loudness is the subjective judgment of an individual as to how loud or quiet a particular sound is perceived. This sensitivity difference varies for different sound pressure levels.

3.2.3 Frequency-Weighted Contours (dBA, dBB and dBC)

In order to simplify the measurement and computation of sound loudness levels, frequency-weighted networks have obtained wide acceptance. The equal loudness level contours for 40 dB, 70 dB, and 100 dB have been selected to represent human frequency response to low, medium, and loud sound levels. By inverting these equal loudness level contours, the A-weighted, B-weighted, and C-weighted frequency weightings were developed. **Figure 3-1** presents these frequency-weighted contours.

The most common weighting is the A-weighted noise curve. The A-weighted decibel scale (dBA) performs this compensation by discriminating against frequencies in a manner approximating the sensitivity of the human ear. In the A-weighted decibel, everyday sounds normally range from 30 dBA (very quiet) to 100 dBA (very loud). Most community noise analyses are based upon the A-weighted decibel scale. **Figure 3-2** presents examples of various sound environments expressed in dBA.

Some interest has developed by communities close to some airports in utilizing a noise curve other than A-weighting for lower frequency noise sources. For example, the C-weighted curve is used for the analysis of the noise impacts from artillery noise. For evaluation of aircraft noise, A-weighting is used because the majority of noise associated with aircraft operations is better suited to the A-weighting; no mitigation methods have been proven to be effective for C-weighted noise (i.e., sound insulation), which is the minority portion of the noise associated with aircraft operations.

3.1.5 Propagation of Noise

Outdoor sound levels decrease as a function of distance from the source, and as a result of wave divergence, atmospheric absorption, and ground attenuation. If sound is radiated from a source in a homogenous and undisturbed manner, the sound travels as spherical waves. As the sound wave travels away from the source, the sound energy is distributed over a greater area, dispersing the sound power of the wave. Spherical spreading of the sound wave reduces the noise level, for most sound sources, at a rate of 6 dB per doubling of the distance.

Atmospheric absorption also influences the levels that are received by the observer. The greater the distance traveled, the greater the influence of the atmosphere and the resultant fluctuations. Atmospheric absorption becomes important at distances of greater than 1,000 feet. The degree of absorption is a function of the sound frequency, of the sound as well as the humidity and temperature of the air. For example, atmospheric absorption is lowest at high humidity and higher temperatures. Turbulence and gradients of wind, temperature, and humidity also play a significant role in determining the degree of attenuation. Certain conditions, such as inversions, can also result in higher noise levels that would result from spherical spreading as a result of channeling or focusing the sound waves.

Absorption effects in the atmosphere vary with frequency. The higher frequencies are more readily absorbed than the lower frequencies. Over large distances, the lower frequencies become the dominant sound as the higher frequencies are attenuated.

FIGURE 3-1
FREQUENCY WEIGHTED CURVES

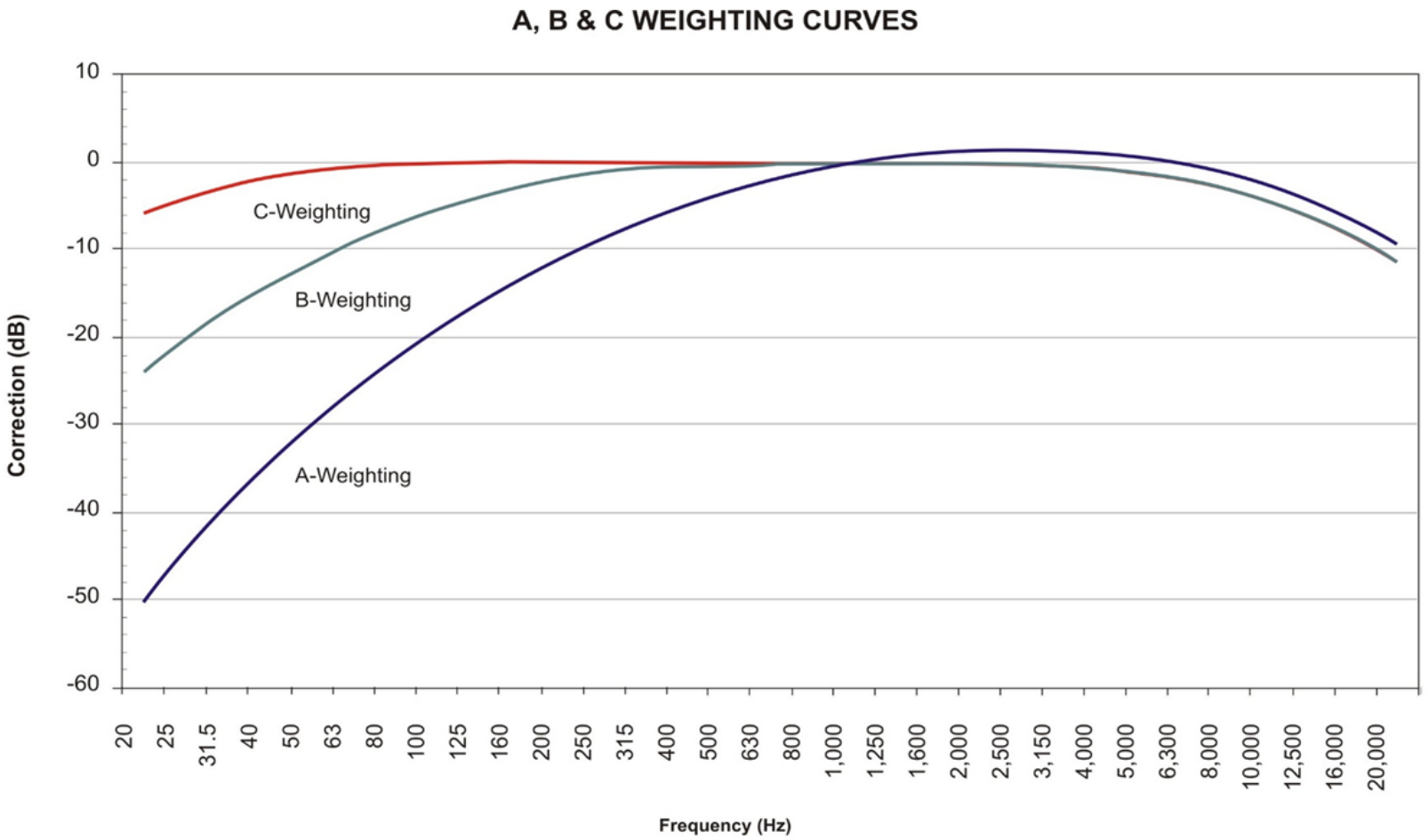
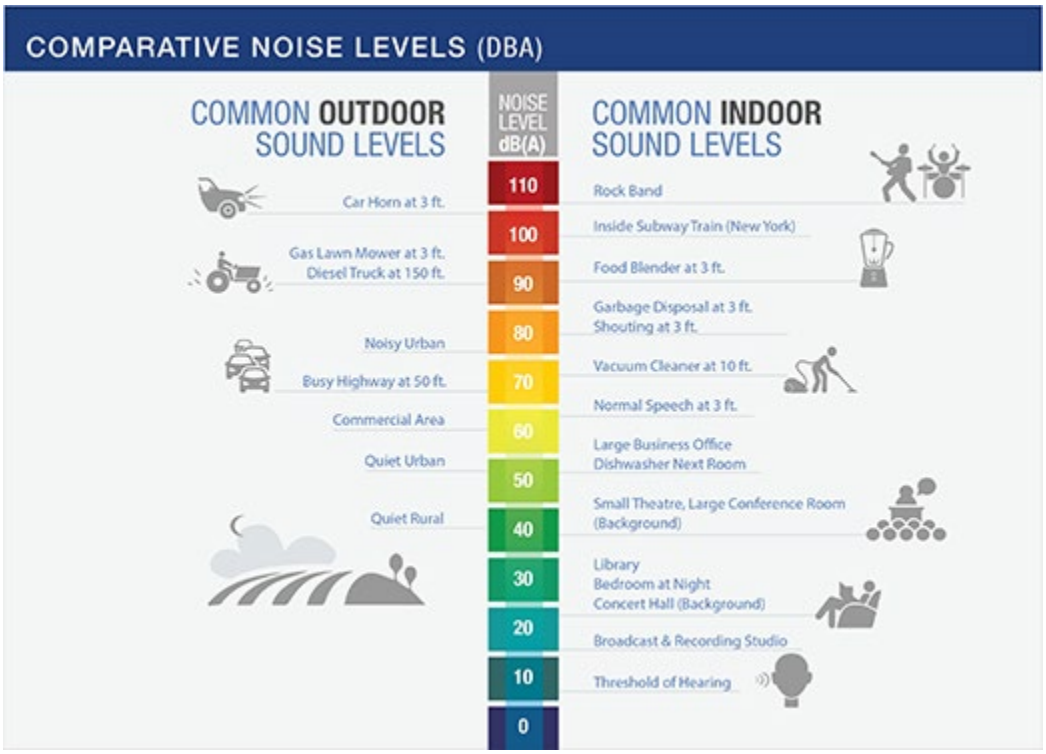


FIGURE 3-2
EXAMPLES OF VARIOUS SOUND ENVIRONMENTS



Source: Federal Aviation Administration, 2020

The effects of ground attenuation on noise propagation are a function of the height of the source and/or receiver and the characteristics of the terrain. The closer the source of the noise is to the ground, the greater the ground absorption. Terrain consisting of soft surfaces, such as vegetation, provide for more ground absorption than hard surfaces such as a body of water. Ground attenuation is important for the study of noise from airfield operations (such as thrust reversals) and in the design of noise berms and engine run-up facilities.

These factors are an important consideration for assessing in-flight and ground noise in the region. Atmospheric conditions will play a role in affecting the sound levels on a daily basis and how the population perceives these sounds are perceived by the population.

3.1.6 Duration of Sound

Research has shown that the annoyance from a noise event increases as the duration of the event increases. The "effective duration" of a sound is the time between when a sound rises above the background sound level until it drops back below the background level. Psychoacoustic studies have determined a relationship between duration and annoyance. These studies determined the amount a sound must be reduced to be judged equally annoying for increased duration (longer durations at low sound levels are equally annoying as shorter durations at higher levels). Duration is an important factor in describing sound in a community setting.

The relationship between duration and noise level is the basis of the equivalent energy principal of sound exposure. Reducing the acoustic energy of a sound by one half results in a 3 dB reduction. Doubling the duration of the sound increases the total energy of the event by 3 dB. This equivalent energy principal is based upon the premise that the potential for a noise event to impact a person is dependent on the total acoustical energy content of the noise.

3.1.7 Change in Noise

The concept of change in ambient sound levels can be understood with an explanation of the hearing mechanism's reaction to sound. Under controlled laboratory conditions, listening to a steady unwavering pure tone sound that can be changed to slightly different sound levels, a person can just barely detect a sound-level change of approximately 1 dB for sounds in the mid-frequency range. When ordinary noises are heard, a young healthy ear can detect changes of 2 to 3 dB. A 5 dB change is readily noticeable, while a 10 dB change is judged by most people as a doubling or halving of the loudness of sound.

3.1.8 Masking Effort

Another characteristic of sound is its ability to interfere with the ability of the listener to hear another sound. This interference is defined as the masking effect. The presence of one sound effectively raises the threshold of audibility for the hearing of a second sound. For a signal to be heard, it must exceed the threshold of hearing for that particular individual and exceed the masking threshold for the background noise.

The masking characteristics of sound depend upon many factors, including the spectral (frequency) characteristics of the two sounds, the sound pressure levels, and the relative start time of the sounds. The masking effect is greatest when the masking frequency is closest to the frequency of the signal. Low frequency sounds can mask higher frequency sounds; however, the reverse is not true.

3.2 SOUND RATING SCALES

The description, analysis, and reporting of community sound levels is made difficult by the complexity of human response to sound and the myriad of sound-rating scales and metrics that have been developed for describing acoustic effects. Various rating scales have been devised to approximate the human subjective assessment to the "loudness" or "noisiness" of a sound. Noise metrics have been developed to account for additional parameters, such as duration and cumulative effect of multiple events.

Noise metrics can be categorized as single-event metrics and cumulative metrics. Single-event metrics describe the noise from individual events, such as an aircraft flyover. Cumulative metrics describe the noise in terms of the total noise exposure throughout the day.

3.2.1 Single Event Metrics

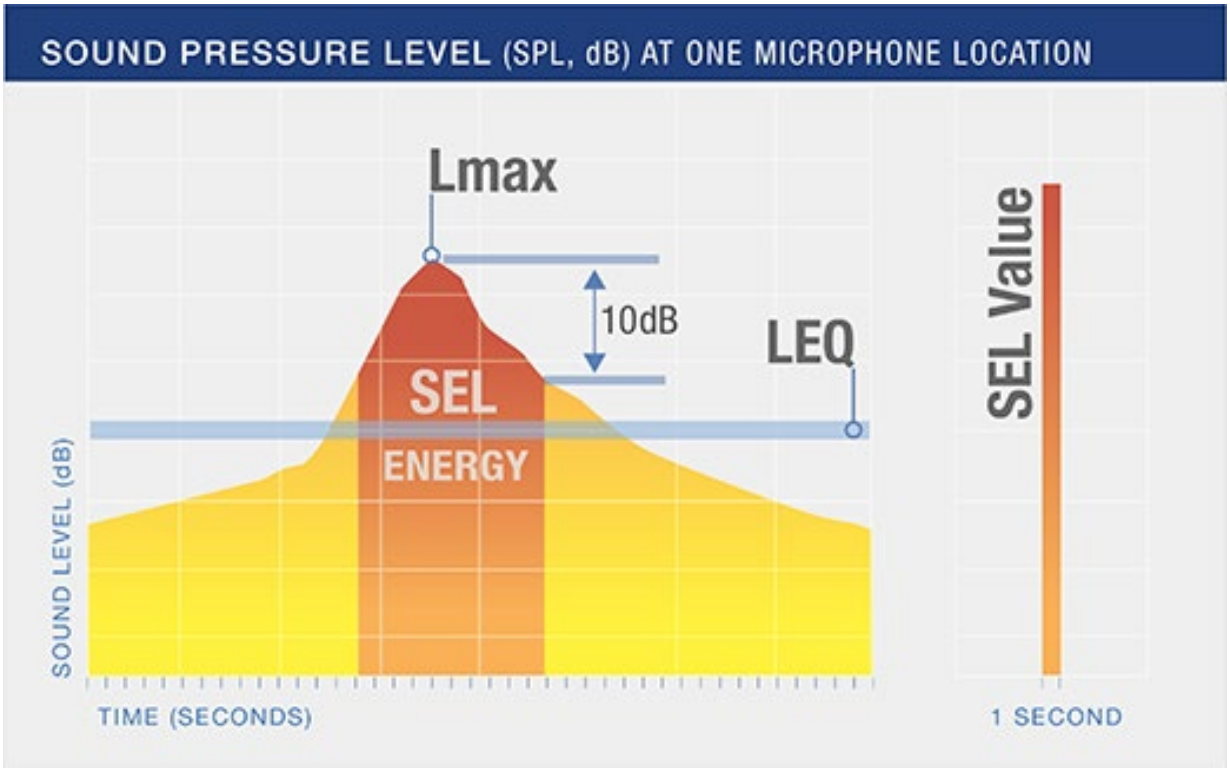
- *Frequency-Weighted Metrics (dBA)* – In order to simplify the measurement and computation of sound loudness levels, frequency-weighted networks have obtained wide acceptance. The A-weighting (dBA) scale has become the most prominent of these scales and is widely used in

community noise analysis. Its advantages are that it has shown good correlation with community response and is easily measured.

» *Maximum Noise Level* – The highest noise level reached during a noise event is called the "Maximum Noise Level," or Lmax. For example, as an aircraft approaches, the sound of the aircraft begins to rise above ambient noise levels. The closer the aircraft gets, the louder the sound until the aircraft is at its closest point. As the aircraft passes, the noise level decreases until the sound settles to ambient levels. It is this metric to which people generally respond to when an aircraft flyover occurs.

» *Sound Exposure Level (SEL)* – This metric takes into account the maximum noise level of the event and the duration of the event. For aircraft flyovers, the SEL value is typically about 10 dBA higher than the maximum noise level (see **Figure 3-3**). Single event metrics are a convenient method for describing noise from individual aircraft events. This metric is useful in that airport noise models contain aircraft noise curve data based upon the SEL metric. In addition, cumulative noise metrics such as Equivalent Noise Levels (Leq) and DNL can be computed from SEL data.

FIGURE 3-3
SEL ILLUSTRATION



Source: Federal Aviation Administration, 2020.

3.2.3 Cumulative Metrics

Cumulative noise metrics have been developed to assess community response to noise. They are useful because these scales attempt to include the loudness of the noise, the duration of the noise, the total number of noise events, and the time of day these events occur into one single number rating scale.

- *Equivalent Noise Level (Leq)* – Leq is the sound level corresponding to a steady-state, A-weighted sound level containing the same total energy as a time-varying signal over a given sample period. Leq is the "energy" average noise level during the time period of the sample. It is based on the observation that the potential for a noise to impact people is dependent on the total acoustical energy content of the noise. It is the energy sum of all the sound that occurs during that time period. This is graphically illustrated in the middle graph of **Figure 3-3**. Leq can be measured for any time period, but is typically measured for 15 minutes, 1 hour, or 24 hours.

- *Day-Night Average Sound Level (DNL)* – The DNL index is a 24-hour, time-weighted energy average noise level based on the A-weighted decibel. It is a measure of the overall noise experienced during an entire day. The time-weighting refers to the fact that noise occurring during certain sensitive time periods is penalized for occurring at these times. In the DNL scale, noise occurring between the hours of 10:00 p.m. to 6:59 a.m. is penalized by 10 dB. This penalty was selected to attempt to account for the higher sensitivity to noise in the nighttime and the expected further decrease in background noise levels that typically occur in the nighttime. The FAA specifies DNL for airport noise assessment, and the EPA specifies DNL for community noise and for airport noise assessments. DNL is graphically illustrated in the bottom of **Figure 3-34**.

FIGURE 3-4
DNL ILLUSTRATION

Source: Federal Aviation Administration, 2020.

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CHAPTER 4

NOISE MODELING

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4.1 AVIATION ENVIRONMENTAL DESIGN TOOL

The standard methodology for analyzing the noise conditions at airports involves the use of an aircraft noise model. The FAA has approved the Aviation Environmental Design Tool (AEDT) for use in FAR Part 150 Noise and Land Use Compatibility Studies. AEDT was developed by the Transportation Systems Center of the United States Department of Transportation (USDOT) and is undergoing continuous refinement. AEDT Version 3.d was the most current version of the model at the time the NEMs were prepared and was used for the noise analysis described in this report.

4.2 METHODOLOGY

AEDT works by defining a network of grid points at ground level around an airport. AEDT then selects the shortest distance from each grid point to each flight track and computes the noise exposure generated by each aircraft operation, by aircraft type and engine thrust level along each flight track. Corrections are applied for atmospheric acoustical attenuation, acoustical shielding of the aircraft engines by the aircraft itself, and aircraft speed variations. The noise exposure levels for each aircraft are then summed at each grid location. The cumulative noise exposure levels at all grid points are then used to develop noise exposure contours for selected values (e.g., 65, 70 and 75 DNL). Using the results of the grid point analysis, noise contours of equal noise exposure can then be plotted.

4.3 AEDT INPUT DATA

In order to develop DNL noise contours, AEDT uses a series of input factors. Some of these factors are included in AEDT's database (such as engine noise levels, thrust settings, aircraft profiles, and aircraft speeds) and others are airport-specific and need to be determined for each condition analyzed. These airport-specific data include the airport elevation, average annual temperature, runway layout, the tracks which aircraft fly, and the assignment of specific aircraft with specific engine types at specific takeoff weights to individual flight tracks. Other AEDT input factors specific to LRD include:

- Runway orientation and use
- Existing aircraft operations and fleet mix
- Future aircraft operations and fleet mix
- Time of day/night operations

The factors listed above were developed for all activity at LRD including itinerant aircraft, training aircraft, helicopters, and military aircraft. The specific operational input data for LRD is included in the next chapter of this report.

4.4 NOISE POWER DISTANCE CURVE DATA

In addition to the mathematical procedures defined in the model, AEDT has another very important element. This is a database containing tables correlating noise level, thrust settings, and distance for most of the civilian aircraft, and many common military aircraft, operating in the United States. This database, often referred to as the noise power distance curve data, has been developed under FAA guidance based on thousands of actual noise measurements in controlled settings for each aircraft type.

The database also includes performance data for each aircraft type. This data allows the model to compute airport-specific flight profiles (rates of climb and descent) for each aircraft type, providing an accurate representation of actual procedures.

It should be noted that guidelines under FAR Part 150 require that the annual-average DNL contours be computed. Consequently, the data presented in this document will reflect annual-average conditions.

4.5 NOISE CONTOUR MAPPING

The DNL is indicated by a series of contour lines superimposed on a map of the airport and off-airport environs. These levels are calculated for designated grid points on the ground from the weighted summation of the effects of all aircraft operations occurring on the average 24-hour day. Some operations are far enough away from a grid point location that their effect is minimal, while other operations may dominate noise exposure at that location.

The summation of noise levels was discussed in Chapter 3. The accumulation of noise energy throughout a 24-hour day from passing aircraft in the DNL computation is similar to a series of passing rain squall lines. The similarity is that at the end of a 24-hour period, a rain gauge would indicate the total rainfall received during that day, even though the rain only fell during brief periods. DNL contours were used to:

- highlight an existing or potential incompatible land uses in proximity to the Airport;
- assess relative exposure levels of various operational conditions and noise abatement considerations;
- assist in the preparation of airport environs land use plans; and
- provide guidance in the development of land use control measures in high noise areas.

CHAPTER 5

OPERATIONAL DATA

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5.1 OPERATIONAL DATA AND FLEET MIX

5.1.1 Existing Operational Data and Fleet Mix

The existing (2019) operational activity was presented in Chapter 2. The activity is reported in the following categories: air carrier, air taxi, itinerant general aviation, itinerant military, local general aviation, and local military. This data was then proportioned to obtain the number of daily operations by category for the annual-average day. A summary of these operations is listed in **Table 5-1** .

TABLE 5-1
2019 OPERATIONS

	Air Carrier	Air Taxi	Itinerant GA	Local GA	itinerant Military	Local Military	Total Operations
Annual Totals	6,478	7,517	18,056	10,303	5,277	25,943	73,574
Average 24-hr. day	18	21	49	28	14	71	202

Source: FAA TAF 2019

In 2019 there were 73,574 total operations, or an average of 202 operations per day. As indicated in **Table 5-1**, the greatest level of aircraft activity at the Airport during 2019 was the local military, which was 35.3 percent of the Airport's overall activity. Additionally, the itinerant general aviation was 24.5 percent; local general aviation was 14.0 percent, air taxi traffic was 10.2 percent; air carrier was 8.8 percent; and itinerant military was 7.2 percent. **Table 5-2** provides a breakdown of these operations and the AEDT equivalent aircraft.

TABLE 5-2
2019 AIRCRAFT OPERATIONS AND FLEET MIX

Aircraft Type(s)	AEDT ANP ID	2019 Annual Operations	Average Annual Day		
			Day	Night	Total
Douglas DC-9 Series	DC93LW	2,466	4.73	2.03	6.76
Boeing 757-200	757PW	2,025	3.41	2.14	5.55
Boeing 727 Series	727EM2	1,621	3.13	1.31	4.44
Boeing (Douglas) MD 83/87	MD83	1,359	2.38	1.34	3.72
Airbus A300-600	A300-622R	1,016	1.64	1.14	2.78
Boeing 767-300	767300	536	1.31	0.16	1.47
Airbus A319-100	A319-131	493	1.26	0.09	1.35
Airbus A310-300	A310-304	359	0.51	0.48	0.98
Boeing (Douglas) MD 82	MD82	328	0.55	0.35	0.90
Boeing 737-400	737400	167	0.39	0.07	0.46
Boeing 767-200	767CF6	113	0.19	0.12	0.31
Boeing 737-300	737300	96	0.26	0.00	0.26
Embraer ERJ 135/145	EMB145	3,902	9.30	1.39	10.69
Bombardier CRJ-700/900	CRJ9-ER	2,693	4.02	3.36	7.38
Learjet 31/35/40/45/55/60/75	LEAR35	4,514	9.46	2.91	12.37

Cessna Citation CJ1/CJ2/CJ3	CNA500	3,589	9.00	0.84	9.83
Citation Mustang, Phenom 100/300	CNA510	1,328	3.23	0.40	3.63
Challenger 300/600	CL600	857	1.84	0.50	2.35
Citation II/Bravo, Beechjet 400	CNA55B	575	1.45	0.13	1.58
Cessna Citation X, Falcon 2000	CNA750	474	1.25	0.05	1.30
Cessna Citation Sovereign/Latitude	CNA680	440	1.12	0.09	1.21
Cessna Citation CJ4/M2	CNA525C	401	1.00	0.10	1.10
Cessna 560 Citation XLS	CNA560XL	373	1.00	0.02	1.02
IAI Astra/Galaxy, Gulfstream 150	IA1125	308	0.78	0.06	0.84
Cessna Citation Ultra	CNA560E	236	0.61	0.04	0.65
Gulfstream GIV/G400	GIV	181	0.43	0.07	0.50
Raytheon Premier 1, Mitsubishi Diamond	MU3001	145	0.38	0.02	0.40
Gulfstream G280	CL601	131	0.36	0.00	0.36
Dassault Falcon 50/900	FAL900EX	121	0.33	0.00	0.33
Cessna Citation III	CIT3	100	0.23	0.05	0.27
Gulfstream GV/G500/G550	GV	99	0.24	0.03	0.27
Eclipse 500	ECLIPSE500	79	0.20	0.02	0.22
Bombardier Global 5000	BD-700-1A11	32	0.02	0.07	0.09
Swearingen Merlin/Metroliner, King Air	DHC6	4,947	10.10	3.46	13.55
Pilatus PC-12, Cessna 208, Socata TBM9	CNA208	2,026	4.83	0.72	5.55
Embraer EMB 120	EMB120	1,091	1.97	1.02	2.99
Shorts 330/360	SD330	221	0.44	0.17	0.61
Cessna 441/425	CNA441	138	0.37	0.01	0.38
De Havilland Dash 8, Convair CV- 240	DHC8	77	0.21	0.00	0.21
Convair CV-580	CVR580	72	0.13	0.07	0.20
Piper 46 Malibu, Lancair 4, Bonanza 36	GASEPV	732	1.99	0.02	2.01
Cirrus SR20/22	COMSEP	628	1.68	0.04	1.72
Baron 58, Cessna 402/414/421	BEC58P	618	1.60	0.09	1.69
Cessna 206	CNA206	191	0.51	0.02	0.52
Cessna 170/172/177	CNA172	143	0.39	0.00	0.39
Piper Cherokee, Cessna 150	GASEPF	106	0.29	0.00	0.29
Cessna 182	CNA182	61	0.16	0.01	0.17
Eurocopter EC-130	EC130	146	0.30	0.10	0.40
BeechJet 400/ T-1 (Military)	ECLIPSE500	24,646	67.52	0.00	67.52
UH-72 Lakota (Military)	B429	2,276	4.68	1.56	6.24
UH-60 Blackhawk (Military)	S70	1,501	3.08	1.03	4.11
Eurocopter AS-350 (Military)	SA355F	1,501	3.08	1.03	4.11
Beechcraft King Air (Military)	DHC6	517	1.42	0.00	1.42
De Havilland Dash 8 (Military)	DHC8	539	1.48	0.00	1.48
Cessna 208 (Military)	CNA208	120	0.33	0.00	0.33
T-38 (Military)	T-38	80	0.22	0.00	0.22
Gulfstream IV C-20F (Military)	GIV	40	0.11	0.00	0.11
Total		**73,574**	**172.87**	**28.70**	**201.57**

Note : Numbers may not sum due to rounding.
Source: RS&H, 2021

5.1.2 Future Operational Activity and Fleet Mix

Projections for future aircraft operations in 2026, shown in **Table 5-3**, were presented previously in Chapter 2. Because of the negative impacts related to the Pandemic in 2020, the future conditions are the year 2026. Further discussion on the verification of the forecast projections is presented in the Forecast Verification Memorandum (see **Appendix A**).

TABLE 5-3
2026 OPERATIONS

	Air Carrier	Air Taxi	Itinerant GA	Local GA	Itinerant Military	Local Military	Total Operations
Annual Totals	8,825	5,106	17,932	11,041	5,277	25,943	74,124
Average 24-hr. day	24	14	49	30	14	71	203

Source: FAA TAF 2019

As shown in **Table 5-3**, total operations at the Airport for 2026 are projected to increase by 550 over the 2019 total reaching 74,124, or 203 per average annual day. A breakdown of the Airport's future operations aircraft type 2026 is presented in **Table 5-4.**

TABLE 5-4
2026 AIRCRAFT OPERATIONS AND FLEET MIX

Aircraft Type(s)	AEDT ANP ID	2026 Annual Operations	Average Annual Day		
			Day	Night	Total
Douglas DC-9 Series	DC93LW	2,236	4.29	1.84	6.13
Boeing 757-200	757PW	2,759	4.65	2.91	7.56
Boeing 727 Series	727EM2	1,610	3.11	1.30	4.41
Boeing (Douglas) MD 83/87	MD83	1,170	2.05	1.15	3.21
Airbus A300-600	A300-622R	1,384	2.24	1.55	3.79
Boeing 767-300	767300	407	0.99	0.12	1.12
Airbus A319-100	A319-131	672	1.72	0.12	1.84
Airbus A310-300	A310-304	488	0.69	0.65	1.34
Boeing (Douglas) MD 82	MD82	279	0.47	0.30	0.76
Boeing 737-400	737400	172	0.40	0.07	0.47
Boeing 767-200	767CF6	117	0.19	0.13	0.32
Boeing 737-300	737300	98	0.27	0.00	0.27
Embraer ERJ 135/145	EMB145	2,657	6.33	0.95	7.28
Bombardier CRJ-700/900	CRJ9-ER	3,567	5.33	4.45	9.77
Learjet 31/35/40/45/55/60/75	LEAR35	4,589	9.62	2.95	12.57
Cessna Citation CJ1/CJ2/CJ3	CNA500	3,664	9.19	0.85	10.04
Citation Mustang, Phenom 100/300	CNA510	1,347	3.28	0.41	3.69
Challenger 300/600	CL600	789	1.70	0.46	2.16
Citation II/Bravo, Beechjet 400	CNA55B	587	1.48	0.13	1.61

Cessna Citation X, Falcon 2000	CNA750	483	1.27	0.05	1.32
Cessna Citation Sovereign/Latitude	CNA680	449	1.14	0.09	1.23
Cessna Citation CJ4/M2	CNA525C	410	1.02	0.10	1.12
Cessna 560 Citation XLS	CNA560XL	375	1.01	0.02	1.03
IAI Astra/Galaxy, Gulfstream 150	IA1125	315	0.80	0.06	0.86
Cessna Citation Ultra	CNA560E	241	0.62	0.04	0.66
Gulfstream GIV/G400	GIV	185	0.43	0.08	0.51
Raytheon Premier 1, Mitsubishi Diamond	MU3001	148	0.39	0.02	0.41
Gulfstream G280	CL601	133	0.36	0.00	0.36
Dassault Falcon 50/900	FAL900EX	123	0.33	0.01	0.34
Cessna Citation III	CIT3	102	0.23	0.05	0.28
Gulfstream GV/G500/G550	GV	99	0.24	0.03	0.27
Eclipse 500	ECLIPSE500	80	0.20	0.02	0.22
Bombardier Global 5000	BD-700-1A11	33	0.02	0.07	0.09
Swearingen Merlin/Metroliner, King Air	DHC6	4,760	9.72	3.33	13.04
Pilatus PC-12, Cessna 208, Socata TBM9	CNA208	2,069	4.93	0.74	5.67
Embraer EMB 120	EMB120	1,115	2.02	1.04	3.05
Shorts 330/360	SD330	226	0.45	0.17	0.62
Cessna 441/425	CNA441	141	0.38	0.01	0.39
De Havilland Dash 8, Convair CV- 240	DHC8	78	0.21	0.01	0.21
Convair CV-580	CVR580	60	0.11	0.06	0.16
Piper 46 Malibu, Lancair 4, Bonanza 36	GASEPV	750	2.03	0.02	2.05
Cirrus SR20/22	COMSEP	642	1.71	0.04	1.76
Baron 58, Cessna 402/414/421	BEC58P	632	1.64	0.10	1.73
Cessna 206	CNA206	195	0.52	0.02	0.53
Cessna 170/172/177	CNA172	146	0.40	0.00	0.40
Piper Cherokee, Cessna 150	GASEPF	108	0.29	0.00	0.30
Cessna 182	CNA182	62	0.17	0.00	0.17
Eurocopter EC-130	EC130	152	0.31	0.10	0.42
BeechJet 400/ T-1 (Military)	ECLIPSE500	24,646	67.52	0	67.52
UH-72 Lakota (Military)	B429	2,276	4.68	1.56	6.24
UH-60 Blackhawk (Military)	S70	1,501	3.08	1.03	4.11
Eurocopter AS-350 (Military)	SA355F	1,501	3.08	1.03	4.11
Beechcraft King Air (Military)	DHC6	517	1.42	0	1.42
De Havilland Dash 8 (Military)	DHC8	539	1.48	0	1.48
Cessna 208 (Military)	CNA208	120	0.33	0	0.33
T-38 (Military)	T-38	80	0.22	0	0.22
Gulfstream IV C-20F (Military)	GIV	40	0.11	0	0.11
Total		**74,124**	**172.86**	**30.22**	**203.08**

Note : Numbers may not sum due to rounding.
Source: RS&H, 2021

5.2 OPERATIONAL ACTIVITY DETAILS

5.2.1 Runway Utilization

Runway use refers to the frequency with which aircraft utilize each runway end for departures and arrivals. The more often a runway is used, the more noise is generated in areas located off each end of that runway. Runway utilization at LRD depends primarily on wind conditions and secondarily on aircraft destination or arrival location into the local airspace. The runway utilization rates are forecast to remain constant for the 2019 and 2026 study years. A summary of the runway usage at LRD, is shown in Error! Not a valid bookmark self-reference..

TABLE 5-5
2019 AND 2026 MODELED RUNWAY USE

		Runway End						
Type	**Category**	**18L**	**18R**	**36L**	**36R**	**14**	**32**	**Sum**
Arrivals	Commercial	38%	38%	12%	12%	-	-	100%
	General Aviation	20%	20%	11%	11%	37%	1%	100%
	Military	35%	35%	12%	11%	6%	1%	100%
Departures	Commercial	38%	38%	12%	12%			100%
	General Aviation	20%	20%	12%	12%	36%	-	100%
	Military	35.5%	35.5%	12%	12%	5%	-	100%
Touch and Go		40%	40%	10%	10%	-	-	100.0%

Note : Numbers may not add due to rounding.
Source: RS&H and Laredo International Airport, 2021

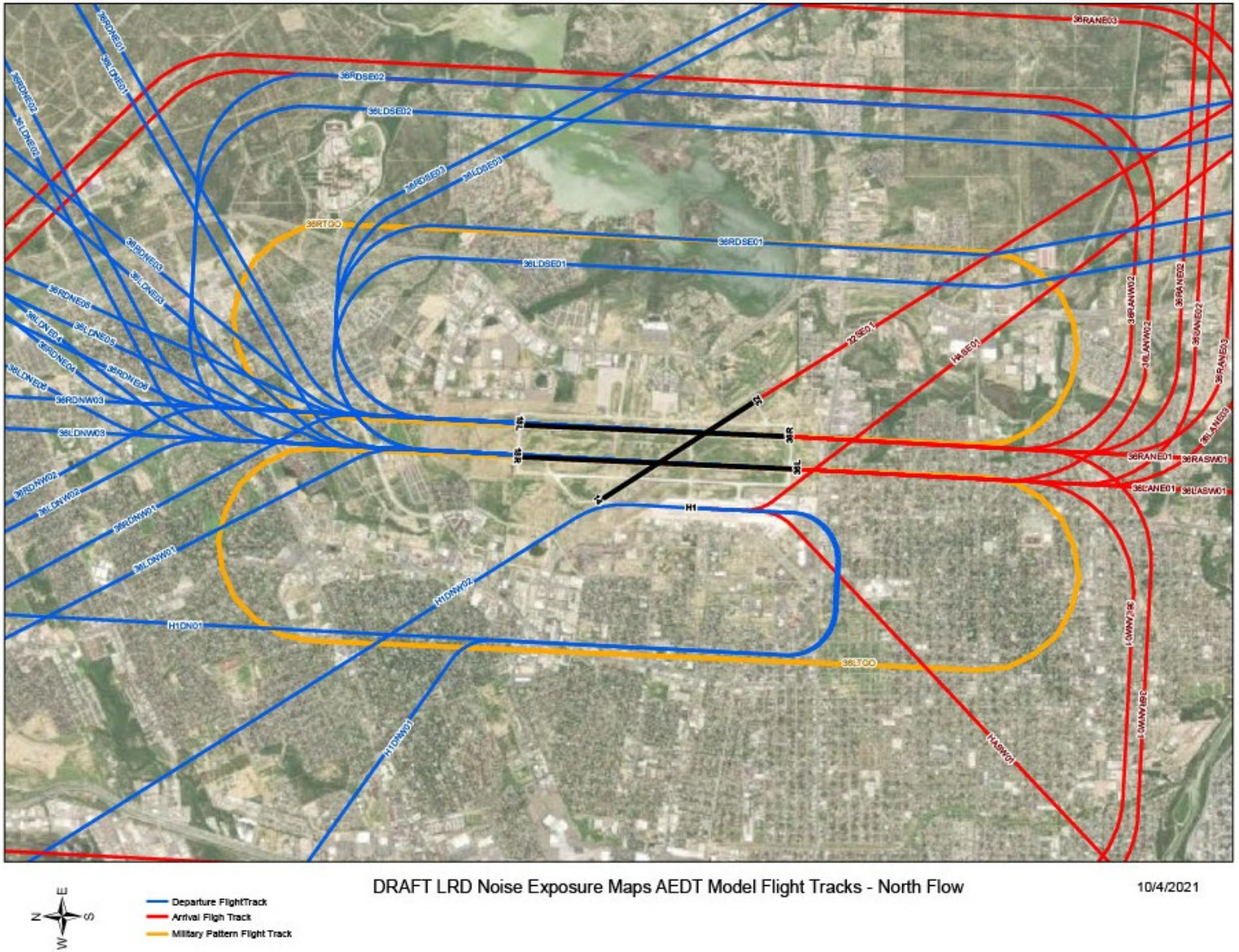
5.2.2 Flight Tracks

The location of flight tracks (flight corridor centerlines) is an important factor in determining the geographic distribution of noise contours on the ground. The locations of the current arrival and departure tracks into and out of LRD were developed using the noise model tracks provided from the 2013 LRD NEM Update and reviewed by Airport personnel. Primary arrival, departure, and local touch-and-go pattern flight tracks are presented in **Figure 5-1** and **5-2.**

5.2.3 Time of Day Operations

The separation of aircraft operations into daytime and nighttime periods is critical due to the calculation of DNL including a penalty for operations during the nighttime hours (10:00 p.m. to 6:59 a.m.) by a factor of ten. The number of aircraft operations at night was determined through the analysis completed for the forecast presented in Chapter 2. The daytime and nighttime operations, for existing and future conditions, by aircraft type can be found in **Table 5-2** and **Table** 5-4.

FIGURE 5-1
EXISTING FLIGHT TRACKS – NORTH FLOW

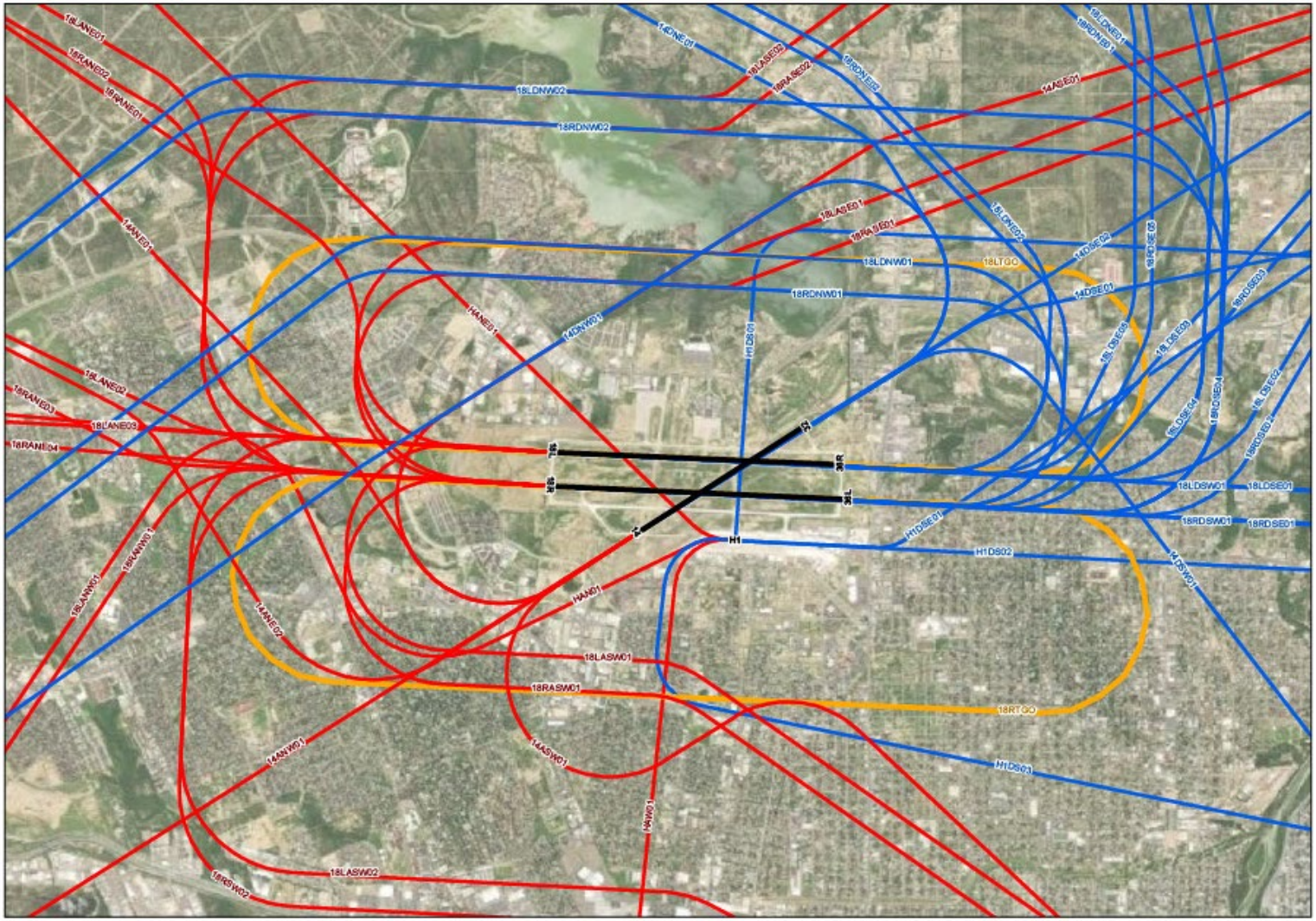


DRAFT LRD Noise Exposure Maps AEDT Model Flight Tracks - North Flow

10/4/2021

Departure FlightTrack
Arrival Fligh Track
Military Pattern Flight Track

FIGURE 5-2
EXISTING FLIGHT TRACKS – SOUTH FLOW



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CHAPTER 6

NOISE EXPOSURE

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6.1 INTRODUCTION

The Federal Aviation Administration (FAA) requires that a Noise Exposure Map (NEM) being submitted for review represent the aircraft noise exposure for the current year (which was 2019, when the NEM Update began) and a projected condition for a future year at the discretion of the Study sponsor. As a result, 2025 was chosen to represent five years into the future from the date of submittal, however, the forecast was completed amidst the Pandemic. As a result, the FAA and Airport agreed that while the base year should continue to be 2019, the five-year projection should be adjusted from 2025 to 2026. Therefore, any reference to projections for 2026 is representative of the FAA TAF 2019[17] projection for operations in 2025.

Appendix A provides the verification memorandum or addendum to the LRD NEM Forecast, that reviewed and analyzed the Airport's most up-to-date activity in 2020 during the public health emergency and the likelihood that it could recover over the next five years meeting 2026 projections. The addendum concluded that it was reasonable to use the 2025 projections (an increase of 550 total operations or +0.7%) for 2026.

It should also be noted that the 65, 70, and 75 DNL contours are the only contours required by the FAA for inclusion in the 14 CFR Part 150 Study and for acceptance by the FAA for the two NEMs. The 2026 future NEM DNL contours reflect a condition that would occur without the implementation of the Noise Compatibility Program (NCP).

6.2 DNL CONTOURS

6.2.1 Existing DNL Contours (2019)

The 2019 DNL contours for LRD are shown on **Figure 6-1.** The 70 and 75 DNL contours are almost completely contained on Airport property besides a few small areas where the 70 DNL contour extends beyond the southern boundary. The 65 DNL contour extends about one mile beyond the southern boundary of the Airport and just beyond the northern boundary of the Airport.

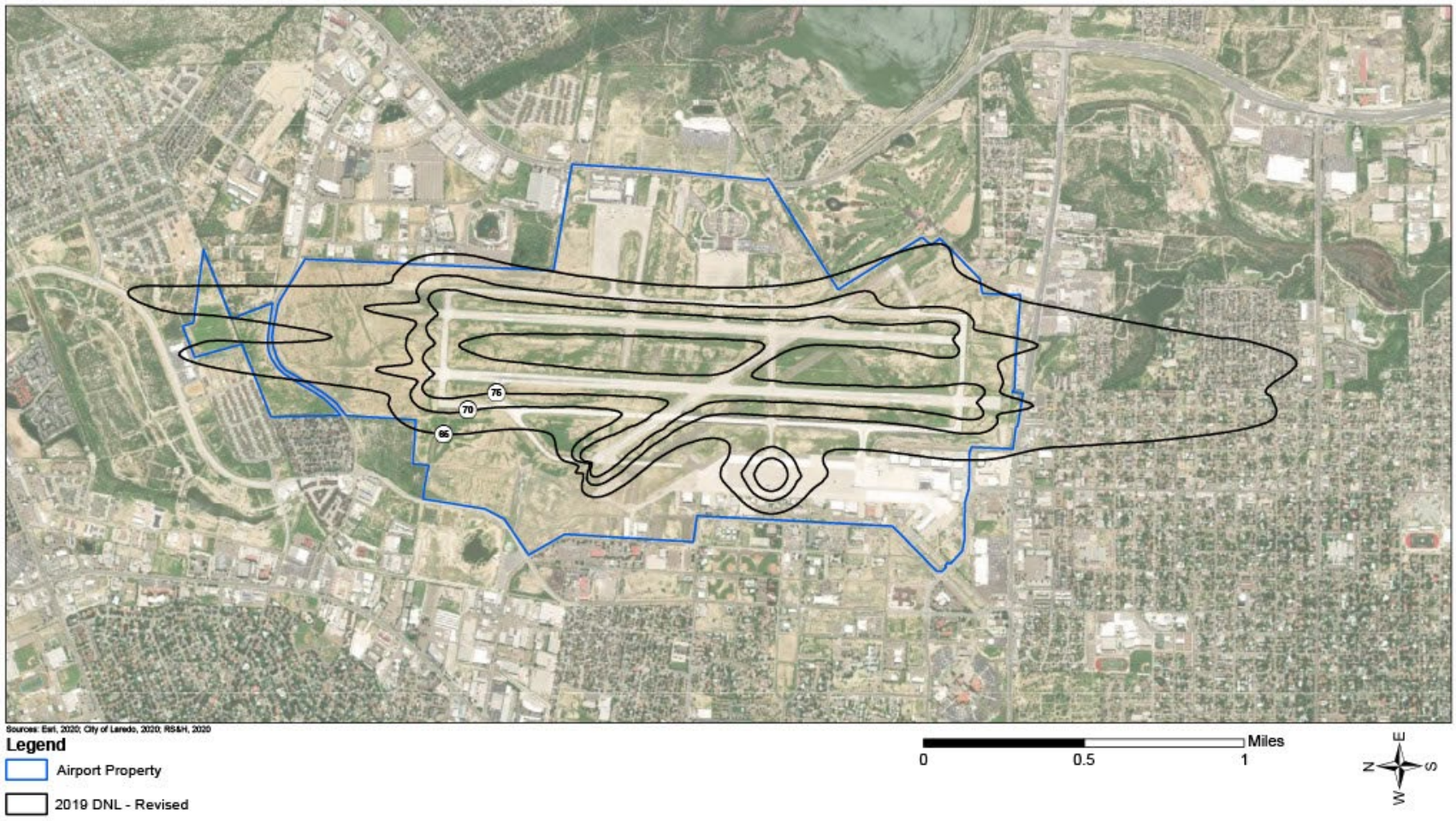
6.2.2 Future DNL Contours (2026)

The FAR Part 150 require two years of analysis - the existing condition (2019) and a condition projected for a future year of at least five years from the date of submittal (2026). The data used to develop the future 2026 condition was a combination of the Airport's operations by aircraft within the

The 2026 DNL contours are shown on **Figure 6-2**. A review of the 2026 contours shows a slight increase in the size due to the increase in operations forecast.

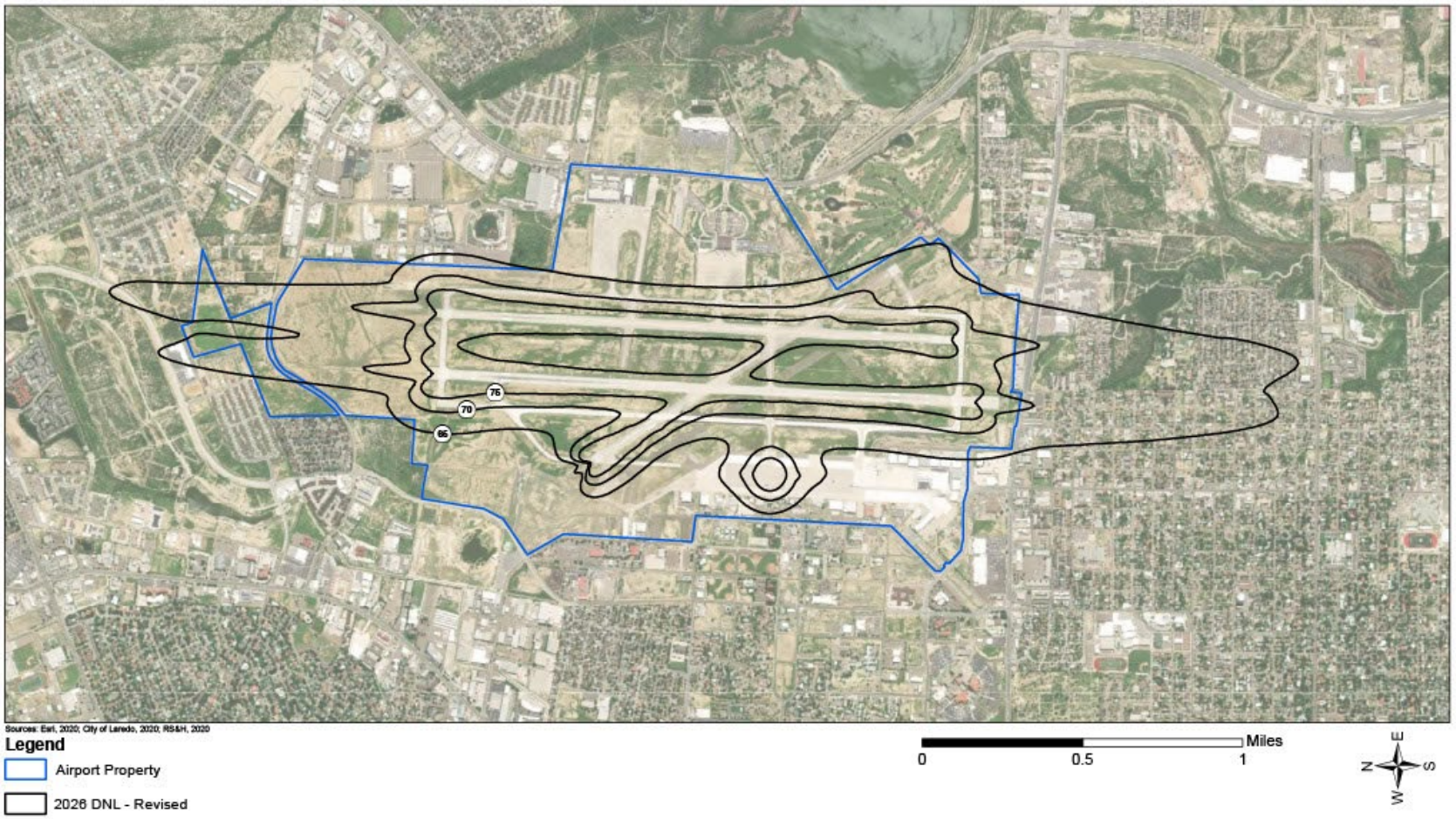
[17] Published in January 2020

FIGURE 6-1
2019 DNL CONTOURS



Source: RS&H, 2021

FIGURE 6-2
2026 DNL CONTOURS



Source: RS&H, 2021

6.3 LAND USE DEVELOPMENT

A review was made of the land use controls that are currently in effect within political jurisdictions surrounding and including Airport property. An understanding of the existing land use controls form the basis for evaluating the relationship of the existing and future DNL contours.

Land Use

Zones are established in the City of Laredo Land Development Code Book to ensure compatible land uses for areas being developed around airports for public safety, heath, and welfare, along with protecting airport operations and investments from encroaching non-compatible uses. The City of Laredo Land Development Code Book Section 24-68 *Airport Noise Zoning District* defines the Airport Noise Zoning Districts and divides the district into three subdistricts based on the noise exposure level. **Table** 6-1 outlines the Airport Overlay Zones Subdistricts in Subsection 24.68.2.

TABLE 6-1
CITY OF LAREDO NOISE DISTRICTS

Subdistrict	Definition
A	Shall include the area with noise exposure greater than 75 Ldn
B	Shall include the area within the 70 Ldn to 75 Ldn noise exposure area
C	Shall include the area within the 65 Ldn to 70 Ldn noise exposure area

Source: City of Laredo
Note: Ldn and DNL are equivalent.

The subdistrict overlay zones are based on the noise contour maps from previous NEM studies at LRD. Therefore, the subdistrict overlay zones are expected to be updated when the NEMs are updated in this study. Specific airport land use compatibilities are further defined in the City of Laredo Land Development Code Book with Subsection 24.68.4.

6.3.1 Zoning

The City of Laredo has the authority to zone property within the City limits. The majority of the Airport's property which includes the AOA is in the general zoning district of manufacturing under the classification of M-1. Additionally, some of the Airport's property falls within an area zoned as vacant/undefined/under construction.

6.3.2 Development Patterns within the Airport Noise Subdistricts

As noted in this chapter, the City has taken proactive measures to minimize non-compatible land uses within the Airport Overlay Zones Subdistricts. Because the noise is generated by aircraft operations, the locations of these subdistricts are in the vicinity of the Airport or nearby areas. According to the City of Laredo Land Development Code Book, residential uses are permissible in Subdistrict A, B, and C if they meet noise reduction construction codes. Beyond the Airport Overlay Zones Subdistricts, land uses to the west, east, and south of the Airport are primarily residential and commercial.

6.4 AIRCRAFT NOISE-RELATED LAND USE IMPACTS

The FAA has developed land use guidelines that relate the compatibility of aircraft activity to areas surrounding an Airport. Table 1 in 14 CFR Part 150 and provided in **Figure 6-3**, identifies land use activities that are acceptable within the 65, 70 and 75 DNL contours. FAA guidance indicates that virtually all land uses below the 65 DNL are considered to be compatible with the effects of aircraft noise and therefore will not fund mitigation programs for areas outside the 65 DNL contour. It is important to note that the FAA does allow local land use planning agencies to adopt a lower compatibility level that may be more stringent than FAA guidelines.

Attention is focused on areas within the 65 DNL contour because the FAA considers aircraft noise exposure levels of 65 DNL and greater to be incompatible with noise sensitive uses. The 65 DNL contour also identifies the limits the FAA considers for eligibility of funding of noise abatement measures. However, the FAA recognizes that noise does not stop at the 65 DNL contour and is heard by people located in close proximity to approach, departure, and training corridors. The Airport sponsor can address noise concerns with possible modifications to flight procedures that are beyond the limits of the 65 DNL contour. These programs will be evaluated in a subsequent update to the Noise Compatibility Program.

6.4.1 Existing Land Use

Figure 6-1 and **Figure** 6-2, presented previously in this section, show the DNL contours for the 2019 and 2026 conditions, respectively. The base map, for the 2019 and 2026 DNL contours, uses aerial photography that depicts the existing land uses in the vicinity of LRD. Densely developed residential land use occurs to the south and west of the Airport. The residential land use in these areas consists of both single-family and multi-family residences. To the immediate north of the Airport is commercial land use, with single-family residential further to the north.

6.4.2 DNL Contour Relationships to Existing Land Use Maps

Figure 6-4 shows the 2019 DNL contours over an existing land use base. Both the 70 DNL and 75 DNL contours are primarily contained within on the Airport property boundary. However, there are portions of the 65 DNL contour that are beyond the Airport property boundary and includes residential land uses. **Figure 6-5** shows the 2026 DNL contours over the existing land use base. Similar to the 2019 DNL contours, the 70 DNL and 75 DNL contours are primarily contained within the Airport property boundary and portions of the 65 DNL contour extend beyond the Airport property boundary.

FIGURE 6-3
FAR PART 150 STUDY GUIDELINES

Table 1 – Land Use Compatibility with Yearly Day-Night Average Sound Levels

Land Use	Yearly Day-Night Noise Level (DNL) in decibels					
	Below 65	65-70	70-75	75-80	80-85	Over 85
Residential						
Residential, other than mobile homes and transient lodgings	Y	N(1)	N(1)	N	N	N
Mobile home parks	Y	N	N	N	N	N
Transient lodgings	Y	N(1)	N(1)	N(1)	N	N
Public Use						
Schools	Y	N(1)1	N(1)	N	N	N
Hospitals and nursing homes	Y	25	30	N	N	N
Churches, auditoriums and concert halls	Y	25	30	N	N	N
Governmental services	Y	Y	25	30	N	N
Transportation	Y	Y	Y(2)	Y(3)	Y(4)	Y(4)
Parking	Y	Y	Y(2)	Y(3)	Y(4)	N
Commercial Use						
Offices, business and professional	Y	Y	25	30	N	N
Wholesale and retail-building materials, hardware and farm equipment	Y	Y	Y(2)	Y(3)	Y(4)	N
Retail trade-general	Y	Y	25	30	N	N
Utilities	Y	Y	Y(2)	Y(3)	Y(4)	N
Communication	Y	Y	25	30	N	N
Manufacturing and Production						
Manufacturing, general	Y	Y	Y(2)	Y(3)	Y(4)	N
Photographic and optical	Y	Y	25	30	N	N
Agriculture (except livestock) and forestry	Y	Y(6)	Y(7)	Y(8)	Y(8)	Y(8)
Livestock farming and breeding	Y	Y(6)	Y(7)	N	N	N
Mining and fishing resource production and extraction	Y	Y	Y	Y	Y	Y
Recreational						
Outdoor sports arenas and spectator sports	Y	Y(5)	Y(5)	N	N	N
Outdoor music shells, amphitheaters	Y	N	N	N	N	N
Nature exhibits and zoos	Y	Y	N	N	N	N
Amusements, parks, resorts and camps	Y	Y	Y	N	N	N
Golf courses, riding stables and water recreation	Y	Y	25	30	N	N

Numbers in parentheses refer to notes.

* The designations contained in this table do not constitute a Federal determination that any use of land covered by the program is acceptable or unacceptable under Federal, State or local law. The responsibility for determining the acceptable and permissible land uses and the relationship between specific properties and specific noise contours rests with the local authorities. FAA determinations under Part 150 are not intended to substitute federally determined land uses for those determined to be appropriate by local authorities in response to locally determined needs and values in achieving noise compatible land uses.

Key to Table 1

SLUCM — Standard Land Use Coding Manual.
Y(Yes) — Land Use and related structures compatible without restrictions.
N(No) — Land Use and related structures are not compatible and should be prohibited.
NLR — Noise Level Reduction (outdoor to indoor) to be achieved through incorporation of noise attenuation into the design and construction of the structure.
25, 30 or 35 — Land Use and related structures generally compatible; measures to achieve NLR of 25, 30 or 35 dB must be incorporated into design and construction of structure.

Notes

(1) Where the community determines that residential or school uses must be allowed, measures to achieve outdoor to indoor Noise Level Reduction (NLR) of at least 25 dB to 30 dB should be incorporated into building codes and be considered in individual approvals. Normal residential construction can be expected to provide a NLR of 20 dB, thus, the reduction requirements are often stated as 5, 10 or 15 dB over standard construction and normally assume mechanical ventilation and closed windows year round. However, the use of NLR criteria will not eliminate outdoor noise problems.

(2) Measures to achieve NLR of 25 dB must be incorporated into the design and construction of portions of these buildings where the public is received, office areas, noise sensitive areas or where the normal noise level is low.

(3) Measures to achieve NLR of 30 dB must be incorporated into the design and construction of portions of these buildings where the public is received, office areas, noise sensitive areas or where the normal noise level is low.

(4) Measures to achieve NLR of 35 dB must be incorporated into the design and construction of portions of these buildings where the public is received, office areas, noise sensitive areas or where the normal noise level is low.

(5) Land use compatible provided that special sound reinforcement systems are installed.

(6) Residential buildings require an NLR of 25.

(7) Residential buildings require an NLR of 30.

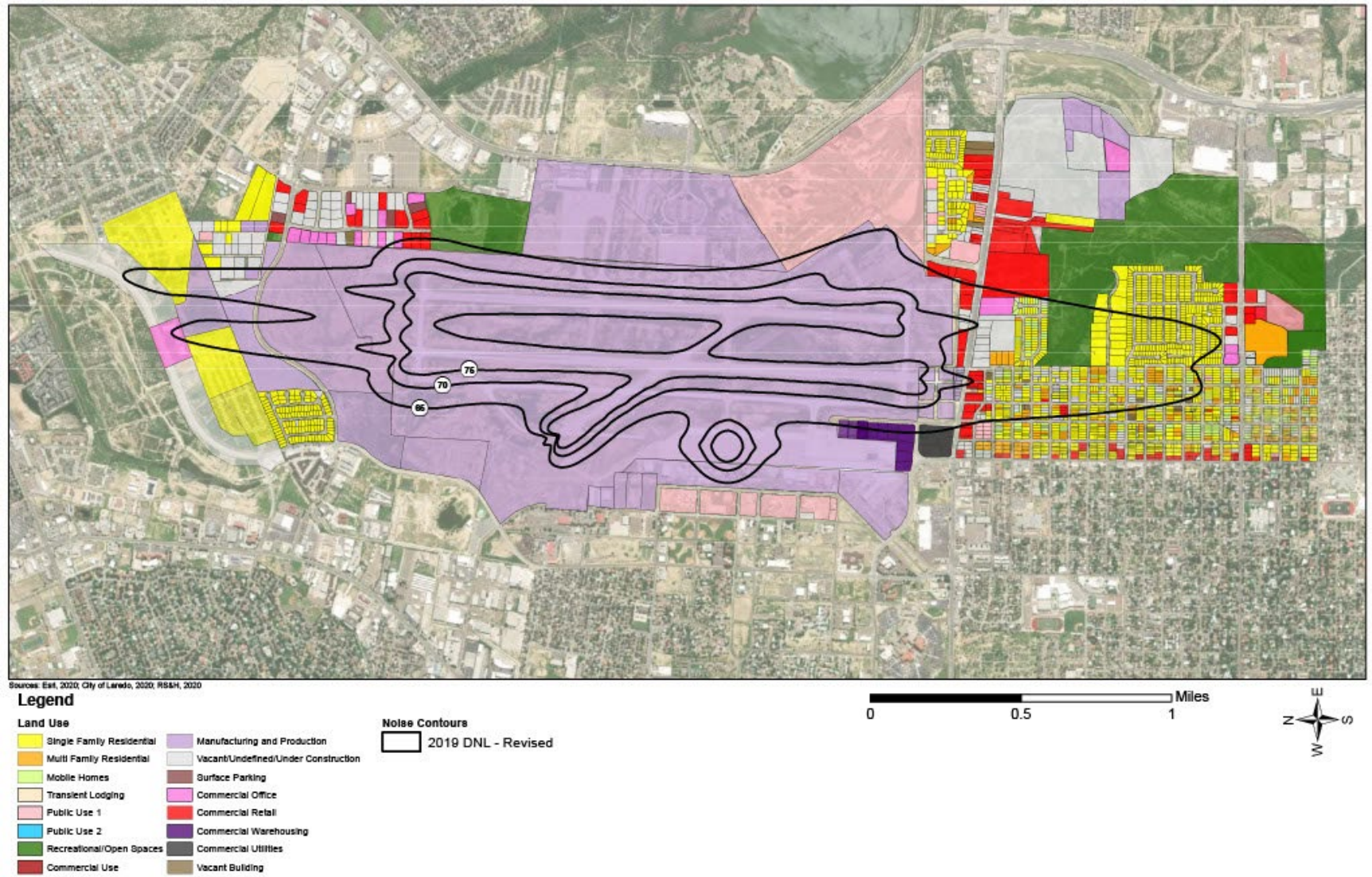
(8) Residential buildings not permitted.

6.4.3 DNL Contour Relationships to Future Land Use Maps

A primary consideration of airport development is ensuring that the community surrounding the airport contains land uses that are compatible with aviation activity. According to the Future Land Use Map, north of Jacaman Road are recently platted residential subdivisions within the Neighborhood Mixed-Use and Low Density Residential land use categories. South of Runway 36L and Runway 36R are mostly single-family residential and vacant properties within the Low Density, Neighborhood Mixed-Use, and Medium Density Residential future land uses. Future development for the southern area includes commercial uses along Saunders street and residential uses between East Saunders Street and Clark Boulevard in the Mixed-Use Center land use category. Opportunities for the area include a couple of industrial parks to the north and south of the Airport as well as mixed use and retail. There is a golf course to the east in an area predominantly categorized by Parks, Mixed-Use Center and Light Industrial land use categories. The Laredo Medical Center is located west of the Airport and along East Saunders Street and North Meadows Avenue. This area is mostly developed with Light Industrial, Institutional, and Parks. West of the cargo apron is airport owned property that is currently transitioning to more compatible uses such as light manufacturing and mixed office uses in the Light Industrial and Institutional land use categories.

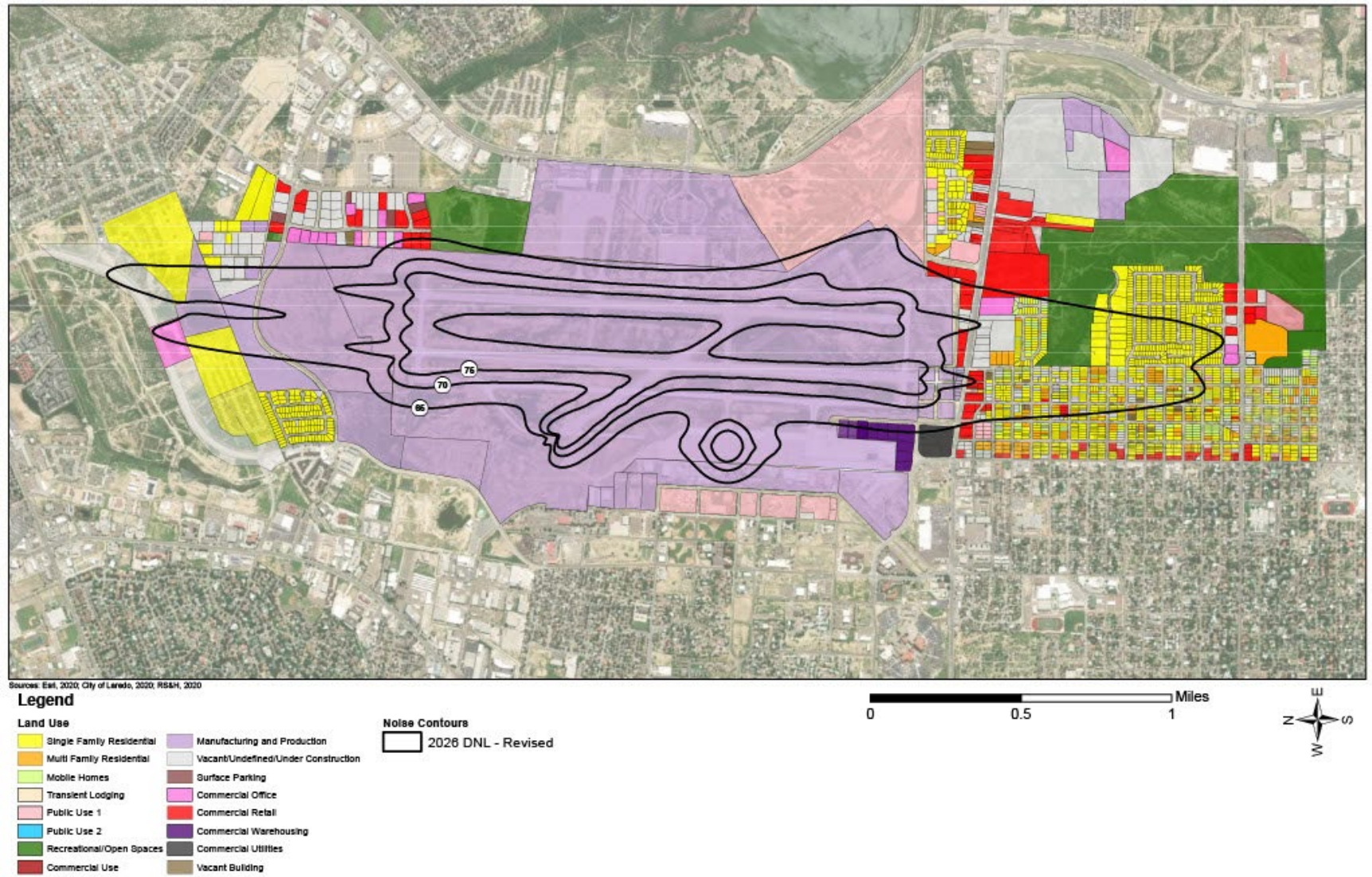
Development of the Laredo Airport Development Area is expected to occur gradually as regional economics and land development patterns mature over time. This includes mixed use residential and retail along North Bartlett Avenue and Foster Avenue. Industrial and aeronautical support land uses would be ideal on Thomas Avenue and add to the Airport's development found on Maher Avenue. Additional office and medical support uses proposed on Bartlett Avenue and Thomas Avenue could further promote a medical office corridor.

FIGURE 6-4
2019 DNL CONTOURS OVER EXISTING LAND USE



Source: RS&H, 2021; City of Laredo, 2021

FIGURE 6-5
2026 DNL CONTOURS OVER EXISTING LAND USE



Source: RS&H, 2021; City of Laredo, 2021

6.4.4 Existing Population within Contour Areas

Figure 6-4, presented previously in this section, shows residential locations in the general vicinity of the 2019 DNL contours**.** To determine the estimated population within the 65 DNL contour, the housing units within the 65 DNL contour were counted and multiplied by the average person per household for their Census Tract. Within the 2019 65 DNL contour, there were estimated to be 679 housing units and 3.26 average persons per household. As shown in **Figure 6-5** presented previously in this section, by 2026 the DNL contours are projected to change in shape. A similar amount of housing units are located within the 65 DNL contour for 2026. Due to the change in shape associated with the 2026 65 DNL contour, there were estimated to be 704 housing units, or 18 fewer. **Table 6-2** and **Table** 6-3 provide a summary of the housing units and population located within the existing and future contours for 2019 and 2026, respectively.

TABLE 6-2
2019 DNL CONTOUR POPULATION SUMMARY

Contour Range	Housing Units	Average Persons per Household	Estimated Population
65-69 DNL	679	3.26	2,214
70-74 DNL	0	0	0
75+ DNL	0	0	0

Source: RS&H, 2020

TABLE 6-3
2026 DNL CONTOUR POPULATION SUMMARY

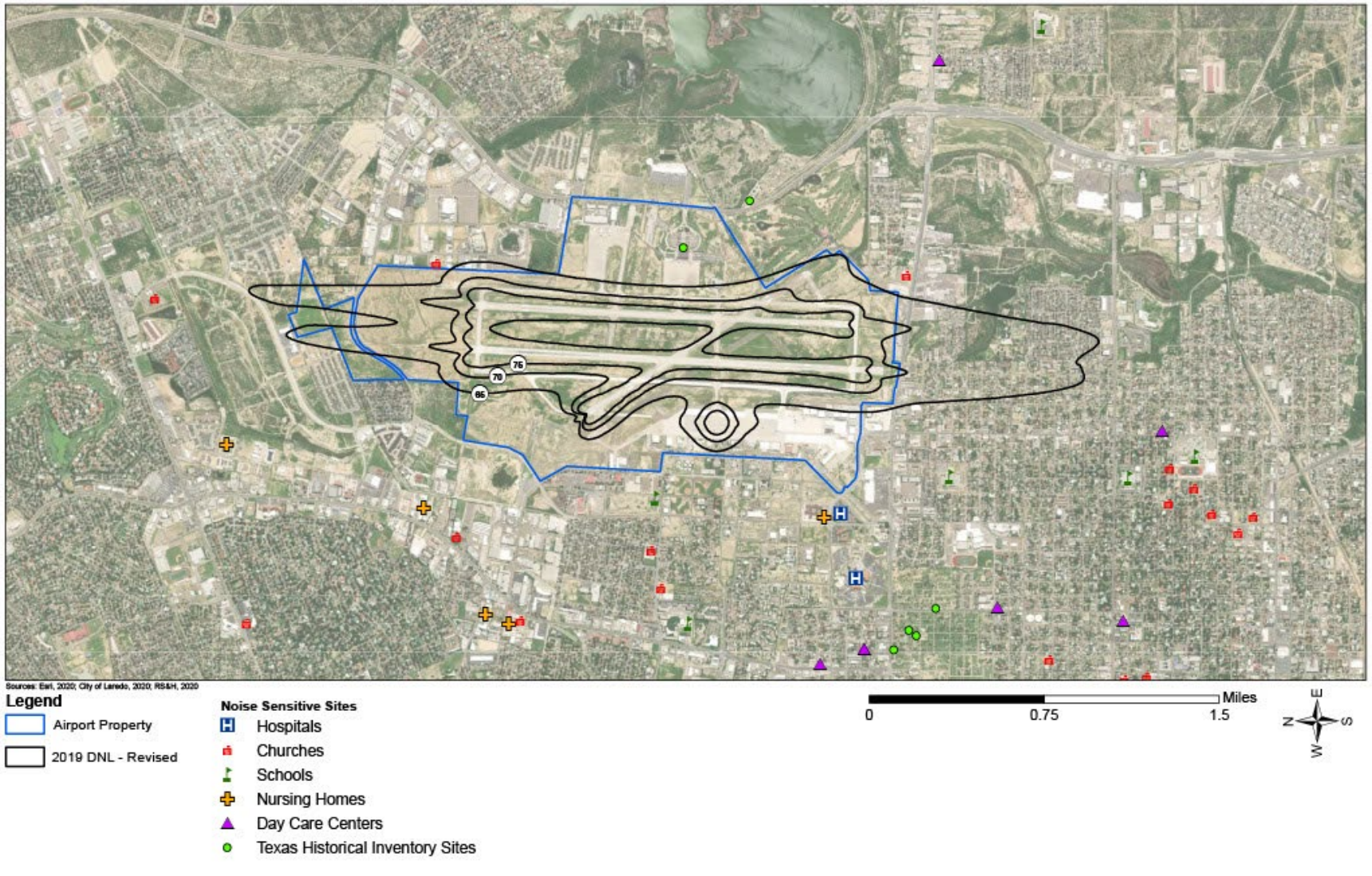
Contour Range	Housing Units	Average Persons Per Household	Estimated Population
65-69 DNL	704	3.26	2,295
70-74 DNL	0	0	0
75+ DNL	0	0	0

Source: RS&H, 2020

6.4.5 Noise Sensitive Sites

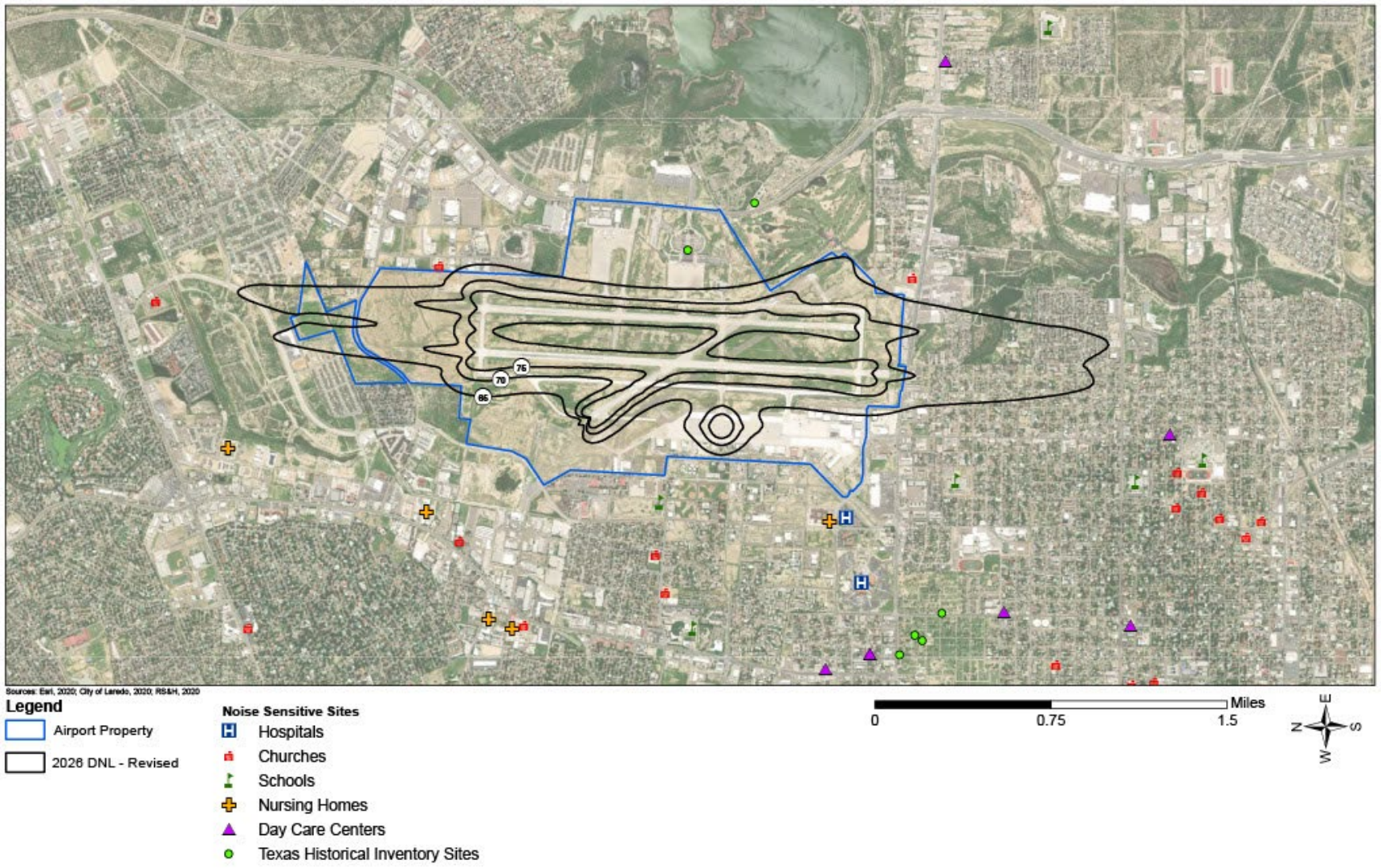
The FAA defines noise sensitive sites as uses within the 65 DNL contour that would be incompatible with aircraft noise. In addition to residential, schools, places of worship, nursing homes, and hospitals, could be adversely affected by aircraft noise. **Figure 6-66** and Error! Reference source not found.**7** depict the noise sensitive uses on a map showing the 65 DNL and higher contours for 2019 and 2026, respectively.

FIGURE 6-6
NOISE SENSITIVE SITES WITHIN THE EXISTING (2019) DNL CONTOURS



Source: RS&H, 2021; GoogleEarth, 2021; GoogleMaps, 2021

FIGURE 6-7
NOISE SENSITIVE SITES WITHIN FUTURE (2026) DNL CONTOURS



Source: RS&H, 2021; GoogleEarth, 2021; GoogleMaps, 2021

CHAPTER 7

COORDINATION

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7.1 INTRODUCTION

The City of Laredo, the owner and operator of Laredo International Airport (LRD or Airport), is undertaking a Noise Exposure Map (NEM) Update for the Airport. This is the first phase of a two-phase process with the second phase being an update to the Noise Compatibility Program (NCP). The NEM process included two public meetings to present information regarding the existing and future noise contours and has involved proactive coordination with a wide variety of interested parties. Input was sought and received from elected and appointed officials, local planning and zoning departments, citizens and community interest groups, the business community, airport tenants and users of the Airport, and federal and state agencies. Information was disseminated and input was received through the following:

- Two public open-house meetings
- Media outreach and news coverage
- Public comments

The NCP phase will evaluate potential future operational noise abatement measures as well as future land use mitigation opportunities to improve the compatibility of the Airport with the surrounding communities.

7.2 PUBLIC OPEN HOUSE

Two public open house meetings were held to present the draft Noise Exposure Maps (NEMs) and to explain how the analysis was conducted. The meetings were held on June 27th, 2021, and March 16th, 2022 to review the revised draft NEMs for LRD with the public and seek feedback on preliminary findings.

Advertisements for the public open houses, sign-in sheets, meeting summaries and public comments received following the public open houses are included as **Appendix B.**

7.3 MEDIA OUTREACH AND NEWS COVERAGE

News releases and letters to the editor also were used to alert local media and area residents of the Study kick-off, the public open houses, and other study milestones. There was print, broadcast news coverage, and social media posts on Facebook and Instagram as a result, which can be found in **Appendix B.1.**

7.4 PUBLIC COMMENTS

The public submitted comments to the Study team during the two 30-day comment periods (July 27, 2021 through August 25, 2021 and March 16, 2022 through April 15, 2022) via letters, e-mails, and comment forms provided at the public meetings. Those comments can be viewed in **Appendix B.2.**

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APPENDIX A

VERIFICATION MEMORANDUM

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VERIFICATION MEMORANDUM

Laredo International Airport NEM Update
RS&H Project No. 223-0055-000

Date:	13 January 2021
Subject:	Addendum to Aviation Activity Forecast
Prepared For:	Federal Aviation Administration
Prepared By:	RS&H

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1 INTRODUCTION

1.1 Purpose

The aviation forecast for the Laredo International Airport (LRD or the Airport) Noise Exposure Map (NEM) Update was initially completed in the first few months of the worldwide COVID-19 public health emergency in 2020, using 2019 as the baseline with a 5-year forecast time horizon of 2025. The NEM forecast was based on a short-term forecast of operations[1] for a period of five years.

As a result of discussions with the FAA regarding the impacts of the COVID-19 public health emergency on aviation activity within the U.S., it was decided that, to the extent feasible, the forecast should assess the change in aircraft operations at LRD in terms of the original forecasts. Given an anticipated reduction in aircraft operations at LRD (like almost every other airport in the nation), further research was performed to determine whether it is possible that the original forecasts with a 5-year forecast of 2025 could be used as a 5-year forecast to 2026.

During this unprecedented period, the FAA has participated in conversations about forecasts during a public health emergency and provided some observations and limited guidance[2] for the development of aviation activity forecasts during this period of unknowns. The guidance expresses the importance of incorporating the most recent data available into analyses as it provides insight on how an airport is responding to reduced enplanements and aircraft operations totals.

This review of LRD trends includes an analysis of passenger, cargo, general aviation, and military operations and how these operations have responded since the beginning of the public health emergency with a focus on aircraft activity at the end of 2020. The intent of this review is to use the most recently available data to validate the original 5-year operational forecast for the NEM Update and assess the anticipated period of recovery.

1.2 Finding

Based upon the analyses conducted for this memorandum, it has been concluded that, given the low growth assumptions used for the original forecasts and the assumption that recovery to the public health emergency could realistically take between five and six years to return to 2019 levels, the original projections[3] made for 2025 are still within a reasonable magnitude of aircraft operations that could occur in 2026.

Interviews with aircraft operators focused primarily upon the cargo sector which operates the majority of narrowbody and large aircraft at LRD. The interviews confirmed the continued use of the fleet with few exceptions. These interviews also confirmed that the time of day of operation assumed for the original forecasts has not changed since the beginning of the public health emergency.

In terms of the passenger fleet, no changes are anticipated that were not already built into the original forecast. The largest number of passenger aircraft operations are conducted by aircraft seating 60 and less. The only carrier that flies narrowbody aircraft is Allegiant Airlines, which has permanently grounded their MD-80 fleet. While sooner than expected

[1] Operations refer to either a takeoff or landing by an aircraft.
[2] ACC Airports Technical Workshop. (August 2020)
[3] The NEM forecast adopted the FAA TAF 2019 projections for all operations from 2020-2025.

by the original forecast, the assumption of Allegiant operating an A-319/A-320 fleet by 2025 was assumed.

Because the Airport's projected total aircraft operations changes only minimally for the baseline 2019 projection to 2025, the 2025 operations by aircraft type and time of day could be reasonably substituted into 2026 and used as input into the Airport's NEM Update.

2 PASSENGER ACTIVITY

2.1 Review of Passenger Activity

The original forecast assumed essentially no growth in commercial passenger activity with the only significant change projected to be an increase in commercial passenger aircraft operations and a decrease in air taxi & commuter operations. These changes essentially offset one another, and the total commercial passenger aircraft operations are projected to remain constant at nine passenger aircraft arriving and departing per day (18 total operations) from 2019 to 2025. Like almost all airports, the 2020 enplanements and passenger operations at LRD have decreased in 2020 compared to 2019 levels. As of December 2020, LRD was approximately 40% below its 2019 daily average with 5.5 average daily operations of arriving and departing flights, which is a decrease from 9.0 average daily operations in 2019.

2.2 Summary of Passenger Activity

The reduction in flights experienced in 2020 are by legacy carriers, not Allegiant. If it is assumed that approximately one additional frequency that occurred in 2019 would return every two years, then the Airport could recover to the same number of commercial passenger aircraft operations by 2025. Already, the daily traffic includes new service to Mexico City, Mexico that was initiated in October 2020. Projecting this trend, commercial passenger aircraft operations by 2026 would generate approximately 80-85% or more of the commercial passenger aircraft operations forecast for 2025. This difference of about 1.5 operations per day is within an order of magnitude with the original forecast for commercial passenger aircraft operations. Therefore, it can be said that based upon what is known today, the commercial passenger aircraft operation projection in 2025 is also considered to be reflective of a 2026 projection.

3 CARGO ACTIVITY

3.1 Review of Cargo Activity

Much like the commercial aircraft passenger operations, the cargo aircraft operations were also forecast to remain almost constant from 2019 through 2025. In an effort to use the most current data possible, a current review of cargo aircraft operations was conducted that included a second set of interviews with integrators, all cargo carriers, and on-demand carriers. This included conversations about any anticipated changes in time of day of operation, an analysis of landed weight by cargo carriers, and on-demand charter cargo operators at LRD in 2020. No changes in time of day of operation were identified.

As of December 2020, the Airport's records of landed weight by month were limited to January through October 2020. As a result, November and December 2020 were estimated[4] using information from interviews with all-cargo and on-demand carriers.

Table 1 compares the landed weight by cargo aircraft operators per month for 2019 and 2020.

Table 1
Landed Weight by Cargo Operator (2019-2020)

Month	Landed Weight (lbs.) 2019	Landed Weight (lbs.) 2020	Difference
January	56,684,835	23,775,869	-58.1%
February	50,833,138	25,875,622	-49.1%
March	59,264,906	20,806,482	-64.9%
April	49,391,976	14,742,668	-70.2%
May	42,198,885	14,628,596	-65.3%
June	42,843,115	18,043,820	-57.9%
July	37,094,383	24,270,672	-34.6%
August	38,661,124	26,442,686	-31.6%
September	37,613,820	51,278,904	36.3%
October	30,031,101	64,026,462	113.2%
November /a/	47,054,792	80,208,092	70.5%
December /a/	40,004,263	68,189,986	70.5%
Total	**531,676,338**	**432,289,858**	**-18.7%**

Note: /a/ November and December 2020 were estimated.
Source: Airport Records, December 2020; RS&H, 2020

The FAA's Traffic Flow Management System Counts (TFMSC) operations by user class provided a consistent dataset of operations identified as freight for LRD. The TFMSC freight operations do not include on-demand cargo operators and is instead more of a picture of the all-cargo aircraft operations at LRD. However, based upon the interviews that included on-demand carriers, the trend identified by TFMSC data for the all-cargo aircraft operations is considered representative of the Airport's overall cargo activity and a parallel metric of the total cargo operations, regardless of the fact that it does not include on-demand cargo aircraft operations[5]. As of December 2020, the most recently available information for TFMSC was freight operations by month from January through November 2020. As a result, December 2020 was estimated.[6]

Table 2 compares the freight operations by month from 2019 and 2020.

The analyses showed that while the Airport had handled less landed weight and freight operations in 2020 than 2019, the 2020 trend since March at LRD indicates an increase in cargo activity. Landed weight by cargo operators is 18.7% less than the 2019 total, and freight operations are approximately 20.8% below 2019 totals, respectively. In terms of recent trends, the last several months for both operations and landed weight have been

[4] The estimation of November and December 2020 was generated by using the average difference in landed weight by cargo operators from 2019 to 2020 over the two most recent months – September and October (70.5%). The percentage was applied to the 2019 totals for November and December which produced an estimation of landed weight.

[5] One large on-demand carrier indicated 2020 will be a better year than 2019. It can be expected there will be on demand carriers who have recovered quickly and some who have not. The fleet of these operators are largely turboprops and pistons.

[6] The estimation of December 2020 freight operations was generated by using the average difference in freight operations from 2019 to 2020 over the two most recent months – October and November (19.4%). The percentage was applied to the December 2019 total which produced an estimation of the 2020 freight operations for December 2020.

approximately equal to or greater than levels year-over-year levels achieved in 2019. Relatively speaking since August 2020, recent cargo at LRD has been strong and nearly comparable to 2019.

Table 2
Freight Operations (2019-2020)

Month	2019 Freight Operations	2020 Freight Operations	Difference
January	224	130	-42.0%
February	192	120	-37.5%
March	220	123	-44.1%
April	212	130	-38.7%
May	222	118	-46.8%
June	166	121	-27.1%
July	165	133	-19.4%
August	132	131	-0.8%
September	124	132	6.5%
October	138	194	40.6%
November	113	111	-1.8%
December /a/	171	204	19.4%
Total	**2,079**	**1,647**	**-20.8%**

Note: /a/ December 2020 was estimated.
Source: TFMSC Months January 2019-November 2020

As mentioned above, many of the cargo tenants that were interviewed for the original forecast were contacted and spoken to a second time to provide updates to the status of their operations and any potential changes in time of day of operation. Discussions with many of the representatives were optimistic for the short-term, with indications that cargo activity is still steady-to-strong as of December 2020.

The most notable impacts of the public health emergency were felt by some of the on-demand cargo aircraft operators, who rely heavily on shipping specific commodities and products, such as manufactured parts. One of the on-demand cargo aircraft operators indicated that they are having a record year as of December, even considering their entire operation was essentially shut down during several months of 2020 because few persons were working in manufacturing. Because some manufacturing facilities were closed during the summer months, the need for on-demand and air taxi cargo operations also diminished. However, since September 2020, the landed weight and cargo operations at LRD have been noticeably greater than 2019 totals.

3.2 Summary of Cargo Activity

Current projections for cargo aircraft operations at LRD are anticipated to be approximately 18-20% below 2019 totals. However, there are signs of strong recovery at the end of 2020. If these trends continue, the data suggests that it is conceivable that the Airport's cargo aircraft operations will recover to 2019 levels and achieve the modest growth originally forecast for five years by 2025 if not by 2026.

4 GENERAL AVIATION ACTIVITY

4.1 Review of General Aviation Activity

The original forecast projected total general aviation (GA) aircraft operations to increase minimally over the next five years at an annual rate of 0.2%. A review of GA aircraft operations was performed using TFMSC data[7] monthly for 2019 and 2020.[8] The analysis showed that the total GA aircraft operations in 2020 is estimated to be approximately 30.0% less than 2019 total. As of December 2020, the TFMSC provided GA aircraft operations by month from January through November 2020. As a result, December 2020 was estimated.

Table 3 compares the GA operations by month from 2019 and 2020.

Table 3
General Aviation Operations (2019-2020)

Month	2019 GA Operations	2020 GA Operations	Difference
January	730	661	-9.5%
February	781	669	-14.3%
March	754	514	-31.8%
April	665	187	-71.9%
May	699	279	-60.1%
June	581	394	-32.2%
July	647	351	-45.7%
August	624	459	-26.4%
September	639	513	-19.7%
October	736	730	-0.8%
November	711	456	-35.9%
December/a/	746	609	-18.3%
Total	**8,313**	**5,822**	**-30.0%**

Note: /a/ December 2020 estimated using the average difference between October and November.
Source: Traffic Flow Management System Counts, 2019-2020

4.2 Summary of General Aviation Activity

This summary assumes TFMSC data is accurate for November and that the Airport was -36% year-over-year. Overall GA aircraft operations is 30.0% less than 2019. Recent months show a general decline in activity year-over-year. Unlike the other three categories of aircraft activity reviewed in this memorandum, general aviation may be the one that grows the most slowly over the next several years. While there is some confidence the other categories will return to 2019 levels in the next 5 to 6 years, GA may be the one category of activity that fluctuates the most in frequency and aircraft type, potentially taking a longer period of time to recover.

[7] FAA TFMSC includes data for flights that fly under Instrument Flight Rules (IFR) and are captured by the FAA's enroute computers. Most Visual Flight Rules (VFR) and some non-enroute IFR traffic is excluded. As a result, there is a noticeable difference between the totals shown in this analysis and the TAF which is assumed to be accounted mainly by the omitted VFR operations.

[8] December 2020 was not available at the time of this analysis, so it was estimated using the average difference of October and November 2019 and October and November 2020 which was -36.7%. It was assumed that the VFR operations not identified in the TFMSC data had the same difference in 2020 compared to 2019 as the IFR operations from the data set.

5 MILITARY ACTIVITY

5.1 Review / Summary of Military Activity

Military aircraft operations at LRD is the largest segment of total activity (42.4% of 2019 total). As is customary for aviation forecasts, the military aircraft operations were held constant over the forecast horizon.

Based upon conversations with the Airport, there has been no noticeable change in the military aircraft operations in 2020. Airport staff comment that, if anything, there may have been a slight increase. As a result of these comments, it is a reasonable assumption that military aircraft operations assumed for 2019 would remain constant over the forecast period to 2026.

6 CONCLUSION

This memorandum focuses specifically on how the aircraft operations at LRD are doing in 2020 as a result of the COVID-19 public health emergency, and whether the annual totals for the original forecast for 2025 can recover to 2019 levels and can be considered to be representative of 2026, realistically recovering within five or six years.

The analyses of passenger, cargo, general aviation, and military aircraft operations provide a general assessment of the state of the Airport's aviation activity for 2020. As a result of recent research of trends for all categories of aircraft operations at LRD and based on year-over-year reviews, the Airport could very well recover to the 2019 levels within five or six years. Already cargo and military, by far the two largest components of total aircraft operations, are not dramatically different from 2019 levels; military is assumed to remain constant over the period.

Air cargo represents the major component of aircraft operations at LRD in terms of the size of aircraft. The reductions of cargo aircraft operations from 2019 to 2020 is not greatly different compared to some of the other historical fluctuations experienced in normal years, although, the downward fluctuation and the relative recovery has never been so dramatic as 2020.

The LRD NEM Update forecast of operations projected the Airport's total annual aircraft operations to increase from 73,574 in 2019 to 74,124 in 2025. The Airport's growth during that time is projected to be minimal, with an annual growth rate of 0.1%. Because the original 2025 forecast is not appreciably different from 2019, the full return to 2019 would still be within 0.9% of a potential 2026 projection. Projecting the original forecast annual average growth rate of 0.1% from 2019, a possible total operations forecast for LRD would be 74,198 in 2026.

The operations forecast developed originally for 2025 is within a reasonable expectation of being a projected level of operations for 2026 despite accounting for the overall decrease in the number of operations by all types of activity. This is supported by the trend toward the returning strength of air cargo activity at LRD that represents almost all the activity by narrowbody or larger aircraft except for Allegiant Airlines and that is not anticipated to change. The analysis of the recent two months of available cargo data (September and October) confirms that 2020 air cargo activity has been buoyed substantially over the last several months to rebound to within approximately 20% of 2019 levels, assuming that this trend continues through the end of calendar year 2020. If this and the recovery of commercial passenger activity come to fruition, it is reasonable to

assume that the 2026 forecast operational levels would be approximately the same as 2025.

The following points summarize the analysis of aircraft operations that have decreased at LRD in 2020:

- The total operations for 2020 are approximately 18% below 2019 totals.
- The commercial passenger aircraft operations are approximately 39% below 2019 levels. If the airlines can recover at a rate of approximately one additional flight arriving and departing daily every two years, the commercial passenger aircraft operations would recover between 2025 and 2026.
- The cargo aircraft operations are approximately 21% below 2019 totals. (Note: November data received in January 2021 shows a lower increase than estimated herein but still strong growth year-over-year for the month.)
- The general aviation aircraft operations show the greatest decrease at 30% from 2019 levels.
- The military aircraft operations are not anticipated to change.
- For operators interviewed, there were no changes in time of day of operation identified.

Table 4 compares the total operations by type for 2019 and 2020.

Table 4
Total Airport Operations by Type (2019-2020)

Year	Passenger	Freight	General Aviation /a/	Military	Total
2019	11,916	2,079	28,359	31,220	73,574
2020	7,281	1,647	19,862	31,220	60,010
Difference	**-38.9%**	**-20.8%**	**-30.0%**	**0.0%**	**-18.4%**

Note: /a/ Because the TFMSC does not include all GA operations, the difference in GA operations (-30.0%) from 2019 to 2020 using TFMSC data was applied to the FAA TAF 2019 total. Source: FAA TAF 2019; FAA TFMSC 2020; RS&H, 2020

APPENDIX B

PUBLIC NOTICE AND COMMENTS

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INTRODUCTION

This appendix contains two sections (Appendix B.1 and Appendix B.2). Appendix B.1 lists all materials pertaining to advertisements for the public open houses, sign-in sheets, and meeting summaries. Appendix B.2 lists all the public comments and responses.

APPENDIX B.1

PUBLIC OUTREACH

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MARTES, 27 DE JULIO DEL 2021
REUNIÓN PÚBLICA

Actualización de los Mapas de Exposición al Ruido

El Aeropuerto Internacional de Laredo está organizando una reunión pública para permitir que el público conozca la actualización de los Mapas de Exposición al Ruido. Los Mapas de Exposición al Ruido estan en cumplimiento con las Regulaciones Federales de Aviación (FAR) Parte 150 Estudio de Compatibilidad de el Ruido y Uso del Suelo. Los consultores y el personal del aeropuerto estarán disponibles para discutir los Mapas de Exposición de el Ruido y para escuchar sus comentarios o preocupaciones respecto al ruido que provocan los aviones.

LAREDO
INTERNATIONAL AIRPORT

Los asistentes a la reunión pública conocerán el proceso de formulación de los Mapas de Exposición al Ruido, análisis técnicos completados hasta la fecha y podrán revisar los borradores de los Mapas de Exposición al Ruido para el aeropuerto.

Estos Mapas de Exposición de el Ruido se desarrollan en base a las operaciones de aeronaves que ocurren en el aeropuerto hoy y pronosticaron las operaciones cinco años en el futuro.

Los Mapas de Exposicion de el Ruido se perfeccionarán aún más en función de la opinión pública y el análisis técnico adicional y se enviarán a la Administración Federal de Aviación para su aceptación.

A esto le seguirá la actualización del programa de compatibilidad acústica del aeropuerto, cuando seran evaluadas las posibles medidas de compatibilidad acústica.

07/27/2021

5:30 P.M. a las 7:00 P.M. CDT

Presentación a las 6:00p.m. CDT

Ciudad de Laredo
Sala de conferencias del Departamento de Obras Públicas

5512 Thomas Avenue
Laredo, Texas 78041

TUESDAY, JULY 27, 2021
PUBLIC MEETING / OPEN HOUSE

Noise Exposure Map Updates

Laredo International Airport is hosting a public meeting/open house to allow the public to learn about the update of the Noise Exposure Maps (NEMs). The NEMs are in compliance with Federal Aviation Regulations (FAR) Part 150 Noise and Land Use Compatibility Study. Consultants and Airport staff will be on hand to discuss the NEMs as well as listen to any concerns you may have regarding aircraft noise.

LAREDO INTERNATIONAL AIRPORT

Attendees of the public meeting/open house will learn of the NEM process, the technical analyses completed to date, and will be able to review draft NEMs for the Airport

———

These NEMs are developed based on aircraft operations occurring at the Airport today, as well as on forecast operations five years in the future.

———

Based on public input and additional technical analysis, the NEMs will be further refined and submitted to the Federal Aviation Administration (FAA) for acceptance.

———

This will be followed by the updating of the Noise Compatibility Program (NCP) for the Airport, when potential noise compatibility measures will be evaluated.

———

07/27/2021

5:30 P.M. TO 7:00 P.M. CDT

Presentation at 6:00p.m. CDT

City of Laredo
Department of Public Works
Conference Room

5512 Thomas Avenue
Laredo, Texas 78041

MEDIA ADVISORY

FRIDAY, JULY 23, 2021

CONTACT

Noraida Negron, Communications Administrator
nnegron@ci.laredo.tx.us
(956) 625-8088

Laredo International Airport to Host Noise Exposure Maps Meeting

Laredo, Texas – The Laredo International Airport is hosting a public meeting/open house to allow the community to learn about the Noise Exposure Maps (NEM) study and updates. The three purposes of the public meeting are to learn about the NEM update, educate the community on the FAR Part 150 study process, and to give an opportunity for participants to provide comments.

The public meeting will be held in an open house format with a presentation to occur at 6:00 PM at the City of Laredo Public Works Conference Room, located at 5512 Thomas Ave.

WHO: Laredo International Airport

WHAT: Noise Exposure Maps (NEM) Updates Public Meeting/Open House

WHEN: Tuesday, July 27, 2021 5:30 PM - 7:00 PM

WHERE: 5512 Thomas Avenue, Laredo, Texas 78045 - City of Laredo Public Works Department Conference Room

AVISO A LA PRENSA

VIERNES, 23 DE JULIO DEL 2021

CONTACTO

Noraida Negron, Administradora de Comunicaciones

nnegron@ci.laredo.tx.us
(956) 625-8088

El Aeropuerto Internacional de Laredo Organizara la Reunión de Mapas de Exposición al Ruido

Laredo, Texas – El Aeropuerto Internacional de Laredo está organizando una reunión pública para permitir que la comunidad conozca el estudio y las actualizaciones de los Mapas de Exposición al Ruido (NEM). Los tres propósitos de la reunión pública son aprender más sobre la actualización NEM, educar a la comunidad sobre el proceso del estudio FAR Parte 150 y dar una oportunidad para que los participantes brinden comentarios.

La reunión pública se llevará a cabo con una presentación a las 6:00 p.m. en la Sala de Conferencias de Obras Públicas de la Ciudad de Laredo, ubicada en 5512 Thomas Ave.

QUIÉN: Aeropuerto Internacional de Laredo

QUÉ: Reunión pública sobre los Mapas de Exposición al Ruido (NEM)

CUÁNDO: Martes, 27 de julio del 2021 de 5:30 p.m. - 7:00 p.m.

DÓNDE: 5512 Thomas Avenue, Laredo, Texas 78045 - Sala de conferencias del Departamento de Obras Públicas de la Ciudad de Laredo

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Airport to hold Noise Exposure Maps Meeting

File photo: Laredo International Airport (KGNS)

By Justin Reyes

Published: Jul. 27, 2021 at 5:48 AM CDT

LAREDO, TX. (KGNS) - The city is inviting the community to be a part of the discussion regarding noise made by aircraft.

The Laredo International Airport is hosting a public meeting to allow the community to learn about the noise exposure map study as well as any updates.

The purpose of the meeting is to learn about the noise exposure map update, educate the community on the study process, and give an opportunity for participants to provide comments.

The public meeting will be held in an open house format Tuesday at the City Works Department Conference Room from 5:30 p.m. to 7 p.m.

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(/clasificados/)
(/p/contenidos/puentes-internacionales.html)

Martes 3 de Agosto 2021

(https://www.facebook.com/elmananadenuevolaredo/)

EL MAÑANA
EL PERIÓDICO QUE VA CON EL PUEBLO

RUIDO DE AVIONES

Alistan audiencia en el aeropuerto

(/)

Residentes podrán conocer los estudios y actualizaciones que se realizan en este sitio importante; también se les exhorta a participar y exponer opiniones

Aeropuerto. Laredo, Texas. Foto: Internet (/d/fotografias/fotosnoticias/2021/7/26/57083.jpg)

Por MAURICIO BELLOC ()

LAREDO TEXAS () lunes, 26 de julio de 2021 · 08:27

Por el ruido que causan los aviones despegando y aterrizando en los vecindarios aledaños al Aeropuerto Internacional de la ciudad de Laredo, mañana habrá una importante audiencia pública para todos los residentes.

(/clasificados/)
(/p/contenidos/puentes-internacionales.html)

Martes 3 de Agosto 2021

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EL MAÑANA
EL PERIÓDICO QUE VA CON EL PUEBLO

(whatsapp://send?text=%EF%BB%BFAlistan+audiencia+en+el+aeropuerto+-+https://elmanana.com.mx/laredo-texas/2021/7/26/alistan-audiencia-en-el-aeropuerto-56470.html)
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El público interesado, puede acudir con toda confianza a la reunión pública que se llevará a cabo a las 6:00 de la tarde en la sala de conferencias del Departamento de Obras Públicas de la Ciudad de Laredo, ubicada en el numero 5512 de la avenida Thomas, contiguo al estacionamiento de “El Metro” (terrenos del Jalapeño Festival), en los predios de la antigua base aérea militar.

El Aeropuerto Internacional de Laredo organiza tal evento para que la comunidad conozca el estudio y las actualizaciones de los Mapas de Exposición al Ruido (NEM).

Los tres propósitos de la reunión pública son;

1) aprender más sobre la actualización NEM;

2) educar a la comunidad sobre el proceso del estudio FAR Parte 150;

3) y dar una oportunidad para que los participantes brinden comentarios.

Los asistentes con la explicación de tales mapas de ruidos, conocerán de los análisis técnicos completados hasta la fecha y podrán revisar los borradores de tales Mapas de Exposición al Ruido.

Estos mapas se desarrollan en base a las operaciones de aeronaves que ocurren hoy y se hacen pronósticos para los cinco próximos años.

S

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NEWS // INSIDER

Laredo International Airport hosts meeting to discuss noise, airport growth

Jorge A. Vela, LMTonline.com / Laredo Morning Times

Updated: July 28, 2021 9:16 a.m.

Laredo Airport Director, Jeffrey Miller explains the terminal improvements to guests and officials on Tuesday, May 25, 2021.
Christian Alejandro Ocampo /Laredo Morning Times

People living or traveling close to the Laredo International Airport will certainly hear the planes in the area as they land or take off from the airport.

Concerning the issue of noise and how this has changed due to its continued growth, the airport hosted a meeting on Tuesday evening open to the public so locals could discuss the issue, how it has changed over time and how noise maps help the airport understand the full spectrum of the issue.

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The meeting is a bi-decade event required by the leading aviation authority in the country.

“Noise Exposure Maps are required by the Federal Aviation Administration for any airport that has a Noise Compatibility Program,” Laredo International Airport Director Jeffrey Miller said. “The maps are required to be updated every five years and show how noise has changed over the past five years and where do we see it going in the next five. If noise exposure has grown — for example, more aircraft, different aircraft mix — then the noise contours grow, which is what we are predicting in our new NEM.”

Miller states that noise is subjective and that it might affect some people over others. However, he does state that various programs exist to help out those who may be affected by noise due to living near an airport.

“Noise is very subjective to the listener, but the public outreach allows people in the community to engage with the airport and express their thoughts,” Miller said. “There are certain mitigations available if housing sits in the 65 decibel level ... so we want to educate the community about these programs should they qualify.”

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Some people that looked forward to attending the meeting stated that they wanted to find out more about these programs and what they could do to further remedy the situation or pay less cost for their property.

More Information

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“I live in the apartments right on Bartlett, and everyday you have to pause at least a little bit because the sound of the plane flying above blocks you completely,” Laredoan Miguel Suarez said. “I also am looking to buying a home near the apartments, as I like the area. But I am wondering if there is anything that could be

done to lower the noise or help us pay lower with discounts concerning the noise. I am glad that airports do this every once and a while, we didn't know about it."

According to Suarez, he believes that people who live in these areas or want to purchase property near it should attend.

Miller states that the two meetings each decade are standard for airports such as the one in Laredo, as established by the FAR Part 150 Program.

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"The FAR Part 150 Program was established under the Aviation Safety and Noise Abatement Act of 1979 and allows airport operators to voluntarily submit noise exposure maps and NCPs to the FAA for review and approval," Miller said. "An NCP sets forth the measures that an airport operator 'has taken' or 'has proposed' for the reduction of existing incompatible land uses and the prevention of additional incompatible land uses within the area covered by NEMs. Typically, recommended noise abatement measures fall into three categories."

Miller hopes that interested individuals like Suarez and others do attend these events as they unite the community with the immense work that airport staff and personnel are doing to make sure that the airport is maintained and locals around the airport whether they are flying or simply live close by.

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6. **Land lobsters from hell are emerging in Big Bend after summer rains**
7. **Laredo's COVID positives climb with 267 positives, 4 deaths**

"It allows an opportunity for the community to engage with the airport, and if there is open dialog, we can all work for a better balance of life with commerce created from aircraft coming and going," Miller said.

According to Miller, the airport has not just grown in the past year — more flights are now being taken to Mexico and elsewhere along with increased and future programs for extending flights — but passenger numbers have even surpassed pre-pandemic figures.

"The airport is seeing a return to higher than 2019 numbers when it comes to passengers flying," Miller said. "Flights are averaging 90% full."

One area in which the airport has not seen that level of return yet is cargo flights, which Miller states has to do with the auto market.

"We are still seeing cargo traffic lower than 2019 but higher than 2020," Miller said. "We attribute this due to the microchip shortage in auto manufacturing, and I believe we will see a high number of cargo aircraft when the microchips are available to manufactures."

During the event, all attendees were asked to wear face coverings and to follow social distancing safety measures in efforts to prevent the spread of COVID-19 as it has increased in recent weeks locally and in many areas around the country.

The event was held at the City of Laredo Public Works Department Conference Room located at 5512 Thomas Ave.

jorge.vela@lmtonline.com

Written By
Jorge A. Vela

Reach Jorge A. on

Jorge A. Vela is a native Laredoan who studied at Laredo College and Texas State earning a bachelor's degree in mass communication. After a stint of working for several publications, other local media outlets and managing his own tutoring business for years, Vela decided to get back into journalism by working as a general assignments reporter for the Laredo Morning Times. He loves spending time with la familia, soccer, cooking and jamming out

VIEW COMMENTS

9:53

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TUESDAY, JULY 27, 2021
PUBLIC MEETING/ OPEN HOUSE

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Laredo International Airport is hosting a public meeting/open house to allow the public to learn about the update of the Noise Exposure Maps (NEMs). The NEMs are in compliance with Federal Aviation Regulations (FAR) Part 150 Noise and Land Use Compatibility Study. Consultants and Airport staff will be on hand to discuss the NEMs as well as listen to any concerns you may have regarding aircraft noise.

LAREDO INTERNATIONAL AIRPORT

Attendees of the public meeting/open house will learn of the NEM process, the technical analyses completed to date, and will be able to review draft NEMs for the Airport

These NEMs are developed based on aircraft operations occurring at the Airport today, as well as on forecast operations five years in the future.

Based on public input and additional technical analysis, the NEMs will be further refined and submitted to the Federal Aviation Administration (FAA) for acceptance.

This will be followed by the updating of the Noise Compatibility Program (NCP) for the Airport, when potential noise compatibility measures will be evaluated.

07/27/2021
5:30 p.m. to 7:00 p.m. CDT
Presentation at 6:00p.m. CDT
City of Laredo
Department of Public Works Conference Room
5512 Thomas Avenue
Laredo, Texas 78041

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officialcityoflaredo ✈️ Join us for our open house/public meeting on Tuesday, July 27, 2021 to learn more about the Noise Exposure Maps!

✈️ ¡Acompáñenos a nuestra reunión pública el martes, 27 de julio del 2021 para obtener más información sobre los Mapas de Exposición al Ruido! ✈️

July 26 · **See Translation**

July 26

officialcityoflaredo

MARTES, 27 DE JULIO DEL 2021

REUNIÓN PÚBLICA

Actualización de los Mapas de Exposición al Ruido
El Aeropuerto Internacional de Laredo está organizando una reunión pública para permitir que el público conozca la actualización de los Mapas de Exposición al Ruido. Los Mapas de Exposición al Ruido estan en cumplimiento con las Regulaciones Federales de Aviación (FAR) Parte 150 Estudio de Compatibilidad de el Ruido y Uso del Suelo. Los consultores y el personal del aeropuerto estarán disponibles para discutir los Mapas de Exposición de el Ruido y para escuchar sus comentarios o preocupaciones respecto al ruido que provocan los aviones.

LAREDO INTERNATIONAL AIRPORT

Los asistentes a la reunión pública conocerán el proceso de formulación de los Mapas de Exposición al Ruido, análisis técnicos completados hasta la fecha y podrán revisar los borradores de los Mapas de Exposición al Ruido para el aeropuerto.

Estos Mapas de Exposición de el Ruido se desarrollan en base a las operaciones de aeronaves que ocurren en el aeropuerto hoy y pronosticaron las operaciones cinco años en el futuro.

Los Mapas de Exposicion de el Ruido se perfeccionarán aún más en función de la opinión pública y el análisis técnico adicional y se enviarán a la Administración Federal de Aviación para su aceptación.

A esto le seguirá la actualización del programa de compatibilidad acústica del aeropuerto, cuando seran evaluadas las posibles medidas de compatibilidad acústica.

07/27/2021
5:30 p.m. a las 7:00 p.m. CDT
Presentación a las 6:00p.m. CDT
Ciudad de Laredo
Sala de conferencias del Departamento de Obras Públicas
5512 Thomas Avenue
Laredo, Texas 78041

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REUNIÓN PÚBLICA

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The city is inviting the community to be a part of the discussion regarding noise made by aircrafts.

KGNS.TV

Airport to hold Noise Exposure Maps Meeting

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NOTICE OF PUBLIC SALE

Notice of Public Sale of property to satisfy landlord's lien under chapter 59 of the Texas property code law. The sale will take place for **Stor More Industrial 1506 Industrial Blvd. Laredo, Texas 78041**. Online at

The auction will end at 11:00 am or Thereafter on Tuesday, March 1, 2022. Property will be sold to the highest bidder for cash. If bidder does not pay in allotted time, the property will go the 2nd highest bidder. Payment will be accepted only at the facility at 1506 Industrial Blvd. proceeding the end of the on-line auction. Cleanup & removal deposit is required. Seller reserves the right to withdraw property from the sale. All units include household items & misc. items unless otherwise noted:

A Paige, Irma Tapia Lopez, Julian Blanco, Asencion Briseno3

Tenants have the right to redeem the contents at any time prior to the Sale. The public is invited to bid

L-45

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Legals/Public Notices | Legals/Public Notices

Laredo International Airport (LRD) hosted a public meeting/ open house on July 27, 2021 and presented Noise Exposure Maps (NEMs) associated with operations at LRD. The NEMs have been revised and LRD is hosting another public meeting/open house to allow the public to learn about revisions to the NEMs. The NEMs are in compliance with Federal Aviation Regulations (FAR) Part 150 Noise and Land Use Compatibility Study. Consultants and LRD staff will be on hand to discuss the revised NEMs as well as listen to any concerns you may have regrading aircraft noise.

Public Meeting/Open House
Wednesday, March 16, 2022
5:30p.m. to 7:00p.m. CST
Presentation at 6:00p.m. CST
Joe A. Guerra Laredo Public Library
1120 Calton Road, Laredo, TX 78041

Attendees of the public meeting/open house will learn about the NEM process, the technical analysis completed to date, and will be able to review the revised draft NEMs for LRD. These NEMs are developed based on aircraft operations occurring at the Airport today, as well as on forecast operations five years in the future. Based on public input and additional technical analysis, the NEMs will be further refined and submitted to the Federal Aviation Administration (FAA) for acceptance. This will be followed by the updating of the Noise Compatibility Program (NCP) for the Airport, when potential noise compatibility measures will be evaluated.

L-32

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Laredo Morning Times
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Laredo International Airport (LRD) hosted a public meeting/ open house on July 27, 2021 and presented Noise Exposure Maps (NEMs) associated with operations at LRD. The NEMs have been revised and LRD is hosting another public meeting/open house to allow the public to learn about revisions to the NEMs. The NEMs are in compliance with Federal Aviation Regulations (FAR) Part 150 Noise and Land Use Compatibility Study. Consultants and LRD staff will be on hand to discuss the revised NEMs as well as listen to any concerns you may have regrading aircraft noise.

Public Meeting/Open House
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L-32

***Excerpt from Yellow Pages from previous page**

4:37

City of Laredo - Government

Posts About Photos Mentions

📌 Wednesday, March 16, at the Laredo Public Library, 1120 E. Calton Rd., from 5:30 PM to 7:00 PM

Laredo International Airport - LRD is in **Laredo, Texas.**
Mar 15 ·

Make sure to attend the Public Meeting on Noise Exposure Map revisions TOMORROW March 16th! ✈️ Staff and consulta... See More

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Laredo International Airport hosts noise exposure maps meeting

By Alex Cano
Published: Mar. 16, 2022 at 5:40 PM CDT

LAREDO, Tex. (KGNS) - Laredo International Airport officials will discuss revisions to the noise exposure maps in a meeting on Wednesday, March 16. They say these maps is updated every other couple of years.

For those who live around the airport, you can apply to the Noise Abatement Program. That program consists of either soundproofing your home or buying the air space where you live.

If you're interested in learning more about the program, you can sign up for the meeting. Gilbert Sanchez, the airport's interim director says, "every five years, we have this meeting to update the noise maps. This is the time for you to express all of your concerns if you live in the affected area. So this might be a good time for you to know about the program."

The meeting is scheduled for March 16 from 5:30 p.m. to 7 p.m. at the Laredo Public Library located at 1120 Calton Road. If you can't make it out, you can reach the Laredo Municipal Housing Department who manages the program at their number, 956-795-2320.

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4:37

noise exposure

All Posts People Groups Photos Vic

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KGNS- TV 8
Mar 16 ·

If you live by the airport and noise is an issue, you might want to join a meeting that's happening right now.

KGNS.TV
Laredo International Airport hosts noise exposure maps meeting

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Victoria Mendez

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4:35 LTE

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Mar 3 ·

Make sure to attend the Public Meeting on Noise Exposure Map revisions March 16th! ✈️ Staff and consultants will be available to answer any questions you may have. 😊

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Laredo International Airport - LRD is in **Laredo, Texas.**
Mar 15 ·

Make sure to attend the Public Meeting on Noise Exposure Map revisions TOMORROW March 16th! ✈️ Staff and consultants will be available to answer any questions you may have. 😊

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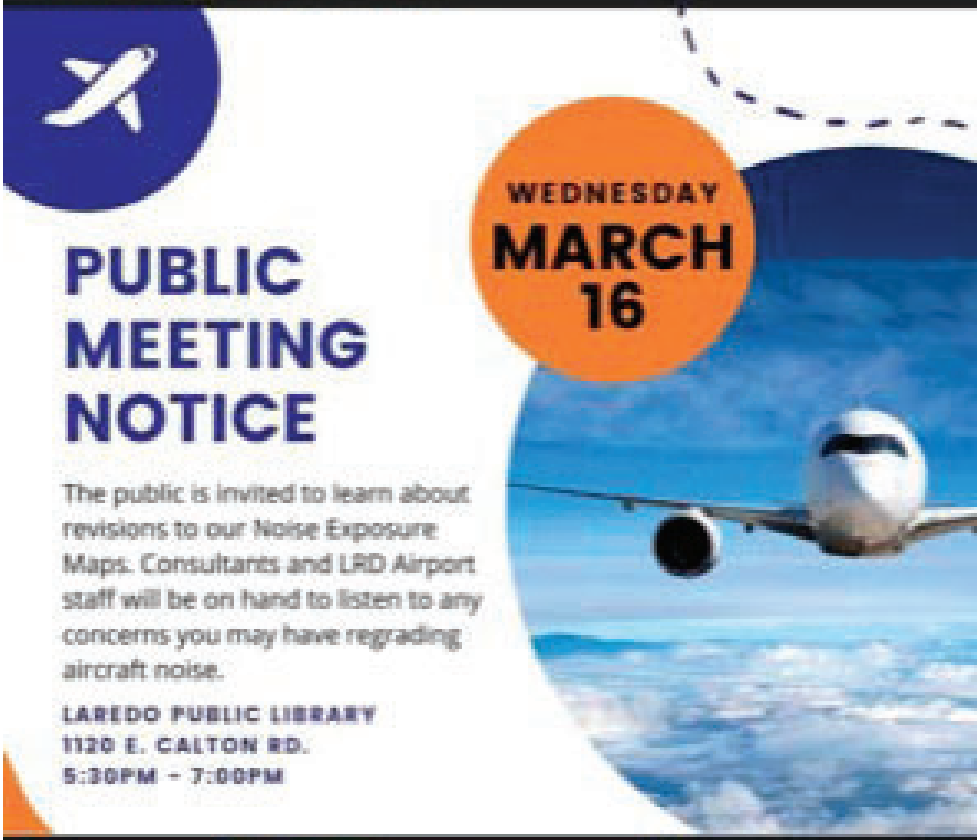

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APPENDIX B.2

PUBLIC COMMENTS AND RESPONSE TO COMMENTS

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B.2.1. INTRODUCTION

This Appendix contains a list of 34 comment submissions concerning the draft Noise Exposure Maps (NEMs) accrued from both the first 30-day comment period (July 27, 2021 through August 26, 2021) and the second 30-day comment period (March 16, 2022 through April 15, 2022) and the responses to those comments.

Following this introduction, **Appendix B.2.2** provides a list of commenters grouped by agencies, organizations, and general public for the first and second public meetings. Within the groupings, commenters are organized in alphabetical order.

Appendix B.2.3 contains copies of comments received during the first comment period and responses to those comments. **Appendix B.2.4** contains copies of comments received during the second comment period and responses to those comments. Commenters provided these comments in oral, written, and electronic formats. Each written comment is presented as it was received by the FAA and any misspellings have not been corrected. Each written comment is numbered in the margin of the comment letter, written submission, or the comments taken from the virtual/in-person public meetings. The responses to all the comments follow the comment letter, website submission, or comments taken from the virtual/in-person public meeting. Following each comment submission, responses to each of the comments are provided.

B.2.2. LIST OF COMMENTERS

TABLE B-1
LIST OF COMMENTERS – FIRST COMMENT PERIOD

Commenter Number	Name	Affiliation	Date	Submission Type
Public				
P-1	Julio Garcia		7/27/2021	Public Meeting
P-2	Perla Garza		8/6/2021	Email
P-3	Roberto Francisca Gonzalez		8/25/2021	Email
P-4	Leopoldo Rodriguez Jr.		8/4/2021	Email

Sources: RS&H, 2022.

TABLE B-2
LIST OF COMMENTERS – SECOND COMMENT PERIOD

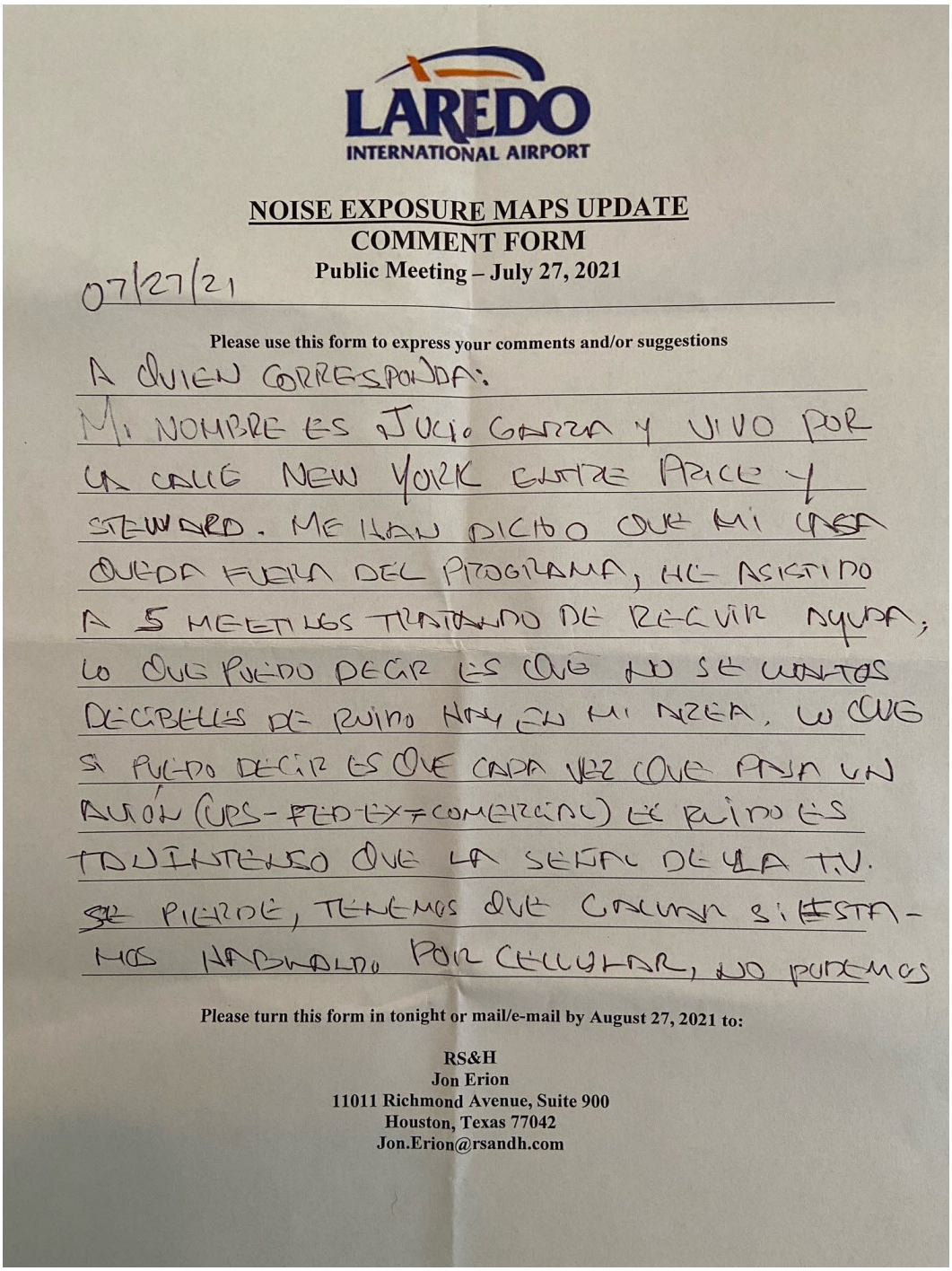
Commenter Number	Name	Affiliation	Date	Submission Type
Public				
P-5	Anonymous		3/16/2022	Public Meeting Comment
P-6	Kimberly S. Bautista		4/4/2022	Email
P-7	Neida Estringel		4/12/2022	Email
P-8	Magaly Flores		3/29/2022	Email
P-9	Rosie Hickle		3/16/2022	Public Meeting Comment

Commenter Number	Name	Affiliation	Date	Submission Type
P-10	Daniel Garcia		3/21/2022	Email
P-11	Edy F. and Maria G. Garcia		3/16/2022	Email
P-12	Ruben Gomez		4/15/2022	Email
P-13	Maria Gonzalez		3/18/2022	Email
P-14	Maria Gonzalez		3/22/2022	Email
P-15	Raymundo and Diana Gonzalez		3/17/2022	Email
P-16	Robert Gonzalez		3/16/2022	Email
P-17	Alejandra Guerra		3/22/2022	Email
P-18	Eduardo and Serena Gutierrez		4/12/2022	Email
P-19	Myrna O. Guzman		3/16/2022	Public Meeting Comment
P-20	Denise Huerta		4/13/2022	Email
P-21	Carlos Luna		4/14/2022	Email
P-22	Amy Martinez		3/22/2022	Email
P-23	Gerardo and Petra Martinez		4/20/2022	Email
P-24	Corina Melendez		4/14/2022	Email
P-25	Rosalinda Montemayor		4/12/2022	Email
P-26	Alicia Orfila		4/23/2022	Email
P-27	Maria Sylvia Ortiz		3/16/2022	Public Meeting Comment
P-28	Rogelio Ortiz		4/12/2022	Email
P-29	PM		3/16/2022	Public Meeting Comment
P-30	Nayra Rangel		4/5/2022	Email
P-31	Arturo Rodriguez		3/19/2022	Email
P-32	Ruben and Pat Vela		3/28/2022	Email
P-33	Hilda Villarreal		3/23/2022	Email
P-34	Michael York		3/29/2022	Email

Sources: RS&H, 2022.

B.2.3. COMMENTS AND RESPONSES TO COMMENTS – FIRST PUBLIC MEETING

Commenter P-1
Julio Garcia
Original Comment:



LAREDO
INTERNATIONAL AIRPORT

NOISE EXPOSURE MAPS UPDATE
COMMENT FORM
Public Meeting – July 27, 2021

07/27/21

Please use this form to express your comments and/or suggestions

A QUIEN CORRESPONDA:
MI NOMBRE ES JULIO GARZA Y VIVO POR LA CALLE NEW YORK ENTRE APICE Y STEWARD. ME HAN DICHO QUE MI CASA QUEDA FUERA DEL PROGRAMA, HE ASISTIDO A 5 MEETINGS TRATANDO DE RECIBIR AYUDA; LO QUE PUEDO DECIR ES QUE NO SE CUANTOS DECIBELES DE RUIDO HAY EN MI AREA, LO QUE SI PUEDO DECIR ES QUE CADA VEZ QUE PASA UN AVION (UPS-FED-EX-COMERCIAL) ES RUIDO ES TAN INTENSO QUE LA SEÑAL DE LA T.V. SE PIERDE, TENEMOS QUE GRITAR SI ESTAMOS HABLANDO POR CELULAR, NO PODEMOS

Please turn this form in tonight or mail/e-mail by August 27, 2021 to:

RS&H
Jon Erion
11011 Richmond Avenue, Suite 900
Houston, Texas 77042
Jon.Erion@rsandh.com

LAREDO
INTERNATIONAL AIRPORT

NOISE EXPOSURE MAPS UPDATE
COMMENT FORM
Public Meeting – July 27, 2021

Please use this form to express your comments and/or suggestions

SEGUIR UNA CONVERSACION SI ESTAMOS AFUERA DE LA CASA, MI PERRO SE VUELVE LOCO CON EL RUIDO Y MIS NIETAS CORREN HACIA ADENTRO POR TEMOR AL INTENSO RUIDO.

ESPERO QUE PODAMOS RECIBIR LA AYUDA PARA SOPORTAR ESTA SITUACIÓN.

LOS INVITO! A QUE VENGAN A MI CASA Y COMPRUEBEN LO QUE ESTOY DICIENDO. ESTA ES MI DIRECCIÓN 2819 E PRICE REAR QUIEN QUIERES:

JUCO GARZA

Please turn this form in tonight or mail/e-mail by August 27, 2021 to:

RS&H
Jon Erion
11011 Richmond Avenue, Suite 900
Houston, Texas 77042
Jon.Erion@rsandh.com

Commenter P-1 English Translation:
"To whom it may concern:

My name is Julio Garza and I live by New York Street between Price and Steward. They have told me that my house is outside the program, I have attended 5 meetings trying to get help; what I can say is that I don't know how many decibels of noise are in my area. What I can say is that each time an airplane flies by (UPS-FEDEX- Commercial) the noise is so intense that I loose TV signal, we have to quiet down if we are talking over the cellphone, we cannot keep a conversation if we are outside the house, my dog goes crazy with the noise and my granddaughters run inside the house because they are terrified of the intense sound. 1

I hope we can receive help to put up with the situation. I invite you! to come to my house and prove what I'm saying. This is my address 2819 E. Price Rear."

Please advise:

Julio Garza.

Response to Commenter P-1

1. The commenter's statement regarding aircraft noise is acknowledged. The draft NEMs will be sent to the FAA for approval. Upon approval, the City of Laredo will move onto the NCP phase of the study and determine which properties are eligible to be included.

Commenter P-2
Perla Garza

From: Perla Garza
To: Erion, Jon
Subject: Noise Abatement - 2819 E Price
Date: Friday, August 6, 2021 11:30:34 AM
Attachments: Noise Abatment Map.docx

Good afternoon,

As per the meeting that was held we were told to send our comments regarding the issue of the airplanes. We were told that our home is in range of the needed help provided.In addition, the airplanes that are passing are MORE bigger and louder my concerns are that my nieces for that matter have grown scared when they pass that they rush inside or cover their ears, when we are in a phone call given that sometimes it is a important doesn't matter if we are inside or outside we need to pause and wait for the airplane to pass to continue our call. Another factor is that our windows and doors shake and there are some cracks inside and outside our home due to many planes passing by our home throughout the years also our car's alarm turns on day time or night time, we lose signal on our wifi or satellite at home. The airplanes that are in motion constantly are getting bigger and louder and I understand that the airport is growing and that great. I understand you and your team are working efficiently in helping us in every way possible. If you are in need of any videos or pictures of the airplanes passing by please notify me and I can email them to you. Thank you and I hope to hear from you very soon to provide us with some help. 1

Response to Commenter P-2

1. The commenter's statement regarding larger and louder aircraft is acknowledged. The draft NEMs will be sent to the FAA for approval. Upon approval, the City of Laredo will move onto the NCP phase of the study and determine which properties are eligible to be included.

Commenter P-3
Roberto Francisca Gonzalez

From: Roberto Gonzalez Jr.
To: Erion, Jon
Subject: 2919 East Plum Street
Date: Wednesday, August 25, 2021 1:39:41 PM

Good afternoon,

Back in July I attended a meeting that the City of Laredo had with regards to increasing the FAA noise abatement in our area. I would like to say that I support the increase to include the area where I live. I've lived on 2919 E. Plum St for the better part of 16 years. In those years we have endured the constant fly over of multiple sized planes from domestic, private and even military. 1

The City of Laredo sponsors an air show every year at the airport. One year in particular I was working in my backyard on the day of the air show, as we noticed a plane coming near to us, and as it passed that's when my wife and I smelled some type of fumes, she asked if I knew what was the smell was and told her that it's jet fumes from the bomber participating in the air show.

On other occasions domestic and cargo flites can be heard landing and taking off at all hours of the day, even on Sundays. Visitors to my home often ask "How can you sleep, stand the constant noise?", my response would always be, "That's nothing, they fly so low that sometimes we can see the pilot and wave to them". 2

Recently large cargo planes like UPS and FedEx, can be heard leaving the airport, so much so that that's how I can tell that it's 8am (FedEx), UPS usually leaves around 5:30pm.

What really bothers me and my dogs is when military jets land, fly over, leave the airport. Sometimes they do this all day long. (Insert angry face here).

We love the area but the constant noise is terrible. For about 10 years I've been in contact with the necessary department for the City of Laredo and constantly asking when they thought the FAA would include our area to fix this recurring noise problem. We hope that this is the year we finally get a response and that something will be done to at least lower the noise by offering repair to our home so that we can enjoy many more years living in our house and in the area.

Should you have any questions or concerns, I'm including my contact info for your use. Thank you for your attention in this matter.

Roberto Francisca Gonzalez
956-763-4870 / 956-206-7142

Roberto Gonzalez, Jr.
D & J Alexander Development, LLC
1302 Calle del Norte, Suite 1
Laredo, Texas 78041
T 956.725.2551 F 956.725.3319

Response to Commenter P-3

1. The commenter's statement regarding jet fumes is acknowledged. Air quality emissions are outside the scope of this NEM Update.

2. The commenter's statement regarding aircraft noise is acknowledged. The draft NEMs will be sent to the FAA for approval. Upon approval, the City of Laredo will move onto the NCP phase of the study and determine which properties are eligible to be included.

Commenter P-4
Leopoldo Rodriguez Jr.

From: Leo
To: Erion, Jon
Subject: Noise Exposure Maps Update
Date: Wednesday, August 4, 2021 8:22:45 AM
Importance: High

Good morning Mr. Erion, Jon I am writing about the Public Meeting that was held on July 27, 2021. I am a concern citizen that wish to express my comments on your latest Noise Exposure Maps Update. I live on the 3100 block of Guerrero Street, and my house falls right under the flight pattern of one of the runways used by the Laredo International Airport. After seeing your Future Draft Noise Exposure Map, I notice that my house falls one block south of the designated noise contour. I believe that your future noise exposure map needs to be revisited because I believe that the noise contour area should be expanded to include my block and additional 3100 blocks south of me. I had wished to enclose images of some of the aircraft's landings for your reference, but my email server does not allow them because the files are too big. The noise levels at times become unbearable and therefore I believe your contours should be extended. Should you or your staff need additional information or images that include military aircrafts, please let me know. As always, thank you coming to Laredo and allowing us to provide you with our comments. Best regards, **Leopoldo Rodriguez Jr . - 3117 Guerrero Street – Laredo, TX – 78043 – rdz73@stx.rr.com -956.334.6623.**

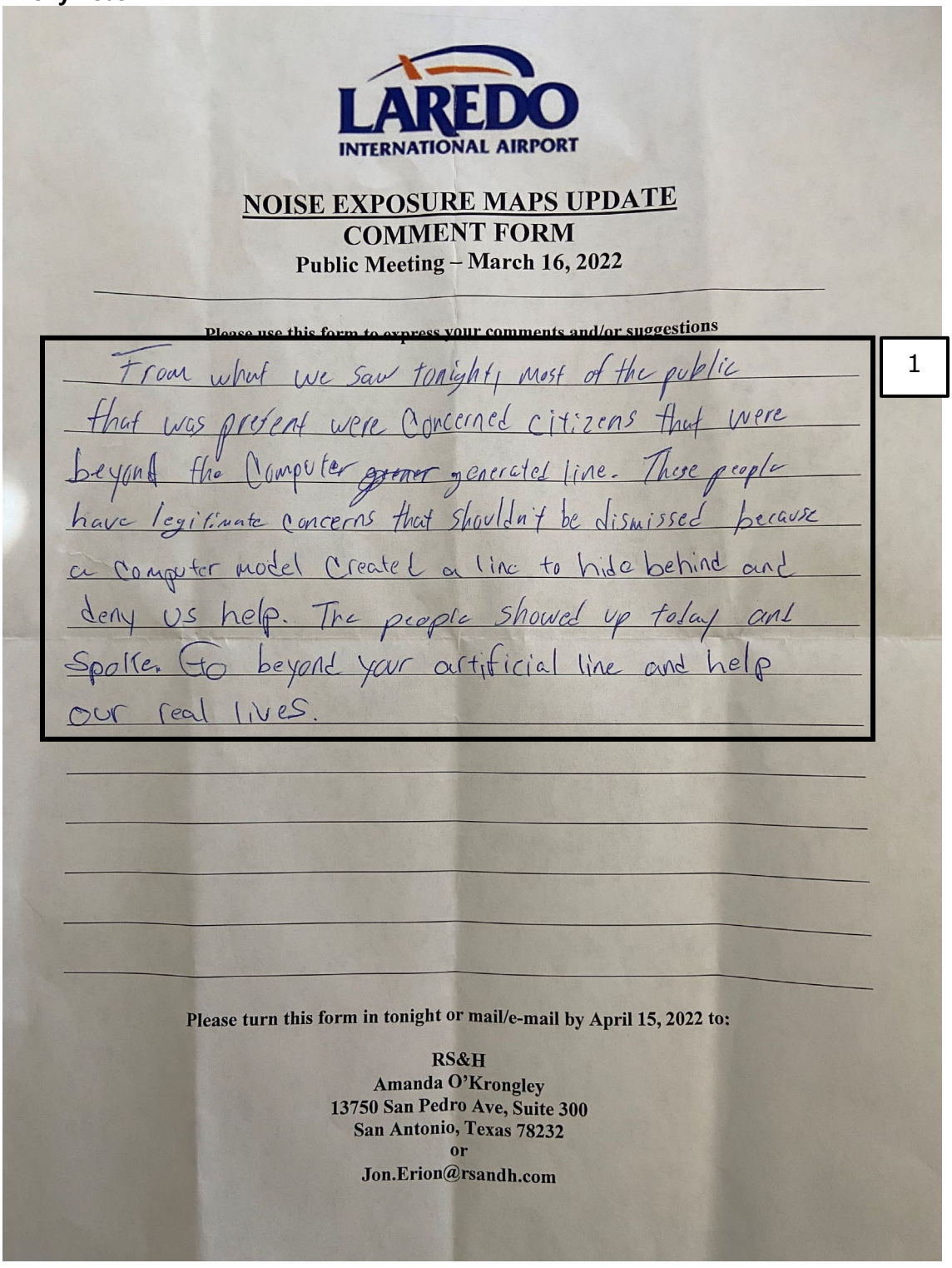
1

Response to P-4

1. The commenter's statement regarding expanding the NCP is acknowledged. The draft NEMs will be sent to the FAA for approval. Upon approval, the City of Laredo will move onto the NCP phase of the study and determine which properties are eligible to be included.

B.2.4. COMMENTS AND RESPONSE TO COMMENTS – SECOND PUBLIC MEETING

Commenter P-5
Anonymous



LAREDO
INTERNATIONAL AIRPORT

NOISE EXPOSURE MAPS UPDATE
COMMENT FORM
Public Meeting – March 16, 2022

Please use this form to express your comments and/or suggestions

From what we saw tonight, most of the public that was present were concerned citizens that were beyond the Computer ~~gener~~ generated line. These people have legitimate concerns that shouldn't be dismissed because a computer model created a line to hide behind and deny us help. The people showed up today and spoke. Go beyond your artificial line and help our real lives.

1

Please turn this form in tonight or mail/e-mail by April 15, 2022 to:

RS&H
Amanda O'Krongley
13750 San Pedro Ave, Suite 300
San Antonio, Texas 78232
or
Jon.Erion@rsandh.com

Response to Commenter P-5

1. The commenter's statement regarding residents outside the contour boundary lines is acknowledged. The draft NEMs will be sent to the FAA for approval. Upon approval, the City of Laredo will move onto the NCP phase of the study and determine which properties are eligible to be included.

Commenter P-6
Kimberley S. Bautista

LAREDO INTERNATIONAL AIRPORT

NOISE EXPOSURE MAPS UPDATE
COMMENT FORM
Public Meeting – March 16, 2022

Please use this form to express your comments and/or suggestions

Attention committee: I am currently a resident of The Boardwalk at Alexander at 107 Fritz Leiber Dr. Laredo TX 78041. I have recently inquired about the noise abatement program that was mentioned on our local news, making reference, specifically to the neighborhood where i reside. The news offered a phone number where we could obtain information for assistance, such as, sound proofing our home and/or even buy outs. To my surprise, the representative at the airport office Ms. Victoria Dominguez has informed some of the residents that "WE" the residents of Boardwalk do not qualify for the program and hence there is no relief for our homes because the builder of this neighborhood, KRK, has applied for this program on "our behalf". Since the extreme noise of cargo airplanes, jets, including passenger planes is extremely loud and fly very low, this information is disturbing to learn. The rattling of the windows, the rumbling of the planes and the traction of the plane's landing tires are all heard and startle us at all hours. The representative added that neither the builder nor the title company disclosed this "opt out" information in our closing documents. We were informed to contact our State Congressman Henry Cuellar, considering he is involved with FAA plans for a possible relief. Legal action is also what the residents are considering. I as well as other residents with whom I have discussed and shared, feel that the builder has failed to disclose information that could otherwise have swayed our decision to purchase. Therefore I believe the builder as well as the title company have acted in a manner convenient to them at a very high cost to the resident. Thank you for your prompt attention to this matter.

1

Please turn this form in tonight or mail/e-mail by April 15, 2022 to:

RS&H
Amanda O'Krongley
13750 San Pedro Ave, Suite 300
San Antonio, Texas 78232
or
Jon.Erion@rsandh.com

Response to Commenter P-6

1. The commenter's statement regarding program eligibility and noise of aircraft is acknowledged. The draft NEMs will be sent to the FAA for approval. Upon approval, the City of Laredo will move onto the NCP phase of the study and determine which properties are eligible to be included.

Commenter P-7
Neida Estringel

Neida Estringel

405 Glen Cook Drive

Laredo, Texas 78040

(956) 206-7595

Re: Comments on Noise Exposure

March 23, 2022

My concerns regarding the noise exposure in my home:

The noise from almost every plane that flies over my home is extreme. With many of those planes,

- Windows rattle.
- The noise is so loud that if I am conversing or am on the phone, I have to stop because I cannot hear the person talking to me.
- If I am watching television, I miss out on some of what is said for few seconds
- If I happen to be outside, my ears ring and my chest feels a shock. I know nothing can be done with his one, but I am just writing this statement to explain how the noise can be.

These comments may seem exaggerated, but they are not.

Please help resolve this problem or alleviate it if possible.

Thank you, for your attention.

1

Response to Commenter P-7

1. The commenter's statement regarding aircraft noise is acknowledged. The draft NEMs will be sent to the FAA for approval. Upon approval, the City of Laredo will move onto the NCP phase of the study and determine which properties are eligible to be included. The draft NEMs will be sent to the FAA for approval. Upon approval, the City of Laredo will move onto the NCP phase of the study and determine which properties are eligible to be included.

Commenter P-8
Magaly Flores

Jon Erion
Aviation Planner
11011 Richmond Ave, Suite 900, Houston, TX 77042
O 713-914-4459 | M 513-509-6947

From: magaly martinez <maggie1225us@yahoo.com>
Sent: Tuesday, March 29, 2022 4:22 PM
To: Erion, Jon <Jon.Erion@rsandh.com>
Subject: Noise/shiloh

To whom it may concern

Hello my name is Magaly Flores and live in the shiloh area (1612 kingwood dr, Laredo tx 78045). I was hoping that our area would be considered as part of the area that gets assistance due to the noise the airplane make during landings. We've lived in the area for maybe 12 years and I want to say maybe the past 2 years the airplanes pass incredibly low. They pass so low that it wakes us up in the middle of the night. The noise is so loud it feels like it's right on top of our roof. Please consider this area!!! 1

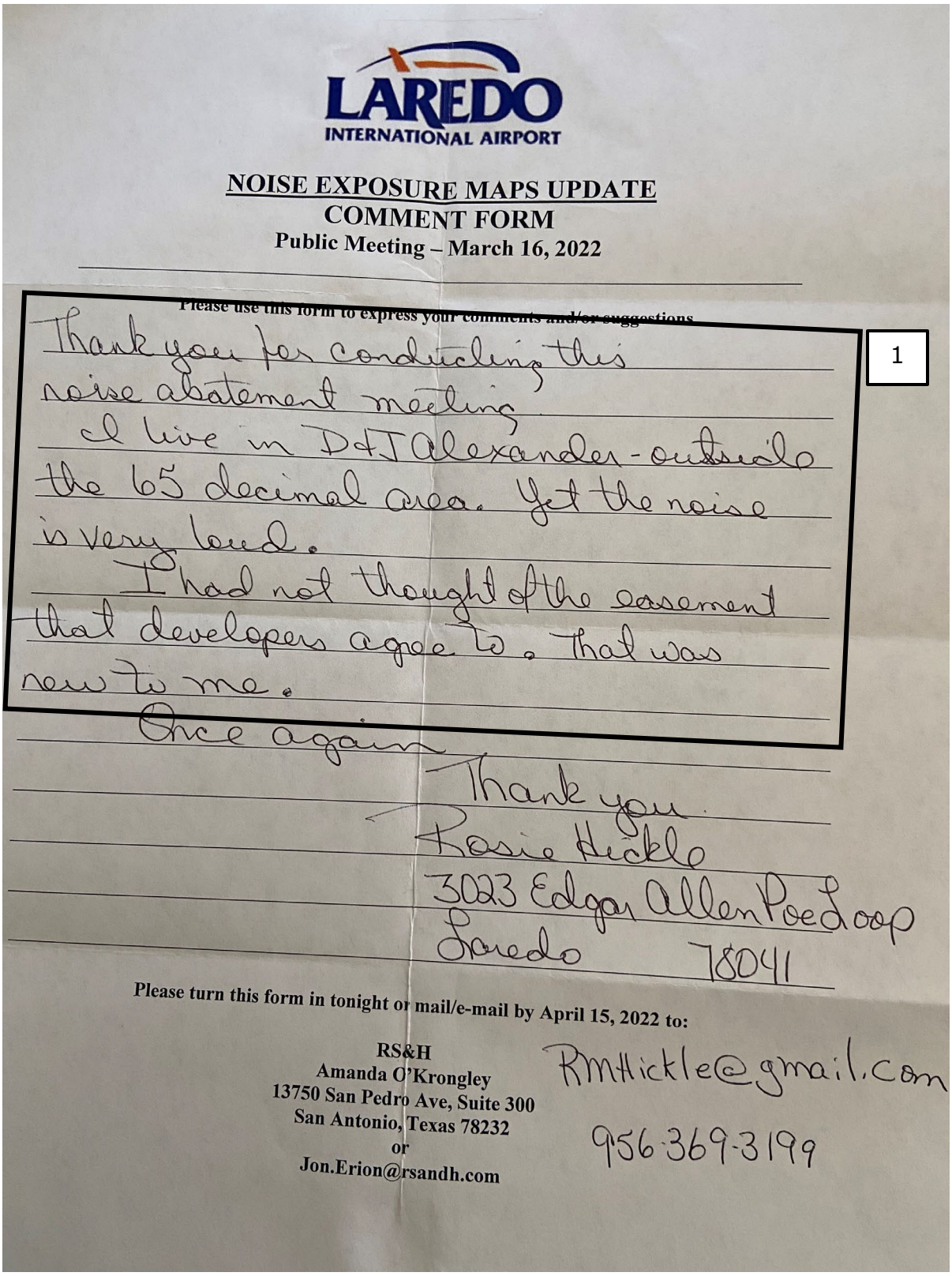
Thank you,
Magaly Flores

Sent from Yahoo Mail on Android

Response to P-8

1. The commenter's statement regarding aircraft noise is acknowledged. The draft NEMs will be sent to the FAA for approval. Upon approval, the City of Laredo will move onto the NCP phase of the study and determine which properties are eligible to be included.

Commenter P-9
Rosie Hickle



LAREDO INTERNATIONAL AIRPORT

NOISE EXPOSURE MAPS UPDATE
COMMENT FORM
Public Meeting – March 16, 2022

Please use this form to express your comments and/or suggestions

1

Thank you for conducting this noise abatement meeting.
I live in D+J Alexander - outside the 65 decimal area. Yet the noise is very loud.
I had not thought of the easement that developers agree to. That was new to me.
Once again Thank you.

Rosie Hickle
3023 Edgar Allen Poe Loop
Laredo 78041

Please turn this form in tonight or mail/e-mail by April 15, 2022 to:

RS&H
Amanda O'Krongley
13750 San Pedro Ave, Suite 300
San Antonio, Texas 78232
or
Jon.Erion@rsandh.com

RMHickle@gmail.com
956-369-3199

Response to Commenter P-9

1. The commenter's statement regarding aircraft noise is acknowledged. The draft NEMs will be sent to the FAA for approval. Upon approval, the City of Laredo will move onto the NCP phase of the study and determine which properties are eligible to be included.

Commenter P-10
Daniel Garcia

Jon Erion
Aviation Planner
11011 Richmond Ave, Suite 900, Houston, TX 77042
O 713-914-4459 | M 513-509-6947

From: Danny Garcia <danny_garcia85@yahoo.com>
Sent: Monday, March 21, 2022 2:00 PM
To: Erion, Jon <Jon.Erion@rsandh.com>
Subject: Noise Abatement Laredo

To whom it may concern,

I was told that my home is not included in the current map for assistance. I m not sure as to the criteria used nor its collection but, I can assure you that the different planes,jets that fly over my home have become unbearable at times. There are times that it so loud that we cannot eve hear each other speak.
It is quite bothersome and I would hope that you would reconsider my area. 1

Thank you,
Daniel Garcia

5213 Southlake Dr
Laredo, Texas 78043

Sent from Mail for Windows

Response to P-10

1. The commenter's statement regarding aircraft noise is acknowledged. The draft NEMs will be sent to the FAA for approval. Upon approval, the City of Laredo will move onto the NCP phase of the study and determine which properties are eligible to be included.

Commenter P-11
Edy and Maria Garcia

LAREDO
INTERNATIONAL AIRPORT

NOISE EXPOSURE MAPS UPDATE
COMMENT FORM
Public Meeting - March 16, 2022

Please use this form to express your comments and/or suggestions

1

We are respectfully submitting this form: Our names are Edy F. Garcia and Maria G. Garcia. We have been living at 2801 E. Price St. since 1986. We have had problems with the airplane related noise, We are having problems whenever we are outside, the noise is sometimes unbearable for the whole family. Some nights, the noise of airplanes taking off or landing is so strong that we wake up and have a hard time going back to sleep, this can be at any hour of the night…. In some cases our house, (wood Frame) shakes, it is a scary feeling…. We have replaced the roof with metal sheets and that help, but it only helped a little, the noise is still almost unbearable to say the least, enough to wake us up, enough to interrupt our conversations…. We are asking from you to please consider the expansion of the noise abatement map to include our address. We are willing to consider all the options (if any) available for us.

Thank you for taking the time to read this letter and for all your kind and courteous attention to this matter.

Sincerely,

Edy F Garcia and Maria G Garcia

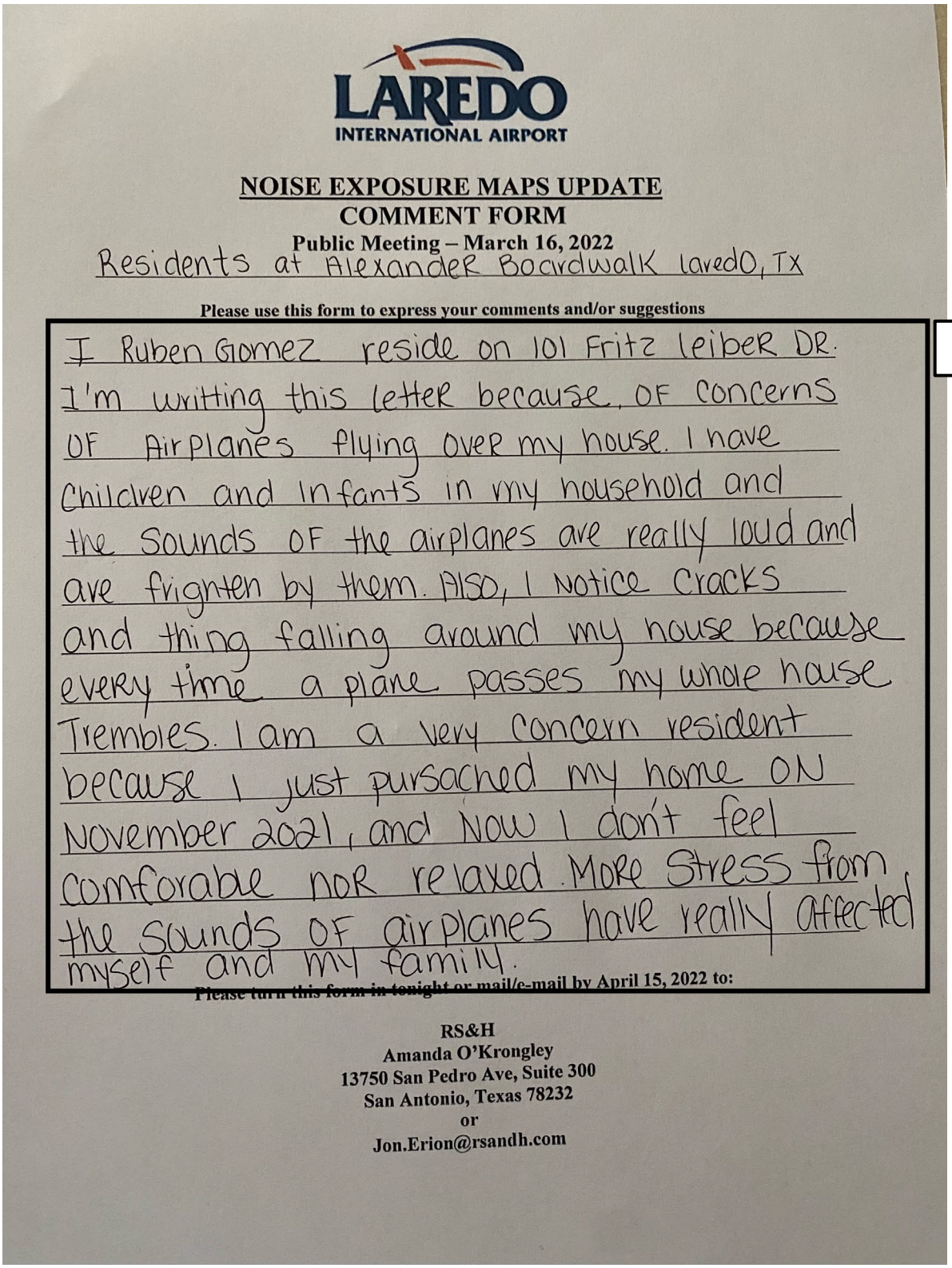
Please turn this form in tonight or mail/e-mail by April 15, 2022 to:

RS&H
Amanda O'Krongley
13750 San Pedro Ave, Suite 300
San Antonio, Texas 78232
or
Jon.Erion@rsand h.com

Response to P-11

1. The commenter's statement regarding aircraft noise and expansion of the noise abatement program is acknowledged. The draft NEMs will be sent to the FAA for approval. Upon approval, the City of Laredo will move onto the NCP phase of the study and determine which properties are eligible to be included.

Commenter P-12
Ruben Gomez



LAREDO
INTERNATIONAL AIRPORT

NOISE EXPOSURE MAPS UPDATE
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Residents at Alexander Boardwalk Laredo, Tx

Please use this form to express your comments and/or suggestions

I Ruben Gomez reside on 101 Fritz Leiber DR. I'm writting this letter because of concerns of Airplanes flying over my house. I have Children and Infants in my household and the sounds of the airplanes are really loud and are frighten by them. Also, I notice cracks and thing falling around my house because every time a plane passes my whole house Trembles. I am a very concern resident because I just pursached my home on November 2021, and Now I don't feel comforable nor relaxed. More Stress from the sounds of airplanes have really affected myself and my family.

1

Please turn this form in tonight or mail/e-mail by April 15, 2022 to:

RS&H
Amanda O'Krongley
13750 San Pedro Ave, Suite 300
San Antonio, Texas 78232
or
Jon.Erion@rsandh.com

Response to Commenter P-12

1. The commenter's statement regarding aircraft noise is acknowledged. The draft NEMs will be sent to the FAA for approval. Upon approval, the City of Laredo will move onto the NCP phase of the study and determine which properties are eligible to be included.

Commenter P-13
Maria Gonzalez

Jon Erion
Aviation Planner
11011 Richmond Ave, Suite 900, Houston, TX 77042
O 713-914-4459 | M 513-509-6947

From: Maria Gonzalez <wichagonz@yahoo.com>
Sent: Friday, March 18, 2022 2:24 PM
To: Erion, Jon <Jon.Erion@rsandh.com>
Subject: Noise abatement

We are homeowners in the fly zone area and have tried for over twenty years to receive some compensation to try and soundproof our home. The last survey that was conducted included residences across the street from us but not the south part of the street. It was really disheartening to hear the results of this survey. We now have planes flying directly over our home as late as midnight. Our address is 2917 E Plum, Laredo, Texas 78043 and the property is in our names, Javier and Maria Luisa Gonzalez. We built our home in 1971. With the growth that the airport has had over this time, I have no doubt that we should have been included in the past survey. We call the local noise abatement department periodically and have been assured we will receive a call. It has never happened. 1

SeWent from Yahoo Mail on Android

Response to P-13

1. The commenter's statement regarding aircraft noise and expansion of the noise abatement program is acknowledged. The draft NEMs will be sent to the FAA for approval. Upon approval, the City of Laredo will move onto the NCP phase of the study and determine which properties are eligible to be included.

Commenter P-14
Maria Gonzalez

Jon Erion
Aviation Planner
11011 Richmond Ave, Suite 900, Houston, TX 77042
O 713-914-4459 | M 513-509-6947

From: Maria Gonzalez <wichagonz@yahoo.com>
Sent: Tuesday, March 22, 2022 8:33 PM
To: Erion, Jon <Jon.Erion@rsandh.com>
Subject: Noise Abatement

I have previously messaged you concerning our participation in the Noise Abatement survey. We have been trying for over 20 years to be included for compensation to sell our airspace and somehow soundproof our home and fix other problems caused by the constant vibrations. Oddly enough, in the last survey maybe five years ago, the residents across the street, right in front, qualified and we did not. We have lived here since 1971, our address is 2917 E Plum st., Laredo, Tx. 78045 and the property is owned by Javier and Maria Luisa Gonzalez. Please let us know what we can do since we missed the meeting on the 16th. Thank you for your attention to this matter. 1

Sent from Yahoo Mail on Android

Response to P-14

1. The commenter's statement regarding aircraft noise and expansion of the noise abatement program is acknowledged. The draft NEMs will be sent to the FAA for approval. Upon approval, the City of Laredo will move onto the NCP phase of the study and determine which properties are eligible to be included.

Commenter P-15
Raymundo and Diana Gonzalez

Subject: Request Noise Exposure Maps Update Form

To Ms. Dominguez/ Mr. Erion,

Our names are Raymundo and Diana Gonzalez and we live on 407 John Irving Dr. in the Alexander Boardwalk Subdivision. Our newly constructed home is in the direct path where airplanes land in the Laredo International Airport. When the plane is descending we can literally see the plane clearly and the wheels already lowered to land. The noise when descending and upon landing makes our house walls and windows shutter and tremble. My pets get all scared and believe it when I look up up to the sky I get scared and pray that a plane never will have an accident because our house is directly in their landing path. The noise is especially loud when fighter jets practice their landing and taking off flying patterns, because they fire up their engine and that really makes a loud boom noise ! I'm therefore requesting a form to have it filled out to find out what solutions are available to reduce the noise factor in our house. Please email the form to my email address at dianagonzalez1983@yahoo.com I'm looking forward to hearing from you'll soon. 1

Respectfully,
Raymundo and Diana Gonzalez
407 John Irving Dr.
Laredo, Tx. 78041
956-645-4206

Response to Commenter P-15

1. The commenter's statement regarding aircraft noise is acknowledged. The draft NEMs will be sent to the FAA for approval. Upon approval, the City of Laredo will move onto the NCP phase of the study and determine which properties are eligible to be included.

Commenter P-16
Roberto Gonzalez Jr.

LAREDO
INTERNATIONAL AIRPORT

NOISE EXPOSURE MAPS UPDATE
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Please use this form to express your comments and/or suggestions

I am a resident that lives on 2919 E. Plum Street for the past 17 plus years. I've been after this concern of ours that planes do fly somewhat low and do make alot of noise. I was sad / upset that the last time the maps was updated our section was left out and our neighbors (just 60 feet away) were included! I still hope and will continue to make every effort to fix or find a solution to our ever increasing air traffic in our area. I would hope that just like others in my area will not be forgotten, I support the great work the City is doing to make this happen.

1

Please turn this form in tonight or mail/e-mail by April 15, 2022 to:

RS&H
Amanda O'Krongley
13750 San Pedro Ave, Suite 300
San Antonio, Texas 78232
or
Jon.Erion@rsandh.com

Thank you,
Roberto Gonzalez J

P.S. should you need to contact me. You may do so freely @ (956) 763.4870 or gg@alexdev.com

Response to P-16

1. The commenter's statement regarding aircraft noise and expansion of the noise abatement program is acknowledged. The draft NEMs will be sent to the FAA for approval. Upon approval, the City of Laredo will move onto the NCP phase of the study and determine which properties are eligible to be included.

Commenter P-17
Alejandra Guerra

LAREDO
INTERNATIONAL AIRPORT

NOISE EXPOSURE MAPS UPDATE
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Please use this form to express your comments and/or suggestions

Home location: Summerwind Subdivision. For about 15 years my family has dealt with the noise exposure. My home rattles each time an aircraft flies by, day or night. My children often get scared each time they feel the house shake. we have had to restucco our home due to the cracks caused by all the commotion. If there is anything that can be done to help reduce the noise I would greatly appreciate it.

1

Please turn this form in tonight or mail/e-mail by April 15, 2022 to:

RS&H
Amanda O'Krongley
13750 San Pedro Ave, Suite 300
San Antonio, Texas 78232
or
Jon.Erion@rsandh.com

Response to P-17

1. The commenter's statement regarding aircraft noise is acknowledged. The draft NEMs will be sent to the FAA for approval. Upon approval, the City of Laredo will move onto the NCP phase of the study and determine which properties are eligible to be included.

Commenter P-18
Eduardo and Serena Gutierrez

From: Serena Sons <serena_sons@yahoo.com>
Sent: Tuesday, April 12, 2022 9:37 PM
To: Erion, Jon <Jon.Erion@rsandh.com>
Subject: Noise Exposure Laredo International Airport

To Whom it may concern:

My husband and I moved into our house in 2013. We both went to Nixon High School and grew up in close by areas. Ever since we moved in we have noticed loud airplane noises. I have an autoimmune disease which has me sleeping at random hours. Sometimes I get home exhausted from work and take a nap around 4pm. I'm a light sleeper and any noise wakes me up. I also have a hard time falling to sleep so when I finally fall to sleep and an airplane goes by it wakes me up. Sometimes frustrated from being woken by the airplane noise I will just get up. My husband is not a light sleeper but still wakes up when he hears the airplanes pass. My sleeping habits are causing me headaches. Sometimes the planes pass by closer than other times. I literally feel the walls shake from by bedroom. I'm not sure what can be done to help these issues. 1

Sincerely,
Eduardo and Serena Gutierrez

Home Address:
2413 E Frost
Laredo, TX 78043

Response to Commenter P-18

1. The commenter's statement regarding aircraft noise is acknowledged. The draft NEMs will be sent to the FAA for approval. Upon approval, the City of Laredo will move onto the NCP phase of the study and determine which properties are eligible to be included.

Commenter P-19
Myrna O. Guzman

LAREDO
INTERNATIONAL AIRPORT

NOISE EXPOSURE MAPS UPDATE
COMMENT FORM
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Please use this form to express your comments and/or suggestions

1

My suggestion to the city and FAA is to do a home to home inspection. Try to aid most home owners or direct to financial intuitions that can help aid with the damages, but not programs that one isn't able to sell or lease property, when one has to or needs to.

Myrna O. Guzmán
3101 Galveston St.
Laredo, TX. 78043
956.480.6420
m.olga.guzman13@gmail.com

Please turn this form in tonight or mail/e-mail by April 15, 2022 to:

RS&H
Amanda O'Krongley
13750 San Pedro Ave, Suite 300
San Antonio, Texas 78232
or
Jon.Erion@rsandh.com

Response to Commenter P-19

1. The commenter's statement regarding providing home inspections to assess damage is acknowledged.

Commenter P-20
Denise Huerta

From: Denise Huerta <denisehuerta2020@gmail.com>
Sent: Wednesday, April 13, 2022 3:17 PM
To: Erion, Jon <Jon.Erion@rsandh.com>
Subject: Good Afternoon

To whom it may concern,

Hello, my name is Denise Huerta. I'm the daughter of Carlos Huerta. I am writing this down on behalf of my father, since he is the age of 67 years old and doesn't know how to use electronics that well. We are wondering if anyone can help with our situation due to the noise of the airplanes and jets passing by constantly. My father and I and also my 5 children and my common-law husband live here at this residence 3020 O'kane Street. My father has owned his property for more than 41 years. We have been noticing that the noise and the vibration due to the airplanes and jets passing by constantly has increased. When it comes to the Airshow Festival we know that the jets could be more noisy due to when they are practicing for the show, sometimes it seems like they can be close to the house since our home is a two-story house. We're noticing that our walls have cracks due to the airplane passing by every time feeling like the whole house is shaking and sometimes it could be scary when the planes are very close to our home. Our windows and walls are messed up because of the vibration due to any air flights passing by. We are concern cause the noise of the planes are bother my 2 sons that are diagnose with autism and it bothers their ears when it comes to a planes passing by. My father doesn't want to sell his property, he is looking forward to pass down his property to me also I don't want to sell this property because it means so much this house to me. Was wondering and hoping if anyone can help with the situation and if there is a program that the news mention said that you can help with this situation with the planes. Also my neighbors knows as well that the planes can be lord and a bother passing every most of the time but we know the airport can't be move but at least if we can get some help it would mean a lot.

1

2

3

In case of anything feel free to call at (956)740-5518.
Thank You.

Response to Commenter P-20

1. The commenter's statement regarding aircraft noise is acknowledged.

2. The commenter's statement regarding vibrations and structural damage is acknowledged.

3. The commenter's statement regarding the expansion of the noise abatement program is acknowledged. The draft NEMs will be sent to the FAA for approval. Upon approval, the City of Laredo will move onto the NCP phase of the study and determine which properties are eligible to be included.

Commenter P-21
Carlos Luna

LAREDO
INTERNATIONAL AIRPORT

NOISE EXPOSURE MAPS UPDATE
COMMENT FORM
Public Meeting – March 16, 2022

Please use this form to express your comments and/or suggestions

1

I am a concerned resident from Village Heights that is being affected by the excessive noise from the airplane flying over my house, Yukon Lane, and arriving at the Laredo International Airport. To begin with the airplanes fly over at all times of the day. They pass by from very early in the morning (5:30 am) to late at night. The 5:30 is flight serves as my morning alarm. Moreover, the rumbling noise doesn't let me hold a conversation outdoors because it's impossible to hear. The flight flies so close that it affects the tv signal. In addition, the planes fly over to close that I can see the company logo of the plane (UPS, FEDEX, etc.).

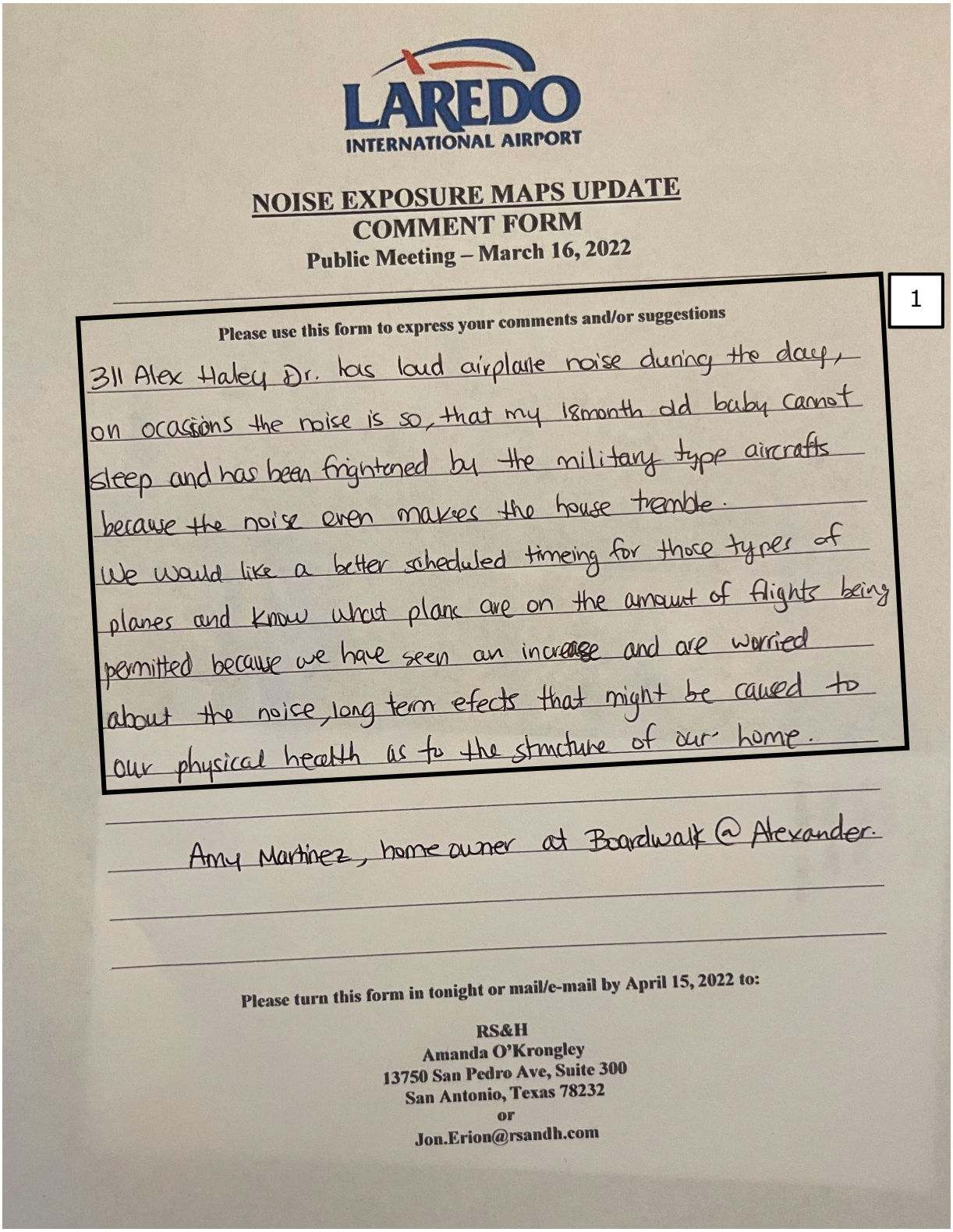
Please turn this form in tonight or mail/e-mail by April 15, 2022 to:

RS&H
Amanda O'Krongley
13750 San Pedro Ave, Suite 300
San Antonio, Texas 78232
or
Jon.Erion@rsandh.com

Response to Commenter P-21

1. The commenter's statement regarding aircraft noise and expansion of the noise abatement program is acknowledged. The draft NEMs will be sent to the FAA for approval. Upon approval, the City of Laredo will move onto the NCP phase of the study and determine which properties are eligible to be included.

Commenter P-22
Amy Martinez



LAREDO
INTERNATIONAL AIRPORT

NOISE EXPOSURE MAPS UPDATE
COMMENT FORM
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1

Please use this form to express your comments and/or suggestions

311 Alex Haley Dr. has loud airplane noise during the day, on ocassions the noise is so, that my 18month old baby cannot sleep and has been frightened by the military type aircrafts because the noise even makes the house tremble. We would like a better scheduled timeing for those types of planes and know what plane are on the amount of flights being permitted because we have seen an increase and are worried about the noise, long term efects that might be caused to our physical health as to the structure of our home.

Amy Martinez, home owner at Boardwalk @ Alexander.

Please turn this form in tonight or mail/e-mail by April 15, 2022 to:

RS&H
Amanda O'Krongley
13750 San Pedro Ave, Suite 300
San Antonio, Texas 78232
or
Jon.Erion@rsandh.com

Response to Commenter P-22

1. The commenter's statement regarding aircraft noise and expansion of the noise abatement program is acknowledged. The draft NEMs will be sent to the FAA for approval. Upon approval, the City of Laredo will move onto the NCP phase of the study and determine which properties are eligible to be included.

Commenter P-23
Gerardo and Petra Martinez

LAREDO

INTERNATIONAL AIRPORT

NOISE EXPOSURE MAPS UPDATE

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Please use this form to express your comments and/or suggestions

We live on 2313 Grisell Dr. NuVision subdivision Laredo, TX. the noise exposure has affected the structure of our homes windows, doors and walls. We moved here from another area that was affected by noise exposure while growing up there it affected our hearing. The sound was so loud that our ears would pop I have a sister and a brother who lost their hearing. I never thought I had moved so much closer to the airport. While our home here is much better insulated, the noise still affects us.

1

Thank you,

Gerardo & Petra Martinez

Response to Commenter P-23

1. The commenter's statement regarding aircraft noise is acknowledged. The draft NEMs will be sent to the FAA for approval. Upon approval, the City of Laredo will move onto the NCP phase of the study and determine which properties are eligible to be included.

Commenter P-24
Corina Melendez

LAREDO
INTERNATIONAL AIRPORT

NOISE EXPOSURE MAPS UPDATE
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Please use this form to express your comments and/or suggestions

Our names are Rourke and Corina Melendez.
We live at 2402 E. Lyon in Laredo, Texas. We implore you to consider extending the boundaries for the Noise Abatement Program as the noise of the airplanes and our close proximity to the airport affect our daily lives. The noise from the airplanes make it impossible to have a conversation or enjoy watching a movie. The sheer number of planes that fly over our home is very disruptive. It goes beyond being a nuisance it affects our every day life and interferes with the covenant of quiet enjoyment that every land owner is entitled to.

1

Please turn this form in tonight or mail/e-mail by April 15, 2022 to:
RS&H
Amanda O'Krongley
13750 San Pedro Ave, Suite 300
San Antonio, Texas 78232
or
Jon.Erion@rsandh.com

We invite you to come and experience this for yourselves

Sincerely,
Rourke & Corina Melendez

Response to Commenter P-24

1. The commenter's statement regarding aircraft noise and expansion of the noise abatement program is acknowledged. The draft NEMs will be sent to the FAA for approval. Upon approval, the City of Laredo will move onto the NCP phase of the study and determine which properties are eligible to be included.

Commenter P-25
Rosalinda Montemayor

LAREDO
INTERNATIONAL AIRPORT

NOISE EXPOSURE MAPS UPDATE
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Please use this form to express your comments and/or suggestions

I purchased my home in July of 2020, not knowing that this was a pathway for descending planes arriving at Laredo International Airport. The rumbling noise is incredibly loud that at times it wakes me up at night. During the day, if I'm having a normal conversation with someone or on the phone, we have to pause and wait till the planes pass. Just the other day one plane passed and then another in less than 5 minutes lapse time. My home would definitely benefit from sound proof insulation. As I said the noise is incredibly loud when being indoors and louder when outside. This area should be considered and assessed for noise reduction and be placed on the Noise Exposure Map.

1

Thank you,

Rosalinda Montemayor

1940 Yukon Lane

Laredo, Tx 78045

(956)290-7965

Please turn this form in tonight or mail/e-mail by April 15, 2022 to:

RS&H
Amanda O'Krongley
13750 San Pedro Ave, Suite 300
San Antonio, Texas 78232
or
Jon.Erion@rsandh.com

Response to Commenter P-25

1. The commenter's statement regarding aircraft noise and expansion of the noise abatement program is acknowledged. The draft NEMs will be sent to the FAA for approval. Upon approval, the City of Laredo will move onto the NCP phase of the study and determine which properties are eligible to be included.

Commenter P-26
Alicia Ofila

-----Original Message-----
From: Alicia Orfila <aliciaorf@yahoo.com>
Sent: Saturday, April 23, 2022 12:35 PM
To: Erion, Jon <Jon.Erion@rsandh.com>
Subject: Airplane noise

Sent from my iPhone

Response to Commenter P-26

1. Comment noted.

Commenter P-27
Maria Sylvia Ortiz

LAREDO
INTERNATIONAL AIRPORT

NOISE EXPOSURE MAPS UPDATE
COMMENT FORM
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MARIA SYLVIA ORTIZ 3203 ~~Mick~~ ST. – Lvo. TX 78043

Please use this form to express your comments and/or suggestions

To whom it may concern, we have had issues, would like a home inspector, to come and check the structural damage done to my home due to the airplanes. Sure could use help for repairs had been on map before.

1

Please turn this form in tonight or mail/e-mail by April 15, 2022 to:

RS&H
Amanda O'Krongley
13750 San Pedro Ave, Suite 300
San Antonio, Texas 78232
or
Jon.Erion@rsandh.com

Response to Commenter P-27

1. The commenter's statement regarding home inspection and structural damage is acknowledged.

Commenter P-28
Rogelio Ortiz

LAREDO
INTERNATIONAL AIRPORT

NOISE EXPOSURE MAPS UPDATE
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Please use this form to express your comments and/or suggestions

The property (house) was builted in 2004, is adjacent to the airport, on the north side. The issue is with noise & window rattling at all hours of the day & night. Since the house has multiple large windows, there is trembling every time large transport planes or military jet takeoff or land. 1

The concern is the Aircraft Exhaust residue. Since the house is made of white stucco it has been pressure washed 3 or 4 times due to a dark shade of Gray that accumulates 2

If more information is required plas advice at Rogelio Ortiz, 215 Sun Ray Loop (956) 326 6674

Please turn this form in tonight or mail/e-mail by April 15, 2022 to:

RS&H
Amanda O'Krongley
13750 San Pedro Ave, Suite 300
San Antonio, Texas 78232
or
Jon.Erion@rsandh.com

Response to Commenter P-28

1. The commenter's statement regarding aircraft noise is acknowledged. The draft NEMs will be sent to the FAA for approval. Upon approval, the City of Laredo will move onto the NCP phase of the study and determine which properties are eligible to be included.
2. The commenter's statement regarding jet fumes is acknowledged. Air quality emissions are outside the scope of this NEM Update.

Commenter P-29
PM

LAREDO
INTERNATIONAL AIRPORT

NOISE EXPOSURE MAPS UPDATE
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Please use this form to express your comments and/or suggestions

I live on 5224 Brewster, 78043
AND HAVE FOR THE LAST 18 years and each
Year the aircraft noise has gotten worse.
Ponderosa Hills Subdivision About 5 minutes
from the airport but According to the decibels
most probably nothing can be done.
Thanks.

1

Please turn this form in tonight or mail/e-mail by April 15, 2022 to:

RS&H
Amanda O'Krongley
13750 San Pedro Ave, Suite 300
San Antonio, Texas 78232
or
Jon.Erion@rsandh.com

Response to Commenter P-29

1. The commenter's statement regarding aircraft noise and expansion of the noise abatement program is acknowledged. The draft NEMs will be sent to the FAA for approval. Upon approval, the City of Laredo will move onto the NCP phase of the study and determine which properties are eligible to be included.

Commenter P-30
Nayra Rangel

LAREDO
INTERNATIONAL AIRPORT

NOISE EXPOSURE MAPS UPDATE
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Please use this form to express your comments and/or suggestions

A concern that I've been trying to get resolved for months would be the airplane noise. We weren't aware of how loud it would be and the damage it would cause to the property. I've gotten in contact with the city of Laredo, the airport department of safety and tried with KRK but was declined help since it was expired. I tried getting in contact with the 2-10 Warranty, but no response anymore or they mention that it's not covered. We weren't aware that KRK sold the rights to the city of Laredo, making us unavailable to get assistance. The planes pass above our home on 304 John Irving and though it can be tolerable at times, it can be very loud. An example was when the air show occurs, the army jets were extremely loud, it made the windows shake horrible. I honestly thought they were going to break. So far up to this day, I've counted 23 ceiling cracks, a window is detaching from the wall and a tile crack that is extending to the next ones. We've been in the house barely 2 years on June 2022. It's a real concern as one of the ceiling cracks is over a foot or more long and growing, the width is extending too. I'm still trying to figure out how to get helped to stop the expansion of the ceiling cracks and to eliminate or minimize the airplane noise we experience every day.

1

2

Please turn this form in tonight or mail/e-mail by April 15, 2022 to:

RS&H
Amanda O'Krongley
13750 San Pedro Ave, Suite 300
San Antonio, Texas 78232
or
Jon.Erion@rsandh.com

Response to Commenter P-30

1. The commenter's statement regarding aircraft noise and expansion of the noise abatement program is acknowledged. The draft NEMs will be sent to the FAA for approval. Upon approval, the City of Laredo will move onto the NCP phase of the study and determine which properties are eligible to be included.

2. The commenter's statement about structural damage is acknowledged.

Commenter P-31
Arturo Rodriguez

From: Arturo Rodriguez <migra002@gmail.com>
Sent: Saturday, March 19, 2022 12:58 PM
To: Erion, Jon <Jon.Erion@rsandh.com>
Subject: Laredo Noise Expose Map Update

Mr. Erion,

I am writing regarding the Laredo Noise Expose Map for the Laredo International Airport. I live on the 8700 block of Snow Falls Dr. In Laredo, TX. My block is directly in-line with the incoming fights landing at the Laredo International Airport. All of the flights coming into Laredo fly directly over my house. When they reach my neighborhood they are flying low as the runway is close in terms of the requirements for landing. The noise from the jet engines is disturbing. My wife and I can hear the planes when we are inside our home.

I do not know if we meet the decibel requirement to be considered for this program. Maybe the decibel requirement needs to be lowered. I appreciate any feedback you have and I would like to be notified on the determination that is made regarding my neighborhood. 1

Please contact me if you have any question or would like to speak about my concerns.

Arturo Rodriguez
8798 Snow Falls Rd.
Laredo, TX. 78045

956-744-4600

Response to P-31

1. The commenter's statement regarding aircraft noise and expansion of the noise abatement program is acknowledged. The draft NEMs will be sent to the FAA for approval. Upon approval, the City of Laredo will move onto the NCP phase of the study and determine which properties are eligible to be included.

Commenter P-32
Ruben and Pat Vela

LAREDO
INTERNATIONAL AIRPORT

NOISE EXPOSURE MAPS UPDATE
COMMENT FORM
Public Meeting – March 16, 2022

Please use this form to express your comments and/or suggestions

I moved here from Eastwood about 15 years ago and I feel that the Airplane noise and vibration is worse at my current home then my previous home. I currently has cracks in several areas of my ceiling, floors, walls and outdoor areas. All of my picture frame shake every time an airplane passes by. I would greatly appreciate if you go check around my area which is much closer to the airport then other areas you are at you are looking into. I know several of my neighbors are having the same issue as I am at their homes. I feel that as years have passed there are more and bigger planes coming in Our internet and cable gets interrupted every time a plane passes. Working from home was a challenge. I'm sure my home is being affect in other area that I can see but will show later in the future. If you have any question or need to contact me please call me at 956-324-0232 or email me at pat2girls@hotmail.com. My home is at 2315 Grisell Dr.

1

Thank you Ruben and Pat Vela

Please turn this form in tonight or mail/e-mail by April 15, 2022 to:

RS&H
Amanda O'Krongley
13750 San Pedro Ave, Suite 300
San Antonio, Texas 78232
or
Jon.Erion@rsandh.com

Response to P-32

1. The commenter's statement regarding aircraft noise is acknowledged. The draft NEMs will be sent to the FAA for approval. Upon approval, the City of Laredo will move onto the NCP phase of the study and determine which properties are eligible to be included.

Commenter P-33
Arturo and Hilda Villarreal

From: Hilda Villarreal <hildavillarreal8@yahoo.com>
Sent: Wednesday, March 23, 2022 1:06 PM
To: Erion, Jon <Jon.Erion@rsandh.com>
Subject: Requesting Noise Level Assistance

Dear Jon Erion,

My husband and I are residents of Laredo Texas. We have lived at 2715-E. Elm St for over 38 years. We have seen the airport grow with more larger airplanes and jets that have caused us to worry due to the noise level. They have told us before that we didn't qualify for assistance because we lived 1/4 block away from supposedly the noise range- I cannot see how thats possible when airplanes fly directly over our homes at all hours of the day and night (3:30-4:00 a.m.). We can barely hear ourselves talk at times and we have to pause our television due to the noise!

Our windows shake at times depending on the size or type of airplane that is flying by. We are in our stage of our lives that moving is not viable financially or otherwise. We would like to see perhaps help with better windows and insulation to at least reduce
the noise levels.

When we moved here in 1984- the Air Forse Base had shut down and even then, the airplanes were not as loud as what we have now! I feel we the homeowners are being neglected and that is acceptable.

I hope you consider my request and my concern. We have been denied once, I hope we don't get denied a second time..

1

A Concern Homeowner,

Mr. and Mrs. Arturo and Hilda Villarreal
2715-E.Elm St.
956-763-6504
Laredo Texas 78043

Response to P-33

1. The commenter's statement regarding aircraft noise and inclusion in the expansion of the noise abatement program is acknowledged. The draft NEMs will be sent to the FAA for approval. Upon approval, the City of Laredo will move onto the NCP phase of the study and determine which properties are eligible to be included in the update.

Commenter P-34
Michael York

LAREDO
INTERNATIONAL AIRPORT

NOISE EXPOSURE MAPS UPDATE
COMMENT FORM
Public Meeting – March 16, 2022

Please use this form to express your comments and/or suggestions

Good afternoon Jon,

I Am Emailing you on behalf of my 90 year OLD Mother who resides at 3002 Galveston ST. in Laredo, Webb County, TEXAS. She is Always Complaining of her windows rattling AND very loud airplane noise AND Vibrations felt in her home. She Does Not want to sell AND I believe her home is well insulated. Does She Qualify to sell her air space Above her Home?

1

Please turn this form in tonight or mail/e-mail by April 15, 2022 to:

RS&H
Amanda O'Krongley
13750 San Pedro Ave, Suite 300
San Antonio, Texas 78232
or
Jon.Erion@rsandh.com

REGARDS,
Michael York

Response to P-34

1. The commenter's statement regarding aircraft noise and expansion of the noise abatement program is acknowledged. The draft NEMs will be sent to the FAA for approval. Upon approval, the City of Laredo will move onto the NCP phase of the study and determine which properties are eligible to be included.

APPENDIX C

OFFICIAL NOISE EXPOSURE MAPS

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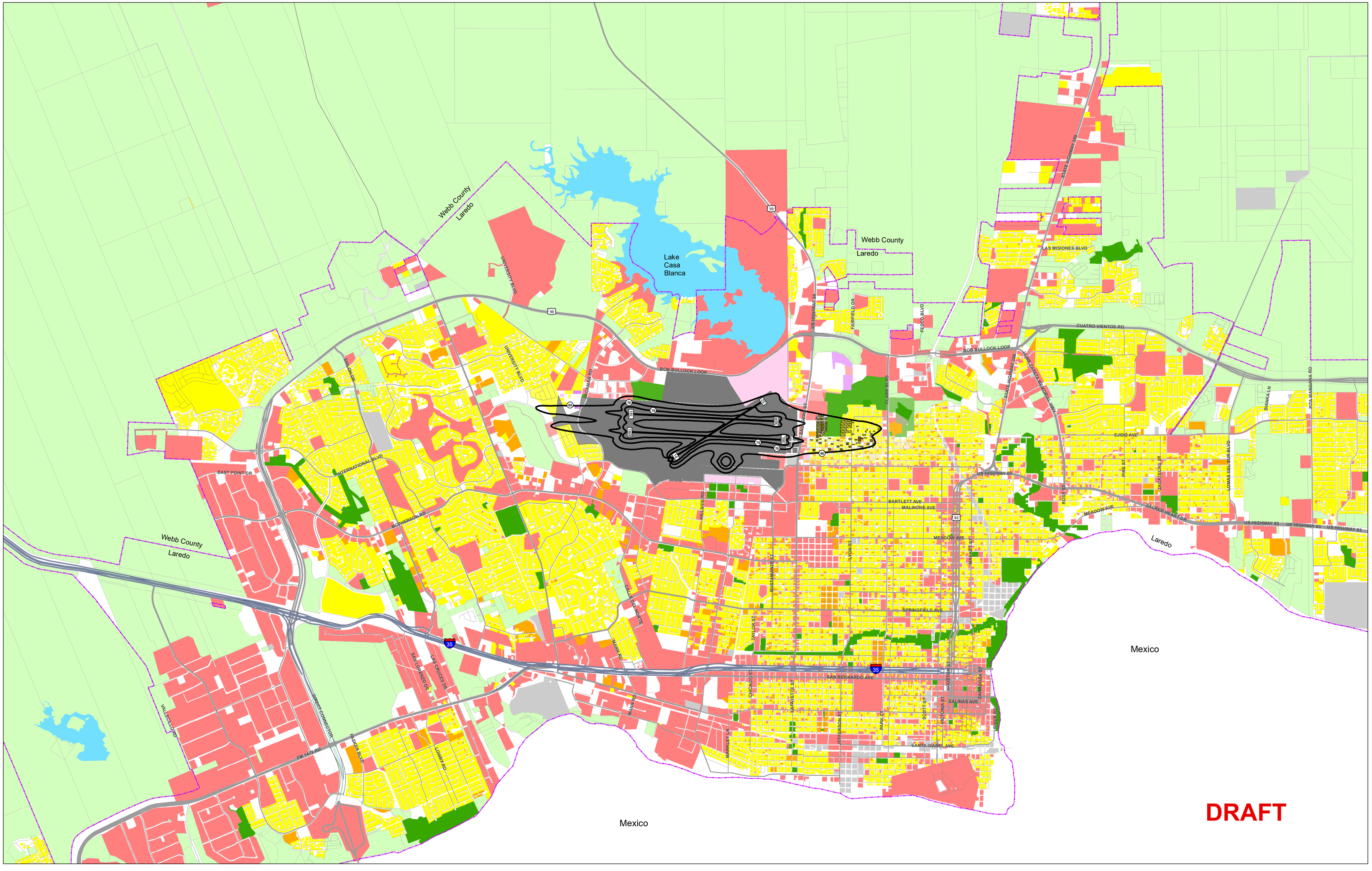


Legend

- Municipal Boundary
- Limited Access Highway
- Major Roadway
- Local Street
- Airport Property
- DNL Contour
- Incompatible Land Use Within 65 DNL

Existing Generalized Land Uses

- Single Family Residential
- Multi-Family Residential
- Mobile Home
- Commercial
- Industrial
- Agriculture/Open Space
- Public Use
- Water
- Vacant
- Parks/Recreation
- Utility

SOURCE: City of Laredo; Texas Natural Resources Information System; Esri; RS&H 2022.

Note: The City of Laredo Planning and Zoning Department is the sole land use agency for all areas within the DNL 65 dBA contour.

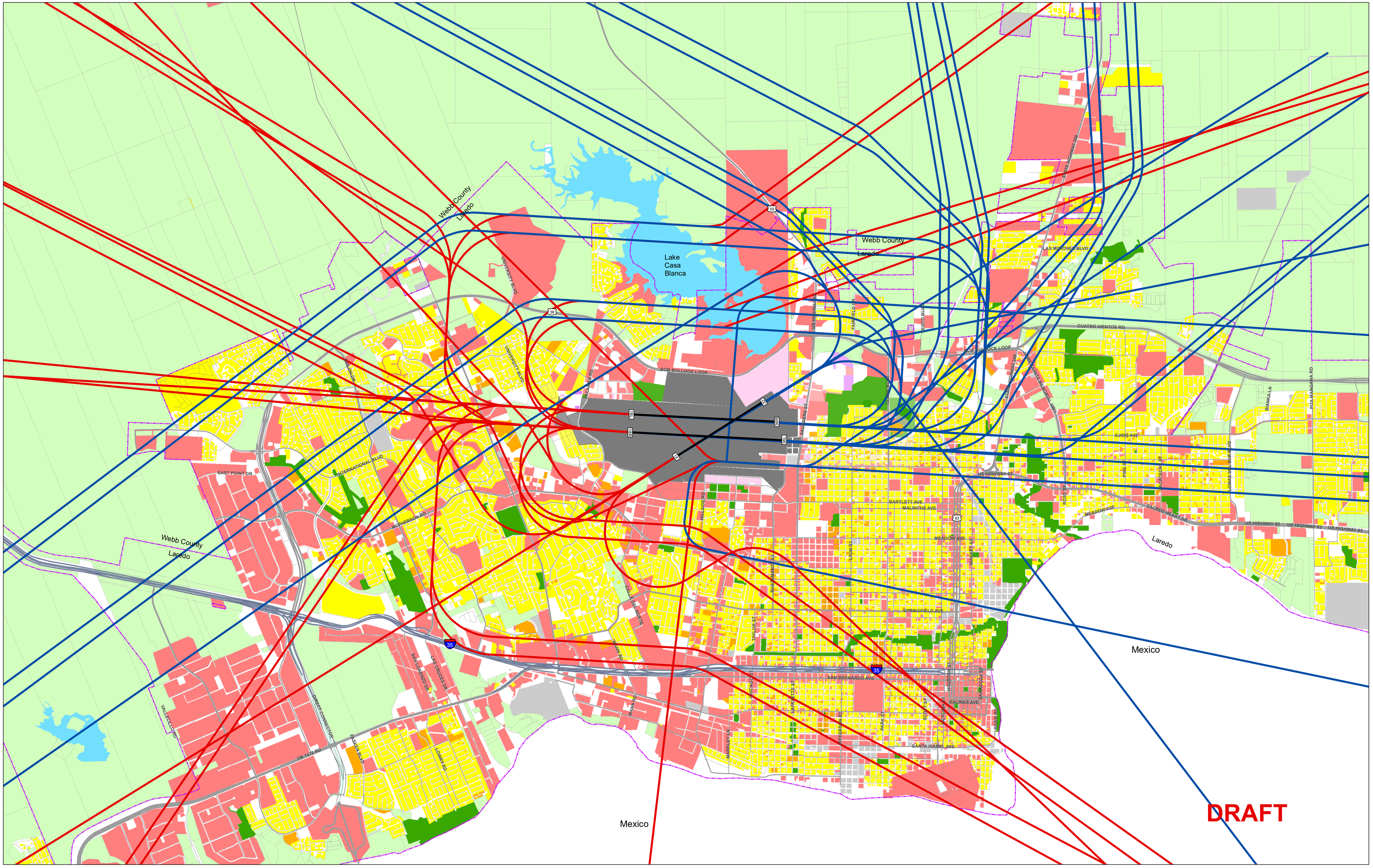
Note: There are no noise sensitive sites within the DNL 65 dBA contour.

N E S W

0 2,000
Feet
1" = 2,000'

2019 Noise Exposure Map

2019 Map 1 of 3



Legend

- Municipal Boundary
- Limited Access Highway
- Major Roadway
- Local Street
- Airport Property
- Departure Track
- Arrival Track

Existing Generalized Land Uses

- Single Family Residential
- Multi-Family Residential
- Mobile Home
- Commercial
- Industrial
- Agriculture/Open Space
- Public Use
- Water
- Vacant
- Parks/Recreation
- Utility

SOURCE: City of Laredo; Texas Natural Resources Information System; Esri; RS&H 2022.

N E S W

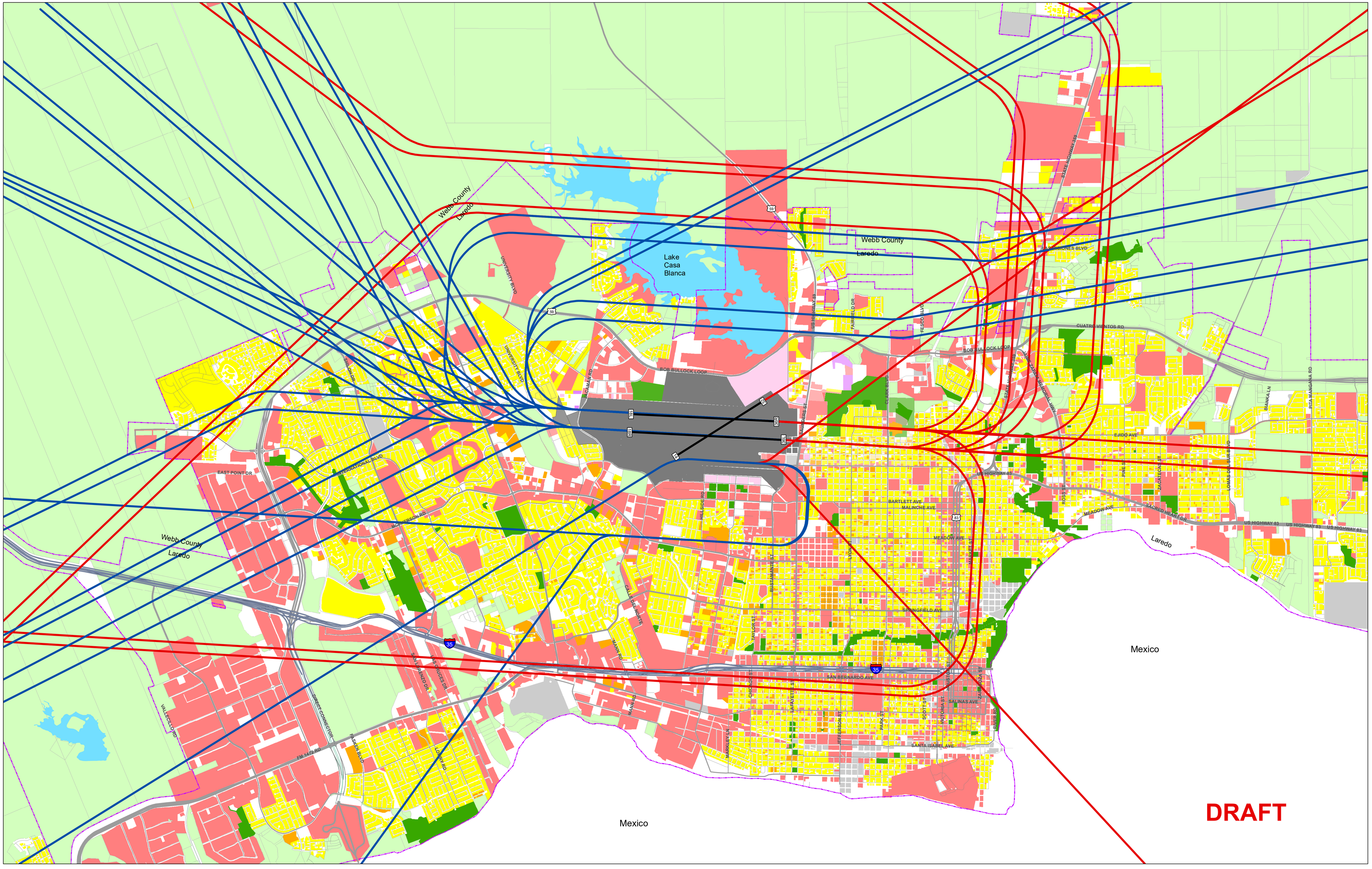
0 2,000

Feet

1" = 2,000'

Flight Tracks - South Flow

2019 Map 2 of 3



Legend

- Municipal Boundary
- Limited Access Highway
- Major Roadway
- Local Street
- Airport Property
- Departure Track
- Arrival Track

Existing Generalized Land Uses

- Single Family Residential
- Multi-Family Residential
- Mobile Home
- Commercial
- Industrial
- Agriculture/Open Space
- Public Use
- Water
- Vacant
- Parks/Recreation
- Utility

SOURCE: City of Laredo; Texas Natural Resources Information System; Esri; RS&H 2022.

N W E S

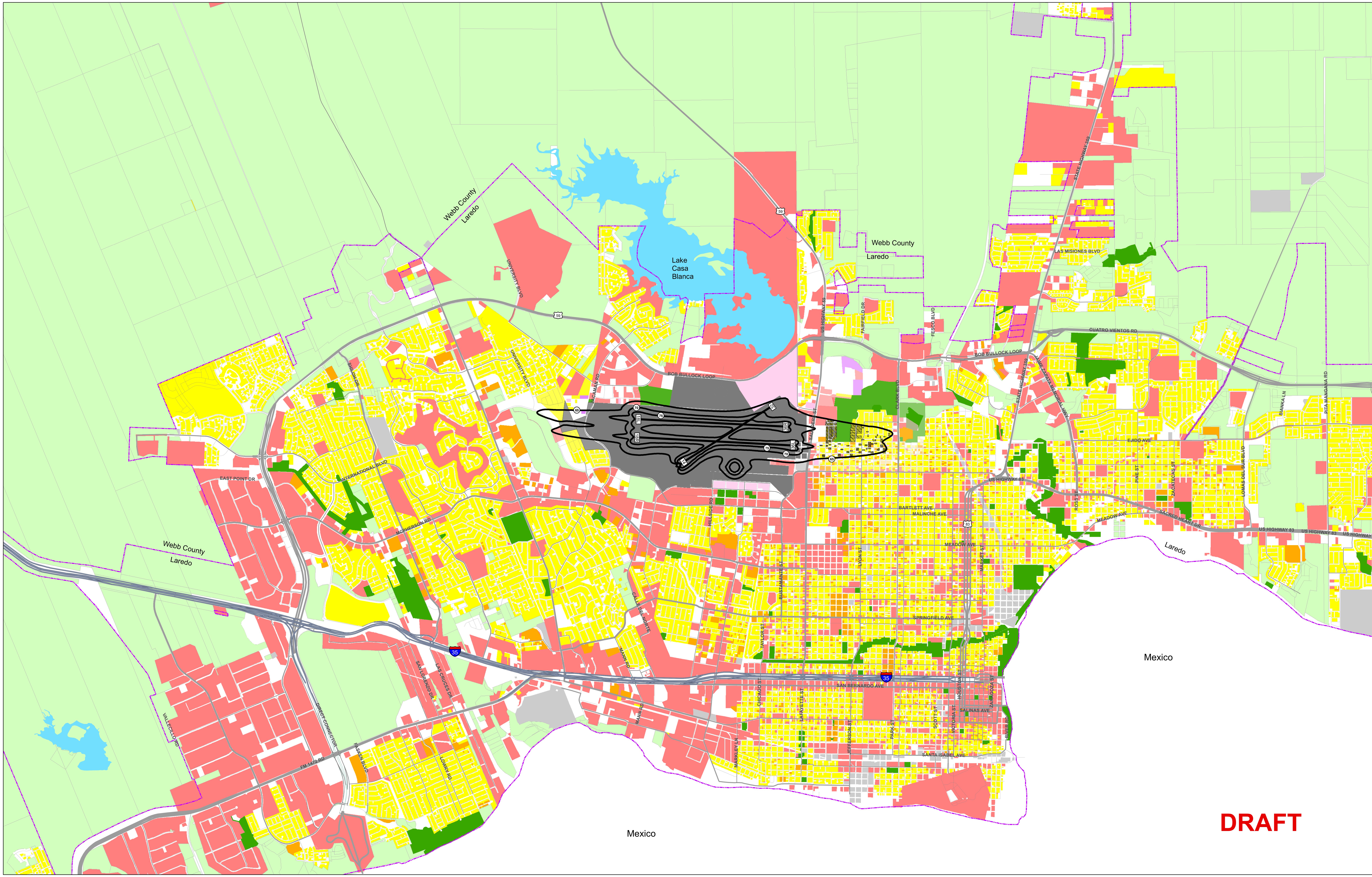
0 2,000

Feet

1" = 2,000'

Flight Tracks - North Flow

2019 Map 3 of 3



Legend

- Municipal Boundary
- Limited Access Highway
- Major Roadway
- Local Street
- Airport Property
- DNL Contour
- Incompatible Land Use Within 65 DNL

Existing Generalized Land Uses

- Single Family Residential
- Multi-Family Residential
- Mobile Home
- Commercial
- Industrial
- Agriculture/Open Space
- Public Use
- Water
- Vacant
- Parks/Recreation
- Utility

SOURCE: City of Laredo; Texas Natural Resources Information System; Esri; RS&H 2022.

Note: The City of Laredo Planning and Zoning Department is the sole land use agency for all areas within the DNL 65 dBA contour.

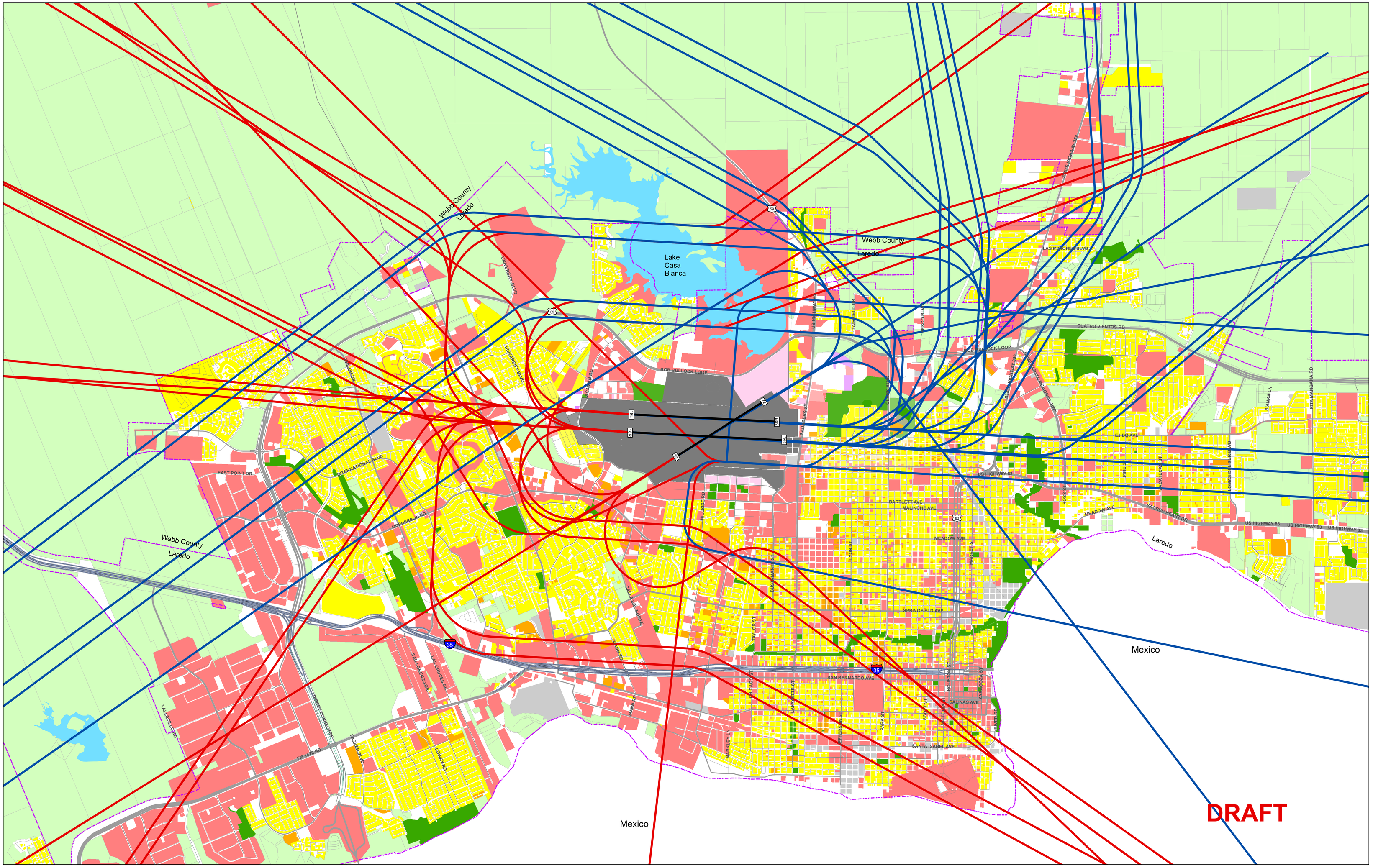
Note: There are no noise sensitive sites within the DNL 65 dBA contour.

N E S W

0 2,000
Feet
1" = 2,000'

2026 Noise Exposure Map

2026 Map 1 of 3



Legend

- Municipal Boundary
- Limited Access Highway
- Major Roadway
- Local Street
- Airport Property
- Departure Track
- Arrival Track

Existing Generalized Land Uses

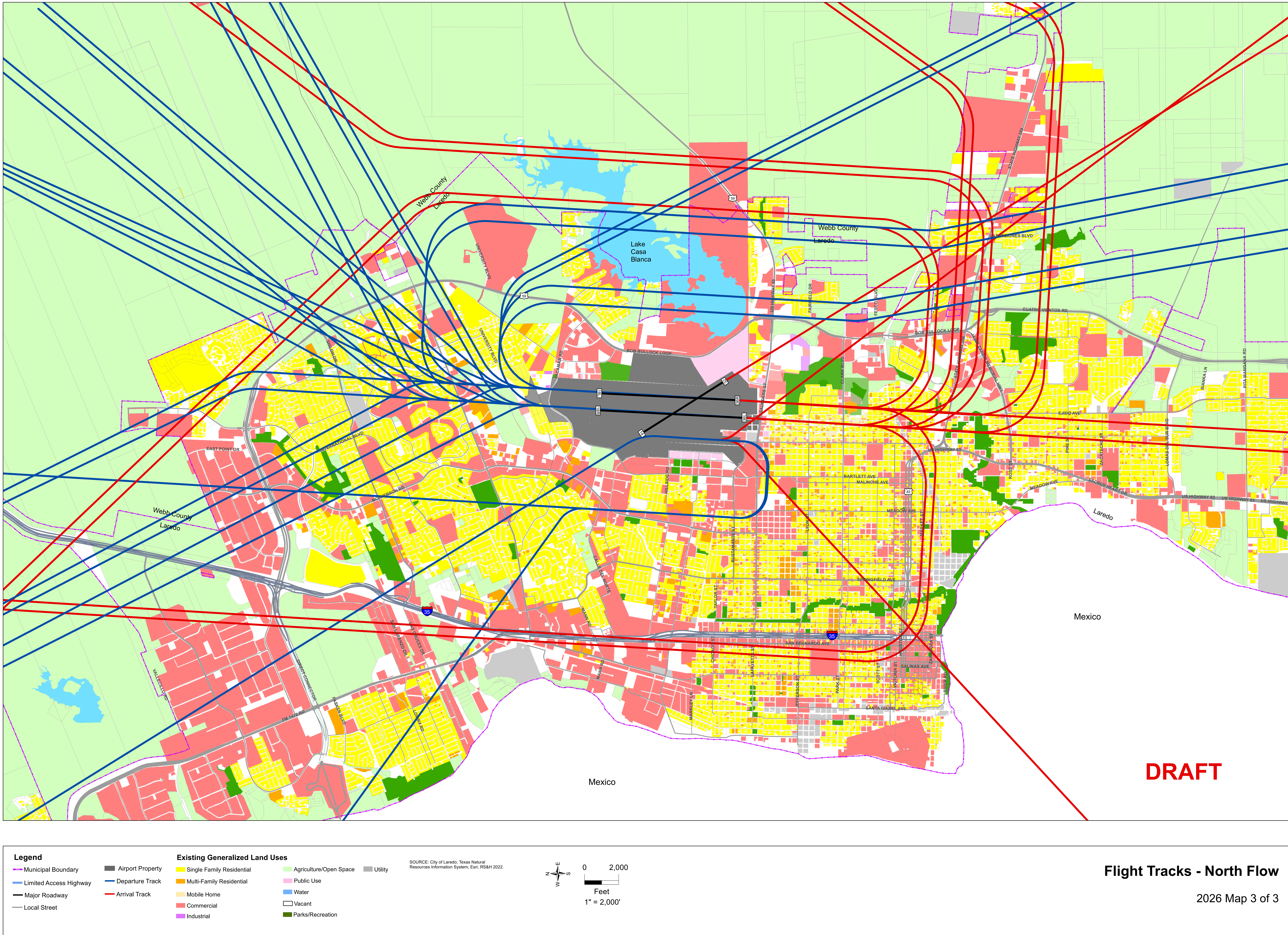
- Single Family Residential
- Multi-Family Residential
- Mobile Home
- Commercial
- Industrial
- Agriculture/Open Space
- Public Use
- Water
- Vacant
- Parks/Recreation
- Utility

SOURCE: City of Laredo; Texas Natural Resources Information System; Esri; RS&H 2022.

0 2,000
Feet
1" = 2,000'

Flight Tracks - South Flow

2026 Map 2 of 3



Flight Tracks - North Flow

2026 Map 3 of 3

U.S. Department
of Transportation
**Federal Aviation
Administration**

Federal Aviation Administration
Southwest Region, Airports Division
Texas Airports District Office

FAA-ASW-650
10101 Hillwood Parkway
Fort Worth, Texas 76177

August 25, 2022

Mr. Gilberto Sanchez
Interim Airport Director
Laredo International Airport
5210 Bob Bullock Loop
Laredo, TX 78041

VIA EMAIL

Mr. Sanchez,

This is to notify you that the Federal Aviation Administration (FAA) has evaluated your final submission of the Noise Exposure Maps (NEM) and supporting documentation transmitted by your letter of August 17, 2022, in accordance with Title 49, USC, Chapter 475, hereafter referred to as Title 49, and has determined that they are in compliance with applicable requirements of 14 CFR Part 150. Further, we have determined that the 2019 and 2026 NEMs located in Appendix C fulfill the requirements for the current and the 5-year noise exposure maps.

FAA's determination that your Noise Exposure Maps are in compliance is limited to a finding that the maps were developed in accordance with the procedures contained in Appendix A of Part 150. Such determination does not constitute approval of your data, information or plans.

Should questions arise concerning the precise relationship of specific properties to noise exposure contours depicted on your Noise Exposure Maps, you should note that the FAA will not be involved in any way in determining the relative locations of specific properties with regard to the depicted noise contours, or in interpreting the maps to resolve questions concerning, for example, which properties should be covered by the provisions of Title 49. These functions are inseparable from the ultimate land use control and planning responsibilities of local government. These local responsibilities are not changed in any way under Part 150 or through FAA's determination relative to your Noise Exposure Maps. Therefore, the responsibility for the detailed overlaying of noise exposure contours onto the maps depicting properties on the surface rests exclusively with you the airport operator, or with those public and planning agencies with which consultation is required under Title 49. The FAA relies on the certification by you, under section 150.21 of Part 150, that the statutorily required consultation has been accomplished.

The FAA will publish notice in the Federal Register announcing its determination on the Noise Exposure Maps for Laredo International Airport.

Your notice of this determination and the availability of the Noise Exposure Maps, when published at least three times in a newspaper of general circulation in the county or counties where affected properties are located, will satisfy the requirements of Title 49.

Your attention is called to the requirements of section 150.21(d) of Part 150, involving the prompt preparation and submission of revisions to these maps if any actual or proposed change in the operation of Laredo International Airport might create any substantial, new noncompatible use in any areas depicted on the maps.

Thank you for your continued interest in noise compatibility planning. If you need any additional assistance, feel free to contact John MacFarlane at 817-222-5681 or john.macfarlane@faa.gov.

Sincerely,

KIMBERLY M BROCKMAN

Digitally signed by KIMBERLY M BROCKMAN
Date: 2022.08.22 08:14:40 -05'00'

Kim Brockman
Acting Manager
Texas Airports District Office

City Council-Regular

Meeting Date: 10/17/2022

Initiated By: Riazul Mia, Assistant City Manager
Initiated By: John Porter, Environmental and Solid Waste Director

Staff Source: John Porter, Environmental and Solid Waste Director

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SUBJECT

Authorizing the Interim City Manager to grant a non-exclusive franchise to Rush Disposal to use the present and future streets, avenues, alleys, roads, highways, sidewalks, easements and other public rights-of-way of the City of Laredo, Texas for purposes of constructing, maintaining and operating a commercial container refuse gathering and disposing service, setting forth terms and conditions to govern the franchise; providing a severability clause, a savings clause and an effective date.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

Council pass introductory ordinance on 10/03/22.

BACKGROUND

The applicant has requested a nonexclusive franchise agreement from the City of Laredo for the purpose of operating a commercial 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:	2023
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

Rush Disposal

ORDINANCE NO#

AUTHORIZING THE INTERIM CITY MANAGER TO GRANT A NON-EXCLUSIVE FRANCHISE TO RUSH DISPOSAL TO USE THE PRESENT AND FUTURE STREETS, AVENUES, ALLEYS, ROADS, HIGHWAYS, SIDEWALKS, EASEMENTS AND OTHER PUBLIC RIGHTS-OF-WAY OF THE CITY OF LAREDO, TEXAS FOR PURPOSES OF CONSTRUCTING, MAINTAINING AND OPERATING A COMMERCIAL CONTAINER REFUSE GATHERING AND DISPOSING SERVICE, SETTING FORTH TERMS AND CONDITIONS TO GOVERN THE FRANCHISE; PROVIDING A SEVERABILITY CLAUSE, A SAVINGS CLAUSE AND AN EFFECTIVE DATE.

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

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

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

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

WHEREAS, Rush Disposal 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, Rush Disposal 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 Rush Disposal 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, Rush Disposal., 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:

_____
DONAH T. NGUYEN
CITY ATTORNEY

NON-EXCLUSIVE FRANCHISE AGREEMENT

STATE OF TEXAS §

COUNTY OF WEBB §

This Non-Exclusive Franchise Agreement ("Agreement") is entered into on this__day of _____between the City of Laredo, a home rule municipal corporation, (hereinafter "GRANTOR") and Rush Disposal 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 Set-Up	Per Pick-Up Fee	1-7 Day Rental	After 7 Days
15 Yards	$0.00	$250.00	$10.00 Each Day
20 Yards	$0.00	$275.00	$10.00 Each Day

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: **Rush Disposal**
c/o Enrique Jaime Jr.
421 Berkeley 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 affected by a written instrument signed by the Director or Grantee, and approved by City Council.

XXIII. SAVINGS CLAUSE

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

XXIV. WRITTEN AMENDMENT

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

XXV. EFFECTIVE DATE

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

ACCEPTED AND AGREED TO ON BEHALF OF Rush Disposal

By: _____

Enrique Jaime Jr.
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)

_____

Rosario C. Cabello
Interim City Manager

APPROVED AS TO FORM:

_____
Donah T. Nguyen,
City Attorney

Exhibit A

Roll-Off Services:

Container Set-Up	Per Pick-Up Fee	1-7 Day Rental	After 7 Days
15 Yards	$0.00	$250.00	$10.00 Each Day
20 Yards	$0.00	$275.00	$10.00 Each Day

Plus all applicable taxes

Second Reading 25.

City Council-Regular

Meeting Date: 10/17/2022

Initiated By: Riazul Mia, Assistant City Manager

Initiated By: John Porter, Environmental and Solid Waste Services Director

Staff Source: John Porter, Environmental and Soild Waste Services Director

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SUBJECT

Authorizing the Interim City Manager to grant a non-exclusive franchise to Laredo Dumpster Rentals to use the present and future streets, avenues, alleys, roads, highways, sidewalks, easements and other public rights-of-way of the City of Laredo, Texas for purposes of constructing, maintaining and operating a commercial container refuse gathering and disposing service, setting forth terms and conditions to govern the franchise; providing a severability clause, a savings clause and an effective date.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

Council pass introductory ordinance on 10/03/22.

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: 2023

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

Laredo Dumpster

ORDINANCE NO#

AUTHORIZING THE INTERIM CITY MANAGER TO GRANT A NON-EXCLUSIVE FRANCHISE TO LAREDO DUMPSTER RENTALS TO USE THE PRESENT AND FUTURE STREETS, AVENUES, ALLEYS, ROADS, HIGHWAYS, SIDEWALKS, EASEMENTS AND OTHER PUBLIC RIGHTS-OF-WAY OF THE CITY OF LAREDO, TEXAS FOR PURPOSES OF CONSTRUCTING, MAINTAINING AND OPERATING A COMMERCIAL CONTAINER REFUSE GATHERING AND DISPOSING SERVICE, SETTING FORTH TERMS AND CONDITIONS TO GOVERN THE FRANCHISE; PROVIDING A SEVERABILITY CLAUSE, A SAVINGS CLAUSE AND AN EFFECTIVE DATE.

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

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

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

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

WHEREAS, Laredo Dumpster 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 Dumpster 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 Dumpster 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 Dumpster 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:

_____
DONAH T. NGUYEN
CITY ATTORNEY

NON-EXCLUSIVE FRANCHISE AGREEMENT

STATE OF TEXAS §

COUNTY OF WEBB §

This Non-Exclusive Franchise Agreement ("Agreement") is entered into on this __day of _____between the City of Laredo, a home rule municipal corporation, (hereinafter "GRANTOR") and Laredo Dumpster 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 Size	Set-Up Fee	Pick-Up Fee	Weekly Rate One Pick-Up	Monthly Rate 1 Weekly Pick-Up	Additional Pick-Ups
15-Yd.	**Included**	**Included**	**$285.00**	**$800.00**	**$50.00**
20-Yd.	**Included**	**Included**	**$325.00**	**$900.00**	**$50.00**

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 Dumpster Rentals**
c/o Valeria Ramos
7202 Sylvia Plath Dr.
Laredo, TX. 78041

XVI. OFFICE

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

XVI. INTERRUPTION OF SERVICE

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

XVII. DEFAULT AND TERMINATION

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

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

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

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

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

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

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

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

XVIII. LIQUIDATED DAMAGES

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

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

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

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

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

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

XIX. VENUE

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

XX. SEVERABILITY

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

XXI. CAPTIONS

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

XXII. NON-WAIVER

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

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

XXIII. SAVINGS CLAUSE

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

XXIV. WRITTEN AMENDMENT

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

XXV. EFFECTIVE DATE

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

ACCEPTED AND AGREED TO ON BEHALF OF Laredo Dumpster Rentals

By: _____

Valeria Ramos
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)

_____

Rosario C. Cabello
Interim City Manager

APPROVED AS TO FORM:

_____
Donah T. Nguyen,
City Attorney

Exhibit A

Roll-Off Services:

Container Size	Set-Up Fee	Pick-Up Fee	Weekly Rate One Pick-Up	Monthly Rate 1 Weekly Pick-Up	Additional Pick-Ups
15-Yd.	**Included**	**Included**	**$285.00**	**$800.00**	**$50.00**
20-Yd.	**Included**	**Included**	**$325.00**	**$900.00**	**$50.00**

Plus all applicable taxes

Second Reading 26.

City Council-Regular

Meeting Date: 10/17/2022

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

Authorizing the Interim City Manager to grant a non-exclusive franchise to Agape D/R Services to use the present and future streets, avenues, alleys, roads, highways, sidewalks, easements and other public rights-of-way of the City of Laredo, Texas for purposes of constructing, maintaining and operating a commercial container refuse gathering and disposing service, setting forth terms and conditions to govern the franchise; providing a severability clause, a savings clause and an effective date.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

Council pass introductory ordinance on 10/03/22.

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 if 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:	2023
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 the general fund account 101-0000-381-1220

Attachments

Agape

ORDINANCE NO#

AUTHORIZING THE INTERIM CITY MANAGER TO GRANT A NON-EXCLUSIVE FRANCHISE TO AGAPE D/R SERVICES TO USE THE PRESENT AND FUTURE STREETS, AVENUES, ALLEYS, ROADS, HIGHWAYS, SIDEWALKS, EASEMENTS AND OTHER PUBLIC RIGHTS-OF-WAY OF THE CITY OF LAREDO, TEXAS FOR PURPOSES OF CONSTRUCTING, MAINTAINING AND OPERATING A COMMERCIAL CONTAINER REFUSE GATHERING AND DISPOSING SERVICE, SETTING FORTH TERMS AND CONDITIONS TO GOVERN THE FRANCHISE; PROVIDING A SEVERABILITY CLAUSE, A SAVINGS CLAUSE AND AN EFFECTIVE DATE.

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

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

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

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

WHEREAS, Agape D/R Services 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, Agape D/R Services 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 Agape D/R Services 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, Agape D/R Services., 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:

_____
DONAH T. NGUYEN
CITY ATTORNEY

NON-EXCLUSIVE FRANCHISE AGREEMENT

STATE OF TEXAS §

COUNTY OF WEBB §

This Non-Exclusive Franchise Agreement ("Agreement") is entered into on this __day of _____between the City of Laredo, a home rule municipal corporation, (hereinafter "GRANTOR") and Agape D/R Services 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 Size	Number of Days	Rental Fee (24 Hour Rental)	Extra Days (Each Additional Day)	1 Ton Limit - $100.00 /Ton Overage Charge	Live Load – One Hour Time Limit
14-Yd.	1 Day	$275.00	$25.00	$100.00	$225.00
14-Yd.	2 Days	$300.00	$25.00	$100.00	$225.00
14-Yd.	3 Days	$325.00	$25.00	$100.00	$225.00
14-Yd.	7 Days	$450.00	$25.00	$100.00	$225.00

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 affected 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: **Agape D/R Services**
c/o Leonel Ayala
517 Paul Revere Dr.
Laredo, TX. 78046

XVI. OFFICE

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

XVI. INTERRUPTION OF SERVICE

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

XVII. DEFAULT AND TERMINATION

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

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

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

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

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

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

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

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

XVIII. LIQUIDATED DAMAGES

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

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

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

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

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

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

XIX. VENUE

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

XX. SEVERABILITY

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

XXI. CAPTIONS

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

XXII. NON-WAIVER

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

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

XXIII. SAVINGS CLAUSE

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

XXIV. WRITTEN AMENDMENT

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

XXV. EFFECTIVE DATE

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

ACCEPTED AND AGREED TO ON BEHALF OF Agape D/R Services

By: _____

Leonel Ayala
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)

_____

Rosario C. Cabello
Interim City Manager

APPROVED AS TO FORM:

_____
Donah T. Nguyen,
City Attorney

Exhibit A

Roll-Off Services:

Container Size	Number of Days	Rental Fee (24 Hour Rental)	Extra Days (Each Additional Day)	1 Ton Limit - $100.00 /Ton Overage Charge	Live Load – One Hour Time Limit
14-Yd.	1 Day	$275.00	$25.00	$100.00	$225.00
14-Yd.	2 Days	$300.00	$25.00	$100.00	$225.00
14-Yd.	3 Days	$325.00	$25.00	$100.00	$225.00
14-Yd.	7 Days	$450.00	$25.00	$100.00	$225.00

Plus all applicable taxes

Second Reading 27.

City Council-Regular

Meeting Date: 10/17/2022

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

Authorizing the Interim City Manager to grant a non-exclusive franchise to IMC Recycling d/b/a Shark Box to use the present and future streets, avenues, alleys, roads, highways, sidewalks, easements and other public rights-of-way of the City of Laredo, Texas for purposes of constructing, maintaining and operating a commercial container refuse gathering and disposing service, setting forth terms and conditions to govern the franchise; providing a severability clause, a savings clause and an effective date.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

Council pass introductory ordinance on 10/03/22.

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: 2023

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 the general fund account 101-0000-381-1220

Attachments

Shark Box

ORDINANCE NO#

AUTHORIZING THE INTERIM CITY MANAGER TO GRANT A NON-EXCLUSIVE FRANCHISE TO IMC RECYCLING DBA SHARK BOX TO USE THE PRESENT AND FUTURE STREETS, AVENUES, ALLEYS, ROADS, HIGHWAYS, SIDEWALKS, EASEMENTS AND OTHER PUBLIC RIGHTS-OF-WAY OF THE CITY OF LAREDO, TEXAS FOR PURPOSES OF CONSTRUCTING, MAINTAINING AND OPERATING A COMMERCIAL CONTAINER REFUSE GATHERING AND DISPOSING SERVICE, SETTING FORTH TERMS AND CONDITIONS TO GOVERN THE FRANCHISE; PROVIDING A SEVERABILITY CLAUSE, A SAVINGS CLAUSE AND AN EFFECTIVE DATE.

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

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

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

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

WHEREAS, IMC Recycling dba Shark Box 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, IMC Recycling dba Shark Box 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 IMC Recycling dba Shark Box 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, IMC Recycling dba Shark Box., 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:

_____
DONAH T. NGUYEN
CITY ATTORNEY

NON-EXCLUSIVE FRANCHISE AGREEMENT

STATE OF TEXAS §

COUNTY OF WEBB §

This Non-Exclusive Franchise Agreement ("Agreement") is entered into on this __ day of _____ between the City of Laredo, a home rule municipal corporation, (hereinafter "GRANTOR") and IMC Recycling dba Shark Box 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 Size	Delivery Fee	Hauling Fee	Daily Rental Fee
15 Yard	$110.00	$225.00	$10.00
20 Yard	$125.00	$225.00	$10.00
30 Yard	$125.00	$245.00	$10.00
40 Yard	$125.00	$265.00	$10.00
Set-up Fee	$0.00		

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: **IMC Recycling dba Shark Box**
c/o Armando Juarez Sosa
5311 Riverside Dr.
Laredo, TX. 78041

XVI. OFFICE

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

XVI. INTERRUPTION OF SERVICE

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

XVII. DEFAULT AND TERMINATION

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

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

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

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

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

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

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

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

XVIII. LIQUIDATED DAMAGES

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

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

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

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

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

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

XIX. VENUE

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

XX. SEVERABILITY

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

XXI. CAPTIONS

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

XXII. NON-WAIVER

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

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

XXIII. SAVINGS CLAUSE

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

XXIV. WRITTEN AMENDMENT

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

XXV. EFFECTIVE DATE

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

ACCEPTED AND AGREED TO ON BEHALF OF IMC Recycling dba Shark Box

By: _____

Armando Juarez Sosa
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)

_____

Rosario C. Cabello
Interim City Manager

APPROVED AS TO FORM:

_____
Donah T. Nguyen,
City Attorney

Exhibit A

Roll-Off Services:

Container Size	Delivery Fee	Hauling Fee	Daily Rental Fee
15 Yard	$110.00	$225.00	$10.00
20 Yard	$125.00	$225.00	$10.00
30 Yard	$125.00	$245.00	$10.00
40 Yard	$125.00	$265.00	$10.00
Set-up Fee	$0.00		

Plus all applicable taxes

Final Reading of Ordinances 28.

City Council-Regular

Meeting Date: 10/17/2022

Initiated By: Riazul Mia, Assistant City Manager

Initiated By: Mezquite Land Development, Incorporated, Owner/Applicant; Edward D. Garza, P.E., Representative

Staff Source: Orlando D. Navarro, Planning Director

SUBJECT

2022-O-171 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing the issuance of a Planned Unit Development for single family townhouses on approximately 1.598 acres, out of Porcion 33, Jose Dionisio Trevino, Original Grantee, Abstract Number 3084, Webb County Texas, said 1.598 acres being out of Tract I respectively, conveyed in deed to Mezquite Land Development, Incorporated, as recorded in Volume 5296, pages 137-144, Webb County Official Public Records, located south of State Highway 359 and east of Concord Hills Boulevard, from R-1A (Single-Family Reduced Area) to R-1A P.U.D.(Single-Family Reduced Area - Planned Unit Development).

ZC-084-2022
District II

PREVIOUS COUNCIL ACTION

The item was introduced at the City Council of October 3, 2022.

BACKGROUND

Council District: II - Cm. Vidal Rodriguez

Proposed use: Single Family Townhouses

Site: The site is currently vacant land.

Surrounding land uses: To the north and east of the site is primarily vacant land. To the south of the site is residential uses, R-1A (Single Family Reduced Area), and vacant land. To the east of the site is Brownwood Street, Concord Hills Boulevard, and primarily residential uses, R-1A (Single Family Reduced Area).

Comprehensive Plan: The Future Land Use Map recognizes this area as Parks. https://www.cityoflaredo.com/LaredoPlanning/wp-content/uploads/2021/03/viva-laredo-city-of-laredo-comprehensive-plan.pdf#page=39

Transportation Plan: The Long Range Thoroughfare Plan identifies Concord Hills Boulevard as a Major Collector and does not identify Brownwood Street. www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 84 In Favor: 0 Opposed: 1

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a 5 to 0 vote recommended **approval** of the planned unit development.

STAFF RECOMMENDATION

Staff **supports** the proposed Planned Unit Development for the following reasons:

1. The site abuts a large area of single family reduced uses, R-1A zoning district (Single Family Reduced Area), to the west.
2. The proposed use is compatible with the residential uses in the area.
3. The proposed use is not anticipated to have a negative impact in the surrounding area or neighborhood.
4. The proposed use is not in conformance with the Comprehensive Plan's designation as Parks, which does not allow R-1A zoning districts. However, the proposed use will introduce uses similar to the present uses in the surrounding area.

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?
No, the site abuts a large area of residential uses.

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

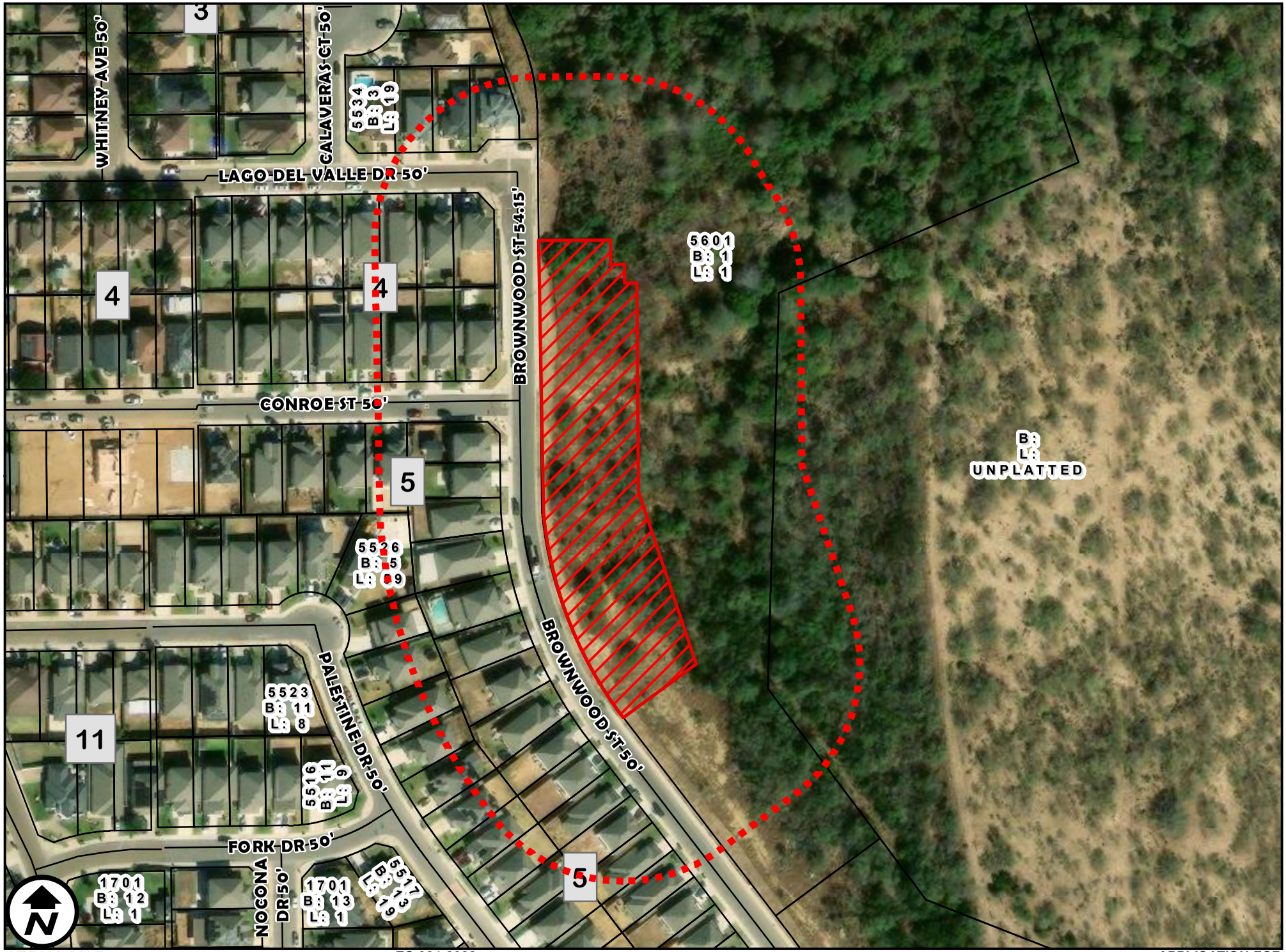
Fiscal Impact

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 = 150 feet

ZC-084-2022

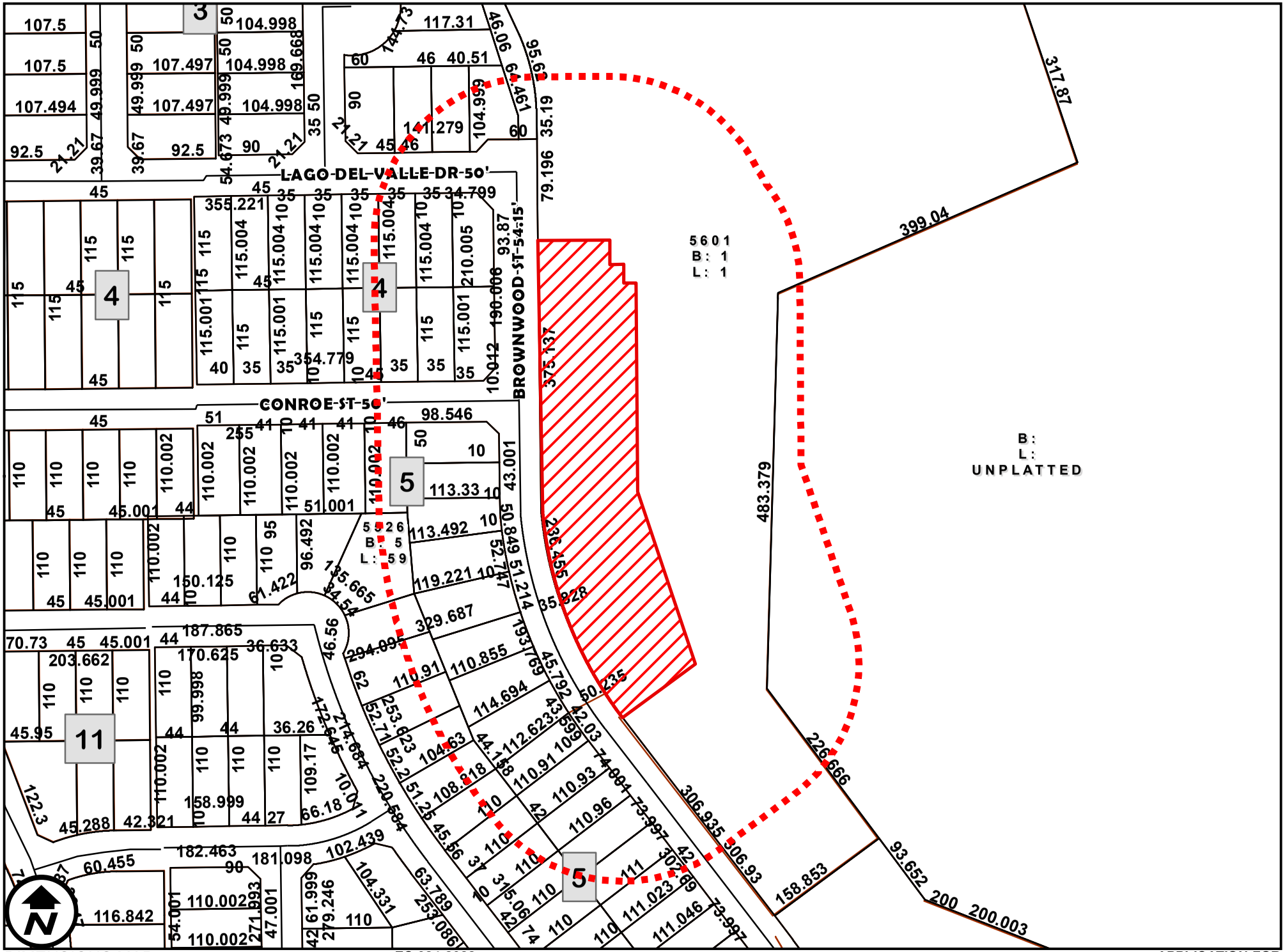
COUNCIL DISTRICT 2

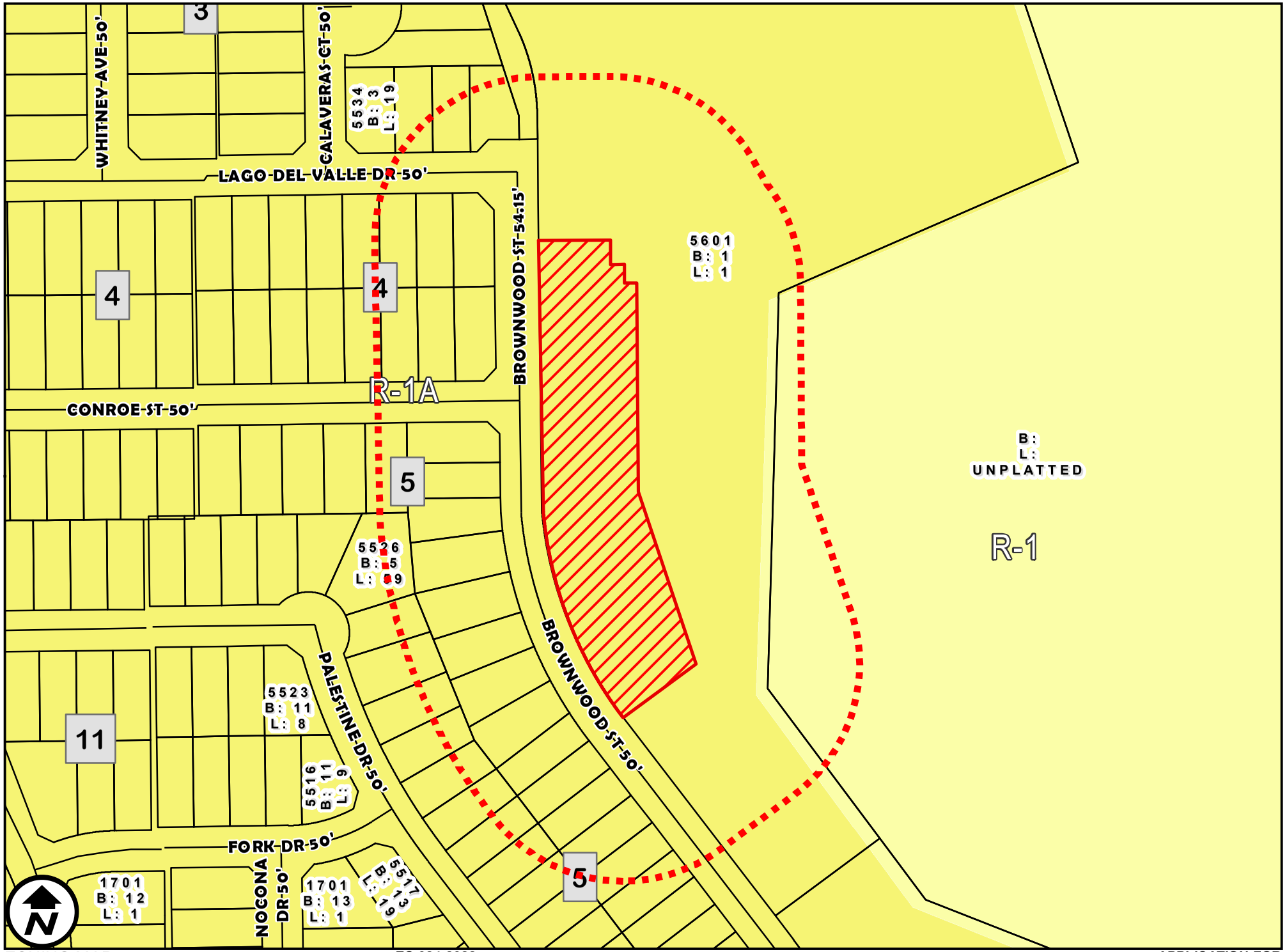
SOUTH OF STATE HIGHWAY 359 AND EAST OF CONCORD HILLS BOULEVARD

APPLICATION FOR

R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO

R-1A P.U.D. (SINGLE FAMILY REDUCED AREA DISTRICT PLANNED UNIT DEVELOPMENT)


LAGO-DEL-VALLE-DR-50'
CONROE-ST-50'
BROWNWOOD-ST-54.15'
5601
B: 1
L: 1
B:
L:
UNPLATTED
5526
B: 5
L: 59
3
4
4
5
11
5
399.04
317.87
483.379
375.137
286.455
79.196
35.19
226.666
306.935
306.93
158.853
93.652
200
200.003
355.221
354.779
354.799
329.687
294.095
187.865
182.463
181.098
119.221
113.492
113.33
98.546
150.125
102.439
63.789
253.086
220.584
214.684
203.662
170.625
144.73
117.31
141.279
104.998
107.497
107.5
107.494
92.5
DIMENSIONS MAP
1 inch = 150 feet
ZC-084-2022
COUNCIL DISTRICT 2
SOUTH OF STATE HIGHWAY 359 AND EAST OF CONCORD HILLS BOULEVARD
APPLICATION FOR
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO
R-1A P.U.D. (SINGLE FAMILY REDUCED AREA DISTRICT PLANNED UNIT DEVELOPMENT)



ZONING MAP

1 inch = 150 feet

ZC-084-2022

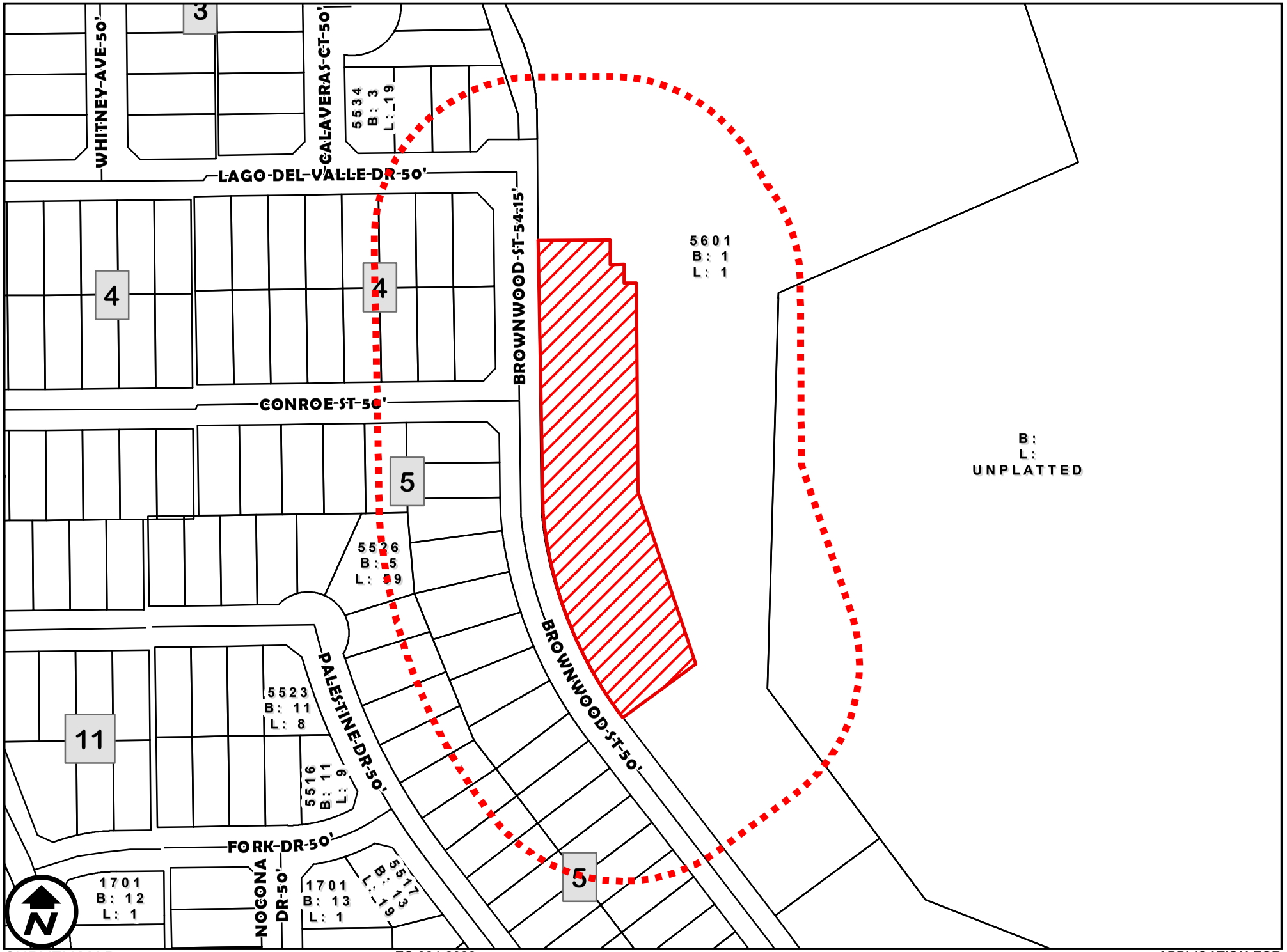
COUNCIL DISTRICT 2

SOUTH OF STATE HIGHWAY 359 AND EAST OF CONCORD HILLS BOULEVARD

APPLICATION FOR

R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO

R-1A P.U.D. (SINGLE FAMILY REDUCED AREA DISTRICT PLANNED UNIT DEVELOPMENT)



SURVEY MAP

1 inch = 150 feet

ZC-084-2022

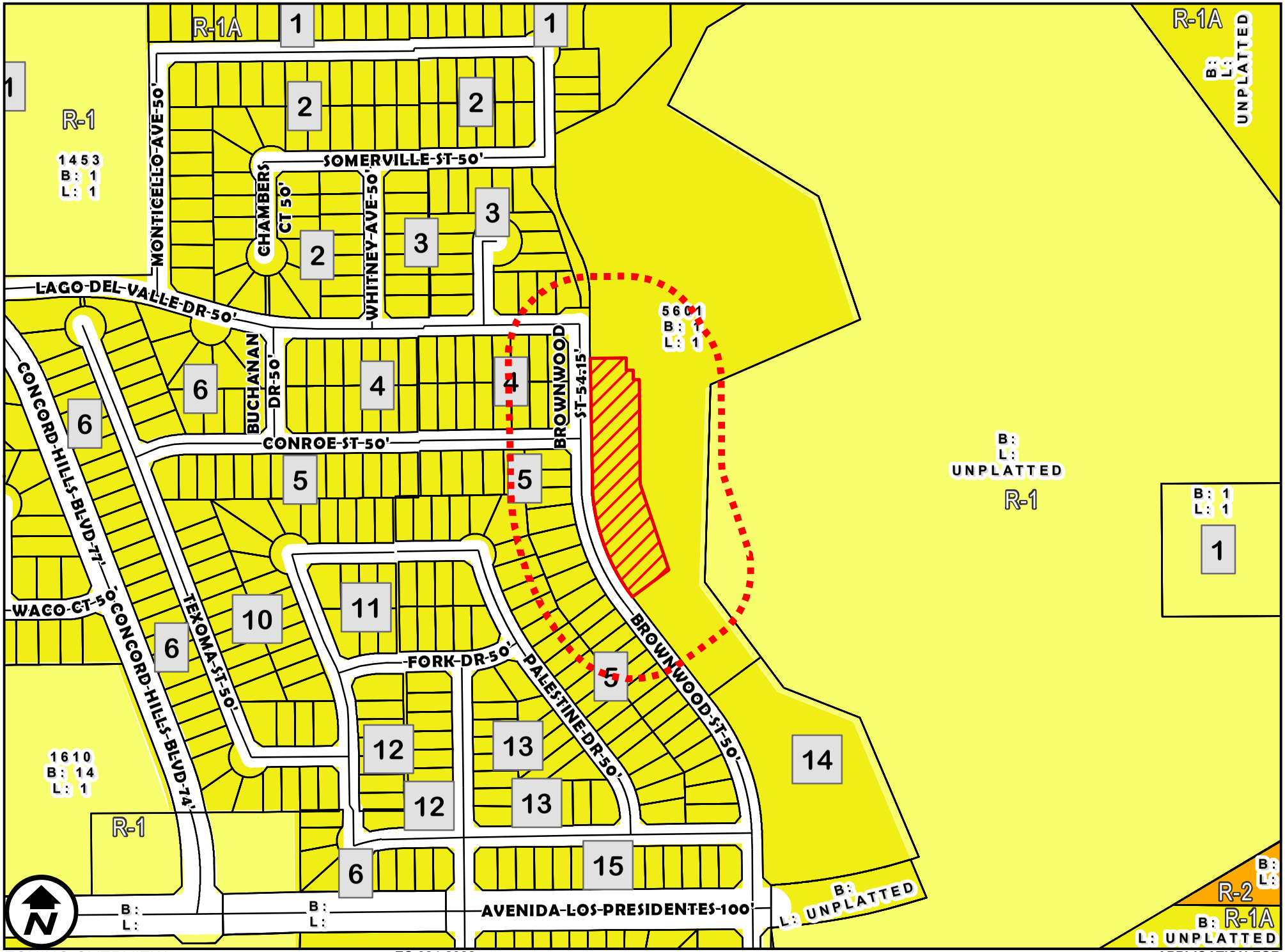
COUNCIL DISTRICT 2

SOUTH OF STATE HIGHWAY 359 AND EAST OF CONCORD HILLS BOULEVARD

APPLICATION FOR

R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO

R-1A P.U.D. (SINGLE FAMILY REDUCED AREA DISTRICT PLANNED UNIT DEVELOPMENT)



ZONING OVERVIEW

1 inch = 300 feet

ZC-084-2022

COUNCIL DISTRICT 2

SOUTH OF STATE HIGHWAY 359 AND EAST OF CONCORD HILLS BOULEVARD

APPLICATION FOR

R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO

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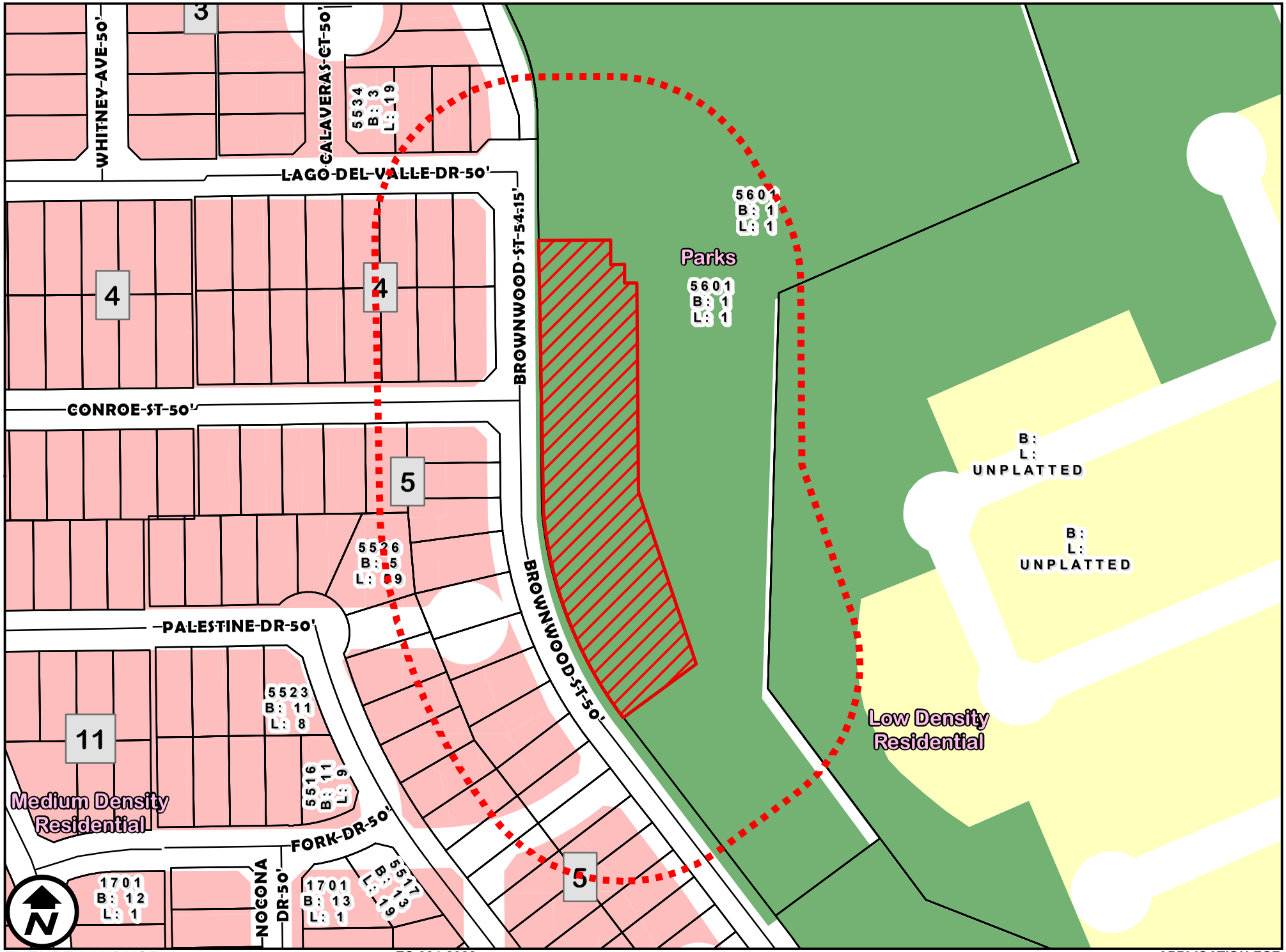

FUTURE LANDUSE

1 inch = 150 feet

ZC-084-2022

COUNCIL DISTRICT 2

SOUTH OF STATE HIGHWAY 359 AND EAST OF CONCORD HILLS BOULEVARD

APPLICATION FOR

R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO

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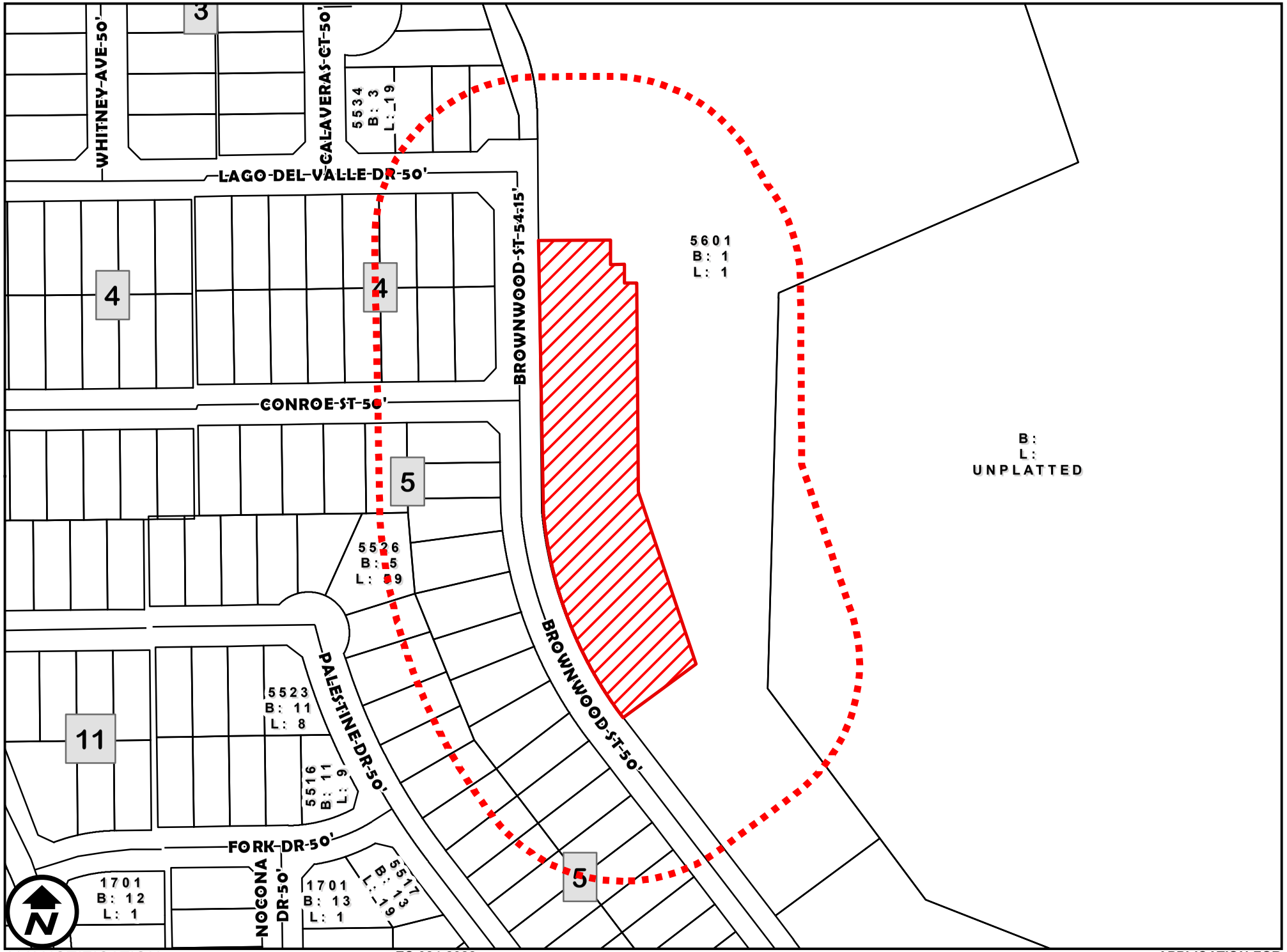

200' NOTIFICATION

1 inch = 150 feet

ZC-084-2022

COUNCIL DISTRICT 2

SOUTH OF STATE HIGHWAY 359 AND EAST OF CONCORD HILLS BOULEVARD

APPLICATION FOR

R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO

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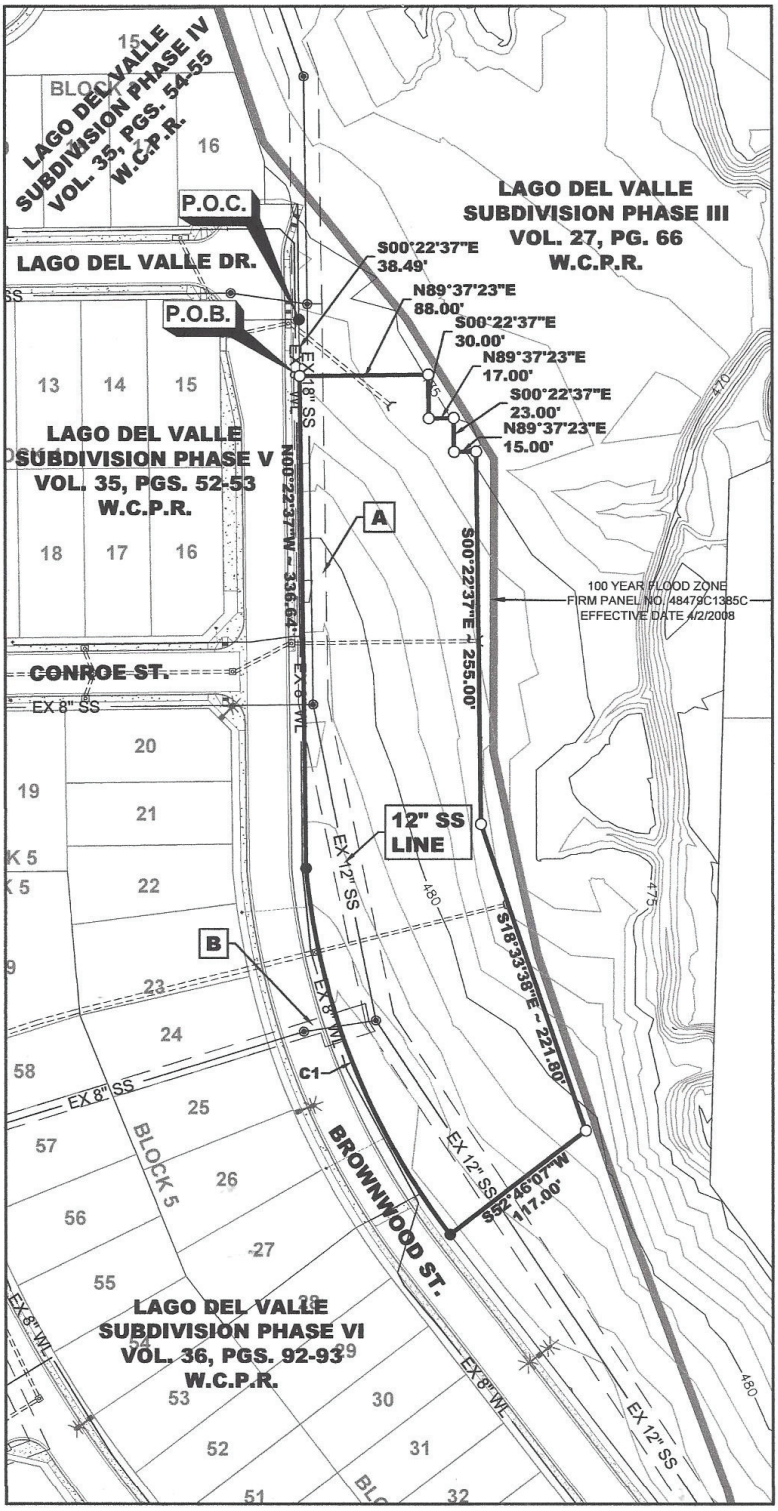


N

W E

S

SCALE: 1" = 100'

LEGEND

● - ½"Ø I.R. FOUND
○ - ½"Ø I.R. SET

BASIS OF BEARINGS

LAGO DEL VALLE PHASE III
VOLUME 27, PAGE 66
WEBB COUNTY PLAT RECORDS

NOTES

1. ALL STREET RIGHT-OF-WAYS ARE 50' WIDE.
2. EXISTING HEAVY VEGETATION WITH MULTIPLE TREES OF 4" CALIPER ON PROPERTY.

EASEMENTS

A. 20' OFFSITE UTILITY EASEMENT
VOL. 25, PGS. 114-115
W.C.P.R.

B. 10' OFFSITE UTILITY EASEMENT
VOL. 27, PGS. 48-50
W.C.P.R.

CURVE DATA TABLE

CURVE#	RADIUS	ANGLE	TANGENT	CURVE LENGTH	CHORD LENGTH	CHORD BEARING
C1	486.41'	32°11'57"	140.39'	273.35'	269.77'	N21°07'55"W

Improvement survey of a 1.598 acre tract (69,614.48 sf) being out of Tract I from the Mezquite Land Development Inc. deed recorded in Volume 5296, Pages 137-144, W.C.O.P.R.

STATE OF TEXAS
REGISTERED
RUBEN FLETES
1998
PROFESSIONAL
LAND 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.

RUBEN FLETES, R.P.L.S. No. 1998 DATE 9/12/22

CRANE ENGINEERING CORP.
1310 JUNCTION DRIVE SUITE B
LAREDO, TX 78041 956-712-1996
FIRM REGISTRATION NO. F-3353
IN ASSOCIATION WITH
FLETES SURVEY COMPANY
Ruben Fletes, R.P.L.S.
P.O. Box 216
Kemp, Texas 75143

Legal Description for
a 1.598 acre tract out of
Mezquite Land Development, Inc. Tract I

A tract of land containing 1.598 acres, more or less out of Porcion 33, Jose Dionisio Trevino, original grantee, Abstract No. 3084, Webb County Texas, said 1.598 acres being out of Tract I respectively, conveyed in deed to Mezquite Land Development, Inc., as recorded in Volume 5296, Pages 137-144, Webb County Official Public Records; this tract of land containing 1.598 acres, more or less, being more particularly described by metes and bounds as follows:

COMMENCING at a found ½" diameter iron rod, same being the southeast corner of Lago Del Valle Drive R.O.W. recorded with Lago Del Valle Phase III in Volume 27, Page 66, Webb County Plat Records, same point being the northeast corner of Lago Del Valle Phase V recorded in Volume 35, Pages 52-53, Webb County Plat Records;

THENCE along the common boundary between Lago Del Valle Phase III, Lago Del Valle Phase V, S 00° 22' 37" E, a distance of 38.49 feet to a set ½" diameter iron rod and the **POINT OF BEGINNING** of this tract;

THENCE through the interior of Lago Del Valle Phase III, the following calls and distances:

N 89° 37' 23" E, a distance of 88.00 feet to a set ½" diameter iron rod and exterior corner hereof;

S 00° 22' 37" E, a distance of 30.00 feet to a set ½" diameter iron rod and interior corner hereof;

N 89° 37' 23" E, a distance of 17.00 feet to a set ½" diameter iron rod and exterior corner hereof;

S 00° 22' 37" E, a distance of 23.00 feet to a set ½" diameter iron rod and interior corner hereof;

N 89° 37' 23" E, a distance of 15.00 feet to a set ½" diameter iron rod and exterior corner hereof;

S 00° 22' 37" E, a distance of 255.00 feet to a set ½" diameter iron rod and interior corner hereof;

S 18° 33' 38" E, a distance of 221.80 feet to a set ½" diameter iron rod and exterior corner hereof;

S 52° 46' 07" W, a distance of 117.00 feet to a found ½" diameter iron rod, same point being along the west boundary of Lago Del Valle Phase III, and the east boundary of Lago Del Valle Phase VI as recorded in Volume 36, Pages 92-93, Webb County Plat Records, and exterior corner hereof;

THENCE along the aforementioned common boundary line and said curve to the right having a radius of 486.41 feet, delta angle of 32° 11' 57", tangent of 140.39 feet, chord bearing of N 21° 07' 55" W and chord distance of 269.77 feet, a distance of 34.51 feet along curve intersecting with a found ½" diameter iron rod, being the southeast corner of Lago Del Valle Phase V, and exterior corner along the east side of Lago Del Valle Phase VI and a point on the east right-of way line of Brownwood St. for reference, then continuing along said curve, a total distance of 273.35 to a found ½" diameter iron rod, and exterior corner hereof;

THENCE N 00°22' 37" W, along common boundary line of Lago Del Valle Phase III and Lago Del Valle Phase V and the east right-of-way line of Brownwood St., a distance of

336.64 feet to the **POINT OF BEGINNING**, containing within these metes and bounds 1.598 acres, more or less.

Ruben Fletes, R.P.L.S.
TX # 1998

9/13/22
Date

Basis of Bearings:

Lago Del Valle Subdivision
Phase III
Volume 27, Page 66
Webb County Plat Records

ORDINANCE NO. 2022-O-171

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING THE ISSUANCE OF A PLANNED UNIT DEVELOPMENT FOR SINGLE FAMILY TOWNHOUSES ON APPROXIMATELY 1.598 ACRES, OUT OF PORCION 33, JOSE DIONISIO TREVINO, ORIGINAL GRANTEE, ABSTRACT NUMBER 3084, WEBB COUNTY TEXAS, SAID 1.598 ACRES BEING OUT OF TRACT I RESPECTIVELY, CONVEYED IN DEED TO MEZQUITE LAND DEVELOPMENT, INCORPORATED, AS RECORDED IN VOLUME 5296, PAGES 137-144, WEBB COUNTY OFFICIAL PUBLIC RECORDS, LOCATED SOUTH OF STATE HIGHWAY 359 AND EAST OF CONCORD HILLS BOULEVARD, FROM R-1A (SINGLE FAMILY REDUCED AREA) TO R-1A P.U.D.(SINGLE FAMILY REDUCED AREA - PLANNED UNIT DEVELOPMENT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a request has been received for the issuance of a Planned Unit Development for single family townhouses on approximately 1.598 acres, out of Porcion 33, Jose Dionisio Trevino, Original Grantee, Abstract Number 3084, Webb County Texas, said 1.598 acres being out of Tract I respectively, conveyed in deed to Mezquite Land Development, Incorporated, as recorded in Volume 5296, Pages 137-144, Webb County Official Public Records, located south of State Highway 359 and east of Concord Hills Boulevard, from R-1A (Single Family Reduced Area) to R-1A P.U.D.(Single Family Reduced Area - Planned Unit Development); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on September 1, 2022; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the issuance of the Planned Unit Development and,

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

WHEREAS, the City Council has held a public hearing on October 03, 2022, on the request and finds the Planned Unit Development appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by authorizing the issuance of a Planned Unit Development for single family townhouses on approximately 1.598 acres, out of Porcion 33, Jose Dionisio Trevino, Original Grantee, Abstract Number 3084, Webb County Texas, said 1.598 acres being out of Tract I respectively, conveyed in deed to Mezquite Land Development, Incorporated, as recorded in Volume 5296, Pages 137-144, Webb County Official Public Records, located south of State Highway 359 and east of Concord Hills Boulevard, from R-1A (Single Family Reduced Area) to R-1A P.U.D.(Single Family Reduced Area - Planned Unit Development); and,

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, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

Final Reading of Ordinances 29.

City Council-Regular

Meeting Date: 10/17/2022

Initiated By: Riazul Mia, Assistant City Manager

Initiated By: L91 Properties LLC. / Edward Beckelhymer III, Owner/Applicant; Peua Consulting LLC / Oscar Castillo P.E., Representative

Staff Source: Orlando D. Navarro, Planning Director

SUBJECT

2022-O-172 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximately 1.69 acre tract of land out of a 53.40 acre tract of land out of a tract of land conveyed to L91 BC Properties, Limited Liability Company, a Florida Limited Liability Company, as described in deed recorded in Volume 4430, pages 282-289, Official Public Records, Webb County, Texas, and containing 53.40 acre of land, and being situated in Porcion 28, E. Martinez, Abstract 241, Webb County, Texas, located south of East Saunders Street and west of Bob Bullock Loop, from R-1A (Single-Family Reduced Area District) to B-1 (Limited Business District).

ZC-087-2022
District IV

PREVIOUS COUNCIL ACTION

On September 19, 2022, City Council tabled the item.
In the interim, the applicant amended the application from a B-3 (Community Business District) to a B-1 (Limited Business District).
On October 3, 2022, the item was introduced, and City Council approved of the B-1 (Limited Business District) zoning district.

BACKGROUND

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

Proposed use: Commercial

Site: The site is currently vacant undeveloped land.

Surrounding land uses: To the north of the site is vacant undeveloped land and East Saunders Street. To the east is Chacon Creek, vacant undeveloped land, and Bob Bullock Loop. To the south is Asmussen Horse Center. To the west of the site is primarily vacant undeveloped land.

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=39

Transportation Plan: The Long Range Thoroughfare Plan identifies East Saunders Street as an Expressway and Bob Bullock Loop as an Expressway.
www.laredompo.org/wp-content/uploads/2021/05/2021-Future-Thoroughfare-Plan_2021.02.11.pdf

Letters sent to surrounding property owners: 6 In Favor: 0 Opposed: 0

COMMITTEE RECOMMENDATION

The Planning & Zoning Commission in a 4 to 1 vote recommended **approval** of the zone change for a B-3 (Community Business District) zoning district.

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 allow B-3 zoning districts.
2. The proposed zone change is anticipated to have a negative impact in the surrounding area or neighborhood.
3. The proposed use does not complement the surrounding uses.

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?
There is a community business district north of the site, yet the site abuts a large area of residential zoning districts.

Would this change create an isolated zoning district unrelated to surrounding districts?
No. To the north of the site is zoned B-3.

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-1A 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

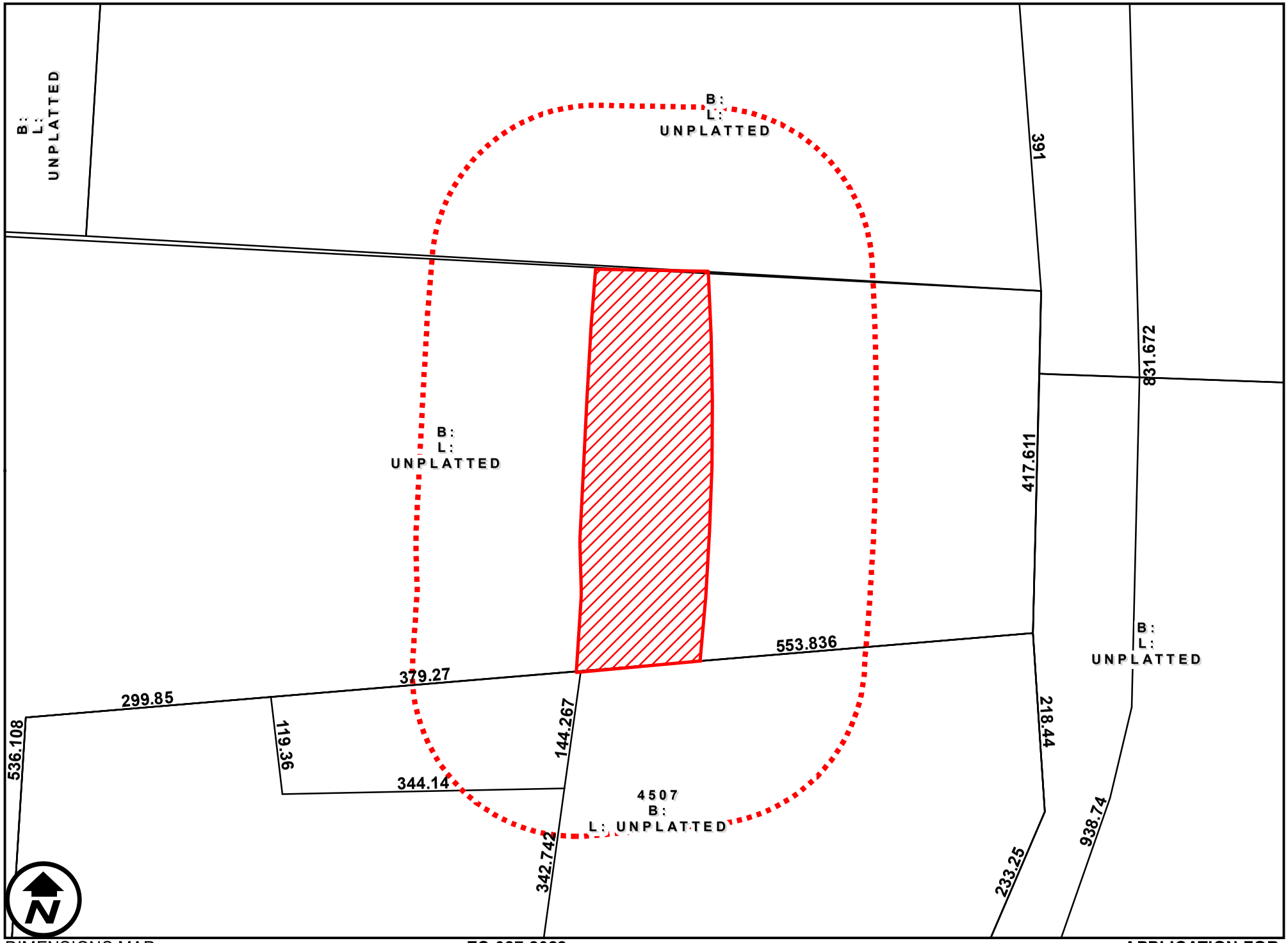
Maps
Survey
Ordinance - FINAL

AERIAL MAP

1 inch = 150 feet

ZC-087-2022
COUNCIL DISTRICT 4
SOUTH OF EAST SAUNDERS STREET AND WEST OF BOB BULLOCK LOOP

APPLICATION FOR
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO
B-3 (COMMUNITY BUSINESS DISTRICT)



DIMENSIONS MAP

1 inch = 150 feet

ZC-087-2022

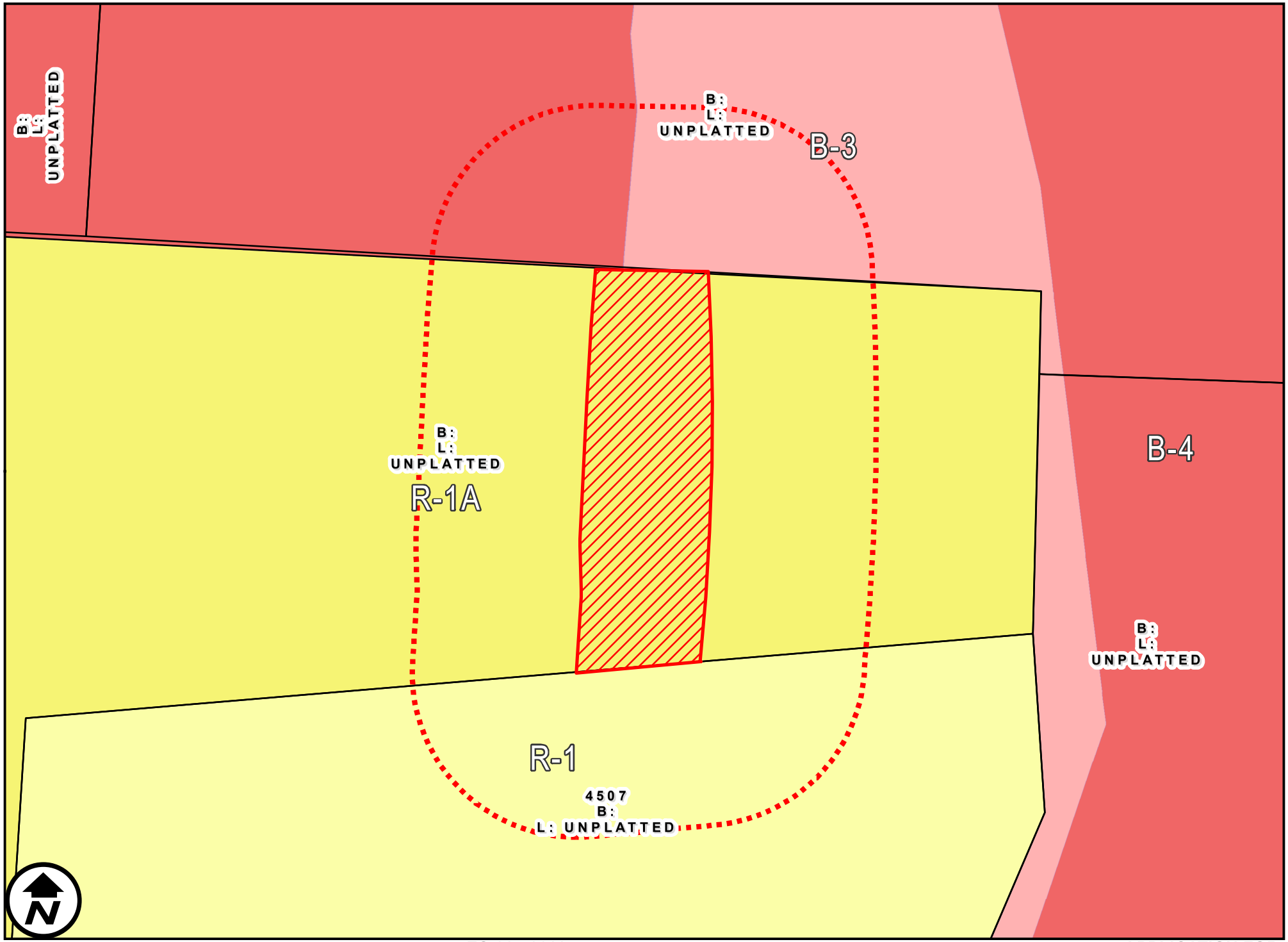
COUNCIL DISTRICT 4

SOUTH OF EAST SAUNDERS STREET AND WEST OF BOB BULLOCK LOOP

APPLICATION FOR

R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO

B-3 (COMMUNITY BUSINESS DISTRICT)



ZONING MAP

1 inch = 150 feet

ZC-087-2022
COUNCIL DISTRICT 4
SOUTH OF EAST SAUNDERS STREET AND WEST OF BOB BULLOCK LOOP

APPLICATION FOR
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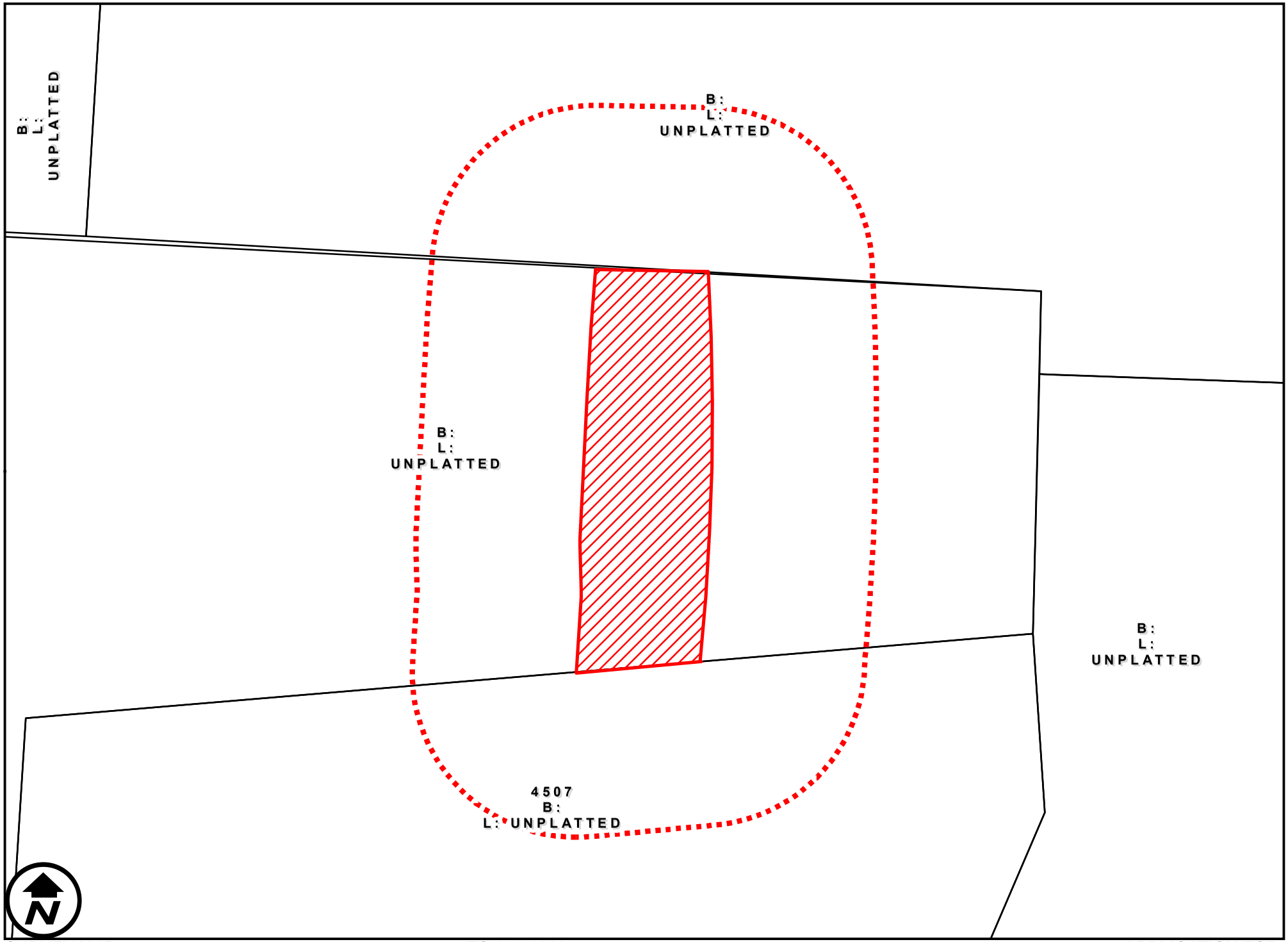
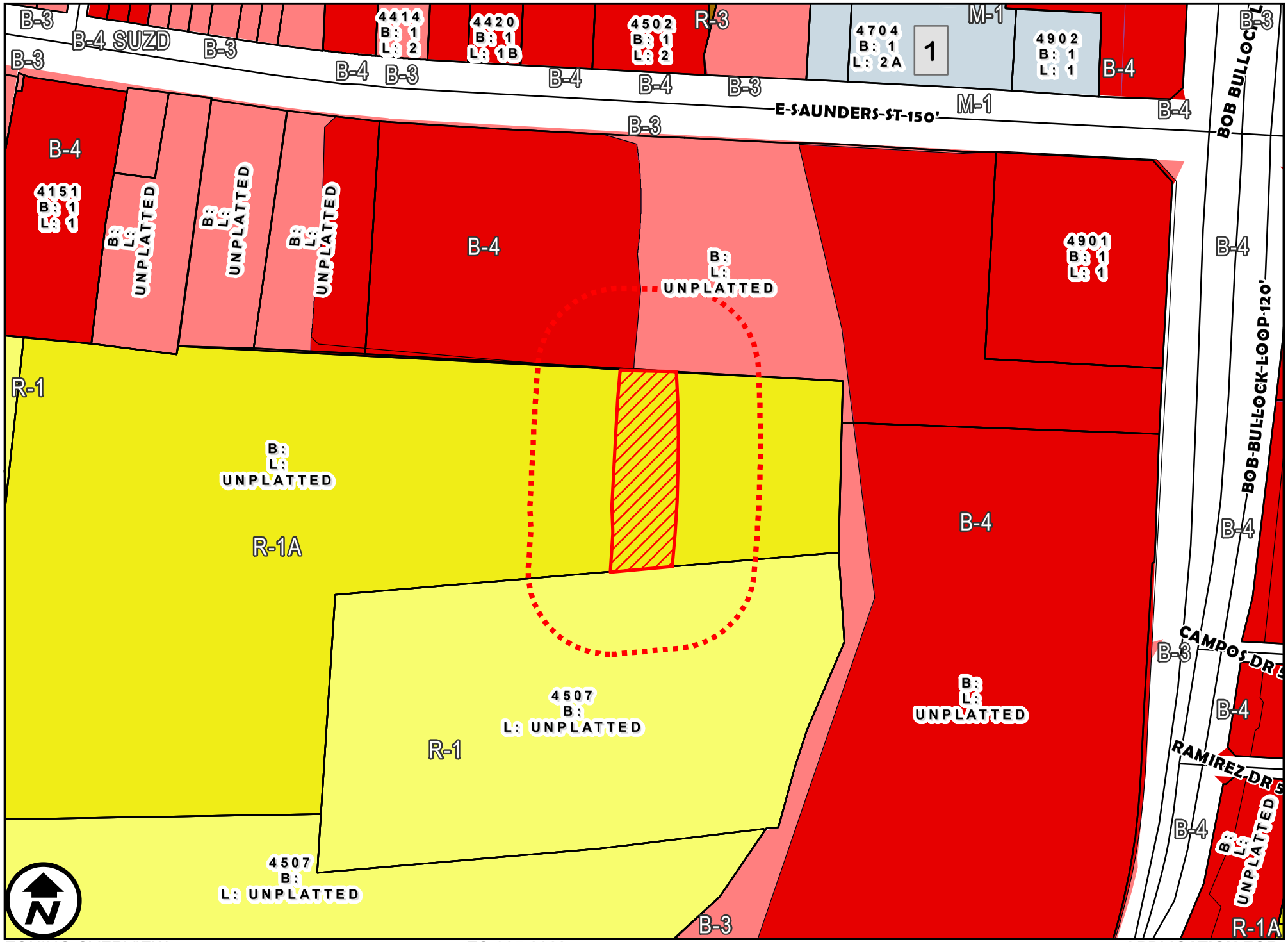


SURVEY MAP

1 inch = 150 feet

ZC-087-2022
COUNCIL DISTRICT 4
SOUTH OF EAST SAUNDERS STREET AND WEST OF BOB BULLOCK LOOP

APPLICATION FOR
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO
B-3 (COMMUNITY BUSINESS DISTRICT)

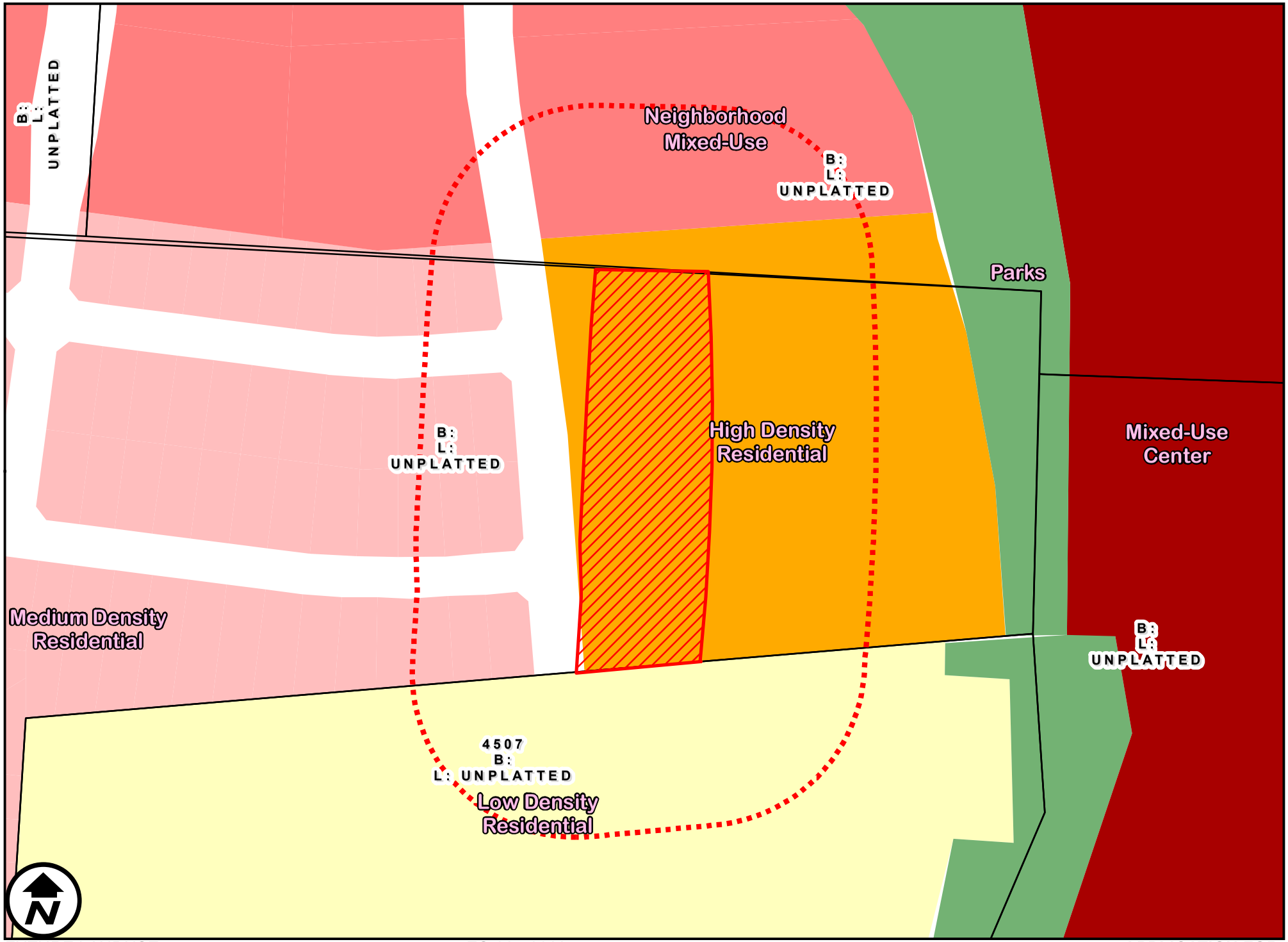


ZONING OVERVIEW

1 inch = 300 feet

ZC-087-2022
COUNCIL DISTRICT 4
SOUTH OF EAST SAUNDERS STREET AND WEST OF BOB BULLOCK LOOP

APPLICATION FOR
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO
B-3 (COMMUNITY BUSINESS DISTRICT)

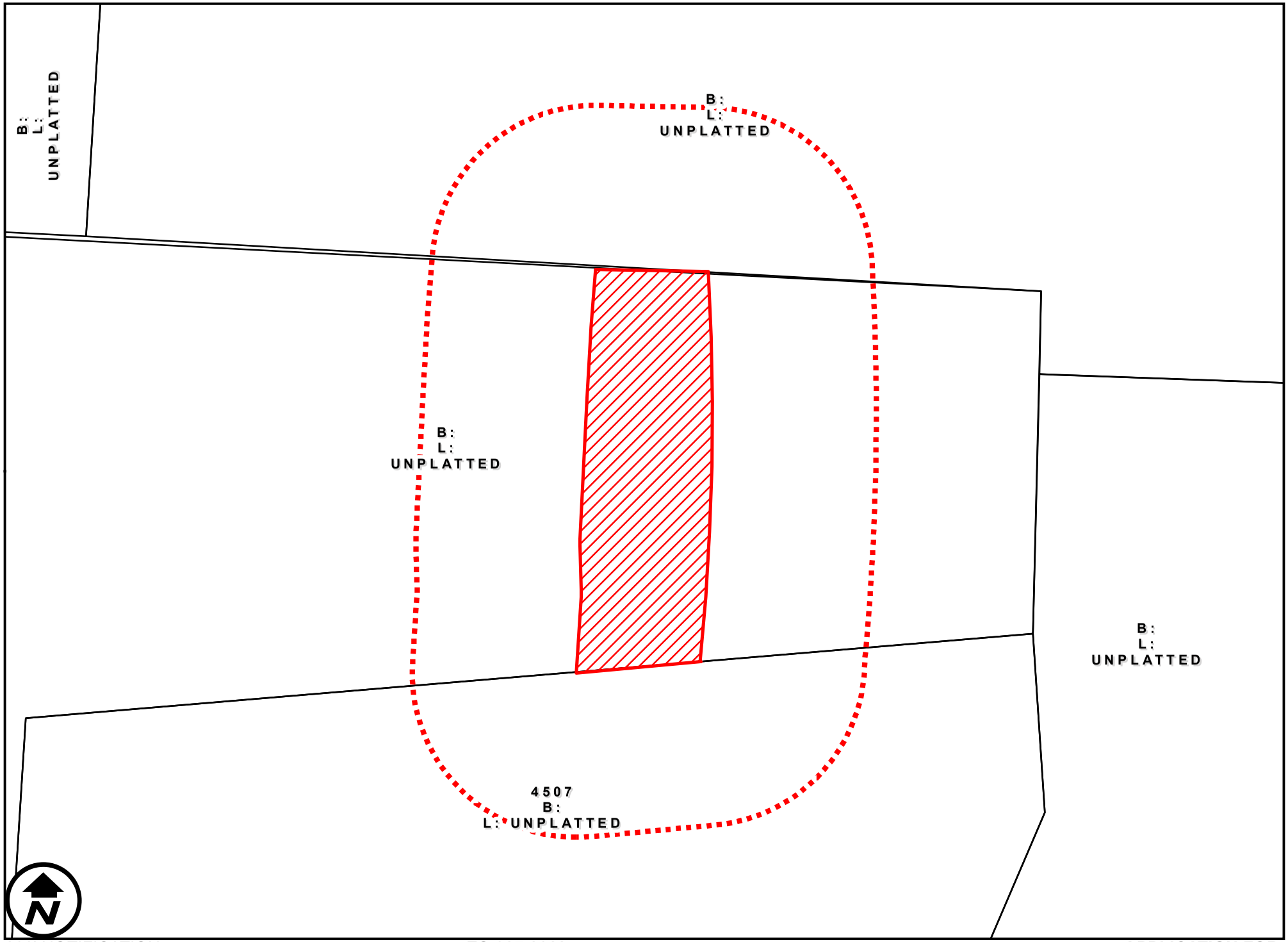


FUTURE LANDUSE

1 inch = 150 feet

ZC-087-2022
COUNCIL DISTRICT 4
SOUTH OF EAST SAUNDERS STREET AND WEST OF BOB BULLOCK LOOP

APPLICATION FOR
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO
B-3 (COMMUNITY BUSINESS DISTRICT)



200' NOTIFICATION

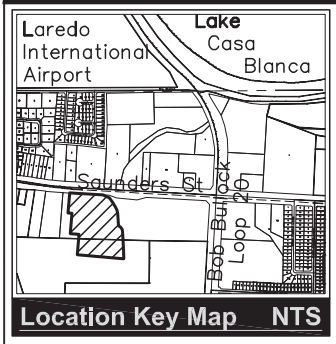
1 inch = 150 feet

ZC-087-2022
COUNCIL DISTRICT 4
SOUTH OF EAST SAUNDERS STREET AND WEST OF BOB BULLOCK LOOP

APPLICATION FOR
R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO
B-3 (COMMUNITY BUSINESS DISTRICT)

SURVEY OF

a **1.69 acre** tract of land
out of a tract of land conveyed to L91 BC Properties LLC
Situated in Porcion 28, E. Martinez, Abstract 241
Webb County, Texas.



GRAPHIC SCALE
0
(IN FEET)
1 Inch = 200 Ft.

Limits of a 100 Year Frequency Flood Zone "AE" as per Flood Insurance Rate Maps for Webb County, Texas Community Panel No. 48479c1215C Effective Date of April 2, 2008

Point of Beginning
½" Iron Rod

EAST SAUNDERS ST.
(U.S. HIGHWAY 59)

Found Concrete Monument

Chacon Creek

Line Table		
Line #	Direction	Length
L1	S 85°13'52" W	152.56'
L2	N 04°09'36" E	92.73'
L3	N 01°14'08" W	53.40'
L4	N 03°23'51" E	170.95'
L5	N 03°43'52" E	69.97'
L6	N 03°43'52" E	18.35'
L7	N 05°01'17" E	70.12'
L8	S 88°22'53" E	137.67'

Curve Table				
Curve #	Length	Radius	Chord Direction	Chord Length
C1	9.42'	100.00'	N1° 27' 44"E	9.41'
C2	8.09'	100.00'	N1° 04' 51"E	8.08'
C3	476.11'	3033.18'	S1° 38' 08"W	475.63'

L91 BC Properties LLC
Florida Limited Liability Company
Volume 4430, Pages 282–289
O.P.R.W.C.T.

Private Roadway Easement Conveyed to Keith Asmussen Et Ux
Volume 437, Pages 47–48
D.R.W.C.T.

1.69 acre tract of land

PORCION 28
E. MARTINEZ
ABSTRACT 241

1.0813 Acres
Leticia Barcenas Escobedo
(Vol. 2464, Pg. 301–306)
O.P.R.W.C.T.

6.4253 Acres
Albert Lowry
(Vol. 2875, Pg. 419–423)
O.P.R.W.C.T.

Set ½" Iron Rod

Point of Beginning
Set ½" Iron Rod

STATE OF TEXAS
REGISTERED
JULIAN JAVIER RUIZ
5304
PROFESSIONAL
LAND SURVEYOR

Basis of Bearings: Texas South Zone – 4205 – NAD 83

Note: Not all utilities or easements shown hereon.

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT THIS SURVEY 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 WERE PROPERLY PLACED OR LOCATED.

Julian Javier Ruiz, R.P.L.S. No. 5304–TEXAS

07–18–2022
CURRENT DATE:

JJ RUIZ Land Surveying
3292 El Indio Hwy, TX.
www.jjruizlandsurveying.com
Phone 956-568-4470
Fax 956-568-4471

TECH: J.J.R.
Q.C.: JJR
JOB No.: 22035
DATE: 07–18–22
F.B.: 000
PG.: 000
SHEET: 1 OF 2

3292 El Indio Hwy
Eagle Pass, Texas 78852
www.jjruizlandsurveying.com
Phone 956-568-4470
Fax 956-568-4471

J RUIZ
J Land Surveying

Field Notes
for a 1.69 acre tract of land
out of a tract of land conveyed to L91 BC Properties LLC
situated in Porcion 28, E. Martinez, Abstract 241
Webb County, Texas

Being a 1.69 acre tract of land out of a 53.40 acre tract of land out of a tract of land conveyed to L91 BC Properties LLC, a Florida Limited liability company, as described in deed recorded in Volume 4430, Pages 282-289, Official Public Records, Webb County, Texas, and containing 53.40 acre of land, and being situated in Porcion 28, E. Martinez, Abstract 241, Webb County, Texas, and being more particularly described by metes and bounds, as follows, to wit:

Beginning at a ***½" iron rod*** set at westerly line of Chacon Creek, at the northerly line of a tract of land conveyed to Albert Lowry, described in deed recorded in Volume 2875, Pages 419-423, Official Public Records, Webb County, Texas, for the southeast corner hereof;

Thence, ***South 85 degrees 13 minutes 52 seconds West, 152.56 feet*** to a ***½" iron rod*** set, for the southwest corner hereof;

Thence, ***North 04 degrees 09 minutes 36 seconds East, 92.73 feet***, to a ***½" iron rod*** set at the beginning of a curve to the left with a radius of ***100.00 feet***, for a point of curvature hereof;

Thence, with said curve to the left a distance of ***9.42 feet*** (Chord bearing ***North 01 degrees 27 minutes 44 seconds East, 9.41 feet***) to a ***½" iron rod*** set, for a point of tangency hereof;

Thence, ***North 01 degrees 14 minutes 08 seconds West, 53.40 feet*** to a ***½" iron rod*** set at the beginning of a curve to the right with a radius of ***100.00 feet***, for a point of curvature hereof;

Thence, with said curve to the right a distance of ***8.09 feet*** (Chord bearing ***North 01 degrees 04 minutes 51 seconds East, 8.08 feet***) to a ***point***, for a point of tangency hereof;

Thence, the following courses and distances:

North 03 degrees 23 minutes 51 seconds East, 170.95 feet to a ***½" iron rod*** set, for a point of deflection hereof;

North 03 degrees 43 minutes 52 seconds East, 69.97 feet to a ***½" iron rod*** set, for a point of deflection hereof;

North 03 degrees 43 minutes 52 seconds East, 18.35 feet to a ***½" iron rod*** set, for a point of deflection hereof;

Thence, ***North 05 degrees 01 minutes 17 seconds East, 70.12 feet*** to a ***½" iron rod*** set, for the northwest corner hereof;

Thence, ***South 88 degrees 22 minutes 53 seconds East, 137.67 feet*** to a ***½" iron rod*** set at the on a curve to the right with a radius of ***3033.18 feet***, for a point on curvature hereof;

Thence, with said curve to the right a distance of ***476.11 feet*** (Chord bearing ***South 01 degrees 38 minutes 08 seconds West, 475.63 feet***) to the Point of Beginning, and containing **1.69 acres** of land, more or less

Basis of Bearings: Texas South Zone – 4205 – NAD 83

State of Texas:
County of Maverick:

I, **Julian Javier Ruiz**, a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above captioned "Field Notes" and attached "Drawing" was prepared from an actual Survey performed on the ground under my supervision.

STATE OF TEXAS
REGISTERED
JULIAN JAVIER RUIZ
5304
LAND SURVEYOR

5304

R.P.L.S. No. 5304 – Texas

07-18-22
Current Date

ORDINANCE NO. 2022-O-172

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATELY 1.69 ACRE TRACT OF LAND OUT OF A 53.40 ACRE TRACT OF LAND OUT OF A TRACT OF LAND CONVEYED TO L91 BC PROPERTIES, LIMITED LIABILITY COMPANY, A FLORIDA LIMITED LIABILITY COMPANY, AS DESCRIBED IN DEED RECORDED IN VOLUME 4430, PAGES 282-289, OFFICIAL PUBLIC RECORDS, WEBB COUNTY, TEXAS, AND CONTAINING 53.40 ACRE OF LAND, AND BEING SITUATED IN PORCION 28, E. MARTINEZ, ABSTRACT 241, WEBB COUNTY, TEXAS, LOCATED SOUTH OF EAST SAUNDERS STREET AND WEST OF BOB BULLOCK LOOP, FROM R-1A (SINGLE FAMILY REDUCED AREA DISTRICT) TO B-1 (LIMITED BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE,

WHEREAS, a zone change has been requested by the owner of approximately 1.69 acre tract of land out of a 53.40 acre tract of land out of a tract of land conveyed to L91 BC Properties, Limited Liability Company, a Florida Limited Liability Company, as described in deed recorded in Volume 4430, Pages 282-289, Official Public Records, Webb County, Texas, and containing 53.40 acre of land, and being situated in Porcion 28, E. Martinez, Abstract 241, Webb County, Texas, located south of East Saunders Street and west of Bob Bullock Loop, from R-1A (Single Family Reduced Area District) to B-1 (Limited Business District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on August 18, 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 September 19, 2022 and tabled the item; and,

WHEREAS, the City Council has held a public hearing on October 03, 2022, during which they approved on the request of a B-1 (Limited Business District) 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 approximately 1.69 acre tract of land out of a 53.40 acre tract of land out of a tract of land conveyed to L91 BC Properties, Limited Liability Company, a Florida Limited Liability Company, as described in deed recorded in Volume 4430, Pages 282-289, Official Public Records, Webb County, Texas, and containing 53.40 acre of land, and being situated in Porcion 28, E. Martinez, Abstract 241, Webb County, Texas, located south of East Saunders Street and west of Bob Bullock Loop, from R-1A (Single Family Reduced Area District) to B-1 (Limited Business District).

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

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

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

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

Final Reading of Ordinances 30.

City Council-Regular
Meeting Date: 10/17/2022
Initiated By: Steve E. Landin, Assistant City Manager

Staff Source: Gilberto Sanchez, Interim Airport Director

SUBJECT

2022-O-173 Authorizing the Interim City Manager to amend the City of Laredo FY 2023 Airport Construction Budget to accept and appropriate revenues and expenses by the amount of $1,483,521.00 for Federal Aviation Administration Grant No. 3-48-0136-101-2022. This grant will be used for the reconstruction of Taxiway A at the Laredo International Airport. Local match is $164,836.00. Total project cost is $1,648,357.00; providing for severability; and providing for an effective date.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

The objective of the project is to reconstruct Taxiway A asphalt pavement, which has reached the end of its useful life and is currently in poor condition. The taxiway currently exhibits distresses such as weathering, and longitudinal and transverse cracking. The reconstruction will replace existing asphalt section with a concrete pavement section.

Reconstruction of Taxiway A will consist of removing existing taxiway asphalt pavement will be and replacing it with a new concrete pavement section. The project includes the demolition of 8,970 SY of asphalt pavement section, and 8,970 SY of 17" P-501 Concrete on top of 6" of asphalt base course on 6" flexible base course.

Benefits with the reconstruction of the Taxiway A include:
- Enhance safety and operational efficiency by improving the pavement condition
- Provide adequate concrete taxiway pavement section and greatly reduce FOD.

This project is in conformance with the Airport Master Plan and the Airport Layout Plan

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends the approval of this introductory ordinance.

Fiscal Impact

Fiscal Year: 2023
Bugeted Y/N?: Y
Source of Funds: 433 AIRPORT CONSTRUCTION
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:
Grant 101 will be appropriated in the Airport Construction Fund

Revenue Accounts:

433-0000-322-2062 AC0101 $1,483,521
433-0000-393-0242 AC0101 $164,836
433-0000-393-0242 ACPROP ($164,836)

Expense Accounts:
433-3662-585-9301 AC0101 $ 1,648,357
433-3674-585-9301 ACPROP ($164,836)

Attachments

Grant Agreement
Ordinance No. 2022-O-173

U.S. Department of Transportation Federal Aviation Administration

Airports Division Southwest Region Texas

Texas Airports District Office: 10101 Hillwood Pkwy Fort Worth, TX 76177-1524

September 19, 2022

Mr. Gilberto Sanchez
Interim Airport Director
Laredo International Airport
5210 Bob Bullock Loop
Laredo, Texas 78402

Dear Mr. Gilberto Sanchez:

The Grant Offer for the Bipartisan Infrastructure Law (BIL) - Airport Infrastructure Grant (AIG) Project No. 3-48-0136-101-2022 at Laredo International Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 27, 2022**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution

date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
    1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
    2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Marcelino Sanchez, (817) 222-5652, marcelino.sanchez@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Kim Brockman (Sep 19, 2022 15:09 CDT)

Kim Brockman
Acting Manager
Texas Airports District Office

U.S. Department of Transportation Federal Aviation Administration

AIRPORT INFRASTRUCTURE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	September 19, 2022
Airport/Planning Area	Laredo International Airport
Airport Infrastructure Grant Number	3-48-0136-101-2022
Unique Entity Identifier	LZRUPGSSFEL1

TO: City of Laredo
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated August 31, 2022, for a grant of Federal funds for a project at or associated with the Laredo International Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Laredo International Airport (herein called the "Project") consisting of the following:

Reconstruct Taxiway A

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out H.R. 3684, the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $1,483,521.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $ 0 for planning
   $ 1,483,521 airport development
   $ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in paragraph (2)(a)(1) Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

   c. Close Out and Termination

      1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary, and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), and the regulations, and the Secretary of Transportation's ("Secretary's") policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 27, 2022, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/SAM/pages/public/index.jsf.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of BIL Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can, subject to the availability of Federal funds, issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy American.** The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:

a. May not be increased for a planning project;

b. May be increased by not more than 15 percent for development projects if funds are available;

c. May be increased by not more than the greater of the following for a land project, if funds are available:

1. 15 percent; or

2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (Public Law 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

a. Verify the non-Federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., sub-contracts).

c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

   1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

   2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

      i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

      ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:

   1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;

   2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or

   3. Use forced labor in the performance of the Grant or any subgrants under this Grant.

b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity:

   1. Is determined to have violated a prohibition in paragraph (a) of this condition; or

   2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Condition through conduct that is either –

      i. Associated with performance under this Grant; or

      ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 CFR Part 1200.

c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.

d. Our right to terminate unilaterally that is described in paragraph (a) of this Condition:

   1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

2. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.

23. **BIL Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated November 2015, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:

i. Gross mismanagement of a Federal grant;
ii. Gross waste of Federal funds;
iii. An abuse of authority relating to implementation or use of Federal funds;
iv. A substantial and specific danger to public health or safety; or
v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered - The persons and bodies to which a disclosure by an employee is covered are as follows:

i. A member of Congress or a representative of a committee of Congress;
ii. An Inspector General;
iii. The Government Accountability Office;
iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
v. A court or grand jury;
vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
vii. An authorized official of the Department of Justice or other law enforcement agency.

3. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General. Actions, limitations, and exceptions of the OIG's office are established under 41 U.S.C. § 4712(b).

6. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

SPECIAL CONDITIONS

26. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Kim Brockman (Sep 19, 2022 15:09 CDT)

(Signature)

Kim Brockman

(Typed Name)

Acting Manager, Texas ADO

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated September 19, 2022

City of Laredo

(Name of Sponsor)

Rosario C. Cabello (Sep 19, 2022 15:23 CDT)

(Signature of Sponsor's Authorized Official)

By: Rosario C. Cabello

(Typed Name of Sponsor's Authorized Official)

Title: Interim City Manager

(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Doanh T. Nguyen , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of __Texas__. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at September 19, 2022

By: Doanh T. Nguyen
Doanh T. Nguyen (Sep 19, 2022 15:26 CDT)

(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Public Law 117-58, Division J, Title VIII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49, U.S.C. subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1], [2]

f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.[1]

g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act - 25 U.S.C. § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f))

m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act - 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of 49 U.S.C. § 47107(s) and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;
   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
   3. Promptly notifying aviators of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

   1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

   2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

   3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

   4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

   Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and

which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

   1. eliminate such adverse effect in a manner approved by the Secretary; or
   2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
   3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**City of Laredo**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., or Public Law 117-58, Division J, Title VIII it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Infrastructure Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf) for AIG projects as of August 31, 2022.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

   1. Describes the requests;
   2. Provides an explanation as to why the requests could not be accommodated; and
   3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

ORDINANCE 2022-O-173

AUTHORIZING THE INTERIM CITY MANAGER TO AMEND THE CITY OF LAREDO FY 2023 AIRPORT CONSTRUCTION BUDGET TO ACCEPT AND APPROPRIATE REVENUES AND EXPENSES BY THE AMOUNT OF $1,483,521 FOR FEDERAL AVIATION ADMINISTRATION GRANT NO. 3-48-0136-101-2022. THIS GRANT WILL BE USED FOR THE RECONSTRUCTION OF TAXIWAY A AT THE LAREDO INTERNATIONAL AIRPORT. LOCAL MATCH IS $164,836. TOTAL PROJECT COST IS $1,648,357; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Interim Airport Director recommends that the Mayor And City Council authorize the Interim City Manager to amend the City of Laredo FY 2023 Airport Construction Budget to accept and appropriate revenues and expenses by the amount of $1,483,521 for Federal Aviation Administration Grant No. 3-48-0136-101-2022; and

WHEREAS, the FY 2022-2023 budget shall be amended to appropriate revenues and expenditures in the amount of $1,483,521; and

WHEREAS, said grant will be used for the reconstruction of Taxiway A at the Laredo International Airport. Local match is $164,836. Total project cost is $1,648,357; and

WHEREAS, the City Council of the City of Laredo having heard the recommendations of the Interim 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 amend the City of Laredo FY 2023 Airport Construction Budget to accept and appropriate revenues and expenses by the amount of $1,483,521 for Federal Aviation Administration Grant No. 3-48-0136-101-2022. This grant will be used for the reconstruction of Taxiway A at the Laredo International Airport. Local match is $164,836. Total project cost is $1,648,357.

SECTION 2. This ordinance shall be cumulative of all provisions of ordinances of the City of Laredo, except where 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 ordinances, shall be declared unconstitutional by the valid judgment or decree or any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4. This Ordinance shall become effective upon passage thereof.

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:

_____
DOANH T. NGUYEN
CITY ATTORNEY

Final Reading of Ordinances 31.

City Council-Regular

Meeting Date: 10/17/2022

Initiated By: Riazul Mia, Assistant City Manager

Initiated By: Anita Stanley

Staff Source: Juan J. Gomez, Jr.

SUBJECT

2022-O-174 Amending Chapter 23, Section 23-4 (Parks and Recreation) of the Code of Ordinances of the City of Laredo to incorporate a flag football league fee of $200.00 per team; to incorporate a $10.00 fee per player per year, or $5.00 per year if they have a current membership card for any City of Laredo Recreational Facility, for all players participating in local leagues that have entered into temporary license agreements with the City of Laredo; and authorizing the Interim City 3 Manager to amend the City of Laredo FY22-23 Recreation Fund budget by appropriating revenues and expenditures in the amount of $45,000.00. Revenues are from funds generated by the team fees and players' fees and will be used for recreation equipment, maintenance, and operations for the fields; containing a savings clause; containing a severability clause; and providing an effective date.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On October 3, 2022, Council approved the Introductory Ordinance to charge a $10 fee

On March 21, 2022, City Council directed that a $10 fee be incorporated per player per year, or $5 per year if they have a current membership card for any City of Laredo recreational facility, for all players participating in local leagues that have entered into Temporary License Agreements with the City of Laredo.

BACKGROUND

On March 21, 2022, a presentation was given to City Council regarding all sports leagues operating in the City of Laredo. It was discussed that in order to offset a portion of the cost of supplies, maintenance, and operations of our recreational facilities, a user fee be incorporated per player.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends approval.

Fiscal Impact

Fiscal Year:

Bugeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Revenues Flag Football Fees $45,000 Expenses Reserve $45,000

Attachments

Ordinance amending Chapter 23, $10 fee

PUBLIC HEARING AND INTRODUCTORY ORDINANCE

AMENDING CHAPTER 23, SECTION 23-4 (PARKS AND RECREATION) OF THE CODE OF ORDINANCES OF THE CITY OF LAREDO TO INCORPORATE A FLAG FOOTBALL LEAGUE FEE OF $200 PER TEAM; TO INCORPORATE A $10 FEE PER PLAYER PER YEAR, OR $5 PER YEAR IF THEY HAVE A CURRENT MEMBERSHIP CARD FOR ANY CITY OF LAREDO RECREATIONAL FACILITY, FOR ALL PLAYERS PARTICIPATING IN LOCAL LEAGUES THAT HAVE ENTERED INTO TEMPORARY LICENSE AGREEMENTS WITH THE CITY OF LAREDO; AND AUTHORIZING THE INTERIM CITY MANAGER TO AMEND THE CITY OF LAREDO FY22-23 CITY OF LAREDO RECREATION FUND BUDGET BY APPROPRIATING REVENUES AND EXPENDITURES IN THE AMOUNT OF $45,000. REVENUES ARE FROM FUNDS GENERATED BY THE TEAM FEES AND PLAYER'S FEES AND WILL BE USED FOR RECREATION EQUIPMENT, MAINTENANCE, AND OPERATIONS FOR THE FIELDS, CONTAINING A SAVINGS CLAUSE, CONTAINING A SEVERABILITY CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 16, 2022, City Council approved the amendment of Chapter 23, Article 1, Section 23-4, of the Code of Ordinances and Ordinance 2017-O-176 to incorporate a baseball league fee of $200 per team and authorize the Interim City Manager to amend the City of Laredo FY21-22 Recreation Fund budget by appropriating revenues and expenditures in the amount of $2,400; and

WHEREAS, on March 21, 2022, City Council directed that a $10 fee be incorporated per player per year, or $5 per year if they have a current membership card for any City of Laredo recreational facility, for all players participating in local leagues that have entered into Temporary License Agreements with the City of Laredo;

WHEREAS, the additional rental fees would offset the cost of supplies and maintenance and operations for the recreational facilities; and,

WHEREAS, City Council finds that said ordinance is fair and reasonable.

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

Section 1. Section 23-4 Recreational Facility Fees of Chapter 23, Parks and Recreation, City of Laredo Code of Ordinances, is hereby amended to read as follows:

The following league fees are hereby authorized:

(1) League fees: (excluding officials).

Basketball, per team ...$100.00

Volleyball, per team $90.00

Softball, per team $200.00

Baseball, per team …..$200.00

Soccer, per team $200.00

Rugby, per team $200.00

Flag Football ……..$200.00

$10 fee per player per year, or $5 per year if they have a current membership card for any City of Laredo Recreational facility, for all players participating in local leagues that have entered into Temporary License Agreements with the City of Laredo.

Revenues collected and applied to 248 funds will have restricted recreational fund use.

Section 2. The Interim City Manager is hereby authorized to amend the FY22-23 Recreation Fund to appropriate revenues and expenditures of $45,000.

Section 3. All ordinances or parts of ordinances that are inconsistent or in conflict herewith are hereby repealed.

Section 4. If any section, paragraph, subdivision, clause, phrase, or provision of this ordinance shall be adjudged or for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this ordinance shall not be affected thereby.

Section 5. This Ordinance shall become effective sixty (60) days after its passage.

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:

CITY ATTORNEY'S OFFICE

_____
BY: ASSISTANT CITY ATTORNEY

Final Reading of Ordinances 32.

City Council-Regular
Meeting Date: 10/17/2022
Initiated By: Steve E. Landin

Staff Source: Gilberto Sanchez, Interim Airport Director

SUBJECT

2022-O-175 Authorizing the Interim City Manager to execute a lease agreement between the Laredo International Airport and Carlos Bella and Ana Luisa Bella d/b/a Villa Laredo Restaurant for approximately 550 square feet on the second floor of the passenger terminal, located at 5210 Bob Bullock Loop. Said lease term is for five (5) years, and with one option to renew for an additional five (5) year option until September 30, 2032. Initial monthly rent shall be $750.00 and will be adjusted annually according to changes in the Consumer Price Index (CPI); and providing for an effective date.

PREVIOUS COUNCIL ACTION

Ordinance No. 2008-O-149, dated July 21, 2008
Ordinance No. 2013-O-068, dated May 10, 2013
Ordinance No. 2017-O-062, dated May 1, 2017
Ordinance No. 2020-O-128, dated October 5, 2020

BACKGROUND

Villa Laredo Restaurant has leased space from the Laredo International Airport for food concessions since 1989. Villa Laredo Restaurant is a tenant in good standing and wishes to continue their operations on the second floor of the passenger terminal. Villa Laredo will continue operating by selling snacks, food, and refreshments during flight operations.

The proposed lease agreement has a term of five (5) years with one option to renew for an additional five years, until 2032. Initial monthly rent shall be $750.00 a month and will be adjusted annually according to changes in the Consumer Price Index (CPI).

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends the approval of this introductory ordinance.

Fiscal Impact

Fiscal Year:	2023
Bugeted Y/N?:	Y
Source of Funds:	Aeronautical Bldg. Rent
Account #:	242-0000-361-1086
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Monthly Rent: $750.00
Annual Rent: $9,000.00

Attachments

Villa Laredo Lease Agreement
Ordinance No. 2022-O-175

STATE OF TEXAS §

COUNTY OF WEBB §

THIS AGREEMENT, made and entered into this ___ day of _____, 2022, by and between the CITY OF LAREDO, a home rule municipality in the County of Webb, State of Texas (hereinafter a "CITY"), and Carlos Bella and Ana Luisa Bella d/b/a Villa Laredo Restaurant (hereinafter called "CONCESSIONAIRE").

W I T N E S S E T H:

WHEREAS, CITY operates an airport known as the Laredo International Airport which is located in the City of Laredo, County of Webb, State of Texas, which is hereinafter called "Airport"; and,

WHEREAS, CITY desires CONCESSIONAIRE'S services at the Airport, and CONCESSIONAIRE is qualified to perform said services and to furnish facilities for use in connection therewith;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, CITY and CONCESSIONAIRE do hereby undertake, promise and agree, each for itself and its successors and assigns as follows:

1. DESCRIPTION OF LEASED PREMISES

CITY hereby leases, demises, and lets unto CONCESSIONAIRE, and CONCESSIONAIRE hereby leases and takes from CITY, certain Airport building space consisting 550 square feet located at the second floor level of the passendger terminal building
of the Laredo International Airport, which address is 5210 Bob Bullock Loop, located on Lot 1, Block 1 of the Laredo International Airport Passenger Terminal Subdivision Plat and recorded in Vol. 16, Pages 45-47 of the Webb County property records, and as shown in Exhibit "A", attached hereto and made a part hereof, hereinafter referred to as the "leased premises", for only the uses and purposes set forth herein.

2. TERM OF AGREEMENT

Subject to earlier termination as provided hereinafter, this Agreement shall be for five (5)
years commencing on November 1, 2022, and ending on October 31, 2027
with one (1) option to renew for an additional five (5) years, commencing on November 1, 2027, and ending on October 31, 2032.

3. CONCESSION RIGHTS AND USES GRANTED

A. Concession Grant

Subject to the limitations, terms, and conditions herein contained in this

Agreement, CITY grants to CONCESSIONAIRE the non-exclusive right to install, maintain and operate a food concession at the Airport from CONCESSIONAIRE'S leased premises where CONCESSIONAIRE may carry in stock, display, offer for sale, sell, receive and deliver only herein specified prepared food items (all hereinafter called "food concession merchandise") and no other kind of merchandise.

B. Specified Food Concession Merchandise

1. All concession merchandise subject to the grant herein must fall within one of the following (4) categories:

   a. Prepared Food Plates for consumption within the leased premises (e.g., hot meals;)

   b. Prepared Cold/Packaged items (e.g., sandwiches, cold cuts and delicatessen specialties);

   c. Soft Drinks (e.g., fountain, canned or bottled carbonated and non-carbonated drinks, bottled water, and flavored drinks to include natural and artificial flavored drinks.);

   d. Alcoholic and Non-Alcoholic Beverages to include beer, liquor and other related items which are customarily offered for sale in airport food concessions.

2. CONCESSIONAIRE may be granted the right to sell additional food concession merchandise from time to time pursuant to this Agreement only if such specific items are approved in writing by the Airport Manager.

C. Signs

CONCESSIONAIRE is hereby granted the right to install, operate, and maintain signs on the leased premises for the purpose of identifying the CONCESSIONAIRE provided the number, size, location, general type, and design of said signs and the method of installation shall have received the prior written approval of the Airport Manager prior to installation or modification. All signs shall be in accordance with the Airport's Tenants Signage Standards as shown on Exhibit "B".

D. Ingress and Egress

CITY grants to CONCESSIONAIRE, its officers, employees, agents, servants, patrons, invitees, suppliers of service, and furnishers of materials the non-exclusive right, to be exercised as set forth here, of ingress and

egress to the Airport for the sole purpose of gaining access to CONCESSIONAIRE'S leased premises. Said right is subject to the rules, regulations, applicable laws, codes, ordinances, policies and procedures relating to the use and operation of the Airport, and subject further at all times to the Airport Manager's approval and control. Provided further, such right may not cause damage to or interfere with the operation or maintenance of any part of the Airport or with any other tenant's operation.

4. **RIGHTS AND USES NOT GRANTED**

A. Other Uses Prohibited

All rights and uses of the leased premises or the Airport not expressly authorizedby this Agreement are prohibited. CONCESSIONAIRE shall not engage in any business, sell any merchandise, perform any service or activity on the leased premises or anywhere at the Airport other than those activities specifically authorized and contemplated under the terms of this Agreement.

5. **RIGHTS RESERVED BY CITY**

A. Right to Close Right of Ways

CITY may, at any time, temporarily or permanently close, consent to or request the closing of rights of way for access, ingress or egress, whether inside or outside the Airport terminal building, and any other area the Airport, in its environs presently or hereafter used as such, so long as a means of access, ingress and egress reasonably equivalent to that formerly provided is substituted therefore and is concurrently made available therefore. CONCESSIONAIRE understands and agrees that there may be inconveniences caused by construction or renovations of the Airport and CONCESSIONAIRE hereby releases and discharges CITY from any and all claims, demands or causes of action which it now or at any time hereafter may have against CITY arising or alleged to arise of the closing of any right of way or other area used a such whether within the Airport, so long as CITY makes available a means of access, ingress and egress reasonably equivalent to that existing prior to each such modification.

B. Option to terminate for Federal Aid

All rights, privileges, or interests acquired by the CONCESSIONAIRE under the terms of this Agreement may, at the option of CITY, following written notice of thirty (30) days, be suspended or finally terminated if such suspension or termination is found by the CITY, acting in good faith, to be necessary to secure federal financial aid for the development and improvement of the Airport.

C. City Right of Access

The Airport Manager, or such person or persons as may be designated by him/her, shall have the right, at any and all reasonable hours, to enter upon the leased premises of CONCESSIONAIRE for the purpose and to the extent necessary to protect CITY'S rights and interest, to examine and inspect the Airport for Airport repairs or modifications, to provide for periodic inspections of the leased premises from the standpoint of safety and health, and to check CONCESSIONAIRE'S compliance with the terms of this Agreement.

D. Sale of Specific Products

1. CITY reserves the right in its sole discretion to require the CONCESSIONAIRE to stock and sell specific products other than the products CONCESSIONAIRE ordinarily or customarily stocks.

2. CITY reserves the right in its sole discretion to prohibit CONCESSIONAIRE from displaying specific items or merchandise which may be controversial, disruptive or unwholesome to the peace and tranquility of the Airport or which may be inappropriate for display to children.

3. In the event of any question or dispute arises at to the sale of any specific item on the leased premises, CONCESSIONAIRE may submit a request in writing from the Airport Manager asking that the matter be reviewed. The Airport Manager shall give a decision in writing and such determination shall be considered as final and binding in the matter. CONCESSIONAIRE shall abide by and conform to the decision of the Airport Manager.

F. Right of Utility Easement

CITY reserves the right for itself and others to existing utility easements over, under or across the leased premises, to grant necessary utility easements therefore, provided in the exercise of such rights it shall not unreasonably interfere with improvements caused by CONCESSIONAIRE'S use of the leased premises, and that it shall repair any damage to the leased premises and leasehold improvements caused by CITY as a result of the exercise of such reserved rights.

6. OBLIGATIONS OF CONCESSIONAIRE

A. General Construction

CONCESSIONAIRE agrees to operate, manage, and maintain at its sole cost, a food concession in the leased premises. The prior written approval of the Airport Manager for the plans and specifications for the modification of said

food concession must be obtained before any modification/construction is begun.

B. Trade Fixtures

All non-affixed items, including cash registers, safes, racks, shelving, showcases, and other display fixtures are referred to herein as "trade fixtures".

C. Approval of Plans and Specifications

(1) Any fixed improvements to be made to or upon the leased premises by CONCESSIONAIRE (and any subsequent alterations or additions to fixed improvements), and racks, shelving, showcases, and other display fixtures, shall be subject to the prior written approval of the Airport Manager. Full and complete plans and specifications for all work, facilities, and improvements, and the time required to complete same, shall be submitted to and receive the written approval of the Airport Manager before work or construction is commenced. First-class standards of design and construction will be required in connection with all such work, facilities, improvements, and trade fixtures. All construction shall conform with Airport's Tenants Signage Standards as shown in Exhibit "B".

(2) All improvements, equipment, furnishings, and fixtures, including the plans and specifications therefore, constructed or installed by CONCESSIONAIRE, its agents or contractors, shall conform in all respects to applicable statutes, ordinances, building codes, and rules and regulations. The approval given by the Airport Manager shall not constitute a representation or warranty as to such conformity; responsibility, therefore, shall at all times remain in CONCESSIONAIRE.

(3) Five (5) copies of plans for all improvements or subsequent changes therein or alterations thereof shall be given to the Airport Manager for review prior to commencement of construction; after final approval by the Airport Manager, he/she shall return to CONCESSIONAIRE one (1) approved copy for Concessionaire's records and shall retain one (1) approved copy as an official record thereof.

(4) Upon completion of all work, CONCESSIONAIRE shall provide the Airport Manager with two (2) completed sets of as-built drawings. CONCESSIONAIRE agrees that, upon the request of the Airport Manager CONCESSIONAIRE will inspect the premises jointly with CITY personnel to verify the as-built drawings.

D. Time Schedule

(1) Plans and Specifications for modifications/improvements shall be submitted by CONCESSIONAIRE to the Airport Manager for approval within twenty (20) days after the execution of this Agreement. If said plans and specifications do not meet with the approval of the Airport Manager within ten (10) days from receipt of same, CONCESSIONAIRE shall have ten (10) additional days thereafter within which to submit revised plans and specifications for approval. The Airport Manager shall, within ten (10) days of receipt of any subsequent plans and specifications, either approve or disapprove the plans and specifications so submitted with specifics. Approval by the Airport Manager shall extend to and include architectural and aesthetic matters and CITY reserves the right to reject any designs submitted and to require CONCESSIONAIRE to resubmit designs and layout proposals until they meet the Airport Manager's approval.

(2) In the event of disapproval by the Airport Manager of any portion of the plans and specifications, CONCESSIONAIRE shall promptly submit necessary modifications and revisions thereof. The Airport Manager shall not unreasonably withhold or delay such approval. No changes or alterations shall be made in said plans or specifications after initial approval by the Airport Manager, and no structural alterations or improvements shall be made to or upon the leased premises without the prior written approval of the Airport Manager. The Airport Manager agrees to act promptly upon such plans and specifications and upon requests for approval of changes or alterations in said plans and specifications.

E. Title

All modifications/improvements made to the leased premises and additions and alterations thereto made upon the leased premises by CONCESSIONAIRE shall remain the property of the CONCESSIONAIRE until the termination of this Agreement (whether by expiration of the term, cancellation, forfeiture, or otherwise), at which time fixed improvements shall become the property of CITY, unless CITY exercises its option to have CONCESSIONAIRE remove said equipment.

F. Replacement or Removal

CONCESSIONAIRE shall not replace or remove, in whole or in part, any elements of the leasehold improvements and trade fixtures in the leased premises without the prior written consent of The Airport Manager who may, at his/her discretion, condition such consent upon the obligation of CONCESSIONAIRE to replace the same by an improvement specified in such consent.

G. Alterations

CONCESSIONAIRE shall not make any structural alterations to the Airport terminal building without the prior written consent of The Airport Manager. If any such alterations are permitted, CONCESSIONAIRE shall pay all costs in connection therewith, including the restoration of the leased premises to the condition which existed prior to the making of such alterations by concessionaire, provided such restoration is demanded by CITY.

H. Conduct of Concession Operations

CONCESSIONAIRE shall conduct its concession operations in a first-class manner and in accordance with the highest standards for similar operations at other air terminals and in the region. The service shall be prompt, clean, courteous, and efficient. CONCESSIONAIRE shall maintain its leased premises at all times in a safe, clean, orderly, and inviting condition, to the reasonable satisfaction of the Airport Manager.

I. Quality of Goods/Merchandise - Prices

(1) It is specifically stipulated and agreed by and between CITY and CONCESSIONAIRE, with reference to the goods, services and merchandise sold by CONCESSIONAIRE to the public using the facilities of the Airport, that CONCESSIONAIRE will at all times maintain a degree of quality and quantity comparable to similar operations in airports of comparable size and standards throughout the United States.

(2) Prices charged by CONCESSIONAIRE for goods, services, and merchandise shall not exceed the prices charged for similar offerings at food concessions in the Laredo Metropolitan Area for comparable items.

(3) All goods, services, and merchandise sold or offered for sale by CONCESSIONAIRE must conform in all respects to federal, state, and municipal laws, ordinances, and regulations to include health codes.

(4) CONCESSIONAIRE agrees that it will furnish the CITY with a complete inventory of all merchandise which is offered or available for sale under this Agreement. The inventory shall be updated as items or products are added, deleted or substituted, and the CITY shall at all times be entitled to a current accurate inventory. Any such addition, deletion or substitution shall not, result in a decrease or reduction of the overall quantity, standard or variety of merchandise available for sale by the CONCESSIONAIRE. The City's Airport Manager shall have the right to determine if there has been such a decrease or reduction.

(5) CONCESSIONAIRE agrees to implement a pricing policy which will ensure that all merchandise available for sale will be sold to the traveling public and other consumers at reasonable, competitive prices. CONCESSIONAIRE further agrees to furnish the CITY with a current accurate price list of all merchandise available for sale by the CONCESSIONAIRE. The City's Airport Manager shall have the right to determine if the prices charged by the CONCESSIONAIRE are reasonable and competitive.

(6) CONCESSIONAIRE agrees to implement a discount pricing policy which will ensure that all merchandise available for sale will be sold to the Laredo International Airport Passenger Terminal employees to include the Airlines, Automobile Rental Companies, other Concessionaires, etc., with a minimum price discount of ten (10) percent on all merchandise available for sale.

J. Additional Airport Customer Services

CONCESSIONAIRE shall, at a minimum, accept the official currency of the Republic of Mexico in payment of its merchandise. Further, CONCESSIONAIRE agrees to accept traveler's checks and credit card payments for the sale of its merchandise.

K. Hours of Operation

FOOD CONCESSION:

CONCESSIONAIRE shall observe and comply with the following minimum requirements as relating to hours of concession operations at the Airport: (1) Adequate services to meet public demand are to be maintained in the terminal building at least one (1) hour prior to the first aircraft departure to one hour after the last aircraft arrival, each day, seven (7) days per week; (2) These hours of operation are subject to adjustment upon three (3) days' written notice by the Airport Manager to the CONCESSIONAIRE if changes in airline schedules require the modification of the hours.

BAR:

CONCESSIONAIRE shall provide adequate services to meet public demand.

L. Furnishings, Fixtures, and Equipment

Except as otherwise specifically provided herein, CONCESSIONAIRE shall furnish, install, and maintain at its cost all furnishings, fixtures, and equipment necessary to equip and operate the various facets of the concession in the manner and at the highest standards. Such furnishings and

fixtures shall be of high quality, safe, fire-resistant, modern in design, and attractive in appearance. Any and all new furnishings, fixtures, and equipment and/or replacements installed or placed by concessionaire in its leased premises shall be subject to the prior approval of the Airport Manager.

M. Personnel

CONCESSIONAIRE shall at all times provide a full-time, active, qualified, competent, and experienced manager to supervise the concession operations and otherwise to represent and act for the CONCESSIONAIRE in matters pertaining to the day-by-day operation of the concession. CONCESSIONAIRE'S employees shall be clean, courteous, efficient, and neat in appearance. CONCESSIONAIRE shall not employ any person or persons in or about the CONCESSIONAIRE'S leased premises who use improper language or act in a loud or boisterous or otherwise improper manner. Upon written notification by the Airport Manager to CONCESSIONAIRE that any person employed by concessionaire at the Airport is, in CITY'S opinion, disorderly, unsanitary, or otherwise unsatisfactory, CONCESSIONAIRE shall take corrective action within twenty-four (24) hours and shall inform the Airport Manager, in writing, of such action.

N. Licenses, Permits, Franchises, Taxes

CONCESSIONAIRE shall bear, at its own expense, all costs of operating the food concession and shall obtain and pay for all permits, franchises, approvals, licenses, certificates and other authorizations required by law and necessary for the legal and proper operation of the lease and concession hereby granted, and shall pay all lawful fees, assessments, taxes, and charges levied under state, federal or local laws, statutes, ordinances or other forms of regulatory measures insofar as they are applicable against CONCESSIONAIRE, its operations, or the furnishings, equipment, stocks of merchandise or supplies on the leased premises.

O. Compliance with Laws, Regulation, Ordinances, Rules

CONCESSIONAIRE shall at all times comply with applicable Federal, State, and Local laws and regulations, all applicable health rules and regulations, all applicable ordinances of the City of Laredo and the County of Webb, and the rules and regulations governing the operation, use, and control of Laredo International Airport as an airport.

P. Utility Services

CITY shall provide standard electric service to concessionaire with the exception of natural gas service required to operate the food concession fixtures. Payment for this service is included in the percentage of rental fees

in section 8(A) hereof. CONCESSIONAIRE shall pay for all other utility services used by it at the public utility rates applicable for such services in the Laredo metropolitan area if CONCESSIONAIRE requires extraordinary electrical power requirements.

CONCESSIONAIRE waives any and all claims against city for any and all loss or damage sustained by reason of any defect, deficiency or impairment of any utility system. All installation of electrical fixtures, appliances and equipment within the Premises in the Airport terminal shall be subject to the Airport Manager's prior written approval, and CONCESSIONAIRE further agrees that it's use of electric current shall never exceed the capacity of the wiring installation in place.

Q. Maintenance of Concessionaire's Premises

(1) Routine Maintenance

CONCESSIONAIRE agrees to assume full responsibility for the maintenance, at its own cost, of the leased premises, it being expressly understood that CITY will provide only for major maintenance and repairs to the building structure. CONCESSIONAIRE has inspected the leased premises prior to the execution of this Agreement and is satisfied with the physical condition of the leased premises, and its taking possession thereof is agreed to be conclusive evidence of its receipt of the leased premises in good order and repair. CONCESSIONAIRE agrees to faithfully and fully maintain leased premises in good order and repair throughout the entire term of this Agreement or any extension hereof. CONCESSIONAIRE further agrees that upon the termination of this Agreement for any reason, it shall, except as otherwise provided in sections 15 and 20 hereof, restore the leased premises to the same condition as when received, reasonable and ordinary wear and tear excepted. If the leased premises shall not be so kept by CONCESSIONAIRE, CITY may enter the leased premises (without such entering causing or constituting a termination of this Agreement or any interference with the possession of the leased premises by the CONCESSIONAIRE) and do all things necessary to restore the leased premises to the condition required by this Agreement, charging the cost and expense to CONCESSIONAIRE; and concessionaire shall pay to CITY all such costs and expenses in addition to the rentals, fees, and charges herein provided.

(2) Custodial Responsibilities

CONCESSIONAIRE shall, at its own costs and expense, provide custodial services within the leased premises, including sweeping, cleaning, and waxing floors; dusting and washing of interior window

surfaces. CONCESSIONAIRE shall be responsible, at its own cost, for the maintenance and repair of all lighting fixtures within the leased premises, including the replacement of incandescent and fluorescent lamps, starters, ballasts, and other similar appurtenances. CONCESSIONAIRE shall keep the leased premises free from flies, roaches, and other insects, and rodents. CONCESSIONAIRE shall not permit the accumulation of rubbish, trash, debris, or other litter in and upon the leased premises and shall, at its own expense, provide for the disposal of such items in the trash dumpster provided by CITY for all terminal building tenants, and city will be responsible for the removal of rubbish, trash, debris, or other litter from the Airport premises. CONCESSIONAIRE shall provide and use suitable receptacles for all garbage, trash, and other refuse on or in connection with the leased premises. Piling of boxes, cartons, barrels, or other similar items in or about the leased premises, the loading/unloading areas, or other areas of the Airport, is forbidden.

R. Employee Parking

Concessionaire will cause its employees in the parking and moving of company as well as personal cars to abide by and obey all Airport rules, regulations, and directions pertaining thereto, and will ensure its employees park private vehicles only in a parking area as designated by lessor. Employee's who violate Airport rules and regulations will have parking privileges revoked.

General Public Parking Lot

LESSEE'S vehicles remaining in the General Public Parking lot past midnight shall be assessed a fifteen dollars ($15.00) per vehicle per day charge. LESSOR shall on a daily basis inventory the General Public Parking Lot to determine the number of LESSEE'S vehicles parked in the General Public Parking Lot. LESSOR shall maintain a daily log noting LESSEE'S vehicles to include make, model, and license plate number and shall remit request for payment to LESSEE monthly.

Parking Charges for Employees

LESSEE will be assessed an employee parking permit fee of fifteen dollars ($15.00) per employee per vehicle per day. Such fee will be waived so long as LESSEE'S employees park within an approved parking area as determined by the Airport Manager or his designee. Should LESSEE'S employees park in any unapproved areas of the Airport, LESSEE will be assessed the parking charges in accordance with the above-mentioned fee. It shall be LESSEE'S responsibility to insure compliance if LESSEE seeks to have the employee parking fee waived.

7. SERVICES TO BE PERFORMED BY CITY

A. Unless otherwise limited by Federal or State statutes, executive order, rules, or regulation, CITY shall at its cost, furnish ordinary air conditioning and heat for CONCESSIONAIRE'S leased premises.

B. Subject to the provisions of section (6)(P) hereof, CITY shall furnish electric current to existing outlets in CONCESSIONAIRE'S leased premises.

C. CITY shall throughout the term hereof, maintain all public areas and facilities, passageways, and access areas in the airport terminal building in a neat and adequate condition to allow access to concessionaire's leased premises.

8. RENTAL OBLIGATION, FEES, CHARGES, ACCOUNTING RECORDS AND REPORTS

A. Rental Obligation

Subject to annual review for rent escalation pursuant to Section B herein, CONCESSIONAIRE herein agrees to pay to CITY monthly, in advance, the sum of Seven Hundred Fifty Dollars ($750.00) base rent for each month, during the initial term of this lease and any extension thereto.

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 CONCESSIONAIRE 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.

B. RENTAL ESCALATION:

Without waiving other rental escalation provisions in this contract, monthly rentals shall be adjusted annually during the primary and extension periods by an amount which is equivalent to the percent change in the Consumer Price Index (CPI) from the preceding calendar year's average, specifically defined as the Consumer Price Index (U. S. Average, All Urban Consumers, All Items) 1982-84 = 100 Base as compiled by the Bureau of Labor Statistics. This means that at the anniversary date of November 1, 2023, and annually thereafter, the rent will be adjusted according to the percent change in the CPI as that date from that of the preceding calendar year (January-December)

Example:

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

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

C. Payment Terms

All remittances for rentals, fees, and charges are to be made payable to the Laredo International Airport and remitted to the Office of the Airport Manager, 5210 Bob Bullock Loop, Laredo, Texas 78041.

D. Delinquent Charges or Fees

(1) CONCESSIONAIRE shall be responsible for payment of interest and penalty on amounts not remitted in accordance with the terms of this Agreement or amounts determined to be due and owing to CITY.

(2) Interest

Interest on all past due amounts due the CITY shall be charged at the lawful legal rate, as may be amended. The obligations for payment and calculations thereof shall commence upon the day following the due date established herein. In addition to interest described above, CONCESSIONAIRE may be responsible for payment of penalty on amounts not remitted in accordance with the terms of this Agreement as may be determined by the Airport Manager or his designee. Said penalty shall be ten percent (10%) of the amount then due. The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.

(3) Nonexclusivity

This provision permitting collection of interest and penalty by CITY on delinquent payments is not to be considered CITY'S exclusive remedy for CONCESSIONAIRE'S default or breach with respect to delinquent payment. The exercise of this remedy is not a waiver by CITY of any other remedy permitted under the Agreement, including but not limited to termination of this Agreement.

E. Additional Fees and Charges

CONCESSIONAIRE shall pay to CITY additional fees and charges under the following conditions:

(1) If CITY has paid any sum or sums or has incurred any obligation or expense which CONCESSIONAIRE agreed to pay or to reimburse CITY; or

(2) If CITY is required or elects to pay any sum or sums or incurs any obligations or expense because of the failure, neglect, or refusal of CONCESSIONAIRE to perform or fulfill any of the conditions of this Agreement.

9. INDEMNITY

CONCESSIONAIRE hereby declares itself fully familiar with the physical condition of the leased premises "as is" and any improvements, fixtures and equipment that may be 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.

CONCESSIONAIRE for itself, its agents, employees, servants, successors and assigns promises to hold harmless, defend and indemnify CITY and its agents, officers and employees from and against any and all claims by or on behalf of any person, whether legal

or equitable or by reason of statutory benefits under worker's compensation laws, including governmental bodies, arising from the conduct or management of or from any work or thing done and from any conditions of the leased premises or the buildings or other structures, sidewalks, driveways, or parking areas and facilities surrounding 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 CITY, its employees, agents, or representatives from which CITY shall indemnify and hold CONCESSIONAIRE harmless; and in the event that any action or proceeding brought against the CITY by reason of such claim, the CONCESSIONAIRE upon notice from the CITY covenants to resist and defend such actions or proceedings.

CONCESSIONAIRE agrees for itself, its agents, servants, employees, invitees, successors and assigns that it will not bring suit against CITY 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 CITY, its employees, agents, or representatives.

CONCESSIONAIRE also holds CITY blameless for any damage to or destruction of CONCESSIONAIRE'S property located on leased premises, including that caused by natural occurrence or any other cause whatsoever, unless caused by CITY'S employees, agents, or representatives, while said employees, agents or representatives are acting in the course or scope of their duties for the CITY.

10. INSURANCE

CONCESSIONAIRE 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. Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

3. 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.

11. NONDISCRIMINATION

CONCESSIONAIRE, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, that (1) no person on the ground of race, color, or national original shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the leased premises; (2) in the construction of any improvements in the leased premises and the furnishing of services thereon, no person on the grounds of race, color, or national original shall be excluded from participation in the project, denied the benefits of, or otherwise be subjected to discrimination; (3) that CONCESSIONAIRE shall use the leased premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. That in the event of breach of any of the above nondiscrimination covenants, CITY shall have the right to terminate this Agreement and to re-enter and repossess the facilities thereon, and hold the same as if this Agreement had never been made or issued.

CONCESSIONAIRE further agrees to undertake all applicable mandated actions that may be required pursuant to Americans with Disabilities Act, as may be amended.

12. AFFIRMATIVE ACTION

The CONCESSIONAIRE assures that it will undertake an affirmative action program as required by 14 CFR Part 12, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 162, Subpart E. The concessionaire assures that no person shall be excluded on these grounds from participating in or receiving the services or

benefits of any program or activity covered by this subpart. The CONCESSIONAIRE assures that it will require that its covered suborganizations provide assurances to the CONCESSIONAIRE that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR, Part 152, Subpart E, to the same effect.

13. DISADVANTAGE BUSINESS DEVELOPMENT

A. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23, Subpart F. The CONCESSIONAIRE agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award of performance of any concession agreement covered by 49, CFR Part 23, Subpart F.

B. CONCESSIONAIRE agrees to include the statements in section 13(A) in any subsequent concession agreements that it enters and cause those businesses to similarly include the statements in further agreements.

C. CONCESSIONAIRE shall comply with CITY'S approved Disadvantaged Business Enterprise (DBE) program submitted in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Office of the Secretary, Part 23, Participation by Minority Business Enterprise programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. If CONCESSIONAIRE is a DBE firm, evidence of certification as a Disadvantaged Business Enterprise issued under a Disadvantaged Business Enterprise program approved by the Department of Transportation shall be provided prior to the commencement of this agreement. If CONCESSIONAIRE is eligible for certification as a DBE, but is not currently certified, CONCESSIONAIRE shall notify CITY of its eligibility prior to the commencement of this agreement so that the certification process can be initiated.

14. EMINENT DOMAIN

In the event that the United States of America or the State of Texas or any entity having the power of eminent domain shall, by exercise of the right of eminent domain or any other power, acquire title in whole or in part to the Airport, including any portion leased to concessionaire, CONCESSIONAIRE shall have no right of recovery whatsoever against CITY but shall make its claim for compensation solely against the United States of America or the State of Texas or the condemning entity, as the case may be.

15. UNTENANTABLE PREMISES

A. If the leased premises are partially damaged by fire or other casualty,

but not rendered untenantable, CITY shall repair the premises at its own cost and expense, subject to the limitations of section 15(E);
provided, however, that if the damage is caused by the negligent act or omission of CONCESSIONAIRE, its sublessees, agent, or employees, CONCESSIONAIRE shall be responsible for reimbursing city for the cost and expenses incurred in such repair.

B. If the damage be so extensive as to render the leased premises untenantable but capable of being repaired in sixty (60) days, the same shall be repaired by city at its own cost and expenses, subject to the limitations of section 15(E), and the fees payable by concessionaire shall be proportionately paid up to the time of such damage and cease until such time as the assigned premises shall be restored and again made tenantable; provided; however, that if said damage is caused by the negligent act or omission of CONCESSIONAIRE, its sublessees, agents or employees, the fees due will not abate and CONCESSIONAIRE shall be responsible for reimbursing city for the costs and expenses incurred in such repair.

C. In the event the premises are completely destroyed by fire or other casualty or so damaged that they will remain untenantable for more than sixty (60) days, the CITY shall be under no obligation to repair, replace and reconstruct the leased premises, and concession fees shall be paid up to the time of such damage and destruction and thereafter cease until the premises shall be fully restored. If within twelve (12) months after the time of the damage or destruction the leased premises have not been repaired or reconstructed for CONCESSIONAIRE'S use, or other reasonable facilities provided, CONCESSIONAIRE may give city written notice of its intention to cancel this Agreement in its entirety as of the date of such damage or destruction.

D. Notwithstanding section 15(C), if the leased premises are completely destroyed as a result of the negligent acts or omissions of CONCESSIONAIRE, fees payable hereunder shall not abate and CITY may, in its sole discretion, require CONCESSIONAIRE to repair and reconstruct the leased premises and pay the costs therefor; or CITY may, in its sole discretion, repair and reconstruct the leased premises and concessionaire shall be responsible for reimbursing CITY for the costs and expenses incurred in such repair.

E. It is understood that, in the application of the foregoing sections 15(A), (B), and (C), CITY'S obligations shall be limited to repair or reconstructing of the leased premises, where applicable, to the same extent and of equal quality as obtained at the commencement of this Agreement. CITY will not be responsible for repair or replacement of improvements, furniture, furnishings, equipment, merchandise or expendables.

F. Should the improvements, furniture, furnishings, equipment, merchandise or expendables, or any part of them, be destroyed or damaged, they shall in all instances be repaired or replaced by CONCESSIONAIRE whether or not said damage or destruction is covered by insurance, provided that this Agreement has not been canceled in accordance with the terms thereof. Redecoration and replacement of damaged or destroyed furniture, furnishing, equipment, merchandise and expendables shall also be the responsibility of CONCESSIONAIRE and any such redecoration, refurnishing, and re-equipping shall be of equivalent quality to that originally installed hereunder. If CONCESSIONAIRE fails to repair or replace such damaged or destroyed improvements subject to a schedule approved by CITY or fails to redecorate or replace damaged or destroyed furniture, furnishing, equipment, merchandise and expendables, and provided that this Agreement has not been canceled, CITY may make such repairs or replacement and recover from concessionaire the cost and expense of such repair or replacement.

16. ASSIGNMENT AND SUBLETTING

CONCESSIONAIRE shall not transfer or assign this Agreement, or any part hereof, or interest herein, or sublease any of the leased premises hereunder, except with the prior written approval of the CITY which may be withheld at it's sole discretion. No request for, or consent to, such assignment or sublease shall be considered unless CONCESSIONAIRE shall have paid all rentals, fees, and charges which have accrued in favor of CITY and CONCESSIONAIRE shall have otherwise met all other legal obligations to be performed, kept, and observed by it under the terms and conditions of this Agreement or as this Agreement may be subsequently amended or modified.

17. TERMINATION BY CITY

This Agreement shall be subject to cancellation by CITY in the event of the happening of any or more of the following contingencies:

A. CONCESSIONAIRE shall file a voluntary petition of bankruptcy; or if proceedings in bankruptcy shall be instituted against it and it is thereafter adjudicated bankrupt pursuant to such proceedings; or if a court shall take jurisdiction of CONCESSIONAIRE and its assets pursuant to proceedings brought under the provisions of any federal reorganization act; or if a receiver for CONCESSIONAIRE'S assets is appointed; or if CONCESSIONAIRE shall be divested of its rights, powers, and privileges under this Agreement by other operation of law.

B. CONCESSIONAIRE shall abandon and discontinue the conduct and operation of said concession at the Airport.

C. CONCESSIONAIRE shall default in or fail to make any payments at the times and in the amounts as required of it under this Agreement.

D. CONCESSIONAIRE shall fail to perform, keep, and observe all of the covenants and conditions contained in this Agreement to be performed, kept, and observed by it, including, but not limited to, the payment of fees and other charges in the time, manner, and amount as provided in this Agreement and compliance with all applicable laws, ordinances, codes, rules, and other regulatory measures of the United States of America, the State of Texas, County of Webb and City of Laredo, and the rules and regulations governing the use, operation, and control of the Airport.

E. All rights, privileges, or interests acquired by CONCESSIONAIRE under the terms of this Agreement may, at the option of CITY, following written notice of thirty (30) days, be suspended or finally terminated if such suspension or termination is found by CITY, acting in good faith, to be necessary to secure Federal financial aid for the development and improvement of said Airport.

F. Upon the happening of any of the contingencies recited in subsection (B), (C), and (D) of this section 17, CITY shall give written notice to CONCESSIONAIRE to correct or cure such default, failure to perform, or breach; and if, within thirty (30) days from the date of such notice, the default, failure to perform, or breach complained of shall not have been corrected in a manner satisfactory to the Airport Manager, then, in such event, CITY shall have the right, at once and without further notice to CONCESSIONAIRE, to declare this Agreement terminated and to enter upon and take full possession of the leased premises.

G. Upon the happening of any one of the contingencies enumerated in subsection (A) of section 18 hereof, this Agreement shall be deemed to be breached by CONCESSIONAIRE and thereupon, ipso facto and without entry or any other action by CITY, this Agreement shall terminate, subject to be reinstated only if such involuntary bankruptcy or insolvent proceedings, petition for organization, trusteeship, receivership, or other legal act divesting CONCESSIONAIRE of this rights under this Agreement shall be denied, set aside, vacated, or terminated in CONCESSIONAIRE'S favor within sixty (60) days form the happening of the contingency. Upon the happening of said latter events, this Agreement shall be reinstated as if there had been no breach occasioned by the happening of said contingencies, provided that CONCESSIONAIRE shall, within ten (10) days after the final denial, vacating, or setting aside of such petition on the vacating, terminating, or setting aside of such appointment, pay or discharge any or all sums of money which may have become due under this Agreement in the interim and shall then remain unpaid and shall likewise fully perform and discharge all their obligations which may have accrued and become payable in the interim.

18. TERMINATION BY CONCESSIONAIRE

CONCESSIONAIRE may cancel this Agreement and terminate all or any of its obligations hereunder at any time CONCESSIONAIRE is not in default under the terms hereof by

giving thirty (30) days' written notice upon or after the happening of any one of the following events.

A. The permanent abandonment of the Airport as an air terminal.

B. The issuance by any court of competent jurisdiction of an injunction substantially preventing or restraining the use of the Airport or of the terminal building and the remaining in force of such injunction for at least ninety (90) days.

C. The breach by CITY of any of the terms, covenants, and conditions of this Agreement and the failure of CITY to act to remedy such breach for a period of ninety (90) days after the receipt of written notice from concessionaire of the existence of such breach.

D. The permanent abandonment of the Airport as an airline terminal or the permanent removal of airline service from the Airport.

E. The temporary abandonment of scheduled airline service for at least three (3) months.

19. WAIVERS

A. The acceptance of charges and fees by CITY for any period or periods after a default of any of the terms, covenants, and conditions herein contained to be performed, kept, and observed by CONCESSIONAIRE shall not be deemed a waiver of any rights on the part of the CITY to terminate this Agreement for failure by CONCESSIONAIRE to so perform, keep, or observe any of the terms, covenants, or conditions hereof to be performed, kept, and observed.

B. No waiver of default by either party of any of the terms, covenants, or conditions of this Agreement to be performed, kept, and observed by either party either prior to or after either party may have remedied the same, shall be construed to be or acts a waiver of any subsequent default of any of the terms, covenants, and conditions herein contained to be performed, kept, and observed by either party.

20. DISPOSITION OF FURNISHINGS AND EQUIPMENT UPON TERMINATION

A. In the event of any termination or cancellation of this Agreement, other than by lapse of time, CITY shall have no liability to CONCESSIONAIRE whatsoever except that CITY shall have and is hereby given the right by CONCESSIONAIRE to purchase, at fair market value, the furniture, fixtures, and equipment of CONCESSIONAIRE then installed which is not subject to the City’s landlord lien or City’s equipment and inventory herein attached as Exhibit C and made a part hereof,, if CITY so desires.

B. At such time as a third party operator may provide its own furnishings, fixtures, and equipment, and under the circumstance that the CITY elects not to purchase the

furnishings, fixtures, and equipment of CONCESSIONAIRE herein, then CONCESSIONAIRE shall remove furnishings, fixtures, and equipment, with fixed improvements remaining the property of CITY as provided in section 6(E).

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

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

Default on rent/fees entitles CITY, at it's option ,to take whatever lawful action reasonably necessary to protect CITY'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 CITY'S right to the total rent due.

21. INTERPRETATION OF AGREEMENT

It is understood and agreed that nothing herein contained is intended or should be construed as in anywise creating or establishing the relationship of co-partners between the parties hereto, or as constituting CONCESSIONAIRE as the agent, representative, or employee of CITY for any purpose or in any manner whatsoever. CONCESSIONAIRE is to be and shall remain an independent contractor under this Agreement and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Worker's Compensation Insurance, Unemployment Insurance, or Old Age Retirement Benefits, Pensions, or Annuities now or hereafter imposed under any state or federal laws which are measured by the wages, salaries or other renumeration paid to persons employed by CONCESSIONAIRE for work performed under the terms of this Agreement, and agrees to indemnify and save harmless CITY from any such contributions or taxes or liability therefor. In interpreting the provisions of this Agreement, the laws of the State of Texas shall prevail.

22. INVALID PROVISIONS

In the event any covenant, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, conditions, or provision shall in no way affect any other covenant, condition, or provision herein contained, provided that the invalidity of such covenant, condition, or provision does not

materially prejudice either CITY or CONCESSIONAIRE in the respective rights and obligations contained in the valid covenants, conditions, or provisions of this Agreement.

23. NOTICES

Notices to CITY provided for in this Agreement shall be sufficient if sent by registered or certified mail, postage prepaid, addressed to the Airport Manager, Laredo International Airport, 5210 Bob Bullock Loop, Laredo, Texas 78041; and notices to CONCESSIONAIRE shall be sufficient if sent by registered or certified mail, postage prepaid, addressed to:

Mr. Carlos Bella and Ana Luisa Bella
d/b/a Villa Laredo Restaurant
5210 Bob Bullock Loop, #14
Laredo, Texas 78041

or to such other respective addresses as the parties may designate to each other in writing from time to time.

24. GOVERNMENTAL ACTIVITIES

In the event the Federal Government discontinues the provision and operation of air traffic controls navigational aids, and other airport facilities which are now or may hereafter be furnished by it, CITY shall not be required or obligated to furnish such facilities and services after discontinuance thereof by the Federal Government.

25. AIRPORT SECURITY

CONCESSIONAIRE covenants and agrees that it will at all times maintain the integrity of the Airport Security Plan and TSAR Part 1540 and 1542, as amended from time to time. Should CONCESSIONAIRE, through a negligent act of its own, allow access to the Security Identification Display Area to an unauthorized person or persons, and CITY should be cited a civil penalty for the concessionaire's breach of security, CONCESSIONAIRE agrees to reimburse CITY for any monetary civil penalty which may be imposed upon CITY by the Transportation Security Administration or it’s successor agencies.

26. GOVERNMENTAL RIGHTS

Nothing in this lease shall be construed or interpreted in any manner whatsoever as limiting, relinquishing, or waiving of any rights or ownership enjoyed by CITY in the Airport or in any manner waiving or limiting its control over the development, improvement, operations, and maintenance of the Airport or in derogation of such

governmental rights as CITY possesses, except as may be otherwise specifically provided herein.

27. PARAGRAPH HEADINGS

The paragraph headings contained herein are for convenience in reference and are not intended to specifically define or limit the scope of any provision of this Agreement.

28. FAMILIARITY AND COMPLIANCE WITH TERMS

CONCESSIONAIRE represents that it has carefully reviewed The terms and conditions of this Agreement and is familiar with such terms and conditions and agrees to faithfully comply with the same to the extent to which said terms and conditions apply to its activities as authorized and required by this Agreement.

29. SUCCESSORS AND ASSIGNS

All provisions of this Agreement shall extend to bind and inure to the benefit not only of CITY and of CONCESSIONAIRE, but also their legal representatives, successors, and assigns.

30. CONFLICTS BETWEEN CONCESSIONAIRES

In the event of a conflict between CONCESSIONAIRE and any other lessee, licensee or concessionaire at the Airport as to the rights of the respective parties, the Airport Manager shall review the applicable agreements and by reasonable interpretation determine the rights of each party and CONCESSIONAIRE agrees to be bound by such decision.

31. ENTIRE AGREEMENT

This Agreement consists of Sections 1 through 31 and Exhibits A and B. 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 right or privileges shall be binding upon the LESSOR unless expressed in writing in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective proper officers and have affixed their corporate seals hereto as of the day and year first above written.

CITY: CITY OF LAREDO

BY: _____
ROSARIO C. CABELLO
INTERIM CITY MANAGER

ATTEST:

_____
JOSE A. VALDEZ
CITY SECRETARY

APPROVED AS TO FORM:

BY:_____
DOANH "ZONE" T. NGUYEN
CITY ATTORNEY

CONCESSIONAIRE
VILLA LAREDO RESTAURANT

BY: _____
CARLOS BELLA
OWNER

BY: _____
ANA LUISA BELLA
OWNER

ORDINANCE NO. 2022-O-175

AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A LEASE AGREEMENT BETWEEN THE LAREDO INTERNATIONAL AIRPORT AND CARLOS BELLA AND ANA LUISA BELLA D/B/A VILLA LAREDO RESTAURANT FOR APPROXIMATELY 550 SQFT ON THE SECOND FLOOR OF THE PASSENGER TERMINAL, LOCATED AT 5210 BOB BULLOCK LOOP. SAID LEASE TERM IS FOR FIVE (5) YEARS AND WITH ONE OPTION TO RENEW FOR AN ADDITIONAL FIVE (5) YEAR OPTION UNTIL SEPTEMBER 30, 2032. INITIAL MONTHLY RENT SHALL BE $750.00 A MONTH AND WILL BE ADJUSTED ANNUALLY ACCORDING TO CHANGES IN THE CONSUMER PRICE INDEX (CPI); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Airport Director recommends that the Mayor and City Council Authorizing the Interim City Manager to execute a lease agreement between the Laredo International Airport and Carlos Bella and Ana Luisa Bella d/b/a Villa Laredo Restaurant for approximately 550 sqft on the second floor of the passenger terminal, located at 5210 Bob Bullock Loop. Said lease term is for five (5) years and with one option to renew for an additional five (5) year option until September 30, 2032. Initial monthly rent shall be $750.00 a month and will be adjusted annually according to changes in the Consumer Price Index (CPI); and

WHEREAS, said lease agreement between the Laredo International Airport and Villa Laredo Restaurnat is in the best interest for the Laredo International Airport and shall help maximize revenues for the Airport Fund; and

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 be hereby authorize the Interim City Manager to execute a lease agreement between the Laredo International Airport and Carlos Bella and Ana Luisa Bella d/b/a Villa Laredo Restaurant for approximately 550 sqft on the second floor of the passenger terminal, located at 5210 Bob Bullock Loop. Said lease term is for five (5) years and with one option to renew for an additional five (5) year option until September 30, 2032. Initial monthly rent shall be $750.00 a month 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 THE ____ DAY OF _____, 2022.

_____
PETE SAENZ
MAYOR

ATTEST:

BY: _____
JOSA A. VALDEZ JR.
CITY SECRETARY

APPROVED AS TO FORM:

BY: _____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

Final Reading of Ordinances 33.

City Council-Regular

Meeting Date: 10/17/2022

Initiated By: Riazul Mia, Assistant City Manager
Initiated By: Gabriela Renteria

Staff Source: Robert F. Peña

SUBJECT

2022-O-176 Setting the speed zone limit from 60 mph to 55 mph on Loop 20, between approximately 520 feet after Monarch Dr. (Mile point 16.867) to approx. 770 feet prior to Eskimo Dr. (Mile Point 15.665/ 1.202 Mile) as defined in the Texas Department of Transportation Control Section Map 0086-14. (2) 55 mph speed limit signs will be installed between EastPoint Dr. and International Blvd., (1) 55 mph speed limit sign will be installed between Monarch Dr. and EastPoint Dr. and (1) 55 mph speed limit sign will be installed between Crepusculo Dr. and Eskimo Dr., to be in effect upon receipt of approved City ordinance.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Introductory Ordinance approved on October 3, 2022.

BACKGROUND

The Texas Department of Transportation is requesting speed zone changes at 55 MPH Approx. 520 feet after Monarch Dr. (Mile Point 16.867) to approx. 770 feet prior to Eskimo Dr. (Mile Point 15.665/1.202 Mile). Tx-Dot will be responsible for the installation of signs establishing the proposed construction speed zone.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Staff recommends approval of Introductory Ordinance.

Fiscal Impact

Fiscal Year:
Bugeted Y/N?:

Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:
TxDot will be responsible for the installation of new speed limit signs

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Attachments

Ordinance 2022-O-176
Speed Study
TxDot Memo

ORDINANCE No. 2022-O-

SETTING THE SPEED LIMIT ZONE ON US 59 TO 55MPH APPROX. 520 FEET AFTER MONARCH DR. (MILE POINT 16.867) TO APPROX. 770 FEET PRIOR TO ESKIMO DR. (MILE POINT 15.665/1.202 MILE) AS DEFINED IN THE TEXAS DEPARTMENT OF TRANSPORTATION CONTROL SECTION MAP 0086-14

WHEREAS, V.A.T.C.S., Texas Transportation Code 545.356(b) authorizes the City Council to change the speed limits of any highway or street within the incorporated area of the City; and

WHEREAS, the Texas Department of Transportation is requesting speed limit changes to 55MPH Approx. 520 feet after Monarch dr. (mile point 16.867) to approx. 770 feet prior to Eskimo dr. (mile point 15.665/1.202 mile); and

WHEREAS, TxDOT will be responsible for the installation of speed limit signs on US 59 to designate the new speed limits to be in effect upon approval; and

WHEREAS, the implementation of the speed limit changes on the existing section of US 59 is a positive step in securing the safety of our citizens; and

WHEREAS, the City Council of the City of Laredo supports TX Dot's efforts to request the speed limit changes on US59.

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

SECTION 1.
The speed limit changes on US59 to 55MPH Approx. 520 feet after Monarch dr. (mile point 16.867) to approx. 770 feet prior to Eskimo dr. (mile point 15.665/1.202 mile), as defined in the Texas Department of Transportation Control Section 0086-14, to be in effect upon approval of City Council.

SECTION 2
The City Manager, the Chief of Police, and the Traffic Safety Director are hereby authorized to take the necessary steps to carry out this ordinance; and

SECTION 3:
Ordinance shall be published one time in an official newspaper in the City of Laredo;

SECTION 4:
This ordinance shall be published once in accordance with the provisions set for in Section 2.09 (D) of the Laredo City Charter. This ordinance shall become effective upon its passage and publication.

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

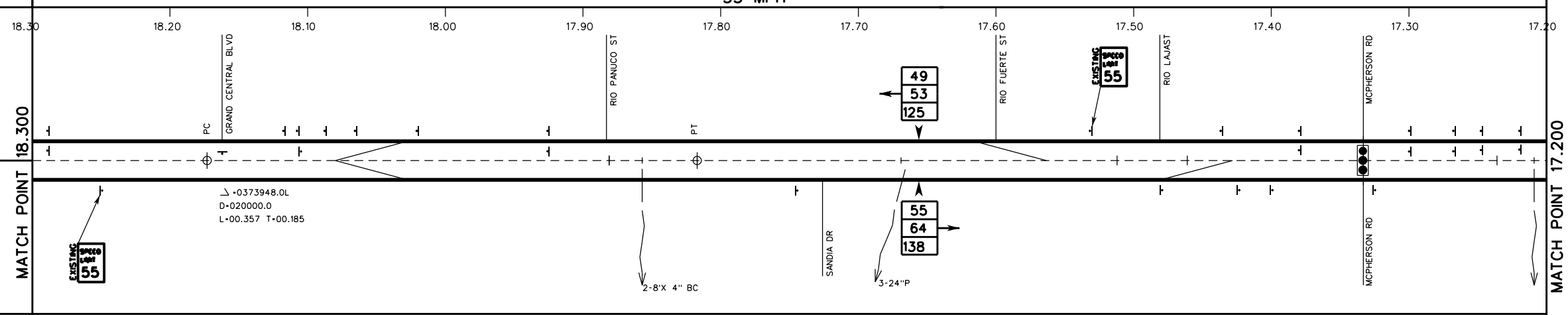
APPROVED AS TO FORM:

BY: _____
DOANH "Zone" T. NGUYEN, CITY ATTORNEY

DEVELOPMENT		URBAN - CITY OF LAREDO, INC.
RES. SIGHT DISTANCE	SEE BELOW	
BALL BANK or ADVISORY SPEED		
CURVES OVER 2°		
GRADES OVER 3%		
SURFACE WIDTH AND TYPE		2-12' LANES AND 10' SHLDR (FRONTAGE ROAD)
R.O.W. AND RDBD. WIDTH		100' - 44'
ACCIDENTS		
ZONE LENGTHS MILE		1.100 MILE
ZONE SPEEDS MPH		55 MPH

TOWARD IH 35

C.L. BEARINGS



TOWARD US 59

ZONE SPEEDS MPH		55 MPH
ZONE LENGTHS MILE		1.100 MILE
ACCIDENTS (2019 TO 2021)		3 ◐ 5 ○ 5 ◐ 7 ◐ 2 ○ 4 ○ 4 ○ ○ ○ 5 ◐ 3 ◐ 17 ○
R.O.W. AND RDBD WIDTH		100' - 44'
SURFACE WIDTH AND TYPE		2-12' LANES AND 10' SHLDR (FRONTAGE ROAD)
GRADES OVER 3%		
CURVES OVER 2°		NONE
BALL BANK or ADVISORY SPEED		
RES. SIGHT DISTANCE		NONE
DEVELOPMENT		URBAN - CITY OF LAREDO, INC.

DISTRICT: 22 COUNTY: WEBB

HIGHWAY: US 59

DATE OF SURVEY 08-25-2022 SCALE 1"=0.100 MILE

MINUTE NO.	DATE
REPLACES	DATE
REPLACED BY	DATE
CANCELED BY	DATE

LIMITS OF ZONE

SECTION ONE	LENGTH 1.535 MILES			SECTION TWO	LENGTH MILES	
	STA. OR M.P.	CONT. & SECT.	PROJECT	STA. OR M.P.	CONT. & SECT.	PROJECT
BEGINS	15.665	0086-14				
ENDS	17.200	0086-14				

45 / 60 / 125 — 85 PERCENTILE SPEED / TOP SPEED MEASURED / NUMBER OF CARS CHECKED

● FATAL ACCIDENT

◐ PERSONAL INJURY ACCIDENT

○ PROPERTY DAMAGE ACCIDENT

INDICATES SECTION ZONED BY CITY ORDINANCE

------ MAIN LANES

TRIAL RUN 65 / 69

DRIVE CONDUCTED BY:

TRAFFIC SIGNAL

FLASHING BEACON

SPEED ZONE

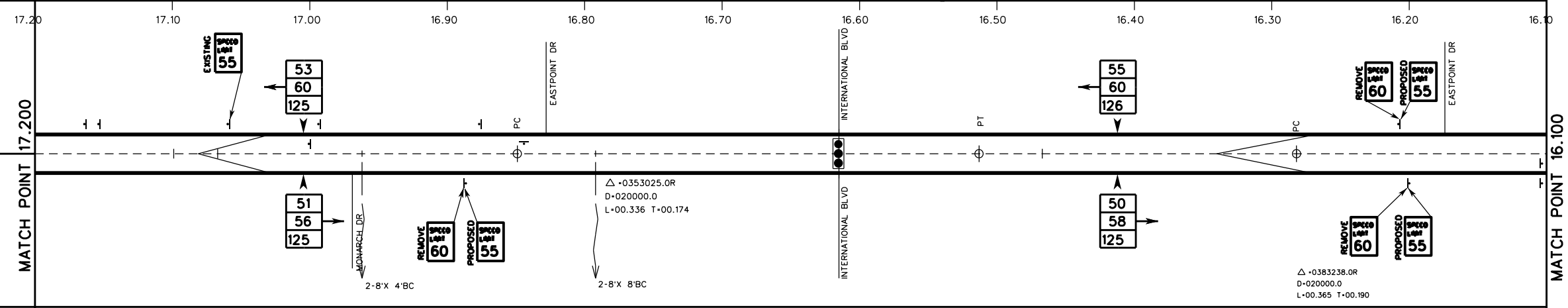
DATE: AUGUST 25, 2022
COUNTY: WEBB
HIGHWAY: US 59
CON. SEC.: 0086-14

T:\LRDTROPR_Traffic Operations Folders\Speed Studies\Counties\Webb\US 59 & SL 20 Laredo

DEVELOPMENT		URBAN - CITY OF LAREDO, INC.
RES. SIGHT DISTANCE	SEE BELOW	
BALL BANK or ADVISORY SPEED		
CURVES OVER 2°		
GRADES OVER 3%		
SURFACE WIDTH AND TYPE		2-12' LANES AND 10' SHLDR (FRONTAGE ROAD)
R.O.W. AND RDBD. WIDTH		100' - 44'
ACCIDENTS		
ZONE LENGTHS MILE		1.100 MILE
ZONE SPEEDS MPH		55 MPH

TOWARD IH 35

C.L. BEARINGS



TOWARD US 59

ZONE SPEEDS MPH		55 MPH
ZONE LENGTHS MILE		1.100 MILE
ACCIDENTS (2019 TO 2021)		9 ● ◪ 3 ○ 2 ◪ 2 ○ 7 ◪ 7 ◪ 2 ○ 12 ○ 16 ○ 5 ◪ 2 ◪ ○ ○
R.O.W. AND RDBD WIDTH		100' - 44'
SURFACE WIDTH AND TYPE		2-12' LANES AND 10' SHLDR (FRONTAGE ROAD)
GRADES OVER 3%		
CURVES OVER 2°		NONE
BALL BANK or ADVISORY SPEED		
RES. SIGHT DISTANCE		NONE
DEVELOPMENT		URBAN - CITY OF LAREDO, INC.

DISTRICT: 22 COUNTY: WEBB

HIGHWAY: US 59

DATE OF SURVEY 08-25-2022 SCALE 1"=0.100 MILE

MINUTE NO.	DATE
REPLACES	DATE
REPLACED BY	DATE
CANCELED BY	DATE

LIMITS OF ZONE

SECTION ONE				SECTION TWO			
LENGTH 1.535 MILES				LENGTH MILES			
	STA. OR M.P.	CONT. & SECT.	PROJECT		STA. OR M.P.	CONT. & SECT.	PROJECT
BEGINS	15.665	0086-14		BEGINS			
	STA. OR M.P.	CONT. & SECT.	PROJECT		STA. OR M.P.	CONT. & SECT.	PROJECT
ENDS	17.200	0086-14		ENDS			

45
60
125 — 85 PERCENTILE SPEED, TOP SPEED MEASURED, NUMBER OF CARS CHECKED

● FATAL ACCIDENT

◪ PERSONAL INJURY ACCIDENT

○ PROPERTY DAMAGE ACCIDENT

INDICATES SECTION ZONED BY CITY ORDINANCE

MAIN LANES

TRIAL RUN 65 / 69

DRIVE CONDUCTED BY:

TRAFFIC SIGNAL

FLASHING BEACON

SPEED ZONE

DATE: AUGUST 25, 2022
COUNTY: WEBB
HIGHWAY: US 59
CON. SEC.: 0086-14

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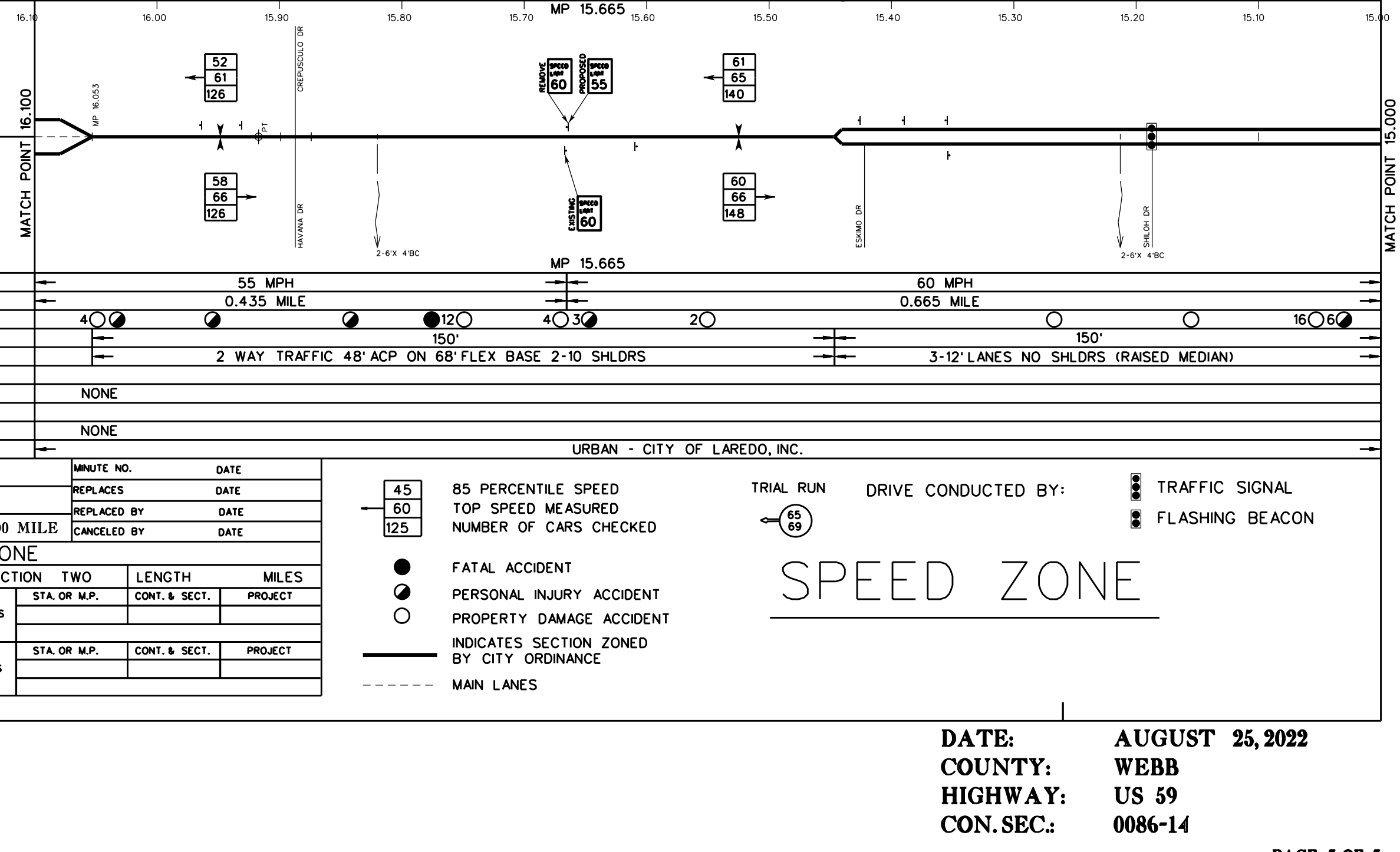
DEVELOPMENT		URBAN - CITY OF LAREDO, INC.
RES. SIGHT DISTANCE		
BALL BANK or ADVISORY SPEED		
CURVES OVER 2°	SEE BELOW	
GRADES OVER 3%		
SURFACE WIDTH AND TYPE		2 WAY TRAFFIC 48' ACP ON 68' FLEX BASE 2-10 SHLDRS / 3-12' LANES NO SHLDRS (RAISED MEDIAN)
R.O.W. AND RDBD. WIDTH		150' / 150'
ACCIDENTS		
ZONE LENGTHS MILE		0.435 MILE / 0.665 MILE
ZONE SPEEDS MPH		55 MPH / 60 MPH

TOWARD IH 35

C.L. BEARINGS

TOWARD US 59



ZONE SPEEDS MPH		55 MPH / 60 MPH
ZONE LENGTHS MILE		0.435 MILE / 0.665 MILE
ACCIDENTS (2019 TO 2021)		4 ○ ◪ ◪ ◪ ●12 ○ 4 ○ 3 ◪ 2 ○ ○ ○ 16 ○ 6 ◪
R.O.W. AND RDBD WIDTH		150' / 150'
SURFACE WIDTH AND TYPE		2 WAY TRAFFIC 48' ACP ON 68' FLEX BASE 2-10 SHLDRS / 3-12' LANES NO SHLDRS (RAISED MEDIAN)
GRADES OVER 3%		
CURVES OVER 2°		NONE
BALL BANK or ADVISORY SPEED		
RES. SIGHT DISTANCE		NONE
DEVELOPMENT		URBAN - CITY OF LAREDO, INC.

DISTRICT: 22 COUNTY: WEBB

HIGHWAY: US 59

DATE OF SURVEY 08-25-2022 SCALE 1"=0.100 MILE

MINUTE NO.	DATE
REPLACES	DATE
REPLACED BY	DATE
CANCELED BY	DATE

LIMITS OF ZONE

SECTION ONE	LENGTH 1.535 MILES			SECTION TWO	LENGTH MILES	
	STA. OR M.P.	CONT. & SECT.	PROJECT	STA. OR M.P.	CONT. & SECT.	PROJECT
BEGINS	15.665	0086-14				
ENDS	17.200	0086-14				

45 / 60 / 125 — 85 PERCENTILE SPEED / TOP SPEED MEASURED / NUMBER OF CARS CHECKED

● FATAL ACCIDENT

◪ PERSONAL INJURY ACCIDENT

○ PROPERTY DAMAGE ACCIDENT

INDICATES SECTION ZONED BY CITY ORDINANCE

------ MAIN LANES

TRIAL RUN 65 / 69

DRIVE CONDUCTED BY:

TRAFFIC SIGNAL

FLASHING BEACON

SPEED ZONE

DATE: AUGUST 25, 2022
COUNTY: WEBB
HIGHWAY: US 59
CON. SEC.: 0086-14

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DocuSign Envelope ID: CE862FB3-6803-4527-9A16-47F7669F1F04

Texas Department of Transportation

1817 BOB BULLOCK LOOP, LAREDO, TEXAS 78043 | 956.712.7400 | WWW.TXDOT.GOV

September 27, 2022

Mr. Samuel K. Selman
City Manager
City of Laredo
1110 Houston St.
Laredo, TX 78040

Re: Speed Zoning
County: Webb
Highway: US 59.
Control Section: 86-14

Dear Mr. Selman:

We have completed a speed study for the above-mentioned highway, and we are providing you with the speed zone strip map. The new speed that shall govern for this roadway will be as follows:

US59:

55 MPH Approx. 520 feet after Monarch Dr. (Mile Point 16.867) to approx. 770 feet prior to Eskimo Dr. (Mile Point 15.665 / 1.202 Mile)

We respectfully request that you please submit this strip map to the City Council during your next meeting so that a city ordinance may be passed. Please include this speed zone as defined above in your ordinance and provide us with a copy of the approved city ordinance for our files. Upon receipt of a copy of the city ordinance, we will schedule the installation of the new speed limit signs.

Should you have any questions or need additional information, please call me at (956) 764-1215.

Sincerely,

DocuSigned by:
Rafael Guzman
5CB9C1491FA542A...

Rafael Guzman, P.E.
Director of Transportation Operation

cc: Mark Salinas, Engineering Assistant
Israel Garcia, Transportation Engineer Technician
Jose Tovias Torres, Transportation Engineer Technician
File copy

Bridge 34.

City Council-Regular

Meeting Date: 10/17/2022

Initiated By: Rosario Cabello, Deputy City Manager
Initiated By: Steve E. Landin

Staff Source: Yvette Limon, Bridge Director

SUBJECT

Consideration to authorize the purchase of servers and data storage array appliance with professional services to replace the Laredo Bridge System current active directory environment from Sequel Data Systems Inc. from Austin, TX through the State of Texas DIR Cooperative Purchase Contract DIR-TSO-3763 & The Interlocal Purchasing System Contract TIPS 210101 in the total amount of $166,618.90. Funding is available in the Laredo Bridge System Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

None

BACKGROUND

Laredo Bridge System is currently in need of purchasing new servers and a storage array appliance to replace an existing Active Directory environment and implement a centralized data repository for department end user files. Current Bridge System servers that host the Active Directory environment are running a legacy operating system that is currently not supported by Microsoft with some equipment that has been in place since 2007. The new storage array will provide the department end users the ability to synchronize their files in any bridge domain computer they log on to.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Authorize the purchase of servers and data storage array appliance.

Fiscal Impact

Fiscal Year: FY 2023

Bugeted Y/N?: Yes
Source of Funds: Bridge Revenue
Account #: 553-4010-585-9002
Change Order: Exceeds 25% Y/N: N/A
FINANCIAL IMPACT:
Funding is available in the Laredo Bridge System Capital Outlay Account # 553-4010-585-9002.

Fiscal Year: FY 2023
Bugeted Y/N?: Yes
Source of Funds: Bridge Revenue
Account #: 553-4012-585-9002
Change Order: Exceeds 25% Y/N: N/A
FINANCIAL IMPACT:
Funding is available in the Laredo Bridge System Capital Outlay Account # 553-4012-585-9002.

Fiscal Year: FY 2023
Bugeted Y/N?: Yes
Source of Funds: Bridge Revenue
Account #: 553-4015-585-9002
Change Order: Exceeds 25% Y/N: N/A
FINANCIAL IMPACT:
Funding is available in the Laredo Bridge System Capital Outlay Account # 553-4015-585-9002.

Fiscal Year: FY 2023
Bugeted Y/N?: Yes
Source of Funds: Bridge Revenue
Account #: 553-4061-585-9002
Change Order: Exceeds 25% Y/N: N/A
FINANCIAL IMPACT:
Funding is available in the Laredo Bridge System Capital Outlay Account # 553-4061-585-9002.

Attachments

Servers and Data Storage

Sequel Data Systems Incorporated

11824 Jollyville Rd. Suite 400
Austin, TX 78759

Quote Number: OP-204261.1

Pricing Quoted under DELL DIR Contract DIR-TSO-3763 &
TIPS Contract 210101 Technology Solutions, Products, and Services

Sales Quote

Today's Date: 10/3/2022

Customer:

Cesar Garza Jr.
City of Laredo - Bridge Department

Account Manager:

Chris Baker
Sequel Data Systems
chris.baker@sequeldata.com
Office: 512-918-8841
Fax: 512-519-7868

Item	Part #	Qty.	Description	Unit Price	Ext. Price
			Dell PowerStore & Domain Controllers		
1	210-AXXJ	1	PowerStore 500T Customer Rack	$ 3,536.40	**$ 3,536.40**
2	370-AFXQ	1	192GB Appliance DIMM 96GB Per Node	$ 1,901.35	**$ 1,901.35**
3	400-BGGI	8	P1 25X2.5 NVME SED SSD 1.92TB	$ 2,551.92	**$ 20,415.36**
4	406-BBOO	1	25GBE OPTICAL 4 PORT CARD PAIR	$ 636.65	**$ 636.65**
5	407-BCGF	2	10GBE OPTICAL SFP PAIR	$ 114.67	**$ 229.34**
6	450-AKHN	1	LOW LINE POWER SUPPLY RT PAIR	$ 585.77	**$ 585.77**
7	876-3336	1	Dell Hardware Limited Warranty	$ 289.25	**$ 289.25**
8	876-3702	1	Prosupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 3 Years	$ 899.54	**$ 899.54**
9	876-3704	1	Prosupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 2 Years Extended	$ 1,145.82	**$ 1,145.82**
10	876-3707	1	Prosupport Plus Mission Critical 7x24 Technical Support and Assistance 5 Years	$ 1,989.15	**$ 1,989.15**
11	828-4829	8	ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Low Capacity SSD Add-On, 5 Years	$ 2,794.64	**$ 22,357.12**
12	839-7078	1	Edu Serv-Dell Tech PowerStore Implementation and Administration Classroom and Vroom 5Day Expire1YR	$ 4,357.34	**$ 4,357.34**
				Sub Total	**$58,343.09**

Phone: *512-918-8841* Fax: *512-519-7868*

Prices Are Good for 30 Days

Sequel Data Systems Incorporated

11824 Jollyville Rd. Suite 400
Austin, TX 78759

Quote Number: OP-204261.1

Pricing Quoted under DELL DIR Contract DIR-TSO-3763 &
TIPS Contract 210101 Technology Solutions, Products, and Services

Sales Quote

Today's Date: 10/3/2022

Customer:

Cesar Garza Jr.
City of Laredo - Bridge Department

Account Manager:

Chris Baker
Sequel Data Systems
chris.baker@sequeldata.com
Office: 512-918-8841
Fax: 512-519-7868

Item	Part #	Qty.	Description	Unit Price	Ext. Price
			Dell PowerStore & Domain Controllers		
13	210-AZDS	2	PowerEdge R450 Server	$ 587.36	**$ 1,174.72**
14	461-AAIG	2	Trusted Platform Module 2.0 V3	$ 43.55	**$ 87.09**
15	321-BGQS	2	8x2.5" (SAS/SATA) 1 CPU	$ 70.37	**$ 140.75**
16	338-CBWK	2	Intel Xeon Silver 4314 2.4G, 16C/32T, 10.4GT/s, 24M Cache, Turbo, HT (135W) DDR4-2666	$ 506.57	**$ 1,013.15**
17	370-AEVO	12	8GB RDIMM, 3200MT/s, Single Rank	$ 264.27	**$ 3,171.20**
18	405-AAZB	2	PERC H755 SAS Front	$ 779.72	**$ 1,559.44**
19	400-AXTV	4	480GB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD	$ 355.85	**$ 1,423.41**
20	384-BCTZ	2	Standard Fan x5	$ 43.55	**$ 87.09**
21	450-AMDK	2	Dual, Hot-plug, PSU (1+1), 800, Mixed Mode TM	$ 369.04	**$ 738.08**
22	492-BBDI	4	C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	$ 9.68	**$ 38.72**
23	330-BBVF	2	Riser Config 0, 1xOCP 3.0(x16)+ 1x16LP	$ 43.55	**$ 87.09**
24	385-BBQV	2	iDRAC9, Enterprise 15G	$ 215.09	**$ 430.19**
25	540-BCNT	2	Broadcom 57412 Dual Port 10GbE SFP+, OCP NIC 3.0	$ 245.88	**$ 491.76**
26	325-BECJ	2	LCD Bezel	$ 74.33	**$ 148.67**
27	770-BCJI	2	A11 drop-in/stab-in Combo Rails Without Cable Management Arm	$ 65.53	**$ 131.07**
28	343-BBRQ	2	PowerEdge R450 x8 Short Drive Shipping Material	$ 43.55	**$ 87.09**
29	859-3804	2	Dell Hardware Limited Warranty Plus Onsite Service	$ 87.97	**$ 175.95**
30	859-3872	2	ProSupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 5 Years	$ 307.21	**$ 614.42**
31	859-3873	2	ProSupport Plus Mission Critical 7x24 Technical Support and Assistance 5 Years	$ 1,824.89	**$ 3,649.79**
				Sub Total	**$15,249.67**

Sequel Data Systems Incorporated

11824 Jollyville Rd. Suite 400
Austin, TX 78759

Quote Number: OP-204261.1

Pricing Quoted under DELL DIR Contract DIR-TSO-3763 &
TIPS Contract 210101 Technology Solutions, Products, and Services

Sales Quote

Today's Date: 10/3/2022

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chris.baker@sequeldata.com
Office: 512-918-8841
Fax: 512-519-7868

Item	Part #	Qty.	Description	Unit Price	Ext. Price
			Dell PowerStore & Domain Controllers		
32	634-BYKK	2	50-pack of Windows Server 2022/2019 User CALs (Standard or Datacenter)	$ 1,199.63	$ 2,399.25
33	634-BYJZ	2	Windows Server 2022 Standard,16CORE,Secondary OS,No MEDIA	$ 505.72	$ 1,011.43
34	528-CKBT	1	VMware vSphere 7 Ess Plus Kit for 3 hosts (Max 2 CPU per host, 32 cores/CPU socket),5YR VMware SNS	$ 5,102.16	$ 5,102.16
35	SPS	1	Sequel Profesional Services - Turn-Key installation and Configuration (See provided SoW for details)	$ 77,000.00	$ 77,000.00
36	AP9566	2	APC BY SCHNEIDER ELECTRIC APC BASIC RACK 3.328KVA PDU - 12 X IEC 320-C13 - 3.33KVA - 1U RACK-MOUNTABLE	$ 198.37	$ 396.74
37	407-BBOU	4	DELL TRANSCEIVER, SFP+, 10GBE, SR, 850NM WAVELENGTH, OPTICAL NETWORK - 1 X LC DUPLEX 10GBASE-SR NETWORK	$ 293.48	$ 1,173.92
38	SFP-10G-SR=	8	Cisco 10GBase-SR SFP+ Transceiver	$ 724.60	$ 5,796.80
39	40251	8	10m (33ft) LC UPC to LC UPC Duplex OM4 Multimode PVC (OFNR) 2.0mm Fiber Optic Patch Cable	$ 18.23	$ 145.84
				Sub Total	**$ 93,026.14**
				Page 1 Sub Total	**$ 58,343.09**
				Page 2 Sub Total	**$ 15,249.67**
				Page 3 Sub Total	**$ 93,026.14**
				Project Total	**$166,618.90**

City Council-Regular

Meeting Date: 10/17/2022

Initiated By: Riazul Mia, Assistant City Manager

Initiated By: John Hickle

Staff Source: Roland Lozano

SUBJECT

2022-R-166 Authorizing and approving a fee waiver and a tax abatement agreement between the City of Laredo and Gage & Ortega Properties, LTD for a proposed project located at 2201 Laredo Street, Lot 1 and Lot 2, Block 1278, Eastern Division that consists of commercial building, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a ten (10) year period and will abate taxes on new improvements for the purpose of economic development. The project has an estimated capital investment total of $449,004.90, estimated annual tax abatement total of $2,846.76 and estimated total fee waivers of $4,760.50. Guidelines and criteria for the agreement are set forth in the attached agreement and information.

PREVIOUS COUNCIL ACTION

On March 18, 2013, City Council approved, establishing Neighborhood Empowerment Zone ONE, through resolution 2013-R-023.

BACKGROUND

The City of Laredo created the NEZ Program to stimulate investment in City Council Districts III and VIII by encouraging private investment in housing, businesses, and services in NEZ areas. The NEZ Program is the vehicle by which incentives such as building permit fee waivers and municipal property tax abatements may be granted to homeowners, investor-owners and developers proposing new construction projects or rehabilitation projects that are located within the NEZ area.

GAGE & ORTEGA PROPERTIES, LTD. has proposed a new project located at 2201 LAREDO STREET. The project will be new commercial on the property. The estimated capital investment of the project is $449,004.90. The project is located within the NEZ ONE (3) and meets the zoning requirements as established by the NEZ criteria. This project is located within City Council District III

The City of Laredo would waive associated fees for the following permits: Building Permit, Plan Review, Plumbing, Electrical, Mechanical, Fire, Right-of-Way (curb and street cut), Water Permit, Sprinkler System Fees.

The applicant has applied for an expedited process and has processed the application.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
Staff recommends that City Council approve this resolution.

Attachments

Application
Deed
Cost Estimate
Supportive Documents
Expedited Fee Waiver
Construction Plans
Resolution
Tax Abatement

CITY OF LAREDO
NEIGHBORHOOD EMPOWERMENT ZONE (NEZ) PROGRAM

PROJECT CERTIFICATION APPLICATION

I. Application Checklist – please submit the following documentation

- ☑ A completed application form
- ☑ **Non Refundable Application fee** – For basic incentives application **excluding** Tax Abatement, the application fee is $100.00. For multi-family, commercial, industrial, commercial facilities, and mixed-use tax abatement application; 0.5% of the total Capital Investment of the project, with a $150.00 minimum and not to exceed $1,000.00; for residential **tax abatement** applications: $100.00 per house.
- ☑ Proof of ownership, such as a warranty deed, affidavit of heirship, or a probated will **OR** evidence of site control, such as option to buy (**A registered warranty deed is required for a tax abatement application)**
- ☑ A reduced 11 x 17 floor plan, site plan, and site elevation with a written detailed project description that includes a baseline performance standard and a construction time
- ☑ A detailed line item budget showing the cost breakdown for the project
- ☐ Appraisal Card from Webb County Appraisal District

The City Ethics Code prohibits certain city officials and employees, as well as their close family members and any businesses they or their families hold a 10% or greater ownership interest from having a financial interest in a contract, purchase or sale with the City. Please refer to Section 2.09 of the City Ethics Code (Prohibited Interest in Contracts) for complete information. If you have any questions, please contact the City Attorney's Office to request to speak with the Ethics Compliance Officer at (956) 791-7319.

Currently, or within the past twelve (12) months, have you, your spouse, sibling, parent, child or other family member within the third degree of consanguinity or second degree of affinity served as a City of Laredo official or employee? If so, please provide the name of the official or employee, dates of service, and relationship to the official or employee.

N/A

Currently, or within the past twelve (12) months, has an owner, partner, or employee of a business entity in which you, your spouse, parent, child own 10% or more of the voting stocks or shares, or 10% or more of the fair market value served as a city official or employee? If so, please provide the name of the official or employee, dates of service, and relationship to the official or employee.

N/A

✔ Are you aware of any fact(s) with regard to this application that would raise a "conflict of interest" issue under Section 2.01 of the City Ethics Code for any city official or employee. If so, please explain.

N/A

Answering in the affirmative to any of the questions above will require this application be referred to the City Attorney's Office for review and determination on whether your project would violate any of the applicable provisions of the City of Laredo Code of Ethics.

Applicant's Signature: _____ Date: 9-20-22

WARNING: THIS IS A GOVERNMENT DOCUMENT TEXAS PENAL CODE, SECTION 37.10 SPECIFIES PENALTIES FOR MAKING FALSE ENTRIES OR PROVIDING FALSE INFORMATION IN THIS DOCUMENT

Incomplete applications will not be processed for certification until all required documents shown in the above checklist are submitted within 30 days after the application is received.

You must apply for tax abatement before any building permits are issued for your property and before any improvements are made to your property. It takes 30-60 business days to complete the Tax Abatement Agreement approval process after the issuance of the NEZ Certification depending on the complexity of your project. All building permits must be pulled within the 12 month period that certification was approved, or within 12 month period that the tax abatement was approved or you will be required to re-apply for NEZ incentives.

II. Applicant/Agent Information

1. **Applicant:** Gage & Ortega Properties, LTD
2. **Contact Person:** Joe Gage
3. **Address:** 1401 Fremont (Street) | Laredo (City) | TX (State) | 78040 (Zip)
4. **Phone Number:** 956-337-8455
5. **Fax No.:** 956-723-1064
6. **E-Mail:** joe.gage@yahoo.com
7. **Agent (if any):** N/A

8. **Project Address:** 2201 Laredo St (Street) Laredo (City) TX (State) 78043 (Zip)

9. **Phone No.:** N/A

10. **E-Mail:** N/A

PROJECT ELIGIBILITY

1. **Please list down the addresses and legal descriptions of the project. Attach metes and bounds description if no address or legal description is available. Attach a map showing the location of the project.**

Table 1 Property Ownership

Address (Project Location)	Zip Code	Subdivision Name	Lot No.	Block No.	Base Year Valuation	Tax Year
2201 Laredo St	78043	Guadalupe/D-Com	1&2	1278	$103,780	2022

2. **For each property listed in Table 1, please check the boxes below to indicate if:**

There are taxes past due ☐ **Yes** ☐ **No**
There are City liens ☐ **Yes** ☐ **No**
You (meaning the applicant, developer, associates, agents, principals) have been subject to an Order of Demolition where the property was demolished within the last 5 years. ☐ **Yes** ☐ **No**

Table 2 Property Taxes and Liens

Address	Property Taxes Due	Weed Liens	Board-up/Open Structure Liens	Demolition Liens	Paving Liens	Order of Demolition
	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐

(Please see attached sheets of paper as needed.)

If there are taxes due or liens against any property in the City of Laredo you may not be eligible for NEZ incentives.

3. **Does the proposed project conform to the City of Laredo zoning?** ☑ Yes ☐ No

If no, what steps are being taken to ensure compliance?

4.

Project Type:	☐ Single Family	☐ Multi- Family	☑ Commercial	☐ Industrial	☐ Community Facilities	☐ Mixed-Use

☐ Owner Occupied
☑ Rental Property

5. **Please describe the proposed residential or commercial project and provide 11 x 17 drawing:** Commercial Building

6. **If your project is commercial, industrial, or mixed-use project, please describe the types of business that is being proposed:** Retail Store

7. **Is this new construction or rehabilitation project?** ☑ **New Construction** ☐ **Rehabilitation**

8. **How much is the total development cost of your project?** $449,004.90

9. **Will the eligible rehabilitation work equal to at least 25% of the Webb County Appraisal District (WEEBCAD) assessed value of the structure during the year rehabilitation occurs?** ☑ Yes ☐ No

   - Eligible rehabilitation includes only physical improvements to real property. It does NOT include: Front yard fencing consisting of chain-link or solid material construction; personal property such as furniture, equipment, and/or supplies. Total eligible rehabilitation costs shall equal to 25% of WEEBCAD appraised value of the structure during the year rehabilitation occurs.

10. **How much is the total square footage of your project?** 6,736 **sq. ft.**

11. **For a single family homeownership, mixed-use, or multi-family development project, please fill out the number of residential units.**

Table 3 Number of Residential Units

Number of Unites	Percentage

12. **For a commercial, industrial, or community facilities project, indicate square footage of non-residential space.**

Commercial	Industrial	Community Facilities
6,736		

13. **What is your Capital Investment***for this project? Please use the following table to provide the detail and amount of your Capital Investment (Attached additional sheets if necessary).**

Table 4 Itemized Budget of the Project

Item	Amount	Notes
		See Attached
TOTAL		

***Capital investment includes only real property improvements such as new facilities and structures, site improvements, facility expansion, and facility modernization. Capital Investment DOES NOT include land acquisition costs and/or any existing improvements, or personal property (such as machinery, equipment, and/or supplies or inventory).

14. **For a mixed-use project, please indicate the percentage of all uses in the project in the following table.**

Table 5 Percentages of uses in a Mixed Use Project

Type	Square Footage	Percentage
TOTAL		

III. INCENTIVES - What incentives are you applying for?

Municipal Property Tax Abatements

☐ 5 years
☐ Residential Owner Occupied
☐ More than 5 years
☐ Residential Rental Property
☐ Apartments
☑ Commercial

Development Fee Waivers

Select all that applies

☑ All building permit related fees (including Plans Review and Inspection
☐ Plat application fee (including concept plan, preliminary plat, final plat, short form replat)
☐ Zoning application fee
☐ Board of Adjustment Application Fee
☐ Demolition Fee
☐ Structure Moving Fee
☑ Street Utility Easement vacation application fee

Impact Fee Waivers

☑ Water (Meter Size_____) (No. of meters_____) ☐ Transportation

IV. Release of City Liens

Are there any outstanding city liens pending

☐ Weed Liens ☐ Paving Liens ☐ Board up-open structure Liens ☐ Demolition Liens
☑ NONE ☐ I do not know

V. ACKNOWLEDGMENTS

I hereby certify that the information provided is true and accurate to the best of my knowledge.

I understand that the approval of fee waivers included those waived under expedited fee waiver process, and other incentives shall not be deemed approved of any aspect of the project and that the application must be ratified by the City Council. I understand that I am responsible in obtaining required permits and inspections from the City and in ensuring the project is located in the correct zoning district. If denied by City Council I understand that I am responsible for all fees previously waived.

City Council retains sole authority to approve or deny any tax abatement agreement, permit fees waivers all applications certified under the expedited Building Permit fee waiver

Joe Gage		9-20-22
PRINTED OR TYPED NAME	AUTHORIZED SIGNATURE	DATE

Please email your application to:
Roland H. Lozano, Jr. at rlozano1@ci.laredo.tx.us
Building Development Services Department
1413 Huston Street, Laredo, Texas 78040
P: 956.794.1625 F: 956.795.2998

Electronic version of this form is available on the City of Laredo website. For more information on the NEZ program, please visit our website at ***www.cityoflaredo.com/building***

For Office Use Only

Application No._____ In which NEZ? _____ Council District _____

Application Completed Date:_____ Conform with Zoning? ☐ Yes ☐ No

Type: ☐ Single Family ☐ Multi-Family ☐ Commercial ☐ Industrial ☐ Community Facilities ☐ Mixed Use

Applicant is Property Owner ☐ Yes ☐ No

WEEBCAD Account No. _____

Consistent with the NEZ plan? ☐ Yes ☐ No

Minimum Capital Investment? ☐ Yes ☐ No

Rehabilitation at or higher than 25%? ☐ Yes ☐ N/A ☐ No

Tax current on this property? ☐ Yes ☐ No

Tax Current on other properties ☐ Yes ☐ No

Meet Mixed-Use Definition ☐ Yes ☐ N/A ☐ No

City liens on this property? ☐ Yes ☐ No

City liens other properties? ☐ Yes ☐ N/A ☐ No

	This Property		**Other Properties**
Weed Liens	☐ Yes	☐ No	☐ Yes ☐ N/A ☐ No
Board-up/open structure liens	☐ Yes	☐ No	☐ Yes ☐ N/A ☐ No
Demolition liens	☐ Yes	☐ No	☐ Yes ☐ N/A ☐ No
Paving liens	☐ Yes	☐ No	☐ Yes ☐ N/A ☐ No
Order of Demolition	☐ Yes	☐ No	☐ Yes ☐ N/A ☐ No

Tax Department Certified? ☐ Yes ☐ No Date certification issued: _____

Name: _____

Referred to: _____ Received by: _____

Building Department Director Staff

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WARRANTY DEED

THE STATE OF TEXAS §
COUNTY OF WEBB §

KNOW ALL MEN BY THESE PRESENTS:

That CDP VENTURES, INC., a Texas corporation ("Grantor"), for and in consideration of the sum of TEN AND NO/100ths ($10.00) DOLLARS and other valuable consideration to the undersigned paid by the Grantee, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto GAGE & ORTEGA PROPERTIES, LTD., a Texas limited partnership ("Grantee"), whose mailing address is 6010 McPherson Rd., Suite D-2, Laredo, Texas 78041, the following described real property (the "Property") in Webb County, Texas, to-wit:

Lots No. 1 and 2, Block No. 1278, situated in the Eastern Division of the City of Laredo, Webb County, Texas according to the original map or plat of the city.

This conveyance is made and accepted subject to the following:

1. Any visible and apparent roadways or easements.
2. Zoning Ordinance of the City of Laredo effective September 1, 1982 and all amendments thereto.
3. Ad valorem taxes due on the Property after the date of this conveyance.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the Grantee, its successors and assigns; and Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Property unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the matters to which this conveyance is expressly made subject.

EXECUTED on the 22 day of March, 2016.

CDP VENTURES, INC.

By: _____
CARLOS DIAZ, President

THE STATE OF TEXAS §
COUNTY OF WEBB §

THIS INSTRUMENT was acknowledged before me on the 22 day of March, 2016 by CARLOS DIAZ, President of CDP VENTURES, INC., a Texas corporation, on behalf of said corporation.

_____
Notary Public in and for the State of Texas

LETTY H. PEREZ
NOTARY PUBLIC
STATE OF TEXAS
ID 5207886
EXP. 07-21-2017

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

CORRECTION
WARRANTY DEED WITH VENDOR'S LIEN

Date: MARCH 22, 2016 but effective as of March 01, 2013

Grantor: **AGUSTIN MALDONADO, JR., AS TRUSTEE OF THE AGUSTIN MALDONADO, JR., REVOCABLE TRUST and AS TRUSTEE OF THE TESTAMENTARY TRUST CREATED IN THE LAST WILL AND TESTAMENT OF ESTHER G. MALDONADO**

Grantor's Mailing Address:

P. O. Box 3165, Laredo, Webb County, Texas 78044-3165

Grantee: **CDP VENTURES, INC.**

Grantee's Mailing Address:

709 Alta Vista Drive, Suite 106, Laredo, Webb County, Texas 78041

Consideration:

A note of even date executed by Grantee and payable to the order of Grantor in the principal amount of TEN AND NO/100 DOLLARS ($10.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to AGUSTIN MALDONADO, JR., trustee.

Property (Including any improvements):

Situated in Webb County, Texas and being the following described property: Lots One (1) and Two (2) of Block Twelve Hundred Seventy-Eight (1278), Eastern Division, City of Laredo, Webb County, Texas.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: None

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

When the context requires, singular nouns and pronouns include the plural.

This instrument was prepared based on information furnished by the parties, and no independent title search has been made.

This deed is made as a correction deed in substitution of the deed titled Warranty Deed with Vendor's Lien ("Corrected Deed") dated March 01, 2013 and recorded in Volume 3434, page 374-376 of the Official Public Records of Webb County, Texas, to correct the following incorrect information: the name of the Grantor was shown as Agustin Maldonado, Jr., as Trustee of the Agustin Maldonado, Jr., Revocable Trust when the Grantor was in truth and in fact Agustin Maldonado, Jr., as Trustee of the Agustin Maldonado, Jr. Revocable Trust and as Trustee of the Testamentary Trust created in the Last Will and Testament of Esther G. Maldonado. Other than the stated correction, this deed is intended to restate in all respects the Corrected Deed, and the effective date of this correction deed relates back to the effective date of the Corrected Deed.

AGUSTIN MALDONADO, JR., AS TRUSTEE OF THE AGUSTIN MALDONADO, JR., REVOCABLE TRUST AND AS TRUSTEE OF THE TESTAMENTARY TRUST CREATED IN THE LAST WILL AND TESTAMENT OF ESTHER G. MALDONADO

THE STATE OF TEXAS §

COUNTY OF WEBB §

THIS INSTRUMENT was acknowledged before me on the 22 day of MARCH, 2016 by AGUSTIN MALDONADO, JR., AS TRUSTEE OF THE AGUSTIN MALDONADO, JR., REVOCABLE TRUST AND AS TRUSTEE OF THE TESTAMENTARY TRUST CREATED IN THE LAST WILL AND TESTAMENT OF ESTHER G. MALDONADO.

EVAN GUTIERREZ
Notary Public, State of Texas
Comm. Expires 09-30-2019
Notary ID 4238186

Notary Public in and for the State of Texas

J.M. Gonzalez Construction Co.
3820 Cedar Ave.
Laredo TX 78041
956-645-4645

Laredo Ranch Store Cost Break Down

Building permit	$2,800.00
Insurance	$3,300.00
Architect	$3,040.00
A Plus Plumbing	$10,880.00
Concrete parking, entrance ramps and side walks	$63,649.00
Framing Drywall Insulation Interior Doors (Walls and Grids)	$37,340.00
Electric	$58,072.00
Paint	$25,683.00
Parking Stripes (allowance)	$2,500.00
Air Condition and duct work	$39,500.00
Finish Floor and Stain (allowance $3.50 per sq. ft.)	$10,336.00
Ceramic Tile for bath rooms including walls and floors	$8,840.00
Concrete block walls and exterior brick and columns	$23,373.00
Fire extinguishers (allowance)	$2,200.00
Fix windows and Front entrance Glass doors	$6,135.00
Overhead Doors (Laredo Dock and Doors)	$5,330.23
Stairs , railing (allowance)	$1,200.00
Land scaping and Irrigation system	$14,770.00
Structural Building Labor and Materials	$81,949.00
Sub Total	$400,897.23
Contractor's Fee (12%)	$48,107.67
Grand Total	**$449,004.90**

NEZ INFORMATION

1. Resolution Number: 2022-R-166
2. Address: 2201 Laredo St
3. Owner: Gage & Ortega Properties
4. Email: Joe.gage@yahoo.com
5. Phone Number: 956-723-1064
6. Application Submittal Date: 09/23/22
7. Application Expiration:
8. Legal Description: Lot 1 & 2 Block 1278 Eastern Division
9. Geo-ID: 549-01278-010
10. Property ID: 176611
11. Application #: 22-6125
12. Zoning: B3
13. City Council District: 3
14. NEZ District: 3
15. Project Type: New Construction
16. Project Use: Commercial
17. Square Footage: 6,736 sqft
18. Number of years abated: 10 years
19. Current Property value: $
20. Capital Investment: $ 449,004.90
21. Estimated Total Permits Fees: $ 4,760.50
22. Estimated Annual Tax Abatement: $ 2,763.04
23. Estimated Total Tax Abatement: $ 27,630.41
24. City Council Meeting Date: 10/03/22
25. Email Sent to Tax Department: 09/23/22
26. Property Liens:

PID 176611 | 2201 LAREDO ST

GENERAL INFO

ACCOUNT

Property ID: 176611
Geographic ID: 549-01278-010
Type: R
Zoning: B-3
Agent:
Legal Description: LOTS 1 & 2 BLK 1278 ED @2201 LAREDO ST
Property Use:

LOCATION

Address: 2201 LAREDO ST LAREDO TX 78043

Market Area:
Market Area CD: CD31
Map ID: 79
Zoning: B-3

OWNER

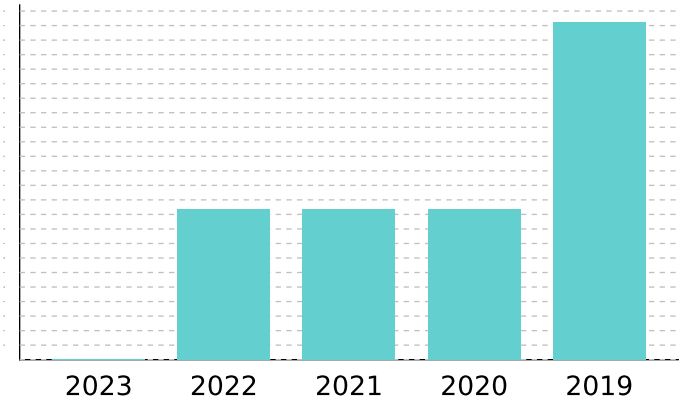
Name: GAGE & ORTEGA PROPERTIES LTD
Secondary Name:
Mailing Address: 6010 MCPHERSON RD STE 2D LAREDO TX US 78041-6209
Owner ID: 10155979
% Ownership: 100.00
Exemptions:

VALUES

CURRENT VALUES

Land Homesite:	$0
Land Non-Homesite:	$103,780
Special Use Land Market:	$0
Total Land:	$103,780
Improvement Homesite:	$0
Improvement Non-Homesite:	$0
Total Improvement:	$0
Market:	$103,780
Special Use Exclusion (-):	$0
Appraised:	$103,780
Value Limitation Adjustment (-):	$0
Net Appraised:	$103,780

VALUE HISTORY



Values for the current year are preliminary and are subject to change.

VALUE HISTORY

Year	Land Market	Improvement	Special Use Exclusion	Appraised	Value Limitation Adj (-)	Net Appraised
2023	N/A	N/A	N/A	N/A	N/A	N/A
2022	$103,780	$0	$0	$103,780	$0	$103,780
2021	$103,780	$0	$0	$103,780	$0	$103,780
2020	$103,780	$0	$0	$103,780	$0	$103,780
2019	$103,780	$128,770	$0	$232,550	$0	$232,550

TAXING UNITS

Unit	Description	Tax Rate	Net Appraised	Taxable Value
C1	CITY OF LAREDO	0.615370	$103,780	$103,780
G3	WEBB COUNTY	0.410000	$103,780	$103,780
J2	LAREDO COLLEGE	0.319441	$103,780	$103,780
S1	LAREDO ISD	1.389200	$103,780	$103,780

DO NOT PAY FROM THIS ESTIMATE. This is only an estimate provided for informational purposes and may not include any special assessments that may also be collected. Please contact the tax office for actual amounts.

IMPROVEMENT

LAND

Land	Description	Acres	SQFT	Cost per SQFT	Market Value	Special Use Value
CTA7	GUAD/CHIH INT	0.2214	9,645	$5.38	$51,890	$0
CTA7	GUAD/CHIH INT	0.2214	9,645	$5.38	$51,890	$0

DEED HISTORY

Deed Date	Type	Description	Grantor/Seller	Grantee/Buyer	Book ID	Volume	Page	Instrument
3/22/16	WD	WARRANTY DEED	CDP VENTURES INC	GAGE & ORTEGA PROPERTIES LTD		3943	740	1260205
3/22/16	RESC	RESCISISON OF	MALDONADO AGUSTIN JR	CDP VENTURES INC		3943	735	1260203
3/22/16	CD	CORRECTION DEED	MALDONADO AGUSTIN JR	CDP VENTURES INC		3943	732	1260202
12/8/15	DIF	DEED IN LIEU OF	CDP VENTURES INC	MALDONADO AGUSTIN JR		3898	132	1252244
3/1/13	WDVL	WARRANTY DEED/VENDE	MALDONADO AGUSTIN JR	CDP VENTURES INC		3434	374	1168273
10/10/12	OT	Other	FLORES ELSA M TRUSTEE OF	MALDONADO AGUSTIN JR		3329	399	1147544
6/7/95	OT	Other	MALDONADO AGUSTIN	MALDONADO AGUSTIN JR		330	621	551744
6/7/95	OT	Other	MALDONADO AGUSTIN JR TRUST	FLORES ELSA M TRUSTEE		330	624	5514745

RESIDENTIAL NEW CONSTRUCTION
NEZ TAX ABATEMENT AND PERMIT FEE CALCULATIONS

2201 laredo

CAPITAL INVESTMENT	$449,004.90
CURRENT PROPERTY VALUE	$103,780.00
CURRENT ANNUAL CITY TAX	$638.63
SQUARE FOOTAGE	6,736
BUILDING PERMIT	$1,960.50
ELECTRICAL PERMIT	$850.00
MECHANICAL PERMIT	$900.00
PLUMBING PERMIT	$750.00
DEMO PERMIT	$0.00
ROW PERMIT	$300.00
PROPOSED NEW PROPERTY VALUE	$552,784.90
PROPOSED NEW ANNUAL CITY TAX	$3,401.67
TOTAL PERMIT FEES	$4,760.50
NUMBER OF YEARS TAX ABATEMENT	10
CITY TAX RATE	0.615%
RESIDENTIAL	$0.00
ANNUAL TAX ABATEMENT	$2,763.04
TOTAL TAX ABATEMENT	$27,630.41

Valuation		$449,005.00	
Square Footage		6736	
Building Type		I-A	
Uses		Business	
Multiplier		96	
Table Value	$		647,000.00
Value used for Calculation		$647,000.00	
Naviline Code		B-1A	
PL Fee	$		653.50
BL Fee	$		1,307.00
Total	$		1,960.50

BUILDING PERMIT	$1,960.50
ROW PERMIT	$300.00
MECHANICAL	$900.00
ELECTRICAL	$850.00
PLUMBING	$750.00
TOTAL	$4,760.50

FALSE FALSE
FALSE FALSE
FALSE FALSE

TYPE I - This concrete and steel structure, called fire resistive when first built at the turn of the century, is supposed to confine a fire by its construction. This type of construction in which the building elements listed in IBC Table 601 is of noncombustible materials such as concrete and steel. The roof is also of noncombustible material such as concrete or steel.

TYPE II - This type building has steel or concrete walls, floors and structural framework similar to a type I construction however; the roof covering material is combustible. The roof covering of a type II building can be a layer of asphalt water proofing, with a combustible felt paper covering. Another layer of asphalt may be mopped over the felt paper.

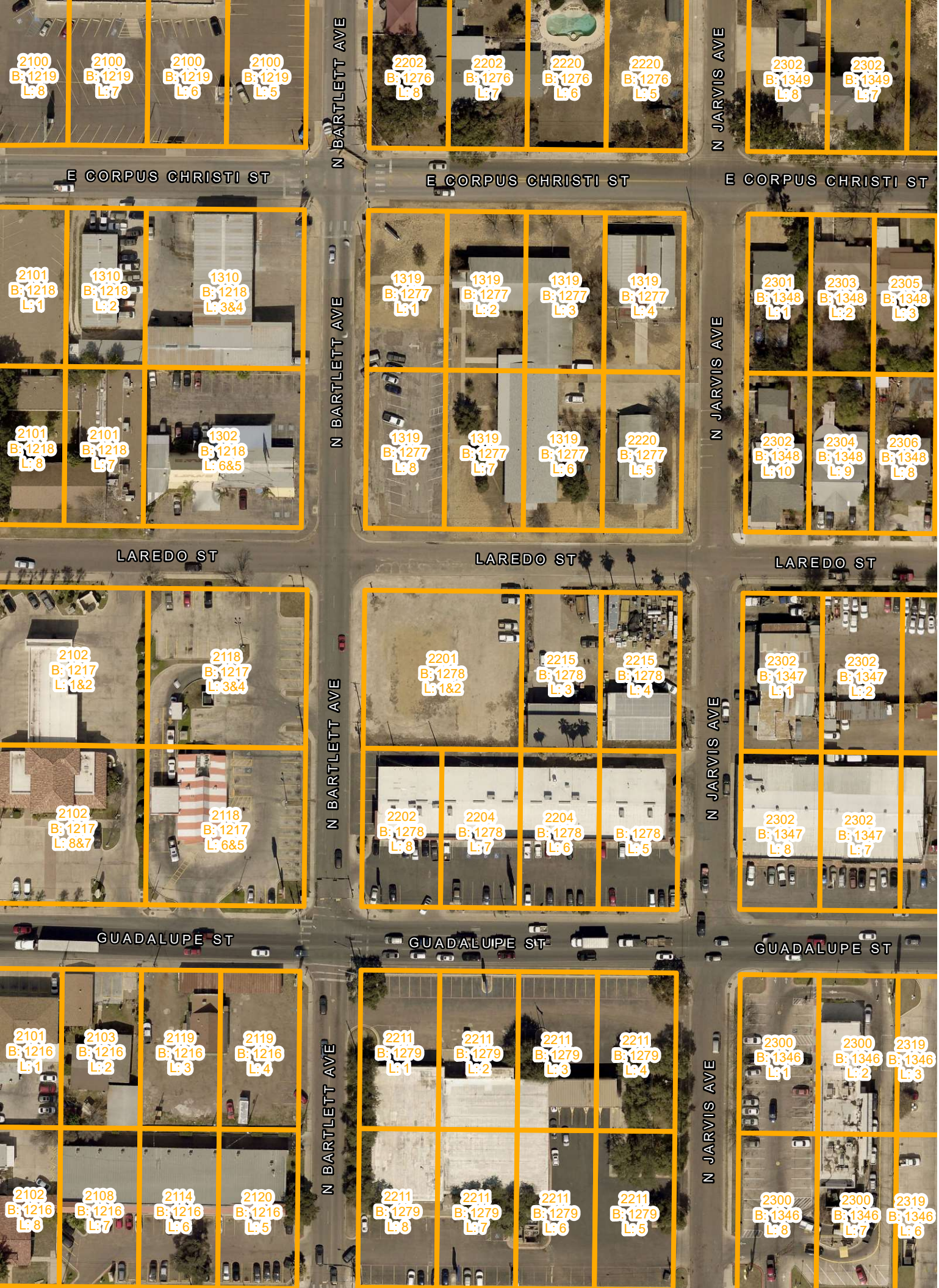
TYPE III - This type of constructed building is also called a brick and joist structure by some. It has masonry bearing walls but the floors, structural framework and roof are made of wood or other combustible material. For example; a concrete block building with wood roof and floor trusses. Fire-retardant-treated wood framing complying with IBC Sec. 2303.2 shall be permitted within exterior wall assemblies of a 2-hour rating or less.

TYPE IV - These buildings have masonry walls like Type III buildings but the interior wood consists of heavy timbers. In a heavy-timber building a wood column cannot be less than eight inches thick in any dimension and a wood girder cannot be less than six inches thick. The floor and roof are plank board. One difference between a heavy timber type IV building and type III construction is that a heavy-timber type IV building does not have plaster walls and ceilings covering the interior wood framework. The details of type IV construction shall comply with the provisions of 602.4.1 through 602.4.7. Fire-retardant-treated wood framing complying with IBC Section 2303.2 shall be permitted within exterior wall assemblies with a 2-hour rating or less.

TYPE V - Wood-frame construction is the most combustible of the five building types. The interior framing and exterior walls may be wood. A wood-frame building is the only one of the five types of construction that has combustible exterior walls. This is the typical single-family home construction method. These buildings are built with 2x4 or 2x6 studs and load bearing walls, wood floor trusses or wood floor joist and wood roof framing.

Protected "A" means that all structural members of a building or structure has additional fire rated coating or cover by means of sheetrock, spray on, or other approved method. This additional fire rated coating or cover extends the fire resistance rating of structural members at least 1 hour.

Un-protected "B" means that all structural members of a building or structure have no additional fire rated coating or cover.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2100 B: 1219 L: 7
2100 B: 1219 L: 6
2100 B: 1219 L: 5
2202 B: 1276 L: 8
2202 B: 1276 L: 7
2220 B: 1276 L: 6
2220 B: 1276 L: 5
2302 B: 1349 L: 8
2302 B: 1349 L: 7
N BARTLETT AVE
N JARVIS AVE
E CORPUS CHRISTI ST
E CORPUS CHRISTI ST
E CORPUS CHRISTI ST
2101 B: 1218 L: 1
1310 B: 1218 L: 2
1310 B: 1218 L: 3&4
1319 B: 1277 L: 1
1319 B: 1277 L: 2
1319 B: 1277 L: 3
1319 B: 1277 L: 4
2301 B: 1348 L: 1
2303 B: 1348 L: 2
2305 B: 1348 L: 3
2101 B: 1218 L: 8
2101 B: 1218 L: 7
1302 B: 1218 L: 6&5
1319 B: 1277 L: 8
1319 B: 1277 L: 7
1319 B: 1277 L: 6
2220 B: 1277 L: 5
2302 B: 1348 L: 10
2304 B: 1348 L: 9
2306 B: 1348 L: 8
LAREDO ST
LAREDO ST
LAREDO ST
2102 B: 1217 L: 1&2
2118 B: 1217 L: 3&4
2201 B: 1278 L: 1&2
2215 B: 1278 L: 3
2215 B: 1278 L: 4
2302 B: 1347 L: 1
2302 B: 1347 L: 2
2102 B: 1217 L: 8&7
2118 B: 1217 L: 6&5
2202 B: 1278 L: 8
2204 B: 1278 L: 7
2204 B: 1278 L: 6
B: 1278 L: 5
2302 B: 1347 L: 8
2302 B: 1347 L: 7
GUADALUPE ST
GUADALUPE ST
GUADALUPE ST
2101 B: 1216 L: 1
2103 B: 1216 L: 2
2119 B: 1216 L: 3
2119 B: 1216 L: 4
2211 B: 1279 L: 1
2211 B: 1279 L: 2
2211 B: 1279 L: 3
2211 B: 1279 L: 4
2300 B: 1346 L: 1
2300 B: 1346 L: 2
2319 B: 1346 L: 3
2102 B: 1216 L: 8
2108 B: 1216 L: 7
2114 B: 1216 L: 6
2120 B: 1216 L: 5
2211 B: 1279 L: 8
2211 B: 1279 L: 7
2211 B: 1279 L: 6
2211 B: 1279 L: 5
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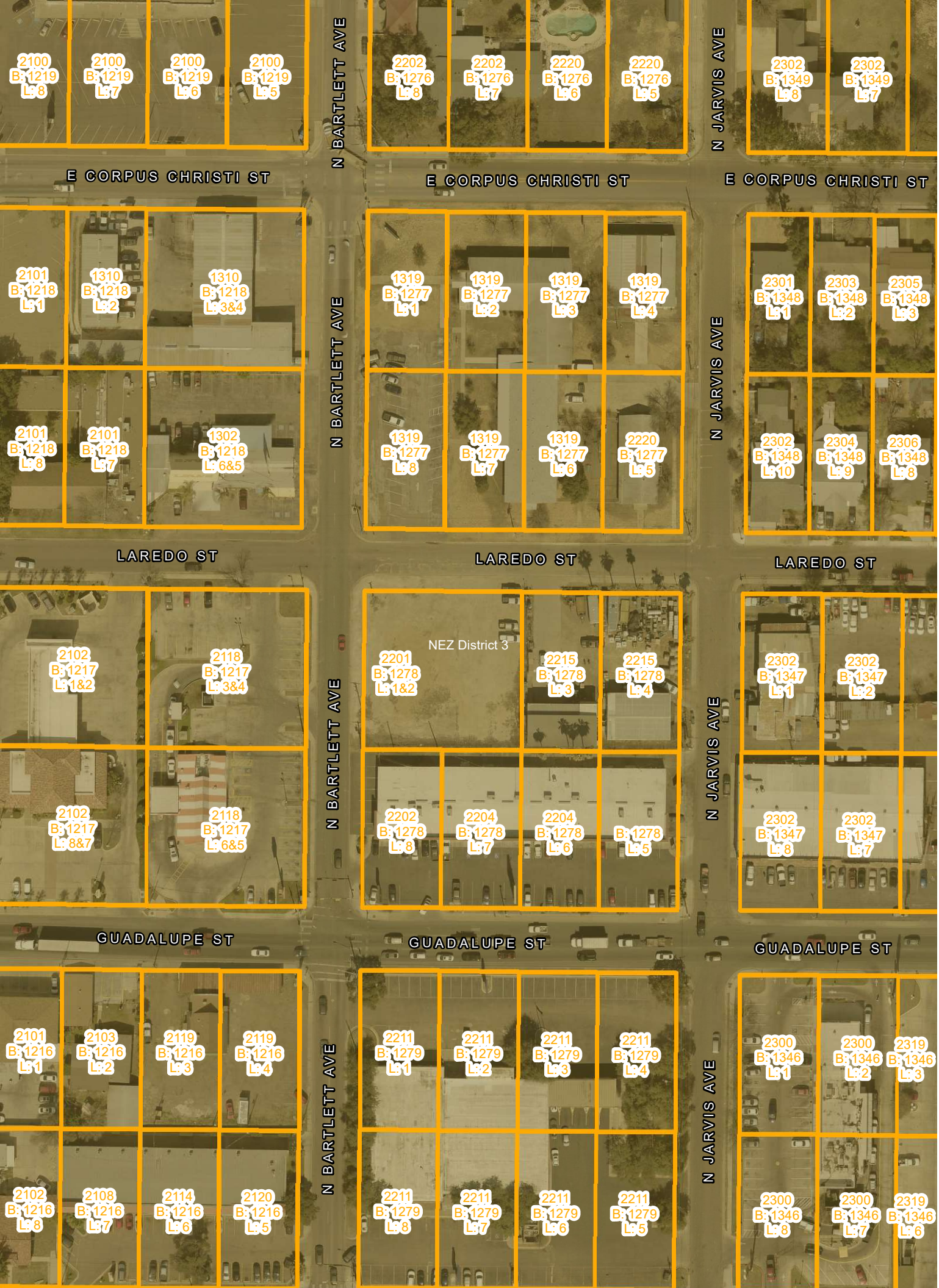
2300 B: 1346 L: 7
2319 B: 1346 L: 6


E CORPUS CHRISTI ST
N BARTLETT AVE
N JARVIS AVE
LAREDO ST
GUADALUPE ST
NEZ District 3
2100 B: 1219 L: 8
2100 B: 1219 L: 7
2100 B: 1219 L: 6
2100 B: 1219 L: 5
2202 B: 1276 L: 8
2202 B: 1276 L: 7
2220 B: 1276 L: 6
2220 B: 1276 L: 5
2302 B: 1349 L: 8
2302 B: 1349 L: 7
2101 B: 1218 L: 1
1310 B: 1218 L: 2
1310 B: 1218 L: 3&4
2101 B: 1218 L: 8
2101 B: 1218 L: 7
1302 B: 1218 L: 6&5
1319 B: 1277 L: 1
1319 B: 1277 L: 2
1319 B: 1277 L: 3
1319 B: 1277 L: 4
1319 B: 1277 L: 8
1319 B: 1277 L: 7
1319 B: 1277 L: 6
2220 B: 1277 L: 5
2301 B: 1348 L: 1
2303 B: 1348 L: 2
2305 B: 1348 L: 3
2302 B: 1348 L: 10
2304 B: 1348 L: 9
2306 B: 1348 L: 8
2102 B: 1217 L: 1&2
2118 B: 1217 L: 3&4
2102 B: 1217 L: 8&7
2118 B: 1217 L: 6&5
2201 B: 1278 L: 1&2
2215 B: 1278 L: 3
2215 B: 1278 L: 4
2202 B: 1278 L: 8
2204 B: 1278 L: 7
2204 B: 1278 L: 6
B: 1278 L: 5
2302 B: 1347 L: 1
2302 B: 1347 L: 2
2302 B: 1347 L: 8
2302 B: 1347 L: 7
2101 B: 1216 L: 1
2103 B: 1216 L: 2
2119 B: 1216 L: 3
2119 B: 1216 L: 4
2102 B: 1216 L: 8
2108 B: 1216 L: 7
2114 B: 1216 L: 6
2120 B: 1216 L: 5
2211 B: 1279 L: 1
2211 B: 1279 L: 2
2211 B: 1279 L: 3
2211 B: 1279 L: 4
2211 B: 1279 L: 8
2211 B: 1279 L: 7
2211 B: 1279 L: 6
2211 B: 1279 L: 5
2300 B: 1346 L: 1
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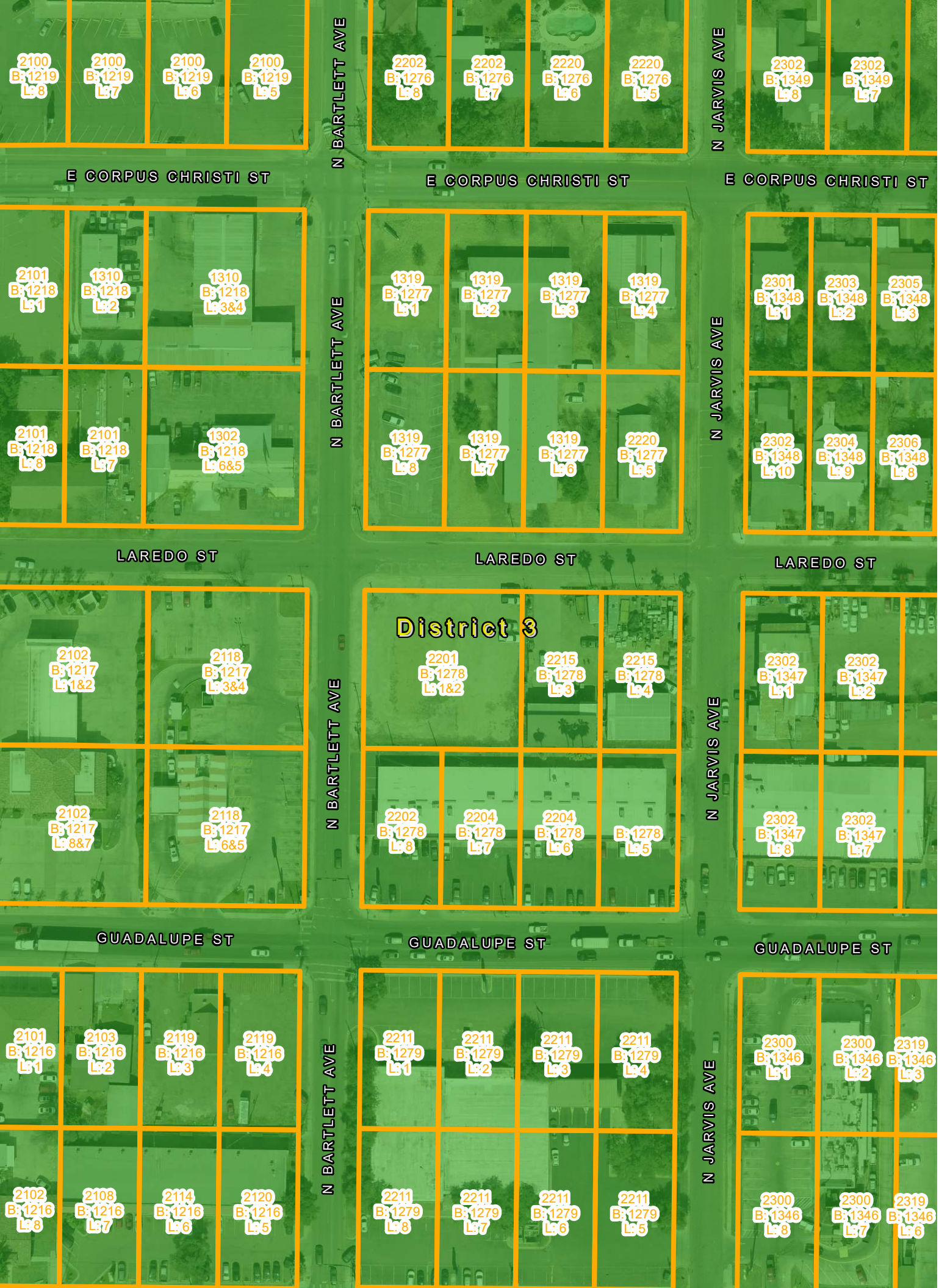
2300 B: 1346 L: 8
2300 B: 1346 L: 7
2319 B: 1346 L: 6


2100 B: 1219 L: 8
2100 B: 1219 L: 7
2100 B: 1219 L: 6
2100 B: 1219 L: 5
2202 B: 1276 L: 8
2202 B: 1276 L: 7
2220 B: 1276 L: 6
2220 B: 1276 L: 5
2302 B: 1349 L: 8
2302 B: 1349 L: 7
N BARTLETT AVE
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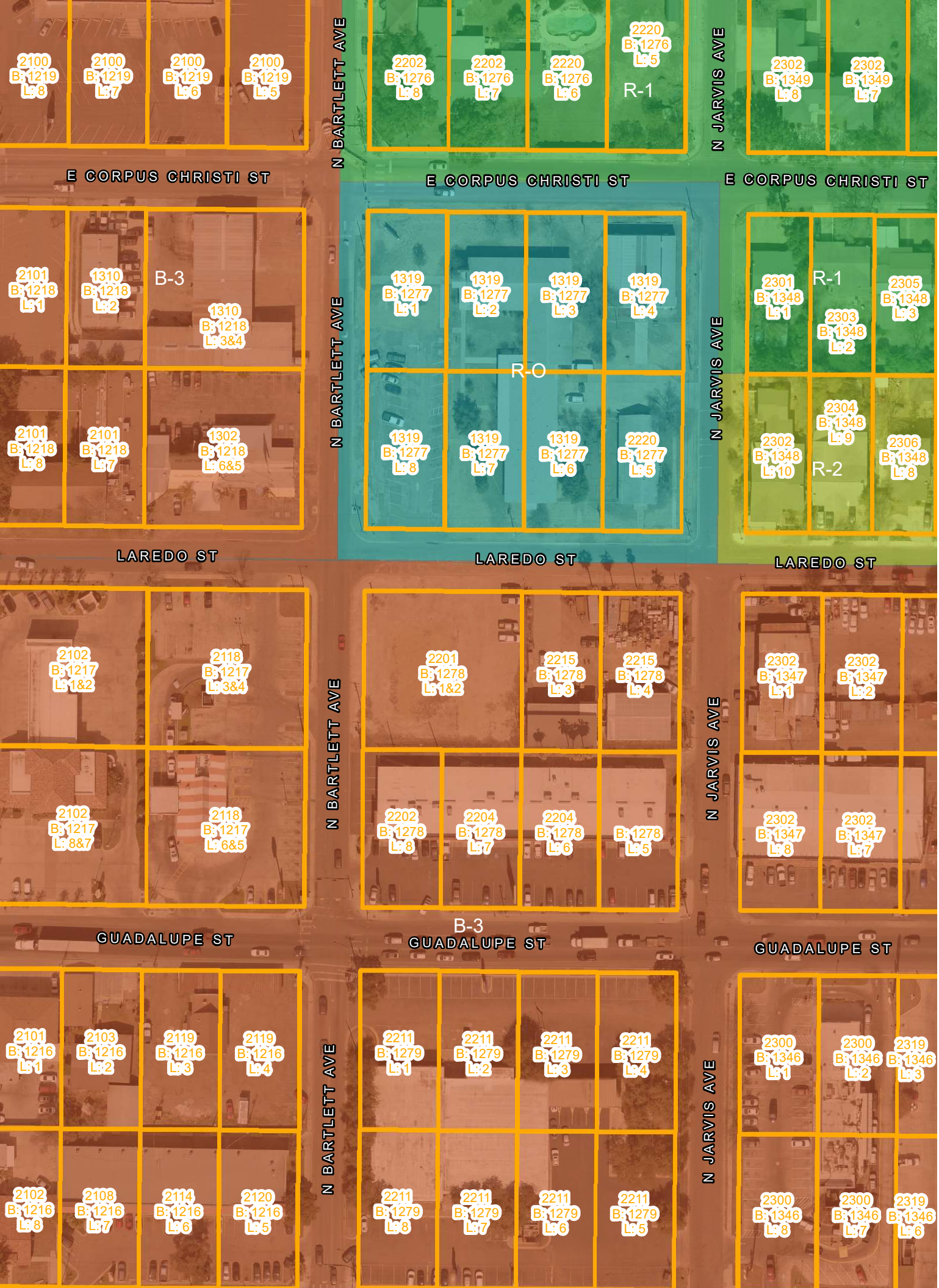
E CORPUS CHRISTI ST
E CORPUS CHRISTI ST
E CORPUS CHRISTI ST
2101 B: 1218 L: 1
1310 B: 1218 L: 2
1310 B: 1218 L: 3&4
2101 B: 1218 L: 8
2101 B: 1218 L: 7
1302 B: 1218 L: 6&5
1319 B: 1277 L: 1
1319 B: 1277 L: 2
1319 B: 1277 L: 3
1319 B: 1277 L: 4
1319 B: 1277 L: 8
1319 B: 1277 L: 7
1319 B: 1277 L: 6
2220 B: 1277 L: 5
2301 B: 1348 L: 1
2303 B: 1348 L: 2
2305 B: 1348 L: 3
2302 B: 1348 L: 10
2304 B: 1348 L: 9
2306 B: 1348 L: 8
LAREDO ST
LAREDO ST
LAREDO ST
2102 B: 1217 L: 1&2
2118 B: 1217 L: 3&4
2102 B: 1217 L: 8&7
2118 B: 1217 L: 6&5
District 3
2201 B: 1278 L: 1&2
2215 B: 1278 L: 3
2215 B: 1278 L: 4
2202 B: 1278 L: 8
2204 B: 1278 L: 7
2204 B: 1278 L: 6
B: 1278 L: 5
2302 B: 1347 L: 1
2302 B: 1347 L: 2
2302 B: 1347 L: 8
2302 B: 1347 L: 7
GUADALUPE ST
GUADALUPE ST
GUADALUPE ST
2101 B: 1216 L: 1
2103 B: 1216 L: 2
2119 B: 1216 L: 3
2119 B: 1216 L: 4
2102 B: 1216 L: 8
2108 B: 1216 L: 7
2114 B: 1216 L: 6
2120 B: 1216 L: 5
2211 B: 1279 L: 1
2211 B: 1279 L: 2
2211 B: 1279 L: 3
2211 B: 1279 L: 4
2211 B: 1279 L: 8
2211 B: 1279 L: 7
2211 B: 1279 L: 6
2211 B: 1279 L: 5
2300 B: 1346 L: 1
2300 B: 1346 L: 2
2319 B: 1346 L: 3
2300 B: 1346 L: 8
2300 B: 1346 L: 7
2319 B: 1346 L: 6


2100 B: 1219 L: 8
2100 B: 1219 L: 7
2100 B: 1219 L: 6
2100 B: 1219 L: 5
E CORPUS CHRISTI ST
N BARTLETT AVE
2202 B: 1276 L: 8
2202 B: 1276 L: 7
2220 B: 1276 L: 6
2220 B: 1276 L: 5
R-1
N JARVIS AVE
2302 B: 1349 L: 8
2302 B: 1349 L: 7
E CORPUS CHRISTI ST
E CORPUS CHRISTI ST
2101 B: 1218 L: 1
1310 B: 1218 L: 2
B-3
1310 B: 1218 L: 3&4
2101 B: 1218 L: 8
2101 B: 1218 L: 7
1302 B: 1218 L: 6&5
LAREDO ST
N BARTLETT AVE
1319 B: 1277 L: 1
1319 B: 1277 L: 2
1319 B: 1277 L: 3
1319 B: 1277 L: 4
R-O
1319 B: 1277 L: 8
1319 B: 1277 L: 7
1319 B: 1277 L: 6
2220 B: 1277 L: 5
N JARVIS AVE
2301 B: 1348 L: 1
R-1
2303 B: 1348 L: 2
2305 B: 1348 L: 3
2304 B: 1348 L: 9
2302 B: 1348 L: 10
R-2
2306 B: 1348 L: 8
LAREDO ST
LAREDO ST
2102 B: 1217 L: 1&2
2118 B: 1217 L: 3&4
2102 B: 1217 L: 8&7
2118 B: 1217 L: 6&5
GUADALUPE ST
N BARTLETT AVE
2201 B: 1278 L: 1&2
2215 B: 1278 L: 3
2215 B: 1278 L: 4
2202 B: 1278 L: 8
2204 B: 1278 L: 7
2204 B: 1278 L: 6
B: 1278 L: 5
B-3
GUADALUPE ST
N JARVIS AVE
2302 B: 1347 L: 1
2302 B: 1347 L: 2
2302 B: 1347 L: 8
2302 B: 1347 L: 7
GUADALUPE ST
2101 B: 1216 L: 1
2103 B: 1216 L: 2
2119 B: 1216 L: 3
2119 B: 1216 L: 4
2102 B: 1216 L: 8
2108 B: 1216 L: 7
2114 B: 1216 L: 6
2120 B: 1216 L: 5
N BARTLETT AVE
2211 B: 1279 L: 1
2211 B: 1279 L: 2
2211 B: 1279 L: 3
2211 B: 1279 L: 4
2211 B: 1279 L: 8
2211 B: 1279 L: 7
2211 B: 1279 L: 6
2211 B: 1279 L: 5
N JARVIS AVE
2300 B: 1346 L: 1
2300 B: 1346 L: 2
2319 B: 1346 L: 3
2300 B: 1346 L: 8
2300 B: 1346 L: 7
2319 B: 1346 L: 6

CITY OF LAREDO
SIGNATURE ROUTING FORM

Date: 9-27-22

Re: Neighborhood Empowerment Zone - Address

_____ Ordinance #
2022-R- 166 Resolution #
_____ Motion
_____ Other

Please sign for BUILDING **(DEPARTMENT).** A total of 1 documents need your signature.

RECEIVED
SEP 28 2022
City Manager's Office

_____ This contract does not require Council action.

_____ The bid was accepted by City Council on _____

Pending signature:

_____ Risk Management (if applicable) _____ Date: _____.

_____ Finance Department (if applicable) _____ Date: _____.

_____ Legal Department _____ Date: _____.

✓ City Manager's Office R. Caballero Date: 9.29.22.

✓ City Secretary's Office M. Nava Date: 9/29/22.
* Distribution: Karina Elizondo

Contact Info:

Please return signed document(s) to BUILDING **(DEPARTMENT).** For any questions please contact Roland H Lozano @ rlozano1@ci.laredo.tx.us.

Thank you.

PLEASE EXPEDITE

***Note** Original Contracts, ordinances, motions, and resolutions should be submitted on Blue backs.

One original will be kept by City Secretary. Department will receive remaining copies.

CITY OF LAREDO
BUILDING DEVELOPMENT SERVICES DEPARTMENT
1413 Houston St, Laredo, Texas, 78040 • Phone: 956.794.1625 • Fax: 956.795.2998

Neighborhood Empowerment Zone
Expedited Building Permit Fee Waiver Certification

September 23, 2022

I John Hickle, Building Development Services Director, have reviewed and certify that the application for **2201 Laredo Street** meets all requirements for certification under resolution 2022-R-166 for expedited building permit fee waiver.

FOR

9-26-2022

John Hickle
Building Development Services Director

Date

Approved ☑ Disapproved ☐

Rosario C. Cabello

Rosario C. Cabello, Interim City Manager

9/28/22

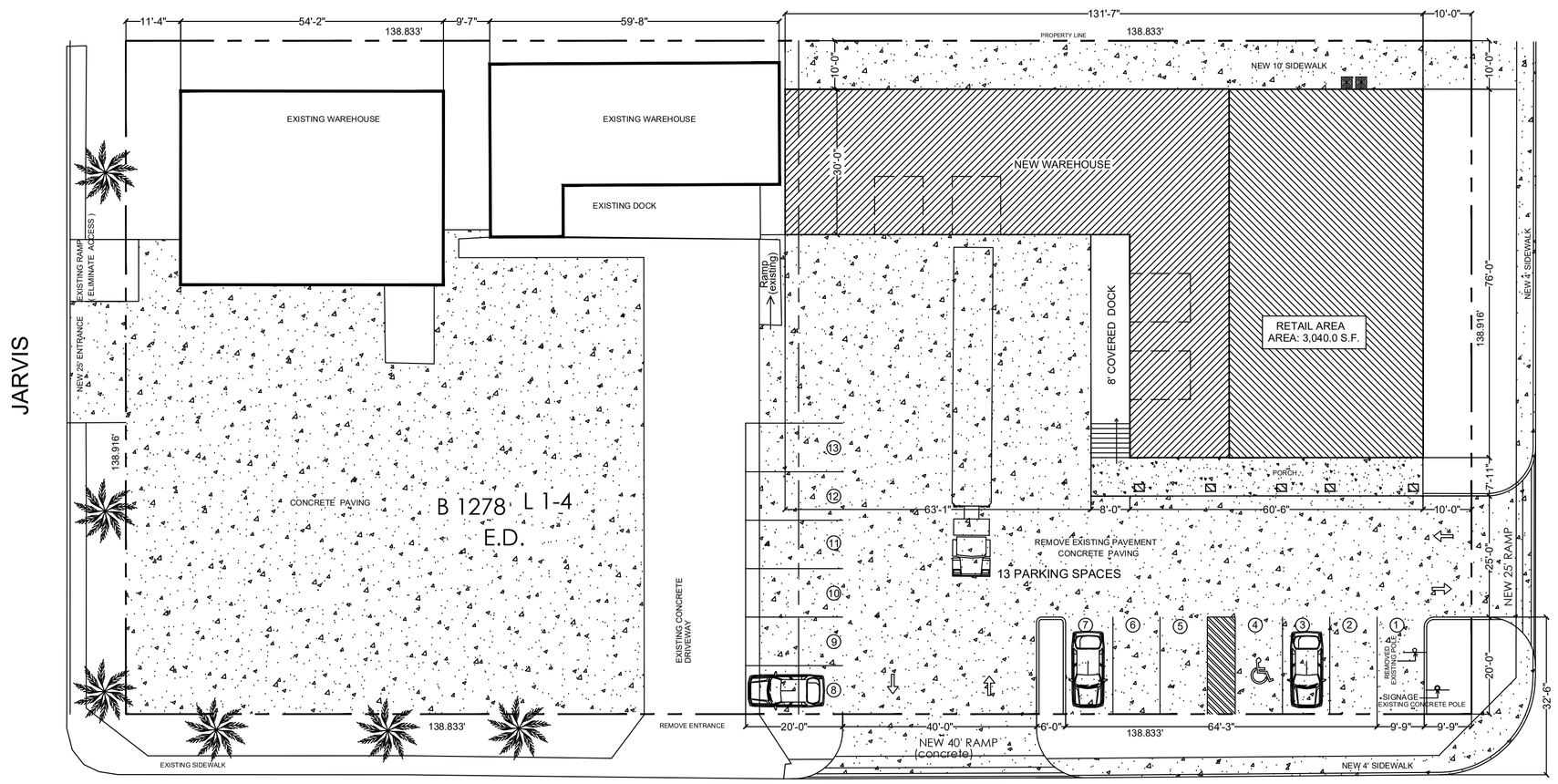
Date

Jose A. Valdez, City Secretary

9/29/22

Date

NORTH



SITE PLAN .- SC: 20' = 1'-0"

GENERAL NOTES :

1.- BEFORE COMMENCING ANY ACTIVITY UNDER OR PERTAINING TO THIS CONTRACT, THE CONTRACTOR SHALL BE:

— OBTAIN ALL BUILDING & CONSTRUCTION PERMITS AS REQUIRED BY THE PERTINENT LOCAL REGULATORY .

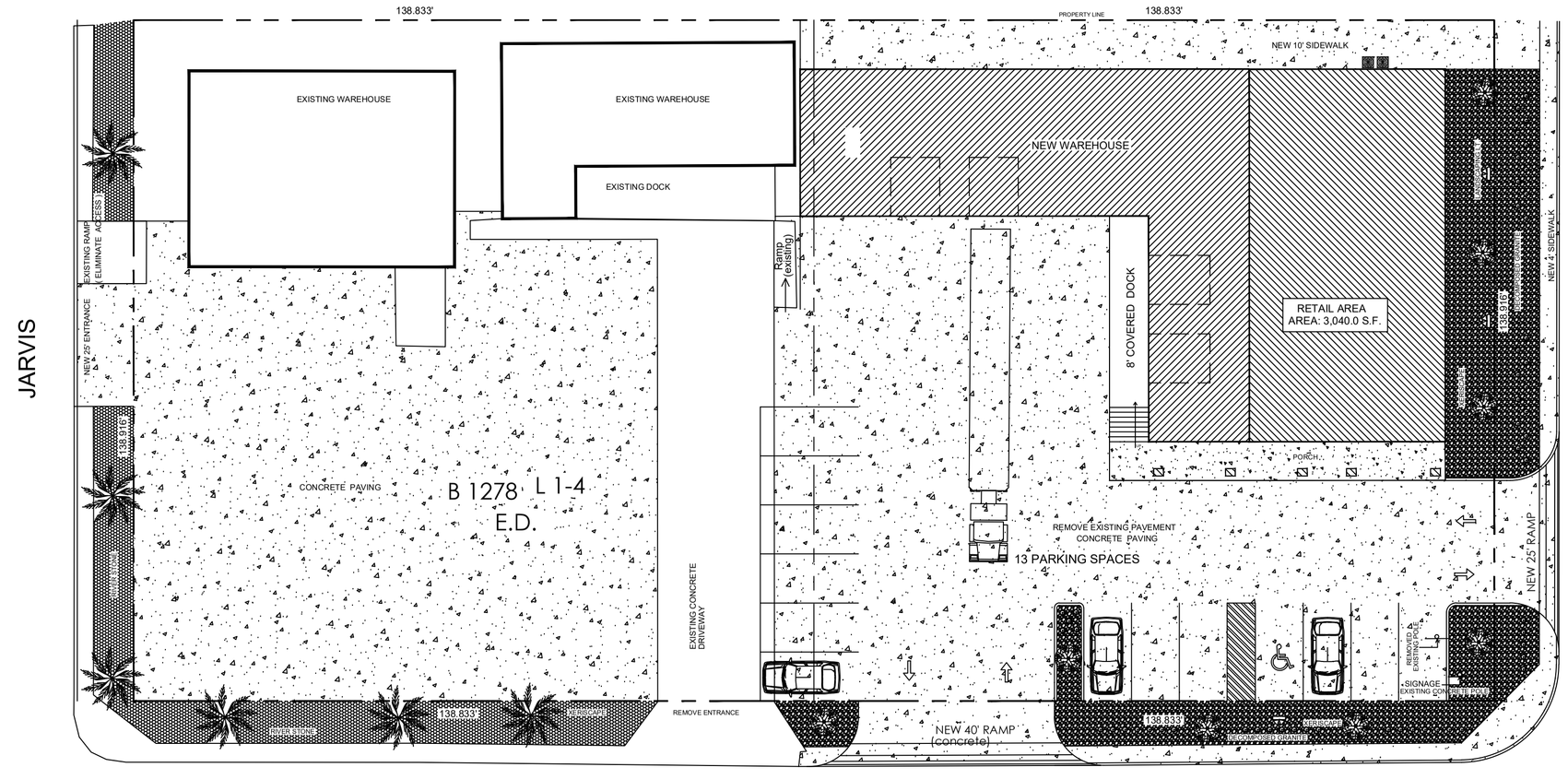
— VERIFY LOCATIONS, PROPERTY LINES, LIMITS OF WORK, EASEMENTS, ELEVATIONS & AFFECTING HIS WORK & PROTECT SAME WHERE NECESSARY.

2.- THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING AND PROPOSED DIMENSIONS,CONDITIONS AND WORK, AND SHALL NOTIFY THE DESIGNER OF ANY DISCREPANCIES BETWEEN THE DRAWINGS AND ACTUAL CONDITIONS BEFORE PROCEDDING WITH THE WORK.

3.- USE DIMENSIONS THAT ARE ON THE DRAWINGS OR ARE PROVIDED BY THE DESIGNER, VERIFY ALL DIMENSIONS BY FIELD MEASUREMENTS.WRITTEN DIMENSIONS ON DRAWINGS TAKE PREFERENCE.

THE LANDSCAPING INFORMATION IS THE RESPONSABILITY OF THE CONTRACTOR, CONTRACTOR SHALL COORDINATE WITH THE OWNER THE TYPE OF SOD, TREES,LANDSCAPING & IRRIGATION REQUIREMENTS.

THE CONTRACTOR SHALL PREPARE AND SUBMIT IRRIGATION SHOP DRAWINGS PREPARED BY A LISCENCE IRRIGATION CONTRACTOR TO THE OWNER AS REQUIRED PER APPLICABLE CODES



LANDSCAPING LEGEND :

	EXISTING PALM TREE
	LEUCOPHYLLUM FRUTESCENS (CENIZO)
	GOLDEN BARREL CACTUS
	LANDSCAPE LIGHT

LANDSCAPE PLAN .- SC: 20' = 1'-0"

LAREDO RANCH

PROJECT

JMG COMMERCIAL (956) 722-4445

3820 CEDAR LAREDO, TX 78041

BUILDER

DRAWINGS

LANDSCAPE PLAN
SITE PLAN

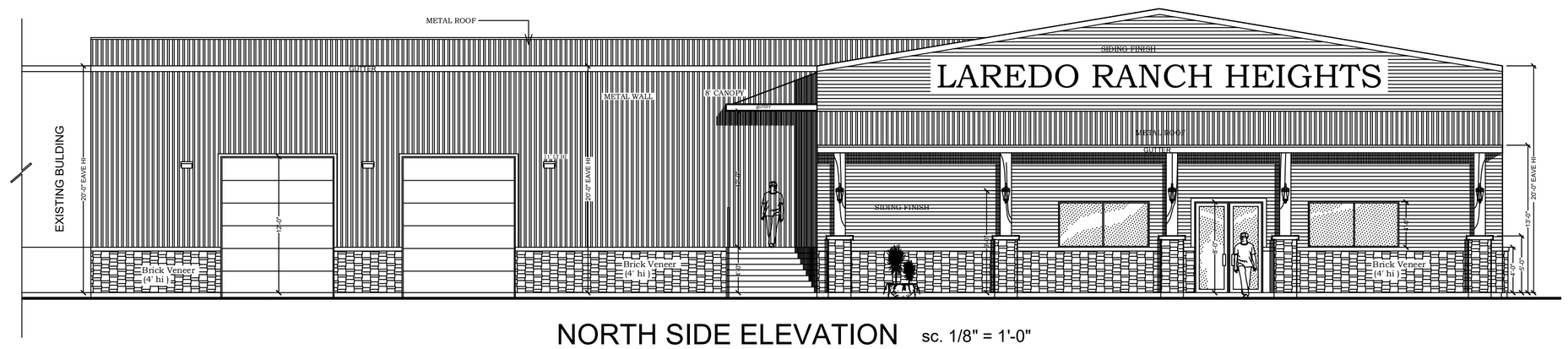
DATE:	DRAW BY:
AUG./19	PEDRO D.

SHEET 1

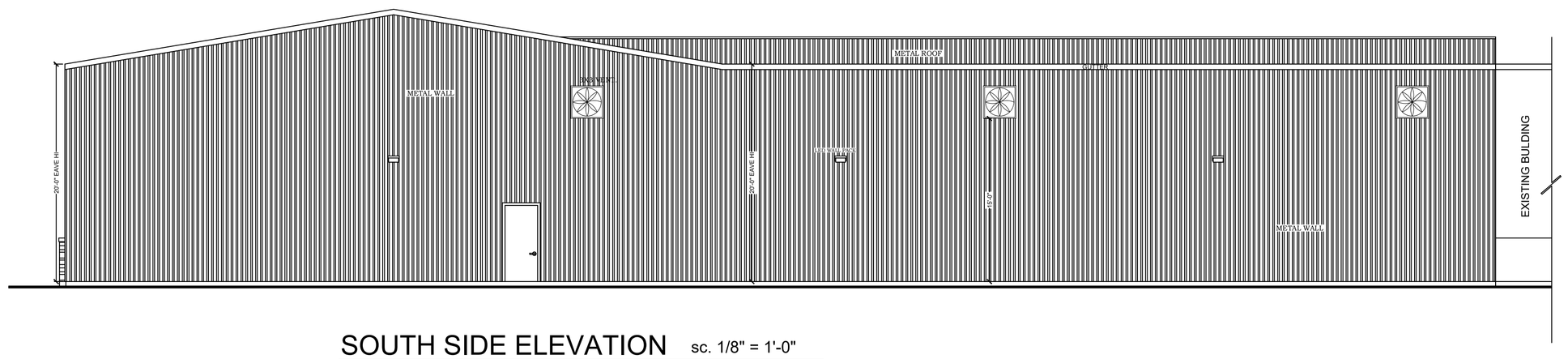
SHEET COUNT 1 OF 1

BLK 1278 LOT 1-4
2201&2215 LAREDO ST
E.D.
LAREDO TEXAS

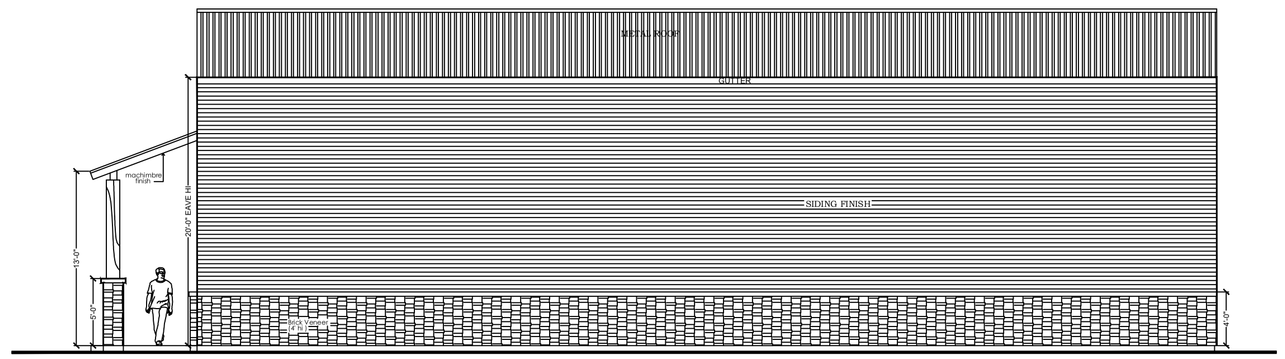
DIAGON L.L.C.
home design
956.235.0811



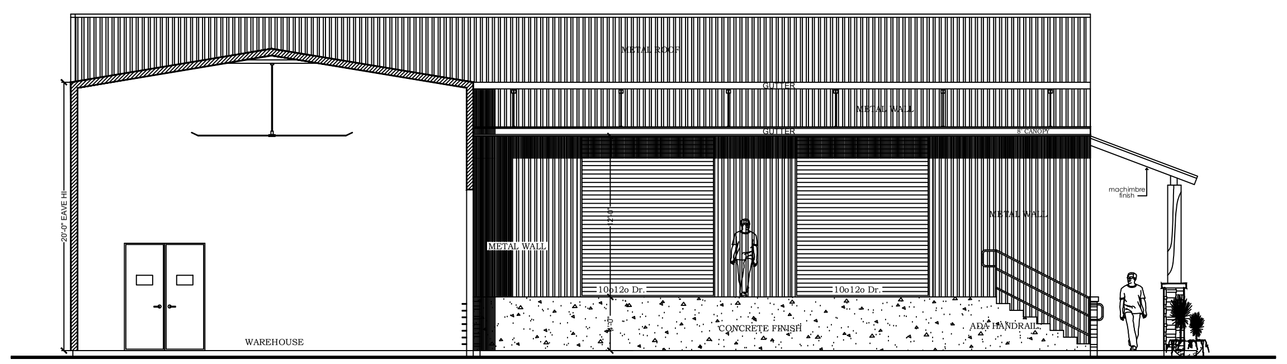
NORTH SIDE ELEVATION sc. 1/8" = 1'-0"



SOUTH SIDE ELEVATION sc. 1/8" = 1'-0"



WEST SIDE ELEVATION sc. 1/8" = 1'-0"



EAST SIDE ELEVATION sc. 1/8" = 1'-0"

LAREDO RANCH

PROJECT

JMG COMMERCIAL (956) 722-4445

3820 CEDAR LAREDO, TX 78041

BUILDER

DRAWINGS

ELEVATIONS

DATE:	DRAW BY:
AUG./19	PEDRO D.

SHEET 5

SHEET COUNT 5 OF 5

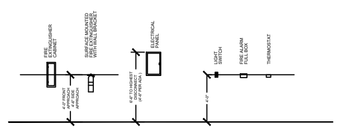
BLK 1278 LOT 1-4
2201&2215 LAREDO ST
E.D.
LAREDO TEXAS

DIAGON L.L.C.
home design
956.235.0811

ELECTRICAL SIMBOLS

	SWITCH
3	THREE WAY SWITCH
	110 DUPLEX OUTLET
WP	WEATHER PROOF DUPLEX OUTLET
GFI	DUPLEX OUTLET W/GROUND FAN LT, INT,
220 V	220 VOLT DUPLEX OUTLET
TV	TELEVISION CABLE OUTLET
PHONE	TELEPHONE CABLE
	SURFACE MOUNT CEILING FIXTURE
	VENT/LIGHT CEILING FIXTURE
	RECESSED CEILING FIXTURE
	WALL MOUNT LIGHT FIXTURE
	2X4 FLOURESCENT LIGHT FIXTURE
	FAN/LIGHT COMBINATION
	EMERGENCY LIGHT
SD	SMOKE DETECTOR
	CHIME
	PUSH BUTTON DOOR BELL

FIRE EXTINGUISHER KEY/NOTES



FIRE EXTINGUISHER KEY

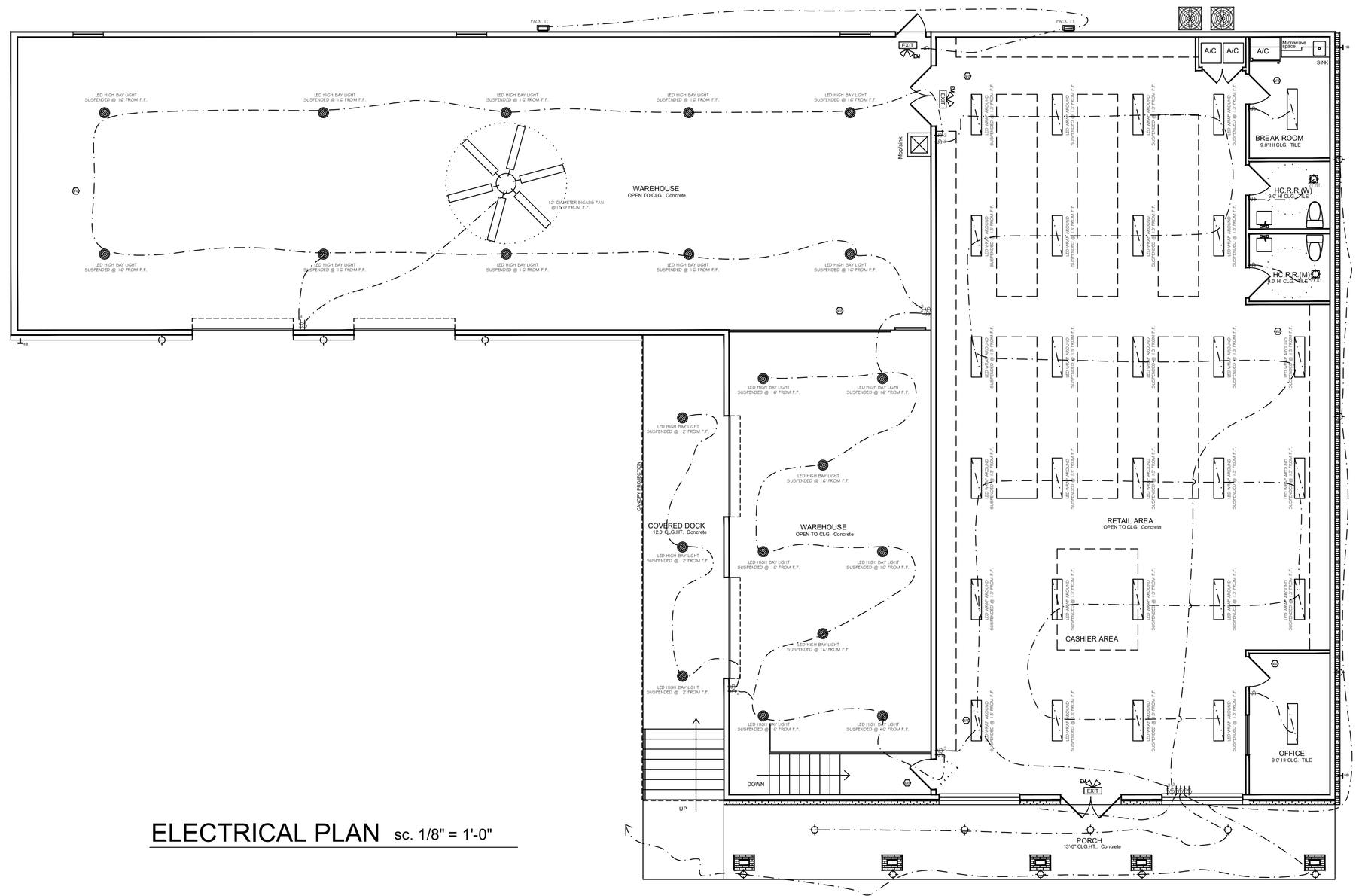
F.E.C. = FIRE EXTINGUISHER CABINET
S.R. = SEMI - RECESSED
F.R. = FULLY RECESSED
S.M. = SURFACE MOUNTED WITH BRACKET

NOTES:

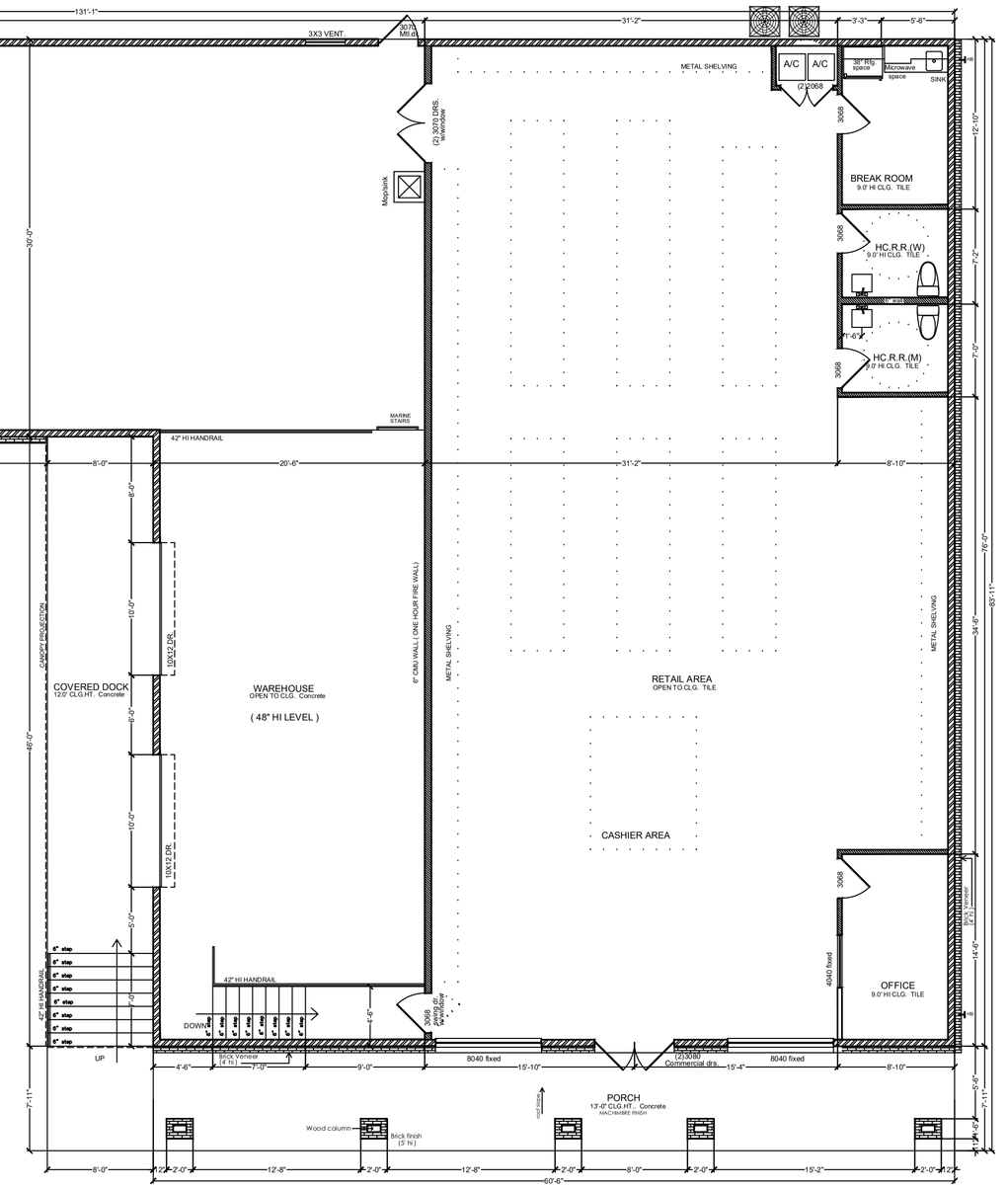
1.- EXTINGUISHERS ARE ASSUMED TO BE TYPE "ABC" EXCEPT AS OTHERWISE NOTED ON THE PLANS. VERIFY ACTUAL FIRE EXTINGUISHER QUANTITIES, TYPES AND LOCATIONS WITH THE FIRE MARSHALL PRIOR TO ORDERING AND INSTALING.
2.- CABINETS TO BE J.L INDUSTRIES 'AMBASSADOR' SERIES WITH TRIM RING FOR SEMI-RECESSED CONDITION STEEL CONSTRUCTION WITH MANUFACTURES PRIME COAT. SIZE CABINET PER EXTINGUISHER REQUIREMENTS. FIELD FINISH TO MATCH ADJACENT WALL.
3.- MOUNT EXTINGUISHER CABINETS AT 54" A.F.F. TO TOP OF CABINET. MOUNT BRACKET TYPE TO 48" A.F.F. TO LEVER.

KEYED LIGHTING NOTES:

1. ALL EXIT LIGHTS, EMERGENCY BATTERY UNITS AND NIGHT LIGHTS TO BE CONNECTED TO AREA NORMAL LIGHTING CIRCUIT AHEAD OF LOCAL AND AUTOMATIC LIGHTING CONTROL.



ELECTRICAL PLAN sc. 1/8" = 1'-0"



FLOOR PLAN sc. 1/8" = 1'-0"

- 6" C.M.U. WALL (I HR. RATED WALL)
- 2X6 METAL STRUCTURE
- 2X4 WOOD STUD
- BRICK FINISH (EXTERIOR WALL)

AREAS :

RETAIL SPACE :	3,040.0 SQ.FT.
WAREHOUSE :	3,677.0 SQ.FT.
COV DOCK :	368.0 SQ.FT.
PORCH :	484.0 SQ.FT.

BLK 1278 LOT 1-4
2201&2215 LAREDO ST
E.D.
LAREDO TEXAS

PROJECT

LAREDO RANCH

JMG COMMERCIAL

(956) 722-4445

3820 CEDAR LAREDO, TX 78041

BUILDER

DRAWINGS

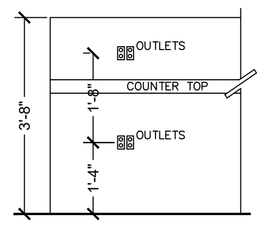
FLOOR PLAN
ELECTRICAL PLAN

DATE:	DRAW BY:
AUG./19	PEDRO D.

SHEET 2

SHEET COUNT 2 OF 5

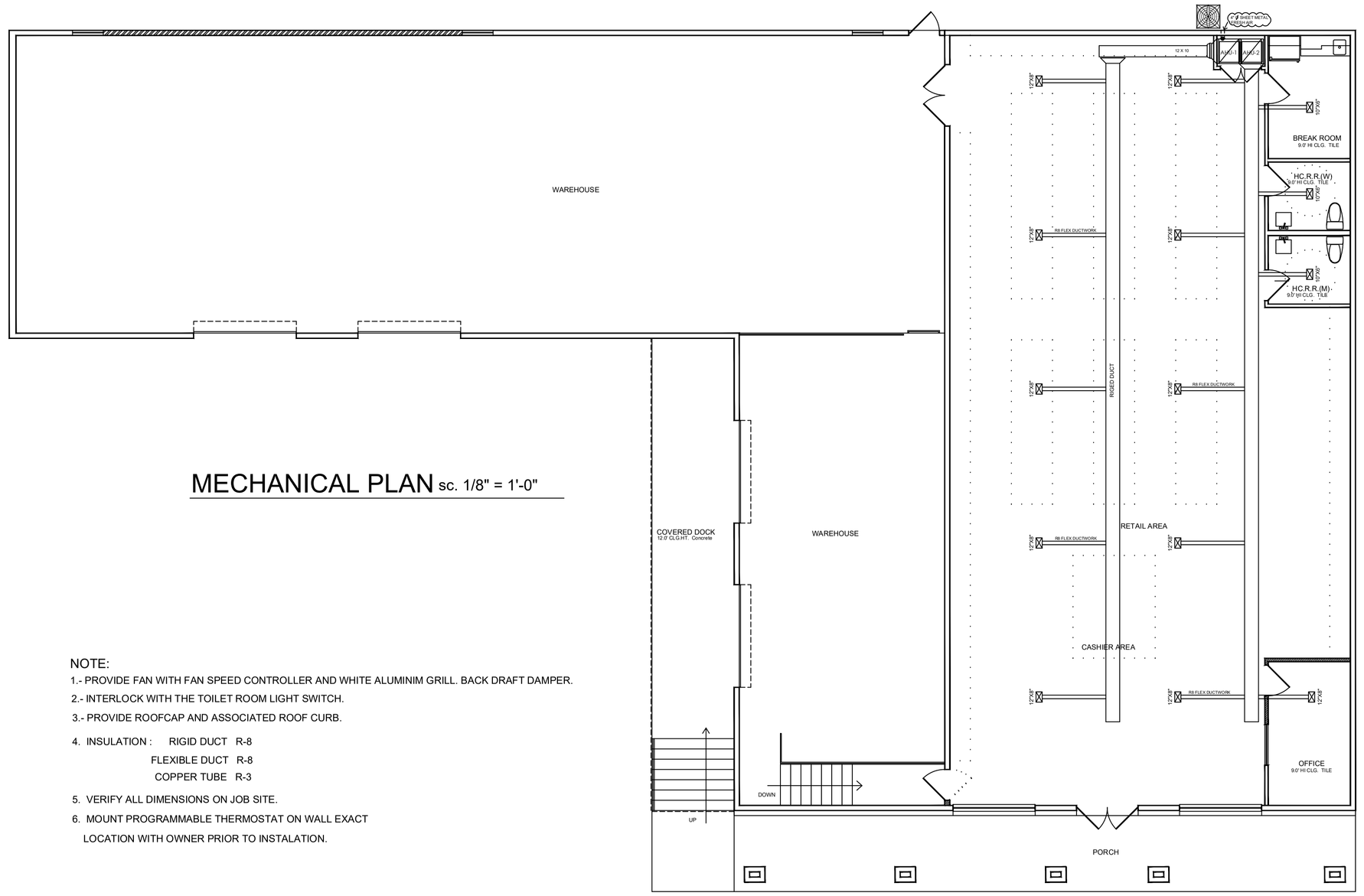
DIAGON L.L.C.
home design
956.235.0811



OUTLETS DETAIL (WORK STATIONS)

NOTES :

1. THIS DRAWING FOR LIGHT FIXTURE, POWER & TELEPHONE LOCATIONS ONLY. CONTRACTOR TO PROVIDE DESIGN/ BUILD ELEC. ENGINEERING, CIRCUITRY & SWITCHING.
2. WORK TO BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE CODES & REGULATIONS.
3. CONTRACTOR SHALL INSTALL ALL REQ'D. EXIT & EMERGENCY LIGHTS AS REQ'D. BY ALL APPLICABLE CODES & REGULATIONS.
4. CONTRACTOR TO COORDINATE & PROVIDE INSTALLATION OF PLYWOOD PANEL AS REQ'D. TELEPHONE EQUIPMENT PAINT TO MATCH WALL PAINT AND FINISH.
5. CONTRACTOR TO PROVIDE DESIGN/BUILD HAVC. COORDINATE THE LOCATION OF SUPPLY & RETURN AIR GRILLES WITH LIGHTING LAYOUT.
6. POWER & TELEPHONE OUTLETS TO BE MOUNTED 18" A.F.F. TO CENTER OF OUTLETS UNLESS OTHER WISE NOTED.
7. CONTRACTOR TO PROVIDE SMOKE DETECTORS AS REQ'D. TO MEET ALL CODES & REGULATIONS.
8. ALL SWITCHES TO BE LOCATED 48" A.F.F. TO TOP OF SWITCH PLATE & SPACED 6" FROM OUTSIDE EDGE OF DOOR FRAME,WALL CORNER, WALL EDGE, ETC.



MECHANICAL PLAN sc. 1/8" = 1'-0"

NOTE:

1.- PROVIDE FAN WITH FAN SPEED CONTROLLER AND WHITE ALUMINIM GRILL. BACK DRAFT DAMPER.

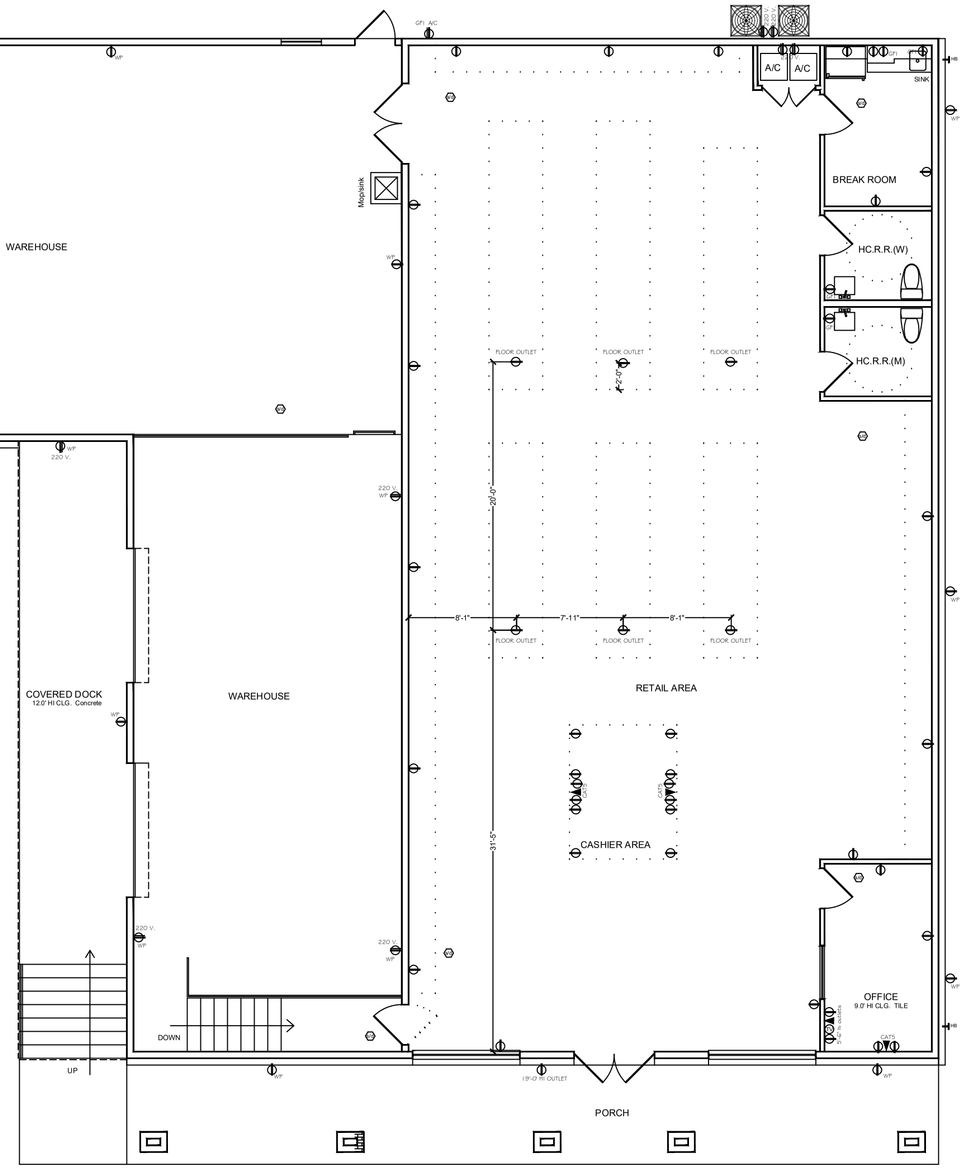
2.- INTERLOCK WITH THE TOILET ROOM LIGHT SWITCH.

3.- PROVIDE ROOFCAP AND ASSOCIATED ROOF CURB.

4. INSULATION : RIGID DUCT R-8
FLEXIBLE DUCT R-8
COPPER TUBE R-3

5. VERIFY ALL DIMENSIONS ON JOB SITE.

6. MOUNT PROGRAMMABLE THERMOSTAT ON WALL EXACT LOCATION WITH OWNER PRIOR TO INSTALATION.



POWER PLAN sc. 1/8" = 1'-0"

LAREDO RANCH

PROJECT

JMG COMMERCIAL (956) 722-4445

3820 CEDAR LAREDO, TX 78041

BUILDER

DRAWINGS

POWER PLAN
MECHANICAL PLAN

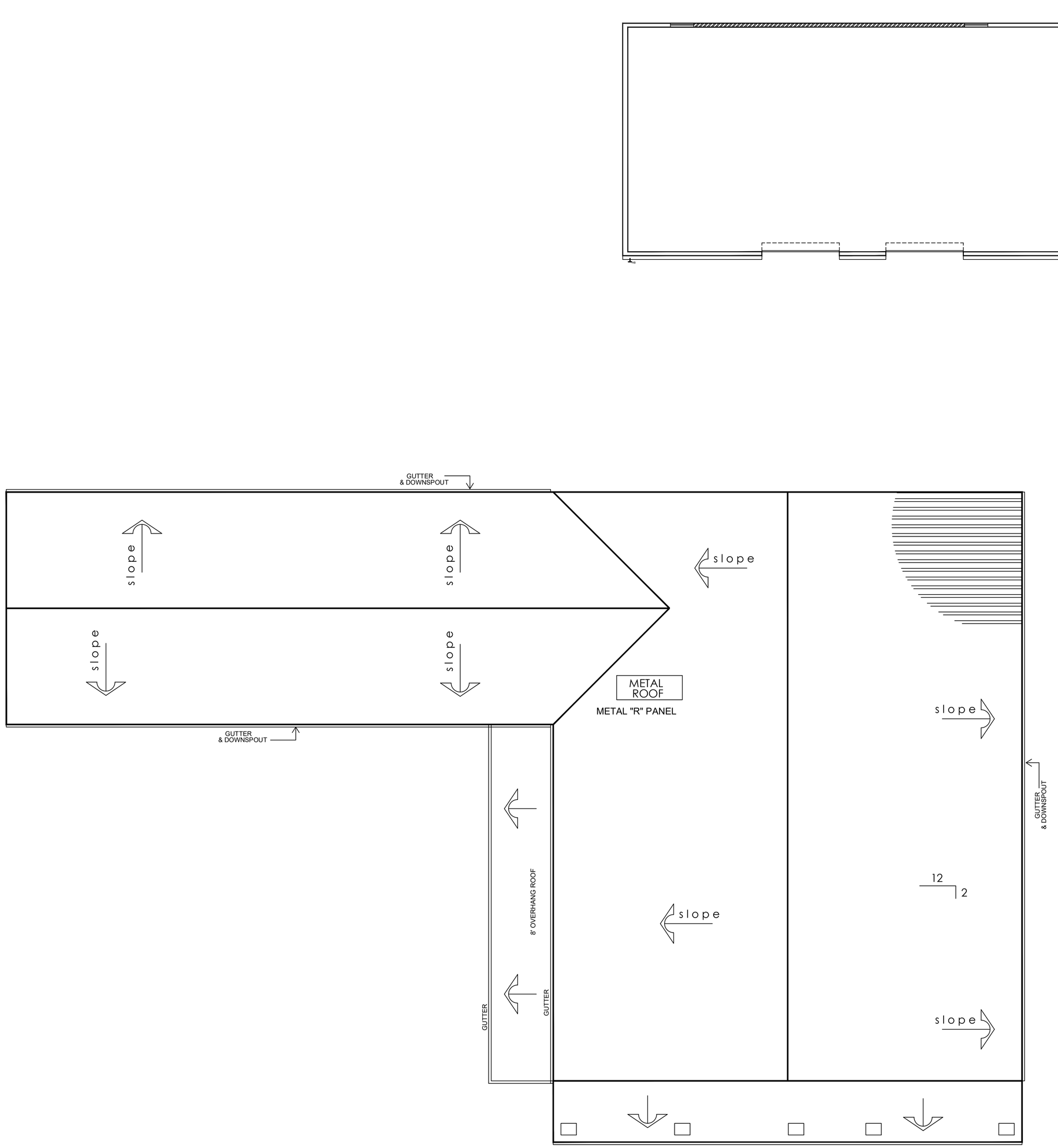
DATE:	DRAW BY:
AUG./19	PEDRO D.

SHEET 3

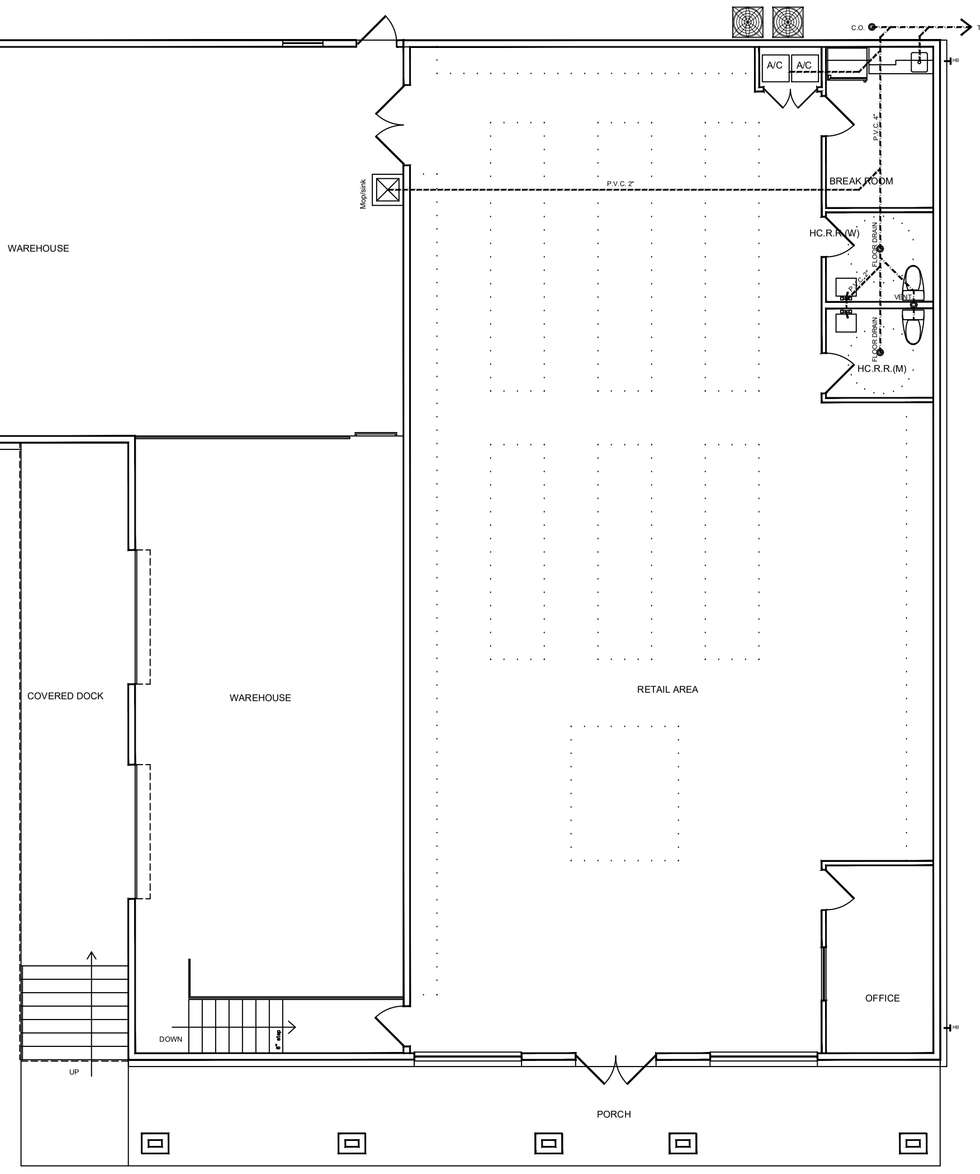
SHEET COUNT 3 OF 5

BLK 1278 LOT 1-4
2201&2215 LAREDO ST
E.D.
LAREDO TEXAS

DIAGON L.L.C.
home design
956.235.0811



ROOF PLAN sc. 1/8" = 1'-0"



PLUMBING PLAN sc. 1/8" = 1'-0"

LAREDO RANCH

PROJECT

JMG COMMERCIAL (956) 722-4445

3820 CEDAR LAREDO, TX 78041

BUILDER

DRAWINGS

PLUMBING PLAN
ROOF PLAN

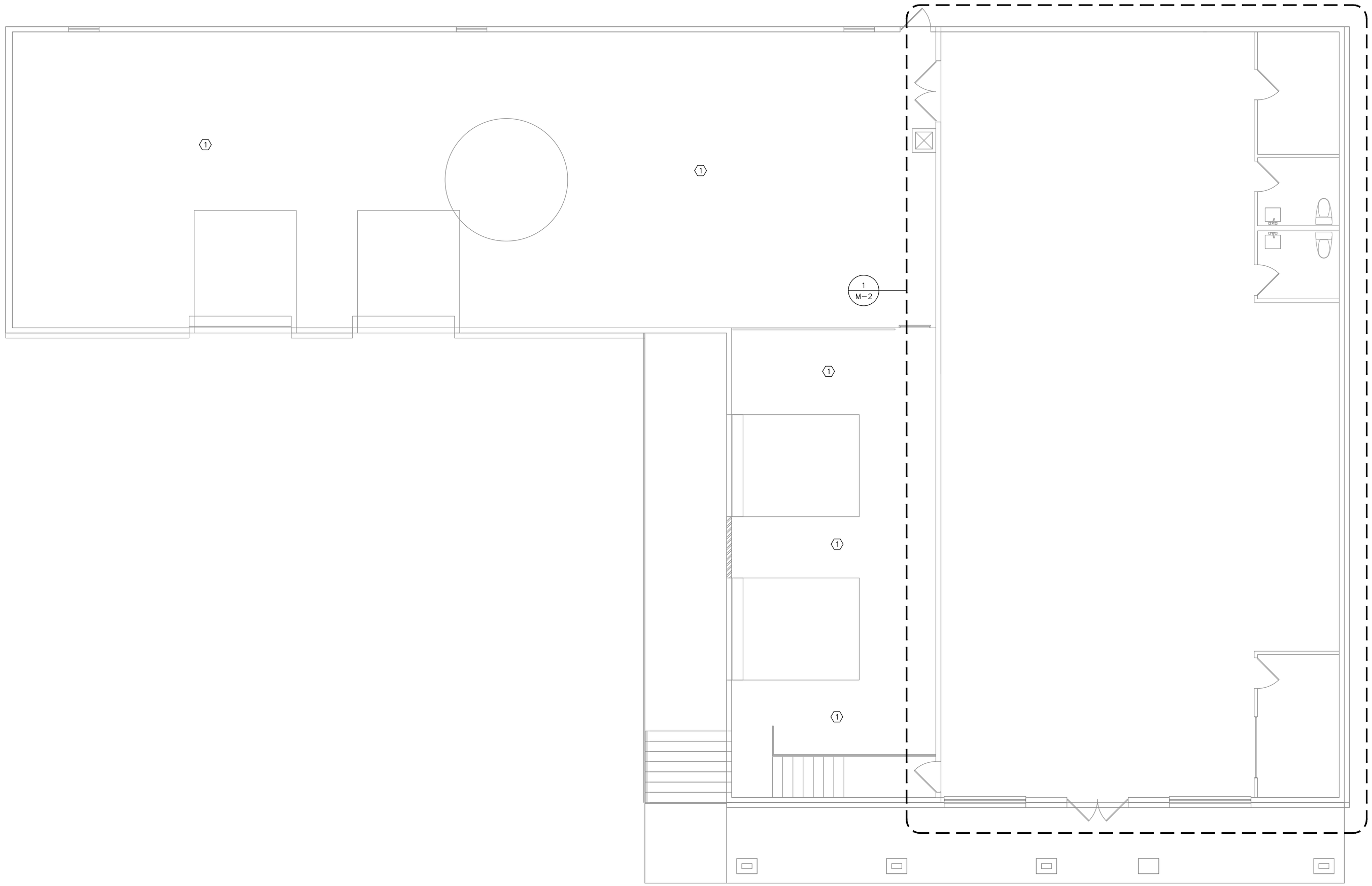
DATE:	DRAW BY:
AUG./19	PEDRO D.

SHEET 4

SHEET COUNT 4 OF 5

BLK 1278 LOT 1-4
2201&2215 LAREDO ST
E.D.
LAREDO TEXAS

DIAGON LLC
home design
956.235.0811



1 / M-1 MECHANICAL PLAN - OVERALL FLOOR PLAN

SCALE: 3/16" = 1'-0"

NOTES BY SYMBOL
(1) NO WORK IN THIS AREA.

MECHANICAL LEGEND

TYPE — 6"ø (NECK SIZE) / S 75 (CFM)	DIFFUSER TAG
	SUPPLY AIR DIFFUSER
	FLEX DUCT
	AIR FLOW
T	THERMOSTAT
	ELBOW DOWN
	ELBOW UP
	VOLUME DAMPER
	EXHAUST FAN
SD	SMOKE DUCT DETECTOR

LEC
LOZANO ENGINEERING & CONSULTING
P.O. BOX 450607
LAREDO, TEXAS 78045
TEL: (956) 285-7684
FIRM # 9677

STATE OF TEXAS
JORGE L. LOZANO
77850
REGISTERED
TRANSMISSION ENGINEER

10/11/2019

LAREDO RANCH
BLK 1278 LOT 1-4
2201 & 2215 LAREDO ST
LAREDO, TX

REVISIONS

REV.	DESCRIPTION	DATE

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The Professional Engineers seal affixed to this sheet applies only to the material and items shown on this sheet. All drawings, instruments or other documents not exhibiting this seal shall not be considered prepared by this Engineer, and this Engineer expressly disclaims any and all responsibility for such plan, drawings or documents not exhibiting this seal.

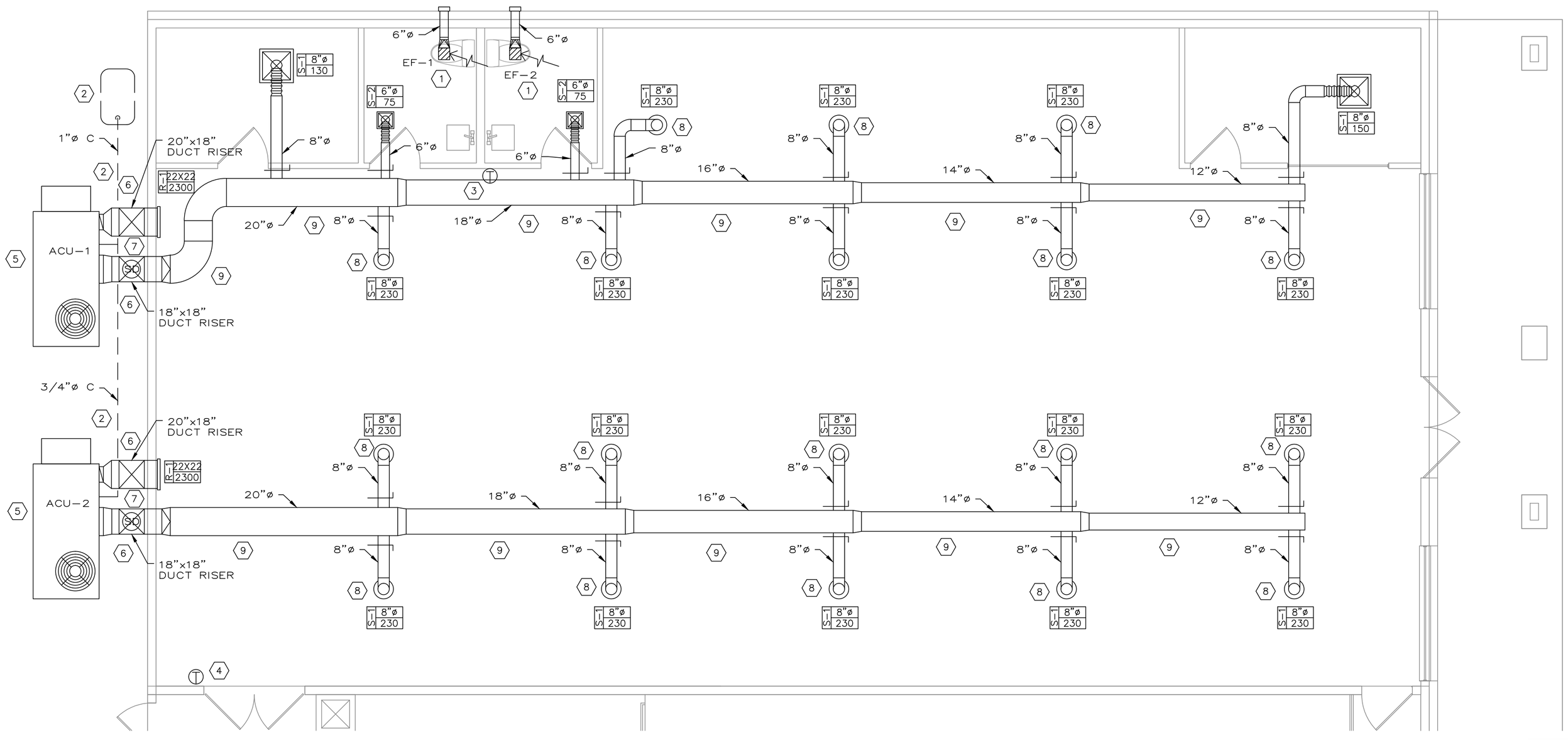
PROJ. NO.	-
DATE:	OCTOBER 11, 2019
SCALE:	SEE PLAN

SHEET NAME:

MECHANICAL PLAN

SHEET NUMBER:

M-1



MECHANICAL PLAN - roof

1 / M-2

SCALE: 3/16" = 1'-0"

NOTES BY SYMBOL "(X)"

1. 6"ø TOILET EXHAUST TO BE SIDE DISCHARGE. INSTALL WITH RAIN HOOD W/INSECT SCREEN. EXHAUST FAN TO BE INTERLOCKED TO LIGHT SWITCH.
2. CONDENSATE DRAIN TO TERMINATE FRENCH DRAIN. ROUTE CONDENSATE DRAIN ON 4" STANDS TO FRENCH DRAIN.
3. 7-DAY PROGRAMMABLE THERMOSTAT FOR ACU-1.
4. 7-DAY PROGRAMMABLE THERMOSTAT FOR ACU-1.
5. AIRCONDITING UNIT TO BE INSTALLED ON 12" EQUIPMENT STAND ON 4" CONCRETE PADS.
6. SUPPLY AND RETURN DUCT TO BE ROUTED UP THE SIDE OF THE BUILDING TO PENETRATE IN CEILING SPACE. COORDINATE WITH INSTALLED DUCT HEIGHT INSIDE. DUCT WORK TO BE INSULATED WITH 2" RIGID DUCT INSULATION AND WRAPPED IN ALUMINUM JACKETING.
7. PROVIDE SMOKE DUCT DETECTOR IN SUPPLY AIR DUCT. COORDINATE WITH OWNER/ARCHITECT FOR INSTALLATION OF REMOTE TEST STATION.
8. INSTALL DIFFUSER AT 13' ABOVE FINISHED FLOOR.
9. INSTALL DUCTWORK AS HIGH AS POSSIBLE TO STRUCTURE. COORDINATE WITH BUILDING STRUCTURE AND ARCHITECT/OWNER.

LEC
LOZANO ENGINEERING & CONSULTING
P.O. BOX 450607
LAREDO, TEXAS 78045
TEL: (956) 285-7684
FIRM # 9677

STATE OF TEXAS
JORGE L. LOZANO
77850
REGISTERED
PROFESSIONAL ENGINEER

10/11/2019

LAREDO RANCH
BLK 1278 LOT 1-4
2201 & 2215 LAREDO ST
LAREDO, TX

REVISIONS

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SHEET NAME:

MECHANICAL ROOF PLAN

SHEET NUMBER:

M-2

HEAT PUMP PACKAGE UNIT SCHEDULE W/ELECTRIC HEAT STRIP

MARK	NOM TONS	SUPPLY FAN				COOLING							HEAT PUMP HEATING		HEAT	ELECTRICAL			WEIGHT	LENNOX EQUIPMENT
		S/A CFM	O/A CFM	ESP IWC	HP	TOTAL MBH	SENSIBLE MBH	CAP STAGE	EER/SEER	EDB	EWB	AMB	BTUH @ 47° F	COP @ 47° F	HTG KW	VOLT PH	MCA AMPS	MOCP AMPS	RTU LBS	RTU
RTU1	6.0	2300	600	0.5	2.0	63442	45464	2	11.0	78	67	102	42805	3.30	15	208/3	72	80	912	KHB074S4T
RTU2	6.0	2300	600	0.5	2.0	63442	45464	2	11.0	78	67	102	42805	3.30	15	208/3	72	80	912	KHB074S4T

DIFFUSER, REGISTER & GRILLE SCHEDULE

MARK	DESCRIPTION	CFM	FACE SIZE	MANUFACTURER & MODEL	REMARKS, NOTES #n
S-1	ROUND CEILING DIFFUSER, 8" NK	70-235	12"	HART & COOLEY REZZIN DIFF.	ROUND, DUCT MOUNT WITH O.B.
S-2	SQ. 4-WAY, 6",8",10" & 12" NK	80-700	24"X24"	HART & COOLEY FPD3 24X24	LAY-IN, STEEL WITH O.B.
R-1	GRID CORE GRILLE (18X18, 12X12 NK)	1500-2500	22"X22"	HART & COOLEY RE5T	DUCT/PLENUM MOUNT

EXHAUST FAN SCHEDULE

MARK	TYPE	CFM	ESP	MOTOR HP	RPM	SONES	VOLT/PH	WATTS	LOCATION	WEIGHT	MANUFACTURER & MODEL
EF1	EXHAUST	100	0.15	–	950	0.6	115/1	17	CEILING	17	GREENHECK SP-A110 (OR EQUAL)
EF2	EXHAUST	100	0.15	–	950	0.6	115/1	17	CEILING	17	GREENHECK SP-A110 (OR EQUAL)

DESIGN IN COMPLIANCE WITH:

1. BUILDING CODE 2017
2. ENERGY CODE 2015
3. INTERNATIONAL PLUMBING CODE 2012
4. INTERNATIONAL MECHANICAL CODE 2012

MECHANICAL SPECIFICATIONS:

GENERAL CONDITIONS:

A. THE REQUIREMENTS AS SET FORTH UNDER GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND GENERAL REQUIREMENTS ARE A PART OF THIS CONTRACT. IF NO GENERAL SPECIFICATIONS ARE INCLUDED, THE AIA STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR, LATEST EDITION, SHALL DICTATE GENERAL CONDITIONS.

B. BIDS SHALL BE BASED ON A COMPLETE/FULL SET OF DRAWINGS.

C. CONTRACTOR MUST READ THE ENTIRE SPECIFICATIONS AND DRAWINGS COVERING OTHER BRANCHES OF WORK. HE IS RESPONSIBLE FOR COORDINATION OF HIS WORK WITH WORK PERFORMED BY OTHER TRADES.

SCOPE OF WORK:

A. FURNISH ALL LABOR, MATERIALS, TESTING, EQUIPMENT, INCIDENTALS AND TOOLS TO PERFORM MECHANICAL WORK SHOWN, NOTED OR SCHEDULED FOR A COMPLETE AND FINISHED INSTALLATION. MATERIALS, PRODUCTS AND EQUIPMENT SHALL BE NEW, UNLESS SPECIFICALLY DESIGNATED FOR REUSE OR RELOCATION, UNLESS DIRECTED OTHERWISE BY THE OWNER OR ARCHITECT.

B. THE WORK IS TO BE IN ACCORDANCE WITH THE LATEST EDITION ALL APPLICABLE FEDERAL, STATE AND LOCAL CODES.

C. INCLUDE ANY LABOR AND MATERIALS NOT SPECIFICALLY MENTIONED, BUT NECESSARY TO PROVIDE A COMPLETE AND FULLY OPERATIVE MECHANICAL SYSTEMS.

PERMITS & FEES:

A. SECURE AND PAY FOR ALL REQUIRED PERMITS, FEES, ASSESSMENTS AND INSPECTION CERTIFICATES THAT RELATE TO THE MECHANICAL CONTRACT.

B. FURNISH APPROVED CERTIFICATE OF FINAL INSPECTION, AND TURN OVER TO OWNER AT COMPLETION OF PROJECT.

DRAWINGS:

A. THE MECHANICAL PLANS AND DETAILS ARE DIAGRAMMATIC, NOT SHOWING EVERY ITEM IN EXACT LOCATION OR DETAIL. MEASUREMENTS AND LOCATIONS MUST BE FIELD VERIFIED AND COORDINATED WITH EXISTING FIELD CONDITIONS AND ALL NEW WORK OF OTHER TRADES. PROVIDE FITTINGS, OFFSETS, ETC. AS NECESSARY TO PROVIDE A COMPLETE SYSTEM.

SHOP DRAWINGS:

A. SUBMIT PDF COPIES VIA EMAIL OF MATERIAL LISTS AND SHOP DRAWINGS FOR MAJOR EQUIPMENT TO THE OWNER'S CONSTRUCTION MANAGER FOR APPROVAL PRIOR TO ORDERING EQUIPMENT. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS EARLY ENOUGH IN PROJECT TO ALLOW AMPLE TIME FOR OWNER'S REVIEW WITHOUT CAUSING TIME DELAYS OR CONFLICTS IN THE JOB PROGRESS. SUBMITTALS SHALL BE IN ACCORDANCE WITH GENERAL CONDITIONS AND THE MANUFACTURERS LISTED ON THE DRAWINGS AND SHALL BEAR THE STAMP OF THE CONTRACTOR SHOWING THAT HE HAS REVIEWED AND APPROVED THEM AND THAT THEY ARE IN CONFORMANCE WITH THE CONTRACT DRAWINGS. LACK OF SUCH CONTRACTOR'S APPROVAL WILL BE CAUSE FOR REJECTION WITHOUT REVIEW BY THE OWNER. SUBMIT SHOP DRAWINGS FOR ALL SCHEDULED EQUIPMENT. SUBMITTED SHOP DRAWINGS SHALL USE THE SAME MARK I.D. NUMBERS AS SHOWN IN THE PLANS AND SCHEDULES.

B. MANUFACTURERS LISTED ON THE DRAWINGS WERE USED AS THE BASIS OF DESIGN. THE CONTRACTOR MAY, WITH THE ENGINEERS APPROVAL, PROVIDE AN EQUAL MANUFACTURED PRODUCT. THE CONTRACTOR IS ENTIRELY RESPONSIBLE FOR ANY AND ALL COSTS REQUIRED TO ALTER THE SYSTEM DESIGN, WHETHER IDENTIFIED OR NOT IDENTIFIED BY THE ENGINEER OR ARCHITECT, SHOULD AN EQUAL MANUFACTURER BE SUPPLIED.

PIPE HANGERS AND SUPPORTS:

A. PROVIDE ADJUSTABLE CLEVIS HANGERS SUPPORTED BY ALL-THREAD ATTACHED TO BUILDING STRUCTURE. SUPPORT HANGERS AND SUPPORT SPACING SHALL BE PER MSS SP-69, AND PER STATE AND LOCAL CODES.

B. DO NOT USE WOOD BLOCKS FOR PIPE SUPPORT ON ROOF. USE COMMERCIAL SUPPORTS THAT ARE COMPATIBLE WITH THE ROOFING SYSTEM AND PIPING SYSTEM IN USE.

MECHANICAL INSULATION:

A. INSULATE SUPPLY AND RETURN DUCTWORK WITH 1-1/2" THICK. 0.75 LB. DENSITY BLANKET TYPE, ASTM C553, TYPE 1, CLASS B-2 FIBERGLASS INSULATION. INSTALL IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS TO PROVIDE A VAPOR-PROOF INSTALLATION. INTERNALLY INSULATE THE FIRST 15 FEET OF SUPPLY AND RETURN DUCT AT HVAC UNIT WITH 1" DUCT LINER (WITH ANTI-MICROBIAL COATING) FOR SOUND ATTENUATION.

B. INSULATE PIPING WITH CLOSED CELL ELASTOMERIC TUBING INSULATION, ASTMC534 TYPE 1 WITH FLAME SPREAD LESS THAN 25 AND SMOKE DEVELOPMENT LESS THAN 50. REFRIGERATION SUCTION PIPING INSULATION TO BE 1/2". INSTALL IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.

REFRIGERANT PIPING:

A. USE TYPE 'K' (MIN.) COPPER TUBE: DEHYDRATED REFRIGERANT TUBING, DUCTILE AND FLEXIBLE, CHEMICALLY DRY AND CLEAN WITH SEALED ENDS.

B. LEAK TEST UNDER VACUUM.

HVAC EQUIPMENT:

A. FURNISH AND INSTALL EQUIPMENT AS SHOWN ON THE DRAWINGS. FURNISH AND INSTALL DUCT SMOKE DETECTORS FOR ALL HVAC UNITS OVER 2,000 CFM AND PER STATE AND LOCAL CODES. PIPE CONDENSATE TO NEAREST APPROVED DISCHARGE POINT, WITH APPROPRIATE SIZED TRAP, AND 3/4" TYPE 'K' COPPER PIPING (MIN.).

B. GAS-FIRED APPLIANCES: PROVIDE FLUE PIPING PER APPLICABLE CODES. INSURE THAT THE COMBUSTION AIR FOR GAS-FIRED APPLIANCES IS IN ACCORDANCE WITH APPLICABLE CODES.

CONDENSATE DRAINAGE PIPING:

B. COPPER TUBE: TYPE L SEAMLESS RIGID, ASTM B88 WITH ASME B16.22-2001 WROUGHT COPPER FITTINGS. SOLDER TO BE ASTM B32 LEAD-FREE ALLOYS WITH WATER-FLUSHABLE FLUX.

C. SCH. 40 PVC MAY BE USED IN INDOOR SPACES.

D. AUXILIARY DRAIN PAN – DISCHARGE FROM AN AUXILIARY DRAIN PAN SHALL TERMINATE IN A CONSPICUOUSLY PLACE. IN LIEU OF AN AUXILIARY DRAIN THE AUXILIARY DRAIN PAN MAY BE INSTALLED WITH A WATER LEVEL DETECTOR CONFORMING TO UL 508 AND SHALL SHUT OFF THE EQUIPMENT SERVED.

E. UNITS WITH NO AUXILIARY DRAIN PAN – FOR UNITS WHERE AN AUXILIARY DRAIN PAN CANNOT BE INSTALLED THE MAIN CONDENSATE DRAIN PAN SHALL HAVE A WATER LEVEL DETECTOR CONFORMING TO UL 508 AND SHALL SHUT OFF THE EQUIPMENT SERVED.

F. WHERE CONDENSATE DRAINS ARE INSTALLED ON A ROOF – PIPING SHALL BE COPPER TUBE AND SUPPORTED A MINIMUM OF 8' ON CENTER. SUPPORTS SHALL BE COMMERCIALLY FACTORY MADE SUPPORTS WITH ADJUSTABLE VERTICAL SADDLES AND SUPPORTS SHALL BE ATTACHED TO THE ROOF BY AN APPROVED METHOD. SUPPORTS EQUAL TO MAPA PRODUCTS MS-1 SERIES ARE ACCEPTABLE.

DUCTWORK:

A. GALVANIZED SHEET STEEL: LOCK-FORMING QUALITY; COMPLYING WITH ASTM A 653/A 653M AND HAVING G90 COATING DESIGNATION. USE 'DUCTMATE' TYPE FLANGED CONNECTIONS, UNLESS NOTED OTHERWISE. ALL DUCT DIMENSIONS ARE INSIDE CLEAR DIMENSIONS.

B. COMPLY WITH SMACNA'S "HVAC DUCT CONSTRUCTION STANDARDS--METAL AND FLEXIBLE" FOR ACCEPTABLE MATERIALS, MATERIAL THICKNESSES, AND DUCT CONSTRUCTION METHODS, UNLESS OTHERWISE INDICATED. SHEET METAL MATERIALS SHALL BE FREE OF PITTING, SEAM MARKS, ROLLER MARKS, STAINS, DISCOLORATIONS, AND OTHER IMPERFECTIONS.

C. FLEXIBLE DUCT MAY BE USED FOR FINAL CONNECTIONS TO AIR DEVICES. FLEX DUCT MUST BE CLASS 0 OR 1, CONFORM TO UL 181, HAVE NO SHORT RADIUS 90 DEGREE BENDS, AND SHALL NOT EXCEED 72" IN LENGTH.

DUCT ACCESSORIES:

A. MANUFACTURED TURNING VANES: FABRICATE 1-1/2-INCH WIDE, SINGLE VANE, CURVED BLADES OF GALVANIZED SHEET STEEL SET 3/4 INCH; SUPPORT WITH BARS PERPENDICULAR TO BLADES SET 2 INCHES O.C.; AND SET INTO VANE RUNNERS SUITABLE FOR DUCT MOUNTING. INSTALL TURNING VANES IN ALL RECTANGULAR DUCTS UNLESS ELBOWS WITH CENTERLINE RADIUS OF R = 1.5D ARE USED.

B. INSULATED-DUCT CONNECTORS: UL 181, CLASS 1, BLACK POLYMER FILM SUPPORTED BY HELICALLY WOUND, SPRING-STEEL WIRE; FIBROUS-GLASS INSULATION; POLYETHYLENE VAPOR BARRIER FILM; 4-INCH WG PRESSURE RATING.

C. DUCT HANGERS: PERFORATED STRAPPING SHALL NOT BE ALLOWED TO HANG DUCTWORK IN ANY CONDITION. ALL EXTERIOR INSULATED DUCTWORK SHALL BE PROTECTED WITH A GALVANIZED METAL DUCT SADDLE.

SOLID GALVANIZED STRAP MAY BE USED AS FOLLOWS;

DUCT SIZE	STRAP HANGERS	MAX SPACING
UP TO 26"	(1) 1"x 22 GA.	12 FT.
27" TO 36"	(1) 1"x 18 GA.	12 FT.
37" TO 50"	(1) 1"x 16 GA.	12 FT.
51" TO 60"	(2) 1"x 18 GA.	12 FT.

FOR SIZES ABOVE 60" USE THREADED ROD PER SMACNA MANUAL.

C. DIFFUSERS, REGISTERS, AND GRILLES AS SCHEDULED ON THE DRAWINGS.

HVAC CONTROLS:

A. FURNISH AND INSTALL 7-DAY PROGRAMMABLE ELECTRONIC THERMOSTAT, HEAT-OFF-COOL-AUTO SYSTEM SWITCH, COMPATIBLE WITH HVAC EQUIPMENT PROVIDED. ALL HVAC CONTROL WIRING IS THE RESPONSIBILITY OF THE HVAC CONTRACTOR.

B. TOILET FANS AND ENERGY RECOVERY FAN TIMER: SUPPLY AND INSTALL A NEMA 1, 7 DAY PROGRAMMABLE ELECTRONIC TIMER WITH BATTERY BACKUP, AUTOMATIC DAYLIGHT SAVINGS TIME ADJUSTMENT, 30 AMP 120/277 VOLT CONTACTOR, EQUAL TO INTERMATIC ET1705C.

TESTING, ADJUSTING, AND BALANCING

A. AS PART OF THIS CONTRACT, THE ENTIRE SYSTEM SHALL BE TESTED, ADJUSTED, AND BALANCED. BY AN INDEPENDENT CONTRACTOR AND SHALL CONFORM TO AABC STANDARDS. SYSTEMS SHALL BE ADJUSTED TO WITHIN +/- 8% OF DESIGN CONDITIONS.

INSTALLATION:

A. ALL MECHANICAL WORK SHALL BE INSTALLED SO AS TO BE READILY ACCESSIBLE FOR OPERATING, SERVICING, MAINTAINING AND REPAIRING. HANGERS SHALL INCLUDE ALL MISCELLANEOUS STEEL SUCH AS CHANNELS, RODS, ETC., NECESSARY FOR THE INSTALLATION OF WORK AND SHALL BE FASTENED TO BUILDING STRUCTURE, BUT NOT PIPING OR DUCTWORK. ALL PIPING SHALL BE CONCEALED WHEREVER POSSIBLE. EXPOSED PIPES SHALL BE IN STRAIGHT LINES PARALLEL WITH OR AT RIGHT ANGLES TO BUILDING LINES.

B. THE MECHANICAL CONTRACTOR IS RESPONSIBLE FOR ANY/ALL NECESSARY MECHANICAL DEMOLITION WORK THAT IS REQUIRED TO FACILITATE THE NEW INSTALLATION, FIELD COORDINATE PRIOR TO BIDS. REMOVE AND/OR MODIFY EQUIPMENT, ETC., AS REQUIRED FOR A COMPLETE INSTALLATION. COORDINATE ANY DISRUPTION OF UTILITY SERVICES WITH OWNER AND GENERAL CONTRACTOR TO AVOID CONFLICTS.

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10/11/2019

LAREDO RANCH
BLK 1278 LOT 1-4
2201 & 2215 LAREDO ST
LAREDO, TX

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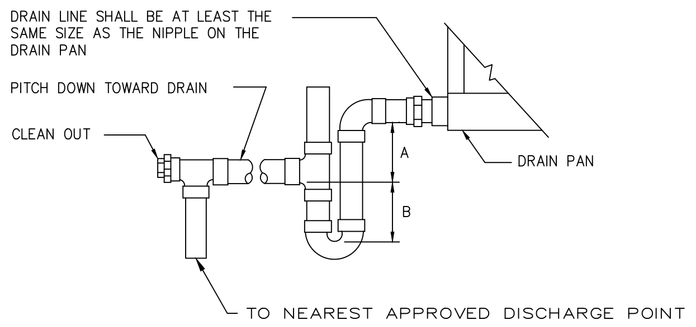
M-3

DESIGNER'S NOTE:

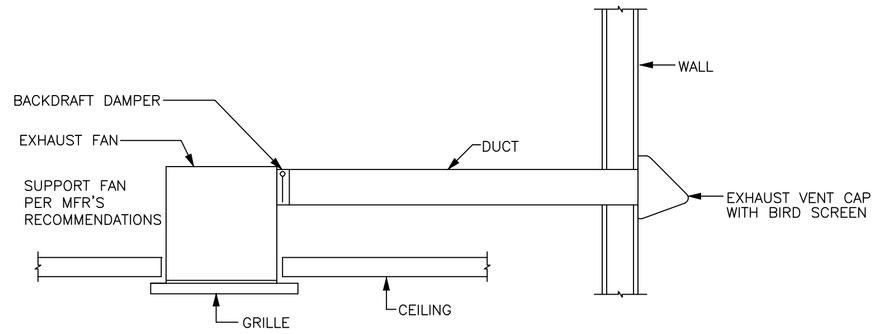
UNIT TYPE	A	B
DRAW THRU	2" (50 MM) PLUS X	X
BLOW THRU	1" (25 MM) MINIMUM	2X

WHERE X = STATIC PRESSURE IN PAN



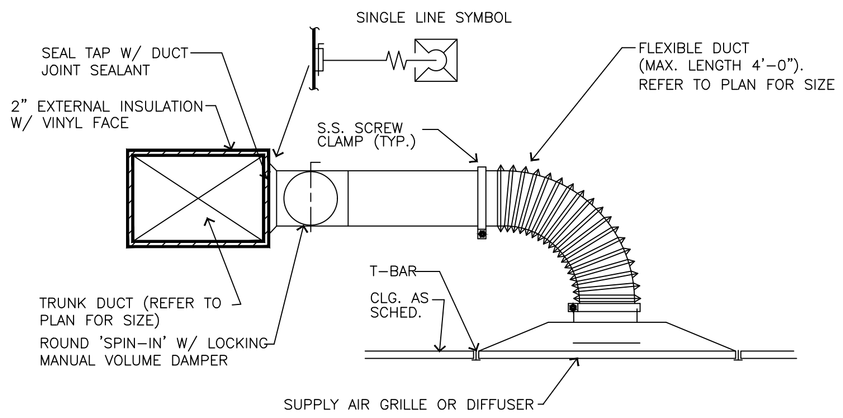
1 M-4 AIR HANDLING UNIT CONDENSATE TRAP

SCALE: N.T.S.



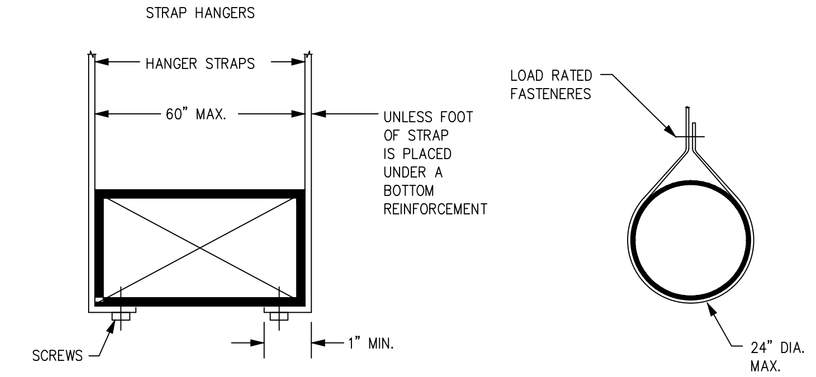
2 M-4 EXHAUST FAN SCHEMATIC

SCALE: N.T.S.



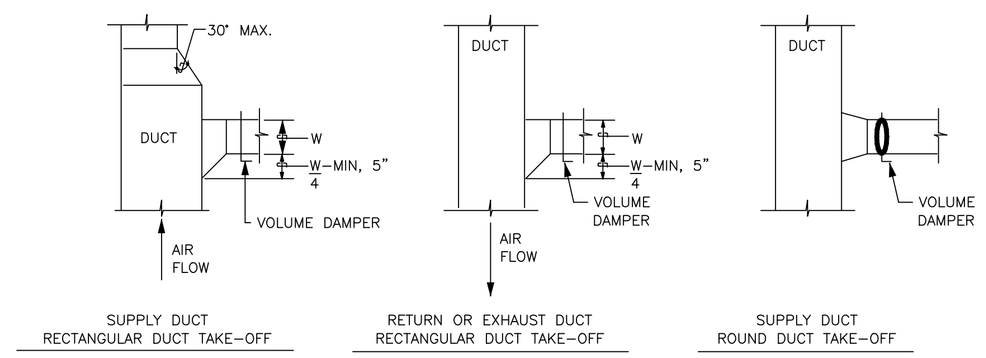
3 M-4 CEILING DIFFUSER SCHEMATIC

SCALE: N.T.S.



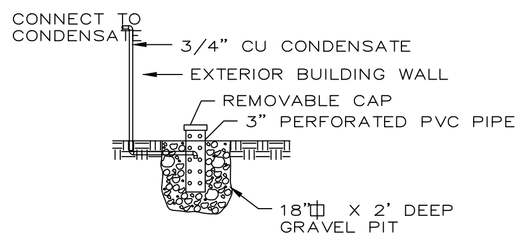
4 M-4 LOWER HANGER ATTACHMENTS

SCALE: N.T.S.



5 M-4 DUCT CONNECTION SCHEMATIC

SCALE: N.T.S.



6 M-4 CONDENSATE DRAIN DETAIL

SCALE: N.T.S.

GENERAL MECHANICAL NOTES

1. MATERIALS AND INSTALLATION OF ALL MECHANICAL EQUIPMENT SHALL CONFORM WITH ALL NATIONAL, STATE AND LOCAL CODES.
2. COORDINATE INSTALLATIONS WITH ALL OTHER CONTRACTORS AS NECESSARY.
3. PROVIDE AND INSTALL DAMPERS, TURNING VANES AND SPLITTERS AS REQUIRED FOR EFFICIENT OPERATION AND AIR DISTRIBUTION.
4. EXHAUST FANS FURNISHED BY THIS CONTRACTOR, ELECTRICAL CONNECTIONS BY ELECTRICAL CONTRACTOR.
5. INSTALL FLEXIBLE CONNECTIONS AT UNIT ON SUPPLY AND RETURN AIR DUCTS.
6. EACH UNIT SHALL HAVE INSTALLED (1) PROGRAMMABLE THERMOSTAT EQUAL TO HONEYWELL T7350.
7. PROVIDE VOLUME DAMPERS WITH LOCKING HANDLES IN BRANCH DUCTS WHEN ACCESSIBLE FROM ATTIC. TYPICALLY WHEN GYP BOARD CEILINGS ARE USED M.C. SHALL SUPPLY VOLUME DAMPERS IN THE THROAT OF THE SUPPLY GRILLES THAT ARE ACCESSIBLE FROM BELOW.
8. PROVIDE AIR EXTRACTORS FOR ALL MAIN SUPPLY GRILLES.
9. CONSTRUCT ALL DUCT WORK IN ACCORDANCE WITH ASHRAE STANDARDS. ALL DUCTWORK TO BE SEALED WITH MASTIC SEALANT.
10. THIS CONTRACTOR SHALL INSTALL ALL SCHEDULE 40 PVC CONDENSATE DRAINS IN ATTIC AND ENCLOSED SPACES. INSTALL COPPER CONDENSATE DRAINS IN ALL EXPOSED AREAS. INSULATE IN ATTIC SPACES.
11. PROVIDE CONDENSATE OVERFLOW DRAIN PAN IN ADDITION TO UNIT CONDENSATE DRAIN.
12. UNLESS OTHERWISE NOTED, ROUTE ALL TOILET EXHAUST THRU THE ROOF. SUPPLY AND INSTALL INSECT SCREEN, RAIN HOOD AND ROOF JACK THAT IS COMPATIBLE WITH THE ROOFING TYPE.
13. INSTALL SHEET METAL DUCT PER SMACNA. RECTANGULAR SIZES TO HAVE EXTERIOR 2" INSULATION, ROUND SIZES TO HAVE 2" EXTERIOR INSULATION. INSULATION EQUAL TO R-8 VALUE.
14. CONTRACTOR SHALL BALANCE EACH UNIT WITH THE CFM SHOWN ON THE PLAN.

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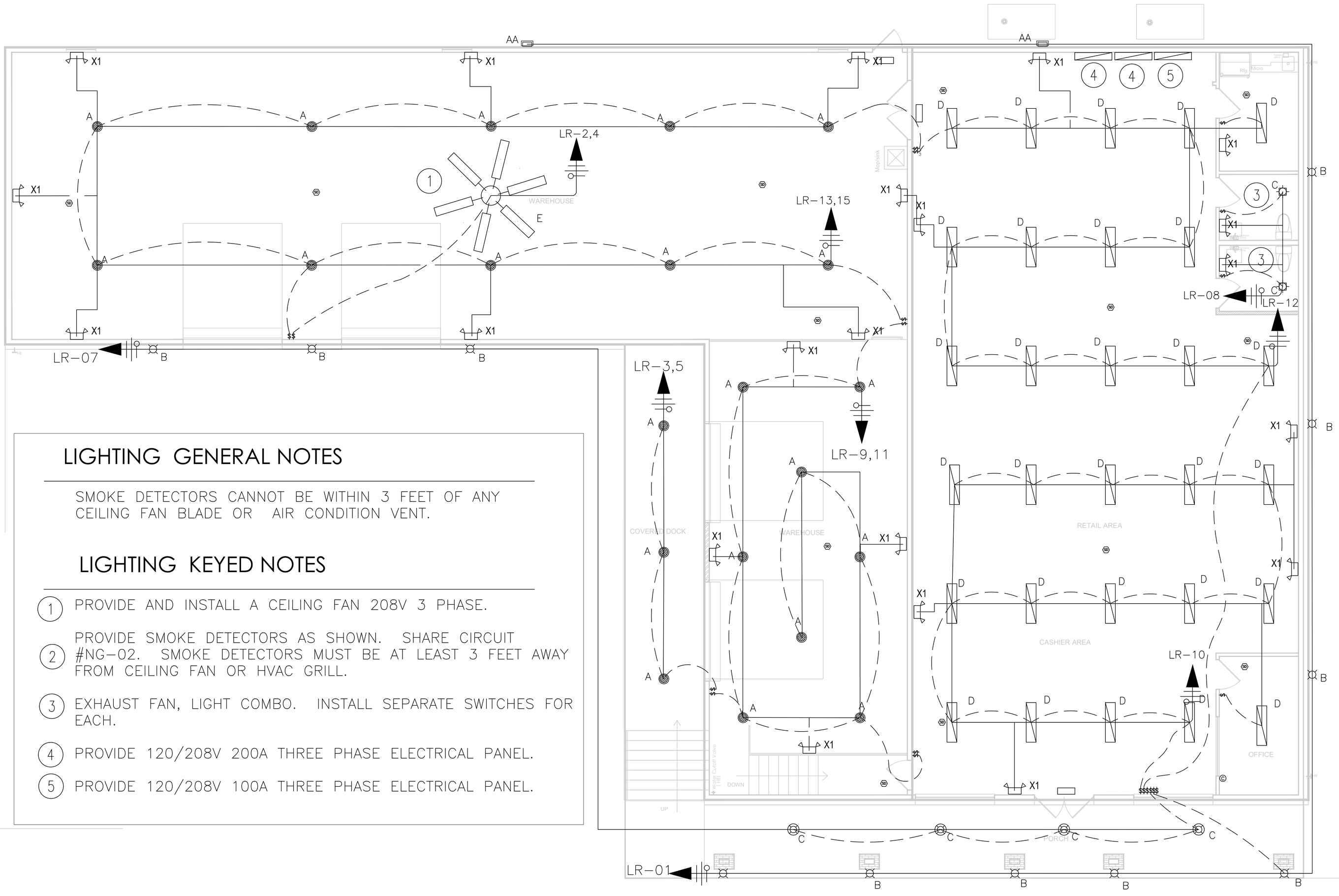

LIGHTING GENERAL NOTES

SMOKE DETECTORS CANNOT BE WITHIN 3 FEET OF ANY CEILING FAN BLADE OR AIR CONDITION VENT.

LIGHTING KEYED NOTES

1. PROVIDE AND INSTALL A CEILING FAN 208V 3 PHASE.
2. PROVIDE SMOKE DETECTORS AS SHOWN. SHARE CIRCUIT #NG-02. SMOKE DETECTORS MUST BE AT LEAST 3 FEET AWAY FROM CEILING FAN OR HVAC GRILL.
3. EXHAUST FAN, LIGHT COMBO. INSTALL SEPARATE SWITCHES FOR EACH.
4. PROVIDE 120/208V 200A THREE PHASE ELECTRICAL PANEL.
5. PROVIDE 120/208V 100A THREE PHASE ELECTRICAL PANEL.

LIGHTING FIXTURE SCHEDULE

TYPE	LOCATION	DESCRIPTION	MOUNTING	WATTS	VOLTS	TYPE	LOCATION	DESCRIPTION	MOUNTING	WATTS	VOLTS
A	OPEN WAREHOUSE AND PORCH	HANGING LED HIGH BAY	HANGING	200	208	F	REST ROOM	COMBO LIGHT / EXHAUST FAN	CELING	32	120
B	OUTSIDE WALL	WALL SCONCE	WALL	125	120	AA	OUTSIDE REAR	WALL PACK	WALL	125	120
C	PORCH	LED RECESSED CAN LIGHT	RECESSED	80	120	X1	EXIT DOOR	EXIT LIGHTS	RECESSED	32	120
D	RETAIL AREA	LED WRAP AROUND	HANGING	40	120	X2	EGRESS EMERGENCY LIGHTING	EMERGENCY LIGHTING BATTERY BACKUP	WALL	12	120
E	WAREHOUSE	CEILING FAN	HANGING	100	208	--	--	--	--	--	--

1 LIGHTING PLAN
SCALE: 3/16" = 1'-0"

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10/17/19

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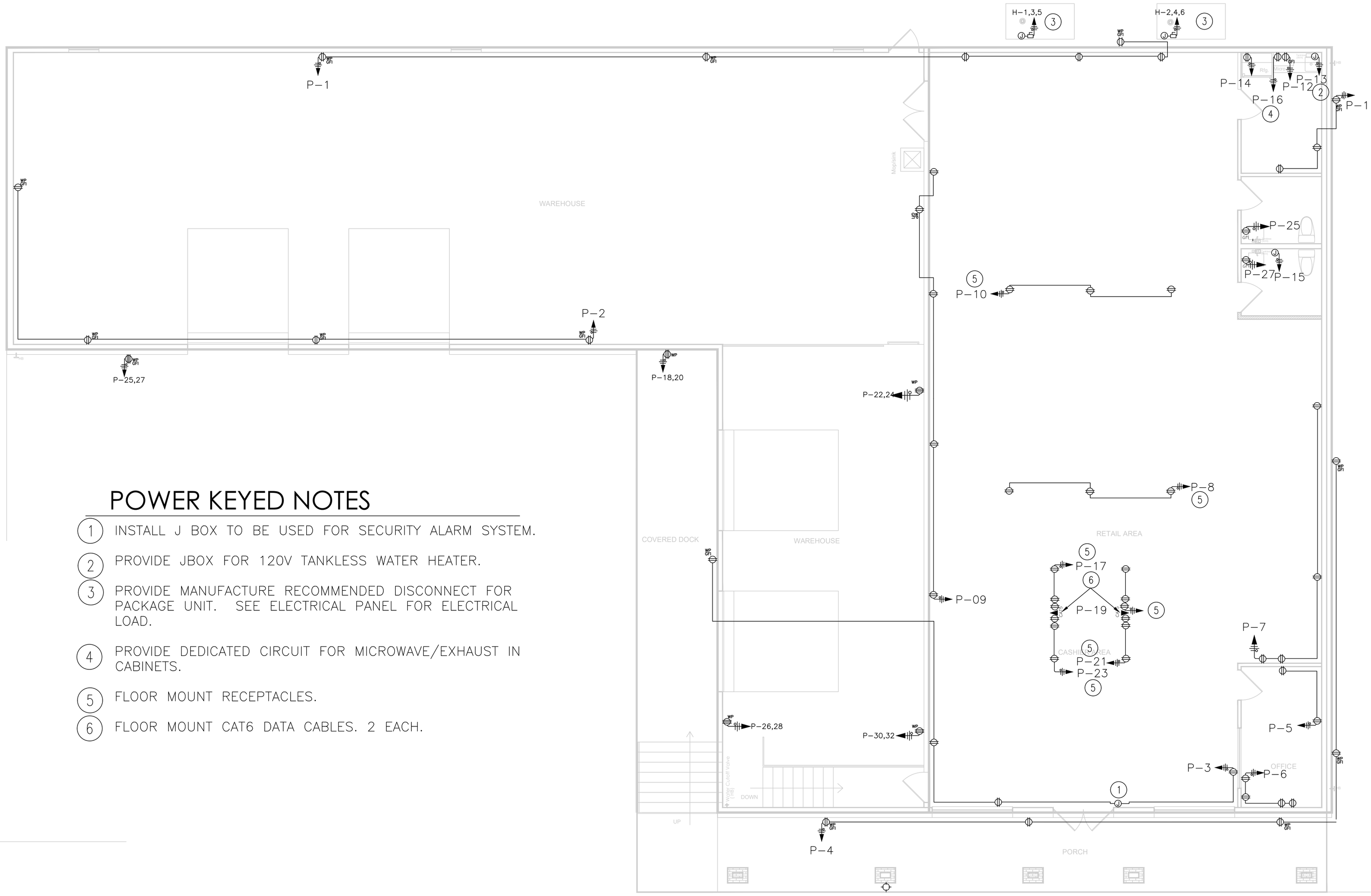

POWER KEYED NOTES

1. INSTALL J BOX TO BE USED FOR SECURITY ALARM SYSTEM.
2. PROVIDE JBOX FOR 120V TANKLESS WATER HEATER.
3. PROVIDE MANUFACTURE RECOMMENDED DISCONNECT FOR PACKAGE UNIT. SEE ELECTRICAL PANEL FOR ELECTRICAL LOAD.
4. PROVIDE DEDICATED CIRCUIT FOR MICROWAVE/EXHAUST IN CABINETS.
5. FLOOR MOUNT RECEPTACLES.
6. FLOOR MOUNT CAT6 DATA CABLES. 2 EACH.

SYMBOL LEGEND

(J)	J-BOX/PULL BOX
	DUPLEX RECEPTACLE
	SPECIAL RECEPTACLE
	TWISTLOCK RECEPTACLE ON "SO" CORD
	HOMERUN WITH CIRCUIT #
	DISCONNECT, AMPS, FUSED OR NON-FUSED AS NOTED
AFF	ABOVE FINISHED FLOOR
GFI	GROUND FAULT INTERRUPT
GRC	GALVANIZED RIGID CONDUIT
(#)	KEYED NOTE - NUMBER AS NOTED
©	CABLE TV CONNECTION
▼	PHONE CONNECTION
$	SINGLE POLE LIGHT SWITCH
T	DOOR BELL

1 POWER FLOOR PLAN
SCALE: 3/16" = 1'-0"

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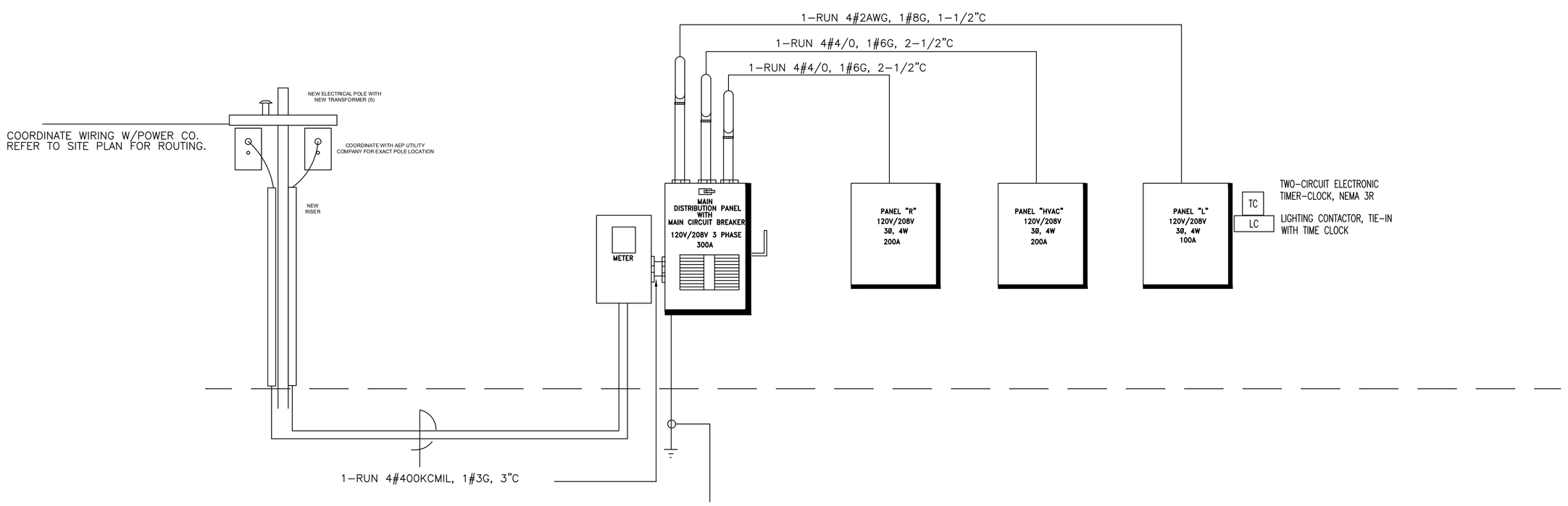
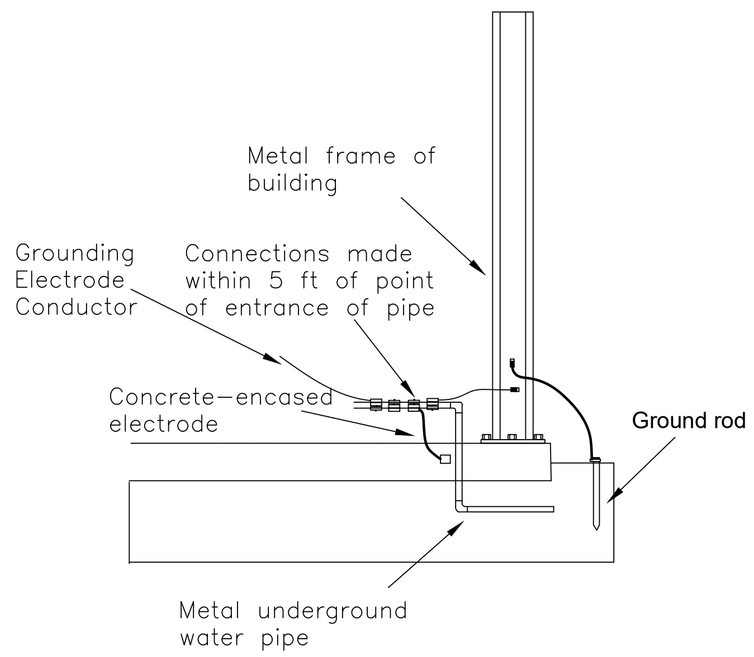


1 #3G, 5/8" x 8'–0" COPPERCLAD GROUNDING ROD & ELECTRODE. PROVIDE GROUNDING ELECTRODE SYSTEM PER NEC 2017, ART. 250.50, 250.52 AND 250.53. BONDING TO COMPLY WITH NEC 2017, ART. 250.92.



GROUNDING DETAIL

PANEL: "P" | RATING: 200A | KAIC: 12
VOLTAGE: 208/120 | PHASE: 3 PH | MAIN: 125A MCO

CIRC NO.	EQUIPMENT	KVA	BREAKER TRIP/POLE	A B C	BREAKER TRIP/POLE	KVA	EQUIPMENT	CIRC NO.
1	RECEPTACLES	1.1	20/1		20/1	0.7	RECEPTACLES	2
3	RECEPTACLES	0.7	20/1		20/1	0.9	RECEPTACLES	4
5	RECEPTACLES	0.2	20/1		20/1	0.7	RECEPTACLES	6
7	RECEPTACLES	0.7	20/1		20/1	0.5	RECEPTACLES	8
9	RECEPTACLES	0.7	20/1		20/1	0.5	RECEPTACLES	10
11	RECEPTACLES	0.5	20/1		20/1	0.2	RECEPTACLES	12
13	TANKLESS WATER HEATER	1.8	20/1		20/1	1.0	REFRIGERATOR	14
15	TANKLESS WATER HEATER	1.8	20/1		20/1	1.5	MICROWAVE	16
17	RECEPTACLES	0.5	20/1		45/2	4.5	RECEPTACLE 208V	18
19	RECEPTACLES	0.5	20/1		"	4.5	"	20
21	RECEPTACLES	0.5	20/1		45/2	4.5	RECEPTACLE 208V	22
23	RECEPTACLES	0.5	20/1		"	4.5	"	24
25	RECEPTACLE 208V	4.5	45/2		45/2	4.5	RECEPTACLE 208V	26
27	"	4.5	"		"	4.5	"	28
29	--	--	--		45/2	4.5	RECEPTACLE 208V	30
31	--	--	--		"	4.5	"	32
33	--	--	--		--	--	--	34
35	--	--	--		--	--	--	36
37	--	--	--		--	--	--	38
39	--	--	--		--	--	--	40
41	--	--	--		--	--	--	42

PHASE A LOAD: 16.3 KVA
PHASE B LOAD: 16.6 KVA
PHASE C LOAD: 11.6 KVA
TOTAL LOAD: 44.5 KVA
AVERAGE AMPS: 123.6

PANEL: "LR" | RATING: 100A | KAIC: 12
VOLTAGE: 208/120 | PHASE: 3 PH | MAIN: 125A MCO

CIRC NO.	EQUIPMENT	KVA	BREAKER TRIP/POLE	A B C	BREAKER TRIP/POLE	KVA	EQUIPMENT	CIRC NO.
1	LIGHTS	1.3	--		15/3	1.0	FAN	2
3	LIGHTS	0.3	--		"	1.0	"	4
5	"	0.3	--		"	1.0	"	6
7	LIGHTS	0.8	--		20/1	0.3	EF	8
9	LIGHTS	0.8	--		20/1	0.6	LIGHTS	10
11	"	0.8	--		20/1	0.5	LIGHTS	12
13	LIGHTS	1.0	--		--	--	--	14
15	"	1.0	--		--	--	--	16
17	--	--	--		--	--	--	18
19	--	--	--		--	--	--	20
21	--	--	--		--	--	--	22
23	--	--	--		--	--	--	24

PHASE A LOAD: 4.2 KVA
PHASE B LOAD: 3.5 KVA
PHASE C LOAD: 1.6 KVA
TOTAL LOAD: 9.3 KVA
AVERAGE AMPS: 25.8

PANEL: HVAC | RATING: 200A | KAIC: 12
VOLTAGE: 208/120 | PHASE: 3 PH | MAIN: 125A MCO

CIRC NO.	EQUIPMENT	KVA	BREAKER TRIP/POLE	A B C	BREAKER TRIP/POLE	KVA	EQUIPMENT	CIRC NO.
1	HVAC	8.6	80/3		80/3	8.6	HVAC	2
3	"	8.6	"		"	8.6	"	4
5	"	8.6	"		"	8.6	"	6
7	--	--	--		--	--	--	8
9	--	--	--		--	--	--	10
11	--	--	--		--	--	--	12

PHASE A LOAD: 17.2 KVA
PHASE B LOAD: 17.2 KVA
PHASE C LOAD: 17.2 KVA
TOTAL LOAD: 51.6 KVA
AVERAGE AMPS: 143.4

PANEL: MDP | RATING: 300A | KAIC: 12
VOLTAGE: 208/120 | PHASE: 3 PH | MAIN: 125A MCO

CIRC NO.	EQUIPMENT	KVA	BREAKER TRIP/POLE	A B C	BREAKER TRIP/POLE	KVA	EQUIPMENT	CIRC NO.
1	HVAC	17.2	200/3		200/3	16.3	P	2
3	"	17.2	"		"	16.6	"	4
5	"	17.2	"		"	11.6	"	6
7	LR	4.2	100/3		--	--	--	8
9	"	3.5	"		--	--	--	10
11	"	1.6	"		--	--	--	12

PHASE A LOAD: 52.3 KVA
PHASE B LOAD: 38.0 KVA
PHASE C LOAD: 32.1 KVA
TOTAL LOAD: 122.4 KVA
AVERAGE AMPS: 340.0
300A WITH ALLOWANCES AND 20% FUTURE GROWTH

LAREDO RANCH					
06–007	LOAD ANALYSIS	120/208V	3 PHASE	4 WIRES	
DESCRIPTION	KVA	FACT.	KVA	AMPS	WSA
LIGHTS	8.5	1.25	10.6	--	--
RECEPTACLES (1st 10K @ 100%)	16.5	0.50	13.5	--	--
COOLING	42.0	1.00	42.0	--	--
MISC	32.0	0.75	24.0	--	--
FUTURE			22.0	--	--
TOTAL:	231		112.0	311	600

1 ELECTRICAL PANELS AND RISER
SCALE: UNITS

LFEC
LOZANO ENGINEERING & CONSULTING
P.O. BOX 450607
LAREDO, TEXAS 78045
TEL: (956) 285-7684
FIRM # 9677

STATE OF TEXAS
JORGE L. LOZANO
77859
REGISTERED
PROFESSIONAL ENGINEER
10/17/19

LAREDO RANCH HEIGHTS
BLK 1278 LOT 1-4
2201 LAREDO ST.
LAREDO, TX 78041

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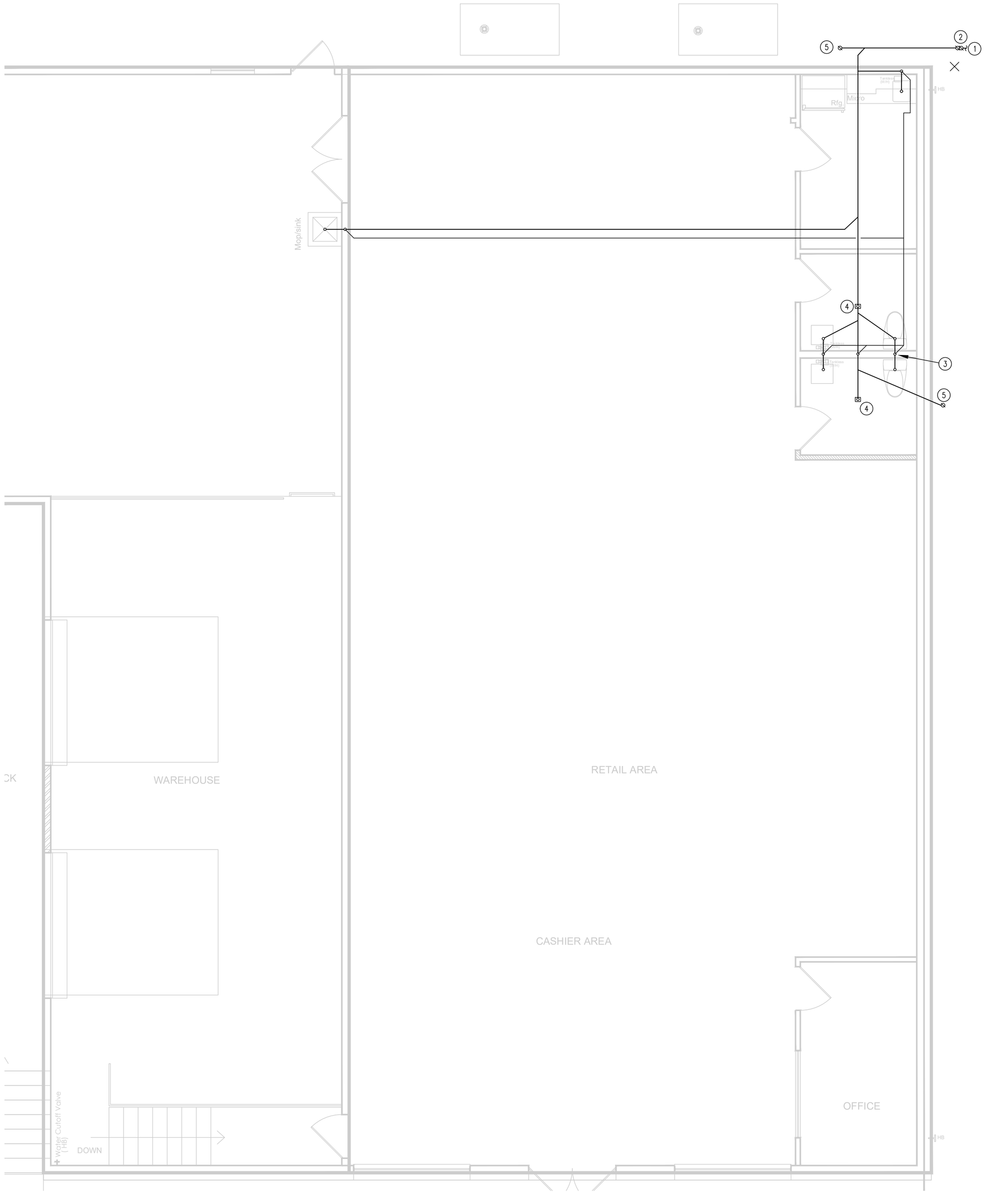

GENERAL NOTES:

SANITARY SEWER PIPING 3" AND SMALLER TO BE INSTALLED AT A 2% SLOPE AND SANITARY SEWER PIPING 4" AND LARGER TO BE INSTALLED AT A 1% SLOPE.

PROVIDE PRIMER FOR ALL HUB AND FLOOR DRAINS.

COORDINATE PIPING INSTALLATION WITH ALL OTHER TRADES.

ALL PVC MATERIAL USED SHALL BE SCHEDULE 40.

KEYED NOTES: (THIS SHEET ONLY)

1. 4" WASTE LINE @ 48" BELOW FINISHED GRADE. REFER TO PLUMBING SITE PLAN FOR CONTINUATION.
2. PROVIDE DOUBLE YARD CLEAN OUT.
3. 3" VENT THRU THE ROOF.
4. PROVIDE FLOOR DRAIN WITH PRIMER.
5. PROVIDE 4" YARD CLEAN OUT.

1 PLUMBING WASTE FLOOR PLAN

SCALE: 1/4"=1'-0"

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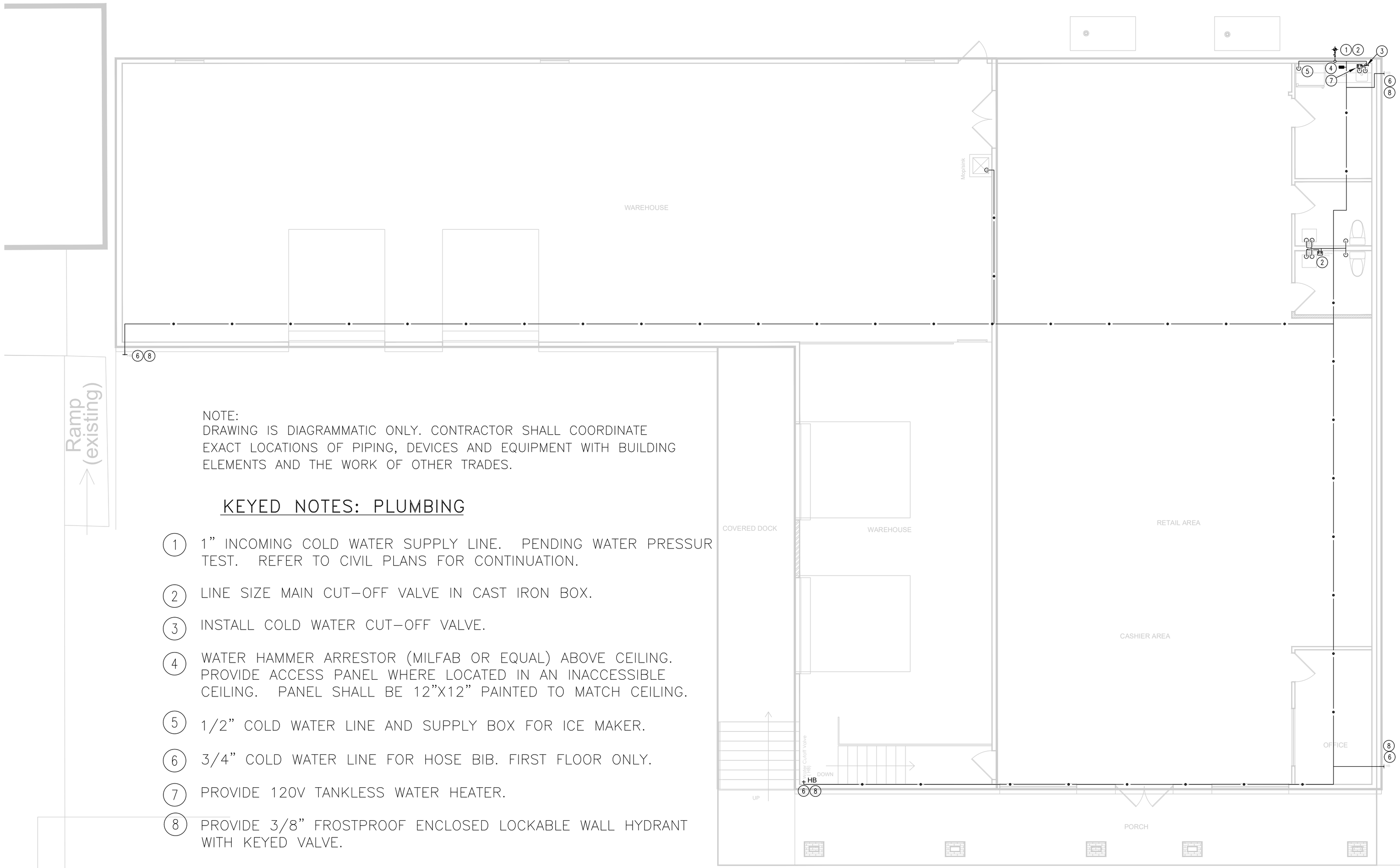

NOTE:
DRAWING IS DIAGRAMMATIC ONLY. CONTRACTOR SHALL COORDINATE EXACT LOCATIONS OF PIPING, DEVICES AND EQUIPMENT WITH BUILDING ELEMENTS AND THE WORK OF OTHER TRADES.

KEYED NOTES: PLUMBING

1. 1" INCOMING COLD WATER SUPPLY LINE. PENDING WATER PRESSUR TEST. REFER TO CIVIL PLANS FOR CONTINUATION.
2. LINE SIZE MAIN CUT-OFF VALVE IN CAST IRON BOX.
3. INSTALL COLD WATER CUT-OFF VALVE.
4. WATER HAMMER ARRESTOR (MILFAB OR EQUAL) ABOVE CEILING. PROVIDE ACCESS PANEL WHERE LOCATED IN AN INACCESSIBLE CEILING. PANEL SHALL BE 12"X12" PAINTED TO MATCH CEILING.
5. 1/2" COLD WATER LINE AND SUPPLY BOX FOR ICE MAKER.
6. 3/4" COLD WATER LINE FOR HOSE BIB. FIRST FLOOR ONLY.
7. PROVIDE 120V TANKLESS WATER HEATER.
8. PROVIDE 3/8" FROSTPROOF ENCLOSED LOCKABLE WALL HYDRANT WITH KEYED VALVE.

1 PLUMBING WATER SUPPLY FLOOR PLAN

SCALE: 1/4" = 1'-0"

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GENERAL NOTES

A. SPECIFICATIONS, REFER TO M.E.P. SHEET, "GENERAL CONDITIONS" / "SUMMARY OF WORK" SECTIONS AND ELSEWHERE IN DRAWINGS FOR FURTHER INFORMATION AND REQUIREMENTS FOR PLUMBING CONTRACTOR.

B. SUSPEND ALL HORIZONTAL SERVICE PIPING SHOWN ON THIS PROJECT SUCH AS, BUT NOT LIMITED TO WATER, SANITARY WASTE/VENT, STORM WATER, GAS, ETCETERA FROM UNDERSIDE OF ROOF AND/OR FLOOR STRUCTURE, UNLESS OTHERWISE NOTED OR INDICATED. HOLD SUCH PIPING HIGH AS POSSIBLE. EXTEND PIPING DOWN IN WALLS, PARTITIONS, CHASES, ETCETERA TO SERVE FIXTURES AND EQUIPMENT AS SHOWN ON PLANS.

C. CONTRACTORS AND SUB-CONTRACTORS SHALL CAREFULLY REVIEW THE CONSTRUCTION DOCUMENTS. INFORMATION REGARDING THE COMPLETE WORK IS DISPERSED THROUGHOUT THE DOCUMENT SET AND CANNOT BE ACCURATELY DETERMINED WITHOUT REFERENCE TO THE COMPLETE DOCUMENT SET.

D. COORDINATE WITH THE WORK OF OTHER SECTIONS, EQUIPMENT FURNISHED BY OTHERS, REQUIREMENTS OF THE OWNER, AND WITH THE CONSTRAINTS OF THE EXISTING CONDITIONS OF THE PROJECT SITE. PROVIDE PIPE RISES, DROPS, AND OFFSETS, AS REQUIRED FOR FIELD INSTALLATION AND TRADE COORDINATION. NOTIFY TENANT'S CONSTRUCTION DIRECTOR OF ANY DISCREPANCIES BEFORE STARTING WORK.

E. DRAWINGS FOR PLUMBING WORK ARE DIAGRAMMATIC, SHOWING THE GENERAL LOCATION, TYPE, LAYOUT, AND EQUIPMENT REQUIRED. THE DRAWINGS SHALL NOT BE SCALED FOR EXACT MEASUREMENT. REFER TO ARCHITECTURAL DRAWINGS FOR DIMENSIONS. REFER TO MANUFACTURER'S STANDARD INSTALLATION DRAWINGS FOR EQUIPMENT CONNECTIONS AND INSTALLATION REQUIREMENTS. PROVIDE PIPING, CONNECTIONS, FITTINGS, VALVES, OFFSETS, ETCETERA AND ALL MATERIALS NECESSARY FOR A COMPLETE SYSTEM. SUBMIT SHOP DRAWINGS PER THE SPECIFICATIONS.

F. ALL WORK SHALL COMPLY WITH STATE AND LOCAL CODE REQUIREMENTS AS APPROVED AND AMENDED BY THE GOVERNING CITY, INCLUDING APPLICABLE SECTIONS OF ANY INTERIM AMENDMENTS AT THE TIME OF THE PROPOSAL. PURCHASE ALL PERMITS ASSOCIATED WITH THE WORK. OBTAIN ALL INSPECTIONS REQUIRED BY CODE.

G. PROVIDE BACKFLOW PREVENTION DEVICES, (BPD) IN WATER LINES FEEDING PLUMBING FIXTURES AND/OR EQUIPMENT, AS SHOWN ON PLANS AND ELSEWHERE AS REQUIRED BY LOCAL AUTHORITIES. USE DEVICES OF APPROVED TYPE AND MANUFACTURER (ATMOSPHERIC VACUUM, PRESSURE VACUUM, DOUBLE CHECK, AND REDUCED PRESSURE).

H. VERIFY SERVICE CONNECTION POINTS, SIZES, ELEVATIONS, AND METERING LOCATIONS FOR PROJECT WITH LOCAL UTILITIES COMPANY'S AND/OR CIVIL ENGINEER. SERVICES TO INCLUDE BUT NOT LIMITED TO DOMESTIC WATER, FIRE, SANITARY SEWER, STORM SEWER, GAS, ETCETERA.

I. WATER PRESSURE. PLUMBING CONTRACTOR SHALL VERIFY WATER PRESSURE PRIOR TO CONSTRUCTION. IF PRESSURE AT BUILDING ENTRY, PRIOR TO ALL LOCALLY REQUIRED DEVICES SUCH AS WATER METER, BACKFLOW PREVENTION DEVICES, ETCETERA IS LESS THAN 55 PSIG STATIC, CONTACT OWNERS REPRESENTATIVE. IF PRESSURE IS IN EXCESS OF 80 PSIG STATIC, INSTALLATION OF PRESSURE REDUCING VALVE IS REQUIRED.

J. HEALTH DEPARTMENT, COMPLY WITH LOCAL HEALTH DEPARTMENT REGULATIONS. CAULK ESCUTCHEONS IN FOOD SERVICE AREAS. SEAL PIPES NEATLY WITH GROUT AT WALL, FLOOR, OR CEILING PENETRATIONS. CAULK INSULATION ON EXPOSED PIPING BEHIND AND UNDER EQUIPMENT. PROVIDE CLEARANCE BEHIND AND UNDER EXPOSED PIPING AS REQUIRED BY HEALTH DEPARTMENT. WHEREVER POSSIBLE, INSTALL PIPING IN FOOD SERVICE AREAS CONCEALED. CONFORM TO HEALTH DEPARTMENT REQUIREMENTS FOR LOCATIONS OF FLOOR SINKS.

K. MAKE COMPLETE, PROVIDE ITEMS AND WORK AS REQUIRED TO COMPLETE THE INSTALLATION OF PLUMBING SYSTEMS TO FIXTURES AND EQUIPMENT: TRAPS, STRAINERS, GAUGES, GAS AND WATER PRESSURE REGULATORS, FLEXIBLE CONNECTIONS, STOP VALVES, UNIONS, ETCETERA. PROVIDE AND CONNECT PLUMBING PIPE FROM ROUGH-INS TO ITEMS AS SHOWN, SPECIFIED AND REQUIRED.

L. WATER ENTRY SERVICE PIPING, NEW AND/OR REVISED. PLUMBING CONTRACTOR SHALL ENSURE AND PROVIDE MINIMUM 10'-0" LINEAR FEET OF METAL PIPING MATERIAL BELOW GRADE FOR CONNECTION OF ELECTRICAL SERVICE GROUNDING.

GENERAL PLUMBING NOTES

1. ALL ROOF PENETRATIONS SHALL BE MADE BY LANDLORDS ROOFING CONTRACTOR.
2. SAW CUT SLAB MINIMUM 2" FOR SLAB OPENINGS FOR UNDERGROUND UTILITIES.
3. ALL UTILITY LINES NEED TO BE WITHIN LEASING PREMISE.

WATER HAMMER ARRESTOR SCHEDULE

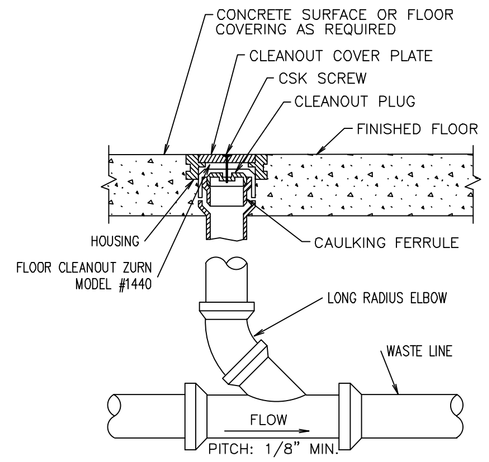
"PDI" CROSS REF.	N.P.T.	FIXTURE UNIT CAPACITY	LOCATION	SIOUX CHIEF MODEL NO. OR EQUAL	REMARKS
WHA-1	1"	33-60	ACCESSIBLE VIA ATTIC SPACE OR ACCESS PANEL	654-C	PISTON TYPE OPERATION, MAINTENCE FREE, MIL-D-82036, TYPE II, TYPE II, NON-BLADDER TYPE. PD-WH-201 (R1983)

PLUMBING FIXTURE CONNECTION SCHEDULE

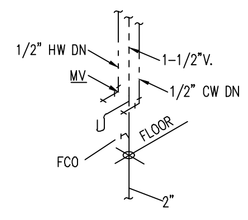
MARK	FIXTURE	CW	HW	W	V	REMARKS
P-1	WATER CLOSET	3/4"	–	4"	2"	KOHLER "WELLWORTH" MODEL #K3422 FLOOR MOUNTED, VITREOUS CHINA, 1.6 GALLONS PER FLUSH, ELONGATED BOWL AND BOLT CAPS.
						CHURCH MODEL #295C, SOLID PLASTIC, ELONGATED, OPEN FRONT WITH COVER AND HEAVY DUTY STAINLESS STEEL HARDWARE AND CHECK HINGES.
						CHURCH MODEL #295C, SOLID PLASTIC, ELONGATED, OPEN FRONT WITH COVER AND HEAVY DUTY STAINLESS STEEL HARDWARE AND CHECK HINGES.
P-2	LAVATORY	1/2"	1/2"	2"	1-1/2"	KOHLER "PENNINGTON" MODEL #K2196-4, COUNTER MOUNTED, VITREOUS CHINA, 20"x17", SELF-RIMMING, FRONT OVERFLOW, FAUCET LEDGE, PUNCHED FOR CENETERSET FITTING WITH 4" CENTERS.
						DELTA FAUCET MODEL #XXXX, TWO HANDLE CENTERSET LAVATORY COLOR AND FINISH TO BE DETERMINED BY OWNER.
						McGUIRE MODEL #155-A, CHROME PLATED CAST BRASS OPEN GRID STRAINER, 1-1/4" O.D. CHROME PLATED 17-GAUGE TAILPIECE.
						McGUIRE MODEL #2165LK, CHROME PLATED WALL FLANGE, LOOSE KEY ANGLE STOPS, SIZE 1/2" I.P.S. INLET WITH 3/8" O.D. OUTLET, 12" LONG FLEXIBLE COPPER TUBE CHROME PLATED RISERS.
						McGUIRE MODEL #8902, 1-1/2"x1-1/2"x17-GAUGE CHROME PLATED CAST BRASS ADJUSTABLE SWIVEL P-TRAP WITH CLEANOUT, SLIP JOINT INLET AND TUBULAR WALL BEND WITH SHALLOW STEEL FLANGE.
P-5	ICE MAKER SUPPLY BOX	1/2"	1/2"	–	–	IPS CORPORATION MODEL #W9700 HA, WHITE WATER-TITE ICE MAKER SUPPLY BOX WITH SWEAT QUARTER TURN VALVE AND PRE-INSTALLED WATER HAMMER ARRESTOR.

WATER HEATER SCHEDULE

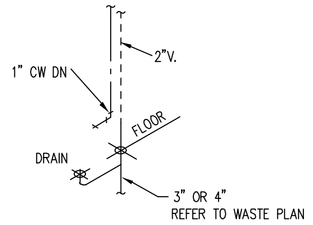
MARK	STORAGE GALLONS	RECOVERY GPH	DEGREE RISE DEG F	WATER TEMP LEAVING	WATER INLET	WATER OUTLET	VOLTAGE/ PHASE	ELEMENTS KW	DESCRIPTION
WH-1	--	20.7	60	115	3/8"	3/8"	120/ 1 PHASE	1.8	CHRONOMITE LABS SR-15L/120 HTR-I



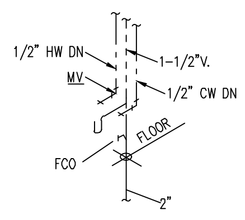
1 DETAIL – FLOOR CLEANOUT
SCALE: NOT TO SCALE



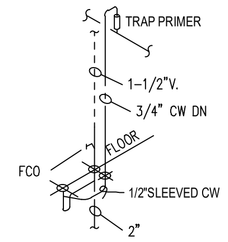
2 SINK RISER
SCALE: NOT TO SCALE



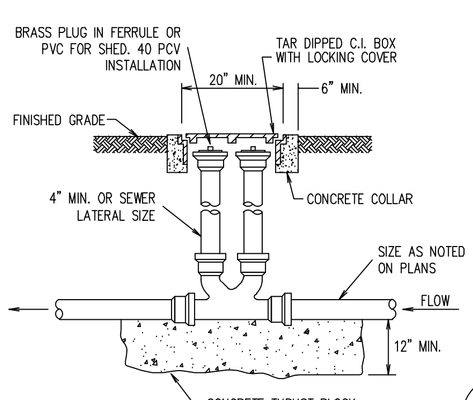
3 RISER WATER CLOSET
SCALE: NOT TO SCALE

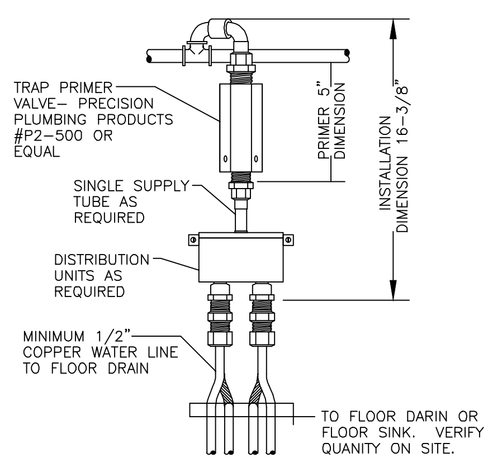


4 RISER LAVATORY
SCALE: NOT TO SCALE



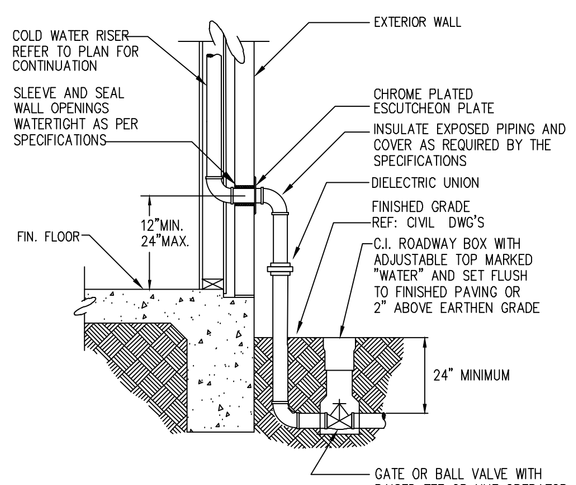
5 RISER FLOOR DRAIN
SCALE: NOT TO SCALE



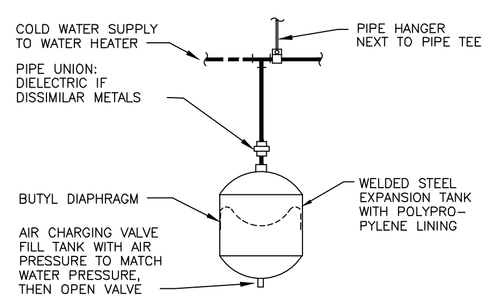


NOTE: TRAP PRIMER VALVE SHALL BE MOUNTED ONE FOOT ABOVE FINISHED FLOOR FOR EVERY TWENTY FEET OF PRIMER LINE.

7 TRAP PRIMER DETAIL
SCALE: NOT TO SCALE



8 WATER PIPE DETAIL
SCALE: NOT TO SCALE



PIPING ARRANGEMENT SHOWN IS SCHEMATIC. ADJUST TO SUIT FIELD CONDITIONS. MAKE PIPE SAME SIZE AS TANK FITTING. FOLLOW MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION PROCEDURE. VERIFY PROPER OPERATION WHEN INSTALLED.

EXPANSION TANK INSTALLATION SHALL OCCUR ONLY WHEN THERE IS A BACK FLOW PREVENTION DEVICE INSTALLED WITHIN THE TENANT SPACE WATER SYSTEM OR BUILDING WATER SYSTEM. FIELD VERIFY BACKFLOW PREVENTION DEVICE.

9 SMALL EXPANSION TANK
SCALE: NOT TO SCALE

1 PLUMBING DETAILS AND SCHEDULES
SCALE: NTS

LFC
LOZANO ENGINEERING & CONSULTING
P.O. BOX 450607
LAREDO, TEXAS 78045
TEL: (956) 285-7684
FIRM # 9677

STATE OF TEXAS
JORGE L. LOZANO
77859
REGISTERED
PROFESSIONAL ENGINEER
10/17/19

LAREDO RANCH HEIGHTS
BLK 1278 LOT 1-4
2201 LAREDO ST.
LAREDO, TX 78041

REVISIONS

REV.	DESCRIPTION	DATE

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PROJ. NO.
DATE:
SCALE:

SHEET NAME:

SHEET NUMBER:
P3.1

I. GENERAL NOTES

1. ALL CONSTRUCTION INCLUDING MATERIAL AND WORKMANSHIP, SHALL CONFORM TO THE PROVISIONS OF THE 2012 EDITION OF THE INTERNATIONAL BUILDING CODE AND STANDARDS REFERENCED THEREIN.
2. ALL ASTM STANDARDS LISTED HEREIN, SHALL BE AS REFERENCED IN THE LATEST ISSUE OF THE ANNUAL BOOK OF STANDARDS OF THE AMERICAN SOCIETY FOR TESTING AND MATERIALS.
3. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, ELEVATIONS AND SITE CONDITIONS BEFORE STARTING WORK. THE ARCHITECT AND STRUCTURAL ENGINEER SHALL IMMEDIATELY BE NOTIFIED IN WRITING OF ANY DISCREPANCIES.
4. ALL OMISSIONS AND/OR CONFLICTS BETWEEN THE VARIOUS ELEMENTS OF THE WORKING DRAWINGS AND SPECIFICATIONS, SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT OR STRUCTURAL ENGINEER, WORK SHOULD NOT PROCEED UNTIL A SOLUTION IS GIVEN BY THE ARCHITECT OR STRUCTURAL ENGINEER.
5. IN CASE OF CONFLICT, NOTES AND DETAILS OF THESE STRUCTURAL DRAWINGS SHALL TAKE PRECEDENCE OVER THE "GENERAL NOTES", TYPICAL DETALS SHALL BE USED WHENEVER APPLICABLE REFER TO SPECIFICATIONS FOR INFORMATION NOT COVERED BY THESE NOTES OF DRAWING.
6. IF A SPECIFIC DETAIL IS NOT SHOWN FOR ANY PART OF THE WORK, THE CONSTRUCTION SHALL BE THE SAME AS FOR SIMILAR WORK.
7. WORKING DIMENSIONS SHALL NOT BE SCALED FROM PLANS, SECTIONS OR DETAILS ON THESE STRUCTURAL DRAWINGS, SEE PARAGRAPH 3 ABOVE.
8. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN ADEQUATE ERECTION SHORING AND BRACING AS REQUIRED FOR STABILITY OF THE STRUCTURE DURING ALL PHASES OF CONSTRUCTION. THESE DRAWINGS REPRESENT THE FINISHED STRUCTURE AND DO NOT INDICATE THE METHOD OF CONSTRUCTION.
9. PIPES, DUCTS, SLEEVES, OPENINGS, POCKETS, CHASES, BLOCK-OUTS, ETC, SHALL NOT BE PLACED IN SLABS, BEAMS, GIRDERS, COLUMNS, WALLS, FOUNDATION, ETC., NOR SHALL ANY STRUCTURAL MEMBER BE CUT FOR SUCH ITEMS, UNLESS SPECIFICALLY DETAILED ON THESE STRUCTURAL DRAWINGS (IF ANY PIPES, DUCTS, ETC., DO OCCUR, THAT ARE NOT SHOWN ON THESE STRUCTURAL DRAWINGS, THE ARCHITECT AND STRUCTURAL ENGINEER SHALL BE NOTIFIED), SEE PARAGRAPH 4, ABOVE.
10. ANCHOR BOLTS OR INSERTS FOR EQUIPMENT ANCHORAGE OR INSTALLATION SHALL BE DESIGNED BY A CIVIL ENGINEER OR STRUCTURAL ENGINEER REGISTERED IN THE STATE OF TEXAS AND SHALL BE SHOWN ON THE MECHANICAL OR ELECTRICAL SHOP DRAWINGS.
11. THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE STRUCTURAL ENGINEER FREE AND HARMLESS FROM ALL CLAIMS, DEMANDS AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPT FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE STRUCTURAL ENGINEER.
12. IF ANY SUBSTITUTION IS PROPOSED BY THE CONTRACTOR, NEW CALCULATION MAY HAVE TO BE PREPARED, THE DETALS MAY HAVE TO BE ALTERED, AND NEW DRAWINGS MAY HAVE TO BE SUBMITTED TO THE BUILDING DEPARTMENT. THE CONTRACTOR SHALL PAY THE STRUCTURAL ENGINEER'S FEES TO ALTER THE APPROVED PLANS. THE CONTRACTOR SHALL ALSO PROCESS THE REVISED PLANS REFLECTING ALL SUBSTITUTIONS THROUGH THE BUILDING DEPARTMENT.

II. DESIGN CRITERIA

1. INTERNATIONAL BUILDING CODE (IBC) 2015 EDITION.
2. DESIGN LOADS PER SECTION 1606:
   - A. LIVE LOADS PER SECTION 1607:
   - B. ROOF LIVE LOADS PER SECTION 1603.1.2
     MINIMUM ROOF LOAD 20 PSF
   - C. ROOF SNOW LOADS PER SECTION 1603.1.3: NOT APPLICABLE
   - D. WIND LOADS PER SECTION 1609 & CHAPTER 26 ASCE/SEI 7-10

1. BASIC WIND SPEED (3 SEC GUST V_{ult}) =115	MPH	(SECTION 26.5)
2. WIND DIRECTIONALITY FACTOR	Kd	(SECTION 26.6)
3. EXPOSURE CATEGORY	B	(SECTION 26.7)
4. TOPOGRAPHIC FACTOR	Kzt	(SECTION 26.8)
5. GUST-EFFECT FACTOR		(SECTION 26.9)
6. ENCLOSURE CLASSIFICATION		(SECTION 26.10)
7. INTERNAL PRESSURE COEFFICIENT (GCpi)		(SECTION 26.11)
8. COMPONENTS & CLADDING (C&C)		(SECTION 30)

   - E. SEISMIC DESIGN REQUIREMENTS PER SECTION 1613 AND ASCE/SEI 7-10, CHAPTER 17
   - F. FLOOD LOADING PER SECTION 1612
     REFER TO THE CIVIL DRAWING ELEVATION REFERENCED TO THE DATUM ON THE COMMUNITY'S FLOOD MAP AS FOR ANY PERTAINING FLOOD ZONE RESTRICTIONS.

III. GENERAL NOTES FOR SITE PREPARATION

1. REFER TO CIVIL AND ARCHITECTURAL PLANS FOR FINISH FLOOR ELEVATION.
2. STRIP VEGETATION, ORGANIC DEBRIS AND LOOSE SOILS FROM THE BUILDING AREA AND AT LEAST FIVE (5) FEET BEYOND THE STRUCTURE LIMITS. THE STRUCTURE LIMITS INCLUDES ANY CANOPIES, WALKWAYS, FOUNTAINS, ETC. THAT MAY BE ATTACHED TO THE MAIN STRUCTURE.
3. THE AREA OF CONSTRUCTION SHOULD BE INITIALLY GRADED TO PROVIDE A RELATIVELY LEVEL SURFACE TO RECEIVE FILL. AREAS REQUIRING FILL WHERE EXISTING SLOPES ARE STEEPER THAN 5:1 (HORIZONTAL TO VERTICAL) SHOULD BE BENCHED TO REDUCE THE POTENTIAL FOR SLIPPAGE BETWEEN EXISTING SLOPES AND FILLS. BENCHES SHOULD BE WIDE ENOUGH TO ACCOMMODATE COMPACTION AND EARTH MOVING EQUIPMENT, AND TO ALLOW PLACEMENT OF HORIZONTAL LIFTS OF FILL.
4. THE EXPOSED SUBGRADE SHOULD BE PROOFROLLED WITH AT LEAST 15 TON ROLLER, OR EQUIVALENT EQUIPMENT, TO EVIDENCE ANY WEAK SOFT AREAS. A QUALIFIED GEOTECHNICAL ENGINEER OR HIS REPRESENTATIVE SHOULD BE PRESENT TO OBSERVE PROOFROLLING OPERATIONS.
5. THE EXPOSED SUBGRADE SHOULD BE SCARIFIED TO A MINIMUM OF 6 INCHES, THEN MOISTURE CONDITIONED BETWEEN MINUS TWO (-2) AND PLUS THREE (+3) PERCENTAGE POINTS OF THE OPTIMUM MOISTURE AND COMPACTED TO A MINIMUM OF 95 PERCENT OF THE MAXIMUM DRY DENSITY DETERMINED IN ACCORDANCE WITH ASTM D-698
6. SELECT FILL SHOULD THEN BE PLACED IN ORDER TO ACHIEVE THE FBPE. ALL FILL MATERIALS SHOULD BE PLACED IN LOOSE LIFTS OF NO MORE THAN 6 INCHES. EACH LIFT SHOULD BE MOISTURE CONDITIONED BETWEEN MINUS TWO (-2) AND PLUS TWO (+2) PERCENTAGE POINTS OF THE OPTIMUM MOISTURE CONTENT AND COMPACTED TO AT LEAST 95 PERCENT IN ACCORDANCE TO ASTM D-698.
7. FILL MATERIAL SHOULD CONSIST OF MATERIAL CONFORMMING TO TXDOT 2014 STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS AND BRIDGES, ITEM 247, FLEXIBLE BASE, TYPES A, B OR C, GRADES 1-2 THROUGH 5, AS AN ALTERNATE TO THESE FILL MATERIALS, SOILS CLASSIFIED AS GM, GC, SM, SC, CL, ML OR COMBINATIONS THEREOF MAY BE USED. HOWEVER, THE ALTERNATES SHALL HAVE A LIQUID LIMIT LESS THAN 40 AND A PLASTICITY INDEX BETWEEN 5 AND 15.
8. FOR ADDITIONAL INFORMATION REFER TO THE GEOTECHNICAL ENGINEERING INVESTIGATION PREPARED BY O'CONNOR ENGINEERING & SCIENCE, INC. PROJECT OES-E5530001-01, DATED OCTOBER 16, 2019.
9. THE SOILS ENGINEER SHALL BE THE OWNER'S REPRESENTATIVE TO CONTROL THE PLACEMENT AND COMPACTED FILL. THE SOILS ENGINEER SHALL APPROVE THE SUBGRADE PREPARATION, FILL MATERIALS, METHODS OR PLACEMENT AND FINAL COMPACTION AND PROVIDE WRITTEN APPROVAL OF THE COMPLETE FILL PROCEDURE.
10. GENERAL CONTRACTORS SHALL PROVIDE FILL MATERIAL APPROVAL TESTING PLUS COMPACTION TEST REPORTS AS REQUIRED BY THE GEOTECHNICAL ENGINEER TO THE OWNER, ARCHITECT AND ENGINEER FOR RECORD AND COMPLIANCE.

IV. CONCRETE WORK

1. VERIFY ALL DIMENSIONS, COORDINATE WITH THE ARCHITECTURAL PLAN PRIOR TO CONSTRUCTION AND NOTIFY THE ARCHITECT AND/OR THE ENGINEER OF ANY DISCREPANCIES.
2. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE AMERICAN CONCRETE INSTITUTE SPECIFICATIONS, ACI 318 AND ACI 301.
3. ALL DETAILING, FABRICATION AND ERECTION OF REINFORCING BARS AND ALL ACCESSORIES UNLESS OTHERWISE NOTED, SHALL BE IN ACCORDANCE WITH THE ACI MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE, ACI 316 LATEST EDITION.
4. THE MINIMUM 28 DAY CYLINDER STRENGTH SHALL BE AS FOLLOWS:

CONCRETE TYPE	DESIGN STRENGTH	MAXIMUM SLUMP	MAXIMUM AGGREGEATE	MAXIMUM W/C RATIO AIR ENTR.	MAXIMUM W/C RATIO NO AIR ENTR.
GRADE BEAMS FOUNDATIONS	3000 PSI	4"	1 1/2"	0.5	0.6
SLAB ON GRADE TILT-UP WALLS	3000 PSI	4"	1"	0.4	0.6
RETAINING WALLS	3000 PSI	4"	1"	0.4	0.6

*ALL MIXES SHALL HAVE MINIMUM OF 5 SACKS OF CEMENT PER CUBIC YARD REGARDLESS OCH-F STRENGTH OBTAINED.

5. ALL REINFORCING BARS SHALL BE NEW BILLET STEEL AND SHALL CONFORM TO ASTM A-615 GRADE 60 SPECIFICATIONS.
6. ALL FIELD WORK TO BE PERFORMED AS PER ACI SP-15 FIELD REFERENCE MANUAL.
7. CONSTRUCTION JOINTS SHALL BE INSTALLED AS SHOWN AND DETAILED ON DRAWINGS OR AS APPROVED BY THE ENGINEER.
8. PROVIDE REBAR SUPPORTS AS REQUIRED TO MAINTAIN ALIGNMENT AND CLEAR COVER AS INDICATED ON DRAWINGS AND SPECIFICATIONS.
9. ALL CONDUIT AND PLUMBING LINES SHALL BE PLACED BELOW SLAB THICKNESS AS SHOWN ON DETAILS.
10. LAP SPLICES AND EMBEDMENT SHALL BE AS SHOWN ON DRAWINGS.
11. ALL VERTICAL PENETRATIONS ON SLABS FOR PIPING, CONDUIT,DRAINS, ETC. SHALL BE PROPERLY SEALED.
12. CONSTRUCTION JOINTS SHALL BE PLACED AS SHOWN ON DRAWINGS OR AS PERMITTED BY THE ENGINEER.
13. ALL WELDED REBAR WHERE PERMITTED BY THE ENGINEER SHALL BE A708 WELDABLE GRADE.
14. CONCRETE COVER UNLESS OTHERWISE NOTED SHALL BE AS FOLLOWS:
    - A. CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH 3 IN.
    - B. CONCRETE EXPOSED TO EARTH OR WEATHER 1½ IN.
    - C. CONCRETE NOT EXPOSED TO WEATHER OR IN CONTACT WITH GROUND:
      1. JOIST, SLABS, WALLS ¾ IN.
      2. BEAMS, COLUMNS PRIMARY REINF. 1½ IN.
      3. OTHER CASES ¾ IN.
15. FLOOR SLAB SHALL BE CASTED OVER A 15 MIL VAPOR RETARDER OVER SUBGRADE PREPARED AS PER THE GEOTHECHNICAL ENGINEER'S RECOMMENDATIONS. TAPE ALL PENETRATIONS AND TEARS WITH A COMPATIBLE WATERPROOF TAPE.

V. PRE-MANUFACTURED SUPERSTRUCTURE

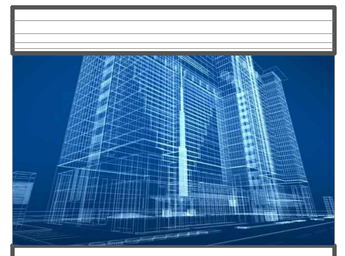
1. PRE-ENGINEERED METAL BUILDING SHALL BE DESIGNED IN ACCORDANCE TO AISC "SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS" LATEST EDITION AND SEALED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF TEXAS. THE METAL BUILDING MANUFACTURER MUST BE A MEMBER OF THE METAL BUILDING MANUFACTURER'S ASSOCIATION (MBMA).
2. THE METAL BUILDING AND COMPONENTS SHALL BE DESIGNED TO CARRY ITS OWN WEIGHT PLUS SUPERIMPOSED DEAD AND LIVE LOADS AS PER APPLICABLE BUILDING CODE HEREIN CALLED, INCLUDING ALL MECHANICAL, ELECTRICAL AND ARCHITECTURAL LOADS. MANUFACTURER MUST VERIFY ALL SPECIAL LOADS ON DRAWINGS.
3. VERIFY ALL DIMENSIONS AND SITE CONDITIONS PRIOR TO DESIGN, FABRICATION OR ERECTION OF PRE-ENGINEERED BUILDING(S).
4. THE FOUNDATION HAS BEEN DESIGNED USING ASSUMED REACTIONS FOR THE PRE-ENGINEERED BUILDING COMPONENTS AND IS FOR BID PURPOSES ONLY. THE CONTRACTOR SHALL SUBMIT CONNECTION DETAILS (SIZE AND THICKNESS OF BASE PLATE AND DIAMETER AND LENGTH OF ANCHOR BOLTS) AND REACTIONS OF THE BUILDING FRAMES TO THE ENGINEER OF RECORD PRIOR TO CONSTRUCTION SO THE DESIGNED ASSUMPTIONS CAN BE VERIFIED. ANY ADDITIONAL COST OF FOUNDATION WORK REQUIRED BY ANY REVISION OF THE FOUNDATION DESIGN AFTER THE PRE-ENGINEERED BUILDING REACTIONS ARE SUPPLIED SHALL BE BY OTHERS.
5. PRE-ENGINEERED METAL BUILDING SUPPLIER SHALL PROVIDE AND SUBMIT FOR REVIEW ALL DESIGN CALCULATIONS AND COMPLETE ERECTION AND SHOP DRAWINGS. THESE DRAWINGS WILL SHOW ANCHOR BOLT SETTING, TRAVERSE CROSS SECTIONS, SIDEWALLS, WINDGIRTS, BRACING ENDWALLS, ROOF FRAMING, FLASHING, SHEETING AND ALL ACCESSORY INSTALLATION DETAILS.
6. MAXIMUM ALLOWED DEFLECTIONS SHALL BE:
   - A. VERTICAL DEFLECTIONS FOR:
     - PURLINS AND RAFTERS ROOF LIVE LOAD:
       - SUPPORTING METAL ROOF ONLY l/150
       - SUPPORTING CEILING TILES l/240
       - SUPPORTING PLASTER CEILINGS l/360
     - WALL PANELS FOR WIND PRESSURE l/120
     - GIRTS FOR WIND PRESSURE l/120
     - FRAME FOR WIND PRESSURE l/90
   - B. HORIZONTAL DEFLECTIONS FOR:
7. PRIMARY STEEL FRAMING MEMBERS SHALL CONFORM TO ASTM A36 OR A572, GRADE 50 OR 55.
8. SECONDARY FRAMING STEEL MEMBERS SHALLL CONFORM TO ASTM A 1011, GRADE 55.
9. PRIMARY FRAMING MEMBERS SHALL BE SHOP FABRICATED FOR FIELD BOLTED ASSEMBLY. ALL SHOP CONNECTIONS SHALL BE IN ACCORDANCE TO AMERICAN WELDING SOCIETY (AWS) CODE FOR BUILDING CONSTRUCTION. SECONDARY FRAMING MEMBERS,PURLINS AND GIRTS SHALL BE PRE-PUNCHED TO BE FIELD BOLTED.
10. ALL STRUCTURAL FRAMING BOLTS SHALL BE ASTM A325 AS REQUIRED BY DESIGN.
11. OVERHEAD DOORS AND DOOR OPENING FRAMING SHALL BE DESIGNED TO RESIST THE APPLICABLE HORIZONTAL WIND LOADS.
12. GRAVITY RIDGE VENTILATORS (IF APPLICABLE) SHALL BE MANUFACTURED FROM GALVANIZED STEEL AND EQUIPPED WITH BIRD SCREENS AND RIVETED! END CAPS.
13. SKYLIGHT PANELS (IF APPLICABLE) SHALL BE TRANSLUCENT FIBERGLASS REINFORCED, GEL COATED, POLYESTER PANELS MADE IN THE SAME CONFIGURATION AS THE METAL PANELS.
14. INSULATION SHALL BE FIBERGLASS BLANKET IN 2", 4" OR 6" THICKNESS AS PER THE ARCHITECT'S SPECIFICATIONS.
15. ALL WALL AND DOOR OPENINGS FRAMING SHALL BE PART OF THE PEMB MANUFACTURER'S DESIGN AND FABRICATION SUPPLY.
16. THE TILT-UP WALL PANELS ARE CAPABLE TO SUPPORT PEMB GRAVITY LOADS, NO MOMENT CONNECTIONS ARE ALLOWED TO BE TRANSFERRED TO THE WALL PANELS.
17. ERECTION AND INSTALLATION OF ACCESSORIES SHALL BE PERFORMED IN ACCORDANCE TO THE METAL BUILDING MAUFACTURER'S ASSOCIATION CURRENT EDITION MANUAL.
18. PROVIDE A COLLATERAL DEAD LOAD OF 5 PSF AT WAREHOUSE AREAS AND 10 PSF AT OFFICE AREAS.

VI. METAL DECK

1. SHEET STEEL FOR COLD ROLLED PLUS PAINTED DECK SHALL CONFORM ASTM A1008 WITH A MINIMUM YIELD STRENGTH OF 33 KSI.
2. PAINTED DECK SHALL HAVE A SHOP COAT OF PRIMER APPLIED TO STEEL SHEET CONFORMING TO ASTM A1008.
3. ALL DECK PANELS AND ACCESSORIES SHALL BE INSTALLED ACCORDING TO SDI MANUAL OF CONSTRUCTION.
4. DECK ENDS OVER SUPPORTS SHALL HAVE A MINIMUM END BEARING OF 1 1/2". SPLICES AND LAPPED JOINTS SHALL BE EXECUTE ACCORDING SDI SPECIFICATIONS.
5. DECK UNITS SHALL BE ANCHORED TO STEEL SUPPORTING MEMBERS INCLUDING PERIMETER SUPPORT STEEL AND/OR BEARING WALLS BY ARC SPOT WELDS OF EQUAL STRENGTH OR BY MEANS OF MECHANICAL FASTENERS. ALL WELDING OF DECK SHALL BE IN ACCORDANCE WITH ANSI/AWS D1.3 STRUCTURAL WELDING CODE FOR STEEL SHEET MECHANICAL FASTENERS EITHER POWDER ACTUATED PNEUMATICALLY DRIVEN OR SCREWS ARE ACCEPTABLE. SIDE LAPS AND PERIMETER EDGES SHALL BE FASTENED AT INTERVALS NOT EXCEEDING 36 INCHES ON CENTER USING THE FOLLOWING METHODS:
   - A. #10 SELF DRILLING SCREWS.
   - B. CRIMP OF BOTTOM PUNCH.
   - C. ARC PUDDLE WELDS 5/8" MINIMUM VISIBLE DIAMETER.
6. FOR ALL NOT COVERED ISSUES TO REFER TO SDI STANDARD PRACTICE DETAILS AND ATTACHMENT NC2.

VII. STRUCTURAL OBSERVATIONS

1. JOB SITE OBSERVATION BY THE PROFESSIONAL ENGINEER OR HIS AUTHORIZED REPRESENTATIVE SHALL CONSIST OF VISUAL OBSERVATIONS OF MATERIALS, EQUIPMENT OR CONSTRUCTION WORK FOR THE PURPOSE OF ASCERTAINING THAT THE WORK IS IN SUBSTANTIAL CONFORMANCE WITH THE CONTRACTOR DOCUMENTS AND WITH THE DESIGN INTENT. SUCH OBSERVATIONS SHALL NOT BE RELIED UPON BY OTHERS AS ACCEPTANCE OF THE WORK, NOR SHALL IT BE CONSTRUED TO RELIEVE THE CONTRACTOR IN ANY WAY FROM HIS OBLIGATIONS AND RESPONSIBILITIES.
2. UNDER THE CONSTRUCTION CONTRACT. SPECIFICALLY BUT WITHOUT LIMITATION, OBSERVATIONS BY THE DESIGN PROFESSIONAL TO ASSUME RESPONSIBILITY FOR THE MEANS OR THE METHODS OF CONSTRUCTION, NOR FOR SAFETY ON THE JOBSITE.
3. JOBSITE OBSERVATION SHALL BE PERFORMED ON A PERIODIC BASIS AT THE STRUCTURAL ENGINEER'S DISCRETION, AND IS NOT INTENDED TO BE CONTINUOUS OR TO BE OF AN EXHAUSTIVE OR AN COMPREHENSIVE NATURE UNLESS OTHERWISE AGREED UPON IN WRITING WITH THE CLIENT AND SHALL BE TREATED AS ADDITIONAL SERVICES.
4. ALL STRUCTURAL OBSERVATION REQUESTS SHALL BE REQUESTED AT LEAST 48 HOURS PRIOR TO OBSERVATIONS. RETURN TRIPS NECESSITATED FOR OBSERVATIONS NON-COMPLYING WORK WILL BE CHARGED DIRECTLY TO GENERAL CONTRACTOR BY SIERRA CONSULTANTS, INC. THIS SHALL INCLUDE TRIP CHARGES FOR SCHEDULE OBSERVATIONS WHEN THE GENERAL CONTRACTORS IS NOT READY WITH SCHEDULED WORK.



SIERRA CONSULTANTS

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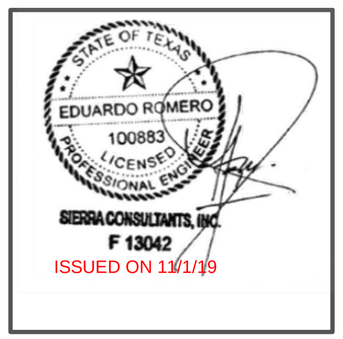

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PROJECT: RANCH STORE

LOCATION: LAREDO, TX

PLAN NAME: GENERAL NOTES

REV#:	DESCRIPTION:	DATED:

PROJECT: L 19-041

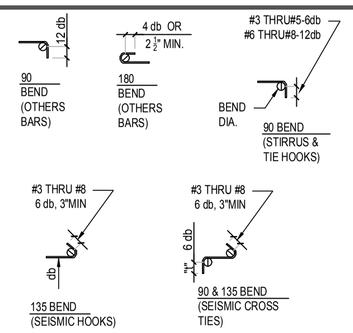
DATE: 10/31/19

SCALE: XXX:1'-0"

DRAWN: ER

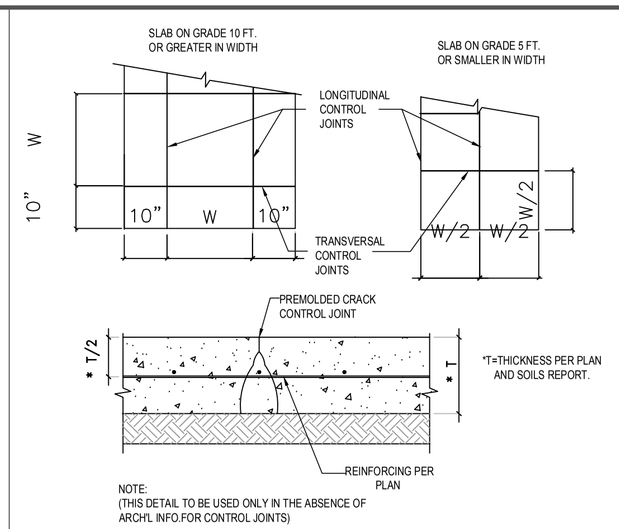
REVISED: ER

SHEET: S1.1



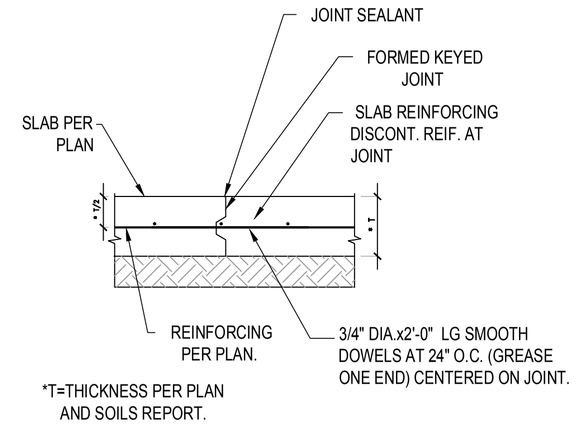
BEND DIAMETERS	
STIRRUS & TIES	4 db FOR #3 THRU #5 BARS
	6 db FOR #6 THRU #8 BARS
ALL OTHERS	6 db FOR #3 THRU #8 BARS
	8 db FOR #9 THRU #11 BARS
	10db FOR #14 THRU #18 BARS

1 STANDARD HOOKS SCHEDULE



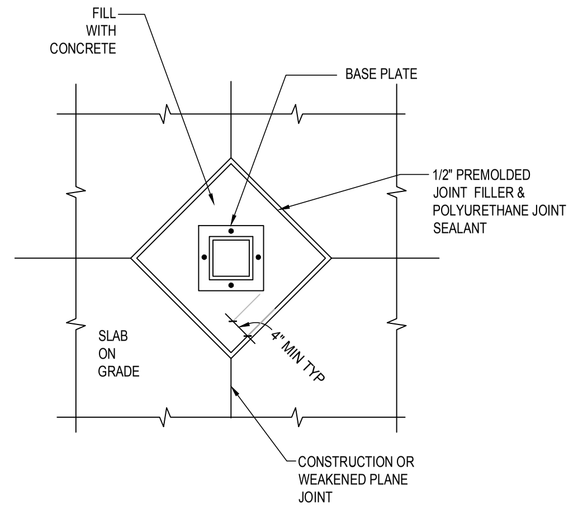
NOTE:
(THIS DETAIL TO BE USED ONLY IN THE ABSENCE OF ARCH'L INFO.FOR CONTROL JOINTS)

2 SLAB CONTROL JOINTS



*T=THICKNESS PER PLAN AND SOILS REPORT.

3 SLAB CONSTRUCTION JOINTS

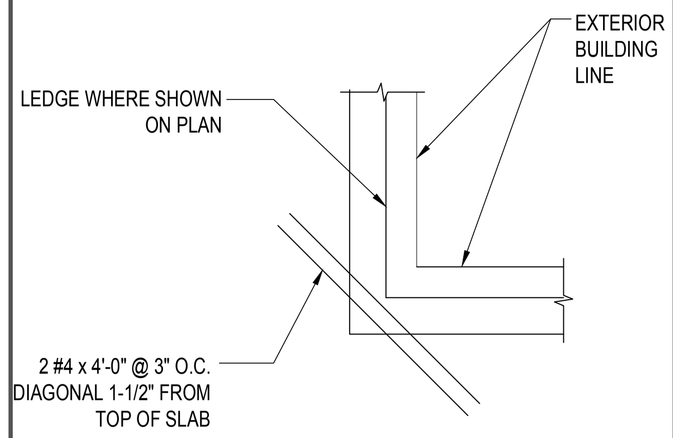


4 COLUMN ISOLATION JOINTS

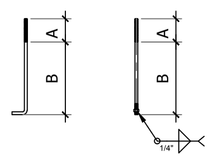
REBAR TENSION LAP SPLICES
Fy=60,000 PSI f'c= 3000 PSI

BAR SIZE	BAR DIA. (IN.)	CLASS A LAP (IN.)				CLASS B LAP (IN.)			
		TOP BAR		OTHER BARS		TOP BAR		OTHER BARS	
		CASE 1	CASE 2	CASE 1	CASE 2	CASE 1	CASE 2	CASE1	CASE 2
#3	⅜	22	32	16	26	28	42	22	32
#4	½	30	44	22	34	38	56	28	44
#5	⅝	36	54	28	42	46	70	36	54
#6	¾	44	64	34	50	56	84	44	64
#7	⅞	62	94	48	72	82	122	62	94
#8	1	72	108	56	82	94	138	72	108
#9	1-⅛	80	120	62	92	104	156	80	120
#10	1-¼	90	134	68	104	116	174	90	134
#11	1-⅜	98	148	76	114	128	192	98	148

APPLICABLE NOTES:
1. THE TABLE PROVIDES DEVELOPMENT LENGTHS AND LAP SPLICES FOR DEFORMED BARS IN TENSION AS PER ACI 318 SECTION 12.2.2.
2. LAP SPLICES OF DEFORMED BARS IN TENSION SHALL BE CLASS B SPLICES EXCEPT THAT CLASS A SPLICES ARE ALLOWED WHEN:
   a. THE AREA OF REINFORCEMENT PROVIDED IS AT LEAST TWICE THAT REQUIRED OVER THE ENTIRE LENGTH OF THE SPLICE, AND
   b. ONE-HALF OR LESS OF THE TOTAL REINFORCEMENT IS SPLICED WITHIN THE REQUIRED LAP LENGTH.
3. CASE 1 LENGTHS APPLY FOR CLEAR SPACING OF BARS BEING DEVELOPED OR SPLICED NOT LESS THAN THE BAR DIAMETER, CLEAR COVER NOT LESS THAN BAR DIAMETER AND STIRRUPS OR TIES THROUGHOUT THE LENGTH NOT LESS THAN THE CODE MINIMUM OR CLEAR SPACING OF BARS BEING DEVELOPED OR SPLICED NOT LESS THAN 2 TIMES BAR DIAMETER AND CLEAR COVER NOT LESS THAN BAR DIAMETER.
4. CASE 2 LENGTHS APPLY TO ALL OTHER CASES NOT CLASSIFIED AS CASE 1.
5. TOP BAR REINFORCEMENT IS WHERE HORIZONTAL REINFORCEMENT IS PLACED SUCH THAT MORE THAN 12 INCHES OF CONCRETE IS CAST BELOW THE DEVELOPMENT LENGTH OR SPLICE.
6. MULTIPLY LENGTHS BY 0.86 FOR 4000 PSI CONCRETE.
7. MULTIPLY LENGTHS BY 0.77 FOR 5000 PSI CONCRETE.
8. MULTIPLY LENGTHS BY 1.5 FOR EPOXY COATED BARS WITH COVER LESS THAN 3 BAR DIAMETERS OR CLEAR SPACING LESS THAN 6 BAR DIAMETERS. FOR ALL OTHER EPOXY COATED BARS MULTIPLY LENGTHS BY 1.2.



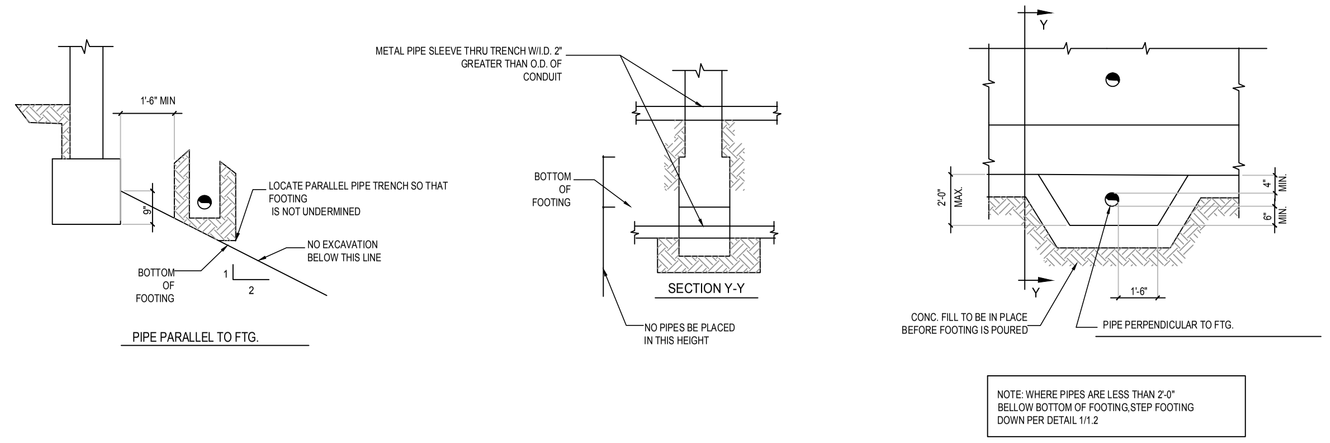
5 SLAB DETAIL AT INSIDE CORNERS



ANCHOR ROD SCHEDULE			
ROD Ø	A	B	NOTES
3/4 "	2½ "	16"	
1 "	2½ "	18"	
1¼ "	2½ "	24"	

6 ANCHOR BOLTS SCHEDULE

NOT USED



NOTE: WHERE PIPES ARE LESS THAN 2'-0" BELLOW BOTTOM OF FOOTING,STEP FOOTING DOWN PER DETAIL 1/1.2

PIPE SLEEVES AT FOOTINGS

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EDUARDO ROMERO
100883
LICENSED
PROFESSIONAL ENGINEER
SIERRA CONSULTANTS, INC.
F 13042
ISSUED ON 11/1/19

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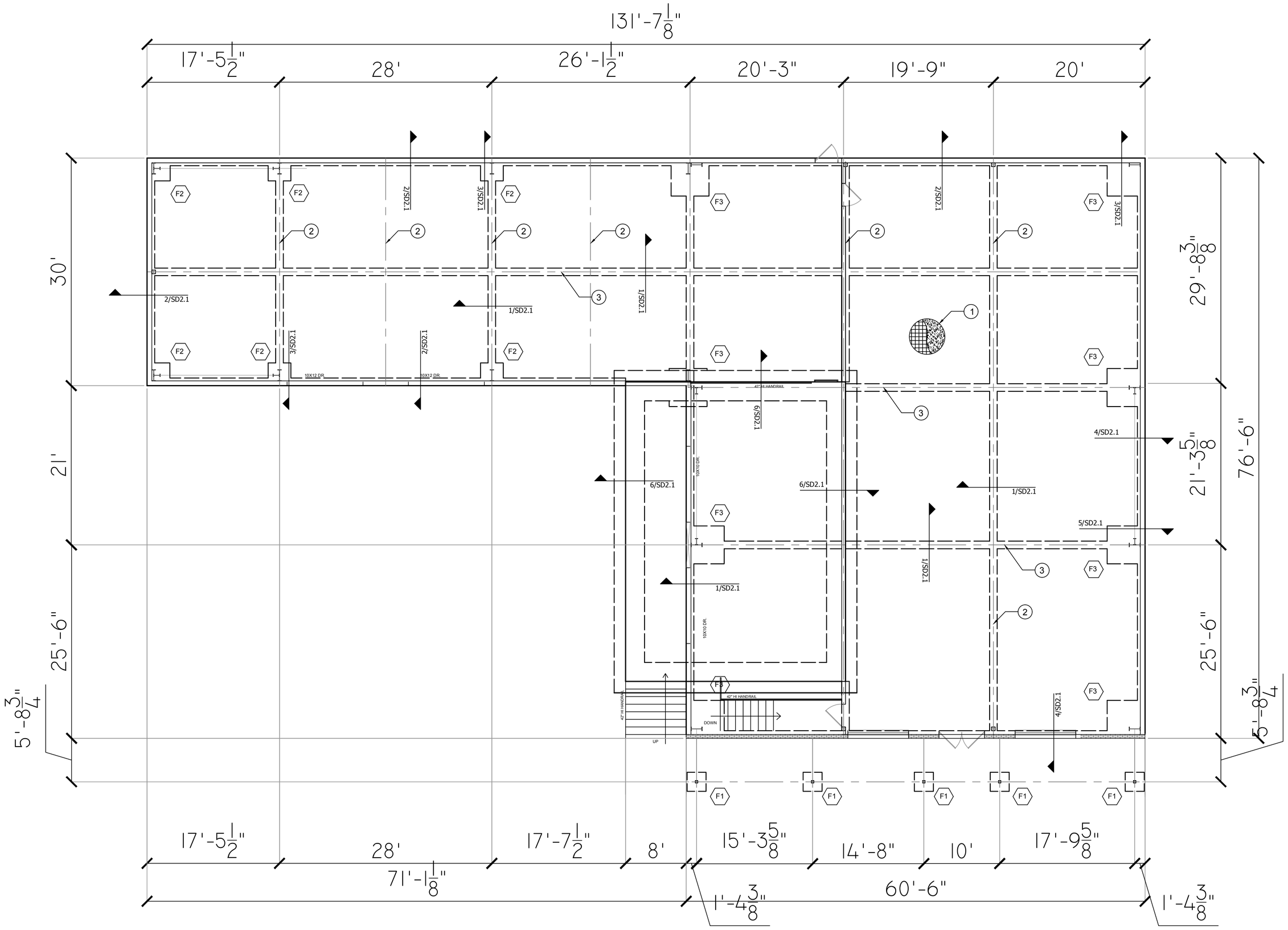
PROJECT: RANCH STORE
LOCATION: LAREDO, TX
PLAN NAME: STEEL FRAMING DETAILS

REV#:	DESCRIPTION:	DATED:

PROJECT: L 19-041
SHEET: S1.2
DATE: 10/31/19
SCALE: XX":1'-0"
DRAWN: ER
REVISED: ER



1 FOUNDATION PLAN

SCALE 1/8": 1'-0"

FOUNDATION NOTES:

1. SEE SHEET S1.1 FOR GENERAL NOTES.
2. SEE SHEET SD2.1 FOR TYPICAL DETAILS.
3. CONTRACTOR IS RESPONSIBLE FOR LOCATION OF ALL FLOOR DRAINS WEATHER OR NOT THEY ARE NOTED ON THE STRUCTURAL NOTES OR PLANS.
4. DIMENSIONS SHOWN ARE FOR GENERAL INFORMATION. COORDINATE WITH ARCHITECTURAL PLANS. CONTRACTOR/ SUBCONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL DIMENSIONS WITH ARCHITECTURAL PLANS BEFORE COMMENCING ANY RELATED WORK. CONTRACTOR/ SUBCONTRACTOR SHALL REPORT ANY DISCREPANCIES TO ARCHITECT/ENGINEER BEFORE WORK COMMENCES
5. ABREVIATIONS:
   - CLC = CENTER LINE OF COLUMN
   - FOW = FACE OF WALL
   - CLW = CENTER LINE OF WALL
   - CLB = CENTER LINE OF BEAM
   - FFE = FINISH FLOOR ELEVATION
6. ALL ELEVATIONS REFRENCED HEREIN ARE FROM THE BUILDING FINISHED FLOOR ELEVATIONOF 0'-0". REFER TO CIVIL PLANS FOR FINAL BUILDING ELEVATION.

FOUNDATION KEYED NOTES:

1. 6 1/2 " CONCRETE SLAB, REINFORCED WITH #4 @ 16" O.C. EACH WAY CENTERED IN CONCRETE SLAB THICKNESS OVER AN APPROVED ENGINEERED COMPACTED FILL. USE A 10 MIL VAPOR BARRIER AS LISTED ON ASTM E 1745 WITH A PERMANENCE LESS THAN 0.3 U.S. PERMS AS TESTED BY ASTM E 96.
2. SLAB CONTRACTION JOINT AS PER S1.2.
3. SLAB EXPANSION JOINT AS PER SD2.1

BEAM AND SLAB SCHEDULE						
BEAM WIDTH	BEAM DEPTH	REINF.	STIRRUPS	SLAB THICKNESS	SLAB REINF.	BEAM LOCATION
12"	32"	2-#6 TOP 2-#6 BOTTOM	#3 @ 16" O.C.	5"	#4 @ 16" OC. BOTH WAYS	

SOIL DATA:

1. THIS FOUNDATION HAS BEEN DESIGNED UTILIZING SOIL TEST REPORT BY O'CONNOR ENGINEERING & TESTING, INC., DATED OCTOBER, 16 2019.

   SOIL CLASSIFICATION: SILTY CLAY (CL)

   PLASTICITY INDEX 22

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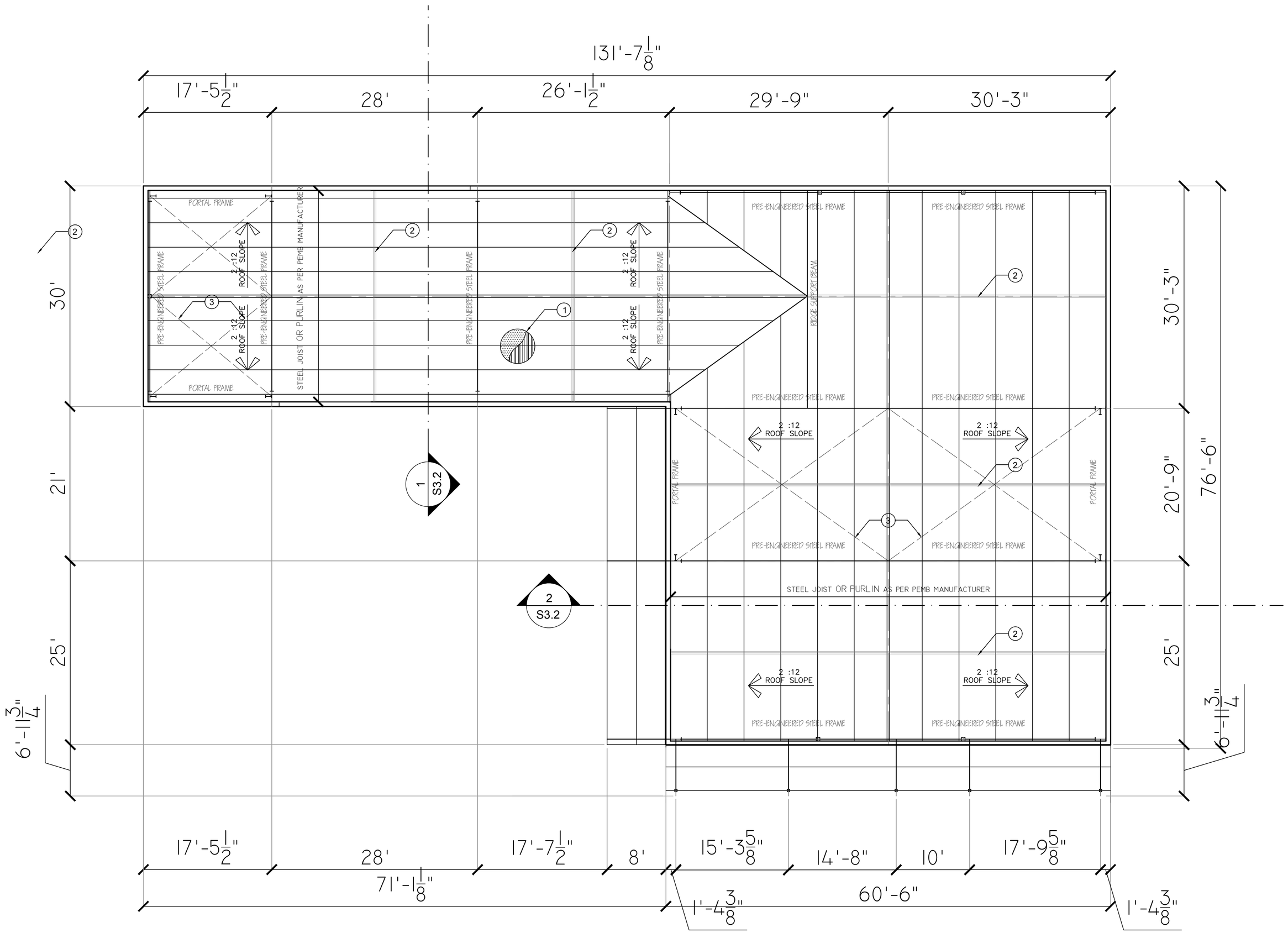
PROJECT: RANCH STORE
LAREDO, TX
PLAN NAME: FOUNDATION PLAN

REV#:	DESCRIPTION:	DATED:

PROJECT: L 19-041		SHEET: S2.1
DATE: 10/31/19	SCALE: 1/16":1'-0"	
DRAWN: ER	REVISED: ER	



1 ROOF FRAMING PLAN

SCALE 1/8": 1'-0"

ROOF FRAMING NOTES:

1. SEE SHEET S1.1 FOR GENERAL NOTES.
2. NOT USED.
3. DIMENSIONS SHOWN ARE FOR GENERAL INFORMATION, COORDINATE WITH ARCHITECTURAL PLANS. CONTRACTOR/SUBCONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL DIMENSIONS WITH ARCHITECTURAL PLANS BEFORE COMMENCING ANY RELATED WORK. CONTRACTOR/SUBCONTRACTOR SHALL REPORT ANY DISCREPANCIES TO DESIGNER/ENGINEER BEFORE WORK COMMENCES.
4. WALL LEGEND:
   - INDICATES EXTERIOR WALL
   - INDICATES INTERIOR WALL
5. ABBREVIATIONS:
   - CLC = CENTER LINE OF COLUMN
   - FOW = FACE OF WALL
   - CLW = CENTER LINE OF WALL
   - CLB = CENTER LINE OF BEAM
   - FFE = FINISH FLOOR ELEVATION
6. ALL ELEVATIONS REFERENCED HEREIN ARE FROM THE BUILDING FINISHED FLOOR ELEVATION 0'-0". IN LACK OF A SITE PLAN THE GENERAL CONTRACTOR SHALL VERIFY EXISTING PAD ELEVATIONS FOR FINAL SLAB ELEVATION.
7. ALL WELDS NOT CALLED OR INDICATED ON DETAILS SHALL BE 3/16" FILLETS.

KEYED STEEL FRAMING NOTES:

1. 24 GA. STANDING SEAMED METAL ROOF SYSTEM W/BATT INSULATION UNDERNEATH. ANCHORS AND HARDWARE AS PER MANUFACTURER'S SPECIFICATIONS.
2. PURLIN BRIDGING AS PER THE PEMB SPECIFICATIONS.
3. ROOF BRACING AS PER PEMB MANUFACTURER

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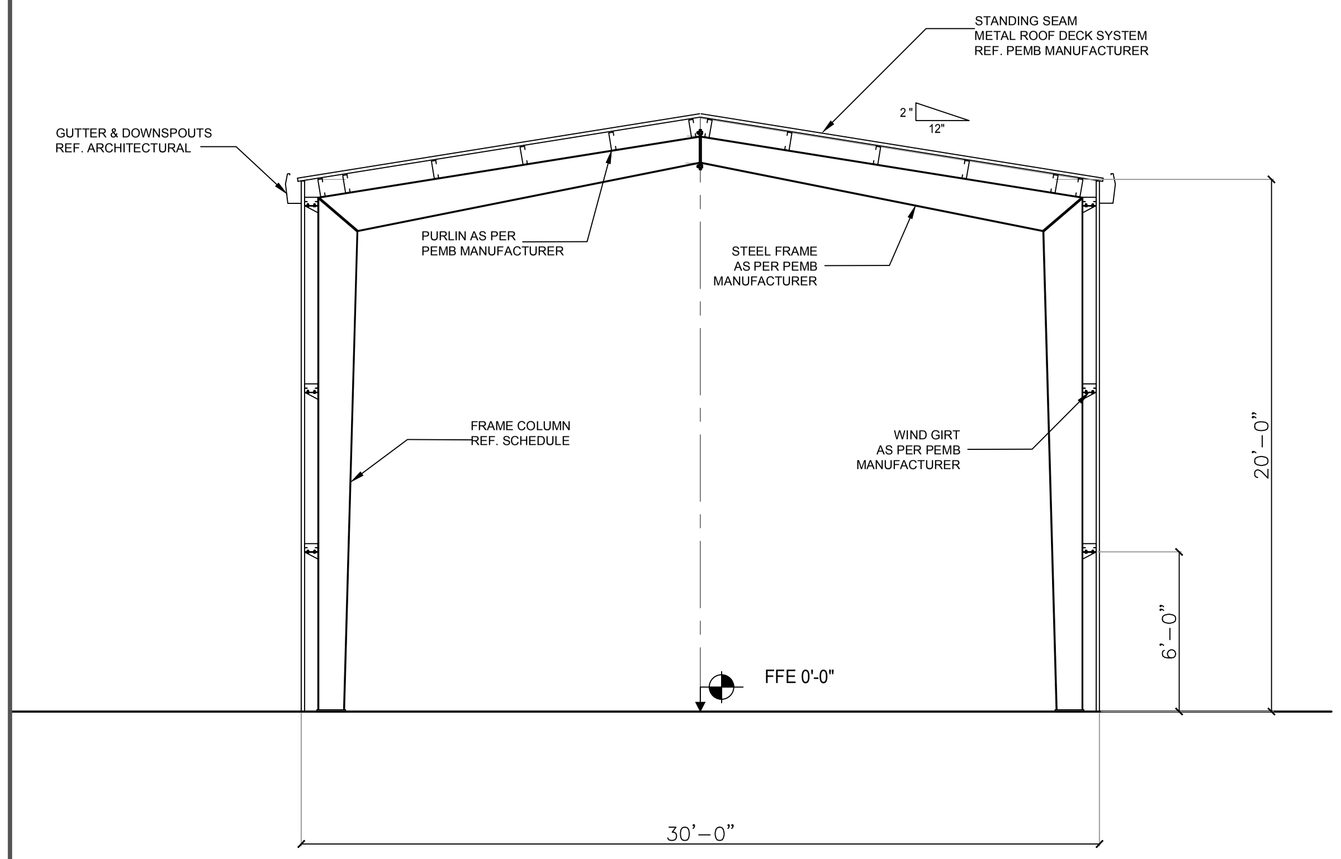
PROJECT: RANCH STORE

LAREDO, TX

PLAN NAME: ROOF FRAMING PLAN

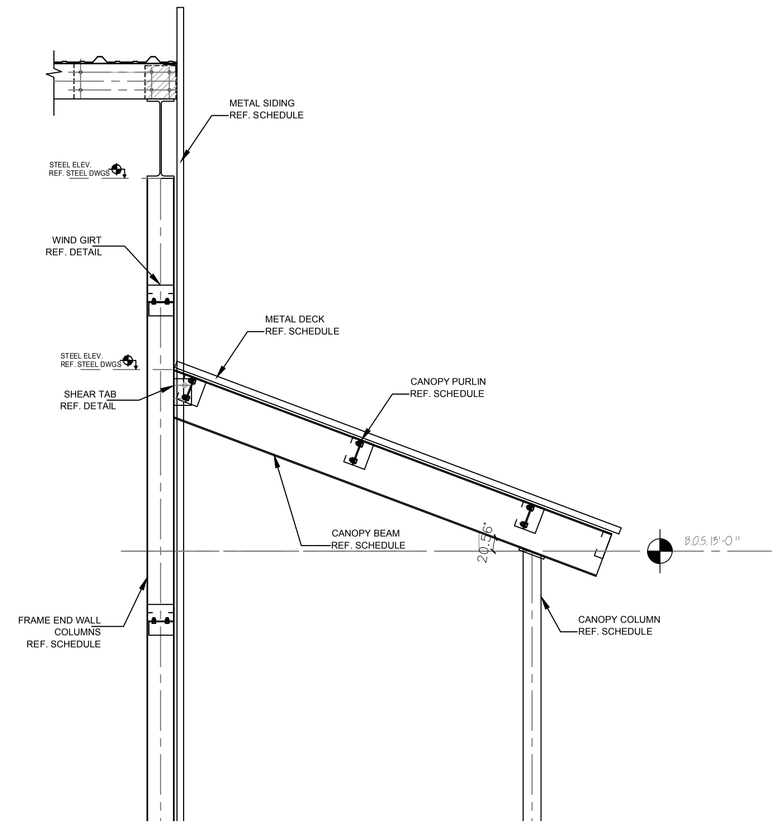
REV#:	DESCRIPTION:	DATED:

PROJECT: L 19-041		SHEET: S3.1
DATE: 10/31/19	SCALE: 3/16":1'-0"	
DRAWN: ER	REVISED: ER	



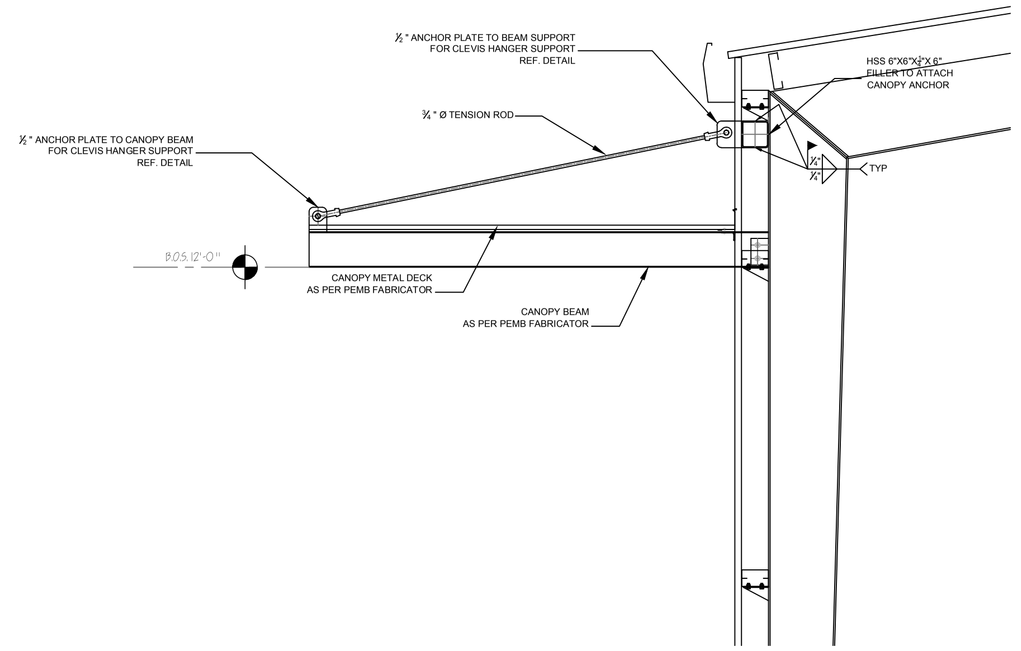
1 BUILDING SECTION

SCALE $\frac{1}{4}$ ": 1'-0"



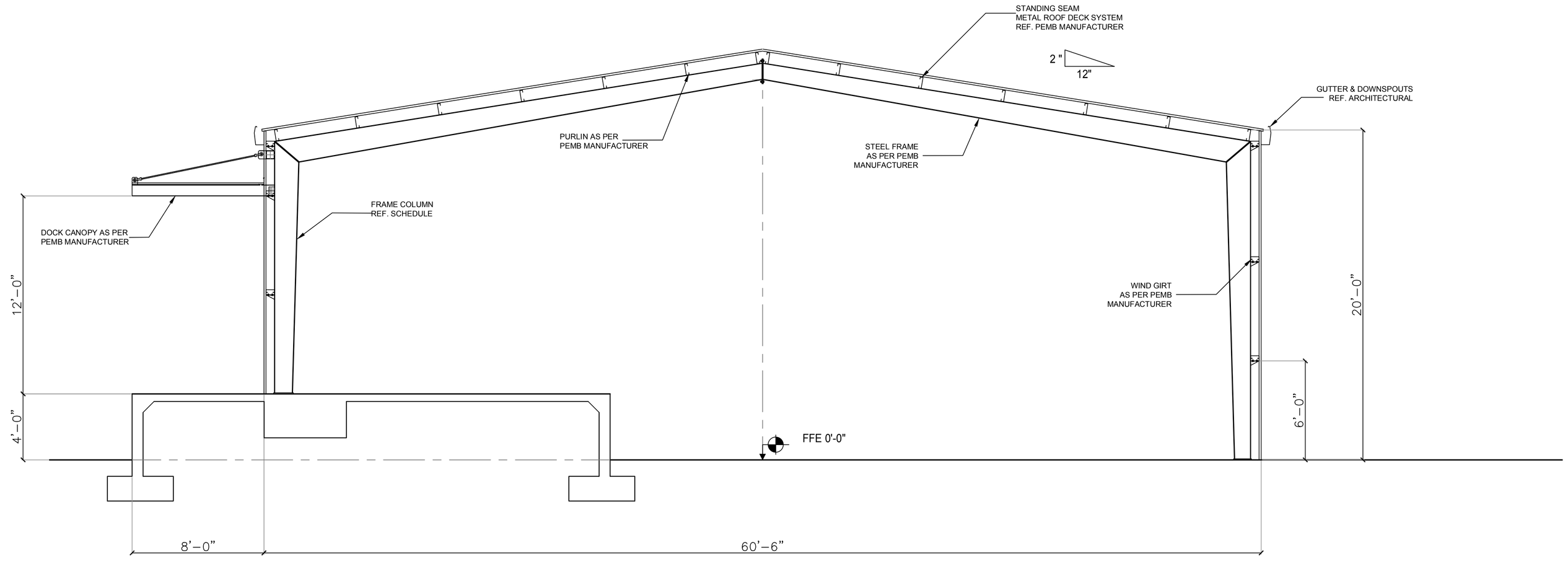
3 ENTRANCE CANOPY DETAIL

SCALE $\frac{1}{2}$ ": 1'-0"



4 DOCK CANOPY DETAIL

SCALE $\frac{1}{2}$ ": 1'-0"



2 BUILDING SECTION

SCALE $\frac{1}{4}$ ": 1'-0"

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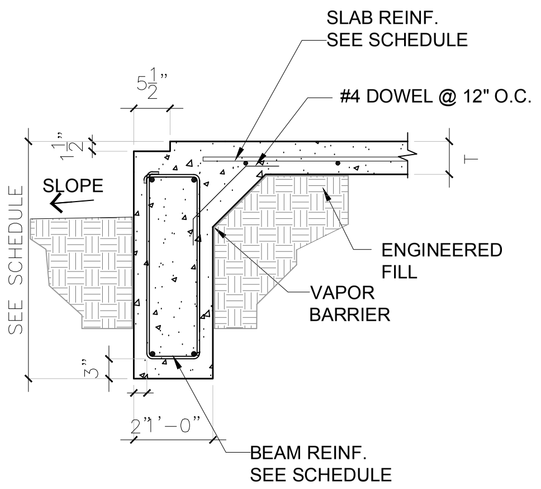
PROJECT: RANCH STORE

LAREDO, TX

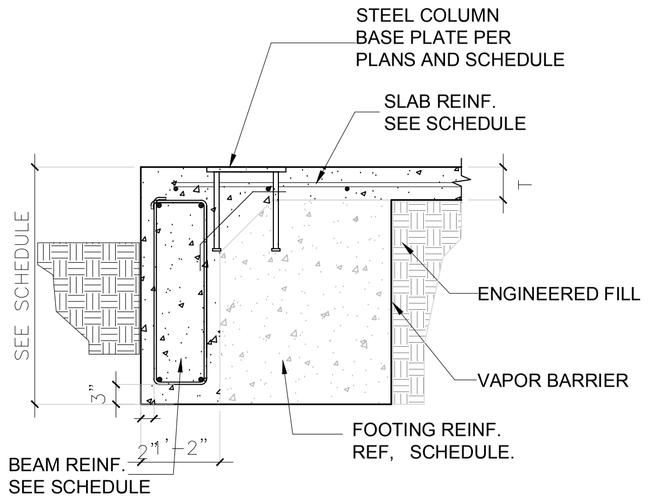
PLAN NAME: BUILDING SEECTIONS

REV#:	DESCRIPTION:	DATED:

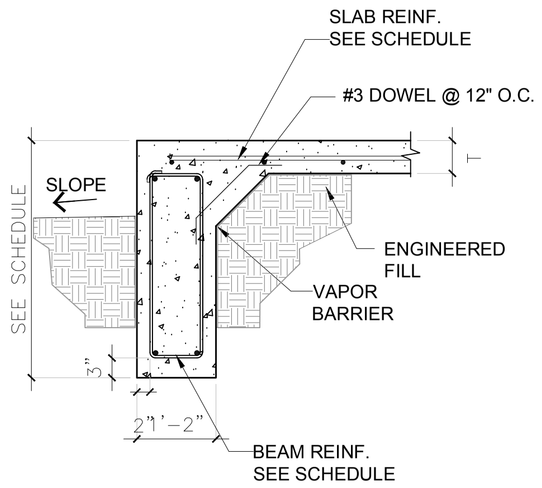
PROJECT: L 19-041		SHEET: S3.2
DATE: 10/31/19	SCALE: 3/16":1'-0"	
DRAWN: ER	REVISED: ER	



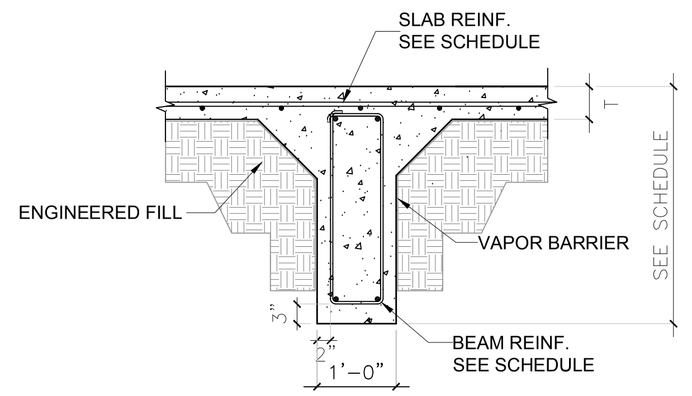
4 EXTERIOR BEAM DETAIL



3 EXTERIOR BEAM & FOOTING DETAIL



2 EXTERIOR BEAM DETAIL



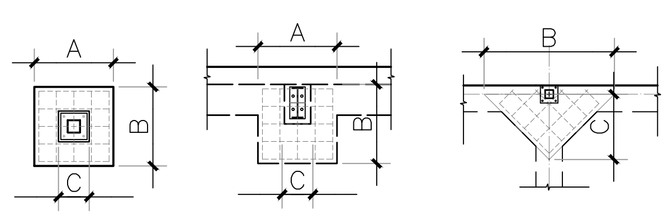
1 INTERIOR BEAM DETAIL

7 ISOLATED FOOTING DETAIL

6 RETAINING WALL DETAIL

5 EXTERIOR BEAM & FOOTING DETAIL

FOOTING SCHEDULE					
TYPE	A	B	C	D	REINFORCING
T1		4'-0"	2'-0"	3'-0"	4-#5TOP & BOT EW
T2		4'-0"	2'-0"	3'-0"	4-#5 TOP & BOT EW
C1		3'-0"	3'-0"	2'-8"	3-#5 TOP & BOT EW
C2		5'-0"	5'-0"	3'-0"	3-#5 TOP & BOT EW
F1	2'-6"	2'-6"		1'-6"	3-#5 TOP & BOT EW
F2	3'-0"	3'-0"		2'-8"	3-#6 TOP & BOT EW
F3	5'-0"	5'-0"		2'-8"	5-#6 TOP & BOT EW



FOOTING SCHEDULE

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PROJECT: RANCH STORE
LOCATION: LAREDO, TX
PLAN NAME: FOUNDATION DETAILS

REV#:	DESCRIPTION:	DATED:

PROJECT: L 19-041
SHEET: SD2.1
DATE: 10/31/19
SCALE: XX":1'-0"
DRAWN: ER
REVISED: ER

RESOLUTION NO. 2022-R-166

AUTHORIZING AND APPROVING A FEE WAIVER AND A TAX ABATEMENT AGREEMENT BETWEEN THE CITY OF LAREDO AND GAGE & ORTEGA PROPERTIES, LTD. FOR A PROPOSED PROJECT LOCATED AT 2201 LAREDO STREET , LOT 1 AND LOT 2, BLOCK 1278, EASTERN DIVISION THAT CONSISTS OF NEW CONSTRUCTION , IN ACCORDANCE WITH AUTHORIZED GUIDELINES AND CRITERIA ESTABLISHED FOR THE NEIGHBORHOOD EMPOWERMENT ZONE (NEZ). THIS AGREEMENT WILL BE FOR A TEN (10) YEAR PERIOD AND WILL ABATE TAXES ON NEW IMPROVEMENTS FOR THE PURPOSE OF ECONOMIC DEVELOPMENT. THE PROJECT HAS AN ESTIMATED CAPITAL INVESTMENT TOTAL OF $449,004.90, ESTIMATED ANNUAL TAX ABATEMENT TOTAL OF $2,763.04 AND ESTIMATED TOTAL FEE WAIVERS OF $4,760.50. GUIDELINES AND CRITERIA FOR THE AGREEMENT ARE SET FORTH IN THE ATTACHED AGREEMENT AND INFORMATION.

WHEREAS, the City of Laredo has previously approved Resolution No. 2013-R-023, creating the Neighborhood Empowerment Zone (NEZ) which outlined potential incentives for projects located within the NEZ and the guidelines for approval process.

WHEREAS, GAGE & ORTEGA PROPERTIES, LTD. is proposing a project located at 2201 LAREDO STREET , LOT 1 AND LOT 2, BLOCK 1278, EASTERN DIVISION, located within the NEZ ONE (1), that meets the required criteria;

WHEREAS, the project is eligible for fee waivers and tax abatement;

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Laredo that:

The project located at 2201 LAREDO STREET is hereby approved for fee waivers which will approximately total $4,760.50 and tax abatement which will approximately total $2,763.04 annually, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR on this ____ day of _____, 2022.

BY: _____

PETE SAENZ, JR

MAYOR

ATTEST:

_____

JOSE A. VALDEZ, JR

CITY SECRETARY

APPROVED AS TO FORM:

_____

David Walter

CITY ATTORNEY

TAX ABATEMENT AND INCENTIVE AGREEMENT
FOR PROPERTY IN A NEIGHBORHOOD EMPOWERMENT ZONE

This Agreement is made and entered into by and between GAGE & ORTEGA PROPERTIES, duly authorized to transact business in Texas, and the City of Laredo, a Municipal Corporation and a home-rule city in Webb County, Texas, (the "City"), pursuant to the authority of Chapters 318 and 378 of the Texas Local Government Code, and shall be effective when duly executed by signature of the authorized representative for each party hereto.

RECITALS

WHEREAS, the City of Laredo, pursuant to the provisions of Chapter 312 of the Texas Tax Code and Chapter 378 of the Texas Local Government Code Has Created a Neighborhood Empowerment Zone, thereby making the area eligible as a reinvestment zone for tax abatement and other incentives;

WHEREAS, the Neighborhood Empowerment Zone ("Zone") was created by the City of Laredo on and is fully described in Resolution No. 2013-R-023;

WHEREAS, the owner of the land located within said Neighborhood Empowerment Zone and municipally known and numbered as 2201 LAREDO STREET, ("Property") which Exhibit "A" attached her to and incorporated herein by reference for all purposes; and

WHEREAS, the City desires to promote and encourage the development of the community and the expansion and growth of the Property;

NOW THEREFORE, For and in consideration of the mutual covenants and agreements herein contained the City and the Owner have agreed as follows:

I. TERM

This agreement shall be for a period of Ten (10) years becoming effective on January 1st of the year following the year in which a Certificate of Occupancy is issued.

II. OWNER COVENANTS

A. Project

Owner shall cause to be constructed a new project located, at the Property that consists of two COMMERCIAL with an estimated value of at least $449,004.90. Owner agrees to limit the use of the property described herein for the COMMERCIAL use as that term is defined in the Zoning Ordinance of the City of Laredo.

B. Completion Date

Owner certifies that the Residential project construction will be completed within one year from issuance and receipt of the building permit, unless delayed because of the force majeure, in which case the one year shall be extended by the number of days comprising the specific force majeure.

For purposes of this Agreement, force majeure shall mean an event beyond Owner's reasonable control as determined by the City of Laredo in its sole discretion, which shall not be unreasonable withheld, including, without limitation, delays caused by adverse weather, delays in receipt of any required permits or approvals from any governmental authority, acts of God, or fires. Force majeure shall not include construction delays caused due to purely financial matters, such as, without limitation, delays in obtaining of adequate financing.

C. Use of Property

Owner covenants that the project shall be new construction in a manner that is consistent with the general purposes of encouraging development or redevelopment in the Zone and the Property shall be continuously used as a Residential Development. The project shall be in full compliance with all applicable City of Laredo codes and Regulations.

III. TAX ABATEMENT

Subject to and in accordance with this Agreement, the City herby grants to Owner a real property tax abatement of City of Laredo imposed taxes on the property for a period of Ten (10) years. The total estimated amount of the Abatement for the Term shall be approximately $27,630.41. The total certified Base Value for year 2021 as determined by the Webb County Appraisal District is $103,780.00

IV. WAIVER OF PERMIT FEES

Subject to and in accordance with this Agreement, the City hereby agrees to waived all fees associated with acquiring the necessary building permit, plan review, plumbing permit, electrical permit, mechanical permit, fire inspection, Street cut permit, water permit and sprinkler system permit for development of the property. The estimated amount of permit fees to be waived is approximately $4,760.50.

V. RECORDS, AUDITS AND EVALUATION OF REQUIRED IMPROVEMENTS

A. Inspection of Property

During the Term of the Agreement and one year following the expiration of the Term, the City shall have access to the Property to inspect and confirm compliance with the terms and conditions of this Agreement. The City shall provide Owner with advance notice of inspections and they shall cooperate fully with the City during any such inspection and/or evaluation.

B. Certification

Owner shall certify annually to the City that it is compliance with each applicable term of this Agreement. The City shall have the right to inspect the Property. Owner shall make all applicable records available to the City following reasonable advance notice by the City and shall otherwise cooperate fully with the City during any inspection and audit of records. Failure to cooperate with the inspections and audits requested by the City shall be an event of default.

VI. DEFAULT AND RECAPTURE

In the event Owner shall be in default of this Agreement, for any reason fails to substantially comply with the development of the property, discontinues the Residential Development operations as required by the terms of this Agreement, or if any representation made by Owner is false or misleading in any material aspect: the City in its sole discretion may terminate this Agreement if default is not cured within Sixty (60) days after receipt of written notice by the City to Owner. If the City terminates this Agreement as a result of default by Owner, the tax abatement shall be immediately abolished and the City shall have the right to recapture the amount of all previously waived permit and inspection fees, and the taxes previously abated. In the event of Termination, a bill for the total amounts due will be sent to Owner, and Owner hereby agrees to pay the total amounts due within sixty (60) days after receipt of the bill. Statutory penalties interest and attorney's fees will accrue if Owner fails to timely pay the bill.

VII. TERMINATION AT WILL

If the City and Owner mutually determine that the development or use of the Property is longer appropriate or feasible, or that a better use is preferable, the City and Owner may terminate this Agreement in writing signed by both parties. In the event of mutual termination there shall be no recapture of any taxes previously abated or fees waived; and neither party shall have any further rights or obligations hereunder.

VIII. VENUE AND JURISDICTION

This Agreement shall be construed in accordance with the laws of the state of Texas and applicable ordinances, rules, regulations or policies of the City of Laredo. Venue for any action under this Agreement shall lie in the State District Court of Webb County, Texas. This Agreement is performable in Webb County, Texas.

IX. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

X. BINDING EFFECT

This agreement shall insure to the benefit of and be binding upon the City and GAGE & ORTEGA PROPERTIES and their affiliated, subsidiaries, successors and assigns.

Executed this the day of _____, 2022, by City of Laredo.

City of Laredo

BY: _____

Rosario C. Cabello

Interim City Manager

ATTEST:

_____

Jose A Valdez, Jr.

City Secretary

APPROVED AS TO FORM:

_____

Daniel L. Walter

Assistance City Attorney

Executed this the day of _____, 2022, by **Owner(s)**

Owners(s):

_____

Printed Name: ___Gage & Ortega Properties__

_____

Printed Name: _____

City Council-Regular

Meeting Date: 10/17/2022

Initiated By: Steve E. Landin, Assistant City Manager

Staff Source: Tina Martinez, Acting Community Development Director, Humberto Delgado, Municipal Housing Manager, Miguel A. Pescador, Purchasing Agent

SUBJECT

Authorizing the Interim City Manager to renew contract FY22-024 to Royal Contractors, LLC, Laredo, Texas for an annual amount of $27,360.00 (cumulative total of $54,720.00). This is the first of two extension options (one-year terms) and contract is for lawn maintenance related services. This contract will commence on December 23, 2022. Funding is available in the Noise Abatement Lease Program Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None. Contract FY22-024 was awarded on December 22, 2021 with an amount not to exceed $27,360.00

BACKGROUND

The City went out on formal bid solicitations and received five (5) bids through Cit-E-Bid for lawn services, bids were received from Tovar Landscaping, Laredo, Tx., Royal Contractors, Laredo, Tx., Torres Landscaping, Laredo, Tx. N&C Pulsar Construction, Inc. Laredo, Tx. and Olympia Landscape Development, Laredo, Tx.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year:	2023
Bugeted Y/N?:	Y

Source of Funds:
Account #: 25736865432010
Change Order: Exceeds 25% Y/N: N
FINANCIAL IMPACT:
Funding is available in the Noise Abatement Lease Program Fund.

Attachments

FY22-024 Lawn Services Contract
Royal Contractors Bid

AGREEMENT FOR CONTRACT SERVICES BETWEEN THE CITY OF LAREDO, TEXAS AND

STATE OF TEXAS §

COUNTY OF WEBB §

This agreement for contract services (herein "Agreement") is made by and between the City of Laredo, a home-rule municipality, acting by and through its duly authorized City Manager (hereinafter referred to as "City"), and Royal Contractors, Inc. of the City of Laredo, County of Webb, State of Texas, his/their executors, administrators, heirs, successors, or assigns, (hereinafter referred to as "Provider").

WHEREAS, City has sought by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Section I of this Agreement; and

WHEREAS, Provider, following the submission of a proposal or bid for the performance of the services defined and described particularly in Section I of this Agreement, was selected by the City to perform those services; and

WHEREAS, the City has authority to enter into this Agreement and the City Manager has authority to execute this Agreement; and

WHEREAS, the Parties desire to formalize the selection of Provider for performance of those services defined and described particularly in Section I of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements contained in this Agreement, the parties hereby agree as follows:

I. SCOPE OF SERVICES

Provider shall provide the services specified in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Provider represents and warrants that it is fully equipped, competent and capable to perform the desired and outlined work, and is ready and willing to perform the work in a thorough, competent, and professional manner and is experienced in performing the work and services contemplated herein.

The Scope of Services shall include Provider's scope of work or bid which shall be incorporated herein by these references as fully set forth herein. All scope of services shall be in accordance to the provisions of the bid and submitted by provider Royal Contractors, Inc. and insurance (Exhibit A & B).

II. TERM

This Agreement will commence upon execution by both parties and will continue until December 22, 2024. Either party may terminate this agreement by giving thirty days written notice to the other party. The contract may be extended subject to approval by the City Manager or City Council.

III. DEFAULT

The Provider shall be in default under the Agreement if the Provider fails to fully, timely, and faithfully perform any of its obligations under this Agreement.

IV. RELATIONSHIP OF THE PARTIES

It is understood and agreed that the relationship of Provider, Royal Contractors, Inc. to the City of Laredo is that of an independent contractor. Each party is interested only in the results obtained under this Agreement. Under no circumstances shall either party be deemed an employee of the other, nor shall either party act as an agent of the other party. Any and all joint venture or partnership status is hereby expressly denied and the parties expressly state that they have not formed, either express or impliedly, a joint venture or partnership.

V. INDEMNIFICATION

Royal Contractors ,covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the City and elected officials, employees, officers, directors, volunteers and representatives of the City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of actions, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly, arising out of, resulting from or related to Royal Contractors, Inc. activities under this Agreement, including any acts or omissions of Royal Contractors, Inc. any agent, officer, director, representative, employee consultant or subcontractor of Royal Contractors, Inc. and their respective officers, agents, employees, directors and representative while in the exercise of performance of the rights or duties under this Agreement. IN THE EVENT Royal Contractors, Inc. AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or identity.
Royal Contractors, Inc. shall promptly advise the City in writing of any claim or demand against the City or Royal Contractors, Inc. known to Contractor related to or arising out of Provider's activities under this Agreement.

VI. COMPENSATION AND INVOICES

Subject to any limitations set forth in this Agreement, City agrees to pay Provider the following amount $27,360.00 per year. The total compensation shall not exceed $27,360.00 per year unless additional compensation is approved. Reimbursement for services or work will be paid upon receipt of an invoice submitted by Provider to City following the City of Laredo reimbursement policies - In accordance to solicitation's Terms & Conditions-Attribute 11.0.

VII. NOTICES

Notices under this agreement shall be in writing and shall be hand delivered or sent by registered mail or certified mail, return receipt request, postage prepaid, properly addressed, to the respective parties at the addresses set forth below in this agreement. Notice actually received shall be deemed for all purposes to have been in writing and shall, for all purposes, be deemed to have been fully given and received.

City of Laredo:
Robert A. Eads, ICMA-CM, City Manager
1110 Houston Street
Laredo, TX 78040

Company Name: Royal Contractors, Inc.
Owner Name: Juan Rodriguez
Address: 3712 Josefina
City, State, Zip Code: Laredo, Tx. 78041

VIII. CORPORATE AUTHORITY

If any party of this agreement is a legal entity, including, but not limited to, an association, corporation, joint venture, limited partnership, or trust, that party represents to the other that this agreement and the transactions contemplated in this agreement and the execution and delivery hereof have been duly authorized by all necessary corporate, partnership, or trust proceedings and actions including, but not limited to, actions on the part of the directors, officers, and agents of the entity.

Furthermore, a corporate party represents that all appropriate corporate meetings were held to authorize the aforementioned obligations and certified copies of all corporate meetings or minutes and corporate resolutions authorizing this transaction have been delivered to all parties to this agreement prior to or at the time of execution of this agreement.

IX. AMENDMENT OR MODIFICATION

This agreement represents the entire agreement by and between the parties except as otherwise provided in this agreement. It may not be changed except by written agreement duly executed by all of the parties.

X. INSURANCE

The provider shall maintain insurance consistent with the FY22-024 bid terms provided in Exhibit B, which is attached hereto and incorporated for all purposes. Royal Contractors, Inc. 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.

XI. ASSIGNMENT

Neither this agreement nor any duties or obligations under it are assignable by the Provider without the prior written consent of the City of Laredo.

XII. RIGHT TO TERMINATE CONTRACT

If the awarded contract vendor fails to cure a notice of default within ten days, after written notice of any problems with terms and/or services related to this contract, this contract shall be terminated with a 30 day written notice from the City of Laredo.

The City shall have the right to terminate the Agreement, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of termination, the Provider shall promptly cease all further work pursuant to the Agreement, with such exemptions, if any, specified in the notice of termination. The City shall pay the Provider for goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

XIII. ENTIRE AGREEMENT

This agreement supersedes any and all other agreements, either oral or in writing, between the parties to this agreement with respect to this subject matter. No other agreement, statement, or promise relating to this subject matter will be valid or binding unless in writing and signed by both parties.

XIV. PARAGRAPH HEADINGS

The paragraph headings used in the agreement are descriptive only and shall have no legal force or effect whatever.

XV. TEXAS LAW

This agreement shall be subject to and governed by the laws of the State of Texas. Any and all obligations or payments are due and payable in Webb County, Texas.

And the City in consideration of the full and true performance of the said work by said **Royal Contractors, Inc.** hereby agrees to and binds itself to pay the said Provider the unit price set forth in the attached Bid, and in the manner provided in the Specifications. IN WITNESS WHEREOF, the OWNER AND THE PROVIDER have hereunto set their hand this 29 th day of December 2021.

Royal Contractors, Inc.

Provider/Firm (Typed)

Signature

Juan M Rodriguez

Signature (Typed)

Title: President

Address

3712 Josefina

City/State/Zip Code

Laredo, Tx. 78041

Telephone Number:

956 771-7079

Fax Number

CITY OF LAREDO, TEXAS

Robert A. Eads, ICMA-CM, City Manager

ATTEST:

Jose A. Valdez Jr.

City Secretary

APPROVED AS TO FORM:

~~Ana Sophia Garcia~~ ~~Interim~~ City Attorney

FOR: DEAN ROGGIA

FY22-024 - Lawn Services
Royal Contractors, Inc.
Supplier Response

Event Information

Number:	FY22-024 - Lawn Services
Title:	City of Laredo Municipal Housing
Type:	Request For Bid
Issue Date:	11/19/2021
Deadline:	12/10/2021 05:00 PM (CT)
Notes:	Bidders are strongly encouraged to submit their proposals electronically through use of Cit-E-Bid or in person - hand delivery. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

Requests for Bids may be hand delivered at the City Secretary Office, 1110 Houston St., 3rd Floor, Laredo, Texas 78040 until 5:00PM on December 10, 2021 and all bids received will be opened and publicly acknowledged at 2:00PM on December 13,

2021.

Contact Information

Contact: Geronimo Ruiz
Address: Municipal Housing
559 Poplar Lane
Laredo, TX 78041
Phone: (956) 795-2320
Email: gruiz@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 12/10/2021 2:02:18 PM

Response Attachments

COI Revised_1-1-2021 signed 2.pdf

COI - Royal Contractors

COIP FORM 1295.pdf

1295 Form - Royal Contractors

Scan_0006.pdf

COL- AFFIDAVIT - Royal Contractors

Bid Attributes

1 Award by Total

This contract will be awarded by total to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code

☑ Yes (Yes)

2 Terms and Conditions for Request for Bids

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit bids upon the following expressed conditions:
(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.
(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.
1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:
(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system.
(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
(d) Proposed delivery time must be shown and shall include Sundays and holidays
(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is

exempt from payment of such taxes. An exemption certificate will be furnished upon request.
(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system.
(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.
(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.**
(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
(e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.
(b) Bid does not strictly conform to the law or the requirements of the bid.
(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.
(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the

awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT (a) This contract will be awarded to the (lowest responsive responsible bidder), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

☑ I Agree to the Terms and Conditions (I Agree to the Terms and Conditions)

3 Insurance Terms and Condition

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 subject to review and approval from the City of Laredo Risk Manager.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

☑ I agree my insurance meets minumum requirements (I agree my insurance meets minumum requirements)

4 **Disqualification & Debarment Certification**

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

☑ I certify to the terms and conditions (I certify to the terms and conditions)

5 Contract Requirements

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm_In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

☑ I have read and understand this section (I have read and understand this section)

6 Questionnaire Description

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

7	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid**
	Royal Contractors, Inc. Juan C Rodriguez (956) 771-7079
8	**State how long under has the business been in its present business name**
	1.5 yr
9	**If applicable, list all other names under which the Business identified above operated in the last five years**
	N/A
10	**State if the Company is a certified minority business enterprise**
	The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.
11	**Questions Part 1**
	1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?
	N/A
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?
	N/A
13	**State if the Company is a certified minority business enterprise**
	This company is not a certified minority business
14	**Conflict of Interest Disclosure**
	A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

15 **Conflict of Interest Questionna(Form CIQ**

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

16 **Conflict of Interest Questionnaire**

Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?

Yes

17 **Disclosure Form**

For details on use of this form, see Section 4.01 of the City's Ethics Code.

18 **This is a**

New Submission

19 **Question 1. Name of person submitting this disclosure form**

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

Juan C Rodriguez

20 **Question 2. Contract Information**

Please include the following: a)Contract or Project Name b)Originating Department

FY22-024 - Lawn Services (City of Laredo Municipal Housing)

21 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Romo Contractors

22 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.**

Not Applicable

23 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

No response

24 **Question 5. List any individuals or entities that will be subcontractors on this contract**

Not Applicable

25 **Question 5. List any individuals entities that will be subcontractors this contract**

If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.

No response

26 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

Not Applicable

27 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

No response

28 **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

29 **Question 7. Disclosure of political contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

No response

30 **Updates on contributions required**

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

31 **Question 8. Disclosure of Conflict of Interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am not aware of any conflict of interest

32 **8. Disclosure of Conflict of Interest**

If you selected I am aware of conflict of interest is question 8, please list them in this section.

No response

33	**Question 9. Updates Required** I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded. ☑ I have read and understand this section (I have read and understand this section)
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 (I have read and understand this section)
35	**Question 11. Conflict of Interest Questionnaire (CIQ)** Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. ☑ I have acknowledge that I have been advised (I have acknowledge that I have been advised)
36	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date Royal Contractors 12/10/21
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 (I swear or affirm information is correct)

Bid Lines

1	**Package Header** Notice is hereby given that the City of Laredo Municipal Housing is now accepting sealed bids, subject to the Terms and Conditions of this Formal Invitation for Bids and other contract provisions, for awarding an annual contract for mowing and lawn maintenance services for various residential lots under the control of the Laredo Municipal Housing /Noise Abatement Program. Request for Bids may be hand delivered at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **4:45PM on December 10, 2021 and all bids received will be opened and publicly acknowledged at 2PM on December 13, 2021..** **General Conditions:**

- Bidders are required to submit their bids upon the following expressed conditions: Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Bidders shall make all investigations necessary to thoroughly inform themselves regarding lawn services 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.

- 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.

- Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

Contractor Requirements:

- Contractor must visit the various locates examine the lawn maintenance required during the twelve month period.

- Contractor must notify Laredo Municipal Housing Administration Office when lawn maintenance service cycles will be performed. Preferably, cycles must begin every 1st of the month.

- Contractor must contact Mr. Geronimo Ruiz or Mr. Federico Garcia at 956 795 2320 before start job each month.

- Contractor will be responsible for any damages to City property that occurs in performance of this contract.

- Contractor must be registered with City of Laredo Building Department.

Service Requirements:

The following is a description of the services, which will be required under these specifications:

- Each service cycle shall include the following:

- Mow or cut all lawn/growth areas as required by the specific location at least once per month. Cycle must commence every 1st day of the month and end by the 15th of each month. Any deviation from these dates must be approved by Laredo Municipal Housing Management. Contractor must not cut grass less than (1") – one inch and must notify his employees to insure that the grass is not cut less than (1") – one inch. Cut all growth along walls and fences, between expansion joints in sidewalks and curbs, around light poles, culverts, utility boxes and trees.

- Rake up, pick up and remove all trimmings and clippings on sidewalks, driveways, streets and other paved areas. Trimming & clippings must be removed and disposed of.

- Haul away and properly dispose of any trimmings, clippings, cuttings, debris and litter. All accumulations including but not limited to rubbish, old dried out trees that have fallen, concrete, brick, vehicle parts, tires, broken glass, trash and items existing throughout the land must be removed. **(NOTE: Contractor <u>will be responsible</u> for all landfill costs).**

- Trim trees, bushes or plants that are affecting neighbor areas. Growth on fences must also be removed and maintained free of any growth.

- Vendor shall contact Lared(unicipal Housing Management when j(s completed on a monthly basis.

- Provide all labor, equipment, and supplies for the above-mentioned services.

- Successful bidder shall provide the above-mentioned services on a per-cycle basis for a one-year period.

- It is the intent of the City of Laredo that the number of cycles or cuts be no less than those indicated on the bid schedule. Nevertheless, this figure may be increased or decreased at the sole discretion of the City so as to take into account a varied growing season.

- The first cutting cycle may require extra work.

- All prices quoted in this document must be firm for a one year period.

- Successful bidder hereby agrees to commence work upon receiving of purchase order and fully complete the projects in less than fifteen (15)days monthly thereafter.

- No irrigation is required.

- Contractor shall display professional behavior at all times. Contractor also responsible to inform employees or subcontractors of such professionalism.

- Any additional dumping on empty lots that may occur must be removed by contractor during cycle.

Insurance Requirements: (see attributes tab #3)

The contractor 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.

Term of Contract:

The term of this contract shall be for an period of one (1) year with the option to extend this contract for two (2) additional one (1) year period upon performance approval by the City and Laredo Municipal Housing. 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.

Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. It is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

Award of Bid:

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation to Bid" which is attached and made part of these specifications. This contract will be awarded to the lowest responsible bidder whose bid price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas-Local Government Code.

Total: $27,360.00

Package Items

1.1 3111 Ash

Approximately: 6,426 square feet

Quantity: 12 UOM: months Price: $40.00 Total: $480.00

1.2 3205 Ash

Approximately: 6,431 square feet

Quantity: 12 UOM: months Price: $40.00 Total: $480.00

1.3 3207 Ash

Approximately: 6,426 square feet

Quantity: 12 UOM: months Price: $40.00 Total: $480.00

1.4 3217 E. Ash

Approximately: 6,426 square feet

Quantity: 12 UOM: months Price: $40.00 Total: $480.00

1.5 3205 Canada

Approximately: 6,426 square feet

Quantity: 12 UOM: months Price: $40.00 Total: $480.00

1.6 3005 E. Elm

Approximately: 19,279 square feet

Quantity: 12 UOM: months Price: $40.00 Total: $480.00

1.7 3018 E. Elm

Approximately: 6,426 square feet

Quantity: 12 UOM: months Price: $40.00 Total: $480.00

1.8 3101 E. Elm

Approximately: 8,874 square feet

Quantity: 12 UOM: months Price: $40.00 Total: $480.00

1.9 3107 E. Elm

Approximately: 7,708 square feet

Quantity: 12 UOM: months Price: $40.00 Total: $480.00

1.10 3119 E. Elm

Approximately: 8,855 square feet

Quantity: 12 UOM: months Price: $40.00 Total: $480.00

1.11 3204 E. Elm

Approximately: 6,426 square feet

Quantity: 12 UOM: months Price: $40.00 Total: $480.00

1.12 3218 E. Elm

Approximately: 6,426 square feet

Quantity: 12 UOM: months Price: $40.00 Total: $480.00

1.13 3219 E. Elm

Approximately: 12,436 square feet

Quantity: 12 UOM: months Price: $40.00 Total: $480.00

1.14 3216 E. Elm

Approximately: 6,426 square feet

Quantity: 12 UOM: months Price: $40.00 Total: $480.00

1.15 111 Fairway

Approximately: 18,208 square feet

Quantity: 12 UOM: months Price: $40.00 Total: $480.00

1.16 113 Fairway

Approximately: 17,685 square feet

Quantity: 12 UOM: months Price: $40.00 Total: $480.00

1.17 3102 Frost Rear

Approximately: 500 square feet

Quantity: 12 UOM: months Price: $40.00 Total: $480.00

1.18 3116 Frost

Approximately: 6,413 square feet

Quantity: 12 UOM: months Price: $40.00 Total: $480.00

1.19 3201 Frost

Approximately: 19,293 square feet

Quantity: 12 UOM: months Price: $40.00 Total: $480.00

1.20 3219 Frost

Approximately: 19,279 square feet

Quantity: 12 UOM: months Price: $40.00 Total: $480.00

1.21 2510 India

Approximately: 4,542 square feet

Quantity: 12 UOM: months Price: $40.00 Total: $480.00

1.22 3216 Kearney

Approximately: 6,385 square feet

Quantity: 12 UOM: months Price: $40.00 Total: $480.00

1.23 3101 Locust

Approximately: 6,426 square feet

Quantity: 12 UOM: months Price: $40.00 Total: $480.00

1.24 3103 Locust

Approximately: 6,426 square feet

Quantity: 12 UOM: months Price: $40.00 Total: $480.00

1.25 3202 Locust

Approximately: 3,213 square feet

Quantity: 12 UOM: months Price: $40.00 Total: $480.00

1.26 3001 Lyon

Approximately: 14,928 square feet

Quantity: 12 UOM: months Price: $40.00 Total: $480.00

1.27 3020 Lyon

Approximately: 9,640 square feet

Quantity: 12 UOM: months Price: $40.00 Total: $480.00

1.28 3101 Lyon

Approximately: 19,403 square feet

Quantity: 12 UOM: months Price: $40.00 Total: $480.00

1.29 3201 Lyon

Approximately: 4,523 square feet

Quantity: 12 UOM: months Price: $40.00 Total: $480.00

1.30 3202 Lyon

Approximately: 6,426 square feet

Quantity: 12 UOM: months Price: $40.00 Total: $480.00

1.31 3205 Lyon

Approximately: 4,255 square feet

Quantity: 12 UOM: months Price: $40.00 Total: $480.00

1.32 3112 Montgomery

Approximately: 6,429 square feet

Quantity: 12 UOM: months Price: $40.00 Total: $480.00

1.33 3113 Montgomery

Approximately: 12,861 square feet

Quantity: 12 UOM: months Price: $40.00 Total: $480.00

1.34 3115 Montgomery

Approximately: 6,426 square feet

Quantity: 12 UOM: months Price: $40.00 Total: $480.00

1.35 3117 Montgomery

Approximately: 6,432 square feet

Quantity: 12 UOM: months Price: $40.00 Total: $480.00

1.36 3212 Montgomery

Approximately: 6,426 square feet

Quantity: 12 UOM: months Price: $40.00 Total: $480.00

1.37 3215 Montgomery

Approximately: 6,431 square feet

Quantity: 12 UOM: months Price: $40.00 Total: $480.00

1.38 3120 Price

Approximately: 1,982 square feet

Quantity: 12 UOM: months Price: $40.00 Total: $480.00

1.39 3203 Price

Approximately: 6,385 square feet

Quantity: 12 UOM: months Price: $40.00 Total: $480.00

1.40 3101 Reynolds

Approximately: 6,626 square feet

Quantity: 12 UOM: months Price: $40.00 Total: $480.00

1.41 3219 San Jose

Approximately: 19,044 square feet

Quantity: 12 UOM: months Price: $40.00 Total: $480.00

1.42 2804 Smith

Approximately: 4,791 square feet

Quantity: 12 UOM: months Price: $40.00 Total: $480.00

1.43 2818 Smith

Approximately: 6,385 square feet

Quantity: 12 UOM: months Price: $40.00 Total: $480.00

1.44 3006 Smith

Approximately: 4,167 square feet

Quantity: 12 UOM: months Price: $40.00 Total: $480.00

1.45 3203 Smith (Joins 3202 Locust)

Approximately: 3,213 square feet

Quantity: 12 UOM: months Price: $40.00 Total: $480.00

1.46 3217 Smith

Approximately: 6,426 square feet

Quantity: 12 UOM: months Price: $40.00 Total: $480.00

1.47 3111 Stewart

Approximately: 9,583 square feet

Quantity: 12 UOM: months Price: $40.00 Total: $480.00

1.48 3001 Travis

Approximately: 27,199 square feet

Quantity: 12 UOM: months Price: $40.00 Total: $480.00

1.49 3101 Travis

Approximately: 12,867 square feet

Quantity: 12 UOM: months Price: $40.00 Total: $480.00

1.50 3119 Travis

Approximately: 6,000 square feet

Quantity: 12 UOM: months Price: $40.00 Total: $480.00

1.51 3205 Travis

Approximately: 6,000 square feet

Quantity: 12 UOM: months Price: $40.00 Total: $480.00

1.52 3001 O'Kane

Approximately: 9,700 square feet

Quantity: 12 UOM: months Price: $40.00 Total: $480.00

1.53 3006 Frost

Approximately: 5,336 square feet

Quantity: 12 UOM: months Price: $40.00 Total: $480.00

1.54 3018 Price

Approximately: 7,050 square feet

Quantity: 12 UOM: months Price: $40.00 Total: $480.00

1.55 3020 E. Ash

Approximately: 12,847 square feet

Quantity: 12 UOM: months Price: $40.00 Total: $480.00

1.56 3018 E. Plum

Approximately: 9,867 square feet

Quantity: 12 UOM: months Price: $40.00 Total: $480.00

1.57 3015 E. Montgomery

Approximately: 13,068 square feet

Quantity: 12 UOM: months Price: $40.00 Total: $480.00

Response Total: $27,360.00

City Council-Regular
Meeting Date: 10/17/2022
Initiated By: Rosario Cabello, Deputy City Manager
Staff Source: Aileen Ramos

SUBJECT

Authorizing the Interim City Manager to negotiate and execute contracts with Mexico and U.S. billboard, print, electronic, digital and other media vendors for event activations, media management and familiarization tours for influencers. Media plan advertisements for the Laredo Convention & Visitors Bureau will be placed beginning January 2023. The total amount is not to exceed $1,012,523.00 comprised of $424,998.00 for Mexico and $587,525.00 for U.S. promotions. Funding is available in the CVB Fiscal Year 22-23 Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

November 1, 2021, City Council authorized a media buy plan for Fiscal Year 21-2022 advertising contracts.
October 5, 2020, City Council authorized a media buy plan for Fiscal Year 20-2021 advertising contracts.

BACKGROUND

The contracts between the City and the vendors will cover advertisements and promotions, which will run January through December 2023. See attachments for advertising lists and amounts. Insertions will advertise and promote Laredo as a tourism destination through traditional channels including billboard, print, television and radio. Additional non-traditional efforts include digital ad placements, hosting influencers through familiarization tours, and audience engaging activations throughout FY 2023.

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

Staff recommends that City Council approve this motion.

Fiscal Impact

Fiscal Year: 2022-2023
Bugeted Y/N?: Y
Source of Funds: CVB 250-5315
Account #: Various
Change Order: Exceeds 25% Y/N: N/A
FINANCIAL IMPACT:

		Mexico Project	**U.S. Project**
Billboard Advertising	250.5315.553.6219	$85,766	$75,000
Print Advertising	250.5315.553.6224	$75,952	$236,428
Electronic Advertising	250.5315.553.6225	$69,000	$77,500
Digital Advertising	250.5315.553.6230	$121,644	$132,178
City Promotion	250.5315.553.5677	$34,000	NA
Media Management Fees	250.5315.553.5501	$38,636	$66,419
	TOTALS	**$424,998**	**$587,525**
	GRAND TOTAL	**$1,012,523**	

Attachments

22-23 Media Buys List

US MARKET: 22-2023 FISCAL YEAR

PRINT ADVERTISING	PROPOSED
AARP	$ 25,401.00
ASSOCIATION LEADERSHIP (TSAE)	$ 5,345.00
AUSTIN MAGAZINE	$ 4,000.00
AUTHENTIC TEXAS	$ 2,858.00
BIRDING	$ 3,323.00
BIRD WATCHING	$ 1,800.00
CONVENTION SOUTH	$ 4,750.00
GROUP TOUR MAGAZINE (INC. "HERTITAGE')	$ 7,000.00
GROUP TRAVEL LEADER (INC."HERITAGE")	$ 9,500.00
LIVING BIRD	$ 1,556.00
MEETINGS TODAY	$ 8,500.00
MPI	$ 16,000.00
MPI (DFW MEMBER DIRECTORY)	$ 1,892.00
PRESERVATION	$ 5,000.00
PREVUE	$ 4,000.00
SAN ANTONIO MAGAZINE	$ 6,000.00
SMALL MARKET MEETINGS	$ 7,050.00
SOUTHERN LIVING	$ 27,366.00
SPORTS DESTINATION MGMT	$ 3,900.00
SPORTS EVENTS	$ 5,903.00
SPORTS FACILITIES GUIDE (CONNECT)	$ 4,000.00
TEXAS GOLF INSIDER	$ 6,666.00
TEXAS GUIDE TO CVB'S	$ 3,000.00
TEXAS HIGHWAYS	$ 11,181.00
TEXAS HIGHWAYS EVENT CALENDAR	$ 4,600.00
TEXAS MEETINGS & EVENTS	$ 8,000.00
TEXAS MEETINGS PLANNERS GUIDE (CONNECT)	$ 4,000.00
TEXAS MONTHLY	$ 23,056.00
TEXAS PARKS AND WILDLIFE	$ 9,609.00
TEXAS STATE PARK GUIDE	$ 2,000.00
TEXAS STATE TRAVEL GUIDE	$ 9,172.00
PRINT TOTAL	**$ 236,428.00**

ELECTRONIC ADVERTISING	PROPOSED
STACK ADAPT (CTV)	$ 70,000.00
YOLO	$ 7,500.00
ELECTRONIC TOTAL	**$ 77,500.00**

US MARKET: 22-2023 FISCAL YEAR U.S. Continued pg 2

DIGITAL ADVERTISING	PROPOSED
ALL ABOUT BIRDS	$ 3,000.00
ASSOCIATION LEADERSHIP (TSAE)	$ 3,879.00
AUSTIN MAGAZINE	$ 3,000.00
GOOGLE DISPLAY NETWORK	$ 25,750.00
GO-TEXAS.COM	$ 3,500.00
LOCAL IQ	$ 15,000.00
MEETINGS TODAY	$ 2,700.00
MPI	$ 6,000.00
MPI (DFW MEMBER DIRECTORY)	$ 832.00
PREVUE	$ 3,000.00
SAN ANTONIO MAGAZINE	$ 4,500.00
SPORTS DESTINATION MGMT	$ 6,100.00
SPORTS EVENTS	$ 3,820.00
TEXAS HIGHWAYS	$ 1,981.00
TEXAS MEETINGS & EVENTS	$ 3,400.00
TEXAS MONTHLY	$ 8,000.00
TOURTEXAS.COM	$ 7,216.00
TRAVEL SPIKE (NATIVE)	$ 15,000.00
TRAVEL TEXAS (E-NEWSLETTER)	$ 500.00
TRAVEL TEXAS (RE-TARGETING)	$ 6,000.00
TRAVEL TEXAS (MOBILE CPC ADS)	$ 3,000.00
TRAVEL TEXAS (PANDORA CO-OP)	$ 6,000.00
DIGITAL TOTAL	**$ 132,178.00**

BILLBOARD ADVERTISING	PROPOSED
HACHAR MEDIA (LAREDO AIRPORT)	$ 4,800.00
LAMAR-AUSTIN	$ 21,900.00
LAMAR-LAREDO	$ 23,100.00
LAMAR-RGV	$ 9,450.00
LAMAR-SAN ANTONIO	$ 15,750.00
BILLBOARD TOTAL	**$ 75,000.00**

MEDIA MANAGEMENT FEES	PROPOSED
The Zimmerman Agency	**$ 66,419.00**

GRAND TOTAL $ 587,525.00

PRINT ADVERTISING		PROPOSED
Ediciones el Norte SA de CV/ El Norte-Reforma	$	19,000.00
Editorial Notmusa / TV Notas - Record	$	17,952.00
El Horizonte Multimedia SAD	$	10,000.00
Epsilon Media/ Diario ABC	$	9,000.00
Milenio Diario SA de CV	$	20,000.00
PRINT TOTAL	**$**	**75,952.00**

ELECTRONIC ADVERTISING		PROPOSED
Epsilon Media / Radio	$	4,000.00
Multimedios	$	45,000.00
Publimax SA / Azteca Noroeste	$	20,000.00
ELECTRONIC TOTAL	**$**	**69,000.00**

DIGITAL ADVERTISING		PROPOSED
Editorial Notmusa	$	6,548.00
El Horizonte Multimedia SAD	$	9,576.00
El Mañana Online	$	5,000.00
El Norte/Reforma	$	12,500.00
Epsilon Media	$	2,250.00
Financiero.com	$	9,000.00
Google & YouTube MX	$	10,000.00
Grupo Editorial Expansion / Quien Digital	$	11,770.00
Milenio.com	$	10,000.00
Televisa Network	$	25,000.00
Various Individuals	$	20,000.00
DIGITAL TOTAL	**$**	**121,644.00**

BILLBOARD ADVERTISING		PROPOSED
Medios Masivos MTY / Electronic Board Queretaro	$	5,000.00
Monumentos Publicitarios / EMEPE	$	80,766.00
BILLBOARD TOTAL	**$**	**85,766.00**

CITY PROMOTION FOR ACTIVACIONES		PROPOSED
Vendor TBD	$	34,000.00

MEDIA MANAGEMENT		PROPOSED
ADS Comunicacion	$	38,636.00

GRAND TOTAL	**$**	**424,998.00**

City Council-Regular

Meeting Date: 10/17/2022

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Aileen Ramos

SUBJECT

Authorizing the Interim City Manager to execute contract with The Zimmerman Agency as Laredo Convention and Visitors Bureau agency of record for the U.S. market. Services provided include the following: strategic leadership/account management, content + creative, media planning and placement, public relations, digital activation, production management and agency fees for $29,250.00 per month for a duration of 12-months, for a total of $351,000.

VENDOR INFORMATION FOR COMMITTEE AGENDA

The Zimmerman Agency was founded in 1987 and is based out of Tallahassee, Florida, they are a hyper-integrated creative communications company with a unique balance of marketing disciplines all operating in synergy, unified by client business objectives. The result is the ability to prescribe solutions based on the needs of Visit Laredo rather than the limitations of a traditional agency structure.
At the core of everything the agency has provided Visit Laredo with its proprietary methodology and philosophy named "Momentum Planning", creating a clear plan for the destination and a fresh outlook on the brand while listening to community representatives and stakeholders.

PREVIOUS COUNCIL ACTION

08/02/2021- Consideration to award service contract FY21-036 to Zimmerman Agency in an amount not to exceed $481,500.00. The contract services include design, public relations, account management, content & creative, media planning & placement, digital activation, production management, customized dashboard and video production for leisure, sports and meetings. The term of the contract is a fifteen (15) month period, beginning on date of execution. Funds are available in the Convention and Visitors Bureau Department.

05/06/2019 - Consideration to award contract FY-19-035 to Relic for the US Campaign Rebranding

BACKGROUND

In 2021 the City of Laredo went out on formal RFPs through CIT-E-BID and received three (3) submittals for awarding a contract for the US Marketing Campaign which included The Zimmerman Agency, Relic (Sorenson Advertising) and High 5 Marketing Partners.
CVB staff reviewed all proposals thoroughly and identified the top two (2) agencies which included Relic and The Zimmerman Agency and conducted follow-up interviews with both agencies. Best value criteria was considered by the evaluation committee to review all submittals. After initial review and interviews/presentations, and further

review of their proposals by the top two agencies, the committee recommended The Zimmerman Group. Under the RFP two potential one year renewals were considered contingent on Council approval.

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

It is recommended that this contract be approved

Fiscal Impact

Fiscal Year:	2022-2023
Bugeted Y/N?:	Y
Source of Funds:	CVB
Account #:	250-5315-553-5526
Change Order: Exceeds 25% Y/N:	N/A
FINANCIAL IMPACT:	

Attachments

Zimmerman 22-23 Proposal

LAREDO

EST. 1755

Schedule 1 A

September 16, 2022

THE Z!MMERMAN AGENCY

SCOPE OF WORK.

Strategic Leadership / Account Management

The agency will provide experienced account leadership and day-to-day account management. The team will coordinate planning, the development of ongoing initiatives, oversight of all agency activity on your behalf, internal project management and will be responsible for collaboration with other integrated marketing communications disciplines based on the plan.

Projected Scope-of-Services

The agency will provide the following scope of services to plan and manage ongoing initiatives to help achieve the goals and objectives for Visit Laredo:

- Day-to-day communications and account management.
- Develop an understanding of the destination's business, including key performance objectives, category trends and key competitors.
- Recommend and prescribe strategies and actionable initiatives (by discipline) to achieve business objectives for the destination.
- Ensure a consistent, innovative approach to cross-channel communications with strategy-specific oversight across platforms to maximize the potential of each marketing initiative.
- Participation and oversight of agency strategic planning and development of ongoing marketing initiatives.
- Leadership and oversight of agency media planning, development and buying including budget management.
- Participation and oversight of agency creative planning and development of ongoing initiatives.
- Oversight and project management for creative and production related assignments.
- Coordination with other integrated elements of marketing communications including; public relations, digital, production and analytics.
- Manage agency budget for client's marketing efforts.
- Preparation for presentations for select client meetings.
- Issue meeting and call reports based on key meetings or calls.
- Coordinate status meetings / calls and ongoing reporting.
- Review campaign and business metrics and make recommendations on how to best optimize and strategize as needed.
- Incorporate analytics and metrics to allow for ongoing adjustments to the plan.

SCOPE OF WORK.

Content + Creative

Creativity is a defining characteristic of the agency. Today, the idea of content is broad and based on the audience, the form the content may take, technology and distribution. But, ultimately it is based on a creative idea that is developed to capture the attention of the audience. The agency will assign a team of creative professionals that will provide concepts, copy, designs and innovations to help bring the ideas to life.

Projected Scope-of-Services

Due to the nature of content and creative development, assignments will differ, the exact scope may change to fit the need for content, but the following scope of services is available:

- Develop creative concepts to support cross-channel marketing efforts including; traditional, digital, social and experiential activations.
- Use the collective skills of the creative team to execute concepts to capture the attention of the audience for Visit Laredo.
- Supervise the development of the creative concepts from concept development through final execution.
- Design for traditional applications in collateral, trade shows, presentations and other tools that may be required.
- Create and design digital assets including; digital advertising, templates and tools that can be deployed through digital channels.
- Write, design and develop content that can be deployed through social media and other digital channels that is relevant to the platform and the audience(s).
- Finalize and prepare files for output to third parties for production, media for publishing and to internal and external resource audiences for implementation.
- Manage online and off-line creative assets.

SCOPE OF WORK.

Media Planning & Placement

The agency has assigned an experienced team to plan, purchase and manage media. The team will develop media plans to target the audience(s) that provide the greatest potential to Visit Laredo. The agency media team will work closely with the LCVB team to establish budgets and content delivery based on the destination's business objectives. The agency will negotiate with media partners to gain the most effective exposure, optimize the media budget and deliver the greatest return on the media investment.

Projected Scope-of-Services

The following scope will allow client and agency teams to plan, target, negotiate and purchase media to represent content and messaging for the brand:

- Develop, structure, negotiate and execute / purchase media based on approved strategy, target audience and tactics.
- Negotiate rates, secure added value and steward media buying throughout the planning and buying process.
- Develop testing protocols, in conjunction with strategy / data analytics teams, that determine the most effective media mix and investment models.
- Develop media plans and provide timely adjustments based on performance and opportunities.
- Optimize plans and buys based on business results on a timely basis.
- Create and maintain plan flowcharts.
- Track competitive spending on a quarterly basis.
- Provide formal POVs and recommendations based on media landscape to enhance media strategy.
- Provide post-buy analysis on a quarterly basis to demonstrate / analyze delivery performance.
- Provide thorough analysis of audiences by segment, area of focus, seasonality and geography.
- Provide quarterly media plan reconciliation and recommendations.
- Provide timely media budget management and reporting.
- Negotiate value added media and coordinate for implementation with the public relations team.
- Prepare media estimates for client approval.
- Prepare, document and execute media insertion orders.
- Provide project management, production and creative with specs for offline and online media.
- Audit and provide timely reporting on paid media.

SCOPE OF WORK.

Public Relations

The agency will assign an experienced team of public relations professionals to plan, develop and execute public relations to help achieve your stated business objectives. Based on the nature of public relations, the strategies and initiatives we develop will be influenced by timing, competition, challenges and opportunity. The projected scope-of-services will provide the foundation and framework for public relations that is customized to meet and exceed your specific needs.

Projected Scope-of-Services

The projected scope will enable the teams to collectively focus on the goals and objectives for public relations and promotional support including:

- Provide day-to-day public relations account supervision and management.
- Pursue all opportunities to secure positive exposure for the destination.
- Provide creative concept development to expand opportunities to “pitch” and gain exposure.
- When prescribed, develop and distribute media materials, including; press releases, media announcements, etc.
- Execute proprietary Z-INK media pursuit architecture.
- Coordinate or collaborate on social media to expand earned media.
- Integrate with other marketing disciplines, including; social media, digital and content.
- Plan, manage and respond to all crisis situations.
- Provide status updates including reporting and coordinating weekly status phone calls.
- Manage monitoring of media coverage.
- Provide public relations asset management.

SCOPE OF WORK.

Digital Activation

The opportunity to maximize the effectiveness of digital in a cross-channel world requires a comprehensive 360 degree view of the digital opportunity. Agency teams are built with the experience, skills and technology to compete digitally first. We operate on a hyper-integrated platform that will allow close collaboration with each marketing discipline to ensure we optimize digital through every possible channel.

Projected Scope-of-Services

The engagement covered by the monthly fee is based on recurring digital needs and services including the following:

- Development of digital strategy to support the destination.
- Develop / collaborate on email / database marketing strategy.
- Develop digital content strategies.
- Oversight / consulting on digital marketing assets.
- Develop and manage testing of digital content (A/B).
- Evaluate new platforms and digital opportunities.
- Development of email campaigns as well as set-up on preferred platform eg. ActiveCampaign.

The agency can also provide non-recurring digital services on a project basis including:

- Digital programming / development.
- Digital site testing and quality assurance.
- Digital website design and development.
- Digital website development project management.
- Actual email sends.

SCOPE OF WORK.

Production Management

The agency will assign an experienced production and traffic team to facilitate, manage and execute production of all creative assets including; but not limited to broadcast, print, collateral, digital, video and other forms of content. Production is responsible for estimates, auditing and management of assets.

Projected Scope-of-Services

The actual production services we provide will fluctuate based on individual initiatives. Based on our current understanding of the needs of the brand, the agency will provide the following scope:

- Production management and oversight of creative deadlines, assets, materials, shipping, etc.
- Oversight for all content / digital / collateral production.
- Research, evaluate and manage potential vendors.
- Negotiate with all vendors that are necessary for the production or implementation of marketing-related assets.
- Provide estimates for account team and client approval.
- Ensure budget alignment with estimates.
- Manage, supervise and provide internal and external quality control on all production.
- Oversight and traffic of materials including; the shipping, distribution and delivery of assets for media and production.
- Oversight and traffic of broadcast materials including; scheduling, tagging, approvals, inventory and data input.
- Review and audit estimates and vendor invoices for accuracy.
- Maintain image library to include photography and video content.

COMPENSATION

Agency Fees

The proposed compensation includes all of the services outlined in this schedule with the exception of those highlighted on this page.

The comprehensive fee for agency services is $29,250 per month.

The fee for agency services includes 30 hours of creative time per month. Should creative time exceed 30 hours, the agency will submit an estimate for approval in advance using the published hourly rates included on the following page.

The cost of media will including a commission that will yield the agency 12.75% on digital media and 10% on traditional media.

Out-of-pocket expenses including media, production and any third-party services or technology required to execute and implement this contract shall be billed at the net cost. All such costs are billable to the client and paid on a reimbursable basis.

Services Included Within The Fee

Although the necessary scope-of-services is outlined on the previous page, you can anticipate that the following services are included in the monthly fee:

- Account supervision and day-to-day account management.
- Brand stewardship and the development a the strategic marketing communications plan.
- Creative and content development including, but not limited to concept development, art direction, copywriting, design, etc.
- Media planning and placement.
- Public relations and promotions.
- Development of digital strategy.
- Create and design digital assets, including digital advertising, dynamic creative executions, templates and tools that can be deployed through digital channels.
- Project management for creative and production related assignments.
- Production management and oversight.
- Manage agency budget for client's marketing efforts.
- Provide oversight of client marketing related analytics.
- Preparation of presentations for select client meetings.
- Coordinate status meetings/calls and ongoing reporting.

Additional Services and Cost

Content Production / Editing

The cost for in-house photography or video production or editing of content will be estimated and approved in advance at the published hourly rate.

Digital Programming / Site Development

Should there be any content requiring programming and / or the design and development of web, landing pages, etc., time will be estimated in advance at the published hourly rate.

Business Intelligence / Analytics

The agency can provide a custom dashboard and reporting related to marketing communications activity for $500 per month. Shuld the client require a greater depth of business intelligence including predictive insights and foresights related to business, the agency will provide a separate proposal.

THANK YOU!

THE Z!MMERMAN AGENCY

We are all looking forward to an amazing relationship with the Visit Laredo team.

Curtis Zimmerman • 850.668.2222 • 850.264.8278 • curtis@zimmerman.com

City Council-Regular
Meeting Date: 10/17/2022
Staff Source: Arnoldo Lozano

SUBJECT

2022-R-178 Authorizing the Interim City Manager to submit an application, in partnership with The Kansas City Southern Railway Company (KCS) for a planning grant in the amount of $4,000,000.00 to the U.S. Department of Transportation Federal Railroad Administration under the Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program. Funding for this program will be for preliminary planning, engineering, and assessments of certain rail crossings where safety, efficiency, and reliability of intercity passenger and freight rail can be improved. Work completed through the funding program is required for the City to be eligible to pursue additional federal funding to move forward with construction of grade crossing and grade separation improvements in Laredo. Kansas City Southern Railway Company has committed to cover the required 20% federal match in the amount of $1,000,000.00 for a total project cost of $5,000,000.00.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

The CRISI program funds projects that improve the safety, efficiency, and reliability of intercity passenger and freight rail. KCS, its consultant, and engineering teams have agreed that a CRISI grant would be best to finalize the preliminary engineering (PE) and federal environmental reviews (NEPA) of this project. All federal discretionary grants require that NEPA be completed before any federal construction funding can be committed to an individual project, and CRISI provides the best path to achieve that outcome.

The $5 million planning project total cost estimate would be allocated as follows:

- PE $2,500,000
- NEPA $550,000
- ROW $750,000
- Utilities $900,000
- Outreach $50,000
- Contingency $250,000

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:
Only applying for grant. No financial impact.

Attachments

2022-R-178

RESOLUTION NO. 2022-R-178

A RESOLUTION OF THE CITY OF LAREDO AUTHORIZING THE INTERIM CITY MANAGER TO SUBMIT A GRANT APPLICATION IN PARTNERSHIP WITH THE KANSAS CITY SOUTHERN RAILWAY COMPANY IN THE AMOUNT NOT TO EXCEED $4,000,000 TO THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL RAILROAD ADMINISTRATION, UNDER THE CONSOLIDATED RAIL INFRASTRUCTURE AND SAFETY IMPROVEMENTS GRANT FOR THE PURPOSE OF FUNDING THE PRELIMINARING PLANNING, ENGINEERING AND OTHER WORK REQUIRED FOR SUBSEQUENT APPLICATIONS FOR THE GRADE CROSSING AND GRADE SEPARATION IMPROVEMENTS AND AUTHORIZING PARTICIPATION VIA PRIVATE PARTNERSHIP MATCH BY KCS IN THE AMOUNT OF $1,000,000 AS REQUIRED; IF AWARDED ; AND PROVIDING FOR AN EFFECTIVE DATE.

Whereas, the Interim City Manager is authorized to approve grant submissions to state and federal agencies on behalf of the City of Laredo; and

Whereas, the City has partnered with the Kansas City Southern Railway Company in the submission of the above-mentioned grant application; and

Whereas, the City intends to seek federal assistance to fund the engineering and other required work for the grade crossing and grade separation improvements in Laredo to ensure timely completion of the project; and

Whereas, the City of Laredo will submit a grant application to the U.S. Department of Transportation Federal Railroad Administration under the CRISI grant program that supports capital projects.

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

Section 1: Authorizing the Interim City Manager to submit a grant application to the U.S. Department of Transportation, under the Consolidated Rail Infrastructure and Safety Improvements Program, for the purpose of funding the engineering and other work required for subsequent applications for the grade crossing and grade separation improvements in Laredo in an amount of up to $4,000,000.00 should said grant be awarded.

Section 2: This Resolution shall take effect immediately upon passage.

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
ASSISTANT CITY ATTORNEY

City Council-Regular

Meeting Date: 10/17/2022

Initiated By: Steve Landin, Assistant City Manager

Staff Source: Ramon E. Chavez, P.E., City Engineer and Gilberto Sanchez, Airport Director

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SUBJECT

Consideration for approval to award construction contract FY22-ENG-34 to the lowest responsible, responsive bidder REIM Construction, Inc., Mission, Texas, in the amount not to exceed $9,629,230.00 including the base bid and all bid alternates, following FAA (Federal Aviation Administration) General Provisions Section 80-01 of the federal bid requirements for the Laredo International Airport Construction of Taxiways H1 and H2 and Reconstruction of a portion of Taxiway A with a construction contract time of four hundred fifty (450) calendar days; and authorizing the Interim City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents. After a notice to proceed is issued, the estimated completion date for the project is scheduled for April 2024. Funding is available in the Airport Construction Fund: FAA Grant No. 100, FAA Grant 101, FAA Grant 90, and Airport Operations Fund.

	Summit Building & Design	REIM Construction, Inc.
Base Bid	$5,668,195.90	$5,977,411.75*
Bid Alternate 1	$1,550821.58	$1,659,540.00*
Bid Alternate 2	$859,388.86	$860,089.25*
Bid Alternate 3	$854,393,80	$805,480.00*
Bid Alternate 4	$161,356.60	$326,709.00
Total with all Bid Alternates	$9,094,156.74	$9,629,230.00* *Corrected Total

See attached letter of recommendation from RS&H, Inc.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The major construction bid items consist of the following:

Base Bid: The base bid consists of approximately 4,200 square yards of pavement demolition, 9,600 square yards of 6” flexible base course, 4,600 tons of asphalt base course, 1,450 tons of asphalt surface course, and 9,150 square yards of 15” P-501 concrete pavement. The base bid also includes drainage improvements, airfield lighting, and signage. 270 calendar days will be allowed for the base bid.

Bid Alternate 1: Consists of reconstruction of approximately 4,470 square yards of Taxiway A, south of Taxiway D. The reconstruction consists of full depth pavement removal of the asphalt pavement section and construction of a full-strength concrete pavement section. 60 additional calendar days will be given for Bid Alternate 1.

Bid Alternate 2: Consists of reconstruction of approximately 2,310 square yards of Taxiway A, south of Taxiway D. The reconstruction consists of full depth pavement removal of the asphalt pavement section and construction of a full-strength concrete pavement section. 60 additional calendar days will be given for Bid Alternate 2.

Bid Alternate 3: Consists of reconstruction of approximately 2,190 square yards of Taxiway A, south of Taxiway D. The reconstruction consists of full depth pavement removal of the asphalt pavement section and construction of a full-strength concrete pavement section. 60 additional calendar days will be given for Bid Alternate 3. Construction of Bid Alternate 3 will be concurrent with Bid Alternate 2.

Bid Alternate 4: Bid Alternate 4 replaces Taxiway H1 and H2 asphalt shoulders with a 12” P-501 concrete section. Bid Alternate 4 consists of construction of 6,220 square yards of 12” P-501 concrete pavement on asphalt base on flexible base. No additional calendar days will be given for Bid Alternate 4.

Plans and specifications were prepared by RS&H, Inc., San Antonio, Texas.

A total of two (2) bids were received at the City Secretary’s Office at 4:00 P.M. on Wednesday, July 20, 2022, and publicly opened, read, and taken under advisement on Thursday, July 21, 2022, at 10:00 A.M. as follows:

	Summit Building & Design	REIM Construction, Inc.
Base Bid	$5,668,195.90	$5,997,411.75*
Bid Alternate 1	$1,550,821.58	$1,659,540.00*
Bid Alternate 2	$859,388.86	$860,089.25*
Bid Alternate 3	$854,393.80	$805,480.00*
Bid Alternate 4	$161,356.60	$326,709.00
Total with all Bid Alternates	$9,094,156.74	$9,629,230.00* *Corrected Total

FAA General Provisions Section 80-01 of the bid documents require:

- **80-01 Subletting of contract**
  - The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Resident Project Representative (RPR).
  - The Contractor shall perform, with his organization, an amount of work equal to **at least 25 percent** of the total contract cost.

Summit Building & Design indicated that they will not be performing any actual work but will subcontracting out approximately 90% of the project. The remaining 10% of the contract provided by Summit Building & Design includes financing, material purchases, and overall project management.
Based on the documentation provided by Summit Building & Design, it is the consultant's opinion that the bid package and follow-up documentation verify that **Summit Building & Design does not meet the minimum Federal bid requirements stipulated in 80-01. Therefore, this bid should be deemed a non-responsive bid.**
REIM Construction, Inc. submitted documentation indicating 87% of the work to be self-completed and the remaining 13% to be completed by subcontractors. This indicates compliance with Federal Provision 80-01.

The bid and bid bonds for REIM Construction, Inc., Mission, Texas, were checked and found to be in order. Staff therefore concurs with consultant and recommends award in the amount of $9,629,230.00 to REIM Construction, Inc., Mission, Texas.

Construction contract time after notice to proceed is issued is four hundred fifty (450) calendar days. Completion date for the project is scheduled for April 2024.

COMMITTEE RECOMMENDATION
N/A.

STAFF RECOMMENDATION
Approval of Motion.

	Fiscal Impact
Fiscal Year:	FY23
Bugeted Y/N?:	Y
Source of Funds:	FAA Grant No. 100
Account #:	433-3608-585-9301

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Account No. 433-3608-585-9301 (FAA Grant No. 100 - Taxiways H1 and H2): $6,304,120.75

Fiscal Year:	FY23
Bugeted Y/N?:	Y
Source of Funds:	FAA Grant No. 101
Account #:	433-3662-585-9301

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Account No. 433-3662-585-9301 (FAA Grant No. 101 - Taxiway A): $1,648,357.00

Fiscal Year:	FY23
Bugeted Y/N?:	Y
Source of Funds:	FAA Grant No. 90
Account #:	433-3695-585-9301

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Account No. 433-3695-585-9301 (FAA Grant No. 90 - Taxiway A): $290,000.00

Fiscal Year:	FY23
Bugeted Y/N?:	Y
Source of Funds:	Airport Operations Fund
Account #:	242-3605-585.93-01

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Account No. 242-3605-585.93-01 (Airport Operations Fund - Taxiway A): $1,386,752.25

Attachments

Taxiways-Exhibit A

RSH Recommendation Letter

Laredo International Airport
Laredo, Texas

DATE: 1/4/2022
DRAWN BY/REVIEWED BY: ALL/JEH
SCALE: NOT TO SCALE

CONSTRUCT TAXIWAYS H1 AND H2, AND RECONSTRUCT TAXIWAY A

13750 San Pedro Ave
Suite 300
San Antonio, TX 78232

O 210-224-2800
F 210-545-3103
rsandh.com

October 5, 2022

Laredo International Airport
ATTN: Mr. Gilberto Sanchez
5210 Bob Bullock Loop
Laredo, Texas 78041

RE: Laredo International Airport
Construct Taxiways H1 and H2 and Taxiway A Reconstruction
RS&H Project No. 1023-0081-000

Dear Mr. Sanchez,

Enclosed please find the bid tabulation for the above reference project. A total of two bids were submitted and have been reviewed for conformity to the requirements established in the bid documents. All bids were publicly opened, read, and taken under advisement on Thursday, July 21, 2022, at 10:00 a.m. at the City Secretary's Office.

An itemized bid tabulation spreadsheet is attached as Exhibit A – Bid Tabulation, and is summarized, along with the Engineer's Opinion of Probable Construction Cost (OPCC), in the table below:

	Engineer's Opinion of Probable Construction Cost (OPCC)	Summit Building & Design	% Deviation from Engineer's OPCC	REIM Construction, Inc.	% Deviation from Engineer's OPCC
Base Bid	$5,031,390.00	$5,668,196.90	13%	$5,977,411.75*	19%
Bid Alternate 1	$1,585,823.00	$1,550,821.58	-2%	$1,659,540.00*	5%
Bid Alternate 2	$808,830.50	$859,388.86	6%	$860,089.25*	6%
Bid Alternate 3	$758,630.00	$854,393.80	13%	$805,480.00*	6%
Bid Alternate 4	$344,825.00	$161,356.60	-53%	$326,709.00	-5%
Total with all Bid Alternates	$8,529,498.50	$9,094,157.74	7%	$9,629,230.00	13%

Note: * Indicates corrected bid numbers.

The bids received were from Summit Building & Design ($9,094,157.74) and REIM Construction, Inc. ($9,629,230.00). The lowest of the two bids received was from Summit Building & Design, although above the Engineer's OPCC.

The Engineer's OPCC was based on historical costs for similar work items completed on projects at Laredo International Airport within the last four years. There has been a recent volatility in construction costs across the Nation as consequences of the Covid-19 pandemic and supply chain issues. Evidence of this volatility was observed in some of the bid items that exceeded the Engineer's OPCC, mostly for bid items with small contract quantities.

On August 5, 2022, RS&H conducted a bid review with both submittals from Summit Building and Design (Summit) and REIM Construction, Inc. (REIM) to determine bid reasonableness and compliance with bidding requirements. Summit has not performed work for the Laredo International Airport so further evaluation of their experience was required. In accordance with the contract documents including FAA General and Special Provisions **20-02 Qualifications of Bidders and C-3.09 Competency of Bidders,** additional project experience was requested. Summit submitted their additional project experience information on August 8, 2022. The additional information did not include any airport construction experience or airfield paving experience by either Summit or its subcontractors. REIM provided prior experience, including work at Laredo International Airport, with their bid.

RS&H subsequently met with Summit and several of their subconsultants on September 29, 2022 to further evaluate the extent of their aviation related experience. At that meeting Summit indicated that they will not be performing any actual work but will subcontracting out approximately 90% of the project. The remaining 10% of the contract provided by Summit includes financing, material purchases, and overall project management. RS&H asked that Summit provide a list of all subcontractors along with the percentage of overall work they will be performing. Such documentation was provided by Summit on October 3, 2022 (see Attached).

FAA General Provisions Section 80-01 of the bid documents require:

- **80-01 Subletting of contract**
    - *The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Resident Project Representative (RPR).*
    - *The Contractor shall perform, with his organization, an amount of work equal to at* ***least 25 percent*** *of the total contract cost.*

Based on the documentation provided by Summit, it is RS&H's opinion that the bid package and follow-up documentation verify that Summit does not meet the minimum Federal bid requirements stipulated in 80-01. Therefore, after consultation with the City Attorney and the FAA, this bid should be deemed a non-responsive bid.

A request was also made of REIM to provide documentation of their anticipated subcontractors and percentage of work to be performed by each. REIM submitted documentation on October 5, 2022 indicating 87% of the

work to be self-completed and the remaining 13% to be completed by subcontractors (see Attached). This indicates compliance with Federal Provision 80-01.

REIM Construction, Inc. appears to conform with all the bid requirements. Therefore, RS&H recommends award of the construction contract to REIM Construction, Inc. Please note that RS&H's review and our recommendation is contingent upon the City of Laredo's legal counsel review and concurrence as well as the City of Laredo's City Council approval. Should you have any questions, please don't hesitate to give me a call.

Thank you,

John E. Hippchen, PE, LEED AP, ENV SP

BID TABULATION SUMMARY AND ANALYSIS
Laredo International Airport
Construct Taxiways H1 and H2 and Taxiway A Reconstruction

Bid Opening: Thursday July 21 10, 2022 @ 10:00 AM

RS&H, Inc.
Date Prepared: 07/27/2022
Prepared/Reviewed by: ALL/JEH
RS&H Project No. 1023-0081000
File Name: Construct Taxiways H1 and H2_Bid Tab Form.xls

Bid Tabulation Summary

BIDDER	Engineers Estimate RS&H, Inc. 13750 San Pedro Ave Suite 300 San Antonio, TX 78232	Summit Building & Design 4506 State Hwy 356 Laredo, TX 78043 Phone: (956) 727-6601	Reim Construction 9612 N Stewart Rd. Mission, TX 78573 Phone: (956) 580-2675
Base Bid	$ 5,031,390.00	$ 5,668,196.90	$ 5,977,411.75*
Bid Alternate 1	$ 1,585,823.00	$ 1,550,821.58	$ 1,659,540.00*
Bid Alternate 2	$ 808,830.50	$ 859,388.86	$ 860,089.25*
Bid Alternate 3	$ 758,630.00	$ 854,393.80	$ 805,480.00*
Bid Alternate 4	$ 344,825.00	$ 161,356.60	$ 326,709.00
Grand Total W/ Alternates	$ 8,529,498.50	$ 9,094,157.74	$ 9,629,230.00*
		*Corrected numbers, see Bid Tabulation Errors below.	

Bid Tabulation Errors

BIDDER	TABULATION ERRORS	NET EFFECT ON GRAND TOTALS
Summit Building & Design 4506 State Hwy 356 Laredo, TX 78043 Phone: (956) 727-6601	None	**None**
Reim Construction 9612 N Stewart Rd. Mission, TX 78573 Phone: (956) 580-2675	1) Base Bid Summation error. Bidder submitted $5,997,411.75. Correct sum was off by ($20,000) 2) Bid Alternate 1 Summation error. Bidder submitted $1,663,540.00. Correct sum was off by ($4,000) 3) Bid Alternate 2 Summation error. Bidder submitted $862,089.25. Correct sum was off by ($2,000) 4) Bid Alternate 3 Summation error. Bidder submitted $807,480.00. Correct sum was off by ($2,000) 5) Summation of Base bid and all Bid Alternates error. Bidder submitted $9,657,230.20. Correct sum was off by ($28,000)	($28,000.00)

Bid Requirement Checklist

Bid Requirement	BIDDER Summit Building & Design 4506 State Hwy 356 Laredo, TX 78043 Phone: (956) 727-6601	BIDDER Reim Construction 9612 N Stewart Rd. Mission, TX 78573 Phone: (956) 580-2675
1.) Proposal	x	x
2.) Form of Non-Collusive Affidavit	x	x
3.) Advise to Bidders	x	x
4.) Information to Contractors	x	x
5.) Special Provisions:Important Notice to Contactors	x	x
6.) Statement of Materials and Other Charges	x	x
7.) Information From Bidders	x	x
8.) Bid Schedule	x	x
9.) Bid Bond	x	x
10.) Certificate of Buy American Compliance for Manufactured Products	x	x
11.) Disadvantaged Business Enterprise Contract Provisions	x	x
12.) Utilization Statement	x	x
13.) Letter of Intent	x	x
14.) Equal Opportunity Report Statement	x	x
15.) Prohibition of Segregated Facilities	x	x
16.) Certification of Offerer/Bidder Regarding Debarment	x	x
17.) Certification Regarding Lobbying	x	x
18.) Certification of Offerer/Bidder Regarding Tax Delinquency And Felony Co	x	x
19.) Checklist for Bidders	x	x
20) Similar Airport Project Experience		x
Responsive Bid?	**No**	**Yes**

FORM A515 - BID TABULATION ANALYSIS
Laredo International Airport

RS&H, Inc.
Date Prepared: 07/27/2022
Prepared/Reviewed by: ALL/JEH
RS&H Project No. 1023-0081000

Bid Opening: Thursday July 21 10, 2022 @ 10:00 AM

ITEM NO.	SPEC REF. NO.	WORK ITEM DESCRIPTION	UNIT	QUANTITY	Engineers Estimate RS&H, Inc. 13750 San Pedro Ave Suite 300 San Antonio, TX 78232		Summit Building & Design 4506 State Hwy 356 Laredo, TX 78043 Phone: (956) 727-6601		Reim Construction 9612 N Stewart Rd. Mission, TX 78573 Phone: (956) 580-2675	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
BASE BID										
1	G-102-10.1	Safety and Security	LS	1	$ 80,000.00	$ 80,000.00	$ 85,897.00	$ 85,897.00	$ 80,000.00	$ 80,000.00
2	C-100-14.1	Contractor Quality Control Program (CQCP)	LS	1	$ 65,000.00	$ 65,000.00	$ 50,035.00	$ 50,035.00	$ 70,000.00	$ 70,000.00
3	C-102-5.1	Installation and Removal of Silt Fence	LF	670	$ 4.00	$ 2,680.00	$ 10.00	$ 6,700.00	$ 8.75	$ 5,862.50
4	C-102-5.2	Grate Inlet Protection	EA	8	$ 140.00	$ 1,120.00	$ 813.07	$ 6,504.56	$ 325.00	$ 2,600.00
5	C-102-5.3	Stabilized Construction Entrance	EA	3	$ 2,650.00	$ 7,950.00	$ 6,004.18	$ 18,012.54	$ 6,000.00	$ 18,000.00
6	C-105-6.1	Mobilization	LS	1	$ 237,000.00	$ 237,000.00	$155,296.00	$ 155,296.00	$ 285,000.00	$ 285,000.00
7	C-105-6.2	Engineer/RPR Field Office	LS	1	$ 50,000.00	$ 50,000.00	$ 22,515.00	$ 22,515.00	$ 31,000.00	$ 31,000.00
8	P-101-5.1	Remove Concrete Pavement, Full Depth	SY	4,200	$ 40.00	$ 168,000.00	$ 94.06	$ 395,052.00	$ 79.00	$ 331,800.00
9	P-101-5.3	Remove/Dispose Existing 5' x 5' Grate Inlet	EA	2	$ 1,250.00	$ 2,500.00	$ 2,877.00	$ 5,754.00	$ 955.00	$ 1,910.00
10	P-101-5.4	Remove/Dispose Existing RCP	LF	755	$ 46.00	$ 34,730.00	$ 56.29	$ 42,498.95	$ 25.25	$ 19,063.75
11	P-152-4.1	Unclassified Excavation	CY	3,700	$ 25.00	$ 92,500.00	$ 18.80	$ 69,560.00	$ 29.25	$ 108,225.00
12	TxDOT SS 3076-1	Dense Graded Hot Mix Asphalt Type C, SAC B, PG 70-22 (Surface Course)	TON	1,450	$ 150.00	$ 217,500.00	$ 192.40	$ 278,980.00	$ 180.00	$ 261,000.00
13	TxDOT SS 3076-2	Dense Graded Hot Mix Asphalt Type B, PG 64-22 (Base Course)	TON	4,510	$ 170.00	$ 766,700.00	$ 194.10	$ 875,391.00	$ 183.00	$ 825,330.00
14	TxDOT 247-6.1A	20" Flexible Base Course Type A Grade 1-2 (Complete in Place)	SY	6,640	$ 50.00	$ 332,000.00	$ 90.19	$ 598,861.60	$ 76.00	$ 504,640.00
15	TxDOT 247-6.1B	6" Flexible Base Course Type A Grade 1-2 (Complete in Place)	SY	9,600	$ 36.00	$ 345,600.00	$ 31.58	$ 303,168.00	$ 22.75	$ 218,400.00
16	TxDOT 247-6.1C	Flexible Base Course Type E Grade 1-2 (Complete in Place)	CY	3,300	$ 30.00	$ 99,000.00	$ 93.58	$ 308,814.00	$ 136.00	$ 448,800.00
17	P-501-8.2	15" Concrete Pavement	SY	9,140	$ 170.00	$ 1,553,800.00	$ 170.13	$ 1,554,988.20	$ 185.00	$ 1,690,900.00
18	P-620-5.1	Airfield Pavement Marking (Black)	SF	7,750	$ 10.00	$ 77,500.00	$ 5.25	$ 40,687.50	$ 9.90	$ 76,725.00
19	P-620-5.2	Airfield Pavement Marking (Yellow)	SF	4,800	$ 10.00	$ 48,000.00	$ 5.25	$ 25,200.00	$ 11.70	$ 56,160.00
20	P-620-5.3	Airfield Pavement Marking (White)	SF	101	$ 10.00	$ 1,010.00	$ 5.25	$ 530.25	$ 42.00	$ 4,242.00
21	P-620-5.4	Pavement Marking Removal	SF	5,870	$ 10.00	$ 58,700.00	$ 5.25	$ 30,817.50	$ 10.50	$ 61,635.00

FORM A515 - BID TABULATION ANALYSIS
Laredo International Airport

RS&H, Inc.
Date Prepared: 07/27/2022
Prepared/Reviewed by: ALL/JEH
RS&H Project No. 1023-0081000

Bid Opening: Thursday July 21 10, 2022 @ 10:00 AM

ITEM NO.	SPEC REF. NO.	WORK ITEM DESCRIPTION	UNIT	QUANTITY	Engineers Estimate RS&H, Inc. 13750 San Pedro Ave Suite 300 San Antonio, TX 78232		Summit Building & Design 4506 State Hwy 356 Laredo, TX 78043 Phone: (956) 727-6601		Reim Construction 9612 N Stewart Rd. Mission, TX 78573 Phone: (956) 580-2675	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
22	D-701-5.1	30" Class V Reinforced Concrete Pipe	LF	400	$ 210.00	$ 84,000.00	$ 237.67	$ 95,068.00	$ 175.00	$ 70,000.00
23	D-701-5.2	30" Class III Reinforced Concrete Pipe	LF	128	$ 105.00	$ 13,440.00	$ 152.60	$ 19,532.80	$ 132.00	$ 16,896.00
24	D-751-5.1	6' x 6' Grate Inlet (HS-20 rated) w/ Concrete Collar	EA	1	$ 7,250.00	$ 7,250.00	$ 8,131.00	$ 8,131.00	$ 17,200.00	$ 17,200.00
25	D-751-5.2	4' x 4' Grate Inlet w/ Concrete Collar	EA	1	$ 6,500.00	$ 6,500.00	$ 9,382.00	$ 9,382.00	$ 6,425.00	$ 6,425.00
26	D-751-5.3	4' x 4' Junction Box	EA	1	$ 6,500.00	$ 6,500.00	$ 10,007.00	$ 10,007.00	$ 5,850.00	$ 5,850.00
27	T-901-5.1	Seeding including Vegetative Watering	SY	13,000	$ 6.50	$ 84,500.00	$ 2.88	$ 37,440.00	$ 6.25	$ 81,250.00
28	T-904-5.1	Sodding including Vegetative Watering	SY	1,600	$ 10.50	$ 16,800.00	$ 32.15	$ 51,440.00	$ 11.00	$ 17,600.00
29	T-905-5.1	Topsoil (Furnished from Off the Site)	CY	1,700	$ 10.00	$ 17,000.00	$ 27.52	$ 46,784.00	$ 48.00	$ 81,600.00
30	L-105-7.1	Remove L-861T(L) Taxiway Edge Light and Base Can	EA	45	$ 500.00	$ 22,500.00	$ 343.98	$ 15,479.10	$ 425.00	$ 19,125.00
31	L-105-7.2	Demolish Existing Guidance Sign and Foundation	EA	7	$ 1,000.00	$ 7,000.00	$ 844.29	$ 5,910.03	$ 1,205.00	$ 8,435.00
32	L-105-7.3	Temporary Airfield Lighting	LS	1	$ 50,000.00	$ 50,000.00	$ 6,880.00	$ 6,880.00	$ 21,650.00	$ 21,650.00
33	L-105-7.4	Demolish Handhole	EA	1	$ 620.00	$ 620.00	$ 3,816.00	$ 3,816.00	$ 1,020.00	$ 1,020.00
34	L-108-5.1	No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Trench, Duct Bank or Conduit	LF	5,720	$ 4.00	$ 22,880.00	$ 4.21	$ 24,081.20	$ 2.45	$ 14,014.00
35	L-108-5.2	No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed Above the Duct Bank or Conduit, Including Connections/Terminations	LF	3,850	$ 3.00	$ 11,550.00	$ 5.96	$ 22,946.00	$ 2.45	$ 9,432.50
36	L-109-7.1	ALCS Panel Graphic	LS	1	$ 5,000.00	$ 5,000.00	$ 2,752.00	$ 2,752.00	$ 10,220.00	$ 10,220.00
37	L-110-5.1	Way, 2-Inch Scheule 40 PVC, in New Asphalt Shoulder	LF	2,170	$ 28.00	$ 60,760.00	$ 28.96	$ 62,843.20	$ 33.70	$ 73,129.00
38	L-110-5.2	Direct Buried Electrical Conduit, 1-Way, 2-Inch Schedule 40 PVC	LF	1,260	$ 16.00	$ 20,160.00	$ 24.73	$ 31,159.80	$ 21.70	$ 27,342.00
39	L-110-5.3	Bank, 4-Way, 2-Inch Schedule 40 PVC, in New Pavement	LF	420	$ 80.00	$ 33,600.00	$ 52.75	$ 22,155.00	$ 132.25	$ 55,545.00
40	L-110-5.4	Remove Existing 1-Way, 2-Inch Conduit, DEB, Complete	LF	3,040	$ 4.00	$ 12,160.00	$ 4.02	$ 12,220.80	$ 0.50	$ 1,520.00
41	L-110-5.5	Remove Existing 2-Way, 4-Inch Duct Bank, Concrete Encased, Complete	LF	100	$ 3.00	$ 300.00	$ 140.72	$ 14,072.00	$ 0.80	$ 80.00

FORM A515 - BID TABULATION ANALYSIS
Laredo International Airport

RS&H, Inc.
Date Prepared: 07/27/2022
Prepared/Reviewed by: ALL/JEH
RS&H Project No. 1023-0081000

Bid Opening: Thursday July 21 10, 2022 @ 10:00 AM

ITEM NO.	SPEC REF. NO.	WORK ITEM DESCRIPTION	UNIT	QUANTITY	Engineers Estimate RS&H, Inc. 13750 San Pedro Ave Suite 300 San Antonio, TX 78232		Summit Building & Design 4506 State Hwy 356 Laredo, TX 78043 Phone: (956) 727-6601		Reim Construction 9612 N Stewart Rd. Mission, TX 78573 Phone: (956) 580-2675	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
42	L-110-5.6	Clear Existing Conduit, Remove Existing Cables	LF	4,110	$ 3.00	$ 12,330.00	$ 4.57	$ 18,782.70	$ 2.00	$ 8,220.00
43	L-110-5.7	Bank	LF	115	$ 150.00	$ 17,250.00	$ 62.40	$ 7,176.00	$ 127.00	$ 14,605.00
44	L-115-5.1	H-20 Vehicle Rated Handhole, 4'x4'x4', Airfield Electrical	EA	4	$ 15,000.00	$ 60,000.00	$ 14,071.75	$ 56,287.00	$ 15,650.00	$ 62,600.00
45	L-125-5.1	L-861T(L) Taxiway Edge Light, on L-867B Base Can, in New Asphalt Shoulder	EA	35	$ 2,000.00	$ 70,000.00	$ 2,251.49	$ 78,802.15	$ 2,650.00	$ 92,750.00
46	L-125-5.2	L-861T(L) Taxiway Edge Light, on L-867B Base Can, in Turf on Maintenance Pad	EA	10	$ 1,500.00	$ 15,000.00	$ 2,464.10	$ 24,641.00	$ 2,525.00	$ 25,250.00
47	L-125-5.3	L-858(L) Guidance Sign, Size 2, 2 Module	EA	2	$ 8,000.00	$ 16,000.00	$ 5,128.50	$ 10,257.00	$ 8,175.00	$ 16,350.00
48	L-125-5.4	L-858(L) Guidance Sign, Size 2, 3 Module	EA	7	$ 9,000.00	$ 63,000.00	$ 5,878.86	$ 41,152.02	$ 9,020.00	$ 63,140.00
49	L-125-5.5	L-858(L) Guidance Sign, Size 2, 4 Module	EA	2	$ 11,000.00	$ 22,000.00	$ 6,379.00	$ 12,758.00	$ 9,920.00	$ 19,840.00
50	L-125-5.6	L-858(L) Guidance Sign, Size 2, 4+1 Module	EA	2	$ 14,000.00	$ 28,000.00	$ 7,192.50	$ 14,385.00	$ 14,025.00	$ 28,050.00
51	L-125-5.7	L-861T(L) Taxiway Edge Light, on L-867B Base Can, in New Concrete Shoulder	EA	2	$ 2,000.00	$ 4,000.00	$ 13,296.50	$ 26,593.00	$ 3,490.00	$ 6,980.00
BASE BID SUBTOTAL						**$ 5,031,390.00**		**$ 5,668,196.90**	**Correct Base Bid Subtotal**	**$ 5,977,411.75**
									As submitted in Bid Proposal by Bidder	**$ 5,997,411.75**

FORM A515 - BID TABULATION ANALYSIS
Laredo International Airport

RS&H, Inc.
Date Prepared: 07/27/2022
Prepared/Reviewed by: ALL/JEH
RS&H Project No. 1023-0081000

Bid Opening: Thursday July 21 10, 2022 @ 10:00 AM

ITEM NO.	SPEC REF. NO.	WORK ITEM DESCRIPTION	UNIT	QUANTITY	Engineers Estimate RS&H, Inc. 13750 San Pedro Ave Suite 300 San Antonio, TX 78232		Summit Building & Design 4506 State Hwy 356 Laredo, TX 78043 Phone: (956) 727-6601		Reim Construction 9612 N Stewart Rd. Mission, TX 78573 Phone: (956) 580-2675	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
Bid Alternate 1										
52	G-102-10.1	Safety and Security	LS	1	$ 45,000.00	$ 45,000.00	$ 18,763.00	$ 18,763.00	$ 22,000.00	$ 22,000.00
53	C-100-14.1	Contractor Quality Control Program	LS	1	$ 15,000.00	$ 15,000.00	$ 15,636.00	$ 15,636.00	$ 15,000.00	$ 15,000.00
54	C-102-5.1	Installation and Removal of Silt Fence	LF	548	$ 4.00	$ 2,192.00	$ 10.01	$ 5,485.48	$ 8.75	$ 4,795.00
55	C-102-5.3	Stabilized Construction Entrance	EA	1	$ 2,650.00	$ 2,650.00	$ 6,004.00	$ 6,004.00	$ 6,000.00	$ 6,000.00
56	C-105-6.1	Mobilization	LS	1	$ 73,400.00	$ 73,400.00	$ 69,057.00	$ 69,057.00	$ 70,000.00	$ 70,000.00
57	C-105-6.2	Engineer/RPR Field Office	LS	1	$ 15,000.00	$ 15,000.00	$ 5,629.00	$ 5,629.00	$ 11,000.00	$ 11,000.00
58	P-101-5.2	Remove Asphalt Pavement, Full Depth	SY	4,470	$ 40.00	$ 178,800.00	$ 31.56	$ 141,073.20	$ 28.00	$ 125,160.00
59	P-152-4.1	Unclassified Excavation	CY	1,240	$ 17.00	$ 21,080.00	$ 18.80	$ 23,312.00	$ 29.50	$ 36,580.00
60	TxDOT 247-6.1B	6" Flexible Base Course Type A Grade 1-2 (Complete in Place)	SY	4,470	$ 30.00	$ 134,100.00	$ 31.58	$ 141,162.60	$ 22.75	$ 101,692.50
61	TxDOT SS 3076-2	Dense Graded Hot Mix Asphalt Type B PG 64-22 (6 Inch Base Course)	TON	1,300	$ 150.00	$ 195,000.00	$ 192.40	$ 250,120.00	$ 183.00	$ 237,900.00
62	P-501-8.1	17" Concrete Pavement	SY	4,470	$ 190.00	$ 849,300.00	$ 185.85	$ 830,749.50	$ 214.00	$ 956,580.00
63	P-620-5.1	Airfield Pavement Marking (Black)	SF	1,500	$ 10.00	$ 15,000.00	$ 5.25	$ 7,875.00	$ 9.90	$ 14,850.00
64	P-620-5.2	Airfield Pavement Marking (Yellow)	SF	750	$ 10.00	$ 7,500.00	$ 5.25	$ 3,937.50	$ 11.70	$ 8,775.00
65	P-620-5.4	Pavement Marking Removal	SF	1,600	$ 10.00	$ 16,000.00	$ 5.25	$ 8,400.00	$ 17.40	$ 27,840.00
66	T-901-5.1	Seeding Including Vegetative Watering	SY	1,150	$ 6.50	$ 7,475.00	$ 3.13	$ 3,599.50	$ 6.25	$ 7,187.50
67	T-904-5.1	Sodding Including Vegetative Watering	SY	460	$ 10.50	$ 4,830.00	$ 32.15	$ 14,789.00	$ 11.00	$ 5,060.00
68	T-905-5.1	Topsoil (Furnished from Off the Site)	CY	190	$ 18.40	$ 3,496.00	$ 27.52	$ 5,228.80	$ 48.00	$ 9,120.00
BID ALTERNATE 1 SUBTOTAL						**$ 1,585,823.00**		**$ 1,550,821.58**	**Correct Subtotal**	**$ 1,659,540.00**
									As submitted in Bid Proposal by Bidder	**$ 1,663,540.00**

FORM A515 - BID TABULATION ANALYSIS
Laredo International Airport

RS&H, Inc.
Date Prepared: 07/27/2022
Prepared/Reviewed by: ALL/JEH
RS&H Project No. 1023-0081000

Bid Opening: Thursday July 21 10, 2022 @ 10:00 AM

ITEM NO.	SPEC REF. NO.	WORK ITEM DESCRIPTION	UNIT	QUANTITY	Engineers Estimate RS&H, Inc. 13750 San Pedro Ave Suite 300 San Antonio, TX 78232		Summit Building & Design 4506 State Hwy 356 Laredo, TX 78043 Phone: (956) 727-6601		Reim Construction 9612 N Stewart Rd. Mission, TX 78573 Phone: (956) 580-2675	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
Bid Alternate 2										
69	G-102-10.1	Safety and Security	LS	1	$ 22,500.00	$ 22,500.00	$ 18,763.00	$ 18,763.00	$ 18,000.00	$ 18,000.00
70	C-100-14.1	Contractor Quality Control Program	LS	1	$ 7,500.00	$ 7,500.00	$ 10,632.00	$ 10,632.00	$ 8,000.00	$ 8,000.00
71	C-102-5.1	Installation and Removal of Silt Fence	LF	315	$ 4.00	$ 1,260.00	$ 10.00	$ 3,150.00	$ 8.75	$ 2,756.25
72	C-105-6.1	Mobilization	LS	1	$ 37,400.00	$ 37,400.00	$ 21,868.00	$ 21,868.00	$ 35,000.00	$ 35,000.00
73	C-105-6.2	Engineer/RPR Field Office	LS	1	$ 7,500.00	$ 7,500.00	$ 5,629.00	$ 5,629.00	$ 7,000.00	$ 7,000.00
74	P-101-5.2	Depth	SY	2,310	$ 40.00	$ 92,400.00	$ 57.04	$ 131,762.40	$ 30.00	$ 69,300.00
75	P-152-4.1	Unclassified Excavation	CY	660	$ 17.00	$ 11,220.00	$ 18.80	$ 12,408.00	$ 29.50	$ 19,470.00
76	TxDOT 247-6.1B	6" Flexible Base Course Type A Grade 1-2 (Complete in Place)	SY	2,310	$ 30.00	$ 69,300.00	$ 31.58	$ 72,949.80	$ 22.75	$ 52,552.50
77	TxDOT SS 3076-2	Dense Graded Hot Mix Asphalt Type B PG 64-22 (6 Inch Base Course)	TON	680	$ 150.00	$ 102,000.00	$ 192.40	$ 130,832.00	$ 183.00	$ 124,440.00
78	P-501-8.1	17" Concrete Pavement	SY	2,310	$ 190.00	$ 438,900.00	$ 189.33	$ 437,352.30	$ 214.00	$ 494,340.00
79	P-620-5.1	Airfield Pavement Marking (Black)	SF	775	$ 10.00	$ 7,750.00	$ 5.25	$ 4,068.75	$ 9.90	$ 7,672.50
80	P-620-5.2	Airfield Pavement Marking (Yellow)	SF	390	$ 10.00	$ 3,900.00	$ 5.25	$ 2,047.50	$ 11.70	$ 4,563.00
81	P-620-5.4	Pavement Marking Removal	SF	320	$ 10.00	$ 3,200.00	$ 5.25	$ 1,680.00	$ 36.00	$ 11,520.00
82	T-901-5.1	Seeding including Vegetative Watering	SY	272	$ 6.50	$ 1,768.00	$ 3.13	$ 851.36	$ 6.25	$ 1,700.00
83	T-904-5.1	Sodding including Vegetative Watering	SY	125	$ 10.50	$ 1,312.50	$ 32.15	$ 4,018.75	$ 11.00	$ 1,375.00
84	T-905-5.1	Topsoil (Furnished from Off the Site)	CY	50	$ 18.40	$ 920.00	$ 27.52	$ 1,376.00	$ 48.00	$ 2,400.00
BID ALTERNATE 2 SUBTOTAL						**$ 808,830.50**		**$ 859,388.86**	**Correct Subtotal**	**$ 860,089.25**
									As submitted in Bid Proposal by Bidder	**$ 862,089.25**

FORM A515 - BID TABULATION ANALYSIS
Laredo International Airport

RS&H, Inc.
Date Prepared: 07/27/2022
Prepared/Reviewed by: ALL/JEH
RS&H Project No. 1023-0081000

Bid Opening: Thursday July 21 10, 2022 @ 10:00 AM

ITEM NO.	SPEC REF. NO.	WORK ITEM DESCRIPTION	UNIT	QUANTITY	Engineers Estimate RS&H, Inc. 13750 San Pedro Ave Suite 300 San Antonio, TX 78232		Summit Building & Design 4506 State Hwy 356 Laredo, TX 78043 Phone: (956) 727-6601		Reim Construction 9612 N Stewart Rd. Mission, TX 78573 Phone: (956) 580-2675	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
Bid Alternate 3										
85	G-102-10.1	Safety and Security	LS	1	$ 22,500.00	$ 22,500.00	$ 18,763.00	$ 18,763.00	$ 18,000.00	$ 18,000.00
86	C-100-14.1	Contractor Quality Control Program	LS	1	$ 7,500.00	$ 7,500.00	$ 10,632.00	$ 10,632.00	$ 8,000.00	$ 8,000.00
87	C-102-5.1	Installation and Removal of Silt Fence	LF	270	$ 4.00	$ 1,080.00	$ 10.00	$ 2,700.00	$ 8.75	$ 2,362.50
88	C-105-6.1	Mobilization	LS	1	$ 34,900.00	$ 34,900.00	$ 50,910.00	$ 50,910.00	$ 35,000.00	$ 35,000.00
89	C-105-6.2	Engineer/RPR Field Office	LS	1	$ 7,500.00	$ 7,500.00	$ 5,629.00	$ 5,629.00	$ 7,000.00	$ 7,000.00
90	P-101-5.4	Depth	SY	2,190	$ 40.00	$ 87,600.00	$ 63.43	$ 138,911.70	$ 26.00	$ 56,940.00
91	P-152-4.1	Unclassified Excavation	CY	650	$ 17.00	$ 11,050.00	$ 18.80	$ 12,220.00	$ 29.50	$ 19,175.00
92	TxDOT 247-6.1B	6" Flexible Base Course Type A Grade 1-2 (Complete in Place)	SY	2,190	$ 30.00	$ 65,700.00	$ 31.58	$ 69,160.20	$ 22.75	$ 49,822.50
93	TxDOT SS 3076-2	Dense Graded Hot Mix Asphalt Type B PG 64-22 (6 Inch Base Course)	TON	640	$ 150.00	$ 96,000.00	$ 192.40	$ 123,136.00	$ 183.00	$ 117,120.00
94	P-501-8.1	17" Concrete Pavement	SY	2,190	$ 190.00	$ 416,100.00	$ 190.76	$ 417,764.40	$ 214.00	$ 468,660.00
95	P-620-5.1	Airfield Pavement Marking (Black)	SF	300	$ 10.00	$ 3,000.00	$ 5.25	$ 1,575.00	$ 13.80	$ 4,140.00
96	P-620-5.2	Airfield Pavement Marking (Yellow)	SF	150	$ 10.00	$ 1,500.00	$ 5.25	$ 787.50	$ 27.60	$ 4,140.00
97	P-620-5.4	Pavement Marking Removal	SF	420	$ 10.00	$ 4,200.00	$ 5.25	$ 2,205.00	$ 36.00	$ 15,120.00
BID ALTERNATE 3 SUBTOTAL						**$ 758,630.00**		**$ 854,393.80**	**Correct Subtotal**	**$ 805,480.00**
									As submitted in Bid Proposal by Bidder	**$ 807,480.00**

FORM A515 - BID TABULATION ANALYSIS
Laredo International Airport

RS&H, Inc.
Date Prepared: 07/27/2022
Prepared/Reviewed by: ALL/JEH
RS&H Project No. 1023-0081000

Bid Opening: Thursday July 21 10, 2022 @ 10:00 AM

ITEM NO.	SPEC REF. NO.	WORK ITEM DESCRIPTION	UNIT	QUANTITY	Engineers Estimate RS&H, Inc. 13750 San Pedro Ave Suite 300 San Antonio, TX 78232		Summit Building & Design 4506 State Hwy 356 Laredo, TX 78043 Phone: (956) 727-6601		Reim Construction 9612 N Stewart Rd. Mission, TX 78573 Phone: (956) 580-2675	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
Bid Alternate 4										
98	P-152-4.1	Unclassified Excavation	CY	175	$ 17.00	$ 2,975.00	$ 18.80	$ 3,290.00	$ 29.50	$ 5,162.50
99	TxDOT 247-6.1A	20" Flexible Base Course Type A Grade 1-2 (Complete in Place)	SY	(6,640)	$ 50.00	$ (332,000.00)	$ 90.19	$ (598,861.60)	$ 76.00	$ (504,640.00)
100	TxDOT 247-6.1B	6" Flexible Base Course Type A Grade 1-2 (Complete in Place)	SY	6,430	$ 35.00	$ 225,050.00	$ 31.58	$ 203,059.40	$ 22.75	$ 146,282.50
101	TxDOT SS 3076-1	Dense Graded Hot Mix Asphalt Type C, SAC B, PG 70-22 (Surface	TON	(1,450)	$ 150.00	$ (217,500.00)	$ 192.40	$ (278,980.00)	$ 180.00	$ (261,000.00)
102	TxDOT SS 3076-2	Dense Graded Hot Mix Asphalt Type B PG 64-22 (6 Inch Base Course)	TON	(1,868)	$ 150.00	$ (280,200.00)	$ 192.40	$ (359,403.20)	$ 183.00	$ (341,844.00)
103	P-154-8.1	12" Subbase Course	CY	2,230	$ 20.00	$ 44,600.00	$ 93.58	$ 208,683.40	$ 136.00	$ 303,280.00
104	P-501-8.3	12" Concrete Pavement	SY	6,220	$ 145.00	$ 901,900.00	$ 158.13	$ 983,568.60	$ 154.00	$ 957,880.00
105	L-110-5.1	CLSM Encased Electrical Conduit, 1-Way, 2-Inch Schedule 40 PVC, in New Asphalt Shoulder	LF	(2,170)	$ 28.00	$ (60,760.00)	$ 36.57	$ (79,356.90)	$ 33.70	$ (73,129.00)
106	L-125-5.8	CLSM Encased Electrical Conduit, 1-Way, 2-Inch Schedule 40 PVC, in New Concrete Shoulder	EA	2,170	$ 28.00	$ 60,760.00	$ 36.57	$ 79,356.90	$ 30.10	$ 65,317.00
107	L-125-5.1	L-861T(L) Taxiway Edge Light, on L-867B Base Can, in New Asphalt Shoulder	EA	(35)	$ 2,000.00	$ (70,000.00)	$ 1,858.74	$ (65,055.90)	$ 2,650.00	$ (92,750.00)
108	L-125-5.6	L-861T(L) Taxiway Edge Light, on L-867B Base Can, in New Concrete Shoulder	EA	35	$ 2,000.00	$ 70,000.00	$ 1,858.74	$ 65,055.90	$ 3,490.00	$ 122,150.00
BID ALTERNATE 4 SUBTOTAL						**$ 344,825.00**		**$ 161,356.60**		**$ 326,709.00**
BID TOTAL WITH ALL BID ALTERNATES						**$ 8,529,498.50**		**$ 9,094,157.74**	**Correct Bid Total**	**$ 9,629,230.00**
									As submitted in Bid Proposal by Bidder	**$ 9,657,230.00**

Engineering 41.

City Council-Regular

Meeting Date: 10/17/2022

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

Consideration for approval of the selection of consultants for RFQ FY22-ENG-40 Surveying Services by Registered Professional Land Surveyor (RPLS) Proposed Construction Projects FY2023 - FY2026, and authorizing the Interim City Manager to negotiate professional service contracts for each respective project assigned on a rotation basis. Professional service contracts will be issued per project upon funding available for a two (2) year term, with one (1) option for a two (2) year renewal, for a total term of four (4) years beginning October 18, 2022, and ending September 30, 2026. Four (4) firms responded to the Request for Qualifications on or before Wednesday, September 28, 2022, at 4:00 P.M. The evaluation committee recommends the selection of the following consultants based on the final rankings below:

1. KCI Technologies, Inc; Laredo, Tx.
2. Porras Nance Engineering; Laredo, Tx.
3. The Blue Top Companies, LLC; Laredo Tx.
4. Ramos Engineering, PLLC; Laredo, Tx.

Funding will not exceed $50,000.00 per project, per vendor in the respective budget account unless authorized otherwise by City Council. There is no financial impact at this time.
Consultant work performance of services will be monitored in accordance with the established guidelines and any deficiencies may result in removal from the rotation list.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Four (4) electronic submissions through Cit-E-Bid responding to the Request for Qualifications were received at the City Secretary's office on or before Wednesday, September 28, 2022, at 4:00 P.M. The four (4) submissions received were publicly opened, read and taken under advisement on Friday, September 30, 2022, at 08:40 A.M. The four (4) submissions received were as follows:

1. The Blue Top Companies, LLC; Laredo Tx.
2. KCI Technologies, Inc; Laredo, Tx.
3. Porras Nance Engineering; Laredo, Tx.
4. Ramos Engineering, PLLC; Laredo, Tx.

Notice is hereby given that the City of Laredo is accepting Statement of Qualifications (SOQs) from qualified firms interested in providing professional Surveying Services by Registered Professional Land Surveyors (RPLS) as needed on a rotation basis including but not limited to prepare surveys, design plans, specifications and estimates. Professional Service agreements will be issued per project upon funding available for a two (2) year term with one (1) option for a two (2) year renewal for a total term of four (4) years beginning October 18, 2022, and ending September 30, 2026, Consultants are cautioned to refer to other sections of this Request for Qualifications (RFQ) packet for complete details.
Scope of services include, but are not limited to the following:
1.Boundary surveys
2.Topographic surveys
3.Geodetic surveys
4.Cadastral surveys
5. Construction surveys
6.Geographical Information Systems (GIS) information
7.Record drawings
8. Alta surveys
12. Site visits, inspections and field observation reports
14. Any permits, reports or documents required
15. Other required Surveying services as needed
16. All required services shall be provided within a 24 hour time frame.

TECHNICAL EXPERTISE
The Consultant shall coordinate (as needed) with all public agencies, utility companies, attend stakeholder meetings, committee meetings and City Council meetings. Furthermore, the design shall comply with all City, State, and Federal Regulations including but not limited to the latest adopted edition of the International Building Code(s), International Fire Code, International Code Council, Texas Department of Transportation (TxDOT), Viva Laredo Comprehensive Plan, Federal Emergency Management Agency (FEMA), American Association of State Highway and Transportation Officials (AASHTO), Texas Commission on Environmental Quality (TCEQ), State Historic Preservation Officer (SHPO), Texas Department of Licensing and Regulations (TDLR), etc.
All work related to the project(s) will be provided by a duly Registered Professional Land Surveyors(RPLS) licensed in the State of Texas, and in conformance with all

applicable municipal, state, and federal guidelines and regulations, and in close coordination with City of Laredo Engineering Department.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Approval of this motion.

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 time.

Fiscal Year:
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:
There is no financial impact at this time.

Attachments

FY22-ENG-40 Final Rankings

CITY OF LAREDO

Engineering Department

RFQ FY22-ENG-40

Title: Surveying Services by Registered Professional Land Surveyor (RPLS) Proposed Construction Projects FY2023 - FY2026

EVALUATION SCORING SHEET

FINAL RANKINGS	
KCI Technologies, Inc	1
Porras Nance Engineering	2
The Blue Top Companies, LLC	3
Ramos Engineering, PLLC	4

EVALUATION COMMITTEE SUBMITTAL RANKINGS	Evaluator # 1	Evaluator # 2	Evaluator # 3
The Blue Top Companies, LLC	3	3	2
KCI Technologies, Inc	1	1	1
Porras Nance Engineering	2	2	3
Ramos Engineering, PLLC	4	4	4

Date: October 11, 2022

City Council-Regular

Meeting Date: 10/17/2022

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

Consideration for approval of the selection of consultants for RFQ FY22-ENG-42 Asbestos Containing Building Materials Investigation Services FY2023 - FY2026, and authorizing the Interim City Manager to negotiate professional service contracts for each respective project assigned on a rotation basis. Professional service contracts will be issued per project upon funding available for a two (2) year term, with one (1) option for a two (2) year renewal, for a total term of four (4) years beginning October 18, 2022, and ending September 30, 2026. Four (4) firms responded to the Request for Qualifications on or before Thursday, September 29, 2022, at 4:00 P.M. The evaluation committee recommends the selection of the following consultants based on the final rankings below:

1. Terracon Consultants, Inc. Laredo, Tx.
2. Alpha Terra Engineering, Inc. San Antonio, Tx
3. ERC Environmental & Construction Services, Inc. Houston, Tx.
4. O'Connor Engineering & Science, Inc. Laredo, Tx.

Funding will not exceed $50,000.00 per project, per vendor in the respective budget account unless authorized otherwise by City Council. There is no financial impact at this time.
Consultant work performance of services will be monitored in accordance with the established guidelines and any deficiencies may result in removal from the rotation list.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Four (4) electronic submissions through Cit-E-Bid, responding to the Request for Qualifications were received at the City Secretary's office on or
before Thursday, September 29, 2022, at 4:00 P.M. The four (4) electronic submissions received were publicly opened, read and taken under advisement on Friday, September 30, 2022, at 10:00 A.M. The four (4) submissions received were as follows:

1. Alpha Terra Engineering, Inc. San Antonio, Tx
2. ERC Environmental & Construction Services, Inc. Houston, Tx
3. O'Connor Engineering & Science, Inc. Laredo, Tx
4. Terracon Consultants, Inc. Laredo, Tx

SCOPE OF WORK:

Notice is hereby given that the City of Laredo is accepting Statement of Qualifications (SOQs) from qualified firms interested in providing professional Asbestos Containing Building Materials Investigation Services as needed on a rotation basis including but not limited to prepare design plans, specifications and estimates. Professional Service agreements will be issued per project upon funding available for a two (2) year term with one (1) option for a two (2) year renewal for a total term of four (4) years beginning October 18, 2022, and ending September 30, 2026, Consultants are cautioned to refer to other sections of this Request for Qualifications (RFQ) packet for complete details. Scope of services include, but are not limited to the following:

1. ACBM Surveys;
2. Indoor Environmental Quality Evaluation
3. Report(s) on the findings and recommendations;
4. Develop Abatement work plan, if applicable;
5. Project Monitoring, as required, during the abatement process;
6.Final Report Preparation
7. Other environmental or related services as needed
8. All required services shall be provided within a 24 hour time frame.

TECHNICAL EXPERTISE

The Consultant shall coordinate (as needed) with all public agencies, utility companies, attend stakeholder meetings, committee meetings and City Council meetings. Furthermore, the design shall comply with all City, State, and Federal Regulations including but not limited to the latest adopted edition of the International Building Code(s), International Fire Code, International Code Council, Texas Department of Transportation (TxDOT), Viva Laredo Comprehensive Plan, Federal Emergency Management Agency (FEMA), American Association of State Highway and Transportation Officials (AASHTO), Texas Commission on Environmental Quality (TCEQ), State Historic Preservation Officer (SHPO), Texas Department of Licensing and Regulations (TDLR), etc.

All work related to the project(s) will be provided by a duly Licensed Professional Engineer licensed in the State of Texas and/or licensed or registered by the Department of State Health Services (DSHS), and in conformance with all applicable municipal, state, and federal guidelines and regulations, and in close coordination with City of Laredo Engineering Department.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Approval of Motion.

Attachments

Final Rankings FY22-ENG-42

CITY OF LAREDO

Engineering Department

RFQ FY22-ENG-42

Asbestos Containing Building Materials Investigation Services

FY2023 - FY2026

EVALUATION SCORING SHEET

FINAL RANKINGS	
Terracon Consultants, Inc. Laredo,Tx	1
Alpha Terra Engineering, Inc. San Antonio, Tx	2
ERC Environmental & Construction Services, Inc. Houston,Tx	3
O'Connor Engineering & Science, Inc. Laredo,Tx	4

EVALUATION COMMITTEE SUBMITTAL RANKINGS	Evaluator # 1	Evaluator # 2	Evaluator # 3
Alpha Terra Engineering, Inc. San Antonio, Tx	3	3	2
ERC Environmental & Construction Services, Inc. Houston,Tx	2	4	3
O'Connor Engineering & Science, Inc. Laredo,Tx	4	2	4
Terracon Consultants, Inc. Laredo,Tx	1	1	1

Date: October 12, 2022

City Council-Regular
Meeting Date: 10/17/2022
Initiated By: Riazul Mia, P.E. Assistant City Manager

Staff Source: Ramon E. Chavez, P.E., City Engineer

SUBJECT

Consideration for approval of the selection of consultants for FY22-ENG-43 Mechanical, Electrical, Plumbing (MEP) Engineering Consultant Services for Existing Buildings, Facilities, Structures, Other Amenities and Proposed Construction Projects FY2023-FY2026, and authorizing the Interim City Manager to negotiate professional service contracts for each respective project assigned on a rotation basis. Professional service contracts will be issued per project upon funding available for a two (2) year term, with one (1) option for a two (2) year renewal, for a total term of four (4) years beginning October 18, 2022, and ending September 30, 2026. Two (2) firms responded to the Request for Qualifications on or before Thursday, September 29, 2022, at 4:00 P.M. The evaluation committee recommends the selection of the following consultants based on the final rankings below:

1. DBR Engineering Consultants; Laredo, Texas.
2. EED Engineering, Inc; Laredo, Texas.

Consultant work performance of services will be monitored in accordance with the established guidelines and any deficiencies may result in removal from the rotation list. Funding will not exceed $50,000.00 per project, per vendor in the respective budget account unless authorized otherwise by City Council. There is no financial impact at this time.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Two (2) electronic submissions through Cit-E-Bid, responding to the Request for Qualifications were received at the City Secretary's office on or before Thursday, September 29, 2022, at 4:00 P.M. The two (2)electronic submissions received were publicly opened, read and taken under advisement on Friday, September 30, 2022, at 11:00 A.M. The two (2) submissions received were as follows:

1.DBR Engineering Consultants; Laredo, Texas.
2.EED Engineering, Inc; Laredo, Texas.

SCOPE OF WORK:

Notice is hereby given that the City of Laredo is accepting Statement of Qualifications (SOQs) from qualified firms interested in providing professional Mechanical, Electrical, Plumbing (MEP) Engineering Consultant Services for Existing Buildings, Facilities, Structures, Other Amenities

and Proposed
Construction Projects as needed to serve as on-call on a rotation basis including but not limited to preparing design plans, specifications, reports and estimates. Professional Service agreements will be issued per project upon funding available for a two (2) year term with one (1) option for a two (2) year renewal for a total term of four (4) years beginning October 18, 2022, and ending September 30, 2026. Consultants are cautioned to refer to other sections of this Request for Qualifications (RFQ) packet for complete details.

Scope of services include, but are not limited to the following:
1. Preliminary/Schematic design, planning, and assessments
2. Design Development and opinion of probable cost
3. Construction documents, specifications and estimates
4. Bid documents and contract award
5. Construction administration/oversight and progress meetings
6. Project close-out including as-built plans
7. Building Code(s), & Fire Code Review
8. International Mechanical Code Review
9. National Electrical Code Review
10. International Plumbing Code Review
11. Design of Interior improvements to existing buildings or facilities less than 20,000 square feet (gross floor area)
12. Design of exterior improvements to existing buildings or facilities
13. Design renovations, alterations, and/or additions/extensions to existing buildings or facilities
14. Design calculations and/or analysis required
15. Leadership in Energy and Environmental Design (LEED) certification
16. Site visits, inspections and field observation reports including recommendations
17. Any permits, reports or documents required
18. Other required Mechanical, Electrical, Plumbing (MEP) Engineering Consultant Services as needed
19. All required services shall be provided within a 24 hour time frame.

TECHNICAL EXPERTISE

The Consultant shall coordinate (as needed) with all public agencies, utility companies, attend stakeholder meetings, committee meetings and City Council meetings. Furthermore, the design shall comply with all City, State, and Federal Regulations including but not limited to the latest adopted edition of the
International Building Code(s), International Fire Code, Texas Department of Transportation (TxDOT), Viva Laredo Comprehensive Plan, Federal Emergency Management Agency (FEMA), American Association of State Highway and Transportation Officials (AASHTO), Texas Commission on Environmental Quality (TCEQ), State Historic Preservation Officer (SHPO), Texas Department of Licensing and Regulations (TDLR), etc.
All work related to the project(s) will be provided by a duly Licensed Professional Engineer licensed in the State of Texas, and in conformance with all applicable municipal, state, and federal guidelines and regulations, and in close coordination with City of Laredo Engineering Department.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Approval of Motion.

Attachments

FY22-ENG-43 Final Rankings

CITY OF LAREDO

Engineering Department

RFQ FY22-ENG-43

Mechanical, Electrical, Plumbing (MEP) Engineering Consultant Services for Existing Buildings, Facilities, Structures, Other Amenities and Proposed Construction Projects FY2023 & FY2026

EVALUATION SCORING SHEET

FINAL RANKINGS	
DBR Engineering Consultants; Laredo, Texas.	1
EED Engineering, Inc; Laredo, Texas.	2

EVALUATION COMMITTEE SUBMITTAL RANKINGS	Evaluator # 1	Evaluator # 2	Evaluator # 3
DBR Engineering Consultants; Laredo, Texas.	1	1	1
EED Engineering, Inc; Laredo, Texas.	2	2	2

Date: October 12, 2022

City Council-Regular

Meeting Date: 10/17/2022

Initiated By: Riazul I. Mia, P.E., Assistant City Manager

Staff Source: Ramon E. Chavez, P.E., City Engineer; John Porter, Environmental & Solid Waste Services Director

SUBJECT

Authorizing the Interim City Manager to execute and approve amendment No.4 to a professional services contract with Lockwood, Andrews & Newnam, Inc., an increase in the amount not to exceed $93,000.00 for the Flores Avenue Drainage and Utility Improvements – Phase II, for additional Construction Phase Services (CPS) including Construction Phase Design changes and other unexpected conflicts, water, wastewater and stormwater design revisions and ongoing construction phase support through April 2023. Current contract amount with this amendment is $484,293.00. Funding is available in the 2013 PPFCO Bond.

PREVIOUS COUNCIL ACTION

On July 27, 2020, City Council approved Amendment #3 for additional Engineering Services to a contract with Lockwood, Andrews & Newnam, Inc., Houston, Texas in the amount of $88,000.00. Amendment #3 included additional construction coordination meetings with contractor, preparation of modifications for utility conflicts, additional submittal review and responses, as well as preparation and submittal of as-built drawings when the construction is complete.

On May 7, 2018, City Council approved Amendment #1 to Lockwood, Andrews & Newnam, Inc., Houston, Texas, in an amount not to exceed $115,460.00 for updates to the design, utilities coordination, hydraulic and hydrologic analysis, street lighting conduit, sidewalk improvements, preparation of plans and specifications, and construction services for the Flores Street Drainage and Utility Improvements - Phase II.

On May 1, 2017, City Council approved to award a professional services contract to Lockwood, Andrews & Newnam, Inc., Houston, Texas, for an amount not to exceed $153,825.00 for updates to the design, utilities coordination, preparation of plans and specifications, and construction services for the Flores Street Drainage and Utility Improvements Phase II.

BACKGROUND

The Flores Avenue Drainage and Utilities Improvements – Phase II is a continuation of the Phase I improvements which is currently in place. The phase II project initially included the five blocks along Flores Avenue from Hidalgo Street to Washington Street in the City's Central Business District; however, at 95% complete, the design was put on hold in 2012. The scope of this project will pick up where the previous design left off. The proposed scope of services is to include, but not limited to: The primary components of the updated design include proposed 36" storm sewer and 8" water line. The existing utilities will be abandoned and the proposed will connect to the Phase I work. The storm sewer system design will be based on an updated hydraulic analysis completed by LAN (Lockwood, Andrews & Newnam, Inc.) and will include necessary inlets and manholes. In addition, the proposed 8" water line, including new fire hydrants and copper service lines, will be installed to replace the aging existing water line between Hidalgo and Victoria. The contract also includes production of plans and specifications, utility coordination and construction oversight services.

Amendment #1 was for updates to the design, utilities coordination, hydraulic and hydrologic analysis, street lighting conduit, sidewalk improvements, preparation of plans and specifications, and construction services for the Flores Street Drainage and Utility Improvements - Phase II.
Amendment #2 was for additional data collection, construction coordination with City Departments and utility providers, additional design and review.
Amendment #3 was for additional construction coordination meetings with contractor, preparation of modifications for utility conflicts, additional submittal review and responses, as well as preparation and submittal of as-built drawings when the construction is complete.
Amendment #4 is for additional Construction Phase Services (CPS) including Construction Phase Design changes and other unexpected conflicts, Water, wastewater and stormwater design revisions at City request and Ongoing construction phase support (thru April 2023).

	Amount
Original Contract (Approved by City Council May 1, 2017)	$153,825.00
Amendment No.1 (Approved by City Council May 7, 2018)	$115,460.00
Amendment No. 2 (Approved by Co-Interim City Manager November 4, 2019)	$34,008.00
Amendment No. 3 (Approved July 27, 2020)	$88,000.00
Amendment No. 4	$93,000.00
Total Professional Contract	$484,293.00

COMMITTEE RECOMMENDATION

Approval of this motion.

STAFF RECOMMENDATION

Approval of this motion.

City Council-Regular
Meeting Date: 10/17/2022
Initiated By: Riazul Mia, Assistant City Manager

Staff Source: Ramon E. Chavez, P.E. City Engineer

SUBJECT

Consideration for approval of FY22-ENG-03 Lafayette Park restroom as complete, approval of change order No. 1 in the amount of $1,200.00 for the installation of two (2) baby changing stations, release of retainage and approval of final payment in the amount of $15,630.00 to Mage 4Group, LTD, Laredo; Texas. Final construction contract amount is $100,680.00. Funding is available in the 2015 Certificates of Obligation Bond-District 8 Priority Funds.

PREVIOUS COUNCIL ACTION

On January 18, 2022, City Council awarded a construction contract FY22-ENG-03 Lafayette Park Restroom to the lowest responsible responsive bidder Mage 4Group, LTD., in the amount not to exceed $99,480.00. This includes one (1) ADA restroom with split face concrete block, metal roof, stainless steel fixtures, LED lighting and accessible sidewalk; with a construction time of sixty (60) working days and authorized the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents.

BACKGROUND

The project consists of One (1) ADA accessible restroom constructed inside the splash park located at Lafayette St. and Santa Rita Avenue Laredo, Texas. The structure will be constructed with Split face concrete blocks, metal roof structure, stainless steel fixtures, LED lights, and accessible sidewalks.

Three (3) bids were received at the City Secretary's Office at 4:00 P.M. on Thursday, January 6, 2022, and publicly opened, read, and taken under advisement on Friday, January 7, 2022, at 09 :00 A.M. as follows:

Contractor	Total Base Bid
Mage 4Group, LTD. Laredo, Texas	$99,480.00
Midas Contractor, LLC, Laredo, Texas	$134,500.00
Zertuche Construction Laredo, Texas	$125,333.00

The bid and bid bonds were checked and found to be in order. Staff recommends to award a contract in the amount of $99,480.00 to Mage 4Group, LTD. Laredo, Texas.

Original Construction contract (Approved January 18, 2022)	$99,480.00
Change Order No.1	$1,200.00
Final Construction Contract	$100,680.00

COMMITTEE RECOMMENDATION

Approval of this motion.

STAFF RECOMMENDATION

Approval of this motion.

Attachments

Final Payment

Change Order 1

CITY OF LAREDO
CONTRACTOR'S APPLICATION FOR PAYMENT

PROJECT: **LAFAYETTE PARK RESTROOM**

ESTIMATE NO.: 0 3
DATE FROM: 08/ 31/2022 To: 10/12/2022

ORIGINAL CONTRACT: $99,480.00

TOTAL WORK TO DATE: $ 100,680.00
MATERIALS ON HAND: $ 0.00

CHANGE ORDERS: $1,200.00

10%RETAINAGE: $ 0.00
PREVIOUS PAYMENTS: $ 85,050.00

TOTAL TO DATE:
%COMPLETE: 100%

AMOUNT DUE: $ 15,630.00

CERTIFICATE OF CONTRACTOR:
I certify that all items and amounts shown on this request for partial payment are correct and that all work has been performed and/or materials supplied in full in accordance with the requirements on the contract documents.
(CONTRACTOR) By:_____ Date 10-12-2022
Signature
Miguel Gomez.
Print Name

CERTIFICATE OF FIELD REPRESENTATNE:
I have checked this request for partial payment against the notes and reports of my inspections of the project and in my opinion the statement of work performed and/or material supplied is accurate and that the contractor is observing the requirements of the contract documents.
(INSPECTOR) By:_____ Date
Signature

_____
Print Name

CERTIFICATE OF ENGINEER:
I certify that I have checked and verified the above and foregoing request for partial payment and that it is a true and correct statement of work performed and/or material supplied by the contractor and that same has been performed and/or supplied in full accordance with the requirements of the contract documents.
(CONSULTANT) By: _____ Date
Signature

PrintName PrintName

RECOMMENDED FOR PAYMENT:

_____
Ramon E. Chavez, P.E., P.E, City Engineer
DATE: _____

VERIFIED FOR PAYMENT:

_____
Engineering Project Manager
DATE:

APPROVED FOR PAYMENT: DATE:

_____
Finance Department

AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS AND RELEASE OF LIENS

TO: **CITY OF LAREDO**
WEBB COUNTY, TEXAS

PROJECT: Lafayette Park Restroom

By this instrument the undersigned contractor engaged in the construction of the above project certifies that on this date, or anytime prior thereto, except listed below, contractor has paid in full or has otherwise satisfied all obligations for all materials and for all known indebtedness and claims against the project, its land, improvements and equipment of every kind.

The undersigned hereby certifies that he has received all payments currently due under his contract for work on the project above referred. Therefore, the undersigned does hereby waive and/or release any and all liens against the property, project and as of the 12 day of October , 2022

Mage 4 group, Ltd
Company Name

Miguel Gomez.

STATE OF TEXAS:

COUNTY OF Webb

Before me, the undersigned authority, on this day personally appeared Miguel Gomez. , known to me to be the person whose name is subscribed to the foregoing instrument, and being first duly sworn, acknowledge to me that he executed the same for the purposes and consideration therein expressed and declared to me that the statements therein are true.
SWORN AND SUBSCRIBED TO before me this 12th day of October , 2022

MELISSA CRUZ
Notary Public, State of Texas
Comm. Expires 03-13-2026
Notary ID 5578804

NOTARY PUBLIC

MY COMMISSION EXPIRES: 3-13-2022

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 3
APPLICATION DATE: 9/20/2022
PERIOD TO: 9/20/2022
ARCHITECT'S PROJECT NO: FY22-ENG-03

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
	Restroom Lafayette Park								
1	Mobilization	$5,000.00	$5,000.00	$0.00		$5,000.00	100.00%	$0.00	$500.00
2	Pad Site	$2,600.00	$2,600.00	$0.00	N/A	$2,600.00	100.00%	$0.00	$260.00
3	Plumbing	$12,000.00	$12,000.00	$0.00		$12,000.00	100.00%	$0.00	$1,200.00
4	Electrical	$8,400.00	$8,400.00	$0.00		$8,400.00	100.00%	$0.00	$840.00
5	Concrete Slab	$12,800.00	$12,800.00	$0.00		$12,800.00	100.00%	$0.00	$1,280.00
6	CMU Walls	$15,200.00	$15,200.00	$0.00		$15,200.00	100.00%	$0.00	$1,520.00
7	Tile	$7,500.00	$7,500.00	$0.00		$7,500.00	100.00%	$0.00	$750.00
8	Metal Doors	$3,500.00	$3,500.00	$0.00		$3,500.00	100.00%	$0.00	$350.00
9	Accessories	$1,500.00	$1,500.00	$0.00		$1,500.00	100.00%	$0.00	$150.00
10	Roof Framing	$6,600.00	$6,600.00	$0.00		$6,600.00	100.00%	$0.00	$660.00
11	Roof panels / soffit	$8,100.00	$8,100.00	$0.00		$8,100.00	100.00%	$0.00	$810.00
12	Paint	$1,800.00	$1,800.00	$0.00		$1,800.00	100.00%	$0.00	$180.00
13	Metal Screen	$2,000.00	$2,000.00	$0.00		$2,000.00	100.00%	$0.00	$200.00
14	Sanitary Sewer Service Tap	$10,000.00	$7,500.00	$2,500.00	N/A	$10,000.00	100.00%	$0.00	$1,000.00
15	New 3/4" Water Meter	$1,500.00	$0.00	$1,500.00	N/A	$1,500.00	100.00%	$0.00	$150.00
16	Back Flow Preventer Device	$980.00	$0.00	$980.00	N/A	$980.00	100.00%	$0.00	$98.00
17	Change order	$1,200.00	$0.00	$1,200.00		$1,200.00	100.00%	$0.00	$120.00
18									
	GRAND TOTALS	$100,680.00	$94,500.00	$6,180.00	$0.00	$100,680.00	100.00%	$0.00	$10,068.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER:
City of Laredo
1110 Houston St.
Laredo, Texas 78041

PROJECT: Lafayette Park Restroom

VIA ARCHITECT: N/A

FROM CONTRACTOR:
Mage 4Group, Ltd.
1304 Crosscountry Lane
Laredo, Texas 78045

CONTRACT FOR:

APPLICATION NO: 3

PERIOD TO: 9/20/2022

PROJECT NOS: FY22-ENG-03

CONTRACT DATE 02/08/22

Distribution to:
- [x] OWNER
- [ ] ARCHITECT
- [ ] CONTRACTOR
- [ ]
- [ ]

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 99,480.00
2. Net change by Change Orders		$ 1,200.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 100,680.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 100,680.00
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	$ 0.00	
b. _____ % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 100,680.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 85,050.00
8. CURRENT PAYMENT DUE		$ 15,630.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less 6)		$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: MIGUEL GOMEZ Date: 10-12-2022

Subscribed and sworn to before me this 12th day of October, 2022
County of: WEBB State of: TEXAS.
Notary Public: mcy.
My Commission expires on: 3-13-2026

MELISSA CRUZ
Notary Public, State of Texas
Comm. Expires 03-13-2026
Notary ID 5578804

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ **15,630.00**

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA · ©1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292
Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/1/2022

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

ZIMMERMAN INSURANCE AGENCY LLC
3515 N Arkansas Ste 107
Laredo, TX 78043

CONTACT NAME:
PHONE (A/C, No, Ext): (956) 796-1115 **FAX (A/C, No):** (956) 795-7094
E-MAIL ADDRESS: service@sgzinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Evanston Insurance Company	
INSURER B : State Auto Insurance	
INSURER C : TEXAS MUTUAL INS CO	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

MAGE 4 Group, LTD

DBA G4 Construction
1304 Cross Country Lane
Laredo, Texas 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: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X	Y	3AA571505	6/3/2022	6/3/2023	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 [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	X	Y	10135467CA	6/7/2022	6/7/2023	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? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	0002073022	2/3/2022	2/3/2023	[ ] 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)

General contractor
Commercial auto includes blanket AI with waiver of subrogation Hired and Non owned

CERTIFICATE HOLDER

City of Laredo
Risk Management Department
1102 Bob Bullock Loop
Laredo, TX, 78046

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF LAREDO
ENGINEERING DEPARTMENT

Construction Change Order

C.O. No. 1

Project: FY22-ENG-03 Lafayette Park Restroom Project

Contractor: Mage 4Group Ltd.
1304 Crosscountry Ln.
Laredo, Texas; 78041
(956) 286.9731

You are hereby requested to comply with the following changes from the contract plans and specifications. This document shall become an amendment to the contract and all provisions of the contract shall apply thereto.

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	DECREASE IN CONTRACT ITEMS	INCREASE IN CONTRACT ITEMS
Add:						
	Provide and install 2 Baby Changing stations 250 pounds each.	LS	1	$1,200.00		$1,200.00

JUSTIFICATION:

The original contract amount, including the Contingency Allowance, is $99,480.00. This Change Order is to provide and install 2 Baby Changing Stations (250 pounds each) a total increase of $1,200.00. Considering this change order the Final Contract amount is $100,680.00.

ORIGINAL CONTRACT AMOUNT:	**$99,480.00**
CONTINGENCY ALLOWANCE:	
TOTAL DECREASE:	$0
TOTAL INCREASE:	$1,200.00
TOTAL CHANGE ORDER:	$1,200.00
REVISED CONTRACT AMOUNT:	**$100,680.00**

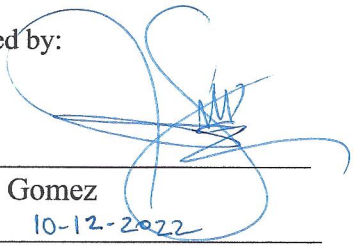
ORIGINAL CONTRACT TIME:	**60 WORKING DAYS**
ADDITIONAL TIME FOR CHANGE ORDER:	0 WORKING DAYS
REVISED CONTRACT TIME:	**60 WORKING DAYS**

Recommended by:

_____

Juan J. Countino, Project Manager
Date: _____

Accepted by:



_____

Miguel Gomez
Date: 10-12-2022

Recommended by:

_____

_

Ramon E, Chavez, P.E., City Engineer
Date: _____

Attest:

_____

Jose A. Valdez, Jr., City Secretary
Date: _____

Attest:

_____

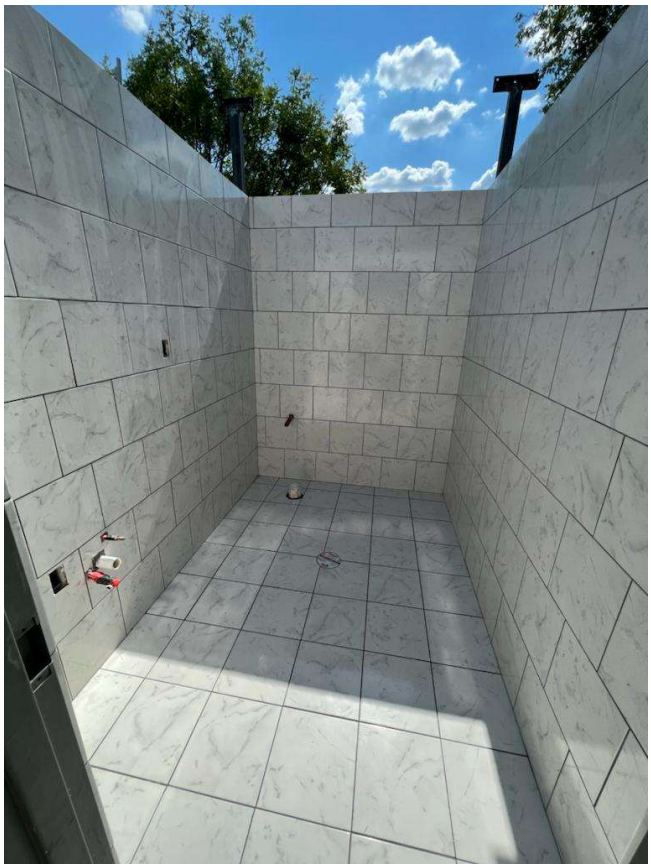
David Arredondo Jr. Assistant City Attorney
Date: _____

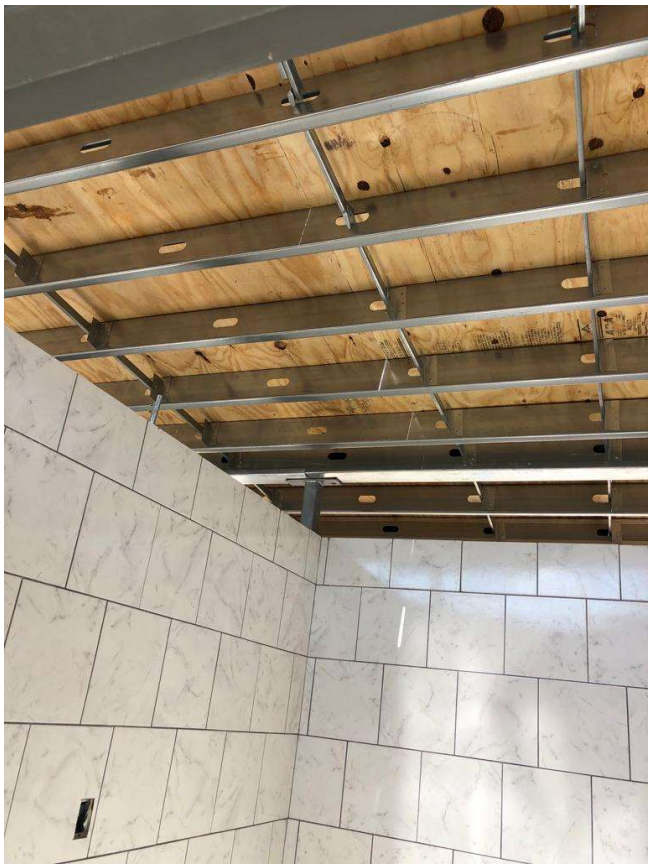
Approved by:

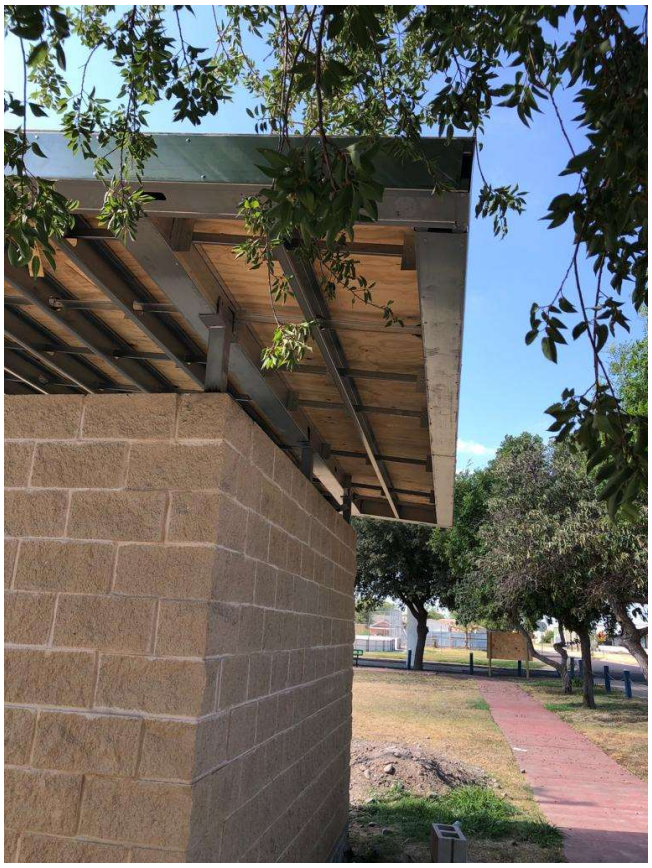
_____

Rosario Cabello, Interim City Manager
Date: _____

LA FAYETTE PARK RESTROOM – FY22-ENG-03
LAREDO, TEXAS.

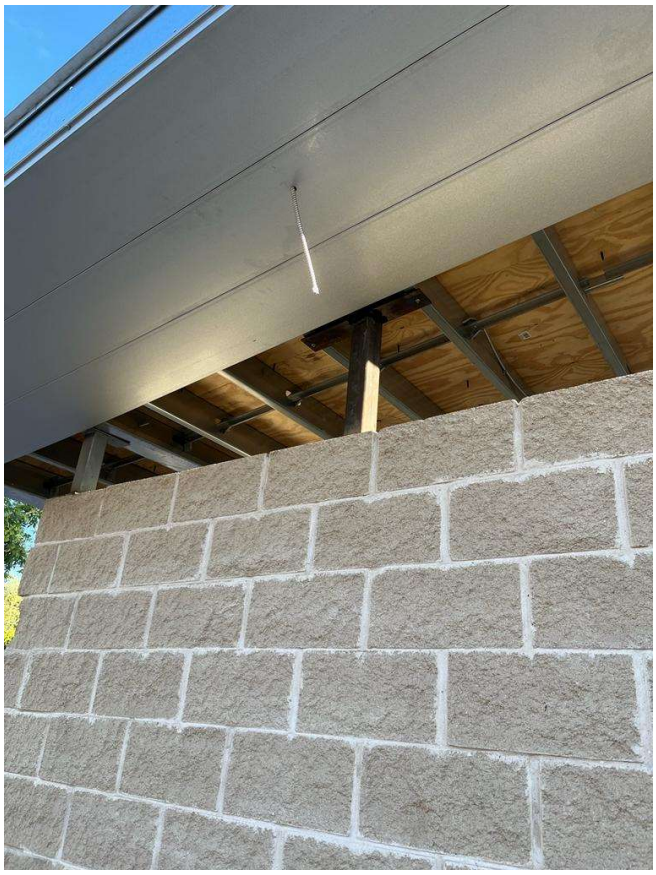






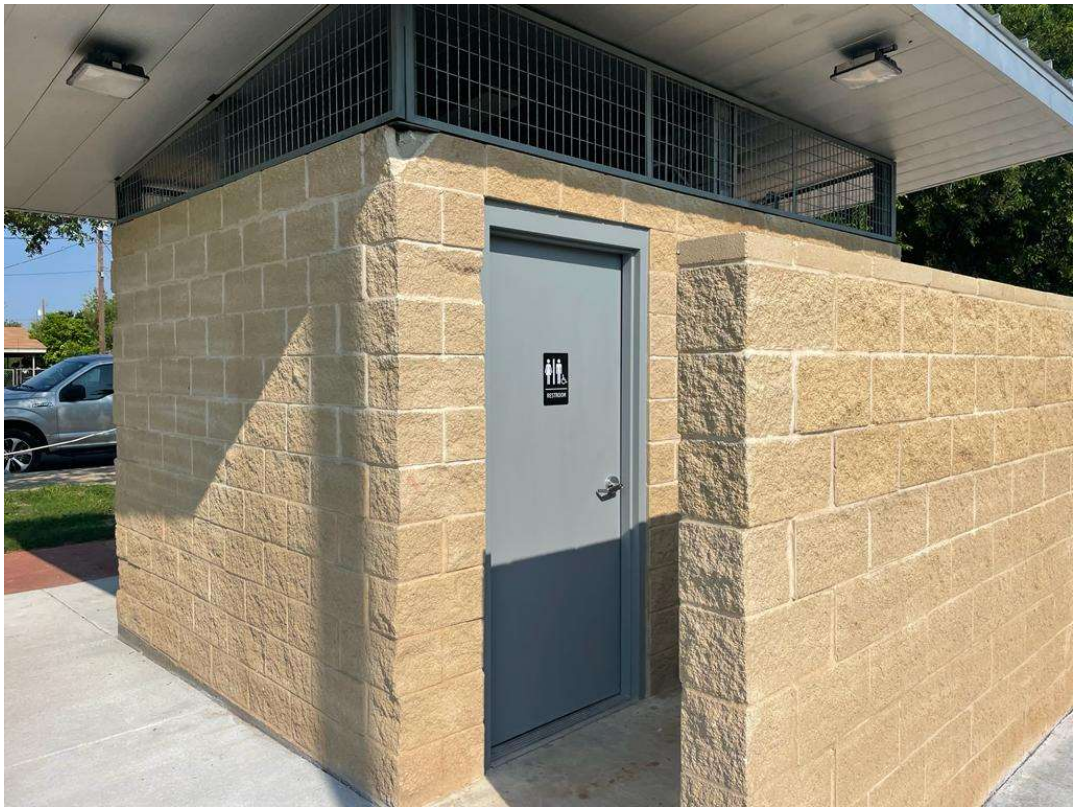
LA FAYETTE PARK RESTROOM – FY22-ENG-03
LAREDO, TEXAS.

LA FAYETTE PARK RESTROOM – FY22-ENG-03
LAREDO, TEXAS.

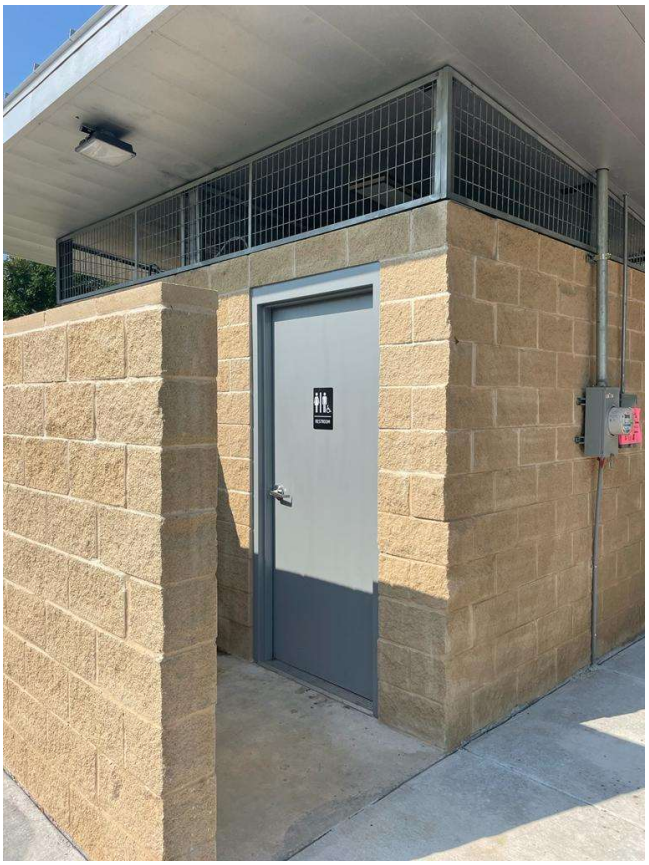


LA FAYETTE PARK RESTROOM – FY22-ENG-03
LAREDO, TEXAS.

LA FAYETTE PARK RESTROOM – FY22-ENG-03
LAREDO, TEXAS.



LA FAYETTE PARK RESTROOM – FY22-ENG-03
LAREDO, TEXAS.



CITY OF LAREDO
ENGINEERING DEPARTMENT

Construction Change Order

C.O. No. 1

Project: FY22-ENG-03 Lafayette Park Restroom Project

Contractor: Mage 4Group Ltd.
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	Provide and install 2 Baby Changing stations 250 pounds each.	LS	1	$1,200.00		$1,200.00

JUSTIFICATION:

The original contract amount, including the Contingency Allowance, is $99,480.00. This Change Order is to provide and install 2 Baby Changing Stations (250 pounds each) a total increase of $1,200.00. Considering this change order the Final Contract amount is $100,680.00.

ORIGINAL CONTRACT AMOUNT:	**$99,480.00**
CONTINGENCY ALLOWANCE:	
TOTAL DECREASE:	$0
TOTAL INCREASE:	$1,200.00
TOTAL CHANGE ORDER:	$1,200.00
REVISED CONTRACT AMOUNT:	**$100,680.00**

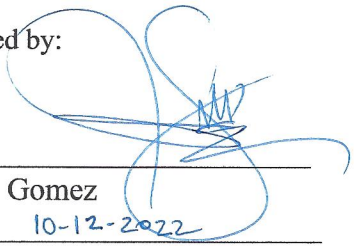
ORIGINAL CONTRACT TIME:	**60 WORKING DAYS**
ADDITIONAL TIME FOR CHANGE ORDER:	0 WORKING DAYS
REVISED CONTRACT TIME:	**60 WORKING DAYS**

Recommended by:

_____

Juan J. Countino, Project Manager
Date: _____

Accepted by:



_____

Miguel Gomez
Date: 10-12-2022

Recommended by:

_____

_

Ramon E, Chavez, P.E., City Engineer
Date: _____

Attest:

_____

Jose A. Valdez, Jr., City Secretary
Date: _____

Attest:

_____

David Arredondo Jr. Assistant City Attorney
Date: _____

Approved by:

_____

Rosario Cabello, Interim City Manager
Date: _____

City Council-Regular
Meeting Date: 10/17/2022
Initiated By: Riazul Mia, P.E. Assistant City Manager

Staff Source: Ramon E. Chavez, P.E., City Engineer

SUBJECT

Consideration to reject the two (2) submissions received for RFQ FY22-ENG-38 General American with Disabilities Act Compliance Services for Existing Buildings, Facilities, Other Amenities and Proposed Construction Projects FY2023 - FY2026 and requesting authorization to initiate a new solicitation of the Request for Qualifications.

There is no financial impact for action taken on this motion.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Two (2) electronic submissions through Cit-E-Bid responding to the Request for Qualifications were received at the City Secretary's office on or before Thursday, September 1, 2022, at 4:00 P.M. The two (2) submissions received were publicly opened, read and taken under advisement on Friday, September 2, 2022, at 2:00 P.M. The two (2) submissions received were as follows:

1. Slay Architecture, LLC., Laredo, Texas
2. The W-T Group., LLC., Hoffman Estates, IL (Incomplete)

SCOPE OF WORK:

Notice is hereby given that the City of Laredo is accepting
Statement of Qualifications (SOQs) from qualified firms interested in providing professional services for construction projects as needed to serve as on-call on a rotation basis for Americans with Disabilities Act (ADA) compliance including but not limited to registration of projects with the Texas Department of Licensing and Regulation, conduct review of plans and specifications, provide design expertise, conduct assessments, inspections, and provide recommendations related to renovations, alterations and/or additions to existing buildings, facilities, proposed construction projects, maintenance, public right-of-way, and other amenities owned and/or operated by the City of Laredo in order to verify compliance with Texas Accessibility Standards (TAS). Professional Service agreements will be issued per

project upon funding available for a two (2) year term with one (1) option for a two (2) year renewal for a total term of four (4) years beginning October 1, 2022 and ending September 30, 2026. Consultants are cautioned to refer to other sections of this Request for Qualifications (RFQ) packet for further details.

Scope of services include, but are not limited to the following:

1. Registration of projects with the Texas Department of Licensing and Regulation
2. Conduct peer review of plans and drawings that are developed by other consultants, including plan sets submitted for permitting and as-builts to confirm accessibility requirements have been incorporated into the plans
3. Provide accessible design expertise to inform the design of proposed public improvements and maintenance projects
4. Conduct site assessments to confirm accessibility requirements have been constructed correctly
5. Provide recommendations for remedial measures and improvements to correct barriers and deficiencies
6. Prepare ADA Compliance Assessment Reports
7. Any other information required to meet the minimum requirements of the standards or to design buildings or facilities for greater accessibility in accordance with Architectural Barriers Texas Accessibility Standards

TECHNICAL EXPERTISE

The Consultant shall coordinate (as needed) with all public agencies, utility companies, attend stakeholder meetings, committee meetings and City Council meetings. Furthermore, the design shall comply with all City, State, and Federal Regulations including but not limited to the Texas Department of Transportation (TxDOT), Federal Emergency Management Agency (FEMA), American Association of State Highway and Transportation Officials (AASHTO), Texas Commission on Environmental Quality (TCEQ), State Historic Preservation Officer (SHPO), Texas Department of Licensing and Regulations (TDLR), American with Disabilities Act (ADA), etc.
All work related to the project(s) will be provided by a duly Licensed Professional Engineer licensed in the State of Texas, and in conformance with all applicable municipal, state, and federal guidelines and regulations, and in close coordination with City of Laredo Engineering Department.

COMMITTEE RECOMMENDATION

N/A.

STAFF RECOMMENDATION

Approval of Motion.

City Council-Regular

Meeting Date: 10/17/2022

Initiated By: Riazul Mia, Assistant City Manager
Initiated By: Steve Landin, Assistant City Manager

Staff Source: Ramon E. Chavez, P.E. City Engineer; Gilberto Sanchez, Airport Director

SUBJECT

Consideration for approval of amendment no.1 an increase of $598,763.57 for a professional services contract with RS&H, Inc., San Antonio, Texas for the Laredo International Airport to construct taxiways H1 and H2 and reconstruct a portion of taxiway A. This amendment no. 1 is to provide construction administration services, full time resident project representative (RPR) services, construction materials testing services and direct expenses to construct Taxiways H1 and H2 and reconstruct taxiway A. Current contract amount with this amendment is $1,134,316.57. Funding is available in the Airport Construction Fund – FAA Grant No. 100.

PREVIOUS COUNCIL ACTION

On December 6, 2021, City Council awarded a professional services contract to RS&H, Inc., San Antonio, Texas, for an amount not to exceed $535,553.00 for design and preparation of plans and specifications for the Laredo International Airport to construct taxiways H1 and H2 and reconstruct a portion of taxiway A.

BACKGROUND

The major construction bid items consist of the following:

Base Bid: The base bid consists of approximately 4,200 square yards of pavement demolition, 9.600 square yards of 6” flexible base course, 4,600 tons of asphalt base course, 1,450 tons of asphalt surface course, and 9,150 square yards of 15” P-501 concrete pavement. The base bid also includes drainage improvements, airfield lighting, and signage. 270 calendar days will be allowed for the base bid.

Bid Alternate 1: Consists of reconstruction of approximately 4,470 square yards of Taxiway A, south of Taxiway D. The reconstruction consists of full depth pavement removal of the asphalt pavement section and construction of a full-strength concrete pavement section. 60 additional calendar days will be given for Bid Alternate 1.

Bid Alternate 2: Consists of reconstruction of approximately 2,310 square yards of Taxiway A, south of Taxiway D. The reconstruction consists of full depth pavement removal of the asphalt pavement section and construction of a full-strength concrete pavement section. 60 additional calendar days will be given for Bid Alternate 2.

Bid Alternate 3: Consists of reconstruction of approximately 2,190 square yards of Taxiway A, south of Taxiway D. The reconstruction consists of full depth pavement removal of the asphalt pavement section and construction of a full-strength concrete pavement section. 60 additional calendar days will be given for Bid Alternate 3. Construction of Bid Alternate 3 will be concurrent with Bid Alternate 2.

Bid Alternate 4: Bid Alternate 4 replaces Taxiway H1 and H2 asphalt shoulders with a 12” P-501 concrete section. Bid Alternate 3 consists of construction of 6,220 square yards of 12” P-501 concrete pavement on asphalt base on flexible base. No additional calendar days will be given for Bid Alternate 4.

Fee breakdown is as follows:

	Amount
Original contract amount (Awarded by City Council on December 6,2021)	$535,553.00
Amendment No.1	$598,763.57
Current Contract with this Amendment No.1	$1,134,316.57

COMMITTEE RECOMMENDATION

This item will be presented to the Airport Advisory Board on.

STAFF RECOMMENDATION

Approval of this motion.

Fiscal Impact

Fiscal Year:	2023
Bugeted Y/N?:	Y
Source of Funds:	FAA Grant No. 100
Account #:	433-3608-585-9301
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Funding is available in the Airport Construction Fund.
Account No. 433-3608-585-9301– FAA Grant No. 100

Attachments

RS&H Scope
Attachment A

Construct Taxiways H1 & H2 & Reconstruct TWY A Construction Phase Services

Version 1.0
August 1, 2022
Laredo International Airport
Laredo, TX
RS&H Project No.: 2230081.000

Prepared by *RS&H, Inc.* at the direction of City of Laredo

RS&H

I PROJECT DESCRIPTION

The City of Laredo, owns and operates Laredo International Airport (LRD). The City of Laredo has selected RS&H, Inc. to provide construction phase services for the construction of Taxiway H1 and Taxiway H2.

The proposed project will include the construction of two new taxiway connectors between the terminal apron and Taxiway J and the decommissioning of Taxiway H between Taxiway J and the terminal apron. The taxiway connectors include new concrete pavement, asphalt shoulder section, drainage, taxiway lighting, and taxiway signage.

Taxiway H has a direct access from the terminal apron to Runway 18L-36R. A direct access from an apron to a runway does not conform to FAA standards as described in AC 150/5300-13B. Taxiway H will be demolished from the existing terminal apron to Taxiway J. The overall project limits are shown in Figure 1 herein.

The project was designed and bid with four bid alternates. Alternate 1, Alternate 2, and Alternate 3 are concrete reconstruction of various sections of Taxiway A which are currently asphalt. See Figure 2 herein for project alternate locations. Alternates will be awarded based on bid prices received and availability of funding.

The construction cost estimate of the project is **$8,400,000** including the base bid and all alternates. The project is scheduled for 450 calendar days of construction. The following is a breakdown of the construction schedule based on the bid alternatives:

- Base Bid 270 Calendar Days
- Bid Alt #1 60 Additional Calendar Days
- Bid Alt #2 60 Additional Calendar Days
- Bid Alt #3 60 Additional Calendar Days
- Bid Alt #4 No Additional Calendar Days

This project has been designed and bid under a separate scope of work and the scope of this contract is only for the Construction Administration and Resident Project Representative Services.

The construction work includes the following project elements:

- Construction of Taxiways H1 and H2

- Demolition of Taxiway H
- Drainage improvements
- Grading
- Airfield lighting and signage
- Pavement markings
- Safety and Phasing

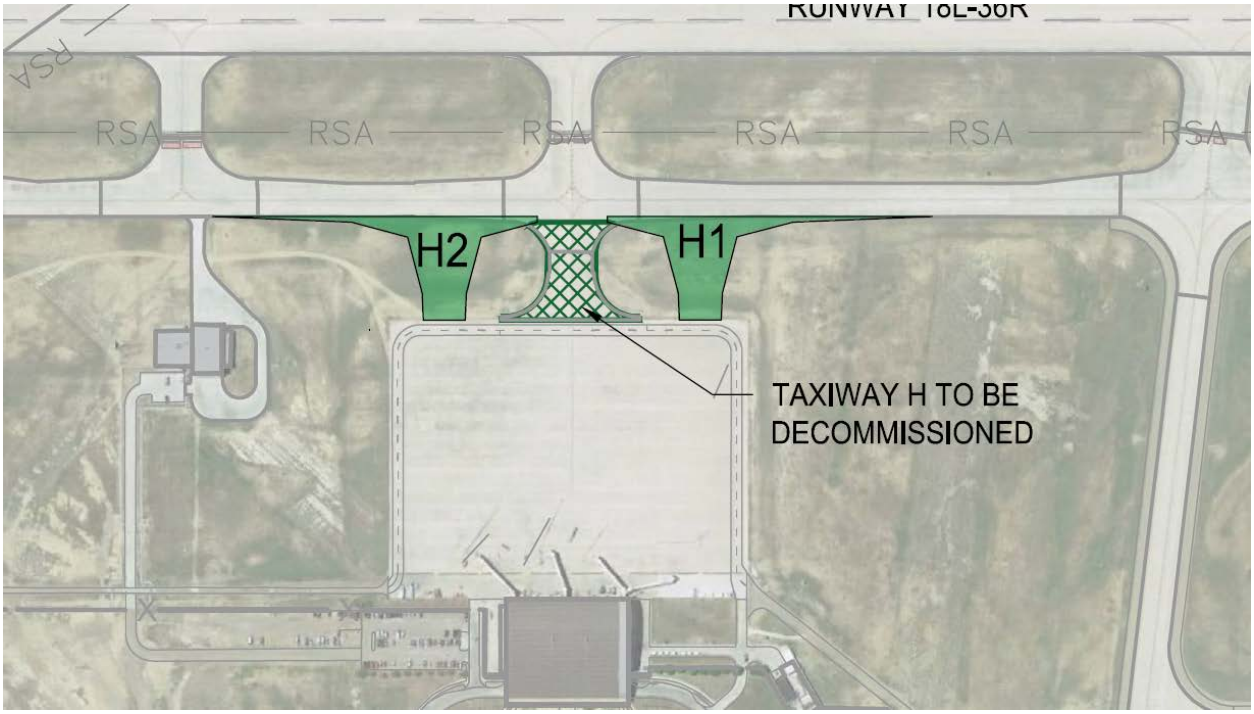


FIGURE 1BASE BID CONSTRUCT TWY H1&H1

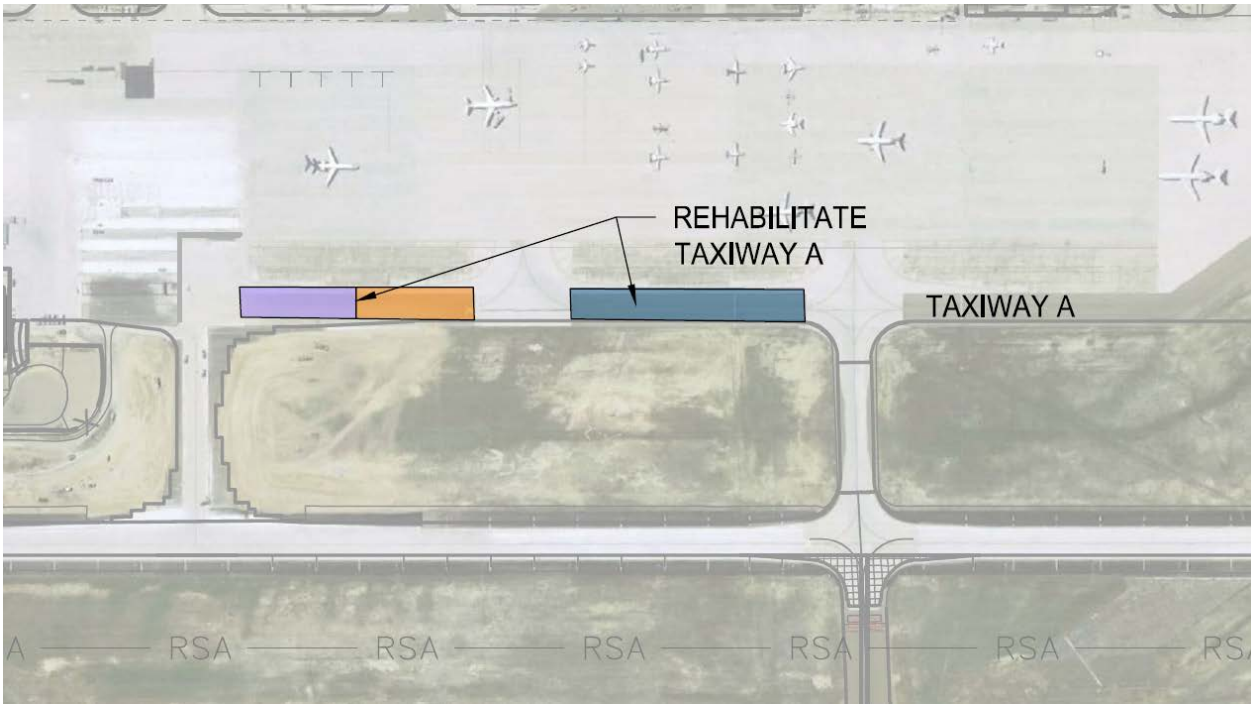


FIGURE 2 BID ALTERNATES - TWY A RECONSTRUCTION

II PROJECT TASKS

TASK 1 CONSTRUCTION ADMINISTRATION SERVICES

The scope (and fee) proposed under this task is based upon an estimated total construction duration as shown in Section I. The scope and fee may need to be modified should the construction duration exceed this time.

To further the construction progress and coordinate efforts, various meetings are anticipated throughout the construction process. For meetings, the Consultant will attend said meetings (either in person or via teleconference, as indicated), prepare and distribute written minutes of the meeting within three (3) working days of the meeting with respect to project components designed by the Consultant, and perform appropriate follow-up activities. The anticipated number of meetings is listed herein; should the requirement for additional meetings be necessary, a change to the Project scope and additional fees may be required.

Specific task breakdowns are as follows:

Task 1.1 Pre-Construction Conference

RS&H will attend and facilitate a pre-construction conference at the Laredo International Airport. RS&H will prepare and distribute an agenda and meeting minutes of the preconstruction conference.

Task 1.2 Contractor Submittal Review

RS&H will review contractors' submittals required by the construction documents, including, but not limited to: shop drawings, test data, samples, materials, equipment, etc. and approve, reject, or otherwise advise on the conformance of such submittals to the requirements of the construction documents. RS&H will maintain a log of all contractor submittals which will include the submittal date, the action taken, and the date returned. RS&H shall respond within seven (7) calendar days.

The review is for the limited purpose of checking for conformance with information given and the design concept expressed in the Construction Documents. RS&H is not responsible for work or requirements that are the Contractor's responsibility as defined in the Contractor's contract with the owner. It is anticipated that a maximum of forty (40) submittals (including resubmittals) will be received, reviewed, and responded to. Review of resubmittals will count as a separate review.

Task 1.3 Technical Plan Interpretations

RS&H will provide the Laredo International Airport and the contractor with technical interpretations of the construction documents or any other Requests for Information (RFI) submitted by the contractors. RS&H will maintain a log of all RFI which will include the date received, the response, and the date returned. RS&H shall respond within seven (7) calendar days. It is anticipated a fifteen (15) RFI responses.

Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Conformed Construction Documents. RS&H may issue, as appropriate, revised drawings and/or specifications authorizing minor variations from the requirements of the Conformed Construction Documents. This work is limited to the content and scope of the Conformed Construction Documents. Any Client-requested deviations from the content and scope of the Conformed Construction Documents may require a change to the project scope and additional fees.

Task 1.4 Change Orders

RS&H will review and concur with change order scope, costs, and any modifications to the construction schedule. All actions will be coordinated and collaborated with the Laredo International Airport prior to contractor notification. RS&H will execute and coordinate all contract change orders through the Airport and FAA for final approval. This scope includes preparation of up to two (2) change orders. This work is limited to the content and scope intent of the original Construction Documents. Any Client-requested deviations from the content and

scope of the original Construction Documents may require a change to the Project scope and additional fees.

All actions will be coordinated and collaborated with the Airport prior to Contractor notification. RS&H will execute and coordinate all contract change orders through the Airport for final approval.

Task 1.5 Substitution Review

RS&H will review and recommend for the Laredo International Airport acceptance or rejection any changes, modifications or substitutions proposed by the contractor. Written justification must accompany any recommendation or rejection. It is anticipated a maximum of eight (8) modifications or substitutions.

Task 1.6 Contractor Pay Requests

RS&H will review contractor applications for payment and supporting data, review the amount owed to the contractor and recommend/approve in writing all payments to contractor in accordance with the Construction Documents. It is anticipated fifteen (15) pay applications will be reviewed.

Task 1.7 Site Inspections

RS&H will provide periodic (Monthly) on-site review/monitoring of construction materials, finishes and workmanship in conformance with the standards established in the construction documents. RS&H will notify the Laredo International Airport immediately, verbally and in writing, of any and all observed deviations and/or defects in material, finishes, equipment, systems or workmanship. It is anticipated fifteen (15) site visits during the project construction. After attending a site visit, the Consultant will prepare a written field report to the Client to advise of any deviation from the Conformed Construction Documents observed by or brought to the attention of the Consultant. The Consultant will additionally make written reports of recommendations to the Client regarding any work completed by the Contractor that the Consultant has determined to be defective, that will not produce a completed Project generally conforming to the Conformed Construction Documents, and / or that will prejudice the integrity of the design concept of the completed Project as a functioning whole.
The Consultant will not have control or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, environmental compliance, or for the safety precautions and programs in connection with the project construction, for the acts or omissions of the Contractor, subcontractors, any of their agents or subcontractor's employees, or any other person performing any of the work or for the failure of such persons to carry out the work in accordance with the Conformed Construction Documents.

Task 1.8 Monthly Progress Meetings, Pre-Paving Meeting

RS&H will prepare for and attend fifteen (15) Monthly construction progress meetings. RS&H will also prepare for an attend two pre-paving meetings - one for asphalt paving, and one for concrete paving. The Consultant will prepare minutes of these meetings and distribute to attendees within three (3) working days of the meeting. These meetings are anticipated to be held via teleconference and will not require travel by RS&H.

Task 1.9 Review Materials Acceptance Test Results

RS&H will compare test results against the specification requirements and notify the Laredo International Airport of any concerns. RS&H will provide recommendations as needed to address the concerns.

Task 1.10 Substantial Completion Site Visit and Punch Lists

RS&H will participate in one substantial completion site visit and prepare a punch list. RS&H will compile a list of deficient items and advise the Airport and contractor of those items and advise of which items must be corrected for the airport to take beneficial occupancy of the project area.

Task 1.11 Prepare Record Drawings and Final Contract Report

RS&H will prepare and provide reproducible Record Drawings (PDF and CAD files), which will become the property of the Airport, to show significant changes made in the work during the construction of the project. These documents will include all field changes recorded and incorporated during the project based on red line mark ups provided to RS&H by the contractor.

RS&H will prepare and submit the Final Contract Report per FAA requirements.

Task 1.12 Warranty Inspections

Prior to the expiration of construction or equipment warranties or guarantees, RS&H will coordinate a site walk with the contractor and the Laredo International Airport providing an inspection of the facility and providing a report of all observed defects in material, equipment and/or workmanship that are covered under the projects' warranties or guarantees.

Task 1.13 Coordination with Owner

RS&H will coordinate with the Laredo International Airport all contact or direction given to the Contractor by the Engineer.

Task 1.14 Progress Meeting Minutes

RS&H will prepare meeting minutes for all meetings conducted during this phase and provide a copy of all meeting minutes to the Laredo International Airport.

Task 1.15 FAA Grant Documentation

RS&H will prepare FAA grant documentation as required, throughout the duration of the project including weekly construction reports, project redlines, as built drawings and project closeout reports.

Task 1.16 Project Management

The Consultant will consult with the Client and act as their representative with respect to the project components throughout construction of the Project.

This task will include providing oversight of project components designed by the Consultant; general correspondence by the Consultant with the Client, the Contractor, the RPR, and other governmental authorities, as needed; coordination of meetings with the Client, the Contractor, the RPR, and other governmental authorities; project reporting; and project record keeping.

The Consultant will manage the Project in a professional manner to complete the efforts within the proposed time frame. This task includes scheduling, resource allocation, monitoring, oversight, direction, and control for aspects of the Consultant's efforts, including assembly and coordination of documentation.

The Consultant will not have control or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures or for the safety precautions and programs in connection with the project construction, for the acts or omissions of the Contractor, subcontractors, any of their agents or subcontractor's employees, or any other person performing any of the work or for the failure of such persons to carry out the work in accordance with the Construction Documents.

RS&H will make monthly progress reports to the Laredo International Airport during the entire duration of the project and coordinate with the FAA as needed. RS&H will manage the project in a professional manner and will assign qualified individuals or subconsultants to the project. The monthly progress reports will include a written description of each task identified within the contracted scope of services as of the date of the progress report. The progress reports will also include a monthly invoice for professional services.

TASK 2 RESIDENT PROJECT REPRESENTATIVE

The Consultant will provide the services of an RPR at the Project construction site to assist the Consultant and to provide more extensive observation of the Contractor's work. Specific items will include:

Task 2.1 Pre-Construction Services

RS&H will complete services in preparation for the actual commencement of construction. This includes preparation of the Construction Management Plan (CMP) in accordance with FAA

requirements and submit for approval and review of early submittals prior to actual on-site construction observation.

Task 2.2 Resident Project Representative Services

RS&H will provide resident project representative services for the project. Specific items will include:

A. Project Startup: The Resident Project Representative (RPR) will prepare the project for construction startup. The RPR will coordinate with the contractor before and after the preconstruction conference to provide access for the contractor to enter the site to perform surveying, mobilization, and other project elements in preparation of construction beginning. The RPR will develop necessary paperwork, forms, reports, etc. in preparation of construction startup. The RPR will coordinate with the Laredo International Airport Assistant Director to ensure all issues are addressed and properly communicated with the contractor, tenants, FAA, etc. prior to construction startup. The RPR will coordinate with the Laredo International Airport concerning all Airport and FAA facilities, NAVAIDS, runway and taxiway lighting circuits and communications cables issues to ensure all electrical related issues are covered and procedures in place to prevent circuits being cut, damaged or otherwise affected prior to construction startup. Coordinate repair of facilities as damage occurs.

B. Schedules: Review the baseline and all subsequent progress schedules, schedule of Shop Drawing submittals, and schedule of values prepared by the Contractor and consult with the Engineer concerning acceptability.

C. Conferences and Meetings: Attend meetings with the Contractor, Owner and Engineer such as the preconstruction conference, monthly progress meetings, job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.

D. Liaison: Serve as the Engineer's liaison with the Contractor, working principally through the Contractor's superintendent and/or project manager and assist in understanding the intent of the Construction Documents. Assist the Engineer in serving as the Owner's liaison with the Contractor when the Contractor's operations affect the Owner's on-site operations.

E. Review of Work, Inspections and Tests: Perform the following:
   a. Conduct on-site observations of the Work in progress to assist the Engineer in determining if the Work is, in general, proceeding in accordance with the Construction Documents.
   b. Report to the Engineer whenever the RPR believes that any Work is unsatisfactory, faulty, or defective or does not conform to the Construction Documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required. Advise the Engineer of Work that the RPR believes should be

corrected or rejected, or should be uncovered for observation, or requires special testing, inspection, or approval. Coordinate materials acceptance testing failed results and coordinate retesting.

c. Verify that tests, equipment, and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the Contractor maintains adequate records thereof; and observe, record, and report to the Engineer appropriate details relative to the test procedures and startups.
d. Monitor the contractor's activities as they relate to the Construction Safety Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD). Immediately inform the contractor, Engineer, and the Laredo International Airport when the contractor is in non-compliance with the standards and procedures contained in these documents, so that appropriate actions can be taken.
e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of those inspections, and provide written reports of said visits to the Engineer.
f. Field inspect Change Order work to verify completion in accordance with Construction Documents.

F. Interpretation of Construction Documents: Report to the Engineer when clarifications and interpretations of the Construction Documents are needed and transmit to the Contractor clarifications and interpretations as issued by the Engineer.

G. Contract Modifications: Consider and evaluate the Contractor's suggestions for modifications in Drawings or Specifications and submit a report with the RPR's recommendations to the Engineer. Transmit to the Contractor decisions as approved by the Laredo International Airport.

H. Project Records: Perform the following:
a. Maintain, at the job site, orderly files for correspondence, reports of job conferences, Shop Drawings, samples, and reproductions of original Construction Documents incorporating Addenda, Change Orders, additional Drawings issued subsequent to the execution of the Contract, the Engineer's clarifications and interpretations of the Construction Documents, progress reports, test reports, and other Project related documents.
b. Keep a log-book, recording the Contractor hours on the job site, weather conditions, data relative to questions, Change Orders or changed conditions, list of job site visitors, equipment on the site, daily activities, decisions, observations in general, any accident incidents, and specific observations in more detail as in the case of observing test procedures and send copies to the Engineer.
c. Record names, addresses and telephone numbers of all the contractors, subcontractors and major suppliers of materials and equipment.
d. Record and monitor installed work for compiling and submitting bimonthly estimates for progress payments to contractors.
e. Develop and maintain a materials test record book.

I. Project Reports: Perform the following:
   a. Furnish the Laredo International Airport and Engineer FAA weekly construction progress reports as required of progress of the Work.
   b. Consult with the Laredo International Airport and Engineer in advance of scheduled major tests, inspections or start of important phases of the Work.
   c. Draft proposed Change Orders, obtaining backup material from the Contractor, and recommend Change Orders to the Laredo International Airport.
   d. Report immediately to the Laredo International Airport and Engineer upon the occurrence of any accident.

J. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals, and other data required to be assembled and furnished by the Contractor, are applicable to the items actually installed and in accordance with the Construction Documents. RPR will have this material delivered to the Engineer for review and forwarding to the Laredo International Airport prior to final payment for the Work.

K. Project Closeout: Perform the following:
   a. Before the Laredo International Airport issues a Certificate of Substantial Completion, conduct a pre-final inspection and submit to the Contractor and the Airport a punch list of observed items requiring completion or correction.
   b. Conduct a final inspection in the company of the Engineer, the Airport and the Contractor and prepare a final punch list of items to be completed or corrected.
   c. Observe that all items on the final punch list have been completed or corrected and make recommendations to the Engineer concerning acceptance.

TASK 3 QUALITY ASSURANCE SURVEY

RS&H will provide quality assurance survey verifications and field survey for acceptance of final grades.

TASK 4 MATERIALS ACCEPTANCE TESTING

The Consultant will provide the services of an independent testing laboratory to perform inspections, tests, and approvals of samples, materials, and equipment required by the Construction Documents, or to evaluate the performance of materials, equipment, and facilities of the Contractor, prior to their incorporation into the work of the Project with appropriate professional interpretation thereof. Specific items will include:

- Earthwork testing of subgrade soils
- Earthwork testing of fill materials
- Subgrade density testing
- Earthwork testing of chemically stabilized material
- Aggregate base testing

- Bituminous base course testing
- Portland cement concrete pavement testing

TASK 5 AGIS SURVEY – **NOT INCLUDED IN THIS SCOPE OF WORK**

III MEETINGS AND PRESENTATIONS

RS&H will prepare for and attend the following meetings:

- Pre-Construction Meeting
- Pre-paving Meetings (2)
- Monthly Construction Progress Meetings (15)
- Substantial Completion Site Visit
- Warranty Inspection

IV DELIVERABLES

RS&H will provide the following deliverables:

- Record Drawings
- Final Contract Report
- FAA Grant Documentation

V PROJECT SCHEDULE (OPTIONAL)

RS&H will provide the above referenced services within the following schedule (or as mutually agreed upon by the Airport and RS&H).

- Task 1 – Construction Administration within 450 Calendar Days of Construction NTP, then as required to complete closeout activities. Should the Construction Duration exceed 450 Calendar Days, additional services may be required to continue providing such services outlined under Task 1.
- Task 2 – Resident Project Representative Services within 450 Calendar Days of Construction NTP. Should the Construction Duration exceed 450 Calendar Days, additional services may be required to continue providing such services outlined under Task 2.
- Task 3 – Closeout Documents within 60 Calendar Days of Construction Final Completion.

Delays to the anticipated schedule outside of the Consultant's control will require re-evaluation of the proposed schedule and / or fees.

VI ASSUMPTIONS AND EXCLUSIONS

The following assumptions have been made for this Scope of Work:

- Project construction will follow the phasing plans in the project bid documents.
- Project construction duration will be 450 calendar days. Should the construction duration exceed 450 calendar days, additional services and fees may be required to continue providing such services outlined under Task 1 and Task 2.
- Resident Project Representative hours are based on a maximum of 45 hours per week, 40 hours per week during the project mobilization and punchlist phases.

The following items are excluded from this Scope of Work:

- An updated, as built-ALP is not included in this scope of work.
- As-built Surveys and AGIS uploads are not included in this scope of work.
- RS&H will only perform services/work related in any way to PFAS chemicals or substances possibly containing PFAS chemicals (including but not limited to sampling, handling, and remediating) to the extent the City of Laredo specifically directs, in writing, RS&H to perform such services/work, and RS&H shall not be liable for the nonperformance of such services/work.
- NPDES Permit
- Permitting Fees and Permitting Coordination
- Topographic survey
- Boundary surveys
- Obstruction surveys
- Survey platting
- Construction Staking
- Construction Verification Surveys
- Funding coordination outside of grant closeout
- Transportation Security Administration coordination
- Environmental remediation (wetlands, soil contamination, etc.)
- Any and all permit fees unless otherwise indicated
- Additional travel to the Airport, FAA offices, or any other requested travel, beyond those meetings explicitly noted herein

VII PROFESSIONAL SERVICES FEE AND FEE TYPE

RS&H will provide the above referenced services for a Hourly-Rate, Not-To-Exceed amount of $598,763.57, unless otherwise authorized by the client. See Attachment A for a breakdown of costs.

LAREDO INTERNATIONAL AIRPORT
GENERAL ON-CALL SERVICES CONTRACT

ATTACHMENT "A" - PROJECT COSTS

Construct Taxiways H1 & H2 and Reconstruct TWY A Construction Phase Services - COST PLUS

8/1/2022

PROJECT COST SUMMARY

	Labor/ Professional Services	Reimbursable Expenses	Total
Task 1: Construction Administrative Services	$381,841.57	$21,422.00	$403,263.57
Task 2: Resident Project Representative Services	$195,500.00	$0.00	$195,500.00
GRAND TOTAL PROPOSED FEE	**$577,341.57**	**$21,422.00**	**$598,763.57**

City Council-Regular
Meeting Date: 10/17/2022
Initiated By: Riazul Mia, Assistant City Manager

Staff Source: Ramon E. Chavez, P.E. City Engineer; Guillermo Heard, Fire Chief

SUBJECT

Consideration for approval of the selection of the top-ranked consultant for Request for Qualifications (RFQ) FY21-ENG-16 City of Laredo Fire Station #10 Fleet Annex Building to be located at 11015 McPherson Road and authorization to negotiate and execute a professional service contract, to include the schematic design, design development, construction documents, procurement services, bid documents, specifications, and estimates for completion of the project. The building shall be approximately 10,000 sq. ft. with 1,800 sq. ft. of office space, reception area, lounge area, restrooms, fleet shop bay area with high ceilings, and bay doors. Five (5) responses were received at the City Secretary's Office on or before October 7, 2021, at 4:00 P.M. The evaluation committee recommends the selection of Cavazos & Associates Architects, PLLC, Laredo, Texas; based on the final rankings below:

1. Cavazos & Associates Architects, PLLC, Laredo, TX
2. Sepulveda Associates Architect, Inc., Laredo, TX
3. RedLine Architecture, LLC., Laredo, TX
4. Debra J. Dockery, Architect, PC, San Antonio, TX
4. DeMunbrun Scarnato Associates, Inc., San Antonio, TX

There is no financial impact at this time.

PREVIOUS COUNCIL ACTION

On April 26, 2021, City Council approved to fund this project as part of the Capital Improvements Program.

BACKGROUND

The City of Laredo received statement of qualifications (SOQ's) for FY21-ENG-16 City of Laredo Department Fire Station #10 Fleet Annex Building at 11015 McPherson Road from qualified firms interested in providing professional services for schematic design, design development, construction documents, procurement services, bid documents, specifications, and estimates for the completion of the City of Laredo Fire Station #10 Fleet Annex Building to be located adjacent to 11015 McPherson Road.

Five (5) firms responded to the request for qualifications on Friday, October 7, 2021, at 4:00 PM as follows:

1. Cavazos & Associates Architects, PLLC, Laredo; TX.
2. DeMunbrun Scarnato Associates, Inc.; San Antonio, TX.
3. Redline Architecture, LLC; Laredo, TX
4. Debra J. Dockery, Architect, P.C., San Antonio, TX
5. Sepulveda Associates Architects, Inc; Laredo, TX

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Approval of this motion.

Fiscal Impact

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

Funding is available in the 2021 CO.

Attachments

FY21-ENG-16 Final Rankings

CITY OF LAREDO
Engineering Department
RFQ FY21-ENG-16
Fire Station #10 Fleet Annex Building at 11015 McPherson Rd.
Committee Evaluation

FINAL RANKINGS	
Cavazos & Associates Architects, PLLC, Laredo, TX	**1**
Sepulveda Associates Architect, Inc., Laredo, TX	**2**
RedLine Architecture, LLC., Laredo, TX	**3**
Debra J. Dockery, Architect, PC, San Antono, TX	**4**
DeMunbrun Scarnato Associates, Inc., San Antonio, TX	**4**

EVALUATOR RANKINGS	Evaluator #1	Evaluator #2	Evaluator #3	Evaluator #4	Evaluator #5
Cavazos & Associates Architects, PLLC, Laredo, TX	1	3	1	1	2
Debra J. Dockery, Architect, PC, San Antono, TX	4	4	5	4	4
DeMunbrun Scarnato Associates, Inc., San Antonio, TX	4	4	4	5	4
RedLine Architecture, LLC, Laredo, TX	2	1	3	3	2
Sepulveda Associates Architect, Inc., Laredo, TX	2	2	2	2	1

Date: October 11, 2022

City Council-Regular

Meeting Date: 10/17/2022

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; John Porter, Environmental Services Director and Arturo Garcia, P.E., Utilities Director

SUBJECT

Consideration for approval of change order No. 1, a decrease of $143,259.50 for the scope of work reduction and to account for delays related to utility conflicts, design change requests, and long lead times associated with impacts from COVID-19 to Azar Services, LLC., Laredo, Texas; contingency allowances in the amount not to exceed $75,000.00 for additional work to be done on storm sewer, sanitary sewer, water lines and additional contract time of 658 calendar days for the Flores Avenue Drainage & Utility Improvements - Phase II. Current total contract amount including this change order is $1,697,644.00 and a total contract time of 1,051 calendar days. Estimated completion date with this change order is April 18, 2023. Funding is available in the 2016 Environmental C.O. Bond, 2016 Water Revenue Bond and 2017 Sewer Revenue Bond.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On April 6, 2020, City Council approved to award a construction contract to the lowest responsible responsive bidder Azar Services, LLC., Laredo, Texas, in the amount of $1,840,903.50 for the Flores Avenue Drainage and Utility Improvements – Phase II with a construction contract time of two hundred forty (240) calendar days; and authorized the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents. After a notice to proceed is issued, estimated completion date for the project is scheduled for December 2020.

BACKGROUND

The project consists of the installation of 24” and 30” RCP storm sewer, 8” PVC sanitary sewer, and 8”, 12”, and 16” PVC water line along Flores Avenue from Hidalgo Street to Victoria Street, including manholes, appurtenances, and other related improvements.

Plans and specifications were prepared by Lockwood, Andrews & Newnam, Inc.,

Austin, Texas.

Three (3) bids were received at the City Secretary's Office at 4:00 P.M. on Thursday, February 13, 2020, and publicly opened, read, and taken under advisement on Friday, February 14, 2020, at 11:00 A.M. as follows:

Contractor (s)	Base Bid	Deductive Alternate (removing asphalt pavement)	Additive Alternate (stamped concrete pavement)
Azar Services, LLC. Laredo, Texas	$1,504,028.50	$267,050.00	$603,925.00
Altus Construction, LLC. Laredo, Texas	$2,233,071.80 (Corrected Bid)	$453,250.00	$599,270.00
Sal Construction Management, LLC Weslaco, Texas	$3,533,101.00 (Corrected Bid)	$441,000.00	$509,600.00

The bid and bid bonds for Azar Services, LLC., Laredo, Texas, were checked and found to be in order. Staff concurs with consultant and recommends award in the amount of $1,840,903.50 to Azar Services, LLC., Laredo, Texas.

Construction contract time is two hundred forty (240) calendar days after notice to proceed is issued. Completion date for the project is scheduled for December 2020.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Approval of this motion.

Fiscal Impact

Fiscal Year:	2023
Bugeted Y/N?:	Y
Source of Funds:	Bonds
Account #:	249-9871-535-9301
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

Fiscal Year:	2023

Bugeted Y/N?: Y
Source of Funds: Bonds
Account #: 557-4183-535-9301
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:
Funding is available in the: 2016 Environmental CO 249-9871-545-9301, 2016 Water Revenue Bond 557-4183-535-9301, 2017 Sewer Revenue Bond 559-4298-535-9301.

Fiscal Year: 2023
Bugeted Y/N?: Y
Source of Funds: Bonds
Account #: 559-4298-535-9301
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Attachments

Change Order 1

CHANGE ORDER #1

Lockwood, Andrews & Newnam, Inc.
A LEO A DALY COMPANY

PROJECT	Flores Ave. Drainage & Utility Improvements P2	***PROJECT NO.***	120-12025-000
CLIENT	City of Laredo Engineering Department	***DATE***	10/3/2022
CHANGE TITLE	Corrections based on RFIs and WCDs Revisions to Construction Project Scope/Contract	***NTP DATE***	6/1/2020

CHANGE DESCRIPTION

1. The details of this change order are provided in the following attachments.
    a. Details of revisions made to Construction Project Scope/Contract are provided in "LAN Memo."
2. CAEA #3 and CAEA #4 have not been approved at this time and are not included in monetary or time totals.
3. The construction scope and schedule has been adjusted to account for delays and market changes including AEP utility conflicts, City CIP and design change requests, and the impact on the construction market from COVID-19, long lead times for materials, and inflation. Scope includes City buyback of excess stormwater inventory.
4. Allowances - The contingency allowance amount has been revised for the remaining work to be the following:
    - Contingency Allowance for Additional Work to be done on Storm Sewer - $25,000
    - Contingency Allowance for Additional Work to be done on Sanitary Sewer - $25,000
    - Contingency Allowance for Additional Work to be done on Water Lines - $25,000

CHANGE JUSTIFICATION

1. City approved addition of working days for weather delays per contract terms.
2. Additional work and changes as directed by City.
3. Proposed changes in construction scope and schedule are detailed in the attached memo.
    A. Construction scope has been reduced per coordination with the City. See markups to Construction Drawings in the attached memo.
    B. Schedule has been adjusted to account for delays related to AEP utility conflicts, City CIP and design change requests, and long lead times associated with impacts from COVID-19.
    C. Unit prices have been adjusted to account for the impacts of inflation in the construction industry.
    D. Scope includes City buyback of excess stormwater material inventory in the Contractor's possession.

CHANGES TO CONTRACT AMOUNT

Original Contract:	$1,840,903.50
Additions/Deductions to Date:	$0
Contract to Date:	$1,840,903.50
Additions this Change Order:	$49,532.50
Deductions this Change Order:	($143,259.50)
Revised Contract:	***$1,697,644.00***

Original Cash Allowance:	$210,000.00
Expenditures to Date:	$54,039.00
Rem. Cash Allowance:	$155,960.00
This Expenditure:	$75,000
Current Cash Allowance Balance:	**$80,960.00**

CHANGES TO CONTRACT SCHEDULE (Calendar day schedule)

Original Contract Period:	240
Extensions to Date:	153
Contract Period to Date:	393
Extensions with this Change Order:	658
New Contract Period:	1051
Amended Completion Date:	***4/18/2023***

CHANGE ORDER #1

Lockwood, Andrews & Newnam, Inc.
A LEO A DALY COMPANY

RECOMMENDED BY

Engineer: Lockwood, Andrews & Newnam, Inc.

Signature: Travis Michel Date: 10/3/2022

Representative: Travis Michel, PE

ACCEPTED BY

Contractor: AZAR Services, LLC

Signature: _____ Date: _____

Representative: Balt Ramos

APPROVED BY

Owner: City of Laredo Engineering Department

Signature: _____ Date: _____

Representative: _____

ATTACHMENTS

Breakdown of changes per each approved RFI and WCD.
Letter from AZAR with full list of weather days (27) including notes of City's approval (24).
RFI #2 requesting 30 days for delays and performance of stated work.
Change request for remove and replace of 376 LF concrete curb and gutter plus 15 working days.
LAN Memo "Revisions to Construction Project Scope and Contract with Azar" dated October 3, 2022

CHANGE ORDER ITEMS

ITEM	DESCRIPTION	UNIT PRICE	QTY	UNIT	COST
RFI 2					
NEW	PHASE 1 FLOWABLE FILL	$ 1.00	7950	SF	$ 7,950.00
RFI #2 DATED JUNE 15, 2020 - ISSUE WITH 6" TO 8" FLOWABLE FILL ENCOUNTERED UNDERNEATH THE ASPHALT PAVING. UNFORSEEN CONDITION. WORK ITEMIZED FOR EACH PHASE. ISSUE WAS FOUND IN PHASE 1 ONLY. DELAY IN PROGRESS 30 DAYS.					
RFI 3					
1	18” RCP STORM SEWER, BY OPEN CUT, COMPLETE IN PLACE (D-304)	$ 38.00	-5	LF	$ (190.00)
2	24” RCP STORM SEWER, BY OPEN CUT, COMPLETE IN PLACE (D-304)	$ 52.00	13	LF	$ 676.00
RFI #3 DATED JUNE 22, 2020 - PER ON-SITE MEETING, MANHOLE ST16 WAS MOVED 11 FEET TO THE EAST AND CURB INLET B07 MOVED 2 FEET TO THE EAST RESULTING IN CHANGES IN PIPE LENGTHS.					
RFI 4					
1	18” RCP STORM SEWER, BY OPEN CUT, COMPLETE IN PLACE (D-304)	$ 38.00	-14	LF	$ (532.00)
NEW	12” DR18 HDPE, BACKFILL WITH FLOWABLE FILL	$ 65.00	28	LF	$ 1,820.00
RFI #4 DATED SEPTEMBER 10, 2020 - AT INTERSECTION OF FLORES AND MATAMOROS, 18" STORM SEWER BETWEEN INLET B12 AND MH-ST09 IN CONFLICT WITH EXISTING AEP LINE. 18" RCP REPLACED WITH 2-12" HDPE PIPES AND FLOWABLE FILL AT DIRECTION OF INSPECTOR.					
RFI 9					
47	REMOVE AND REPLACE DRIVEWAY (7-INCHES), COMPLETE IN PLACE (DSP428)	$ 10.50	200	SY	$ 2,100.00
RFI #9 DATED APRIL 9, 2021 - AT DIRECTION OF CITY INSPECTOR, CONTRACTOR REMOVED AND REPLACED TWO DRIVEWAYS ON WEST SIDE OF FLORES SOUTH OF MATAMOROS. THESE DRIVEWAYS WERE NOT CALLED TO BE REPLACED IN THE PLAN SET.					
RFI 12					
1	18” RCP STORM SEWER, BY OPEN CUT, COMPLETE IN PLACE (D-304)	$ 38.00	-23	LF	$ (874.00)
NEW	12” DR18 HDPE, BACKFILL WITH FLOWABLE FILL	$ 65.00	46	LF	$ 2,990.00
RFI #12 DATED APRIL 9, 2021 - AT NORTHEST CORNER OF FLORES AND FARRAGUT, 18" STORM SEWER BETWEEN INLET B03 AND MH-ST05 IN CONFLICT WITH EXISTING LINES. 18" RCP REPLACED WITH 2-12" HDPE PIPES AND FLOWABLE FILL AT DIRECTION OF INSPECTOR.					
RFI 14					
1	18” RCP STORM SEWER, BY OPEN CUT, COMPLETE IN PLACE (D-304)	$ 38.00	-15	LF	$ (570.00)
NEW	12” DR18 HDPE, BACKFILL WITH FLOWABLE FILL	$ 65.00	30	LF	$ 1,950.00
RFI #14 DATED JUNE 15, 2021 - AT SOUTHEST CORNER OF FLORES AND FARRAGUT, 18" STORM SEWER BETWEEN INLET B01 AND MH-ST03 IN CONFLICT WITH EXISTING LINES. 18" RCP REPLACED WITH 2-12" HDPE PIPES.					

CHANGE ORDER ITEMS

WORK CHANGE DIRECTIVE 1					
NEW	MOBILIZATION	$1,500.00	1	LS	$ 1,500.00
NEW	CONSTRUCTION SURVEYING	$ 500.00	1	LS	$ 500.00
NEW	CRANE TO INSTALL 6' MANHOLES	$1,800.00	1	EA	$ 1,800.00
9	6-FOOT MH GREATER THAN 12', ST08 AND ST08	$5,500.00	2	EA	$ 11,000.00
10 REV	5' MANHOLE ORDERED AT AZAR YARD	$3,000.00	2	EA	$ 6,000.00
FIELD CHANGES WERE REQUESTED BY AEP TO SHORTEN THE CROSSING LENGTH OF THE STORM SEWER WITH THEIR CONCRETE ENCASEMENT LINES.					
WORK CHANGE DIRECTIVE 2					
NEW	DEMO EX CURB & GUT	$ 52.50	185	LF	$ 9,712.50
NEW	INSTALL TYPE A CURB & GUT	$ 20.00	185	LF	$ 3,700.00
AUG 20, 2021 - RECEIVED EMAIL FROM AZAR WITH COST PROPOSAL TO REMOVE AND REPLACE 376 FL OF CURB AND GUTTER BETWEEN FARRAAGUT AND HIDALGO AS DIRECTED BY CITY INSPECTOR.					
TOTAL COST					**$ 49,532.50**

ADDED DAYS		
RFI 2	30 DAYS	
RFI 10	TIME DELAY WAS IMPLIED BUT NEVER REQUESTED.	
WCD 2	15 DAYS	
WEATHER	24 DAYS	as of Aug 10

August 04, 2021

Flores Ave Drainage and Utility Improvements Phase 2

Rain Days

^ June 26, 2020, Friday

~~July 28, 2020, Tuesday~~

~~August 1, 2020, Saturday~~

^ September 07, 2020, Monday

^ September 08, 2020, Tuesday

^ September 17, 2020, Thursday

^ October 27, 2020, Tuesday

^ December 31, 2020, Thursday

^ January 20. 2021, Wednesday

^ February 11, 2021, Thursday

^ February 12, 2021, Friday

^ February 13, 2021, Saturday

^ April 17, 2021, Saturday

^ May 01, 2021, Saturday

~~May 18, 202, Tuesday~~

^ May 19, 2021, Wednesday

^ June 01, 2021, Tuesday

June 28, 2021, Monday

June 29, 2021, Tuesday

July 06, 2021, Tuesday

July 07, 2021, Wednesday

July 08, 2021, Thursday

July 09, 2021, Friday

July 10, 2021, Saturday

August 02, 2021, Monday

August 03, 2121, Tuesday

August 04, 2021, Wednesday

Ramon Chavez sent an email on June 23, 2021 approving all days except for July 28, August 1, and May 18.

^ Approved from the letter dated June 10, 2021

These are the actual rain days does not include any additional days for drying out, etc.

Respectfully,

Balt Ramos

AZAR SERVICES,L.L.C

June 15, 2020

Flores Ave Drainage and Utility Improvements Phase 2

RFI # 2

Mr. Linares,

The Issue with 6" to 8"of flow-able fill encountered underneath the asphalt paving. Unforeseen condition.

- Phase 1 from station 5 + 50 to 3 +00 7950 Square feet
- Phase 2 from station 3 +00 to 0 + 25 7955 Square feet
- Phase 3 from station 5 + 00 to 8 +50 6695 square feet
- Phase 4 from station 8 + 50 to 10 + 50 4750 square feet
- Phase 5 from station 10 + 50 to 12 + 50 5650 square feet
- Approximately 625 Cubic Yard of demolition and hauling
- Delay in progress 30 days
- Total cost of $33,000.00 or a $1.00 per square foot.

If you have any questions or need any additional information, please let me know.

Respectfully,

Balt Ramos

	A	B	C	D	E	F
1						
2		**Flores Ave. Drainage and Utility Improvement Project Phase 2**				
3		CAEA #4				
4		Remove and replace existng curb and gutter				
5						
6	Item					
7	No.	DESCRIPTION	Quantity	Unit	Unit Price	Total
8						
9		Intersection of Flores Ave between Faragutt and Hildago Street to remove and replace Curb and gutter				
10						
11		**Add**				
12	1	Demolish existing Curb and gutter and properly dispose	376	LF	$ 52.50	$ 19,740.00
13	2	Compact subgrade and set grade	1	LS	$ -	$ -
14	3	Complete in place Type A Curb and Gutter	376	LF	$ 20.00	$ 7,520.00
15						
16		Total Add				**$ 27,260.00**
17						
18						
19						
20		Add 15 Days to contract				

Lockwood, Andrews & Newnam, Inc.
A LEO A DALY COMPANY

March 30, 2022
Revised October 3, 2022

Mr. Ramon Chavez, P.E., Engineering Dept. Director
City of Laredo
1110 Houston St
Laredo, Texas 78040

Via email: rchavez@ci.laredo.tx.us

RE: Flores Ave. Drainage and Utility Improvements – Phase II
Revisions to Construction Project Scope and Contract with Azar

Dear Mr. Chavez,

As you are aware, the Flores Avenue Drainage & Utility Improvements project has been on hold for several months as the remaining scope of construction work was revised. LAN has coordinated with the Contractor, Azar Services LLC, regarding the remaining stormwater, water and wastewater improvements, and is providing this letter as a summary of the contract financials and schedule impacts.

Financials

Currently, the Contractor has been paid for all work completed to date thru the September 2021 pay application (See Attachment 1). A summary of the remaining balance is provided below:

Item	Value
Original Contract plus Approved Change Orders / Contingency Allowances	$1,840,903.50
Amount Earned to Date (thru Sep 2021 invoice)	$911,539.50
Amount Withheld to Date (5% retainage)	$45,576.98
Balance Remaining in Current Contract	**$929,364.00**

To simplify the financial tracking for this project, since the remaining construction scope results in numerous changes to bid items/quantities, we recommend that the current contract balance (and associated pay items/quantities) be “zeroed out” and deducted from the construction contract.

Additionally, since the project was initially bid in mid-2020, the construction labor and materials market has been extremely volatile with significant cost increases. With the reduction in construction scope and delay in resolving conflicts and confirming the updated project scope, Azar has proposed revisions to their unit prices for the remaining construction scope. Attachment 2 includes a cost proposal reflecting the remaining scope items with increased unit costs reflecting the recent market conditions. LAN has reviewed these items and believes the quantities and costs to be fair and reasonable.

Lastly, since a significant portion of the original stormwater items have been removed from the project, Azar would like to sell back to the City the unused stormwater manholes and curb inlets, which were already purchased for the project. LAN has reviewed the proposed costs for buy- back and believes them to be fair and reasonable based on current market conditions for these items. A summary of the stormwater inventory is included as Attachment 2.

A summary of the updated contract value with approval of the proposed cost proposal for remaining work, plus the buy-back of stormwater inventory items (See Attachment 3), is summarized below:

Item	Value
Amount Earned to Date (thru Sept. 2021 Invoice)	$911,539.50
Cost Proposal for Remaining Scope	$695,754.50
Stormwater Buy-Back Inventory	$90,350.00
Total Revised Project Cost	**$1,697,644.00**

Comparing the previous contract amount to the current proposed project amount is summarized below:

Item	Value
Original Contract plus Approved Change Orders / Contingency Allowances	$1,840,903.50
Total Revised Project Cost	$1,697,644.00
Net Savings to the City	**$143,259.50 (7.8%)**

Based on the summarized contract values above, LAN recommends accepting these proposed contractual changes, and issuing a new Notice-to-Proceed to Azar Services LLC reflecting the revised overall contract amount of $1,690,644.00.

Schedule

Azar has provided a revised schedule to complete the remaining scope of work (See Attachment 4). Based on the proposed schedule to complete the work, we recommend the City update Azar's contractual completion date to April 18, 2023.

Please review at your earliest convenience and let me know if the City is in agreement with these contractual revisions. I am available to meet and discuss at your convenience.

Sincerely,

Travis Michel, P.E.
Senior Associate, Team Leader

Cc: Arturo Garcia, PE – Utilities Director
John Porter, PE, CFM – Environmental Services Director
Balt Ramos – Azar Services, LLC

Attachments:
1) September 2021 Pay Application
2) Updated Work Proposal from Azar Services
3) Stormwater Inventory Buy-back Summary
4) Schedule for Remaining Work from Azar Services

CONTRACTOR'S APPLICATION FOR PAYMENT FORM

PROJECT: **Flores Ave. Drainage and Utility Improvements - Phase II**

Pay Estimate# Nine (9)
From: 08/06/21
To: 09/30/21

Payable to : Azar Services, LLC
201 W. Hillside Rd, Suite 23
Laredo, Texas 78041

Total Days to Date: 339
Total Remaining Days 30
% Compl By Time 73.98%

Original Contract Amount:	$ 1,840,903.50	Total Amt. to-Date:	$ 911,539.50
Change Orders Approved:	$ 100,080.00	Change Orders Completed:	$ 60,489.50
Contingency Allowance Approved:	$ 100,080.00	Less 5% Retainage:	$ 45,576.98
		Less Previous Payments:	$ 825,755.00
		Amount Due This Period:	$ 40,207.52

CERTIFICATE OF CONTRACTOR: Azar Services, LLC
I Certify that all items and amounts shown on this request for partial payment are correct, and that all work has been performed and/or materials supplied in full in accordance with the requiements of the contract documents:

Contractor Name Baltazar Ramos — Date 10/29/21

CERTIFICATE OF FIELD REPRESENTATIVE:
I have checked this request for partial payment against the notes and reqports of my inspections of the project and is my opinion, the statement of work pereformed and/or materials supplied is acccurate and that the contractor is observing the requirements of the contract documents

City of Laredo Engineering Dept
Juan Medina — Date

CERTIFICATE OF ENGINEER:
I certify that I have checked and verified the above and foregoing request for partial payment and that it is a true and correct statement of work, preformed and/or materials supplied by the contractor and that the same has been performed and/or supplied in full accordance with the requirements of the contract

LNV Engineering: Travis M Michel, PE — Date 10/29/2021

RECOMMEND FOR PAYMENT

Victor J. Linares, P.E.
City of Laredo Utilities Dept:

RECOMMEND FOR PAYMENT

John Porter, REM, CFM, CPM
Environmental Services Director

RECOMMEND FOR PAYMENT

Arturo Garcia, P.E.
City of Laredo Utilities Dept:

RECOMMEND FOR PAYMENT

Ramon E Chavez, P.E.
City of Laredo Engineer

APPROVED FOR PAYMENT

Jose Castillo
Finance Department

AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS
AND RELEASE OF LIENS

OWNER: C| City of Laredo Utilities Department
PROJECT: **Flores Ave. Drainage and Utility Improvements - Phase II**

By this instrument the undersigned contractor engaged in the contruction of the above project hereby certified that on this date, or any time prior thereto, except listed below, the contractor has paid the full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed and for all known indebtedness and claims against the undersigned for damages arising in any manner on or against the project, it's land, improvements and equipment of every kind.

The undersigned hereby certified that he has received all payments currently due under his contract for work on the above referred (except retainage). Therefore, the undersigned does hereby waiver and/or release any and all liens against the property project and as of the 29 day of October, 2021

Azar Services, LLC

Contractor

Baltazar Ramos

Authorized Signature

Baltazar Ramos - President

Typed Signature and Title

STATE OF TEXAS
COUNTY OF WEBB

Before me, the undersigned authority, on this day personally appeared Baltazar Ramos known to me to be the person whose name is subscribed to the foregoing instrument, and being first duly sworn, acknowledged to me that he/she executed the same for the purpose and consideration therein expressed and declared to me that the statements contained herein are true.

SWORN AND SUBSCRIBED TO before me this 29 day of October, 2021

M. De La Rosa

Signature - Notary for the State of Texas

Mariza De La Rosa

Notary Public's Typed Signature

My Commission Expires: 4/6/2022

MARIZA DE LA ROSA
Notary ID #131519784
My Commission Expires
April 6, 2022

PROJECT: Flores Ave. Drainage and Utility Improvements - Phase II
OWNER: City of Laredo Engineering Dept
CONTRACTOR: AZAR Services, L.L.C.

TOTAL WORK TO DATE:	$ 911,539.50
MATERIAL ON HAND:	$ -
5% RETAINAGE:	$ 45,576.98
PREVIOUS PAYMENT:	$ 825,755.00
NET AMOUNT DUE:	$ 40,207.52

DRAW #	Nine (9)
APPLICATION DATE:	10/8/2021
PERIOD FROM:	8/6/2021
PERIOD TO:	9/30/2021

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
ITEM NO.	DESCRIPTION OF WORK	CONTRACT				WORK COMPLETED			MATERIALS STORED FROM RECAP	TOTAL COMPLETED TO DATE		% COMPLETE	BALANCE TO FINISH	RETAINAGE 5%
		UNIT PRICE	QUANTITY	UNIT	AMOUNT	PREVIOUS APPLICATION QUANTITY	THIS APPLICATION QUANTITY	THIS APPLICATION AMOUNT		QUANTITY	AMOUNT			
	BASE BID													
	PROJECT: Flores Ave. Drainage and Utility Improvements - Phase II													
	STORM SEWER ITEMS													
1	18" RCP STORM SEWER, BY OPEN CUT, COMPLETE IN PLACE (D-304	$ 38.00	326.00	LF	$ 12,388.00	139.00		0.00		139.00	5,282.00	43%	$ 7,106.00	264.10
2	24" RCP STORM SEWER, BY OPEN CUT, COMPLETE IN PLACE (D-304)	$ 52.00	395.00	LF	$ 20,540.00	60.00		0.00		60.00	3,120.00	15%	$ 17,420.00	156.00
3	30" RCP STORM SEWER, BY OPEN CUT, COMPLETE IN PLACE (D-304)	$ 79.50	740.00	LF	$ 58,830.00	**740.00**	(40.00)	(3,180.00)		700.00	55,650.00	95%	$ 3,180.00	2,782.50
4	REMOVE EXISTING STORM SEWER (8" to 12"), INCLUDING ALL ASSOCIATED LABOR, DISPOSAL AND MATERIAL COSTS (D-304)	$ 30.00	117.00	LF	$ 3,510.00	117.00		0.00		117.00	3,510.00	100%	$ -	175.50
5	ABANDON EXISTING STORM SEWER (8" to 12") INCLUDING ALL ASSOCIATED LABOR, DISPOSAL AND MATERIAL COSTS (D-304)	$ 90.00	46.00	LF	$ 4,140.00	46.00		0.00		46.00	4,140.00	100%	$ -	207.00
6	REMOVE EXISTING STORM SEWER (18" to 24"), INCLUDING ALL ASSOCIATED LABOR, DISPOSAL AND MATERIAL COSTS (D-304)	$ 50.00	80.00	LF	$ 4,000.00	80.00		0.00		80.00	4,000.00	100%	$ -	200.00
7	ABANDON EXISTING STORM SEWER (18" to 24") INCLUDING ALL ASSOCIATED LABOR, DISPOSAL AND MATERIAL COSTS (D-304)	$ 775.00	10.00	EA	$ 7,750.00	10.00		0.00		10.00	7,750.00	100%	$ -	387.50
8	TYPE "A" INLET, COMPLETE IN PLACE (D-312)	$ 5,650.00	22.00	EA	$ 124,300.00	8.00		0.00		8.00	45,200.00	36%	$ 79,100.00	2,260.00
9	6 FOOT CONCRETE STROM DRAIN MANHOLE, GREATER THAN 8 FEET DEPTH COMPLETE IN PLACE (D-312)	$ 5,500.00	1.00	EA	$ 5,500.00	1.00		0.00		1.00	5,500.00	100%	$ -	275.00
10	5-FOOT CONCRETE MANHOLE, UP TO 8 FEET DEPTH, COMPLETE IN PLACE (D-312)	$ 6,500.00	9.00	EA	$ 58,500.00	**9.00**	(6.00)	(39,000.00)		3.00	19,500.00	33%	$ 39,000.00	975.00

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5% RETAINAGE:	$ 45,576.98
PREVIOUS PAYMENT:	$ 825,755.00
NET AMOUNT DUE:	$ 40,207.52

DRAW #	Nine (9)
APPLICATION DATE:	10/8/2021
PERIOD FROM:	8/6/2021
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ITEM NO.	DESCRIPTION OF WORK	CONTRACT				WORK COMPLETED			MATERIALS STORED FROM RECAP	TOTAL COMPLETED TO DATE		% COMPLETE	BALANCE TO FINISH	RETAINAGE 5%
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	BASE BID													
11	5 FOOT CONCRETE STROM DRAIN MANHOLE, GREATER THAN 8 FEET DEPTH COMPLETE IN PLACE (D-312)	$ 7,500.00	7.00	EA	$ 52,500.00	7.00	(1.00)	(7,500.00)		6.00	45,000.00	86%	$ 7,500.00	2,250.00
12	4-FOOT CONCRETE MANHOLE, UP TO 8 FEET DEPTH, COMPLETE IN PLACE (D-312)	$ 3,250.00	1.00	EA	$ 3,250.00	0.00	1.00	3,250.00		1.00	3,250.00	100%	$ -	162.50
13	4 FOOT CONCRETE STROM DRAIN MANHOLE, GREATER THAN 8 FEET DEPTH COMPLETE IN PLACE (D-312)	$ 4,250.00	1.00	EA	$ 4,250.00	0.00		0.00		0.00	0.00	0%	$ 4,250.00	0.00
	STORM SEWER ITEMS TOTAL				$ 359,458.00			$ (46,430.00)			$ 201,902.00		$ 157,556.00	$ 10,095.10
	SANITARY SEWER ITEMS													
14	8-INCH PVC SANITARY SEWER, UP TO 10 FEET DEPTH, COMPLETE IN PLACE (D-202):	$ 28.00	1,009	LF	$ 28,252.00	1,009.00		0.00		1,009.00	28,252.00	100%	$ -	1,412.60
15	8-INCH PVC SANITARY SEWER (MIN. 150 PSI PRESSURE RATED), UP TO 10 FEET DEPTH, COMPLETE IN PLACE (D-202):	$ 33.00	311	LF	$ 10,263.00	311.00		0.00		311.00	10,263.00	100%	$ -	513.15
16	6" PVC SERVICE RECONNECTION (SHORT SIDE), COMPLETE IN PLACE (D-206):	$ 750.00	8	EA	$ 6,000.00	5.00		0.00		5.00	3,750.00	63%	$ 2,250.00	187.50
17	6" PVC SERVICE RECONNECTION (LONG SIDE), COMPLETE IN PLACE (D-206):	$ 750.00	12	EA	$ 9,000.00	5.00		0.00		5.00	3,750.00	42%	$ 5,250.00	187.50
18	4-FOOT DIAM FIBERGLASS SANITARY SEWER MANHOLE, UP TO 8 FEET DEPTH, COMPLETE IN PLACE (D-210):	$ 4,350.00	1	EA	$ 4,350.00	0.00		0.00		0.00	0.00	0%	$ 4,350.00	0.00
19	4-FOOT DIAM FIBERGLASS SANITARY SEWER MANHOLE BEYOND 8 FEET DEPTH, COMPLETE IN PLACE (D-210)	$ 4,650.00	5	EA	$ 23,250.00	3.00	1.00	4,650.00		4.00	18,600.00	80%	$ 4,650.00	930.00
20	5-FOOT DIAM FIBERGLASS SANITARY SEWER MANHOLE BEYOND 8 FEET DEPTH, COMPLETE IN PLACE (D-210):	$ 5,850.00	2	EA	$ 11,700.00	2.00		0.00		2.00	11,700.00	100%	$ -	585.00
21	ADJUST EXISTING SANITARY SEWER MANHOLE TO GRADE (D-216):	$ 1,250.00	1	EA	$ 1,250.00	1.00		0.00		1.00	1,250.00	100%	$ -	62.50
22	ABANDON 8-INCH SANITARY SEWER, INCLUDING ALL ASSOCIATED LABOR, DISPOSAL, AND MATERIAL COSTS (D-236):	$ 15.00	593	LF	$ 8,895.00	200.00		0.00		200.00	3,000.00	34%	$ 5,895.00	150.00

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23	REMOVE EXISTING 8-INCH SANITARY SEWER INCLUDING ALL ASSOCIATED LABOR, DISPOSAL, AND MATERIAL COSTS (D-236)	$ 25.00	775	LF	$ 19,375.00	520.00		0.00		520.00	13,000.00	67%	$ 6,375.00	650.00
24	REMOVE EXISTING SANITARY SEWER MANHOLE, INCLUDING ALL ASSOCIATED LABOR, DISPOSAL, AND MATERIAL COSTS (D-236):	$ 2,500.00	3	EA	$ 7,500.00	1.00		0.00		1.00	2,500.00	33%	$ 5,000.00	125.00
25	DIVERSION PUMPING, INCLUDING ALL ASSOCIATED LABOR, EQUIPMENT, AND MATERIAL COSTS (D-234):	$ 7,500.00	1	LS	$ 7,500.00	0.75		0.00		0.75	5,625.00	75%	$ 1,875.00	281.25
	SANITARY SEWER ITEMS TOTALS				$ 137,335.00			$ 4,650.00			$ 101,690.00		$ 35,645.00	$ 5,084.50
	WATER LINE ITEMS													
26	6-INCH PVC WATER LINE, BY OPEN CUT, COMPLETE IN PLACE (D-104):	$ 32.00	25	LF	$ 800.00	0.00		0.00		0.00	0.00	0%	$ 800.00	0.00
27	8-INCH PVC WATER LINE, BY OPEN CUT, COMPLETE IN PLACE (D-104):	$ 28.50	488	LF	$ 13,908.00	240.00	215.00	6,127.50		455.00	12,967.50	93%	$ 940.50	648.38
28	16-INCH PVC WATER LINE, BY OPEN CUT, COMPLETE IN PLACE (D-104):	$ 56.00	296	LF	$ 16,576.00	60.00	(60.00)	(3,360.00)		0.00	0.00	0%	$ 16,576.00	0.00
29	16-INCH BUTTERFLY VALVE W/ BOX, COMPLETE IN PLACE (D-108):	$ 6,250.00	3	EA	$ 18,750.00	0.00		0.00		0.00	0.00	0%	$ 18,750.00	0.00
30	8-INCH GATE VALVE W/ BOX, COMPLETE IN PLACE (D-110):	$ 2,450.00	1	EA	$ 2,450.00	1.00	(1.00)	(2,450.00)		0.00	0.00	0%	$ 2,450.00	0.00
31	6-INCH GATE VALVE W/ BOX, COMPLETE IN PLACE (D-110):	$ 1,950.00	1	EA	$ 1,950.00	0.00		0.00		0.00	0.00	0%	$ 1,950.00	0.00
32	FIRE HYDRANT ASSEMBLY, INCLUDING GATE VALVE W/ BOX, DUCTILE IRON PIPE, AND FITTINGS BETWEEN MAIN LINE AND FIRE HYDRANT, COMPLETE IN PLACE (D112):	$ 9,500.00	1	EA	$ 9,500.00	0.00		0.00		0.00	0.00	0%	$ 9,500.00	0.00
33	8" DUCTILE IRON 11.25 DEGREE FITTING, COMPLETE IN PLACE (D130):	$ 1,200.00	2	EA	$ 2,400.00	0.00	2.00	2,400.00		2.00	2,400.00	100%	$ -	120.00
34	8" DUCTILE IRON 22.5 DEGREE FITTING, COMPLETE IN PLACE (D130):	$ 1,200.00	2	EA	$ 2,400.00	0.00	2.00	2,400.00		2.00	2,400.00	100%	$ -	120.00
35	16" DUCTILE IRON 45 DEGREE FITTINGS, COMPLETE IN PLACE (D130)	$ 2,425.00	16	EA	$ 38,800.00	0.00		0.00		0.00	0.00	0%	$ 38,800.00	0.00
36	16"X16" DUCTILE IRON CROSS, COMPLETE IN PLACE (D-130):	$ 4,750.00	1	EA	$ 4,750.00	0.00		0.00		0.00	0.00	0%	$ 4,750.00	0.00

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37	16"X16" DUCTILE IRON TEE, COMPLETE IN PLACE (D-130)	$ 3,950.00	2	EA	$ 7,900.00	1.00	(1.00)	(3,950.00)		0.00	0.00	0%	$ 7,900.00	0.00
38	8"X6" DUCTILE IRON TEE, COMPLETE IN PLACE (D-130):	$ 1,150.00	1	EA	$ 1,150.00	1.00	(1.00)	(1,150.00)		0.00	0.00	0%	$ 1,150.00	0.00
39	16"X8" DUCTILE IRON REDUCER, COMPLETE IN PLACE (D-130):	$ 1,650.00	1	EA	$ 1,650.00	0.00		0.00		0.00	0.00	0%	$ 1,650.00	0.00
40	16"X6" DUCTILE IRON REDUCER, COMPLETE IN PLACE (D-130):	$ 1,875.00	2	EA	$ 3,750.00	0.00		0.00		0.00	0.00	0%	$ 3,750.00	0.00
41	16" PLUG, COMPLETE IN PLACE (D130):	$ 1,500.00	1	EA	$ 1,500.00	0.00		0.00		0.00	0.00	0%	$ 1,500.00	0.00
42	8" PLUG, COMPLETE IN PLACE (D130):	$ 950.00	1	EA	$ 950.00	0.00		0.00		0.00	0.00	0%	$ 950.00	0.00
43	CUT, PLUG AND ABANDON 12-INCH THRU 16-INCH WATER LINE, INCLUDING ALL ASSOCIATED LABOR, DISPOSAL, AND MATERIAL COSTS (D-140):	$ 1,500.00	10	EA	$ 15,000.00	1.00		0.00		1.00	1,500.00	10%	$ 13,500.00	75.00
44	6" WET CONNECTION, COMPLETE IN PLACE (D-142):	$ 1,350.00	2	EA	$ 2,700.00	0.00		0.00		0.00	0.00	0%	$ 2,700.00	0.00
45	8" WET CONNECTION, COMPLETE IN PLACE (D-142):	$ 1,450.00	4	EA	$ 5,800.00	2.00	2.00	2,900.00		4.00	5,800.00	100%	$ -	290.00
46	16" WET CONNECTION, COMPLETE IN PLACE (D-142):	$ 2,650.00	2	EA	$ 5,300.00	0.00		0.00		0.00	0.00	0%	$ 5,300.00	0.00
	WATER LINE ITEMS TOTAL				$ 157,984.00			$ 2,917.50			$ 25,067.50		$ 132,916.50	$ 1,253.38
	STREET IMPROVEMENT ITEMS													
47	REMOVE AND REPLACE DRIVEWAY (7-INCHES), COMPLETE IN PLACE (DSP428):	$ 10.50	1,000	SF	$ 10,500.00	620.00		0.00		620.00	6,510.00	62%	$ 3,990.00	325.50
48	REMOVE AND REPLACE SIDEWALK (4-INCHES), COMPLETE IN PLACE (D430):	$ 11.50	4,200	SF	$ 48,300.00	3,931.00		0.00		3,931.00	45,206.50	94%	$ 3,093.50	2,260.33
49	TXDOT TYPE 1 PEDESTRIAN RAMP, COMPLETE IN PLACE (D-430):	$ 1,850.00	5	EA	$ 9,250.00	3.00		0.00		3.00	5,550.00	60%	$ 3,700.00	277.50
50	TXDOT TYPE 10 PEDESTRIAN RAMP, COMPLETE IN PLACE (D-430):	$ 2,250.00	3	EA	$ 6,750.00	0.00		0.00		0.00	0.00	0%	$ 6,750.00	0.00
51	REMOVE AND REPLACE EXISTING PEDESTRIAN RAMP IN KIND, COMPLETE IN PLACE (D-430):	$ 4,500.00	1	EA	$ 4,500.00	1.00		0.00		1.00	4,500.00	100%	$ -	225.00
52	ROADWAY EXCAVATION, INCLUDING ALL ASSOCIATED LABOR, DISPOSAL, AND MATERIAL COSTS (D-502):	$ 21.50	3,000	CY	$ 64,500.00	3,000.00		0.00		3,000.00	64,500.00	100%	$ -	3,225.00
53	REMOVE AND REPLACE CONCRETE CURB AND GUTTER, COMPLETE IN PLACE (D-SP506):	$ 30.00	700	LF	$ 21,000.00	604.00		0.00		604.00	18,120.00	86%	$ 2,880.00	906.00

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54	FLEXIBLE BASE (18-INCHES), COMPLETE IN PLACE (D-510):	$ -	-		$ -	0.00		0.00		0.00	0.00	#DIV/0!	$ -	0.00
55	PRIME COAT (0.25 GAL/SY), COMPLETE IN PLACE (D-516):	$ -	-		$ -	0.00		0.00		0.00	0.00	#DIV/0!	$ -	0.00
56	ASPHALT CONCRETE PAVEMENT TYPE C (4-INCHES), COMPLETE IN PLACE (D-520):	$ -	-		$ -	0.00		0.00		0.00	0.00	#DIV/0!	$ -	0.00
57	CONCRETE VALLEY GUTTER, COMPLETE IN PLACE (D-540):	$ 25.00	50	LF	$ 1,250.00	0.00		0.00		0.00	0.00	0%	$ 1,250.00	0.00
58	NO PARKING SIGNS (D-704):	$ 400.00	6	EA	$ 2,400.00	1.00		0.00		1.00	400.00	17%	$ 2,000.00	20.00
59	BLUE PAVEMENT MARKER TYPE II-BB (D-706):	$ 100.00	1	EA	$ 100.00	0.00		0.00		0.00	0.00	0%	$ 100.00	0.00
60	REFLECTORIZED TYPE 1 THERMOPLASTIC PAVEMENT MARKINGS, SOLID, 24 INCHES IN WIDTH, 90 MILS IN THICKNESS, WHITE IN COLOR (D-706):	$ 7.50	520	LF	$ 3,900.00	0.00		0.00		0.00	0.00	0%	$ 3,900.00	0.00
61	REFLECTORIZED TYPE 1 THERMOPLASTIC PAVEMENT MARKINGS, SOLID, 8 INCHES IN WIDTH, 90 MILS IN THICKNESS, WHITE IN COLOR (D-706):	$ 7.50	27	LF	$ 202.50	10.00		0.00		10.00	75.00	37%	$ 127.50	3.75
62	REFLECTORIZED TYPE 1 THERMOPLASTIC PAVEMENT MARKINGS, BROKEN, 4 INCHES IN WIDTH, 90 MILS IN THICKNESS, WHITE IN COLOR (D-706):	$ 7.50	80	LF	$ 600.00	0.00		0.00		0.00	0.00	0%	$ 600.00	0.00
63	REFLECTORIZED TYPE 1 THERMOPLASTIC PAVEMENT MARKINGS, SOLID, 4 INCHES IN WIDTH, 90 MILS IN THICKNESS, YELLOW IN COLOR (D-706):	$ 7.50	52	LF	$ 390.00	0.00		0.00		0.00	0.00	0%	$ 390.00	0.00
64	CONCRETE CURB PAINTING, SOLID, RED IN COLOR (D-SP706):	$ 5.00	260	LF	$ 1,300.00	50.00		0.00		50.00	250.00	19%	$ 1,050.00	12.50
65	REMOVE AND RELOCATE EXISTING TRAFFIC SIGNS (D-710):	$ 500.00	1	EA	$ 500.00	1.00		0.00		1.00	500.00	100%	$ -	25.00
66	REMOVE AND RELOCATE EXISTING PEDESTRIAN SIGNAL POLES (DSP714)	$ 2,500.00	4	EA	$ 10,000.00	0.00		0.00		0.00	0.00	0%	$ 10,000.00	0.00
67	RESURFACING SIDEWALK, COMPLETE IN PLACE (D-830):	$ 10.00	170	SY	$ 1,700.00	0.00		0.00		0.00	0.00	0%	$ 1,700.00	0.00
	STREET IMPROVEMENT ITEMS TOTAL				$ 187,142.50			$ -			$ 145,611.50		$ 41,531.00	$ 7,280.58
	MISCELLANEOUS ITEMS													

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68	2-INCH PVC ELECTRICAL CONDUIT, COMPLETE IN PLACE (D-422):	$ 6.50	2,286	LF	$ 14,859.00	2,200.00		0.00		2,200.00	14,300.00	96%	$ 559.00	715.00
69	4-INCH PVC ELECTRICAL CONDUIT, COMPLETE IN PLACE (D-422):	$ 8.00	600	LF	$ 4,800.00	0.00		0.00		0.00	0.00	0%	$ 4,800.00	0.00
70	REMOVE AND SALVAGE PARKING METERS, INCLUDING ALL ASSOCIATED LABOR AND MATERIAL COSTS (D-542):	$ 500.00	6	EA	$ 3,000.00	6.00		0.00		6.00	3,000.00	100%	$ -	150.00
71	EXISTING CURB INLET PROTECTION INCLUDING ALL ASSOCIATED LABOR, MATERIAL, AND DISPOSAL COSTS (D-630):	$ 1,000.00	22	EA	$ 22,000.00	17.00		0.00		17.00	17,000.00	77%	$ 5,000.00	850.00
72	PROPOSED CURB INLET PROTECTION INCLUDING ALL ASSOCIATED LABOR, MATERIAL, AND DISPOSAL COSTS (D-630)	$ 125.00	22	EA	$ 2,750.00	17.00		0.00		17.00	2,125.00	77%	$ 625.00	106.25
73	TXDOT TYPE D GROUND BOX, COMPLETE IN PLACE (D-SP714)	$ 950.00	32	EA	$ 30,400.00	22.00		0.00		22.00	20,900.00	69%	$ 9,500.00	1,045.00
74	TXDOT TYPE E GROUND BOX, COMPLETE IN PLACE (D-SP714):	$ 950.00	22	EA	$ 20,900.00	0.00		0.00		0.00	0.00	0%	$ 20,900.00	0.00
75	TRENCH SAFETY SYSTEMS FOR ALL DEPTHS (D-802):	$ 3.00	6,450	LF	$ 19,350.00	2,540.00		0.00		2,540.00	7,620.00	39%	$ 11,730.00	381.00
76	MOBILIZATION (NOT TO EXCEED 5% OF TOTAL CONTRACT VALUE) INCLUDING, BUT NOT LIMITED TO, THE MOVEMENT OF EQUIPMENT, PERSONNEL, MATERIALS, SUPPLIES, ETC., TO THE PROJECT SITE AND THE ESTABLISHMENT OF OFFICE AND OTHER FACILITIES AS SPECIFIED OR DEEMED NECESSARY PRIOR TO BEGINNING THE WORK (C-12):	$ 67,000.00	1	LS	$ 67,000.00	0.73		0.00		0.73	49,044.00	73%	$ 17,956.00	2,452.20
77	CASH ALLOWANCE FOR THE INSTALLATION OF TRAFFIC CONDUIT & REPLACEMENT OF TRAFFIC SIGNAL CABLE; BIDDERS MAY NOT CHANGE THIS AMOUNT (C14) TEN THOUSAND DOLLARS AND ZERO CENTS	$ 10,000.00	1	EA	$ 10,000.00	0.15		0.00		0.15	1,500.00	15%	$ 8,500.00	75.00
78	CASH ALLOWANCE FOR RELOCATION OF EXISTING UTILITIES, WHEN APPROVED BY THE CITY; BIDDERS MAY NOT CHANGE THIS AMOUNT (C-14) FIFTY THOUSAND DOLLARS AND___ ZERO CENTS_	$ 17,000.00	1	EA	$ 17,000.00	0.00		0.00		0.00	0.00	0%	$ 17,000.00	0.00

PROJECT: Flores Ave. Drainage and Utility Improvements - Phase II
OWNER: City of Laredo Engineering Dept
CONTRACTOR: AZAR Services, L.L.C.

TOTAL WORK TO DATE:	$ 911,539.50
MATERIAL ON HAND:	$ -
5% RETAINAGE:	$ 45,576.98
PREVIOUS PAYMENT:	$ 825,755.00
NET AMOUNT DUE:	$ 40,207.52

DRAW #	Nine (9)
APPLICATION DATE:	10/8/2021
PERIOD FROM:	8/6/2021
PERIOD TO:	9/30/2021

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
ITEM NO.	DESCRIPTION OF WORK	CONTRACT				WORK COMPLETED			MATERIALS STORED FROM RECAP	TOTAL COMPLETED TO DATE		% COMPLETE	BALANCE TO FINISH	RETAINAGE 5%
		UNIT PRICE	QUANTITY	UNIT	AMOUNT	PREVIOUS APPLICATION QUANTITY	THIS APPLICATION QUANTITY	THIS APPLICATION AMOUNT		QUANTITY	AMOUNT			
	BASE BID													
79	CONTINGENCY ALLOWANCE FOR ADDITIONAL WORK TO BE DONE ON STORM SEWER, AS APPROVED BY THE CITY; BIDDERS MAY NOT CHANGE THIS AMOUNT (C-14) FIFTY THOUSAND DOLLARS AND____ ZERO CENTS__	$ 9,592.50	1	EA	$ 9,592.50	0.00		0.00		0.00	0.00	0%	$ 9,592.50	0.00
80	CONTINGENCY ALLOWANCE FOR ADDITIONAL WORK TO BE DONE ON SANITARY SEWER, AS APPROVED BY THE CITY; BIDDERS MAY NOT CHANGE THIS AMOUNT (C-14) FIFTY THOUSAND DOLLARS AND____ ZERO CENTS	$ 23,327.50	1	EA	$ 23,327.50	0.00		0.00		0.00	0.00	0%	$ 23,327.50	0.00
81	CONTINGENCY ALLOWANCE FOR ADDITIONAL WORK TO BE DONE ON WATER LINE, AS APPROVED BY THE CITY; BIDDERS MAY NOT CHANGE THIS AMOUNT (C-14) FIFTY THOUSAND DOLLARS AND____ ZERO CENTS	$ 50,000.00	1	EA	$ 50,000.00	0.00		0.00		0.00	0.00	0%	$ 50,000.00	0.00
	MISCELLANEOUS ITEMS TOTALS				$ 294,979.00			$ -			$ 115,489.00		$ 179,490.00	$ 5,774.45
	ALTERNATIVE #1													
82	STAMPED CONCRETE PAYEMENT (7") COMPLETE IN PLACE (D-432)	$ 119.00	4,900.00	SY	$ 583,100.00	1,435.66	684.34	81,436.46		2,120.00	252,280.00	43%	$ 330,820.00	12,614.00
83	FLEXIABLE BASE (4") COMPLETE IN PLACE (D-510)	$ 4.25	4,900.00	SY	$ 20,825.00	1,953.00	167.00	709.75		2,120.00	9,010.00	43%	$ 11,815.00	450.50
	ALTERNATIVE #1 TOTAL				$ 603,925.00			$ 82,146.21			$ 261,290.00		$ 342,635.00	$ 13,064.50
	TOTAL BID				$ 1,740,823.50			$ 43,283.71	$ -		$ 851,050.00		$ 889,773.50	$ 42,552.50

	SANITARY SEWER ITEMS CHANGE ORDER #1													
	DEDUCTIONS													
14	8" SDR 26 PVC Sanitary Sewer up to 10' Deep	$ (28.00)	1,009	LF	$ (28,252.00)	1,009.00		0.00		1,009.00	(28,252.00)	100%	$ -	(1,412.60)

BR

PROJECT: Flores Ave. Drainage and Utility Improvements - Phase II
OWNER: City of Laredo Engineering Dept
CONTRACTOR: AZAR Services, L.L.C.

TOTAL WORK TO DATE:	$ 911,539.50
MATERIAL ON HAND:	$ -
5% RETAINAGE:	$ 45,576.98
PREVIOUS PAYMENT:	$ 825,755.00
NET AMOUNT DUE:	$ 40,207.52

DRAW #	Nine (9)
APPLICATION DATE:	10/8/2021
PERIOD FROM:	8/6/2021
PERIOD TO:	9/30/2021

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
ITEM NO.	DESCRIPTION OF WORK	CONTRACT				WORK COMPLETED			MATERIALS STORED FROM RECAP	TOTAL COMPLETED TO DATE		% COMPLETE	BALANCE TO FINISH	RETAINAGE 5%
		UNIT PRICE	QUANTITY	UNIT	AMOUNT	PREVIOUS APPLICATION QUANTITY	THIS APPLICATION QUANTITY	THIS APPLICATION AMOUNT		QUANTITY	AMOUNT			
	BASE BID													
15	8" SDR 26 PVC Sanitary Sewer Preesure Rated	$ (33.00)	311	LF	$ (10,263.00)	311.00		0.00		311.00	(10,263.00)	100%	$ -	(513.15)
			Total Deductions		$ (38,515.00)			$ -			$ (38,515.00)		$ -	$ (1,925.75)
	ADDITIONS													
15a	8" SDR 26 PVC Sanitary Sewer Preesure Rated	$ 33.00	160	LF	$ 5,280.00	0.00	160.00	5,280.00		160.00	5,280.00	100%	$ -	264.00
84	10" SDR 26 HW Sanitary Sewer Pipe	$ 34.00	484	LF	$ 16,456.00	472.00		0.00		472.00	16,048.00	98%	$ 408.00	802.40
85	10" SDR CL 160 Sanitary Sewer Pipe	$ 39.00	151	LF	$ 5,889.00	311.00	(160.00)	(6,240.00)		151.00	5,889.00	100%	$ -	294.45
86	12" SDR 26 HW Sanitary Sewer Pipe	$ 46.00	525	LF	$ 24,150.00	525.00		0.00		525.00	24,150.00	100%	$ -	1,207.50
			Total Additions		$ 51,775.00	$ 1,308.00		$ (960.00)			$ 51,367.00		$ 408.00	$ 2,568.35
			Charge Order Total		$ 13,260.00			$ (960.00)			$ 12,852.00		$ 408.00	$ 642.60

	Storm Serwer Conflicts #5 Change Order #2													
	General Requirements													
2	Construction Surveying	$ 1,800.00	1	LS	$ 1,800.00	0.60		0.00		0.60	1,080.00	60%	$ 720.00	54.00
			Sub Total		$ 1,800.00			$ -			$ 1,080.00		$ 720.00	$ 54.00
	Storm Sewer Items													
1	Crane to Install ' Manhole	$ 1,800.00	2	EA	$ 3,600.00	2.00		0.00		2.00	3,600.00	100%	$ -	180.00
2	72" Manhole Greatere than 12' ST 07 ST 08 & ST 09	$ 7,500.00	2	EA	$ 15,000.00	2.00		0.00		2.00	15,000.00	100%	$ -	750.00
3	Break Collar MH ST06 and Dig out Existing 24" RCP Pipe, Reset Pipe and Collar with trench protection	$ 5,200.00	1	LS	$ 5,200.00	1.00		0.00		1.00	5,200.00	100%	$ -	260.00
4	30" RCP Under AEP Line	$ 79.50	35	LF	$ 2,782.50	35.00		0.00		35.00	2,782.50	100%	$ -	139.13
5	Forming and Prep Work for Flowable Fill	$ 2,500.00	1	LS	$ 2,500.00	1.00		0.00		1.00	2,500.00	100%	$ -	125.00
6	Place Flowable Fill under AEP Line with Pump	$ 126.50	50	CY	$ 6,325.00	50.00		0.00		50.00	6,325.00	100%	$ -	316.25
7	Pump if needed	$ 3,200.00	1	LS	$ 3,200.00	1.00		0.00		1.00	3,200.00	100%	$ -	160.00
			Suttotal		$ 38,607.50			$ -			$ 38,607.50		$ -	$ 1,930.38

PROJECT: Flores Ave. Drainage and Utility Improvements - Phase II
OWNER: City of Laredo Engineering Dept
CONTRACTOR: AZAR Services, L.L.C.

TOTAL WORK TO DATE:	$ 911,539.50
MATERIAL ON HAND:	$ -
5% RETAINAGE:	$ 45,576.98
PREVIOUS PAYMENT:	$ 825,755.00
NET AMOUNT DUE:	$ 40,207.52

DRAW #	Nine (9)
APPLICATION DATE:	10/8/2021
PERIOD FROM:	8/6/2021
PERIOD TO:	9/30/2021

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
ITEM NO.	DESCRIPTION OF WORK	CONTRACT				WORK COMPLETED			MATERIALS STORED FROM RECAP	TOTAL COMPLETED TO DATE		% COMPLETE	BALANCE TO FINISH	RETAINAGE 5%
		UNIT PRICE	QUANTITY	UNIT	AMOUNT	PREVIOUS APPLICATION QUANTITY	THIS APPLICATION QUANTITY	THIS APPLICATION AMOUNT		QUANTITY	AMOUNT			
	BASE BID													
			Charge Order Total		$ 40,407.50			$ -			$ 39,687.50		$ 720.00	$ **1,984.38**
	Issue with 6" to 8" of Flowable Fill Underneath the Asphalt Paving Change Order # 3													
	General Requirements													
1	Phase 1 from Section 5+50 to 3+00	$ 1.00	7,950	SF	$ 7,950.00	7,950.00	0.00	0.00		7,950.00	7,950.00	100%	$ -	397.50
2	Phase 2 from Section 3+00 to 0+25	$ 1.00	$ 7,955.00	SF	$ 7,955.00					0.00	0.00	0%	$ 7,955.00	0.00
3	Phase 3 from Section 5+00 to 8+50	$ 1.00	$ 6,695.00	SF	$ 6,695.00					0.00	0.00	0%	$ 6,695.00	0.00
4	Phase 4 from Section 8+50 to 10+50	$ 1.00	$ 4,750.00	SF	$ 4,750.00					0.00	0.00	0%	$ 4,750.00	0.00
5	Phase 5 from Section 10+50 to 12+50	$ 1.00	$ 5,650.00	SF	$ 5,650.00					0.00	0.00	0%	$ 5,650.00	0.00
														0.00
			Subtotal		$ 33,000.00		$ -	$ -			$ 7,950.00		$ 25,050.00	$ 397.50
											$ 60,489.50	$ -	$ 26,178.00	$ 3,024.48
	CACA #4 Remove and Replace Existing Curb and Gutter.													
	General Requirements													
	Addition													
1	Demolish existing Curb and Gutter and properly dispose	$ 52.50	185	LF	$ 9,712.50	0.00		0.00		0.00	0.00	0%	$ 9,712.50	0.00
1	Complete in place Type A Curb and Gotter	$ 20.00	185	LF	$ 3,700.00	0.00		0.00		0.00	0.00	0%	$ 3,700.00	0.00
					$ 13,412.50			$ -			$ -		$ 13,412.50	$ -
			Total Change Orders		$ 100,080.00	$ -		$ (960.00)			$ 60,489.50		$ 39,590.50	$ 3,024.48

PROJECT: Flores Ave. Drainage and Utility Improvements - Phase II
OWNER: City of Laredo Engineering Dept
CONTRACTOR: AZAR Services, L.L.C.

TOTAL WORK TO DATE:	$ 911,539.50
MATERIAL ON HAND:	$ -
5% RETAINAGE:	$ 45,576.98
PREVIOUS PAYMENT:	$ 825,755.00
NET AMOUNT DUE:	$ 40,207.52

DRAW #	Nine (9)
APPLICATION DATE:	10/8/2021
PERIOD FROM:	8/6/2021
PERIOD TO:	9/30/2021

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
ITEM NO.	DESCRIPTION OF WORK	CONTRACT				WORK COMPLETED			MATERIALS STORED FROM RECAP	TOTAL COMPLETED TO DATE		% COMPLETE	BALANCE TO FINISH	RETAINAGE 5%
		UNIT PRICE	QUANTITY	UNIT	AMOUNT	PREVIOUS APPLICATION QUANTITY	THIS APPLICATION QUANTITY	THIS APPLICATION AMOUNT		QUANTITY	AMOUNT			
	BASE BID													
	TOTAL BID WITH CHANGE ORDERS				$ 1,840,903.50			$ 42,323.71	$ -	$ -	$ 911,539.50	$ -	$ 929,364.00	$ 45,576.98
								$ 2,116.19			$ 869,215.79			
								$ 40,207.52			$ 823,638.82			

AZAR SERVICES L.L.C.
FLORES AVE. DRAINAGE AND UTILITY IMPROVEMENTS - PHASE II
UPDATED WORK PROPOSAL

ITEM NO.	DESCRIPTION	ESTIMATED QTY.	ESTIMATED UNIT	UNIT PRICE	TOTAL AMOUNT
	STORM SEWER ITEMS				
1	18" RCP Storm Sewer	26.00	LF	$ 165.00	$ 4,290.00
2	24" RCP Storm Sewer	44.00	LF	$ 185.00	$ 8,140.00
6	Remove Existing Storm Sewer (18" to 24")	70.00	LF	$ 75.00	$ 5,250.00
8	Type "A" Inlet	2.00	EA	$ 8,500.00	$ 17,000.00
10	5-Foot Concrete Manhole Up to 8 Feet Depth	2.00	EA	$ 9,500.00	$ 19,000.00
100	Removal of Existing Manhole	1.00	EA	$ 4,500.00	$ 4,500.00
				SUBTOTAL	**$ 58,180.00**
	SANITARY SEWER ITEMS				
14	8" PVC Sanitary Sewer Up to 10 Feet Depth	267.00	LF	$ 70.00	$ 18,690.00
15	8" PVC Sanitary Sewer (Min 150 PSI Pressure Rated) Up to 10 Feet Depth	275.00	LF	$ 78.00	$ 21,450.00
16	6" PVC Service Reconnection (Short Side)	1.00	EA	$ 1,200.00	$ 1,200.00
17	6" PVC Service Reconnection (Long Side)	2.00	EA	$ 1,200.00	$ 2,400.00
18	4-Foot Diam Fiberglass Sanitary Sewer Manhole up to 8 Feet Depth	1.00	EA	$12,500.00	$ 12,500.00
19	4-Foot Diam Fiberglass Sanitary Sewer Manhole Beyond 8 Feet Depth	2.00	EA	$13,000.00	$ 26,000.00
22	Abandon 8" Sanitary Sewer Line	293.00	LF	$ 60.00	$ 17,580.00
23	Remove Existing 8" Sanitary Sewer Line	401.00	LF	$ 40.00	$ 16,040.00
24	Remove Existing Sanitary Sewer Manhole	2.00	EA	$ 4,000.00	$ 8,000.00
25	Diversion Pumping	1.00	LS	$ 6,500.00	$ 6,500.00
				SUBTOTAL	**$ 130,360.00**
	WATER LINE ITEMS				
28	16" PVC Water Line	260.00	LF	$ 175.00	$ 45,500.00
29	16" Butterfly Valve w/Box	1.00	EA	$10,500.00	$ 10,500.00
31	6" Gate Valve w/Box	1.00	EA	$ 3,200.00	$ 3,200.00
32	Fire Hydrant Assembly, Including Gate Valve w/Box, Ductile Iron Pipe, and Fittings between Main Line and Fire Hydrant	1.00	EA	$12,500.00	$ 12,500.00
34	16" Sleeve	3.00	EA	$ 4,200.00	$ 12,600.00
35	16" Ductile Iron 45 Degree Fittings	4.00	EA	$ 4,400.00	$ 17,600.00
36	16" TEE	1.00	EA	$ 7,300.00	$ 7,300.00
40	16" x 6" Cross	1.00	EA	$ 5,700.00	$ 5,700.00
41	16" Plug	1.00	EA	$ 2,800.00	$ 2,800.00
43	Cut Plug and Abandon 12" to 16" Water Line	4.00	EA	$ 4,500.00	$ 18,000.00
46	16" Wet Connection	1.00	EA	$ 4,000.00	$ 4,000.00
				SUBTOTAL	**$ 139,700.00**
	STREET IMPROVEMENT ITEMS				
47	7" Remove and Replace Driveway	220.00	SF	$ 23.50	$ 5,170.00
48	Remove and Replace Sidewalk	300.00	SF	$ 46.00	$ 13,800.00
49	TXDOT Type 1 Pedestrian Ramp	1.00	EA	$ 2,700.00	$ 2,700.00

50	TXDOT Type 10 Pedestrian Ramp	3.00	EA	$ 3,300.00	$ 9,900.00
52	Roadway Excavation	1580.00	CY	$ -	$ -
53	Remove and Replace Curb and Gutter	96.00	LF	$ 125.00	$ 12,000.00
54	Flexible Base 18"	890.00	SY	$ 42.00	$ 37,380.00
55	Prime Coat	890.00	SY	$ 2.50	$ 2,225.00
56	4" Asphalt Concrete Pavement Type C	890.00	SY	$ 43.00	$ 38,270.00
57	Concrete Valley Gutter	22.00	LF	$ 40.00	$ 880.00
58	No Parking Signs	4.00	EA	$ 645.00	$ 2,580.00
59	Blue Pavement Marker Type II-B-B	1.00	EA	$ 160.00	$ 160.00
60	Reflectorized Type 1 Thermoplastic Pavement Markings Solid 24" White	440.00	LF	$ 12.00	$ 5,280.00
61	Reflectorized Type 1 Thermoplastic Pavement Markings Solid 8" White	30.00	LF	$ 12.00	$ 360.00
62	Reflectorized Type 1 Thermoplastic Pavement Markings Broken 4" White	80.00	LF	$ 12.00	$ 960.00
63	Reflectorized Type 1 Thermoplastic Pavement Markings Solid 4" Yellow	50.00	LF	$ 12.00	$ 600.00
64	Concrete Curb Painting Solid Red	140.00	LE	$ 12.00	$ 1,680.00
66	Remove and Relocate Existing Pedestrian Poles	2.00	EA	$ 3,500.00	$ 7,000.00
101	Pavement Reconstruction (Asphalt Paving)	1058.00	SY	$ 91.00	$ 96,278.00
				SUBTOTAL	**$ 237,223.00**
	MISCELLANEOUS ITEMS				
68	2" PVC Electrical Conduit	86.00	LF	$ 19.50	$ 1,677.00
69	4" PVC Electrical Conduit	186.00	LF	$ 13.25	$ 2,464.50
70	Remove / Salvage Parking Meters	0.00	EA	$ -	$ -
71	Existing Curb Inlet Protection	9.00	EA	$ 1,500.00	$ 13,500.00
72	Proposed Inlet Protection	9.00	EA	$ 225.00	$ 2,025.00
73	TXDOT Type D Ground Box	17.00	EA	$ 1,550.00	$ 26,350.00
74	TXDOT Type E Ground Box	8.00	EA	$ 1,550.00	$ 12,400.00
75	Trench Safety Systems	845.00	LF	$ 6.00	$ 5,070.00
76	Mobilization	1.00	LS	$45,000.00	$ 45,000.00
				SUBTOTAL	**$ 108,486.50**
			TOTAL	**$**	**673,949.50**

ALTERNATES:

ALTERNATIVE #1

Deduct the following:

ITEM NO.	DESCRIPTION	ESTIMATED		UNIT PRICE	TOTAL AMOUNT
		QTY.	UNIT		
54	Flexible Base 18"	-890	SY	$ 40.00	$ (35,600.00)
55	Prime Coat	-890	SY	$ 2.50	$ (2,225.00)
56	Asphalt Concrete Pavement Type C 4"	-890	SY	$ 41.50	$ (36,935.00)
	TOTAL DEDUCTIONS			**TOTAL**	**$ (74,760.00)**

Add the following:

ITEM NO.	DESCRIPTION	ESTIMATED		UNIT PRICE	TOTAL AMOUNT
		QTY.	UNIT		
54	Stamped Concrete Pavemt 7"	890	SY	$ 95.00	$ 84,550.00
55	Flexible Base 4"	890	SY	$ 13.50	$ 12,015.00
				TOTAL	$ 96,565.00

TOTAL WITH ALTERNATES	**$ 695,754.50**

Azar Services LLC

	A	B	C	D	E	F
1						
2		**Flores Ave. Drainage and Utility Improvement Project Phase 2**				
3		**Strom Sewer Inventory List**				
4						
5						
6	Item					
7	No.	**DESCRIPTION**	**Quantity**	**Unit**	**Unit Price**	**Total**
8						
9	1	60" Concrete Manhole	9	EA	$ 3,900.00	$ 35,100.00
10	2	48" Concrete Manhole	1	EA	$ 2,200.00	$ 2,200.00
11	3	5' Inlet	7	EA	$ 3,500.00	$ 24,500.00
12	4	1' Deelp Inlet Riser Extension	14	EA	$ 1,750.00	$ 24,500.00
13	5	6" Deep Inlet Riser Extension	3	LS	$ 1,350.00	$ 4,050.00
14						
15		Total				**$ 90,350.00**

AZAR SERVICES L.L.C.
FLORES AVE. DRAINAGE AND UTILITY IMPROVEMENTS
CONSTRUCTION AND WORK SCHEDULE

	STORM SEWER	Start Date	End Date	Work Days
	Remove Existing Manhole	10/27/22	10/30/22	3
	Install 5' Manhole	11/9/22	11/11/22	3
	24" RCP Storm Sewer	11/6/22	11/9/22	3
			Total	9
	SANITARY SEWER	Start Date	End Date	Work Days
	8" Sanitary Sewer Line	11/13/22	2/23/23	15
	6" PVC Service Reconnection Short Side	11/27/22	2/12/23	10
	6" PVC Service Reconnection Long Side	2/6/23	2/14/23	12
	4' Manhole	12/17/22	2/28/23	9
	Abandon 8" Sanitary Sewer	11/11/22	11/16/22	5
	Remove Existing 8" Sanitary Sewer	11/11/22	11/16/22	5
	Remove Existing Sanitary Sewer Manhole	11/11/22	11/17/22	6
			Total	62
	WATER LINE ITEMS	Start Date	End Date	Work Days
	16" Water Line	11/28/22	3/2/23	15
	16" BFV	2/27/23	3/1/23	2
	16" 45 Degree	11/30/22	11/30/22	1
	16" x 16" Cross	2/26/23	2/26/23	1
	16" x 16" Tee	2/26/23	2/26/23	1
	16" x 8" Reducer	2/26/23	2/26/23	1
	16" x 6" Reducer	2/26/23	2/26/23	1
	16" Plug	2/26/23	2/26/23	1
	16" Wet Connection	3/2/23	3/2/23	1
			Total	24
	STREET IMPROVEMENT ITEMS	Start Date	End Date	Work Days
	Roadway Excavation	10/24/22	1/26/23	10
	Remove/Replace Driveway	1/3/23	1/11/23	6
	Remove/Replace Sidewalk	1/3/23	3/26/23	4
	TxDOT Pedestrian Ramp	1/6/23	1/11/23	4
	TxDOT Pedestrian Ramp	1/6/23	1/11/23	4
	Remove/Replace Pedestrian Ramp	1/6/23	1/11/23	3
	Remove and Replace Curb and Gutter	1/5/23	1/8/23	3
	Flexbase	3/20/23	3/27/23	6
	Prime Coat	3/28/23	3/28/23	1
	Asphalt Concrete Pavement	3/28/23	3/30/23	2
	Blue Pavement Marker	1/20/23	3/30/23	2
	Reflectorized Type 1 Thermoplastic Pavement Markings	1/20/23	4/5/23	3

	Reflectorized Type 1 Thermoplastic Pavement Markings	1/20/23	4/5/23	3
	Reflectorized Type 1 Thermoplastic Pavement Markings	1/20/23	4/5/23	3
	Concrete Curb Painting	4/5/23	4/5/23	1
	Remove/Replace Pedestrian Sign	3/20/23	3/20/23	1
	Resurface Sidewalk	1/12/23	1/15/23	2
			Total	58
	MISCELLANEOUS ITEMS	Start Date	End Date	Work Days
	Mobilization/Traffic Control	10/24/22	10/27/22	2
	2” Conduit	12/7/22	3/15/23	15
	4” Conduit	12/7/22	3/15/23	15
	TxDOT Type D Ground Box	12/7/22	3/14/23	10
	TxDOT Type E Ground Box	12/7/22	3/14/23	10
			Total	52
	ALTERNATIVE #1	Start Date	End Date	Work Days
	Stamped Concrete Pavement	1/4/23	1/19/23	13
	Flexible Base 4”	12/25/22	1/2/23	8
			Total	21

***Based on timely delivery of materials.**

City Council-Regular

Meeting Date: 10/17/2022

Initiated By: Riazul Mia, Assistant City Manager

Staff Source: John Porter, Environmental Director; Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew contract FY20-092 Disposal/Recycling of Electronic Waste-Scrap to Tech Remove, LLC, Saint Louis, MO, in the annual amount of $56,250.00. The term of this contract shall be for a two-year period; contract is subject to future budget appropriations. This is the first and final extension period. Funding for this contract is available in the Environmental Services Department Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

No.

PREVIOUS COUNCIL ACTION

Approved a two (2) year contract, amending 2nd year of first term. Motion was approved on 10/18/2021.

Original Contract Amount	$45,000.00
Amendment #1	$11,250.00
New Contract Sum	$56,250.00

BACKGROUND

Consideration to renew contract FY20-092 Disposal or Recycling of Electronic Waste/Scrap Contract to bidder Tech Remove, LLC, Saint Louis, MO not to exceed $56,250.00 annually. The term of this contract, which includes picking up the city previously stacked, palletized, and wrapped electronics, shall be for a period of two years with an option to renew for two years' terms upon mutual agreement by both parties; contract is subject to future budget appropriations. This is the last extension period. Funding for this contract is available in the Environmental Services Department Budget. Service contract includes periodic pickup of the city previously stacked, palletized, and wrapped electronics.

The City of Laredo solicited Request for Proposals and received three proposals for the Disposal or Recycling of Electronic Waste/Scrap, proposals were received from

IMC Recycling, Inc., Laredo, Texas; Tech Remove, LLC, Saint Louis, MO and United Electronic Recycling, Coppell, TX. All three proposals were evaluated by City of Laredo Environmental Services Department Committee. Vendors were evaluated using the following criteria, Company Experience; The Ability of the Company to Meet the City of Laredo's Needs and Requirements and Offered Price per Item, Pallet, Trailer, and/or Pound/Ton of E-Waste/Scrap. After the vendors were evaluated, the department recommended this contract be awarded to Tech Remove, LLC.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year:	FY2023
Bugeted Y/N?:	Y
Source of Funds:	ENVIRONMENTAL FUND
Account #:	249-3840-543-3930
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

FY20-092 Renewal Letter - Tech Remove, LLC

FY20-092 Contract - Tech Remove, LLC

City of Laredo
Purchasing Division
RENEWAL NOTICE

August 30th, 2022

Kaloeb Salter
TechRemove, LLC
3500 Lemp Ave.
Saint Louis, MO 63118

Re: Disposal or Recycling of Electronic Waste/Scrap
FY20-092
Extension I

Dear Mr. Kaloeb Salter,

A contract for providing the City of Laredo with disposal or recycling of electronic waste/scrap was awarded to your company. This award provided for the possible extension of this contract for one additional two (2) year term. This is the first extension and last period.

Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Kaloeb Salter

Request a contract extension: X Not request a contract extension: _____

Authorized Signature: _____

Print Name: Kaloeb Ronald Salter

Date: 8/31/22

City of Laredo
Purchasing Division

Letter of Award

October 20th, 2020

Kaloeb Salter
TechRemove, LLC
3500 Lemp Ave.
Saint Louis, MO 63118

Re: Disposal or Recycling of Electronic Waste/Scrap
FY20-092

Dear Mr. Kaloeb Salter,

This is to inform you that contract FY20-092 was awarded by the Laredo City Council to your company. The term of this contract shall be for a two-year period, subject to future appropriations, with the option to renew for an additional two-year term, upon mutual agreement of the parties.

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

Environmental 32.

City Council-Regular
Meeting Date: 10/19/2020
Initiated By: Riazul Mia, Assistant City Manager
Staff Source: John Porter, Enviromental Director; Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award contract RFP FY20-092 Disposal / Recycling of Electronic Waste-Scrap contract to bidder Tech Remove, LLC, Saint Louis, MO for an amount not to exceed $45,000.00 annually. Service contract includes periodic pickup of the city previously stacked, palletized, and wrapped electronics. The term of this contract shall be for a two-year period; contract is subject to future budget appropriations. Contract has an option to renew for an additional two-year term, upon mutual agreement of the parties. Funding for this contract is available in the Environmental Services Department Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Consideration to award contract FY20-092 Disposal or Recycling of Electronic Waste/Scrap Contract to bidder Tech Remove, LLC, Saint Louis, MO not to exceed $45,000.00 annually. The term of this contract, which includes picking up the city previously stacked, palletized, and wrapped electronics, shall be for a period of two years with an option to renew for two years' terms upon mutual agreement by both parties; contract is subject to future budget appropriations. Funding for this contract is available in the Environmental Services Department Budget.

The City of Laredo solicited Request for Proposals and received three proposals for the Disposal or Recycling of Electronic Waste/Scrap, proposals were received from IMC Recycling, Inc., Laredo, Texas; Tech Remove, LLC, Saint Louis, MO and United Electronic Recycling, Coppell, TX. All three proposals were evaluated by City of Laredo Environmental Services Department Committee. Vendors were evaluated using the following criteria, Company Experience; The Ability of the Company to Meet the City of Laredo's Needs and Requirements and Offered Price per Item, Pallet, Trailer, and/or Pound/Ton of E-Waste/Scrap. After the vendors were evaluated, the department recommended this contract be awarded to Tech Remove, LLC.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year: FY2021
Bugeted Y/N?: Y
Source of Funds: ENVIRONMENTAL FUND
Account #: 249-3840-543-3930
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

FY20-092 Bid
FY20-092 Evaluation
Tech Remove, LLC Proposal

FY20-092

TechRemove, LLC

Supplier Response

Event Information

Number:	FY20-092
Title:	Disposal or Recycling of Electronic Waste/Scrap
Type:	Request For Proposal
Issue Date:	9/10/2020
Deadline:	9/25/2020 05:00 PM (CT)
Notes:	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.Bidders are strongly encouraged to submit their proposals electronically through use of Cit-E-Bid or in person - hand delivery. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.

Due to current COVID-19 crisis* Respondents are strongly encouraged to submit their proposals electronically through the use of Cit-E-Bid. If for any reason you need to hand-deliver RFP, please see instructions below:

MANUAL BID DROP-OFF PROCEDURES NOTE: Manual Bids will only be accepted the first 45 minutes of the hour before they are due. For example, if bid is due at 4:00, bids will only be accepted between 3:00 and 3:45 p.m.

1. Please make sure that the bid is in a sealed envelope marked with the following: • Name of Bid • Name of Company submitting Bid • Address of Company submitting Bid.
2. Place Bid Envelope on table right inside the door on the Houston Street side of City Hall. The receptionist will call the City Secretary's office to pick up.
3. If you need a copy of the time-stamped envelope, you will need to wait outside until we pick the envelope up, go back up to the 3rd floor to timestamp the envelope, make a copy of it and bring it back to you.

Thank you for your understanding and help at this time of trying to stay healthy and safe.

Contact Information

Contact: John Porter
Address: Environmental Services
619 Reynolds
Laredo, TX 78043
Phone: (956) 794 x1650
Email: jporter@ci.laredo.tx.us

TechRemove, LLC Information

Contact: Kaloeb Salter
Address: 3500 Lemp Ave.
Saint Louis, MO 63118
Phone: (314) 403-5745
Email: kaloeb@saltrr.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Kaloeb R Salter
Signature

kaloeb@saltrr.com
Email

Submitted at 9/25/2020 4:13:29 PM

Response Attachments

non-collusive.pdf

Non-Collusive Affidavit

Form 1295.pdf

Form 1295

laredo_attachments.pdf

Attachments To Proposal Document

CIQ_Form.pdf

CIQ Form

Laredo, TX Proposal (1).pdf

Laredo, TX Proposal Document (Full)

Bid Attributes

1 Award by Best Value

Proposal will be awarded based on evaluated criteria and to the bidder who provides the best value to the City of Laredo and who's proposed price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code

I agree

2 Terms and Conditions Request for Proposals

TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail.
A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

GENERAL CONDITIONS Vendors are required to submit Proposals upon the following expressed conditions: (a) Vendors shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the

award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation. (b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor. (c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1. 0 PREPARATION OF PROPOSALS Proposals will be prepared in accordance with the following:
(a) All information required by the proposal form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern. (c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum. (d) Proposed delivery time must be shown and shall include business days. (e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

3.0 SUBMISSION OF HAND DELIVERED PROPOSALS (a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to the City of Laredo, City Secretary's Office, City Hall Third Floor, 1110 Houston Street. (b) Proposals forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.** (c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense. (d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity bids may be requested by the City. (e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.

4.0 REJECTION OF PROPOSALS The City may reject a proposal if: (a) Vendor misstates or conceals any material fact in the proposal. (b) Proposal does not strictly conform to the law or the requirements of the proposal. (c) Vendor is in arrears on existing contracts or taxes with the City of Laredo. (d) If proposals are conditional. Vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications. (e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes. (f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices. (g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary. (h) The City may waive any minor informalities or irregularities in any proposal.

5.0 WITHDRAWAL OF PROPOSALS Proposals may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE PROPOSALS OR MODIFICATIONS Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

7.0 CLARIFICATION AND PROTEST PROCEDURE (a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo If the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041 mpescador@ci.laredo.tx.us Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent

to all vendors through Cit-E-Bid system under Questions and Reponses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved. (b) For solicitations for goods and non-professional services valued at more than $50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award. All protests regarding the bid solicitation process must be submitted in writing by certified mail to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041 mpescador@ci.laredo.tx.us Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

8.0 VENDOR DISCOUNTS (a) Percentage discounts within a certain period of time will be accepted but cannot be used in RFP evaluations. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo. (b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT (a) ANNUAL SERVICE CONTRACT: The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT The contract will be awarded based on (best value criteria) as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code. If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not to be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be set forth in the purchase order and/or formal contract agreement when applicable. The City shall give written notice to the Vendor if any of the following conditions exist: (1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal; (2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or, (3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services. (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date. (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, P.O. Box 210, Laredo, Texas 78042. (d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

I Agree to the Terms and Conditions

3	**Insurance Terms and Conditions**

INSURANCE REQUIREMENTS If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(h) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(i) Certificates of insurance are subject to review and approval from the City of Laredo Risk Manager.

(j) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(k) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

I agree my insurance meets minumum requirements

4 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

5	**Contract Requirements** **1.CODE OF ETHICS ORDINANCE** Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings. **1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD** A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration. **1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system)** The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true. **1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system)** The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only**** **1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system)** Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. **1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system)** Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract. I have read and understand this section
6	**Questionnaire Description** "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

7	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** TechRemove, LLC - Kaloeb Salter - (314) 403-5745
8	**State how long under has the business been in its present business name** Less Than 1 Year
9	**If applicable, list all other names under which the Business identified above operated in the last five years** N/A
10	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.
11	**Questions Part 1** 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? 1. No 2. No 3. No 4. No 5. No
12	**Questions Part 2** 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? 1. No 3. No 3. No
13	**State if the Company is a certified minority business enterprise** This company is not a certified minority business
14	**Conflict of Interest Disclosure** A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact 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**

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

17 **Disclosure Form**

For details on use of this form, see Section 4.01 of the City's Ethics Code.

18 **This is a**

New Submission

19 **Question 1. Name of person submitting this disclosure form**

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

Kaloeb R Salter

20 **Question 2. Contract Information**

Please include the following: a)Contract or Project Name b)Originating Department

a. Disposal or Recycling of Electronic Waste/Scrap
b. Environmental Services

21 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

TechRemove, LLC

22 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.**

Not Applicable

23 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

No response

24 **Question 5. List any individuals or entities that will be subcontractors on this contract**

Not Applicable

25 **Question 5. List any individuals or entities that will be subcontractors on this contract**

If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.

Uber Freight, CH Robinson, Plateau Consulting, LLC

26 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

It applies to my business

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.

Plateau Consulting, LLC - Frederic Thompson

28 **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

29 **Question 7. Disclosure of political contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

No response

30 **Updates on contributions required**

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

31 **Question 8. Disclosure of Conflict of Interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am not aware of any conflict of interest

32 **8. Disclosure of Conflict of Interest**

If you selected I am aware of conflict of interest is question 8, please list them in this section.

No response

33	**Question 9. Updates Required** I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded. I have read and understand this section
34	**Question 10. No 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
35	**Question 11. Conflict of Interest Questionnaire (CIQ)** Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. I have acknowledge that I have been advised
36	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date Kaloeb Salter, CEO, TechRemove, LLC 09-25-20
37	**Question 12. Oath** I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. I swear or affirm information is correct
38	**Company Information Questionnaire** I have completed this section
39	**Conflict of Interest Questionnaire** I have completed this section
40	**Non-Collusive Affidavit** I have completed and included this form
41	**Discretionary Contracts Disclosure** I have completed this section

42	**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

Bid Lines

1

Scope:

The City of Laredo- Environmental Service Department is now accepting formal Proposal RFP submittals, subject to the Terms and Conditions of this Invitation for Request of Proposals and other contract provisions, from qualified vendors for awarding a contract for the transportation, sale, disposal, or recycling of Electronic Waste (e-waste) and Scrap (e-scrap) which is recovered or brought by the citizens of Laredo to our **Household Hazardous Waste Collection Facility (HHWCF),** located at the city landfill. The term of this contract, which includes picking up the city previously stacked, palletized, and wrapped electronics, shall be for a period of **two years with an option to renew for two years' terms** upon mutual agreement by both parties; contract is subject to future budget appropriations.

We would like to leave the proposal open for vendors to decide and specify, in their RFP, whether they want to charge, not charge, or pay our city for the city collected e-waste/scrap, which includes Computer and TV CRT's and all other e-scrap, such as cell phones and radios. If any vendor decides to charge or pay our city, for all or specific parts of the e-waste/scrap, the vendor would need to specifically describe the price per pound (lb) or tonnage, and/or the price per unit, and/or the price per unit per amount. An example would be stating the price to pay or charge the city for Computer and TV CRT's as a price per unit, and the e-scrap as a price per pound (lb) or tonnage. The proposed pricing shall also include the charge, pay, or neither, for the transporting, disposing, recycling, or selling of the city's collected e-waste and e-scrap, which includes residential household electro-mechanical equipment, such as toasters, blenders, and microwaves, but will exclude any white line appliances such as refrigerators, stoves, washers, dryers, and/or water heaters.

Moreover, all vendors shall provide a general description of the intended final disposition and/or destination plan for all the e-waste/scrap material collected from our HHW Collection Facility; thus, providing us with a written and signed assurance that all collected material will be taken to an authorized registered location and processed within United States territory.

Our city employees shall organize, separate, palletize, plastic wrap, and store all the city collected e-waste and e-scrap in preparation for the selected awarded vendor to load. If an agreement can be reached, city employees may utilize the city's facility forklift and pallet jack to load up the e-waste pallets on to the vendor's trailer. The vendor shall prepare and make sure that the collected material manifest is properly completed and delivered from cradle to grave and that the e-waste/scrap is properly and safely transported to its intended final destination. Once sufficient e-waste pallets accumulate at our HHW facility, the awarded vendor shall be contacted to set up a date to pick up the collected material.

IF PROPOSER IS CHOSEN FOR THE PROPOSED JOB, THEIR PROPOSED PRICES AND DISPOSITION METHODS OR PLANS, MUST BE OBSERVED, AND MAY ONLY BE CHANGED WITH CITY'S WRITTEN APPROVAL.

Proposers or vendors may submit their own pricing offer form, which will be used in determining the final proposal pricing offer.

2

Background/History

E-Waste/Scrap Definition:

Electronic Scrap (e-scrap), or Electronic Waste (e-waste), or Waste Electrical and Electronic Equipment (WEEE) describe discarded electrical or electronic devices. "Electronic Scrap/Waste" may be defined as discarded computers, office electronic equipment, entertainment devices like: video game boxes, mobile phones, movie players, radio or television sets, computers, cameras, etc. electrical circuits that involve active electrical components such as vacuum tubes, transistors, diodes, integrated circuits, and associated passive

interconnection technologies. This definition includes used electronics which could be destined for reuse, resale, salvage, recycling, or disposal. In this proposal, we will include both the re-usables (working and repairable electronics), and secondary scrap (copper, steel, plastic, etc.), which may be considered "commodities" by some, to be collected along with the "electronic waste", which is considered, by some, as residue or recyclable material which is dumped by the individual buyer rather than recycled. Because loads of surplus electronics are frequently commingled (good, recyclable, and non-recyclable) our department will apply the term "e-scrap" broadly to all surplus electronics, which do not include TV and Computer CRT's. Being that our program is based on providing a free service for residential households and not for businesses or industry, our department does not accept electronic scrap, waste, or residues from industrial or commercial businesses' waste, scrap, reuse and/or recycling operations. Even though electronics are distinct from electrical and electro-mechanical science and technology, which deals with the generation, distribution, switching, storage and conversion of electrical energy to and from other energy forms using wires, motors, generators, batteries, switches, relays, transformers, resistors and other passive components, our department's e-waste/scrap program accepts and includes in this proposal, any collected residential household electro-mechanical equipment, such as toasters, blenders, and microwaves, but will exclude any white line appliances such as refrigerators, stoves, washers, dryers, and water heaters.

E-Waste/Scrap Collection Purpose:

In the United States, an estimated 70% of heavy metals in landfills come from discarded electronics, increasing the chances of groundwater pollution. Part of this evolution has involved greater diversion of electronic waste from expensive and energy-intensive down cycling processes (e.g., conventional recycling), where equipment is reverted to a raw material form. This diversion is achieved through reuse and refurbishing. The environmental and social benefits of reuse include diminished demand for new products and virgin raw materials (with their own environmental issues); diminished demand for larger quantities of pure water and electricity for associated manufacturing; less packaging per unit; availability of technology to wider swaths of society due to greater

affordability of products; and diminished use of landfill space. By dismantling and providing reuse possibilities, intact natural resources are conserved and air and water pollution caused by hazardous disposal is avoided. Additionally, recycling reduces the amount of greenhouse gas emissions caused by the manufacturing of new products. It simply makes good sense and is efficient to recycle and to do our part to keep the environment green. But whether e-scrap gets down cycled or reused, its collection and proper disposal prevents contamination of our ground and surface water bodies; thus, even if more manufacturers and retailers come up with and/or advertise more programs which can provide consumers with a recycling option for the safe and responsible disposal of their electronic waste, our department will continue to provide citizens of Laredo with a collection facility for their domestic electronics; so that they may continue to bring their e-waste/scrap to our Household Hazardous Waste Collection Facility.

Even though research has found that 58 percent of consumers know where to take their end-of-life electronics, our department would very much like to see that level of awareness increase locally; thus, our department will continue to work to educate the electronics consuming public about participating in our e-waste/scrap collection program. We continue to do this through public education and media coverage campaigns that will seek to increase awareness of the dangers of electronic waste while encouraging its recycling. Our department has teamed up with a local grassroots organization called **Keep Laredo Beautiful**, and we are focusing on promoting human health protection and environmental pollution prevention as we address environmental justice problems resulting from toxins in technologies.

Another important environmental and health concern for our department is the fact that developing countries are becoming big dump yards of e-waste due to lower or weaker environmental and labor standards and laws, cheap labor, and the relatively high value of recovered raw materials. This kind of disposition may lead to a practice, sometimes illegal, referred to as pollution-generating activities, such as burning of copper wire. Uncontrolled burning, disassembly, and improper disposal causes a variety of environmental problems such as groundwater contamination, atmospheric pollution, or even water pollution either by direct discharge or due to surface runoff (especially near coastal areas), as well as health problems. This type of activities, combined with a lack of occupational safety, may cause ill health effects among those directly and indirectly involved in incorrect or improper methods of processing the waste. Thousands of men, women, and children are employed to work in high polluting conditions, utilizing primitive recycling technologies, which help extract the metals, toners, and

plastics from computers and other electronic waste. Also, difficult-to-recycle, obsolete, or non-repairable equipment, which are more costly to process, are sometimes mixed, on purpose or due to ignorance, in loads of working equipment, but the high value of the computer recycling subset of electronic waste (working and reusable laptops, desktops, and components like RAM) can help pay the cost of transportation for a larger number of worthless pieces which have less (or negative) scrap value. **Thus, in joining an environmentally responsible global pollution prevention effort, our department has decided not to consider a proposal from any company which will be shipping any amount of their collected e-scrap to foreign countries where improper and/or irresponsible disposition of the unusable or unprofitable parts of their e-scrap ends up polluting any country's water bodies.**

3 Contractor Work:

The awarded vendor (proposer) shall provide their own tractor and trailer to collect and transport the e-waste/scrap from our facility. The vendor shall specify in their bid proposal whether they will be charging, or not, for the transportation of the e-waste/scrap they collect at our city's Household Hazardous Waste Collection Facility (HHWCF), located at 6912 Hwy. 359, within the city of Laredo Landfill. If the vendor decides to add a charge for transportation, the vendor shall specify how they plan to calculate such a charge. Whether the awarded vendor decided to charge or not for the transportation, disposal, recycling, or sale of the e-waste/scrap, in order to evaluate our e-waste/scrap program and for program improvement and educational purposes, we would like the awarded vendor to provide us with the number of units collected, and/or the weight per pallet, or weight per total loaded trailer of e-waste/scrap taken from our facility. Thus, for every e-waste/scrap collection visit that the selected bidder's tractor and trailer makes to our facility, the arriving empty tractor and trailer would have to be pre-weighed at the city landfill's weight scale house, and re-weighed after loading all the material, and the difference in weight noted on the manifest and/or other reporting form. Any vendor owned or rented hauling tractor and trailer, brought in to our HHWCF, shall have an exclusively assigned identification number, which may be used by the city, or one will be provided by the city landfill personnel.

All vendors shall specify in their proposal whether they will be charging or paying the city, or neither, for the transportation of the e-waste/scrap collected at our facility, and if charging the city, an explanation or description would have to be included for such transportation charges. Also, whether charging or paying the city, any e-waste (TV and Computer CRT's) shall have the option to be properly and clearly classified and listed as price per unit or by weight, and **the collected e-scrap (dismantled electronic parts and accessories, small electronic equipment other than Computer and TV Monitors/CRT's, CPU's, Flat Screen TV's/Computers, and Small Household Electromechanical Appliances) shall be properly and clearly classified and listed as cost per weight (lbs or tonnage)We suggest the following Table:**

We suggest the following table:

Offered Price For E-Waste Table		**Price Offered to City**	Price Charged **from City**
E-Scrap (Power Cords & Wires, Dismantled Electronic Parts, Computer Accessories, (Key board, Mouse, Speaker, External Drives, etc.)	Price per Weight (lb/tons)	$	$

Small Electronic Equipment (Video/CD Players-Radios/Clocks-Lap Tops,/Tablets-Cameras, Cellular or Office Phones, Calculators, Game Boxes, Power Surge Control Boxes, Converters, Adaptors, etc.)			
Unbroken Funnel Glass TV/Computer CRT's	Price per Unit or Weight	$	$
TV's & Computers with Broken Funnel Glass CRTs	Price per Unit or Weight	$	$
Flat Panel LED/Plasma/LCD TV/Computer/Monitors	Price per Unit or Weight	$	$
Large Screen Console Type Projector TV's	Price per Unit or Weight	$	$
Small Office Printers/Copiers/Paper Shredders/Scanners/	Price per Unit or Weight	$	$

Fax Machines			
Large Office Printers/Copiers/ Scanners/Fax Machines	Price per Unit or Weight	$	$
Electronic Household Medical Equipment (Air Cleaners/Humidifiers/ Respirators/Evaporators/ Ventilators/etc.)	Price per Unit or Weight	$	$
Small Household Electromechanical **Appliances** (Blenders/Mixers/Slicers/ Choppers/Toasters/Microwaves/etc.)	Price per Unit or Weight	$	$
Transportation	Price per Trip	$	$

Vendors shall also describe the name, location, credentials, and legal permits for any and all facilities to where the collected e-waste/scrap will be transported for distribution, for sale, for disposition, or for recycling.

If the contract is not renewed before the original contract's term ends, the awarded vendor **shall perform its contracted duties until the last day in which the contract expires**.

4

Requirements and Procedural Instructions:

Companies should submit the following information:

Company information: provide background about the company including qualifications, corporate structure, staffing levels, years in business.

Experience: provide the company's experience in the purchase of e-waste/scrap for reusing or recycling purposes. Include a list of current cities or businesses for which you have collect e-waste/scrap. This reference list should include the following: name of cities or business, contact person, and telephone number. The City of Laredo will contact references.

Provide detailed information on the procedures as to how they will collect the e-waste/scrap from the HHWCF located within the local city landfill, and how the collected e-waste/scrap from the HHWCF, located at the landfill, will be weighed. The vendor of this material must provide their own transportation. E-waste/scrap from the landfill's HHWCF, such as computer CPU's, radios, etc., will be prepared for loading and transportation by city personnel, and if agreed, the city will assist in the loading of the material onto the vendor's trailer. The vendor must set a date for material collection and transportation as soon as they receive notification, from the city's Environmental Department Personnel, that sufficient material has been palletized and prepared for loading and transportation at the city's HHWCF. The vendor's tractor-trailer driver (operator) shall have the tractor trailer weighed every time it arrives empty, and again before leaving the facility fully loaded with the e-waste/scrap material from the HHWCF. A transportation manifest shall be prepared, filled out, signed by the vendor's tractor trailer driver and the HHWCF operator, before giving a copy to the HHWCF operator and transporting the material to its final destination, where the receiving company will first verify the amount of material described on the manifest, signing it, and sending the destination company signed manifest back to the generator (City of Laredo).

Include a proposal for the pricing, if a charge or payment is proposed, for the collection and transportation of **e-waste** material, which would include TV and Computer CRT's. In addition to the **E-Waste, the E-scrap**, includes Computer and TV Flat Screen Monitors, CPU's, Household Electromechanical Equipment, large office electronic equipment, entertainment devices like: video game boxes, mobile phones, movie players, radios, computer parts and/or accessories, cameras, and electrical circuits that involve active electrical components such as vacuum tubes, transistors, diodes, integrated circuits, and associated passive interconnection technologies. The **E-Waste** includes used electronics which could be destined for reuse, resale, salvage, recycling, or disposal, and the E-Scrap includes residential household electro-mechanical equipment, such as toasters, blenders, and microwaves, but will exclude any white line appliances such as refrigerators, stoves, washers, dryers, and water heaters. If interested, the vendor may include a separate proposal for the collection and disposition of Televisions and Computer CRT Monitors and any other type of Cathode Ray Tubes (CRT's).

List any additional expenses that the City of Laredo would and would not be liable for, such as losses or damages, recovery and legal expenses if the e-waste/scrap material would be exported to another country or countries, and other expenses including attorney's fees, incurred as a result of illegal actions by the vendor, buyer, or others acquiring the contract.

5 **Award of Contract**

The contract will be awarded to the most qualified proposal based on the best value evaluation factors listed in the request for proposal document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas - Local Government Code. However, the City, may in its sole discretion, award a contract without interviews, based solely on information supplied in the proposal responses. A selection committee will review all completed Request for Proposals.

The following evaluation factors will be considered by the selection committee when evaluating each proposal:

Section	Criteria	Weighted %
I	Experience of the company	30 %
II	The ability of the company to meet the City of Laredo's needs and requirements;	20 %
III	Offered Price Per Unit, Item, Pallet, Trailer, and/or Pound/Ton of E-Waste/Scrap	50 %

Rating of definitions for 10 Point Methods

Points	Rating	Definition
0	Unsatisfactory	Does Not satisfy criteria in specifications
1	Very Poor to Unsatisfactory	
2	Very Poor	Meets elements of some criteria minimally.
3	Poor to Very Poor	
4	Poor	Meets some criteria at minimum acceptable level
5	Average to Poor	
6	Average	Adequately meets most criteria
7	Good to Average	
8	Good	Exceeds minimum criteria
9	Very Good	Provides benefits to the entity in addition to all required criteria.
10	Excellent	Exceeds all required criteria and provides additional benefits in most areas.

Evaluation Form (Example)

Section	Criteria	0-10 Points	Weighted %	Points x Weight
I	Company Experience	7	30%	2.1
II	The ability of the company to meet the City of Laredo's needs and requirements;	9	20%	1.35
III	Offered Price Per Item, Pallet, Trailer, and/or Pound/Ton	8	50%	4.4

of E-Waste/Scrap

Total Raw Point	**7.85**
Total Raw Point x 10 (True Evaluation Points)	**78.5**
Evaluation Score	

Item Notes: The City of Laredo reserves the right to reject any and all Request for Proposals and to waive any irregularities. All expenses incurred by the vendor or proposer in preparing its response to this RFP and in seeking award of this contract shall be borne solely by the vendor or proposer. The City does not guarantee that a contract (or contracts) will be awarded as a result of the RFP. In the event that a contract award is made, but the contract is not executed, the City does not guarantee that the contract will be re-awarded. City staff will review all Request for Proposals for compliance and thoroughness. The RFP found to be in compliance will then be distributed to the members of an Evaluation Committee.

6

Proposal Structure

The City of Laredo will be utilizing **best value** evaluation criteria to select the awarded vendor. 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.

The City of Laredo requires comprehensive responses to every section within this RFP. To facilitate the review of the responses, vendors shall follow the describe proposal format. The intent of the RFP format requirement is to expedite review and evaluation. It is not the intent to constrain proposers with regard to content. But to assure that the specific requirement set for in this RFP are addressed in a uniform manner amenable to review evaluation.

TAB (A) - Company Experience *30* %

This refers to the companies experience working similar jobs or contracts with other companies, governments, and similar experiences at other cities or locations.

TAB (B) - The ability of the company to meet the City of Laredo's needs & requirements 20 %

This refers to the proposing company's ability to meet all of the city's specific conditions, modifications, specifications, performance requirements and bonds, and insurance and work requirements, for this particular request for Bids job.

TAB (C) - Offered Price Per Item, Pallet, Trailer, and/or Pound/Ton of E-Waste/Scrap 50 %

This refers to the attractiveness, to the city, of the proposing company's monetary payment amount for taking all the city's collected e-scrap.

Response Total: $0.00

AFFIDAVIT

Project: FY20-092 (Disposal or Recycling of Electronic Waste/Scrap)

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is A Managing Member Of The Firm
(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 25 day of SEPT 2020.

Mujib A. Khan
Notary Public

My commission expires:
04/11/2022

MUJIB A. KHAN
Notary Public - Notary Seal
St Louis County - State of Missouri
Commission Number 14859070
My Commission Expires Apr 11, 2022

Scanned with CamScanner

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

Kaloeb R. Salter

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.

4

_____ _____
Signature of person doing business with the governmental entity Date

▶ check box if applicable ◀

☑ **I HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.**

Kaloeb R. Salter — **Name**

Signature

09-25-20 — **Date**

City Council-Regular

Meeting Date: 10/17/2022

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Jose F. Castillo, Acting Finance Director; Miguel A. Pescador, Purchasing Agent

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SUBJECT

Authorizing the Interim City Manager to renew contract FY21-003 to Trashco, Ltd, Laredo, Texas, in an amount not to exceed $140,000.00 to provide trash collection services for large volume containers. These services are required for various city operations to include: Airport, Bridge System, Parks & Recreation, Fleet Management, Transit, Municipal Housing, Utilities and Solid Waste Departments. The contract vendor is also required to provide, as needed, additional containers and/or for special events. The term of this contract will be for a period of one (1) year and this is the second of three extension (option) periods. Effective date for this contract is November 1, 2022. Funding for these services are available in various user departments' funds.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Contract was approved by City Council on 11/02/2020.
Contract renewal Ext. #1 was approved by City council on 10/18/2021.

BACKGROUND

Requested Formal bids thru Cit-E-Bid for providing trash collection services for large volume containers. Containers with capacities ranging from 2 to 30 cubic yards are needed for various operations and include weekly or bi-weekly pickups. Received two submittals; Trashco, Laredo, TX. and Southern Sanitation, Laredo, TX.

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) years periods each upon mutual agreement of the parties.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed/ approved.

Fiscal Impact

Fiscal Year: 2023
Bugeted Y/N?: Y
Source of Funds: Waste Disposal/ Hauling
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Various Departments accounts:
24236105833920
55340155833920
24938405433920
10131155533920
55942205333920
55741205333930
55539205433920
10114005133920
25126205233920
55858305833920
51854305833920

Attachments

Contract FY21-003 Renewal Letter - Ext. II

City of Laredo
Purchasing Division

September 22, 2022

Leticia Resendez
Trashco, LTD
8201 San Lorenzo
Laredo, TX. 78045

Re: Trash Collection Services
Contract FY21-003 Extension II

Dear Ms. Resendez,

A contract for providing Trash Collection Services to the City Of Laredo was awarded to your company on 11/20/2020. This award provided for the possible extension of this contract for three (3) additional one (1) year periods. This is the second of three extension periods.

Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement. 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

Trashco, LTD

Request a contract extension: Y Not request a contract extension: _____

Authorized Signature: _____

Print Name: Leticia Resendez

Date: September 22, 2022

City Council-Regular

Meeting Date: 10/17/2022

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Jose F. Castillo, Interim Finance Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew and amend contract FY16-063 with Rochester Armored Car Co. Inc., Omaha, Nebraska to allow for a 25% contract amount increase of $18,043.98; the new total annual amount will be $90,219.90. This service contract is for providing bank courier service for city operations to various city departments. The term of this contract shall be for a period of two (2) years beginning as of the date of its execution and is contingent upon the availability of appropriated funds. There was a 25% price increase during the last extension period. This is the last extension period for this contract. Funding is available in the respective departmental budgets.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a two-year contract on 12/30/18.

BACKGROUND

This contract establishes pricing for bank courier services for city operations to various city departments. The term of this contract shall be for a period of two (2) years beginning as of the date of its execution and is contingent upon the availability of appropriated fund. There was a 25% price increase during the last extension period. This is the last extension period for this contract.

Current Pricing:

Section I	Rochester Armored Car	Section II	Rochester Armored Car
Location	Cost/Month	Location	Cost/Month
International Bridge# I	$ 736.49	International Airport	$ 306.87
International Bridge# II	$ 736.49	Tax Utility Billing	$ 429.62
Columbia Bridge	$ 797.86	Solid Waste Dept.	$ 429.62

World Trade Bridge	$ 429.62	Haynes Recreation Center	$ 306.87
Transit System	$ 306.87	Municipal Court	$ 306.87
Parking Division	$ 306.87	Health Department	$ 306.87
Fasken Community Center	$ 306.87	City Hall/Tax	$ 306.87
Section I Total	$ 3,621.07	Section II Total	$ 2,393.59
X 12 Months	$ 43,452.84	X 12 Months	$ 28,723.08

Section I Total	$ 43,452.84
Section II Total	$ 28,723.08
Total	$ 72,175.92
Total x 2 Years	$ 144,351.84

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year: 2023
Bugeted Y/N?: Y
Source of Funds: Armored Car Fees
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Attachments

Bid Tab FY16-063
Contract FY16-063

Bid Tabulation FY16-063
Bank Courier Services
July 27, 2016 @ 3:00 PM

Item	Section I: Locations A	Rochester Armored Car Co. Inc. Omaha, Nebraska, 68105 Est. Max Liability	Cost Per Month	Yearly Total Monthly Cost x 12
1	International Bridge# I	$ 75,000.00	$ 2,126.00	$ 25,512.00
2	International Bridge# II	$ 150,000.00	$ 2,126.00	$ 25,512.00
3	Columbia Bridge	$ 40,000.00	$ 1,097.67	$ 13,172.04
4	World Trade Bridge	$ 200,000.00	$ 731.12	$ 8,773.44
5	Transit System	$ 15,000.00	$ 311.36	$ 3,736.32
6	Parking Division	$ 20,000.00	$ 876.70	$ 10,520.40
7	City Hall (Downtown)	$ 250,000.00	$ 876.70	$ 10,520.40
8	Fasken Community Center	$ 15,000.00	$ 311.36	$ 3,736.32
			Section I Total	$ 101,482.92
			x2	**$ 202,965.84**

Item	Section II: Locations B	Rochester Armored Car Co. Inc. Omaha, Nebraska, 68105 Est. Max Liability	Cost Per Month	Yearly Total Monthly Cost x 12
1	International Airport	$ 30,000.00	$ 311.36	$ 3,736.32
2	Tax Utility Billing	$ 50,000.00	$ 876.70	$ 10,520.40
3	Solid Waste Dept.	$ 150,000.00	$ 1,054.46	$ 12,653.52
4	Haynes Recreation Center	$ 20,000.00	$ 311.36	$ 3,736.32
5	Municipal Court	$ 25,000.00	$ 876.70	$ 10,520.40
6	Health Department	$ 15,000.00	$ 311.36	$ 3,736.32
7	Utilities Administration	$ 200,000.00	$ 124.44	$ 1,493.28
			Section I Total	$ 46,396.56
			x2	**$ 92,793.12**

Summary	
Section I Locations A	$ 202,965.84
Section II Locations B	$ 92,793.12
Two Year Total	**$ 295,758.96**

City of Laredo
Purchasing Division
Contract Renewal Notice

October 7, 2022

Mr. William P. Shea
Rochester Armored Car Co.
3937 Leavenworth St.
Omaha, Nebraska 68105

Re: Bank Courier Services
Contract Renewal Extension II
FY16-063

Dear Mr. Shea,

A contract for providing bank courier services was awarded to your company on 12/05/16. This award provided for the possible extension of this contract for one additional twenty-four month period with the same contract pricing. This is the last extension periods for this contract.

Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. If there are any questions regarding this renewal extension, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Rochester Armored Car Co.

Request a contract extension: X Not request a contract extension: _____

Authorized Signature: _____

Print Name: Bill Shea

Date: 10/10/22

City of Laredo
Purchasing Division

LETTER OF AWARD

December 5, 2018

Mr. William P. Shea
Rochester Armored Car Co.
3937 Leavenworth St.
Omaha, Nebraska 68105

Re: Bank Courier Services
Contract FY16-063
Extension I

Dear Mr. Shea,

This is to inform you that the contract renewal for FY16-063 for providing bank courier services was approved by City Council on December 4, 2018. The term of this contract shall be for a period of twenty four months. This is the first of three (2 year) extension periods.

If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City Council-Regular
Meeting Date: 12/03/2018
Initiated By: Martin Aleman, Executive Director of Finance and Technology
Staff Source: Jose F. Castillo, Financial Services Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew contract FY16-063 with Rochester Armored Car Co. Inc., Omaha, Nebraska, in an amount up to $144,351.84 for providing bank courier service for city operations to various city departments. This is a two (2) year contract subject to continued appropriations in future fiscal years. There was no price increase during the last extension period. This is the first of three (2-year) extension periods. Funding is available in the respective departmental budgets.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a two year contract on 12/5/16.

BACKGROUND

Daily deposits are picked up at fourteen (14) City offices including the City Hall Annex. There was no price increase during the last extension period. This is the first of three (2-year) extension periods.

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 two, additional two (2) year periods. Should the vendor desire to extend the contract for the additional two year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. If the pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to

extend the contract, the contract shall automatically renew for another two year period.

Summary

Section I	**Rochester Armored Car**	**Section II**	**Rochester Armored Car**
Location	Cost/Month	Location	Cost/Month
International Bridge# I	$ 736.49	International Airport	$ 306.87
International Bridge# II	$ 736.49	Tax Utility Billing	$ 429.62
Columbia Bridge	$ 797.86	Solid Waste Dept.	$ 429.62
World Trade Bridge	$ 429.62	Haynes Recreation Center	$ 306.87
Transit System	$ 306.87	Municipal Court	$ 306.87
Parking Division	$ 306.87	Health Department	$ 306.87
Fasken Community Center	$ 306.87	City Hall/Tax	$ 306.87
Section I Total	$ 3,621.07	**Section II Total**	$ 2,393.59
X 12 Months	**$ 43,452.84**	X 12 Months	**$ 28,723.08**

Section I Total	$ 43,452.84
Section II Total	$ 28,723.08
Total	$ 72,175.92
Total x 2 Years	**$ 144,351.84**

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year: 2019

Bugeted Y/N?: Yes

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

Bid Tab FY16-063

FY16-063 Contract

City of Laredo

Purchasing Division

Date: 10-05-16

Bid Tabulation: FY16-063

	Name	Address	City	Time Window 1 Start	Time Window 1 Finish	Description 2	Monthly Rate
13:00	City of Laredo Airport	5210 NE Bob Bullock Loop 20	Laredo	8:00 AM	5:00 PM	MTWHFS	[illegible]
12:00	City of Laredo City Hall/Tax	1110 Houston	Laredo	8:00 AM	5:00 PM	MTWHF	[illegible]
9:00	City of Laredo Fasken Recreation	15201 Cerralvo Drive	Laredo	8:00 AM	5:00 PM	MTWHF	[illegible]
12:00	City of Laredo Haynes Recreation	2102 Clark's Crossing	Laredo	8:00 AM	5:00 PM	MTWHF	[illegible]
8:15	City of Laredo Health Department	2600 Cedar	Laredo	8:00 AM	5:00 PM	MTWHF	[illegible]
8:00	City of Laredo Municipal Court	4610 Maher Avenue	Laredo	8:00 AM	5:00 PM	MTWHF	[illegible]
12:00	City of Laredo Parking Meters	912 Matamoros	Laredo	8:00 AM	5:00 PM	MTWHF	[illegible]
9:00	City of Laredo Solid Waste Dept.	5912 State Highway 359	Laredo	8:00 AM	5:00 PM	MTWHF	[illegible]
10:30	City of Laredo Tax Utility Billing	1102 Bob Bullock Loop 20	Laredo	8:00 AM	5:00 PM	MTWHF	[illegible]
13:00	City of Laredo Transit	401 Scott	Laredo	8:00 AM	5:00 PM	MTWHF	[illegible]
9:00	Colombia Bridge City #4	FM Road 1472	Laredo	6:00 AM	5:00 PM	MTWHFS	[illegible]
12:00	International Bridge #1	South Juarez Street	Laredo	6:00 AM	5:00 PM	MTWHFSU	[illegible]
12:00	International Bridge #2	South IH 35	Laredo	6:00 AM	5:00 PM	MTWHFSU	[illegible]
12:00	World Trade Bridge #3	11601 Mines Road	Laredo	6:00 AM	5:00 PM	MTWHF	[illegible]

$6,014.66

City of Laredo
Purchasing Division
Contract Renewal Notice

November 14, 2018

Mr. William P. Shea
Rochester Armored Car Co.
3937 Leavenworth St.
Omaha, Nebraska 68105

Re: Bank Courier Services
Contract Renewal Extension I
FY16-063

Dear Mr. Shea,

A contract for providing bank courier services was awarded to your company on 12/05/16. This award provided for the possible extension of this contract for one additional twenty four month period with the same contract pricing. This is the first of three extension periods for this contract.

Please indicate your desire to request a contract extension. Should your company desire a contract extension, it is expressly understood by the parties that any such extension of this contract is entirely revocable at the City's discretion and is contingent upon the agreement and acceptance by the City Council. If there are any questions regarding this renewal extension, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador ~~for~~
Purchasing Agent

Rochester Armored Car Co.

Request a contract extension: X Not request a contract extension: _____

Authorized Signature: _____

Print Name: Bill Shea

Date: 11/20/2018

Enrique Aldape III

From: Jose F. Castillo
Sent: Wednesday, November 14, 2018 3:01 PM
To: Enrique Aldape III
Cc: Miguel A. Pescador
Subject: RE: 2018 Contracts

Yes. Services need to continue.

Please initiate the renewal process.

Jose F. Castillo
Assistant Finance Director
1110 Houston St.
P O Box 579
Laredo TX 78042-0579
956-791-7428

From: Enrique Aldape III
Sent: Wednesday, November 14, 2018 2:22 PM
To: Jose F. Castillo <jcastillo@ci.laredo.tx.us>
Cc: Miguel A. Pescador <mpescador@ci.laredo.tx.us>
Subject: 2018 Contracts

Good afternoon Mr. Castillo,

Do you wish to renew the following contract?

DECEMBER 2018			
Armored Car Services	16-063	**Finance**	

ENRIQUE ALDAPE III
ADMINISTRATIVE ASSISTANT II
CITY OF LAREDO PURCHASING
5512 THOMAS AVENUE
956-794-1733

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:
2016-149094

Date Filed:
12/27/2016

Date Acknowledged:
12/28/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Rochester Armored Car Co., Inc.
Omaha, NE 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.

FYI16-069
Bank Courier 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 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-149094

Date Filed:
12/27/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Rochester Armored Car Co., Inc.
Omaha, NE 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.
FYI16-069
Bank Courier 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 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

GENERAL NOTARY - State of Nebraska
WAYNE W. PETERSON
My Comm. Exp. Nov. 20, 2018

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Bill Shea, this the 27 day of Dec, 20 16, to certify which, witness my hand and seal of office.

Wayne Peterson — WAYNE W PETERSON — CFO

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

City of Laredo
Purchasing Division

LETTER OF AWARD

December 6, 2017

Mr. William P. Shea
Rochester Armored Car Co.
3937 Leavenworth St.
Omaha, Nebraska 68105

Re: Bank Courier Services
Contract FY16-063
Approved by City Council on December 5, 2016

Dear Mr. Shea,

This is to inform you that contract FY16-063 for providing bank courier services was approved by City Council on December 5, 2016. The term of this contract shall be for a period of twenty four months. This contract has three (2 year) extension periods.

Statutory Requirement to File Form 1295:
Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html. You scan and email a 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: 12/05/2016
Initiated By: Horacio De Leon, Assistant City Manager
Staff Source: Rosario Cabello, Financial Services Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award contract FY16-063 to the sole bidder, Rochester Armored Car Co. Inc., Omaha, Nebraska, in an amount up to $144,351.84 for providing bank courier service for city operations to various city departments. This is a two (2) year contract subject to continued appropriations in future fiscal years. This contract has three (2-year) extension periods upon mutual agreement. Funding is available in the respective departmental budgets.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received one (1) bid for providing bank courier services. Daily deposits are picked up at fourteen (14) City offices including the City Hall Annex.

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 two (2) year periods. Should the vendor desire to extend the contract for the additional two year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. If the pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another two year period.

Summary

Section I	Rochester Armored Car	Section II	Rochester Armored Car
Location	Cost/Month	Location	Cost/Month
International Bridge# I	$ 736.49	International Airport	$ 306.87
International Bridge# II	$ 736.49	Tax Utility Billing	$ 429.62
Columbia Bridge	$ 797.86	Solid Waste Dept.	$ 429.62
World Trade Bridge	$ 429.62	Haynes Recreation Center	$ 306.87
Transit System	$ 306.87	Municipal Court	$ 306.87
Parking Division	$ 306.87	Health Department	$ 306.87
Fasken Community Center	$ 306.87	City Hall/Tax	$ 306.87
Section I Total	$ 3,621.07	**Section II Total**	$ 2,393.59
X 12 Months	**$ 43,452.84**	X 12 Months	**$ 28,723.08**

Section I Total	$ 43,452.84
Section II Total	$ 28,723.08
Total	$ 72,175.92
Total x 2 Years	**$ 144,351.84**

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year: 2017

Bugeted Y/N?: Yes

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

Contract FY16-063
Bid Tab FY16-063

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for awarding a two year contract for providing bank courier services for the City of Laredo. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on July 26, 2016** and all bids received will be **opened** and read publicly on **July 27, 2016 at 3:00 PM.**

Bids are to be submitted in a sealed envelope clearly marked:

BID: Bank Courier Services – City of Laredo
FY16-063

Bids are to be mailed:
City of Laredo – City Secretary
C/O Heberto "Beto" L. Ramirez
City Hall – Third Floor
PO Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo – City Secretary
C/O Heberto "Beto" L. Ramirez
City Hall – Third Floor
1110 Houston
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 29th DAY OF JUNE 2016.

Heberto "Beto" L. Ramirez
Acting City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

(g) In submitting this bid, the bidder understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order and will consist of the invitation to bid, specifications, the responsive bid and the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by a city official with authority to do so. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision more favorable to the City shall prevail.

2.0 DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.

(c) Bids must be submitted on the forms furnished. Telegraphic and facsimile bids will not be considered.

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a period of sixty days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.
(b) Bid does not strictly conform to the law or the requirements of the bid.
(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) **The City may reject all bids or any part of a bid whenever it is deemed necessary.**
(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven days prior to the scheduled opening date a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum will be mailed or delivered to each vendor having receiving a set of bid documents. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

(a) ***ANNUAL SUPPLY CONTRACTS:*** This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

If the contract is for the construction of public works or for the purchase of materials, equipment, and supplies, the municipality may let the contract on either on a lump-sum basis or a unit price basis as the City determines in the specifications. If the contract is let on a unit price basis, the information furnished to bidders is the approximate quantity needed, based on the best available information, but payment to the contract will be based on the actual quantity constructed or supplied according to the change orders.

10.0 AWARD OF CONTRACT

(a) The contract will be awarded based on who provides the **best value** for the city based on the evaluation factors listed in the request for bid document, in accordance to the provisions of the State of Texas - Local Government Code. A primary and secondary vendor will be awarded this contract.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the city to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Invoices must include the scale ticket of all loads from a Certified Scale in order to get processed for payment. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule.
All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042 and copy to Environmental Services at 619 Reynolds Laredo, Texas 78040.

12.0 INSURANCE REQUIREMENTS

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.

(f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty-(60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(h) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Formal Invitation for Bids
Bank Courier Services

14.0 Scope of Work

The City of Laredo is herein soliciting bids for awarding a two year contract to furnish armored car and bank courier services for various City of Laredo Departments. The successful bidder shall be required to maintain a Texas License Class B license from the Texas Board of Private Investigators and Private Security Agency. The purpose of this contract is to establish primary and secondary providers to provide services as may be required by city departments throughout the contract period. The needs of the City shall govern the amount of services requested by the City during contract period.

14.1 All questions for this bid shall be submitted before July 12, 2016 in writing or by email to:

Enrique Aldape III, Administrative Assistant II
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041

Email: ealdape@ci.laredo.tx.us

14.2 The successful bidder shall furnish all the equipment and appurtenances to perform the service.

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 Vendor(s) selected will be required to submit a pickup schedule by each pick-up location for approval by the City of Laredo Financial Services Department prior to the beginning of service. Vendor(s) will be furnished a calendar which details days when the City of Laredo will be open. The City of Laredo Financial Department must approve any deviations from approved schedule.

15.4.1 Carrier must deliver all deposits no later than 10:00A.M. the following business day. The carrier shall deliver change and/or bank supplies at the same time and in conjunction with the aforementioned deposit pickups.

15.4.2 Holiday Service
Service will be required if a designated pickup day falls on a bank, legal, or other holiday.

15.5 Transport Liability
The successful bidder shall be liable for any loss or destruction of property from the time it is received by the carrier until such time it is delivered to the designated bank. The liability shall be the declared value as it appears on the shipping document, not to exceed the maximum amount set forth for each pickup location. All deposits or shipments to the designated bank will be either locked or sealed in special deposit bags.

15.6 The City of Laredo reserves the right to meet with the successful bidder or bidders at any time to discuss any bid service requirements and the level of such service being provided.

15.7 The City of Laredo will notify the contractor of any claim for loss within twenty-four (24) hours after loss is discovered.

15.8 Additional services as may be requested for other City of Laredo Departments currently not provided by contractor or listed in this bid document.

15.9 Multiple contracts will be awarded for services specifically listed on this bid sheet. A primary and secondary vendor will be selected for each awarded section. In the event work cannot be performed as per time schedule by the primary contractor, the secondary contractor will be called upon to perform at his quoted price, with no penalty to the primary contractor.

16.0 Pickup Locations

16.1 Locations A

Item	Department	Address	Days	Pickup-Time
1	International Bridge# I	Water Street	M,T, W, TH, F, Sat	10:30AM – 11:00AM 5:30PM - 6:00PM
	International Bridge# I	Water Street	Sunday	9:30AM – 10:00AM
2	International Bridge# II	201 Santa Ursula	M,T, W, TH, F	11:00AM – 11:30AM 6:00PM - 6:30PM
	International Bridge# II	201 Santa Ursula	Saturday, Sunday	10:00AM – 10:30AM
3	Columbia Bridge	FM 1472 at FM 3464	M,T, W, TH, F, Sat.	8:00AM – 10:00AM
4	World Trade Bridge	11601 FM 1472	M thru F	2:30PM – 3:00PM
5	Transit System	401 Scott	M thru F	10:30AM – 11:00AM
6	Parking Division	912 Matamoros	M thru F	4:30PM – 5:00PM
7	City Hall (Downtown)	1110 Houston	M thru F	5:00PM – 5:15PM
8	Fasken Community Center	15201 Cerralvo	M thru F	10:00AM – 11:00AM

16.2 Locations B

Item	Department	Address	Days	Pickup-Time
1	International Airport	5210 Bob Bullock	M thru F	3:30PM – 4:00PM
2	Tax Utility Billing	1102 Bob Bullock	M thru F	5:00PM – 5:30PM
3	Solid Waste Dept.	5912 Hwy 359	M thru F	5:00PM – 5:30PM
4	Haynes Recreation Center	2102 Clark's Crossing Dr.	M thru F	9:00AM – 10:00AM
5	Municipal Court	4610 Maher	M thru F	4:30PM – 5:00PM
6	Health Department	2600 Cedar	M thru F	9:30AM – 10:00AM
7	Utilities – Administration	5816 Daugherty Ave	M & F	4:00PM – 5:00PM

17.0 Price Adjustment

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate unit price increases. Documentation may be emailed to mpescador@ci.laredo.tx.us

The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids.

18.0 Insurance Requirements

When required and specified in the City of Laredo bid specifications, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

18.1 Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

18.2 Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

18.3 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.

18.4 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.

18.5 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.

18.6 With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

18.6.1 The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.

18.6.2 All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.

18.6.3 A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, Builders Risk, and all liability policies.

18.6.4 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.

18.6.5 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.

18.6.6 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.

18.6.7 Required limits may be satisfied by any combination of primary and umbrella liability insurances.

18.6.8 Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.

18.6.9 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.

18.7 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:

18.7.1 Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.

18.7.2 Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

18.8 Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

19.0 Award of Contract

Submission and award of contract shall be based on the "Terms and Conditions of the Invitation for Bids" which is attached and make part of these specifications. This contract will be **awarded by sections** to the bidder (s) that provides the ***best value*** to the City of Laredo and who's proposed price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas - Local Government Code. A primary and secondary will be awarded this contract.

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased.

The City's obligation for performance of this bid is contingent upon the availability of funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this informal bid becomes null and void.

In determining the ***best value*** for the City of Laredo the following factors shall be considered in accordance with the corresponding weights, in evaluating the bids:

The following factors shall be considered in accordance with the corresponding weights, in evaluating the bids:

Section	Criteria	Weighted %
I	Contractor's Profile, Qualifications, Experience & Equipment	30%
II	An evaluation of the pricing to the City of Laredo.	60%
III	The bidder's past relationship with the City of Laredo /other governmental Agencies.	10%

Rating of Definitions for 10 point Method

Points	**Rating**	**Definition**
0	Unsatisfactory	Does not satisfy criteria in specifications.
1	Very Poor to Unsatisfactory	
2	Very Poor	Meets elements of some criteria minimally.
3	Poor to Very Poor	
4	Poor	Meets some criteria at minimum acceptable level.
5	Average to Poor	
6	Average	Adequately meets most criteria.
7	Good to Average	
8	Good	Exceeds minimum criteria.
9	Very Good	Provides benefits to the entity in addition to all required criteria.
10	Excellent	Exceeds all required criteria and provides additional benefits in most areas.

Evaluation Form (Example)

Section	Criteria	0-10 Points	Weighted %	Points x Weight
I	Contractor's Profile, Qualifications, Experience & Equipment	8	30%	2.4
II	An evaluation of the pricing to the City of Laredo.	6	60%	3.6
III	The bidder's past relationship with the City of Laredo /other governmental Agencies.	8	10%	0.8
			Total Raw Point	**6.8**
			Total Raw Point x 10 (True Evaluation Points) Evaluation Score	**68**

20.0 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 two (2) year periods. Should the vendor desire to extend the contract for the additional two year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

20.1 If the pricing remains the same or price adjustment has mutual agreement from both parties and the City agrees to extend the contract, the contract shall automatically renew for another two year period.

20.2 The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

20.3 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least $1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

21.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Tab A - Company Information Questionnaire
Tab B - Signed Price Schedule
Tab C - Conflict of Interest Questionnaire
Tab D – Non-Collusive Affidavit
Tab E - Discretionary Contract Disclosure
Tab F - Certificate of Interested Parties

22.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire: Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) Rochester Armored Car Co., Inc.

Signature of person authorized to sign bid _____ Date 7/22/2016

Print Name of person authorized to sign bid William P. (Bill) Shea

Title: Sales & Service

Business Address: 3937 Leavenworth Street

City, State, Zip Code: Omaha, NE 68105

Telephone Number: 800-558-9323 ext: 238 Fax Number: (402) 558-9326

Contact Person Email Address: wpshea@rocarmco.com

Federal Tax ID Number: 47-0447153

Bidders Principal/Corporate Place of Business Address: 3937 Leavenworth Street, Omaha, NE 68105

Indicated Status of Business:

Corporation X Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: 52 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: Locations A

Item	Location	Estimated Maximum Liability Per Shipment	Cost Per Month	Yearly Total (Monthly Cost x 12)
1	International Bridge# I	$ 75,000.00	$ 2,126.00	$ 25,512.00
2	International Bridge# II	$ 150,000.00	$ 2,126.00	$ 25,512.00
3	Columbia Bridge	$ 40,000.00	$ 1,097.67	$ 13,172.04
4	World Trade Bridge	$ 200,000.00	$ 731.12	$ 8,773.44
5	Transit System	$ 15,000.00	$ 311.36	$ 3,736.32
6	Parking Division	$ 20,000.00	$ 876.70	$ 10,520.40
7	City Hall (Downtown)	$ 250,000.00	$ 876.70	$ 10,520.40
8	Fasken Community Center	$ 15,000.00	$ 311.36	$ 3,736.32
			Section I Total	$101,482.92
			x 24 Months	$202,965.84

23.2 Section II: Locations B

Item	Location	Estimated Maximum Liability Per Shipment	Cost Per Month	Yearly Total (Monthly Cost x 12)
1	International Airport	$ 30,000.00	$ 311.36	$ 3,736.32
2	Tax Utility Billing	$ 50,000.00	$ 876.70	$10,520.40
3	Solid Waste Dept.	$ 150,000.00	$ 1,054.46	$12,653.52
4	Haynes Recreation Center	$ 20,000.00	$ 311.36	$ 3,736.32
5	Municipal Court	$ 25,000.00	$ 876.70	$10,520.40
6	Health Department	$ 15,000.00	$ 311.36	$ 3,736.32
7	Utilities Administration	$ 20,000.00	$ 124.44	$ 1,493.28
			Section II Total	$46,396.56
			x 24 Months	$92,793.12

*******All Sections must be fully completed in order to be considered***

Company Name: Rochester Armored Car Co., Inc.

Owner/President Name: Joseph M. Shea / President

Company Address: 3937 Leavenworth Street

City, State, Zip Code: Omaha, NE 68105

Company Authorized Representative's Signature:

Company Representative's Name: William P. (Bill) Shea

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

23.4 Overview of Company

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.

23.5 Provide an overview of your company (years in service, number of employees, etc.).

Rochester Armored Car has been in business since 1964. Rochester operates in 7 states, has approximately 650 employees and over 300 vehicles. Rochester has served the City of Laredo for well over 10 years.

23.6 Provide the name and license of all employees to be assigned to the City contract.

Please see 'Attachment One'. All employees listed can be found on TDPS site.

Name	License#

*****Please attach a copy of your company's Texas License Class B license from the Texas Board of Private Investigators and Private Security Agency.*

Please see 'Attachment Two'.

23.7 List of equipment which will be used to comply with this contract obligation.

Please see 'Attachment Three'.

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

☐ 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.

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☒ No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity — Date: 7/22/2016

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 William P. (Bill) Shea
(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 22 day of July 20 16

Notary Public

My commission expires:

July 6, 2020

GENERAL NOTARY - State of Nebraska
ROMIT KHADKA
My Comm. Exp. July 6, 2020

26.0 Tab E

City of Laredo
Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 of the City's Ethics Code.
***This is a __ New Submission or __ Correction or __ Update to previous submission.**

***1. Name of person submitting this disclosure form.**

First: William (Bill) M.I. P. Last: Shea Suffix: _____

***2. Contract Information.**

a) Contract or project name: Bank Courier Services - City of Laredo FY16-063

b) Originating department: Purchasing Division

***3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).**

Rochester Armored Car Co., Inc.

***4. List any business entity(ies) that is a partner, parent, or subsidiary business entity(ies) of the individual or entity listed in Question 3.**

☒ Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.
☐ Names of partner, parent, or subsidiary business entities:

***5. List any individuals or entities that will be subcontractors on this contract.**

☒ Not applicable. No subcontractors will be retained for this contract.
☐ Subcontractors may be retained, but have not been selected at the time of this submission.
☐ List of subcontractors:

***6. List any attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.**

☒ Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.
☐ List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council any candidate for City Council, or to any political action committee that contributes to City Council elections:

a) any individual seeking contract with the city (Question 3)
b) any owner or officer of entity seeking contract with the city (Question 3)
c) any individual or owner or officer of any entity listed above as a partner, parent, or subsidiary business (Question 4)
d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
e) the spouse of any individual listed in response to (a) through (d) above
f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

[X] Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

[ ] **List of contributors:**

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest.**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/ commission member that has not or will not be raised by these city officials?

[X] I am not aware of any conflict(s) of interest issues under Section 2.01of the Ethics Code for members of City Council or a city board/commission.

[ ] I am aware of the following conflicts(s) of interest:

***Acknowledgements**

[X] **Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than 5 business days after any changes has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

[X] **No Contact with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

27.0 Tab F

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Rochester Armored Car Co., Inc. Omaha, NE USA

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

City of Laredo, TX

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

FY16-063 Bank Courier Services - City of Laredo

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** [X]

6 **AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

NOTARY - State of Nebraska
ROMIT KHADKA
My Comm. Exp. July 6, 2019

AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said WILLIAM P SHEA, this the 22 day of July, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath — ROMIT KHADKA — Printed name of officer administering oath — GENERAL NOTARY — Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission — www.ethics.state.tx.us — Adopted 10/5/2015

28.0 Vendors Instructions:

Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on July 26, 2016; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on July 27, 2016.**

Bids are to be submitted in a sealed envelope clearly marked:

Bid: Bank Courier Services – City of Laredo
FY16-063

Bids are to be mailed: City of Laredo - City Secretary
C/O Heberto "Beto" L. Ramirez
City Hall - Third Floor
P. O. Box 579
Laredo, Texas 78042-0579

Hand Delivered:
City of Laredo - City Secretary
C/O Heberto "Beto" L. Ramirez
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

Rochester Armored Car Co., Inc.

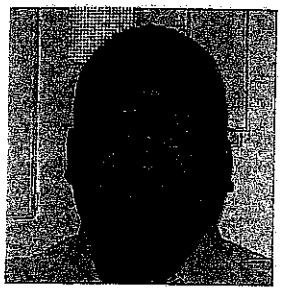
'ATTACHMENT ONE'

EMPLOYEES

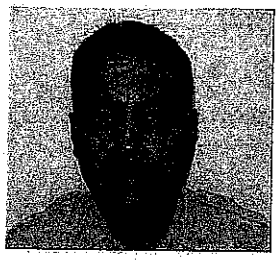
for

City of Laredo
Bank Courier Services
FY16-063

Rochester Armored Car Co. Inc. Laredo, TX. Operations 956-722-6609



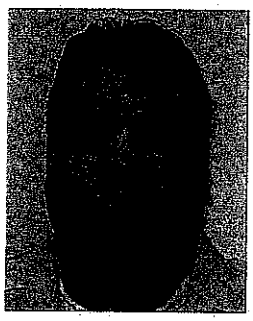
ABRAHAM
CASTANEDA



ALBERTO
FUENTES

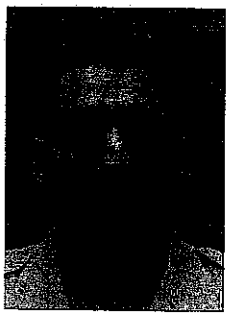
LUIS
FUENTES

CHRISTOPHER
IBARRA



JUAN
LEAL

ANDRES
MALDONADO

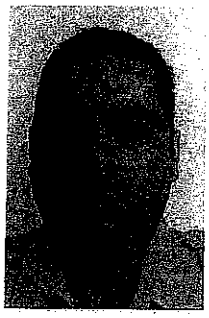


RAUL
MALDONADO III

GIRESSE
MANZANO

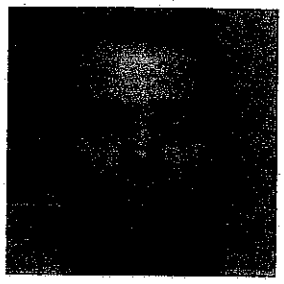
4/13/2016

Rochester Armored Car Co. Inc. Laredo, TX. Operations 956-722-6609



DIEGO
MONTELONGO

JOSE
MORALES JR.



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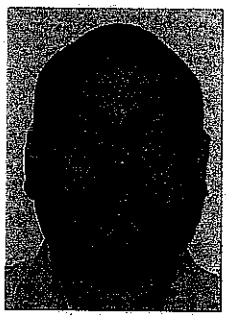
PEREZ

EMMANUEL
RAMOS

RUVEN
RANGEL



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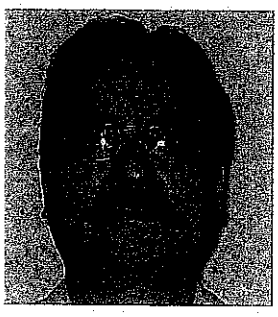
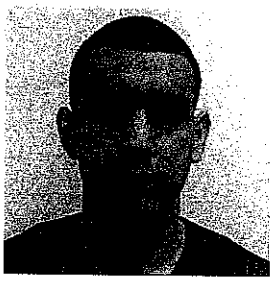
SAMMIGULE



RICARDO
TREVINO



DAN
VELA

4/13/2016

MIGUEL

VELASQUEZ

4/13/2016

Company/School Details

Previous Page | New Search | Private Security Home

Company Details

Name:	ROCHESTER ARMORED CAR CO., INC.
License Number:	B00821
Company Code:	8
Category:	Guard Company Courier Company Armored Car Company

Provide/Update Email Address

Mailing Address

PO BOX 507
MCALLEN, TX 78505

Insurance & Company Status

Company Status:	ACTIVE
Company Expiration Date:	4/30/2017
Insurance Expiration Date:	6/30/2017
Armed Guard Insurance:	Yes
Guard Dog Insurance:	No

Owner/Manager

Name

GARZA , ROBERTO

SHEA , JOSEPH

SHEA , THOMAS

Employees (Former and Current)

Name

ABSHIRE , JACKIE

ACOSTA , MARK

AGUIRRE , JOSE

AKENS , KATIE

ALAFFA , GREGORIO

ALAMAN , RANDALL

ALFARO , ANTONIO

ALLEN , FRANKLIN

ALLEN , THOMAS

ALLISON , DANIEL

ALLMAN , ALEXANDER

ALMANZA , ERVEY

ALMANZA , JOSE

ALONZO , JOSE

ALTHERR , DEREK

ALVARADO , JUAN

ANDING , JOSHUA

ARAGON , ANGELIQUE

ARAGUZ , SETH

ARANDA , DELILAH

ARANDA , DIEGO

ARBOGAST , SAMUE

ARCE , CHRISTOPHER

ARCE , RENE

ARELLANO , ALFREDO

1 2 3 4 5 6 7 8 9 10 ...

Note: links to [PDF] files require Adobe Reader or another PDF viewer.

Accessibility	Site Policies	TRAIL	TSIEC	Report Fraud, Waste or Abuse
Outlook Web Access	ETA Time Entry	Texas Homeland Security	Public Information Act	Compact with Texans
The Governor's Committee on People with Disabilities	Personnel Complaint Process (Espanol)	Customer Survey
Texas Veterans Portal	Texas Fusion Center Privacy Policy	texas.gov	OST Entry

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Rochester Armored Car Co., Inc.

'ATTACHMENT TWO'

STATE LICENSE & INSURANCE

for

City of Laredo
Bank Courier Services
FY16-063

Texas Department of Public Safety

Certificate of Licensure

The Private Security Board certifies that:

ROCHESTER ARMORED CAR CO., INC.

B00821

Is Duly Licensed as

Security Contractor
Guard Company
Armored Car Company
Courier Company

Steven C. McCraw
Director, Texas Department of Public Safety

EXPIRES: 4/30/2017

This certificate affirms the above stated company is licensed pursuant to Texas Occupations Code 1702. The license will expire on the date stated above.
Texas Department of Public Safety, Regulatory Services Division, 5806 Guadalupe Street, Austin, Texas 78752
www.dps.texas.gov

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/24/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Harry A. Koch Co.
P.O. Box 45279
Omaha NE 68145-0279

CONTACT NAME:
PHONE (A/C, No, Ext): 402-861-7000 **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: General Casualty Co. of Wisconsin	24414
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Rochester Armored Car Co., Inc.
P.O. Box 8 D.T.S.
Omaha NE 68101

COVERAGES **CERTIFICATE NUMBER:** 1530495999 **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:			CCI0262931	6/30/2016	6/30/2017	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 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			CBA0262931	6/30/2016	6/30/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			CCU0262931	6/30/2016	6/30/2017	EACH OCCURRENCE AGGREGATE $	$10,000,000 $10,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		CWC0262931	6/30/2016	6/30/2017	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)

City of Laredo is additional insured for General Liability and Auto Liability if required by written contract executed prior to loss. Waiver of Subrogation applies for General Liability, Auto Liability and Workers Comp if required by written contract executed prior to loss.

CERTIFICATE HOLDER

City of Laredo
Finance Dept
PO Box 579
Laredo TX 78042

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/04/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies)must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Willis of New York, Inc.
10 Woodbridge Center Dr
Suite 601
Woodbridge, NJ 07095

CONTACT NAME:
PHONE (A/C, NO, EXT): 732-855-3155 FAX (A/C, NO): 888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: U.S. Specialty Insurance Company	29599-001
INSURER B: Underwriters at Lloyd's London	15792-001
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

Rochester Armored Car Co., Inc.
P.O. Box 8 DTS
Omaha, NE 68101

COVERAGES **CERTIFICATE NUMBER: 22402546** **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Armored Car Transit,			CUL 60103.015	1/1/2015	1/1/2017	SEE DESCRIPTION FOR LIMITS	
B	Vault and Safe Risk			11076W14	1/1/2015	1/1/2017		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SEE ATTACHED FOR LIMITS

CERTIFICATE HOLDER

City of Laredo
P.O. Box 579
Laredo, TX 78042

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

Joann Eppi

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Rochester Armored Car Co., Inc.

'ATTACHMENT THREE'

VEHICLE LISTING

for

City of Laredo
Bank Courier Services
FY16-063

Vehicle	VIN	State/Provinc	Make Name	VIN Model	Status	Decal	Model Year	Sub-Asset Type	Model Name
24	1FTSE3EL0BDA04253	TX	FORD	ECONOLINE	Active	359LW	2011	Armored Van	ARMORED VAN
25	1FTRE14W66DA23913	TX	FORD	ECONOLINE	Active	UT681	2006	Courier Van	E150 VAN
52	1FTSE34L96HA26946	TX	FORD	ECONOLINE	Active	UH399	2006	Armored Van	ARMORED VAN
79	1FTSE34L03HB83860	TX	FORD	ECONOLINE	Active	UE394	2003	Armored Van	ARMORED VAN
147	1HTSCAAM6TH243053	TX	INTERNATIO	4700	Active	873RJ	1996	B-Body	4700 B BODY
193	1FTRE14W86DB43700	TX	FORD	ECONOLINE	Active	UV192	2006	Courier Van	ECONOLINE
199	1GBJC34697E558149	TX	CHEVROLET	SILVERADO	Active	889RJ	2007	AB-Body	SILVERADO AB BODY
207	1HTMMAAM5CH077002	TX	INTERNATIO	DURASTAR 4300	Active	875RJ	2012	B-Body	D/S 4300 B BODY
217	1GB6CZB67AF106035	TX	CHEVROLET	SILVERADO	Active	376PL	2010	AB-Body	SILVERADO
228	1FTSE3EL0BDA78904	TX	FORD	ECONOLINE	Active	374PL	2011	Armored Van	ARMORED VAN
229	1FTSE3EL6BDA78910	TX	FORD	ECONOLINE	Active	375PL	2011	Armored Van	ARMORED VAN
233	1HTJSSKK4DH130012	TX	INTERNATIO	TERRASTAR	Active	078PN	2013	AB-Body	TERRASTAR AB+ BODY
241	1HTMMAAM87H382841	TX	INTERNATIO	4300	Active	538UX	2007	B-Body	4300 B BODY
249	1HTMMMMM9HH751625	TX	INTERNATIO	DURASTAR 4300	Active	115AAF	2017	B-Body	DURASTAR 4300

City Council-Regular

Meeting Date: 10/17/2022

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Chief Guillermo Heard, Fire Chief; Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to ratify purchase order (No. 367632) approved by Interim City Manager to exclusive dealer Richardson Apparatus LLC, Johnson City, TX, for the amount of $297,500.00, and to further authorize unforeseen related expenditures for an additional amount not to exceed $52,500, for a total amount of $350,000.00, for the purchase of Firefighting Bunker Gear that includes but not limited to: rescue suits (coats & pants), hoods, gloves and other items for firefighters. Firefighters require specialized and certified protection gear that needs to comply with the National Fire Protection Association 1851, which requires for this type of gear to be replaced every 10 years. The term of this purchase contract shall be for a period of one (1) year beginning as of the date of its execution and is subject to future appropriations. Funding is available in the General Fund - Fire Department.

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The purchase of this protection gear is for the Fire Department Line Personnel and the Cadets who will be set to graduate and become part of Fire Department operations in January 2023. The Innotex brand of Coats and Pants are part fo the Firefighting Bunker Gear that complies with NFPA 1851, which requires that this type of gear be replaced every 10 years. Richardson Apparatus LLC is the authorized dealer to sell the complete line of Innotex Turnout Gear in the state of Texas. Letter from manufacturer Innotex stating Richardson Apparatus is authorized distributor in Texas and the Memorandum approved and signed by the Interim City Manager have been included for reference.

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

Staff recommends for this motion to be approved.

Fiscal Impact

Fiscal Year:	2023
Bugeted Y/N?:	Y
Source of Funds:	General Funds
Account #:	101-2435-522.24-00

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding is available in the General Funds Minor Apparatus and Tools account number: 101-2435-522.24-00. Purchases are subject to appropriation of funds.

Attachments

Memorandum Signed by Interim City Manager

Vendor's Quote

Authorized Distributor Letter from Manufacturer Innotex

CITY OF LAREDO

FIRE DEPARTMENT

MEMORANDUM

TO: Mrs. Rosario C. Cabello, Interim City Manager
Mr. Riazul I. Mia, Assistant City Manager
Mr. Steve E. Landin, Assistant City Manager

FROM: Guillermo Heard, Fire Chief / EMC

DATE: October 3, 2022

SUBJECT: Bunker Gear

I respectfully request your authorization to utilize funding to purchase Fire Protection gear (Bunker gear) in the amount up to $297,500.00. This gear will be required for the upcoming academies who will be graduating in January 2023 and June 2023. Funding is available from our General Fund Minor Apparatus and Tools account line item.

✓ R.C. Cabello
Approved
Rosario C. Cabello
Interim City Manager

____ Denied
Rosario C. Cabello
Interim City Manager

Richardson Apparatus
Main: (830) 201-0109
Info@richardsonapparatus.com
http://richardsonapparatus.com

Invoicing Address:
Laredo Fire Department, City of Laredo Accounts Payable
P.O. BOX 210
Laredo TX 78042-0210
United States

Shipping Address:
Laredo Fire Department, Attn: Laredo Fire Training Division
26911 Pinto Valle
Laredo TX 78045
United States

Laredo Fire Department

Quotation # S00164

Quotation Date:	**Expiration:**	**Salesperson:**
09/29/2022	10/29/2022	Sarah Hodge

DESCRIPTION	QUANTITY	UNIT PRICE	SALES PRICE	AMOUNT
Custom INNOTEX ENERGY Turnout Suit (Quote Number) INNOTEX Quote Number: Quote Number: QUO-64872-W1T2	100.00 Units	$ 2,975.00	$ 2,975.00	$ 297,500.00

Total	$ 297,500.00

Terms & Conditions: https://www.richardsonapparatus.com/terms

March 4th, 2022

To Whom it May Concern:

We hereby confirm that, at this time, Richardson Apparatus, located at:

930 U.S. Hwy 290
Johnson City, TX 78636

is an Authorized Distributor to sell the complete line of INNOTEX® Turnout Gear in the State of Texas. They are also authorized to sell the complete INNOTEX® line of Gloves, Hoods and Tech Rescue Gear.

Should any questions arise, please feel free to contact us.

Sincerely,

Lou Lopez
V.P. of Sales
INNOTEX®

INNOTEX CORP – 2397 Harts Ferry Road
Ohatchee, Alabama 36271
TEL; 1-888-821-3121 – FAX; 819-826-5195
www.innotexprotection.com

City Council-Regular
Meeting Date: 10/17/2022
Initiated By: Rosario Cabello, Deputy City Manager
Staff Source: Guillermo Heard, Fire Chief; Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to amend and renew contract FY20-071 to Mendoza Maintenance Group, Laredo, TX for the cumulative amount of $50,220.00. This contract is for janitorial services for the Fire Department Administrative Center and includes the first two (2) year original term for an amount of $32,400.00 and this first one (1) year renewal extension of $17,820.00, which includes a 10% increase in price. The term of this contract renewal is for one (1) year with a possible one (1) year extension contingent upon mutual agreement and availability of appropriated funds. Funds are available in the General Fund - Fire Department.

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The Fire Department formally requested proposals for Janitorial Services through Cit-E-Bid for the Fire Administrative Center. The services include but are not limited to: dusting, mopping, waxing/buffing floors, cleaning and disinfecting restrooms, stalls, walls, windows/glass, sinks, floors, and offices. The 10% price increase due is to fuel price increases and inflation industry-wide. Price changes will be governed by an index made up of the composite posted prices in the Laredo area of those companies published in the daily publication of Oil Price Information Service. Awarded vendor complies with federal, state and local applicable laws, standards and regulations, such as the use of complaint/approved chemicals to perform such services. The Fire department received 2 submittals from Mendoza Maintenance Group, Laredo, TX and Laredo Maintenance Group, Laredo, TX. Both vendors were evaluated using the following criteria: Experience, Price, References, and An Evaluation Questionnaire Form. The highest ranking vendor was Mendoza Maintenance Group.

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

Staff recommends that this motion be approved

Fiscal Impact

Fiscal Year:	2023
Bugeted Y/N?:	Y
Source of Funds:	General Funds
Account #:	101-2410-523-20.10
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Funds available in the Fire Department general funds maintenance account number#101-2410-523-20.10. Contract is subject to appropriation of funds.

Attachments

FY20-071 Request for Proposal
FY20-071 Bid Tabulation
Evaluation
Renewal Letter

FY20-071

Janitorial Services for Fire Department

Issue Date: 6/22/2020
Questions Deadline: 7/1/2020 12:00 PM (CT)
Response Deadline: 7/14/2020 05:00 PM (CT)

City of Laredo Purchasing

Contact Information

Contact: Chief Julio Cuevas
Address: Fire Department
616 E. Del Mar
Laredo, TX 78045
Phone: (956) 718-6027
Email: jcuevas@ci.laredo.tx.us

Event Information

Number:	FY20-071
Title:	Janitorial Services for Fire Department
Type:	Request For Bid
Issue Date:	6/22/2020
Question Deadline:	7/1/2020 12:00 PM (CT)
Response Deadline:	7/14/2020 05:00 PM (CT)
Notes:	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. Bidders are strongly encouraged to submit their proposals electronically through use of Cit-E-Bid or in person - hand delivery. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered. **Due to current COVID-19 crisis* Respondents are strongly encouraged to submit their proposals electronically through the use of Cit-E-Bid. If for any reason you need to hand-deliver please find MANUAL BID DROP-OFF PROCEDURES in the attachment tab and find instructions on Bid Openings at https://www.cityoflaredo.com/ and clicking on VIEW LIVE OPENINGS. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.**

Ship To Information

Contact: Jose A. Valdez, Jr.
Address: City Secretary
City Hall
3rd floor
1110 Houston St
3rd floor
Laredo, TX 78043
Phone: (956) 791-7312

Billing Information

Contact: Jorge Jolly
Address: Accounts Payable
City Hall
2nd
PO Box 210
Laredo, TX 78042
Phone: (956) 791-7326
Email: jjolly@ci.laredo.tx.us

Bid Attachments

CIQ_Form.pdf Download
Conflict of Interest Form

Form_1295-_Certificate_of_Interested_Parties.pdf Download
Certificate of Interested Parties

Non-Collusive_Affidavit_Form.pdf Download
Non-Collusive Affidavit Form

FY20-071 Attachment A & B.pdf Download
Attachment A & B Job Specifications . Attachment B is Alternate Bid Form

FY20-071 Schedule D.pdf Download
Schedule D- Evaluation Form

FY20-071pdg-NTB.pdf Download

Notice to Bidders

Requested Attachments

Non-Collusive Affidavit Form

(Attachment required)

Form must be notarized and submitted as part of your bid.

Certificate of Intersted Parties (Form 1295)

This form must be electronically submitted to the Texas Ethics Commission Website by the vendor upon award of bid within 10 business days.

Schedule D Evaluation

(Attachment required)

This form must be submitted as part of your proposal to be considered complete.

Conflict of Interest Questionnaire Form

This form will only be submitted if you need to disclose any conflict of interest.

Proposal

(Attachment required)

Include your proposal as described in section 18.0

Bid Attributes

1	**Award by Best Value** Proposal will be awarded based on evaluated criteria and to the bidder who provides the best value to the City of Laredo and who's proposed price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code ☐ I agree *(Required: Check if applicable)*
2	**Terms and Conditions Request for Proposals** **TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS** These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail. A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents. **GENERAL CONDITIONS** Vendors are required to submit Proposals upon the following expressed conditions: (a) Vendors shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation. (b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor. (c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter

and/or applicable City Ordinances, State and Federal Statutes.

1. 0 PREPARATION OF PROPOSALS Proposals will be prepared in accordance with the following:
(a) All information required by the proposal form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern. (c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum. (d) Proposed delivery time must be shown and shall include business days. (e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

3.0 SUBMISSION OF HAND DELIVERED PROPOSALS (a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to the City of Laredo, City Secretary's Office, City Hall Third Floor, 1110 Houston Street. (b) Proposals forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.** (c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense. (d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity bids may be requested by the City. (e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.

4.0 REJECTION OF PROPOSALS The City may reject a proposal if: (a) Vendor misstates or conceals any material fact in the proposal. (b) Proposal does not strictly conform to the law or the requirements of the proposal. (c) Vendor is in arrears on existing contracts or taxes with the City of Laredo. (d) If proposals are conditional. Vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications. (e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes. (f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices. (g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary. (h) The City may waive any minor informalities or irregularities in any proposal.

5.0 WITHDRAWAL OF PROPOSALS Proposals may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE PROPOSALS OR MODIFICATIONS Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

7.0 CLARIFICATION AND PROTEST PROCEDURE (a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo If the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041 mpescador@ci.laredo.tx.us Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Reponses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved. (b) For solicitations for goods and non-professional services valued at more than $50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to

alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award. All protests regarding the bid solicitation process must be submitted in writing by certified mail to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador, 5512 Thomas Avenue, Laredo, Texas 78041 mpescador@ci.laredo.tx.us Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

8.0 VENDOR DISCOUNTS (a) Percentage discounts within a certain period of time will be accepted but cannot be used in RFP evaluations. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo. (b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT (a) ANNUAL SERVICE CONTRACT: The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT The contract will be awarded based on (best value criteria) as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code. If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not to be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be set forth in the purchase order and/or formal contract agreement when applicable. The City shall give written notice to the Vendor if any of the following conditions exist: (1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal; (2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or, (3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services. (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date. (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, P.O. Box 210, Laredo, Texas 78042. (d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

☐ I Agree to the Terms and Conditions

(Required: Check if applicable)

3	**Insurance Terms and Conditions**

INSURANCE REQUIREMENTS If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(h) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(i) Certificates of insurance are subject to review and approval from the City of Laredo Risk Manager.

(j) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(k) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

☐ I agree my insurance meets minumum requirements

(Required: Check if applicable)

4	**Disqualification & Debarment Certification**

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

☐ I certify to the terms and conditions

(Required: Check if applicable)

5	Contract Requirements

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

☐ I have read and understand this section

(Required: Check if applicable)

6	Questionnaire Description

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

7	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** *(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**

If vendor acknowledges there is no conflict of interest, there are no further actions for the vendor to take. If vendor acknowledges a possible conflict of interest, vendor must download and fill out CIQ Form and submit it as part of their bid.

☐ I attest there is no conflict of interest ☐ I acknowledge possible conflict of interest

(Required: Check only one)

17 **Disclosure Form**

For details on use of this form, see Section 4.01 of the City's Ethics Code.

18 **This is a**

☐ New Submission ☐ Correction ☐ Update to previous submission

(Required: Check only one)

19 **Question 1. Name of person submitting this disclosure form**

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

(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	The City of Laredo is now accepting sealed bids, to the Terms and Conditions of this Invitation for bids and other contract provisions, from qualified vendors for the furnishing of all staff and equipment necessary to provide janitorial services for the City of Laredo-Fire Department, 616 Del Mar Blvd, Laredo, TX 78045. 1.0 General Provisions: 1.1 APPLICABLE LAWS AN D STANDARDS: The vendor shall provide the specified service requirements in accordance with all federal, state and local applicable laws, standards and regulations necessary to perform the

services, including, but not limited to:

1.1.1 Code of Federal Regulations (CFR), Part 1910, Subpart G, Occupational Health and Environmental Control.

1.1.2 Code of Federal Regulations, Part 1910, Subpart I, Personal Protective Equipment.

1.1.3 CFR, Part 1910, Subpart P, Hand and Portable Powered Tools and Other Hand-Held Equipment.

1.1.4 CFR 1910.1200, Subpart Z, Toxic and Hazardous Substances.

1.1.5 EPA rules and regulations.

17.1.6 Green Seal GS-37 Green Seal Environmental Standard for Industrial and Institutional Cleaners.

1. I. 7 Texas Health & Safety Code Section 501.023 - General Labeling and Packaging Requirements.

2.0 Qualifications:

Be a company engaged in the business of providing janitorial services for a minimum of two years. Recent start-up businesses do not meet the requirements of this solicitation. A start-up business is defined as a new company that has no previous operational history or expertise in the relevant business and is not affiliated with a company that has that history or expertise.

2.1 List at least three (3) locations where your company has provided similar janitorial services (approx. 30,000 sq. ft.) within the last three years (excluding the of Laredo Fire), failure to list references may result in your company being disqualified. (See on Item Attributes to submit your information.

Include: Company, Address, Contract Person and Telephone

2.2 Have a minimum of one On-Site Supervisor and three Janitors on staff.

2.3 Be in good financial standing, current in payment of all taxes and fees such as state franchise fees.

3.0 Respondent Personnel Qualifications

The respondent shall provide the following respondent personnel:

3.1 ON-SITE SUPERVISOR: The On-Site Supervisor shall:

3. 1. 1 Have a minimum of two years' experience supervising janitorial services within the past three years.

3.1.2 JANITORS: Janitors shall have a minimum of six months' experience within the last two years performing janitorial services.

4.0 Vendor Requirements:

Adhere to the City of Laredo terms and conditions identified on the solicitation.

4.1 Provide a primary point of contact.

4.2 Have available a telephone number that is monitored 24 hours a day, seven days a week.

4.3 Be familiar with the service requirements in the specification and inform all personnel ofthe service requirements.

4.4 Maintain a copy of the Material Safety Data Sheets for all cleaning agents, disinfectants, floor stripping

products, wax and other chemicals used to perform the services in a three-ring binder, on- site. The Data Sheets binder shall be stored in the City of Laredo designated storage area and all personnel and the designated City of Laredo representative shall be notified ofwhere the Data Sheets binder is located.

4.5 Provide all equipment, cleaning agents, disinfectants, floor stripping products, wax and other chemicals required to perform the services. Use equipment and cleaning agents, disinfectants, floor stripping products, wax and other chemicals as recommended by the manufacturer to perform services. Store all equipment and other items in the City of Laredo designated storage area when not in use.

4.6 Be knowledgeable in the use of all equipment, cleaning agents, disinfectants, floor stripping products, wax and any other chemicals used to perform the service and ensure that all personnel assigned to perform services of the solicitation are knowledgeable in the use of these items.

5.0 Background Check:

Conduct statewide DPS criminal and sex offender background checks on all vendors' permanent and temporary personnel scheduled to work on City of Laredo projects prior to beginning service start-up. Upon award, supporting documentation confirming the completion of these comprehensive background checks may be subject to review upon request by City of Laredo or the City of Laredo designee or both, prior to beginning the service. Failure to produce the requested documentation may be cause for cancellation of the purchase order.

5.1 The background checks shall include, but not be limited to, the following:

5.1.1 Social Security Number verification.

5.1.2 Statewide criminal and sex offender records shall include, but not be limited to, all Texas counties and out-of-state counties based on the current and previous addresses ofthe applicant for the last seven years.

5.1.3 Personnel with Class A, B or C misdemeanor offenses or any felony conviction within the last ten years shall not be allowed to work at City of Laredo.

6.0 Requirements:

6.1 The On-Site Supervisor shall:

6.1.1 Be on-site at all times while services are being performed.

6.1.2 Perform janitorial services, as needed.

6.2 All respondent personnel shall:

6.2.1 Have the knowledge, skill and experience to operate the equipment required to perform the services.

6.2.2 Be able to lift a maximum of30 pounds.

6.2.3 Wear an identifying name badge with the company logo or a uniform with the personnel's name and company name or logo clearly marked on the uniform.

6.2.4 Not use City of Laredo telephones and equipment for personal use.

6.2.5 Not use profanity, be excessively loud, or use personal multi-media or communication devices (portable radios, cellular phones [unless the cellular phone is issued by the vendor], CD players or MP3 players) while performing services on City of Laredo property.7

7.0 Service Requirements:7

7.1 Begin services within 30 calendar days after the award of the purchase order or on the date agreed upon by

the designated City of Laredo representative and the vendor.

7.2 Perform all services at the service intervals identified on Attachment A - Service Requirements to accomplish the following results:

7.2.1 Dusting: A dusted surface shall be free of all dirt, dust, dust streaks, lint, cobwebs, and fingerprints.

7.2.2 2 Sweeping or Dust Mopping: A swept or dust mopped floor shall be free ofall loose dirt, grit, lint and debris, including along walls, in corners and behind doors.

7.2.3 Wet Mopping: A wet mopped floor shall be free ofall embedded dirt, dust, grit, marks and debris, including along walls, in corners and behind doors.

7.2.4 Glass Cleaning: Cleaned glass or mirror surfaces shall be free of streaks, film, deposits, debris, stains and fingerprints and shall have a uniformly bright appearance without streaks. Glass in windows, doors and walls shall be cleaned on both sides.

7.2.5 Floor Waxing and Buffing: A waxed or buffed floor shall be free of dirt, dust, grit, marks, streaks, debris and built-up wax without leaving any standing water. Floors shall have a uniformly bright, lustrous appearance, including along walls, in corners and behind doors.

7.2.6 Sinks: A cleaned and disinfected sink, including all hardware and adjacent counters, shall be free of all deposits, stains, streaks, film, debris, fmgerprints and germs and shall be dry polished to a uniformly bright appearance.

7.2.7 Water Fountains: A cleaned and disinfected water fountain including fixtures and all

hardware shall be free of all deposits, stains, streaks, film, debris, fingerprints and germs and shall be dry polished to a uniformly bright appearance.

7.2.8 Plumbing Fixtures: Cleaned and disinfected surfaces shall be free of all deposits, stains, streaks, film, odor, debris, fingerprints and germs.

7.2.9 Restroom Toilets, Stalls, Walls aud Floor: Cleaned and disinfected surfaces shall be free of all deposits, stains, streaks, fihn, odor, debris, fingerprints and germs.

7.2.10 Wastebaskets: Cleaned wastebaskets shall be emptied of all refuse with a clean liner inserted and on an as-needed basis, washed and disinfected.

7.3 Make arrangements with the designated Fire Department representative, Chief Christopher Perez, and perform scheduled services the day before or after City of Laredo holidays that fall on a day services are to be performed.

7.4 Perform services in areas occupied by Fire Department personnel working after 9:00 a.m. without disturbing Fire Department personnel, unless Fire Department personnel requests the vendor's personnel return at a later time. Vendor's personnel shall return to previously occupied areas where services could not be performed and perform the services prior to leaving the building.

7.5 Have the Janitor(s) report any facility damage observed while performing services to the vendor's On-Site Supervisor. The vendor's On-Site Supervisor shall report facility damage to the designated fire department representative, in writing, within 24 hours after receiving a report from the Janitor(s).

NOTE: Any damage to City of Laredo property caused by the vendor's personnel shall be repaired or replaced by the vendor at no additional cost to City of Laredo.

7.6 Meet with the designated Fire Department representative upon request, as needed.

7.7 Keep the Fire Department designated storage area clean and in an orderly condition at all times. All chemicals and storage containers shall be properly labeled, sealed and stored.

7.8 Be responsible for all keys and Fire Department security access cards provided for the performance of the service and report lost, stolen or misplaced keys or Fire Department of Laredo security access cards immediately to the designated Chief Christopher Perez representative. The vendor shall be responsible for reimbursing Fire Department for the cost to replace stolen, misplaced or lost keys or Fire Department security access cards or to have locks re-keyed or replaced. Upon receiving a written request from the vendor, Fire Department will provide a copy of the receipt showing the cost for replacing keys or rekeying or replacing locks.

7.9 Innnediately notify the designated Fire Department representative by telephone and follow up within 8 business hours with a written response as to the circumstances concerning janitorial personnel removed from performing services at the Fire Department location.

7.10 Notify the designated Fire Department representative within 24 hours ofany replacement or new Personnel being assigned to provide services at a Fire Department location.

8.0 Additional Routine and Emergency Services:

Provide additional routine and emergency services on a temporary basis, if listed as a line item on the IFB. These are services requested by the designated fire department representative, for service intervals in addition to the service intervals specified on Attachment A - Service Requirements or for emergency services that may or may not be specified on Attachment A- Service Requirements. Additional routine and emergency services shall cover only services requested by the designated representative by telephone and followed up in writing. City of Laredo Fire Department reserves the right to obtain services under a separate purchase order should it best serve the interest of City of Laredo Fire Department. Services provided under this item shall not exceed $5,000 per job. Services with an estimated cost over $5,000 per job shall not be performed under the purchase order.

8.1 Additional Routine Services:

8.1.1 Verbally respond to calls for additional routine services from City of Laredo-Fire Department, received by 4:00p.m., within two-hours after service call is received. Calls for additional routine services received after 4:00 p.m. Monday through Thursday shall be verbally responded to by 9:00

a.m. the following work day. Calls for additional routine services received after 4:00 p.m. on Friday shall be verbally responded to by 9:00 a.m. on the following Monday.

8.1.2 Submit a written cost estimate to the designated City ofLaredo-Fire Department representative to be approved or disapproved in writing prior to services being performed.

8.1.3 Perform additional routine services on the date and at the time requested by the designated City of Laredo-Fire Department representative.

8.2 Emergency Services:

8.2.1 Verbally respond to requests for emergency services within one hour from the time the call is placed, regardless of the time or day the call is placed, unless specified otherwise by the designated City of Laredo-Fire Department representative.

8.2.2 Provide a verbal cost estimate to the designated City of Laredo-Fire Department representative for approval and follow up within two hours in writing, when possible or as requested by the designated City of Laredo-Fire Department representative.

9.0 Unsatisfactory Performance:

9.1 Unsatisfactory performance may result in a negative vendor performance report, cancellation of the purchase order or both. City of Laredo may consider any of the following performance by the vendor as unsatisfactory

performance. An unsatisfactory performance determination includes, but is not limited to:

9.1.1 One instance of falsifying documents (Attachment A- Janitorial Services Checklist).

9.1.2 In excess of three instances in a 12-month period of failing to perform requested or required services as listed on Attachment A - Service Requirements.

9.1.3 One instance within a 12-month period of vendor's personnel not having the knowledge and skill to operate the equipment required to perform the service.

9.1.4 One instance within a 12-month period ofvendor's personnel not having the equipment required to perform the service.

10.0 Building Restrictions:

10.1 Parking: The vendor shall make arrangements with the designated City of Laredo-Fire Department representative prior to off-loading tools and equipment at the job site. The vendor shall park only in spaces assigned by the designated City of Laredo-Fire Department representative.

10.2 Restrooms: Restrooms shall not be used for washing of tools, equipment or disposing of cleaning agents or disinfectants.

10.3 Security: The vendor shall provide an updated list of all vendor personnel of subcontractors at each job site and comply with all security measures required by City of Laredo. The vendor shall submit an updated list immediately when janitorial personnel are removed from a City of Laredo location for any reason and prior to any replacement or new janitorial personnel being allowed access to a City of Laredo location.

10.4 Access: The vendor shall make prior arrangements with the Fire Department Chief Christopher Perez for access to the building for performance of the service.

11.0 Personnel Continuity and Replacement:

11.1 City of Laredo recognizes that events beyond the control of the vendor such as the death, physical or mental incapacity, long-term illness, or the voluntary termination of employment ofthe vendors On-Site Supervisor will require the vendor propose a replacement. In the event such a replacement is necessary, vendor agrees that personnel shall not begin work on the project without prior written approval from City of Laredo-Fire Dept.

11.2 The vendor agrees that the On-Site Supervisor assigned to the project shall remain available for the entirety of the project throughout the term of the purchase order as long as that individual is employed by the vendor.

11.3 If City of Laredo determines that any respondent personnel is unable to perform in accordance with the service requirements or to communicate effectively, the vendor shall immediately remove that person.

11.4 Proposed replacement personnel shall meet minimum qualifications and have experience comparable to the person(s) being replaced. A background check shall be performed on all replacement personnel prior to being allowed on City of Laredo property. Replacement personnel shall be provided at no additional cost to City of Laredo. Brief profiles and reference will be requested for the proposed replacement(s). City of Laredo may reject any replacement if references or past working performance is questionable or unfavorable. City of Laredo will be the sole judge of the qualifications of the proposed replacement personnel.

12.0 Vendor Personnel Safety:

The vendor shall provide all required safety equipment and instruct personnel to observe all safety policies, rules and requirements at all times, including, but not limited to, wearing safety shoes, goggles, and back supports.

13.0 Work Hours:

Perform services specified as daily, weekly, monthly and quarterly between the hours of 8:00 a.m to 5:00 p.m., Tuesday and Thursday except on federal and state holidays. Services performed at any other time shall be approved in writing by the designated City of Laredo-Fire Department representative.

14.0 Subcontracting:

14.1Subcontractors providing service under the purchase order shall meet the same service requirements and provide the same quality of service required of the vendor.

14.2 No subcontract under the purchase order shall relieve the primary vendor of responsibility for the services.

14.3The vendor shall be the primary contact for City of Laredo and subcontractor(s).

14.4 The vendor shall manage all quality and performance, project management, and schedules for subcontractors. The vendor shall be held solely responsible and accountable for the completion of all work for which the vendor has subcontracted.

14.5 City of Laredo retains the right to check subcontractor's background and make a determination to approve or reject the use of submitted subcontractor(s). Any negative responses may result in disqualification of the subcontractor.

14.6 City of Laredo reserves the right to request the removal of vendor's subcontractor staffdeemed unsatisfactory by City of Laredo.

14.7 Subcontracting shall be at the vendor's expense.

14.8 During the term of the purchase order, if the vendor determines a need for a subcontractor change, City of Laredo shall be notified in writing by the vendor within 30 days of any proposed change. The vendor shall be required to provide references and work history for any proposed subcontractor to City of Laredo. No change will be allowed without written authorization by City ofLaredo.

15.0 Invoicing Instructions:

The vendor shall provide a comprehensive and detailed invoice with reference to the basis for each item charged. Original documentation that validates the charges shall be attached. The original invoice shall be sent to the address shown on the purchase to ensure timely payment and shall include the following:

15.1 Dates service was performed.

15.2 Location of service

15.3 Vendor personnel's name that performed services, including the vendor's On-Site Supervisor, with a total number of hours worked for each individual.

15.4 An invoice requiring correction shall be re-submitted with a new invoice date.

16.0 Contract Administration:

Administration of the purchase order is a joint responsibility of the City of Laredo Contract Administrator and City of Laredo Purchasing. Staff will be responsible for administering the contractual business relationship with the vendor.

16.1 Any proposed changes to work to be performed, whether initiated by City of Laredo or the vendor, must receive formal written approval in the form of a purchase order change notice signed by the authorized City of Laredo purchasing agent.

16.2 Upon issuance of purchase order, City of Laredo will designate an individual who will serve as the Contract Manager and point of contact between the agency and the vendor. The Contract Manager does not have any express or implied authority to vary the terms of the purchase order, amend the purchase order in any way or waive strict performance of the terms or conditions of the purchase order. This individual's contract management and contract administration responsibilities include, but are not limited to:

16.2.1 Monitoring the vendor's progress and performance and ensuring services conform to established specification requirements.

16.2.2 Meeting with the vendor as needed to review progress, discuss problems and consider necessary action.

17.0 AWAR D OF CONTRACT:

Proposal will be awarded based on evaluated criteria and to the bidder who provides the best value to the City of Laredo and who's proposed price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code

18.0 PROPOSAL SUBMITTAL. Proposals shall include the following information: overview of company and criteria. Sections shall be separated by criteria for ease of reference.
18.1 OVERVIEW OF COMPANY

General Information; Company Profile Respondent shall provide a brief profile of their company, which should include their company's legal name; Federal ID number; history; business structure; designation of the legal entity by which business operates (sole proprietor, partnership, corporate, LLC, etc.); type of ownership (small business, small disadvantaged business or W/MBE business); length of company's existence; locations of their parent company, branch or subsidiary; total number of personnel including main contact person information; and company's field of expertise. Describe any significant strategic changes your company has undertaken in recent years, such as businesses acquired or divested, reorganizations or major initiatives undertaken that would benefit our relationship. Also now with the Covid-19 what steps are you taking to provide a safety environment for your customers and employees.

18.2 RFP EVALUATION CRITERIA.

Proposals submitted will be evaluated using the following method:

Evaluation Criteria:

Experience 25 points

Price 25 points

References 25 points

Schedule D 25 points. Vendor must submit this evaluation.

18.3 WRITTEN RESPONSE FORMAT AND SELECTION CRITERIA Response documents should provide a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness, clarity of content, and conveyance of the information requested by the City. The requirements stated do not preclude Offerors herein from furnishing additional information as deemed appropriate. The OWNER reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

18.4 The City of Laredo has the right to invite vendor(s) for interviews and/or to make a presentation at a public

meeting before the evaluation committee.

19.0 ANNUAL SUPPLY CONTRACT: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities ae 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.

20.0 TERM OF CONTRACT

The term of this contract shall be for a two (2) year period with an option for two (2) additional one (1) year periods upon mutual consent by the City of Laredo and the contract vendor.

20.1 The contract vendor shall provide certificates of insurance meeting all the requirements listed on Attribute Tab Insurance Requirements prior to commencing any work at this location.

20.2The City of Laredo reserves the right to secure additional services at bid pricing as required by the City.

Supplier Notes: _____

☐ Additional notes *(Attach separate sheet)*

Item Attributes

1. 2.1 Information Request

List at least three (3) locations where your company has provided similar janitorial services (approx. 30,000 sq. ft.) within the last three years (excluding the of Laredo Fire), failure to list references may result in your company being disqualified.
Include: Company, Address, Contract Person and Telephone.

(Required: Maximum 4000 characters allowed)

2 As per Attachment A- Job Duty Specifications located on Attachment Tab
(Response required)

Quantity: 4 UOM: 1 Day Per Week Price: $ Total: $

Item Notes: Vendor shall include labor, materials, supervision and all requirements as per this RFP

☐ Additional notes *(Attach separate sheet)*

Supplier Notes: _____

3 As per Attachment A- Job Duty Specifications located on Attachment Tab
(Response required)

Quantity: 4 UOM: 2 Days Per Week Price: $ Total: $

Item Notes:
Vendor shall include labor, materials, supervision and all requirements as per this RFP

☐ Additional notes *(Attach separate sheet)*

Supplier Notes: _____

4 As per Attachment A- Job Duty Specifications located on Attachment Tab
(Response required)

Quantity: 4 UOM: 3 Days Per Week Price: $ Total: $

Item Notes:
Vendor shall include labor, materials, supervision and all requirements as per this RFP

☐ Additional notes *(Attach separate sheet)*

Supplier Notes: _____

5 As per Attachment B (Alternate Bid)- Job Duty Specifications located on Attachment Tab
(Response required)

Quantity: 4 UOM: 1 Day Per Week Price: $ Total: $

Item Notes:
Vendor shall include labor, materials, supervision and all requirements as per this RFP

☐ Additional notes *(Attach separate sheet)*

Supplier Notes: _____

6 As per Attachment B (Alternate Bid)-Job Duty Specifications located on Attachment Tab
(Response required)

Quantity: 4 UOM: 2 Days Per Week Price: $ Total: $

Item Notes:
Vendor shall include labor, materials, supervision and all requirements as per this RFP

☐ Additional notes *(Attach separate sheet)*

Supplier Notes: _____

7 As per Attachment B (Alternate Bid)- Job Duty Specifications located on Attachment Tab
(Response required)

Quantity: 4 UOM: 3 Days Per Week Price: $ Total: $

Item Notes:
Vendor shall include labor, materials, supervision and all requirements as per this RFP

☐ Additional notes *(Attach separate sheet)*

Supplier Notes: _____

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Print Name

Signature

Event Number	FY20-071	**Organization**	City of Laredo Purchasing
Event Title	Janitorial Services for Fire Department	**Workgroup**	City of Laredo Purchasing
Event Description	The City of Laredo has established a local ve Bidders are strongly encouraged to submit Due to current COVID-19 crisis* Responden	**Event Owner**	Brenda Martinez
Event Type	RFB	**Email**	bmartinez2@ci.laredo.tx.us
Issue Date	6/22/2020 04:26:47 PM (CT)	**Phone**	(956) 794-1737
Close Date	7/14/2020 05:00:00 PM (CT)	**Fax**	(956) 790-1805

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Mendoza Maintenance Group	Laredo	TX	7/14/2020 02:15:00 PM (CT)	7	$5,420.00
Laredo Maintenance Group, Inc	LAREDO	TX	7/7/2020 06:21:23 PM (CT)	7	$8,760.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

1	**The City of Laredo is now accepting sealed bids, to the Terms and Conditions of this Invitation for bids and other contract provisions, from qualified ve**

2	**As per Attachment A- Job Duty Specifications located on Attachment Tab**

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Mendoza Maintenance Group	4	1 Day Per Week		$80.00	$320.00	
Laredo Maintenance Group, Inc	4	1 Day Per Week		$170.00	$680.00	THIS QUOTE IS FOR 4 DAYS PER MONTH

3	**As per Attachment A- Job Duty Specifications located on Attachment Tab**

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Mendoza Maintenance Group	4	2 Days Per Week		$160.00	$640.00	
Laredo Maintenance Group, Inc	4	2 Days Per Week		$340.00	$1,360.00	THIS QUOTE IS FOR 8 DAYS PER MONTH

4	**As per Attachment A- Job Duty Specifications located on Attachment Tab**

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Mendoza Maintenance Group	4	3 Days Per Week		$240.00	$960.00	
Laredo Maintenance Group, Inc	4	3 Days Per Week		$510.00	$2,040.00	THIS QUOTE IS FOR 12 DAYS PER MONTH

5	**As per Attachment B (Alternate Bid)- Job Duty Specifications located on Attachment Tab**

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Mendoza Maintenance Group	4	1 Day Per Week		$125.00	$500.00	
Laredo Maintenance Group, Inc	4	1 Day Per Week		$195.00	$780.00	THIS QUOTE INCLUDES SUPPLIES

6	**As per Attachment B (Alternate Bid)-Job Duty Specifications located on Attachment Tab**

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Mendoza Maintenance Group	4	2 Days Per Week		$300.00	$1,200.00	
Laredo Maintenance Group, Inc	4	2 Days Per Week		$390.00	$1,560.00	THIS QUOTE WILL INCLUDE SUPPLIES

7	**As per Attachment B (Alternate Bid)- Job Duty Specifications located on Attachment Tab**

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Mendoza Maintenance Group	4	3 Days Per Week		$450.00	$1,800.00	
Laredo Maintenance Group, Inc	4	3 Days Per Week		$585.00	$2,340.00	THIS QUOTE WILL INCLUDE SUPPLIES

1	ndors for the furnishing of all staff	2.1 Information Request

2	

Manufacturer Manufacturer #

3	

Manufacturer Manufacturer #

4	

Manufacturer Manufacturer #

5	

Manufacturer Manufacturer #

6	

Manufacturer Manufacturer #

7	

Manufacturer Manufacturer #

Line #	Att #	Attribute Name	Attribute Note	Mendoza Maintena	Laredo Maintenance Group, Inc
Header	1	Award by Best Value	Proposal will be awarded	I agree	I agree

Line #	Att #	Attribute Name	Attribute Note	Mendoza Maintena	Laredo Maintenance Group, Inc
			TERMS AND CONDITIONS A response to any Reques GENERAL CONDITIONS V 1. 0 PREPARATION OF PR (a)All information require 2.0 DESCRIPTION OF SPE 3.0 SUBMISSION OF HAN 4.0 REJECTION OF PROPC 5.0 WITHDRAWAL OF PR 6.0 LATE PROPOSALS OR 7.0 CLARIFICATION AND 8.0VENDOR DISCOUNTS 9.0 INTENT OF CONTRAC 10.0 AWARD OF CONTRA 11.0PAYMENT INVOICIN A response to any Reques GENERAL CONDITIONS V 1. 0 PREPARATION OF PR (a)All information require 2.0 DESCRIPTION OF SPE 3.0 SUBMISSION OF HAN 4.0 REJECTION OF PROPC 5.0 WITHDRAWAL OF PR 6.0 LATE PROPOSALS OR 7.0 CLARIFICATION AND 8.0VENDOR DISCOUNTS 9.0 INTENT OF CONTRAC 10.0 AWARD OF CONTRA 11.0PAYMENT INVOICIN		
Header	2		A response to any Reques GENERAL CONDITIONS V 1. 0 PREPARATION OF PR (a)All information require 2.0 DESCRIPTION OF SPE 3.0 SUBMISSION OF HAN 4.0 REJECTION OF PROPC 5.0 WITHDRAWAL OF PR 6.0 LATE PROPOSALS OR 7.0 CLARIFICATION AND 8.0VENDOR DISCOUNTS 9.0 INTENT OF CONTRAC 10.0 AWARD OF CONTRA 11.0PAYMENT INVOICIN A response to any Reques GENERAL CONDITIONS V 1. 0 PREPARATION OF PR (a)All information require 2.0 DESCRIPTION OF SPE 3.0 SUBMISSION OF HAN 4.0 REJECTION OF PROPC 5.0 WITHDRAWAL OF PR 6.0 LATE PROPOSALS OR 7.0 CLARIFICATION AND 8.0VENDOR DISCOUNTS		

Line #	Att #	Attribute Name	Attribute Note	Mendoza Maintena	Laredo Maintenance Group, Inc
Header	3		INSURANCE REQUIREMEI (a)Commercial General Li (b)Workers Compensatio (c)Commercial Automobi (d)Any Subcontractor(s) h (e)A Comprehensive Gen (f)With reference to the f 1.The City of Laredo shall 2.All liability policies shal 3.A waiver of subrogatior 4.All insurance policies sh 5.All insurance policies sh 6.All insurance policies, w 7.Required limits may be 8.Contractor may mainta 9.Insurance must be purc (g)All insurance must be 1.Sets forth all endorsem 2.Shall specifically set for (h)Upon request, Contrac (i)Certificates of insuranc (j)Specialty certificates ar (k) Awarded vendor is rec (a)Commercial General Li (b)Workers Compensatio (c)Commercial Automobi (d)Any Subcontractor(s) h (e)A Comprehensive Gen (f)With reference to the f 1.The City of Laredo shall 2.All liability policies shal 3.A waiver of subrogatior 4.All insurance policies sh 5.All insurance policies sh 6.All insurance policies, w 7.Required limits may be 8.Contractor may mainta 9.Insurance must be purc (g)All insurance must be 1.Sets forth all endorsem 2.Shall specifically set for (h)Upon request, Contrac (i)Certificates of insuranc		

Line #	Att #	Attribute Name	Attribute Note	Mendoza Maintena	Laredo Maintenance Group, Inc
			DISQUALIFICATION DEBA		
			By executing this agreem		
			The signatory executing t		
Header	4		By executing this agreem		
			The signatory executing t		
			By executing this agreem		
		Disqualification & Debarm	The signatory executing t	I certify to the term	I certify to the terms and conditions
Header	5		1.CODE OF ETHICS ORDIN 1.2PROHIBITED CONTAC 1.3NON-COLLUSIVE AFFI 1.4CONTRACT DISCLOSU 1.5CONFLICT OF INTERES 1.6TEXAS ETHICS COMM 1.2PROHIBITED CONTAC 1.3NON-COLLUSIVE AFFI 1.4CONTRACT DISCLOSU 1.5CONFLICT OF INTERES 1.6TEXAS ETHICS COMM 1.2PROHIBITED CONTAC 1.3NON-COLLUSIVE AFFI 1.4CONTRACT DISCLOSU 1.5CONFLICT OF INTERES		
		Contract Requirements	1.6TEXAS ETHICS COMM	I have read and unc	I have read and understand this section
Header	6	Questionnaire Descriptior	"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partn		
Header	7	Name of Offeror (Business) and Name & Phone Nur		Mendoza Maintena	LAREDO MAINTENANCE GROUP, INC. RICARDO RAMIREZ (956) 874-8217
Header	8	State how long under has the business been in its p		21 years	18 YEARS
Header	9	If applicable, list all other names under which the B		n/a	SAME
Header	10	State if the Company is a	The below information is requested for statistical and tracking purposes only and will not influence the amount of expendit		
Header	11	Questions Part 1	1) Is any litigation pendin	1.no, 2. no, 3.no, 4.	NONE
Header	12	Questions Part 2	1) Is the Business in arrea	1.no, 2.no, 3.no	NONE
Header	13	State if the Company is a certified minority busines		Historically Underu	This company is not a certified minority business
Header	14	Conflict of Interest Disclo	A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be requir		
Header	15	Conflict of Interest Questi	For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the		

Line #	Att #	Attribute Name	Attribute Note	Mendoza Maintena	Laredo Maintenance Group, Inc
Header	16	Conflict of Interest Questi	If vendor acknowledges t	I attest there is no c	I attest there is no conflict of interest
Header	17	Disclosure Form	For details on use of this form, see Section 4.01 of the City's Ethics Code.		
Header	18	This is a		Update to previous	New Submission
Header	19	Question 1. Name of pers	Please include First Name	B I. Mendoza	RICARDO I. RAMIREZ
Header	20	Question 2. Contract Info	Please include the followi	Javier Mendoza; Jar	JANITORIAL SERVICES FOR LAREDO FIRE DEPARTMENT (FY20-071)
Header	21	Question 3. Name of individual(s) or entity(ies) seel		Mendoza Maintena	LAREDO MAINTENANCE GROUP, INC
Header	22	Question 4. List any business entity(ies) that is a pa		Not Applicable	Not Applicable
Header	23	Question 4. List any busin	If you selected Not Applic	n/a	NONE
Header	24	Question 5. List any individuals or entities that will l		Not Applicable	Not Applicable
Header	25	Question 5. List any indivi	If you selected Not Applic	n/a	NONE
Header	26	Question 6. List any attorneys, lobbyists, or consult		Not Applicable	Not Applicable
Header	27	Question 6. List any attor	If selected Not Applicable	n/a	NONE
Header	28	Question 7. Disclosure of	List any campaign or offic	Not Applicable	Not Applicable
Header	29	Question 7. Disclosure of	If you selected Not Applicable on question 7,		NONE
Header	30	Updates on contributions	Information regarding contributions must be updated by submission of a revised form from the date of the submission of th		
Header	31	Question 8. Disclosure of	Are you aware of any fact	I am not aware of a	I am not aware of any conflict of interest
Header	32	8. Disclosure of Conflict o	If you selected I am awar	n/a	NONE
Header	33	Question 9. Updates Req	I understand that this for	I have read and unc	I have read and understand this section
Header	34	Question 10. No Contract	I understand that a perso	I have read and unc	I have read and understand this section
Header	35	Question 11. Conflict of Ir	Chapter 176 of the Local (	I have acknowledge	I have acknowledge that I have been advised
Header	36	Question 11. Oath	Please complete in this se	Mendoza Maintena	RICARDO RAMIREZ OWNER LAREDO MAINTENANCE GROUP, INC. JULY 06, 2
Header	37	Question 12. Oath	I swear or affirm that the	I swear or affirm in	I swear or affirm information is correct
					US SOCIAL SECURITY ADMINISTRATION OFFICES 215 CALLE DEL NORTE LARED
1	1		List at least three (3) locat		INNJOY HOSPITALITY, LLC 402 MAIN STREET HOUSTON, TX. 77002 NITIN KAS
		2.1 Information Request	Include: Company, Addre	Please see attachm	ABF FREIGHT ARCBEST COMPANY 11802 MINES ROAD LAREDO, TX. 78045 OR

Line #	Att #
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Line #	Att #

Header 2

Line #	Att #
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Header	4	
Header	5	
Header	6	ership 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 co
Header	7	
Header	8	
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Header	10	ure the City will make with any given company.
Header	11	
Header	12	
Header	13	
Header	14	ed to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in C
Header	15	law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by

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Header	30	is form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calenda
Header	31	
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Header	36	020
Header	37	
1	1	O,TX. 78041 MONICA LITLE (505) 328-6690, AN (713) 932-8453 LANDO COSTILLA (956) 334-8069 .

Line #	Att #
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Line #	Att #

Header 2

Line #	Att #
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Line #	Att #	
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Header	6	nditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this t
Header	7	
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Header	13	
Header	14	Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who con
Header	15	a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requ

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ar days after the contract has been awarded.

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Header 2

Line #	Att #
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Header	6	type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications a
Header	7	
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Header	14	tract, 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 Stre
Header	15	uirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental enti

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Header	6	nd all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Busines
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Header	14	eet, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo o
Header	15	ty not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Sectio

Line #	Att #
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Header	6	s Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
Header	7	
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Header	13	
Header	14	fficers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts
Header	15	n 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Co

Line #	Att #
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s in an amount of $250.00 or more to the listed City of Laredo officer (s) or cert
ode. An offense under this section is a Class C misdemeanor.

Line #	Att #
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Header	33
Header	34
Header	35
Header	36
Header	37
1	1

Responding Supplier	Signature Full Name	Signature Email	Supplier Notes
Mendoza Maintenance Group	Zulema Ortiz for Javier M	bjaviermendoza@hotmail.com	
Laredo Maintenance Group, Inc	RICARDO RAMIREZ	laredomaintenancegroup@gmail.com	

Event Overview

Organization	City of Laredo Purchasing
Workgroup	City of Laredo Purchasing
Event Type	Request For Bid
Event Number	FY20-071
Event Title	Janitorial Services for Fire Department
Event Description	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. Bidders are strongly encouraged to submit their proposals electronically through use of Cit-E-Bid or in person - hand delivery. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered. Due to current COVID-19 crisis* Respondents are strongly encouraged to submit their proposals electronically through the use of Cit-E-Bid. If for any reason you need to hand-deliver please find MANUAL BID DROP-OFF PROCEDURES in the attachment tab and find instructions on Bid Openings at https://www.cityoflaredo.com/ and clicking on VIEW LIVE OPENINGS. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.
Round Title	Scoring Round
Issue Date	6/22/2020
Close Date	7/14/2020
Event Contact	Chief Julio Cuevas
Contact Phone	(956) 718-6027
Contact Fax	
Contact Email	jcuevas@ci.laredo.tx.us

Supplier Scoring Summary

FY20-071 - Janitorial Services for Fire Department - Scoring Round

Supplier	Rank	Score	Janitorial Services Evalu	Experience	Price	References	Schedule D
		100		25	25	25	25
Mendoza Maintenance Group	1	89.00		###	###	###	###
Laredo Maintenance Group, Inc	2	75.75		###	###	###	###
		82.38		###	###	###	###

Evaluators

Evaluator	Bio
Evaluator 1	
Evaluator 2	
Evaluator 3	
Evaluator 4	

Evaluation Criteria -

Janitorial Services Evalua
Experience
Description
Instructions
Buyer Entered?
Note Required?
Allowed Decimals:
Criteria Type
Max Score
Price
Description
Instructions
Buyer Entered?
Note Required?
Allowed Decimals:
Criteria Type
Max Score
References
Description
Instructions
Buyer Entered?
Note Required?
Allowed Decimals:
Criteria Type
Max Score
Schedule D
Description
Instructions
Buyer Entered?
Note Required?
Allowed Decimals:
Criteria Type
Max Score

Scoring Round

tion
Score up to 25 points No Optional 0 Entered Value 25
Score up to 25 points No Optional 0 Entered Value 25
Score up to 25 points No Optional 0 Entered Value 25
Score up to 25 points No Optional 0 Entered Value 25

Laredo Maintenance Group, Inc

Rank	2

Score

Evaluator	Total Score	Janitorial Services Evalu	Experience	Price	References	Schedule D
	100		25	25	25	25
Evaluator 1	70.00		20	15	20	15
Evaluator 2	78.00		25	13	20	20
Evaluator 3	80.00		20	10	25	25
Evaluator 4	75.00		20	10	20	25
	75.75		###	###	###	###

Contact	Ricardo Ramirez
Address	7305 SAN DARIO AVE STE 305
City, State Zip	LAREDO, TX 78045
Email	laredomainenancegroup@gmail.com
Phone	(956) 874-8217

75.75

Mendoza Maintenance Group

Rank	1

Score

Evaluator	Total Score	Janitorial Services Evalu	Experience	Price	References	Schedule D
	100		25	25	25	25
Evaluator 1	85.00		22	20	20	23
Evaluator 2	91.00		25	23	20	23
Evaluator 3	95.00		25	25	20	25
Evaluator 4	85.00		25	20	15	25
	89.00		###	###	###	###

Address	5303 Springfiled
City, State Zip	Laredo, TX 78041
Phone	(956) 725-0114

89,00

Evaluator Notes

Evaluator	Supplier	Criteria Group
Evaluator 1	Laredo Maintenance Group, Inc	Janitorial Services Evaluation
Evaluator 1	Mendoza Maintenance Group	Janitorial Services Evaluation
Evaluator 1	Laredo Maintenance Group, Inc	Janitorial Services Evaluation
Evaluator 1	Mendoza Maintenance Group	Janitorial Services Evaluation
Evaluator 1	Laredo Maintenance Group, Inc	Janitorial Services Evaluation
Evaluator 1	Mendoza Maintenance Group	Janitorial Services Evaluation
Evaluator 1	Laredo Maintenance Group, Inc	Janitorial Services Evaluation
Evaluator 1	Mendoza Maintenance Group	Janitorial Services Evaluation
Evaluator 2	Laredo Maintenance Group, Inc	Janitorial Services Evaluation
Evaluator 2	Mendoza Maintenance Group	Janitorial Services Evaluation
Evaluator 2	Laredo Maintenance Group, Inc	Janitorial Services Evaluation
Evaluator 2	Mendoza Maintenance Group	Janitorial Services Evaluation
Evaluator 2	Laredo Maintenance Group, Inc	Janitorial Services Evaluation
Evaluator 2	Mendoza Maintenance Group	Janitorial Services Evaluation
Evaluator 2	Laredo Maintenance Group, Inc	Janitorial Services Evaluation
Evaluator 2	Mendoza Maintenance Group	Janitorial Services Evaluation
Evaluator 3	Mendoza Maintenance Group	Janitorial Services Evaluation
Evaluator 3	Laredo Maintenance Group, Inc	Janitorial Services Evaluation
Evaluator 3	Mendoza Maintenance Group	Janitorial Services Evaluation
Evaluator 3	Laredo Maintenance Group, Inc	Janitorial Services Evaluation
Evaluator 3	Mendoza Maintenance Group	Janitorial Services Evaluation
Evaluator 4	Laredo Maintenance Group, Inc	Janitorial Services Evaluation
Evaluator 4	Mendoza Maintenance Group	Janitorial Services Evaluation
Evaluator 4	Laredo Maintenance Group, Inc	Janitorial Services Evaluation
Evaluator 4	Mendoza Maintenance Group	Janitorial Services Evaluation
Evaluator 4	Laredo Maintenance Group, Inc	Janitorial Services Evaluation
Evaluator 4	Mendoza Maintenance Group	Janitorial Services Evaluation
Evaluator 4	Laredo Maintenance Group, Inc	Janitorial Services Evaluation
Evaluator 4	Mendoza Maintenance Group	Janitorial Services Evaluation

Criteria	Note
Experience	We do not have a working relationship with Laredo Maintenance Group
Experience	Experience score is based on current service provided by the bidding company
Price	We noticed that price is higher than the other company making proposal.
Price	Price is higher than what we are currently paying per month.
References	We looked at references submitted with bid.
References	References score based on current experience with bidding company.
Schedule D	Score is based on proposal bid.
Schedule D	the bidding company has provided good service in the past.
Experience	Good Company
Experience	They have been our janitorial company for administration building for some years already.
Price	Price too high
Price	The price is competitive only because we are getting service with supplies.
References	Has provided some references.
References	Company did advise of references during a meeting.
Schedule D	Provided everything on schedule d.
Schedule D	As per provided schedule d, everything is in order.
Experience	Past Experience with company
Price	High QUOTE
Price	Lowest Bid
References	Good References
References	past experience with company
Experience	based on years of experience noted on bid
Experience	Prior experience working with company
Price	Prices were substantially higher compared to other bid
Price	Prices offered are substantially lower than other bids
References	based on references provided on bid
References	no references listed on bid, have prior work references through past experience
Schedule D	based on information provided by proposing contractor
Schedule D	based information provided by proposing contractor

All Scores

Evaluator	Supplier	Criteria Group
Evaluator 1	Laredo Maintenance Group, Inc	Janitorial Services Evaluation
Evaluator 1	Mendoza Maintenance Group	Janitorial Services Evaluation
Evaluator 1	Laredo Maintenance Group, Inc	Janitorial Services Evaluation
Evaluator 1	Mendoza Maintenance Group	Janitorial Services Evaluation
Evaluator 1	Laredo Maintenance Group, Inc	Janitorial Services Evaluation
Evaluator 1	Mendoza Maintenance Group	Janitorial Services Evaluation
Evaluator 1	Laredo Maintenance Group, Inc	Janitorial Services Evaluation
Evaluator 1	Mendoza Maintenance Group	Janitorial Services Evaluation
Evaluator 2	Laredo Maintenance Group, Inc	Janitorial Services Evaluation
Evaluator 2	Mendoza Maintenance Group	Janitorial Services Evaluation
Evaluator 2	Laredo Maintenance Group, Inc	Janitorial Services Evaluation
Evaluator 2	Mendoza Maintenance Group	Janitorial Services Evaluation
Evaluator 2	Laredo Maintenance Group, Inc	Janitorial Services Evaluation
Evaluator 2	Mendoza Maintenance Group	Janitorial Services Evaluation
Evaluator 2	Laredo Maintenance Group, Inc	Janitorial Services Evaluation
Evaluator 2	Mendoza Maintenance Group	Janitorial Services Evaluation
Evaluator 3	Laredo Maintenance Group, Inc	Janitorial Services Evaluation
Evaluator 3	Mendoza Maintenance Group	Janitorial Services Evaluation
Evaluator 3	Laredo Maintenance Group, Inc	Janitorial Services Evaluation
Evaluator 3	Mendoza Maintenance Group	Janitorial Services Evaluation
Evaluator 3	Laredo Maintenance Group, Inc	Janitorial Services Evaluation
Evaluator 3	Mendoza Maintenance Group	Janitorial Services Evaluation
Evaluator 3	Laredo Maintenance Group, Inc	Janitorial Services Evaluation
Evaluator 3	Mendoza Maintenance Group	Janitorial Services Evaluation
Evaluator 4	Laredo Maintenance Group, Inc	Janitorial Services Evaluation
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Evaluator 4	Mendoza Maintenance Group	Janitorial Services Evaluation
Evaluator 4	Laredo Maintenance Group, Inc	Janitorial Services Evaluation
Evaluator 4	Mendoza Maintenance Group	Janitorial Services Evaluation

Evaluator 4	Laredo Maintenance Group, Inc	Janitorial Services Evaluation
Evaluator 4	Mendoza Maintenance Group	Janitorial Services Evaluation

Criteria	Max	Score	Choices
Experience	25	20	
Experience	25	22	
Price	25	15	
Price	25	20	
References	25	20	
References	25	20	
Schedule D	25	15	
Schedule D	25	23	
Experience	25	25	
Experience	25	25	
Price	25	13	
Price	25	23	
References	25	20	
References	25	20	
Schedule D	25	20	
Schedule D	25	23	
Experience	25	20	
Experience	25	25	
Price	25	10	
Price	25	25	
References	25	25	
References	25	20	
Schedule D	25	25	
Schedule D	25	25	
Experience	25	20	
Experience	25	25	
Price	25	10	
Price	25	20	
References	25	20	
References	25	15	

Schedule D	25	25	
Schedule D	25	25	

Note
We do not have a working relationship with Laredo Maintenance Group
Experience score is based on current service provided by the bidding company
We noticed that price is higher than the other company making proposal.
Price is higher than what we are currently paying per month.
We looked at references submitted with bid.
References score based on current experience with bidding company.
Score is based on proposal bid.
the bidding company has provided good service in the past.
Good Company
They have been our janitorial company for administration building for some years already.
Price too high
The price is competitive only because we are getting service with supplies.
Has provided some references.
Company did advise of references during a meeting.
Provided everything on schedule d.
As per provided schedule d, everything is in order.
Past Experience with company
High QUOTE
Lowest Bid
Good References
past experience with company
based on years of experience noted on bid
Prior experience working with company
Prices were substantially higher compared to other bid
Prices offered are substantially lower than other bids
based on references provided on bid
no references listed on bid, have prior work references through past experience

based on information provided by proposing contractor
based information provided by proposing contractor

City of Laredo
Purchasing Division

Renewal Notice

October 4, 2022

Jaime Mendoza
5303 Springfield
Laredo, TX 78041

RE: FY20-071 Janitorial Services for Fire Department
First Renewal

Dear Mr. Mendoza

This is to inform you that contract FY20-071 for janitorial services has a possible one (1) year extension. Due to current inflation, you requested a 10% increase in price. **Price changes will be governed by an index made up of the composite posted prices in the Laredo area of those companies published in the daily publication of Oil Price Information Service and by inflation rates published by the federal government**. If fuel price and inflation decrease, vendor will agree to adjust the prices downward. 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

Jaime Mendoza

Request a contract extension: XX Not request a contract extension: _____

Authorized Signature: _____

Print Name: Jaime Mendoza

Date: Oct 4, 2022

City of Laredo – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041
Phone (956)790-1800 Fax 794-1730 Email: mpescador@ci.laredo.tx.us

City Council-Regular
Meeting Date: 10/17/2022
Initiated By: Rosario Cabello, Deputy City Manager
Staff Source: Guillermo Heard

SUBJECT

Consideration to approve a Memorandum of Understanding between Texas A&M International University American Heart Association Training Center and the City of Laredo Fire Department for a five-year term that ends September 30, 2027, to allow the City of Laredo Fire Department Training site to conduct training sessions in accordance to American Heart Association guidelines.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

This agreement will allow the partnership between Texas A&M International University AHA Training and Laredo Fire Department. During this partnership, Laredo Fire Academy Cadets will receive training in accordance with AHA guidelines.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that this agreement be approved.

Fiscal Impact

Fiscal Year: 2023
Bugeted Y/N?:
Source of Funds:
Account #:
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:
No financial impact.

Attachments

MOU - TAMIU AHA

Memorandum of Understanding for the Collaboration of Services
BETWEEN
Texas A&M International University
AND
City of Laredo Fire Department

This Memorandum of Understanding ("MOU") is hereby entered into by and between Texas A&M International University, a member of The Texas A&M University System, an agency of the State of Texas (hereinafter called "Training Center" or "TC"), acting by and through its President, and City of Laredo Fire Department (hereinafter called "Training Site").

PREAMBLE

WHEREAS, the University operates an American Heart Association Training Center (the "Training Center" or "TC") approved by the American Heart Association (AHA); and

WHEREAS, the Training Center shall approve and support Training Sites developed by individuals, employers, and other community and business organizations; and

WHEREAS, proper approval and this MOU allow Training Site to conduct training sessions in accordance with all AHA guidelines, subject to the terms and conditions of this MOU; and

WHEREAS, acceptance of a Training Site and continued affiliation with the Training Center is at the discretion of the Training Center and the Training Center Coordinator;

NOW, THEREFORE, in consideration of the premises, mutual covenants, and agreements contained herein, the parties hereto hereby agree as follows:

STATEMENT OF GENERAL DUTIES AND OBLIGATION

TRAINING CENTER RESPONSIBILITIES

A. TRAINING CENTER will maintain current AHA guidelines and information.

B. TRAINING CENTER will provide Policies and Procedures that meet and/or exceed the requirements of AHA for courses and administration.

C. TRAINING CENTER will conduct site visits that will include reviewing Training Site equipment, teaching materials, and instructors to ensure compliance with AHA and Training Center.

D. TRAINING CENTER will report all necessary training information as requested by the American Heart Association, the A&M System, and/or Texas A&M International University.

E. TRAINING CENTER will provide AHA course completion cards, examinations, and instructional updates as required by the AHA in conjunction with the AHA Program Administration Manual and all Training Center Policies and Procedures.

F. TRAINING CENTER will provide instructor-training courses and update its instructors and Training Sites with the latest information on AHA courses, science guidelines, policies and procedures, the ECC Beat, and Training Bulletins and Memos.

G. TRAINING CENTER will ensure that all instructors are aligned with the Training Center on the Instructor Network.

H. TRAINING CENTER will provide guidance and assistance to instructors as needed.

I. TRAINING CENTER will maintain a list of Instructor ID Numbers from the Instructor Network (IN).

J. TRAINING CENTER will conduct Instructor Courses as needed.

K. TRAINING CENTER will transfer instructor records to a new Training Center within 30 days of receiving a Records Transfer Request, and upon receipt of fees for services rendered.

L. TRAINING CENTER will ensure that instructors use the most recent course materials and have the most recent Instructor and Provider Manuals for the courses they teach.

M. TRAINING CENTER will manage Instructor Alignment in Instructor Network and TAMIU Training Center Files.

N. TRAINING CENTER will issue provider course completion cards within 20 business days of the course completion.

O. TRAINING CENTER will post fees associated with course completion cards, rental of equipment, certifications, recertifications, etc. on University website and in the Policies and Procedures.

TRAINING SITE RESPONSIBILITIES

A. TRAINING SITE shall appoint a “Site Coordinator” who meets defined position requirements, including but not limited to overseeing training operations, acting as the liaison with TAMIU Training Center, and ensuring Training Site Compliance. The Training Center Coordinator must approved the Training Site Coordinator.

B. TRAINING SITE will not provide training at levels beyond their approved designation.

C. TRAINING SITE shall maintain and ensure all aligned instructors have access to the following:

   a. Current versions of the American Heart Association’s Program Administration Manual.
   b. Current Copy of the American Heart Association Guidelines for CPR and ECC.
   c. Current Instructor Manual(s) and instructor tool kits, including videos for each discipline the Training Site is authorized to teach.

D. TRAINING SITE shall maintain the following forms in either paper or electronic format for the stated amount of time after course completion:

   a. Student Course Evaluations (3 years)
   b. AHA Skills Check Forms for each discipline the Training Site is authorized to teach (3 years)
   c. Course Roster (3 years)
   d. Student Exam answer sheets (3 years)
   e. Heartsaver Student Exam answer sheets, if administered (3 years)

E. TRAINING SITE shall send copies of instructor documents and course records to TAMIU Training Center including, but not limited to copies of certifications, copies of course cards, course rosters, and student course evaluations.

F. TRAINING SITE shall secure all exams for authorized disciplines at all times, with only authorized persons having access to exam copies.

G. TRAINING SITE will distribute each exam to students and all exams will be accounted for and returned to the instructor at the end of the exam period.

H. TRAINING SITE will ensure that only current and fully credentialed AHA instructors and the Training Site Coordinator on file shall have access to AHA exams during non-testing sessions.

I. TRAINING SITE shall be solely responsible for all equipment and materials associated with sponsored training courses, and:

   a. Training Site shall maintain, have access to and have present at courses all equipment necessary for course instruction as outlined in the course lesson maps for the specific course(s) being taught.
   b. All equipment shall be clean, safe and maintained to remain in good working order.
   c. Simulating the use of equipment during AHA courses without actually having the required training aid(s) or device(s) is strictly prohibited. (Example: Simulating the use of an AED without having an actual AED Trainer, physically present.)

J. TRAINING SITE and its affiliated instructors shall attend only TAMIU Training Center approved instructor renewal trainings, course updates, and instructor reviews at the TAMIU Training Center. Training Center recertification requirements may exceed those outlined in the AHA Program Administration Manual.

K. TRAINING SITE should offer classes that are open to the community unless prohibited by law or institutional policy. Listings of courses open to the community must be posted on the Instructor Network.

L. TRAINING SITE will adhere to mandatory record keeping and will provide documentation as needed/requested by the Training Center.

M. TRAINING SITE will ensure that rosters are NOT given to students in place of a course completion card. Course rosters contain student personal data and should be protected and kept private. Instructors may provide students with a letter containing Instructor Name, Instructor Number, Date of Course and Completion Date (if applicable), should students require immediate proof of course completion. Training Site shall contact Training Center for more information.

N. TRAINING SITE will respect teacher to student ratio as stated by the AHA Program Administration Manual.

O. TRAINING SITE will ensure each student has the current and appropriate course Textbook readily available for use before, during, and after the course.

P. TRAINING SITE will adhere to Quality Assurance Plan as stated in Policies and Procedures.

Q. TRAINING SITE agrees to allow the Training Center Coordinator or designee visit and monitor the Training Site to ensure that the site complies with AHA and Training Center policies.

R. TRAINING SITE will conduct annual self-reviews by using the Training Center Administrative Self Review as a guide and submit the review to the Training Center. Training Site must be able to submit these self-reviews upon request from the Training Center or AHA.

ACKNOWLEDGE OF LIMITATIONS

Training Site hereby acknowledges that the Training Center's review of teaching materials is limited to the determination of whether such materials are in accordance with AHA guidelines. The Training Center does not make any representations or warranties regarding the use or effectiveness of the training methods or materials used to conduct or document such training.

MANDATORY RECORD KEEPING

All course records for the Training Site must be maintained and be made available upon request for a minimum of three (3) years after course completion. Training Sites may be required to maintain training records by another government or accreditation agency. These requirements are the sole responsibility of the Training Site. If the Training Site terminates its affiliation with the Training Center, copies of all Training Site records for the preceding three years shall be delivered to the TAMIU Training Center within thirty (30) days and must be submitted prior to the transfer of instructors to the accepting Training Center. Records will be maintained in paper or electronic format, in order of date and by type of course completed. In addition to the course documentation listed above, the Training Site will maintain:

A. A current list of AHA Instructors authorized to teach for the Training Site.

B. Logs of courses taught and all cards distributed; Training Center will provide a template.

C. Manikin's skin cleaning/disinfection records are consistent with the manufacturer's recommended procedures.

AMERICAN HEART ASSOCIATION CARDS

A. Certification cards/eCards will be sold to Training Sites before the start of courses.

B. New certification cards are created by AHA to accompany new course materials during guideline change years. AHA sets the timeframe which old cards are still valid and when they expire. Old cards that remain in stock and non-issued past deadlines set by the AHA must be shredded.

C. The Training Center will only send certification cards/eCards to Training Sites that have active, certified Instructors aligned with the Training Center.

D. Cards/eCards sold to Training Sites may only be used for courses that are authorized for the Training Site and that are being reported to the TAMIU Training Center.

E. All certification cards must be typed or computer generated. All certification eCards must be computer generated.

F. Any certification cards that are lost, stolen or missing must be reported to the Training Center within twenty four (24) hours of the incident.

G. Training Sites may issue replacement cards only to students for which the Training Site has:

   a. Initial or renewal training, and;
   b. Appropriate records and completion documentation on file.

H. Training Sites may not issue replacement cards for expired certifications.

I. The original dates of certification will appear on the replacement certification cards, not the replacement date.

J. Training Sites will indicate the issue date and renewal date with the month and four (4) digit year (ex. Issue date: 01/05/2016; Renewal Date: 01/2018). All AHA certification cards are valid for two (2) years. Instructors and Training Sites will not issue cards with a renewal date of less than or more than two (2) years.

K. Certification cards will be stored in a locked space inside of a secured location. Only currently certified Instructors aligned with the TAMIU Training Center will have access to these cards.

L. Training Sites will issue cards to students within twenty (20) business days of course completion.

M. Training Sites will provide copies of cards issued to the TAMIU Training Center within ten (10) business days of course completion.

N. Original certification cards, which are accidently damaged or printed with incorrect information by the Training Site must be kept on file and submitted to the Testing Center with logs. Copies or scans are not acceptable.

O. Training Sites will submit or mail logs and damaged certification cards by the third of each month.

P. TAMIU may revoke the Training Site's privilege to purchase certification cards in advance of courses if any of the above procedures are not followed.

OUTSIDE TRAINING CENTER INSTRUCTORS

Currently certified instructors aligned with other AHA Training Centers may assist in the courses but may not be the primary course instructor. Training Sites are solely responsible for ensuring that the instructors aligned with other Training Centers and assisting at the Training Site are properly certified. All instructors assisting at the Training Site, including those aligned with other Training Centers, must be documented on the Course Roster along with complete contact information. All outside instructors assisting the Training Site must be aligned with an American Heart Association Training Center and it is the responsibility of the instructor and the Testing Site to ensure compliance.

TAMIU Training Center reserves the right to deny Instructors not aligned with the Training Center from participating as Instructors at the Training Site.

Outside Instructors are responsible for:

A. Reporting course assistance at the Training Site to their primary Training Center.

B. Ensuring all courses follow the requirements and agenda found in the Instructor Manual for the Specific Curriculum.

C. Providing proof that they are currently certified AHA Instructors.

TRAINING REGION

The Training Site is permitted to provide authorized AHA trainings within the state of Texas at their Training Site. If the Training Site or any of their Instructors will be training outside of their state, they may do so without prior notification unless they will be training more than one hundred (100) individuals a year in any single state. In the case that more than one hundred (100) individuals will be trained in another state, prior authorization must be given by the Training Center.

Any training outside of the United States must be pre-authorized by the AHA via notification to the Training Center. Training Sites may be required to work with an International Training Center (ITO). Pre-authorization may be a lengthy process, so Training Sites are encouraged to give the Training Center a minimum of three (3) months advanced notice.

TRAINING SITE SEPARATION

The term of this MOU shall be for the length outlined below under "Terms, Renewal, and Termination of MOU" and will remain in effect unless otherwise terminated as outlined below.

A. TAMIU shall be permitted to terminate this MOU immediately in the event the Training Site fails to perform its obligations as set forth in this MOU.

B. Prior to separation, the Training Site will turn over all training records for the previous three (3) years (as outlined above) and return all remaining non-issued certification cards in their possession. The Training Center will not provide a refund or credit to the Training Site for these cards.

COPYRIGHTS, ADVERTISEMENT, AND INTERNET:

A. Training Sites will, without exception, adhere to the advertising, marketing and internet rules and regulations as set forth in the current Program Administration Manual.

B. Training Sites will not duplicate AHA DVDs, textbooks, or manuals.

C. All internet web site advertising will follow the AHA internet guidelines regarding use of logos and any other specified guidelines.

D. All advertising including internet, media, or print must follow the AHA guidelines set forth in the most current Program Administration Manual.

E. Training Sites are strictly prohibited from using AHA logos as outlined in the Program Administration Manual.

PAYMENT TERMS, ORDERING AHA MATERIALS & DELIVERY

A. Only the current pre-designated Training Site Coordinator is able to order AHA certification cards from the Training Center.

B. Training Sites may pay TAMIU AHA Training Center with purchase orders. Invoices for services and/or requested certification cards will be sent to the Training Site by TAMIU AHA Training Center. Requested services or cards shall be provided upon receipt of a Purchase Order.

C. Training Sites with outstanding or overdue balances will not be able to order additional cards or materials until the balance is paid in full.

MISCELLANEOUS

A. TAMIU hereby acknowledges that the Training Site and all site instructors are independent of TAMIU and nothing in this MOU shall be deemed to create employment, agency, joint venture, partner or any other arrangement between the Training Center and the Training Site or any of its Instructors.

B. TAMIU reserves the rights to edit, add, omit, or change any portion of this MOU at any time with proper notice given to the Training Site.

C. The Training Site will immediately notify the Training Center of (1) any personnel changes within their administration if such personnel are involved in the card ordering or documentation process, (2) changes to mailing address, email address, internet web sites or other contact information.

D. Instructors are responsible for maintaining their own contact information updated in the Instructor Network.

AHA Course Fee Disclaimer

The following disclaimer must be printed on all Training Site promotional brochures, announcements, agendas, or other materials distributed to students for courses in which fees are charged:

> "The American Heart Association strongly promotes knowledge and proficiency in all AHA courses and has developed instructional materials for this purpose. Use of these materials in an educational course does not represent course sponsorship by the AHA. Any fees charged for such a course, except for a portion of fees needed for AHA course materials, do not represent income to the AHA."

AMENDMENT

The parties to this MOU understand that it may be necessary to amend and modify this MOU from time to time in order to address additional concerns or issues; however, no amendment, modification, or alteration of the terms of this MOU shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

TERM, RENEWAL, AND TERMINATION OF MOU

This MOU will be in effect from October 1, 2022, through September 30, 2027. Prior to the expiration date of the initial term and/or of any Renewal Terms, the MOU will be reviewed and the parties may mutually agree by means of an addendum to renew the MOU for successive five (5) year terms ("Renewal Terms").

If at any time during the term of this MOU, either party considers terminating the agreement, such party shall give the other party written notice that it is considering such action, which notice shall set forth with sufficient specificity such party's reasons for contemplating termination. During the following thirty (30) day period, the parties shall discuss, in good faith, the party's reasons for considering termination in an effort to avoid the need for such action. Following the thirty (30) day discussion period, the party considering termination, if not fully satisfied, may elect to terminate the MOU by giving the other party thirty (30) days written notice of its intentions to terminate.

SEVERABILITY

If any clause or provision of this MOU is determined to be illegal, invalid, or unenforceable under present or future laws effective during the term of this MOU, including any renewals, then in that event it is the intent of the parties hereto that the remainder of this MOU shall not be affected thereby, and it is also the intent of the parties to this MOU that in lieu of each clause or provision of this MOU that is illegal, invalid, or unenforceable there be added as part of this MOU a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

NON-DISCRIMINATION

Any discrimination by any party or their agents or employees on account of race, color, sex, age, religion, disability, or national origin in relation to the performance of any obligations or duties under this MOU is prohibited.

NOTICES

Any notice required or permitted under this MOU must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonable means and will be effective when actually received. The University, and Contractor can change their respective notice address by sending to the other parties a notice of the new address. Notices should be addressed as follows:

TRAINING SITE
City of Laredo Fire Department
Attn: Guillermo Heard
616 E. Del Mar
Laredo, Texas 78045
PHONE: (956) 718-6000
(956) 728-7119
E-MAIL:
laredometrofire@ci.laredo.tx.us

TEXAS A&M INTERNATIONAL UNIVERSITY
Texas A&M International University
Attn: Susan Foster
5201 University Blvd.
Laredo, Texas 78041-1900
PHONE: 956-326-2765
FAX: 956- 326-2838
E-MAIL: cpr@tamiu.edu

GOVERNING LAW AND VENUE

The validity of this MOU and all matters pertaining to this MOU, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. The venue of any suit arising under this Agreement is fixed in any court of competent jurisdiction of Webb County, Texas.

FORCE MAJEURE

No party to this MOU shall be required to perform any term, condition, or covenant in this MOU if performance is delayed or prevented by force majeure which shall mean natural occurrences, fires, acts of God, strikes, lockouts, material or labor restrictions by a governmental authority, civil riots, floods, and any other cause not reasonably within the control of either party to this MOU and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome.

DISPUTE RESOLUTION

Since no language has been made mandatory by the AG's office, the following language will generally be sufficient to satisfy the requirements of Chapter 2260:

The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the University and City of Laredo Fire Department to attempt to resolve any claim for breach of contract made by City of Laredo Fire Department that cannot be resolved in the ordinary course of business. City of Laredo Fire Department shall submit written notice of a claim of breach of contract under this Chapter to the Chief Financial Officer of the University, who shall examine City of Laredo Fire Department's claim and any counterclaim and negotiate with City of Laredo Fire Department in an effort to resolve the claim.

INSURANCE

The liability of The Texas A&M University System for personal injury and property damage is controlled by the Texas Tort Claims Act, Texas Civil Practice and Remedies Code, Chapter 101, Section 101.021. The limits of liability are $250,000 for each person, $500,000 for each single occurrence for bodily injury or death and $100,000 for each single occurrence for injury to or destruction of property. Following this limited exposure, the System as a state agency, is protected by the doctrine of sovereign immunity, and as such, is self-insured up to the aforementioned limits.

CAPTIONS

The captions contained in this MOU are for convenience of reference only and in no way limit or enlarge the terms and conditions of this MOU.

AUTHORITY

The signers of this MOU hereby represent and warrant that they have authority to execute this MOU on behalf of each of their respective entities.

IN WITNESS THEREOF, the parties have duly approved this Memorandum of Understanding, executed in duplicate originals on this ____ day of _____, 2022.

TEXAS A&M INTERNATIONAL UNIVERSITY

By: _____
Juan J. Castillo, Vice President for Finance and Administration

TRAINING SITE

By: _____
Jose A. Valdez Jr, City Secretary

By: _____
Doanh T. Nguyen, City Attorney

By: _____
Rosario C. Cabello, Interim City Manager

By: _____
Guillermo Heard, Fire Chief

City Council-Regular

Meeting Date: 10/17/2022

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 annual contracts FY21-026 for the purchase of police and passenger car tires with the following vendors:

1. Section II: Southern Tire Mart, Columbia, Missouri in an amount up to $90,000.00 (Primary Vendor); and
2. Section I: American Tire Distributors, Fort Worth, Texas in an amount up to $30,000.00 (Secondary Vendor); and
3. Section I: The Goodyear Tire & Rubber Company, Akron, Ohio in an amount up to $30,000.00 (Secondary Vendor); and
4. Section I: Southern Tire Mart, Columbia, Missouri in an amount up to $30,000.00 (Secondary Vendor); and
5. Section II: American Tire Distributors, Fort Worth, Texas in an amount up to $30,000.00 (Secondary Vendor).

All tires will be secured on an as needed basis. The term of these contracts shall be for a period of one (1) year beginning as of the date of its execution and are contingent upon the availability of appropriated funds. There was no price increase during the last extension period from American Tire Distributors. The Goodyear Tire & Rubber Company is requesting a 1% increase and Southern Tire Mart is requesting an 17.5% increase in cost due to a price increase in raw materials and logistic costs. These contracts may be extended one (1) additional one (1) year period, upon mutual agreement of the parties. Funding is available in the Fleet Maintenance Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one-year contract on 12/6/21.

BACKGROUND

This contract establishes pricing for the purchase of police and passenger car tires for the Fleet Department. There was no price increase during the last extension period from American Tire Distributors. The Goodyear Tire & Rubber Company is requesting a 1% price increase and Southern Tire Mart is requesting an 17.5% increase in cost due to an increase price in raw materials and logistic costs. 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 allows for one (1) additional one year extension upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

Current Pricing Summary:

Vendor	**Section I Police Package Tires**	Award
American Tire Distributors	$ 30,000.00	Secondary Vendor
The Goodyear Tire & Rubber Company	$ 30,000.00	Secondary Vendor
Southern Tire Mart	$ 30,000.00	Secondary Vendor
	Section II Passenger Car Tires	
Southern Tire Mart	$ 90,000.00	Primary Vendor
American Tire Distributor	$ 30,000.00	Secondary Vendor

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contracts be renewed.

Fiscal Impact

Fiscal Year:	2023
Bugeted Y/N?:	Y
Source of Funds:	Fleet Maintenance Fund
Account #:	593-2810-533-2072
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 FY21-026

Contracts FY21-026

				Hesselbein Tire Southwest		American Tire Distributors		The Goodyear Tire & Rubber Company		Southern Tire Mart, LLC		Border Tire (Border Recapping, LLC)		Toro Auto Sales (Toro Motors LLC)	
				Total Price	$236,495.46	Total Price	$257,714.24	Total Price	$272,381.78	Total Price	$279,286.00	Total Price	$297,277.42	Total Price	$381,250.74
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Section I: Police Package Tires	1	PKG	**$179,652.00**	$179,652.00	$180,889.00	$180,889.00	$190,800.00	$190,800.00	$197,400.00	$197,400.00	$206,281.00	$206,281.00	$284,981.00	$284,981.00
1.1	P225/60R-16V Eagle RS-A Police Pursuit Radial, conventional thread. (Goodyear Police Special, or Approved Equal) W/Latest D.O.T. Approval.	300	EA	**$71.00**		$72.85		$88.00		$94.00		$84.53		$107.37	
1.2	P235/55R17 Goodyear Police Pursuit Radial, conventional thread. (Goodyear Police Special, or Approved Equal) W/Latest D.O.T. Approval.	400	EA	$104.96		$105.69		$104.00		$108.00		**$90.85**		$122.11	
1.3	P225/60R18 Goodyear Police Pursuit Radial, conventional thread. (Goodyear Police Special, or Approved Equal) W/1980 D.O.T. Approval or latest revision thereof.	200	EA	**$110.00**		$110.58		**$110.00**		$114.00		$111.39		$129.48	
1.4	P235/50R18 Goodyear Eagle RSA Police Pursuit Radial, Conventional. (Goodyear Police or Approved equal)	200	EA	**$101.00**		$101.85		$129.00		$136.00		$121.66		$436.45	
1.5	P245/55R18 Firestone/Goodyear Eagle RSA Police Pursuit Radial, Conventional. (Police)	400	EA	$122.42		$122.63		**$118.00**		$131.00		$130.35		$153.69	
1.6	Goodyear/Firestone P255/60R18 108V Police Pursuit Radial	200	EA	$126.00		$126.10		$139.00		**$118.00**		$229.16		$146.32	
2	Section II: Passenger Car Tires	1	PKG	**$56,843.46**	$56,843.46	$76,825.24	$76,825.24	$81,581.78	$81,581.78	$81,886.00	$81,886.00	$90,996.42	$90,996.42	$96,269.74	$96,269.74
2.1	LT215/85R16 HWY RIB 10 Ply	24	EA	$103.44		$101.31		$112.00		**$101.00**		$117.80		$131.52	
2.2	LT235/85R16 HWY RIB 10 Ply	64	EA	$114.77		$112.30		**$108.00**		$112.00		$123.42		$132.94	
2.3	LT235/75R15 HWY RIB 6 Ply	16	EA	$109.92		$107.59		$132.00		**$94.00**		$108.25		$146.92	
2.4	P265/65R17HWY RIB STD LOAD	12	EA	$109.92		**$107.59**		$139.42		$121.00		$123.29		$144.68	
2.5	P205/65R15 Radial/Regatta 4Ply	8	EA	$64.79		$63.82		$61.54		**$56.00**		$91.10		$63.86	
2.6	P225/60R16 Non Police 4Ply	48	EA	$78.81		$77.41		**$72.00**		$77.00		$78.88		$75.63	
2.7	LT245/75-R16 RIB 10 Ply	72	EA	$109.16		$106.86		$111.00		**$106.00**		$131.65		$126.55	
2.8	LT265/75R16 RIB TIRE-AT	8	EA	$124.71		$121.94		**$113.00**		$130.00		$135.38		$120.30	
2.9	P235/70R16XL	20	EA	$90.29		$88.55		**$82.44**		$103.00		$98.37		$120.48	
2.10	P225/70R15 Radial Regatta 4 Ply	36	EA	$73.71		$72.47		$93.93		**$67.00**		$77.17		$143.05	
2.11	LT245/70R17 HWY RIB 10Ply	130	EA	$120.87		$118.21		**$110.00**		$123.00		$137.33		$137.41	
2.12	LT235/75R17E	12	EA	$120.89		$118.23		$115.00		**$114.00**		$123.68		No Bid	
2.13	LT225/70R19.5 RIB TIRE 12Ply	40	EA	No Bid		**$169.75**		$225.00		$224.00		$226.23		$318.27	
2.14	700 X 15 RIB TIRE 8P1y	20	EA	No Bid		**$77.14**		No Bid		$79.00		$96.47		No Bid	
2.15	P265/70R16 HIGHWAY 4Ply	12	EA	$103.04		**$100.92**		$104.18		$115.00		$109.11		$116.35	
2.16	7.50 X 16 RIB TIRE 12Ply	12	EA	No Bid		$76.89		No Bid		**$65.00**		$183.30		No Bid	
2.17	ST205/75R15 (TRAILER TIRE)	50	EA	No Bid		$53.87		$80.25		**$44.00**		$68.52		$83.28	
2.18	LT265/70R17 10Ply	12	EA	$134.37		**$110.05**		$135.00		$133.00		$144.28		$158.59	
2.19	P215/65R17 Standard Load	8	EA	$86.21		$84.59		**$76.80**		$81.00		$86.88		$79.70	
2.20	P255/65R17 HIGHWAY	12	EA	$115.79		$113.29		**$99.73**		$111.00		$123.87		$103.49	
2.21	P215/60R16 Non Police 4Ply	8	EA	$77.79		$76.43		**$70.89**		$76.00		$77.49		$73.56	
2.22	P215/75R15 4Ply	8	EA	$96.92		$94.98		$94.11		$84.00		**$60.00**		$67.27	
2.23	P225/75R15 4Ply	24	EA	$72.50		$72.79		$86.95		$95.00		**$68.94**		$96.77	
2.24	P235/60R16 4Ply	4	EA	$80.34		$78.96		**$73.72**		$80.00		$76.22		$76.51	
2.25	P235/65R17 4Ply	8	EA	$96.15		$94.24		$92.33		$92.00		**$90.11**		$95.81	
2.26	ST235/80R16E	40	EA	No Bid		$91.56		$109.45		**$59.00**		$109.34		$125.16	
2.27	LT215/75R-17.5	40	EA	No Bid		**$144.13**		$203.25		$231.00		$197.98		$231.97	

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City of Laredo
Purchasing Division

Renewal Notice

September 22, 2022

Ms. Michelle May
The Goodyear Tire & Rubber Company
200 Innovation Way
Akron, Ohio 44316

Re: FY21-026 Police Package Tires & Passenger Car Tires
Fleet Department
Extension II

Dear Ms. May,

This is to inform you that the contract FY21-026 is up for renewal. All tires will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. This is the second of three extension periods.

Contract Pricing:

Section I: Secondary Vendor

If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

The Goodyear Tire & Rubber Company

Accept XX see new price sheets attached Reject _____

Authorized Signature: _____

Print Name: Mr. Chris Campbell: Director CTSC

Date: 10-11-2022

Note: Inputs in RED

The Goodyear Tire & Rubber Company

City of Laredo - Pursuit and LT

Effective 02/01/2023, Expires 01/31/2024

G0008750

			% Off Factor	% On Factor
Mdse Group	7905	Police Pursuit	0.5250	0.4750
Mdse Group	7925	Passenger	0.4800	0.5200
Mdse Group	7941	Light Truck	0.4800	0.5200
Mdse Group	1170	Commercial LT	0.0000	1.0000
Mdse Group	7955	Medium Truck	0.0000	1.0000
Mdse Group	7961	OTR Bias	0.0000	1.0000
Mdse Group	7962	OTR Radial	0.0000	1.0000

Select Price Book Date: 4/1/2022

City of Laredo - Pursuit and LT

Effective 02/01/2023, Expires 01/31/2024

G0008750

Base Price Book Date: April 01, 2022

Product Code	Tire Type	Brand	Tire Line	Size and Description	Size	Item Status	Gov't Base Price Book Date: 4/1/2022	Discounted Agency Price	FET if applicable
407715374	Passenger	Goodyear	Assurance All-Season	225/60R16 98T SL ASSURANCE ALL-SEASON	225/60R16	NET	$ 164.16	$ 81.00	$ -
732354500	Police Pursuit	Goodyear	Eagle RS-A	P225/60R16 97V S2 EAG RS-A VSBRPTL (Crown Vic)	P225/60R16	NET	$ 236.23	$ 100.44	$ -
157043622	Light Truck	Goodyear	Wrl Fortitude HT	235/70R16 106T SL WRL FORTITUDE HT BSLTL	235/70R16	NET	$ 239.60	$ 117.72	$ -
732297500	Police Pursuit	Goodyear	Eagle RS-A	P235/55R17 98W S2 EAG RS-A VSBRPTL (Impala)	P235/55R17	NET	$ 268.68	$ 119.88	$ -
732002500	Police Pursuit	Goodyear	Eagle RS-A	P235/55R17 98W S2 EAG RS-A VSBRPTL (Crown Vic)	P235/55R17	NET	$ 268.68	$ 120.96	$ -
131517875	Light Truck	Goodyear	Wrl Workhorse HT	LT215/85R16 115R E WRL WORKHORSE HT BSL	LT215/85R16	NET	$ 258.15	$ 126.36	$ -
131745944	Light Truck	Goodyear	Wrl Workhorse HT	LT235/85R16 120R E WRL WORKHORSE HT BSL	LT235/85R16	NET	$ 273.63	$ 127.44	$ -
732312500	Police Pursuit	Goodyear	Eagle RS-A	P225/60R18 99W SL EAG RS-A VSBRPTL (Charger)	P225/60R18	NET	$ 284.85	$ 128.52	$ -
157089622	Light Truck	Goodyear	Wrl Fortitude HT	235/75R17 109T SL WRL FORTITUDE HT BSLTL	235/75R17	NET	$ 277.32	$ 128.52	$ -
131747875	Light Truck	Goodyear	Wrl Workhorse HT	LT245/75R16 120R E WRL WORKHORSE HT BSL	LT245/75R16	NET	$ 266.10	$ 129.60	$ -
732026500	Police Pursuit	Goodyear	Eagle RS-A	245/55R18 103V EAGLE RS-A VSB TL (Ford PI Sedan & Utility)	245/55R18	NET	$ 309.83	$ 137.16	$ -
131469875	Light Truck	Goodyear	Wrl Workhorse HT	LT245/70R17 119R E WRL WORKHORSE HT BSL	LT245/70R17	NET	$ 300.63	$ 137.16	$ -
131746954	Light Truck	Goodyear	Wrl Workhorse HT	LT265/75R16 123R E WRL WORKHORSE HT OWL	LT265/75R16	NET	$ 281.93	$ 139.32	$ -
312008027	Light Truck	Goodyear	Wrangler DuraTrac	LT235/75R15 104/101Q C WRL DURATRAC TL	LT235/75R15	NET	$ 305.27	$ 142.56	$ -
732003567	Police Pursuit	Goodyear	Eagle Enforcer Winter	225/60R18 100V EAGLE ENFORCER WINTER	225/60R18	NET	$ 284.19	$ 143.64	$ -
732276500	Police Pursuit	Goodyear	Eagle RS-A	P235/50R18 99W XL EAG RS-A VSB TL (Caprice)	P235/50R18	NET	$ 333.52	$ 146.88	$ -
131535875	Light Truck	Goodyear	Wrl Workhorse HT	LT265/70R17 121R E WRL WORKHORSE HT BSL	LT265/70R17	NET	$ 321.25	$ 150.12	$ -
732005563	Police Pursuit	Goodyear	Eagle Enforcer	255/60R18 108V EAG ENFORCER TL	255/60R18	NET	$ 321.92	$ 153.36	$ -
732004558	Police Pursuit	Goodyear	Eagle Enforcer All Weather	245/55R18 103V EAG ENFORCER A/W TL (Ford PI, Charger)	245/55R18	NET	$ 338.14	$ 157.68	$ -
732005558	Police Pursuit	Goodyear	Eagle Enforcer All Weather	255/60R18 108V EAG ENFORCER A/W TL	255/60R18	NET	$ 341.06	$ 172.80	$ -
756246567	Medium Truck	Goodyear	G114 LP	215/75R175 H G114 LP STTL	215/75R17.5	NET	$ 666.93	$ 245.00	$ 12.29
139172053	Commercial LT	Goodyear	G647 RSS	225/70R195 G G647 RSS TL	225/70R19.5	NET	$ 771.00	$ 255.00	$ 4.44
732010563	Police Pursuit	Goodyear	Eagle Enforcer	275/55R20 113V EAG ENFORCER TL (Tahoe)	275/55R20	Available	$ 315.70	$ 149.96	$ -
732003558	Police Pursuit	Goodyear	Eagle Enforcer All Weather	225/60R18 100V EAG ENFORCER A/W TL (Charger)	225/60R18	Available	$ 301.07	$ 143.01	$ -
732008558	Police Pursuit	Goodyear	Eagle Enforcer All Weather	235/50R17 96V EAG ENFORCER A/W TL	235/50R17	Available	$ 296.45	$ 140.81	$ -
732001558	Police Pursuit	Goodyear	Eagle Enforcer All Weather	265/60R17 108V EAG ENFORCER A/W TL (Tahoe)	265/60R17	Available	$ 324.23	$ 154.01	$ -
732010558	Police Pursuit	Goodyear	Eagle Enforcer All Weather	275/55R20 113V EAG ENFORCER A/W TL (Tahoe 2021+)	275/55R20	Available	$ 408.38	$ 193.98	$ -
732010567	Police Pursuit	Goodyear	Eagle Enforcer Winter	275/55R20 113V EAGLE ENFORCER WINTER	275/55R20	Available	$ 381.43	$ 181.18	$ -
732004567	Police Pursuit	Goodyear	Eagle Enforcer Winter	245/55R18 103V EAGLE ENFORCER WINTER	245/55R18	Available	$ 341.39	$ 162.16	$ -
732009563	Police Pursuit	Goodyear	Eagle Enforcer Winter	255/60R18 108V SL EAG ENFORCER WINTER	255/60R18	Available	$ 347.88	$ 165.24	$ -
732006567	Police Pursuit	Goodyear	Eagle Enforcer Winter	265/60R17 108H EAGLE ENFORCER WINTER	265/60R17	Available	$ 295.63	$ 140.42	$ -
732523500	Police Pursuit	Goodyear	Eagle RS-A	P265/60R17 108V SL EAG RS-A VSBRPTL (Tahoe)	P265/60R17	Available	$ 298.76	$ 141.91	$ -
732354148	Police Pursuit	Goodyear	Eagle RS-A Plus	P225/60R16 97V S2 EAG RS-A PLUSVSBRPTL (Crown Vic)	P225/60R16	Available	$ 245.47	$ 116.60	$ -
109084366	Police Pursuit	Goodyear	Eagle Sport A/S	235/50R17 96W SL EAGLE SPORT A/S VSBTL	235/50R17	Available	$ 202.07	$ 95.98	$ -
147354070	Police Pursuit	Goodyear	Eagle Ultra Grip GW2	P225/60R16 97V S2 EAG UG GW2BCSRPTL	P225/60R16	Available	$ 214.50	$ 101.89	$ -
166041528	Police Pursuit	Goodyear	Eagle Ultra Grip GW3	235/50R18 101V XL EAG UG GW3 VSBTL (Caprice)	235/50R18	Available	$ 320.87	$ 152.41	$ -
166042528	Police Pursuit	Goodyear	Eagle Ultra Grip GW3	245/55R18 103V SL EAG UG GW3 VSBTL (Ford PI Sedan & Utility)	245/55R18	Discontinued	$ 303.16	$ 144.00	$ -
166043528	Police Pursuit	Goodyear	Eagle Ultra Grip GW3	265/60R17 108H SL EAG UG GW3 VSBTL (Tahoe)	265/60R17	Discontinued	$ 252.63	$ 120.00	$ -
166585530	Police Pursuit	Goodyear	Eagle Ultra Grip GW3	P225/60R18 99V SL EAG UG GW3 VSBRPTL (Charger)	P225/60R18	Discontinued	$ 263.16	$ 125.00	$ -
166579530	Police Pursuit	Goodyear	Eagle Ultra Grip GW3	P235/55R17 98V S2 EAG UG GW3 VSBRPTL (Crown Vic & Impala)	P235/55R17	Available	$ 262.24	$ 124.56	$ -
748958571	Police Pursuit	Goodyear	Wrangler AT Adventure	LT275/65R18 113S C WRL AT ADVENTURE OWL (F150)	LT275/65R18	Available	$ 295.75	$ 140.48	$ -
108028861	Police Pursuit	Goodyear	Wrangler Enforcer AT	LT265/70R18 113H C WRL ENFORCER AT	LT265/70R18	Available	$ 418.25	$ 198.67	$ -
407739374	Passenger	Goodyear	Assurance All-Season	185/60R15 84T SL ASSURANCE ALL-SEASON	185/60R15	Available	$ 126.04	$ 65.54	$ -
407106374	Passenger	Goodyear	Assurance All-Season	185/65R14 86T SL ASSURANCE ALL-SEASON	185/65R14	Available	$ 109.37	$ 56.87	$ -
407259374	Passenger	Goodyear	Assurance All-Season	185/65R15 88T SL ASSURANCE ALL-SEASON	185/65R15	Available	$ 130.47	$ 67.84	$ -
407787374	Passenger	Goodyear	Assurance All-Season	195/55R16 87T SL ASSURANCE ALL-SEASON	195/55R16	Available	$ 167.84	$ 87.28	$ -
407740374	Passenger	Goodyear	Assurance All-Season	195/60R15 88T SL ASSURANCE ALL-SEASON	195/60R15	Available	$ 127.48	$ 66.29	$ -
407477374	Passenger	Goodyear	Assurance All-Season	195/65R15 91T SL ASSURANCE ALL-SEASON	195/65R15	Available	$ 138.29	$ 71.91	$ -
407788374	Passenger	Goodyear	Assurance All-Season	205/50R16 87H SL ASSURANCE ALL-SEASON	205/50R16	Available	$ 166.98	$ 86.83	$ -
407582374	Passenger	Goodyear	Assurance All-Season	205/50R17 89V SL ASSURANCE ALL-SEASON	205/50R17	Available	$ 191.65	$ 99.66	$ -
407781374	Passenger	Goodyear	Assurance All-Season	205/55R16 91H SL ASSURANCE ALL-SEASON	205/55R16	Available	$ 138.63	$ 72.09	$ -
407741374	Passenger	Goodyear	Assurance All-Season	205/60R15 91T SL ASSURANCE ALL-SEASON	205/60R15	Discontinued	$ 109.79	$ 57.09	$ -
407212374	Passenger	Goodyear	Assurance All-Season	205/60R16 92T SL ASSURANCE ALL-SEASON	205/60R16	Available	$ 157.15	$ 81.72	$ -
407478374	Passenger	Goodyear	Assurance All-Season	205/65R15 94T SL ASSURANCE ALL-SEASON	205/65R15	Available	$ 139.15	$ 72.36	$ -
407780374	Passenger	Goodyear	Assurance All-Season	205/65R16 95H SL ASSURANCE ALL-SEASON	205/65R16	Available	$ 161.12	$ 83.78	$ -
407785374	Passenger	Goodyear	Assurance All-Season	205/70R15 96T SL ASSURANCE ALL-SEASON	205/70R15	Available	$ 126.85	$ 65.96	$ -
407789374	Passenger	Goodyear	Assurance All-Season	205/75R15 97T SL ASSURANCE ALL-SEASON	205/75R15	Discontinued	$ 136.50	$ 70.98	$ -
407568374	Passenger	Goodyear	Assurance All-Season	215/45R17 87V SL ASSURANCE ALL-SEASON	215/45R17	Available	$ 190.96	$ 99.30	$ -
407790374	Passenger	Goodyear	Assurance All-Season	215/50R17 91H SL ASSURANCE ALL-SEASON	215/50R17	Available	$ 198.03	$ 102.98	$ -
407525374	Passenger	Goodyear	Assurance All-Season	215/55R16 93H SL ASSURANCE ALL-SEASON	215/55R16	Available	$ 168.42	$ 87.58	$ -
407213374	Passenger	Goodyear	Assurance All-Season	215/55R17 94H SL ASSURANCE ALL-SEASON	215/55R17	Available	$ 193.89	$ 100.82	$ -
407562374	Passenger	Goodyear	Assurance All-Season	215/60R16 95T SL ASSURANCE ALL-SEASON	215/60R16	Available	$ 159.68	$ 83.03	$ -
407348374	Passenger	Goodyear	Assurance All-Season	215/60R17 96T SL ASSURANCE ALL-SEASON	215/60R17	Available	$ 182.74	$ 95.02	$ -
407007374	Passenger	Goodyear	Assurance All-Season	215/65R15 96T SL ASSURANCE ALL-SEASON	215/65R15	Discontinued	$ 137.60	$ 71.55	$ -
407791374	Passenger	Goodyear	Assurance All-Season	215/65R15 96T SL ASSURANCE ALL-SEASON	215/65R15	Discontinued	$ 113.29	$ 58.91	$ -
407016374	Passenger	Goodyear	Assurance All-Season	215/65R16 98T SL ASSURANCE ALL-SEASON	215/65R16	Available	$ 150.48	$ 78.25	$ -
407719374	Passenger	Goodyear	Assurance All-Season	215/65R17 99T SL ASSURANCE ALL-SEASON	215/65R17	Available	$ 173.65	$ 90.30	$ -
407783374	Passenger	Goodyear	Assurance All-Season	215/70R15 98T SL ASSURANCE ALL-SEASON	215/70R15	Discontinued	$ 114.65	$ 59.62	$ -
407782374	Passenger	Goodyear	Assurance All-Season	215/70R16 100T SL ASSURANCE ALL-SEASON	215/70R16	Available	$ 174.23	$ 90.60	$ -
407792374	Passenger	Goodyear	Assurance All-Season	215/75R15 100T SL ASSURANCE ALL-SEASON	215/75R15	Discontinued	$ 133.71	$ 69.53	$ -
407003374	Passenger	Goodyear	Assurance All-Season	225/45R17 91V SL ASSURANCE ALL-SEASON	225/45R17	Available	$ 190.27	$ 98.94	$ -
407938374	Passenger	Goodyear	Assurance All-Season	225/45R18 91V SL ASSURANCE ALL-SEASON	224/45R18	Available	$ 195.56	$ 101.69	$ -
407372374	Passenger	Goodyear	Assurance All-Season	225/50R17 94V SL ASSURANCE ALL-SEASON	225/50R17	Available	$ 191.13	$ 99.39	$ -
407165374	Passenger	Goodyear	Assurance All-Season	225/55R16 95H SL ASSURANCE ALL-SEASON	225/55R16	Available	$ 162.04	$ 84.26	$ -

City of Laredo - Pursuit and LT

Effective 02/01/2023, Expires 01/31/2024

G0008750

Base Price Book Date: April 01, 2022

Product Code	Tire Type	Brand	Tire Line	Size and Description	Size	Item Status	Gov't Base Price Book Date: 4/1/2022	Discounted Agency Price	FET if applicable
407726374	Passenger	Goodyear	Assurance All-Season	225/55R17 97T SL ASSURANCE ALL-SEASON	225/55R17	Available	$ 202.52	$ 105.31	$ -
407867374	Passenger	Goodyear	Assurance All-Season	225/55R18 98H SL ASSURANCE ALL-SEASON	225/55R18	Available	$ 211.49	$ 109.97	$ -
407930374	Passenger	Goodyear	Assurance All-Season	225/55R19 99V SL ASSURANCE ALL-SEASON	225/55R19	Available	$ 260.02	$ 135.21	$ -
407723374	Passenger	Goodyear	Assurance All-Season	225/60R17 99T SL ASSURANCE ALL-SEASON	225/60R17	Available	$ 194.75	$ 101.27	$ -
407795374	Passenger	Goodyear	Assurance All-Season	225/60R18 100H SL ASSURANCE ALL-SEASON	225/60R18	Available	$ 199.41	$ 103.69	$ -
407786374	Passenger	Goodyear	Assurance All-Season	225/65R16 100T SL ASSURANCE ALL-SEASON	225/65R16	Available	$ 158.18	$ 82.25	$ -
407285374	Passenger	Goodyear	Assurance All-Season	225/65R17 102T SL ASSURANCE ALL-SEASON	225/65R17	Available	$ 192.86	$ 100.29	$ -
407378374	Passenger	Goodyear	Assurance All-Season	225/70R16 103T SL ASSURANCE ALL-SEASON	225/70R16	Available	$ 165.31	$ 85.96	$ -
407991374	Passenger	Goodyear	Assurance All-Season	235/45R18 94V SL ASSURANCE ALL-SEASON	235/45R18	Available	$ 242.65	$ 126.18	$ -
407004374	Passenger	Goodyear	Assurance All-Season	235/50R18 97H SL ASSURANCE ALL-SEASON	235/50R18	Available	$ 229.20	$ 119.18	$ -
407599374	Passenger	Goodyear	Assurance All-Season	235/55R17 99T SL ASSURANCE ALL-SEASON	235/55R17	Available	$ 196.71	$ 102.29	$ -
407826374	Passenger	Goodyear	Assurance All-Season	235/55R18 100H SL ASSURANCE ALL-SEASON	235/55R18	Available	$ 236.67	$ 123.07	$ -
407924374	Passenger	Goodyear	Assurance All-Season	235/55R19 101H SL ASSURANCE ALL-SEASON	235/55R19	Available	$ 272.95	$ 141.93	$ -
407784374	Passenger	Goodyear	Assurance All-Season	235/60R16 100T SL ASSURANCE ALL-SEASON	235/60R16	Available	$ 166.69	$ 86.68	$ -
407323374	Passenger	Goodyear	Assurance All-Season	235/60R17 102T SL ASSURANCE ALL-SEASON	235/60R17	Available	$ 199.93	$ 103.96	$ -
407815374	Passenger	Goodyear	Assurance All-Season	235/60R18 103H SL ASSURANCE ALL-SEASON	235/60R18	Available	$ 229.20	$ 119.18	$ -
407207374	Passenger	Goodyear	Assurance All-Season	235/65R16 103T SL ASSURANCE ALL-SEASON	235/65R16	Available	$ 175.15	$ 91.08	$ -
407722374	Passenger	Goodyear	Assurance All-Season	235/65R17 104T SL ASSURANCE ALL-SEASON	235/65R17	Available	$ 207.98	$ 108.15	$ -
407885374	Passenger	Goodyear	Assurance All-Season	235/65R18 106H SL ASSURANCE ALL-SEASON	235/65R18	Available	$ 233.57	$ 121.46	$ -
407866374	Passenger	Goodyear	Assurance All-Season	235/70R16 106T SL ASSURANCE ALL-SEASON	235/70R16	Available	$ 186.42	$ 96.94	$ -
407005374	Passenger	Goodyear	Assurance All-Season	245/45R18 96V SL ASSURANCE ALL-SEASON	245/45R18	Available	$ 265.13	$ 137.87	$ -
407870374	Passenger	Goodyear	Assurance All-Season	245/50R20 102H SL ASSURANCE ALL-SEASON	245/50R20	Available	$ 246.62	$ 128.24	$ -
407971374	Passenger	Goodyear	Assurance All-Season	245/55R19 103V SL ASSURANCE ALL-SEASON	245/55R19	Available	$ 251.62	$ 130.84	$ -
407819374	Passenger	Goodyear	Assurance All-Season	245/60R18 105H SL ASSURANCE ALL-SEASON	245/60R18	Available	$ 247.31	$ 128.60	$ -
407006374	Passenger	Goodyear	Assurance All-Season	255/50R20 105H SL ASSURANCE ALL-SEASON	255/50R20	Available	$ 260.25	$ 135.33	$ -
413524582	Passenger	Goodyear	Assurance ComfortDrive	205/55R16 91H SL ASSURANCE COMFORTDRIVE	205/55R16	Available	$ 193.65	$ 100.70	$ -
413570582	Passenger	Goodyear	Assurance ComfortDrive	205/60R16 92V SL ASSURANCE COMFORTDRIVE	205/60R16	Available	$ 191.75	$ 99.71	$ -
413780582	Passenger	Goodyear	Assurance ComfortDrive	205/65R16 95H SL ASSURANCE COMFORTDRIVE	205/65R16	Available	$ 192.30	$ 100.00	$ -
413032582	Passenger	Goodyear	Assurance ComfortDrive	215/45R17 87V SL ASSURANCE COMFORTDRIVE	215/45R17	Available	$ 231.60	$ 120.43	$ -
413941582	Passenger	Goodyear	Assurance ComfortDrive	215/50R17 95V XL ASSURANCE COMFORTDRIVE	215/50R17	Available	$ 230.20	$ 119.70	$ -
413507582	Passenger	Goodyear	Assurance ComfortDrive	215/55R16 97H XL ASSURANCE COMFORTDRIVE	215/55R16	Available	$ 195.10	$ 101.45	$ -
413340582	Passenger	Goodyear	Assurance ComfortDrive	215/55R17 94V SL ASSURANCE COMFORTDRIVE	215/55R17	Available	$ 229.75	$ 119.47	$ -
413810582	Passenger	Goodyear	Assurance ComfortDrive	215/55R18 95H SL ASSURANCE COMFORTDRIVE	215/55R18	Available	$ 262.65	$ 136.58	$ -
413571582	Passenger	Goodyear	Assurance ComfortDrive	215/60R16 95V SL ASSURANCE COMFORTDRIVE	215/60R16	Available	$ 194.50	$ 101.14	$ -
413546582	Passenger	Goodyear	Assurance ComfortDrive	215/60R17 96H SL ASSURANCE COMFORTDRIVE	215/60R17	Available	$ 229.00	$ 119.08	$ -
413002582	Passenger	Goodyear	Assurance ComfortDrive	215/65R16 98V SL ASSURANCE COMFORTDRIVE	215/65R16	Available	$ 196.75	$ 102.31	$ -
413567582	Passenger	Goodyear	Assurance ComfortDrive	225/45R17 91V SL ASSURANCE COMFORTDRIVE	225/45R17	Available	$ 243.95	$ 126.85	$ -
413017582	Passenger	Goodyear	Assurance ComfortDrive	225/45R18 95V XL ASSURANCE COMFORTDRIVE	225/45R18	Available	$ 262.20	$ 136.34	$ -
413509582	Passenger	Goodyear	Assurance ComfortDrive	225/50R17 94V SL ASSURANCE COMFORTDRIVE	225/50R17	Available	$ 246.20	$ 128.02	$ -
413003582	Passenger	Goodyear	Assurance ComfortDrive	225/50R18 95V SL ASSURANCE COMFORTDRIVE	225/50R18	Available	$ 281.80	$ 146.54	$ -
413502582	Passenger	Goodyear	Assurance ComfortDrive	225/55R17 97V SL ASSURANCE COMFORTDRIVE	225/55R17	Available	$ 247.05	$ 128.47	$ -
413033582	Passenger	Goodyear	Assurance ComfortDrive	225/55R18 98V SL ASSURANCE COMFORTDRIVE	225/55R18	Available	$ 263.15	$ 136.84	$ -
413019582	Passenger	Goodyear	Assurance ComfortDrive	225/55R19 99V SL ASSURANCE COMFORTDRIVE	225/55R19	Available	$ 315.95	$ 164.29	$ -
413005582	Passenger	Goodyear	Assurance ComfortDrive	225/60R17 99H SL ASSURANCE COMFORTDRIVE	225/60R17	Available	$ 248.70	$ 129.32	$ -
413363582	Passenger	Goodyear	Assurance ComfortDrive	225/60R18 100H SL ASSURANCE COMFORTDRIVE	225/60R18	Available	$ 254.50	$ 132.34	$ -
413517582	Passenger	Goodyear	Assurance ComfortDrive	225/65R17 102H SL ASSURANCE COMFORTDRIVE	225/65R17	Available	$ 236.90	$ 123.19	$ -
413021582	Passenger	Goodyear	Assurance ComfortDrive	235/40R19 96V XL ASSURANCE COMFORTDRIVE	235/40R19	Available	$ 290.55	$ 151.09	$ -
413871582	Passenger	Goodyear	Assurance ComfortDrive	235/45R18 94V SL ASSURANCE COMFORTDRIVE	235/45R18	Available	$ 275.00	$ 143.00	$ -
413025582	Passenger	Goodyear	Assurance ComfortDrive	235/45R19 95H SL ASSURANCE COMFORTDRIVE	235/45R19	Available	$ 290.45	$ 151.03	$ -
413018582	Passenger	Goodyear	Assurance ComfortDrive	235/50R18 97V SL ASSURANCE COMFORTDRIVE	235/50R18	Available	$ 289.15	$ 150.36	$ -
413024582	Passenger	Goodyear	Assurance ComfortDrive	235/50R19 99V SL ASSURANCE COMFORTDRIVE	235/50R19	Available	$ 291.95	$ 151.81	$ -
413319582	Passenger	Goodyear	Assurance ComfortDrive	235/55R17 99H SL ASSURANCE COMFORTDRIVE	235/55R17	Available	$ 264.40	$ 137.49	$ -
413496582	Passenger	Goodyear	Assurance ComfortDrive	235/55R18 100V SL ASSURANCE COMFORTDRIVE	235/55R18	Available	$ 294.75	$ 153.27	$ -
413965582	Passenger	Goodyear	Assurance ComfortDrive	235/55R19 101V SL ASSURANCE COMFORTDRIVE	235/55R19	Available	$ 294.70	$ 153.24	$ -
413022582	Passenger	Goodyear	Assurance ComfortDrive	235/55R20 102V SL ASSURANCE COMFORTDRIVE	235/55R20	Available	$ 299.55	$ 155.77	$ -
413488582	Passenger	Goodyear	Assurance ComfortDrive	235/60R17 102H SL ASSURANCE COMFORTDRIVE	235/60R17	Available	$ 252.55	$ 131.33	$ -
413006582	Passenger	Goodyear	Assurance ComfortDrive	235/60R18 103V SL ASSURANCE COMFORTDRIVE	235/60R18	Available	$ 281.40	$ 146.33	$ -
413186582	Passenger	Goodyear	Assurance ComfortDrive	235/65R17 104H SL ASSURANCE COMFORTDRIVE	235/65R17	Available	$ 262.50	$ 136.50	$ -
413011582	Passenger	Goodyear	Assurance ComfortDrive	235/65R18 106V SL ASSURANCE COMFORTDRIVE	235/65R18	Available	$ 290.45	$ 151.03	$ -
413027582	Passenger	Goodyear	Assurance ComfortDrive	245/45R17 99V XL ASSURANCE COMFORTDRIVE	245/45R17	Available	$ 276.50	$ 143.78	$ -
413010582	Passenger	Goodyear	Assurance ComfortDrive	245/45R18 100V XL ASSURANCE COMFORTDRIVE	245/45R18	Available	$ 327.35	$ 170.22	$ -
413927582	Passenger	Goodyear	Assurance ComfortDrive	245/50R20 102V SL ASSURANCE COMFORTDRIVE	245/50R20	Available	$ 301.80	$ 156.94	$ -
413014582	Passenger	Goodyear	Assurance ComfortDrive	245/55R19 103V SL ASSURANCE COMFORTDRIVE	245/55R19	Available	$ 293.35	$ 152.54	$ -
413012582	Passenger	Goodyear	Assurance ComfortDrive	245/60R18 105V SL ASSURANCE COMFORTDRIVE	245/60R18	Available	$ 294.35	$ 153.06	$ -
413028582	Passenger	Goodyear	Assurance ComfortDrive	255/40R19 100V XL ASSURANCE COMFORTDRIVE	255/40R19	Available	$ 344.90	$ 179.35	$ -
413030582	Passenger	Goodyear	Assurance ComfortDrive	255/45R20 105V XL ASSURANCE COMFORTDRIVE	255/45R20	Available	$ 312.10	$ 162.29	$ -
413031582	Passenger	Goodyear	Assurance ComfortDrive	255/50R19 107V XL ASSURANCE COMFORTDRIVE	255/50R19	Available	$ 340.85	$ 177.24	$ -
413037582	Passenger	Goodyear	Assurance ComfortDrive	255/50R20 109V XL ASSURANCE COMFORTDRIVE	255/50R20	Available	$ 300.35	$ 156.18	$ -
413929582	Passenger	Goodyear	Assurance ComfortDrive	255/55R20 107H SL ASSURANCE COMFORTDRIVE	255/55R20	Available	$ 294.35	$ 153.06	$ -
413490329	Passenger	Goodyear	Assurance ComfTred Tour	195/60R15 88H SL ASSUR COMTRD TOURING	195/60R15	Discontinued	$ 154.56	$ 80.37	$ -
413382329	Passenger	Goodyear	Assurance ComfTred Tour	215/65R16 98T SL ASSUR COMTRD TOURING	215/65R16	Discontinued	$ 163.18	$ 84.85	$ -
413509329	Passenger	Goodyear	Assurance ComfTred Tour	225/50R17 94V SL ASSUR COMTRD TOURING	225/50R17	Discontinued	$ 205.24	$ 106.72	$ -
413379329	Passenger	Goodyear	Assurance ComfTred Tour	225/55R16 95H SL ASSUR COMTRD TOURING	225/55R16	Discontinued	$ 194.06	$ 100.91	$ -
413502329	Passenger	Goodyear	Assurance ComfTred Tour	225/55R17 97V SL ASSUR COMTRD TOURING	225/55R17	Discontinued	$ 216.11	$ 112.38	$ -
413407329	Passenger	Goodyear	Assurance ComfTred Tour	225/60R16 98H SL ASSUR COMTRD TOURING	225/60R16	Discontinued	$ 165.04	$ 85.82	$ -
413486329	Passenger	Goodyear	Assurance ComfTred Tour	235/60R16 100H SL ASSUR COMTRD TOURING	235/60R16	Discontinued	$ 198.25	$ 103.09	$ -
413488329	Passenger	Goodyear	Assurance ComfTred Tour	235/60R17 102H SL ASSUR COMTRD TOURING	235/60R17	Discontinued	$ 228.50	$ 118.82	$ -

Pricing is subject to change at any time with or without notice.
Please check the Government Sales website or Tire-HQ for the latest pricing information.

City of Laredo - Pursuit and LT

Effective 02/01/2023, Expires 01/31/2024

G0008750

Base Price Book Date: April 01, 2022

Product Code	Tire Type	Brand	Tire Line	Size and Description	Size	Item Status	Gov't Base Price Book Date: 4/1/2022	Discounted Agency Price	FET if applicable
413207329	Passenger	Goodyear	Assurance ComfTred Tour	235/65R16 103T SL ASSUR COMTRD TOURING	235/65R16	Discontinued	$ 207.33	$ 107.81	$ -
413499329	Passenger	Goodyear	Assurance ComfTred Tour	P215/60R16 94V SL ASSUR COMTRD TOURING	P215/60R16	Discontinued	$ 160.10	$ 83.25	$ -
413487329	Passenger	Goodyear	Assurance ComfTred Tour	P225/60R17 98H SL ASSUR COMTRD TOURING	P225/60R17	Discontinued	$ 215.00	$ 111.80	$ -
681030566	Passenger	GOODYEAR	Assurance Finesse	215/50R18 92H SL ASSURANCE FINESSE	215/50R18	Available	$ 158.42	$ 82.38	$ -
681213566	Passenger	GOODYEAR	Assurance Finesse	215/55R17 94H SL ASSURANCE FINESSE	215/55R17	Available	$ 210.78	$ 109.61	$ -
681875566	Passenger	Goodyear	Assurance Finesse	215/65R17 99H S1 ASSURANCE FINESSE	215/65R17	Discontinued	$ 128.75	$ 66.95	$ -
681028566	Passenger	GOODYEAR	Assurance Finesse	225/55R17 97H SL ASSURANCE FINESSE	225/55R17	Available	$ 218.44	$ 113.59	$ -
681800566	Passenger	Goodyear	Assurance Finesse	235/55R18 100H SL ASSURANCE FINESSE	235/55R18	Discontinued	$ 249.80	$ 129.90	$ -
681019630	Passenger	Goodyear	Assurance Finesse	235/55R19 101H SL ASSURANCE FINESSE	235/55R19	Available	$ 280.14	$ 145.67	$ -
681819566	Passenger	Goodyear	Assurance Finesse	245/60R18 105H S1 ASSURANCE FINESSE	245/60R18	Available	$ 202.65	$ 105.38	$ -
681004566	Passenger	Goodyear	Assurance Finesse	255/50R20 105H S1 ASSURANCE FINESSE	255/50R20	Available	$ 218.35	$ 113.54	$ -
681034566	Passenger	Goodyear	Assurance Finesse	225/65R17 102H SL ASSURANCE FINESSE	225/65R17	Available	$ 233.75	$ 121.55	$ -
681880566	Passenger	Goodyear	Assurance Finesse	225/55R18 98V ASSURANCE FINESSE	225/55R18	Available	$ 235.00	$ 122.20	$ -
681040566	Passenger	Goodyear	Assurance Finesse	235/55R18 100H SL ASSURANCE FINESSE	235/55R18	Available	$ 249.80	$ 129.90	$ -
738529571	Passenger	Goodyear	Assurance Fuel Max	175/60R16 82H SL ASSURANCE FUEL MAX TL	175/60R16	Available	$ 232.07	$ 120.68	$ -
738523571	Passenger	Goodyear	Assurance Fuel Max	185/65R15 88H ASSURANCE FUEL MAX TL	185/65R15	Discontinued	$ 140.55	$ 73.09	$ -
738524571	Passenger	Goodyear	Assurance Fuel Max	205/55R16 91H SL ASSURANCE FUEL MAX TL	205/55R16	Available	$ 205.85	$ 107.04	$ -
738003571	Passenger	Goodyear	Assurance Fuel Max	205/65R16 95H SL ASSUR FUEL MAX (HEV)	205/65R16	Available	$ 167.80	$ 87.26	$ -
738002571	Passenger	Goodyear	Assurance Fuel Max	205/65R16 95H SL ASSURANCE FUEL MAX TL	205/65R16	Available	$ 162.15	$ 84.32	$ -
738735571	Passenger	Goodyear	Assurance Fuel Max	215/55R17 94V SL ASSURANCE FUEL MAX TL	215/55R17	Available	$ 242.19	$ 125.94	$ -
738754571	Passenger	Goodyear	Assurance Fuel Max	225/55R17 97V SL ASSURANCE FUEL MAX TL	225/55R17	Available	$ 230.46	$ 119.84	$ -
738338571	Passenger	Goodyear	Assurance Fuel Max	225/65R16 100H ASSURANCE FUEL MAX TL	225/65R16	Discontinued	$ 176.86	$ 91.97	$ -
738609571	Passenger	Goodyear	Assurance Fuel Max	P175/65R15 84H SL ASSURANCE FUEL MAX TL	P175/65R15	Available	$ 182.22	$ 94.75	$ -
738828571	Passenger	Goodyear	Assurance Fuel Max	P225/55R17 95H SL ASSURANCE FUEL MAX	P225/55R17	Available	$ 184.35	$ 95.86	$ -
110489545	Passenger	Goodyear	Assurance MaxLife	195/65R15 91H SL ASSURANCE MAXLIFE VSB	195/65R15	Available	$ 157.55	$ 81.93	$ -
110980545	Passenger	Goodyear	Assurance MaxLife	205/50R17 89V SL ASSURANCE MAXLIFE VSB	205/50R17	Available	$ 221.20	$ 115.02	$ -
110952545	Passenger	Goodyear	Assurance MaxLife	205/55R16 91H SL ASSURANCE MAXLIFE VSB	205/55R16	Available	$ 174.92	$ 90.96	$ -
110953545	Passenger	Goodyear	Assurance MaxLife	205/60R16 92V SL ASSURANCE MAXLIFE VSB	205/60R16	Available	$ 167.33	$ 87.01	$ -
110780545	Passenger	Goodyear	Assurance MaxLife	205/65R16 95H SL ASSURANCE MAXLIFE VSB	205/65R16	Available	$ 173.54	$ 90.24	$ -
110947545	Passenger	Goodyear	Assurance MaxLife	215/45R17 87V SL ASSURANCE MAXLIFE VSB	215/45R17	Available	$ 229.14	$ 119.15	$ -
110977545	Passenger	Goodyear	Assurance MaxLife	215/50R17 95V XL ASSURANCE MAXLIFE VSB	215/50R17	Available	$ 222.93	$ 115.92	$ -
110951545	Passenger	Goodyear	Assurance MaxLife	215/55R16 93H SL ASSURANCE MAXLIFE VSB	215/55R16	Discontinued	$ 176.95	$ 92.01	$ -
110507545	Passenger	Goodyear	Assurance MaxLife	215/55R16 97H XL ASSURANCE MAXLIFE VSB	215/55R16	Available	$ 189.15	$ 98.36	$ -
110340545	Passenger	Goodyear	Assurance MaxLife	215/55R17 94V SL ASSURANCE MAXLIFE VSB	215/55R17	Available	$ 210.80	$ 109.62	$ -
110571545	Passenger	Goodyear	Assurance MaxLife	215/60R16 95V SL ASSURANCE MAXLIFE VSB	215/60R16	Available	$ 176.81	$ 91.94	$ -
110322545	Passenger	Goodyear	Assurance MaxLife	215/60R17 96H SL ASSURANCE MAXLIFE VSB	215/60R17	Available	$ 202.23	$ 105.16	$ -
110954545	Passenger	Goodyear	Assurance MaxLife	215/70R16 100H SL ASSURANCE MAXLIFE VSB	215/70R16	Available	$ 217.35	$ 113.02	$ -
110567545	Passenger	Goodyear	Assurance MaxLife	225/45R17 91V SL ASSURANCE MAXLIFE VSB	225/45R17	Available	$ 213.61	$ 111.08	$ -
110938545	Passenger	Goodyear	Assurance MaxLife	225/45R18 91V SL ASSURANCE MAXLIFE VSB	225/45R18	Available	$ 212.92	$ 110.72	$ -
110982545	Passenger	Goodyear	Assurance MaxLife	225/50R17 94V SL ASSURANCE MAXLIFE VSB	225/50R17	Available	$ 222.64	$ 115.77	$ -
110502545	Passenger	Goodyear	Assurance MaxLife	225/55R17 97V SL ASSURANCE MAXLIFE VSB	225/55R17	Available	$ 234.37	$ 121.87	$ -
110935545	Passenger	Goodyear	Assurance MaxLife	225/55R18 98H SL ASSURANCE MAXLIFE VSB	225/55R18	Available	$ 234.03	$ 121.70	$ -
110930545	Passenger	Goodyear	Assurance MaxLife	225/55R19 99V SL ASSURANCE MAXLIFE VSB	225/55R19	Available	$ 294.98	$ 153.39	$ -
110407545	Passenger	Goodyear	Assurance MaxLife	225/60R16 98H SL ASSURANCE MAX FE VSB	225/60R16	Available	$ 175.09	$ 91.05	$ -
110979545	Passenger	Goodyear	Assurance MaxLife	225/60R17 99H SL ASSURANCE MAXLIFE VSB	225/60R17	Available	$ 234.37	$ 121.87	$ -
110363545	Passenger	Goodyear	Assurance MaxLife	225/60R18 100H SL ASSURANCE MAXLIFE VSB	225/60R18	Available	$ 230.29	$ 119.75	$ -
110981545	Passenger	Goodyear	Assurance MaxLife	225/65R17 102H SL ASSURANCE MAXLIFE VSB	225/65R17	Available	$ 225.69	$ 117.36	$ -
110940545	Passenger	Goodyear	Assurance MaxLife	235/40R18 91V SL ASSURANCE MAXLIFE VSB	235/40R18	Available	$ 237.99	$ 123.75	$ -
110918545	Passenger	Goodyear	Assurance MaxLife	235/40R19 96V XL ASSURANCE MAXLIFE VSB	235/40R19	Available	$ 269.68	$ 140.23	$ -
110996545	Passenger	Goodyear	Assurance MaxLife	235/45R17 94V SL ASSURANCE MAXLIFE VSB	235/45R17	Available	$ 248.92	$ 129.44	$ -
110936545	Passenger	Goodyear	Assurance MaxLife	235/45R18 94V SL ASSURANCE MAXLIFE VSB	235/45R18	Available	$ 255.82	$ 133.03	$ -
110931545	Passenger	Goodyear	Assurance MaxLife	235/45R19 95H SL ASSURANCE MAXLIFE VSB	235/45R19	Available	$ 246.91	$ 128.39	$ -
110956545	Passenger	Goodyear	Assurance MaxLife	235/50R17 96H SL ASSURANCE MAXLIFE VSB	235/50R17	Available	$ 214.99	$ 111.79	$ -
110876545	Passenger	Goodyear	Assurance MaxLife	235/50R18 97V SL ASSURANCE MAXLIFE VSB	235/50R18	Available	$ 265.65	$ 138.14	$ -
110933545	Passenger	Goodyear	Assurance MaxLife	235/50R19 99V SL ASSURANCE MAXLIFE VSB	235/50R19	Available	$ 288.02	$ 149.77	$ -
110319545	Passenger	Goodyear	Assurance MaxLife	235/55R17 99H SL ASSURANCE MAXLIFE VSB	235/55R17	Available	$ 231.04	$ 120.14	$ -
110496545	Passenger	Goodyear	Assurance MaxLife	235/55R18 100V SL ASSURANCE MAXLIFE VSB	235/55R18	Available	$ 284.51	$ 147.95	$ -
110883545	Passenger	Goodyear	Assurance MaxLife	235/55R19 101V SL ASSURANCE MAXLIFE VSB	235/55R19	Available	$ 287.39	$ 149.44	$ -
110928545	Passenger	Goodyear	Assurance MaxLife	235/55R20 102V SL ASSURANCE MAXLIFE VSB	235/55R20	Available	$ 276.52	$ 143.79	$ -
110488545	Passenger	Goodyear	Assurance MaxLife	235/60R17 102H SL ASSURANCE MAXLIFE VSB	235/60R17	Available	$ 237.36	$ 123.43	$ -
110934545	Passenger	Goodyear	Assurance MaxLife	235/60R18 103V SL ASSURANCE MAXLIFE VSB	235/60R18	Available	$ 275.54	$ 143.28	$ -
110188545	Passenger	Goodyear	Assurance MaxLife	235/65R17 104H SL ASSURANCE MAXLIFE VSB	235/65R17	Available	$ 242.25	$ 125.97	$ -
110022545	Passenger	Goodyear	Assurance MaxLife	235/65R18 106V SL ASSURANCE MAXLIFE VSB	235/65R18	Available	$ 273.47	$ 142.20	$ -
110927545	Passenger	Goodyear	Assurance MaxLife	245/50R20 102V SL ASSURANCE MAXLIFE VSB	245/50R20	Available	$ 278.68	$ 145.02	$ -
110971545	Passenger	Goodyear	Assurance MaxLife	245/55R19 103V SL ASSURANCE MAXLIFE VSB	245/55R19	Available	$ 279.45	$ 145.31	$ -
110819545	Passenger	Goodyear	Assurance MaxLife	245/60R18 105H SL ASSURANCE MAXLIFE VSB	245/60R18	Available	$ 277.04	$ 144.06	$ -
110002545	Passenger	Goodyear	Assurance MaxLife	255/50R20 105H SL ASSURANCE MAXLIFE VSB	255/50R20	Available	$ 283.10	$ 147.21	$ -
110929545	Passenger	Goodyear	Assurance MaxLife	255/55R20 107H SL ASSURANCE MAXLIFE VSB	255/55R20	Available	$ 279.45	$ 145.31	$ -
110957545	Passenger	Goodyear	Assurance MaxLife	265/60R18 110H SL ASSURANCE MAXLIFE VSB	265/60R18	Available	$ 279.68	$ 145.43	$ -
110939545	Passenger	Goodyear	Assurance MaxLife	P215/55R18 94H SL ASSURANCE MAXLIFE VSB	P215/55R18	Available	$ 245.41	$ 127.61	$ -
110943545	Passenger	Goodyear	Assurance MaxLife	P215/65R17 98V SL ASSURANCE MAXLIFE VSB	P215/65R17	Available	$ 206.20	$ 107.22	$ -
110932545	Passenger	Goodyear	Assurance MaxLife	P255/60R19 108H SL ASSURANCE MAXLIFE VSB	P255/60R19	Available	$ 277.38	$ 144.24	$ -
767820537	Passenger	Goodyear	Assurance WeatherReady	195/55R16 87H SL ASSURANCE WEATHERREADY	195/55R16	Available	$ 205.65	$ 106.94	$ -
767489537	Passenger	Goodyear	Assurance WeatherReady	195/65R15 91H SL ASSURANCE WEATHERREADY	195/65R15	Available	$ 182.40	$ 94.85	$ -
767524537	Passenger	Goodyear	Assurance WeatherReady	205/55R16 91H SL ASSURANCE WEATHERREADY	205/55R16	Available	$ 199.80	$ 103.90	$ -
767570537	Passenger	Goodyear	Assurance WeatherReady	205/60R16 92V SL ASSURANCE WEATHERREADY	205/60R16	Available	$ 199.15	$ 103.56	$ -
767780537	Passenger	Goodyear	Assurance WeatherReady	205/65R16 95H SL ASSURANCE WEATHERREADY	205/65R16	Available	$ 199.95	$ 103.97	$ -

City of Laredo - Pursuit and LT

Effective 02/01/2023, Expires 01/31/2024

G0008750

Base Price Book Date: April 01, 2022

Product Code	Tire Type	Brand	Tire Line	Size and Description	Size	Item Status	Gov't Base Price Book Date: 4/1/2022	Discounted Agency Price	FET if applicable
767568537	Passenger	Goodyear	Assurance WeatherReady	215/45R17 87V SL ASSURANCE WEATHERREADY	215/45R17	Available	$ 247.65	$ 128.78	$ -
767966537	Passenger	Goodyear	Assurance WeatherReady	215/50R17 95V XL ASSURANCE WEATHERREADY	215/50R17	Available	$ 242.30	$ 126.00	$ -
767507537	Passenger	Goodyear	Assurance WeatherReady	215/55R16 97H XL ASSURANCE WEATHERREADY	215/55R16	Available	$ 206.75	$ 107.51	$ -
767340537	Passenger	Goodyear	Assurance WeatherReady	215/55R17 94V SL ASSURANCE WEATHERREADY	215/55R17	Available	$ 236.85	$ 123.16	$ -
767007537	Passenger	Goodyear	Assurance WeatherReady	215/55R18 95H SL ASSURANCE WEATHERREADY	215/55R18	Available	$ 273.90	$ 142.43	$ -
767829537	Passenger	Goodyear	Assurance WeatherReady	215/60R16 95H SL ASSURANCE WEATHERREADY	215/60R16	Available	$ 200.05	$ 104.03	$ -
767322537	Passenger	Goodyear	Assurance WeatherReady	215/60R17 96H SL ASSURANCE WEATHERREADY	215/60R17	Available	$ 238.05	$ 123.79	$ -
767874537	Passenger	Goodyear	Assurance WeatherReady	215/65R16 98H SL ASSURANCE WEATHERREADY	215/65R16	Available	$ 204.85	$ 106.52	$ -
767875537	Passenger	Goodyear	Assurance WeatherReady	215/65R17 99H SL ASSURANCE WEATHERREADY	215/65R17	Available	$ 239.30	$ 124.44	$ -
767782537	Passenger	Goodyear	Assurance WeatherReady	215/70R16 100T SL ASSURANCE WEATHERREADY	215/70R16	Available	$ 251.45	$ 130.75	$ -
767906537	Passenger	Goodyear	Assurance WeatherReady	225/45R18 95V XL ASSURANCE WEATHERREADY	225/45R18	Available	$ 269.75	$ 140.27	$ -
767372537	Passenger	Goodyear	Assurance WeatherReady	225/50R17 94V SL ASSURANCE WEATHERREADY	225/50R17	Available	$ 269.50	$ 140.14	$ -
767753537	Passenger	Goodyear	Assurance WeatherReady	225/55R17 97H SL ASSURANCE WEATHERREADY	225/55R17	Available	$ 251.10	$ 130.57	$ -
767880537	Passenger	Goodyear	Assurance WeatherReady	225/55R18 98V SL ASSURANCE WEATHERREADY	225/55R18	Available	$ 278.05	$ 144.59	$ -
767407537	Passenger	Goodyear	Assurance WeatherReady	225/60R16 98H SL ASSURANCE WEATHERREADY	225/60R16	Available	$ 211.05	$ 109.75	$ -
767366537	Passenger	Goodyear	Assurance WeatherReady	225/60R17 99H SL ASSURANCE WEATHERREADY	225/60R17	Available	$ 259.05	$ 134.71	$ -
767363537	Passenger	Goodyear	Assurance WeatherReady	225/60R18 100H SL ASSURANCE WEATHERREADY	225/60R18	Available	$ 274.55	$ 142.77	$ -
767517537	Passenger	Goodyear	Assurance WeatherReady	225/65R17 102H SL ASSURANCE WEATHERREADY	225/65R17	Available	$ 246.25	$ 128.05	$ -
767378537	Passenger	Goodyear	Assurance WeatherReady	225/70R16 103T SL ASSURANCE WEATHERREADY	225/70R16	Available	$ 243.95	$ 126.85	$ -
767881537	Passenger	Goodyear	Assurance WeatherReady	235/45R17 97V XL ASSURANCE WEATHERREADY	235/45R17	Available	$ 291.05	$ 151.35	$ -
767871537	Passenger	Goodyear	Assurance WeatherReady	235/45R18 94V SL ASSURANCE WEATHERREADY	235/45R18	Available	$ 289.30	$ 150.44	$ -
767988537	Passenger	Goodyear	Assurance WeatherReady	235/45R19 95V SL ASSURANCE WEATHERREADY	235/45R19	Available	$ 299.12	$ 155.54	$ -
767970537	Passenger	Goodyear	Assurance WeatherReady	235/50R17 96V SL ASSURANCE WEATHERREADY	235/50R17	Available	$ 241.95	$ 125.81	$ -
767876537	Passenger	Goodyear	Assurance WeatherReady	235/50R18 97V SL ASSURANCE WEATHERREADY	235/50R18	Available	$ 294.70	$ 153.24	$ -
767010537	Passenger	Goodyear	Assurance WeatherReady	235/50R19 99V SL ASSURANCE WEATHERREADY	235/50R19	Available	$ 311.25	$ 161.85	$ -
767181537	Passenger	Goodyear	Assurance WeatherReady	235/55R17 99H SL ASSURANCE WEATHERREADY	235/55R17	Available	$ 275.70	$ 143.36	$ -
767877537	Passenger	Goodyear	Assurance WeatherReady	235/55R18 100V SL ASSURANCE WEATHERREADY	235/55R18	Available	$ 305.90	$ 159.07	$ -
767883537	Passenger	Goodyear	Assurance WeatherReady	235/55R19 101V SL ASSURANCE WEATHERREADY	235/55R19	Available	$ 305.75	$ 158.99	$ -
767884537	Passenger	Goodyear	Assurance WeatherReady	235/55R20 102H SL ASSURANCE WEATHERREADY	235/55R20	Available	$ 305.35	$ 158.78	$ -
767488537	Passenger	Goodyear	Assurance WeatherReady	235/60R17 102H SL ASSURANCE WEATHERREADY	235/60R17	Available	$ 258.25	$ 134.29	$ -
767815537	Passenger	Goodyear	Assurance WeatherReady	235/60R18 103H SL ASSURANCE WEATHERREADY	235/60R18	Available	$ 302.10	$ 157.09	$ -
767188537	Passenger	Goodyear	Assurance WeatherReady	235/65R17 104H SL ASSURANCE WEATHERREADY	235/65R17	Available	$ 267.85	$ 139.28	$ -
767885537	Passenger	Goodyear	Assurance WeatherReady	235/65R18 106H SL ASSURANCE WEATHERREADY	235/65R18	Available	$ 299.55	$ 155.77	$ -
767014537	Passenger	Goodyear	Assurance WeatherReady	245/45R18 100V XL ASSUR WEATHERREADY	245/45R18	Available	$ 330.85	$ 172.04	$ -
767870537	Passenger	Goodyear	Assurance WeatherReady	245/50R20 102H SL ASSURANCE WEATHERREADY	245/50R20	Available	$ 328.70	$ 170.92	$ -
767890537	Passenger	Goodyear	Assurance WeatherReady	245/55R19 103H SL ASSURANCE WEATHERREADY	245/55R19	Available	$ 311.10	$ 161.77	$ -
767819537	Passenger	Goodyear	Assurance WeatherReady	245/60R18 105H SL ASSURANCE WEATHERREADY	245/60R18	Available	$ 316.65	$ 164.66	$ -
767905537	Passenger	Goodyear	Assurance WeatherReady	255/50R19 107H XL ASSURANCE WEATHERREADY	255/50R19	Available	$ 356.60	$ 185.43	$ -
767967537	Passenger	Goodyear	Assurance WeatherReady	255/50R20 109V XL ASSURANCE WEATHERREADY	255/50R20	Available	$ 306.65	$ 159.46	$ -
767903537	Passenger	Goodyear	Assurance WeatherReady	255/55R18 109V XL ASSURANCE WEATHERREADY	255/55R18	Available	$ 344.50	$ 179.14	$ -
767891537	Passenger	Goodyear	Assurance WeatherReady	255/55R20 110H XL ASSURANCE WEATHERREADY	255/55R20	Available	$ 314.40	$ 163.49	$ -
767892537	Passenger	Goodyear	Assurance WeatherReady	255/60R19 109H SL ASSURANCE WEATHERREADY	255/60R19	Available	$ 306.75	$ 159.51	$ -
767894537	Passenger	Goodyear	Assurance WeatherReady	255/65R18 111T SL ASSURANCE WEATHERREADY	255/65R18	Available	$ 321.45	$ 167.15	$ -
767957537	Passenger	Goodyear	Assurance WeatherReady	265/60R18 110H SL ASSURANCE WEATHERREADY	265/60R18	Available	$ 317.45	$ 165.07	$ -
104040390	Passenger	Goodyear	Eag F1 Asym A/S ROF	245/40R20 95V EAGLE F1 ASYM A/S ROF	245/40R20	Available	$ 309.47	$ 160.92	$ -
784287347	Passenger	Goodyear	Eag F1 Asym SUV	255/50R19 SL EAG F1 ASYM SUV MO L	255/50R19	Available	$ 293.83	$ 152.79	$ -
112072591	Passenger	Goodyear	Eag F1 SuperSport	255/35ZR20 (97Y) EAG F1 SUPERSPORTNA0	255/35R20	Available	$ 632.33	$ 328.81	$ -
112071591	Passenger	Goodyear	Eag F1 SuperSport	315/30ZR21 (105Y) EAG F1 SUPERSPORTNA 0	315/30R21	Available	$ 732.03	$ 380.66	$ -
104001568	Passenger	Goodyear	Eagle Exhilarate	215/45ZR17 XL 91W EAGLE EXHILARATE	215/45ZR17	Available	$ 215.45	$ 112.03	$ -
104042568	Passenger	Goodyear	Eagle Exhilarate	265/40ZR22 XL 106Y EAGLE EXHILARATE	265/40ZR22	Available	$ 425.25	$ 221.13	$ -
104002568	Passenger	Goodyear	Eagle Exhilarate	225/40ZR18 XL 92Y EAGLE EXHILARATE	225/40ZR18	Available	$ 253.92	$ 132.04	$ -
104003568	Passenger	Goodyear	Eagle Exhilarate	225/40ZR19 XL 93Y EAGLE EXHILARATE	225/40ZR19	Available	$ 298.08	$ 155.00	$ -
104004568	Passenger	Goodyear	Eagle Exhilarate	225/45ZR17 XL 94W EAGLE EXHILARATE	225/45ZR17	Available	$ 209.24	$ 108.80	$ -
104005568	Passenger	Goodyear	Eagle Exhilarate	225/45ZR18 XL 95Y EAGLE EXHILARATE	225/45ZR18	Available	$ 267.15	$ 138.92	$ -
104006568	Passenger	Goodyear	Eagle Exhilarate	225/45ZR19 XL 96W EAGLE EXHILARATE	225/45ZR19	Available	$ 293.60	$ 152.67	$ -
104007568	Passenger	Goodyear	Eagle Exhilarate	225/50ZR18 SL 95W EAGLE EXHILARATE	225/50ZR18	Available	$ 252.37	$ 131.23	$ -
104008568	Passenger	Goodyear	Eagle Exhilarate	235/35ZR19 XL 91Y EAGLE EXHILARATE	235/35ZR19	Available	$ 293.10	$ 152.41	$ -
104033568	Passenger	Goodyear	Eagle Exhilarate	235/40R19 XL 96Y EAGLE EXHILARATE	235/40R19	Available	$ 308.55	$ 160.45	$ -
104046568	Passenger	Goodyear	Eagle Exhilarate	215/45ZR18 XL 93Y EAGLE EXHILARATE	215/45ZR18	Available	$ 240.19	$ 124.90	$ -
104009568	Passenger	Goodyear	Eagle Exhilarate	235/40ZR18 XL 95Y EAGLE EXHILARATE	235/40ZR18	Available	$ 273.18	$ 142.05	$ -
104036568	Passenger	Goodyear	Eagle Exhilarate	245/35R19 XL 93Y EAGLE EXHILARATE	245/35R19	Available	$ 330.28	$ 171.75	$ -
104010568	Passenger	Goodyear	Eagle Exhilarate	245/35ZR18 XL 92Y EAGLE EXHILARATE	245/35ZR18	Available	$ 275.60	$ 143.31	$ -
104011568	Passenger	Goodyear	Eagle Exhilarate	245/40ZR18 XL 97Y EAGLE EXHILARATE	245/40ZR18	Available	$ 277.73	$ 144.42	$ -
104012568	Passenger	Goodyear	Eagle Exhilarate	245/40ZR19 XL 98Y EAGLE EXHILARATE	245/40ZR19	Available	$ 323.55	$ 168.25	$ -
104013568	Passenger	Goodyear	Eagle Exhilarate	245/40ZR20 XL 99Y EAGLE EXHILARATE	245/40ZR20	Available	$ 359.49	$ 186.93	$ -
104014568	Passenger	Goodyear	Eagle Exhilarate	245/45ZR17 XL 99Y EAGLE EXHILARATE	245/45ZR17	Available	$ 251.45	$ 130.75	$ -
104015568	Passenger	Goodyear	Eagle Exhilarate	245/45ZR18 XL 100Y EAGLE EXHILARATE	245/45ZR18	Available	$ 269.62	$ 140.20	$ -
104016568	Passenger	Goodyear	Eagle Exhilarate	245/45ZR19 XL 102Y EAGLE EXHILARATE	245/45ZR19	Available	$ 328.04	$ 170.58	$ -
104017568	Passenger	Goodyear	Eagle Exhilarate	245/45ZR20 XL 103Y EAGLE EXHILARATE	245/45ZR20	Available	$ 335.61	$ 174.47	$ -
104039568	Passenger	Goodyear	Eagle Exhilarate	245/50ZR19 XL 105W EAGLE EXHILARATE	245/50ZR19	Available	$ 322.06	$ 167.47	$ -
104018568	Passenger	Goodyear	Eagle Exhilarate	255/35ZR18 XL 94Y EAGLE EXHILARATE	255/35ZR18	Available	$ 323.55	$ 168.25	$ -
104019568	Passenger	Goodyear	Eagle Exhilarate	255/35ZR19 XL 96Y EAGLE EXHILARATE	255/35ZR19	Available	$ 329.53	$ 171.36	$ -
104020568	Passenger	Goodyear	Eagle Exhilarate	255/40ZR18 XL 99Y EAGLE EXHILARATE	255/40ZR18	Available	$ 292.10	$ 151.89	$ -
104021568	Passenger	Goodyear	Eagle Exhilarate	255/40ZR19 XL 100Y EAGLE EXHILARATE	255/40ZR19	Available	$ 347.19	$ 180.54	$ -
104022568	Passenger	Goodyear	Eagle Exhilarate	255/45ZR19 XL 104Y EAGLE EXHILARATE	255/45ZR19	Available	$ 365.47	$ 190.04	$ -
104023568	Passenger	Goodyear	Eagle Exhilarate	255/50ZR19 XL 107W EAGLE EXHILARATE	255/50ZR19	Available	$ 378.98	$ 197.07	$ -
104024568	Passenger	Goodyear	Eagle Exhilarate	265/35ZR19 XL 98Y EAGLE EXHILARATE	265/35ZR19	Available	$ 359.49	$ 186.93	$ -

City of Laredo - Pursuit and LT

Effective 02/01/2023, Expires 01/31/2024

G0008750

Base Price Book Date: April 01, 2022

Product Code	Tire Type	Brand	Tire Line	Size and Description	Size	Item Status	Gov't Base Price Book Date: 4/1/2022	Discounted Agency Price	FET if applicable
104025568	Passenger	Goodyear	Eagle Exhilarate	265/35ZR20 XL 99Y EAGLE EXHILARATE	265/35ZR20	Available	$ 468.86	$ 243.81	$ -
104026568	Passenger	Goodyear	Eagle Exhilarate	275/30ZR20 XL 97Y EAGLE EXHILARATE	275/30ZR20	Available	$ 374.50	$ 194.74	$ -
104034568	Passenger	Goodyear	Eagle Exhilarate	275/35R19 XL 100Y EAGLE EXHILARATE	275/35R19	Available	$ 350.64	$ 182.33	$ -
104035568	Passenger	Goodyear	Eagle Exhilarate	275/35R20 XL 102Y EAGLE EXHILARATE	275/35R20	Available	$ 338.10	$ 175.81	$ -
104027568	Passenger	Goodyear	Eagle Exhilarate	275/35ZR18 SL 95Y EAGLE EXHILARATE	275/35ZR18	Available	$ 350.52	$ 182.27	$ -
104028568	Passenger	Goodyear	Eagle Exhilarate	275/40ZR18 SL 99Y EAGLE EXHILARATE	275/40ZR18	Available	$ 357.08	$ 185.68	$ -
104029568	Passenger	Goodyear	Eagle Exhilarate	275/40ZR20 XL 106Y EAGLE EXHILARATE	275/40ZR20	Available	$ 371.51	$ 193.19	$ -
104030568	Passenger	Goodyear	Eagle Exhilarate	275/45ZR20 XL 110Y EAGLE EXHILARATE	275/45ZR20	Available	$ 374.96	$ 194.98	$ -
104032568	Passenger	Goodyear	Eagle Exhilarate	285/35ZR19 SL 99Y EAGLE EXHILARATE	285/35ZR19	Available	$ 410.44	$ 213.43	$ -
784044359	Passenger	Goodyear	Eagle F1 Asy 2	225/40R19 89Y SL EAGLE F1 ASYM2 ROF	225/40R19	Available	$ 495.02	$ 257.41	$ -
784194348	Passenger	Goodyear	Eagle F1 Asy 2	235/35ZR20 88Y SL EAGLE F1 ASYM 2 NO F	235/35ZR20	Available	$ 505.77	$ 263.00	$ -
784764348	Passenger	Goodyear	Eagle F1 Asy 2	235/40R18 95Y XL EAGLE F1 ASYMMETRIC2	235/40R18	Available	$ 191.25	$ 99.45	$ -
784168348	Passenger	Goodyear	Eagle F1 Asy 2	235/50R18 101W XL EAGLE F1 ASYMMETRIC2	235/50R18	Discontinued	$ 274.35	$ 142.66	$ -
784140359	Passenger	Goodyear	Eagle F1 Asy 2	245/35R19 93Y XL EAG F1 ASYM2 MOE R ROF	245/35R19	Available	$ 482.48	$ 250.89	$ -
784318348	Passenger	Goodyear	Eagle F1 Asy 2	265/30R19 93Y XL EAGLE F1 ASYMMETRIC2	265/30R19	Available	$ 336.61	$ 175.04	$ -
784066348	Passenger	Goodyear	Eagle F1 Asy 2	265/45ZR18 101Y SL EAGLE F1 ASYM 2 NO R	265/45ZR18	Available	$ 556.26	$ 289.26	$ -
784360348	Passenger	Goodyear	Eagle F1 Asy 2	275/30R19 96Y XL EAGLE F1 ASYMMETRIC2	275/30R19	Available	$ 457.01	$ 237.65	$ -
784075348	Passenger	Goodyear	Eagle F1 Asy 2	285/35R19 99Y SL EAGLE F1 ASYMMETRIC2	285/35R19	Available	$ 429.76	$ 223.48	$ -
783448388	Passenger	Goodyear	Eagle F1 Asy 3	225/35R19 88Y XL EAGLE F1 ASYMMETRIC 3	225/35R19	Available	$ 318.67	$ 165.71	$ -
783390386	Passenger	Goodyear	Eagle F1 Asy 3	245/40ZR20 95Y EAGLE F1 ASYMMETRIC 3	245/40ZR20	Available	$ 465.00	$ 241.80	$ -
783390385	Passenger	Goodyear	Eagle F1 Asy 3	245/40ZR20 95Y EAGLE F1 ASYMMETRIC3 ROF	245/40ZR20	Available	$ 458.39	$ 238.36	$ -
783407388	Passenger	Goodyear	Eagle F1 Asy 3	265/35R22 102W EAGLE F1 ASYMMETRIC 3	265/35R22	Available	$ 234.26	$ 121.82	$ -
783407394	Passenger	Goodyear	Eagle F1 Asy 3	265/35R22 102W EAGLE F1 ASYMMETRIC 3 SCT	265/35R22	Available	$ 356.56	$ 185.41	$ -
783226572	Passenger	Goodyear	Eagle F1 Asy 3	265/40R20 104Y EAGLE F1 ASYM 3 AO	265/40R20	Available	$ 341.26	$ 177.46	$ -
783137544	Passenger	Goodyear	Eagle F1 Asy 3	265/45R21 108H XL EAGLE F1 ASYM 3 SUV A0	265/45R21	Available	$ 528.20	$ 274.66	$ -
783400385	Passenger	Goodyear	Eagle F1 Asy 3	275/35ZR20 98Y EAGLE F1 ASYMMETRIC3 ROF	275/35ZR20	Available	$ 463.74	$ 241.14	$ -
783411388	Passenger	Goodyear	Eagle F1 Asy 3	285/35R22 106W EAGLE F1 ASYMMETRIC 3	285/35R22	Available	$ 233.57	$ 121.46	$ -
783411394	Passenger	Goodyear	Eagle F1 Asy 3	285/35R22 106W EAGLE F1 ASYMMETRIC 3 SCT	285/35R22	Available	$ 381.80	$ 198.54	$ -
783349385	Passenger	Goodyear	Eagle F1 Asy 3	P245/35ZR19 89Y EAGLE F1 ASYMMETRIC3 ROF	P245/35ZR19	Available	$ 472.02	$ 245.45	$ -
783428385	Passenger	Goodyear	Eagle F1 Asy 3	P245/40ZR18 93Y EAGLE F1 ASYMMETRIC3 ROF	P245/40ZR18	Available	$ 419.52	$ 218.15	$ -
783355385	Passenger	Goodyear	Eagle F1 Asy 3	P285/30ZR20 95Y EAGLE F1 ASYMMETRIC3 ROF	P285/30ZR20	Available	$ 536.71	$ 279.09	$ -
783432385	Passenger	Goodyear	Eagle F1 Asy 3	P285/35ZR19 99Y EAGLE F1 ASYMMETRIC3 ROF	P285/35ZR19	Available	$ 525.09	$ 273.05	$ -
783723385	Passenger	Goodyear	Eagle F1 Asy 3 ROF	275/30R20 97Y XL EF1 ASYM3 ROF * RSC MOE	275/30R20	Available	$ 670.39	$ 348.60	$ -
783152388	Passenger	Goodyear	Eagle F1 Asym 3	205/45R17 88W EAGLE F1 ASYM 3 STR MINI	205/45R17	Available	$ 222.25	$ 115.57	$ -
783125388	Passenger	Goodyear	Eagle F1 Asym 3	245/35ZR20 (95Y) XL EAGLE F1 ASYM 3 NA0	245/35ZR20	Available	$ 524.69	$ 272.84	$ -
783126388	Passenger	Goodyear	Eagle F1 Asym 3	305/30ZR21 (104Y) XL EAGLE F1 ASYM 3 NA0	305/30ZR21	Available	$ 659.35	$ 342.86	$ -
783149385	Passenger	Goodyear	Eagle F1 Asym 3 ROF	205/40R18 86W EAGLE F1 ASYMMETRIC3 ROF	205/40R18	Available	$ 308.03	$ 160.18	$ -
783100385	Passenger	Goodyear	Eagle F1 Asym 3 ROF	205/45R17 88W EAGLE F1 ASYMMETRIC3 ROF	205/45R17	Available	$ 277.05	$ 144.07	$ -
783147385	Passenger	Goodyear	Eagle F1 Asym 3 ROF	225/40R20 94Y EAGLE F1 ASYMM3 ROF STRRSC	225/40R20	Available	$ 474.66	$ 246.82	$ -
783153385	Passenger	Goodyear	Eagle F1 Asym 3 ROF	225/45R19 96W EAGLE F1 ASYMM3 ROF STRRSC	225/45R19	Available	$ 446.37	$ 232.11	$ -
783836385	Passenger	Goodyear	Eagle F1 Asym 3 ROF	245/40R19 98Y EF1 ASYM3 ROF * RSC MOE F	245/40R19	Available	$ 440.97	$ 229.30	$ -
783406394	Passenger	Goodyear	Eagle F1 Asym 3 SCT	265/35R21 101Y EAGLE F1 ASYM 3 AO SCT	265/35R21	Available	$ 482.08	$ 250.68	$ -
103001588	Passenger	Goodyear	Eagle F1 Asym 5	255/40R20 101W XL EAGLE F1 ASYM 5 T0	255/40R20	Available	$ 363.00	$ 188.76	$ -
103007595	Passenger	Goodyear	Eagle F1 Asym 5	255/50R19 107Y XL EAGLE F1 ASYM 5 ST FP	255/50R19	Available	$ 519.28	$ 270.03	$ -
103002589	Passenger	Goodyear	Eagle F1 Asym 5 SCT	255/40R20 101W XL EAGLE F1 ASYM 5 SCT T0	255/40R20	Available	$ 409.17	$ 212.77	$ -
104504357	Passenger	Goodyear	Eagle F1 Asym A/S	235/40R19 96W EAGLE F1 ASYM ALL-SEASON	235/40R19	Available	$ 325.28	$ 169.15	$ -
104207357	Passenger	Goodyear	Eagle F1 Asym A/S	235/50R18 97W EAGLE F1 ASYM ALL-SEASON	235/50R18	Available	$ 255.13	$ 132.67	$ -
104388357	Passenger	Goodyear	Eagle F1 Asym A/S	245/40R19 94W EAGLE F1 ASYM ALL-SEASON	245/40R19	Available	$ 286.75	$ 149.11	$ -
104433393	Passenger	Goodyear	Eagle F1 Asym A/S	245/40R20 99W EAGLE F1 ASYM A/S SCT	245/40R20	Available	$ 429.87	$ 223.53	$ -
104433357	Passenger	Goodyear	Eagle F1 Asym A/S	245/40R20 99W EAGLE F1 ASYM ALL-SEASON	245/40R20	Available	$ 373.92	$ 194.44	$ -
104436357	Passenger	Goodyear	Eagle F1 Asym A/S	265/35R20 99W EAGLE F1 ASYM ALL-SEASON	265/35R20	Available	$ 454.94	$ 236.57	$ -
784116398	Passenger	Goodyear	Eagle F1 Asym SUV	235/50R20 104W XL EAG F1 ASYM SUV AT JLR	235/50R20	Available	$ 402.04	$ 209.06	$ -
784135398	Passenger	Goodyear	Eagle F1 Asym SUV	235/50R20 104W XL EAGF1ASYMSUVAT SCT JLR	235/50R20	Available	$ 411.41	$ 213.93	$ -
784036398	Passenger	Goodyear	Eagle F1 Asym SUV	235/60R18 107V XL EAG F1 ASYM SUV AT JLR	235/60R18	Discontinued	$ 332.93	$ 173.12	$ -
784037398	Passenger	Goodyear	Eagle F1 Asym SUV	235/65R17 108V XL EAG F1 ASYM SUV AT JLR	235/65R17	Available	$ 297.22	$ 154.55	$ -
784039398	Passenger	Goodyear	Eagle F1 Asym SUV	245/45R21 104W XL EAG F1 ASYM SUV AT JLR	245/45R21	Available	$ 553.73	$ 287.94	$ -
784074333	Passenger	Goodyear	Eagle F1 Asym SUV	255/55R20 110W EAG F1 ASYM SUV AT XL LR	255/55R20	Available	$ 536.19	$ 278.82	$ -
784389333	Passenger	Goodyear	Eagle F1 Asym SUV	255/55R20 110Y XL EAG F1 ASYM SUV TL LR	255/55R20	Available	$ 660.62	$ 343.52	$ -
784500398	Passenger	Goodyear	Eagle F1 Asym SUV	255/60R18 112W EAGLE F1 ASYM SUV AT JLR	255/60R18	Available	$ 493.29	$ 256.51	$ -
784124398	Passenger	Goodyear	Eagle F1 Asym SUV	255/60R19 113W EAGLE F1 ASYM SUV AT JLR	255/60R19	Available	$ 483.52	$ 251.43	$ -
784072333	Passenger	Goodyear	Eagle F1 Asym SUV	275/45R21 110W EAG F1 ASYM SUV XL LR	275/45R21	Available	$ 546.60	$ 284.23	$ -
784102562	Passenger	Goodyear	Eagle F1 Asym SUV	295/40R22 112W XL EAG F1 ASYM SUV MO1	295/40R22	Available	$ 697.07	$ 362.48	$ -
784806359	Passenger	Goodyear	Eagle F1 Asym2	225/40R18 92W XL EAGLE F1 ASYM2 MOE ROF	225/40R18	Available	$ 326.31	$ 169.68	$ -
784182359	Passenger	Goodyear	Eagle F1 Asym2	225/40R19 93Y XL EAG F1 ASYM2 MOE F ROF	225/40R19	Available	$ 482.25	$ 250.77	$ -
784117392	Passenger	Goodyear	Eagle F1 Asym2	245/40R20 99Y EAGLE F1 ASYM2 MOE ROFSCT	245/40R20	Available	$ 771.77	$ 401.32	$ -
784117359	Passenger	Goodyear	Eagle F1 Asym2	245/40R20 99Y XL EAGLE F1 ASYM2 MOE ROF	245/40R20	Available	$ 670.05	$ 348.43	$ -
784054359	Passenger	Goodyear	Eagle F1 Asym2	255/35R19 92Y SL EAGLE F1 ASYM2 ROF	255/35R19	Available	$ 423.26	$ 220.10	$ -
784204348	Passenger	Goodyear	Eagle F1 Asym2	265/35ZR20 95Y SL EAGLE F1 ASYM 2 NO R	265/35ZR20	Available	$ 599.32	$ 311.65	$ -
784067348	Passenger	Goodyear	Eagle F1 Asym2	265/40ZR19 98Y SL EAGLE F1 ASYM 2 NO R	265/40ZR19	Available	$ 502.72	$ 261.41	$ -
784247560	Passenger	Goodyear	Eagle F1 Asym2	265/50R19 110Y XL EAG F1 ASYM 2 SUV MGT	265/50R19	Available	$ 505.60	$ 262.91	$ -
784118359	Passenger	Goodyear	Eagle F1 Asym2	275/35R20 102Y XL EAGLE F1 ASYM2 MOE ROF	275/35R20	Available	$ 577.30	$ 300.20	$ -
784445348	Passenger	Goodyear	Eagle F1 Asym2	285/40R21 109Y XL EAGLE F1 ASYM 2 SUV A0	285/40R21	Available	$ 767.45	$ 399.07	$ -
783182385	Passenger	Goodyear	Eagle F1 Asym3	225/40R19 93Y EAG F1 ASYM 3 XL ROF *RSC	225/40R19	Available	$ 471.96	$ 245.42	$ -
783115385	Passenger	Goodyear	Eagle F1 Asym3	225/50R18 95W EF1 ASYM3 ROF STR RSC	225/50R18	Available	$ 345.00	$ 179.40	$ -
783129385	Passenger	Goodyear	Eagle F1 Asym3	245/35R20 95Y EAG F1 ASYM 3 XL * RSC MOE	245/35R20	Available	$ 568.68	$ 295.71	$ -
783718394	Passenger	Goodyear	Eagle F1 Asym3	245/35R20 95Y XL EF1 ASYM3SCTROF STR MOE	245/35R20	Available	$ 541.31	$ 281.48	$ -
783141385	Passenger	Goodyear	Eagle F1 Asym3	245/40R19 98Y EF1 ASYM 3 XL ROF *RSC MOE	245/40R19	Available	$ 442.81	$ 230.26	$ -

Pricing is subject to change at any time with or without notice.
Please check the Government Sales website or Tire-HQ for the latest pricing information.

City of Laredo - Pursuit and LT

Effective 02/01/2023, Expires 01/31/2024

G0008750

Base Price Book Date: April 01, 2022

Product Code	Tire Type	Brand	Tire Line	Size and Description	Size	Item Status	Gov't Base Price Book Date: 4/1/2022	Discounted Agency Price	FET if applicable
783836394	Passenger	Goodyear	Eagle F1 Asym3	245/40R19 98Y EF1 ASYM3SCTROF STR MOE	245/40R19	Available	$ 458.16	$ 238.24	$ -
783787388	Passenger	Goodyear	Eagle F1 Asym3	245/40R19 98Y XL EAGLE F1 ASYMMETRIC 3 J	245/40R19	Available	$ 394.80	$ 205.30	$ -
783005385	Passenger	Goodyear	Eagle F1 Asym3	245/45R18 100Y XL EF1 ASYM3 ROF * RSCMOE	245/45R18	Available	$ 493.35	$ 256.54	$ -
783494385	Passenger	Goodyear	Eagle F1 Asym3	255/35R19 96Y EAG F1 ASYM 3 XL ROF *RSC	255/35R19	Available	$ 530.84	$ 276.04	$ -
783363388	Passenger	Goodyear	Eagle F1 Asym3	255/35R20 97Y XL EAGLE F1 ASYMMETRIC 3 J	255/35R20	Available	$ 398.25	$ 207.09	$ -
783146388	Passenger	Goodyear	Eagle F1 Asym3	265/35ZR21 101Y EAGLE F1 ASYM 3 NF0	265/35ZR21	Available	$ 535.61	$ 278.52	$ -
783119544	Passenger	Goodyear	Eagle F1 Asym3	265/45R20 104Y SL EAGLE F1 ASYM 3 SUV N0	265/45R20	Available	$ 458.51	$ 238.43	$ -
783859388	Passenger	Goodyear	Eagle F1 Asym3	265/45ZR19 105(Y) XL EF1 ASYMMETRIC 3 NO	265/45ZR19	Available	$ 1,011.31	$ 525.88	$ -
783857385	Passenger	Goodyear	Eagle F1 Asym3	275/35R19 100Y EF1 ASYM3 ROF * RSC MOE R	275/35R19	Available	$ 521.76	$ 271.32	$ -
783123544	Passenger	Goodyear	Eagle F1 Asym3	295/40R20 106Y SL EAGLE F1 ASYM 3 SUV N0	295/40R20	Available	$ 481.22	$ 250.23	$ -
783917388	Passenger	Goodyear	Eagle F1 Asym3	295/40ZR19 108(Y) XL EF1 ASYMMETRIC 3 NO	295/40ZR19	Available	$ 1,057.37	$ 549.83	$ -
783142388	Passenger	Goodyear	Eagle F1 Asym3	305/30ZR21 104Y EAGLE F1 ASYM 3 NF0	305/30ZR21	Available	$ 669.53	$ 348.16	$ -
783138385	Passenger	Goodyear	EAGLE F1 ASYMMETRIC3 ROF	225/45R18 95Y EAGLE F1 ASYMMETRIC3 ROF	225/45R18	Available	$ 357.08	$ 185.68	$ -
783139385	Passenger	Goodyear	EAGLE F1 ASYMMETRIC3 ROF	255/40R18 99Y EAGLE F1 ASYMMETRIC3 ROF	255/40R18	Available	$ 431.48	$ 224.37	$ -
406375063	Passenger	Goodyear	Eagle F1 GS EMT	P245/45ZR17 89Y S2 EF1 GS EMTB02RPTL	P245/45ZR17	Available	$ 571.90	$ 297.39	$ -
406390063	Passenger	Goodyear	Eagle F1 GS EMT	P275/40ZR18 94Y S2 EF1 GS EMTB02RPTL	P275/40ZR18	Available	$ 655.21	$ 340.71	$ -
406609164	Passenger	Goodyear	Eagle F1 GS-2 EMT	P245/40ZR18 (88Y) LL EF1 GS-2 EMT VSBTL	P245/40ZR18	Available	$ 572.47	$ 297.68	$ -
406610164	Passenger	Goodyear	Eagle F1 GS-2 EMT	P285/35ZR19 (90Y) LL EF1 GS-2 EMT VSBTL	P285/35ZR19	Available	$ 686.21	$ 356.83	$ -
389428128	Passenger	Goodyear	Eagle F1 Supercar	245/45ZR20 99Y SL EAG F1 SUPCAR VSBRPTL	245/45R20	Available	$ 377.09	$ 196.09	$ -
389926128	Passenger	Goodyear	Eagle F1 Supercar	245/45ZR20 99Y SL EAG F1 SUPCAR VSBRPTL	245/45ZR20	Available	$ 374.44	$ 194.71	$ -
389357128	Passenger	Goodyear	Eagle F1 SuperCar	255/35R22 99W XL EAG F1SUPCAR VSBRPTL	255/35R22	Available	$ 338.50	$ 176.02	$ -
389357001	Passenger	Goodyear	Eagle F1 Supercar	255/35R22 99W XL EAGLE F1 SUPERCAR SCT	255/35R22	Available	$ 373.58	$ 194.26	$ -
389398128	Passenger	Goodyear	Eagle F1 Supercar	285/35R22 102W SL EAG F1SUPCAR VSBRPTL	285/35R22	Available	$ 322.35	$ 167.62	$ -
389398001	Passenger	Goodyear	Eagle F1 Supercar	285/35R22 102W SL EAGLE F1 SUPERCAR SCT	285/35R22	Available	$ 365.36	$ 189.99	$ -
389046128	Passenger	Goodyear	Eagle F1 Supercar	P255/45ZR18 99W S2 EAG F1SUPCAR VSBRPTL	P255/45ZR18	Available	$ 317.92	$ 165.32	$ -
389119128	Passenger	Goodyear	Eagle F1 Supercar	P265/40ZR17 91Y S2 EAG F1 SUPCAR VSBRPTL	P265/40ZR17	Available	$ 573.62	$ 298.28	$ -
389027128	Passenger	Goodyear	Eagle F1 Supercar	P285/40ZR18 96W LL EAG F1SUPCAR VSBRPTL	P285/40ZR18	Available	$ 327.52	$ 170.31	$ -
389118128	Passenger	Goodyear	Eagle F1 Supercar	P295/35ZR18 91Y S2 EAG F1 SUPCAR VSBRPTL	P295/35ZR18	Available	$ 700.87	$ 364.45	$ -
797047561	Passenger	Goodyear	EAGLE F1 SUPERCAR 3	245/35ZR19 93Y XL EAGLE F1 SUPERCAR 3	245/35ZR19	Available	$ 364.55	$ 189.57	$ -
797050561	Passenger	Goodyear	EAGLE F1 SUPERCAR 3	245/35ZR20 95Y XL EAGLE F1 SUPERCAR 3	245/35ZR20	Available	$ 431.48	$ 224.37	$ -
797051561	Passenger	Goodyear	EAGLE F1 SUPERCAR 3	245/40ZR18 97Y XL EAGLE F1 SUPERCAR 3	245/40ZR18	Available	$ 294.63	$ 153.21	$ -
797052561	Passenger	Goodyear	EAGLE F1 SUPERCAR 3	245/40ZR19 98Y XL EAGLE F1 SUPERCAR 3	245/40ZR19	Available	$ 354.14	$ 184.15	$ -
797053561	Passenger	Goodyear	EAGLE F1 SUPERCAR 3	245/45ZR17 99Y XL EAGLE F1 SUPERCAR 3	245/45ZR17	Available	$ 282.73	$ 147.02	$ -
797058561	Passenger	Goodyear	EAGLE F1 SUPERCAR 3	245/45ZR20 103Y XL EAGLE F1 SUPERCAR 3	245/45ZR20	Available	$ 394.28	$ 205.03	$ -
797062561	Passenger	Goodyear	EAGLE F1 SUPERCAR 3	255/40ZR18 99Y XL EAGLE F1 SUPERCAR 3	255/40ZR18	Available	$ 342.24	$ 177.96	$ -
797068561	Passenger	Goodyear	EAGLE F1 SUPERCAR 3	255/40ZR19 100Y XL EAGLE F1 SUPERCAR 3	255/40ZR19	Available	$ 376.70	$ 195.88	$ -
797020561	Passenger	Goodyear	EAGLE F1 SUPERCAR 3	255/40ZR20 101Y XL EAGLE F1 SUPERCAR 3	255/40ZR20	Available	$ 434.47	$ 225.92	$ -
797069561	Passenger	Goodyear	EAGLE F1 SUPERCAR 3	255/45ZR20 105Y XL EAGLE F1 SUPERCAR 3	255/45ZR20	Available	$ 392.78	$ 204.25	$ -
797070561	Passenger	Goodyear	EAGLE F1 SUPERCAR 3	265/35ZR19 98Y XL EAGLE F1 SUPERCAR 3	265/35ZR19	Available	$ 449.36	$ 233.67	$ -
797024561	Passenger	Goodyear	EAGLE F1 SUPERCAR 3	265/40ZR19 102Y XL EAGLE F1 SUPERCAR 3	265/40ZR19	Available	$ 438.96	$ 228.26	$ -
797032561	Passenger	Goodyear	EAGLE F1 SUPERCAR 3	275/35R18 95Y SL EAGLE F1 SUPERCAR 3	275/35R18	Available	$ 357.08	$ 185.68	$ -
797076561	Passenger	Goodyear	EAGLE F1 SUPERCAR 3	275/40ZR18 99Y SL EAGLE F1 SUPERCAR 3	275/40ZR18	Available	$ 354.83	$ 184.51	$ -
797079561	Passenger	Goodyear	EAGLE F1 SUPERCAR 3	275/40ZR19 101Y SL EAGLE F1 SUPERCAR 3	275/40ZR19	Available	$ 422.57	$ 219.74	$ -
797080561	Passenger	Goodyear	EAGLE F1 SUPERCAR 3	275/40ZR20 106Y XL EAGLE F1 SUPERCAR 3	275/40ZR20	Available	$ 468.68	$ 243.71	$ -
797788523	Passenger	Goodyear	Eagle F1 Supercar 3	285/30ZR20 95(Y) SL EAGLE F1 SUPERCAR 3	285/30ZR20	Available	$ 429.93	$ 223.56	$ -
797081561	Passenger	Goodyear	EAGLE F1 SUPERCAR 3	285/35ZR19 103Y XL EAGLE F1 SUPERCAR 3	285/35ZR19	Available	$ 444.88	$ 231.34	$ -
797082561	Passenger	Goodyear	EAGLE F1 SUPERCAR 3	285/35ZR20 100Y SL EAGLE F1 SUPERCAR 3	285/35ZR20	Available	$ 498.47	$ 259.20	$ -
797084561	Passenger	Goodyear	EAGLE F1 SUPERCAR 3	295/30ZR19 100Y XL EAGLE F1 SUPERCAR 3	295/30ZR19	Available	$ 490.99	$ 255.31	$ -
797085561	Passenger	Goodyear	EAGLE F1 SUPERCAR 3	295/30ZR20 101Y SL EAGLE F1 SUPERCAR 3	295/30ZR20	Available	$ 505.89	$ 263.06	$ -
797086561	Passenger	Goodyear	EAGLE F1 SUPERCAR 3	305/30ZR19 102Y SL EAGLE F1 SUPERCAR 3	305/30ZR19	Available	$ 522.22	$ 271.55	$ -
797001538	Passenger	Goodyear	Eagle F1 Supercar 3	305/30ZR19 98(Y) SL EAGLE F1 SUPERCAR 3	305/30ZR19	Available	$ 529.75	$ 275.47	$ -
797789523	Passenger	Goodyear	Eagle F1 Supercar 3	305/30ZR20 99(Y) SL EAGLE F1 SUPERCAR 3	305/30ZR20	Available	$ 475.99	$ 247.51	$ -
797088561	Passenger	Goodyear	EAGLE F1 SUPERCAR 3	305/35ZR20 104Y SL EAGLE F1 SUPERCAR 3	305/35ZR20	Available	$ 565.97	$ 294.30	$ -
797002538	Passenger	Goodyear	Eagle F1 Supercar 3	325/30ZR19 101(Y) SL EAGLE F1 SUPERCAR 3	325/30ZR19	Available	$ 596.30	$ 310.08	$ -
797091561	Passenger	Goodyear	EAGLE F1 SUPERCAR 3	325/30ZR19 105Y SL EAGLE F1 SUPERCAR 3	325/30ZR19	Available	$ 502.90	$ 261.51	$ -
797108538	Passenger	Goodyear	Eagle F1 SuperCar 3R	205/45ZR17 88Y XL EAGLE F1 SUPERCAR 3R	205/45ZR17	Available	$ 281.50	$ 146.38	$ -
797103538	Passenger	Goodyear	Eagle F1 SuperCar 3R	205/50ZR15 86Y SL EAGLE F1 SUPERCAR 3R	205/50ZR15	Available	$ 217.24	$ 112.96	$ -
797104538	Passenger	Goodyear	Eagle F1 SuperCar 3R	225/45ZR17 91Y SL EAGLE F1 SUPERCAR 3R	225/45ZR17	Available	$ 327.35	$ 170.22	$ -
797018538	Passenger	Goodyear	Eagle F1 Supercar 3R	235/35ZR19 91(Y) XL EAGLE F1 SUPERCAR 3R	235/35ZR19	Available	$ 388.59	$ 202.07	$ -
797109538	Passenger	Goodyear	Eagle F1 SuperCar 3R	235/40ZR18 95Y XL EAGLE F1 SUPERCAR 3R	235/40ZR18	Available	$ 395.77	$ 205.80	$ -
797110538	Passenger	Goodyear	Eagle F1 SuperCar 3R	245/35ZR19 93Y XL EAGLE F1 SUPERCAR 3R	245/35ZR19	Available	$ 514.80	$ 267.70	$ -
797105538	Passenger	Goodyear	Eagle F1 SuperCar 3R	245/40ZR17 91Y SL EAGLE F1 SUPERCAR 3R	245/40ZR17	Available	$ 336.26	$ 174.86	$ -
797051538	Passenger	Goodyear	Eagle F1 SuperCar 3R	245/40ZR18 97Y XL EAGLE F1 SUPERCAR 3R	245/40ZR18	Available	$ 401.75	$ 208.91	$ -
797040538	Passenger	Goodyear	Eagle F1 Supercar 3R	255/40ZR20 97(Y)SL EAGLE F1 SUPERCAR 3R	255/40ZR20	Available	$ 460.75	$ 239.59	$ -
797107538	Passenger	Goodyear	Eagle F1 Supercar 3R	265/35ZR18 97Y XL EAGLE F1 SUPERCAR 3R	265/35ZR18	Available	$ 470.18	$ 244.49	$ -
797111538	Passenger	Goodyear	Eagle F1 Supercar 3R	265/35ZR19 98(Y) XL EAGLE F1 SUPERCAR 3R	265/35ZR19	Available	$ 477.60	$ 248.35	$ -
797073538	Passenger	Goodyear	Eagle F1 SuperCar 3R	265/40ZR18 101Y XL EAGLE F1 SUPRCAR 3R	265/40ZR18	Available	$ 416.59	$ 216.63	$ -
797092538	Passenger	Goodyear	Eagle F1 Supercar 3R	265/40ZR19 98Y SL EAGLE F1 SUPERCAR 3R	265/40ZR19	Available	$ 532.28	$ 276.79	$ -
797032536	Passenger	Goodyear	Eagle F1 Supercar 3R	275/35ZR18 95Y SL EAGLE F1 SUPERCAR 3R	275/35ZR18	Available	$ 414.92	$ 215.76	$ -
797106538	Passenger	Goodyear	Eagle F1 SuperCar 3R	285/30ZR18 93Y SL EAGLE F1 SUPERCAR 3R	285/30ZR18	Available	$ 490.99	$ 255.31	$ -
797031538	Passenger	Goodyear	Eagle F1 Supercar 3R	285/30ZR20 95(Y) SL EAGLE F1 SUPERCAR 3R	285/30ZR20	Available	$ 595.13	$ 309.47	$ -
797081538	Passenger	Goodyear	Eagle F1 SuperCar 3R	285/35ZR19 103(Y) XL EAGLE F1 SUPRCAR 3R	285/35R19	Available	$ 476.10	$ 247.57	$ -
797082536	Passenger	Goodyear	Eagle F1 Supercar 3R	285/35ZR20 100Y SL EAGLE F1 SUPERCAR 3R	285/35ZR20	Available	$ 525.21	$ 273.11	$ -
797028538	Passenger	Goodyear	Eagle F1 Supercar 3R	305/30ZR20 103(Y)XL EAGLE F1 SUPERCAR 3R	305/30ZR20	Available	$ 647.97	$ 336.94	$ -
412561506	Passenger	Goodyear	Eagle F1 Supercar EMT	P275/35ZR18(87Y)L2 EAG F1 SPRCR EMTVSBTL	P275/35ZR18	Available	$ 741.75	$ 385.71	$ -
412562506	Passenger	Goodyear	Eagle F1 Supercar EMT	P325/30ZR19 94Y L2 EAG F1 SPRCR EMTVSBTL	P325/30ZR19	Available	$ 814.78	$ 423.69	$ -
408561330	Passenger	Goodyear	Eagle F1 Supercar G:2	P275/35ZR18 (87Y) EAG F1 SUPCR G:2 ROF L	P275/35ZR18	Available	$ 474.55	$ 246.77	$ -

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Product Code	Tire Type	Brand	Tire Line	Size and Description	Size	Item Status	Gov't Base Price Book Date: 4/1/2022	Discounted Agency Price	FET if applicable
408561331	Passenger	Goodyear	Eagle F1 Supercar G:2	P275/35ZR18 (87Y) EAGF1 SUPCR G:2 ROF R	P275/35ZR18	Available	$ 474.55	$ 246.77	$ -
408029330	Passenger	Goodyear	Eagle F1 Supercar G:2	P325/30ZR19 (94Y) EAGF1 SUPCR G:2 ROF L	P325/30ZR19	Available	$ 544.47	$ 283.12	$ -
408029331	Passenger	Goodyear	Eagle F1 Supercar G:2	P325/30ZR19 (94Y) EAGF1 SUPCR G:2 ROF R	P325/30ZR19	Available	$ 563.21	$ 292.87	$ -
106182625	Passenger	Goodyear	Eagle GT II	305/50R20 120H X2 EAG GT II VSBRPTL	305/50R20	Discontinued	$ 323.60	$ 168.22	$ -
106137625	Passenger	Goodyear	Eagle GT II	P275/45R20 106V S2 EAG GT II VSBRPTL	P275/45R20	Available	$ 249.32	$ 129.65	$ -
106087625	Passenger	Goodyear	Eagle GT II	P285/50R20 111H S2 EAG GT II VSBRPTL	P285/50R20	Available	$ 204.59	$ 106.39	$ -
706052025	Passenger	Goodyear	Eagle LS	P235/60R17 103S X2 EAGLE LS XNWRPTL	P235/60R17	Available	$ 362.60	$ 188.55	$ -
706567163	Passenger	Goodyear	Eagle LS2	225/50R17 94H SL EAGLE LS2 BLTRPTL	225/50R17	Discontinued	$ 329.70	$ 171.44	$ -
706171163	Passenger	Goodyear	Eagle LS2	225/50R18 95H SL EAGLE LS2 RPTL	225/50R18	Available	$ 175.20	$ 91.10	$ -
706447163	Passenger	Goodyear	Eagle LS2	225/55R17 97H SL EAGLE LS2 RPTL	225/55R17	Available	$ 166.23	$ 86.44	$ -
706038163	Passenger	Goodyear	Eagle LS2	235/45R18 94V SL EAGLE LS2 VSBRPTL	235/45R18	Available	$ 196.42	$ 102.14	$ -
706586163	Passenger	Goodyear	Eagle LS2	235/45R18 94V SL EAGLE LS2 VSBRPTL INM	235/45R18	Available	$ 197.74	$ 102.82	$ -
706377308	Passenger	Goodyear	Eagle LS2	235/45R19 95H SL EAGLE LS2 MOE ROF	235/45R19	Available	$ 474.38	$ 246.68	$ -
706377575	Passenger	Goodyear	Eagle LS2	235/45R19 95H SL EAGLE LS2 ROF FCA	235/45R19	Available	$ 379.21	$ 197.19	$ -
706414308	Passenger	Goodyear	Eagle LS2	235/55R19 101V SL EAGLE LS2 NO F	235/55R19	Available	$ 460.06	$ 239.23	$ -
706356324	Passenger	Goodyear	Eagle LS2	235/55R19 101H SL EAGLE LS2 AO BLTRPTL	235/55R19	Available	$ 387.49	$ 201.49	$ -
706014308	Passenger	Goodyear	Eagle LS2	245/40R18 93H SL EAGLE LS2 BLTRPTL	245/40R18	Available	$ 317.92	$ 165.32	$ -
706387322	Passenger	Goodyear	Eagle LS2	245/40R19 98V XL EAGLE LS2 ROF STR-RSC	245/40R19	Available	$ 554.59	$ 288.39	$ -
706239308	Passenger	Goodyear	Eagle LS2	245/45R18 100H XL EAGLE LS2 AO RPTL	245/45R18	Available	$ 451.09	$ 234.57	$ -
706440322	Passenger	Goodyear	Eagle LS2	245/45R18 100V XL EAGLE LS2 ROF STR-RSC	245/45R18	Available	$ 488.75	$ 254.15	$ -
706110163	Passenger	Goodyear	Eagle LS2	255/50R19 107H XL EAGLE LS2 ROF STR-RSC	255/50R19	Available	$ 360.70	$ 187.56	$ -
706999308	Passenger	Goodyear	Eagle LS2	255/55R18 109H XL EAGLE LS2 BLTRPTL	255/55R18	Discontinued	$ 456.60	$ 237.43	$ -
706939308	Passenger	Goodyear	Eagle LS2	255/55R18 109V XL EAGLE LS2 BLTRPTL	255/55R18	Available	$ 417.34	$ 217.02	$ -
706999163	Passenger	Goodyear	Eagle LS2	255/55R18 109H XL EAGLE LS2 ROF STR-RSC	255/55R18	Available	$ 354.89	$ 184.54	$ -
706598308	Passenger	Goodyear	Eagle LS2	265/50R19 110H XL EAGLE LS2 BLTRPTL	265/50R19	Discontinued	$ 472.45	$ 245.67	$ -
706385308	Passenger	Goodyear	Eagle LS2	265/50R19 110V XL EAGLE LS2 BLT N1 TL	265/50R19	Available	$ 490.36	$ 254.99	$ -
706386308	Passenger	Goodyear	Eagle LS2	275/45R20 110V XL EAGLE LS2 BLT N1 TL	275/45R20	Available	$ 484.84	$ 252.12	$ -
706648163	Passenger	Goodyear	Eagle LS2	P195/65R15 89S SL EAGLE LS2 VSBRPTL	P195/65R15	Available	$ 117.47	$ 61.08	$ -
706611163	Passenger	Goodyear	Eagle LS2	P205/70R16 96T S2 EAGLE LS2 VSBRPTL	P205/70R16	Available	$ 181.70	$ 94.48	$ -
706687163	Passenger	Goodyear	Eagle LS2	P215/50R17 90V SL EAGLE LS2 VSBRPTL	P215/50R17	Discontinued	$ 248.36	$ 129.15	$ -
706569163	Passenger	Goodyear	Eagle LS2	P225/55R18 97H S2 EAGLE LS2 VSBRPTL	P225/55R18	Available	$ 181.70	$ 94.48	$ -
706482163	Passenger	Goodyear	Eagle LS2	P225/65R16 99H SL EAGLE LS2 VSBRPTL	P225/65R16	Discontinued	$ 191.68	$ 99.67	$ -
706018163	Passenger	Goodyear	Eagle LS2	P235/50R18 97H SL EAGLE LS2 VSBRPTL	P235/50R18	Available	$ 265.71	$ 138.17	$ -
706069165	Passenger	Goodyear	Eagle LS2	P275/55R20 111S S2 EAGLE LS2 B01RPTL	P275/55R20	Available	$ 236.56	$ 123.01	$ -
706795168	Passenger	Goodyear	Eagle LS2 ROF	205/50R17 89H SL EAGLE LS2 ROF B BSWTL	205/50R17	Available	$ 581.73	$ 302.50	$ -
706567308	Passenger	Goodyear	Eagle LS2 ROF	225/50R17 94H SL EAGLE LS2 ROF TL	225/50R17	Available	$ 406.01	$ 211.13	$ -
706923322	Passenger	Goodyear	Eagle LS2 ROF	225/55R17 97V SL EAGLE LS2 * ROF BLT TL	225/55R17	Available	$ 409.35	$ 212.86	$ -
706578322	Passenger	Goodyear	Eagle LS2 ROF	245/45R17 95H SL EAGLE LS2 ROF MOE	245/45R17	Available	$ 451.95	$ 235.01	$ -
706280322	Passenger	Goodyear	Eagle LS2 ROF	245/45R19 102V XL EAGLE LS2 * ROF BLT TL	245/45R19	Available	$ 589.43	$ 306.50	$ -
706070322	Passenger	Goodyear	Eagle LS2 ROF	245/50R18 100V SL EAGLE LS2 * ROF BLTTL	245/50R18	Available	$ 538.95	$ 280.25	$ -
706088322	Passenger	Goodyear	Eagle LS2 ROF	245/50R18 100W SL EAGLE LS2 * ROF BLT TL	245/50R18	Available	$ 687.30	$ 357.40	$ -
706794163	Passenger	Goodyear	Eagle LS2 ROF	275/50R20 109H SL EAGLE LS2 ROF MOE	275/50R20	Discontinued	$ 443.73	$ 230.74	$ -
732401500	Passenger	Goodyear	Eagle RS-A	195/60R15 88H SL EAG RS-A VSBRPTL	195/60R15	Available	$ 111.67	$ 58.07	$ -
732222500	Passenger	Goodyear	Eagle RS-A	235/55R18 100V SL EAG RS-A VSB	235/55R18	Available	$ 218.44	$ 113.59	$ -
732603500	Passenger	Goodyear	Eagle RS-A	245/45R20 99V S2 EAG RS-A VSBRPTL	245/45R20	Available	$ 257.08	$ 133.68	$ -
732016500	Passenger	Goodyear	Eagle RS-A	255/45R19 100V SL EAG RS-A VSBRPTL	255/45R19	Available	$ 318.95	$ 165.85	$ -
732007741	Passenger	Goodyear	Eagle RS-A	255/45R20 101V SL EAG RS-A BSL RPTL	255/45R20	Available	$ 385.08	$ 200.24	$ -
732170500	Passenger	Goodyear	Eagle RS-A	P205/55R16 89H S2 EAG RS-A VSBRPTL	P205/55R16	Available	$ 144.04	$ 74.90	$ -
732674500	Passenger	Goodyear	Eagle RS-A	P205/55R16 89H S2 EAG RS-A VSBRPTL	P205/55R16	Available	$ 142.08	$ 73.88	$ -
732682500	Passenger	Goodyear	Eagle RS-A	P215/45R17 87W SL EAG RS-A VSBRPTL	P215/45R17	Available	$ 160.43	$ 83.42	$ -
732262500	Passenger	Goodyear	Eagle RS-A	P215/55R17 93V SL EAG RS-A VSBRPTL	P215/55R17	Available	$ 227.59	$ 118.35	$ -
732646500	Passenger	Goodyear	Eagle RS-A	P225/45R18 91V S2 EAG RS-A VSBRPTL	P225/45R18	Available	$ 193.32	$ 100.53	$ -
732941500	Passenger	Goodyear	Eagle RS-A	P225/55R17 95V S2 EAG RS-A VSBRPTL	P225/55R17	Discontinued	$ 242.29	$ 125.99	$ -
732277500	Passenger	Goodyear	Eagle RS-A	P235/50R17 95V S2 EAG RS-A VSBRPTL	P235/50R17	Discontinued	$ 270.08	$ 140.44	$ -
732770500	Passenger	Goodyear	Eagle RS-A	P235/55R19 101H SL EAG RS-A VSB TL	P235/55R19	Discontinued	$ 400.54	$ 208.28	$ -
732279438	Passenger	Goodyear	Eagle RS-A	P245/45R18 96V S2 EAG RS-A N VSBRPTL	P245/45R18	Available	$ 226.15	$ 117.60	$ -
732899500	Passenger	Goodyear	Eagle RS-A	P245/50R20 102H SL EAG RS-A VSBRPTL	P245/50R20	Available	$ 247.42	$ 128.66	$ -
732612500	Passenger	Goodyear	Eagle RS-A	P245/50R20 102V S2 EAG RS-A VSBRPTL	P245/50R20	Discontinued	$ 398.01	$ 206.97	$ -
732550500	Passenger	Goodyear	Eagle RS-A	P255/50R20 104V S2 EAG RS-A VSBRPTL	P255/50R20	Available	$ 301.88	$ 156.98	$ -
732371500	Passenger	Goodyear	Eagle RS-A	P255/60R17 105H S2 EAG RS-A VSBRPTL	P255/60R17	Discontinued	$ 392.79	$ 204.25	$ -
732587500	Passenger	Goodyear	Eagle RS-A	P255/60R19 108H S2 EAG RS-A VSBRPTL	P255/60R19	Available	$ 270.60	$ 140.71	$ -
732278500	Passenger	Goodyear	Eagle RS-A	P265/50R20 106V S2 EAG RS-A VSBRPTL	P265/50R20	Discontinued	$ 499.65	$ 259.82	$ -
732372500	Passenger	Goodyear	Eagle RS-A	P275/60R17 110H S2 EAG RS-A VSBRPTL	P275/60R17	Available	$ 228.91	$ 119.03	$ -
107548343	Passenger	Goodyear	Eagle RS-A2	245/45ZR20 99Y SL EAGLE RS-A2 VSBTL	245/45ZR20	Available	$ 404.00	$ 210.08	$ -
107172552	Passenger	Goodyear	Eagle RS-A2	P245/45R19 98V SL EAGLE RS-A2 CCC	P245/45R19	Available	$ 388.93	$ 202.24	$ -
107172343	Passenger	Goodyear	Eagle RS-A2	P245/45R19 98V SL EAGLE RS-A2 VSBTL	P245/45R19	Discontinued	$ 228.10	$ 118.61	$ -
109136366	Passenger	Goodyear	Eagle Sport A/S	205/45R17 88V XL EAGLE SPORT A/S VSBTL	205/45R17	Available	$ 192.97	$ 100.34	$ -
109576366	Passenger	Goodyear	Eagle Sport A/S	205/50R17 93V SL EAGLE SPORT A/S VSBTL	205/50R17	Available	$ 201.48	$ 104.77	$ -
109907366	Passenger	Goodyear	Eagle Sport A/S	205/55R16 91V SL EAGLE SPORT A/S VSBTL	205/55R16	Available	$ 175.66	$ 91.34	$ -
109053366	Passenger	Goodyear	Eagle Sport A/S	215/45R17 91W XL EAGLE SPORT A/S VSBTL	215/45R17	Available	$ 188.95	$ 98.25	$ -
109065366	Passenger	Goodyear	Eagle Sport A/S	215/45R18 93W XL EAGLE SPORT A/S VSBTL	215/45R18	Available	$ 226.03	$ 117.54	$ -
109055366	Passenger	Goodyear	Eagle Sport A/S	225/40R18 92W SL EAGLE SPORT A/S VSBTL	225/40R18	Available	$ 220.57	$ 114.70	$ -
109044366	Passenger	Goodyear	Eagle Sport A/S	225/45R17 94W XL EAGLE SPORT A/S VSBTL	225/45R17	Available	$ 189.18	$ 98.37	$ -
109058366	Passenger	Goodyear	Eagle Sport A/S	225/45R18 95W SL EAGLE SPORT A/S VSBTL	225/45R18	Available	$ 229.94	$ 119.57	$ -
109035366	Passenger	Goodyear	Eagle Sport A/S	225/50R16 92V SL EAGLE SPORT A/S VSBTL	225/50R16	Discontinued	$ 168.60	$ 87.67	$ -
109083366	Passenger	Goodyear	Eagle Sport A/S	225/50R17 94W SL EAGLE SPORT A/S VSBTL	225/50R17	Available	$ 208.73	$ 108.54	$ -
109092395	Passenger	Goodyear	Eagle Sport A/S	225/50R18 95V EAGLE SPORT A/S STR ROF	225/50R18	Available	$ 381.17	$ 198.21	$ -

City of Laredo - Pursuit and LT

Effective 02/01/2023, Expires 01/31/2024

G0008750

Base Price Book Date: April 01, 2022

Product Code	Tire Type	Brand	Tire Line	Size and Description	Size	Item Status	Gov't Base Price Book Date: 4/1/2022	Discounted Agency Price	FET if applicable
109485366	Passenger	Goodyear	Eagle Sport A/S	225/55R16 95V SL EAGLE SPORT A/S VSBTL	225/55R16	Discontinued	$ 170.85	$ 88.84	$ -
109143395	Passenger	Goodyear	Eagle Sport A/S	225/55R17 97H EAG SPRT A/S ROF STR MOE	225/55R17	Available	$ 359.72	$ 187.05	$ -
109086382	Passenger	Goodyear	Eagle Sport A/S	225/55R18 98V SL EAGLE SPORT A/S VSBTL	225/55R18	Available	$ 234.14	$ 121.75	$ -
109132366	Passenger	Goodyear	Eagle Sport A/S	225/60R18 100V SL EAGLE SPORT A/S VSBTL	225/60R18	Available	$ 238.80	$ 124.18	$ -
109104366	Passenger	Goodyear	Eagle Sport A/S	235/40R18 91W SL EAGLE SPORT A/S VSBTL	235/40R18	Available	$ 224.65	$ 116.82	$ -
109063366	Passenger	Goodyear	Eagle Sport A/S	235/40R18 95W XL EAGLE SPORT A/S VSBTL	235/40R18	Available	$ 248.11	$ 129.02	$ -
109270366	Passenger	Goodyear	Eagle Sport A/S	235/45R17 94W SL EAGLE SPORT A/S VSBTL	235/45R17	Available	$ 206.31	$ 107.28	$ -
109084366	Passenger	Goodyear	Eagle Sport A/S	235/45R18 94V SL EAGLE SPORT A/S VSBTL	235/45R18	Available	$ 245.47	$ 127.64	$ -
109087366	Passenger	Goodyear	Eagle Sport A/S	235/50R18 97V SL EAGLE SPORT A/S VSBTL	235/50R18	Available	$ 247.42	$ 128.66	$ -
109152569	Passenger	Goodyear	Eagle Sport A/S	235/50R19 99H SL EAGLE SPORT A/S AO	235/50R19	Available	$ 349.83	$ 181.91	$ -
109149569	Passenger	Goodyear	Eagle Sport A/S	235/55R18 100H SL EAGLE SPORT A/S AO	235/55R18	Available	$ 321.31	$ 167.08	$ -
109100366	Passenger	Goodyear	Eagle Sport A/S	235/55R20 102V SL EAGLE SPORT A/S VSBTL	235/55R20	Available	$ 294.63	$ 153.21	$ -
109133366	Passenger	Goodyear	Eagle Sport A/S	235/60R18 107V XL EAGLE SPORT A/S VSBTL	235/60R18	Available	$ 253.35	$ 131.74	$ -
109066366	Passenger	Goodyear	Eagle Sport A/S	245/35R20 95W XL EAGLE SPORT A/S VSBTL	245/35R20	Available	$ 245.01	$ 127.41	$ -
109060366	Passenger	Goodyear	Eagle Sport A/S	245/40R17 91W SL EAGLE SPORT A/S VSBTL	245/40R17	Available	$ 219.25	$ 114.01	$ -
109057366	Passenger	Goodyear	Eagle Sport A/S	245/40R18 93W SL EAGLE SPORT A/S VSBTL	245/40R18	Available	$ 237.88	$ 123.70	$ -
109077366	Passenger	Goodyear	Eagle Sport A/S	245/40R19 94W SL EAGLE SPORT A/S VSBTL	245/40R19	Available	$ 336.70	$ 175.08	$ -
109140395	Passenger	Goodyear	Eagle Sport A/S	245/40R19 98H EAG SPORT A/S ROF STR MOE	245/40R19	Available	$ 433.78	$ 225.57	$ -
109056366	Passenger	Goodyear	Eagle Sport A/S	245/45R18 96W SL EAGLE SPORT A/S VSBTL	245/45R18	Available	$ 263.64	$ 137.09	$ -
109093382	Passenger	Goodyear	Eagle Sport A/S	245/45R18 100 H XL EAGLE SPORT A/S J BLT	245/45R18	Available	$ 277.55	$ 144.33	$ -
109093395	Passenger	Goodyear	Eagle Sport A/S	245/45R18 100H EAGLE SPORT A/S ROF	245/45R18	Available	$ 401.98	$ 209.03	$ -
109069366	Passenger	Goodyear	Eagle Sport A/S	245/45R20 103W XL EAGLE SPORT A/S VSBTL	245/45R20	Available	$ 296.99	$ 154.43	$ -
109089366	Passenger	Goodyear	Eagle Sport A/S	245/50R18 100V SL EAGLE SPORT A/S VSBTL	245/50R18	Available	$ 260.42	$ 135.42	$ -
109111366	Passenger	Goodyear	Eagle Sport A/S	245/50R20 102V SL EAGLE SPORT A/S VSBTL	245/50R20	Available	$ 259.67	$ 135.03	$ -
109142557	Passenger	Goodyear	Eagle Sport A/S	245/50R20 105V XL EAGLE SPORT A/S J BLT	245/50R20	Available	$ 347.07	$ 180.48	$ -
109113366	Passenger	Goodyear	Eagle Sport A/S	245/55R19 103V SL EAGLE SPORT A/S VSBTL	245/55R19	Available	$ 286.87	$ 149.17	$ -
109080366	Passenger	Goodyear	Eagle Sport A/S	255/35R18 94W XL EAGLE SPORT A/S VSBTL	255/35R18	Available	$ 294.92	$ 153.36	$ -
109074366	Passenger	Goodyear	Eagle Sport A/S	255/35R19 96W XL EAGLE SPORT A/S VSBTL	255/35R19	Available	$ 316.88	$ 164.78	$ -
109081366	Passenger	Goodyear	Eagle Sport A/S	255/35R20 97W XL EAGLE SPORT A/S VSBTL	255/35R20	Available	$ 288.42	$ 149.98	$ -
109072366	Passenger	Goodyear	Eagle Sport A/S	255/40R18 99W XL EAGLE SPORT A/S VSBTL	255/40R18	Available	$ 298.18	$ 154.01	$ -
109126569	Passenger	Goodyear	Eagle Sport A/S	255/45R19 104H XL EAGLE SPORT A/S AO	255/45R19	Available	$ 295.21	$ 153.51	$ -
109128382	Passenger	Goodyear	Eagle Sport A/S	255/45R19 104H XL EAGLE SPORT A/S AO SCT	255/45R19	Discontinued	$ 335.17	$ 174.29	$ -
109062366	Passenger	Goodyear	Eagle Sport A/S	255/45R20 101W SL EAGLE SPORT A/S VSBTL	255/45R20	Available	$ 286.87	$ 149.17	$ -
109101395	Passenger	Goodyear	Eagle Sport A/S	255/45R20 105V XL EAGL SPORT A/S ROF MOE	255/45R20	Available	$ 484.04	$ 251.70	$ -
109020366	Passenger	Goodyear	Eagle Sport A/S	255/50R19 107V XL EAGLE SPORT A/S VSBTL	255/50R19	Available	$ 303.20	$ 157.66	$ -
109105366	Passenger	Goodyear	Eagle Sport A/S	255/50R20 109 XL EAGLE SPORT A/S VSBTL	255/50R20	Available	$ 294.63	$ 153.21	$ -
109147557	Passenger	Goodyear	Eagle Sport A/S	255/50R20 109H XL EAGLE SPORT A/S AO	255/80R20	Available	$ 409.75	$ 213.07	$ -
109112366	Passenger	Goodyear	Eagle Sport A/S	255/55R18 109V SL EAGLE SPORT A/S VSBTL	255/55R18	Available	$ 274.97	$ 142.98	$ -
109097395	Passenger	Goodyear	Eagle Sport A/S	255/55R19 111H XL EAGL SPORT A/S ROF AOE	255/55R19	Available	$ 437.92	$ 227.72	$ -
109114366	Passenger	Goodyear	Eagle Sport A/S	255/55R20 107H SL EAGLE SPORT A/S VSBTL	255/55R20	Available	$ 250.70	$ 130.36	$ -
109099382	Passenger	Goodyear	Eagle Sport A/S	255/60R18 108H SL EAGLE SPORT A/S A0 TL	255/60R18	Available	$ 324.70	$ 168.84	$ -
109106399	Passenger	Goodyear	Eagle Sport A/S	255/60R18 108W SL EAGLE SPORT A/S MGT	255/60R18	Discontinued	$ 310.85	$ 161.64	$ -
109110366	Passenger	Goodyear	Eagle Sport A/S	255/60R19 109H XL EAGLE SPORT A/S VSBTL	255/60R19	Available	$ 255.30	$ 132.76	$ -
109098366	Passenger	Goodyear	Eagle Sport A/S	265/45R18 101V SL EAGLE SPORT A/S VSBTL	265/45R18	Available	$ 438.73	$ 228.14	$ -
109146399	Passenger	Goodyear	Eagle Sport A/S	265/50R19 110W XL EAGLE SPORT A/S MGT	265/50R19	Available	$ 467.71	$ 243.21	$ -
109062366	Passenger	Goodyear	Eagle Sport A/S	275/40R20 106W XL EAGLE SPORT A/S VSBTL	275/40R20	Available	$ 310.16	$ 161.28	$ -
109138366	Passenger	Goodyear	Eagle Sport A/S	275/55R20 117V XL EAGLE SPORT A/S VSBTL	275/55R20	Available	$ 265.71	$ 138.17	$ -
109102395	Passenger	Goodyear	Eagle Sport A/S	285/40R20 108V XL EAGL SPORT A/S ROF MOE	285/40R20	Available	$ 634.00	$ 329.68	$ -
109115366	Passenger	Goodyear	Eagle Sport A/S	285/45R22 110H SL EAGLE SPORT A/S VSBTL	285/45R22	Available	$ 322.58	$ 167.74	$ -
102020559	Passenger	Goodyear	Eagle Touring	225/55R19 103H XL EAGLE TOURING NF0	225/55R19	Available	$ 332.87	$ 173.09	$ -
102918387	Passenger	Goodyear	Eagle Touring	235/40R19 96V EAGLE TOURING VSB RPTL	235/40R19	Available	$ 245.47	$ 127.64	$ -
102964559	Passenger	Goodyear	Eagle Touring	235/45R18 98V EAGLE TOURING RPTL	235/45R18	Available	$ 204.55	$ 106.37	$ -
102928387	Passenger	Goodyear	Eagle Touring	235/55R20 102V EAGLE TOURING VSB RPTL	235/55R20	Available	$ 265.45	$ 138.03	$ -
102972387	Passenger	Goodyear	Eagle Touring	245/40R19 94W EAGLE TOURING RPTL	245/40R19	Available	$ 246.30	$ 128.08	$ -
102972396	Passenger	Goodyear	Eagle Touring	245/40R19 94W SL EAGLE TOURING VSBTL SCT	245/40R19	Available	$ 363.75	$ 189.15	$ -
102850387	Passenger	Goodyear	Eagle Touring	245/40R20 95W EAGLE TOURING VSB RPTL	245/40R20	Available	$ 291.55	$ 151.61	$ -
102003387	Passenger	Goodyear	Eagle Touring	245/40R20 99W XL EAGLE TOUR VSB RPTL SCT	245/40R20	Available	$ 394.28	$ 205.03	$ -
102997387	Passenger	Goodyear	Eagle Touring	245/40R20 99W XL EAGLE TOURING VSB RPTL	245/40R20	Available	$ 266.95	$ 138.81	$ -
102839387	Passenger	Goodyear	Eagle Touring	245/45R19 98V EAGLE TOURING VSB RPTL	245/45R19	Available	$ 231.15	$ 120.20	$ -
102015387	Passenger	Goodyear	Eagle Touring	245/45R19 98W EAG TOUR SL VSB RPTL	245/45R19	Available	$ 222.01	$ 115.45	$ -
102015578	Passenger	Goodyear	Eagle Touring	245/45R19 98W EAGLE TOURING SCT VSB RPTL	245/45R19	Available	$ 358.28	$ 186.31	$ -
102011387	Passenger	Goodyear	Eagle Touring	265/45R20 104V SL EAGLE TOURING N0	265/45R20	Available	$ 463.39	$ 240.96	$ -
102994396	Passenger	Goodyear	Eagle Touring	275/40R22 107W EAG TOUR XL SCT VSB RPTL	275/40R22	Available	$ 569.08	$ 295.92	$ -
102994387	Passenger	Goodyear	Eagle Touring	275/40R22 107W EAG TOUR XL VSB RPTL	275/40R22	Available	$ 390.75	$ 203.19	$ -
102021559	Passenger	Goodyear	Eagle Touring	275/45R19 108H XL EAGLE TOURING NF0	275/45R19	Available	$ 407.62	$ 211.96	$ -
102863387	Passenger	Goodyear	Eagle Touring	285/45R22 114H EAGLE TOURING VSB RPTL	285/45R22	Available	$ 246.05	$ 127.95	$ -
102012387	Passenger	Goodyear	Eagle Touring	295/40R20 106V SL EAGLE TOURING N0	295/40R20	Available	$ 486.11	$ 252.78	$ -
102035387	Passenger	Goodyear	Eagle Touring	245/45R20 99V EAGLE TOURING VSB RPTL	245/45R20	Available	$ 343.56	$ 178.65	$ -
102043559	Passenger	Goodyear	Eagle Touring	255/45R20 101H EAGLE TOURING MO	255/45R20	Available	$ 299.50	$ 155.74	$ -
102044559	Passenger	Goodyear	Eagle Touring	255/45R20 105H XL EAGLE TOURING MO	255/45R20	Available	$ 304.75	$ 158.47	$ -
102045559	Passenger	Goodyear	Eagle Touring	235/60R20 108H XL EAGLE TOURING STR	235/60R20	Available	$ 317.20	$ 164.94	$ -
102042559	Passenger	Goodyear	Eagle Touring	305/30R21 104H XL EAGLE TOURING NF0	305/30R21	Available	$ 499.99	$ 259.99	$ -
102041559	Passenger	Goodyear	Eagle Touring	265/35R21 101H XL EAGLE TOURING NF0	265/35R21	Available	$ 468.74	$ 243.74	$ -
112015379	Passenger	Goodyear	Efficient Grip	195/55R16 87W EFFICIENTGRIP PERFROFSTR	195/55R16	Available	$ 387.32	$ 201.41	$ -
112031344	Passenger	Goodyear	Efficient Grip	225/45R18 91V EFFICIENTGRIP* ROF STR-RSC	225/45R18	Available	$ 338.65	$ 176.10	$ -
112005344	Passenger	Goodyear	Efficient Grip	225/45R18 91Y SL EFFICIENTGRIP* ROF TL	225/45R18	Available	$ 372.95	$ 193.93	$ -
112014344	Passenger	Goodyear	Efficient Grip	235/45R19 95V SL EFFICIENTGRIP MOE ROF	235/45R19	Available	$ 420.61	$ 218.72	$ -

City of Laredo - Pursuit and LT

Effective 02/01/2023, Expires 01/31/2024

G0008750

Base Price Book Date: April 01, 2022

Product Code	Tire Type	Brand	Tire Line	Size and Description	Size	Item Status	Gov't Base Price Book Date: 4/1/2022	Discounted Agency Price	FET if applicable
112020391	Passenger	Goodyear	Efficient Grip	245/45R19 102Y EFFICIENTGRIP MOE ROFSCT	245/45R19	Discontinued	$ 665.63	$ 346.13	$ -
112006344	Passenger	Goodyear	Efficient Grip	255/40R18 95Y SL EFFICIENTGRIP* ROF TL	255/40R18	Available	$ 409.75	$ 213.07	$ -
112073534	Passenger	Goodyear	Efficient Grip Perf	225/55R17 97W SL EFFIECIENTGRIP PERF STR	225/55R17	Available	$ 187.51	$ 97.51	$ -
112228344	Passenger	Goodyear	Efficient Grip ROF	255/40R19 100Y XL EFFICIENTGRIP* ROF A0	255/40R19	Available	$ 693.62	$ 360.68	$ -
484159635	Passenger	Goodyear	ElectricDrive GT	255/45R19 XL ELECTRICDRIVE GT	255/45R19	New 2022	$ 331.25	$ 172.25	$ -
484165656	Passenger	Goodyear	ElectricDrive GT SCT	235/45R18 XL 98W ELECTRICDRIVE GT SCT	235/45R18	New 2022	$ 350.00	$ 182.00	$ -
484163656	Passenger	Goodyear	ElectricDrive GT SCT	235/40R19 96W XL ELECTRICDRIVE GT SCT	235/40R19	New 2022	$ 368.75	$ 191.75	$ -
484159656	Passenger	Goodyear	ElectricDrive GT SCT	255/45R19 XL 104W ELECTRICDRIVE GT SCT	255/45R19	New 2022	$ 387.50	$ 201.50	$ -
763002657	Passenger	Goodyear	ElectricDrive SCT	215/50R17 95V XL ELECTRICDRIVE SCT VSB	215/50R17	New 2022	$ 281.11	$ 146.18	$ -
763003657	Passenger	Goodyear	ElectricDrive SCT	215/55R17 94V SL ELECTRICDRIVE SCT VSB	215/55R17	New 2022	$ 269.06	$ 139.91	$ -
111003513	Passenger	Goodyear	Excellence	245/40R19 98Y XL EXCELLENCE ROF STR-RSC	245/40R19	Available	$ 472.19	$ 245.54	$ -
684011293	Passenger	Goodyear	Excellence	255/45R20 101W SL EXCELLENCE AO BLTTL	255/45R20	Available	$ 520.95	$ 270.89	$ -
111045513	Passenger	Goodyear	Excellence ROF	245/40R20 99Y XL EXCELLENCE ROF BLTTL	245/40R20	Available	$ 665.33	$ 345.97	$ -
111016513	Passenger	Goodyear	Excellence ROF	245/45R19 98Y SL EXCELLENCE ROF BLTTL	245/45R19	Available	$ 627.56	$ 326.33	$ -
111446513	Passenger	Goodyear	Excellence ROF	275/35R19 96Y SL EXCELLENCE * ROF BLT TL	275/35R19	Available	$ 616.86	$ 320.77	$ -
111048513	Passenger	Goodyear	Excellence ROF	275/35R20 102Y XL EXCELLENCE ROF BLTTL	275/35R20	Available	$ 754.00	$ 392.08	$ -
111017513	Passenger	Goodyear	Excellence ROF	275/40R19 101Y SL EXCELLENCE ROF BLTTL	275/40R19	Available	$ 846.17	$ 440.01	$ -
402602047	Passenger	Goodyear	Integrity	185/55R15 82T SL INTEGRITY VSB TL	185/55R15	Available	$ 165.54	$ 86.08	$ -
402479047	Passenger	Goodyear	Integrity	225/65R17 101S SL INTEGRITY VSBRPTL	225/65R17	Available	$ 208.73	$ 108.54	$ -
117847373	Passenger	Goodyear	ULT Grip 8	235/60R18 100H SL ULT GRIP 8 PERFORMANCE	255/60R18	Available	$ 338.60	$ 176.07	$ -
117838373	Passenger	Goodyear	Ultra Grip 8 Performance	285/45R20 112V XL ULT GRIP 8 PERFORM A0	285/45R20	Available	$ 551.10	$ 286.57	$ -
117195564	Passenger	Goodyear	Ultra Grip Performance	255/55R19 111H XL ULTRA GRIP PERF G-1 AO	255/55R19	Available	$ 410.45	$ 213.43	$ -
766739355	Passenger	Goodyear	Ultra Grip Winter	185/60R15 84T SL ULTRA GRIP WINTER TL	185/60R15	Available	$ 127.45	$ 66.27	$ -
766709358	Passenger	Goodyear	Ultra Grip Winter	195/55R15 85T SL ULTRA GRIP WINTER TL	195/55R15	Available	$ 149.90	$ 77.95	$ -
787064580	Passenger	Goodyear	Ultragrip Performance	225/50R17 ULTRAGRIP PERFORMANCE GEN-1	225/50R17	Available	$ 349.00	$ 181.48	$ -
187002565	Passenger	Goodyear	WinterCommand	185/65R15 88T SL WINTERCOMMAND BSL	185/65R15	Available	$ 131.60	$ 68.43	$ -
187038565	Passenger	Goodyear	WinterCommand	195/60R15 88T SL WINTERCOMMAND	195/60R15	Available	$ 136.65	$ 71.06	$ -
187003565	Passenger	Goodyear	WinterCommand	195/65R15 91T SL WINTERCOMMAND BSL	195/65R15	Available	$ 137.15	$ 71.32	$ -
187022565	Passenger	Goodyear	WinterCommand	205/55R16 94T XL WINTERCOMMAND BSL	205/55R16	Discontinued	$ 174.25	$ 90.61	$ -
187017565	Passenger	Goodyear	WinterCommand	205/60R16 92T SL WINTERCOMMAND BSL	205/60R16	Available	$ 155.45	$ 80.83	$ -
187004565	Passenger	Goodyear	WinterCommand	205/65R15 94T SL WINTERCOMMAND BSL	205/65R15	Available	$ 140.10	$ 72.85	$ -
187011565	Passenger	Goodyear	WinterCommand	205/65R16 95T SL WINTERCOMMAND BSL	205/65R16	Discontinued	$ 156.10	$ 81.17	$ -
187023565	Passenger	Goodyear	WinterCommand	215/55R16 97T XL WINTERCOMMAND BSL	215/55R16	Discontinued	$ 176.75	$ 91.91	$ -
187018565	Passenger	Goodyear	WinterCommand	215/60R16 95T SL WINTERCOMMAND BSL	215/60R16	Available	$ 165.85	$ 86.24	$ -
187024565	Passenger	Goodyear	WinterCommand	215/65R17 99T SL WINTERCOMMAND BSL	215/65R17	Discontinued	$ 184.75	$ 96.07	$ -
187036565	Passenger	Goodyear	WinterCommand	225/50R17 98T XL WINTERCOMMAND BSL	225/50R17	Discontinued	$ 231.50	$ 120.38	$ -
187033565	Passenger	Goodyear	WinterCommand	225/55R17 97T SL WINTERCOMMAND BSL	225/55R17	Discontinued	$ 200.25	$ 104.13	$ -
187020565	Passenger	Goodyear	WinterCommand	225/60R16 98T SL WINTERCOMMAND BSL	225/60R16	Available	$ 168.20	$ 87.46	$ -
187030565	Passenger	Goodyear	WinterCommand	225/60R17 99T SL WINTERCOMMAND BSL	225/60R17	Discontinued	$ 220.10	$ 114.45	$ -
187057565	Passenger	Goodyear	WinterCommand	225/60R18 100T SL WINTERCOMMAND BSL	225/60R18	Discontinued	$ 215.20	$ 111.90	$ -
187014565	Passenger	Goodyear	WinterCommand	225/65R16 100T SL WINTERCOMMAND SL	225/65R16	Available	$ 181.90	$ 94.59	$ -
187026565	Passenger	Goodyear	WinterCommand	225/65R17 102T SL WINTERCOMMAND BSL	225/65R17	Discontinued	$ 205.75	$ 106.99	$ -
187063565	Passenger	Goodyear	WinterCommand	235/50R18 97T SL WINTERCOMMAND BSL	235/50R18	Discontinued	$ 267.20	$ 138.94	$ -
187034565	Passenger	Goodyear	WinterCommand	235/55R17 99T SL WINTERCOMMAND BSL	235/55R17	Discontinued	$ 209.85	$ 109.12	$ -
187061565	Passenger	Goodyear	WinterCommand	235/55R18 100T SL WINTERCOMMAND BSL	235/55R18	Discontinued	$ 258.45	$ 134.39	$ -
187031565	Passenger	Goodyear	WinterCommand	235/60R17 102T SL WINTERCOMMAND BSL	235/60R17	Discontinued	$ 230.10	$ 119.65	$ -
187027565	Passenger	Goodyear	WinterCommand	235/65R17 104T SL WINTERCOMMAND BSL	235/65R17	Discontinued	$ 222.95	$ 115.93	$ -
187010565	Passenger	Goodyear	WinterCommand	235/70R16 106T SL WINTERCOMMAND SL	235/70R16	Discontinued	$ 199.25	$ 103.61	$ -
187065565	Passenger	Goodyear	WinterCommand	245/55R19 103T SL WINTERCOMMAND BSL	245/55R19	Discontinued	$ 287.60	$ 149.55	$ -
187059565	Passenger	Goodyear	WinterCommand	245/60R18 105T SL WINTERCOMMAND BSL	245/60R18	Discontinued	$ 263.65	$ 137.10	$ -
781030579	Passenger	GOODYEAR	WinterCommand Ultra	175/65R15 84H SL WNTRCMD ULTRA	175/65R15	Available	$ 143.70	$ 74.72	$ -
781032579	Passenger	GOODYEAR	WinterCommand Ultra	185/55R16 83T SL WNTRCMD ULTRA	185/55R16	Available	$ 183.05	$ 95.19	$ -
781033579	Passenger	GOODYEAR	WinterCommand Ultra	185/60R15 84T SL WNTRCMD ULTRA	185/60R15	Available	$ 151.55	$ 78.81	$ -
781019579	Passenger	Goodyear	WinterCommand Ultra	185/65R15 88T SL WNTRCMD ULTRA	185/65R15	Available	$ 148.49	$ 77.21	$ -
781001579	Passenger	Goodyear	WinterCommand Ultra	195/65R15 91T SL WNTRCMD ULTRA	195/65R15	Available	$ 154.50	$ 80.34	$ -
781018579	Passenger	Goodyear	WinterCommand Ultra	205/50R17 93H XL WNTRCMD ULTRA	205/50R17	Available	$ 244.00	$ 126.88	$ -
781002579	Passenger	Goodyear	WinterCommand Ultra	205/55R16 94H XL WNTRCMD ULTRA	205/55R16	Available	$ 201.05	$ 104.55	$ -
781007579	Passenger	Goodyear	WinterCommand Ultra	205/60R16 96H XL WNTRCMD ULTRA	205/60R16	Available	$ 178.65	$ 92.90	$ -
781020579	Passenger	Goodyear	WinterCommand Ultra	205/65R16 99H XL WNTRCMD ULTRA	205/65R16	Available	$ 181.65	$ 94.46	$ -
781015579	Passenger	Goodyear	WinterCommand Ultra	215/45R17 91H XL WNTRCMD ULTRA	215/45R17	Available	$ 251.15	$ 130.60	$ -
781016579	Passenger	Goodyear	WinterCommand Ultra	215/50R17 95H XL WNTRCMD ULTRA	215/50R17	Available	$ 258.45	$ 134.39	$ -
781006579	Passenger	Goodyear	WinterCommand Ultra	215/55R16 97H XL WNTRCMD ULTRA	215/55R16	Available	$ 208.45	$ 108.39	$ -
781005579	Passenger	Goodyear	WinterCommand Ultra	215/55R17 98H XL WNTRCMD ULTRA	215/55R17	Available	$ 225.75	$ 117.39	$ -
781003579	Passenger	Goodyear	WinterCommand Ultra	215/60R16 99H XL WNTRCMD ULTRA	215/60R16	Available	$ 187.90	$ 97.71	$ -
781010579	Passenger	Goodyear	WinterCommand Ultra	215/65R16 102T XL WNTRCMD ULTRA	215/65R16	Available	$ 203.45	$ 105.79	$ -
781021579	Passenger	Goodyear	WinterCommand Ultra	215/65R17 103T XL WNTRCMD ULTRA	215/65R17	Available	$ 209.90	$ 109.15	$ -
781035579	Passenger	GOODYEAR	WinterCommand Ultra	225/40R18 92V XL WNTRCMD ULTRA	225/40R18	Available	$ 305.05	$ 158.63	$ -
781022579	Passenger	Goodyear	WinterCommand Ultra	225/45R17 94H XL WNTRCMD ULTRA	225/45R17	Available	$ 268.45	$ 139.59	$ -
781013579	Passenger	Goodyear	WinterCommand Ultra	225/45R18 95V XL WNTRCMD ULTRA	225/45R18	Available	$ 294.55	$ 153.17	$ -
781011579	Passenger	Goodyear	WinterCommand Ultra	225/50R17 98H XL WNTRCMD ULTRA	225/50R17	Available	$ 273.10	$ 142.01	$ -
781017579	Passenger	Goodyear	WinterCommand Ultra	225/50R18 99H XL WNTRCMD ULTRA	225/50R18	Available	$ 283.70	$ 147.52	$ -
781009579	Passenger	Goodyear	WinterCommand Ultra	225/55R17 101H XL WNTRCMD ULTRA	225/55R17	Available	$ 239.80	$ 124.70	$ -
781067579	Passenger	GOODYEAR	WinterCommand Ultra	225/55R18 102V XL WNTRCMD ULTRA	225/55R18	Available	$ 271.60	$ 141.23	$ -
781012579	Passenger	Goodyear	WinterCommand Ultra	225/60R16 102H XL WNTRCMD ULTRA	225/60R16	Available	$ 193.05	$ 100.39	$ -
781023579	Passenger	Goodyear	WinterCommand Ultra	225/60R18 100H SL WNTRCMD ULTRA	225/60R18	Available	$ 266.60	$ 138.63	$ -
781063579	Passenger	GOODYEAR	WinterCommand Ultra	225/65R17 102H SL WNTRCMD ULTRA	225/65R17	Available	$ 226.35	$ 117.70	$ -
781037579	Passenger	GOODYEAR	WinterCommand Ultra	235/40R19 96V XL WNTRCMD ULTRA	235/40R19	Available	$ 338.50	$ 176.02	$ -

City of Laredo - Pursuit and LT

Effective 02/01/2023, Expires 01/31/2024

G0008750

Base Price Book Date: April 01, 2022

Product Code	Tire Type	Brand	Tire Line	Size and Description	Size	Item Status	Gov't Base Price Book Date: 4/1/2022	Discounted Agency Price	FET if applicable
781073579	Passenger	GOODYEAR	WinterCommand Ultra	235/45R18 99V XL WNTRCMD ULTRA	235/45R18	Available	$ 297.15	$ 154.52	$ -
781072579	Passenger	GOODYEAR	WinterCommand Ultra	235/45R19 99V XL WNTRCMD ULTRA	235/45R19	Available	$ 324.75	$ 168.87	$ -
781040579	Passenger	GOODYEAR	WinterCommand Ultra	235/50R18 101V XL WNTRCMD ULTRA	235/50R18	Available	$ 291.25	$ 151.45	$ -
781041579	Passenger	GOODYEAR	WinterCommand Ultra	235/50R19 103H XL WNTRCMD ULTRA	235/50R19	Available	$ 314.90	$ 163.75	$ -
781008579	Passenger	Goodyear	WinterCommand Ultra	235/55R17 99H SL WNTRCMD ULTRA	235/55R17	Available	$ 259.50	$ 134.94	$ -
781014579	Passenger	Goodyear	WinterCommand Ultra	235/55R18 100H SL WNTRCMD ULTRA	235/55R18	Available	$ 281.97	$ 146.62	$ -
781043579	Passenger	GOODYEAR	WinterCommand Ultra	235/55R20 102H SL WNTRCMD ULTRA	235/55R20	Available	$ 368.05	$ 191.39	$ -
781027579	Passenger	Goodyear	WinterCommand Ultra	235/60R18 107H XL WNTRCMD ULTRA	235/60R18	Available	$ 289.65	$ 150.62	$ -
781064579	Passenger	GOODYEAR	WinterCommand Ultra	235/65R17 104H SL WNTRCMD ULTRA	235/65R17	Available	$ 240.15	$ 124.88	$ -
781066579	Passenger	GOODYEAR	WinterCommand Ultra	235/65R18 106V SL WNTRCMD ULTRA	235/65R18	Available	$ 269.60	$ 140.19	$ -
781044579	Passenger	GOODYEAR	WinterCommand Ultra	245/40R18 97V XL WNTRCMD ULTRA	245/40R18	Available	$ 310.95	$ 161.69	$ -
781046579	Passenger	GOODYEAR	WinterCommand Ultra	245/45R18 100V XL WNTRCMD ULTRA	245/45R18	Available	$ 314.90	$ 163.75	$ -
781060579	Passenger	GOODYEAR	WinterCommand Ultra	245/45R19 102V XL WNTRCMD ULTRA	245/45R19	Available	$ 344.40	$ 179.09	$ -
781068579	Passenger	GOODYEAR	WinterCommand Ultra	245/50R20 102V SL WNTRCMD ULTRA	245/50R20	Available	$ 334.60	$ 173.99	$ -
781071579	Passenger	GOODYEAR	WinterCommand Ultra	245/55R19 107V SL WNTRCMD ULTRA	245/55R19	Available	$ 324.75	$ 168.87	$ -
781065579	Passenger	Goodyear	WinterCommand Ultra	245/60R18 105V SL WNTRCMD ULTRA	245/60R18	Available	$ 283.40	$ 147.37	$ -
781050579	Passenger	GOODYEAR	WinterCommand Ultra	255/45R20 105V XL WNTRCMD ULTRA	255/45R20	Available	$ 364.10	$ 189.33	$ -
781069579	Passenger	GOODYEAR	WinterCommand Ultra	255/50R20 109V XL WNTRCMD ULTRA	255/50R20	Available	$ 358.20	$ 186.26	$ -
781059579	Passenger	GOODYEAR	WinterCommand Ultra	255/55R19 111H XL WNTRCMD ULTRA	255/55R19	Available	$ 344.40	$ 179.09	$ -
781070579	Passenger	GOODYEAR	WinterCommand Ultra	265/50R20 107V SL WNTRCMD ULTRA	265/50R20	Available	$ 381.85	$ 198.56	$ -
781057579	Passenger	GOODYEAR	WinterCommand Ultra	275/45R20 110H XL WNTRCMD ULTRA	275/45R20	Available	$ 393.65	$ 204.70	$ -
755667383	Light Truck	Goodyear	Assurance CS Fuel Max	225/65R17 102H SL ASSUR CS FUEL MAX VSB	225/65R17	Available	$ 243.92	$ 126.84	$ -
755907383	Light Truck	Goodyear	Assurance CS Fuel Max	255/65R18 111T SL ASSUR CS FUEL MAX VSB	255/65R18	Available	$ 286.01	$ 148.73	$ -
771811118	Light Truck	Goodyear	Cargo	205/65R15C 102/100R LR-C CARGO G26 BLTTL	205/65R15C	Available	$ 246.65	$ 128.26	$ -
771855581	Light Truck	Goodyear	Cargo Vector 2	225/55R17C 104H CARGO VECTOR 2	225/55R17C	Available	$ 279.00	$ 145.08	$ -
724864519	Light Truck	Goodyear	Endurance Trailer	ST205/75R14 105N LR-D ENDURANCE BSW TL	ST205/75R14	Available	$ 167.25	$ 86.97	$ -
724861519	Light Truck	Goodyear	Endurance Trailer	ST205/75R15 107N LR-D ENDURANCE BSW TL	ST205/75R15	Available	$ 170.85	$ 88.84	$ -
724865519	Light Truck	Goodyear	Endurance Trailer	ST215/75R14 108N LR-D ENDURANCE BSW TL	ST215/75R14	Available	$ 169.05	$ 87.91	$ -
724857519	Light Truck	Goodyear	Endurance Trailer	ST225/75R15 117N LR-E ENDURANCE BSW TL	ST225/75R15	Available	$ 188.70	$ 98.12	$ -
724858519	Light Truck	Goodyear	Endurance Trailer	ST235/80R16 123N LR-E ENDURANCE BSW TL	ST235/80R16	Available	$ 233.30	$ 121.32	$ -
724860519	Light Truck	Goodyear	Endurance Trailer	ST235/85R16 125N LR-E ENDURANCE BSW TL	ST235/85R16	Available	$ 256.90	$ 133.59	$ 1.32
724862519	Light Truck	Goodyear	Endurance Trailer	ST255/85R16 129N LR-E ENDURANCE BSW TL	ST255/85R16	Available	$ 293.55	$ 152.65	$ 5.48
357013294	Light Truck	Goodyear	Fierce Attitude M/T	35X12.50R20LT 121Q E FIERCE ATTITUDE M/T	35X12.50R20LT	Available	$ 473.00	$ 245.96	$ -
151093203	Light Truck	Goodyear	Fortera HL	265/50R20 107T SL FORTERA HL VSB TL	265/50R20	Available	$ 264.04	$ 137.30	$ -
151284203	Light Truck	Goodyear	Fortera HL	P245/65R17 105T S2 FORTERA HL VSB TL	P245/65R17	Available	$ 202.17	$ 105.13	$ -
151056203	Light Truck	Goodyear	Fortera HL	P245/70R17 108T SL FORTERA HL VSB TL	P245/70R17	Available	$ 233.34	$ 121.34	$ -
151559248	Light Truck	Goodyear	Fortera HL	P255/65R18 109S S2 FORTERA HL TL	P255/65R18	Available	$ 316.60	$ 164.63	$ -
151774163	Light Truck	Goodyear	Fortera SL	305/40R22 114H S2 FORTERA SL VSB TL	305/40R22	Available	$ 413.08	$ 214.80	$ -
151775163	Light Truck	Goodyear	Fortera SL	305/45R22 118H S2 FORTERA SL VSB TL	305/45R22	Available	$ 405.84	$ 211.04	$ -
132246788	Light Truck	Goodyear	WinterCommand LT	265/65R18 114S SL WINTERCOMMAND (P)	265/65R18	Discontinued	$ 282.20	$ 146.74	$ -
132204788	Light Truck	Goodyear	WinterCommand LT	265/70R16 112S SL WINTERCOMMAND (P)	265/70R16	Discontinued	$ 236.50	$ 122.98	$ -
132201788	Light Truck	Goodyear	WinterCommand LT	265/70R17 115S WINTERCOMMAND (P) SL	265/70R17	Discontinued	$ 255.25	$ 132.73	$ -
184140786	Light Truck	Goodyear	WinterCommand LT	LT245/70R17 119Q E WINTERCOMMAND LT TL	LT245/70R17	Discontinued	$ 310.15	$ 161.28	$ -
184290786	Light Truck	Goodyear	WinterCommand LT	LT245/75R17 121Q E WINTERCOMMAND LT TL	LT245/75R17	Discontinued	$ 317.70	$ 165.20	$ -
184153786	Light Truck	Goodyear	WinterCommand LT	LT265/75R16 123Q E WINTERCOMMAND LT	LT265/75R16	Discontinued	$ 303.60	$ 157.87	$ -
781076579	Light Truck	GOODYEAR	WinterCommand Ultra	235/55R19 105H XL WNTRCMD ULTRA	235/55R19	Available	$ 309.00	$ 160.68	$ -
740036515	Light Truck	Goodyear	Wrangler AT	LT195/75R14 C WRL AT HBW TL	LT195/75R14	Available	$ 317.70	$ 165.20	$ -
758089572	Light Truck	Goodyear	Wrangler AT Adventure	235/75R17 109T SL WRL AT ADVENTURE BSL	235/75R17	Available	$ 282.38	$ 146.84	$ -
758592572	Light Truck	Goodyear	Wrangler AT Adventure	245/65R17 107T SL WRL AT ADVENTURE BSL	245/65R17	Available	$ 290.61	$ 151.12	$ -
758060572	Light Truck	Goodyear	Wrangler AT Adventure	245/70R17 110T SL WRL AT ADVENTURE BSL	245/70R17	Available	$ 308.83	$ 160.59	$ -
758059571	Light Truck	Goodyear	Wrangler AT Adventure	245/75R16 111T SL WRL AT ADVENTURE OWL	245/75R16	Available	$ 308.42	$ 159.34	$ -
758177707	Light Truck	Goodyear	Wrangler AT Adventure	245/75R17 112T SL WRL AT ADVENTURE BSW	245/75R17	Available	$ 215.17	$ 111.89	$ -
758264845	Light Truck	Goodyear	Wrangler AT Adventure	255/60R20 113H WRL A/T ADVENTURE JLR	255/60R20	Available	$ 359.95	$ 187.17	$ -
758069572	Light Truck	Goodyear	Wrangler AT Adventure	255/65R17 110T SL WRL AT ADVENTURE BSL	255/65R17	Available	$ 235.00	$ 122.20	$ -
758263845	Light Truck	Goodyear	Wrangler AT Adventure	255/65R19 114H WRL A/T ADVENTURE JLR	255/65R19	Available	$ 332.06	$ 172.67	$ -
758067571	Light Truck	Goodyear	Wrangler AT Adventure	255/70R17 112T SL WRL AT ADVENTURE OWL	255/70R17	Available	$ 308.55	$ 160.45	$ -
758074707	Light Truck	Goodyear	Wrangler AT Adventure	255/70R18 113T SL WRL AT ADVENTURE BSW	255/70R18	Available	$ 220.74	$ 114.78	$ -
758260845	Light Truck	Goodyear	Wrangler AT Adventure	255/70R18 116H XL WRL AT ADVENTURE JLR	255/70R18	Available	$ 313.61	$ 163.08	$ -
758124630	Light Truck	Goodyear	Wrangler AT Adventure	265/50R20 107T SL WRL AT ADVENTURE VSB	265/50R20	Available	$ 345.29	$ 179.55	$ -
758076571	Light Truck	Goodyear	Wrangler AT Adventure	265/60R18 110T SL WRL AT ADVENTURE OWL	265/60R18	Available	$ 360.58	$ 187.50	$ -
758076630	Light Truck	Goodyear	Wrangler AT Adventure	265/60R18 110T SL WRL AT ADVENTURE VSB	265/60R18	Available	$ 340.00	$ 176.80	$ -
758061571	Light Truck	Goodyear	Wrangler AT Adventure	265/65R17 112T SL WRL AT ADVENTURE OWL	265/65R17	Available	$ 332.52	$ 172.91	$ -
758068571	Light Truck	Goodyear	Wrangler AT Adventure	265/65R18 114T SL WRL AT ADVENTURE OWL	265/65R18	Available	$ 373.75	$ 194.35	$ -
758042572	Light Truck	Goodyear	Wrangler AT Adventure	265/70R17 115T SL WRL AT ADVENTURE BSL	265/70R17	Available	$ 329.13	$ 171.15	$ -
758070571	Light Truck	Goodyear	Wrangler AT Adventure	265/70R18 116T SL WRL AT ADVENTURE OWL	265/70R18	Available	$ 332.08	$ 172.67	$ -
758065572	Light Truck	Goodyear	Wrangler AT Adventure	275/55R20 113T SL WRL AT ADVENTURE BSL	275/55R20	Available	$ 343.85	$ 178.80	$ -
758065571	Light Truck	Goodyear	Wrangler AT Adventure	275/55R20 113T SL WRL AT ADVENTURE OWL	275/55R20	Available	$ 329.42	$ 171.30	$ -
758062572	Light Truck	Goodyear	Wrangler AT Adventure	275/60R20 115T SL WRL AT ADVENTURE BSL	275/60R20	Available	$ 358.92	$ 186.64	$ -
758073571	Light Truck	Goodyear	Wrangler AT Adventure	275/60R20 115T SL WRL AT ADVENTURE OWL	275/60R20	Available	$ 362.94	$ 188.73	$ -
758081572	Light Truck	Goodyear	Wrangler AT Adventure	275/65R18 116T SL WRL AT ADVENTURE BSL	275/65R18	Available	$ 351.10	$ 182.57	$ -
758066571	Light Truck	Goodyear	Wrangler AT Adventure	275/65R18 116T SL WRL AT ADVENTURE OWL	275/65R18	Available	$ 361.27	$ 187.86	$ -
748517572	Light Truck	Goodyear	Wrangler AT Adventure	LT215/85R16 115R E WRL AT ADVENTURE BSL	LT215/85R16	Available	$ 374.79	$ 194.89	$ -
748748572	Light Truck	Goodyear	Wrangler AT Adventure	LT225/75R16 115R E WRL AT ADVENTURE BSL	LT225/75R16	Available	$ 362.37	$ 188.43	$ -
748635572	Light Truck	Goodyear	Wrangler AT Adventure	LT235/80R17 120R E WRL AT ADVENTURE BSL	LT235/80R17	Available	$ 359.38	$ 186.88	$ -
748469572	Light Truck	Goodyear	Wrangler AT Adventure	LT245/70R17 119R E WRL AT ADVENTURE BSL	LT245/70R17	Available	$ 358.11	$ 186.22	$ -
748103572	Light Truck	Goodyear	Wrangler AT Adventure	LT245/75R16 120S E WRL AT ADVENTURE BSL	LT245/75R16	Available	$ 348.51	$ 181.23	$ -
748104572	Light Truck	Goodyear	Wrangler AT Adventure	LT245/75R17 121S E WRL AT ADVENTURE BSL	LT245/75R17	Available	$ 368.06	$ 191.39	$ -

City of Laredo - Pursuit and LT

Effective 02/01/2023, Expires 01/31/2024

G0008750

Base Price Book Date: April 01, 2022

Product Code	Tire Type	Brand	Tire Line	Size and Description	Size	Item Status	Gov't Base Price Book Date: 4/1/2022	Discounted Agency Price	FET if applicable
748097572	Light Truck	Goodyear	Wrangler AT Adventure	LT265/60R20 121R E WRL AT ADVENTURE BSL	LT265/60R20	Available	$ 517.73	$ 269.22	$ -
748661572	Light Truck	Goodyear	Wrangler AT Adventure	LT265/70R17 121S E WRL AT ADVENTURE BSL	LT265/70R17	Available	$ 361.16	$ 187.80	$ -
748661571	Light Truck	Goodyear	Wrangler AT Adventure	LT265/70R17 121S E WRL AT ADVENTURE OWL	LT265/70R17	Available	$ 368.58	$ 191.66	$ -
748014572	Light Truck	Goodyear	Wrangler AT Adventure	LT265/70R18 124S E WRL AT ADVENTURE BSL	LT265/70R18	Available	$ 437.29	$ 227.39	$ 0.19
748746572	Light Truck	Goodyear	Wrangler AT Adventure	LT265/75R16 123R E WRL AT ADVENTURE BSL	LT265/75R16	Available	$ 384.50	$ 199.94	$ -
748965571	Light Truck	Goodyear	Wrangler AT Adventure	LT275/65R18 123S E WRL AT ADVENTURE OWL	LT275/65R18	Available	$ 414.92	$ 215.76	$ -
748303572	Light Truck	Goodyear	Wrangler AT Adventure	LT275/65R20 126S E WRL AT ADVENTURE BSL	LT275/65R20	Available	$ 501.75	$ 260.91	$ 2.36
748139686	Light Truck	Goodyear	Wrangler AT Adventure	LT275/70R18 E WRL AT ADVENTURE B01 NSF	LT275/70R18	Available	$ 280.95	$ 146.09	$ 1.32
748139571	Light Truck	Goodyear	Wrangler AT Adventure	LT275/70R18 E WRL AT ADVENTURE OWL NSF	LT275/70R18	Available	$ 283.76	$ 147.56	$ 1.32
748101572	Light Truck	Goodyear	Wrangler AT Adventure	LT285/55R20 122R E WRL AT ADVENTURE BSL	LT285/55R20	Available	$ 485.76	$ 252.60	$ -
748015572	Light Truck	Goodyear	Wrangler AT Adventure	LT285/60R20 125R E WRL AT ADVENTURE BSL	LT285/60R20	Available	$ 533.89	$ 277.62	$ 1.32
748096572	Light Truck	Goodyear	Wrangler AT Adventure	LT285/70R17 121R E WRL AT ADVENTURE BSL	LT285/70R17	Available	$ 402.96	$ 209.54	$ -
411154177	Light Truck	Goodyear	Wrangler AT/S	LT215/75R15 106/103S D WRL AT/S BSLRPTL	LT215/75R15	Available	$ 301.90	$ 156.99	$ -
410422176	Light Truck	Goodyear	Wrangler AT/S	P265/70R17 113S S2 WRL AT/S OWL TL	P265/70R17	Available	$ 234.72	$ 122.05	$ -
150675601	Light Truck	Goodyear	Wrangler DuraTrac	245/70R17 110S SL WRL DURATRAC BSL TL	245/70R17	Available	$ 329.13	$ 171.15	$ -
312022142	Light Truck	Goodyear	Wrangler DuraTrac	LT245/70R17 119Q E WRL DURATRAC BSL TL	LT245/70R17	Available	$ 303.50	$ 157.82	$ -
150884574	Light Truck	Goodyear	Wrangler DuraTrac	255/55R19 111Q XL WRL DURATRAC XL FP TL	255/55R19	Available	$ 468.57	$ 243.66	$ -
150009601	Light Truck	Goodyear	Wrangler DuraTrac	255/55R20 110Q XL WRL DURATRAC BLT TL	255/55R20	Available	$ 433.32	$ 225.33	$ -
150524601	Light Truck	Goodyear	Wrangler DuraTrac	255/70R18 113S SL WRL DURATRAC BSL TL	255/70R18	Available	$ 373.81	$ 194.38	$ -
150014574	Light Truck	Goodyear	Wrangler DuraTrac	255/70R18 116Q XL WRL DURATRAC JLR	255/70R18	Available	$ 353.40	$ 183.77	$ -
150684601	Light Truck	Goodyear	Wrangler DuraTrac	255/75R17 115S SL WRL DURATRAC BSL TL	255/75R17	Available	$ 337.76	$ 175.64	$ -
150525601	Light Truck	Goodyear	Wrangler DuraTrac	265/60R18 110S SL WRL DURATRAC BSL TL	265/60R18	Available	$ 378.01	$ 196.57	$ -
150153601	Light Truck	Goodyear	Wrangler DuraTrac	265/65R17 112S SL WRL DURATRAC BSL TL	265/65R17	Available	$ 348.91	$ 181.43	$ -
150644601	Light Truck	Goodyear	Wrangler DuraTrac	265/65R18 114S SL WRL DURATRAC BSL TL	265/65R18	Available	$ 406.01	$ 211.13	$ -
150564601	Light Truck	Goodyear	Wrangler DuraTrac	265/70R16 112S SL WRL DURATRAC BSL TL	265/70R16	Available	$ 324.53	$ 168.76	$ -
150154601	Light Truck	Goodyear	Wrangler DuraTrac	265/70R17 115S SL WRL DURATRAC BSL TL	265/70R17	Available	$ 340.92	$ 177.28	$ -
150008601	Light Truck	Goodyear	Wrangler DuraTrac	275/55R20 113T SL WRL DURATRAC BSL TL	275/55R20	Available	$ 385.19	$ 200.30	$ -
150678601	Light Truck	Goodyear	Wrangler DuraTrac	275/60R20 115S SL WRL DURATRAC BSL TL	275/60R20	Available	$ 423.83	$ 220.39	$ -
150638601	Light Truck	Goodyear	Wrangler DuraTrac	275/65R18 116S SL WRL DURATRAC BSL TL	275/65R18	Available	$ 419.75	$ 218.27	$ -
312007027	Light Truck	Goodyear	Wrangler DuraTrac	31X10.50R15LT 109Q C WRL DURATRAC TL	31X10.50R15LT	Available	$ 306.88	$ 159.58	$ -
312020027	Light Truck	Goodyear	Wrangler DuraTrac	33X12.50R15LT 108Q C WRL DURATRAC TL	33X12.50R15LT	Available	$ 385.19	$ 200.30	$ -
312064142	Light Truck	Goodyear	Wrangler DuraTrac	33X12.50R20LT 114Q E WRL DURATRAC BSL TL	33X12.50R20LT	Available	$ 566.20	$ 294.42	$ -
312054142	Light Truck	Goodyear	Wrangler DuraTrac	35X12.50R17LT 121Q E WRL DURATRAC BSL TL	35X12.50R17LT	Available	$ 516.35	$ 268.50	$ -
312065142	Light Truck	Goodyear	Wrangler DuraTrac	LT285/75R18 129Q E WRL DURATRAC NSF BSL	LT285/75R18	Available	$ 479.20	$ 249.18	$ 5.46
312009142	Light Truck	Goodyear	Wrangler DuraTrac	LT225/75R16 115/112Q E WRL DURATRAC TL	LT225/75R16	Available	$ 352.76	$ 183.44	$ -
312032142	Light Truck	Goodyear	Wrangler DuraTrac	LT235/80R17 120/117Q E WRL DURATRAC BSL	LT235/80R17	Available	$ 402.79	$ 209.45	$ -
312036142	Light Truck	Goodyear	Wrangler DuraTrac	LT235/85R16 120/116Q E WRL DURATRAC TL	LT235/85R16	Available	$ 349.31	$ 181.64	$ -
312249027	Light Truck	Goodyear	Wrangler DuraTrac	LT245/75R16 120/116Q E WRL DURATRAC OWL	LT245/75R16	Available	$ 335.28	$ 174.35	$ -
312023027	Light Truck	Goodyear	Wrangler DuraTrac	LT245/75R17 121/118Q E WRL DURATRAC TL	LT245/75R17	Available	$ 378.24	$ 196.68	$ -
312014142	Light Truck	Goodyear	Wrangler DuraTrac	LT265/70R17 121/118Q E WRL DURATRAC TL	LT265/70R17	Available	$ 345.50	$ 179.66	$ -
312018027	Light Truck	Goodyear	Wrangler DuraTrac	LT265/75R16 112/109Q C WRL DURATRAC TL	LT265/75R16	Available	$ 327.98	$ 170.55	$ -
312034142	Light Truck	Goodyear	Wrangler DuraTrac	LT265/75R16 123/120P E WRL DURATRAC BSL	LT265/75R16	Available	$ 351.21	$ 182.63	$ -
312067142	Light Truck	Goodyear	Wrangler DuraTrac	LT275/65R18 113Q C WRL DURATRAC BSL TL	LT275/65R18	Available	$ 319.47	$ 166.12	$ -
312011142	Light Truck	Goodyear	Wrangler DuraTrac	LT275/65R18 123/120Q E WRL DURATRAC TL	LT275/65R18	Available	$ 461.73	$ 240.10	$ -
312025142	Light Truck	Goodyear	Wrangler DuraTrac	LT275/65R20 126/123Q E WRL DURATRAC TL	LT275/65R20	Available	$ 577.07	$ 300.08	$ 2.36
312068027	Light Truck	Goodyear	Wrangler DuraTrac	LT275/70R18 121R D WRL DURATRAC BSL NSF	LT275/70R18	Available	$ 355.64	$ 184.93	$ -
312012142	Light Truck	Goodyear	Wrangler DuraTrac	LT275/70R18 125/122Q E WRL DURATRAC TL	LT275/70R18	Available	$ 468.22	$ 243.47	$ 1.32
312065027	Light Truck	Goodyear	Wrangler DuraTrac	LT275/70R18 125R E WRL DURATRAC OWL TL	LT275/70R18	Available	$ 371.11	$ 192.98	$ 1.32
312028142	Light Truck	Goodyear	Wrangler DuraTrac	LT285/60R20 125/122Q E WRL DURATRAC TL	LT285/60R20	Available	$ 641.99	$ 333.83	$ 1.32
312058027	Light Truck	Goodyear	Wrangler DuraTrac	LT285/65R18 125Q E WRL DURATRAC OWL TL	LT285/65R18	Available	$ 503.30	$ 261.72	$ 1.32
312015027	Light Truck	Goodyear	Wrangler DuraTrac	LT285/70R17 121/118Q D WRL DURATRAC TL	LT285/70R17	Available	$ 445.86	$ 231.85	$ -
312052027	Light Truck	Goodyear	Wrangler DuraTrac	LT285/70R17 121Q E WRL DURATRAC OWL TL	LT285/70R17	Available	$ 408.30	$ 212.32	$ -
312035142	Light Truck	Goodyear	Wrangler DuraTrac	LT285/75R16 126/123P E WRL DURATRAC BSL	LT285/75R16	Available	$ 373.18	$ 194.05	$ 2.36
312024142	Light Truck	Goodyear	Wrangler DuraTrac	LT295/65R18 127/124Q E WRL DURATRAC TL	LT295/65R18	Available	$ 460.00	$ 239.20	$ 3.40
312053142	Light Truck	Goodyear	Wrangler DuraTrac	LT295/70R17 121Q E WRL DURATRAC BSL TL	LT295/70R17	Available	$ 467.48	$ 243.09	$ -
312030142	Light Truck	Goodyear	Wrangler DuraTrac	LT305/55R20 121/118Q E WRL DURATRAC TL	LT305/55R20	Available	$ 663.38	$ 344.96	$ -
312031142	Light Truck	Goodyear	Wrangler DuraTrac	LT315/70R17 121/118Q D WRL DURATRAC TL	LT315/70R17	Available	$ 533.89	$ 277.62	$ -
312029142	Light Truck	Goodyear	Wrangler DuraTrac	LT325/60R20 126Q E WRL DURATRAC TL	LT325/60R20	Available	$ 707.02	$ 367.65	$ 2.36
312016142	Light Truck	Goodyear	Wrangler DuraTrac	LT325/65R18 127/124Q E WRL DURATRAC TL	LT325/65R18	Available	$ 666.20	$ 346.42	$ 3.40
150013574	Light Truck	Goodyear	Wrangler DuraTrac (P	255/60R20 113Q XL WRL DURATRAC JLR	255/60R20	Available	$ 429.64	$ 223.41	$ -
150012574	Light Truck	Goodyear	Wrangler DuraTrac (P	255/65R19 114Q XL WRL DURATRAC JLR	255/65R19	Available	$ 392.96	$ 204.34	$ -
403422171	Light Truck	Goodyear	Wrangler HP	P265/70R17 113S S2 WRL HP VSBRPTL	P265/70R17	Available	$ 237.19	$ 123.34	$ -
744154900	Light Truck	Goodyear	Wrangler HT	LT215/75R15 106/103Q D WRL HT OL BSL TL	LT215/75R15	Available	$ 244.15	$ 126.96	$ -
744821900	Light Truck	Goodyear	Wrangler HT	LT215/85R16E WRL HT OL BSL TL	LT215/85R16	Discontinued	$ 266.57	$ 138.62	$ -
744830900	Light Truck	Goodyear	Wrangler HT	LT225/75R16E WRL HT OL BSL TL	LT225/75R16	Discontinued	$ 247.71	$ 128.81	$ -
744395900	Light Truck	Goodyear	Wrangler HT	LT245/75R16 120/116R E WRL HT OL BSL TL	LT245/75R16	Available	$ 252.94	$ 131.53	$ -
744725502	Light Truck	Goodyear	Wrangler HT/S	LT235/85R16E WRL HT/S BSL TL	LT235/85R16	Discontinued	$ 295.44	$ 153.63	$ -
750185326	Light Truck	Goodyear	Wrangler MT/R Kevlar	33X10.50R17LT 118Q D WRL MT/R KEVLAR BSL	33X10.50R17	Discontinued	$ 378.30	$ 196.72	$ -
750186326	Light Truck	Goodyear	Wrangler MT/R Kevlar	33X10.50R18LT 116Q D WRL MT/R KEVLAR BSL	33X10.50R18	Available	$ 491.60	$ 255.63	$ -
750035326	Light Truck	Goodyear	Wrangler MT/R Kevlar	33X12.50R20LT 114Q E WRL MT/R W/KEVLAR	33X12.50R20LT	Discontinued	$ 576.96	$ 300.02	$ -
750740326	Light Truck	Goodyear	Wrangler MT/R Kevlar	35X12.50R17LT WRANGLER MT/R W/KEVLAR TL	35X12.50R17LT	Discontinued	$ 529.92	$ 275.56	$ -
750032326	Light Truck	Goodyear	Wrangler MT/R Kevlar	35X12.50R18LT 123Q E WRL MT/R W/KEVLAR	35X12.50R18LT	Discontinued	$ 590.64	$ 307.13	$ -
750002326	Light Truck	Goodyear	Wrangler MT/R Kevlar	35X12.50R20LT 121Q E WRL MT/R W/KEVLAR	35X12.50R20LT	Discontinued	$ 594.95	$ 309.37	$ -
750578326	Light Truck	Goodyear	Wrangler MT/R Kevlar	37X12.50R17LT WRANGLER MT/R W/KEVLAR TL	37X12.50R17LT	Discontinued	$ 616.75	$ 320.71	$ 0.19
750191326	Light Truck	Goodyear	Wrangler MT/R Kevlar	37X12.50R20LT 126Q E WRL MT/R KEVLAR BSL	37X12.50R20	Discontinued	$ 677.47	$ 352.28	$ 2.36
750189326	Light Truck	Goodyear	Wrangler MT/R Kevlar	37X13.50R18LT 124Q D WRL MT/R KEVLAR BSL	37X13.50R18	Discontinued	$ 561.20	$ 291.82	$ 0.19
750736326	Light Truck	Goodyear	Wrangler MT/R Kevlar	38X14.50R17LT WRANGLER MT/R W/KEVLAR TL	38X14.50R17LT	Discontinued	$ 729.00	$ 379.08	$ -

City of Laredo - Pursuit and LT

Effective 02/01/2023, Expires 01/31/2024

G0008750

Base Price Book Date: April 01, 2022

Product Code	Tire Type	Brand	Tire Line	Size and Description	Size	Item Status	Gov't Base Price Book Date: 4/1/2022	Discounted Agency Price	FET if applicable
750622326	Light Truck	Goodyear	Wrangler MT/R Kevlar	40X13.50R17LT WRANGLER MT/R W/KEVLAR TL	40X13.50R17LT	Discontinued	$ 845.25	$ 439.53	$ -
750625326	Light Truck	Goodyear	Wrangler MT/R Kevlar	42X14.50R17LT WRANGLER MT/R W/KEVLAR TL	42X14.50R17LT	Discontinued	$ 886.05	$ 460.75	$ -
750713326	Light Truck	Goodyear	Wrangler MT/R Kevlar	LT235/85R16 E WRANGLER MT/R W/KEVLAR TL	LT235/85R16	Available	$ 362.95	$ 188.73	$ -
750140326	Light Truck	Goodyear	Wrangler MT/R Kevlar	LT245/70R17 119Q E WRL MT/R KEVLAR BSL	LT245/70R17	Discontinued	$ 371.05	$ 192.95	$ -
750151326	Light Truck	Goodyear	Wrangler MT/R Kevlar	LT245/75R16 120Q E WRL MT/R KEVLAR BSL	LT245/75R16	Available	$ 399.17	$ 207.57	$ -
750707326	Light Truck	Goodyear	Wrangler MT/R Kevlar	LT245/75R17 121Q E WRL MT/R KEVLAR BSL	LT245/75R17	Discontinued	$ 401.35	$ 208.70	$ -
750687326	Light Truck	Goodyear	Wrangler MT/R Kevlar	LT255/75R17 C 110 WRL MT/R W/KEVLAR TL	LT255/75R17	Discontinued	$ 390.31	$ 202.96	$ -
750152326	Light Truck	Goodyear	Wrangler MT/R Kevlar	LT265/70R17 121Q E WRL MT/R KEVLAR BSL	LT265/70R17	Discontinued	$ 410.49	$ 213.45	$ -
750153326	Light Truck	Goodyear	Wrangler MT/R Kevlar	LT265/75R16 123Q E WRL MT/R KEVLAR BSL	LT265/75R16	Discontinued	$ 384.85	$ 200.12	$ -
750392326	Light Truck	Goodyear	Wrangler MT/R Kevlar	LT275/65R18 113Q C WRL MT/R KEVLAR BSL	LT275/65R18	Discontinued	$ 520.55	$ 270.69	$ -
750714326	Light Truck	Goodyear	Wrangler MT/R Kevlar	LT275/65R20 E WRANGLER MT/R W/KEVLAR TL	LT275/65R20	Discontinued	$ 565.51	$ 294.07	$ 2.36
750393326	Light Truck	Goodyear	Wrangler MT/R Kevlar	LT275/70R17 121Q E WRL MT/R KEVLAR BSL	LT275/70R17	Discontinued	$ 436.75	$ 227.11	$ -
750432326	Light Truck	Goodyear	Wrangler MT/R Kevlar	LT275/70R18 125Q E WRL MT/R KEVLAR BSL	LT275/70R18	Discontinued	$ 533.26	$ 277.30	$ 1.32
750190326	Light Truck	Goodyear	Wrangler MT/R Kevlar	LT275/80R17 121Q D WRL MT/R KEVLAR BSL	LT275/80R17	Available	$ 455.92	$ 237.08	$ -
750435326	Light Truck	Goodyear	Wrangler MT/R Kevlar	LT285/65R20 WRANGLER MT/R W/KEVLAR BSLTL	LT285/65R20	Discontinued	$ 585.24	$ 304.32	$ 3.40
750434326	Light Truck	Goodyear	Wrangler MT/R Kevlar	LT285/70R17 121Q D WRL MT/R KEVLAR BSL	LT285/70R17	Discontinued	$ 454.65	$ 236.42	$ -
750451326	Light Truck	Goodyear	Wrangler MT/R Kevlar	LT285/75R16 126Q E WRL MT/R KEVLAR BSL	LT285/75R16	Discontinued	$ 437.75	$ 227.63	$ 2.36
750116326	Light Truck	Goodyear	Wrangler MT/R Kevlar	LT285/75R18 129P E WRL MT/R KEVLAR BSL	LT285/75R18	Discontinued	$ 568.79	$ 295.77	$ 5.48
750188326	Light Truck	Goodyear	Wrangler MT/R Kevlar	LT295/70R18 129Q E WRL MT/R KEVLAR BSL	LT295/70R18	Discontinued	$ 527.45	$ 274.27	$ 5.48
750542326	Light Truck	Goodyear	Wrangler MT/R Kevlar	LT305/70R17 119Q D WRL MT/R KEVLAR BSL	LT305/70R17	Discontinued	$ 515.89	$ 268.26	$ -
750551326	Light Truck	Goodyear	Wrangler MT/R Kevlar	LT315/70R17 121Q D WRL MT/R KEVLAR BSL	LT315/70R17	Discontinued	$ 542.46	$ 282.08	$ -
179020436	Light Truck	Goodyear	Wrangler SR-A	LT265/60R20 121/118S E WRL SR-A VSB TL	LT265/60R20	Discontinued	$ 358.97	$ 186.66	$ -
179040436	Light Truck	Goodyear	Wrangler SR-A	LT265/70R18 124/121S E WRL SR-A VSBTL	LT265/70R18	Available	$ 397.04	$ 206.46	$ 0.19
183482418	Light Truck	Goodyear	Wrangler SR-A	P225/70R15 100S S2 WRL SR-A OWL TL	P225/70R15	Available	$ 216.72	$ 112.69	$ -
183601418	Light Truck	Goodyear	Wrangler SR-A	P255/70R16 109S S2 WRL SR-A OWL TL	P255/70R16	Available	$ 266.86	$ 138.77	$ -
183107418	Light Truck	Goodyear	Wrangler SR-A	P255/75R17 113S S2 WRL SR-A OWL TL	P255/75R17	Available	$ 301.53	$ 156.80	$ -
183558436	Light Truck	Goodyear	Wrangler SR-A	P265/60R18 109T S2 WRL SR-A VSB TL	P265/60R18	Available	$ 236.04	$ 122.74	$ -
183106418	Light Truck	Goodyear	Wrangler SR-A	P265/70R17 113R S2 WRL SR-A OWL TL	P265/70R17	Available	$ 284.80	$ 148.10	$ -
183106436	Light Truck	Goodyear	Wrangler SR-A	P265/70R17 113R S2 WRL SR-A VSB TL	P265/70R17	Available	$ 249.90	$ 129.95	$ -
183102217	Light Truck	Goodyear	Wrangler SR-A	P275/55R20 111S SL WRL SR-A BSL TL	P275/55R20	Discontinued	$ 294.00	$ 152.88	$ -
183934436	Light Truck	Goodyear	Wrangler SR-A	P275/60R20 114S S2 WRL SR-A VSB TL	P275/60R20	Available	$ 249.32	$ 129.65	$ -
183934492	Light Truck	Goodyear	Wrangler SR-A	P275/60R20 114S SL WRL SR-A OWL TL	P275/60R20	Available	$ 247.02	$ 128.45	$ -
183934470	Light Truck	Goodyear	Wrangler SR-A	P275/60R20 114S SL WRL SR-A SL VSB TL	P275/60R20	Available	$ 240.64	$ 125.13	$ -
773017415	Light Truck	Goodyear	Wrangler ST	P225/75R16 S2 104S WRL ST VSB TL	P225/75R16	Available	$ 168.02	$ 87.37	$ -
741126681	Light Truck	Goodyear	Wrangler Trailrunner A/T	235/75R15 105S SL WRL TRAILRUNR AT BSL	235/75R15	Available	$ 140.76	$ 73.20	$ -
741074680	Light Truck	Goodyear	Wrangler Trailrunner A/T	255/70R18 113T SL WRL TRAILRUNNER A/T	255/70R18	Discontinued	$ 263.55	$ 137.05	$ -
741178681	Light Truck	Goodyear	Wrangler Trailrunner A/T	275/60R20 115S SL WRL TRAILRUNR AT BSL	275/60R20	Available	$ 250.01	$ 130.01	$ -
741066680	Light Truck	Goodyear	Wrangler Trailrunner A/T	275/65R18 116T SL WRL TRAILRUNNER A/T	275/65R18	Discontinued	$ 313.09	$ 162.81	$ -
742303681	Light Truck	Goodyear	Wrangler Trailrunner A/T	LT275/65R20 126S E WRL TRAILRUNR AT BSL	LT275/65R20	Available	$ 395.20	$ 205.50	$ 2.36
179283622	Light Truck	Goodyear	Wrl Fort HT C-Type	185/60R15C 94T C WRL FORTITUDE HT TL	185/60R15C	Discontinued	$ 179.60	$ 93.39	$ -
179198622	Light Truck	Goodyear	Wrl Fort HT C-Type	195/75R16C 107R D WRL FORTITUDE HT TL	195/75R16C	Available	$ 237.10	$ 123.29	$ -
179194622	Light Truck	Goodyear	Wrl Fort HT C-Type	225/75R16C 121R E WRL FORTITUDE HT TL	225/75R16C	Available	$ 341.50	$ 177.58	$ -
179195622	Light Truck	Goodyear	Wrl Fort HT C-Type	235/65R16C 121R E WRL FORTITUDE HT TL	235/65R16C	Available	$ 324.15	$ 168.56	$ -
157561834	Light Truck	Goodyear	Wrl Fortitude HT	225/65R17 102H SL WRL FORTITUDE HT	225/65R17	Available	$ 223.79	$ 116.37	$ -
157144620	Light Truck	Goodyear	Wrl Fortitude HT	225/75R16 104T SL WRL FORTITUDE HT OWLTL	225/75R16	Discontinued	$ 243.92	$ 126.84	$ -
157996622	Light Truck	Goodyear	Wrl Fortitude HT	235/65R17 104T SL WRL FORTITUDE HT BSLTL	235/65R17	Discontinued	$ 244.89	$ 127.34	$ -
157142622	Light Truck	Goodyear	Wrl Fortitude HT	235/75R15 105T SL WRL FORTITUDE HT BSLTL	235/75R15	Discontinued	$ 208.32	$ 108.33	$ -
157145622	Light Truck	Goodyear	Wrl Fortitude HT	235/75R16 112T XL WRL FORTITUDE HT BSLTL	235/75R16	Available	$ 268.53	$ 139.64	$ -
157001622	Light Truck	Goodyear	Wrl Fortitude HT	245/60R18 105T SL WRL FORTITUDE HT BSLTL	245/60R18	Discontinued	$ 298.20	$ 155.06	$ -
157592622	Light Truck	Goodyear	Wrl Fortitude HT	245/65R17 107T SL WRL FORTITUDE HT BSLTL	245/65R17	Discontinued	$ 258.92	$ 134.64	$ -
157762620	Light Truck	Goodyear	Wrl Fortitude HT	245/70R16 107T SL WRL FORTITUDE HT OWLTL	245/70R16	Discontinued	$ 258.75	$ 134.55	$ -
157172620	Light Truck	Goodyear	Wrl Fortitude HT	245/70R17 110T SL WRL FORTITUDE HT OWLTL	245/70R17	Discontinued	$ 298.14	$ 155.03	$ -
157059620	Light Truck	Goodyear	Wrl Fortitude HT	245/75R16 111T SL WRL FORTITUDE HT OWLTL	245/75R16	Discontinued	$ 251.91	$ 130.99	$ -
157069622	Light Truck	Goodyear	Wrl Fortitude HT	255/65R17 110T SL WRL FORTITUDE HT BSLTL	255/65R17	Available	$ 199.70	$ 103.84	$ -
157088622	Light Truck	Goodyear	Wrl Fortitude HT	255/65R18 111T SL WRL FORTITUDE HT BSLTL	255/65R18	Available	$ 306.65	$ 159.46	$ -
157067620	Light Truck	Goodyear	Wrl Fortitude HT	255/70R17 112T SL WRL FORTITUDE HT OWLTL	255/70R17	Discontinued	$ 285.14	$ 148.27	$ -
157076622	Light Truck	Goodyear	Wrl Fortitude HT	265/60R18 110T SL WRL FORTITUDE HT BSLTL	265/60R18	Available	$ 249.67	$ 129.83	$ -
157061620	Light Truck	Goodyear	Wrl Fortitude HT	265/65R17 112T SL WRL FORTITUDE HT OWLTL	265/65R17	Discontinued	$ 322.58	$ 167.74	$ -
157068622	Light Truck	Goodyear	Wrl Fortitude HT	265/65R18 114T SL WRL FORTITUDE HT BSLTL	265/65R18	Discontinued	$ 247.65	$ 128.78	$ -
157179620	Light Truck	Goodyear	Wrl Fortitude HT	265/65R18 114T SL WRL FORTITUDE HT OWLTL	265/65R18	Discontinued	$ 259.21	$ 134.79	$ -
157045622	Light Truck	Goodyear	Wrl Fortitude HT	265/70R16 112T SL WRL FORTITUDE HT BSLTL	265/70R16	Available	$ 235.58	$ 122.50	$ -
157042622	Light Truck	Goodyear	Wrl Fortitude HT	265/70R17 115T SL WRL FORTITUDE HT BSWTL	265/70R17	Discontinued	$ 259.38	$ 134.88	$ -
157042620	Light Truck	Goodyear	Wrl Fortitude HT	265/70R17 115T SL WRL FORTITUDE HT OWLTL	265/70R17	Available	$ 240.70	$ 125.16	$ -
157070620	Light Truck	Goodyear	Wrl Fortitude HT	265/70R18 116T SL WRL FORTITUDE HT OWLTL	265/70R18	Discontinued	$ 328.67	$ 170.91	$ -
157254620	Light Truck	Goodyear	Wrl Fortitude HT	265/75R16 116T SL WRL FORTITUDE HT TL	265/75R16	Discontinued	$ 261.45	$ 135.95	$ -
157081620	Light Truck	Goodyear	Wrl Fortitude HT	275/65R18 116T SL WRL FORTITUDE HT OWLTL	275/65R18	Available	$ 282.21	$ 146.75	$ -
157066708	Light Truck	Goodyear	Wrl Fortitude HT	275/65R18 116T SL WRL FORTITUDE HT VSBTL	275/65R18	Available	$ 260.19	$ 135.30	$ -
157176622	Light Truck	Goodyear	Wrl Fortitude HT	285/45R22 114H XL WRL FORTITUDE HT BSWTL	285/45R22	Discontinued	$ 321.31	$ 167.08	$ -
179233622	Light Truck	Goodyear	Wrl Fortitude HT	LT215/85R16 115R E WRL FORTITUDE HT TL	LT215/85R16	Discontinued	$ 289.92	$ 150.76	$ -
179748622	Light Truck	Goodyear	Wrl Fortitude HT	LT225/75R16 115R E WRL FORTITUDE HT TL	LT225/75R16	Discontinued	$ 287.96	$ 149.74	$ -
179235622	Light Truck	Goodyear	Wrl Fortitude HT	LT235/80R17 120R E WRL FORTITUDE HT TL	LT235/80R17	Discontinued	$ 301.59	$ 156.83	$ -
179469622	Light Truck	Goodyear	Wrl Fortitude HT	LT245/70R17 119R E WRL FORTITUDE HT TL	LT245/70R17	Available	$ 341.09	$ 177.37	$ -
179747622	Light Truck	Goodyear	Wrl Fortitude HT	LT245/75R16 120R E WRL FORTITUDE HT TL	LT245/75R16	Discontinued	$ 316.88	$ 164.78	$ -
179236622	Light Truck	Goodyear	Wrl Fortitude HT	LT245/75R17 121R E WRL FORTITUDE HT TL	LT245/75R17	Discontinued	$ 335.28	$ 174.35	$ -
179097622	Light Truck	Goodyear	Wrl Fortitude HT	LT265/60R20 121R E WRL FORTITUDE HT TL	LT265/60R20	Discontinued	$ 390.89	$ 203.26	$ -
179535620	Light Truck	Goodyear	Wrl Fortitude HT	LT265/70R17 121R E WRL FORTITUDE HT TL	LT265/70R17	Discontinued	$ 348.80	$ 181.38	$ -
179214622	Light Truck	Goodyear	Wrl Fortitude HT	LT265/70R18 124R E WRL FORTITUDE HT TL	LT265/70R18	Available	$ 360.18	$ 187.29	$ 0.19

Pricing is subject to change at any time with or without notice.
Please check the Government Sales website or Tire-HQ for the latest pricing information.

City of Laredo - Pursuit and LT

Effective 02/01/2023, Expires 01/31/2024

G0008750

Base Price Book Date: April 01, 2022

Product Code	Tire Type	Brand	Tire Line	Size and Description	Size	Item Status	Gov't Base Price Book Date: 4/1/2022	Discounted Agency Price	FET if applicable
179746620	Light Truck	Goodyear	Wrl Fortitude HT	LT265/75R16 123R E WRL FORTITUDE HT TL	LT265/75R16	Discontinued	$ 331.09	$ 172.17	$ -
179092622	Light Truck	Goodyear	Wrl Fortitude HT	LT275/65R18 123R E WRL FORTITUDE HT TL	LT275/65R18	Discontinued	$ 373.58	$ 194.26	$ -
179231622	Light Truck	Goodyear	Wrl Fortitude HT	LT275/65R20 126R E WRL FORTITUDE HT TL	LT275/65R20	Discontinued	$ 419.58	$ 218.18	$ 2.36
179139622	Light Truck	Goodyear	Wrl Fortitude HT	LT275/70R18 125R E WRL FORTITUDE HT TL	LT275/70R18	Discontinued	$ 366.10	$ 190.37	$ 1.32
179015622	Light Truck	Goodyear	Wrl Fortitude HT	LT285/60R20 125R E WRL FORTITUDE HT TL	LT285/60R20	Discontinued	$ 441.43	$ 229.54	$ 1.32
179237622	Light Truck	Goodyear	Wrl Fortitude HT	LT285/70R17 121R E WRL FORTITUDE HT TL	LT285/70R17	Discontinued	$ 356.96	$ 185.62	$ -
727271332	Light Truck	Goodyear	Wrl HP All Weather	235/55R19 105V XL WRL HP ALL WEATHER JLR	235/55R19	Available	$ 464.60	$ 241.59	$ -
734006640	Light Truck	Goodyear	Wrl Territory AT	265/65R18 114T SL WRL TERRITORY AT BSL	265/65R18	Available	$ 273.21	$ 142.07	$ -
734006586	Light Truck	Goodyear	Wrl Territory AT	265/65R18 114T SL WRL TERRITORY AT OWL	265/65R18	Available	$ 279.43	$ 145.30	$ -
734088640	Light Truck	Goodyear	Wrl Territory AT	225/55R17 101H XL WRL TERRITORY AT BSL	225/55R17	Available	$ 325.51	$ 169.27	$ -
734090640	Light Truck	Goodyear	Wrl Territory AT	235/55R17 103H XL WRL TERRITORY AT BSL	235/55R17	Available	$ 333.09	$ 173.21	$ -
734001586	Light Truck	Goodyear	Wrl Territory AT	275/65R18 116T SL WRL TERRITORY AT OWL	275/65R18	Discontinued	$ 272.85	$ 141.88	$ -
733259838	Light Truck	Goodyear	Wrl Territory AT	LT325/65R18 D WRANGLER TERRITORY AT BSL	LT325/65R18	Available	$ 373.75	$ 194.35	$ -
734070640	Light Truck	Goodyear	Wrl Territory AT	265/70R16 112T SL WRL TERRITORY AT BSL	265/70R16	Available	$ 221.80	$ 115.34	$ -
734004640	Light Truck	Goodyear	Wrl Territory AT	265/60R18 110H SL WRL TERRITORY AT BSL	265/60R18	Available	$ 279.60	$ 145.39	$ -
734001640	Light Truck	Goodyear	Wrl Territory AT	275/65R18 116T SL WRL TERRITORY AT BSL	275/65R18	Available	$ 281.04	$ 146.14	$ -
687070885	Light Truck	Goodyear	Wrl Territory AT/S	265/70R18 116T WRANGLER TERRITORY AT/S	265/70R18	Available	$ 270.73	$ 140.78	$ -
827010815	Light Truck	Goodyear	Wrl Territory HT	275/60R20 115T SL WRL TERRITORY HT VSB	275/60R20	Available	$ 230.00	$ 119.60	$ -
796272833	Light Truck	Goodyear	Wrl Territory MT	LT275/70R18 C WRANGLER TERRITORY MT	LT275/70R18	Available	$ 322.89	$ 167.90	$ -
796289833	Light Truck	Goodyear	Wrl Territory MT	LT305/70R18 E 126R WRL TERRITORY MT BSL	LT305/70R18	Available	$ 410.33	$ 213.37	$ -
796265833	Light Truck	Goodyear	Wrl Territory MT	LT265/60R20 C WRANGLER TERRITORY MT	LT265/60R20	Available	$ 373.75	$ 194.35	$ -
796285833	Light Truck	GOODYEAR	Wrl Territory MT	LT285/70R17 C 116S WRANGLER TERRITORY MT	LT285/70R17	Available	$ 373.75	$ 194.35	$ -
796270833	Light Truck	GOODYEAR	Wrl Territory MT	LT315/70R17 C WRANGLER TERRITORY MT	LT315/70R17	Available	$ 419.45	$ 218.11	$ -
723286933	Light Truck	Goodyear	Wrl Territory RT	LT325/65R18 121Q WRANGLER TERRITORY RT	LT325/65R18	Available	$ 382.49	$ 198.89	$ -
480757856	Light Truck	Goodyear	Wrl Workhorse AT	225/65R17 102T SL WRL WORKHORSE AT OWL	225/65R17	Available	$ 244.15	$ 126.96	$ -
480129856	Light Truck	Goodyear	Wrl Workhorse AT	225/75R16 104S SL WRL WORKHORSE AT OWL	225/75R16	Available	$ 210.40	$ 109.41	$ -
480250855	Light Truck	Goodyear	Wrl Workhorse AT	235/60R18 103T XL WRL WORKHORSE AT BSL	235/60R18	Available	$ 261.65	$ 136.06	$ -
481195855	Light Truck	Goodyear	Wrl Workhorse AT	235/65R16C E 121R WRL WORKHORSE AT BSL	235/65R16	Available	$ 252.40	$ 131.25	$ -
480996855	Light Truck	Goodyear	Wrl Workhorse AT	235/65R17 104T SL WRL WORKHORSE AT BSL	235/65R17	Available	$ 243.70	$ 126.72	$ -
480043856	Light Truck	Goodyear	Wrl Workhorse AT	235/70R16 106T SL WRL WORKHORSE AT OWL	235/70R16	Available	$ 218.00	$ 113.36	$ -
480078855	Light Truck	Goodyear	Wrl Workhorse AT	235/70R17 109T XL WRL WORKHORSE AT BSL	235/70R17	Available	$ 269.45	$ 140.11	$ -
480001855	Light Truck	Goodyear	Wrl Workhorse AT	245/60R18 105T SL WRL WORKHORSE AT BSL	245/60R18	Available	$ 272.80	$ 141.86	$ -
480592855	Light Truck	Goodyear	Wrl Workhorse AT	245/65R17 107T SL WRL WORKHORSE AT BSL	245/65R17	Available	$ 267.95	$ 139.33	$ -
480762856	Light Truck	Goodyear	Wrl Workhorse AT	245/70R16 107T SL WRL WORKHORSE AT OWL	245/70R16	Available	$ 236.15	$ 122.80	$ -
480060855	Light Truck	Goodyear	Wrl Workhorse AT	245/70R17 110T SL WRL WORKHORSE AT BSL	245/70R17	Available	$ 270.95	$ 140.89	$ -
480128856	Light Truck	Goodyear	Wrl Workhorse AT	245/75R16 111S SL WRL WORKHORSE AT OWL	245/75R16	Available	$ 233.45	$ 121.39	$ -
480127856	Light Truck	Goodyear	Wrl Workhorse AT	255/70R16 111S SL WRL WORKHORSE AT OWL	255/70R16	Available	$ 249.75	$ 129.87	$ -
480067856	Light Truck	Goodyear	Wrl Workhorse AT	255/70R17 112T SL WRL WORKHORSE AT OWL	255/70R17	Available	$ 276.80	$ 143.94	$ -
480074856	Light Truck	Goodyear	Wrl Workhorse AT	255/70R18 113T SL WRL WORKHORSE AT OWL	255/70R18	Available	$ 307.30	$ 159.80	$ -
480076856	Light Truck	Goodyear	Wrl Workhorse AT	265/60R18 110T SL WRL WORKHORSE AT OWL	265/60R18	Available	$ 297.00	$ 154.44	$ -
480061856	Light Truck	Goodyear	Wrl Workhorse AT	265/65R17 112T SL WRL WORKHORSE AT OWL	265/65R17	Available	$ 277.00	$ 144.04	$ -
480068856	Light Truck	Goodyear	Wrl Workhorse AT	265/65R18 114T SL WRL WORKHORSE AT OWL	265/65R18	Available	$ 313.35	$ 162.94	$ -
480045856	Light Truck	Goodyear	Wrl Workhorse AT	265/70R16 112T SL WRL WORKHORSE AT OWL	265/70R16	Available	$ 253.35	$ 131.74	$ -
480042856	Light Truck	Goodyear	Wrl Workhorse AT	265/70R17 115T SL WRL WORKHORSE AT OWL	265/70R17	Available	$ 262.80	$ 136.66	$ -
480070856	Light Truck	Goodyear	Wrl Workhorse AT	265/70R18 116T SL WRL WORKHORSE AT OWL	265/70R18	Available	$ 308.80	$ 160.58	$ -
480057856	Light Truck	Goodyear	Wrl Workhorse AT	265/75R16 116T SL WRL WORKHORSE AT OWL	265/75R16	Available	$ 248.25	$ 129.09	$ -
480065855	Light Truck	Goodyear	Wrl Workhorse AT	275/55R20 113T SL WRL WORKHORSE AT BSL	275/55R20	Available	$ 316.35	$ 164.50	$ -
480066856	Light Truck	Goodyear	Wrl Workhorse AT	275/65R18 116T SL WRANGLER WORKHORSE AT	275/65R18	Available	$ 321.50	$ 167.18	$ -
480176855	Light Truck	Goodyear	Wrl Workhorse AT	285/45R22 114H XL WRL WORKHORSE AT BSL	285/45R22	Available	$ 363.30	$ 188.92	$ -
481233855	Light Truck	Goodyear	Wrl Workhorse AT	LT215/85R16 E 115R WRL WORKHORSE AT BSL	LT215/85R16	Available	$ 265.40	$ 138.01	$ -
481267855	Light Truck	Goodyear	Wrl Workhorse AT	LT225/65R17 D 107S WRL WORKHORSE AT BSL	LT225/65R17	Available	$ 253.85	$ 132.00	$ -
481748855	Light Truck	Goodyear	Wrl Workhorse AT	LT225/75R16 E 115R WRL WORKHORSE AT BSL	LT225/75R16	Available	$ 254.90	$ 132.55	$ -
481235855	Light Truck	Goodyear	Wrl Workhorse AT	LT235/80R17 E 120R WRL WORKHORSE AT BSL	LT235/80R17	Available	$ 310.35	$ 161.38	$ -
481745855	Light Truck	Goodyear	Wrl Workhorse AT	LT235/85R16 E 120R WRL WORKHORSE AT BSL	LT235/85R16	Available	$ 274.35	$ 142.66	$ -
481120855	Light Truck	Goodyear	Wrl Workhorse AT	LT245/70R17 E 119S WRL WORKHORSE AT BSL	LT245/70R17	Available	$ 298.10	$ 155.01	$ -
481103855	Light Truck	Goodyear	Wrl Workhorse AT	LT245/75R16 E 120R WRL WORKHORSE AT BSL	LT245/75R16	Available	$ 262.40	$ 136.45	$ -
481104855	Light Truck	Goodyear	Wrl Workhorse AT	LT245/75R17 E 121S WRL WORKHORSE AT BSL	LT245/75R17	Available	$ 305.85	$ 159.04	$ -
481097855	Light Truck	Goodyear	Wrl Workhorse AT	LT265/60R20 E 121R WRL WORKHORSE AT BSL	LT265/60R20	Available	$ 417.55	$ 217.13	$ -
481535855	Light Truck	Goodyear	Wrl Workhorse AT	LT265/70R17 E 121R WRL WORKHORSE AT BSL	LT265/70R17	Available	$ 308.85	$ 160.60	$ -
481014856	Light Truck	Goodyear	Wrl Workhorse AT	LT265/70R18 E 124S WRL WORKHORSE AT OWL	LT265/70R18	Available	$ 329.85	$ 171.52	$ 0.19
481746856	Light Truck	Goodyear	Wrl Workhorse AT	LT265/75R16 E 123R WRL WORKHORSE AT OWL	LT265/75R16	Available	$ 266.30	$ 138.48	$ -
481965856	Light Truck	Goodyear	Wrl Workhorse AT	LT275/65R18 E 123S WRL WORKHORSE AT OWL	LT275/65R18	Available	$ 338.85	$ 176.20	$ -
481139856	Light Truck	Goodyear	Wrl Workhorse AT	LT275/70R18 E 125R WRL WORKHORSE AT OWL	LT275/70R18	Available	$ 356.55	$ 185.41	$ 1.32
481096856	Light Truck	Goodyear	Wrl Workhorse AT	LT285/70R17 E 121R WRL WORKHORSE AT OWL	LT285/70R17	Available	$ 352.35	$ 183.22	$ -
481585856	Light Truck	Goodyear	Wrl Workhorse AT	LT285/75R16 E 126R WRL WORKHORSE AT OWL	LT285/75R16	Available	$ 314.85	$ 163.72	$ 2.36
131092875	Light Truck	Goodyear	Wrl Workhorse HT	LT275/65R18 123R E WRL WORKHORSE HT BSL	LT275/65R18	New Q3 2022	$ 355.56	$ 184.89	$ -
116082632	Light Truck	Goodyear	Wrl Workhorse HT	235/75R17 109T SL WRL WORKHORSE HT BSL	235/75R17	New Q3 2022	$ 256.66	$ 133.46	$ -
116083632	Light Truck	Goodyear	Wrl Workhorse HT	235/65R17 104T SL WRL WORKHORSE HT BSL	235/65R17	New Q3 2022	$ 242.23	$ 125.96	$ -
131636875	Light Truck	Goodyear	Wrl Workhorse HT	LT245/75R17 121R E WRL WORKHORSE HT BSL	LT245/75R17	New Q3 2022	$ 314.49	$ 163.53	$ -
116075652	Light Truck	Goodyear	Wrl Workhorse HT	265/70R18 116T SL WRL WORKHORSE HT OWL	265/70R18	New Q3 2022	$ 273.93	$ 142.44	$ -
116007651	Light Truck	Goodyear	Wrl Workhorse HT	265/70R17 115T SL WRL WORKHORSE HT VSB	265/70R17	New Q3 2022	$ 259.41	$ 134.89	$ -
131748875	Light Truck	Goodyear	Wrl Workhorse HT	LT225/75R16 115R E WRL WORKHORSE HT BSL	LT225/75R16	New Q3 2022	$ 250.10	$ 130.05	$ -
116010652	Light Truck	Goodyear	Wrl Workhorse HT	265/70R17 115T SL WRL WORKHORSE HT OWL	265/70R17	New Q3 2022	$ 267.15	$ 138.92	$ -
116002652	Light Truck	Goodyear	Wrl Workhorse HT	255/70R17 112T SL WRL WORKHORSE HT OWL	255/70R17	New Q3 2022	$ 265.88	$ 138.26	$ -
131099944	Light Truck	Goodyear	Wrl Workhorse HT	LT265/70R18 124R E WRL WORKHORSE HT BSL	LT265/70R18	New Q3 2022	$ 337.13	$ 175.31	$ 0.19
116086632	Light Truck	Goodyear	Wrl Workhorse HT	235/70R16 106T SL WRL WORKHORSE HT BSL	235/70R16	New Q3 2022	$ 215.06	$ 111.83	$ -
116085652	Light Truck	Goodyear	Wrl Workhorse HT	245/70R16 107T SL WRL WORKHORSE HT OWL	245/70R16	New Q3 2022	$ 220.40	$ 114.61	$ -

Pricing is subject to change at any time with or without notice.
Please check the Government Sales website or Tire-HQ for the latest pricing information.

City of Laredo - Pursuit and LT

Effective 02/01/2023, Expires 01/31/2024

G0008750

Base Price Book Date: April 01, 2022

Product Code	Tire Type	Brand	Tire Line	Size and Description	Size	Item Status	Gov't Base Price Book Date: 4/1/2022	Discounted Agency Price	FET if applicable
116080652	Light Truck	Goodyear	Wrl Workhorse HT	245/70R17 110T SL WRL WORKHORSE HT OWL	245/70R17	New Q3 2022	$ 246.68	$ 128.27	$ -
116008651	Light Truck	Goodyear	Wrl Workhorse HT	275/55R20 113T SL WRL WORKHORSE HT VSB	275/55R20	New Q3 2022	$ 303.50	$ 157.82	$ -
131090944	Light Truck	Goodyear	Wrl Workhorse HT	LT275/65R20 126R E WRL WORKHORSE HT BSL	LT275/65R20	New Q3 2022	$ 397.78	$ 206.85	$ 2.36
116084652	Light Truck	Goodyear	Wrl Workhorse HT	245/75R16 111T SL WRL WORKHORSE HT OWL	245/75R16	New Q3 2022	$ 213.30	$ 110.92	$ -
116074632	Light Truck	Goodyear	Wrl Workhorse HT	285/45R22 114H XL WRL WORKHORSE HT BSL	285/45R22	New Q3 2022	$ 355.84	$ 185.04	$ -
116079652	Light Truck	Goodyear	Wrl Workhorse HT	265/65R17 112T SL WRL WORKHORSE HT OWL	265/65R17	New Q3 2022	$ 274.25	$ 142.61	$ -
131096944	Light Truck	Goodyear	Wrl Workhorse HT	LT285/70R17 121R E WRL WORKHORSE HT BSL	LT285/70R17	New Q3 2022	$ 330.35	$ 171.78	$ -
131015944	Light Truck	Goodyear	Wrl Workhorse HT	LT285/60R20 125R E WRL WORKHORSE HT BSL	LT285/60R20	New Q3 2022	$ 441.60	$ 229.63	$ 1.32
116009652	Light Truck	Goodyear	Wrl Workhorse HT	275/65R18 116T SL WRL WORKHORSE HT OWL	275/65R18	New Q3 2022	$ 301.80	$ 156.94	$ -
131635875	Light Truck	Goodyear	Wrl Workhorse HT	LT235/80R17 120R E WRL WORKHORSE HT BSL	LT235/80R17	New Q3 2022	$ 309.24	$ 160.80	$ -
116081632	Light Truck	Goodyear	Wrl Workhorse HT	245/65R17 107T SL WRL WORKHORSE HT BSL	245/65R17	New Q3 2022	$ 260.48	$ 135.45	$ -
116078632	Light Truck	Goodyear	Wrl Workhorse HT	245/60R18 105T SL WRL WORKHORSE HT BSL	245/60R18	New Q3 2022	$ 275.09	$ 143.05	$ -
131097944	Light Truck	Goodyear	Wrl Workhorse HT	LT265/60R20 121R E WRL WORKHORSE HT BSL	LT265/60R20	New Q3 2022	$ 388.89	$ 202.22	$ -
131646875	Light Truck	Goodyear	Wrl Workhorse HT	LT275/70R18 125R E WRL WORKHORSE HT BSL	LT275/70R18	New Q3 2022	$ 364.43	$ 189.50	$ 1.32
116072652	Light Truck	Goodyear	Wrl Workhorse HT	265/75R16 116T SL WRL WORKHORSE HT OWL	265/75R16	New Q3 2022	$ 243.30	$ 126.52	$ -
116003632	Light Truck	Goodyear	Wrl Workhorse HT	255/65R18 111T SL WRL WORKHORSE HT BSL	255/65R18	New Q3 2022	$ 286.40	$ 148.93	$ -

Pricing is subject to change at any time with or without notice.
Please check the Government Sales website or Tire-HQ for the latest pricing information.

City of Laredo
Purchasing Division

Renewal Notice

September 22, 2022

Mr. Roger Webster
American Tire Distributors
350 Railhead Road
Fort Worth, Texas 76106

Re: FY21-026 Police Package Tires & Passenger Car Tires
Fleet Department
Extension II

Dear Mr. Webster,

This is to inform you that the renewal for contract FY21-026 is up for renewal. All tires will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. This is the second of three extension periods.

Contract Pricing:

Section I: Secondary Vendor
Section II: Secondary Vendor

If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

American Tire Distributor

Accept ✓ Reject

Authorized Signature

Print Name: Sherry McGee

Date: September 23, 2022

City of Laredo
Purchasing Division

Renewal Notice

September 22, 2022

Mr. Richard Conwill
Southern Tire Mart LLC
800 Highway 98 Columbia
Columbia, MS 39429

Re: FY21-026 Police Package Tires & Passenger Car Tires
Fleet Department
Extension II

Dear Mr. Conwill,

This is to inform you that the contract FY21-026 is up for renewal. All tires will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. This is the second of three extension periods.

Contract Pricing:

Section I: Secondary Vendor
Section II: Primary Vendor

If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Southern Tire Mart LLC

Accept X with price adjustments Reject _____

Authorized Signature: _____

Print Name: Richard Conwill

Date: 10/3/22

City of Laredo Police FY21-026
Expires 01/31/2022

Line Item	Article #	Brand	Size	Current Pricing expires 1/31/22	Feb. 1, 2023 Renewal Price
Section I					
1	67911 / 011525	Firestone	P225/60R16	$ 98.00	$ 110.00
2	003874/001687	Firestone	P235/55R17	$ 108.00	$ 119.00
3	003875/011688	Firestone	P225/60R18	$ 116.00	$ 126.00
4	023308/011686	Firestone	P235/50R18	$ 136.00	$ 149.00
5	000177/000702	Firestone	P245/55R18	$ 131.00	$ 140.00
6	12114	Firestone	P255/60R18	$ 120.00	$ 130.00
Section II					
1	2758	Firestone	LT215/85R16	$ 101.00	$ 117.00
2	2759	Firestone	LT235/85R16	$ 112.00	$ 121.00
3	LF2020163	Laufenn	LT235/75R15	$ 107.00	$ 125.75
4	66156	Firestone	P265/65R17	$ 134.00	Tire Discontinued
5	98019	Firestone	P205/65R15	$ 77.00	$ 87.00
6	15607 / 011525	Firestone	P225/60R16	$ 91.00	$ 110.00
7	2761	Firestone	LT245/75R16	$ 107.00	$ 124.00
8	2762	Firestone	LT265/75R16	$ 114.48	$ 136.00
9	97759 / 005338	Firestone	P235/70R16	$ 106.00	$ 115.00
10	148280	Toyo	P225/70R15	$ 80.00	$ 100.00
11	2767	Firestone	LT245/70R17	$ 123.00	$ 140.00
12	81456	Bridgestone	LT235/75R17	$ 115.00	Tire Discontinued
13	4195	Firestone	LT225/70R19.5	$ 224.00	$ 308.00
14	CA6H01441	Carlisle	700x15	$ 96.00	$ 126.00
15	5354	Firestone	P265/70R16	$ 120.00	$ 154.00
16	C225D16	Taskmaster	7.50x16	$ 81.00	$ 98.00
17	C20515C	Taskmaster	ST205/75R15	$ 50.00	$ 67.00
18	3488 / 013868	Firestone	LT265/70R17	$ 133.00	$ 152.00
19	14876 / 009170	Firestone	P215/65R17	$ 92.00	$ 127.00
20	98048/005372	Firestone	P255/65R17	$ 111.00	$ 111.00
21	15029 / 011517	Firestone	P215/60R16	$ 89.00	$ 105.00
22	140310/005343	Firestone	P215/75R15	$ 92.00	$ 108.00
23	140327/005344	Firestone	P225/75R15	$ 96.00	$ 121.00
24	14978	Firestone	P235/60R16	$ 94.00	$ 104.00
25	97963/005365	Firestone	P235/65R17	$ 94.00	$ 104.00
26	C23516E	Taskmaster	ST235/80R16	$ 66.00	$ 76.00
27	208860	Firestone	LT215/75R17.5	$ 231.00	$ 309.00

Effective May 1, 2022

Chris Ripani
Truck, Bus and Retread Tires and GCR

Bridgestone Americas
200 4th Avenue South
Nashville, TN 37201

To: Bridgestone and Firestone Truck & Bus Tire Authorized Dealers

Date: April 1, 2022

Subject: May 1, 2022 Price Adjustment

Dear Bridgestone Customer,

In response to current market dynamics, Bridgestone Americas will increase prices on Bridgestone and Firestone truck and bus radial (TBR) tires up to 14% effective May 1, 2022.

Bridgestone and Firestone TBR price adjustments will be made across the portfolio at the article level. No backorder price protection will apply. Any TBR tires shipped on or after May 1, 2022 will reflect the new prices.

Additionally, Bridgestone Set Retail pricing will be adjusted on May 1, 2022.

Your Bridgestone commercial sales representative will be reaching out soon with more details.

Best Regards,

Chris Ripani
President, Truck, Bus and Retread Tires
Bridgestone Americas

TOYO TIRES®

June 15, 2022

To All Authorized Toyo Direct Dealers,

Effective August 1, 2022 Toyo Tires U.S.A. Corp. is increasing the dealer base prices on select passenger car, light truck, and commercial tire patterns. The price increase is a result of continued increases in raw materials and logistics costs.

Thank you for your continued support,

Michael H. Graber
President and CEO
Toyo Tire U.S.A. Corp.

February 1, 2022

Bridgestone Americas Tire Operations, LLC
200 4th Ave. South
Nashville, TN 37201

To: **Firestone Ag Dealer Network**

Date: **December 20th, 2021**

Subject: **February 1st, 2022 Price Adjustment**

Dear Valued Customer,

In response to market dynamics and conditions, including increasing costs of raw materials and logistics, Firestone Agriculture will increase prices of up to 6% on select products within its Firestone Ag Tire portfolios.

Price adjustments will be implemented at the specific pattern and article level for each business. In the coming weeks you will be provided updated pricing for each division dated February 1, 2022.

All Firestone Ag and Forestry Tires, regardless of backorder status, that ship starting February 1 will reflect these changes.

Should you have any questions concerning this price increase, please contact your Firestone Ag representative. While this price adjustment is a necessary step to address our escalating costs, we will continue to look for ways to add value to our relationship. Thank you for your continued support.

Regards,

Tony Orlando
President, Agricultural Tire Division
Bridgestone Americas Tire Operations, LLC

City of Laredo
Purchasing Division

LETTER OF AWARD

December 8, 2021

Mr. Richard Conwill
Southern Tire Mart LLC
800 Highway 98 Columbia
Columbia, MS 39429

Re: FY21-026 Police Package Tires & Passenger Car Tires
Fleet Department
Extension I

Dear Mr. Conwill,

This is to inform you that the renewal for contract FY21-026 was approved by the City Council on December 6, 2021. The term of this contract shall be for a period of one year. All tires 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:

Section I: Secondary Vendor
Section II: Primary Vendor

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

December 8, 2021

Ms. Michelle May
The Goodyear Tire & Rubber Company
200 Innovation Way
Akron, Ohio 44316

Re: FY21-026 Police Package Tires & Passenger Car Tires
Fleet Department
Extension I

Dear Ms. May,

This is to inform you that the renewal for contract FY21-026 was approved by the City Council on December 6, 2021. The term of this contract shall be for a period of one year. All tires 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:

Section I: Secondary Vendor

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

December 8, 2021

Mr. Roger Webster
American Tire Distributors
350 Railhead Road
Fort Worth, Texas 76106

Re: FY21-026 Police Package Tires & Passenger Car Tires
Fleet Department
Extension I

Dear Mr. Webster,

This is to inform you that the renewal for contract FY21-026 was approved by the City Council on December 6, 2021. The term of this contract shall be for a period of one year. All tires 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:

Section I: Secondary Vendor
Section II: Secondary Vendor

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
Meeting Date: 12/06/2021
Initiated By: Riazul Mia, Assistant City Manager
Staff Source: Ronald W. Miller, Fleet Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew annual contracts FY21-026 for the purchase of police and passenger car tires with the following vendors:

1. Section II: Southern Tire Mart, Columbia, Missouri in an amount up to $90,000.00 (Primary Vendor); and
2. Section I: American Tire Distributors, Fort Worth, Texas in an amount up to $30,000.00 (Secondary Vendor); and
3. Section I: The Goodyear Tire & Rubber Company, Akron, Ohio in an amount up to $30,000.00 (Secondary Vendor); and
4. Section I: Southern Tire Mart, Columbia, Missouri in an amount up to $30,000.00 (Secondary Vendor); and
5. Section II: American Tire Distributors, Fort Worth, Texas in an amount up to $30,000.00 (Secondary Vendor).

All tires will be secured on an as needed basis. The term of these contracts shall be for a period of one (1) year beginning as of the date of its execution and are contingent upon the availability of appropriated funds. There was no price increase during the last extension period from American Tire Distributors and The Goodyear Tire & Rubber Company. Hesselbein Tire Southwest (Section I Primary Vendor) has decided not to renew their portion of this contract. Southern Tire Mart is requesting an 8% increase in cost due to a price increase in raw materials and logistic costs. These contracts may be extended two (2) additional one (1) year periods, upon mutual agreement of the parties. Funding is available in the Fleet Maintenance budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one-year contract on 2/1/21.

BACKGROUND

This contract establishes pricing for the purchase of police and passenger car tires for the Fleet Department. There was no price increase during the last extension period from American Tire Distributors and The Goodyear Tire & Rubber Company. Hesselbein Tire Southwest (Section I Primary Vendor) has decided not to renew their portion of this contract. Southern Tire Mart is requesting an 8% increase in cost due to an increase price in raw materials and logistic costs. 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 allows for two (2) additional one year extensions upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

Bid Summary:

Vendor	**Section I Police Package Tires**	Award
American Tire Distributors	$ 30,000.00	Secondary Vendor
The Goodyear Tire & Rubber Company	$ 30,000.00	Secondary Vendor
Southern Tire Mart	$ 30,000.00	Secondary Vendor
	Section II Passenger Car Tires	

Southern Tire Mart	$ 90,000.00	Primary Vendor
American Tire Distributor	$ 30,000.00	Secondary Vendor

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contracts be renewed.

Fiscal Impact

Fiscal Year:	2022
Bugeted Y/N?:	Y
Source of Funds:	Fleet Maintenance Fund
Account #:	593-2810-533-2072
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 FY21-026

Contract FY21-026

City of Laredo
Purchasing Division

Renewal Notice

November 15, 2021

Mr. Richard Conwill
Southern Tire Mart LLC
800 Highway 98 Columbia
Columbia, MS 39429

Re: FY21-026 Police Package Tires & Passenger Car Tires
Fleet Department
Extension I

Dear Mr. Conwill,

This is to inform you that the contract FY21-026 is up for renewal. All tires 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:

Section I: Secondary Vendor
Section II: Primary Vendor

If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Southern Tire Mart LLC

Accept X with price adjustment Reject

Authorized Signature:

Print Name: Richard Conwill

Date: 11/23/2021

City of Laredo Police FY21-026

Line Item	Article #	Brand	Size	Bid Price	2022 Renewal Price
Section I					
1	67911	Firestone	P225/60R16	$ **94.00**	$ 96.00
2	003874/001687	Firestone	P235/55R17	$ **108.00**	$ 108.00
3	003875/011688	Firestone	P225/60R18	$ **114.00**	$ 116.00
4	023308/011686	Firestone	P235/50R18	$ **136.00**	$ 136.00
5	000177/000702	Firestone	P245/55R18	$ **131.00**	$ 131.00
6	12114	Firestone	P255/60R18	$ **118.00**	$ 120.00
Section II					
1	2758	Firestone	LT215/85R16	$ **101.00**	$ 101.00
2	2759	Firestone	LT235/85R16	$ **112.00**	$ 112.00
3	LF2020163	Laufenn	LT235/75R15	$ **94.00**	$ 107.00
4	66156	Firestone	P265/65R17	$ **121.00**	$ 134.00
5	98019	Firestone	P205/65R15	$ **56.00**	$ 77.00
6	15607 / 011525	Firestone	P225/60R16	$ **77.00**	$ 91.00
7	2761	Firestone	LT245/75R16	$ **106.00**	$ 108.00
8	2762	Firestone	LT265/75R16	$ **130.00**	$ 114.00
9	97759 / 005338	Firestone	P235/70R16	$ **103.00**	$ 106.00
10	148280	Toyo	P225/70R15	$ **67.00**	$ 80.00
11	2767	Firestone	LT245/70R17	$ **123.00**	$ 123.00
12	81456	Bridgestone	LT235/75R17	$ **114.00**	$ 115.00
13	4195	Firestone	LT225/70R19.5	$ **224.00**	$ 224.00
14	CA6H01441	Carlisle	700x15	$ **79.00**	$ 96.00
15	5354	Firestone	P265/70R16	$ **115.00**	$ 120.00
16	C225D16	Taskmaster	7.50x16	$ **65.00**	$ 81.00
17	C20515C	Taskmaster	ST205/75R15	$ **44.00**	$ 50.00
18	3488	Firestone	LT265/70R17	$ **133.00**	$ 133.00
19	14876 / 009170	Firestone	P215/65R17	$ **81.00**	$ 92.00
20	98048/005372	Firestone	P255/65R17	$ **111.00**	$ 111.00
21	15029 / 011517	Firestone	P215/60R16	$ **76.00**	$ 89.00
22	140310/005343	Firestone	P215/75R15	$ **84.00**	$ 92.00
23	140327/005344	Firestone	P225/75R15	$ **95.00**	$ 96.00
24	14978	Firestone	P235/60R16	$ **80.00**	$ 94.00
25	97963/005365	Firestone	P235/65R17	$ **92.00**	$ 94.00
26	C23516E	Taskmaster	ST235/80R16	$ **59.00**	$ 66.00
27	208860	Firestone	LT215/75R17.5	$ **231.00**	$ 231.00

THE CARLSTAR GROUP

May 1st, 2021

RE: Price Increase Notification

Dear Valued Customer:

Due to continued increases in raw material costs and unprecedented increases in logistics, freight and other global supply chain costs that impact the manufacturing and distribution of our products, The Carlstar Group will be implementing the following price increases:

- Effective 6/1/21, Carlstar will increase prices up to 8% on tire, tire/wheel assemblies, tubes, flaps and accessory products. The amount of increase on a specific sku will depend on the raw material content, country of origin, type of freight involved, and other sku-specific parameters driving costs

- Wheel prices will also be increased on 6/1/2021, but the specific price increase will vary by wheel type and construction due to record steel inflation

We have sought to offset these cost increases through internal productivity improvements first, but this unprecedented combination of market pressures have required The Carlstar Group to implement these changes.

Updated price schedules will follow within the next few weeks. If you have any questions regarding this price change, please contact your Sales Representative.

We value your partnership with The Carlstar Group and are committed to continuous communication updates as we navigate through these dynamic market conditions.

Sincerely,

Laren Harmon
Executive Vice President, Sales
The Carlstar Group, LLC

The Carlstar Group LLC
725 Cool Springs Blvd., Suite 500
Franklin, TN 37067

Tel: 615-503-0220
Fax: 615-503-0288
carlstargroup.com

THE CARLSTAR GROUP

January 4, 2021

RE: Price Increase Notification

Dear Valued Customer:

Due to increases in the cost of raw materials, logistics, labor, and other dynamics affecting the costs to manufacture and distribute our products, The Carlstar Group will be implementing a price increase on select tire, wheel and assembly products. As always, we have sought to offset these cost increases through internal productivity improvements first, but this combination of market pressures have required The Carlstar Group to implement the following price changes.

Effective 2/1/2021, Carlstar will increase prices up to 6% on select tire, wheel and assembly products.

We are committed to remaining a value-added partner in the marketplace by offering the most complete and competitive specialty tire and wheel portfolio available. As a reflection of that partnership, we have identified special price protections as outlined below.

- All orders identified as a Spring Stocking order placed prior to 1/1/21 will be price protected, as long as they are shipped by 3/19/21
- Backorders on product ordered before 1/1/21 will be price protected through 3/31/21
- Containers on order as of 1/1/21 will be price protected on product scheduled to ship by 2/1/2021

Updated price schedules will follow within the next few weeks. If you have any questions regarding this price change, please contact your Sales Representative.

We value your partnership with The Carlstar Group and are committed to continuous communication updates as we navigate through these unprecedented market conditions.

Sincerely,

Laren Harmon
Executive Vice President, Sales
The Carlstar Group, LLC

The Carlstar Group LLC
725 Cool Springs Blvd., Suite 500
Franklin, TN 37067

Tel: 615-503-0220
Fax: 615-503-0288
carlstargroup.com

THE CARLSTAR GROUP

June 28, 2021

RE: Price Increase Notification

Dear Valued Customer:

Due to continued increases in raw material costs and unprecedented increases in logistics, freight and other global supply chain costs that impact the manufacturing and distribution of our products, the Carlstar Group will be implementing price changes effective 8/1/21

Carlstar will increase prices for most tires, assemblies, wheels, and accessories. The amount of the increase will be sku-specific, depending on the raw material content, country of origin, and freight.

We have sought to offset these cost increases through internal productivity improvements first, but this unprecedented combination of market pressures have required The Carlstar Group to implement these changes.

Updated price schedules will follow within the next few weeks. If you have any questions regarding this price change, please contact your Sales Representative.

We value your partnership with The Carlstar Group and are committed to continuous communication updates as we navigate through these dynamic market conditions.

Sincerely,

Laren Harmon
Executive Vice President, Sales
The Carlstar Group, LLC

The Carlstar Group LLC
725 Cool Springs Blvd., Suite 500
Franklin, TN 37067

Tel: 615-503-0220
Fax: 615-503-0288
carlstargroup.com

TOYO TIRES®

PRESS RELEASE

Sept 15, 2021

Toyo Tire U.S.A. Corp. to Adjust Pricing Effective November 1

CYPRESS, CA – Toyo Tire U.S.A. Corp. (Toyo Tires®) announced today that effective November 1, 2021, the company will increase the dealer base prices on select passenger car and light truck tire patterns by 2%-8%. The price increase is a result of continued increases in raw materials and logistics costs.

Learn more about Toyo Tires at www.toyotires.com.

About Toyo Tires®

Established in 1966, Toyo Tire U.S.A. Corp. represents the innovation, quality, performance, and excellent service that Toyo Tires has delivered worldwide for 75 years. The company offers a full line of premium tires for nearly every vehicle including light trucks, SUVs, crossovers, sports cars, luxury cars and hybrids as well as commercial trucks. Many of the tires are built in the United States at their state-of-the-art factory in Georgia. To find the right tire for your vehicle as well as an authorized dealer, visit www.toyotires.com. You can also join the Toyo Tires community on Facebook, Instagram, and YouTube.

# # #

Media Contact: John Pangilinan, JP+CO
562-715-8781, john@jpand.co
Toyo Media Site: http://media.toyotires.com/

MIRELLA CIELO
CONSUMER REPLACEMENT TIRE

BRIDGESTONE

Bridgestone Americas Tire Operations, LLC
200 4th Avenue South
Nashville, TN 37201
Phone: (615) 937-5887
E-Mail: cielomirella@bfusa.com

To: U.S. and Canada Consumer Tire Sales Division (All)

Date: December 1, 2020

Subject: January 1, 2021 Price Adjustment

Effective January 1, 2021, Bridgestone will implement a price increase for Bridgestone and Firestone passenger and light truck replacement tires sold in the U.S. and Canada. This is in response to increased business costs driven by changing market dynamics. In addition, Bridgestone will adjust prices for select consumer replacement tire articles and patterns. Specific pricing information by pattern and article will be communicated separately.

Please note, all orders placed by December 31, 2020 and shipped and billed by January 31, 2021 will be invoiced at the current price. Orders placed on or after January 1, 2021 will be billed at the new adjusted price.

We are updating related MAP pricing and will communicate those changes in follow up communications.

Kind regards,

Mirella Cielo
President, Consumer Replacement Sales
U.S. & Canada
Bridgestone Americas

BRIDGESTONE
Bridgestone Americas
Tire Operations, LLC
200 4th Ave. South
Nashville, TN 37201

April 1, 2021

To: Bridgestone Dealer Network

Subject: May 1, 2021 Price Adjustment

Dear Valued Bridgestone Customer,

As previously shared last month, the Bridgestone commercial team announced price increases up to 8% to national accounts on Bridgestone brand commercial truck tires and Bandag retreading effective April 1, 2021. As we continue to assess our full product portfolio and contend with escalating raw material costs, Bridgestone is implementing a price increase of 8% on Firestone brand truck and bus radial tires sold in the U.S. and Canada. **Effective May 1, 2021** all Firestone truck and bus tires shipped on or after May 1, 2021 will reflect this increase.

Members of the Bridgestone Commercial sales teams are contacting customers to provide more detailed information about the changes.

Raw materials have increased significantly over the past 6 months and are forecasted to continue throughout 2021. Natural rubber, our largest raw material input has increased by 43% versus prior year. Bridgestone is committed to minimizing the impact of increased business costs on our customers. As always, the company continues to look for new opportunities to engineer efficiency into our business while investing to unlock sustainable growth opportunities with our customers. We sincerely appreciate your understanding as we traverse a market rife with global supply challenges and rising raw material costs.

To ensure a consistent supply of Firestone tires throughout April, Firestone shipments could be subject to an order limit of 130%.

- Based upon a dealer's monthly average of Firestone tires shipped from January 1, 2021 through March 31, 2021.
- Orders deemed essential, driving overall orders >130% limit will be considered for a manual override on a case-by-case basis.

All tires, regardless of backorder status, that ship starting May 1st, will be subject to this price update. An updated price sheet will be provided by your Bridgestone Dealer Sales Manager. Thank you for your continued business.

Chris Ripani
President, Commercial Truck and Retread
Bridgestone Americas Tire Operations, LLC

City of Laredo
Purchasing Division

Renewal Notice

November 15, 2021

Ms. Michelle May
The Goodyear Tire & Rubber Company
200 Innovation Way
Akron, Ohio 44316

Re: FY21-026 Police Package Tires & Passenger Car Tires
Fleet Department
Extension 1

Dear Ms. May,

This is to inform you that the contract FY21-026 is up for renewal. All tires 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:

Section I: Secondary Vendor

If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

The Goodyear Tire & Rubber Company
per pricing effective 2-1-22 thru 1-31-2023
Accept price book attached Reject

Authorized Signature:

Mr. Chris Campbell

Print Name: Chris Campbell; Director GCT&SC

Date: 11-22-2021

City of Laredo
Purchasing Division

Renewal Notice

November 15, 2021

Mr. Roger Webster
American Tire Distributors
350 Railhead Road
Fort Worth, Texas 76106

Re: FY21-026 Police Package Tires & Passenger Car Tires
Fleet Department
Extension I

Dear Mr. Webster,

This is to inform you that the renewal for contract FY21-026 is up for renewal. All tires 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:

Section I: Secondary Vendor
Section II: Secondary Vendor

If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

American Tire Distributor
To secure tires only. Pricing
Accept not included in renewal. Reject

Authorized Signature:

Print Name: Sherry McGee

Date: November 17, 2021

City of Laredo
Purchasing Division

Renewal Notice

November 15, 2021

Mr. Rick Lopez
Hesselbein Tire Southwest
4823 Corner Parkway
San Antonio, Texas 78219

Re: FY21-026 Police Package Tires & Passenger Car Tires
Fleet Department
Extension I

Dear Mr. Lopez,

This is to inform you that the contract FY21-026 is up for renewal. All tires 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:~~

Section I: Primary Vendor

If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Hesselbein Tire Southwest

Accept _____ Reject [illegible]

Authorized Signature: [signature]

Print Name: Rick Lopez

Date: November 23 2021

City of Laredo
Purchasing Division

LETTER OF AWARD

February 2, 2021

Ms. Michelle May
The Goodyear Tire & Rubber Company
200 Innovation Way
Akron, Ohio 44316

Re: FY21-026 Police Package Tires & Passenger Car Tires
Fleet Department
Approved by City Council on February 1, 2021

Dear Ms. May,

This is to inform you that the contract FY21-026 was approved by the City Council on February 1, 2021. The term of this contract shall be for a period of one year. All tires will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. This contract has three (1) year extension periods.

Contract Pricing:

Section I: Secondary Vendor

Statutory Requirement to File Form 1295:
Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html. You scan and email a copy to mpescador@ci.laredo.tx.us If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City of Laredo
Purchasing Division

LETTER OF AWARD

February 2, 2021

Mr. Roger Webster
American Tire Distributors
350 Railhead Road
Fort Worth, Texas 76106

Re: FY21-026 Police Package Tires & Passenger Car Tires
Fleet Department
Approved by City Council on February 1, 2021

Dear Mr. Webster,

This is to inform you that the contract FY21-026 was approved by the City Council on February 1, 2021. The term of this contract shall be for a period of one year. All tires will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. This contract has three (1) year extension periods.

Contract Pricing:

Section I: Secondary Vendor
Section II: Secondary Vendor

Statutory Requirement to File Form 1295:
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Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City of Laredo
Purchasing Division

LETTER OF AWARD

February 2, 2021

Mr. Rick Lopez
Hesselbein Tire Southwest
4823 Corner Parkway
San Antonio, Texas 78219

Re: FY21-026 Police Package Tires & Passenger Car Tires
Fleet Department
Approved by City Council on February 1, 2021

Dear Mr. Lopez,

This is to inform you that the contract FY21-026 was approved by the City Council on February 1, 2021. The term of this contract shall be for a period of one year. All tires will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. This contract has three (1) year extension periods.

Contract Pricing:

Section I: Primary Vendor

Statutory Requirement to File Form 1295:
Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancelation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html. You scan and email a copy to mpescador@ci.laredo.tx.us If there are any questions regarding this authorization, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

City of Laredo
Purchasing Division

LETTER OF AWARD

February 2, 2021

Mr. Richard Conwill
Southern Tire Mart LLC
800 Highway 98 Columbia
Columbia, MS 39429

Re: FY21-026 Police Package Tires & Passenger Car Tires
Fleet Department
Approved by City Council on February 1, 2021

Dear Mr. Conwill,

This is to inform you that the contract FY21-026 was approved by the City Council on February 1, 2021. The term of this contract shall be for a period of one year. All tires will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. This contract has three (1) year extension periods.

Contract Pricing:

Section I: Secondary Vendor
Section II: Primary Vendor

Statutory Requirement to File Form 1295:
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Sincerely,

Miguel A. Pescador
Purchasing Agent

Xc: Purchasing File

Fleet Management

City Council-Regular
Meeting Date: 02/01/2021
Initiated By: Riazul Mia, Assistant City Manager
Staff Source: Ronald W. Miller, Fleet Department Director, Miguel A. Pescador, Purchasing Agent

---

SUBJECT

Consideration to award annual contracts FY21-026 for the purchase of police and passenger car tires to the following bidders:

1. Section I: Hesselbein Tire Southwest, San Antonio, Texas, in an amount up to $ 130,000.00 (Primary Vendor); and

2. Section I: American Tire Distributors, Fort Worth, Texas in an amount up to $ 30,000.00 (Secondary Vendor); and

3. Section I: The Goodyear Tire & Rubber Company, Akron, Ohio in an amount up to $ 30,000.00 (Secondary Vendor); and

4. Section I: Southern Tire Mart, Columbia, Missouri in an amount up to $ 30,000.00 (Secondary Vendor); and

5. Section II: Southern Tire Mart, Columbia, Missouri in an amount up to $ 90,000.00 (Primary Vendor); and

6. Section II: American Tire Distributors, Fort Worth, Texas in an amount up to $ 30,000.00 (Secondary Vendor).

All tires will be secured on an as needed basis. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. This contract may be extended three (3) additional one (1) year periods, upon mutual agreement of the parties. Funding is available in the Fleet Maintenance budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City went out on formal bid solicitations and received six (6) bids through Cit-E-Bid for awarding a contract for the purchase of police and passenger car tires for the Fleet Department and received four bids. In evaluating each section of tires, staff is recommending that contracts be awarded by sections to the following bidders: Hesselbein Tire Southwest, American Tire Distributor, The Goodyear Tire & Rubber Company, and Southern Tire Mart.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract allows for three (3) additional one year extensions upon mutual agreement of the parties. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

Bid Summary:

Vendor	**Section I Police Package Tires**	Recommendation
Hesselbein Tire Southwest	$ 179,652.00	Primary Vendor
American Tire Distributors	$ 180,889.00	Secondary Vendor
The Goodyear Tire & Rubber Company	$ 190,800.00	Secondary Vendor
Southern Tire Mart	$ 197,400.00	Secondary Vendor
Border Tire	$ 206,281.00	
Toro Auto Sales	$ 284,981.00	
	Section II Passenger Car Tires	
Hesselbein Tire Southwest	$ 56,843.46 **Incomplete	

American Tire Distributor	$ 76,825.24	Secondary Vendor
The Goodyear Tire & Rubber Company	$ 81,581.78 **Incomplete	
Southern Tire Mart	$ 81,886.00	Primary Vendor
Border Tire	$ 90,996.42	
Toro Auto Sales	$ 96,269.74	

A complete bid tabulation and recommendation is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contracts be approved.

Fiscal Impact

Fiscal Year:	2021
Bugeted Y/N?:	Y
Source of Funds:	Fleet Maintenance Fund
Account #:	593-2810-533-2072
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

FY21-026 Recommendation
Bid Tab FY21-026
FY21-026 Contracts

FY21-026
American Tire Distributors
Supplier Response

Event Information

Number:	FY21-026
Title:	FY21-026 Police Package Tires & Passenger Car Tires - Fleet Department
Type:	Request For Bid
Issue Date:	12/3/2020
Deadline:	1/6/2021 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

American Tire Distributors Information

Contact: Roger Webster
Address: 350 Railhead Road
Fort Worth, TX 76106
Phone: (800) 722-6917
Email: rwebster@atd-us.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Sherry McGee
Signature

SMcgee@atd-us.com
Email

Submitted at 1/4/2021 1:45:54 PM

Response Attachments

ATD - CITY OF LAREDO POLICE PACKAGE TIRES and PASSENGER CAR TIRES - FY21-026.pdf

ATD - CITY OF LAREDO POLICE PACKAGE TIRES AND PASSENGER CAR TIRES FY621-026

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)** American Tire Distributors Inc.
3	**Print Name of person authorized to sign bid** Roger Webster
4	**Title** Government Sales Manager
5	**Business Address** 350 Rail Head Road
6	**City, State, Zip Code** Fort Worth, TX 76106
7	**Telephone Number** (800) 722-6917

8	**Federal Tax ID Number** 56-0754594
9	**Bidders Principal/Corporate Place of Business Address** 12200 Herbert Wayne Court, Suite 150, Huntersville, NC 28078
10	**Indicated Status of Business** Corporation
11	**If other state business status** *No response*
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?** 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** None of the above
31	**This company is not a certified minority business** This company is not a certified minority business

32 **Contact Person Email Address**

RWebster@atd-us.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.)

I am filing an update

38 **Question 4. Name of local government officer(s) with whom filer has employment or business relationship.**

This section (including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

No response

39 **Question 5. Sub-Part A**

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire?

No

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)

Roger Webster

46 **Question 2. Contract Information**

Please include the following:
a)Contract or Project Name
b)Originating Department

Police Package Tires & Passenger Car Tires
FY21-026
Fleet Department

47 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

American Tire Distributors Inc.
Roger Webster, Government Sales Manager

48 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

No response

49 **Question 5. List any individuals or entities that will be subcontractors on this contract**

If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.

Not Applicable

50 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

No response

51 **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

a) Any individual seeking contract with the city (Question 3)
b) Any owner of officer of entity seeking contract with the city (Question 3)
c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5)
e) The spouse of any individual listed in response to (a) through (d) above
f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

52 **Updates on contributions required**

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

53 **8. Disclosure of Conflict of Interest**

If you selected I am aware of conflict of interest is question 8, please list them in this section.

No response

54 **Question 9. Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

I have read and understand this section

55 **Question 10. No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

I have read and understand this section

56 **Question 11. Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

I have acknowledge that I have been advised

57 **Question 11. Oath**

Please complete in this section the required information for your company:
1) Name
2) Title
3) Company or DBA
4) Date

Roger Webster
Government Sales Manager
American Tire Distributors
January 4, 2021

58 **Question 12. Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

I swear or affirm information is correct

59 **Company Information Questionnaire**

I have completed this section

60 **Conflict of Interest Questionnaire**

I have completed this section

61 **Non-Collusive Affidavit**

I have completed and included this form

62 **Discretionary Contracts Disclosure**

I have completed this section

63 **Certificate of Interested Parties (Form 1295)**

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm.

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.
Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:
46.1. Application
46.3. Definitions
46.5. Disclosure of Interested Parties Form

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

I will comply with this form

6 4 **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 responsive responsible bidder), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified

in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.
Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

I Agree to the Terms and Conditions

65 Ordinace 2018-O-175

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

No response

Bid Lines

1 Package Header

Section I: Police Package Tires

Quantity: 1 UOM: PKG Total: $180,889.00

Manufacturer:

Item Notes:

Supplier Notes: GENERAL G-MAX JUSTICE PURSUIT TIRES

Package Items

1.1 P225/60R-16V Eagle RS-A- Police Pursuit Radial, conventional thread. (Goodyear Police Special, or Approved Equal) W/Latest D.O.T. Approval.

Quantity: 300 UOM: EA Price: $72.85 Total: $21,855.00

Supplier Notes: GENERAL G-MAX #15553910000

1.2 P235/55R17 Goodyear Police Pursuit Radial, conventional thread. (Goodyear Police Special, or Approved Equal) W/Latest D.O.T. Approval.

Quantity: 400 UOM: EA Price: $105.69 Total: $42,276.00

Supplier Notes: GENERAL G-MAX #15553940000

1.3 P225/60R18 Goodyear Police Pursuit Radial, conventional thread. (Goodyear Police Special, or Approved Equal) W/1980

D.O.T. Approval or latest revision thereof.

Quantity: 200 UOM: EA Price: $110.58 Total: $22,116.00

Supplier Notes: GENERAL G-MAX #15553920000

1.4

P235/50R18 Goodyear Eagle RSA Police Pursuit Radial, Conventional. (Goodyear Police or Approved equal)

Quantity: 200 UOM: EA Price: $101.85 Total: $20,370.00

Supplier Notes: GENERAL G-MAX #15553930000

1.5 P245/55R18 Firestone/Goodyear Eagle RSA Police Pursuit Radial, Conventional. (Police)

Quantity: 400 UOM: EA Price: $122.63 Total: $49,052.00

Supplier Notes: GENERAL G-MAX #15553950000

1.6

Goodyear/Firestone

P255/60R18 108V

Police Pursuit Radial

Quantity: 200 UOM: EA Price: $126.10 Total: $25,220.00

Supplier Notes: GENERAL G-MAX #04505550000

2 Package Header

Section II: Passenger Car Tires

Quantity: 1 UOM: PKG Total: $76,825.24

Manufacturer:

Item Notes:

Supplier Notes: GENERAL, HERCULES, STC, SAMSON AND HANKOOK

Package Items

2.1 LT215/85R16 HWY RIB 10 Ply

Quantity: 24 UOM: EA Price: $101.31 Total: $2,431.44

Supplier Notes: GEN GRABBER HD #04507140000

2.2 LT235/85R16 HWY RIB 10 Ply

Quantity: 64 UOM: EA Price: $112.30 Total: $7,187.20

Supplier Notes: GEN GRABBER HD #04507170000

2.3 LT235/75R15 HWY RIB 6 Ply

Quantity: 16 UOM: EA Price: $107.59 Total: $1,721.44

Supplier Notes: GEN GRABBER AT2 #0568406000

2.4 P265/65R17HWY RIB STD LOAD

Quantity: 12 UOM: EA Price: $107.59 Total: $1,291.08

Supplier Notes: GEN GRABBER HTS60 #04504850000

2.5 P205/65R15 Radial/Regatta 4Ply

Quantity: 8 UOM: EA Price: $63.82 Total: $510.56

Supplier Notes: GEN ALTIMAX RT43 #15494940000

2.6 P225/60R16 Non Police 4Ply

Quantity: 48 UOM: EA Price: $77.41 Total: $3,715.68

Supplier Notes: GEN ALTIMAX RT43 #15494650000

2.7 LT245/75-R16 RIB 10 Ply

Quantity: 72 UOM: EA Price: $106.86 Total: $7,693.92

Supplier Notes: GEN GRABBER HD #04507180000

2.8 LT265/75R16 RIB TIRE-AT

Quantity: 8 UOM: EA Price: $121.94 Total: $975.52

Supplier Notes: GEN GRABBER HD #04507190000

2.9 P235/70R16XL

Quantity: 20 UOM: EA Price: $88.55 Total: $1,771.00

Supplier Notes: GEN GRABBER HTS60 #04504670000

2.10 P225/70R15 Radial Regatta 4 Ply

Quantity: 36 UOM: EA Price: $72.47 Total: $2,608.92

Supplier Notes: GEN ALTIMAX RT43 #15502670000

2.11 LT245/70R17 HWY RIB 10Ply

Quantity: 130 UOM: EA Price: $118.21 Total: $15,367.30

Supplier Notes: GEN GRABBER HD #04507210000

2.12 LT235/75R17E

Quantity: 12 UOM: EA Price: $118.23 Total: $1,418.76

Supplier Notes: GEN GRABBER HTS #15485520000

2.13 LT225/70R19.5 RIB TIRE 12Ply

Quantity: 40 UOM: EA Price: $169.75 Total: $6,790.00

Supplier Notes: HER STRONG GUARD H-RA REGIONAL A/P #95323

2.14 700 X 15 RIB TIRE 8Ply

Quantity: 20 UOM: EA Price: $77.14 Total: $1,542.80

Supplier Notes: STC HI-RUN HWY #WD1318

2.15 P265/70R16 HIGHWAY 4Ply

Quantity: 12 UOM: EA Price: $100.92 Total: $1,211.04

Supplier Notes: GEN GRABBER HTS60 #04504720000

2.16 7.50 X 16 RIB TIRE 12Ply

Quantity: 12 UOM: EA Price: $76.89 Total: $922.68

Supplier Notes: SAM SPECIAL ST METRIC TRL #ST12021-2

2.17 ST205/75R15 (TRAILER TIRE)

Quantity: 50 UOM: EA Price: $53.87 Total: $2,693.50

Supplier Notes: STC #WB1228

2.18 LT265/70R17 10Ply

Quantity: 12 UOM: EA Price: $110.05 Total: $1,320.60

Supplier Notes: GEN GRABBER HTS60 #04504790000

2.19 P215/65R17 Standard Load

Quantity: 8 UOM: EA Price: $84.59 Total: $676.72

Supplier Notes: GEN ALTIMAX RT43 #15495040000

2.20 P255/65R17 HIGHWAY

Quantity: 12 UOM: EA Price: $113.29 Total: $1,359.48

Supplier Notes: GEN GRABBER HTS60 #04504840000

2.21 P215/60R16 Non Police 4Ply

Quantity: 8 UOM: EA Price: $76.43 Total: $611.44

Supplier Notes: GEN ALTIMAX RT43 #15497810000

2.22 P215/75R15 4Ply

Quantity: 8 UOM: EA Price: $94.98 Total: $759.84

Supplier Notes: GEN GRABBER A/TX #04503850000

2.23 P225/75R15 4Ply

Quantity: 24 UOM: EA Price: $72.79 Total: $1,746.96

Supplier Notes: HAN KINERGY S TOURING #1022046

2.24 P235/60R16 4Ply

Quantity: 4 UOM: EA Price: $78.96 Total: $315.84

Supplier Notes: GEN ALTIMAX RT43 #15494750000

2.25 P235/65R17 4Ply

Quantity: 8 UOM: EA Price: $94.24 Total: $753.92

Supplier Notes: GEN ALTIMAX RT43 #154951700000

2.26 ST235/80R16E

Quantity: 40 UOM: EA Price: $91.56 Total: $3,662.40

Supplier Notes: STC HI-RUN HWY #WD1232

2.27 LT215/75R-17.5

Quantity: 40 UOM: EA Price: $144.13 Total: $5,765.20

Supplier Notes: HER STRONG GUARD H-RA REGIONAL A/P #95321

Response Total: $257,714.24

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

POLICE PACKAGE TIRES & PASSENGER CAR TIRES
FLEET DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding annual contracts for the supply of police and passenger car tires for the Fleet Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 **until 5:00 P.M on January 6, 2021; and all bids received will be opened and read publicly at 11:00 AM at the Office of the City Secretary on January 7, 2021.**

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

Bid: Police Package Tires & Passenger Car Tires – Fleet Department
FY21-026

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 annual contracts for the supply of police and car passenger tires 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 January 6, 2021** and all bids received will be **opened** and read publicly on **January 7, 2021 at 11:00 AM.**

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C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 3rd DAY OF DECEMBER 2020.

Jose A. Valdez Jr.
City Secretary

RECD CITY SEC DEC
DEC 3 '20 PM2:22

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
Police Package Tires and Passenger Car Tires
Fleet Department

15.0 Scope of Work

The City of Laredo is requesting bid pricing from qualified vendors for awarding annual contracts for the purchase of police and car passenger tires 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, December 14, 2020 at 2:00 PM to: Email: saldape@ci.laredo.tx.us

16.0 Point of Contact

For additional questions regarding these specifications please contact:

Contact	Phone#	Email
Ron Miller	(956) 727-6455	rmiller@ci.laredo.tx.us

17.0 General Conditions:

17.1 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.

17.2 Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

17.3 Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

18.0 Tire Specifications

All tires furnished under this bid shall be latest manufactured design. Any materials or parts used in complying with this contract are to be equal to or better than original materials specified.

Tires shall be of class "A" construction or equal. Class "A" tires are those generally recognized in the trade as at least first line, first grade and 100 level.

Consideration will not be given to tires and tubes which are generally considered as less than first line, first grade, 100 level as defined herein.

18.1 AGE OF TIRES

Tires supplied under this bid shall not be more than six (6) months old date from manufacture time to time of delivery to City of Laredo.

18.2 Tire Size, PLY AND MARKINGS

Each tire shall be stamped or branded with:

18.2.1 Manufacturer's name, trade name or trademark.

18.2.2 Tire size including ply or ply rating.

18.2.3 Serial number and the percentage of nylon, steel-belted cord used in the manufacturing process. If other than nylon, steel-belted cord is used, the product shall be shown.

18.2.4 Tires bid cannot be speed restricted.

19.0 Quality

All tires supplied under this bid shall be of the latest construction and tread design, of superior quality and workmanship and suitable for the use intended.

20.0 Warranty and Guarantee

Bidder must stipulate or attached to bid the warranty and/ or guarantee for tires. Any warranty or guarantee submitted will be a factor in making the award.

Standard Manufacturer Warranty. Manufacturer Defect of Workmanship/Materials.

21.0 Qualifications of Bidder

21.1 Only those bids from manufactures of their franchised dealers, which have pre-qualified their tires with the City of Laredo Fleet Department, will be accepted.

21.2 Qualified brands are as follow:

1.	General	2.	Good Year	3.	Firestone
4.	Michelin	5.	Uniroyal	6.	B.F. Goodrich
7.	Dunlop	8.	Bridgestone	9.	TOYO
10.	Yokahama	11.	Cooper	12.	Continental

22.0 Delivery

Delivery of tires to the City of Laredo Fleet Department Shop must be made within 3 calendar days after order has been placed.

Bidder's business hours: From: 8 a.m. to 5 p.m.

Days of week: Monday - Friday

23.0 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.

24.0 Purchases

Tires will be purchased on a per-need basis. The City's needs shall govern the amount of tires purchased throughout the contract period. All quantities indicated on this bid document are estimates only. Actual quantities to be purchased may exceed of may be lower than quantities specified.

25.0 Contract Provisions

25.1 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.

25.2 Pickup & delivery: Successful bidder must provide pickup and delivery of parts during regular working hours to the Fleet Management Shop located at 1102 Bob Bullock Loop.

25.3 Bids will be awarded by sections to the lowest responsible bidder meeting the city's requirements.

25.4 Bid quantities are estimates only. The City of Laredo reserves the right to purchase more or less than the quantities indicated on the bid schedule.

25.5 When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase contract materials on the open market and charge the contract vendor the price difference.

25.6 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.

25.7 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.

25.8 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 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.

25.9 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).

25.10 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.

26.0 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.

26.1 This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

27.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. 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.

27.1 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.

28.0 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

29.0 Delivery

Delivery of materials is to be made within 24 hours from request. If material cannot be delivered within stated time, the City of Laredo reserves the right to approach an alternative source until primary supplier can resume or start delivering materials. When using an alternative supplier, material will be contracted supplier.

Delivery time for all items ordered under the terms and conditions of this contract are 1-2 working days from date of order.

Bidder's business hours: From: 8 a.m. to 5 p.m.

Days of week: Monday - Friday

30.0 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)

31.0 **Tab A – Bidder Information Questionnaire**

Bidder Information/Business Questionnaire: Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) American Tire Distributors Inc.

Signature Roger Webster Date January 4, 2021
of person authorized to sign bid

Print Name Roger Webster
of person authorized to sign bid

Title: Government Sales Manager

Business Address: 350 Railhead Road

City, State, Zip Code: Fort Worth, TX 76106

Telephone Number: 800-722-6917 Fax Number: 682-499-7735

Contact Person Email Address: RWebster@atd-us.com

Federal Tax ID Number: 56-0754594

Bidders Principal/Corporate Place of Business Address: 12200 Herbert Wayne Court, Suite 150, Huntersville, NC 28078

Indicated Status of Business:

Corporation X Partnership____ Sole Proprietorship ____ Other: ____

If other state business status: ____

State how long under its present business name: 65 years

If applicable, list all other names under which the Business identified above operated in the last five years.

____

____

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No.

Is any litigation pending against the Business? Yes / No.

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No.

Hs the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No.

State if company is a certified minority business enterprise:
Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify _____

This company is not a certified minority business: X

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

32.0 Tab B Price Schedule

32.1 Section I: Police Package Tires

Item	Description	QTY	Unit Price	Extended Price	Brand/Number Of Tires Proposed
1	P225/60R-16V Eagle RS-A- Police Pursuit Radial, conventional thread. (Goodyear Police Special, or Approved Equal) W/Latest D.O.T. Approval.	300	$ 72.85	$21,855.00	General G-Max #15553910000
2	P235/55R17 Goodyear Police Pursuit Radial, conventional thread. (Goodyear Police Special, or Approved Equal) W/Latest D.O.T. Approval.	400	$ 105.69	$42,276.00	General G-Max #15553940000
3	P225/60R18 Goodyear Police Pursuit Radial, conventional thread. (Goodyear Police Special, or Approved Equal) W/1980 D.O.T. Approval or latest revision thereof.	200	$ 110.58	$22,116.00	General G-Max #15553920000
4	P235/50R18 Goodyear Eagle RSA Police Pursuit Radial, Conventional. (Goodyear Police or Approved equal)	200	$101.85	$20,370.00	General G-Max #15553930000
5	P245/55R18 Firestone/Goodyear Eagle RSA Police Pursuit Radial, Conventional. (Police)	400	$ 122.63	$49,052.00	General G-Max #15553950000
6	Goodyear/Firestone P255/60R18 108V Police Pursuit Radial	200	$ 126.10	$ 25,220.00	General G-Max #04505550000
			Total Section I	$180,889.00	

Company Name: American Tire Distributors Inc.

Owner/President Name: _____

Company Address: 350 Railhead Road

City, State, Zip Code: Fort Worth, TX 76106

Company Authorized Representative's Signature: Roger Webster

Company Representative's Name: Roger Webster

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

32.2 Section II: Passenger Car Tires

Item	Description	Qty	Unit Price	Total Price	Tire Brand Proposed
1	LT215/85R16 HWY RIB 10 Ply	24	$ 101.31	$2,431.44	General #04507140000
2	LT235/85R16 HWY RIB 10 Ply	64	$ 112.30	$ 7,187.20	General #04507170000
3	LT235/75R15 HWY RIB 6 Ply	16	$ 107.59	$ 1721.44	General #05684060000
4	P265/65R17HWY RIB STD LOAD	12	$ 107.59	$ 1,291.08	General #04504850000
5	P205/65R15 Radial/Regatta 4Ply	8	$63.82	$ 510.56	General #15494940000
6	P225/60R16 Non Police 4Ply	48	$ 77.41	$ 3,715.68	General #15494650000
7	LT245/75-R16 RIB 10 Ply	72	$ 106.86	$7,693.92	General #04507180000
8	LT265/75R16 RIB TIRE-AT	8	$ 121.94	$975.52	General #04507190000
9	P235/70R16XL	20	$ 88.55	$1,771.00	General #04504670000
10	P225/70R15 Radial Regatta 4 Ply	36	$72.47	$2,608.92	General #15502670000
11	LT245/70R17 HWY RIB 10Ply	130	$ 118.21	$ 15,367.30	General #04507210000
12	LT235/75R17E	12	$ 118.23	$ 1,418.76	General #15485520000
13	LT225/70R19.5 RIB TIRE 12Ply	40	$ 169.75	$ 6,790.00	Hercules #95323
14	700 X 15 RIB TIRE 8Ply	20	$77.14	$ 1,542.80	STC #WD1318
15	P265/70R16 HIGHWAY 4Ply	12	$ 100.92	$ 1,211.04	General #04504720000
16	7.50 X 16 RIB TIRE 12Ply	12	$ 76.89	$ 922.68	Samson #ST12021-2
17	ST205/75R15 (TRAILER TIRE)	50	$ 53.87	$2,693.50	STC #WB1228
18	LT265/70R17 10Ply	12	$ 110.05	$ 1,320.60	General #04504790000
19	P215/65R17 Standard Load	8	$84.59	$ 676.72	General #15495040000
20	P255/65R17 HIGHWAY	12	$ 113.29	$ 1,359.48	General #04504840000
21	P215/60R16 Non Police 4Ply	8	$ 76.43	$ 611.44	General #15497810000
22	P215/75R15 4Ply	8	$ 94.98	$ 759.84	General #04503850000
23	P225/75R15 4Ply	24	$ 72.79	$ 1,746.96	Hankook #1022046
24	P235/60R16 4Ply	4	$ 78.96	$ 315.84	General #15494750000
25	P235/65R17 4Ply	8	$94.24	$ 753.92	General #15495170000
26	ST235/80R16E	40	$ 91.56	$ 3,662.40	STC #WD1232
27	LT215/75R-17.5	40	$ 144.13	$ 5,765.20	Hercules #95321
			Total Section- II	$ 76,825.24	

Company Name: American Tire Distributors Inc.

Owner/President Name: _____

Company Address: 350 Railhead Road

City, State, Zip Code: Fort Worth, TX 76106

Company Authorized Representative's Signature: Roger Webster

Company Representative's Name: Roger Webster

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

33.0 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] HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Roger Webster — Name
Roger Webster — Signature
January 4, 2021 — 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.**
American Tire Distributors Inc.

2 [ ] **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

No Conflicts Exist
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.

Roger Webster
Signature of person doing business with the governmental entity

January 4, 2021
Date

34.0 Tab D

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}
TARRANT

Being first duly sworn, deposes and says:

That he/she is Government Sales 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.

Notary Public
Sherry McGee
My Commission Expires
07/24/2022
ID No. 10614203

Roger Webster

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 4 day of January 2021.

Sherry McGee

Notary Public

My commission expires:

July 24, 2022

35.0 Tab E

City of Laredo
Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 if the City's Ethics Code.
***This is a X New Submission or ___Correction or ___Update to previous submission.**

***1. Name of person submitting this disclosure form.**

First	M.I.	Last	Suffix
Roger		Webster	

***2. Contract Information.**

a) Contract or Project name(s): FY21-026 Police Package Tires & Passenger Car Tires

b) Originating Department(s): Fleet Department

***3 Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Name (Print)	Signature	Name (Print)	Signature
Roger Webster	Roger Webster	Roger Webster	Roger Webster

***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.

Roger Webster	Roger Webster	Government Sales Manager
Name (Print)	Signature	Title
American Tire Distributors Inc.		January 4, 2021
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

FY21-026
Southern Tire Mart, LLC
Supplier Response

Event Information

Number:	FY21-026
Title:	FY21-026 Police Package Tires & Passenger Car Tires - Fleet Department
Type:	Request For Bid
Issue Date:	12/3/2020
Deadline:	1/6/2021 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

Southern Tire Mart, LLC Information

Contact: Richard Conwill
Address: 800 Highway 98
Columbia
Columbia, MS 39429
Phone: (877) 786-4681
Email: richard.conwill@stmtires.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Richard Conwill
Signature

richard.conwill@stmtires.com
Email

Submitted at 1/4/2021 4:17:11 PM

Response Attachments

Warranties.pdf

Manufacturer Warranties

Signed Bid.pdf

Signed 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)** Southern Tire Mart, LLC
3	**Print Name of person authorized to sign bid** Richard Conwill
4	**Title** Director of Government Sales
5	**Business Address** 800 Highway 98
6	**City, State, Zip Code** Columbia, MS 39429

7	**Telephone Number** (877) 786-4681
8	**Federal Tax ID Number** 06-1689011
9	**Bidders Principal/Corporate Place of Business Address** 800 Highway 98 Columbia MS
10	**Indicated Status of Business** Other
11	**If other state business status** LLC
12	**State how long under its present bsuiness name** 18 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. *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**

None

31 **This company is not a certified minority business**

This company is not a certified minority business

32 **Contact Person Email Address**

richard.conwill@stmtires.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**

Richard Conwill - Southern Tire Mart, LLC

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

None

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)

Richard Conwill

46 **Question 2. Contract Information**

Please include the following:
a)Contract or Project Name
b)Originating Department

Police Package Tires & Passenger Car Tires
Fleet Department

47 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Southern Tire Mart, LLC

48 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

No response

49 **Question 5. List any individuals or entities that will be subcontractors on this contract**

If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.

No response

50 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

No response

51 **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

a) Any individual seeking contract with the city (Question 3)
b) Any owner of officer of entity seeking contract with the city (Question 3)
c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5)
e) The spouse of any individual listed in response to (a) through (d) above
f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

52 **Updates on contributions required**

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

53 **8. Disclosure of Conflict of Interest**

If you selected I am aware of conflict of interest is question 8, please list them in this section.

N/A

54 **Question 9. Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

I have read and understand this section

55 **Question 10. No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

I have read and understand this section

56 **Question 11. Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

I have acknowledge that I have been advised

57 **Question 11. Oath**

Please complete in this section the required information for your company:
1) Name
2) Title
3) Company or DBA
4) Date

Richard Conwill
Director of Government Sales
Southern Tire Mart, LLC
01/04/2021

58 **Question 12. Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

I swear or affirm information is correct

59 **Company Information Questionnaire**

I have completed this section

60 **Conflict of Interest Questionnaire**

I have completed this section

61 **Non-Collusive Affidavit**

I have completed and included this form

62 **Discretionary Contracts Disclosure**

I have completed this section

63 **Certificate of Interested Parties (Form 1295)**

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm.

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.
Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:
46.1. Application
46.3. Definitions
46.5. Disclosure of Interested Parties Form

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

I will comply with this form

6 4 **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 responsive responsible bidder), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified

in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.
Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

I Agree to the Terms and Conditions

65 **Ordinace 2018-O-175**

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

Southern Tire Mart's corporate office is located in Columbia, MS but we employ over 100 people in the state of TX and have a local store located in Laredo.

Bid Lines

1 **Package Header**

Section I: Police Package Tires

Quantity: 1 UOM: PKG Total: $197,400.00

Manufacturer:

Item Notes:

Package Items

1.1 P225/60R-16V Eagle RS-A- Police Pursuit Radial, conventional thread. (Goodyear Police Special, or Approved Equal) W/Latest D.O.T. Approval.

Quantity: 300 UOM: EA Price: $94.00 Total: $28,200.00

1.2 P235/55R17 Goodyear Police Pursuit Radial, conventional thread. (Goodyear Police Special, or Approved Equal) W/Latest D.O.T. Approval.

Quantity: 400 UOM: EA Price: $108.00 Total: $43,200.00

1.3 P225/60R18 Goodyear Police Pursuit Radial, conventional thread. (Goodyear Police Special, or Approved Equal) W/1980

D.O.T. Approval or latest revision thereof.

Quantity: 200 UOM: EA Price: $114.00 Total: $22,800.00

1.4

P235/50R18 Goodyear Eagle RSA Police Pursuit Radial, Conventional. (Goodyear Police or Approved equal)

Quantity: 200 UOM: EA Price: $136.00 Total: $27,200.00

1.5 P245/55R18 Firestone/Goodyear Eagle RSA Police Pursuit Radial, Conventional. (Police)

Quantity: 400 UOM: EA Price: $131.00 Total: $52,400.00

1.6

Goodyear/Firestone

P255/60R18 108V

Police Pursuit Radial

Quantity: 200 UOM: EA Price: $118.00 Total: $23,600.00

2 Package Header

Section II: Passenger Car Tires

Quantity: 1 UOM: PKG Total: $81,886.00

Manufacturer:

Item Notes:

Package Items

2.1 LT215/85R16 HWY RIB 10 Ply

Quantity: 24 UOM: EA Price: $101.00 Total: $2,424.00

2.2 LT235/85R16 HWY RIB 10 Ply

Quantity: 64 UOM: EA Price: $112.00 Total: $7,168.00

2.3 LT235/75R15 HWY RIB 6 Ply

Quantity: 16 UOM: EA Price: $94.00 Total: $1,504.00

2.4 P265/65R17HWY RIB STD LOAD

Quantity: 12 UOM: EA Price: $121.00 Total: $1,452.00

2.5 P205/65R15 Radial/Regatta 4Ply

Quantity: 8 UOM: EA Price: $56.00 Total: $448.00

2.6 P225/60R16 Non Police 4Ply

Quantity: 48 UOM: EA Price: $77.00 Total: $3,696.00

2.7 LT245/75-R16 RIB 10 Ply

Quantity: 72 UOM: EA Price: $106.00 Total: $7,632.00

2.8 LT265/75R16 RIB TIRE-AT

Quantity: 8 UOM: EA Price: $130.00 Total: $1,040.00

2.9 P235/70R16XL

Quantity: 20 UOM: EA Price: $103.00 Total: $2,060.00

2.10 P225/70R15 Radial Regatta 4 Ply

Quantity: 36 UOM: EA Price: $67.00 Total: $2,412.00

2.11 LT245/70R17 HWY RIB 10Ply

Quantity: 130 UOM: EA Price: $123.00 Total: $15,990.00

2.12 LT235/75R17E

Quantity: 12 UOM: EA Price: $114.00 Total: $1,368.00

2.13 LT225/70R19.5 RIB TIRE 12Ply

Quantity: 40 UOM: EA Price: $224.00 Total: $8,960.00

2.14 700 X 15 RIB TIRE 8Ply

Quantity: 20 UOM: EA Price: $79.00 Total: $1,580.00

2.15 P265/70R16 HIGHWAY 4Ply

Quantity: 12 UOM: EA Price: $115.00 Total: $1,380.00

2.16 7.50 X 16 RIB TIRE 12Ply

Quantity: 12 UOM: EA Price: $65.00 Total: $780.00

2.17 ST205/75R15 (TRAILER TIRE)

Quantity: 50 UOM: EA Price: $44.00 Total: $2,200.00

2.18 LT265/70R17 10Ply

Quantity: 12 UOM: EA Price: $133.00 Total: $1,596.00

2.19 P215/65R17 Standard Load

Quantity: 8 UOM: EA Price: $81.00 Total: $648.00

2.20 P255/65R17 HIGHWAY

Quantity: 12 UOM: EA Price: $111.00 Total: $1,332.00

2.21 P215/60R16 Non Police 4Ply

Quantity: 8 UOM: EA Price: $76.00 Total: $608.00

2.22 P215/75R15 4Ply

Quantity: 8 UOM: EA Price: $84.00 Total: $672.00

2.23 P225/75R15 4Ply

Quantity: 24 UOM: EA Price: $95.00 Total: $2,280.00

2.24 P235/60R16 4Ply

Quantity: 4 UOM: EA Price: $80.00 Total: $320.00

2.25 P235/65R17 4Ply

Quantity: 8 UOM: EA Price: $92.00 Total: $736.00

2.26 ST235/80R16E

Quantity: 40 UOM: EA Price: $59.00 Total: $2,360.00

2.27 LT215/75R-17.5

Quantity: 40 UOM: EA Price: $231.00 Total: $9,240.00

Response Total: $279,286.00

Bid to be serviced by
Southern Tire Mart, LLC
101A Beltway Parkway
Laredo, TX 78045

Alex P[illegible], Manager
gov-sales@stmtires.com
Phone: 956-718- 1050

CITY OF LAREDO
PURCHASING DIVISION

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

POLICE PACKAGE TIRES & PASSENGER CAR TIRES
FLEET DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding annual contracts for the supply of police and passenger car tires for the Fleet Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 **until 5:00 P.M on January 6, 2021; and all bids received will be opened and read publicly at 11:00 AM at the Office of the City Secretary on January 7, 2021.**

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

Bid: Police Package Tires & Passenger Car Tires – Fleet Department
FY21-026

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**

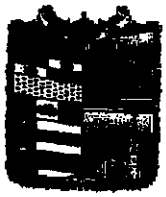
The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

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 annual contracts for the supply of police and car passenger tires 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 January 6, 2021** and all bids received will be opened and read publicly on **January 7, 2021 at 11:00 AM.**

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

BID: Police Package Tires and Passenger Car Tires
FY21-026

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 3rd DAY OF DECEMBER 2020.

Jose A. Valdez Jr.
City Secretary

RECD CITY SEC OFF
DEC 3 '20 PM2:22

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
Police Package Tires and Passenger Car Tires
Fleet Department

15.0 Scope of Work
The City of Laredo is requesting bid pricing from qualified vendors for awarding annual contracts for the purchase of police and car passenger tires 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, December 14, 2020 at 2:00 PM to: Email: ealdape@ci.laredo.tx.us

16.0 Point of Contact
For additional questions regarding these specifications please contact:

Contact	Phone#	Email
Ron Miller	(956) 727-6455	rmiller@ci.laredo.tx.us

17.0 General Conditions:

17.1 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.

17.2 Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

17.3 Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

18.0 Tire Specifications
All tires furnished under this bid shall be latest manufactured design. Any materials or parts used in complying with this contract are to be equal to or better than original materials specified.

Tires shall be of class "A" construction or equal. Class "A" tires are those generally recognized in the trade as at least first line, first grade and 100 level.

Consideration will not be given to tires and tubes which are generally considered as less than first line, first grade, 100 level as defined herein.

18.1 AGE OF TIRES
Tires supplied under this bid shall not be more than six (6) months old date from manufacture time to time of delivery to City of Laredo.

18.2 Tire Size, PLY AND MARKINGS
Each tire shall be stamped or branded with:

18.2.1 Manufacturer's name, trade name or trademark.

18.2.2 Tire size including ply or ply rating.

18.2.3 Serial number and the percentage of nylon, steel-belted cord used in the manufacturing process. If other than nylon, steel-belted cord is used, the product shall be shown.

18.2.4 Tires bid cannot be speed restricted.

19.0 Quality

All tires supplied under this bid shall be of the latest construction and tread design, of superior quality and workmanship and suitable for the use intended.

20.0 Warranty and Guarantee

Bidder must stipulate or attached to bid the warranty and/ or guarantee for tires. Any warranty or guarantee submitted will be a factor in making the award.

See attached manufacturer warranties

21.0 Qualifications of Bidder

21.1 Only those bids from manufacturers of their franchised dealers, which have pre-qualified their tires with the City of Laredo Fleet Department, will be accepted.

21.2 Qualified brands are as follow:

1.	General	2.	Good Year	3.	Firestone
4.	Michelin	5.	Uniroyal	6.	B.F. Goodrich
7.	Dunlop	8.	Bridgestone	9.	TOYO
10.	Yokahama	11.	Cooper	12.	Continental

22.0 Delivery

Delivery of tires to the City of Laredo Fleet Department Shop must be made within 3 calendar days after order has been placed.

Bidder's business hours: From: 8:00 a.m. to 6:00 p.m.

Days of week: Mon-Fri 8:00am-12:00pm Sat CLOSED Sun

23.0 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.

24.0 Purchases

Tires will be purchased on a per-need basis. The City's needs shall govern the amount of tires purchased throughout the contract period. All quantities indicated on this bid document are estimates only. Actual quantities to be purchased may exceed of may be lower than quantities specified.

25.0 Contract Provisions

25.1 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.

25.2 Pickup & delivery: Successful bidder must provide pickup and delivery of parts during regular working hours to the Fleet Management Shop located at 1102 Bob Bullock Loop.

25.3 Bids will be awarded by sections to the lowest responsible bidder meeting the city's requirements.

25.4 Bid quantities are estimates only. The City of Laredo reserves the right to purchase more or less than the quantities indicated on the bid schedule.

25.5 When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase contract materials on the open market and charge the contract vendor the price difference.

25.6 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.

25.7 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.

25.8 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 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.

25.9 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).

25.10 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.

26.0 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.

26.1 This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

27.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. 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.

27.1 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.

28.0 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

29.0 Delivery

Delivery of materials is to be made within 24 hours from request. If material cannot be delivered within stated time, the City of Laredo reserves the right to approach an alternative source until primary supplier can resume or start delivering materials. When using an alternative supplier, material will be contracted supplier.

Delivery time for all items ordered under the terms and conditions of this contract are 1-3 days in stock 3-7 days in warehouse working days from date of order.

Bidder's business hours: From: 8:00 a.m. to 6:00 p.m.

Days of week: Mon- Fri 8:00am-12:00pm Sat CLOSED Sun

30.0 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)

31.0 **Tab A – Bidder Information Questionnaire**

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) Southern Tire Mart, LLC

Signature _____ Date 1/4/2021
of person authorized to sign bid

Print Name Richard Conwill
of person authorized to sign bid

Title: Director of Government Sales

Business Address: 800 Highway 98

City, State, Zip Code: Columbia, MS 39429

Telephone Number: 877-786-4681 Fax Number: 601-651-0655

Contact Person Email Address: richard.conwill@stmtires.com

Federal Tax ID Number: 06-1689011

Bidders Principal/Corporate Place of Business Address: 800 Highway 98, Columbia, MS 39429

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: X

If other state business status: LLC

State how long under its present business name: 18 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

32.0 Tab B Price Schedule

32.1 Section I: Police Package Tires

Item	Description	QTY	Unit Price	Extended Price	Brand/Number Of Tires Proposed
1	P225/60R-16V Eagle RS-A- Police Pursuit Radial, conventional thread. (Goodyear Police Special, or Approved Equal) W/Latest D.O.T. Approval.	300	$94.00	$28,200.00	FIRESTONE #067911
2	P235/55R17 Goodyear Police Pursuit Radial, conventional thread. (Goodyear Police Special, or Approved Equal) W/Latest D.O.T. Approval.	400	$108.00	$43,200.00	FIRESTONE #003874 #001687
3	P225/60R18 Goodyear Police Pursuit Radial, conventional thread. (Goodyear Police Special, or Approved Equal) W/1980 D.O.T. Approval or latest revision thereof.	200	$114.00	$22,800.00	FIRESTONE #003875 #011688
4	P235/50R18 Goodyear Eagle RSA Police Pursuit Radial, Conventional. (Goodyear Police or Approved equal)	200	$136.00	$27,200.00	FIRESTONE #023308 #011686
5	P245/55R18 Firestone/Goodyear Eagle RSA Police Pursuit Radial, Conventional. (Police)	400	$131.00	$52,400.00	FIRESTONE #000177 #000702
6	Goodyear/Firestone P255/60R18 108V Police Pursuit Radial	200	$118.00	$23,600.00	FIRESTONE #012114
			Total Section I	$197,400.00	

Company Name: Southern Tire Mart, LLC

Owner/President Name: Thomas Duff & James Duff

Company Address: 800 Highway 98

City, State, Zip Code: Columbia, MS 39429

Company Authorized Representative's Signature:

Company Representative's Name: Richard Conwill

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

32.2 Section II: Passenger Car Tires

Item	Description	Qty	Unit Price	Total Price	Tire Brand Proposed
1	LT215/85R16 HWY RIB 10 Ply	24	$101.00	$2,424.00	FIRESTONE #002758
2	LT235/85R16 HWY RIB 10 Ply	64	$112.00	$7,168.00	FIRESTONE #002759
3	LT235/75R15 HWY RIB 6 Ply	16	$94.00	$1,504.00	LAUFENN #LF2020163
4	P265/65R17HWY RIB STD LOAD	12	$121.00	$1,452.00	FIRESTONE #066156
5	P205/65R15 Radial/Regatta 4Ply	8	$56.00	$448.00	FIRESTONE #098019
6	P225/60R16 Non Police 4Ply	48	$77.00	$3,696.00	FIRESTONE #015607
7	LT245/75-R16 RIB 10 Ply	72	$106.00	$7,632.00	FIRESTONE #002761
8	LT265/75R16 RIB TIRE-AT	8	$130.00	$1,040.00	FIRESTONE #002762
9	P235/70R16XL	20	$103.00	$2,060.00	FIRESTONE #097759
10	P225/70R15 Radial Regatta 4 Ply	36	$67.00	$2,412.00	TOYO #148280
11	LT245/70R17 HWY RIB 10Ply	130	$123.00	$15,990.00	FIRESTONE #002767
12	LT235/75R17E	12	$114.00	$1,368.00	BRIDGESTONE #081456
13	LT225/70R19.5 RIB TIRE 12Ply	40	$224.00	$8,960.00	FIRESTONE #004195
14	700 X 15 RIB TIRE 8Ply	20	$79.00	$1,580.00	CARLISLE #CA6H01441
15	P265/70R16 HIGHWAY 4Ply	12	$115.00	$1,380.00	FIRESTONE #005354
16	7.50 X 16 RIB TIRE 12Ply	12	$65.00	$780.00	taskmaster contender#C225D16
17	ST205/75R15 (TRAILER TIRE)	50	$44.00	$2,200.00	taskmaster contender #C20515C
18	LT265/70R17 10Ply	12	$133.00	$1,596.00	FIRESTONE #003488
19	P215/65R17 Standard Load	8	$81.00	$648	FIRESTONE #014876
20	P255/65R17 HIGHWAY	12	$111.00	$1,332.00	FIRESTONE #098048/005372
21	P215/60R16 Non Police 4Ply	8	$76.00	$608.00	FIRESTONE #015029
22	P215/75R15 4Ply	8	$84.00	$672.00	FIRESTONE #140310/005343
23	P225/75R15 4Ply	24	$95.00	$2,228.00	FIRESTONE #140327/005344
24	P235/60R16 4Ply	4	$80.00	$320.00	FIRESTONE #014978
25	P235/65R17 4Ply	8	$92.00	$736.00	FIRESTONE #097963/005365
26	ST235/80R16E	40	$59.00	$2,360.00	taskmaster contender #C23516E
27	LT215/75R-17.5	40	$231.00	$9,240.00	FIRESTONE #208860
			Total Section- II	$81,834.00	

Company Name: Southern Tire Mart, LLC

Owner/President Name: James Duff & Thomas Duff

Company Address: 800 Highway 98

City, State, Zip Code: Columbia, MS 39429

Company Authorized Representative's Signature:

Company Representative's Name: Richard Conwill

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

33.0 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.

Richard Conwill — Name
Signature — 1/4/2020 — Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

OFFICE USE ONLY
Date Received

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1 **Name of person who has a business relationship with local governmental entity.**

Richard Conwill / Southern Tire Mart, LLC

2 [ ] **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

NONE
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? [ ] Yes [X] No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? [ ] Yes [X] No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? [ ] Yes [X] No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity — 1/4/2021 — Date

34.0 Tab D **AFFIDAVIT**

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF ~~TEXAS~~ {} MISSISSIPPI
COUNTY OF ~~WEBB~~ {} MARION

Being first duly sworn, deposes and says:

That he/she is Richard Conwill
(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 4th day of January 2021

Notary Public

My commission expires:
10/20/23

ARIELLE AUBREE PRUETT
NOTARY PUBLIC
ID No. 156581
Commission Expires
Oct 20, 2023
STATE OF MISSISSIPPI
MARION COUNTY

35.0 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
Richard		Conwill	

***2. Contract Information.**

a) Contract or Project name(s): Police Package Tires & Passenger Car Tires #FY21-026

b) Originating Department(s): Fleet Department

***3 Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Name (Print)	Signature	Name (Print)	Signature
Southern Tire Mart, LLC			

***4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

☒ Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

☐ Name of partner, parent, or subsidiary business entity(ies): _____

***5. List any individuals or entities that will be subcontractors on this contract.**

☒ Not applicable. No subcontractors will be retained for this contract.

☐ Subcontractors may be retained, but have not been selected at the time of this submission.

☐ List of subcontractors: _____

***6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.**

☒ Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

☐ List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract: _____

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

a) Any individual seeking contract with the city (Question 3)
b) Any owner or officer of entity seeking contract with the city (Question 3)
c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
d) Any subcontractor or owner/office of subcontracting entity retained for the contract (Question 5)
e) The spouse of any individual listed in response to (a) through (d) above
f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☒ Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these individuals.

☐ List of contributors: _____

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

☒ I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflict(s) of interest: _____

***Acknowledgements**

☐ **Updates Required**
I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☒ **No Contract with City Officials or Staff during Contract Evaluation**
I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**
Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

☒ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

☒ I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, ~~correct~~, and complete.

Richard Conwill		Director of Government Sales
Name (Print)	Signature	Title
Director of Government Sales		1/4/2020
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

36.0 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

36.1 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.

36.2 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
CERTIFICATION OF FILING

Certificate Number:
2021-702665

Date Filed:
01/04/2021

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Southern Tire Mart, LLC
ColumbiaColumbia, MS United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Laredo

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
#fy21-026
Police Package Tires & Passenger Car Tires

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Duff, Thomas	Columbia, MS United States	X	
Duff, James	Columbia, MS United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Richard Conwill, and my date of birth is 9/10/1950.

My address is 800 Highway 98 (street), Columbia (city), MS (state), 39429 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Marion County, State of MS, on the 4th day of January (month), 2021 (year).

Signature of authorized agent of contracting business entity
(Declarant)

37.0 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 January 6, 2021; and all bids received will be opened and read publicly at 11:00 AM at the Office of the City Secretary on January 7, 2021.**

Hand delivered Bids are to be submitted in a sealed envelope clearly marked:

Bid: Police Package Tires & Passenger Car Tires – Fleet Department
FY21-026

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

HIGHWAY TIRE AND WHEEL WARRANTY

Warranties are subject to the terms, conditions and limitations stated herein, tires and wheels to be free from defects in materials and workmanship.

This liabilty for tires and wheels shall be limited to replacement of any defective tire or wheel plus any applicable taxes, unless otherwise stated below.

1. This ("Warranty") applies only to the original purchaser for two years from the date of purchase.

   a.) The warranty period for the coating of the wheel is ninety (90) days from the date of purchase.

2. First year 100% replacement for any material or manufacturing defects.

3. The Warranty does not cover incidental or consequential damages, including, but not limited to, lost time, inconvenience, loss of vehicle use, cost of towing or transportation, related property damage or consequential damages of any type or nature.

4. The Warranty is void if a covered tire is worn past last 3/32 of tread depth at any point on tread contact surface.

The Warranty does not apply to the following:

   a.) Tires or wheels subjected to overloading, underinflation, improper mounting, fitment to incorrect rim, purposeful abuse or chemical contamination.

   b.) Tires or wheels which have been patched, plugged or repaired or into which liquid balancers or sealants have been introduced.

5. This Warranty makes no expressed claims of expected tire wear. Variables that affect tire wear are driving conditions, load and tire inflation pressure.

To obtain warranty information contact:

Texas Warranty Dept.	Missouri Warranty Dept.	Iowa Warranty Dept.
1106 Industrial Road	1620 E. Malone Rear	1280-A Olive Avenue
Mount Pleasant, TX 75455	Sikeston, MO 63801	Hampton, IA 50441
800-545-8473	866-481-9554	641-456-2129

There are no warranties either expressed or implied, including the implied warranties of merchantability and fitness for a particular purpose, which extend beyond the description on the face hereof. We shall not be liable for any incidental or consequential damages.

Note: All specifications subject to change without notice.

TIRE WEAR GUIDE

Tire Wear Diagnostic Chart

Wear Pattern		Cause	Action
	Center Wear	Over Inflation	Adjust pressure to particular load per tire catalog.
	Edge Wear	Under Inflation	Adjust pressure to particular load per tire catalog.
	Side Wear	Loss of camber or overloading	Make sure load doesn't exceed axle rating. Align at alignment shop.
	Toe Wear	Incorrect toe-in	Align at alignment shop.
	Cupping	Out-of-balance	Check bearing adjustment and balance tires.
	Flat Spots	Wheel lockup & tire skidding	Avoid sudden stops when possible and adjust brakes.

AGRICULTURAL WARRANTY

Carlisle Tire & Wheel Company
Agricultural Tire
Workmanship & Materials Warranty

Carlisle Tire & Wheel ("CT&W") warrants, subject to the terms, conditions and limitations stated herein, tires to be free from defects in materials and workmanship.

CT&W's liability for tires and wheels shall be limited to replacement of any defective tire or wheel plus applicable taxes.

CARLISLE TIRE & WHEEL COMPANY'S WARRANTY

1. This warranty applies to the original consumer of the CT&W product(s) for a period of five (5) years from the date of purchase or from the date of tire manufacture. (Proof of purchase must be provided by consumer if using date of purchase as basis for service time.)

2. This warranty **DOES NOT** cover incidental or consequential damages, including, but not limited to, lost time, lost wages, inconvenience, loss of equipment use, cost of service work or transportation, related property damage, personal injury or conse quential damages of any type or nature.

3. **What is warranted?** This warranty applies to CT&W brand Front Farm, Implement, and Rear Tractor Tires, purchased after 06/30/08. (Skid Steer Tires are covered under our Specialty Tire Warranty). If any tire becomes unserviceable due to defective workmanship or materials, (conditions which may be within CT&W's control), CT&W will replace the defective product with an equivalent new CT&W Tire on a pro rata basis.

4. This warranty is void if a covered tire is worn past 3/32" of Tread depth at any point on the tread contact surface.

5. Any tires submitted for ride condition, issues must be presented by the consumer within the first six (6) months of service if accompanied by Proof of Purchase.

6. This warranty **DOES NOT** cover mounting, balancing, or related service/labor charges.

7. This warranty **DOES NOT** apply to the following:

   A. FIELD HAZARD OR STUBBLE DAMAGE (cuts, snags, punctures, chunk in tread or shoulder area, penetration from foreign objects and stubble related tire damage).
   B. Overloading, improper inflation pressure, and/or resulting run flat failures.
   C. Misapplication of tire or wheel components.
   D. Improper repair or insertion of balancing materials or sealant.
   E. Tires damaged due to chemical contamination.
   F. Improper mounting or tire storage conditions.
   G. Tires used in pulling contests.
   H. Cosmetic irregularities or tires marked "NA" (Non-Adjustable)
   I. Skid Steer Tires (See Specialty Tire Warranty)

8. **Warranty Pro Rata Calculations**
   All calculations will be based on the date of tire manufacture or the date of purchase. If using date of purchase as basis for service time, the consumer must supply the original proof of purchase.

After the "No Charge" period, pro rata replacement tire charges are calculated as follows:

	Workmanship and Materials Coverage
Service Time	Replacement Tire Charge to Consumer
	Agricultural
Up to 1 Year	No Charge -
During 2nd Year	20% Charge
During 3rd Year	35% Charge
During 4th Year	50% Charge
During 5th Year	70% Charge

To determine the replacement price to the consumer, the pro rata percentage charge is multiplied by the CT&W Tire dealer's current selling price on an equivalent CT&W Tire. Appropriate taxes, mounting, or other service charges will be added to the replacement price, which is the responsibility of the consumer.

9. CT&W makes no express claims of expected tire wear. Variables that effect tire wear include service and soil conditions, as well as load and tire inflation pressures.

To obtain warranty adjustments or warranty information contact your CT&W dealer or call CT&W's Customer Care Unit at 1.800.260.7959 in the USA or 1.800.265.6155 in Canada. Claims must be made within thirty (30) days of discovery of defect.

CT&W reserves the right to inspect all products before making adjustments.

Carlisle Tire & Wheel Company
Agricultural Tire
Field Hazard & Stubble Damage Warranty

CARLISLE TIRE & WHEEL COMPANY'S WARRANTY

Although Agricultural Field Hazards and Stubble Damage are **NOT** the result of defects in workmanship and materials, Carlisle Tire & Wheel Company ("CT&W") as elected to share the burden with the original purchaser when excessive Stubble Damage or Field Hazards render a tire unusable.

- Field Hazard- is defined as cuts, snags and punctures incurred during normal agricultural service that may render a tire unserviceable.
- Stubble Damage- is defined as the tire damage caused by severe abrasions and scarring, due to field debris, crop residue, and field stubble, which eventually render the tire unusable

What is warranted? CT&W will extend a Field Hazard and Stubble Damage Policy for CT&W brand R-1, R-2 and R-3 agricultural tires used in normal agricultural service for three (3) years from the date of the purchase or date of the manufacture. (proof of purchase must be provided by the consumer if using date of purchase as basis for service time.)

1. What **IS NOT** covered by this Field Hazard/Stubble Damage Policy:

   A. Improper mounting or tire storage conditions.
   B. Misapplication of tire or wheel components.
   C. Overloading, improper inflation pressure, and/or resulting run flat failures.
   D. Accident, collision, fire or vandalism.
   E. Improper repair or insertion of balancing materials or sealant
   F. Tires damaged due to chemical contamination.
   G. Tires used in pulling contests.
   H. Cosmetic irregularities or tires marked "NA"(Non-Adjustable)

2. This warranty **DOES NOT** cover incidental or consequential damages, including, but not limited to, lost time, lost wages, inconvenience, loss of equipment use, cost of service work or transportation, related property damage, personal injury or conse quential damages of any type or nature.

3. Warranty Pro Rata Calculations for Field Hazard/Stubble Damage Coverage
   All calculations will be based on the date of tire manufacture or the consumer's date of consumer's purchase. If using date of purchase, the consumer must provide the original proof of purchase.

   Pro rata replacement charges are calculated as follows:

	Field Hazard and Stubble Coverage
Service Time	Replacement Tire Charge to Consumer
Up to 1 Year	25% Charge
During 2nd Year	50% Charge
During 3rd Year	75% Charge
End of 3rd Year	Coverage Expires

To determine the replacement price to the consumer, the pro rata percentage charge is multiplied by the CT&W dealer's current selling price on an equivalent CT&W tire. Appropriate taxes, mounting, or other service charges will be added to the replacement price which is the responsibility of the consumer.

4. CT&W makes no express claims of expected tire wear. Variables that effect tire wear include service and soil conditions, as well as load and tire inflation pressures.

To obtain warranty adjustments or warranty information contact your CT&W dealer or call CT&W's Customer Care Unit at 1.800.260.7959 in the USA or 1.800.265.6155 in Canada. Claims must be made within thirty (30) days of discovery of defect.

CT&W reserves the right to inspect all products before making adjustments.

THERE ARE NO REPRESENTATIONS OR WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH EXTEND BEYOND THE DESCRIPTION OF THE WARRANTY STATED ABOVE. CT&W SHALL NOT BE LIABLE FOR ANY INCIDENTIAL OR CONSEQUENTIAL DAMAGES. NO REPRESENTATIVE OF CT&W HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.

SPECIALTY TIRE – LIMITED WARRANTY

HIGHWAY/NON-HIGHWAY TIRE & WHEEL WARRANTY

Carlisle Tire & Wheel Company ["Carlisle"] warrants, subject to the terms, conditions and limitations stated herein, tires & wheels to be free from defects in materials and workmanship.
Carlisle's liability for tires and wheels shall be limited to replacement of any defective tire or wheel plus any applicable taxes.

HIGHWAY / NON-HIGHWAY TUBE WARRANTY

Carlisle Tire & Wheel Company ["CT&W"] warrants, subject to the terms, conditions and limitations stated herein, its Highway/Non-Highway Tubes (tubes) to be free from defects in materials and workmanship.

CARLISLE'S WARRANTY

1. **THE CARLISLE TIRE & WHEEL WARRANTY** ["Warranty"] applies only to the original purchaser for two (2) years from the date of purchase.
   (a)The Warranty period for the coating of the wheel is ninety (90) days from the date of purchase.
2. The Warranty is void if the tire or wheel fails due to damage from improper inflation pressures, exceeding the maximum speed limit, or overloading the tire beyond the maximum load capacity stated on the sidewall.
3. The Warranty does not cover incidental or consequential damages, including, but not limited to, lost time, inconvenience, loss of vehicle use, cost of towing or transportation, related property damage or consequential damages of any type or nature.
4. The Warranty does not cover mounting and balancing charges.
5. The Warranty is void if a covered tire is worn past last 3/32 of tread depth at any point on the tread contact surface.
6. The Warranty **DOES NOT** apply to the following:
   (a) repaired tubes, tires or wheels
   (b) tires or wheels used in racing or competition
   (c) tires or wheels subjected to road hazards, overloading, under-inflation, improper mounting, fitment to incorrect rim, purposeful abuse or chemical contamination
   (d) tires or wheels which have been patched, plugged or repaired or into which liquid balancers or sealants have been introduced
   (e) cosmetic irregularities
7. Carlisle makes no expressed claims of expected tire wear. Variables that affect tire wear are driving conditions, load and tire inflation pressure.

To obtain warranty adjustments or warranty information contact your Carlisle dealer or call Carlisle's Product Service Department at **1-800-260-7959** or fax to **1-800-352-0075**. Claims must be made within 30 days of discovery of defect. Carlisle reserves the right to inspect all products before making adjustments.

THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. CARLISLE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. NO REPRESENTATIVE OF CARLISLE TIRE & WHEEL COMPANY HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.

Some states do not permit limitations on the period of an implied warranty lasts and do not permit the exclusion or limitation of incidental or consequential damages, therefore, the above limitations or exclusions may not apply. This warranty provides specific legal rights. Other rights may vary from state/province to state/province.

CT&W'S WARRANTY

1. **THE CT&W WARRANTY** ["Warranty"] applies only to the original purchaser of the tubes and only if they are used in the service for which they are intended. Rear tractor tubes are warrantied for a period of five (5) years from date of manufacture. All other tubes are warranted for a period of three (3) years from date of manufacture. A covered tube will be warrantied in the following manner:

(a) replace tube
(b) refund cost of tube (proof of purchase required)

2. The Warranty is void if the tube fails due to damage from improper inflation pressures, exceeding or overloading the tube/tire beyond the maximum load capacity stated on the side wall.
3. The Warranty does not cover incidental or consequential damages, including, but not limited to, lost time, inconvenience, loss of vehicle use, cost of towing or transportation, related property damage or consequential damages of any type or nature.
4. The Warranty does not cover mounting and balancing charges.
5. The Warranty DOES NOT apply to the following:
   (a) repaired tubes
   (b) tubes used in racing or competition
   (c) tubes subjected to road hazards (punctures, cuts, stubble damage, impact, valve pulled from tube, etc), overloading, under-inflation, mounting damage, fitment to incorrect rim, purposeful abuse or chemical contamination
   (d) tubes into which liquid balancers or sealants have been introduced
   (e) cosmetic irregularities
   (f) weather checking caused by improper storage

To obtain warranty adjustments or warranty information contact your CT&W dealer or call CT&W's Product Service Department at **1-800-260-7959** or fax to**1-800-352-0075**. Claims must be made within 30 days of discovery of defect. CT&W reserves the right to inspect all products before making adjustments. THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. CT&W SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. NO REPRESENTATIVE OF CT&W HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.

Some states do not permit limitations on the period of an implied warranty lasts and do not permit the exclusion or limitation of incidental or consequential damages, therefore, the above limitations or exclusions may not apply. This warranty provides specific legal rights. Other rights may vary from state/province to state/province.

NOTE: All specifications subject to change without notice.

PASSENGER AND LIGHT TRUCK TIRE LIMITED WARRANTY

&

OWNER'S MANUAL

Effective March 2015

This Limited Warranty and Owner's Manual supersedes the Limited Warranty and Owner's Manual printed in September 2010.

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PASSENGER AND LIGHT TRUCK LIMITED WARRANTY

Thank you for purchasing Toyo® brand tire(s).

In addition to the information contained in this Limited Warranty, please visit our website, www.toyotires.com, for additional up-to-date product customer care information and downloadable brochures.

This Limited Warranty covers all Toyo brand passenger car and light truck tires purchased and used within the United States. *Because tires can fail for different reasons (see "What is Not Covered by this Limited Warranty" below), should you experience a problem with your Toyo brand tire, please take it to your authorized Toyo retailer for proper inspection.*

ELIGIBLE TIRES

The presence of a manufacturing anomaly is not necessarily required to qualify for an adjustment.

You are eligible for this Limited Warranty if:

- You are the original purchaser of the tire.
- The tire was purchased after March, 2015*.
- The tires were used on the vehicle on which they were originally installed.
- The tires are of the correct size, load, and speed rating for the make and type of vehicle.
- You properly maintained and used the tire (*See* "Tire Safety and Maintenance Information" section)
- The tires are not subject to an exclusion (*See* "What is Not Covered" section)
- You fulfill the warranty claim procedure (*See* "How to Make a Warranty Claim" section)

WORKMANSHIP AND MATERIALS LIMITED WARRANTY

Toyo Tires warrants all eligible tires against defects in workmanship and materials. Upon examination of an eligible tire, if Toyo Tires determines that the tire(s) is not serviceable due to a condition covered by this Workmanship and Materials Limited Warranty, it will be replaced with a comparable new Toyo brand tire as follows:

1. First 1/32" Worn: Toyo Tires will replace, free of charge, any eligible tire that it determines to have uniformity issues (e.g., out-of-round, out-of-balance, or pulling) within the first 1/32" of tread use. Mounting and balancing costs are covered by Toyo Tires. **You will be responsible for taxes and any other charges.**
2. Less than 25% Worn: For eligible tires with conditions other than

** Tires purchased before March, 2015 may be covered by an earlier warranty. See your Toyo retailer or contact Toyo Tires for more information.*

uniformity issues, Toyo Tires will replace, free of charge, any eligible tire when the *original usable tread* is worn by 25% or less, and within 60 months from the date of purchase. If you cannot provide a copy of the original sales invoice, the manufacturing date of the tire, as indicated by the tire DOT code, will be used in lieu of the purchase date for purposes of the above calculation. Mounting and balancing costs are covered by Toyo Tires. **You will be responsible for taxes and any other charges.**

3. More than 25% Worn: Toyo Tires will pro-rate and replace any eligible tire when the *original usable tread* is worn by more than 25%, and within 60 months from the date of purchase. If you cannot provide a copy of the original sales invoice, the manufacturing date of the tire, as indicated by the tire DOT code, will be used in lieu of the purchase date for purposes of the above calculation. **You are responsible for the prorated cost of a replacement tire, and also for mounting and balancing costs, taxes and any other charges.**

The ***original usable tread*** is determined by measuring the depth on the tread of a new tire to the top of the treadwear indicator bars (note: the depth of the original usable tread depth will vary by tire model).

The ***prorated cost of a replacement tire*** is determined as follows:

(*Original usable tread* worn) ÷ (*Original usable tread*) x (Actual current dealer selling price)

TREADWEAR LIMITED WARRANTY

For those qualifying Toyo brand tires see www.toyotires.com under "Tires". Toyo Tires will provide a prorated mileage credit towards the purchase of a comparable Toyo brand tire.

You will be responsible for the prorated mileage cost of a replacement tire, and the cost of mounting and balancing, taxes, and any other charges.

The prorated cost of a replacement tire is determined as follows:

(Actual Miles Driven) ÷ (Amount of Warranted Miles) x (Actual current dealer selling price)

Vehicles with staggered fitments (i.e., where the front and rear tires are of a different size) cannot be rotated. Therefore, Toyo warrants tires mounted on the rear axle of vehicles with staggered fitments only up to 50% of the warranted miles under the standard Toyo treadwear warranty.

To qualify for this Treadwear Limited Warranty, the tire must meet all of the following conditions:

- Qualifies as a Toyo brand eligible tire as listed in www.toyotires.com under "Tires".

- Is driven no more than the warranted miles specified in www.toyotires.com under "Tires".
- Is properly serviced and maintained, with periodic rotation, all evidenced by acceptable service records.
- Tread is evenly worn down to the top of the treadwear indicator bars.
- Was installed no more than 60 months from the date of purchase.
- Has been used on road surfaces for which the tire is designed.
- Has not been used for commercial service.
- Original proof of purchase with installation miles.

A ***comparable Toyo brand tire*** is the same tire, or a tire of the same basic construction and quality, as the original tire, as determined by Toyo Tires.

WHAT IS NOT COVERED BY THIS LIMITED WARRANTY

The Limited Warranty does not cover the following:

Replacement of tire pressure monitoring system parts or components.

Tire damage due to road hazards (not limited to cuts, snags, bruises, impact breaks, bulges, punctures, stone drills, chips, and scales), fire, theft, or collision.

Conditions arising from improper tire/vehicle maintenance or use, not limited to:

- Irregular or excessive treadwear due to: incorrect inflation; overloading; vehicle misalignment; tire mixing; failure to rotate tires; and poor or defective mechanical condition to brakes, shocks, and wheels; or other factors attributable to the vehicle or wheel.
- Any tire which has been run with low air pressure or while flat.
- Tires submitted for a mileage adjustment that have worn out unevenly and/ or show a difference of 2/32" between major tread grooves or between the front and rear sets.
- Damage due to abuse; vandalism; tire alteration; tire spinning; extreme temperature exposure; police pursuit service; racing; or other competitive activities.
- Damage, corrosion, or deterioration from using oil-based chemicals, water-based sealers, balancing substances, or flammable gases.
- Damage from improper use of tire chains.
- Damage on studded tires from installation of studs of an improper size.
- Damage from improper storage as described in the "Tire Safety and Maintenance Information" section under "Tire Storage".
- Tires with the DOT identification number removed or rendered illegible.

Improper application, not limited to:

- Incorrect size, load and speed rating for the make and type of vehicle;
- Passenger tires used on pick-up trucks with slide-in campers.

Improper mounting, balancing or repair, not limited to:

- Improper tire mounting, tire/wheel assembly imbalance;
- Damage from incorrect mounting or dismounting of the tire, incorrect wheel size, water or other material trapped inside the tire during mounting, or failure to keep the tires balanced;
- Damage resulting from improper repair materials or procedures;
- Multiple repairs within a 90° repairable area of the tread;
- Tires with more than four repairs in the repairable area of the tread.

Failure to meet conditions of the Limited Warranty, not limited to:

- Any tire for which mileage and tire rotation records are not available or verifiable.
- Any tire not presented and available for Toyo Tires' inspection.
- Any tires worn beyond the treadwear indicators (less than 2/32" of remaining tread).
- Uniformity issues after the first 1/32" of treadwear.

Claims of weather or ozone cracking after five years from the date of manufacture, and any claims of cosmetic weather or ozone cracking at any time.

Tires supplied as original equipment on new vehicles (*see* Toyo Tires' Original Equipment Limited Warranty for coverage).

Retreaded tires and tires purchased used.

Toyo brand tires that are imported and sold through unauthorized channels or that are not marketed and sold by Toyo Tires within the United States.

CLAIM PROCESS UNDER THIS LIMITED WARRANTY

To make a claim under this Limited Warranty, you must:

1. Present your vehicle with the subject tires, the original copy of this Limited Warranty, and the original sales invoice, to an authorized Toyo Tires dealer.
2. Present your *Limited Warranty* booklet with the completed Tire Installation Information and Tire Service Record sections (*See* pages A and B). For treadwear mileage warranty consideration, the Tire Service Record must show the times and places that the tire rotations were performed. Follow the rotation interval from your vehicle Owner's Manual. Toyo® recommends rotations at 3,500 miles or less for high performance tires with a speed rating of V or higher or 7,500 mile intervals or less for standard passenger and light truck tires (*See* "Tire Rotation" in the "Tire Safety and Maintenance Information" section).
3. Complete and sign the *Toyo Tires Limited Warranty Claim* form provided by the dealer, keep a copy for your records, and leave the tire with the dealer.

4. If you purchased the tire from an Internet or mail order merchant, you will need to submit your claim, together with the dismounted tire, to that merchant, or to Toyo Tires. You are responsible for all of the costs of dismounting and shipping. If you are returning the tire to Toyo Tires, please first contact Toyo Tires Consumer Relations team at the telephone number listed below.

Your claim will be administered in accordance with the Limited Warranty that was in effect when you purchased the tires.

YOUR LEGAL RIGHTS

This Limited Warranty gives you specific legal rights; you may also have other rights, which vary from state to state.

LIMITATIONS AND EXCLUSIONS

TOYO TIRES DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES (e.g., loss of time, loss of use of vehicle, towing charges, road services, inconveniences, etc.).

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusions may not apply to you.

No one (including a Toyo Tires employee, representative, or dealer) has the authority to vary the terms of this Limited Warranty.

Toyo Tires does not warrant any work performed by the dealer, including, but not limited to, their selection, fitment, mounting and balancing, inspection or repair of any tire.

As part of the claim process under this warranty, the consumer must always make the subject tire available for physical inspection by Toyo Tires.

Toyo Tires reserves the right to the final inspection decision for all eligible tires under this Limited Warranty with regard to conditions listed in "What is Not Covered by this Limited Warranty".

CONTACT INFORMATION

If you need assistance, please contact your authorized Toyo Tires retailer. To locate an authorized Toyo Tires dealer, use our dealer locator at www.toyotires.com, or contact Toyo Tires Consumer Relations at:

TOYO TIRE U.S.A. CORP.
PO Box 6052
Cypress, California 90630
(800) 442-8696 (Pacific Time)

IMPORTANT SAFETY INFORMATION

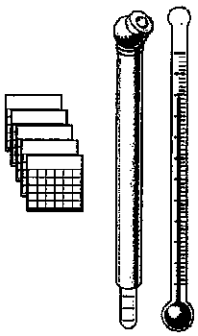
This manual is not intended to provide proper training or service procedures for tire mounting, dismounting, balancing, rotation, or repair. Please leave these tasks to qualified tire service professionals.

⚠ NOTICE

Toyo brand tires are designed and built with great care. Any tire, no matter how well constructed, can fail as a result of punctures, impact damage, underinflation/overloading or other conditions resulting from use. Tire failures may create a risk of property damage or personal injury. To obtain the highest possible performance, tires must be maintained properly.

Remember, you are ultimately responsible for the tires installed on your vehicle.

Tires can lose 1 psi per month under normal conditions



Inflation pressure can decrease by 1 psi for every 10°F temperature drop

Important factors in tire care are:

- Proper inflation pressure
- Proper vehicle loading
- Proper vehicle maintenance
- Regular inspection
- Good driving habits

Refer to your vehicle Owner's Manual for additional tire safety and service advice.

TIRE PRESSURE BASICS

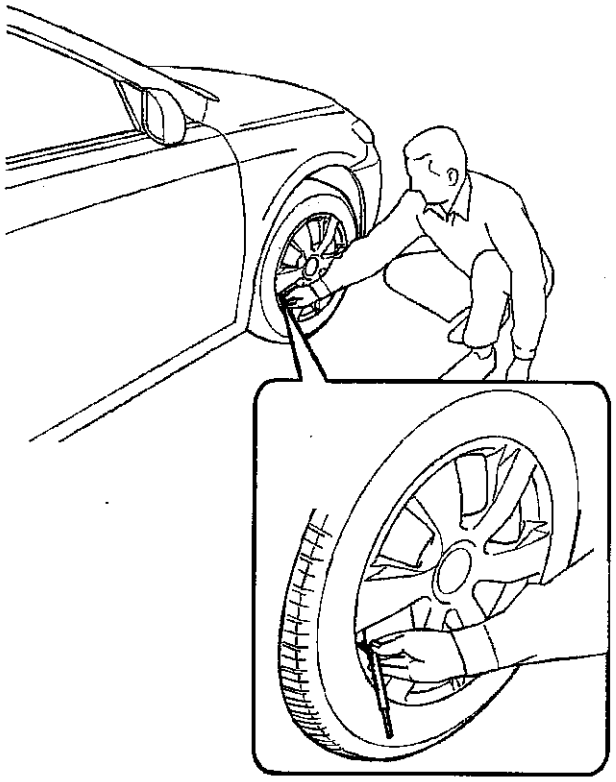
The combined effect of losing 1 psi per month over several months along with a 1 psi decrease for every 10°F temperature drop could add up to a severe "run low" condition; consequently, it is important to check your tires' inflation pressure at least once per month. Inflation pressure enables a tire to support its load; therefore, proper inflation is critical.

HOW TO DETERMINE PROPER TIRE INFLATION PRESSURE

It is impossible to determine whether tires are properly inflated just by looking at them.

25 PSI

35 PSI



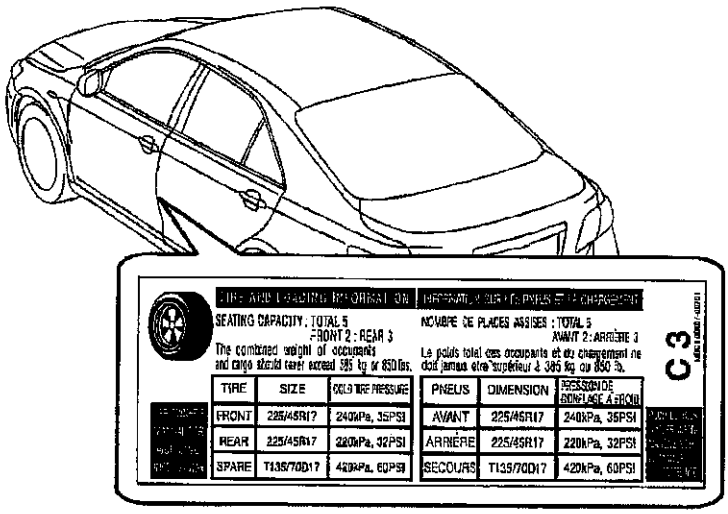
It is important to check your tires using an accurate tire pressure gauge, which can be purchased at your tire dealer or auto supply store.

Underinflation can overload tires. Check the inflation pressure every month, including for the spare tire, to make sure it's up to specification. Check it again before long trips or when carrying extra weight.

Look for the manufacturer's recommended inflation pressure listed on the Tire Information Placard usually located on your vehicle's door edge, door post, glove box, or inside the trunk lid.

⚠ NOTICE

The inflation pressure shown on the sidewall of the tire is not the intended inflation pressure for the vehicle! Always refer to the vehicle's Tire Information Placard.

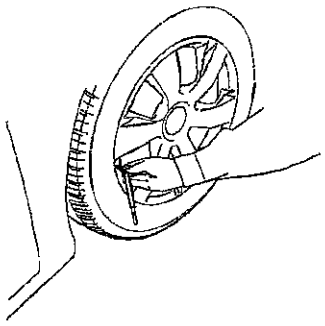


WARNING

Driving on tires with insufficient inflation pressure is dangerous because it will cause your tires to overheat. This can cause sudden tire failure, which may result in loss of vehicle control and lead to serious personal injury or death.

USING A TIRE PRESSURE GAUGE

For accuracy, check your inflation pressure with a tire pressure gauge when tires are cold (for example, after being parked overnight). Driving heats up tires and causes an inaccurate pressure reading.



To check inflation pressure with a tire pressure gauge:

1. Remove the tire valve cap.
2. Place the end of the tire pressure gauge over the valve.
3. Press the tire pressure gauge straight and firmly and take a reading.
4. If needed, inflate and recheck the pressure with the tire pressure gauge.
5. Replace the valve cap.

RECOMMENDATIONS FOR SAFE TIRE INFLATION

- If you must inflate your tires when they are hot, add 4 pounds per square inch (4 psi) (28 kPa) above the recommended inflation pressure specification. Recheck the inflation pressure when the tires are cold and adjust to the recommended inflation pressure shown on the vehicle's Tire Information Placard.
- Never release air or nitrogen from a hot tire in order to reach the recommended cold tire pressure. Normal driving causes tires to run hotter and inflation pressure to increase. If you release pressure when your tires are hot, you may dangerously underinflate your tires. If your tires lose more than 1 pound per square inch (1 psi) per month, the tire, the valve, or the wheel may be damaged. Consult your authorized Toyo Tires dealer for an inspection.
- Over-inflation can cause the tire to be more susceptible to impact damage.
- Over-inflation or underinflation may adversely affect vehicle handling.
- Remember to check your spare tire. Consult your vehicle Owner's Manual for the correct inflation pressure and use of a "temporary use" spare tire. The inflation pressure specified for a spare tire is typically different from that specified for your regular tires.
- Use valve caps to keep valve cores clean and clear of debris and to help guard against air leakage.

⚠ WARNING

Never inflate a tire unless it is secured to the vehicle or a tire mounting machine. Inflating an unsecured tire is dangerous. If the tire bursts, it could be propelled into the air with explosive force and cause serious personal injury or death.

VEHICLES EQUIPPED WITH TIRE PRESSURE MONITORING SYSTEMS (TPMS)

Even if your vehicle is equipped with a tire pressure monitoring system, you should check your tire pressure at least once per month when the tires are cold (for example, after being parked overnight). Tire pressure warning systems are not a substitute for regular tire pressure maintenance.

⚠ WARNING

If your vehicle is equipped with TPMS, read the vehicle Owner's Manual regarding its operation. Some TPMS systems do not alert you until the tires are significantly underinflated, which could result in permanent tire damage and possible sudden tire failure. In the event that your TPMS malfunction indicator lamp is displayed, you should immediately pull over to a safe parking area and check your tires.

IDENTIFYING DAMAGED TIRES

- All tires, including spares, should be inspected at least once a month. Regular inspection becomes particularly important the longer a tire has been in service.
- If your tire strikes a road hazard at any speed, internal tire damage could result, which may lead to sudden tire failure and loss of vehicle control. Tire failure may even occur miles after the initial impact. Impact damage from such hazards may not be visible on the outside of the tire. Have your Toyo Tires dealer dismount the tire and inspect it for damage. A tire may not have visible signs of damage on the tire surface or the interior.
- If the impact was sufficient to bend the wheel flange, internal tire damage may have occurred, compromising the safety and integrity of the tire. Such impact damage may result in a sudden tire failure many weeks or months later. Tire replacement is highly recommended as a safety precaution.
- Indications of impact damage include, but are not limited to, a bubble or a blister on the outside of the tire.
- Have your dealer inspect your tires if you see anything unusual or if cuts, cracks, splitting, or bruises in the tread and sidewall areas are visible. Bumps or bulges may indicate a serious and dangerous separation within the tire body. Have your tire inspected by a qualified tire service person. It may be necessary to have the tire removed from the wheel for a complete inspection.
- Inspect your tires for adequate tread depth. When the tire is worn to the built-in indicators at 2/32" (1.6 mm) or less tread groove depth, the tire is worn out and must be replaced. Never drive on tires to the point that the tire cord or the fabric is exposed.
- Inspect your tires for uneven wear. Wear on one side of the tread or flat spots in the tread may indicate alignment or other problems with the tires or the vehicle. Consult your authorized Toyo Tires dealer.

⚠ WARNING

Never drive on a tire if there is any evidence of damage. Driving on a damaged tire is dangerous. A damaged tire could suddenly fail, which may result in loss of vehicle control and lead to serious personal injury or death. Do not attempt to dismount, mount, or repair a tire yourself. See your Toyo Tires dealer immediately if you detect damage.

IDENTIFYING DAMAGED WHEELS

Periodically check to see if any of the following symptoms exist, in which case the wheel must be replaced:

- If the flange is bent.
- If welds or rivets are leaking.
- If the stud holes are elongated and not round. (Improper lug nut tightening could cause this.)
- If there are cracks in the wheel.

WORN OUT TIRES

Tires must be replaced when tread is worn to 2/32" (1.6 mm). Treadwear indicators on Toyo tire treads show the 2/32" depth (1.6 mm). Most states require that tires be replaced when the tread depth is worn to 2/32" (1.6 mm). Tires may lose sufficient wet and snow traction before reaching 2/32" (1.6 mm) of wear. Many wet weather accidents result from skidding on worn out tires.

Excessively worn tires are more susceptible to penetrations. Consider replacing your tires earlier if you drive in snow or wet conditions.

⚠ WARNING

Continued operation of your vehicle with excessively worn tires may lead to loss of vehicle control in adverse weather conditions, tire failure, and serious personal injury or death.

Any retail tire dealer will be glad to measure your tire's tread depth for you. Toyo Tires recommends that tires be replaced in matched sets of four.

TIRE SERVICE LIFE RECOMMENDATION

Toyo recommends that any tires in service 10 years or more from the date of manufacture, including spare tires, be replaced with new tires even if such tires appear serviceable and even if they have not reached the legal wear limit.

Some vehicle manufacturers have specific recommendations for tire replacement, which may be found in the vehicle owner's manual or on the vehicle manufacturer's website. To the extent those recommendations differ from those of Toyo, the vehicle manufacturer's recommendation should be followed.

You can determine the age of your tire by examining the DOT serial number imprinted on the sidewall of the tire, as shown on page 35 of this manual. The last 3 or 4 digits of the DOT serial number identify the week the tire was made in a particular year. For example, a DOT serial number ending in 3709 indicates the tire was manufactured in the 37th week of 2009. Prior to 2000, the manufacture date was generally indicated with only 3 digits, the third of which indicates the year of manufacture (i.e., 189 would indicate the 18th week of 1999).

Toyo's tire service life recommendation should not be considered a minimum serviceable life of any tire. Most tires will need to be replaced before they are 10 years old because of wear or service and storage conditions (punctures, impact damage, improper inflation, overloading, tread wear, and other conditions) that affect the useful life of all tires. Tires need to be regularly inspected to look for the wide variety of conditions that can require their replacement regardless of tire age.

TIRE REPAIRS

If any tire has sustained a puncture, have the tire dismounted and inspected internally by an authorized Toyo Tires dealer for possible damage that may have occurred. Only specially trained personnel using the proper tools and procedures should repair tires.

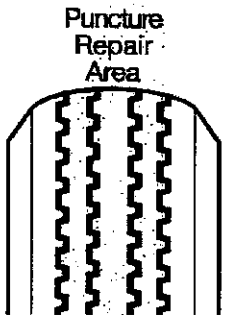
⚠ WARNING

Before having your tire repaired, tell your authorized Toyo Tires dealer if you have used an aerosol puncture sealant to inflate/ seal the tire. Aerosol puncture sealants could contain a highly flammable, explosive gas.

Driving on an improperly repaired tire is dangerous. An improper repair can cause further damage to the tire. It could fail suddenly, which can result in loss of vehicle control and lead to serious personal injury or death. To insure safety, go to your authorized Toyo Tires dealer for professional inspection and proper tire repairs.

Cosmetic Tire Alterations Can Be Dangerous! Remember — Do not perform or allow anyone to perform any alterations to your tires. Alterations may prevent proper performance, leading to tire damage, which could result in sudden tire failure and loss of vehicle control and lead to serious personal injury or death.

- Never repair a tire with 2/32" (1.6 mm) or less tread remaining. At this tread depth, the tire is worn out and must be replaced.
- Never repair a tire with a puncture larger than 1/4" (6.4 mm) in diameter. Such tires cannot be properly repaired and must be replaced.
- Repairs of all tires (radial and non-radial) must be of the plug and inside patch type. Using plugs alone on any type of tire is not a safe repair.
- Do not use a rope type plug for repair. A tire must be removed from the wheel and inspected for interior damage. Any tire repair done without removing the tire from the wheel is improper and unsafe.
- Never repair a tire with a puncture or other damage outside the tread area. Do not repair sidewall damage. Such tires cannot be properly repaired and must be replaced.



- Never repair a tire with more than one puncture within the same 90 degree quadrant.
- Proper repairs are limited to 4 repairs per tire.

Toyo Tires speed-rated passenger car tires may be repaired and returned to service under the following conditions:

- Proper repair materials and procedures have been used.
- The damage or puncture is not larger than 1/4" (6.4 mm) in diameter.
- The repair will be the first repair performed on that tire. (Only one repair per tire is permitted in order to maintain a limited speed rating.)
- The tire must have more than 2/32" (1.6 mm) of tread remaining.

Toyo Tires speed-rated passenger tires that have been properly repaired qualify for reduced speed ratings as follows:

ORIGINAL SPEED RATING	AFTER PUNCTURE REPAIR
(Y), Y, W, Z, V, VR, H	H (maximum speed 130 mph)
T	T
S	S

The maximum speed of a vehicle is limited by the lowest-speed-rated tire on the car.

⚠ NOTICE

A tire's speed rating is void if the tire has been retreaded, damaged, abused, or otherwise altered from its original condition. Thereafter, it should be treated as a non-speed-rated tire. In addition, retreaded passenger and light truck tires are not warranted by Toyo Tires for any reason. Toyo Tires speed ratings are voided for retreaded tires.

PROPER SELECTION OF TIRES

When tires need to be replaced, don't guess what tire is right for your vehicle. First look at the vehicle Owner's Manual or the Tire Information Placard. They tell you the size of the tires that were on the vehicle as original equipment.

Replacement tires for any vehicle must be of a size, load range, and load capacity (by inflation) that is capable of supporting the same load as the vehicle's originally installed (OE) tires. Avoid installing used tires on a vehicle. There is no way to determine what road hazards or abuse a previously owned tire may have incurred.

⚠ WARNING

Failure to install tires with adequate load capacity will result in tire fatigue and sudden tire failure. This could lead to loss of vehicle control, possibly resulting in personal injury or death.

Certain vehicle performance parameters, including ride comfort and handling, may be affected by substitute tire sizes. In some cases, particularly for SUVs and light trucks, a failure to follow the vehicle manufacturer's recommendations for tire replacement could adversely affect the safe handling of the vehicle, possibly resulting in a loss of vehicle control leading to personal injury or death.

The following procedures concerning replacement tires must be followed:

- Confirm that the load-carrying capacity is greater than or equal to the load-carrying capacity of the OE tire size at the pressure indicated on the vehicle Tire Information Placard.
- Carefully note any differences between recommendations for front and rear axle positions regarding the tire size and/or inflation pressure.
- The speed rating must be equal to or greater than what is specified by the vehicle manufacturer if the speed capability of the vehicle is to be maintained.
- Tires should be mounted on approved wheel widths. If changing tire sizes, check to make sure the wheel has adequate load and inflation pressure capacity.
- Body and chassis clearance must be checked on the vehicle's front and rear axles.

In addition to the above, light truck tire replacements should take into consideration the following:

- Proper spacing between dual tires is necessary for optimum tire performance. If chains are used, particular care must be taken to assure adequate clearance between loaded tires to avoid damage from the chains. The allowable outside diameter difference between a tire and its dual mate is ¼" (6.4 mm) for light truck tires.

CONSIDERATIONS IN PLUS SIZING

Always refer to and follow the vehicle manufacturer's replacement tire recommendations. In some cases, a vehicle manufacturer may specifically advise against the application of replacement tires that are not of the original size or type.

TIRE AND WHEEL MATCHING AND MOUNTING

⚠ WARNING

Any attempt to mount a tire on a wheel with a different diameter will result in an explosion of the tire/wheel assembly that could cause severe personal injury or death.

Prior to mounting any tire, always check the wheel identification stamp to verify the correct wheel diameter. Always check the tire size molded onto the sidewall.

Never exceed 40 psi when seating the tire beads onto the wheel.

Always stand well clear of any tire mounting operation. This is especially important when the service operator inflates the tire. If the tire has been improperly mounted, it could burst with explosive force causing serious personal injury or death.

A new valve stem must be installed on the wheel each time a worn out passenger or light truck tire is replaced.

Removing and replacing tires on wheels can be dangerous.

Attempting to mount tires with improper tools or procedures could result in a tire explosion, causing serious personal injury or death. This is a job for your authorized Toyo Tires dealer or other qualified tire service location only.

Serious personal injury or death can result from:

- *Failure to select the proper tire and wheel. The tire must match the width and diameter requirements of the wheel. When mounting truck type radial tires use only wheels approved for radial tires.*
- *Failure to inspect both the tire and wheel. The wheel must be free of cracks, dents, chips, and rust. The tire must be free of bead damage, cuts, and punctures.*
- *Failure to follow proper procedures. For proper mounting procedures, consult the Rubber Manufacturers Association's publication "Care and Service of Automobile and Light Truck Tires" (ref.: www.rma.org).*
- *Exceeding the maximum bead seating pressure of 40 psi. Be absolutely certain beads are fully seated before adjusting the inflation pressure to the level recommended for vehicle operation.*

Never put flammable substances in the tire/wheel assemblies at any time. Never put any flammable substance into a tire/wheel assembly and attempt to ignite it in order to seat the beads.

TIRE MIXING

⚠ WARNING

Driving your vehicle with an improper mix of tire sizes, constructions, and speed ratings can be dangerous. Your car's handling characteristics can be adversely affected. You could have an accident resulting in serious personal injury or death. Consult your vehicle Owner's Manual or an authorized Toyo Tires dealer for proper tire replacement.

- Toyo Tires recommends that all four tires be of the same size, speed rating, and construction (radial or non-radial). In some cases the vehicle manufacturer may require different sized tires for the front or rear axles. Never mix P-metric or European Metric passenger tires with LT-metric tires on the same vehicle.
- Match tire size designations in pairs on an axle, except during the temporary use of a spare tire.
- If two radial tires and two non-radial tires are used on a vehicle, put the radials on the rear axle. If radial and non-radial tires are used on a vehicle equipped with dual rear tires, the radial tires may be used on either axle.

SPEED-RATED TIRES

- If the vehicle Tire Information Placard and/or the vehicle Owner's Manual specifies speed-rated tires, the replacement tires must have the same or higher speed rating to maintain vehicle speed capability.
- If a replacement tire has a lower speed capability than that specified by the vehicle manufacturer, the vehicle's speed must be restricted to that of the replacement tire. Vehicle handling could also be affected. Consult the vehicle Owner's Manual or tire manufacturer for recommendations.
- If tires with different speed ratings are used, it is recommended that the lower-speed-rated tires always be placed on the front axle. This is to prevent a potential oversteer condition.

FOUR-WHEEL DRIVE (4WD) AND ALL-WHEEL DRIVE (AWD) VEHICLES

If no instructions for tire mixing appear in the vehicle Owner's Manual, follow these guidelines:

- Do not mix tire sizes. All four tires must be marked with the same tire size, unless otherwise specified by the vehicle manufacturer. This also applies to winter/snow tires.
- Do not mix tread pattern types such as all-terrain and all-season.

STUDLESS WINTER/SNOW TIRES

- It is always preferable to apply winter/snow tires to all wheel positions, including dual tires, to maintain vehicle mobility and control.
- If winter/snow tires are applied to the front axle of any vehicle, winter/snow tires must also be installed on the rear axle. DO NOT apply winter/snow tires only to the front axle. This applies to all passenger and light truck vehicles, including front-wheel-drive, 4WD, and AWD vehicles.
- If winter/snow tires are installed on the rear axle of any vehicle, it is recommended (but not required) that they also be installed on the front axle.

⚠ WARNING

Unless winter/snow tires on the rear axle have comparable traction qualities to the tires on the front axle, the vehicle may experience adverse handling characteristics. This may result in loss of vehicle control, which can lead to serious personal injury or death.

STUDDED WINTER/SNOW TIRES

- Studded winter/snow tires have higher traction qualities under most winter weather conditions.
- If studded winter/snow tires are installed on the front axle of any vehicle, studded winter/snow tires must also be installed on the rear axle. DO NOT apply studded winter/snow tires only to the front axle.
- If studded winter/snow tires are installed on the rear axle of any vehicle, it is strongly recommended that they should also be installed on the front axle. Only if studded winter/snow tires are installed on all wheel positions of a vehicle will optimum handling characteristics be achieved.

⚠ WARNING

Installing only two studded winter/snow tires on the front axle of any vehicle (including front-wheel-drive vehicles) without studded winter/snow tires on the rear axle can cause adverse vehicle handling characteristics. This can result in a loss of vehicle control, which could cause serious personal injury or death.

⚠ NOTICE

In some cases, the vehicle manufacturer may specifically advise against replacing fewer than all four tires. Always check and follow the recommendations in the vehicle Owner's Manual. For 4WD and AWD vehicles, even small differences in outside diameter may cause drivetrain damage or mechanical malfunction.

REPLACING TWO TIRES

- When a pair of replacement tires is selected in the same size and construction as those on the vehicle, the two newer tires must be installed on the rear axle and must be of equal or higher speed rating than the front tires. Generally, new tires with deeper tread will provide better grip and evacuate water more effectively, which is important as a driver approaches hydroplaning situations. Placing greater traction on the rear axle on wet surfaces is necessary to prevent a possible oversteer condition and loss of vehicle stability.
- When two new tires have been installed onto the rear axle positions, they are to be kept on the rear but rotated from side to side. This is recommended after installing two new tires to the rear position, or if you discover significant tread depth differences between the front and rear positions during rotation intervals.

REPLACING ONE TIRE

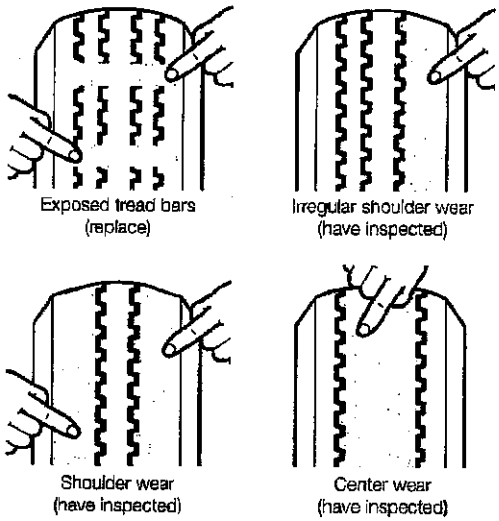
- Replacing a single tire on a vehicle can have an adverse effect on suspension systems, gear ratios, transmission, and tire treadwear.
- If single tire replacement is unavoidable, it is recommended that the single new tire be paired with the tire that has the deepest tread and both be placed on the rear axle. Placing greater traction on the rear axle on wet surfaces is necessary to prevent a possible oversteer condition and loss of vehicle stability.

WHEEL ALIGNMENT AND BALANCING

- Proper wheel alignment and balance are very important considerations for safety and getting the maximum mileage from your tires. You need to check how your tires are wearing at least once a month.
- Your vehicle may be out of alignment if your tires are wearing unevenly, such as when the inside shoulder of the tire is wearing faster than the rest of the tread. This condition not only shortens the life of your tires, it adversely affects the handling characteristics of your vehicle, which could be dangerous. If

your tires show irregular wear, have your vehicle's alignment checked immediately.

TIRE WEAR – VISUAL CHECK



WARNING

Beware of Sudden Tire Vibration. *A tire failure may lead to loss of vehicle control, which could cause serious personal injury or death. Many tire failures are preceded by vibration, bumps, bulges, or irregular wear. If while driving your vehicle you experience any unusual vibration, pull, ride disturbance, or noise and/or you suspect possible vehicle or tire damage, do not continue to drive. Pull over to a safe area as soon as possible and inspect the tires for signs of bulges, blisters, or separations. Seek roadside assistance or change the damaged tire with your spare tire.*

If you experience a blowout or a sudden tire failure, the following information should be helpful:

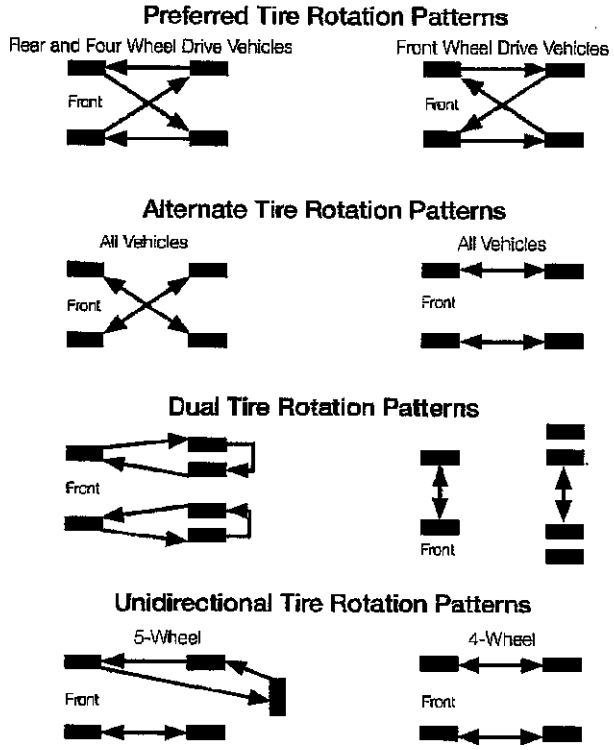
- When the tire failure occurs, you may hear a loud noise, or feel a vibration, and/or the vehicle may pull toward the side of the failed tire. Do not abruptly brake or turn.
- Maintain steady pressure on the accelerator pedal.
- Hold the steering wheel firmly and steer to maintain your lane position.
- Find a safe place to pull off the road and allow the vehicle to gradually decelerate. Apply light braking as required to stop safely.
- Gradually pull over to the shoulder and come to a stop. Look for a damaged tire on your vehicle.

- Seek roadside assistance or change the damaged tire with your spare tire.
- Have all of your tires and the vehicle thoroughly inspected by a tire professional.

TIRE ROTATION

The purpose for rotating tires is to achieve more uniform wear for all tires on a vehicle. Your tires should be thoroughly examined on a lift by a tire dealer for any abnormalities. If tires show uneven treadwear, ask the service person to check and/or correct any vehicle wheel alignment or other mechanical problem before rotation.

The following rotation patterns are acceptable. Please refer to your vehicle Owner's Manual for rotation advice.



Full-size spare tires (not temporary spares) of the same size, construction, and speed rating may be used in a five-tire rotation pattern.

After rotation, check the inflation pressure of all the tires. The front and rear tire pressures may vary according to the vehicle manufacturer's specifications.

Remember to follow your vehicle Owner's Manual for tire rotation intervals. Your Limited Warranty recommends Toyo brand tires to be rotated as follows:

- Every 3,500 miles or less for high performance (low profile) tires.
- Every 7,500 miles or less for standard passenger and light truck tires.

More frequent rotation or a thorough vehicle inspection may be necessary if, upon inspection, irregular or erratic treadwear is beginning to appear.

It is important to remember the following:

- These tire rotation recommendations do not take into account different tire and construction types mixed on the vehicle.
- Some tires cannot be rotated in the manner described. Such tires include unidirectional tires. Unidirectional tread patterns must be rotated front-to-rear only so that the direction of revolution does not change.
- Some vehicles are designed with different tire sizes on the front and rear axles. Normally, such combinations will not allow rotation. Prior to rotating, consult the vehicle Owner's Manual.
- For vehicles with dual rear wheels, see the vehicle Owner's Manual for the vehicle manufacturer's procedures. If your vehicle Owner's Manual is not available, please contact the vehicle manufacturer.
- Some vehicles are equipped with wheels that limit the choice of rotation pattern. Consult the vehicle Owner's Manual.
- Do not include temporary spare tires in the rotation pattern. However, if your spare tire is the same size and type as a road tire (for LT tires of the same size, type, and load rating), it should be included in the tire rotation process. The proper procedure is to use the vehicle manufacturer's recommended tire rotation procedures, or if not available, to use the appropriate rotation pattern shown, inserting the spare in the right rear position. Place the tire that would have gone to the right rear in the spare tire storage position as the new spare.
- Important! After rotation, adjust the pressure of the individual tires to the vehicle manufacturer's recommendation or the inflation pressure recommended by Toyo Tires for an optional fitment according to the tire's new location on the vehicle.
- Do not mix speed-rated tires on the same axle. Higher

speed-rated tires must remain on the rear axle. Consult your authorized Toyo Tires dealer.

TIRE SPEED RATING

All Toyo Tires passenger, light truck, and truck tires have a maximum speed rating based on size and type. Tires must never be operated in excess of their rated speed limit! Consult your tire dealer or contact Toyo Tires at (800) 442-8696 (Pacific Time) if you are not sure about the maximum speed rating of your tires.

⚠ WARNING

No tire, regardless of its design or speed rating, has an unlimited capacity for speed. Exceeding the tire's speed capability could cause overheating and sudden tire failure, possibly leading to loss of vehicle control and serious personal injury or death.

Toyo Tires does not endorse the operation of any vehicle in an unsafe or unlawful manner. Obey all local speed limits.

Tire speed ratings do not imply that a vehicle can be safely driven at the speed for which the tire is rated. Speed ratings are based on laboratory tests and relate to performance on the road, but are not applicable if tires are underinflated, overloaded, worn out, damaged, or altered.

⚠ WARNING

High-speed driving with underinflated or overloaded tires may result in immediate tire failure, possibly leading to loss of vehicle control, which could cause an accident, including serious personal injury or death.

EXPLANATION OF TIRE SPEED SYMBOLS

Example: W=Speed Rating

A speed rating is designated by a letter that indicates the maximum speed capability of a tire. The speed rating of a tire is based on standards for reaching and sustaining a specified speed, and is determined via laboratory tests that simulate road performance at various speeds.

Tires may be marked with one of these speed symbols: M, N, P, Q, R, S, T, U, H, V, W, Y, or (Y) to identify the particular tire's speed rating. Additionally, the letter Z may appear in the size designation.

When purchasing or replacing speed-rated tires, make sure to:

- Use the ranking in the following chart to compare the speed symbols of all the tires.
- Follow the vehicle manufacturer's recommendations, if any, concerning the use of speed-rated tires.

To avoid reducing the speed capability of the vehicle, replace a speed-rated tire only with another tire having at least the same or higher speed rating. Remember, the "top speed" of the "lowest rated" tire on the car cannot be exceeded without risk of tire failure.

The letter symbols and corresponding design speeds are:

Speed-Rated Symbol	Speed Category
M	Up to 81 mph (130 km/h)
N	Up to 87 mph (140 km/h)
P	Up to 93 mph (150 km/h)
Q	Up to 99 mph (160 km/h)
R	Up to 106 mph (170 km/h)
S	Up to 112 mph (180 km/h)
T	Up to 118 mph (190 km/h)
U	Up to 124 mph (200 km/h)
H	Up to 130 mph (210 km/h)
V	Up to 149 mph (240 km/h)
W	Up to 168 mph (270 km/h)*
Y	Up to 186 mph (300 km/h)*
ZR	Over 149 mph (240 km/h)**
(Y)	Over 186 mph (300 km/h)**

* Any tire with a speed capability above 149 mph (240 km/h) can, at the tire manufacturer's option, include a "Z" in the size designation (e.g., 245/40ZR18). If the load index and the speed symbol are not included, the tire manufacturer must be consulted for the maximum speed capability (P245/40ZR18 speed capability is greater than 149 mph [240 km/h]). If a service description is included with the size description, the speed capability is limited by the speed symbol in the service description (i.e., 235/45ZR17 97W = maximum speed 168 mph [270 km/h]).

** Although no upper limit speed is specified, the indicated tires nonetheless have limited rated speed capability.

⚠ NOTICE

Tire speed symbols do not imply that vehicles can be safely driven at the maximum speed for which the tire is rated, particularly under adverse road and weather conditions, or if the vehicle has unusual characteristics. Never operate a vehicle in an unsafe or unlawful manner.

TIRE SPINNING

⚠ WARNING

Spinning a tire to remove a vehicle stuck in mud, snow, or wet grass can be dangerous. This could cause serious personal injury or death to a bystander or passenger and extensive vehicle damage. A tire spinning at a speedometer reading above 35 miles per hour (55 km/h) can reach a speed capable of disintegrating a tire with explosive force within a matter of seconds. Under some conditions, a tire may be spinning at twice the speed shown on the speedometer. Never spin a tire above a speedometer reading of 35 mph (55 km/h). Never allow anyone to stand near or directly behind the spinning tire. Do not spin if a drive wheel is off the ground.

TOWING OR USE OF SLIDE-IN TRUCK CAMPERS

If you are towing a trailer or using a slide-in truck camper, refer to your vehicle Owner's Manual.

WINTER (SNOW) TIRES

Winter driving presents special challenges for vehicle handling. The use of winter tires, studs, and chains, while improving traction performance in snow and ice, requires additional caution and care with regard to braking, cornering, and speed. It is important to drive with care not only on snow and ice, but on dry and wet roads as well.

⚠ WARNING

Studded tires may require longer braking distances on dry or wet paved surfaces. Failure to allow for adequate braking distance could result in serious personal injury or death.

- Traction is considerably reduced as snow tires approach 50% tread wear, and replacement should be considered in order to maintain effectiveness in heavy snow conditions.
- Tire speed rating – When lower-speed-rated winter tires replace higher-speed-rated touring and high performance all-season radial tires, do not exceed the lower-rated speed.
- Follow recommendations in the vehicle Owner's Manual for winter tires, studs, and chains.

- Consult your tire dealer, the Rubber Manufacturers Association website (www.rma.org), or your state's Department of Transportation (DOT) for information regarding regulatory and seasonal restrictions for stud usage.
- Also see the "Tire Mixing" section in this manual for more details.
- Toyo Tires recommends that snow tires be installed in matched sets of four.

ADVERSE WEATHER DRIVING

Take special care when driving in adverse weather conditions.

- Rain and snow – Driving in rain or snow considerably reduces the traction between your tires and the road surface. You must always reduce your speed to allow additional stopping distance between you and the vehicles ahead of you.
- Hydroplaning and wet weather driving – Hydroplaning occurs on wet roads and refers to the loss of tire contact with the road due to the build-up of water between the tire contact patch and the road surface. Three main factors affect hydroplaning and, consequently, your tire traction on wet roads:
  1. Vehicle Speed – As speed increases, wet traction is considerably reduced.
  2. Water Depth – The deeper the water, the sooner your tires will lose traction. Even thin water layers can create sufficient lubrication to cause traction loss at low speeds, depending on road conditions.
  3. Tire Tread Depth – As your tires wear down, their decreased ability to resist hydroplaning can result in a complete loss of traction and vehicle control. You should always reduce your speed with consideration for the traffic around you.
- Driving on ice and snow – Your all-season tires were designed to provide higher levels of snow traction compared to non-all-season tires. You have all-season tires if you find the letters "M&S" are molded into the sidewall near the bead. These letters mean "Mud and Snow." Tires designed for use in severe snow conditions generally have tread patterns, structure, and materials for giving superior performance. These tires are marked with the "M&S" designation plus a mountain/snowflake symbol . Even the best all-season tires will not provide acceptable levels of traction if you drive too fast in snow or ice conditions and if you do not allow more stopping distance on icy roads compared to dry road surfaces. Your ability to safely maneuver your vehicle in snow or ice conditions is considerably reduced if your tires are too worn to provide adequate road grip.

SAFE USE OF TEMPORARY SPARE TIRES

⚠ WARNING

The spare tire your car is equipped with may be of a different size and construction from the other tires on your vehicle. When using any temporary type spare tire, be sure to follow the vehicle manufacturer's instructions. Failure to observe recommended precautions could lead to erratic vehicle behavior and/or tire damage, possibly resulting in an accident and serious personal injury or death.

- The temporary spare tire is designed for temporary use only. It must not be used continuously as a standard tire. The temporary spare tire should be returned to the trunk as soon as it is convenient to have your standard tire repaired or replaced.
- The temporary spare tire should not be used for speeds exceeding 50 mph.
- Never use chains on temporary spare tires, because it could cause damage to your vehicle.
- When you replace the temporary tire, replace it only with the same type of tire.
- A full-size spare tire in your vehicle is intended for use as a spare when needed. Please see the "Tire Rotation" section for the proper procedures for including the same size construction and speed-rated tire (for LT tires of the same size, type, and load rating) in the rotation pattern. (Do not rotate a temporary spare tire.)

⚠ WARNING

Check inflation pressure before using your spare tire. Failure to have proper inflation pressure when using your spare tire may cause loss of vehicle control, which could result in serious personal injury or death. Maintain spare tire inflation pressures based on the vehicle Owner's Manual or the Tire Information Placard.

"T" Type high-pressure temporary spare tires should not be used with any other wheel, nor should standard tires, snow tires, wheel covers, or trim rings be used on the high-pressure spare tire wheel. If you fail to follow this warning, your vehicle's handling characteristics can be seriously affected. You could have an accident resulting in serious personal injury or death. Consult your vehicle Owner's Manual for the proper use of your "temporary use" spare tire.

⚠ WARNING (continued)

Do not operate your vehicle with more than one temporary spare in use (this does not apply to a full size spare), and only operate it at limited speeds and distances as indicated on the sidewall of the tire.

The "T" Type temporary spare tire may lower ground clearance when used. Avoid driving over large obstacles and other road hazards. Check your vehicle Owner's Manual for other special clearance precautions when using the "T" Type temporary spare tire provided in your vehicle.

TIRE STORAGE

Tires should be stored indoors in a cool dry place where water cannot collect inside the tires. The tires should be placed away from harmful ozone-producing electric generators and motors and sources of heat such as hot pipes. Storage surfaces should be clean and free of grease, gasoline, or other substances, which can deteriorate the rubber.

COMPETITION TIRE STORAGE

The rubber compounds used in these tires have unique properties that, when compared to other tires, can cause them to lose some of their flexibility when used or handled in conditions below 15°F (-9°C). This loss in flexibility can lead to potential cracking and other damage to the tire. To minimize the chances of this happening, you are advised to follow these instructions:

1. Do not move or operate the car with these tires in conditions below 15°F (-9°C).
2. Avoid moving these tires in conditions below 15°F (-9°C).
3. Before mounting and dismounting, store these tires for at least 24 hours in a temperature-controlled environment of 68°F (20°C) or warmer.
4. Remove these tires from the vehicle and deflate to half the normal air-pressure during prolonged periods of non-use or storage.

Always inspect tires for signs of cracking and never use tires that have cracked.

⚠ WARNING

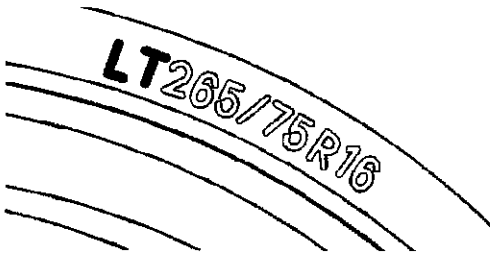
Improper storage can damage your tires in ways that may not be visible and could lead to serious personal injury or death.

SPECIAL ADVICE FOR LIGHT TRUCKS

Never exceed the speed limit as indicated by the speed symbol on the tire's sidewall. See the chart and explanation of speed ratings in this manual.

If you do not know the speed rating of your Toyo brand tire, contact your Toyo Tires dealer or Toyo Tire U.S.A. Corp. for current information.

TIRES DESIGNATED AS "LT" WITH NO SPEED RATING INDICATED ON THE SIDEWALL

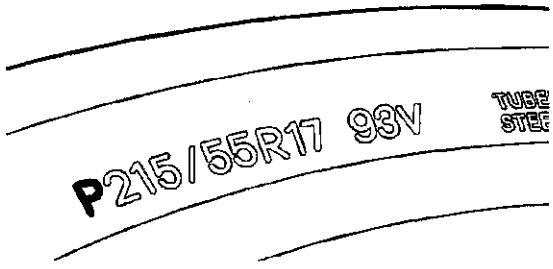


It is not recommended that any light truck be operated at speeds in excess of legal limits. However, if it is anticipated that sustained driving at speeds in excess of 65 mph may be required, then the following adjustments or recommendations should be followed:

- At speeds from 66 mph through 75 mph, cold inflation pressure must be increased 10 psi above the recommended pressures for the load being carried.
- Do not exceed the maximum inflation pressure of the wheel (all wheels have maximum allowable inflation pressures).

REPLACEMENT TIRES FOR LIGHT TRUCKS – P-METRIC VS. LT-TRUCK

Tire installers should exercise extreme caution when replacing tires on light trucks.



The maximum load capacity stamped on the sidewall of a P-metric tire is reduced by a factor of 1.1 when used on a light truck, a sport utility vehicle, or a trailer.

⚠ WARNING

P-metric and LT-metric tires are not necessarily interchangeable. P-metric and LT-metric tires follow completely different Load/ Inflation tables and are designed to carry different loads at different pressures.

LT-metric tires carry their load at higher inflation pressures and do not always have adequate load capacity to replace P-metric tires of the same size.

After reducing a P-metric tire's load rating by dividing by 1.1 for fitment on a Light Truck, the P-metric tire may not offer sufficient load capacity to replace an LT-metric tire of the same size.

Contact your Toyo Tires dealer or Toyo Tires Technical Service for help determining how to choose a proper replacement size.

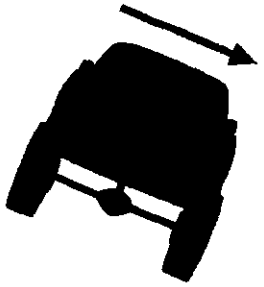
Driving with underinflated or overloaded tires may result in immediate tire failure, which can cause an accident and could lead to serious personal injury or death.

When a P-metric or metric tire is installed on a light truck (SUV, pickup, minivan), the load rating is reduced by dividing by 1.1. (This load reduction factor is prescribed by Federal Motor Vehicle Safety Standards (FMVSS) and is based on the expectation that passenger-type tires may experience more severe loading and usage conditions when applied to light trucks.) For example, 305/50R20 has a maximum load capacity of 3086 lbs. If this tire is fitted to a light truck, the actual allowable load for the tire is 2805 lbs. (3086 lbs. divided by 1.1).

Consult the load and inflation charts that can be found at www.toyotires.com. Contact Toyo Tires Technical Service with any tire replacement questions: **(800) 442-8696 (Pacific Time)**

VEHICLES WITH MODIFIED SUSPENSION

⚠ WARNING



ROLLOVER HAZARD

Large-diameter tires and modified suspensions that increase ground clearance will alter vehicle handling.

- *The vehicle may become more likely to roll over.*
- *Braking distances may increase.*
- *Slower speeds may be required to maintain control.*

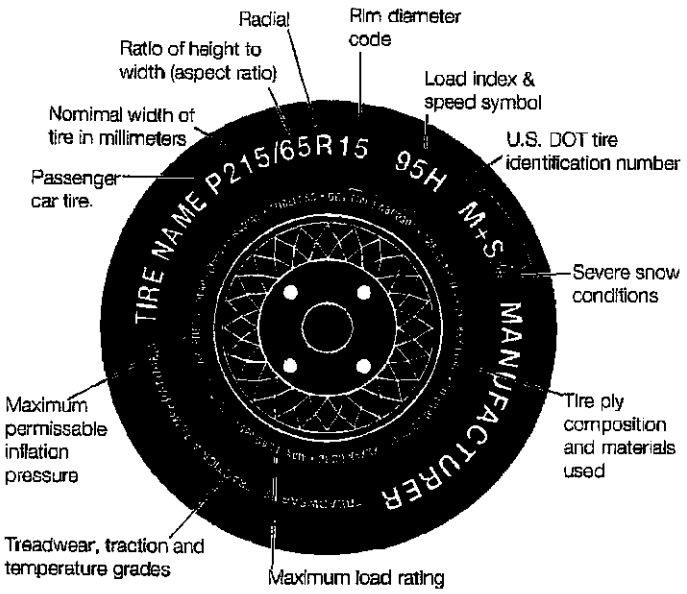
Drive with extreme caution until you become familiar with how your vehicle handles. Always wear your seat belt.

Some modifications may be illegal in your state. Consult your Owner's Manual, the instructions for this product, and state law before modifying your vehicle.

USEFUL TIRE INFORMATION

There is a lot of useful information molded into the sidewall of a tire. It shows the name of the tire, its size, if it is tubeless or tube type, the maximum load and maximum inflation, and important safety warnings. The sidewall markings on passenger and light truck tires are slightly different.

TYPICAL PASSENGER TIRE

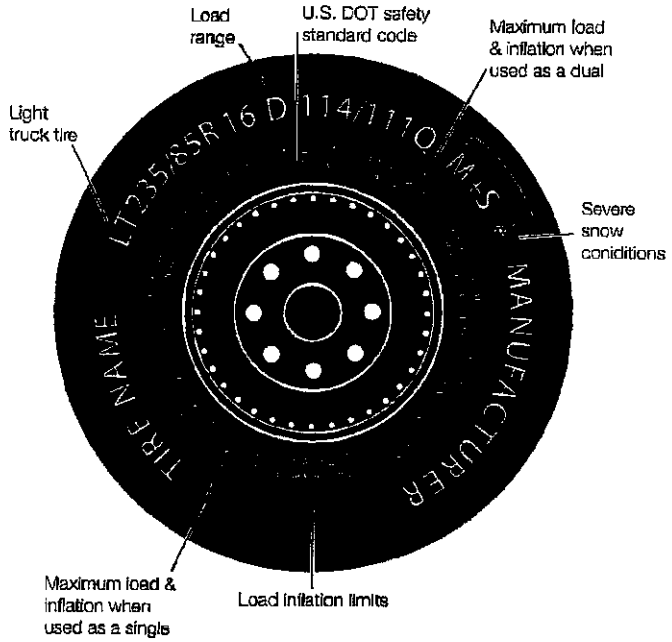


The letters "DOT" certify compliance with all applicable safety standards established by the U.S. Department of Transportation (DOT). Adjacent to this is a tire identification or serial number. This serial number is a code with up to 12 digits that are a combination of numbers and letters. The last characters are numbers identifying the week and year of manufacture. (For example, "1502" means the fifteenth week of the year 2002.)

The DOT requires tire manufacturers to grade passenger car tires based on three performance factors: Treadwear, Traction and Temperature resistance. (See the "Uniform Tire Quality Grading (UTQG)" section for more details.)

The sidewall also shows the type of cord and the number of plies in the sidewall and under the tread.

TYPICAL LIGHT TRUCK TIRE



UNIFORM TIRE QUALITY GRADING (UTQG)

The Uniform Tire Quality Grading ("UTQG") standards are intended to assist you in making an informed choice in your purchase of passenger car tires by providing information indicating relative performance in the areas of treadwear, wet stopping traction, and temperature resistance. All passenger car tires must conform to federal safety requirements in addition to these grades.

- Treadwear - The treadwear grade is a comparative rating based on the wear rate of the tire tested under controlled conditions on a specified government test track. For example, a tire graded 200 would wear twice as long on the government course as a tire graded 100. It is wrong to link treadwear grades with your projected tire mileage. The relative performance of the tires depends upon the actual conditions of their use and may vary due to driving habits, service practices, differences in road characteristics, and climate.
- Traction - The traction grades from highest to lowest are AA, A, B, and C, and they represent the tire's ability to stop on wet pavement as measured under controlled conditions on specified government test surfaces of asphalt and concrete.

⚠ NOTICE

The traction grade assigned to tires is based on locked braking (straight ahead) traction tests and does not include cornering (turning) traction.

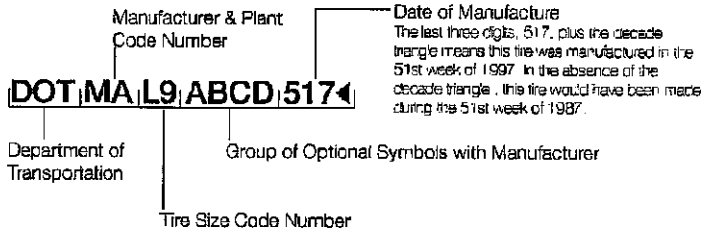
- Temperature - The temperature grades are A (the highest), B, and C, representing the tire's resistance to the generation of heat and its ability to dissipate heat when tested under controlled conditions on a specified indoor laboratory test wheel. Sustained high temperatures can cause the materials of the tire to degenerate and reduce tire life, and excessive temperature can lead to sudden tire failure. The grade C corresponds to a level of performance that all passenger car tires must meet under the Federal Motor Vehicle Safety Standard No. 139. Grades B and A represent higher levels of performance on the laboratory test wheel than the minimum required by law.

⚠ WARNING

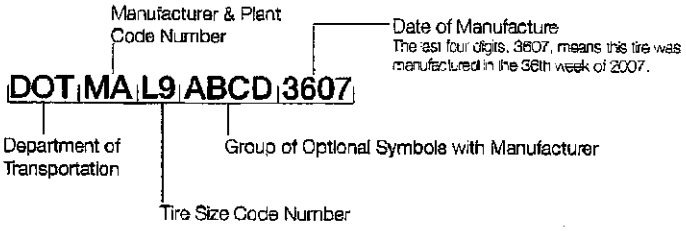
The temperature grade is established for a tire that is properly inflated and not overloaded. Excessive speed, underinflation, or excessive loading either separately or in combination can cause heat buildup and possible tire failure. This can cause an accident, which could lead to serious personal injury or death.

- DOT Quality Grades - All passenger car tires must conform to federal requirements in addition to these grades.

DOT SERIAL NUMBER SYSTEM



(TIRES BUILT BEFORE 2000)



(TIRES BUILT SINCE JANUARY 1, 2000)

TIRE REGISTRATION

Your original equipment tires are registered through the vehicle manufacturer.

When you purchase replacement Toyo brand tires, the seller is required by the National Highway Traffic Safety Administration to present you with a tire registration form. Toyo Tire U.S.A. Corp. provides a registration card at no charge to all Toyo Tires dealers. The dealer must fill in the dealer name, address, and serial numbers of the tires purchased. You, the buyer, should then fill in your name and address, place a stamp on the form, and mail it to the pre-addressed location on the form. Be sure to have your dealer complete their portion of the registration card at the time of purchase. The information contained in the registration card is an important means to notify you in the event of a product recall.

If you prefer, you may register your tires on our web page at www.toyotires.com and select "Tire Registration." Be prepared to provide the name and address of the dealer, the quantity of tires, and the DOT serial numbers from the sidewall of the tires.

IMPORTANT! If self-registering tires, make sure to include all letters and numbers (up to 12 digits) following the letters "DOT" on the tire's sidewall near the bead. If you see only four letters next to the letters "DOT", look on the other side of the tire for the full DOT number.

FOR SERVICE ASSISTANCE OR INFORMATION

For service assistance or information, contact your nearest Toyo Tires dealer.

If you need assistance locating a Toyo Tires dealer, please contact our Consumer Relations Department toll free at:

(800) 442-8696 (Pacific Time)

We can be reached in writing at:

TOYO TIRE U.S.A. CORP.
PO Box 6052
Cypress, CA 90630
www.toyotires.com

NOTE

NOTE

NOTE

TIRE INSTALLATION INFORMATION

To be completed at time of purchase

Date_____ Odometer_____

Customer Information:

Name_____

Address_____

City_____

State_____Zip Code_____

Phone No._____

Vehicle Information:

Year_____Make/Model_____

Tire Size/Pattern_____

Recommended Tire Pressure Front_____PSI

Recommended Tire Pressure Back_____PSI

DOT No.: Tire #1_____

Tire #2_____

Tire #3_____

Tire #4_____

Tire #5_____

Tire #6_____

Tire #7_____

Tire Removal Information:

Date_____Odometer_____

Dealer Name_____

Dealer Address_____

_____

Dealer Signature_____

IMPORTANT

Tire Owner – Keep this page as part of your limited warranty claim.

1. The information on this page must be completed to validate any limited warranty claim.
2. In the event of a limited warranty claim, this page must be attached to the Toyo standard claim form.

TIRE SERVICE RECORD

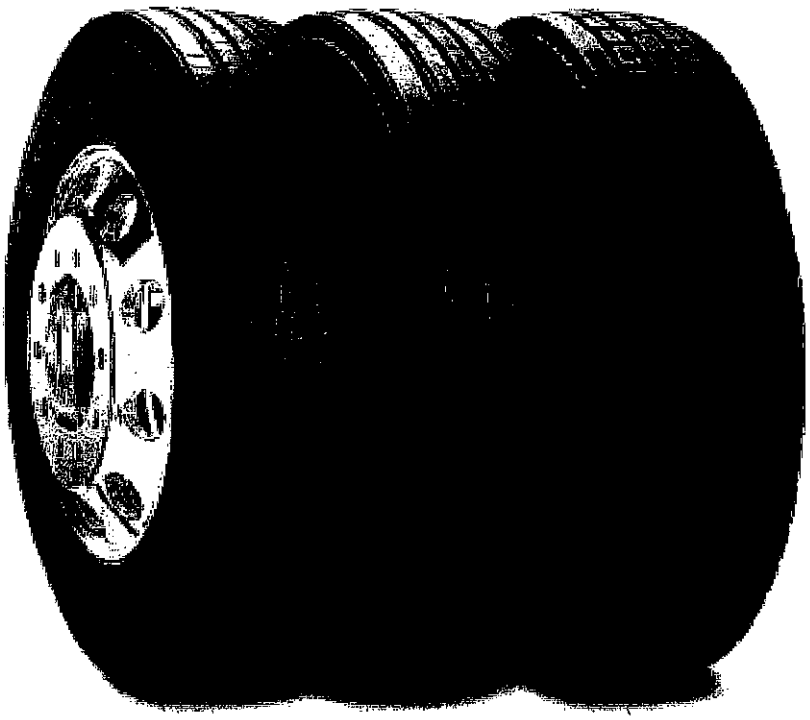
Please ensure that your tire service information is recorded below at the recommended service interval.
NOTE: In the event of a warranty claim, this page must be attached to the Toyo standard claim form.

DATE OF ROTATION	ODOMETER READING	DEALER NAME AND ADDRESS	FRONT: AIR PRESSURE REAR:

For maximum tire life, it is important to follow the recommended 3,500 mile intervals or less for high performance (low profile) tires or 7,500 mile intervals or less for standard passenger and light truck tires.
After each rotation, set the tire air pressure as recommended on the vehicle's Tire Information Placard or by your tire professional if the original size has been changed to an optional size.

Firestone

Truck Tire Limited Warranty & Safety Manual



TRUCK TIRE
LIMITED WARRANTY
& SAFETY MANUAL

FIRESTONE TRUCK TIRES

Congratulations on your purchase of quality FIRESTONE brand truck tires!

To ensure optimum tire performance and reduce the risk of a tire failure, Bridgestone Americas Tire Operations, LLC ("BATO") strongly recommends you read and follow all maintenance and safety information contained in this manual. In addition, we recommend periodic inspection and maintenance, if necessary, by a qualified tire service professional.

LIMITED WARRANTY
FIRESTONE BRAND
TRUCK TIRES

ELIGIBILITY

Firestone Brand Truck Tires purchased after January 1, 2015 and bearing a Department of Transportation (DOT) tire identification serial number 0114 or later, are "Eligible Tires" covered under the terms of this Limited Warranty provided that all of the following apply:

- You are the original owner, or original owner's authorized agent.
- The tire size is specified or recommended for use by the vehicle and rim manufacturers.
- The tire load range and speed rating are equivalent to or greater than that specified or recommended for use by the vehicle manufacturer for the loads anticipated.
- The new tire was approved for sale in the United States, listed in a U.S. price or data book, and purchased from an authorized Firestone brand truck tire retailer.

WHAT IS WARRANTED and FOR HOW LONG

Subject to the terms and conditions stated herein, BATO will repair or replace Eligible Tires that becomes unserviceable within six years from the date of manufacture or before the tread has worn down to 2/32 inch (1.6 mm), being to the top of the built-in indicators in the original tread grooves, whichever first occurs.

WHAT THIS LIMITED WARRANTY DOES NOT COVER

This Limited Warranty does not cover the following:

1. Tire damage due to:
   - A. **Road hazards**, including without limitation, puncture, cut, impact break, stone drill, bruise, bulge, snag, etc.
   - B. **Improper use or operation**, including without limitation, improper inflation pressure, overloading, tire/wheel spinning, curbing, use of an improper rim/wheel, tire chain damage, misuse, misapplication, negligence, tire alteration, or for racing or competition purposes.
   - C. **Insufficient or improper maintenance**, including without limitation: wheel misalignment, worn suspension components, improper tire mounting or demounting, tire/wheel assembly imbalance, improper brake adjustment, or other vehicle conditions, defects, or characteristics.
   - D. **Contamination or degradation** by petroleum products or other chemicals, fire or other externally generated heat, or water or other material trapped inside the tire during mounting or inflation.
2. Irregular wear, rapid wear, or wear-out; no mileage warranty is expressed or implied.
3. Weather/ozone cracking after four years from date of tire manufacture.
4. Tires subjected to severe under-inflation or run-flat conditions.
5. Tires that have been improperly repaired.
6. Tires rendered unretreadable due to excessive tread wear or improper buffing.
7. Tires improperly retreaded, including without limitation, improper or inadequate inspection, preparation, equipment, material, repair, etc.
8. Ride disturbance or vibration after tread wear use beyond 10% of original usable tread depth.
9. Tires damaged by the use of internally applied additives for balance, sealing, cooling, or any other alleged tire performance enhancement.
10. Tires inflated with anything other than air or nitrogen.
11. Tires purchased or used outside of the United States.
12. The cost of applicable federal, state, and local taxes.
13. Failure to follow any of the safety and maintenance recommendations or warnings contained in this manual.

12 MONTH /10% WEAR- NO-CHARGE REPLACEMENT TIRE

Eligible Tires adjusted under this Limited Warranty during the first 10% of original usable tread depth or within 12 months from date of purchase (without proof of purchase date, then within 12 months from the date of tire manufacture), whichever

occurs first, will be replaced free of charge (Federal Excise Tax included). The cost of mounting and balancing and other service charges, disposal fees, or applicable taxes are payable by you.

6 YEAR – WORN ORIGINAL TREAD TIRE PRO-RATED REPLACEMENT

Eligible Tires adjusted under this Limited Warranty that are worn beyond the first 10% of original usable tread depth, or are over 12 months from the date of purchase (without proof of purchase date, then 12 months from the date of tire manufacture), will, at BATO's option, be repaired or replaced with an equivalent new Firestone brand truck tire on a pro rata basis. To determine the pro- rated replacement price, the percent of used tread wear is multiplied by the dealer's current selling price for the replacement tire(s). The cost of mounting, balancing, full Federal Excise Tax, and other service charges, disposal fees, or applicable taxes are payable by you.

ENHANCED CASING CREDIT LIMITED WARRANTY

For coverage under the Enhanced Casing Limited Warranty, the Eligible Tire must have been used only in long haul, regional, P&D highway service for the entire life of the casing and subsequent retread(s) must have been inspected and retreaded by an authorized Bandag dealer only. Subject to the terms and conditions stated herein, an Enhanced Casing Credit Limited Warranty is available for the tire sizes listed below if all the "Eligibility" requirements listed above are met and an eligible pattern, size and load range tire becomes unserviceable within 6.5 years (78 months) from the date of tire manufacture and with no more than three (3) retreads. Eligible Tires adjusted under the Enhanced Casing Credit Limited Warranty will receive a casing credit as follows:

Eligible Patterns: All
Eligible Sizes & Load Ranges: All

Original Tread or Retread Count	Dollar Values (22.5 and 24.5 rim Diameters)	Dollar Values (17.5 and 19.5 rim Diameters)
Original Tread	$100	$60
1st Retread	$80	$40
2nd Retread	$50	$20

REPLACEMENT TIRE WARRANTY

If you receive a replacement tire under this Limited Warranty, it will be covered by the manufacturer's warranty, if any, given on that tire at that time.

WHERE TO GO

Tire adjustments under this Limited Warranty will only be made at an authorized Firestone brand truck tire retailer in the United States. Consult a phone directory (often listed in the Yellow Pages under "Tire Dealers"), the Internet at www.firestonetrucktires.com, or call 1-800-815-9793 for the location nearest you.

CONSUMER RIGHTS

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

CONDITIONS and EXCLUSIONS

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH EXTEND BEYOND THIS WARRANTY. BATO specifically excludes any obligation for consequential damages or incidental expenses including claims for loss of use of the vehicle on which the tire was installed, loss of time, inconvenience, or commercial loss. This warranty gives you specific legal rights. You may also have other rights that may vary from state-to-state. Some states do not allow limitations on how long an implied warranty lasts or allow the exclusion or limitation of incidental or consequential damages. The above limitation or exclusion may not apply to you.

This Limited Warranty applies only to consumers actually purchasing and using the tire in the United States.

Obligations under this policy may not be enlarged or altered by anyone.

In accordance with Federal Law, this Limited Warranty has been designated as a "Limited Warranty." Nothing in this Limited Warranty is intended to be a representation that tire failures cannot occur. This Limited Warranty is given in the United States by Bridgestone Americas Tire Operations, LLC, 535 Marriott Dr., Nashville, TN 37214.

OWNER'S OBLIGATIONS

It is your obligation to maintain proper tire inflation pressures as specified by the vehicle manufacturer and to operate the vehicle within tire/vehicle load capacity and speed limitations. It is also your obligation to maintain proper wheel alignment and tire/wheel assembly balance.

To request an adjustment, you must present the tire to an authorized Firestone brand truck tire retailer. Your vehicle on which the tire was equipped must also be available for inspection. Complete and sign the customer section of the Bridgestone Americas Tire Operations, LLC Limited Warranty Form or an electronic version of the Limited Warranty Form and pay appropriate replacement price, taxes, disposal fees, and service charges, if any. Tires accepted for warranty compensation become the property of Bridgestone Americas Tire Operations, LLC.

ARBITRATION

You and Bridgestone Americas Tire Operations, LLC agree that all claims, disputes, and controversies between you and it, including any of its agents, employees, successors, or assigns, arising out of or in connection with this Truck Tire Limited Warranty, or any other warranties, express or implied, including a failure of warranty and the validity of this arbitration clause, but excluding claims for personal injury or property damage, shall be resolved by binding arbitration between you and it, according to the formal dispute resolution procedures of the National Arbitration Forum, under the Code of Procedure then in effect. This arbitration will be conducted as a document hearing. If you request any procedures beyond a document hearing, you will be responsible for all fees, including filing and administrative fees, above and beyond the fees required for document hearings. The arbitration between you and Bridgestone Americas Tire Operations, LLC shall not include any other customers, be combined or consolidated in any fashion with arbitrations involving other customers, or proceed in any form of class action in which the claims of numerous customers are considered together. Any award of the arbitrator(s) may be entered as a judgment in any court of competent jurisdiction. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Information may be obtained and claims may be filed at any office of the National Arbitration Forum or at P.O. Box 50191, Minneapolis, MN 55405.

IMPORTANT SAFETY INFORMATION

Any tire, no matter how well constructed, may fail in use as a result of punctures, impact damage, improper inflation pressure, overloading, or other conditions resulting from use or misuse. Tire failure may create a risk of property damage, serious personal injury or death.

SAFETY WARNING

Serious personal injury or death may result from a tire failure. Many tire failures are preceded by vibration, bumps, bulges or irregular wear. If a vibration occurs while driving your vehicle or you notice a bump, bulge or irregular wear, have your tires and vehicle evaluated by a qualified tire service professional.

To reduce the risk of tire failure, Bridgestone Americas Tire Operations, LLC strongly recommends you read and follow all safety information contained in this manual, tire industry publications such as those published by the Rubber Manufacturer's Association (RMA), and tire mounting procedures published by the Occupational Safety and Health Administration (OSHA) of the U. S. Department of Labor. In addition, we recommend periodic inspection and maintenance, if necessary, by a qualified tire service professional.

TIRE INFLATION PRESSURE

Tires need proper inflation pressure to operate effectively and perform as intended. Tires carry the vehicle, passenger, and cargo loads and transmit the braking, acceleration, and turning forces. The vehicle manufacturer recommends the inflation pressures for the tires mounted on your vehicle.

SAFETY WARNING

Driving on tires with improper inflation pressure is dangerous.

- Under-inflation causes excessive tire heat build-up and internal structural damage.
- Over-inflation makes it more likely for tires to be cut, punctured, or broken by sudden impact.

These situations can cause a tire failure, even at a later date, which could lead to serious personal injury or death. Consult the vehicle tire information placard and/or owner's manual for the recommended inflation pressures.

In addition to tire damage, improper inflation pressure may also:

- Adversely affect vehicle ride and handling.
- Reduce tire tread wear.
- Affect fuel economy.

Therefore, follow these important recommendations for tire and vehicle safety, mileage, and economy:

- Always keep the vehicle manufacturer's recommended inflation pressure in all your tires, including inside duals.
- Check their pressure at preventative maintenance intervals and during pre-trip vehicle inspections.

Your vehicle's tire information placard and/or owner's manual will tell you the recommended cold inflation pressure for all your tires. For tractor/trailers, a placard is applied to each. For questions about locating or understanding the tire information placard(s), consult your vehicle owner's manual or ask a qualified tire service professional.

Maximum Pressure Indicated on the Tire Sidewall: This is the maximum permissible inflation pressure for the tire only. The vehicle manufacturer's recommended tire pressures may be lower than, or the same as, the maximum pressure indicated on the tire sidewall. The vehicle manufacturer's specification of tire pressure is limited to your particular vehicle and takes into account your vehicle's load, ride, and handling characteristics, among other criteria. Since there may be several possible vehicle applications for a given tire size, a vehicle manufacturer may choose a different inflation pressure specification for that same size tire on a different vehicle. Therefore, always refer to the inflation pressure specifications on the vehicle tire information placard and/or in your vehicle owner's manual.

Pressure Loss: Truck tires can lose 2 psi (14 kPa) per month under normal conditions and can lose 2 psi (14 kPa) for every 10°F (5.6°C) temperature drop. A puncture, leaking valve, or other damage could also cause inflation pressure loss. If a truck tire loses more than 4 psi (28 kPa) per month, have it checked by a qualified tire service professional.

TIPS FOR SAFE TIRE INFLATION

SAFETY WARNING
Inflating an unsecured tire is dangerous. If it bursts, it could be hurled into the air with explosive force resulting in serious personal injury or death. Never adjust the inflation pressure of a truck tire unless it is placed in a safety cage or is secured to the vehicle or a tire mounting machine. Never stand or lean over the tire or in front of the valve when inflating.

SAFETY WARNING
Never re-inflate a truck tire that has been run at very low inflation pressure (i.e. 80% or less of normal operating pressure) without a complete inspection of the entire tire. Immediately have the tire demounted and inspected by a qualified tire service professional.

- The U.S. Department of Transportation requires a pre-trip vehicle inspection. Pre-trip vehicle inspections and preventative maintenance should include cold-tire inflation pressure checks. Don't forget to check the inflation pressure of inside duals.

- The only correct method for checking inflation pressure is to use an accurate tire inflation pressure gauge. Kicking or thumping a tire will only tell you when a tire is totally flat.
- Check inflation pressure when the tires are "cold." Tires are considered "cold" when the vehicle has been parked for three hours or more, or if the vehicle has been driven less than a mile at moderate speed.
- Never release pressure from a hot tire in order to reach the recommended cold tire inflation pressure. Normal driving causes tires to run hotter and inflation pressure to increase. If you reduce inflation pressure when your tires are hot, you may dangerously under inflate your tires.
- If it is necessary to adjust inflation pressure when your tires are "hot," set their inflation pressure to 10 psi (69 kPa) above the recommended cold inflation pressure. Recheck the inflation pressure when the tires are cold.
- If your tires lose more than 4 psi (28 kPa) per month, the tire, tube (if applicable), valve, or rim/wheel may be damaged. Consult a qualified tire service professional for an inspection.
- A difference of 5 psi (35 kPa) or more between duals is not recommended.
- Use valve caps to keep the valves clear of debris and to help guard against inflation pressure loss.

TIPS FOR SAFE LOADING

SAFETY WARNING

Driving your vehicle in an overloaded condition is dangerous. Overloading causes excessive tire heat build-up and internal structural damage. This can cause a tire failure, even at a later date, which could lead to serious personal injury or death. Consult the vehicle tire information placard, certification label, and owner's manual for the recommended vehicle load limits and loading recommendations.

- Always keep the vehicle manufacturer's recommended inflation pressure in all your tires, including inside duals. Check their pressure at preventative maintenance intervals and during pre-trip vehicle inspections.
- Never exceed the maximum load rating stamped on the sidewall of your tire.
- Never exceed the gross vehicle weight rating (GVWR) or gross axle weight ratings (GAWR) of your vehicle.
- Never exceed the maximum load or inflation pressure capacity of the rim/wheel.
- Consult your vehicle owner's manual for load recommendations and special instructions (such as for carrying unusually heavy loads).

TIRE DAMAGE AND INSPECTION

Evaluation and maintenance of your tires is important to their performance and the service they provide to you. Over time and/or through use, the condition of a tire can change from exposure to everyday road conditions, the environment, damaging events such as punctures, and other external factors.

SAFETY WARNING
Driving on damaged tires is dangerous. A damaged tire can suddenly fail causing serious personal injury or death. Have your tires regularly inspected by a qualified tire service professional.

You should visually inspect your tires during pre-trip vehicle inspections and inflation pressure checks. In addition, have your tires periodically evaluated by a qualified tire service professional when your vehicle is serviced such as routine maintenance intervals, oil changes, and tire rotations. In particular, note the following tips for spotting tire damage:

- After striking anything unusual in the roadway, have a qualified tire service professional demount the tire and inspect it for damage. A tire may not have visible signs of damage on the tire surface. Yet, the tire may suddenly fail without warning, a day, a week, or even months later.
- Inspect your tires for cuts, cracks, splits or bruises in the tread and sidewall areas. Bumps or bulges may indicate a separation within the tire body. Have your tire inspected by a qualified tire service professional. It may be necessary to have it removed from the rim/wheel for a complete inspection. Do not delay performing any necessary repair(s).
- Inspect your tires for adequate tread depth. When the tire is worn to the built-in indicators at 2/32 inch (1.6 mm) or less tread groove depth, or the tire cord or fabric is exposed, the tire is dangerously worn and must be replaced immediately.
- Federal regulations require steer axle tires to have 4/32 inch (3.2 mm) or greater tread depth on vehicles over 10,000 lbs. (4536 kg) GVWR.
- Inspect your tires for uneven wear. Wear on one side of the tread or flat spots in the tread may indicate a problem with the tire or vehicle. Consult a qualified tire service professional.
- Inspect your rims/wheels also. If you have a bent, chipped, or cracked rim/wheel, it must be replaced.

TIRE MANUFACTURE DATE

The tire manufacture date is determined by examining the DOT tire identification number, also known as the DOT serial number or code, which can be found on at least one sidewall near the rim/wheel. It may be necessary to look on both sides of the tire to find the entire serial code.

Tires Produced Since 2000: The last four (4) digits of the serial code identify the week and year of production. For example, a tire with a serial code ending in "2406" would have been produced in the 24th week of 2006.

Tires Produced Prior to 2000: The last three (3) digits of the serial code identify the week and year of production. For example, a tire with a code ending in "329" would likely have been produced in the 32nd week of 1999, but possibly produced in 1989. If in doubt, consult a qualified tire service professional.

TIRE REPAIRS

SAFETY WARNING

Driving on an improperly repaired tire is dangerous. An improper repair can be unreliable or permit further damage to the tire. The tire may suddenly fail, causing serious personal injury or death. A complete inspection and repair of your tire in accordance with Rubber Manufacturers Association (RMA) procedures should be conducted by a qualified tire service professional.

The comprehensive procedures and recommendations for truck tire repair are beyond the scope of this manual; however, note the following:

- **The tire must be demounted from the rim/wheel for a complete inspection, inside and out.** Some damage to the tire may only be evident on the interior of the tire. Any tire repair done without removing the tire from the rim/wheel is improper.
- **A patch must be applied to the interior of the tire and the puncture hole filled with suitable plug/stem filler.** This helps ensure that the interior of the tire is adequately sealed to prevent inflation pressure loss and prevents contamination of the steel belts and other plies from the elements (such as water) in the outside world. Using only a plug/stem, or using only a patch, is not a safe or proper repair.
- **The truck/bus tire puncture repair injury limit to the tread area is 3/8 inch (10 mm).** Larger injuries, or damage in areas outside the tread, should be evaluated and

repaired, if possible, by qualified tire service professionals at a full-service repair facility using RMA-approved procedures.

- **Never substitute a tube for a proper repair or to remedy an improper repair.**
- **Not all punctured or damaged tires can be properly repaired;** consequently, they must be replaced.
- **Repair and retread, if possible, tires having a tread depth of 2/32 inch (1.6 mm) or less remaining in any tread groove.**
- **Tubes, like tires, should only be repaired by a qualified tire service professional.**
- **Any improper repair voids the tire Limited Warranty.** See "Limited Warranty" in this manual.

REMOVING TIRE/WHEEL ASSEMBLY FROM VEHICLE

SAFETY WARNING

Always follow the manufacturer's recommend procedure for securing and raising your vehicle prior to attempting to remove a tire.

SAFETY WARNING

If the tire has internal damage, it may burst with explosive force, causing serious personal injury or death. Always deflate a tire and wheel assembly completely before loosening any lug nut when removing a tire from a vehicle for service or demounting. On dual wheel assemblies, both tires should be deflated and removed before any work is started.

TIRE MOUNTING AND OTHER SERVICING

SAFETY WARNING

Removing and replacing tires on wheels can be dangerous. Attempting to mount tires with improper tools or procedures may result in a tire explosion causing serious personal injury or death. This is only a job for a qualified tire service professional. Never perform tire service procedures without proper training, tools, and equipment.

This manual is not intended to provide proper training or service procedures for tire mounting, demounting, balancing, rotation, or repair. Please leave these tasks to qualified tire service professionals.

Only specially trained persons should mount tires. For proper mounting procedures, consult the requirements of the Occupational Safety and Health Administration (OSHA) of the U S Department of Labor and procedures published by the Rubber Manufacturers Association, 1400 K Street, NW Washington, D. C. 20005 (www.rma.org).

SAFETY WARNING

Inflating an unsecured tire is dangerous. If it bursts, it could be hurled into the air with explosive force resulting in serious personal injury or death.

- Always stand well clear of any tire mounting operation. This is especially important when the service operator inflates the tire.
- When inflating a tire after mounting on a rim/wheel, always use a safety cage and an extension hose with pressure gauge and clip-on chuck.
- Never adjust the inflation pressure of a truck tire unless it is placed in a safety cage or is secured to the vehicle or a tire mounting machine.
- Never stand or lean over the tire or in front of the valve when inflating.

SAFETY WARNING

Never pour or spray any flammable substance into or onto a tire or rim/wheel for any purpose whatsoever. The residue left by the substance could result in a fire or explosion which may cause severe injury or death.

SAFETY WARNING

Never put flammable substances such as gasoline or ethyl ether into a tire and light with a match/flame so that the resulting explosion seats the beads of a tubeless tire. This practice is extremely dangerous and may result in a severe explosion or undetected damage to the tire or rim/wheel which may cause a failure resulting in severe injury or death.

- **Tires must match the width and diameter requirements of the wheels.** For example, 22.5 inch diameter tires must only be mounted to 22.5 inch diameter rims/wheels. Radial tires must only be mounted to wheels approved for radial tires.
- **Inspect the tire and rim/wheel.** Rims/wheels must be free of cracks, dents, chips, and rust. Tires must be free of bead damage, cuts, punctures, foreign material, and moisture.
- **For a tubeless truck tire, always install a new valve, or new valve core and cap,** each time a new or retreaded tire is installed.
- **For a tube-type truck tire, always use a new, proper size tube and flap** each time a new or re-treaded tire is installed.
- **Use only vegetable oil-based lubricants in mounting or demounting.**
- **Always ensure rim components fit properly before inflating.**
  - Never tap component parts with a tool/hammer/mallet while tire is inflated.
  - Never attempt to disassemble multi-piece rims while inflated.

- **Never inflate a tire beyond 40 psi (275 kPa) to seat the beads.** Be absolutely certain beads are fully seated before adjusting inflation pressure to the level recommended for vehicle operation.
- **Use valve caps** to keep the valves clear of debris and to help guard against inflation pressure loss.
- **Always stand well away from the work area** when tires are being spin-balanced either on or off the vehicle.

TIRE MIXING

SAFETY WARNING
Driving your vehicle with an improper mix of tires is dangerous. Your vehicle's handling characteristics can be seriously affected. You could have an accident resulting in serious personal injury or death. Consult your vehicle owner's manual and a qualified tire service professional for proper tire replacement.

DUAL MATCHING

Tires paired in a dual assembly should be matched in tire construction and dimension. Improperly matched tires may result in irregular wear, rapid wear, and premature tire failure. Failure to match tires in a dual assembly may result in sudden tire destruction.

For radial tires, properly paired dimension tolerances are as follows:
- Diameter: within 1/4 inch (6.4 mm) of each other
- Circumference: within 3/4 inch (19 mm) of each other

HIGH SPEED DRIVING

SAFETY WARNING
Driving at high speed is dangerous and can cause a vehicle accident, including serious personal injury or death.

- Regardless of the speed and handling capabilities of your vehicle and its tires, a loss of vehicle control can result from exceeding the maximum speed allowed by law or warranted by traffic, weather, vehicle, or road conditions.
- High-speed driving should be left to trained professionals operating under controlled conditions.
- No tire, regardless of its design or speed rating, has unlimited capacity for speed, and a sudden tire failure can occur if its limits are exceeded. See "Tire Speed Restrictions," the next section in this manual.

Refer to your vehicle owner's manual for any tire pressure recommendations for high speed driving.

TIRE SPEED RESTRICTIONS

Firestone brand truck tires have maximum recommended speeds. When replacing your tires, check your vehicle owner's manual and tire information placard and consult with a Firestone brand truck tire retailer for recommendations and information about tire speed capability.

The speed capabilities of truck tires are based on standardized laboratory tests under specific, controlled conditions. While these tests may relate to performance on the road, real-world driving is rarely identical to any test conditions. Your tire's actual speed capability may be less since it is affected by factors such as inflation pressure, load, tire condition (including damage), wear, vehicle condition (including alignment), driving conditions, and duration at which the speed is sustained.

TIRE SPINNING

SAFETY WARNING
Spinning a tire to remove a vehicle stuck in mud, ice, snow, or wet grass can be dangerous. A tire spinning at a speedometer reading above 35 mph (55 km/h) can in a matter of seconds reach a speed capable of disintegrating a tire with explosive force. Under some conditions, a tire may be spinning at a speed twice that shown on the speedometer. This could cause serious personal injury or death to a bystander or passenger. Never spin a tire above a speedometer reading of 35 mph (55 km/h).

TIRE STORAGE

Tires should be stored indoors in a cool, dry place where water cannot collect inside them. Tires should be placed away from electric generators/motors and sources of heat such as hot pipes. Storage surfaces should be clean and free of grease, gasoline, diesel fuel, or other substances which can deteriorate the rubber.

SAFETY WARNING
Improper storage can damage your tires in ways that may not be visible and can lead to a failure resulting in serious personal injury or death.

The spare tire in your vehicle is intended to be used as a spare when needed. The spare tire carrier is not intended to be used for long term storage.

TIRE SERVICE CUSTOMER SATISFACTION

Normal tire maintenance and Limited Warranty services are available at locations across the U.S.A. Visit us at www.firestonetrucktires.com, or call 1-800-815-9793 to find an authorized Firestone brand truck tire retailer nearest you.

Additional information on the care and service of truck tires is available from the following organizations:

Rubber Manufacturers Association
1400 K Street, N.W.
Washington, DC 20005-2403
www.rma.org

Rubber Association of Canada
2000 Argentia Road, Plaza 4, Suite 250
Mississauga, Ontario L5N 1W1
www.rubberassociation.ca

TIRE REGISTRATION

Registration of your tires is an important safety precaution since it enables the manufacturer to notify you in the event of a recall. When you purchase replacement tires, the retailer will provide a registration card on which the tire identification numbers have been recorded; fill in your name and address on the card and mail it promptly. Some retailers may submit the registration for you. You do not need to register original equipment tires on new vehicles as the vehicle manufacturer handles that for you.

For Assistance or Information

1. First contact the nearest Firestone truck tire Dealer by consulting the yellow pages of your local telephone book.
2. If additional assistance is required, call or write the nearest Firestone Technical Service Center listed below.

FIRESTONE TOLL FREE NUMBER
1-800-356-4644

Bridgestone Americas Tire Operations, LLC
535 Marriott Drive, Nashville, TN 37214
(615) 937-1000

TECHNICAL SERVICE CENTERS

WEST REGION
2500 S. Doubleday
Ontario, CA 91761

CENTRAL REGION
2100 Internationale Pkwy
Woodridge, IL 60517

EAST REGION
201 Bridgestone Pkwy
Lebanon, TN 37090

www.firestonetrucktires.com

Effective January 2015

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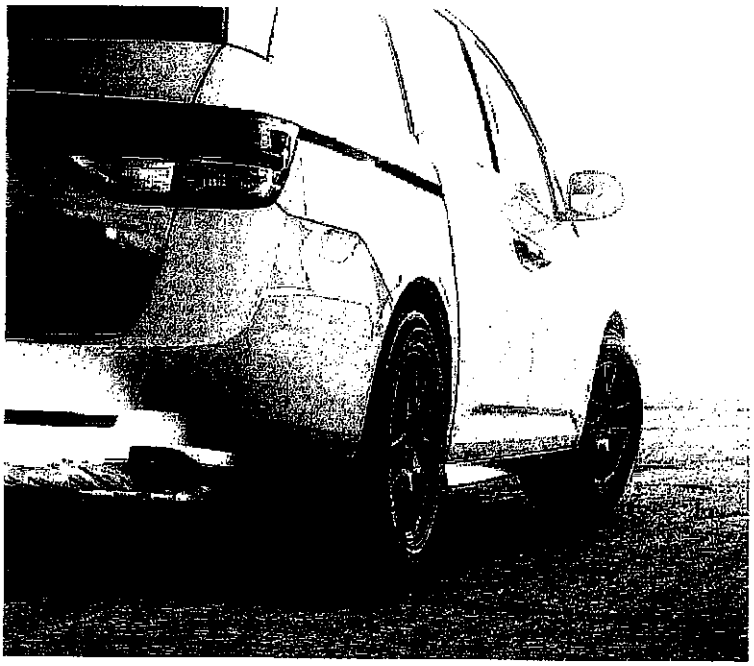
BRIDGESTONE
Firestone
Associated Brands

WARRANTY DETAILS



REPLACEMENT MARKET PASSENGER and LIGHT TRUCK TIRES

Including

RFT™

Tires with Run-Flat Technology

LIMITED WARRANTY

BRIDGESTONE
Firestone

REPLACEMENT MARKET PASSENGER and LIGHT TRUCK TIRES

Including
RFT
Tires with Run-Flat Technology

ELIGIBILITY

Congratulations! You have just purchased quality tires from a BRIDGESTONE, FIRESTONE, or ASSOCIATED BRANDS dealer (referred to in this section of the manual as DEALER). This Limited Warranty covers new BRIDGESTONE, FIRESTONE, FUZION, and PRIMEWELL brand passenger and light truck tires.

This Limited Warranty only applies to the original purchaser, and is valid if all of the following apply:

- The tire was purchased after December 1, 2016.
- The tire is a size and speed rating equivalent to or greater than that specified by the vehicle manufacturer.
- The tire has been used only on the vehicle on which it was originally installed.
- The tire has not been used in commercial service (exception: certain coverage applies to Bridgestone Duravis and Firestone Transforce tires if used in commercial service).

WHAT IS WARRANTED and FOR HOW LONG

An eligible tire that becomes unusable for any reason within the manufacturer's control will be replaced with an equivalent new tire on the basis set forth in this Limited Warranty. Each tire brand has specific warranty coverage and certain conditions that apply; for details, see "Each Brand's Warranty Coverage."

WHAT THIS LIMITED WARRANTY DOES NOT COVER

This Limited Warranty does not cover the following:

1. Tire damage or irregular wear due to:
   A. **Road hazards,** including, without limitation: Puncture, cut, impact break, stone drill, bruise, bulge, snag, etc.
   B. **Improper use or operation,** including, without limitation: Improper inflation pressure, overloading, tire/wheel spinning, use of an improper wheel, tire chain damage, misuse, misapplication, negligence, tire alteration, or for racing or competition purposes.
   C. **Insufficient or improper maintenance,** including, without limitation: failure to rotate tires as recommended in this manual, wheel misalignment, worn suspension components, improper tire mounting or demounting, tire/wheel assembly imbalance, or other vehicle conditions, defects, or characteristics.
   D. **Contamination or degradation** by petroleum products or other chemicals, fire or other externally generated heat, or water or other material trapped inside the tire during mounting or inflation.
   E. **Improper repair.** Improper repair voids this Limited Warranty.
   F. **For RFT tires only, improper run-flat or low tire pressure operation,** including, without limitation: exceeding speed, distance, or other run-flat/low-pressure operation limitations.
2. Rapid tread wear or wear-out is not covered under the Bridgestone Platinum Pact, Firestone Gold Pledge, or Basic Limited Warranty. See the Supplemental Mileage Limited Warranty section of this manual.
3. Weather/ozone cracking after 4 years from date of tire manufacture.
4. Ride disturbance or vibration after 1/32 inch (0.8 mm) of tread wear use.
5. Tires with sealant, balance, or other filler material that was not originally applied or inserted by the tire manufacturer.
6. Tires used in commercial service, except Bridgestone Duravis and Firestone Transforce tires.
7. Tires purchased as used.
8. Tires inflated with anything other than air or nitrogen.
9. Tires purchased and normally used outside the United States.
10. The cost of applicable federal, state, and local taxes.
11. Original equipment tires on new vehicles. (See separate warranty, if applicable, in your vehicle's glove box.)
12. Failure to follow any of the safety and maintenance recommendations or warnings contained in this manual.

This Limited Warranty is in addition to and/or may be limited by any other applicable written warranty you may have received concerning special tires or situations.

EACH BRAND'S WARRANTY COVERAGE

BRIDGESTONE

Platinum Pact Limited Warranty

The Platinum Pact Limited Warranty covers all Bridgestone brand passenger and light truck tires—except winter, and "temporary use" spare tires. A tire covered by the Platinum Pact Limited Warranty will be replaced with an equivalent new tire either free of charge or for a pro-rated amount if the tire becomes unusable for any reason within the manufacturer's control under the following conditions:

- **The free tire replacement period** extends up to (a) 3 years from the date of purchase—proof of purchase date required, or (b) 4 years from the date of tire manufacture without proof of purchase date. During this period, the tire will be replaced free of charge (including mounting and balancing). You may be charged applicable taxes, the cost of valve stems, and disposal fees.
- **After the free tire replacement period,** coverage extends up to (a) 5 years from the date of purchase—proof of purchase date required, or (b) 6 years from the date of tire manufacture without proof of purchase date. During this period, the tire will be replaced but there will be a pro-rated charge. To determine the replacement price, the percent of tread wear is multiplied by DEALER'S then current selling price for the replacement tire(s). The appropriate taxes, mounting, balancing, disposal fees, and other service charges may be added to the replacement price.
- **The tire must not be worn to 2/32 inch (1.6 mm) or less** remaining original tread depth (i.e. worn down to the top of the built-in indicators in the tread grooves).
- **Exclusions apply**—as identified in the section "What This Limited Warranty Does Not Cover."

Winter, and "Temporary Use" Spare Tires

A Bridgestone brand, winter, or "temporary use" spare tire will be replaced with an equivalent new tire for a pro-rated purchase price if the tire becomes unusable for any reason within the manufacturer's control under the following conditions:

- **There is no free replacement period.**
- **Coverage** extends up to 5 years from the date of purchase—proof of purchase date required. Without proof of purchase date, then 6 years from the date of tire manufacture. During this period, the tire will be replaced for a pro-rated amount. To determine the replacement price, the percent of used treadwear is multiplied by DEALER'S then current selling price for the replacement tire(s). The appropriate taxes, mounting, balancing, disposal fees, and other service charges may be added to the replacement price.

- **The tire must not be worn to 2/32 inch (1.6 mm) or** less remaining original tread depth (i.e. worn down to the top of the built-in indicators in the tread grooves).
- **Exclusions apply**—as identified in the section "What This Limited Warranty Does Not Cover."

Buy & Try 30 Day Guarantee

All Bridgestone brand passenger and light truck tires—except RFT/Run-Flat, Potenza RE-11, Potenza RE-11A, Potenza RE-11A, Potenza RE71R, original equipment tires on new vehicles, winter, and "temporary use" spare tires—sold in sets of 4 or more tires through an authorized retailer are covered by the Buy & Try 30 Day Guarantee. The DriveGuard, Potenza RE960AS RFT and Turanza EL400 RFT patterns are covered by Buy & Try 30 Day Guarantee. If a retail customer is not completely satisfied with their eligible Bridgestone-brand tires, the tires can be returned to the location where they were originally purchased within 30 days of purchase for a full refund or exchange. Original proof of purchase is required. The Buy & Try 30 Day Guarantee applies only to full sets of tires (4 or more tires purchased together); return of less than a full set of tires will not be accepted. Bridgestone brand tires applied as original equipment on new vehicles are not covered by the Buy & Try 30 Day Guarantee. Additional exclusions apply, as identified in the section "What This Limited Warranty Does Not Cover."

FIRESTONE

Gold Pledge Limited Warranty

The Gold Pledge Limited Warranty covers all Firestone brand passenger and light truck tires—except winter, and "temporary use" spare tires. A tire covered by the Gold Pledge Limited Warranty will be replaced with an equivalent new tire either free of charge or for a pro-rated amount if the tire becomes unusable for any reason within the manufacturer's control under the following conditions:

- **The free tire replacement period** extends up to (a) 3 years from the date of purchase—proof of purchase date required, or (b) 4 years from the date of tire manufacture without proof of purchase date. During this period, the tire will be replaced free of charge (including mounting and balancing). You may be charged applicable taxes, the cost of valve stems, and disposal fees.
- **After the free tire replacement period,** coverage extends up to (a) 5 years from the date of purchase—proof of purchase date required, or (b) 6 years from the date of tire manufacture without proof of purchase date. During this period, the tire will be replaced but there will be a pro-rated charge. To determine the replacement price, the percent of tread wear is multiplied by DEALER'S then current selling price for the replacement tire(s). The appropriate taxes, mounting, balancing, disposal fees, and other service charges may be added to the replacement price.

- **The tire must not be worn to 2/32 inch (1.6 mm) or less** remaining original tread depth (i.e. worn down to the top of the built-in indicators in the tread grooves).
- **Exclusions apply**—as identified in the section "What This Limited Warranty Does Not Cover."

Winter, and "Temporary Use" Spare Tires

A Firestone brand, winter, or "temporary use" spare tire will be replaced with an equivalent new tire for a pro-rated purchase price if the tire becomes unusable for any reason within the manufacturer's control under the following conditions:

- **There is no free replacement period.**
- **Coverage** extends up to 5 years from the date of purchase—proof of purchase date required. Without proof of purchase date, then 6 years from the date of tire manufacture. During this period, the tire will be replaced for a pro-rated amount. To determine the replacement price, the percent of used treadwear is multiplied by DEALER'S then current selling price for the replacement tire(s). The appropriate taxes, mounting, balancing, disposal fees, and other service charges may be added to the replacement price.
- **The tire must not be worn to 2/32 inch (1.6 mm) or less** remaining original tread depth (i.e. worn down to the top of the built-in indicators in the tread grooves).
- **Exclusions apply**—as identified in the section "What This Limited Warranty Does Not Cover."

Buy & Try 30 Day Guarantee

All Firestone brand passenger and light truck tires—except RFT/Run-Flat, original equipment tires on new vehicles, winter and "temporary use" spare tires— sold in sets of 4 or more tires through an authorized retailer are covered by the Buy & Try 30 Day Guarantee. If a retail customer is not completely satisfied with their eligible Firestone brand tires, the tires can be returned to the loca- tion where they were originally purchased within 30 days of purchase for a full refund or exchange. Original proof of purchase is required. The Buy & Try 30 Day Guarantee applies only to full sets of tires (4 or more tires purchased together); return of less than a full set of tires will not be accepted. Firestone brand tires applied as original equip- ment on new vehicles are not covered by the Buy & Try 30 Day Guarantee. Additional exclusions apply, as identified in the section "What This Limited Warranty Does Not Cover."

FUZION BRAND LIMITED WARRANTY

The Fuzion Brand Limited Warranty will apply if (i) all the "ELIGIBILITY" requirements listed in the Limited Warranty are met and (ii) an eligible Fuzion Brand pattern, size and load range tire becomes unusable for any reason within the manufacturer's control within 5 years from the date of tire purchase (proof of purchase date required) or

6 years from the date of manufacture (without proof of purchase date), subject to certain exclusions set forth in the "What This Limited Warranty Does Not Cover" section of the Limited Warranty.

The Fuzion Brand Limited Warranty will be as follows:

- **Free replacement during the first 50% of the tread life of the tire** if it becomes unusable for any reason within the manufacturer's control up to 3 years from date of purchase (proof of purchase date required). The appropriate taxes, mounting, balancing, disposal fees, and other service charges may still apply.
- After the free replacement period noted above (or if the tire is past the first 50% of tread life), if the tire becomes unusable for any reason within the manufacturer's control within 5 years from the date of tire purchase (proof of purchase date required) or 6 years from the date of manufacture (without proof of purchase date), the tire will be replaced with an equivalent new tire for a pro-rated purchase price. To determine the replacement price, the percent of used treadwear is multiplied by DEALER'S then current selling price for the replacement tire(s). The appropriate taxes, mounting, balancing, disposal fees, and other service charges may be added to the replacement price. Note that the tire must not be worn to 2/32 inch (1.6mm) or less of the remaining original tread depth (i.e. worn down to the top of the built-in indicators in the tread grooves) for this Fuzion Brand Limited Warranty to apply.
- **Exclusions apply**—as identified in the section "What This Limited Warranty Does Not Cover."

PRIMEWELL BRAND LIMITED WARRANTY

A tire covered by the Primewell Brand Limited Warranty will be replaced with an equivalent new tire for a pro-rated purchase price if it becomes unusable for any reason within the manufacturer's control under the following conditions:

- **There is no free replacement period.**
- **Coverage** extends up to 4 years from the date of purchase (proof of purchase date required). Without proof of purchase date, then 5 years from the date of tire manufacture. During this period, the tire will be replaced charging a pro-rated amount. To determine the replacement price, the percent of used treadwear is multiplied by DEALER'S then current selling price for the replacement tire(s). The appropriate taxes, mounting, balancing, disposal fees, and other service charges may be added to the replacement price.

- **The tire must not be worn to 2/32 inch (1.6 mm)** or less remaining original tread depth (i.e. worn down to the top of the built-in indicators in the treadgrooves).
- **Exclusions apply**—as identified in the section "What This Limited Warranty Does NotCover."

SUPPLEMENTAL MILEAGE LIMITED WARRANTY

If a tire covered by the Supplemental Mileage Limited Warranty wears evenly across the tread down to the treadwear indicators—2/32 inch (1.6 mm)—during its stated warranted mileage (as evidenced by the vehicle's odometer), the tire will be replaced with an equivalent new tire under the following conditions for a pro-rated purchase price:

- **There is no free replacement period.**
- Only the passenger and light truck tires listed in this section are covered by the Supplemental Mileage Limited Warranty for the mileage shown.
- Coverage applies only to the original purchaser, and only as long as the tires remain mounted on the vehicle described in the Customer Identification Section of this manual.
- Coverage extends up to 5 years from the date of purchase—proof of purchase date required. During this period, the tire will be replaced for a pro-rated amount.
- To determine the replacement price, the percent of warranted mileage obtained is multiplied by DEALER'S then current selling price for the replacement tire(s). The appropriate taxes, mounting, balancing, disposal fees, and other service charges may be added to the replacement price.
- Tires used in commercial service and original equipment tires on new vehicles have no mileage warranty.
- Exclusions apply—as identified in the section "What This Limited Warranty Does Not Cover."

Covered Tires and Warranted Mileage:

Bridgestone

DriveGuard (H /V speed rating)	60,000 Miles
DriveGuard (W speed rating)	50,000 Miles
Dueler A/T Revo 2 (D696)[1]	50,000 Miles
Dueler H/L 422 Ecopia	65,000 Miles
Dueler H/L Alenza	65,000 Miles
Dueler H/L Alenza (W speed rating)	40,000 Miles
Dueler H/L Alenza Plus (H speed rating)	80,000 Miles
Dueler H/L Alenza Plus (W speed rating)	55,000 Miles
Dueler H/P Sport AS	40,000 Miles
Dueler H/T (D684II)	60,000 Miles
Dueler H/T (685) (LT Sizes)	50,000 Miles
Dueler H/T (D689)	60,000 Miles
Ecopia EP422	65,000 Miles
Ecopia EP422 Plus	70,000 Miles
Potenza RE960AS Pole Position RFT	40,000 Miles
Potenza RE970AS Pole Position	40,000 Miles
Potenza RE97AS (V speed rating)	55,000 Miles
Potenza RE97AS (W speed rating)	45,000 Miles
Turanza EL400 RFT[2]	40,000 Miles
Turanza Serenity Plus (EL64) (H speed rating)	80,000 Miles
Turanza Serenity Plus (EL64) (V speed rating)	75,000 Miles
Turanza Serenity Plus (EL64) (W speed rating)	50,000 Miles

[1] P-Metric sizes only

[2] P225/60RF17 only

Firestone

Affinity Touring S4	50,000 Miles
Affinity Touring T4	50,000 Miles
All Season (all other sizes)	65,000 Miles
All Season (CUV intended sizes – see table)	55,000 Miles
Champion Fuel Fighter	70,000 Miles
Champion HR	40,000 Miles
Destination LE[1]	60,000 Miles
Destination AT[1]	50,000 Miles
Destination AT Special Edition[1]	50,000 Miles
Destination LE2[1]	60,000 Miles
Destination ST	40,000 Miles
Firehawk Wide Oval AS (speed rating H/V)	50,000 Miles
Firehawk Wide Oval AS (speed rating (W)	40,000 Miles
FR710	65,000 Miles
Precision Sport	40,000 Miles
Precision Touring	70,000 Miles

[1]P-Metric sizes only

All Season (CUV intended sizes)

215/70R16	55,000 Miles
225/70R16	55,000 Miles
P235/70R16	55,000 Miles
225/65R17	55,000 Miles
235/65R17	55,000 Miles
235/65R18	55,000 Miles
P255/65R18	55,000 Miles
235/60R18	55,000 Miles
245/60R18	55,000 Miles
265/60R18	55,000 Miles
225/55R18	55,000 Miles
235/55R18	55,000 Miles
P255/60R19	55,000 Miles
235/55R19	55,000 Miles
245/55R19	55,000 Miles
P255/55R20	55,000 Miles
P245/50R20	55,000 Miles

Fuzion

Fuzion A/T	45,000 Miles
Fuzion Touring	55,000 Miles
Fuzion SUV	50,000 Miles
Fuzion UHP Sport AS	40,000 Miles

Primewell

Valera Touring	50,000 Miles
Valera Touring II	50,000 Miles
PZ900	40,000 Miles
PS830	40,000 Miles
PS850	40,000 Miles
PS860	40,000 Miles
Valera AT[1]	50,000 Miles
Valera HT[1]	50,000 Miles
Valera Sport AS	40,000 Miles

[1] P-Metric sizes only

BRIDGESTONE

DRIVEGUARD

NEXT GENERATION RUN-FLAT TIRE

SUPPLEMENTAL ROADHAZARD LIMITED WARRANTY

Not applicable to tires purchased in the state of New York.

Bridgestone DriveGuard tires provide innovative tire performance benefits, including run-flat capability in the event of inflation pressure loss due to road hazard damage.

For additional peace of mind, the DriveGuard Supplemental RoadHazard Limited Warranty covers eligible tires that become damaged or unusable for any reason resulting from a road hazard (e.g. cut, snag, bruise, impact, or puncture). This warranty, given to promote goodwill, is a supplement to the Limited Warranty applicable to your tires.

ELIGIBILITY

The DriveGuard Supplemental RoadHazard Limited Warranty covers only the original purchaser. Proof of purchase is required in the form of an original invoice or receipt that must indicate the name of the purchaser, the purchase date, the vehicle mileage (odometer reading) at installation, and the retailer's name and address. Only Bridgestone DriveGuard tires are covered, and each must meet all of the following criteria:

- It was purchased new through an authorized retailer.
- It was used only on the vehicle on which it was originally installed.
- It meets or exceeds the vehicle manufacturer recommendations for size, load capacity, and speed rating.
- It was mounted to a properly-sized wheel and used with a functioning tire pressure monitoring system (TPMS).
- It was not used in commercial service.

The coverage period starts the date the tires are purchased and extends for a duration up to one of the following, whichever occurs first:

(a) the first 2/32-inch (1.6 mm) of tread wear,
(b) 12,000 miles of use,
or
(c) 12 months from the date of purchase.

If you receive a replacement tire under this DriveGuard Supplemental RoadHazard Limited Warranty, it will be covered by the tire manufacturer's warranty or warranties, if any, given on that tire at that time.

WHAT IS WARRANTED

An eligible DriveGuard tire that becomes damaged or unusable for any reason resulting from a road hazard (e.g. cut, snag, bruise, impact, or puncture) will be repaired or replaced in the following manner:

- Tires that can be repaired within Bridgestone and Rubber Manufacturers Association guidelines will be accordingly repaired free of charge.
- Tires that cannot be repaired within Bridgestone and Rubber Manufacturers Association guidelines will be replaced with an equivalent new tire free of charge. This includes tires damaged from operation below 15 psi (100 kPa) due to a road hazard.

Whether an eligible tire is repaired or replaced, there is no charge for tire mounting, tire balancing, or performing an electronic reset of the TPMS. However, you are responsible for payment of applicable taxes and disposal fees, if any. Also excluded is coverage for any other parts or services, including but not limited to charges for road service, towing, alignment, rotation, and valve stem/TPMS components.

WHERE TO GO

Tire service under the DriveGuard Supplemental RoadHazard Limited Warranty will only be performed at an authorized retailer, including where DriveGuard and other Bridgestone brand tires are sold. To find the retailer nearest you, please call 1-844-GoFifty or visit www.DriveGuard.com or www.BridgestoneTire.com.

CONSUMER RIGHTS

The DriveGuard Supplemental RoadHazard Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

CONDITIONS AND EXCLUSIONS

To the extent permitted by law, Bridgestone Americas Tire Operations, LLC disclaims liability for any incidental or consequential damages, loss of time, loss of vehicle use, or inconvenience, and any implied warranty, including implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

The DriveGuard Supplemental RoadHazard Limited Warranty applies only to tires purchased, used, and presented for coverage (under the terms of this warranty) in the United States. Bridgestone Americas Tire Operations, LLC's obligations under this warranty may not be enlarged or altered by anyone.

In accordance with Federal Law, this warranty has been designated as a "Limited Warranty." Nothing in the DriveGuard Supplemental RoadHazard Limited Warranty is intended to be a representation by Bridgestone Americas Tire Operations, LLC that tire failures cannot occur.

OWNER'S OBLIGATIONS

Tire inflation pressures must be set to the specifications established by the vehicle manufacturer. Check tire pressure with a gauge every month and before long trips or when carrying extra load. Determine the cause and extent of an inflation pressure loss as soon as possible, especially after an alert from the tire pressure monitoring system (TPMS).

REPLACEMENT WARRANTY FOR ALL BRANDS

If you receive a replacement tire under this Limited Warranty, it will be covered by the manufacturer's warranty or warranties, if any, given on that tire at that time.

WHERE TO GO

Tire adjustments under this Limited Warranty will only be made at an authorized retailer. Bridgestone and Firestone RFT tire adjustments will only be made at a Certified Bridgestone or Firestone Run-Flat Retailer. Consult a phone directory (often listed in the Yellow Pages under "Tire Dealers") or the internet at www.bridgestonetire.com for the location nearest you.

CONSUMER RIGHTS

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

CONDITIONS and EXCLUSIONS

To the extent permitted by law, Bridgestone Americas Tire Operations, LLC disclaims all other warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose and any liability for incidental and consequential damages, loss of time, loss of vehicle use, or inconvenience. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This Limited Warranty applies only to consumers using the tire in the United States. For warranty conditions outside the United States, see your local Bridgestone or Firestone distributor.

Obligations under this policy may not be enlarged or altered by anyone.

In accordance with Federal Law, this Limited Warranty has been designated as a "Limited Warranty." Nothing in this Limited Warranty is intended to be a representation that tire failures cannot occur. This Limited Warranty is given by Bridgestone Americas Tire Operations, LLC, 535 Marriott Dr., Nashville, TN 37214.

OWNER'S OBLIGATIONS

In order to keep this Limited Warranty valid, we require you to have your tires regularly inspected and rotated per the recommendations outlined in the sections of this manual entitled "Tire Damage, Inspection and Service Life" and "Radial Tire Rotation" and to furnish proof of same in order to receive an adjustment. Such proof should show the date, mileage, and servicing location. A sales receipt containing this information will suffice. In addition, a "Maintenance Record" is included in this manual.

Tires must be operated at the proper tire inflation pressures as specified by the vehicle manufacturer and within tire/vehicle load capacity and speed limitations. It is also your obligation to maintain proper wheel alignment and tire/wheel assembly balance.

To request an adjustment, you must present the tire to an authorized retailer. Complete and sign the customer section of the Bridgestone Americas Tire Operations, LLC Limited Warranty adjustment form and pay appropriate replacement price, taxes, disposal fee, and service charges, if any.

ARBITRATION

For purposes of this arbitration section: (a) the terms "we," "us" and "our" refer to Bridgestone Americas Tire Operations, LLC, its parents, subsidiaries, affiliates, predecessors, successors, assigns, employees, officers, agents and directors; and (b) a "Claim" is any pre-existing, present, or future claim, dispute, or controversy between you and us arising out of or in connection with this Limited Warranty, or any other warranties, express or implied, including a failure of warranty and the validity of this arbitration clause, but excluding claims for personal injury or damage to property other than the warranted tire(s). You and we acknowledge that either you or we can choose to have any Claim resolved by binding arbitration. **If either you or we choose arbitration with respect to any Claim, neither you nor we will have, and each of us waives, the right to litigate that claim in court or to have a jury trial on that claim,** or to engage in pre-arbitration discovery, except as provided for in the arbitration rules of the American Arbitration Association ("AAA"). In addition, you will not have the right to participate as a representative or member of any class of claimants related to any claim subject to arbitration. An arbitration can only decide our or your Claim and may not consolidate or join the claims of other persons who may have similar claims. **There shall be no authority for any Claims to be arbitrated on a class action basis.** The arbitrator's decision will be final and binding.

Any arbitration will be conducted in accordance with the AAA's rules applicable to consumer disputes. For additional information go to: http://www.adr.org/. Any arbitration hearing that you attend will take place in the federal judicial district where you reside. At your request, we will advance the first $250 of the filing and hearing fees for any Claim you may file against us; the arbitrator will decide whether we or you will ultimately pay those fees. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. Judgment upon the award may be entered in any court of law of competent jurisdiction.

If this arbitration section (or any part of it) is determined invalid or illegal under any applicable statute or rule of law, it will be deemed omitted without affecting any other provisions of this Agreement, which shall remain in full force and effect.

Customer, Vehicle, and Tire Identification

Customer Name

Address

City, State, Zip

Invoice #

Date of Purchase

Year of Vehicle	Make of Vehicle	Model of Vehicle	Beginning Mileage

Tire Brand

❑ BRIDGESTONE ❑ Firestone

❑ FUZION ❑ PRIMEWELL

Product Information

Tire Size:	Speed Rating:
Tire Type:	Mileage Warranty:

Serial Numbers

1. _____ 2. _____

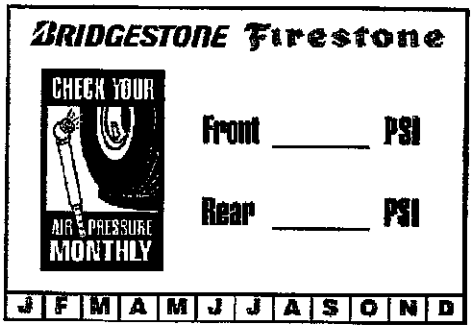
3. _____ 4. _____

5. _____ 6. _____

Mileage Warranty Certificate

The dealer must stamp to be valid

VEHICLE MANUFACTURER'S RECOMMENDED INFLATION PRESSURE



MAINTENANCE RECORD

Mileage	Date	Retailer	Inspection	Rotation	Balance	Alignment

tiresafety.com

6240014

Effective December 2016

FY21-026
The Goodyear Tire & Rubber Company
Supplier Response

Event Information

Number:	FY21-026
Title:	FY21-026 Police Package Tires & Passenger Car Tires - Fleet Department
Type:	Request For Bid
Issue Date:	12/3/2020
Deadline:	1/6/2021 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@cl.laredo.tx.us

The Goodyear Tire & Rubber Company Information

Contact: Michelle May
Address: 200 Innovation Way
Akron, OH 44316
Phone: (330) 796-7137
Email: michelle_may@goodyear.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Michelle May
Signature

michelle_may@goodyear.com
Email

Submitted at 1/4/2021 1:46:36 PM

Response Attachments

CTSC W9.pdf

W9

Limited Warranty Unisteel Radial LT & MT truck tires.pdf

warranty

FY21-026 Police & Car Tires (signed).pdf

bid doc

literature.pdf

literature

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)** The Goodyear Tire & Rubber Company
3	**Print Name of person authorized to sign bid** Richard J Bevington
4	**Title** Special Projects Manager
5	**Business Address** 11802 FM 1472 STE B

6	**City, State, Zip Code** Laredo, TX 78045
7	**Telephone Number** (956) 237-5705
8	**Federal Tax ID Number** 34-0253240
9	**Bidders Principal/Corporate Place of Business Address** 200 Innovation WAY, Akron, OH 44316
10	**Indicated Status of Business** Corporation
11	**If other state business status** *No response*
12	**State how long under its present bsuiness name** 100+
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. *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**

csolis@goodyear.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)

Mr. Richard J Bevington

46 **Question 2. Contract Information**

Please include the following:
a)Contract or Project Name
b)Originating Department

FY21-026 Finance Dept

47 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

The Goodyear Tire & Rubber Company

48 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

No response

49 **Question 5. List any individuals or entities that will be subcontractors on this contract**

If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.

No response

50 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

No response

51 **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

a) Any individual seeking contract with the city (Question 3)
b) Any owner of officer of entity seeking contract with the city (Question 3)
c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5)
e) The spouse of any individual listed in response to (a) through (d) above
f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

52 **Updates on contributions required**

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

53 **8. Disclosure of Conflict of Interest**

If you selected I am aware of conflict of interest is question 8, please list them in this section.

No response

54 **Question 9. Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

I have read and understand this section

55 **Question 10. No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

I have read and understand this section

56 **Question 11. Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

I have acknowledge that I have been advised

57 **Question 11. Oath**

Please complete in this section the required information for your company:
1) Name
2) Title
3) Company or DBA
4) Date

Richard Bevington, Special projects Mgr, The Goodyear Tire & Rubber Company 1-4-21

58 **Question 12. Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

I swear or affirm information is correct

59 **Company Information Questionnaire**

I have completed this section

60 **Conflict of Interest Questionnaire**

I have completed this section

61 **Non-Collusive Affidavit**

I have completed and included this form

62 **Discretionary Contracts Disclosure**

I have completed this section

63 **Certificate of Interested Parties (Form 1295)**

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm.

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.
Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:
46.1. Application
46.3. Definitions
46.5. Disclosure of Interested Parties Form

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

I will comply with this form

64 **Terms and Conditions for Request for Bids**

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit bids upon the following expressed conditions:
(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City

shall not be cause to alter the original contract or for a vendor to requests additional compensation.
(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.
1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:
(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system.
(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
(d) Proposed delivery time must be shown and shall include Sundays and holidays
(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.
2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.
3.0 SUBMISSION OF BIDS
(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system.
(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.
(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.**
(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
(e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.
4.0 REJECTION OF BIDS The City may reject a bid if:
(a) Bidder misstates or conceals any material fact in the bid.
(b) Bid does not strictly conform to the law or the requirements of the bid.
(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any bid.
5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.
6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.
7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor

submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT (a) This contract will be awarded by sections to the (lowest responsive responsible bidder), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be

immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

I Agree to the Terms and Conditions

65 **Ordinace 2018-O-175**

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

No response

Bid Lines

1 **Package Header**

Section I: Police Package Tires

Quantity: 1 UOM: PKG Total: $190,800.00

Manufacturer:

Item Notes:

Package Items

1.1 P225/60R-16V Eagle RS-A- Police Pursuit Radial, conventional thread. (Goodyear Police Special, or Approved Equal) W/Latest D.O.T. Approval.

Quantity: 300 UOM: EA Price: $88.00 Total: $26,400.00

Supplier Notes: P225/60R16 97V S2 EAG RS-A VSBRPTL (Crown Vic) 732354500

1.2 P235/55R17 Goodyear Police Pursuit Radial, conventional thread. (Goodyear Police Special, or Approved Equal) W/Latest D.O.T. Approval.

Quantity: 400 UOM: EA Price: $104.00 Total: $41,600.00

Supplier Notes: P235/55R17 98W S2 EAG RS-A VSBRPTL (Crown Vic) 732002500

1.3 P225/60R18 Goodyear Police Pursuit Radial, conventional thread. (Goodyear Police Special, or Approved Equal) W/1980

D.O.T. Approval or latest revision thereof.

Quantity: 200 UOM: EA Price: $110.00 Total: $22,000.00

Supplier Notes: P225/60R18 99W SL EAG RS-A VSBRPTL (Charger) 732312500

1.4

P235/50R18 Goodyear Eagle RSA Police Pursuit Radial, Conventional. (Goodyear Police or Approved equal)

Quantity: 200 UOM: EA Price: $129.00 Total: $25,800.00

Supplier Notes: P235/50R18 99W XL EAG RS-A VSB TL (Caprice) 732276500

1.5 P245/55R18 Firestone/Goodyear Eagle RSA Police Pursuit Radial, Conventional. (Police)

Quantity: 400 UOM: EA Price: $118.00 Total: $47,200.00

Supplier Notes: 245/55R18 103V EAGLE RS-A VSB TL (Ford PI Sedan & Utility) 732026500

1.6

Goodyear/Firestone

P255/60R18 108V

Police Pursuit Radial

Quantity: 200 UOM: EA Price: $139.00 Total: $27,800.00

Supplier Notes: 255/60R18 108V EAG ENFORCER TL 732005563

2 Package Header

Section II: Passenger Car Tires

Quantity: 1 UOM: PKG Total: $81,581.78

Manufacturer:

Item Notes:

Package Items

2.1 LT215/85R16 HWY RIB 10 Ply

Quantity: 24 UOM: EA Price: $112.00 Total: $2,688.00

Supplier Notes: LT215/85R16 115R E WRL FORTITUDE HT TL 179233622

2.2 LT235/85R16 HWY RIB 10 Ply

Quantity: 64 UOM: EA Price: $108.00 Total: $6,912.00

Supplier Notes: LT235/85R16E WRL HT/S BSL TL 744725502

2.3 LT235/75R15 HWY RIB 6 Ply

Quantity: 16 UOM: EA Price: $132.00 Total: $2,112.00

Supplier Notes: LT235/75R15 104/101Q C WRL DURATRAC TL 312008027

2.4 P265/65R17HWY RIB STD LOAD

Quantity: 12 UOM: EA Price: $139.42 Total: $1,673.04

Supplier Notes: 265/65R17 112T SL WRL FORTITUDE HT OWLTL 157061620

2.5 P205/65R15 Radial/Regatta 4Ply

Quantity: 8 UOM: EA Price: $61.54 Total: $492.32

Supplier Notes: 205/65R15 94T SL ASSURANCE ALL-SEASON 407478374

2.6 P225/60R16 Non Police 4Ply

Quantity: 48 UOM: EA Price: $72.00 Total: $3,456.00

Supplier Notes: 225/60R16 98T SL ASSURANCE ALL-SEASON 407715374

2.7 LT245/75-R16 RIB 10 Ply

Quantity: 72 UOM: EA Price: $111.00 Total: $7,992.00

Supplier Notes: LT245/75R16 120S E WRL TRAILRUNNER AT 742103681

2.8 LT265/75R16 RIB TIRE-AT

Quantity: 8 UOM: EA Price: $113.00 Total: $904.00

Supplier Notes: LT265/75R16 123R E WRL TRAILRUNNER AT 742746680

2.9 P235/70R16XL

Quantity: 20 UOM: EA Price: $82.44 Total: $1,648.80

Supplier Notes: 235/70R16 106T SL ASSURANCE ALL-SEASON 407866374

2.10 P225/70R15 Radial Regatta 4 Ply

Quantity: 36 UOM: EA Price: $93.93 Total: $3,381.48

Supplier Notes: P225/70R15 100S S2 WRL SR-A OWL TL 183482418

2.11 LT245/70R17 HWY RIB 10Ply

Quantity: 130 UOM: EA Price: $110.00 Total: $14,300.00

Supplier Notes: LT245/70R17 119R E WRL FORTITUDE HT TL 179469622

2.12 LT235/75R17E

Quantity: 12 UOM: EA Price: $115.00 Total: $1,380.00

Supplier Notes: 235/75R17 109T SL WRL FORTITUDE HT BSLTL 157089622

2.13 LT225/70R19.5 RIB TIRE 12Ply

Quantity: 40 UOM: EA Price: $225.00 Total: $9,000.00

Supplier Notes: 225/70R195 G G647 RSS TL 139172053

2.14 700 X 15 RIB TIRE 8Ply

Quantity: 20 UOM: EA ***No Bid***

2.15 P265/70R16 HIGHWAY 4Ply

Quantity: 12 UOM: EA Price: $104.18 Total: $1,250.16

Supplier Notes: 265/70R16 112T SL WRL FORTITUDE HT BSLTL 157045622

2.16 7.50 X 16 RIB TIRE 12Ply

Quantity: 12 UOM: EA ***No Bid***

2.17 ST205/75R15 (TRAILER TIRE)

Quantity: 50 UOM: EA Price: $80.25 Total: $4,012.50

Supplier Notes: ST205/75R15 107N LR-D ENDURANCE BSW TL 724861519

2.18 LT265/70R17 10Ply

Quantity: 12 UOM: EA Price: $135.00 Total: $1,620.00

Supplier Notes: LT265/70R17 121S E WRL TRAILRUNNER AT 742661681

LT265/70R17 121S E WRL TRAILRUNNER AT 742661681

2.19 P215/65R17 Standard Load

Quantity: 8 UOM: EA Price: $76.80 Total: $614.40

Supplier Notes: 215/65R17 99T SL ASSURANCE ALL-SEASON 407719374

2.20 P255/65R17 HIGHWAY

Quantity: 12 UOM: EA Price: $99.73 Total: $1,196.76

Supplier Notes: 255/65R17 110T SL WRL FORTITUDE HT BSLTL 157069622

2.21 P215/60R16 Non Police 4Ply

Quantity: 8 UOM: EA Price: $70.89 Total: $567.12

Supplier Notes: 215/60R16 95T SL ASSURANCE ALL-SEASON 407562374

2.22 P215/75R15 4Ply

Quantity: 8 UOM: EA Price: $94.11 Total: $752.88

Supplier Notes: P215/75R15 100S S2 WRL SR-A OWL TL 183025418

2.23 P225/75R15 4Ply

Quantity: 24 UOM: EA Price: $86.95 Total: $2,086.80

Supplier Notes: 225/75R15 102T SL WRL TRAILRUNNER A/T 741131680

2.24 P235/60R16 4Ply

Quantity: 4 UOM: EA Price: $73.72 Total: $294.88

Supplier Notes: 235/60R16 100T SL ASSURANCE ALL-SEASON 407784374

2.25 P235/65R17 4Ply

Quantity: 8 UOM: EA Price: $92.33 Total: $738.64

Supplier Notes: 235/65R17 104T SL ASSURANCE ALL-SEASON 407722374

2.26 ST235/80R16E

Quantity: 40 UOM: EA Price: $109.45 Total: $4,378.00

Supplier Notes: ST235/80R16 123N LR-E ENDURANCE BSW TL 724858519

2.27 LT215/75R-17.5

Quantity: 40 UOM: EA Price: $203.25 Total: $8,130.00

Supplier Notes: 215/75R175 H G114 LP STTL 756246567

Response Total: $272,381.78

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

POLICE PACKAGE TIRES & PASSENGER CAR TIRES
FLEET DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding annual contracts for the supply of police and passenger car tires for the Fleet Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on January 6, 2021; and all bids received will be opened and read publicly at 11:00 AM at the Office of the City Secretary on January 7, 2021.**

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

Bid: Police Package Tires & Passenger Car Tires – Fleet Department
FY21-026

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**

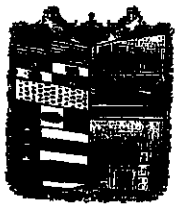
The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

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 annual contracts for the supply of police and car passenger tires 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 January 6, 2021** and all bids received will be **opened** and read publicly on **January 7, 2021 at 11:00 AM.**

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

BID: Police Package Tires and Passenger Car Tires
FY21-026

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 3rd DAY OF DECEMBER 2020.

Jose A. Valdez Jr.
City Secretary

RECD CITY SEC DEC 3 '20 PM2:22

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
Police Package Tires and Passenger Car Tires
Fleet Department

15.0 Scope of Work

The City of Laredo is requesting bid pricing from qualified vendors for awarding annual contracts for the purchase of police and car passenger tires 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, December 14, 2020 at 2:00 PM to: Email: ealdape@ci.laredo.tx.us

16.0 Point of Contact

For additional questions regarding these specifications please contact:

Contact	Phone#	Email
Ron Miller	(956) 727-6455	rmiller@ci.laredo.tx.us

17.0 General Conditions:

17.1 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.

17.2 Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

17.3 Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

18.0 Tire Specifications

All tires furnished under this bid shall be latest manufactured design. Any materials or parts used in complying with this contract are to be equal to or better than original materials specified.

Tires shall be of class "A" construction or equal. Class "A" tires are those generally recognized in the trade as at least first line, first grade and 100 level.

Consideration will not be given to tires and tubes which are generally considered as less than first line, first grade, 100 level as defined herein.

18.1 AGE OF TIRES

Tires supplied under this bid shall not be more than six (6) months old date from manufacture time to time of delivery to City of Laredo.

18.2 Tire Size, PLY AND MARKINGS

Each tire shall be stamped or branded with:

18.2.1 Manufacturer's name, trade name or trademark.

18.2.2 Tire size including ply or ply rating.

18.2.3 Serial number and the percentage of nylon, steel-belted cord used in the manufacturing process. If other than nylon, steel-belted cord is used, the product shall be shown.

18.2.4 Tires bid cannot be speed restricted.

19.0 Quality

All tires supplied under this bid shall be of the latest construction and tread design, of superior quality and workmanship and suitable for the use intended.

20.0 Warranty and Guarantee

Bidder must stipulate or attached to bid the warranty and/ or guarantee for tires. Any warranty or guarantee submitted will be a factor in making the award.

_____

_____

_____

21.0 Qualifications of Bidder

21.1 Only those bids from manufactures of their franchised dealers, which have pre-qualified their tires with the City of Laredo Fleet Department, will be accepted.

21.2 Qualified brands are as follow:

1.	General	2.	Good Year	3.	Firestone
4.	Michelin	5.	Uniroyal	6.	B.F. Goodrich
7.	Dunlop	8.	Bridgestone	9.	TOYO
10.	Yokahama	11.	Cooper	12.	Continental

22.0 Delivery

Delivery of tires to the City of Laredo Fleet Department Shop must be made within 3 calendar days after order has been placed.

Bidder's business hours: From: 7:30 a.m. to 5:30 p.m. 8:00AM - 12:00PM on Saturdays

Days of week: M-F

23.0 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.

24.0 Purchases

Tires will be purchased on a per-need basis. The City's needs shall govern the amount of tires purchased throughout the contract period. All quantities indicated on this bid document are estimates only. Actual quantities to be purchased may exceed of may be lower than quantities specified.

25.0 Contract Provisions

25.1 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.

25.2 Pickup & delivery: Successful bidder must provide pickup and delivery of parts during regular working hours to the Fleet Management Shop located at 1102 Bob Bullock Loop.

25.3 Bids will be awarded by sections to the lowest responsible bidder meeting the city's requirements.

25.4 Bid quantities are estimates only. The City of Laredo reserves the right to purchase more or less than the quantities indicated on the bid schedule.

25.5 When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase contract materials on the open market and charge the contract vendor the price difference.

25.6 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.

25.7 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.

25.8 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 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.

25.9 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).

25.10 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.

26.0 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.

26.1 This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Fleet Department.

27.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. 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.

27.1 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.

28.0 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

29.0 Delivery

Delivery of materials is to be made within 24 hours from request. If material cannot be delivered within stated time, the City of Laredo reserves the right to approach an alternative source until primary supplier can resume or start delivering materials. When using an alternative supplier, material will be contracted supplier.

Delivery time for all items ordered under the terms and conditions of this contract are 3 days working days from date of order.

Bidder's business hours: From: 7:30 a.m. to 5:30 PM p.m. **8AM to 12 noon on Saturdays**

Days of week: M-F

30.0 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)

31.0 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) The Goodyear Tire & Rubber Company

Signature of person authorized to sign bid _____ Date 1-4-2021

Print Name of person authorized to sign bid Richard J Bevington

Title: Special Projects Manager

Business Address: local: 11802 FM 1472 Ste B

City, State, Zip Code: Laredo, TX 78045

Telephone Number: 956-237-5705 Fax Number: 956-724-8894

Contact Person Email Address: Cynthia Solis: csolis@goodyear.com

Federal Tax ID Number: 34-0253240

Bidders Principal/Corporate Place of Business Address: 200 Innovation Way, Akron, OH 44316

Indicated Status of Business:

Corporation X Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: 1898

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? XXX No

Public records only

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

32.0 Tab B Price Schedule

32.1 Section I: Police Package Tires

GOODYEAR

Item	Description	QTY	Unit Price	Extended Price	Brand/Number Of Tires Proposed
1	P225/60R-16V Eagle RS-A- Police Pursuit Radial, conventional thread. (Goodyear Police Special, or Approved Equal) W/Latest D.O.T. Approval.	300	$ 88.00	$ 26,400.00	**Eagle RS-A Prod code: 732354500**
2	P235/55R17 Goodyear Police Pursuit Radial, conventional thread. (Goodyear Police Special, or Approved Equal) W/Latest D.O.T. Approval.	400	$ 104.00	$ 41,600.00	**Eagle RS-A Prod Code: 732002500**
3	P225/60R18 Goodyear Police Pursuit Radial, conventional thread. (Goodyear Police Special, or Approved Equal) W/1980 D.O.T. Approval or latest revision thereof.	200	$ 110.00	$ 22,000.00	**Eagle RSA Prod Code: 732312500**
4	P235/50R18 Goodyear Eagle RSA Police Pursuit Radial, Conventional. (Goodyear Police or Approved equal)	200	$ 129.00	$ 25,800.00	**Eagle RS-A Prod code: 732276500**
5	P245/55R18 Firestone/Goodyear Eagle RSA Police Pursuit Radial, Conventional. (Police)	400	$ 118.00	$47,200.00	**Eagle RS-A Prod code; 732026500**
6	Goodyear/Firestone P255/60R18 108V Police Pursuit Radial	200	$ 139.00	$ 27,800.00	**Eagle Enforcer Prod code; 732005563**
			Total Section I	$ 190,800.00	

Company Name: The Goodyear Tire & Rubber Company

Owner/President Name: Richard Kramer

Company Address: 200 Innovation Way

City, State, Zip Code: Akron, OH 44316

Company Authorized Representative's Signature: _____

Company Representative's Name: Richard J Bevington

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

32.2 Section II: Passenger Car Tires

Item	Description	Qty	Unit Price	Total Price	GOODYEAR Tire Brand Proposed
1	LT215/85R16 HWY RIB 10 Ply	24	$ 112.00	$ 2688.00	Fortitude HT # 179233622
2	LT235/85R16 HWY RIB 10 Ply	64	$ 108.00	$ 6912.00	Wrangler HT/S # 744725502
3	LT235/75R15 HWY RIB 6 Ply	16	$ 132.00	$ 2112.00	Wrangler DuraTrac # 312008077
4	P265/65R17HWY RIB STD LOAD	12	$ 139.42	$ 1673.04	Wrangler Fortitude HT # 157061620
5	P205/65R15 Radial/Regatta 4Ply	8	$ 61.54	$ 492.32	Assurance All-Season # 407478374
6	P225/60R16 Non Police 4Ply	48	$ 72.00	$ 3456.00	Assurance All-Season # 407715374
7	LT245/75-R16 RIB 10 Ply	72	$ 111.00	$ 7992.00	Wrangler Trailrunner A/T # 742103681
8	LT265/75R16 RIB TIRE-AT	8	$ 113.00	$ 904.00	Wrangler Fortitude HT # 179746620
9	P235/70R16XL	20	$ 82.44	$ 1648.80	Assurance All-Seasonn # 407866374
10	P225/70R15 Radial Regatta 4 Ply	36	$ 93.93	$ 3381.48	Wrangler SR-A # 183482418
11	LT245/70R17 HWY RIB 10Ply	130	$ 110.00	$ 14300.00	Wrangler Fortitude HT # 179469622
12	LT235/75R17E	12	$ 115.00	$ 1380.00	Wrangler Fortitude HT # 157089622
13	LT225/70R19.5 RIB TIRE 12Ply	40	$ 225.00	$ 9000.00	G647 RSS # 139172053
14	700 X 15 RIB TIRE 8Ply	20	$ NO bid	$	
15	P265/70R16 HIGHWAY 4Ply	12	$ 104.18	$ 1250.16	Wrangler Fortitude HT # 157045622
16	7.50 X 16 RIB TIRE 12Ply	12	$ NO bid	$	
17	ST205/75R15 (TRAILER TIRE)	50	$ 80.25	$ 4012.50	Endurance Trailer # 724861519
18	LT265/70R17 10Ply	12	$ 135.00	$ 1620.00	Wrangler Trailrunner A/T # 742661681
19	P215/65R17 Standard Load	8	$ 76.80	$ 614.40	Assurance All-Season # 407719374
20	P255/65R17 HIGHWAY	12	$ 99.73	$ 1196.76	Wrangler Fortitude HT # 157069622
21	P215/60R16 Non Police 4Ply	8	$ 70.89	$ 567.12	Assurance All-Season
22	P215/75R15 4Ply	8	$ 94.11	$ 752.88	Wrangler SR-A # 183025418
23	P225/75R15 4Ply	24	$ 86.95	$ 2086.80	Wrangler Trailrunner A/T # 741131680
24	P235/60R16 4Ply	4	$ 73.72	$ 294.88	Assurance All-Season # 407784374
25	P235/65R17 4Ply	8	$ 92.33	$ 738.64	Assurance All-Season # 407722374
26	ST235/80R16E	40	$ 109.45	$ 4378.00	Endurance Trailer # 724858519
27	LT215/75R-17.5	40	$ 203.25	$ 8130.00	G114 LP # 756246567
			Total Section- II	$ 81,581.78	

Company Name: The Goodyear Tire & Rubber Company

Owner/President Name: Richard Kramer

Company Address: 200 Innovation Way

City, State, Zip Code: Akron, Ohio 44316

Company Authorized Representative's Signature: [signature]

Company Representative's Name: Richard J Bevington

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

33.0 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] HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Richard J Bevington — Name
Signature — 01/04/2021 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.**

none
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? [ ] Yes [ ] No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? [ ] Yes [ ] No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? [ ] Yes [ ] No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity — Date

34.0 Tab D **AFFIDAVIT**

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {} State of OHIO
COUNTY OF WEBB {} County of Summit

Being first duly sworn, deposes and says:

That he/she is Richard J Bevington (having Delegation of Authority)
(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 sharne; 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 4th day of JAN. 2021.

Notary Public

My commission expires:

06/02/2024

MICHELLE L MAY
NOTARY PUBLIC STATE OF OHIO
My Commission Expires 06/02/2024

35.0 Tab E

City of Laredo
Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 if the City's Ethics Code.
***This is a ___New Submission or ___Correction or ___Update to previous submission.**

***1. Name of person submitting this disclosure form.**

Richard	J	Bevington	Mr.
First	M.I.	Last	Suffix

***2. Contract Information.**

a) Contract or Project name(s): FY 21-026

b) Originating Department(s): Finance Dept

***3 Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

The Goodyear Tire & Rubber Company; GCT&SC			
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.

Richard J Bevington		**Special Projects Manager**
Name (Print)	Signature	Title
The Goodyear Tire & Rubber Company		**1-4-2021**
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

36.0 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

36.1 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.

36.2 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*********

37.0 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 January 6, 2021; and all bids received will be opened and read publicly at 11:00 AM at the Office of the City Secretary on January 7, 2021.**

Hand delivered Bids are to be submitted in a sealed envelope clearly marked:

Bid: Police Package Tires & Passenger Car Tires – Fleet Department
FY21-026

Bids can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

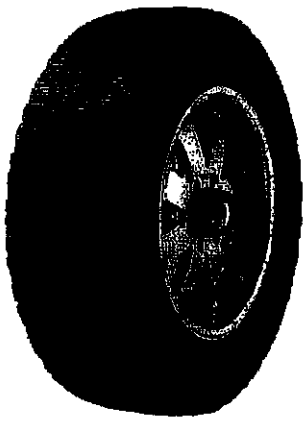
or

Hand Delivered:

City of Laredo - City Secretary
C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

0106003901051102O7

GOODYEAR



Wrl TrailRunner AT

A TOUGH, DEPENDABLE TIRE WITH A HARDWORKING COMBINATION OF ON- AND OFF-ROAD PERFORMANCE

Features	Benefits
LARGE INTERLOCKING TREAD BLOCKS	Helps to deliver strong on- and off-road durability
SAW-TOOTH BLOCK EDGES	Offers all-season traction on and off the road
MULTI-ANGLE SIPES	Offers all-season traction on and off the road
OPTIMIZED TREAD PATTERN	Enhances tread life and helps to quiet noise from on-road driving
RUGGED STEPPED SHOULDER	Helps to provide added traction in deep mud and snow.
	55,000 Mile / 85,000 Kilometre Tread Life Limited Warranty*
	*See Tread Life Limited

Warranty brochure for
complete details.

Tire Dimension and Other Technical Information

Tire Size	Product Code	Material Number	Status	Load Range	Service Dscrpt	Sidewall	Tread Depth (32nds)	Approved Rim Width (min)	Approved Rim Width (max)	Measure Rim Width	U.T.Q.G. Tread Traction Temp
225/75R15	74113168000000	00229120		SL	102T	OWL	12	6.0	7.5	6.00	580 A B
235/75R15	74112668100000	00240555		SL	105S	BSL	12	6.0	8.0	6.50	580 A B
235/70R16	74104368000000	00229108		SL	106T	OWL	12	0.0	0.0	0.00	580 A B
245/70R16	74176268000000	00229107		SL	107T	OWL	12	6.5	8.0	7.00	580 A B
255/70R16	74112768000000	00229104		SL	111S	OWL	12	6.5	8.5	7.50	580 A B
265/70R16	74104568000000	00229102		SL	112T	OWL	12	7.0	9.0	8.00	580 A B
225/75R16	74112968000000	00229109		SL	104S	OWL	12	6.0	7.5	6.00	580 A B
245/75R16	74112868000000	00229106		SL	111S	OWL	12	6.5	8.0	7.00	580 A B
265/75R16	74105768000000	00229105		SL	116T	OWL	12	7.0	9.0	7.50	580 A B
225/65R17	74175768000000	00237419		SL	102T	OWL	12	6.0	8.0	6.50	580 A B
235/65R17	74199668100000	00237473		SL	104T	BSL	12	6.5	8.5	7.00	580 A B
245/65R17	74159268100000	00229110		SL	107T	BSL	12	7.0	8.5	7.00	580 A B
265/65R17	74106168000000	00229113		SL	112T	OWL	12	7.5	9.5	8.00	580 A B
235/70R17	74113468100000	00229124	MU	XL	109T	BSL	12	6.0	8.0	7.00	580 A B
245/70R17	74106068100000	00229112		SL	110T	BSL	12	6.5	8.0	7.00	580 A B
255/70R17	74106768000000	00229121		SL	112T	OWL	12	6.5	8.5	7.50	580 A B
265/70R17	74104268000000	00228954		SL	115T	OWL	12	7.0	9.0	8.00	580 A B
235/60R18	74125068100000	00237420		SL	103T	BSL	12	6.5	8.5	7.00	580 A B
245/60R18	74100168100000	00237472		SL	105T	BSL	12	7.0	8.5	7.00	580 A B
265/60R18	74113068000000	00229116		SL	110T	OWL	12	7.5	9.5	8.00	580 A B

265/65R18	74106868000000	00229117		SL	114T	OWL	12	7.5	9.5	8.00	580 A B
275/65R18	74106668000000	00229115		SL	116T	OWL	12	7.5	9.5	8.00	580 A B
255/70R18	74107468000000	00229118		SL	113T	OWL	12	6.5	8.5	7.50	580 A B
265/70R18	74107068000000	00229119		SL	116T	OWL	12	7.0	9.0	8.00	580 A B
275/55R20	74106568100000	00229111		SL	113T	BSL	12	7.5	9.5	8.50	580 A B
275/60R20	74117868100000	00231393		SL	115S	BSL	11	7.5	9.5	8.00	580 A B
275/60R20	74107368100000	00229114	DN	SL	115T	BSL	12	7.5	9.5	8.00	580 A B
285/45R22	74117668100000	00237471		XL	114H	BSL	12	9.5	10.5	9.50	580 A B

Tire Dimension and Other Technical Information (continued)

Tire Size	Product Code	Material Number	RPM	MAX Load Single lbs@psi	Section Width	Overall Diameter	Weight (lbs)	Limited Wrnty Miles KM
225/75R15	74113168000000	00229120	739	1,874@51	8.8	28.3	28.95	55000 85000
235/75R15	74112668100000	00240555	724	2,039@51	9.3	28.9	30.73	55000 85000
235/70R16	74104368000000	00229108	0	2,094@51	0.0	0.0	30.46	55000 85000
245/70R16	74176268000000	00229107	708	2,149@51	9.8	29.5	34	55000 85000
255/70R16	74112768000000	00229104	694	2,403@51	10.2	30.1	34.83	55000 85000
265/70R16	74104568000000	00229102	683	2,469@51	10.7	30.6	36.37	55000 85000
225/75R16	74112968000000	00229109	713	1,984@51	8.8	29.3	30.11	55000 85000
245/75R16	74112868000000	00229106	685	2,403@51	9.8	30.5	34.28	55000 85000
265/75R16	74105768000000	00229105	659	2,756@51	10.5	31.7	37.77	55000

								85000
225/65R17	74175768000000	00237419	733	1,874@51	9.0	28.5	38.02	55000 85000
235/65R17	74199668100000	00237473	719	1,984@51	9.5	29.1	31.89	55000 85000
245/65R17	74159268100000	00229110	708	2,149@51	9.8	29.5	31.89	55000 85000
265/65R17	74106168000000	00229113	683	2,469@51	10.7	30.6	37.1	55000 85000
235/70R17	74113468100000	00229124	697	2,271@50	9.4	30.0	31.84	55000 85000
245/70R17	74106068100000	00229112	683	2,337@51	9.8	30.6	33.53	55000 85000
255/70R17	74106768000000	00229121	672	2,469@51	10.2	31.1	35.68	55000 85000
265/70R17	74104268000000	00228954	0	2,679@51	10.7	31.7	37.75	55000 85000
235/60R18	74125068100000	00237420	719	1,929@51	9.5	29.1	31.89	55000 85000
245/60R18	74100168100000	00237472	707	2,039@51	9.8	29.6	31.89	55000 85000
265/60R18	74113068000000	00229116	685	2,337@51	10.7	30.5	37.66	55000 85000
265/65R18	74106868000000	00229117	663	2,601@51	10.7	31.5	36.81	55000 85000
275/65R18	74106668000000	00229115	651	2,756@51	11.0	32.1	39.22	55000 85000
255/70R18	74107468000000	00229118	651	2,535@51	10.2	32.1	36.43	55000 85000
265/70R18	74107068000000	00229119	641	2,756@51	10.7	32.6	37.79	55000 85000
275/55R20	74106568100000	00229111	655	2,535@51	11.2	31.9	39.28	55000 85000
275/60R20	74117868100000	00231393	634	2,679@51	11.0	33.0	40.53	55000 85000
275/60R20	74107368100000	00229114	633	2,679@51	11.0	33.0	40.24	55000 85000
285/45R22	74117668100000	00237471	651	2,601@50	11.2	32.1	31.89	NA NA

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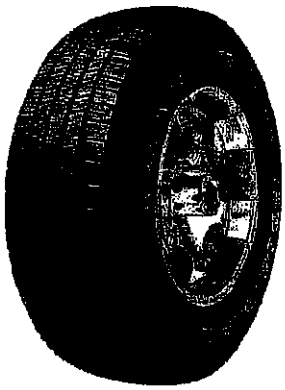
GOODYEAR

Wrangler SR-A



A Trusted Tire Offering a Smooth, Quiet Ride

Dry Traction: 7
Wet Traction: 7
Snow Traction: 7
Off-The-Road Traction: 7
Ride Comfort: 7
Quiet Ride: 7

Features	Benefits
Zig-Zag microgrooves	Offer enhanced traction in rain, snow and ice
Wide circumferential grooves	Help move water away from tread for enhanced traction in rain
Exclusive wet traction compound	Helps provide traction on wet roads

Tire Dimension and Other Technical Information

Tire Size	Product Code	Material Number	Status	Load Range	Service Decrpt	Sidewall	Tread Depth (32nds)	Approved Rim Width (min)	Approved Rim Width (max)	Measure Rim Width	U.T.Q.G. Tread Traction Temp
P225/70R15	18348241800000	00201530		SL	100S	OWL	11	6.0	7.5	6.50	500 A B
P235/70R15	18340841800000	00201205		SL	102S	OWL	11	6.0	8.0	7.00	500 A B
P225/75R15	18306441800000	00201207		SL	102S	OWL	11	6.0	7.5	6.00	500 A B
P235/75R15	18340641800000	00198599	DX	SL	105S	OWL	13	6.0	8.0	6.50	500 A B
215/70R16	18302143600000	00216831		SL	100S	VSB	11	5.5	7.0	6.50	500 A B
P245/70R16	18359741800000	00117875	DN	SL	106S	OWL	13	6.5	8.0	7.00	500 A B
P245/70R16	18329343600000	00193621	DX	SL	106S	VSB	12	6.5	8.0	7.00	500 A B
P255/70R16	18360141800000	00201210		SL	109S	OWL	12	6.5	8.5	7.50	500 A B
P225/75R16	18301741800000	00203073	DX	SL	104S	OWL	11	6.0	7.5	6.00	500 A B
P245/75R16	18321741800000	00201232	DX	SL	109S	OWL	11	6.5	8.0	7.00	500 A B

P265/75R16	18385741800000	00201233	DX	SL	114S	OWL	12	7.0	9.0	7.50	500 A B
P255/65R17	18357941800000	00203074	DX	SL	108S	OWL	11	7.0	9.0	7.50	500 A B
P255/70R17	18354041800000	00212667	DN	SL	110S	OWL	12	6.5	8.5	7.50	500 A B
P265/70R17	18310643600000	00175021		SL	113R	VSB	12	7.0	9.0	8.00	500 A B
P265/70R17	18310641800000	00175026		SL	113R	OWL	12	7.0	9.0	8.00	500 A B
P255/75R17	18310741800000	00199747		SL	113S	OWL	12	6.5	8.5	7.00	500 A B
P265/60R18	18355843600000	00201944		SL	109T	VSB	11	7.5	9.5	8.00	500 A B
P275/65R18	18363841800000	00204966	DX	SL	114T	OWL	13	7.5	9.5	8.00	500 A B
P275/55R20	18310221700000	00218964		SL	111S	BSL	12	7.5	9.5	8.50	500 A B
P275/60R20	18393449200000	00216827		SL	114S	OWL	11	7.5	9.5	8.00	500 A B
P275/60R20	18393447000000	00221505		SL	114S	VSB	11	7.5	9.5	8.00	500 A B
P275/60R20	18393443600000	00202747		SL	114S	VSB	11	7.5	9.5	8.00	500 A B
LT225/75R16	17974821700000	00202632	DX	E	115R	BSL	14	6.0	7.5	6.00	NA
LT265/75R16	17974649200000	00202635	DN	E	123R	OWL	14	7.0	8.0	7.50	NA
LT265/70R17	17969621700000	00202212		E	121S	BSL	15	7.0	8.5	8.00	NA
LT265/70R18	17904043600000	00223022		E	124S	VSB	13	7.0	9.0	8.00	NA
LT265/60R20	17902043600000	00216121		E	121S	VSB	16	7.5	9.5	8.00	NA
LT265/60R20	17920943600000	00236002	PS	E	121S	VSB	16	0.0	0.0	0.00	NA
LT265/60R20	17921143600000	00236334	PS	E	121S	VSB	16	0.0	0.0	0.00	NA

Tire Dimension and Other Technical Information (continued)

Tire Size	Product Code	Material Number	RPM	MAX Load Single lbs@psi	Section Width	Overall Diameter	Weight (lbs)	Limited Wrnty Miles KM
P225/70R15	18348241800000	00201530	762	1,753@44	9.0	27.4	27.19	50000

								80000
P235/70R15	18340841800000	00201205	747	1,896@44	9.5	28.0	27.61	50000 80000
P225/75R15	18306441800000	00201207	738	1,874@44	8.8	28.3	28.01	50000 80000
P235/75R15	18340641800000	00198599	724	2,028@44	9.3	28.9	31.22	50000 80000
215/70R16	18302143600000	00216831	749	1,764@51	8.7	27.9	27.43	50000 80000
P245/70R16	18359741800000	00117875	708	2,094@44	9.8	29.5	31.89	50000 80000
P245/70R16	18329343600000	00193621	708	2,094@44	9.8	29.5	32.15	50000 80000
P255/70R16	18360141800000	00201210	695	2,271@44	10.2	30.1	34.35	50000 80000
P225/75R16	18301741800000	00203073	714	1,984@44	8.8	29.3	29.42	50000 80000
P245/75R16	18321741800000	00201232	686	2,271@44	9.8	30.5	34.57	50000 80000
P265/75R16	18385741800000	00201233	660	2,601@44	10.5	31.7	36.42	50000 80000
P255/65R17	18357941800000	00203074	691	2,205@44	10.2	30.1	34.29	50000 80000
P255/70R17	18354041800000	00212667	672	2,337@51	10.2	31.1	36.04	50000 80000
P265/70R17	18310643600000	00175021	660	2,535@44	10.7	31.7	37.44	50000 80000
P265/70R17	18310641800000	00175026	660	2,535@44	10.7	31.7	37.24	50000 80000
P255/75R17	18310741800000	00198747	649	2,535@51	10.0	32.1	36.58	50000 80000
P265/60R18	18355843600000	00201944	682	2,271@44	10.7	30.5	36.27	50000 80000
P275/65R18	18353841800000	00204966	651	2,601@44	11.0	32.1	42.04	50000 80000
P275/55R20	18310221700000	00218964	655	2,403@51	11.2	31.9	40.02	50000 80000
P275/60R20	18393449200000	00216827	634	2,601@44	11.0	33.0	38.37	50000 80000
P275/60R20	18393447000000	00221505	634	2,601@44	11.0	33.0	38.94	50000 80000
P275/60R20	18393443600000	00202747	634	2,601@44	11.0	33.0	39.94	50000 80000
LT225/75R16	17974821700000	00202632	714	2,680@80	8.8	29.3	38.9	NA NA
LT265/75R16	17974649200000	00202635	660	3,415@80	10.5	31.7	49.1	NA NA
LT265/70R17	17969621700000	00202212	660	3,195@80	10.7	31.7	51.02	NA

								NA
LT265/70R18	17904043600000	00223022	638	3,525@80	10.7	32.6	51	NA NA
LT265/60R20	17902043600000	00216121	640	3,195@80	10.7	32.5	50.65	NA NA
LT265/60R20	17920943600000	00236002	0	3,195@80	0.0	0.0	51.92	NA NA
LT265/60R20	17921143600000	00236334	0	3,195@80	0.0	0.0	51.91	NA NA

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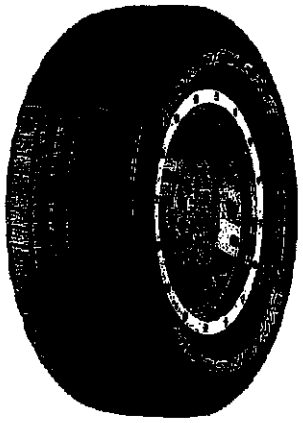


Wrl Fortitude HT

A Strong, Quiet Tire Offering the Reliability Busy Lives Demand With Confident Traction for Changing Conditions and a Long Tread Life

Dry Traction: 10
Wet Traction: 9
Snow Traction: 7
Off-The-Road Traction: 7
Ride Comfort: 9
Quiet Ride: 9

Features	Benefits
Wide circumferential grooves and full-depth sipes	Help provide confident wet, dry and snow traction for year-round versatility
Optimized tread pattern	Aids in a quiet ride on the highway
Enhanced tread design	Offers long-lasting treadwear
Rugged tread pattern and sidewall design	Help enhance the vehicle's appearance
Innovative, lower rolling resistance tread compound	Offers enhanced fuel efficiency

Tire Dimension and Other Technical Information

Tire Size	Product Code	Material Number	Status	Load Range	Service Dscrpt	Sidewall	Tread Depth (32nds)	Approved Rim Width (min)	Approved Rim Width (max)	Measure Rim Width	U.T.Q.G. Tread Traction Temp
235/75R15	15714262200000	00233647		SL	105T	BSL	304	6.0	7.0	6.50	680 A B
235/70R16	15704362200000	00228827		SL	106T	BSL	12	6.0	8.0	7.00	680 A B
245/70R16	15776262000000	00228829		SL	107T	OWL	12	6.5	8.0	7.00	680 A B
265/70R16	15704562200000	00222656		SL	112T	BSL	11	7.0	9.0	8.00	680 A B
225/75R16	15714462000000	00228826		SL	104T	OWL	12	6.0	7.5	6.00	680 A B
235/75R16	15714562200000	00228828		XL	112T	BSL	12	6.0	8.0	6.50	680 A B
245/75R16	15705962000000	00228830		SL	111T	OWL	12	6.5	8.0	7.00	680 A B
265/75R16	15725462000000	00238652		SL	116T	OWL	12	7.0	9.0	7.50	680 A B
225/65R17	15756183400000	00239534		SL	102H	VSB	10	6.0	8.0	6.50	680 A B
235/65R17	15799862200000	00228833		SL	104T	BSL	12	6.5	8.5	7.00	680 A B
245/65R17	15759262200000	00228836		SL	107T	BSL	12	7.0	8.5	7.00	680 A B
255/65R17	15706962200000	00222654	MU	SL	110T	BSL	11	7.0	9.0	7.50	680 A B
265/65R17	15706162000000	00228839		SL	112T	OWL	12	7.5	9.5	8.00	680 A B
245/70R17	15717262000000	00228837		SL	110T	OWL	12	6.5	8.0	7.00	680 A B
255/70R17	15706762000000	00228838		SL	112T	OWL	12	6.5	8.5	7.50	680 A B
265/70R17	15704262000000	00222031		SL	115T	OWL	12	7.5	9.5	8.00	680 A B
265/70R17	15704262200000	00231043		SL	115T	BSL	12	7.0	9.0	8.00	680 A B
235/75R17	15706962200000	00228835	MU	SL	109T	BSL	12	6.0	8.0	6.50	680 A B
245/60R18	15700162200000	00228840		SL	105T	BSL	12	7.0	8.5	7.00	680 A B
265/60R18	15707662200000	00222652		SL	110T	BSL	11	7.5	9.5	8.00	680 A B
255/65R18	15708862200000	00228841		SL	111T	BSL	12	7.0	9.0	7.50	680 A B

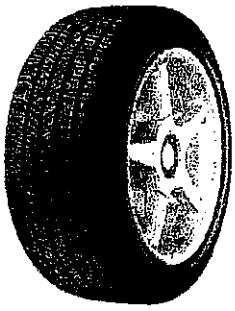
265/65R18	15706862200000	00231499	SL	114T	BSL	11	7.5	9.5	8.00	680 A B
265/65R18	15717962000000	00231531	SL	114T	OWL	11	7.5	9.5	8.00	680 A B
275/65R18	15706670800000	00228707	SL	116T	VSB	11	7.5	9.5	8.00	680 A B
275/65R18	15708162000000	00232368	SL	116T	OWL	11	7.5	9.5	8.00	680 A B
265/70R18	15707062000000	00228844	SL	116T	OWL	12	7.0	9.0	8.00	680 A B
285/45R22	15717662200000	00228847	XL	114H	BSL	12	9.0	10.5	9.50	680 A B

Tire Dimension and Other Technical Information (continued)

Tire Size	Product Code	Material Number	RPM	MAX Load Single lbs@psi	Section Width	Overall Diameter	Weight (lbs)	Limited Wrnty Miles KM
235/75R15	15714262200000	00233647	723	2,039@51	9.3	28.9	29.27	65000 105000
235/70R16	15704362200000	00228827	721	2,094@51	9.5	29.0	31.64	65000 105000
245/70R16	15776262000000	00228829	708	2,149@51	9.8	29.5	34.24	65000 105000
265/70R16	15704562200000	00222656	682	2,469@51	10.7	30.6	32.96	65000 105000
225/75R16	15714462000000	00228826	714	1,984@51	8.8	29.3	30	65000 105000
235/75R16	15714562200000	00228828	724	2,469@50	9.3	28.9	32.88	65000 105000
245/75R16	15705962000000	00228830	685	2,403@51	9.8	30.5	34.96	65000 105000
265/75R16	15725462000000	00238652	659	2,756@51	10.5	31.7	40.35	65000 105000
225/65R17	15756183400000	00239534	733	1,874@51	9.0	28.5	30.46	65000 105000
235/65R17	15799662200000	00228833	721	1,984@51	9.5	29.0	30.23	65000 105000
245/65R17	15759262200000	00228836	708	2,149@51	9.8	29.5	32.99	65000

								105000
255/65R17	15706962200000	00222654	695	2,337@51	10.2	30.1	33.84	65000 105000
265/65R17	15706162000000	00228839	683	2,469@51	10.7	30.6	37.08	65000 105000
245/70R17	15717262000000	00228837	683	2,337@51	9.8	30.6	36.19	65000 105000
255/70R17	15706762000000	00228838	672	2,469@51	10.3	31.1	36.59	65000 105000
265/70R17	15704262000000	00222031	682	2,679@51	10.7	31.7	38.58	65000 105000
265/70R17	15704262200000	00231043	660	2,679@51	10.7	31.6	35.91	65000 105000
235/75R17	15708962200000	00228835	676	2,271@51	9.3	30.9	33.17	65000 105000
245/60R18	15700162200000	00228840	706	2,039@51	9.8	29.6	34.15	65000 105000
265/60R18	15707662200000	00222652	685	2,337@51	10.7	30.5	34	65000 105000
255/65R18	15708862200000	00228841	672	2,403@51	10.2	31.1	36.22	65000 105000
265/65R18	15706862200000	00231499	663	2,601@51	10.7	31.5	35.9	65000 105000
265/65R18	15717962000000	00231531	663	2,601@51	10.7	31.5	36.55	65000 105000
275/65R18	15706670800000	00228707	651	2,756@51	11.0	32.1	37.2	65000 105000
275/65R18	15708162000000	00232368	651	2,756@51	11.0	32.1	38.79	65000 105000
265/70R18	15707062000000	00228844	641	2,756@51	10.7	32.6	42.04	65000 105000
285/45R22	15717862200000	00228847	651	2,601@50	11.2	32.1	39.89	65000 105000

GOODYEAR



Eagle RS-A®

All-Season, High-Performance Traction

Dry Traction: 8
Wet Traction: 7
Snow Traction: 7
Ride Comfort: 8
Quiet Ride: 9

Features
Unique asymmetric tread design
Aggressive shoulder tread blocks and wide lateral grooves

Benefits
Helps provide enhanced traction, superb cornering and a quiet ride
Offer confident handling in wet, dry or snowy conditions

Tire Dimension and Other Technical Information

Tire Size	Product Code	Material Number	Status	Srvc Dscrpt	Sidewall	Approved Rim Width (min)	Approved Rim Width (max)	Measured Rim Width	Overall Width	Overall Diameter	MAX Load	RPM	Tread Depth (32nds)	Weight (lbs)	Limited Wrnty Miles KM	U.T.Q.G. Tread Traction Temp
195/60R15	732401500000000	00214321		88H	VSB	5.5	7.0	6.00	7.9	24.2	1,234	883	10	17.94	NA NA	260 A A
P205/55R16	732674500000000	00204489		89H	VSB	5.5	7.5	6.50	8.4	24.9	1,279	840	10	20.19	NA NA	260 A A
P205/55R16	732170500000000	00195751		89H	VSB	5.5	7.5	6.50	8.4	24.9	1,279	840	11	21.32	NA NA	260 A A
P215/45R17	732682500000000	00204491		87W	VSB	7.0	8.0	7.00	8.4	24.7	1,201	848	11	21.25	NA NA	260 A A
P215/55R17	732262500000000	00217743		93V	VSB	6.0	7.5	7.00	8.9	26.3	1,433	795	10	26.17	NA NA	260 A A
P225/55R17	732941500000000	00202574		95V	VSB	6.0	8.0	7.00	9.2	26.8	1,521	781	10	27	NA NA	260 A A
P275/60R17	732372500000000	00187327		110H	VSB	7.5	9.5	8.00	11.0	30.0	2,337	697	12	32.15	NA NA	260 A A
P225/45R18	732646500000000	00203939		91V	VSB	7.0	8.5	7.50	8.9	25.9	1,356	806	11	26.54	NA NA	260 A A
P245/45R18	732279436000000	00200293		96V	VSB	7.5	9.0	8.00	9.6	26.7	1,565	784	10	28.4	NA NA	260 A A
P235/50R18	732493500000000	00187656	DX	97W	VSB	6.5	8.5	7.50	9.7	27.3	1,609	765	11	28.33	NA NA	260 A A
235/55R18	732222500000000	00230749		100V	VSB	6.5	8.5	7.50	9.7	28.1	1,764	742	10	27.99	NA NA	260 A A
P235/60R18	732601500000000	00201051	DX	102H	VSB	6.5	8.5	7.00	9.5	29.1	1,874	718	10	31.1	NA NA	260 A A
255/45R19	732018500000000	00216966		100V	VSB	8.0	9.5	8.50	10.0	28.1	1,764	745	10	31.21	NA NA	260 A A
P235/55R19	732770500000000	00214358		101H	VSB	8.5	8.5	7.50	9.7	29.2	1,819	716	10	34.9	NA NA	260 A A
P255/60R19	732687500000000	00199486		108H	VSB	7.0	9.0	7.50	10.2	31.1	2,205	673	11	33.58	NA NA	260 A A

245/45R20	73260350000000	00201292		99V	VSB	7.5	9.0	8.00	9.6	28.7	1,709	729	11	28.54	NA NA	260 A A
245/45ZR20	73254850000000	00195694	DX	99Y	VSB	7.5	9.0	8.00	9.6	28.7	1,709	729	11	28.15	NA NA	260 A A
255/45R20	73200774100000	00218956		101V	BSL	8.0	9.5	8.50	10.0	29.1	1,819	719	11	32.04	NA NA	260 A A
P245/50R20	73261250000000	00201929		102V	VSB	7.0	8.5	7.50	10.0	29.7	1,874	704	11	33.39	NA NA	260 A A
P245/50R20	73289950000000	00205589		102H	VSB	7.0	8.5	7.50	10.0	29.7	1,874	704	10	32.93	NA NA	260 A A
P255/50R20	73255050000000	00198404		104V	VSB	7.0	9.0	8.00	10.9	30.1	1,984	695	10	35.64	NA NA	260 A A
P265/50R20	73227850000000	00186540		106V	BLT	7.5	9.5	8.50	10.9	30.5	2,094	686	10	42.4	NA NA	260 A A

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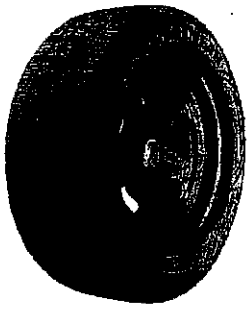
GOODYEAR



Eagle Enforcer

Take Charge With All Season Pursuit Capability

Police tested. Michigan State Police Vehicle Evaluation (Grattan Raceway), Los Angeles County Sheriff Vehicle Evaluation (Auto Club Speedway), OEM Approved: Ford Ride and Handling

Features

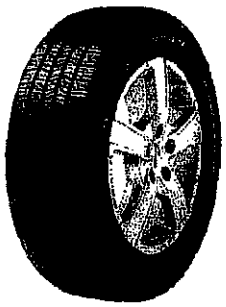
Pursuit-calibrated tread compound
Optimized sipe pattern and shoulder decoupling groove
ActiveForce Technology™
Wide circumferential grooves
Large shoulder blocks

Benefits

For the intense operating conditions of law enforcement on dry, wet and slushy surfaces
Powerful handling stability and traction in all seasons—dry, wet and light snow
Enhanced durability with an optimized combination of tread and purpose-built construction to handle high-intensity situations
Help evacuate water for confident traction in demanding and wet situations
Provide confident maneuverability and steering response for high-speed pursuits

Tire Dimension and Other Technical Information

Tire Size	Product Code	Material Number	Status	Srvc Descrpt	Sidewall	Approved Rim Width (min)	Approved Rim Width (max)	Measured Rim Width	Overall Width	Overall Diameter	MAX Load	RPM	Tread Depth (32nds)	Weight (lbs)	Limited Wrnty Miles KM	U.T.Q.G. Tread Traction Temp
255/60R18	732005563000000	00232702	PU	108V	VSB	7.0	9.0	7.50	10.2	30.0	2,205	696	10	34.24	NA NA	420 A A
275/55R20	732010563000000	00240100	PU	113V	VSB	7.5	9.5	8.50	11.2	31.9	2,535	656	11	38.16	NA NA	420 A A



Assurance All-Season

A Practical Tire for Confident All-Season Traction in Wet, Dry and Snowy Conditions, with Long-Lasting Treadwear

Wet Traction: 8
Snow Traction: 7
Ride Comfort: 8
Quiet Ride: 7
Fuel Efficiency: 8

Features

Multiple biting edges
Wide tread grooves
Optimized tread pattern
Large stable shoulder blocks

Benefits

Offer great all-season traction in wet, dry and snowy conditions
Help evacuate water and slush for enhanced wet traction
Reduces road noise for a quieter ride
For confident dry and wet handling
65,000 mile/ 105,000 kilometre Tread Life Limited Warranty*

Tire Dimension and Other Technical Information

Tire Size	Product Code	Material Number	Status	Srvc Descpt	Sidewall	Approved Rim Width (min)	Approved Rim Width (max)	Measured Rim Width	Overall Width	Overall Diameter	MAX Load	RPM	Tread Depth (32nds)	Weight (lbs)	Limited Wrnty Miles KM	U.T.Q.G. Tread Traction Temp
185/65R14	40710637400000	00224948		86T	VSB	5.0	6.5	6.50	7.4	23.5	1,168	859	9	14.47	65000 105000	600 A B
185/70R14	40747637400000	00226972	DX	88T	VSB	4.5	6.0	5.50	7.4	24.3	1,235	860	9	14.73	65000 105000	600 A B
185/60R15	40773937400000	00224956		84T	VSB	5.0	6.5	5.50	7.5	23.8	1,102	878	9	14.6	65000 105000	600 A B
195/60R15	40774037400000	00224937		88T	VSB	5.5	7.0	6.00	7.9	24.2	1,235	864	9	16.5	65000 105000	600 A B
175/65R15	40795637400000	00236543		84H	VSB	5.0	6.0	5.00	7.0	24.0	1,102	872	9	14.97	65000 105000	600 A B
185/65R15	40725937400000	00224943		88T	VSB	5.0	6.5	5.50	7.4	24.5	1,235	853	9	14.93	65000 105000	600 A B
195/65R15	40747737400000	00224932		91T	VSB	5.5	7.0	6.00	7.9	25.0	1,356	836	9	17.1	65000 105000	600 A B
205/65R15	40747637400000	00224946		94T	VSB	5.5	7.5	6.00	8.3	25.5	1,477	820	9	17.52	65000 105000	600 A B
215/65R16	40700737400000	00240203		98T	VSB	6.0	7.5	6.70	8.7	26.0	1,565	803	9	20.67	NA NA	600 A B
215/65R15	40779137400000	00226978	DN	96T	VSB	6.0	7.5	6.50	8.7	26.0	1,565	804	9	18.84	65000 105000	600 A B
205/70R15	40778537400000	00224952		96T	VSB	5.0	7.0	6.00	8.2	26.3	1,565	798	9	19.49	65000 105000	600 A B
215/70R15	40778337400000	00224945		98T	VSB	5.5	7.0	6.50	8.7	26.9	1,653	777	9	22.8	65000 105000	600 A B
205/75R15	40778937400000	00226975		97T	VSB	5.0	7.0	5.50	8.0	27.1	1,609	771	9	21.14	65000 105000	600 A B

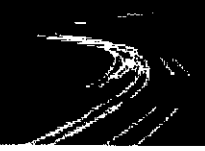
215/75R15	40779237400000	00226980	DX	100T	VSB	5.5	7.0	6.00	8.5	27.7	1,764	756	9	22.21	65000 105000	600 AB
195/50R16	40700237400000	00236545		84V	VSB	5.5	7.0	6.00	7.9	23.7	1,102	862	9	17.78	65000 105000	600 AB
205/60R16	40778637400000	00226973		87H	VSB	5.5	7.5	6.50	8.4	24.1	1,201	867	9	17.33	65000 105000	600 AB
185/55R16	40700137400000	00236544		83H	VSB	5.0	6.5	6.00	7.6	24.0	1,074	870	9	16.17	65000 105000	600 AB
195/55R16	40778737400000	00224955		87T	VSB	5.5	7.0	6.00	7.9	24.4	1,201	857	9	15.43	65000 105000	600 AB
205/55R16	40778137400000	00224930		91H	VSB	5.5	7.5	6.50	8.4	24.9	1,365	839	9	17.18	65000 105000	600 AB
215/55R16	40752537400000	00226977		93H	VSB	6.0	7.5	7.00	8.9	25.3	1,433	827	9	18.11	65000 105000	600 AB
225/55R16	40716537400000	00226991		95H	VSB	6.0	8.0	7.00	9.2	25.8	1,521	810	9	18.74	65000 105000	600 AB
205/60R16	40721237400000	00224939		92T	VSB	5.5	7.5	6.00	8.2	25.7	1,389	813	9	17.34	65000 105000	600 AB
215/60R16	40756237400000	00224931		95T	VSB	6.0	7.5	6.50	8.7	26.1	1,521	801	9	19.94	65000 105000	600 AB
225/60R16	40771537400000	00224936		98T	VSB	6.0	8.0	6.50	9.0	26.6	1,653	786	9	19.79	65000 105000	600 AB
235/60R16	40778437400000	00224951		100T	VSB	6.5	8.5	7.00	9.5	27.1	1,764	771	9	24.96	65000 105000	600 AB
205/65R16	40778037400000	00226974		95H	VSB	5.5	7.5	6.00	8.2	26.5	1,521	789	9	19.45	65000 105000	600 AB
215/65R16	40701637400000	00224947		98T	VSB	6.0	7.5	6.50	8.7	27.0	1,653	774	9	21.39	65000 105000	600 AB
225/65R16	40778637400000	00224953		100T	VSB	6.0	8.0	6.50	9.0	27.5	1,764	760	9	22.75	65000 105000	600 AB
235/65R16	40720737400000	00224944		103T	VSB	6.5	8.5	7.00	9.5	28.0	1,929	746	9	24.48	65000 105000	600 AB
215/70R16	40778237400000	00224938		100T	VSB	5.5	7.0	6.50	8.7	27.9	1,764	749	9	23.16	65000 105000	600 AB
225/70R16	40737537400000	00226993	MU	103T	VSB	6.0	7.5	6.50	9.0	28.4	1,929	736	9	24.4	65000 105000	600 AB
235/70R16	40786637400000	00232861		106T	VSB	6.0	8.0	7.00	9.5	29.0	2,094	721	9	26.58	65000 100000	600 AB
215/45R17	40756637400000	00236547		87V	VSB	7.0	8.0	7.00	8.4	24.6	1,201	848	9	19.05	65000 105000	600 AB
225/45R17	40700337400000	00236546		91V	VSB	7.0	8.5	7.50	8.9	25.0	1,356	837	9	21.3	65000 105000	600 AB
205/50R17	40758237400000	00234167		89V	VSB	5.5	7.5	6.50	8.4	25.1	1,279	832	9	19.16	65000 100000	600 AB
215/50R17	40779037400000	00226976		91V	VSB	6.0	7.5	7.00	8.9	25.5	1,356	820	9	18.82	65000 105000	600 AB
225/50R17	40737237400000	00229734		94V	VSB	6.0	8.0	7.00	9.2	25.9	1,477	807	9	20.34	65000 105000	600 AB
215/55R17	40721337400000	00224933		94H	VSB	6.0	7.5	7.00	8.9	26.3	1,477	795	9	19.59	65000 105000	600 AB
225/55R17	40772637400000	00224941		97T	VSB	6.0	8.0	7.00	9.2	26.8	1,609	780	9	19.59	65000 105000	600 AB
235/55R17	40759937400000	00226994		99T	VSB	6.5	8.5	7.50	9.7	27.2	1,709	766	9	22.78	65000 105000	600 AB
215/60R17	40734637400000	00224954		96T	VSB	6.0	7.5	6.50	8.7	27.2	1,565	768	9	21.74	65000 105000	600 AB
225/60R17	40772337400000	00224940		99T	VSB	6.0	8.0	6.50	9.0	27.6	1,709	757	9	21.17	65000 105000	600 AB
235/60R17	40732337400000	00224950		102T	VSB	6.5	8.5	7.00	9.5	28.1	1,874	744	9	24.3	65000 105000	600 AB
215/65R17	40771937400000	00226979		99T	VSB	6.0	7.5	6.50	8.7	28.0	1,709	746	9	21.23	65000 105000	600 AB
225/65R17	40728537400000	00224934		102T	VSB	6.0	8.0	6.50	9.0	28.5	1,874	733	9	26.43	65000 105000	600 AB
235/65R17	40772237400000	00224942		104T	VSB	6.5	8.5	7.00	9.5	29.1	1,984	718	9	26.27	65000 105000	600 AB

225/45R18	40798637400000	00236631	91V	VSB	7.0	8.5	7.50	8.9	25.9	1,356	806	9	20.82	65000 105000	600 A B
235/45R18	40799137400000	00236634	94V	VSB	7.5	9.0	8.00	9.3	26.3	1,477	793	9	23.3	65000 105000	600 A B
245/45R18	40700537400000	00236633	96V	VSB	7.5	9.0	8.00	9.6	26.6	1,585	784	10	23.92	65000 105000	600 A B
235/50R18	40700437400000	00236550	97H	VSB	8.5	8.5	7.50	9.7	27.3	1,609	766	10	16.62	65000 105000	600 A B
225/55R18	40786737400000	00232863	98H	VSB	8.0	8.0	7.00	9.2	27.8	1,653	753	9	20.71	65000 105000	600 A B
235/55R18	40782637400000	00232862	100H	VSB	8.5	8.5	7.50	9.7	28.1	1,764	742	9	24.83	65000 105000	600 A B
225/60R18	40779637400000	00228992	100H	VSB	8.0	8.0	6.50	9.0	28.6	1,764	731	9	22.41	65000 105000	600 A B
235/60R18	40781537400000	00236549	103H	VSB	8.5	8.5	7.00	9.5	29.1	1,929	718	9	16.62	65000 105000	600 A B
245/60R18	40781937400000	00236639	105H	VSB	7.0	8.5	7.00	9.8	29.6	2,039	707	10	16.62	65000 105000	600 A B
235/65R18	40788537400000	00236632	106H	VSB	8.5	8.5	7.00	9.5	30.0	2,094	696	9	28.31	65000 105000	600 A B
225/65R19	40793037400000	00236635	99V	VSB	8.0	8.0	7.00	9.2	28.8	1,709	726	9	26.03	65000 105000	600 A B
235/55R19	40792437400000	00234166	101H	VSB	8.5	8.5	7.50	9.7	29.2	1,819	716	9	25.53	65000 105000	600 A B
245/55R19	40797137400000	00236638	103V	VSB	7.0	8.5	7.50	10.0	29.8	1,929	705	10	30.08	65000 105000	600 A B
245/50R20	40787037400000	00236635	102H	VSB	7.0	8.5	7.50	10.0	29.7	1,874	704	9	16.62	65000 105000	600 A B
255/50R20	40700637400000	00236637	105H	VSB	7.0	9.0	8.00	10.4	30.1	2,039	695	9	30.79	65000 105000	600 A B

LIMITED WARRANTY

United States & Canada

Unisteel® Radial Light Truck Tires
Unisteel® Radial Medium Truck Tires



WHO IS ELIGIBLE FOR WARRANTY COVERAGE?
You are eligible for the benefits of this limited warranty if you meet all the following criteria:

- You are the owner or authorized agent of the owner of new Goodyear® Unisteel® radial light truck or medium radial truck tires, including mud and snow and on-/off-road tires.
- Your tires bear Department of Transportation (DOT) prescribed tire identification numbers and are not branded "NA" (Not Adjustable).
- Your Goodyear truck tires have been used only on the vehicle on which they were originally installed according to the vehicle manufacturer's or Goodyear's recommendations.
- Your tires were purchased on or after January 1, 2016.

WHAT IS COVERED AND FOR HOW LONG?
1. FREE TIRE REPLACEMENT — Goodyear truck tires covered by this warranty that become unserviceable due to a covered warranty condition during the first 2/32" (inch) treadwear or 12 months from date of purchase, whichever comes first, will be replaced with a comparable new Goodyear tire without charge. You pay only for the mounting and balancing. (Without proof of purchase, date of manufacture will be used to determine eligibility.)

2. PRORATED TIRE REPLACEMENT – Tires worn beyond the first 2/32" (inch) treadwear that become unserviceable due to a covered warranty condition will be replaced on a prorated basis. You are responsible for mounting, balancing and any additional services you order at the time of adjustment, as well as any taxes and government-mandated charges.

3. TIRES WITH DURASEAL TECHNOLOGY® — SEALANT CREDIT DURING ORIGINAL TREAD* – Failure of the DuraSeal Technology to seal a maximum 1/4" (inch) puncture in the repairable area of the original tread will qualify for a one-time credit during the life of the original tread within four (4) years from the date of the casing DOT serial number or proof of purchase, if available. Sealant credit is based on local currencies in the country where the adjustment takes place, $50.00 for both the U.S. and Canada.

4. TIRES WITH DURASEAL TECHNOLOGY — SEALANT CREDIT DURING FIRST RETREAD* – Failure of the DuraSeal Technology to seal a maximum 1/4" (inch) puncture in the repairable area of the tread will qualify for a one-time credit through 100% of the first retread up to four (4) years from the date of the casing DOT serial number or proof of purchase, if available. Sealant credit is based on local currencies in the country where the adjustment takes place, $25.00 for both the U.S. and Canada. All punctures must be repaired at time of retreading for this Limited Warranty to be honored. If a sealant credit was issued during the original tread life, no other requests for credit will be honored.

*All claim forms submitted for sealant credit must be verified by an authorized Goodyear representative.

HOW WILL THE PRORATED CHARGES BE CALCULATED?
The replacement price will be calculated by multiplying the current Goodyear advertised selling price, at the adjustment location, by the percentage of usable original tread that has been worn off at the time of adjustment. You pay for mounting, balancing, an amount equal to the full current Federal Excise Tax (FET – U.S. only) and any other applicable taxes for the comparable new Goodyear replacement tire as well as any government-mandated charges.

EXAMPLE:
If your disabled tire had an original 15/32" (inch) of usable tread depth and is worn to 8/32" (inch) of usable tread remaining, you have used 50% and therefore must pay 50% of the advertised selling price of a comparable tire, plus an amount equal to the full current Federal Excise Tax (U.S. only) applicable to the comparable new replacement tire at the time of adjustment. If the price of the comparable tire is $400.00, the cost to you would be $200.00 plus Federal Excise Tax (U.S. only), mounting, balancing, any other applicable taxes and government-mandated charges.

$$\frac{\text{Amount Of Tread Used}}{\text{Original Tread}} \times \text{Value Of Comparable Tire} = \text{Prorated Price Of New Tire}$$

(Plus FET (U.S. only), other applicable taxes, government-mandated charges and mounting and balancing.)

WHAT IS A COMPARABLE TIRE?
A "comparable" new Goodyear tire may be either the same line of tire or, in the event that the same tire is not available, a tire of the same basic construction and quality with a different sidewall or tread configuration. If a higher priced tire is accepted as replacement, the difference in price will be at an additional charge to you.

Any replacement tire provided pursuant to this warranty will be covered by the Goodyear warranty in effect at the time of replacement.

WHAT IS NOT COVERED UNDER THIS LIMITED WARRANTY?

- Wear conditions or tire damage due to road hazards (including punctures, cuts, snags, impact breaks, etc.). Wreck, collision, or fire. Fast wear, irregular wear, heel and toe wear or other wear conditions.
- Improper inflation, overloading, high-speed spinup, misapplication, misuse, negligence, racing, chain damage, or improper mounting or demounting.
- Mechanical condition of the vehicle.
- Chip/chunk conditions on tires intended for highway service.
- Ride disturbance after the first 2/32" (inch) treadwear or due to damaged wheels or any vehicle condition.
- Any tire intentionally altered after leaving a factory producing Goodyear tires to change its appearance (example: white inlay on a black tire).
- Tires with weather cracking which were purchased more than four (4) years prior to presentation for adjustment. If you have no proof of purchase date, tires manufactured four (4) or more years prior to presentation are not covered.
- Material added to a tire after leaving a factory producing Goodyear tires (examples: tire fillers, sealants or balancing substances). If the added material is the cause of the tire being removed from service, the tire will not be adjusted.
- Any Goodyear Commercial Truck tire with the word "Mileage" on the sidewall.
- Tires removed from service due to improper repairs.
- Loss of time, inconvenience, loss of use of vehicle, incidental or consequential damage.

Note: Some states or provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

This limited warranty is applicable only in the U.S. and Canada.

GOODYEAR

www.goodyeartrucktires.com

WHAT IS THE PREMIUM RADIAL MEDIUM TRUCK TIRE CASING PROVISION?

Goodyear® Premium Casings	
G305® AT LHD™ Fuel Max®	G505D™ Fuel Max™
G316® LHT™ DuraSeal + Fuel Max™	G572 1A0 Fuel Max
G316® LHT™ Fuel Max®	G572 LHD™ Fuel Max®
G399® LHS® Fuel Max®	G572A LHD Fuel Max
G399A LHS Fuel Max	G662® RSA™ Fuel Max®
Fuel Max™ LHS™	Fuel Max™ LHD G505D™
Fuel Max™ LHT™	Fuel Max™ RSA

Goodyear premium casings in sizes 11R22.5, 11R24.5, 285/75R24.5 or 295/75R22.5 will be warranted for covered conditions through the first retread for a period of seven (7) years from the date of the casing DOT serial number or proof of purchase, if available.

If retreaded by a Goodyear Authorized Retreader, these premium casings will be warranted for covered conditions for an unlimited number of retreads for a period of seven (7) years from the date of the casing DOT serial number or proof of purchase, if available.

Casing credit is based on local currencies in the country where the adjustment takes place. Casing allowances are $130.00 for tires with original tread and $100.00 after retreading in both the U.S. and Canada.

WHAT IS THE MARATHON LONG HAUL RADIAL MEDIUM TRUCK TIRE CASING PROVISION?

Any Goodyear Marathon LHS, Marathon LHD & Marathon LHT casings in sizes 11R22.5, 11R24.5, 285/75R24.5 or 295/75R22.5 will be warranted for covered conditions through the first retread for a period of six (6) years from the date of the casing DOT serial number or proof of purchase, if available.

If retreaded by a Goodyear Authorized Retreader, these mid-tier casings will be warranted for covered conditions for an unlimited number of retreads for a period of six (6) years from the date of the casing DOT serial number or proof of purchase, if available.

Casing credit is based on local currencies in the country where the adjustment takes place. Casing allowances are $100.00 in both the U.S. and Canada.

WHAT IS THE RADIAL MEDIUM TRUCK TIRE CASING PROVISION?

All other Goodyear Unisteel® radial light truck or radial medium truck tires will be warranted for covered conditions through the first retread for a period of four (4) years from the date of the casing DOT serial number or proof of purchase, if available.

If retreaded by a Goodyear Authorized Retreader, except G392 SSD™ DuraSeal + Fuel Max™, G392A SSD DuraSeal + Fuel Max and G394 SST® DuraSeal + Fuel Max™ (see paragraph below), casings will be warranted for covered conditions for an unlimited number of retreads for a period of four (4) years from the date of the casing DOT serial number or proof of purchase, if available.

If retreaded, all G392 SSD DuraSeal + Fuel Max, G392A SSD DuraSeal + Fuel Max, and G394 SST DuraSeal + Fuel Max will be warranted for covered conditions for one retread for a period of four (4) years from the date of the casing DOT serial number or proof of purchase, if available.

Casing values are based on the predetermined casing value at the time of adjustment. See your servicing Dealer for these values.

HOW DO YOU KNOW WHEN YOUR TIRES WERE MANUFACTURED?

Tires with a DOT number ending with 0909 or greater were manufactured after 03/01/2009 (0909 refers to the 1st week of March 2009). These tires are covered under the provisions of this warranty coverage.

WHEN DOES THE WARRANTY END?

Premium Radial Medium Truck tires have delivered the full original tread life and the new tire coverage of this warranty ends when the treadwear indicators become visible or seven (7) years from the date of original tire manufacture or new tire purchase date (whichever occurs first). Without proof of purchase, date of manufacture will be used to determine eligibility. Casings may continue to be warranted beyond the new tire coverage. Please refer to the "WHAT IS THE PREMIUM RADIAL MEDIUM TRUCK TIRE CASING PROVISION?" section for warranty details on casings.

Marathon LHS, Marathon LHD & Marathon LHT Radial Medium Truck tires have delivered their full original tread life and the new tire coverage of this warranty ends when the treadwear indicators become visible, or six (6) years from the date of original tire manufacture or new tire purchase date (whichever occurs first). Without proof of purchase, date of manufacture will be used to determine eligibility. Casings may continue to be warranted beyond the new tire coverage. Please refer to the "WHAT IS THE MARATHON LONG HAUL RADIAL MEDIUM TRUCK TIRE CASING PROVISION?" section for warranty details on casings.

All other Goodyear Unisteel radial light truck or radial medium truck tires have delivered the full original tread life and the new tire coverage of this warranty ends when the treadwear indicators become visible or four (4) years from the date of original tire manufacture or new tire purchase date (whichever occurs first). Without proof of purchase, date of manufacture will be used to determine eligibility. Casings may continue to be warranted beyond the new tire coverage. Please refer to the "WHAT IS THE RADIAL MEDIUM TRUCK TIRE CASING PROVISION?" section for warranty details on casings.

HOW DO YOU OBTAIN AN ADJUSTMENT?

A. You must present the tire to be adjusted to an authorized Goodyear Commercial Tire Retailer. Please consult your telephone directory or visit www.goodyeartrucktires.com for locations. Tires replaced on an adjustment basis become the property of The Goodyear Tire & Rubber Company or Goodyear Canada Inc.

B. You must pay for taxes or any additional services you order at the time of adjustment.

C. No claim will be recognized unless submitted on a Goodyear claim form (supplied by a Goodyear Commercial Tire Retailer) that is completely filled out and signed by you, the owner of the tire presented for adjustment, or your authorized agent.

WHAT ARE YOUR LEGAL RIGHTS?

DISCLAIMER: THIS WARRANTY IS IN LIEU OF, AND GOODYEAR HEREBY DISCLAIMS, ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND IS MADE BY GOODYEAR OR SHALL BE IMPLIED BY LAW.

LIMITATION OF DAMAGES: IN NO EVENT AND UNDER NO CIRCUMSTANCE SHALL GOODYEAR BE LIABLE TO THE BUYER FOR CONSEQUENTIAL, LOST PROFIT, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, PUNITIVE OR OTHER DAMAGE, COST (INCLUDING FOR REPLACEMENT TRANSPORTATION), EXPENSE OR LOSS OF ANY KIND. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Note: No Representative or Dealer has authority to make any representation, promise or agreement on behalf of Goodyear except as stated herein. Any tire, no matter how well constructed, may fail in service or otherwise become unserviceable due to conditions beyond the control of the manufacturer. Under no circumstances is this warranty a representation that a tire failure cannot occur.

SERIOUS INJURY, DEATH OR PROPERTY DAMAGE MAY RESULT FROM:

- TIRE FAILURE DUE TO UNDERINFLATION/OVERLOADING/MISAPPLICATION. Follow the vehicle owner's manual or tire placard in the vehicle.
- TIRE FAILURE DUE TO IMPACT DAMAGE/IMPROPER MAINTENANCE. Tires should be inspected regularly by a qualified technician for signs of damage, such as punctures or impacts.
- TIRE FAILURE DUE TO IMPROPER REPAIRS. See Rubber Manufacturers Association (RMA) established repair procedures at www.rma.org, and/or go to www.goodyear.com for information on proper repair procedures.
- EXPLOSION OF TIRE/RIM ASSEMBLY DUE TO IMPROPER MOUNTING. Only specially trained persons should mount tires. When mounting tires, use a safety cage and a clip-on extension air hose to inflate.
- FAILURE TO MOUNT RADIAL TIRES ON APPROVED RIMS.
- FAILURE TO DEFLATE SINGLE OR DUAL ASSEMBLIES COMPLETELY BEFORE DEMOUNTING.
- TIRE SPINNING. On slippery surfaces such as snow, mud, ice, etc., do not spin tires in excess of 35 mph (56 kph), as indicated on the speedometer.
- EXCESSIVE WHEEL SPINNING. This can also result in tire disintegration or axle failure.

FOR SERVICE ASSISTANCE OR INFORMATION:

1. First contact the nearest Authorized Goodyear Commercial Tire Retailer.
2. If additional assistance is required:
   - In the U.S., write to —
     Goodyear Customer Assistance Center
     Department 728
     200 Innovation Way
     Akron, OH 44316
   - In Canada, write to —
     Goodyear Customer Assistance Center
     450 Kipling Avenue
     Toronto, Ont. M8Z 5E1

GOODYEAR

www.goodyeartrucktires.com

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EARTHMOVER TIRE
LIMITED WARRANTY
For 20 to 39 Inch Rim Diameter Tires

WHO IS ELIGIBLE?

You are eligible for the benefits of this Limited Warranty if you are the original purchaser or authorized agent of the original purchaser of new Goodyear 20 to 39 inch rim diameter Grader or Earthmover tires bearing our serial numbers.

WHAT IS COVERED AND FOR HOW LONG?

This Limited Warranty covers all Goodyear 20 to 39 inch rim diameter tires presented for adjustment on or after September 1, 2013. The Limited Warranty is in effect for 4 years commencing on the date of purchase. If proof of the purchase date is not available, the date of manufacture indicated on the serial number will be used as the warranty commencement date. Tires must be presented for consideration within six months of removal from service.

Coverage

If any Goodyear 20 to 39 inch rim diameter tire covered by this Limited Warranty becomes unserviceable due to a covered warranty condition, such tire will, at the option of Goodyear, be repaired or replaced with a comparable new Goodyear tire, discounted on a pro rata basis, or, at Goodyear's option, Goodyear will issue an appropriate credit. The customer charge for replacement will be calculated by multiplying Goodyear's current replacement tire price at the adjustment location (exclusive of taxes), by the percentage determined from the following chart. In the event Goodyear issues a credit, the credit will reflect the discount that would have been included in the foregoing charge.

20 to 39 Inch Rim Diameter Tire Wear (Percent of original non-skid used)									
	0% to 10%	11% to 20%	21% to 30%	31% to 40%	41% to 50%	51% to 60%	61% to 70%	71% to 80%	81% to 100%
PURCHASE DATE	CUSTOMER CHARGE								
12 Months or Less	10%	20%	30%	40%	50%	60%	70%	80%	100%
24 Months or Less	25%	35%	45%	55%	65%	75%	85%	95%	100%
36 Months or Less	50%	60%	70%	80%	90%	95%	100%	100%	100%
48 Months or Less	75%	85%	95%	95%	95%	100%	100%	100%	100%
More than 48months	100%	100%	100%	100%	100%	100%	100%	100%	100%

WARRANTY LIMITATIONS:

This Limited Warranty is applicable to tires purchased from The Goodyear Tire & Rubber Company, Goodyear Canada Inc. or Goodyear International Corporation and their subsidiaries ("Goodyear").

No representative or dealer has authority to make any representation, promise, warranty or agreement on behalf of Goodyear except as stated herein.

Any tire, no matter how well constructed, may fail in service or otherwise become unserviceable due to conditions beyond the control of the manufacturer. Under no circumstances is this limited warranty a representation that a tire failure cannot occur.

WHAT IS NOT COVERED BY THIS WARRANTY?

- Tires purchased more than 48 months prior to presentation for adjustment. Without proof of purchase date, tires manufactured 48 months prior to presentation are not covered.

- Tires removed from service more than six months prior to presentation to Goodyear.

- Tires for which an alternate warranty/guarantee has been negotiated.

- Uniformity or vibration claims on tires purchased more than 6 months prior to presentation for adjustment, or if proof of purchase is not available, more than 6 months after the manufacture date.

- Air retention claims on tires purchased more than 3 months prior to presentation for adjustment, or if proof of purchase is not available, more than 3 months after the manufacture date.

- Irregular wear or tire damage due to: impact breaks, cuts, cut separations, snags, machine damage, wreck, collision, fire, improper inflation, overloading, misapplication, misuse, negligence, operation at excessive speed, rim or chain damage or damage caused by the mechanical condition of the vehicle.

- Tires operating in excess of their rated Ton-Mile-Per-Hour (TMPH) or Tonne-Kilometre-Per-Hour (TKPH) factor. Goodyear uses a 4 hour rolling average for TMPH / TKPH calculations. (A detailed description of TMPH / TKPH ratings may be found in Goodyear Publication: Off-The-Road Tires Engineering Data which can be found at www.goodyearotr.com).

- Tires operating in excess of the rated Work Capability Factor (WCF).

- Tires operated in applications that are inconsistent with the Equipment's specifications or restrictions.

- Tires with improperly seated beads. Knurling impressions from the rim that continue around the bead heel are sufficient evidence of improper seating.

- Tires mounted with "O" rings that are not approved by Goodyear for use with its Earthmover tires.

- Tires that have failed due to material added after original manufacture (example: tire fillers, sealant, ballast or balancing substances). If the added material is the cause of the tire being removed from service, they will not be adjusted.

- The cost of material added after original manufacture (example: tire fillers, sealant, ballast or balancing substances) regardless of removal cause.

- Repairs or Retreads.

- **GOODYEAR EXPRESSLY DISCLAIMS ANY WARRANTY OF FITNESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY DOES NOT INCLUDE LOSS OF TIME, LOSS OF USE OF EQUIPMENT, LOST PROFITS, INCONVENIENCE, COST OF REPLACEMENT EQUIPMENT, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

WHAT ARE YOUR LEGAL RIGHTS?

Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

OWNERS OBLIGATIONS

A. You must present the tire to be considered for adjustment to an authorized Goodyear dealer or Goodyear Service Representative within 6 months of removal. See back cover for addresses and telephone numbers of Goodyear Service representatives.

B. You must pay for taxes, mounting and any additional services you order at the time of adjustment.

For tires imported by or specifically for a Buyer (or his agent), Goodyear's responsibility will be based upon the Cost & Freight Port of Entry tire value prior to payment of import duties.

C. No claim will be recognized unless the product is inspected and a claim is submitted electronically or on a Goodyear claim form into Goodyear's OTR Adjustment database by a Goodyear Representative. All adjustments are confirmed by mail.

D. Onboard machine cycle, payload and productivity information must be made available to the authorized Goodyear Dealer or Goodyear Service Representative if requested.

E. Adjusted tires may be incapacitated. Disposal of the tire is the responsibility of the owner.

⚠WARNING

Property Damage, Serious Injury or Death may result from:

- **FAILURE DUE TO UNDERINFLATION/OVERLOADING:**
  Follow owner's manual or tire placard placed in the vehicle.

- **EXPLOSION OF TIRE / RIM ASSEMBLY DUE TO IMPROPER MOUNTING:**
  Consider using nitrogen to inflate OTR tires to reduce the risk of explosive tire failure. Only specially trained persons using proper equipment should mount tires.

- **FAILURE TO DEFLATE SINGLE OR DUAL ASSEMBLIES COMPLETELY BEFORE DEMOUNTING:**
  Before loosening any clamps or nuts that attach a multi-piece rim assembly to a vehicle always completely deflate the tire mounted as a single or both tires in a dual assembly by removing the valve core(s). Never attempt to remove a tire from a rim unless the tire is completely deflated. In both cases above check the valve stem by running a piece of wire through the stem to make sure it is not plugged.

- **WELDING, BRAZING OR USING ANY TYPE OF HEAT SOURCE ON A MOUNTED TIRE / RIM ASSEMBLY:**
  Do not, under any circumstances, attempt to rework, weld, heat or braze any rim components that are cracked, broken or damaged. Replace with new parts or parts that are not cracked, broken or damaged, and which are the same size, type and manufacturer. Consult the rim manufacturer concerning proper replacement components.

FOR ASSISTANCE OR TO FIND THE GOODYEAR DEALER NEAREST YOU:

Please contact the Goodyear Off-The-Road Tire Action Line
200 Innovation Way
Akron, OH. 44316
330 796-0610

CANADIAN DISTRICT OFFICE:

450 Kipling Ave.
Toronto, Ontario M8Z-5E1 416-201-4300

GOODYEAR INTERNATIONAL OFFICES:

European Manager, EMSS
Goodyear S.A.
Avenue Gordon Smith
L-7750 Colmar-Berg ..... Phone 352-8199-2112
Grand Duchy of Luxembourg ..... Fax 352-8199-2131

Vice President OTR Operations (Asia Pacific)
Suite 1, 19 Bishop Street
Jolimont WA, 6014 ..... Phone 011-619-9478-9200
Australia ..... Fax 011-618-9478-6050

Companhia Goodyear do Brasil – Produtos de Borracha
SAC – Customer Service
http://www.goodyear.com.br/fale-conosco/formulario.html
sac@goodyear.com
Avenida Paulista, 854 – 8/9 andar
Cep: 01310-913
São Paulo – SP
Brasil ..... Phone 0800 725 7638
..... Fax 55-11-3281-4432

Goodyear de Chile S.A.I.C.
SAC - Customer Service
http://www.goodyear.cl/contact_us.html
infocls@goodyear.com
Hendaya 60 Piso 9
Las Condes – Santiago de Chile..... Phone 0800 00 181
..... Fax 56-2-530-1333

Goodyear del Peru S.A.
SAC - Customer Service
http://www.goodyear.com.pe/contact_us.html
Avenida Argentina 6037 Carmen de la Legua
Callao, Lima .... Phone 0800 1 9080
..... Fax +511 517 3301

Goodyear de Colombia S.A.
SAC – Customer Service
http://www.goodyear.com.co/contact_us.html
Calle 10 D No 15 – 39 Corregimiento Arroyohondo
Yumbo, Valle del Cauca..... Phone 57 2 6088 525
..... Fax +57 2 6088 413

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.
The Goodyear Tire & Rubber Company

2 Business name/disregarded entity name, if different from above
dba Goodyear Commercial Tire & Service Centers

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) ▶ _____

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) D

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
200 Innovation Way

Requester's name and address (optional)

6 City, state, and ZIP code
Akron, OH 44316-0001

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
3 4 – 0 2 5 3 2 4 0

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** ▶ Alice Williams | **Date** ▶ 1/3/2020

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: 10/17/2022
Initiated By: Rosario Cabello, Deputy City Manager
Staff Source: Richard A. Chamberlain, DrPH, MPH, RS, CHW, Health Director

SUBJECT

Authorizing the Interim City Manager to enter into an agreement with Simplifyance, LLC in the amount of $80,000.00 for consultative services for a detoxification facility for the term period from September 26, 2022, to March 27, 2024. Funding is available in the General Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

This agreement between Simplifyance and the City of Laredo will provide expert consultative resources in the areas of licensing and accreditation, risk management, emergency planning, operational quality and safety best practices, and State Opioid Response grant writing. Simplifyance will ensure a successful transition into a detoxification facility. They offer 2-3 site visits and remote work.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Staff recommends that Council approves the Motion.

Fiscal Impact

Fiscal Year:	2022
Bugeted Y/N?:	
Source of Funds:	Consultant
Account #:	101-9810-593-5526
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Account 101-9810-593-5526 with project number DETOXF.

Attachments

Executive Summary
Agreement

SIMPLIFYANCE

Compliance Made Simple

Executive Summary

Simplifyance proposes a wholistic, project based and ongoing approach to a collaborative partnership with the City of Laredo Health Department and Webb County. Simplifyance shall provide expert consultative resources in the areas of licensing and accreditation, risk management, emergency planning, operational quality and safety best practices, and State Opioid Response (SOR) grant writing. Additionally, our national network of Behavioral Healthcare Resources and extensive Library of documents are fully available to the Department and County.

Simplifyance deliverables

1. ensure the successful licensing and accreditation of the detoxification facility,
2. collaboratively develop a safe, functional operational plan,
3. train and educate key staff on regulatory requirements and operational best practices,
4. collaboratively plan, monitor and update financial data related to the facility operation,
5. provide State Opioid Response (SOR) and other grant opportunity consulting/coaching,
6. City of Laredo Health Department listed as covered entity under Simplifyance's professional insurance policy ($1,000,000 policy)

Cost of deliverables
#1, 2, and 3 (roughly 300 hours, 2-3 site visits, including on site for surveys) = $75,000
#4, and 5 (based on desired availability/need, remote work) = $250/hour, 20 hours total = $5,000
#6 = no cost

Total cost = $80,000
*Prices do not include travel and lodging

Timeline
18 month consulting arrangement

Team of consultants:

Braden A. Smith, JD – Executive VP, Simplifyance
Alan Goodstat, LCSW – Senior Advisor, Simplifyance, Licensing and Accreditation Consultant
Sierra Peritore, RPI Yellow Belt Certified - Licensing and Accreditation Consultant
Zina Navarro-Rodriguez, MSW, MCAP, CDE - Advisory Board member, Simplifyance, Licensing and Accreditation consultant and DEIJ expert
Dinah Brooks – Advisory Board member, Simplifyance, and Substance Use Disorder (SUD) Prevention and Response grant writing expert

Advisory Board contributors:

Dr. Annie Peters, LP – Director of Research and Education, National Association of Addiction Treatment Providers (NAATP
Dr. Jerry Vacarro - Former president of United Behavioral Healthcare
Dr. Charles Shuman, MD – Addiction Psychiatrist and former President of the American Society of Addiction Medicine (ASAM), Colorado chapter
Steve Millete – Director of Behavioral Health, Gloo (outcomes, data science)
Jay Voigt, LPC, CAC – Owner/Principal Consultant, Human Capital LLC

SIMPLIFYANCE

Compliance Made Simple

Statement of Work – Exhibit A

Consulting

State Licensing ($25,000)

- Produce and/or revise necessary policies and procedures meeting State of Texas licensing specific administrative code or other controlling law/regulations.
- Produce forms, plans, and templates to meet State of Texas licensing efforts
- Work with Medical/Clinical staff to build out the Electronic Medical Records system, including the incorporation of required documentation to comply with State of Texas laws, regulations, and codes
- Coordination and communication with the State licensing body throughout the licensing process
- Individual meetings with Leadership team members OR group consultation sessions with management team. Roles including Program Director, Medical Director, Clinical Director, Operations Manager, Human Resources Director, and all other applicable persons
- Work with the Medical Director to develop appropriate detoxification protocols, program schedules, and patient treatment charts
- Assist Medical Director with selection and implementation of a billing system and the billable services offered
- Revisions as necessary to documents, policies, forms, and templates based on State regulatory requirements and feedback
- Creation of and/or revision to Environment of Care, Infection Control, Safety Plans, and Emergency Management Plans
- Staff training on State licensing standards and expectations
- Coordination and training with relevant departments responsible for participation in Licensing surveys (HR, Facilities/Engineering, Clinical, Medical)
- Development of organizational chart template to meet State requirements
- Development of patient handbook
- Assistance with completion of the licensing application
- Ability to promptly answer questions related to the licensing process
- Ability to participate in the on-site licensing survey process

Joint Commission Accreditation ($50,000)

- Build out and review of medical records system(s) to evaluate current compliance of the Joint Commission ("TJC") standards of compliance from each location
- Creation of policies, procedures, plans (EM, EOC, PI, IC), data collection activities, templates, and forms for the facility
- Construction of HR file format to meet TJC standards of compliance
- In depth report including qualitative and quantitative data on each of the 15 chapters of TJC Standards of Compliance regulations for the facility
- Additional individual meetings with Leadership team members OR group consultation sessions with management team. Roles including Program Director, Clinical Director, Operations Manager, Human Resources Director, and all other applicable persons

SIMPLIFYANCE

Compliance Made Simple

- Support with revision and development of plans, mitigation strategies, and all required TJC survey preparation and planning activities
- Staff training on TJC standards and expectations
- Ability to participate in Quality Assurance and Performance Improvement committee meetings
- Support with development of infection prevention and control planning
- Ability to promptly answer questions related to the Accreditation Process
- Ability to participate in the on-site survey process
- Assistance with completion of the Evidence of Standards Compliance (ESC) process to address all survey findings
- Ongoing general consultation via phone/email

Additional Consulting Work ($250/hour, 20 hours total)

- Assistance with development, implementation, and revision of financial projections through the proforma document that has been created for the facility
- Ability to assist with identifying and applying for grant funding through the State of Texas, SAMHSA, and any other applicable funding source
- Any other duties deemed appropriate and agreed upon by both parties

Simplifyance
Consulting Agreement

This Software Implementation Agreement ("Agreement"), dated effective 9/26/22 is by and between Simplifyance LLC, hereinafter referred to as "Simplifyance", and The City of Laredo. Simplifyance and The City of Laredo are referred to throughout each as a "Party" and collectively as "Parties", as the context may require. This Agreement outlines the general terms and conditions under which Simplifyance will provide software implementation services to The City of Laredo, as defined below.

1. **Term:** This Agreement shall be effective as of 9/26/22 and shall continue in full force for twelve (12) months from the date of execution. The City of Laredo and Simplifyance may negotiate to extend the term of this Agreement and the terms and conditions under which the relationship shall continue.

2. **Termination:** Either Party may terminate this Agreement for "Cause," after giving the other Party written notice of the reason. Cause means: (i) Party has breached the provisions of this Agreement in any respect, or materially breached any other provision of this Agreement and the breach continues for 30 days following receipt of a notice from issuing Party; (ii) Party has committed fraud, misappropriation, or embezzlement in connection with the other Party's business; or (iii) The City of Laredo has been convicted of a felony.

3. **Services**: The City of Laredo has engaged Simplifyance to provide certain designated services and access to the Simplifyance software platform, hereinafter referred to as "Service" and "Services", in connection with Simplifyance' Statement of Work described in Exhibit A. Additional services, if agreed upon, to be collected upon amended agreement(s), signed by both parties. Both parties agree to discuss and agree to any additional service fee amounts in advance and in writing.

4. **Compensation:** All prices are listed in Exhibit A. The City of Laredo is required to provide 1099 tax form and any additional necessary tax forms in a timely manner as governed by IRS regulation. Simplifyance will provide a completed form W-9. Simplifyance Tax EIN: 82-4450298.

5. **Payment Terms**: Payment is due on receipt, and payable to Simplifyance, either direct deposit, credit card, or check to 11111 N. Scottsdale Rd. Suite 235, Scottsdale, AZ 85254. All payments must be made in US Dollars. Late payments are subject to an interest rate of 5% per month. There is no additional cost if the payment comes from a direct bank account. If the customer has chosen to pay with a credit card, a surcharge of 3% will be added to compensate for credit card processing fees. The fee will not be added in states that prohibit such credit card surcharge by statute. If The City of Laredo commits a material breach of its payment obligations under this Agreement and fails to remedy the breach within 15 Business Days after being notified to do so in writing, Simplifyance may terminate this Agreement immediately by notice to The City of Laredo in default.

6. **Force Majeure:** Neither Party will assume liability or will be liable to the other Party for any failure or any delay in fulfilling its obligations hereunder caused, in whole or in part, directly or indirectly, by fires, natural disasters, strikes, failure of technology, delays of carriers, embargoes, government orders or directives, terrorist activities, or any other circumstance beyond the reasonable control of such Party. Simplifyance may at its option suspend Services and/or software access while such event or circumstance continues or terminate this Agreement with immediate effect by written notice to The City of Laredo.

7. **Confidential Information:** "Confidential Information" means information not generally known and proprietary to each Party or to a third party for whom Party is performing work, including, without limitation, information concerning any patents or trade secrets, confidential or secret designs, processes, formulae, source codes, plans, devices or material, research and development, proprietary software, analysis, techniques, materials, or designs (whether or not patented or patentable), directly or indirectly useful in any aspect of the business, any vendor names, customer and supplier lists, databases, management systems and sales and marketing plans, any confidential secret development or research work, or any other confidential information or proprietary aspects of the business. All information which each Party acquires or becomes acquainted with during the period of this Agreement, whether developed by the Party or by others, which each Party has a reasonable basis to believe to be Confidential Information, or which is treated by the Party as being Confidential Information, shall be presumed to be Confidential Information.

   In performing Services under this Agreement, each Party may be exposed to and will be required to use certain "Confidential Information" (as hereinafter defined). Each Party agrees that it will not, and its employees, agents, or representatives will not use, directly or indirectly, such Confidential Information for the benefit of any person, entity, or organization other than itself, or disclose such Confidential Information without the written authorization of the other Party, either during or after the term of this Agreement, for as long as such information retains the characteristics of Confidential Information.

8. **Standard of Conduct:** In rendering Services under this Agreement, Simplifyance shall conform to industry professional standards of work and business ethics. In no event shall The City of Laredo take any action or accept any assistance or engage in any activity that would result in any other person, entity, or organization acquiring any rights of any nature in the results of work performed by or for Simplifyance.

9. **Indemnification:** The City of Laredo hereby agrees to hold harmless and indemnify Simplifyance and its directors, officers, employees, contractors, insurers and agents against all losses, judgments, claims, expenses, penalties, fines, and other legal liabilities (including, without limitation, interest, penalties and reasonable experts' and attorneys' fees) arising out of: (i) alleged bodily injury, wrongful death, property damage or any other damage or injury allegedly caused in whole or in part, contributed to, by, or associated with any of the Services or software; (ii) Simplifyance's acts or omissions in providing Services and software under this Agreement, except to the extent such losses, judgments, claims, expenses, penalties, fines or other legal liabilities are directly caused by willful misconduct of Simplifyance.

10. **Corporate Compliance**: The City of Laredo represents and warrants that neither it nor any of its current directors, officers, or key personnel: (i) are currently excluded, debarred or otherwise ineligible to participate in federal health care programs as defined in 42 U.S.C. §1320a-7b(f) (the "Federal Healthcare Programs"); (ii) have been convicted of a criminal offense related to the provision of healthcare items or services during the last five (5) years; or (iii) have been excluded, debarred or otherwise declared ineligible to participate during the last five (5) years in Federal Healthcare Programs. The City of Laredo will notify Simplifyance of any change in the status of the representations and warranties set forth above.

    The City of Laredo further agrees to immediately notify Simplifyance in writing in the event The City of Laredo is listed by a federal or state agency as excluded, debarred, suspended or otherwise ineligible to participate in any federal and/or state programs or if The City of Laredo is convicted of any crime

relating to any such program, or if The City of Laredo is being investigated by any federal or state agency in relation to any federal and/or state program.

The City of Laredo represents and warrants that it shall be solely responsible for determining whether any encounters with, interactions with, offers to, or provisions to Simplifyance result in a reportable payment or transfer of value pursuant to Section 6002 of the Patient Protection and Affordable Care Act, Public Law 111-148 (the "Sunshine Act"). Simplifyance further represents and warrants that it shall be solely responsible for complying with the Sunshine Act with respect to any reportable payment or transfer of value.

11. **HIPAA Compliance.** Simplifyance represents and warrants that to the extent applicable it shall, with respect to its obligations under this Agreement and interactions with The City of Laredo, comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA"), the privacy standards adopted by the U.S. Department of Health and Human Services ("HHS") as they may be amended from time to time, 45 C.F.R. parts 160 and 164, subparts A and E (the "Privacy Rule"), the security standards adopted by HHS as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C (the "Security Rule"), and the Privacy provisions (Subtitle D) of the Health Information Technology for Economic and Clinical Health Act, Division A, Title XIII of Pub. L. 111-5, and its implementing regulations (the "HITECH Act"). Simplifyance further represents and warrants that in the event Simplifyance is providing a service, software product, or function for or on behalf of The City of Laredo that requires the use and disclosure of "protected health information" (as defined by HIPAA), it shall obtain such access in compliance with HIPAA. See Appendix I – Business Associate Agreement.

    Without limiting the foregoing, Simplifyance shall serve in the capacity of a "business associate" (as defined by HIPAA) in its interactions with The City of Laredo, Simplifyance shall comply with the terms and conditions set forth in the business associate agreement located separately from this document. When granted access to protected health information, in providing the Service and software to The City of Laredo, Simplifyance will abide by the applicable policies established by such The City of Laredo when accessing, using, and disclosing protected health information.

12. **Governing Law and Venue:** This Agreement is being delivered and executed in the State of Arizona. Any controversy, claim or dispute arising out of, accruing, or relating to this Agreement between Parties shall be resolved exclusively by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association ("AAA"). The proceeding will be held in Arizona and the costs of the arbitration, as well as reasonable attorney's fees as determined by the arbitrators, will be awarded to the prevailing Party. The decision of the arbitrators shall be final and binding.

13. **Nature of Relationship**: Nothing contained in this Agreement or in the relationship between Parties shall be deemed to constitute an employer/employee relationship, a partnership, joint venture, or any other similar relationship among them. Simplifyance is an independent contractor providing Services and software to The City of Laredo pursuant to the terms of this Agreement.

14. **Work Product:** In the scope of providing Services to The City of Laredo under this Agreement, Simplifyance will generate certain documents for the use and benefit of The City of Laredo. However, nothing in this Agreement should be construed as a conveyance or transfer from Simplifyance to The City of Laredo of Simplifyance's intellectual property rights or business know-how, which shall remain the property of Simplifyance both during the term of this Agreement and following the termination of this Agreement.

15. Media Releases: All media releases and public announcements or disclosures by Simplifyance relating to this Agreement or the business relationship between the parties contemplated by the document shall be coordinated with and approved by the other party in writing prior to the release thereof.

16. **Assignment:** Simplifyance will not assign, delegate, or permit any other transfer of this Agreement without The City of Laredo prior written consent.

17. **Attachments**: All attachments to this Agreement are incorporated by reference and become part of this Agreement. Any conflicts between the text of this Agreement and the attachments or between the attachments shall be construed in favor of this Agreement.

18. **Notice**: Any notice required or permitted by this Agreement will be in writing in English and delivered by (i) certified or registered mail, return receipt requested, postage prepaid, (ii) nationally recognized overnight courier mail, or (iii) by facsimile or electronic mail.

19. **Interpretation:** Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is found to violate a law, it will be severed from the rest of the Agreement and ignored, and a new provision deemed added to this Agreement to accomplish to the extent possible the intent of the Parties as evidenced by the provision so severed.

Parker Smith
CEO
Simplifyance LLC

11111 N. Scottsdale Rd. Suite 235
Scottsdale, AZ 85254

Signature

_____

Date

_____

Dr. Richard Chamberlain
Health Director
The City of Laredo

Signature

_____

Date

_____

Appendix I

Business Associate Agreement

This BUSINESS ASSOCIATE AGREEMENT (the "BAA") is made and entered into as of 9/21/22 by and between The City of Laredo ("Covered Entity") and Simplifyance LLC ("Business Associate", in accordance with the meaning given to those terms at 45 CFR 164.501). In this BAA, Covered Entity and Business Associate are each a "Party" and, collectively, are the "Parties".

BACKGROUND

I. Covered Entity is either a "covered entity" or "business associate" of a covered entity as each are defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended by the HITECH Act (as defined below) and the related regulations promulgated by HHS (as defined below) (collectively, "HIPAA") and, as such, is required to comply with HIPAA's provisions regarding the confidentiality and privacy of Protected Health Information (as defined below);

II. The Parties have entered into or will enter into one or more agreements under which Business Associate provides or will provide certain specified services to Covered Entity (collectively, the "Agreement");

III. In providing services pursuant to the Agreement, Business Associate will have access to Protected Health Information;

IV. By providing the services pursuant to the Agreement, Business Associate will become a "business associate" of the Covered Entity as such term is defined under HIPAA;

V. Both Parties are committed to complying with all federal and state laws governing the confidentiality and privacy of health information, including, but not limited to, the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Part 160 and Part 164, Subparts A and E (collectively, the "Privacy Rule"); and

VI. Both Parties intend to protect the privacy and provide for the security of Protected Health Information disclosed to Business Associate pursuant to the terms of this Agreement, HIPAA and other applicable laws.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and the continued provision of PHI by Covered Entity to Business Associate under the Agreement in reliance on this BAA, the Parties agree as follows:

A. "Affiliate" means a subsidiary or affiliate of Covered Entity that is, or has been, considered a covered entity, as defined by HIPAA.
B. "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the Privacy Rule which compromises the security or privacy of the PHI, as defined in 45 CFR 164.402.
C. "Breach Notification Rule" means the portion of HIPAA set forth in Subpart D of 45 CFR Part 164.
D. "Data Aggregation" means, with respect to PHI created or received by Business Associate in its capacity as the "business associate" under HIPAA of Covered Entity, the combining of such PHI by Business Associate with the PHI received by Business Associate in its capacity as a business associate of one or more other "covered entity" under HIPAA, to permit data analyses that relate to the Health Care Operations (defined below) of the respective covered entities. The meaning of "data aggregation" in this BAA shall be consistent with the meaning given to that term in the Privacy Rule.
E. "Designated Record Set" has the meaning given to such term under the Privacy Rule, including 45 CFR 164.501.B.
F. "De-Identify" means to alter the PHI such that the resulting information meets the requirements described in 45 CFR 164.514(a) and (b).
G. "Electronic PHI" means any PHI maintained in or transmitted by electronic media as defined in 45 CFR 160.103.
H. "Health Care Operations" has the meaning given to that term in 45 CFR 164.501.
I. "HHS" means the U.S. Department of Health and Human Services.
J. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.
K. "Individual" has the same meaning given to that term in 45 CFR 164.501 and 160.130 and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
L. "Privacy Rule" means that portion of HIPAA set forth in 45 CFR Part 160 and Part 164, Subparts A and E.
M. "Protected Health Information" or "PHI" has the meaning given to the term "protected health information" in 45 CFR 164.501 and 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
N. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
O. "Security Rule" means the Security Standards for the Protection of Electronic Health Information provided in 45 CFR Part 160 & Part 164, Subparts A and C.
P. "Unsecured Protected Health Information" or "Unsecured PHI" means any "protected health information" as defined in 45 CFR 164.501 and 160.103 that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the HHS Secretary in the guidance issued pursuant to the HITECH Act and codified at 42 USC 17932(h).

2. Use and Disclosure of PHI.

A. Except as otherwise provided in this BAA, Business Associate may use or disclose PHI as reasonably necessary to provide the services described in the Agreement to Covered Entity, and to undertake other activities of Business Associate permitted or required of Business Associate by this BAA or as required by law.
B. Except as otherwise limited by this BAA or federal or state law, Covered Entity authorizes Business Associate to use the PHI in its possession for the proper management and administration of Business Associate's business and to carry out its legal responsibilities. Business Associate may disclose PHI for its proper management and administration, provided that (i) the disclosures are required by law; or (ii) Business Associate obtains, in writing, prior to making any disclosure to a third party (a) reasonable assurances from this third party that the PHI will be held confidential as provided under this BAA and used or further disclosed only as required by law or for the purpose for which it was disclosed to this third party and (b) an agreement from this third party to notify Business Associate immediately of any breaches of the confidentiality of the PHI, to the extent it has knowledge of the breach.
C. Business Associate will not use or disclose PHI in a manner other than as provided in this BAA, as permitted under the Privacy Rule, or as required by law. Business Associate will use or disclose PHI, to the extent practicable, as a limited data set or limited to the minimum necessary amount of PHI to carry out the intended purpose of the use or disclosure, in accordance with Section 13405(b) of the HITECH Act (codified at 42 USC 17935(b)) and any of the act's implementing regulations adopted by HHS, for each use or disclosure of PHI.
D. Upon request, Business Associate will make available to Covered Entity any of Covered Entity's PHI that Business Associate or any of its agents or subcontractors have in their possession.
E. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

3. Safeguards Against Misuse of PHI

Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as provided by the Agreement or this BAA and Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate agrees to take reasonable steps, including providing adequate training to its employees to ensure compliance with this BAA and to ensure that the actions or omissions of its employees or agents do not cause Business Associate to breach the terms of this BAA.

4. Reporting Disclosures of PHI and Security Incidents.

Business Associate will report to Covered Entity in writing any use or disclosure of PHI not provided for by this BAA of which it becomes aware, and Business Associate agrees to report to Covered Entity any Security Incident affecting Electronic PHI of Covered Entity of which it becomes aware. Business Associate agrees to report any such event within five business days of becoming aware of the event.

5. Reporting Breaches of Unsecured PHI.

Business Associate will notify Covered Entity in writing promptly upon the discovery of any Breach of Unsecured PHI in accordance with the requirements set forth in 45 CFR 164.410, but in no case later than 30 calendar days after discovery of a Breach. Business Associate will reimburse Covered Entity for any costs incurred by it in complying with the requirements of Subpart D of 45 CFR 164 that are imposed on Covered Entity as a result of a Breach committed by Business Associate.

6. Mitigation of Disclosures of PHI

Business Associate will take reasonable measures to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of any use or disclosure of PHI by Business Associate or its agents or subcontractors in violation of the requirements of this BAA.

7. Agreements with Agents or Subcontractors

Business Associate will ensure that any of its agents or subcontractors that have access to, or to which Business Associate provides, PHI agree in writing to the restrictions and conditions concerning uses and disclosures of PHI contained in this BAA and agree to implement reasonable and appropriate safeguards to protect any Electronic PHI that it creates, receives, maintains, or transmits on behalf of Business Associate or, through the Business Associate, Covered Entity. Business Associate shall notify Covered Entity, or upstream Business Associate, of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 1.M. of this BAA. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract by placement of such notice on the Business Associate's primary website. Business Associate shall ensure that all subcontracts and agreements provide the same level of privacy and security as this BAA.

8. Audit Report

Upon request, Business Associate will provide Covered Entity, or upstream Business Associate, with a copy of its most recent independent HIPAA compliance report, HITRUST certification or other mutually agreed upon independent standards based third party audit report. Covered entity agrees not to re-disclose Business Associate's audit report.

9. Access to PHI by Individuals

A. Upon request, Business Associate agrees to furnish Covered Entity with copies of the PHI maintained by Business Associate in a Designated Record Set in the time and manner designated by Covered Entity to enable Covered Entity to respond to an Individual's request for access to PHI under 45 CFR 164.524.
B. In the event any Individual or personal representative requests access to the Individual's PHI directly from Business Associate, Business Associate within ten business days, will forward that request to Covered Entity. Any disclosure of, or decision not to disclose, the PHI requested by an Individual or a personal representative and compliance with the requirements applicable to an Individual's right to obtain access to PHI shall be the sole responsibility of Covered Entity.

10. Amendment of PHI

A. Upon request and instruction from Covered Entity, Business Associate will amend PHI or a record about an Individual in a Designated Record Set that is maintained by, or otherwise within the possession of, Business Associate as directed by Covered Entity in accordance with procedures established by 45 CFR 164.526. Any request by Covered Entity to amend such information will be completed by Business Associate within 15 business days of Covered Entity's request.
B. In the event that any Individual requests that Business Associate amend such Individual's PHI or record in a Designated Record Set, Business Associate within ten business days will forward this request to Covered Entity. Any amendment of, or decision not to amend, the PHI or record as

requested by an Individual and compliance with the requirements applicable to an Individual's right to request an amendment of PHI will be the sole responsibility of Covered Entity.

11. Accounting of Disclosures

A. Business Associate will document any disclosures of PHI made by it to account for such disclosures as required by 45 CFR 164.528(a). Business Associate also will make available information related to such disclosures as would be required for Covered Entity to respond to a request for an accounting of disclosures in accordance with 45 CFR 164.528. At a minimum, Business Associate will furnish Covered Entity the following with respect to any covered disclosures by Business Associate: (i) the date of disclosure of PHI; (ii) the name of the entity or person who received PHI, and, if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure which includes the basis for such disclosure.
B. Business Associate will furnish to Covered Entity information collected in accordance with this Section 10, within ten business days after written request by Covered Entity, to permit Covered Entity to make an accounting of disclosures as required by 45 CFR 164.528, or in the event that Covered Entity elects to provide an Individual with a list of its business associates, Business Associate will provide an accounting of its disclosures of PHI upon request of the Individual, if and to the extent that such accounting is required under the HITECH Act or under HHS regulations adopted in connection with the HITECH Act.
C. In the event an Individual delivers the initial request for an accounting directly to Business Associate, Business Associate will within ten business days forward such request to Covered Entity.

12. Availability of Books and Records

Business Associate will make available its internal practices, books, agreements, records, and policies and procedures relating to the use and disclosure of PHI, upon request, to the Secretary of HHS for purposes of determining Covered Entity's and Business Associate's compliance with HIPAA, and this BAA.

13. Responsibilities of Covered Entity

With regard to the use and/or disclosure of Protected Health Information by Business Associate, Covered Entity agrees to:

A. Notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
B. Notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
C. Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
D. Except for data aggregation or management and administrative activities of Business Associate, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

14. Data Ownership

Business Associate's data stewardship does not confer data ownership rights on Business Associate with respect to any data shared with it under the Agreement, including any and all forms thereof.

15. Term and Termination

A. This BAA will become effective on the date first written above and will continue in effect until all obligations of the Parties have been met under the Agreement and under this BAA.
B. Covered Entity may terminate immediately this BAA, the Agreement, and any other related agreements if Covered Entity makes a determination that Business Associate has breached a material term of this BAA and Business Associate has failed to cure that material breach, to Covered Entity's reasonable satisfaction, within 30 days after written notice from Covered Entity. Covered Entity may report the problem to the Secretary of HHS if termination is not feasible.
C. If Business Associate determines that Covered Entity has breached a material term of this BAA, then Business Associate will provide Covered Entity with written notice of the existence of the breach and shall provide Covered Entity with 30 days to cure the breach. Covered Entity's failure to cure the breach within the 30-day period will be grounds for immediate termination of the Agreement and this BAA by Business Associate. Business Associate may report the breach to HHS.
D. Upon termination of the Agreement or this BAA for any reason, all PHI maintained by Business Associate will be returned to Covered Entity or destroyed by Business Associate. Business Associate will not retain any copies of such information. This provision will apply to PHI in the possession of Business Associate's agents and subcontractors. If return or destruction of the PHI is not feasible, in Business Associate's reasonable judgment, Business Associate will furnish Covered Entity with notification, in writing, of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of the PHI is infeasible, Business Associate will extend the protections of this BAA to such information for as long as Business Associate retains such information and will limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible. The Parties understand that this Section 14.D. will survive any termination of this BAA.

16. Effect of BAA

A. This BAA is a part of and subject to the terms of the Agreement, except that to the extent any terms of this BAA conflict with any term of the Agreement, the terms of this BAA will govern.
B. Except as expressly stated in this BAA or as provided by law, this BAA will not create any rights in favor of any third party.

17. Regulatory References.

A reference in this BAA to a section in HIPAA means the section as in effect or as amended at the time.

18. Notices

All notices, requests and demands or other communications to be given under this BAA to a Party will be made via either first class mail, registered or certified or express courier, or electronic mail to the Party's address given below:

A. If to Covered Entity, to:

The City of Laredo
2600 Cedar P.O. Box 2337
Laredo, TX 78044
Attn: Richard Chamberlain

B. If to Business Associate, to:

Simplifyance, LLC
11111 N. Scottsdale Rd Suite 235
Scottsdale, AZ 85254
Attn: Braden Smith
(602) 620-8839
bsmith@simplifyance.com

19. Amendments and Waiver

This BAA may not be modified, nor will any provision be waived or amended, except in writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

20. HITECH Act Compliance

The Parties acknowledge that the HITECH Act includes significant changes to the Privacy Rule and the Security Rule. The privacy subtitle of the HITECH Act sets forth provisions that significantly change the requirements for business associates and the agreements between business associates and covered entities under HIPAA and these changes may be further clarified in forthcoming regulations and guidance. Each Party agrees to comply with the applicable provisions of the HITECH Act and any HHS regulations issued with respect to the HITECH Act. The Parties also agree to negotiate in good faith to modify this BAA as reasonably necessary to comply with the HITECH Act and its regulations as they become effective but, in the event that the Parties are unable to reach agreement on such a modification, either Party will have the right to terminate this BAA upon 30 days' prior written notice to the other Party.

In light of the mutual agreement and understanding described above, the Parties execute this BAA as of the date first written above.

Parker Smith
CEO
Simplifyance LLC

11111 N. Scottsdale Rd. Suite 235
Scottsdale, AZ 85254

Dr. Richard Chamberlain
Health Director
The City of Laredo

Signature

_____

Date

_____

Signature

_____

Date

_____

City Council-Regular
Meeting Date: 10/17/2022
Initiated By: Rosario Cabello, Deputy City Manager
Staff Source: Richard A. Chamberlain, DrPH, MPH, RS, CHW, Health Director

SUBJECT

Authorizing the Interim City Manager to approve the required write-off for Charity Care Policy for the Health and Human Services Commission, Texas Ambulance Services Supplemental Payment Program in the estimated amount of $2,137,619.95 for dates of service from October 1, 2021, through September 30, 2022, as required by the adopted Charity Care Policy approved on September 16, 2019, for the City of Laredo to be eligible to receive an estimated revenue of $1,800,000.00 in charity care cost reimbursement. The exact reimbursement amount is contingent upon the state's reduction percentage that is applied. The effective date of this write-off is retoactive to September 30, 2022.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

On October 18, 2021, Council approved a motion for the write-off in the amount of $2,227,618.68 for the fiscal year 2021.

BACKGROUND

As required by the adopted Charity Care policy approved on September 16, 2019, the City of Laredo Fire Department is recommending an approximate write-off for charity care charges totaling $2,137,619.95 for the federal fiscal year 2022 Texas Ambulance Services Supplemental Payment Program (TASSPP) cost reporting period ending 9/30/2022. The effective date of this write-off is set for 9/30/2022. As participants of this charity care program under the Texas Ambulance Services Supplemental Payment Program (TASSPP), the city is eligible to receive estimated revenue of $1,800,000.00 in charity care cost reimbursement. The exact reimbursement amount is contingent upon the state's reduction percentage that is applied.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that Council approve Motion.

Information Services & Telecommunications 59.

City Council-Regular

Meeting Date: 10/17/2022

Initiated By: Rosario Cabello, Deputy City Manager
Initiated By: Rosario C. Cabello, Interim City Manager

Staff Source: Homero Vazquez-Garcia, I.S.T. Director

SUBJECT

Authorizing the Interim City Manager to enter into a one-year service agreement with Central Square Superion Public Sector, Lake Mary FL, in the amount of $235,572.26. The service agreement is for software enhancements and maintenance on the financial applications residing on the City's IBM iSeries computer system for the period of October 1, 2022 through September 30, 2023. Funding is available in the Information Technology Fund.

PREVIOUS COUNCIL ACTION

City Council, on October 2021, awarded a contract for $242,596.44 for a one-year service agreement.

BACKGROUND

The City of Laredo has owned the SunGard Financial Software and maintained a support service agreement for the past 30 years. The service agreement with SunGard Public Sector will provide continued software support 24 hour/seven day for nineteen applications operating on the city's iSeries computer system. The agreement includes software enhancements, error resolution, updated documentation and user support. Technical support is also available via phone and web support 24X7. These services are essential in maintaining the current level of service and support. The applications that will be covered are: Retrofit Modifications 6,400.00 Selectron Credit Card Interface 888.73 Work Orders/Facility Mgmt. 14,518.23 Executime Time Keeping Interface 1,008.21 Accounts Receivable 8,618.34 Bar Coding Financials Interface (Quatred) 2,533.40 Cash Receipts 6,049.27 Handheld Misc. Inv Interface 800.56 Asset Management 5,302.46 Quatred Hand held Miscellaneous Inventory 4,094.52 GMBA (Financial) 23,763.92 Cognos Naviline BI 2,429.32 Purchasing/Inventory 13,995.44 CryWolf Financial Interface 42.88 Payroll/Personnel 13,920.78 Tax Billing & Collections 26,213.50 Customer Info System (UT) 27,035.00 Land Management 6,348.00 Parking Tickets 7,677.34 Document Management Srv (DMS) 1,433.91 Building Permits 7,244.18 CIS Voice Response Interface (UT) 2,382.37 Naviline Remote Service Processing 52,871.90 Total $235,572.26

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends approval.

Fiscal Impact

Fiscal Year:	2023
Bugeted Y/N?:	Y
Source of Funds:	
Account #:	59555205135588
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

Attachments

CC-HTE

HTE Renewal

COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTION
10/17/2022	Authorizing the City Manager to enter into a one-year service agreement with Central Square Superion Public Sector, Lake Mary FL, for $235,572.26. The service agreement is for software enhancements and maintenance on the financial applications residing on the City's IBM iSeries computer system for the period of October 1, 2022 through September 30, 2023. Funding is available in the Information Technology Fund.

INITIATED BY:	STAFF SOURCE:
Rosario C. Cabello, Deputy City Manager	Homero Vazquez-Garcia, Information Services & Telecommunication Director

PREVIOUS COUNCIL ACTION:
City Council, on October 2021, awarded a contract for $242,596.44 for a one-year service agreement.

BACKGROUND:
The City of Laredo has owned the SunGard Financial Software and maintained a support service agreement for the past 30 years. The service agreement with SunGard Public Sector will provide continued software support 24 hour/seven day for nineteen applications operating on the city's iSeries computer system. The agreement includes software enhancements, error resolution, updated documentation and user support. Technical support is also available via phone and web support 24X7. These services are essential in maintaining the current level of service and support.

The applications that will be covered are:

Retrofit Modifications	6,400.00	Selectron Credit Card Interface	888.73
Work Orders/Facility Mgmt.	14,518.23	Executime Time Keeping Interface	1,008.21
Accounts Receivable	8,618.34	Bar Coding Financials Interface (Quatred)	2,533.40
Cash Receipts	6,049.27	Quatred Handheld Misc. Inv Interface	800.56
Asset Management	5,302.46	Quatred Hand held Miscellaneous Inventory	4,094.52
GMBA (Financial)	23,763.92	Cognos Naviline BI	2,429.32
Purchasing/Inventory	13,995.44	CryWolf Financial Interface	42.88
Payroll/Personnel	13,920.78		
Tax Billing & Collections	26,213.50		
Customer Info System (UT)	27,035.00		
Land Management	6,348.00		
Parking Tickets	7,677.34		
Document Management Srv (DMS)	1,433.91		
Building Permits	7,244.18		
CIS Voice Response Interface (UT)	2,382.37		
Naviline Remote Service Processing	52,871.90	**Total**	**$235,572.26**

FINANCIAL IMPACT:
The amount of $235,572.26 has been budgeted for software maintenance contracts in line item 595-5520-513-55.88.

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
	It is recommended that this action be authorized.

CENTRALSQUARE

Renewal Order prepared by:
Paola Ceballos
paola.ceballos@centralsquare.com

Renewal Order #: Q-98922
Start Date: October 1, 2022
End Date: September 30, 2023
Billing Frequency: Yearly
Subsidiary: Superion, LLC

Renewal Order prepared for:
Victor Martinez, Systems Analyst
City of Laredo
P.O. Box 210
Laredo, TX 78042
(956) 727-6510

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	Cognos BI: Administrator Annual Maintenance Fee	1	2,429.32 USD
2.	Distribution Services	1	0.00 USD
3.	Modifications Annual Maintenance Fee	64	6,400.00 USD
4.	NaviLine Accounts Receivable-Annual Maintenance Fee	1	8,618.34 USD
5.	NaviLine Building Permits Annual Maintenance Fee	1	7,244.18 USD
6.	NaviLine Cash Receipts-Annual Maintenance Fee	1	6,049.27 USD
7.	NaviLine CIS IVR Credit Card Interface-Generic Annual Maintenance Fee	1	888.73 USD
8.	NaviLine CIS Voice Response Interface-Generic Annual Maintenance Fee	1	2,382.37 USD
9.	NaviLine CryWolf Financial Interface-Annual Maintenance Fee - NSP	1	42.88 USD
10.	NaviLine Customer Information System Annual Maintenance Fee	1	27,035.00 USD
11.	NaviLine Document Management Services Annual Maintenance Fee	1	1,433.91 USD
12.	NaviLine Fixed Assets-Annual Maintenance Fee	1	5,302.46 USD
13.	NaviLine Global Financials Annual Maintenance Fee	1	0.00 USD
14.	NaviLine GMBA w/Extended Reporting Annual Maintenance Fee	1	23,763.92 USD
15.	NaviLine Land/Parcel Mgmt-Annual Maintenance Fee	1	6,348.00 USD

Renewal Order prepared by:
Paola Ceballos
paola.ceballos@centralsquare.com

16.	NaviLine Parking Tickets Annual Maintenance Fee	1	7,677.34 USD
17.	NaviLine Payroll/Personnel-Annual Maintenance Fee	1	13,920.78 USD
18.	NaviLine Purchasing/Inventory-Annual Maintenance Fee	1	13,995.44 USD
19.	NaviLine Quatred Mobile Bar Code Interface-Misc Inventory Annual Maintenance Fee - NSP	1	800.56 USD
20.	NaviLine QuatreD Mobile Bar Code Interface-PA Bundle Annual Maintenance Fee	1	2,533.40 USD
21.	NaviLine Remote Service Processing	1	52,871.90 USD
22.	NaviLine Tax Billing & Collections Annual Maintenance Fee	1	26,213.50 USD
23.	NaviLine Time & Attendance Interface-Generic Annual Maintenance Fee	1	1,008.21 USD
24.	Superion NaviLine User Interface	1	0.00 USD
25.	NaviLine Work Orders/Facility Management Annual Maintenance Fee	1	14,518.23 USD
26.	QuatreD QUICK Integration Software-Misc Inventory Annual Maintenance Fee	1	4,094.52 USD
27.	Technical Services - TS	1	0.00 USD

WHAT SERVICES ARE INCLUDED?

	DESCRIPTION	TOTAL
1.	NaviLine Remote Service Processing Cloud Setup Fee	0.00 USD

Renewal Order Total: 235,572.26 USD

Billing Information

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of $21.37656 will be shown as a Unit Price of $21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer. This is not an invoice.

Renewal Order prepared by:
Paola Ceballos
paola.ceballos@centralsquare.com

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the “Ship To” location provided by Customer on the Renewal Order Form.

Information Services & Telecommunications 60.

City Council-Regular

Meeting Date: 10/17/2022

Initiated By: Rosario Cabello, Deputy City Manager
Initiated By: Rosario C. Cabello, Deputy City Manager

Staff Source: Homero Vazquez-Garcia, I.S.T. Director

SUBJECT

Authorizing the Interim City Manager to enter into and execute a Memorandum of Agreement ("MOA"), attached hereto as exhibit A, between the South Texas Development Council ("STDC") and the City of Laredo for the Management of the South Texas Regional Radio System ("STRRS") and the Advance System Key ("ASK"). For a one (1) year term beginning October 1, 2022 at an annual fee of $40,000.00; Payable quarterly in four (4) equal payments of $10,000.00

PREVIOUS COUNCIL ACTION

This MOA has been approved by the City Council annually since 2011.

BACKGROUND

On November 1, 2021, City Council passed Motion #32, authorizing the City manager to enter into and execute a Memorandum of Understanding between STDC and the City of Laredo for the management of the STRRS and the ASK for one (1) year period for the same amount beginning October 1, 2021. The region represented by STDC includes Webb, Zapata, Jim Hogg and Starr Counties.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends approval.

Fiscal Impact

Fiscal Year:	2023
Bugeted Y/N?:	Y
Source of Funds:	
Account #:	595-0000-331-8086
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

Attachments

CC-STDC MOA
STDC MOA

COUNCIL COMMUNICATION

DATE: 10/17/2022	**SUBJECT: MOTION** Authorizing the City Manager to enter into and execute a Memorandum of Agreement ("MOA"), attached hereto as exhibit A, between the South Texas Development Council ("STDC") and the City of Laredo for the Management of the South Texas Regional Radio System ("STRRS") and the Advance System Key ("ASK"). For a one (1) year term beginning October 1, 2022 at an annual fee of $40,000.00; Payable quarterly in four (4) equal payments of $10,000.00

INITIATED BY: Rosario C. Cabello, Interim City Manager	**STAFF SOURCE:** Homero Vazquez-Garcia, Information Services & Telecommunications Director

PREVIOUS COUNCIL ACTION: This MOA has been approved by the City Council annually since 2011.

BACKGROUND:

On November 1, 2021, City Council passed Motion #32, authorizing the City manager to enter into and execute a Memorandum of Understanding between STDC and the City of Laredo for the management of the STRRS and the ASK for one (1) year period for the same amount beginning October 1, 2021.

The region represented by STDC includes Webb, Zapata, Jim Hogg and Starr Counties.

FINANCIAL IMPACT: The annual fee for the management of the STRRS will be $40,000.00

COMMITTEE RECOMMENDATION:	**STAFF RECOMMENDATION:** It is recommended that this action be authorized.

MEMORANDUM OF AGREEMENT (MOA)

BETWEEN THE SOUTH TEXAS DEVELOPMENT COUNCIL AND CITY OF LAREDO

FOR THE MANAGEMENT OF THE SOUTH TEXAS REGIONAL INTEROPERABLE RADIO COMMUNICATIONS TRUNKED SYSTEM AND ADVANCE SYSTEM KEY

THIS Memorandum of Agreement (MOA) is made between the South Texas Development Council (hereinafter STDC) and the City of Laredo (hereinafter Entity), both referred to as the "Parties".

RECITALS

WHEREAS, the Texas Statewide Communications Interoperability Plan (SCIP) and the South Texas Regional Interoperable Communications Plan ("RICP") state that a Region shall develop governance structures which will provide oversight for the development and implementation of the South Texas Regional Interoperable P-25 VHF Radio Communications System; and

WHEREAS the Parties agree that it is in the best interest of the community to execute a Memorandum of Agreement (MOA) to establish and implement the management of the South Texas Regional Interoperable Radio Communications Trunked System and Advance System Key; and

WHEREAS the Parties agree that the South Texas Homeland Security Advisory Committee ("HSAC") is to provide advice and recommendations in the use and appropriation of funds, including money from relevant federal homeland security grants for the purposes of planning, funding, construction, implementation, expansion, operation, management and maintenance of the South Texas Regional Interoperable P-25 VHF Radio Communications System that provides interoperability between local, state, and federal agencies and first responders in the South Texas Region and in the formation, if necessary, of a regional communication system governing body;

WHEREAS the South Texas Regional Interoperable P-25 VHF Radio Communications System will be connected to the City of Austin System Master Site; and

WHEREAS the Parties agree to execute this MOA with the City of Laredo to carry out the tasks defined in the Scope of Work (SOW) being services and technical support as deemed necessary; and

NOW THEREFORE, IN CONSIDERATION of the mutual agreements and covenants contained herein, it is agreed as follows:

1. **Establishment of a Memorandum of Agreement. T**he recitals hereinabove are true and correct and incorporated herein, and there is hereby established the South Texas Regional Radio Communications System Key Manager, for the purpose as described below and subject to the terms and conditions herein.

2. **Purpose.** The purpose of this MOA is to allow the Parties to form a management structure to oversee, implement, and maintain the South Texas Regional Radio Communications Trunked System and Advance System Key for the Texas Regional Interoperable P-25 VHF Radio Communications System.

3. **Scope of Work (SOW).** Except as limited by federal, state, and local laws, regulations, codes, or ordinances of the Entity, Entity shall perform the following functions herein considered as Scope of Work (SOW) activities accepted and approved by both parties within this MOA to be performed by Entity for compensation by STDC:

    1. Managing of the fleet mapping (Templates, Talk Groups and ID's) of the South Texas Regional Interoperable P-25 VHF Radio Communications System
    2. Provide technical assistance and coordination on upgrades or additions to the infrastructure of tower site radio communication equipment.
    3. Maintain an updated subscriber inventory.
    4. Creation of new templates.
    5. Programming of new subscriber radios.
    6. Alteration of talk groups.
    7. Creation of new talk groups.
    8. Add and delete new talk groups.
    9. Add and delete subscribers
    10. Turn subscribers "off" and "on".
    11. Inhibit subscribers.
    12. Travel as needed throughout the South Texas Region to address management related issues and meetings, including the various HSAC program related committee meetings.
    13. Assist and provide support to STDC in relation to radio communications and interoperability functions with the South Texas Region as needed.

4. **Term.** The term of this contract shall be for a one (1) year period beginning on October 1, 2022 and ending on September 30, 2023, unless terminated earlier as provided for herein Section 5.

The parties agree that the South Texas Homeland Security Advisory Committee (HSAC), STDC, Entity or other Communication Governance Structure formed will annually review the effectiveness of this

Agreement and outcomes of such review may be considered in the renewal process in the establishment of a subsequent MOA between STDC and Entity or any given successor at the time.

5. **Termination**. This MOA may be terminated by either party hereto, for its convenience, on thirty (30) days written notice from the terminating party to the non-terminating party.

6. **Compensation and Travel.** STDC shall pay Entity a total of FORTY THOUSAND DOLLARS ($40,000.00) as compensation for the services to be performed including travel, in the performance of services under this MOA. Compensation by STDC to the City of Laredo shall be made on a quarterly basis with four equal payments of TEN THOUSAND DOLLARS ($10,000.00) to be made at the end of first quarter after the effective date and each subsequent quarter thereafter which begins October 1st and ends September 30th. Invoices shall contain monthly reports that include activities performed during the billing period.

   The City of Laredo shall ensure that travel costs are in accordance with State of Texas and or GSA approved rates.

7. **Financing and Current Revenues.** Execution of this MOA is in accordance with the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each party's monetary obligations, if any, under this MOA are payable only and solely from the current grant revenues appropriated and available for the performance of such obligations. Execution of this contract and compensation thereof is subject to availability of Homeland Security Program funds.

8. **Property and Ownership.** This MOA does not transfer or alter any ownership rights to any individual tower site within the region or the STDC.

9. **Release.** To the extent permitted by the Constitution and laws of the State of Texas, STDC releases Entity from and waives any claim, loss, expense, or damage occurring to the Radio System including but not limited to radio consoles, system management terminals, equipment, cables, wiring, software, occurring in the course and scope of the Entity's operation of the GATRRS and Master Site, excepting only such claims, losses, expenses or damages that are caused by the willful misconduct of gross negligence of the Entity or Entity's Personnel.

10. **General Provisions.** This Agreement contains all of the Agreements of the parties with respect to any matter covered or mentioned in this MOA, and no prior Agreement shall be effective for any purpose. No provisions of the MOA may be amended or modified except by written agreement signed by the Parties.

11. **Limitation of Liability**. In no event shall the parties to this MOA be liable to the other party for any special, consequential, incidental or punitive damages on any claim arising out of or concerning this Agreement.

12. **Indemnity.** To the extent permitted by the laws and Constitution of the State of Texas STDC shall indemnify and hold harmless Entity and Entity's officers, agents, employees, and assigns from all suits, actions, or other claims of any character brought for or on account of injury to a person or property arising under this agreement.

13. **Force Majeure.** Neither party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while and to the extent such default or delay is caused by acts of God, unusual weather conditions, fire, riots, sabotage, acts of domestic or foreign terrorism, or any other cause beyond the reasonable control of such Party ("Force Majeure"). Force Majeure does not include economic or market conditions, which affect a party's cost, but not its ability to perform. The party invoking Force Majeure shall give prompt, timely and adequate notice to the other party, by facsimile transmission or telephone confirmed promptly thereafter in writing and shall use due diligence to remedy the event of Force Majeure, as soon as reasonably possible. In the event of default or delay in Agreement performance due to any of the foregoing causes, then the time for completion of the services will be extended by a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

14. **Independent Contractor**. This MOA shall not be construed as creating an employer/employee relationship, partnership, joint enterprise, or a joint venture between the parties. STDC and Entity are independent contractors. Entity agrees and understands that the MOA does not grant to Entity or Entity employees any rights or privileges established for employees of the City.

15. **Survival of Obligations**. All provisions of this MOA that impose continuing obligations on the parties, including but not limited to indemnity, confidentiality, and release shall survive the expiration or termination of this Agreement.

16. **Designation of Project Managers**. The Entity designates **Juan C. Pruneda** as Project Manager or his successor in office. Entity has, within its sole discretion the right to designate or re-designate the Project Manager at any time it so deems appropriate. The Entity's Project Manager represents the interests of the City of Laredo during the term of this MOA and is the designated point of contact for the Entity. The STDC Project Manager is **Lupita Trinidad-Ramos, Public Safety Planner III**, or her successor in office. The STDC Project Manager represents the interests of the STDC region during the term of this MOA and is the designated point of contact for the project management of the system.

17. **Severability.** Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

18. **Prohibition against Assignment.** There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto.

19. **Law of Texas.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in Webb County, Texas.

20. **Notices.** All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty-eight (48) hours after mailed to each party by certified mail, return receipt requested, or postage prepaid.

To Entity:	To STDC:
City of Laredo	
Attention: Juan C. Pruneda	Lupita Trinidad-Ramos
South Texas Regional Radio Communications	Public Safety Planner III
System Key Manager	South Texas Development Council (STDC)
_____	P.O. Box 2187
Laredo, Texas 78040	Laredo, Texas 78044

With a copy to: City
of Laredo

Attention: Homero Vasquez-Garcia
Director

Information Services & Telecommunications Laredo,
Texas 78040

21. **Entire Agreement.** This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No other prior agreement or

understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless signed by both parties and attached hereto and/or embodied herein.

22. **Amendment.** Entity has prior authorization to conduct changes for less than 10% of the total budget under this agreement between Travel and related Scope of Work (SOW) total cost. Entity must submit a formal budget amendment request to STDC for budget changes that result in greater than 10% of the Entity's total approved budgets as represented in this agreement.

23. **Confidentiality.** Any confidential information provided to or developed by the Parties in the performance of this Agreement shall be kept confidential, unless otherwise provided by law, and shall not be made available to any individual or organization without the prior written approval of the Parties.

24. **Headings.** The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.

25. **Waiver.** The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

26. **Counterparts.** This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.

27. **Terminology and Definitions.** All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

28. **Rule of Construction.** The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this agreement or any amendments or exhibits hereto.

29. **Immunity.** The Entity does not waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, council members, officers, employees and agents as a result of the execution of this Agreement and performance of the functions and obligations described herein.

30. **Legal Compliance.** The parties hereto agree to comply fully with all applicable federal, state and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this agreement. In the event that any of the parties hereto are required by law or regulation to perform any act inconsistent with this agreement, or to cease performing any act required by this agreement, this agreement shall be deemed to have been modified to conform to the requirements of such law, regulation or rule.

31. **Debarment.** As required by Executive Order 12549, Debarment and Suspension, and Implementation at 28C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510 (Federal Certification), the Entity certifies that it and its principals and vendors:

32-1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court or voluntary excluded from covered transactions by any Federal department or agency; access to debarment information can be made by going to www.epls.gov and the State Debarred Vendor List http://www.window.state.tx.us., or http://www.window.state.tx.us/procurement/prog/vendor performance/debarred;

32-2. Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery bribery, falsification or destruction of records making false statements, or receiving stolen property;

32-3. Are not presently indicted for or otherwise civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses in paragraph 31-2 of this Agreement; and

32-4. Have not within a three-year period preceding this agreement had one or more public transaction (Federal, State, or local) terminated for cause or default; and

31-5. Where the Entity is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this agreement.

IN WITNESS WHEREOF, the City of Laredo acting by and through its designated City Manager, and the South Texas Development Council, acting by and through its Executive Director, have executed this agreement in duplicate originals, each of equal dignity.

CITY OF LAREDO

Rosario C. Cabello

Deputy City Manager

Date: _____

SOUTH TEXAS DEVELOPMENT COUNCIL

Juan E. Rodriguez

Executive Director

Date: 10/5/2022

ATTEST:

Jose A. Valdez Jr.

City Secretary

APPROVED AS TO FORM:

Doanh T. Nguyen

City Attorney

Information Services & Telecommunications 61.

City Council-Regular

Meeting Date: 10/17/2022

Initiated By: Rosario Cabello, Deputy City Manager
Initiated By: Rosario Cabello, Interim City Manager

Staff Source: Homero Vasquez-Garcia, IT Department Director; Jose F. Castillo, Acting Finance Director; Miguel A. Pescador, Purchasing Agent

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SUBJECT

Consideration to authorize the use of State of Texas, Department of Information Resources (DIR) Cooperative Purchase contracts for FY2023 to purchase computers, computer hardware, computer software, telecommunications and other goods and services offered through DIR Cooperative Purchase contracts. Due to fiscal year-round (as needed) cumulative DIR contract vendor purchases, the city exceeds the $50,000.00 purchase limits, which require City Council approval; the following are DIR Co-op Vendors and estimated annual purchase amounts:

DELL Computers USA - $810,000.00
Computer Solutions - $650,000.00
Verizon - $450,000.00
AT&T - $475,000.00
SHI Government Solutions - $410,000.00
CDG Government - $375,000.00

The City is a member of the State of Texas - Texas Procurement and Support Services (TPASS) Cooperative Purchasing Program which allows the City of Laredo to take advantage of approved state contracts. Funding for cooperative purchases contracts and services are available in the respective departmental budgets.

VENDOR INFORMATION FOR COMMITTEE AGENDA

NONE.

PREVIOUS COUNCIL ACTION

The City of Laredo is a member of the State of Texas - Texas Procurement and Support Services (TPASS) Cooperative Purchasing Program and has authorized the purchase of computer and computer equipment through DIR Cooperative Purchase contract.

BACKGROUND

The State of Texas, Department of Information Resources (DIR) Cooperative Purchasing Program allows municipalities to take advantage of the contract pricing for personal computer hardware and software. Contract pricing is available from major manufacturers of personal computers such as DELL, Apple; also available are mobile, data and other IT related services to include: Verizon, AT&T, Spectrum and Toshiba. The City shall purchase such items as needed for operations and based on budget availability.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this motion be approved.

Fiscal Impact

Fiscal Year:	2023
Bugeted Y/N?:	Y
Source of Funds:	
Account #:	
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Funding for cooperative purchase contacts and services is available in the respective departments budgets.

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

DIR Contract

DIR Council Approval 1.19.2021

DIR-CTS-CSA-D60-103

Agency # D60

Department of Information Resources
Communications Technology Services Division
Service Agreement

This service agreement is between the Department of Information Resources/Communications Technology Services Division (DIR/CTS) and the Customer. It is the intent of the parties to comply with the provisions of Texas Government Code Chapter 771, Interagency Cooperative Act and/or Chapter 791 Interlocal Cooperation Act as applicable, and Title 10, Subtitle D, Chapter 2170, Telecommunication Services, Texas Government Code.

I. DIR/CTS Responsibilities

1.1 DIR/CTS agrees to provide Customer with connectivity through various transmission methods to the TEX-AN network for specific communications services including, but not limited to, video, voice, routed data, Internet and/or equipment (hereinafter "services").

1.2 DIR/CTS will assist and advise the Customer in determining the best and most economical usage of the services.

1.3 DIR/CTS will bill monthly for services, as required and respond to inquiries regarding Customer's bill. DIR/CTS shall commence billing for services as they are provisioned.

II. Customer Responsibilities

2.1 Customer shall comply with the DIR rules applicable to the Communications Technology Services Division, 1 TAC Chapter 207, as the same may be amended from time to time.

2.2 Customer has the responsibility to cooperate and coordinate with DIR/CTS so as to avoid delaying DIR/CTS in the provisioning of and billing for ordered services. Specifically, it is the Customer's responsibility to designate, in a timely manner; the types of service desired and provide DIR/CTS with information which may affect technical, logistical, engineering, or equipment aspects of service delivery. The Customer is exclusively responsible for any equipment added to their premises for connectivity to TEXAN services. Customer shall keep DIR/CTS promptly informed of its billing contact, address, telephone numbers, eligibility status and technical contact, and changes to any of the foregoing. Customer understands and agrees that its failure to timely perform its duties, which delay DIR/CTS in the delivery of ordered services, is not a condition of Force Majeure.

2.3 Payments will be made in full within 30 days of notification that the TEX-AN invoice is available for retrieval from DIR/CTS's secured website. Customer represents that it possesses sufficient current revenues to satisfy the timely payment of goods and services provided by DIR/CTS hereunder. In all events, Customer shall be billed for and shall pay in a timely manner for all services actually ordered and received up through the effective date of termination of services. Customer agrees it has no rights to set off against bills received from DIR/CTS. Customer's covenant to pay survives termination of this Service Agreement.

2.4 Customer is exclusively responsible for the operation and security of its premise equipment. The risk of toll fraud or other unauthorized use of its premise equipment rests with the Customer. Customer accepts this risk and understands that it shall be solely responsible to pay all charges, which may result from toll fraud or unauthorized use of its premise equipment. Customer hereby releases and waives any

claim it may have now or in the future against DIR/CTS for the payment of charges arising from toll fraud or other unauthorized use on its premise equipment.

2.5 Customer is a qualified entity to receive goods and services from DIR/CTS. Services will terminate without liability to DIR/CTS should Customer's eligibility status change during the term of this Service Agreement.

III. Term

The term of this Service Agreement begins on the date of the last party to sign and is in effect until all services are terminated or the Service Agreement is terminated in accordance with Article V hereof.

Please note that service terms may differ from vendor to vendor and from services to service and these terms are reflected on the services order forms.

IV. Billing

4.1 DIR/CTS's first month's billing for any circuits provisioned will commence on the date provisioning is completed.

4.2 DIR/CTS will cease billing circuits on the date disconnection is completed.

4.3 All other services shall be billed on an usage basis from the first date of actual service until the service is disconnected.

4.4 In compliance with Title I, Chapter 207, Rule number 207.11, of the Texas Administrative Code: customer's billing dispute timing and payment obligations shall track those found in the Prompt Payment Act, Chapter 2251, Texas Government Code.

V. Termination and Amendments

5.1 DIR/CTS may provide notice of intent to terminate this Service Agreement for convenience by sending a written statement to that effect, which shall be received by Customer no less than thirty (30) days prior to the Effective Date of termination. DIR/CTS may terminate any Service Agreement for cause, with an immediate Effective Date, by issuing written notice to Customer, upon failure of Customer to make timely payment of bills. In addition to termination of services, DIR/CTS may notify the State Comptroller of Public Accounts (CPA) Office of the Customer's debt to the state and request the Customer be placed on the Payments on Hold List until payment for services is received.

5.2 A Customer may provide notice of intent to terminate this Service Agreement for convenience by sending a written statement to that effect, which shall be received by DIR/CTS no less than thirty (30) days prior to the Effective Date of termination. A Customer request to change a service shall not take effect until Customer provides written notice to DIR/CTS of any changes to ordered services. If DIR/CTS does not receive written notification, the Customer will continue to be billed monthly until proper notification is received. No written termination notice shall be effective prior to the expiration of thirty (30) days after receipt by DIR/CTS.

5.3 Amendments to this Service Agreement shall only be effective upon execution of an instrument in writing by authorized representatives of DIR/CTS and the Customer.

VI. Other Conditions of Service

6.1 Service rates are subject to change by DIR/CTS upon 30-days written notice to Customer.

6.2 No conflicting terms or conditions found in Customer orders or forms shall become a part of this Service Agreement.

6.3 If service and/or communications projects are canceled at any time prior to completion, Customer shall be responsible for all actual costs incurred by DIR/CTS up to the date of cancellation. DIR/CTS will bill the Customer for these costs. Customer's covenant to pay shall survive the cancellation of a project.

6.4 DIR/CTS relies on third party contractors for the fulfillment of services contracted for hereunder. Therefore, DIR/CTS makes no independent warranties or guarantees, express or implied, regarding said services.

6.5 The following terms have the meaning indicated for purposes of this Service Agreement:

"Force Majeure" means the parties' performance under this Service Agreement shall be adjusted or suspended by mutual agreement to the extent performance is beyond the reasonable control of the parties for reasons including, but not limited to: strikes, work stoppages, fire, water, flood, lightning, government action, acts of God or public enemy, delays of power company, local exchange company, or other carrier. Failure of Customer to coordinate and cooperate so as to delay DIR/CTS is not an event of Force Majeure. In the event of Force Majeure, the sole and exclusive remedy to the party suffering the delay shall be an equivalent extension of the time for performance. The parties shall document to one another the onset of events of Force Majeure within three days of their onset.

"Provision" and "provisioning" means DIR/CTS has acquired, arranged for or provided at the Customer's site, the equipment, supplies or other items necessary to provide the ordered service(s), but does not mean the actual act(s) of turning up the ordered service(s).

VII. Customer Service Resources

Customer Service Resources may be found at http://www.dir.texas.gov/cts/Pages/cts.aspx . Inquiries regarding this Service Agreement may be directed to DIR, Service Fulfillment on 877-472-4848, option 4 or 512-463-7800.

DIR-CTS-CSA-060-103

Customer hereby agrees to the terms and conditions of this Service Agreement; represents that the official executing this Service Agreement is authorized to bind the Customer to its terms; and that Customer has completed all of its internal processes to make this a binding undertaking on the part of Customer.

CUSTOMER: City of Laredo

BY: _____

NAME: Carlos R. Villarreal

TITLE: City Manager

DATE: 10/22/13

DEPARTMENT OF INFORMATION RESOURCES

BY: _____

NAME: John Hoffman

TITLE: Director, Communications Technology Services

DATE: 12/4/13

Office of General Counsel 12-3-13

City Council-Regular

Meeting Date: 01/19/2021

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Homero Vasquez-Garcia, IT Department Director; Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to authorize the use of State of Texas, Department of Information Resources (DIR) Cooperative Purchase contracts to purchase computers, computer hardware, computer software, telecommunications and other goods and services offered through DIR Cooperative Purchase contracts. Due to year-round (as needed) cumulative DIR contract vendor purchases, the city exceeds the $50,000.00 purchase limits, which require City Council approval; the following are DIR Co-op Vendors and estimated annual purchase amounts:

Dell Computers USA	$810,000.00
Computer Solutions	$650,000.00
Verizon	$450,000.00
AT&T	$475,000.00
SHI Government Solutions	$410,000.00
CDG Government	$375,000.00

The City is a member of the State of Texas - Texas Procurement and Support Services (TPASS) Cooperative Purchasing Program which allows the City of Laredo to take advantage of approved State contracts. Funding for Cooperative Purchase contracts and services are available in the respective departmental budgets.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

The City of Laredo is a member of the State of Texas - Texas Procurement and Support Services (TPASS) Cooperative Purchasing Program and has authorized the purchase of computer and computer equipment through DIR Cooperative Purchase contract.

BACKGROUND

The State of Texas, Department of Information Resources (DIR) Cooperative Purchasing Program allows municipalities to take advantage of the contract pricing for personal computer hardware and software. Contract pricing is available from major manufacturers of personal computers such as Dell, Apple; also available are mobile, data and other IT related services to include: Verizon, AT&T, Spectrum and Toshiba. The City shall purchase such items as needed for operations and based on budget availability.

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

It is recommended that this motion be approved.

Fiscal Impact

Fiscal Year:	2021
Bugeted Y/N?:	Y
Source of Funds:	
Account #:	
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Funding for cooperative purchase contracts and services is available in the respective department budgets.

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

Council Comm 04.06.2020

DIR Contract

City Council-Regular
Meeting Date: 10/17/2022
Initiated By: Riazul Mia, Assistant City Manager
Initiated By: Council

Staff Source: Orlando D. Navarro

SUBJECT

Authorizing the Interim City Manager to award and execute a professional services contract in the amount of $70,535.00 to Able City, LLC for consulting services to develop the Del Mar Boulevard "Main Street District" Overlay study intended to provide: existing conditions assessment, community outreach, economic benefits analysis, draft implementation ordinance, prioritized short, mid and long term improvement recommendations, and planning level cost estimates for improvements for that portion of Del Mar Boulevard, from McPherson Drive to Fenwick Drive. Funding is available in the General Fund.

PREVIOUS COUNCIL ACTION

- On February 7th, 2022, Council directed staff to seek professional services for the development of the project.
- On July 18, 2022, Council authorized the selection of Able City, LLC and initiation of negotiations for contract FY22-056 Del Mar Overlay District project.

BACKGROUND

On February 7th, 2022, Council directed staff to seek professional services for the development of the project.

Study Purpose

The purpose of the study is to provide an assessment and recommendations to guide the progress of the incremental redevelopment of that portion of Del Mar Boulevard that lies between McPherson Drive and Fenwick Drive. (see attached map) There has been interest in potential non-residential/commercial development in this area, however the current zoning regulations, and future land use guidelines discourage non-residential type development. The project will provide: assessment of current existing physical and regulatory conditions, and provide prioritized improvement and regulatory change recommendations to allow for the redevelopment of the corridor.

Project Work tasks include: (see attached Scope of Work)

- Existing Conditions and Regulatory Review
- Community Outreach - throughout the life of the project

- Economic Benefits Analysis
- Future Traffic Demands Analysis
- Future Land Use/Zoning Map/Buffering/Regulatory change/ROW/ and Landscaping recommendations
- Draft Enabling Ordinance
- Council Workshop/presentation

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends approval.

Fiscal Impact

Fiscal Year:	2023
Bugeted Y/N?:	Y
Source of Funds:	General Fund
Account #:	101-9810-593-5526
Change Order: Exceeds 25% Y/N:	

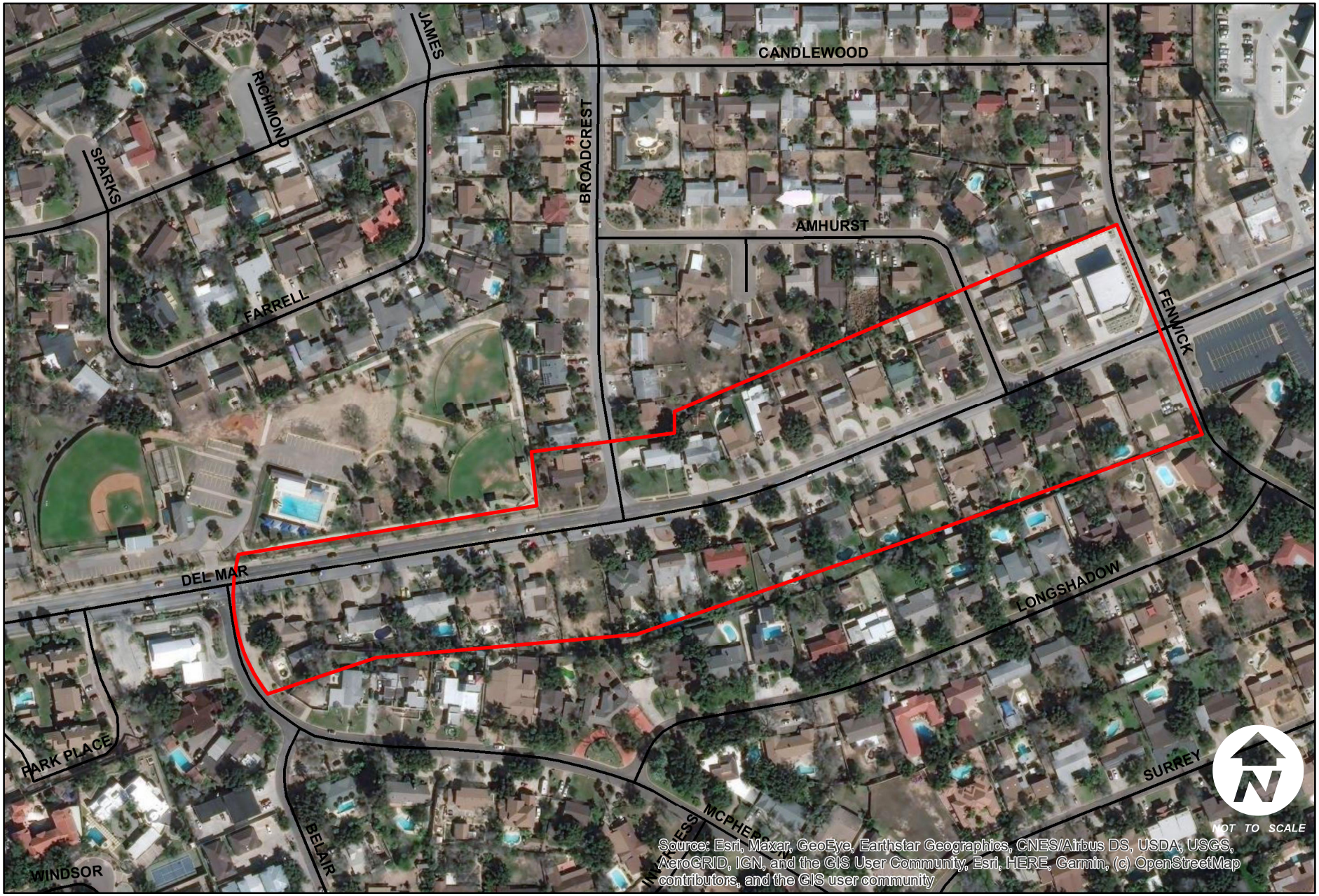
FINANCIAL IMPACT:

Funding is available in General Fund account 101-9810-593-5526.

Attachments

MAPS
Contract
SCOPE OF WORK/FEE
SCHEDULE
RFQ- RESPONSE - ABLE CITY

Del Mar - Project Boundary Map

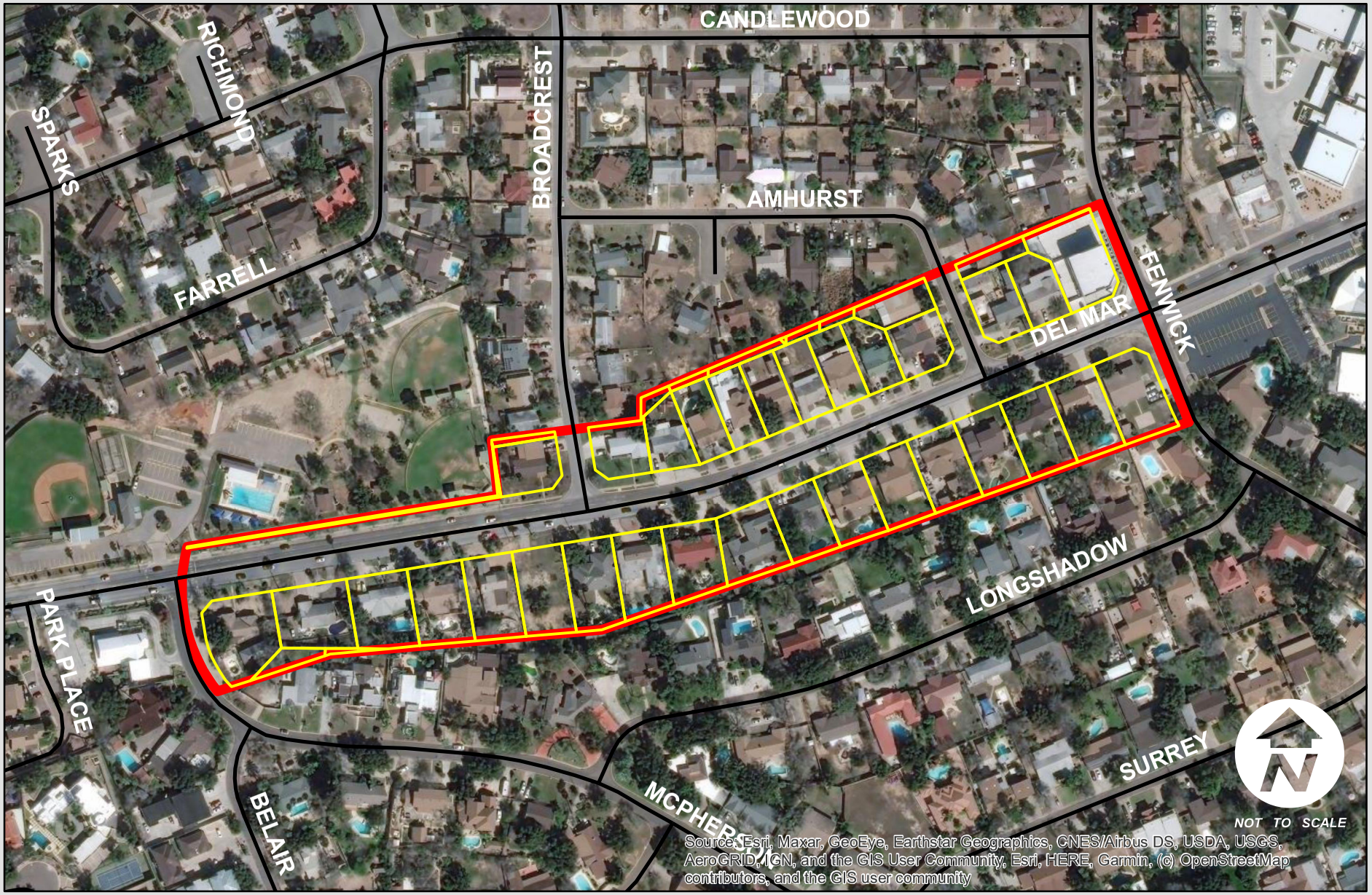


1 inch = 250 feet

Project Boundary

Streets

Del Mar - Poject Boundary Map

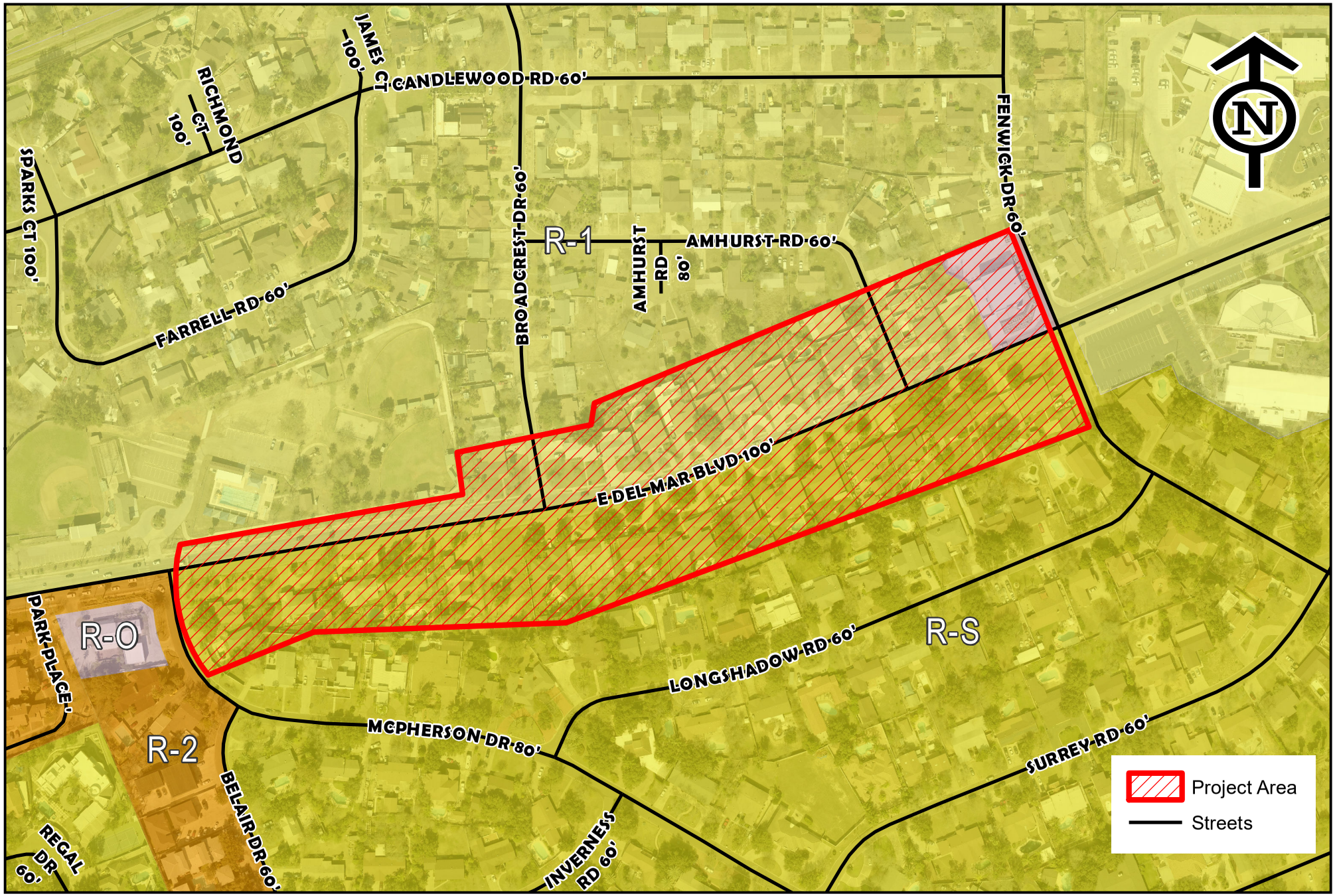


1 inch = 250 feet

- Project Boundary
- Streets
- Lots

Date: 7/18/2022

Del Mar - Project Zoning Map



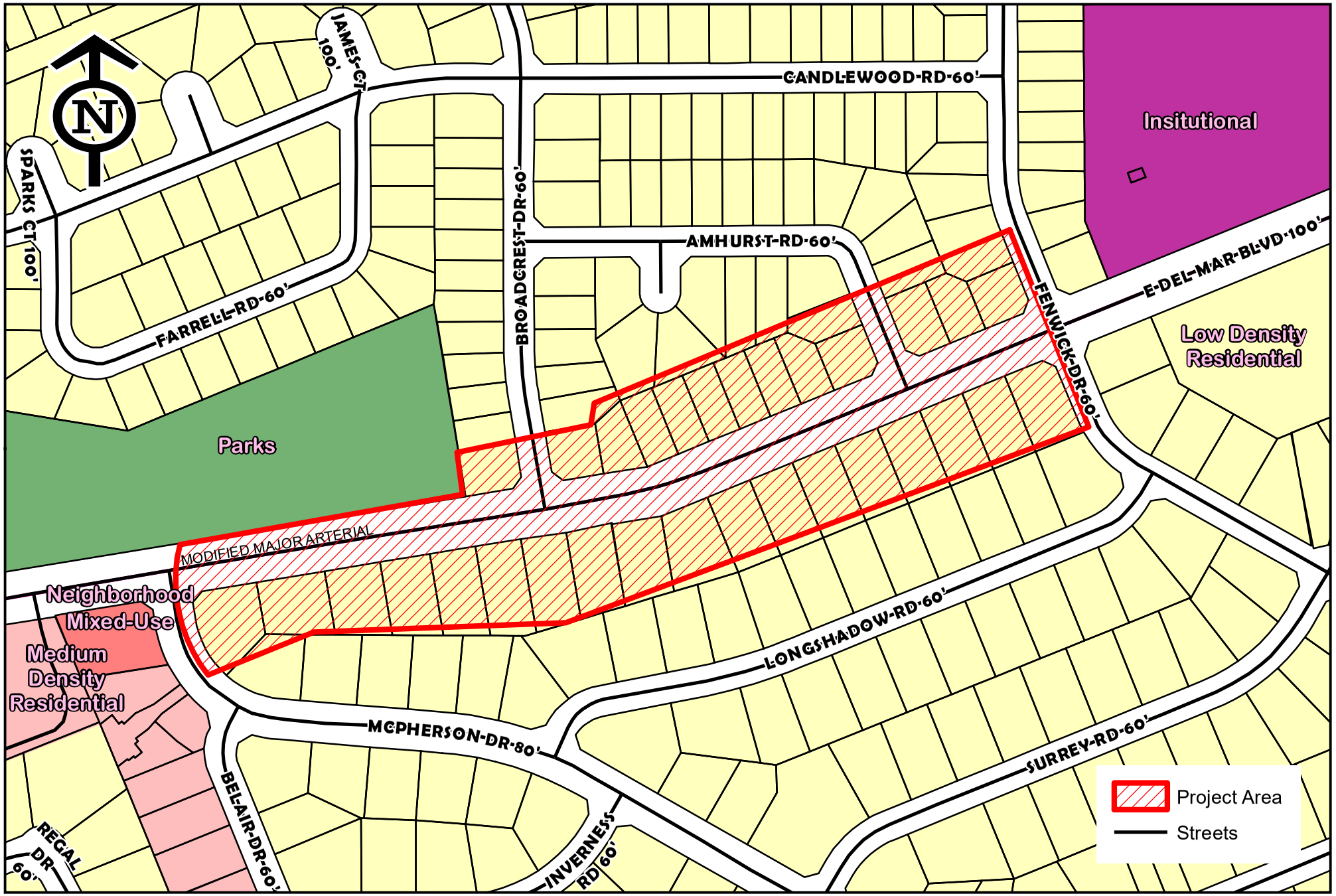
City of Laredo Planning Department
1413 Houston Street
Laredo, Texas 78040

DISCLAIMER
The information provided in this map submited to, gathered by and/or developed by the City of Laredo from various sources. Geographic Information has a high probability of becoming outdated from the time it is collected and therefore, at-presentground conditions should be assessed to determine the accuracy of provided information. The city of Laredo assumes no liability for any decisions made or actions taken or no taken by the user of this data in reliance upon any data furnished herewith. The use of this data indicates your unconditional acceptance of all risks associated with the use of this data.

1 inch = 250 feet

Date: 7/18/2022

Del Mar - Project Future Landuse Map



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1 inch = 250 feet

PROFESSIONAL SERVICES CONTRACT

STATE OF TEXAS

Agenda Item: October 17, 2022

COUNTY OF WEBB

CITY OF LAREDO

Contract for Development of the Del Mar Boulevard "Mainstreet District" Overlay Study

Project Name: Del Mar Boulevard "Mainstreet District" Overlay Project

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 **Able City, LLC** hereinafter termed "CONSULTANT," a professional firm duly licensed and practicing under the laws of the State of Texas, said Contract being executed by the CITY pursuant to the City Charter and Ordinances and Resolutions of the City Council and by said CONSULTANT for professional services hereinafter set forth in connection with the above designated project for the City of Laredo.

I. The CONSULTANT shall NOT commence work on this proposed Project until he has been thoroughly briefed on the scope of this Project and has been notified in writing to proceed.

The CONSULTANT, in consideration for the compensation herein provided, shall render the professional services necessary for the development of the Project to final completion, per **Attachment "A" Production Schedule** including designs, reports, and special and general conditions or instructions, as acceptable to the CITY, or its duly authorized representative, subject to all other provisions of this Contract.

The CONSULTANT shall be represented by a registered professional licensed to practice in the State of Texas at any review meetings where specifically requested by the CITY, which may include but not limited to scope of services meetings, staff review meetings, and meetings for acceptance of the project, and for permits subject to the approval of municipal, State, and federal agencies, where applicable. All Plans submitted for review shall bear the seal of a registered professional, as required.

II. Basic Services:

The CONSULTANT shall perform his obligations and Basic Services necessary for the development of the project as described, but not limited to, in **Attachment "B" 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.

Services provided by the Consultant under this Agreement will be performed in a manner

consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (the Standard).

III. Personnel:

The CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the services for which it is responsible under this contract. Such personnel will not be employees of the CITY.

IV. Period of Performance:

Contract time is as identified in (Attachment "A").

If upon review of the work, corrections, modifications and/or alterations are required of the CONSULTANT, these items shall be completed by the CONSULTANT before the work is approved. However, the CITY shall authorize extensions of the time should there be delays due to reasons beyond the control of the CONSULTANT. Such time extensions shall be equivalent to the amounts of delays incurred. Review time by the CITY will not be charged against CONSULTANT's contract time.

In the performance of the various phases of this contract the CONSULTANT shall contact the various utility coordinators for request of the most current available utility records; and the CITY and other governmental entities for particular or peculiar problems which may arise.

The CONSULTANT shall not be liable or responsible for any delays due to strikes, riots, acts of God, national emergency, acts of the public enemy, governmental restrictions, laws, or regulations, or any other causes beyond the CONSULTANT's reasonable control. Within thirty (30) days from the occurrence of any event for which time for performance by CONSULTANT should be significantly extended under this provision, CONSULTANT may give written notice thereof to the CITY stating the reason for such extension and the actual or estimated time thereof.

This contract shall remain in force for a period which may reasonably be required for the completion of the project, including any extra work and required extensions thereto, unless discontinued as provided for elsewhere in this contract.

The CONSULTANT shall furnish upon completion of the work herein described in the "Scope of Services" a complete set of plans, specifications and / or reports for the project (hard copy and pdf format) for distribution by the City of Laredo.

V. Compensation and Payment:

The CITY shall pay CONSULTANT for the performance of services as out-lined in this Contract, a fee computed on the basis of an hourly billing rate for all of the

CONSULTANT's personnel engaged on the work, plus reimbursable expenses. The hourly billing rates shall be in accordance with the billing schedule in **ATTACHMENT "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 Seventy thousand, five hundred thirty-five dollars and zero cents**($ 70,535)** will not be exceeded without written authorization by the CITY. Said fee will include payroll costs and direct non-labor expenses. **See Attachment "C" for compensation.**

Monthly billings on duly certified work, which is work certified for payment to employer and principles, and expense evidenced by invoices for work performed during the preceding four-week accounting period will be submitted to the CITY during the course of the project.

Compensation for additional services which may be required of the Consultant shall be paid as a lump sum amount agreed to through re-negotiation if the Scope of Services described in the original contract is changed. **See Attachment "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 "Scope of Services" shall constitute additional services. These shall include:

a. Travel and subsistence to points other than CONSULTANT's or CITY offices and project site.
b. Copies of final reports, studies, drawings and other data in excess of sets required in Basic services.
c. Other services not otherwise included in this contract or not customarily furnished in accordance with generally accepted engineering practice.

THE CONSULTANT SHALL NOT PERFORM ANY WORK WHICH CONSTITUTES ADDITIONAL SERVICES UNTIL IT HAS RECEIVED WRITTEN AUTHORIZATION FROM THE CITY.

VII. Termination and/or Suspension of Work:

A. Right of Either Party to Terminate:

This Contract may be terminated by either party for substantial failure by the other party to perform (through no fault of the terminating party) in accordance with the terms of this

Contract. The terminating party must issue a signed, written notice of termination (citing this paragraph) to the other party which shall take effect on the tenth day following receipt of said notice, provided the other party has not cured the substantial failure to perform.

B. Right of CITY to Terminate:

The City of Laredo reserves the right to terminate this Contract for reasons other than substantial failure by the CONSULTANT to perform by issuing a signed, written notice of termination (citing this paragraph) which shall take effect on the twentieth day following receipt of said notice or, after receipt of said notice and upon the scheduled completion date of the performance phase in which the CONSULTANT is then currently working, whichever effective termination date occurs first.

C. Right of CITY to Suspend Giving Rise to Right of CONSULTANT to Terminate:

The City of Laredo reserves the right to suspend this Contract at the end of any Phase for any reason by issuing a signed, written notice of suspension (citing this paragraph) which shall take effect on the tenth day following receipt of said notice by the CONSULTANT. The suspension notice will outline the reasons for the suspension and the anticipated duration of the suspension but will in no way guarantee the total number of days suspended. Equitable adjustments to the terms of the contract will be addressed in the event the duration of the suspension exceeds ninety (90) days.

The CONSULTANT is hereby given the right to terminate this Agreement in the event that the City suspends this Contract. CONSULTANT may exercise this right to terminate by issuing a signed, written notice of termination (citing this paragraph) to the CITY at any time after the effective suspension date. This termination shall be effective immediately upon receipt of said notice by the CITY.

D. Procedures CONSULTANT to follow upon receipt of Notice of Termination if issued by the CITY:

Upon receipt of a notice of termination and prior to the effective date of the termination, the CONSULTANT shall, unless the notice otherwise directs, immediately begin the phase-out and discontinue all services in connection with the performance of this Contract and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Contract. Within thirty (30) days after receipt of the notice of termination, the CONSULTANT shall submit a statement, showing in detail the services performed under this Contract prior to the effective date of termination.

Copies of all completed or partially completed project documents/reports/tables/maps/graphics or any other work product required under this Contract prior to the effective date of termination shall be delivered to the CITY as a pre-condition to final payment. These documents shall be subject to the restrictions and

conditions set forth in VII above.

Upon the above conditions having been met, the CITY shall pay within thirty (30) days of the receipt of the CONSULTANT's invoice that proportion of the prescribed fee which the services actually performed under this Contract bear to the total services called for under this Contract less previous payments of the fee.

Failure by the CONSULTANT to comply with the submittal of the statement and documents as required above shall constitute a waiver by the CONSULTANT of any and all rights or claims to collect monies that CONSULTANT may rightfully be entitled to for services performed under this Contract.

E. Procedures CONSULTANT to follow upon receipt of Notice of Suspension if issued by the City:

1. Upon receipt of a notice of suspension and prior to the effective date of the suspension, the CONSULTANT shall, unless the notice otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this Contract and shall proceed to promptly cancel all existing orders and 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 it has not previously done so) the above referenced statement showing in detail the services performed under this Contract prior to the effective date of suspension.

Additionally, the above referenced copies of documents shall be delivered to the CITY as a pre-condition to final payment.

Upon the above condition being met, the CITY shall promptly pay the CONSULTANT that proportion of the prescribed fee which the services actually performed under this Contract

bear to the total services called for under this Contract, less previous payments of the fee.

Failure by the CONSULTANT to comply with the submittal of the statement and documents as required above shall constitute a waiver by the CONSULTANT of any and all rights or claims to collect monies that CONSULTANT may rightfully be entitled to for services performed under this Contract.

VIII. CONSULTANT's Insurance and Warranty:

Insurance: The CONSULTANT shall procure and maintain insurance for protection from claims, and workman's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and as required bellow, in all policies, the City shall be named as an additional insured.

The CONSULTANT warrants that he has not employed or retained any company or person other than a bona fide employee working solely for the CONSULTANT to solicit or secure this contract, and that he has not for the purpose of soliciting or securing this contract paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach of this warranty, the City shall have the right to terminate this contract under the provisions of VII above.

IX. Changes in Scope of Services:

The CITY, may, from time to time, request changes in the approved plans and Scope of Services to be performed by the CONSULTANT hereunder and if such changes are agreed to by the CONSULTANT, they shall be included as written amendments to this contract.

X. Subletting or Assigning of Contract:

The "CITY" does not allow, permit, negotiate, authorize nor approve any assignment of contract proceeds between the "CITY", the "CONSULTANT", and/or with a bank, lending institution or any type of financial institution either before, during or after a contract award.

The "CITY" agrees to pay the "CONSULTANT" for specified services as stated in the agreed contract.

The "CITY" does not agree to pay any additional party either jointly or separately for the contract.

XI. CONSULTANT's Responsibility & Liability:

Acceptance and approval of the final plans by the CITY shall not constitute nor be deemed a release of the responsibility and liability of the Consultant for the accuracy and competency of its designs, working drawings, specifications, or other documents and work performed under this contract. No approval or acceptance by or in behalf of the CITY shall be deemed to be an assumption of such responsibility by the CITY for any defect, error, or omission in the said designs, working drawings, specifications or other documents as prepared by the CONSULTANT. All policies shall comply with CITY's insurance requirements as listed on its web site and in **Attachment "E"** incorporated herein. All policies shall include the following provisions: 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 policy, and all liability policies. 4. The professional liability carrier will only endorse the policy for 30 days notice of cancellation. 5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (30) 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.

The CONSULTANT further agrees to perform any re-designs, required as a result of the CONSULTANT's development of the designs, plans, specifications, or documents which are a result of CONSULTANT's negligence.

Re-designs required or occasioned after completion and acceptance by CITY of the Design Phase, for the convenience of the CITY shall be paid for as provided and prescribed hereinafter under Additional Services of the CONSULTANT.

XII. Indemnification:

CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR PROPERTY, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONSULTANT OR SUPPLIER COMMITTED BY CONSULTANT, ITS AGENTS, OR CONSULTANTS UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH CONSULTANT EXERCISES CONTROL, SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (b)

AND CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT CITY AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

THE INDEMNIFICATION UNDER THIS SECTION SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO CONSULTANT'S LIABILITY.

CONSULTANT'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONSULTANT UNDER THIS AGREEMENT. THIS SECTION (INDEMNIFICATION) SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

XIII. Severability:

If for any reason, any one or more paragraphs of this contract are held invalid, such judgment shall not affect, impair, or invalidate the remaining paragraphs of the contract but be confined in its operations to 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 instances, shall not affect or prejudice in any way the validity of this contract in any other instance.

XIV. Interest of CONSULTANT:

The CONSULTANT agrees that it has no interests, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract.

XV. Owner of Documents:

All documents including the original drawings, estimates, specifications, field notes and data will remain the property of the CONSULTANT as instruments of service. However, it is to be understood that the CITY shall have free access to all such information with the right to make and retain copies of drawings and all other documents including field notes and data. Any re-use without specific written verification or adaptation by CONSULTANT will be at CITY's sole risk and without liability or legal exposure to CONSULTANT. Any such verification or adaptation may entitle CONSULTANT to further compensation at rates to be agreed upon by the CITY and CONSULTANT.

XVI. Equal Employment Opportunity/Minority Business Enterprise:

The CONSULTANT agrees not to engage in employment practices which have the effect of discriminating against any employee or applicant for employment and will take affirmative steps to ensure that applicants and employees are treated 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 notification by the CITY will commence compliance procedures within thirty (30) days.

XVII. Political Interests in this Contract:

No employee of the CITY shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; provided, however, that this provision shall not be constructed to extend to this contract if made with a corporation for its general benefit.

XVIII. CONSULTANT represents that the services under this Agreement shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other professional CONSULTANT'S under similar circumstances at the time the services are performed. No other representations to CITY express or implied, and no warranties or guarantees are included or intended in the Agreement, or in any report, opinion, document or otherwise.

CONSULTANT shall be responsible to CITY for CONSULTANT's services and the services of its subcontractors. CONSULTANT shall not be responsible for the acts or omissions of other parties engaged by CITY. CONSULTANT shall have no responsibility for construction means, methods, sequences, techniques or health and safety precautions and programs of the Construction contractor (s), including construction site safely, all of which shall remain the sole responsibility of the Construction contractor (s).

XIX. CONSULTANT will review information provided by the construction contractor that is incorporated in record drawings or other record documents, but CONSULTANT cannot verify accuracy of record drawings containing mark ups by the CONTRACTOR.

XX. CONSULTANT'S opinion of probable project costs represents the CONSULTANT's best judgment as an entity familiar with the construction industry. CONSULTANT does not warrant or represent that bids or negotiated prices will not vary from CONSULTANT's opinion of probable project costs.

XXI. CITY grants to CONSULTANT, and, if the project site is not owned by CITY, warrants that permission has been granted for, a right of entry from time to time by CONSULTANT, its employees, agents and subcontractors, upon the project site for the purpose of providing the Services. CITY recognizes that the use of investigative equipment and practices may unavoidably alter the existing site conditions and affect the environment in the area being studied, despite the use of reasonable care.

XXII. Consequential Damages:

Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

XXIII. Federal Funding:

This Contract **is not** funded in whole or in part with Federal Funds. If this is a Federally funded airport improvement project, CONSULTANT must comply with the provisions listed on **Attachment "F"** and incorporated herein. If this is a federally funded non-airport improvement project, CONSULTANT must comply with the provision listed on **Attachment "G"** and incorporated herein.

XXIV. Disputes:

If a dispute arises between the Parties arising out of or relating to this Agreement, the aggrieved Party shall provide written notice of the dispute to the other Party. Within ten (10) days after the receipt of such notice, or such longer time as mutually agreed to by the Parties, the Parties shall meet, and the meeting shall be attended by representatives of the Parties with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute. If, after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, then either Party may, by delivery of written notice to the other Party, cause the dispute to be referred to a meeting of appropriate senior management of the Parties. Such meeting shall be held within thirty (30) days following the delivery of the written notice. If within thirty (30) days following the delivery of the written notice, such meeting has not been held or if within thirty (30) days following such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, then any Party may refer the matter to confidential, non-binding mediation with both Parties agreeing to the mediator no later than forty-five (45) days after written agreement to engage in mediation. The fees and expenses of the mediator shall be equally shared by both Parties. Each Party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the presentation or defense of the dispute that is subject to mediation between the Parties. The Parties agree to fully cooperate and participate in good faith to resolve the dispute. No written or verbal representation made by either party in the course of any discussions attempting to resolve the dispute or other settlement negotiations shall be deemed to be a party admission. If mediation fails to resolve the dispute within six (6) months, the dispute shall be submitted for determination through litigation. Completion of the management settlement conference procedure and meditation as

set forth in this Section shall be conditions precedent to initiating litigation. The prevailing Party in any action or proceeding shall be entitled to recover from the other Party all of its reasonable costs and expenses incurred in connection with such action or proceeding, including reasonable attorneys' fees and costs at the trial court and all appellate levels.

XXV. HB 89, SB 252, and Government Code 2274 Certifications:

If this Agreement provides for payment to CONSULTANT of over $100,000, CONSULTANT hereby certifies that CONSULTANT does not and will not boycott Israel during the term of this Agreement in accordance with Chapter 2270, Texas Government Code. Additionally, CONSULTANT hereby certifies that the CONSULTANT is not included on the website of the Texas Comptroller for entities doing business with foreign terrorist organizations pursuant to Chapter 2252, Texas Government Code.

If this Agreement provides for payment to CONSULTANT of over $100,000 and if CONSULTANT employs ten or more people full-time, then CONSULTANT, by signing below, certifies that:

1. CONSULTANT does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and

2. CONSULTANT will not discriminate during the term of this Agreement against a firearm entity or firearm trade association as those terms are defined in Texas Government Code, Chapter 2274.

XXVI. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought to interpret or enforce the terms of this Agreement shall lie in Webb County, Texas.

XXVII. 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 _____ Thereunto authorized

_____ Does now sign, executed and deliver this document.

SIGNED AT LAREDO, TEXAS, on this _____ day of _____ 2022.

CITY OF LAREDO

_____
Rosario Cabello
Interim City Manager

ATTESTED:

_____
Jose A. Valdez, Jr.
City Secretary

Approved as To Form Only

_____
Doanh “Zone” T. Nguyen
City Attorney

CONSULTANT

_____
Signature

_____
Print Name

_____
Title

Account # Account number

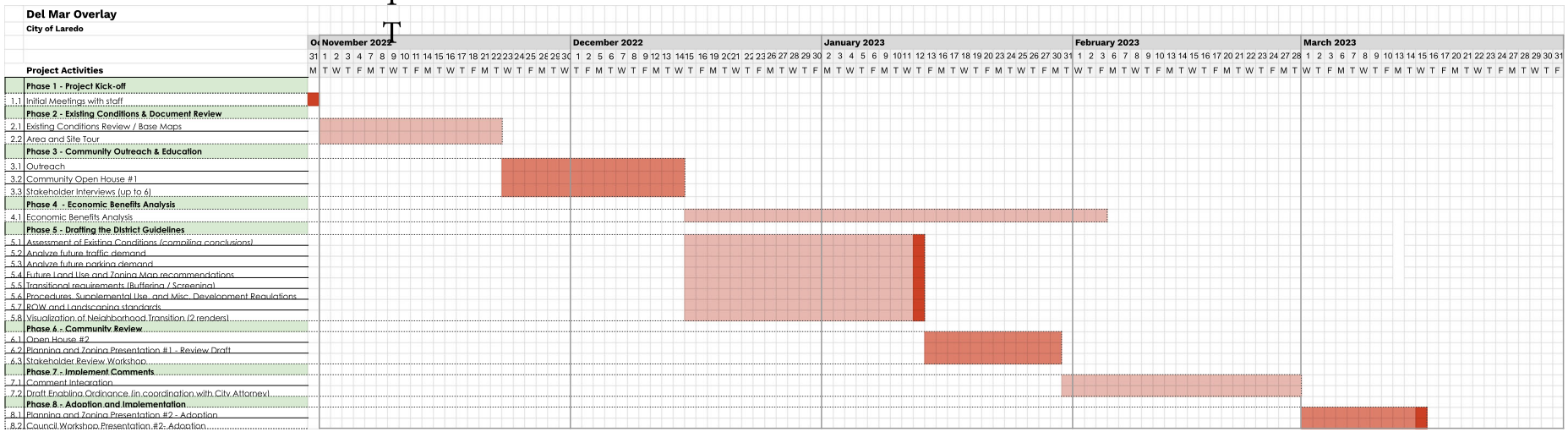
ATTACHMENT "A"
PRODUCTION SCHEDULE

Project: Del Mar Boulevard "Main Street District" Overlay Study
The CONSULTANT agrees to complete the various phases of work under this contract in accordance with the schedule set forth in **Attachment "A" PRODUCTION SCHEUDLE**

CONSTRUCTION PHASE:

Not part of this contract.

ATTACHMENT "A" PRODUCTION SCHEDULE



ATTACHMENT "B"

SCOPE OF SERVICES

Project: Del Mar Boulevard "Main Street District" Overlay Study

GIS

All GIS data, maps and exhibits presented, must be provided in their original GIS Format. All deliverables must be shapefile (.shp and associated types) or geodatabase (gdb) format that is compatible with the City of Laredo GIS System. The City of Laredo further requires that all data must be projected/ presented in NAD 83, State Plane, Texas South, in survey ft (4205 SPCSID). The GIS data, must also be accompanied by related document with any metadata or data dictionary describing delivered material.

ATTACHMENT "B" SCOPE OF SERVICES

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Sep 1, 2022
Orlando Navarro
Planning Director
City of Laredo

CONSULTANT'S FEE PROPOSAL

Re: Del Mar 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 following outlines a recommended scope and work plan for the project and concludes with our fees and proposed schedule.

Scope of Work

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.

ATTACHMENT "B" SCOPE OF SERVICES

Work Element	Description	Deliverables
Phase 1 - Project Kick-off		
Initial Meetings with staff	During this meeting the City and the team set expectations for the scope of work, timeline, points of contact for specific tasks as well as standing meetings' period if needed.	• 1x staff meeting with Principal and PM • Meeting notes
Phase 2 - Existing Conditions & Document Review		
Existing Conditions Review / Base Maps	Review initial findings with City staff, request missing items or clarify information, sources, and limitations.	• 1x staff meeting with Principal and PM • Meeting notes
Area and Site Tour	The team will scout the area to analyze the built environment and existing conditions.	• Meeting notes • Photographic record
Phase 3 - Community Outreach & Education		
Outreach	The outreach plan includes the goals and strategies for each community meeting, as well as an initial logistical strategy to coordinate with the City regarding marketing (media channels and content), invitation process, input channels, venues, and each meetings' needs.	• Outreach plan for all events • Invitation Graphics • Invitation Language • Phones calls as needed • Emails as needed • Media Interviews
Community Open House #1	Public project kick-off meeting to inform the community about the project scope, timeline, ways to get involved, and how to provide feedback.	• Staff at meetings • Coordination with city staff • Meeting materials • Meeting notes
Stakeholder Interviews (up to 6)	We will interview stakeholders representing specific groups, such as homeowners, school districts, and city departments for future coordination.	• Stakeholder list • Interview questions • Meeting notes
Phase 4 - Economic Benefits Analysis		
Economic Benefits Analysis	We will provide a comparison of projected futures property values under current land uses and under proposed land uses in order to inform stakeholders of the economic impact of the proposed changes.	Report Section
Phase 5 - Drafting the DIstrict Guidelines		
Assessment of Existing Conditions *(compiling conclusions)*	Analysis of existing plans, codes, and regulation, possible inconsistencies or undesirable outcomes from current regulations.	Report section
Analyze future traffic demand	Informed projections based on current traffic conditions and trends comparing existing	Report section

ATTACHMENT "B" SCOPE OF SERVICES

Work Element	Description	Deliverables
	and proposed land uses	
Analyze future parking demand	Informed projections based on current parking conditions comparing existing and proposed land uses	Report section including: • Update Parking standards • Access Management recommendations
Future Land Use and Zoning Map recommendations	Identify acceptable new land uses and zoning - including site design standards	Report Section including: • Land Use Map • Design standards • Zoning Map recommendations
Transitional requirements (Buffering / Screening)	Provide secondary zoning/design regulation for the transitional lots abutting the lots adjacent to the corridor.	Report Section including: • Land Use Map • Design standards • Zoning Map recommendations
Procedures, Supplemental Use, and Misc. Development Regulations	Provide permit review procedures for planning staff to follow.	Report Section
ROW and Landscaping standards	Street section standards showing ROW elements' standards such as sidewalks, buffers, landscape, crosswalks, etc.	Report Section: • Street Section: mid-street • Street Section: crosswalk
Visualization of Neighborhood Transition (2 renders)	Realistic views of the expected outcomes once the overlay standards are in place.	• Bird's eye view • Pedestrian perspective
Phase 6 - Community Review		
Open House #2	The team will share with the public the project status, the proposed overlay land uses and design standards for feedback and revisions	• Staffed Meeting • Coordination with City Staff • Meeting materials • Meeting notes
Planning and Zoning Presentation #1 - Review Draft	The team will share with the City Planning and Zoning Commission the project status, the proposed overlay land uses and design standards for feedback and revisions	• Presentation • Draft Document for review • Meeting materials
Stakeholder Review Workshop	The team will share with the stakeholders the project status, the proposed overlay land uses and design standards for feedback and revisions	• Presentation • Draft Document for review • Meeting materials
Phase 7 - Implement Comments		
Comment Integration	The team will compile and correlate all	• Revised document

ATTACHMENT "B" SCOPE OF SERVICES

Work Element	Description	Deliverables
	feedback from the City, public and stakeholder interviews.	• Raw comments appendix document
Draft Enabling Ordinance (in coordination with City Attorney)	The team will coordinate with the City legal department to draft the required ordinances to enable the overlay standards.	• Draft Document for review
Phase 8 - Adoption and Implementation		
Planning and Zoning Presentation #2 - Adoption	The team will present to the City Planning and Zoning Commission the final Overlay Guidelines and ordinance language for adoption.	• Presentation • Draft Document for review • Meeting materials
Council Workshop Presentation #2- Adoption	The team will conduct a workshop to focus on how to navigate the overlay standards practice, procedures, and processes.	• Presentation
Reimbursables Allowances		
Printing		• Meeting materials
Optional Services		
Development incentive strategy	Provide a development incentive strategy to promote desired redevelopment. The strategy would include a cost/benefit analysis, and available monitarry and procedural incentives. This includes the drafting of ordinance and procedures for application and approval.	Report Section Ordinance

City of Laredo to provide:

1. Assistance with outreach which includes identifying and emailing invitees, purchasing mailers and other advertisements both physical and digital
2. Base maps, GIS information, pertinent plans
3. Coordinations for board presentations
4. Costs of meeting spaces
5. IT services for presenting in meeting locations

ATTACHMENT "B" SCOPE OF SERVICES

WORK PLAN & COMPENSATION

	Del Mar Blvd "Mainstreet District" Overlay		
	Task	Fees	**Sub-totals**
	Phase 1 - Project Kick-off		**$920**
1.1	Initial Meetings with staff	$920	
	Phase 2 - Existing Conditions & Document Review		**$4,680**
2.1	Existing Conditions Review / Base Maps	$4,100	
2.2	Area and Site Tour	$580	
	Phase 3 - Community Outreach & Education		**$12,905**
3.1	Outreach	$4,145	
3.2	Community Open House #1	$3,880	
3.3	Stakeholder Interviews (up to 6)	$4,880	
	Phase 4 - Economic Benefits Analysis		**$6,340**
4.1	Economic Benefits Analysis	$6,340	
	Phase 5 - Drafting the DIstrict Guidelines		**$27,225**
5.1	Assessment of Existing Conditions *(compiling conclusions)*	$2,695	
5.2	Analyze future traffic demand	$2,000	
5.3	Analyze future parking demand	$1,140	
5.4	Future Land Use and Zoning Map recommendations	$7,310	
5.5	Transitional requirements (Buffering / Screening)	$2,450	
5.6	Procedures, Supplemental Use, and Misc. Development Regulations	$2,150	
5.7	ROW and Landscaping standards	$3,990	
5.8	Visualization of Neighborhood Transition (2 renders)	$5,490	
	Phase 6 - Community Review		**$7,515**
6.1	Open House #2	$2,455	
6.2	Planning and Zoning Presentation #1 - Review Draft	$2,265	
6.3	Stakeholder Review Workshop	$2,795	
	Phase 7 - Implement Comments		**$5,200**
7.1	Comment Integration	$3,980	
7.2	Draft Enabling Ordinance (in coordination with City Attorney)	$1,220	
	Phase 8 - Adoption and Implementation		**$4,150**

ATTACHMENT "B" SCOPE OF SERVICES

8.1	Planning and Zoning Presentation #2 - Adoption	$2,075	
8.2	Council Workshop Presentation #2- Adoption	$2,075	
	Reimbursables Allowances		**$1,600**
a	Printing	$1,600	
	Proposed Fees		**$70,535**
	Optional Services		
	Development incentive strategy (including drafting ordinance and procedures for application)	$8,760	

Fees are based on estimated time required to accomplish the scope and deliverables described above. However, the fees are fixed and not dependent on actual time spent. Fees include the cost of sub-consultants. The total proposed lump sum fee is **$70,535 (seventy thousand, five hundred thirty-five dollars and zero cents)**.

ATTACHMENT "B" SCOPE OF SERVICES

All other additional Services shall be billed at the Studio Rates as specified below:

1). Principals' hours - $195/hour 2). Project Manager - $125/hour 3). Senior Staff - $95/hour 3). Technical Staff - $75/hour 4). Out-of-town travel rates - $400 per day per staff member present on trip plus direct costs of all travel expenses.

Billing to be monthly by percentage completed.

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

ATTACHMENT "C"

COMPENSATION FOR PROFESSIONAL SERVICES RELATED

TO BASIC CONTRACT

Project: Del Mar Boulevard "Main Street District" Overlay Study

For the purpose of establishing portion of the basic fee for separate activities, the following percentage allocations of fee shall apply:

	PERCENT OF TOTAL FEE
Phase 1	2% $920
Phase 2	7 % $4,680
Phase 3	18% $12,905
Phase 4	9% $6,340
Phase 5	39% $27,225
Phase 6	11% 7,515
Phase 7	8% $5,200
Phase 8	6% $4,150
Total Professional Services	**100% $70,535**

Method of Payment:

Payment shall be made to the Consultant based upon the several phases as described heretofore and in accordance with the following:

a. Consulting Services – the total amount due the Consultant under this contract shall be payable after approval and acceptance of each Phase by the City.

1. The Consultant may upon written authorization from the City Engineer, request partial payments for work performed for the various phases upon the furnishing of satisfactory evidence and breakdown of actual time spent in the partial completion of the work.
2. The Consultant shall be compensated on the basis described in Section V for basic services included in this Agreement. For additional services, compensation shall be negotiated in accordance with Attachment "D."
3. The final payment to be made by the City of Laredo to the Consultant will be payable upon approval of the Planning Director.

BILLING SCHEDULE

Project: Del Mar Boulevard "Main Street District" Overlay Study

Position	**Hourly Rate**
Principal	$ 195.00
Project Manager	$ 125.00
Senior Staff	$ 95.00
Technical Staff	$ 75.00

ATTACHMENT "D"

COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

Project: Del Mar Boulevard "Main Street District" Overlay Study

The fee described in Section V of this contract for this project shall provide compensation to the Consultant for all services called for under this Agreement to be performed by him or under his direction except the services as set forth below. These additional services and the compensation to be paid by the City to the Consultant for their performance when authorized in writing by the City Planner are set forth as follows:

1. Assistance to the City as an expert witness in any litigation with third parties, arising from the development or construction of the project including the preparation of engineering data and reports. The Basis of Compensation for the following Additional Services shall be:

   A. Negotiated hourly rate for testimony of principles.

   B. Salary cost times a multiplier of 2.5 for services other than testimony of principles.

   C. Reimbursement for non-labor expense and subcontract expense at invoice cost plus a 10% service charge. The basis of compensation for the following additional services shall be based on an amount renegotiated (fixed fee) through an agreement with the City.

2. Restaking all destroyed hubs and checking alignment of existing hubs. Elevations of all hubs shall be re-established. Restaking shall be done as required, and a cut sheet based on such restake shall be prepared.

3. Preparation of all applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

4. Revising previously accepted studies, reports, design documents, or Contract Documents when such revisions are due to causes beyond Consultant's control.

5. Preparing documents for alternate bids requested by the City.

6. Investigations involving detailed consideration of operations, maintenance and overhead expenses.

7. Providing value engineering during the course of design.

8. Preparation of feasibility studies not required in the base contract.

9. Cash flow and economic evaluations, rate schedules and appraisals.

10. Detailed quantity surveys of material, equipment and labor.

11. Audits or inventories required in connection with construction performed by the City.

12. Services after the award of each contract in evaluating substitutions not specified in an "or equal" proposed by the CONSULTANT(s) as authorized by the City.

13. Making revisions to Drawings and Specifications occasioned by substitutions.

14. Services during out-of-town travel required of Consultant.

15. Additional services during construction made necessary by

    (1) work damaged by fire or other cause during construction,

    (2) a significant amount of defective or neglected work of CONSULTANT(s).

    (3) acceleration of the progress schedule required by the City involving services beyond normal working hours, and (4) default by CONSULTANT(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.

ATTACHMENT "E"

CITY OF LAREDO

RECOMMENDED INSURANCE PROVISIONS

FOR PROFESSIONAL SERVICES CONTRACTS

The following insurance provisions shall modify Section VIII of the contract, and the Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain, until the work covered in the contract is completed and accepted by The City of Laredo, the minimum insurance coverages as follows:

1. Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract.

2. 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.

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. Errors & Omissions coverage may not be required for all services. If the City of Laredo deems such coverage necessary, the following conditions will apply:

    a. Professional Liability with minimum limits of $1,000,000 or higher, depending on the type, size, and scope of services.

    b. This coverage must be maintained for at least two (2) years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term the contract.

PLEASE NOTE: The required limits may be satisfied by any combination of primary, excess, or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following-form. The Contractor may maintain reasonable and customary deductibles, subject to approval by the City of Laredo.

Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

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.

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.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance

company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

2. Shall specifically set forth the notice-of-cancellation or termination provisions to the City of Laredo.

Upon request, Contractor shall furnish the City of Laredo with certified copies of all insurance policies.

All contractors and subcontractors must be meeting minimum OSHA safety requirements as applicable to their operations.

ATTACHMENT "B" SCOPE OF SERVICES

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ARCHITECTURE. URBANISM. CITY MAKING

Sep 1, 2022
Orlando Navarro
Planning Director
City of Laredo

CONSULTANT'S FEE PROPOSAL

Re: Del Mar Overlay District

Dear Mr. Navarro,

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ATTACHMENT "B" SCOPE OF SERVICES

Work Element	Description	Deliverables
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Initial Meetings with staff	During this meeting the City and the team set expectations for the scope of work, timeline, points of contact for specific tasks as well as standing meetings' period if needed.	• 1x staff meeting with Principal and PM • Meeting notes
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Economic Benefits Analysis	We will provide a comparison of projected futures property values under current land uses and under proposed land uses in order to inform stakeholders of the economic impact of the proposed changes.	Report Section
Phase 5 - Drafting the DIstrict Guidelines		
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ATTACHMENT "B" SCOPE OF SERVICES

Work Element	Description	Deliverables
	and proposed land uses	
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Comment Integration	The team will compile and correlate all	• Revised document

ATTACHMENT "B" SCOPE OF SERVICES

Work Element	Description	Deliverables
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Reimbursables Allowances		
Printing		• Meeting materials
Optional Services		
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4. Costs of meeting spaces
5. IT services for presenting in meeting locations

ATTACHMENT "B" SCOPE OF SERVICES

WORK PLAN & COMPENSATION

	Del Mar Blvd "Mainstreet District" Overlay		
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1.1	Initial Meetings with staff	$920	
	Phase 2 - Existing Conditions & Document Review		**$4,680**
2.1	Existing Conditions Review / Base Maps	$4,100	
2.2	Area and Site Tour	$580	
	Phase 3 - Community Outreach & Education		**$12,905**
3.1	Outreach	$4,145	
3.2	Community Open House #1	$3,880	
3.3	Stakeholder Interviews (up to 6)	$4,880	
	Phase 4 - Economic Benefits Analysis		**$6,340**
4.1	Economic Benefits Analysis	$6,340	
	Phase 5 - Drafting the DIstrict Guidelines		**$27,225**
5.1	Assessment of Existing Conditions *(compiling conclusions)*	$2,695	
5.2	Analyze future traffic demand	$2,000	
5.3	Analyze future parking demand	$1,140	
5.4	Future Land Use and Zoning Map recommendations	$7,310	
5.5	Transitional requirements (Buffering / Screening)	$2,450	
5.6	Procedures, Supplemental Use, and Misc. Development Regulations	$2,150	
5.7	ROW and Landscaping standards	$3,990	
5.8	Visualization of Neighborhood Transition (2 renders)	$5,490	
	Phase 6 - Community Review		**$7,515**
6.1	Open House #2	$2,455	
6.2	Planning and Zoning Presentation #1 - Review Draft	$2,265	
6.3	Stakeholder Review Workshop	$2,795	
	Phase 7 - Implement Comments		**$5,200**
7.1	Comment Integration	$3,980	
7.2	Draft Enabling Ordinance (in coordination with City Attorney)	$1,220	
	Phase 8 - Adoption and Implementation		**$4,150**

ATTACHMENT "B" SCOPE OF SERVICES

8.1	Planning and Zoning Presentation #2 - Adoption	$2,075	
8.2	Council Workshop Presentation #2- Adoption	$2,075	
	Reimbursables Allowances		**$1,600**
a	Printing	$1,600	
	Proposed Fees		**$70,535**
	Optional Services		
	Development incentive strategy (including drafting ordinance and procedures for application)	$8,760	

Fees are based on estimated time required to accomplish the scope and deliverables described above. However, the fees are fixed and not dependent on actual time spent. Fees include the cost of sub-consultants. The total proposed lump sum fee is **$70,535 (seventy thousand, five hundred thirty-five dollars and zero cents)**.

ATTACHMENT "B" SCOPE OF SERVICES

All other additional Services shall be billed at the Studio Rates as specified below:

1). Principals' hours - $195/hour 2). Project Manager - $125/hour 3). Senior Staff - $95/hour 3). Technical Staff - $75/hour 4). Out-of-town travel rates - $400 per day per staff member present on trip plus direct costs of all travel expenses.

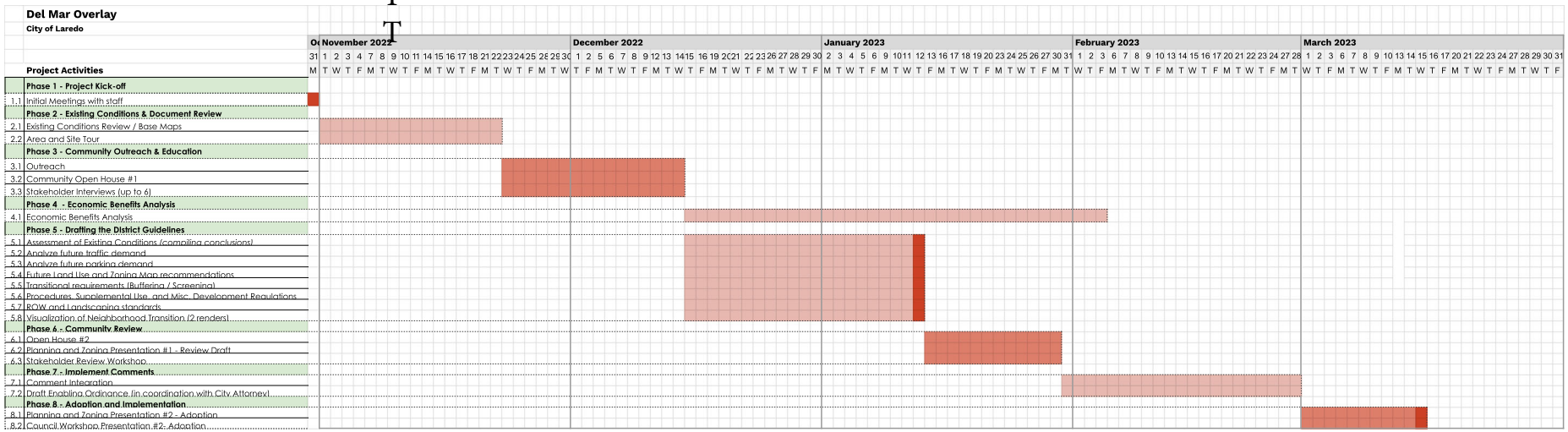
Billing to be monthly by percentage completed.

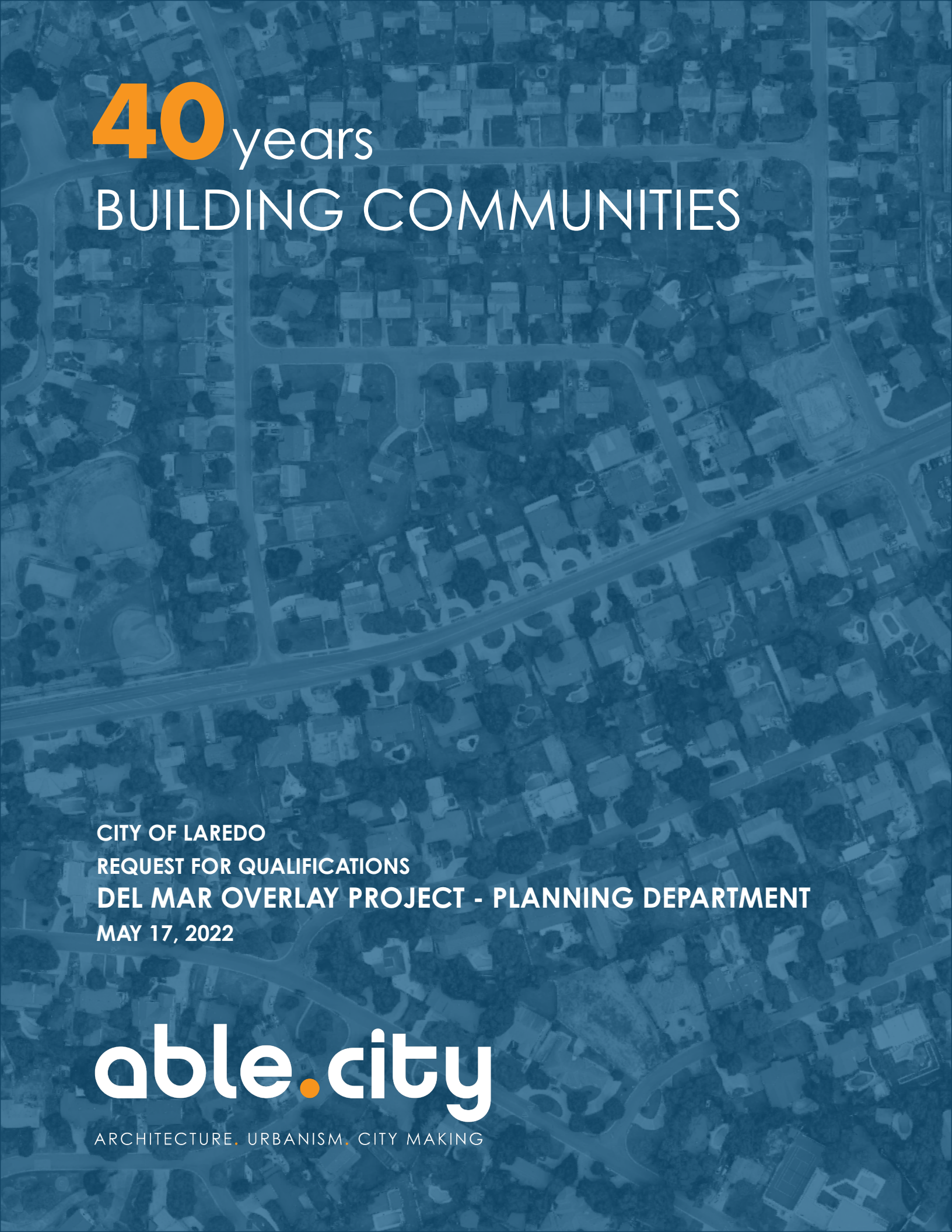
We thank you again and only ask that you do not hesitate to call us if we may provide you with any additional information you may require.

Respectfully submitted,

Mario A. Pena, AIA, AICP, CNU-A
Partner, Able City

ATTACHMENT "A" PRODUCTION SCHEDULE





40 years
BUILDING COMMUNITIES

CITY OF LAREDO

REQUEST FOR QUALIFICATIONS

DEL MAR OVERLAY PROJECT - PLANNING DEPARTMENT

MAY 17, 2022

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ARCHITECTURE. URBANISM. CITY MAKING

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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.

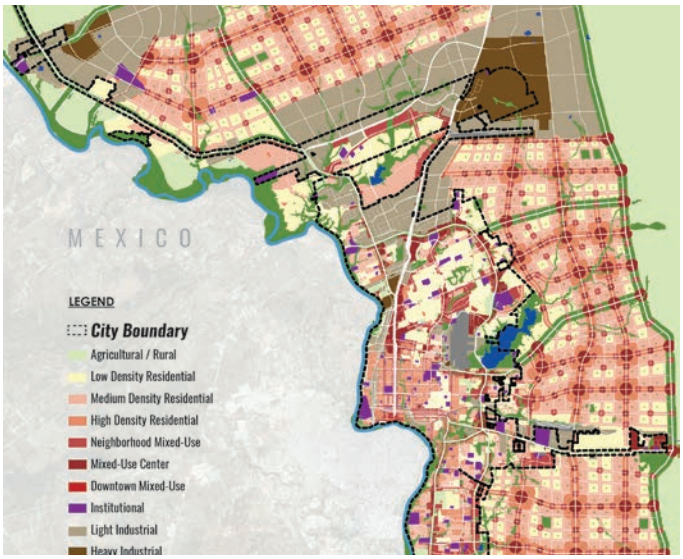
The prevailing zoning, however, is single-family residential. The increased number of parcel-by-parcel rezoning attempts (some successful and some not), have generated a need to assess the current conditions and public desirability of adding uses to the area.

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.

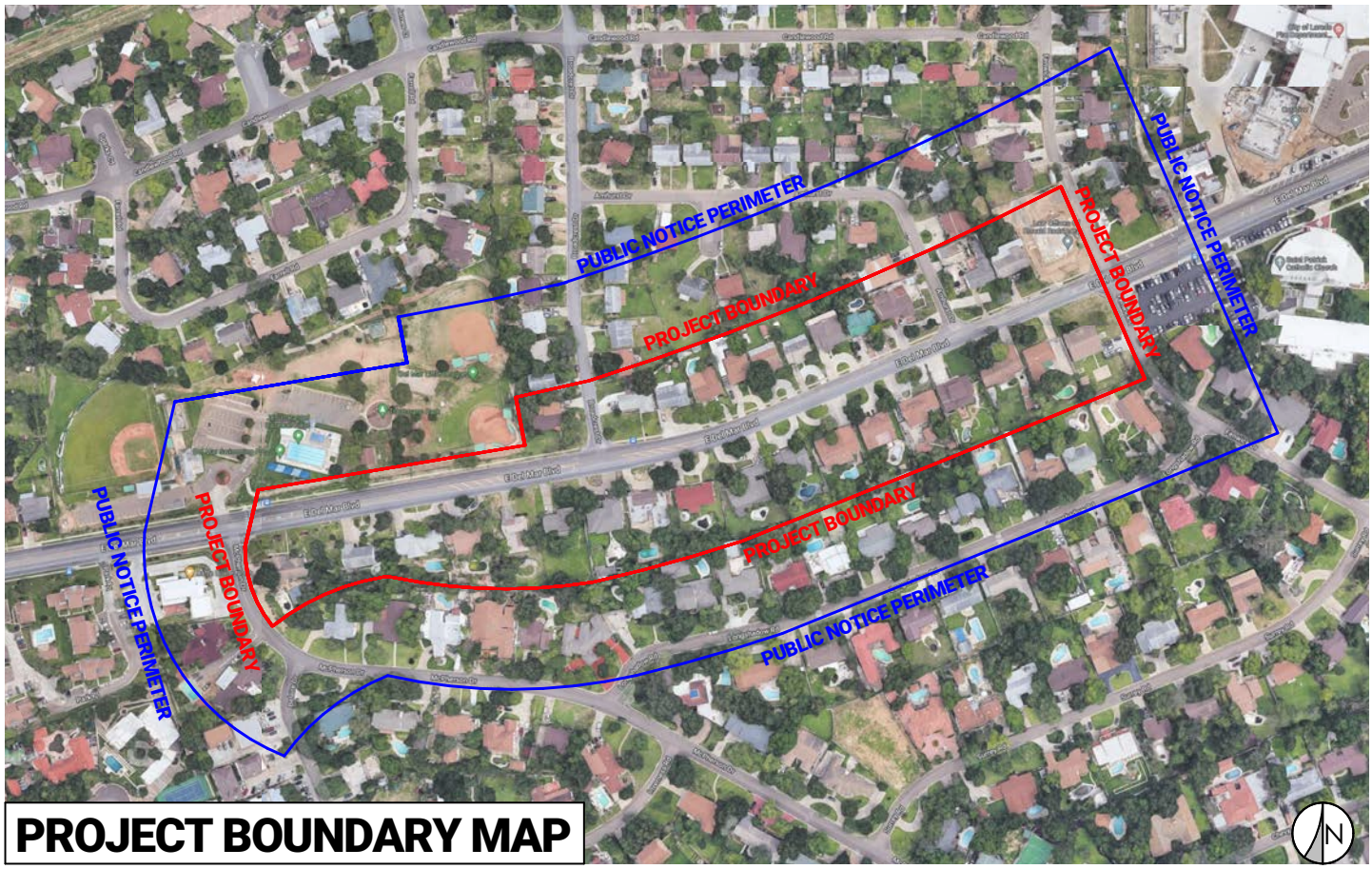
A. Assessment of Existing Conditions

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.

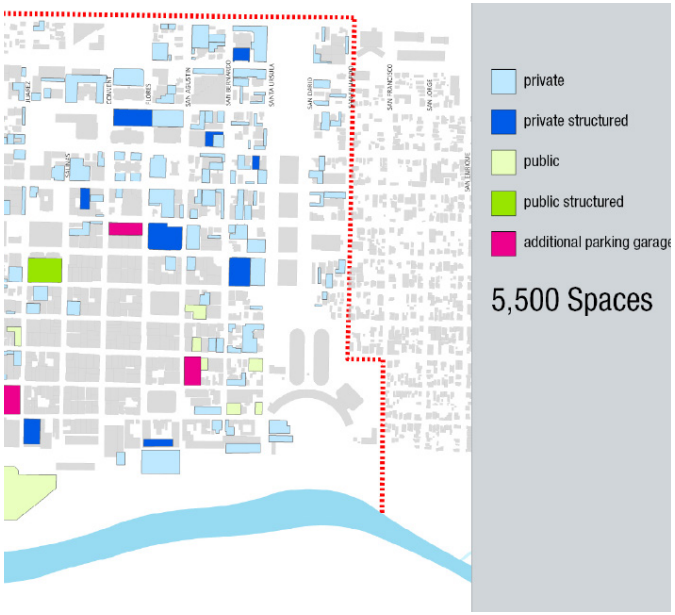
McAllen El Milagro Town Planning

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.

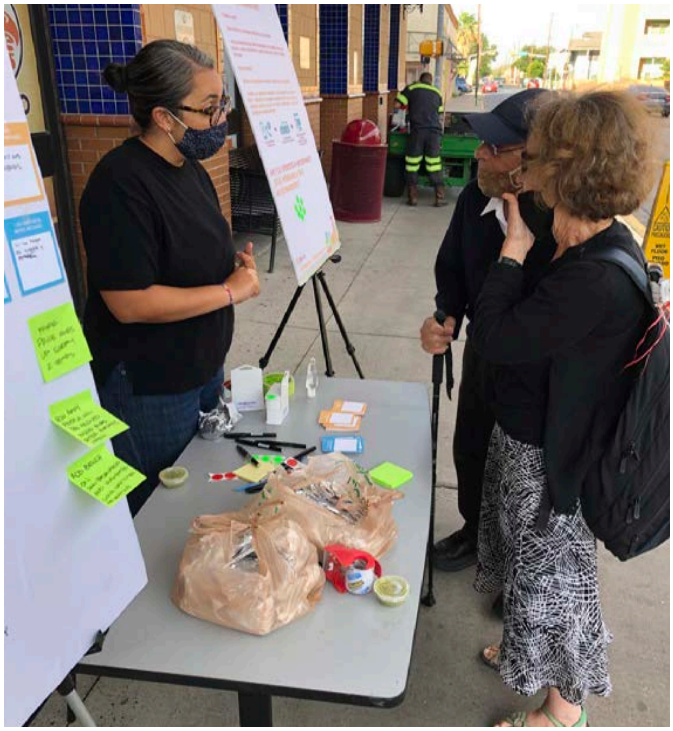
Del Rio Comprehensive Plan

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.

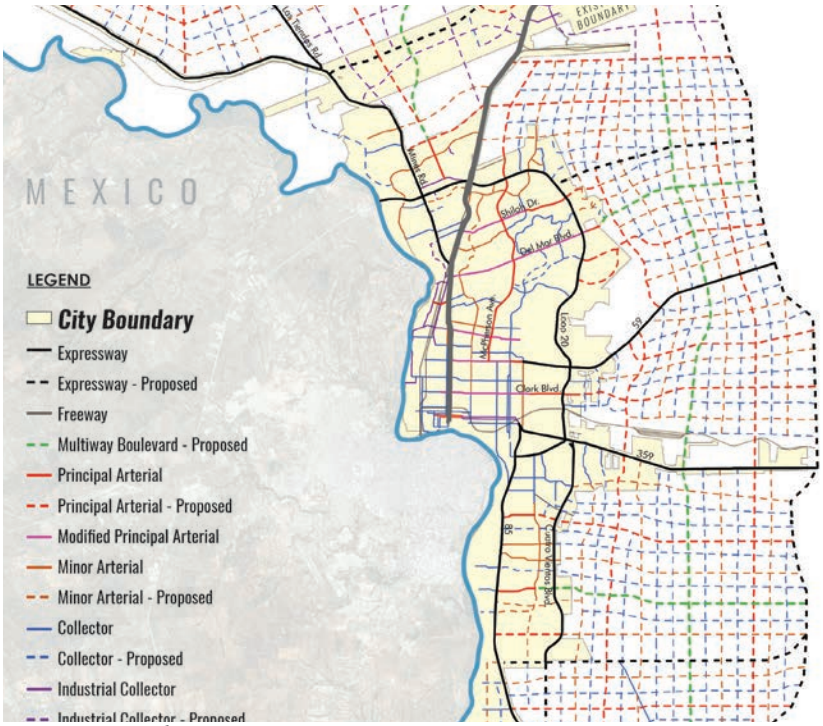
SELECTED PROJECTS
River Drive Mall & San Francisco Javier Water & Sewer Line Replacement, Laredo, Texas. KCI (fka CEC) provided engineering and surveying services for the water and sewer line replacement project in the downtown area. The main components of the project included a detailed survey to model 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

able.city
ARCHITECTURE. URBANISM. CITY MAKING



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.

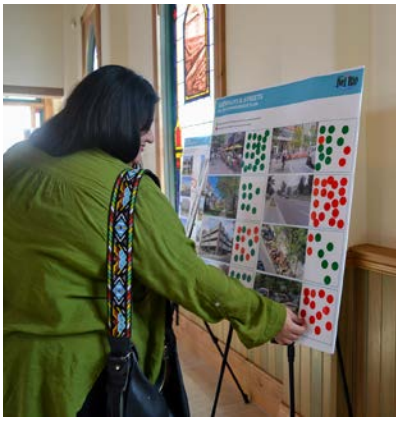
Laredo is a city with significant potential, beginning as a small settlement and quickly evolving into the largest inland port in the United States within a 250-year span. Located along the northern border of Mexico, it has established a mutually beneficial relationship with the Mexican city, Nuevo Laredo, 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.

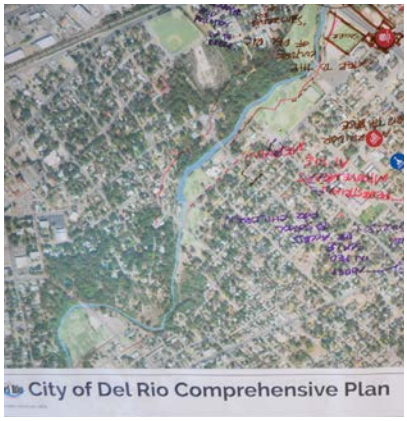
The Process: The City of Laredo Comprehensive Plan process was an interactive, open planning event that focused on the input and
collaboration of the citizens to steer the development of the plan. The plan's vision and goals emerged through a series of small group meetings, large public events, and a 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.

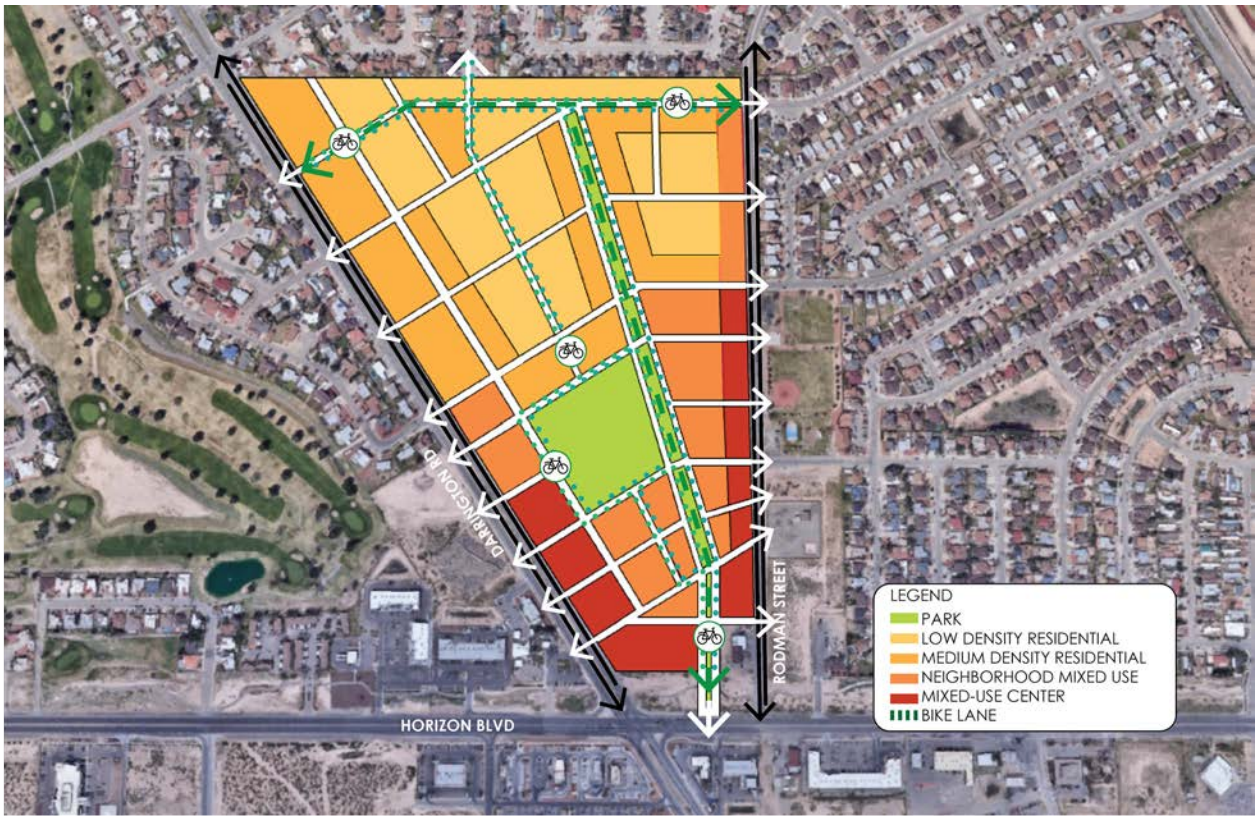
Reference: Rolando Ortiz, Real Estate Development, 4320 University Blvd., Laredo TX 78041, 956-724-7141

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.

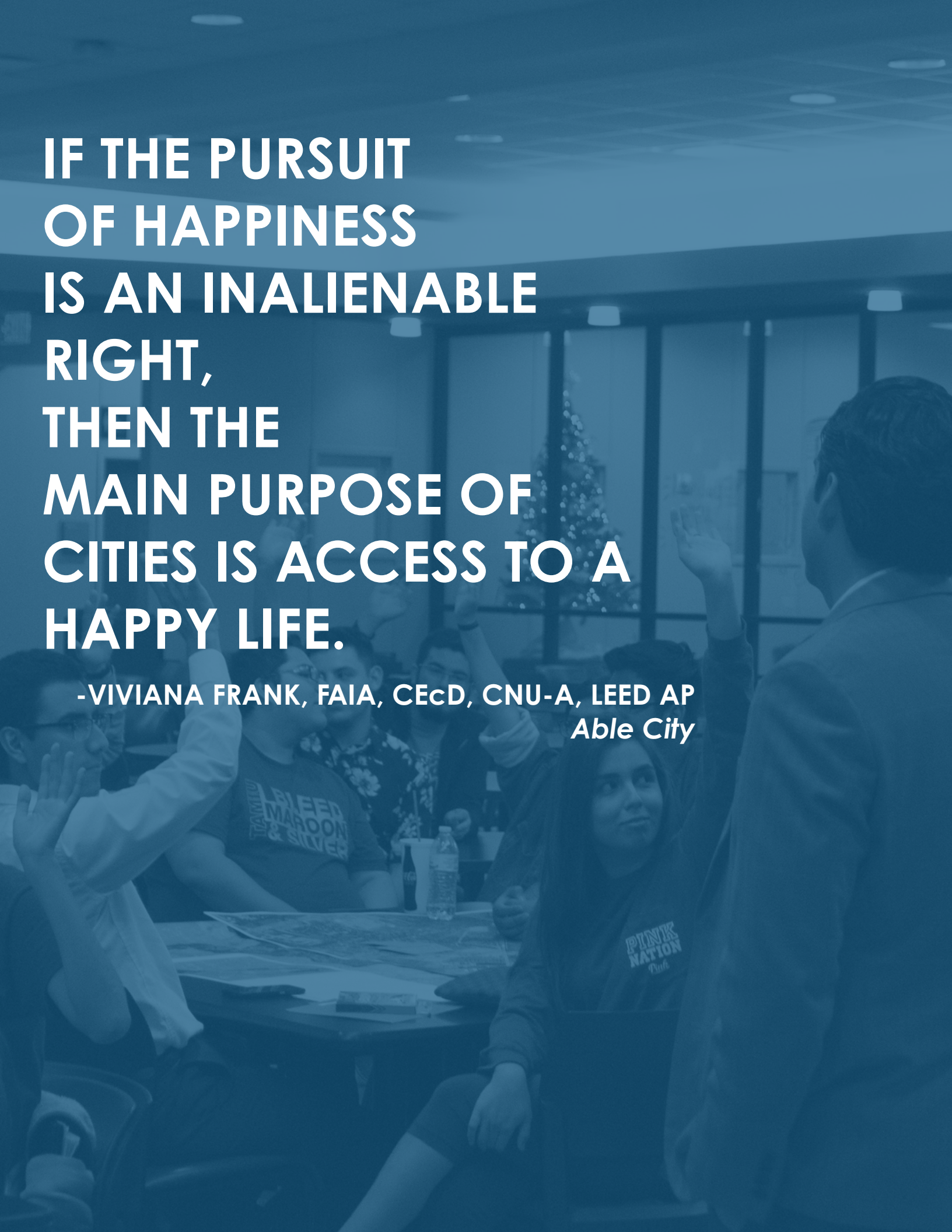
My address is 901 Victoria Street, Suite A (street), Laredo (city), TX (state), 78040 (zip code), USA (country).

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

City Council-Regular
Meeting Date: 10/17/2022
Initiated By: Rosario Cabello, Deputy City Manager
Staff Source: Claudio Treviño, Jr., Chief of Police

SUBJECT

2022-R-170 Authorizing the Interim City Manager to ratify entering into and executing a memorandum of understanding between the City of Laredo Police Department (LPD) and the Federal Bureau of Investigation (FBI) San Antonio High-Intensity Drug Trafficking Area (HIDTA) Task Force - Transnational Organized Crime Western Hemisphere to maximize inter-agency cooperation, and to identify and target criminal enterprise groups responsible for violent crimes within the city and surrounding areas, with no cost to the City of Laredo. This MOU was previously approved using the San Antonio Hybrid Task Force name and has recently been modified to the San Antonio HIDTA Task Force. This ratification only reflects the correct task force name on the MOU.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

City Council approved Resolution #2022-R-129 on August 1, 2022.

BACKGROUND

The purpose of this MOU is to delineate the responsibilities of the FBI HIDTA Task Force participants, maximize inter-agency cooperation, and formalize relationships between the participating agencies for policy guidance, planning, training, public and media relations. The mission of the FBI HIDTA Task Force is to identify and target criminal enterprise groups responsible for drug trafficking, money laundering, robbery, crimes of violence such as murder and aggravated assault, and financial crimes such as fraud that further facilitate these violations. The FBI HIDTA Task Force will enhance the effectiveness of federal/state/local law enforcement resources through a well-coordinated initiative seeking the most effective investigative/prosecutive avenues to convict and incarcerate dangerous offenders.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Recommends the approval of this Resolution.

Fiscal Impact

Fiscal Year:	2023
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.

Attachments

Resolution #2022-R-170
FBI HIDTA MOU

COUNCIL COMMUNICATION

DATE:	SUBJECT: RESOLUTION #2022-R-170
10/17/2022	**AUTHORIZING THE INTERIM CITY MANAGER TO RATIFY ENTERING INTO AND EXECUTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAREDO POLICE DEPARTMENT (LPD) AND THE FEDERAL BUREAU OF INVESTIGATION (FBI) SAN ANTONIO HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) TASK FORCE - TRANSNATIONAL ORGANIZED CRIME WESTERN HEMISPHERE FOR THE PURPOSE OF MAXIMIZING INTER-AGENCY COOPERATION, AND TO IDENTIFY AND TARGET CRIMINAL ENTERPRISE GROUPS RESPONSIBLE FOR VIOLENT CRIMES WITHIN THE CITY AND SURROUNDING AREAS, WITH NO COST TO THE CITY OF LAREDO. THIS MOU WAS PREVIOUSLY APPROVED USING THE SAN ANTONIO HYBRID TASK FORCE NAME AND IT HAS RECENTLY BEEN MODIFIED TO THE SAN ANTONIO HIDTA TASK FORCE. THIS RATIFICATION IS ONLY TO REFLECT THE CORRECT TASK FORCE NAME ON THE MOU.**

INITIATED BY:	STAFF SOURCE:
Rosario C. Cabello Interim City Manager	Claudio Treviño, Jr. Chief of Police

PREVIOUS COUNCIL ACTION:
City Council approved Resolution #2022-R-129 on August 1, 2022.

BACKGROUND:

The purpose of this MOU is to delineate the responsibilities of the FBI HIDTA Task Force participants, maximize inter-agency cooperation, and formalize relationships between the participating agencies for policy guidance, planning, training, public and media relations. The mission of the FBI HIDTA Task Force is to identify and target criminal enterprise groups responsible for drug trafficking, money laundering, robbery, cries of violence such as murder and aggravated assault, and financial crimes such as fraud that further facilitate these violations. The FBI HIDTA Task Force will enhance the effectiveness of federal/state/local law enforcement resources through a well-coordinated initiative seeking the most effective investigative/prosecutive avenues by which to convict and incarcerate dangerous offenders.

FINANCIAL IMPACT:
N/A

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
	Recommends the approval of this Resolution.

RESOLUTION #2022-R-170

AUTHORIZING THE INTERIM CITY MANAGER TO RATIFY ENTERING INTO AND EXECUTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAREDO POLICE DEPARTMENT (LPD) AND THE FEDERAL BUREAU OF INVESTIGATION (FBI) SAN ANTONIO HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) TASK FORCE - TRANSNATIONAL ORGANIZED CRIME WESTERN HEMISPHERE FOR THE PURPOSE OF MAXIMIZING INTER-AGENCY COOPERATION, AND TO IDENTIFY AND TARGET CRIMINAL ENTERPRISE GROUPS RESPONSIBLE FOR VIOLENT CRIMES WITHIN THE CITY AND SURROUNDING AREAS, WITH NO COST TO THE CITY OF LAREDO. THIS MOU WAS PREVIOUSLY APPROVED USING THE SAN ANTONIO HYBRID TASK FORCE NAME AND IT HAS RECENTLY BEEN MODIFIED TO THE SAN ANTONIO HIDTA TASK FORCE. THIS RATIFICATION IS ONLY TO REFLECT THE CORRECT TASK FORCE NAME ON THE MOU.

Whereas, this MOU was previously approved using the San Antonio Hybrid Task Force and it has recently been modified to the San Antonio HIDTA Task Force;

Whereas, this ratification is only to reflect the correct task force name on the MOU;

Whereas, the Chief of Police recommends the approval of this memorandum of agreement.

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

SECTION 1: Authorizing the Interim City Manager to ratify entering into and executing a memorandum of understanding between the City of Laredo Police Department (LPD) and the Federal Bureau of Investigation (FBI) San Antonio High Intensity Drug Trafficking Area (HIDTA) Task Force - Transnational Organized Crime Western Hemisphere for the purpose of maximizing inter-agency cooperation, and to identify and target criminal enterprise groups responsible for violent crimes within the city and surrounding areas, with no cost to the City of Laredo. This MOU was previously approved using the San Antonio HYBRID Task Force name and it has recently been modified to the San Antonio HIDTA Task Force. This ratification is only to reflect the correct task force name on the MOU.

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:

_____
DOAHN “ZONE” T. NGUYEN
CITY ATTORNEY

FEDERAL BUREAU OF INVESTIGATION
SAN ANTONIO HIGH-INTENSITY DRUG TRAFFICKING AREA TASK FORCE -
TRANSNATIONAL ORGANIZED CRIME WESTERN HEMISPHERE
MEMORANDUM OF UNDERSTANDING

PARTIES

1. This Memorandum of Understanding (MOU) is entered into by and between the Federal Bureau of Investigation (FBI) and the Laredo Police Department (LPD) ("the Parties"). Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation between these agencies.

AUTHORITIES

2. Authority for the FBI to enter into this agreement can be found in Title 28, United States Code (U.S.C.), Section (§) 533; 34 U.S.C. § 10211; Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.

PURPOSE

3. The purpose of this MOU is to delineate the responsibilities of the San Antonio High-Intensity Drug Trafficking Area Task Force (HIDTA Task Force) - Transnational Organized Crime Western Hemisphere personnel; formalize relationships between participating agencies for policy guidance, planning, training, public, and media relations; and maximize inter-agency cooperation.

4. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof. No assignment or rights, duties, or obligations of this MOU shall be made by any party without the express written approval of a duly authorized representative of all other parties.

MISSION

5. The mission of the HIDTA Task Force is to identify and target for prosecution criminal enterprise groups responsible for drug trafficking, money laundering, robbery, crimes of violence such as murder and aggravated assault, and financial crimes such as fraud that further facilitate these violations. The HIDTA Task Force will enhance the effectiveness of federal/state/local law enforcement resources through a well-coordinated initiative seeking the most effective investigative/prosecutive avenues to convict and incarcerate dangerous offenders.

SUPERVISION AND CONTROL

A. Supervision

6. Overall management of the task force shall be the shared responsibility of the participating agency heads and/or their designees.

7. The Special Agent in Charge (SAC) of the FBI San Antonio Division shall designate one Supervisory Special Agent (HIDTA Task Force Supervisor) to supervise the HIDTA Task Force. The HIDTA Task Force Supervisor may designate a Special Agent to serve as the HIDTA Task Force Coordinator (Task Force Coordinator). Either the HIDTA Task Force Supervisor or the Task Force Coordinator shall oversee day-to-day operational and investigative matters pertaining to the HIDTA Task Force.

8. Conduct undertaken outside the scope of an individual's HIDTA Task Force duties and assignments under this MOU shall not fall within the oversight responsibility of the HIDTA Task Force Supervisor or Task Force Coordinator.

9. HIDTA Task Force personnel will continue to report to their respective agency heads for non-investigative administrative matters not detailed in this MOU.

10. Continued assignment of personnel to the HIDTA Task Force will be based on performance and at the discretion of appropriate management. The FBI SAC and HIDTA Task Force Supervisor will also retain discretion to remove any individual from the HIDTA Task Force.

B. Case Assignments

11. The FBI HIDTA Task Force Supervisor will be responsible for opening, monitoring, directing, and closing HIDTA Task Force investigations in accordance with existing FBI policy and the applicable United States Attorney General's Guidelines.

12. Assignments of cases to personnel will be based on, but not limited to, experience, training, and performance, in addition to the discretion of the HIDTA Task Force Supervisor.

13. For FBI administrative purposes, HIDTA Task Force cases will be entered into the FBI computer system.

14. HIDTA Task Force personnel will have equal responsibility for each case assigned. HIDTA Task Force personnel will be responsible for complete investigation from predication to resolution.

C. Resource Control

15. The head of each participating agency shall determine the resources to be dedicated by that agency to the HIDTA Task Force, including personnel, as well as the continued dedication of those resources. The participating agency head or designee shall be kept fully apprised of all investigative developments by their

subordinates.

OPERATIONS

A. Investigative Exclusivity

16. It is agreed that matters designated to be handled by the HIDTA Task Force will not knowingly be subject to non- HIDTA Task Force law enforcement efforts by any participating agencies. It is incumbent on each agency to make proper internal notification regarding the HIDTA Task Force's existence and areas of concern.

17. It is agreed that there is to be no unilateral action taken on the part of the FBI or the LPD relating to HIDTA Task Force investigations or areas of concern. All law enforcement actions will be coordinated and cooperatively carried out.

18. HIDTA Task Force investigative leads outside of the geographic areas of responsibility for the FBI San Antonio Division will be communicated to other FBI offices for appropriate investigation.

B. Confidential Human Sources

19. The disclosure of FBI informants or Confidential Human Sources (CHSs) to non- HIDTA Task Force personnel will be limited to situations that are essential to the effective performance of the HIDTA Task Force and only with prior FBI approval. These disclosures will be consistent with applicable FBI guidelines and policy.

20. Non-FBI HIDTA Task Force personnel must not make any further disclosure of the identity of an FBI CHS, including to other individuals assigned to the HIDTA Task Force. No documents which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.

21. In those instances where the LPD provides a CHS, the FBI may, consistent with FBI policy, become solely responsible for the CHS's continued development, operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.

22. Applicable United States Attorney General's Guidelines and FBI policy and procedure for operating FBI CHSs shall apply to all FBI CHSs opened and operated in furtherance of HIDTA Task Force investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.

23. Operation, documentation, and payment of any CHS opened and operated in furtherance of a HIDTA Task Force investigation must be in accordance with applicable United States Attorney General's Guidelines and FBI policy, regardless of whether the handling agency is an FBI HIDTA Task Force participating agency. Documentation of state, county, or local CHSs opened and operated in furtherance of HIDTA Task Force investigations shall be maintained at an agreed-upon location.

C. Reports and Records

24. Records or reports created or obtained by the HIDTA Task Force are the property of the FBI, and disclosure of such records, if it occurs, shall be pursuant to applicable federal law, with the approval of the FBI. If such records are shared outside of the HIDTA Task Force with state and/or local law enforcement agencies, they are merely loaned to the non-Federal agency and are subject to retrieval by the FBI at its discretion. In the event that the Laredo Police Department receives a request pursuant to Texas's public records statute, the civil or criminal discovery process, or other judicial, legislative, or administrative processes close HIDTA Task Force records, the Laredo Police Department will immediately notify the FBI of any such request to give sufficient time for the FBI to seek to prevent disclosure through appropriate channels, if necessary.

25. All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by HIDTA Task Force personnel may be made available for inclusion in the respective investigative agencies' files as appropriate.

26. HIDTA Task Force reports prepared in cases assigned to HIDTA Task Force personnel will be maintained at an FBI-approved location; the FBI will maintain original documents.

27. Records and reports generated in HIDTA Task Force cases which are opened and assigned by the FBI SSA with designated oversight for investigative and personnel matters will be maintained in the FBI investigative file for HIDTA Task Force.

28. HIDTA Task Force investigative records maintained at the FBI San Antonio Division of the FBI will be available to all HIDTA Task Force personnel, as well as their supervisory and command staff subject to pertinent legal, administrative, and/or policy restrictions.

29. All evidence and original tape recordings (audio and video) acquired by the FBI during the course of the HIDTA Task Force investigations will be maintained by the FBI. The FBI's rules and policies governing the submission, retrieval, and chain of custody will be adhered to by HIDTA Task Force personnel.

30. All HIDTA Task Force investigative records will be maintained at an approved FBI location. Placement of all or part of said information into LPD's files rests with the discretion of supervisory personnel of the concerned agencies, subject to FBI SSA approval.

31. Classified information and/or documents containing information that identifies or tends to identify an FBI CHS shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied and only with prior FBI approval.

32. The Parties acknowledge that this MOU may provide HIDTA Task Force personnel with access to information about U.S. persons which is protected by

the Privacy Act of 1974 and/or Executive Order 12333. The Parties expressly agree that all such information will be handled lawfully pursuant to the provisions thereof. The Parties further agree that if this access to information by HIDTA Task Force personnel requires a change in privacy compliance documents, those changes will be accomplished prior to access being granted.

INFORMATION SHARING

33. No information possessed by the FBI, including information derived from informal communications between HIDTA Task Force personnel and FBI employees not assigned to the HIDTA Task Force, may be disseminated by HIDTA Task Force personnel to non- HIDTA Task Force personnel without the approval of the HIDTA Task Force Supervisor and in accordance with the applicable laws and internal regulations, procedures, policies, or agreements between the FBI and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, HIDTA Task Force personnel will not provide LPD information to the FBI that is not otherwise available to it unless authorized by appropriate LPD officials.

34. Each Party that discloses personally identifiable information (PII) is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant, and such disclosure is consistent with relevant statutes, applicable United States Attorney General's Guidelines, and FBI policy.

35. The FBI is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the recipient will promptly notify the FBI so that corrective action can be taken. Similarly, if the FBI becomes aware that information it has received pursuant to this MOU is inaccurate, it will notify the contributing Party so that corrective action can be taken.

36. Each Party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing Party, and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.

37. Each Party will immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).

38. Each party agrees to provide, upon request, details regarding the handling and maintenance of data in electronic and paper recordkeeping systems maintained pursuant to the provisions of this MOU, in order to allow the other party to ensure that appropriate security and privacy protections are in place. Such information shall be provided to the extent allowable by the laws, regulations, and policies governing each party.

PROSECUTIONS

39. HIDTA Task Force investigative procedures, whenever practicable, are to

conform to the requirements which would allow for either federal or state prosecution.

40. A determination will be made on a case-by-case basis whether the prosecution of HIDTA Task Force cases will be at the state or federal level. This determination will be based on the evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of the HIDTA Task Force.

41. In the event that a state or local matter is developed that is outside the jurisdiction of the FBI or it is decided to prosecute a HIDTA Task Force case at the state or local level, the FBI agrees to provide all relevant information to the state and local authorities in accordance with all applicable legal and policy limitations.

A. Investigative Methods/Evidence

42. For cases assigned to an FBI Special Agent or in which FBI CHSs are utilized, the parties agree to conform to federal standards concerning evidence collection, processing, storage, and electronic surveillance. However, in situations where the investigation will be prosecuted in the State Court where statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by FBI case agents shall conform to the requirements of such statutory or common law pending a decision as to the venue for prosecution.

43. In all cases assigned to the state, county, or local law enforcement participants, the parties agree to utilize federal standards pertaining to evidence handling and electronic surveillance activities as outlined in the Domestic Investigations and Operations Guide to the greatest extent possible. However, in situations where the statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by state and local law enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to the venue for prosecution.

44. The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policies and procedures of the FBI.

B. Undercover Operations

45. All HIDTA Task Force undercover operations will be conducted and reviewed in accordance with FBI guidelines and policies and applicable United States Attorney General's Guidelines, including the Attorney General's Guidelines on Federal Bureau of Investigation Undercover Operations. All participating agencies may be requested to enter into an additional agreement if an employee of the participating agency is assigned duties that require the officer to act in an undercover capacity.

USE OF LESS-THAN-LETHAL DEVICES

46. The parent agency of each individual assigned to the HIDTA Task Force will ensure

that while the individual is participating in FBI-led task force operations in the capacity of a task force officer, task force member, or task force participant, the individual will carry only less-than-lethal devices that the parent agency has issued to the individual and that the individual has been trained in accordance with the agency's policies and procedures.

47. The parent agency of each individual assigned to the HIDTA Task Force will ensure that the agency's policies and procedures for use of any less-than-lethal device that will be carried by the task force officer, task force member, or task force participant are consistent with the Department of Justice (DOJ) May 16, 2011 policy statement on the Use of Less-Than-Lethal Devices.

48. Pursuant to Section VIII of May 16, 2011, DOJ Policy on the Use of Less-Than-Lethal Devices, all state/local officers participating in joint task force operations must be made aware of and adhere to this DOJ policy and its limits on DOJ officers.

DEADLY FORCE AND SHOOTING INCIDENT POLICIES

49. HIDTA Task Force personnel will follow their own agencies' policies concerning firearms discharge and use of deadly force.

DEPUTATIONS

50. Local and state law enforcement personnel designated to the HIDTA Task Force, subject to a limited background inquiry, may be sworn as federally deputized Special Deputy United States Marshals, with the FBI securing the required deputation authorization. These deputations should remain in effect throughout the tenure of each investigator's assignment to the HIDTA Task Force or until the termination of the HIDTA Task Force, whichever comes first.

51. Deputized HIDTA Task Force personnel will be subject to the rules and regulations pertaining to such deputation. Administrative and personnel policies imposed by the participating agencies will not be voided by the deputation of their respective personnel.

VEHICLES

52. In furtherance of this MOU, employees of LPD may be permitted to drive FBI-owned or leased vehicles for official HIDTA Task Force business and only in accordance with applicable FBI policy, rules, and regulations, including those outlined in the FBI Government Vehicle Use Policy Guide (1093PG). The assignment of an FBI-owned or leased vehicle to LPD HIDTA Task Force personnel will require the execution of a separate Vehicle Use Agreement.

53. The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to HIDTA Task Force business.

54. The FBI and the United States will not be responsible for any tortious act or omission on the part of LPD and/or its employees or for any liability resulting from the use of an FBI-owned or leased vehicle utilized by LPD HIDTA Task Force

personnel, except where liability may fall under the provisions of the Federal Tort Claims Act (FTCA), as discussed in the Liability Section herein below.

55. The FBI and the United States shall not be responsible for any civil liability arising from the use of an FBI-owned or leased vehicle by LPD HIDTA Task Force personnel while engaged in any conduct other than their official duties and assignments under this MOU.

56. To the extent permitted by applicable law, LPD agrees to hold harmless the FBI and the United States, for any claim for property damage or personal injury arising from any use of an FBI-owned or leased vehicle by LPD HIDTA Task Force personnel that is outside the scope of their official duties and assignments under this MOU.

SALARY/OVERTIME COMPENSATION

57. The FBI and LPD remain responsible for all personnel costs for their HIDTA Task Force representatives, including salaries, overtime payments, and fringe benefits consistent with their respective agencies, except as described in paragraph 58 below.

58. Subject to funding availability and legislative authorization, the FBI will reimburse LPD the cost of overtime worked by non-federal HIDTA Task Force personnel assigned full- time to HIDTA Task Force, provided overtime expenses were incurred as a result of HIDTA Task Force-related duties, and subject to the provisions and limitations set forth in a separate Cost Reimbursement Agreement to be executed in conjunction with this MOU. A separate Cost Reimbursement Agreement must be executed between the FBI and LPD for a full-time employee(s) assigned to HIDTA Task Force, consistent with regulations and policy, prior to any reimbursement by the FBI. Otherwise, overtime shall be compensated in accordance with applicable LPD overtime provisions and shall be subject to the prior approval of appropriate personnel.

PROPERTY AND EQUIPMENT

59. Property utilized by the HIDTA Task Force in connection with authorized investigations and/or operations and in the custody and control and used at the direction of the HIDTA Task Force will be maintained in accordance with the policies and procedures of the agency supplying the equipment. Property damaged or destroyed which was utilized by HIDTA Task Force in connection with authorized investigations and/or operations and is in the custody and control and used under the direction of the HIDTA Task Force, will be the financial responsibility of the agency supplying said property.

FUNDING

60. This MOU is not an obligation or commitment of funds, nor a basis for the transfer of funds, but rather is a basic statement of the understanding between the parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU.

61. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

FORFEITURES

62. The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with HIDTA Task Force operations.

63. Asset forfeitures will be conducted in accordance with federal law, and the rules and regulations set forth by the FBI and DOJ. Forfeitures attributable to HIDTA Task Force investigations may be equitably shared with the agencies participating in the HIDTA Task Force.

DISPUTE RESOLUTION

64. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the HIDTA Task Force's objectives.

65. The participating agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

MEDIA RELEASES

66. All media releases and statements will be mutually agreed upon and jointly handled according to FBI and LPD policy and guidelines.

67. Press releases will conform to DOJ Guidelines regarding press releases. No release will be issued without the FBI final written approval.

SELECTION TO HIDTA TASK FORCE AND SECURITY CLEARANCES

68. If an LPD candidate for the HIDTA Task Force will require a security clearance, he or she will be contacted by FBI security personnel to begin the background investigation process prior to the assigned start date.

69. If, for any reason, the FBI determines that an LPD candidate is not qualified or eligible to serve on the HIDTA Task Force, the LPD will be so advised, and a request will be made for another candidate.

70. Upon being selected, each candidate will receive a comprehensive briefing on FBI field office security policies and procedures. During the briefing, each candidate will execute non-disclosure agreements (SF-312 and FD-868), as may be necessary or required by the FBI.

71. Before receiving unescorted access to FBI space identified as an open storage facility, HIDTA Task Force personnel will be required to obtain and maintain a Top Secret security clearance. HIDTA Task Force personnel will not be allowed

unescorted access to FBI space unless they have received a Top-Secret security clearance.

72. Upon departure from the HIDTA Task Force, each individual whose assignment to the HIDTA Task Force is completed will be given a security debriefing and reminded of the provisions contained in the non-disclosure agreements to which he or she previously agreed.

LIABILITY

73. The participating agencies acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the HIDTA Task Force.

74. The LPD shall immediately notify the FBI of any civil, administrative, or criminal claim, complaint, discovery request, or other requests for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to the HIDTA Task Force or otherwise relating to the HIDTA Task Force. In the event that a civil claim or complaint is brought against a state or local officer assigned to the HIDTA Task Force, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.

75. For the limited purpose of defending against a civil claim arising from alleged negligent or wrongful conduct under common law under the FTCA, 28 U.S.C. § 1346(b), and §§ 2671- 2680: An individual assigned to the HIDTA Task Force who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request to be certified by the Attorney General or his designee as having acted within the scope of federal employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(2). Upon such certification, the individual will be considered an "employee" of the United States government for the limited purpose of defending the civil claim under the FTCA, and the claim will proceed against the United States as the sole defendant. 28 U.S.C. § 2679(d)(2). Once an individual is certified as an employee of the United States for purposes of the FTCA, the United States is substituted for the employee as the sole defendant with respect to any tort claims. Decisions regarding certification of employment under the FTCA are made on a case-by-case basis, and the FBI cannot guarantee such certification to any HIDTA Task Force personnel.

76. For the limited purpose of defending against a civil claim arising from an alleged violation of a federal statute or of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971), an individual assigned to the HIDTA Task Force who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General. The letter should be provided to Chief Division Counsel (CDC) for the FBI San Antonio Division, who will then coordinate the

request with the FBI Office of the General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation or indemnification to any HIDTA Task Force personnel.

77. Liability for any conduct by HIDTA Task Force personnel undertaken outside of the scope of their assigned duties and responsibilities under this MOU shall not be the responsibility of the FBI or the United States.

DURATION

78. The term of this MOU is for the duration of the HIDTA Task Force's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the participating agencies.

79. Any participating agency may withdraw from the HIDTA Task Force at any time by written notification to the FBI SSA with designated oversight for investigative and personnel matters or program manager of the HIDTA Task Force at least 30 days prior to withdrawal.

80. Upon termination of this MOU, all equipment provided to the HIDTA Task Force will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, the remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any HIDTA Task Force participation.

MODIFICATIONS

81. This agreement may be modified at any time by written consent of all involved agencies.

82. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

City Council-Regular
Meeting Date: 10/17/2022
Initiated By: Rosario Cabello, Deputy City Manager
Staff Source: Claudio Treviño Jr., Chief of Police

SUBJECT

2022-R-171 Authorizing the Interim City Manager to submit a grant application in the estimated amount of $50,000.00 to the Texas Department of Transportation to fund the FY 2023 STEP Impaired Driving Mobilization (IDM) Program. The City of Laredo must match approximately 24% of the total grant funds. The performance period is during enforcement waves scheduled on holidays between October 01, 2022 through September 30, 2023. This grant funding is to pay overtime salaries to officers to increase enforcement to arrest individuals driving while intoxicated (DWI) and driving under the influence (DUI) of alcohol by a minor. Funding is available in the Special Police Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The Texas Department of Public Transportation has made a grant titled STEP Impaired Driving Mobilization Program available to the Laredo Police Department. Selective Traffic Enforcement Program (STEP) projects reimburse overtime activities by local law enforcement to reduce crashes by focusing enforcement efforts on high crash areas called Enforcement Zones. Impaired Driving Mobilization (IDM) project conducts enforcement waves during holiday periods to increase arrests for driving while intoxicated (DWI), and/or driving under the influence (DUI) of alcohol by a minor. The IDM Waves scheduled are the Christmas/New Year's Wave, Spring Break Wave, Independence Day Wave, and Labor Day Wave.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Recommends that Council approves the resolution.

Fiscal Impact

Fiscal Year:	2023
Bugeted Y/N?:	Y
Source of Funds:	Special Police
Account #:	229-2333
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:

Funding is available in the Special Police Fund 229-2333.

Attachments

Resolution

RESOLUTION 2022-R-171

AUTHORIZING THE INTERIM CITY MANAGER TO SUBMIT A GRANT APPLICATION IN THE ESTIMATED AMOUNT OF $50,000.00 TO THE TEXAS DEPARTMENT OF TRANSPORTATION TO FUND THE FY 2023 STEP IMPAIRED DRIVING MOBILIZATION (IDM) PROGRAM. THE CITY OF LAREDO IS REQUIRED TO MATCH APPROXIMATELY 24% OF TOTAL GRANT FUNDS. THE PERFORMANCE PERIOD IS DURING ENFORCEMENT WAVES SCHEDULED ON HOLIDAYS BETWEEN OCTOBER 01, 2022 THROUGH SEPTEMBER 30, 2023. THIS GRANT FUNDING IS TO PAY OVERTIME SALARIES TO OFFICERS IN ORDER TO INCREASE ENFORCEMENT TO ARREST INDIVIDUALS DRIVING WHILE INTOXICATED (DWI) AND DRIVING UNDER THE INFLUENCE (DUI) OF ALCOHOL BY MINOR. FUNDING IS AVAILABLE IN THE SPECIAL POLICE FUND.

Whereas, there is available to the City of Laredo a grant entitled STEP Impaired Driving Mobilization Program from the Texas Department of Transportation for the enforcement to arrest individuals driving under the influence of a controlled substance; and

Whereas, the City Council finds that such acceptance should be made and will be beneficial to the City of Laredo; and

Whereas, in order to ensure compliance and funding eligibility of said grant the Laredo Police Department is required to implement and fully comply with the requirements of our internal ethics and compliance program required by Title VI Texas Administrative Code Section 10.51 prior to award and/or disbursement of grant funds.

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

Section 1: Authorizing the Interim City Manager to submit a grant application in the estimated amount of $50,000.00 to the Texas Department of Transportation to fund the FY 2023 STEP Impaired Driving Mobilization (IDM) program. The City of Laredo is required to match approximately 24% of total grant funds. The performance period is IDM enforcement wave dates scheduled by TxDOT between October 01, 2022 through September 30, 2023. This grant funding is to pay overtime salaries to officers in order to increase enforcement to arrest individuals driving while intoxicated (DWI) and driving under the influence (DUI) of alcohol by minor.

Section 2: It authorizes the Interim City Manager to execute all necessary documents to achieve 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: 10/17/2022
Initiated By: Rosario Cabello, Deputy City Manager
Staff Source: Claudio Treviño Jr., Chief of Police

SUBJECT

2022-R-172 Authorizing the Interim City Manager to accept a grant in the amount of $67,974.00 from 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 is available in the Special Police Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

Resolution 2022-R-114 to submit the grant application was approved by Council on July 18, 2022.

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 #:	229-2380/229-2381
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 is available in the Special Police Fund.

Attachments

Resolution
Award Notification

RESOLUTION 2022-R-172

AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT A GRANT IN THE AMOUNT OF $67,974.00 FROM 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 IS 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 accept a grant application in the amount of $67,974.00 from 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

From: Default <do-not-reply@ojp.usdoj.gov>
Sent: Monday, September 26, 2022 8:07 PM
To: Jose J. Villarreal <jvillarrea@ci.laredo.tx.us>; Rosario Cabello <Rcabello@ci.laredo.tx.us>; Laura L. Ortiz <lortiz2@ci.laredo.tx.us>
Subject: DOJ Justice Grants System - Award Number 15PBJA-22-GG-02315-JAGX Notification

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

JUSTgrants
JUSTICE GRANTS SYSTEM

Congratulations! Application GRANT13689903 submitted under the 2022 BJA FY 22 Edward Byrne Memorial Justice Assistance Grant Program - Local Solicitation has been selected for an award. Please log into Justice Grants System (JustGrants) at https://justgrants.usdoj.gov to see award details.

For assistance logging into JustGrants, contact JustGrants.Support@usdoj.gov or 833-872-5175.

Prior to the Authorized Representative accepting the award, the Entity Administrator needs to assign a Financial Manager (responsible for submitting the Federal Financial Form), a Grant Award Administrator (responsible for submitting Grant Award Modifications, Performance Reports and Closeouts) and an Alternate Grant Award Administrator (responsible for submitting Grant Award Modifications) to the award.

To be eligible for payment, follow the Automated Standard Application for Payments (ASAP) recipient enrollment and login guidance at the JustGrants Website www.justicegrants.usdoj.gov. Please do not reply to this message. You can contact your grant manager Wendy Rose at 120-251-4784 and Wendy.Rose@usdoj.gov

For more information go to www.justicegrants.usdoj.gov
JustGrants is operated under the U.S. Department of Justice

City Council-Regular
Meeting Date: 10/17/2022
Initiated By: Rosario Cabello, Deputy City Manager
Staff Source: Claudio Treviño Jr., Chief of Police

SUBJECT

2022-R-174 Authorizing the Interim City Manager to accept a grant in the amount of $24,975.00 from the Office of the Governor, Public Safety Office, Criminal Justice Division for the FY 2023 First Responder Mental Health Grant, Peer Support Program. The Laredo Police Department will utilize this funding to obtain a professional service contract for clinical advisory for trauma and work-related counseling and training for the sustainment of the LPD Peer Support Program. The grant performance period is October 01, 2022, through September 30, 2023. No local match is required. Grant funding is available in the Special Police Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

Resolution 2022-R-024 to submit the grant application was approved by Council on February 07, 2022.

BACKGROUND

The purpose of the First Responder Mental Health Program is to provide services and assistance directly to peace officers and first responders to address direct and indirect trauma that occurs in the course of their normal duties either as the result of the commission of crimes by other persons or in response to an emergency. The objectives of the program are to: provide a confidential, specialized, evidence-based approach to treating and reducing stress for officers and first responders; improve coping mechanism and strategies; increase morale and productivity; and reduce stigma associated with seeking help by providing safe, effective and confidential services. Federal funding is authorized for these projects under the Victims of Crime Act (VOCA) of 1984 as amended and codified in 34 U.S.C. § 20103. All awards are subject to the availability of appropriated federal funds and any modifications or additional requirements that may be imposed by law.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Recommends that Council approves the resolution.

Fiscal Impact

Fiscal Year:	2023
Bugeted Y/N?:	Y
Source of Funds:	Grant
Account #:	229-2392
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:

The OOG PO-Peace Officer Mental Health Program, Peer Support Program will be in the amount of $24,975.00. No local match required.
Grant funding is available in the Special Police Fund 229.

Attachments

Resolution
Award Notification
Statement of Grant Award

RESOLUTION 2022-R-174

AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT A GRANT IN THE AMOUNT OF $24,975.00 FROM THE OFFICE OF THE GOVERNOR (OOG), PUBLIC SAFETY OFFICE, CRIMINAL JUSTICE DIVISION (CJD) FOR THE FY 2023 FIRST RESPONDER MENTAL HEALTH GRANT, PEER SUPPORT PROGRAM. THE LAREDO POLICE DEPARTMENT WILL UTILIZE THIS FUNDING TO OBTAIN A PROFESSIONAL SERVICE CONTRACT FOR CLINICAL ADVISORY FOR TRAUMA AND WORK-RELATED COUNSELING AND TRAINING FOR THE SUSTAINMENT OF THE LPD PEER SUPPORT PROGRAM. THE GRANT PERFORMANCE PERIOD IS OCTOBER 01, 2022 THROUGH SEPTEMBER 30, 2023. NO LOCAL MATCH IS REQUIRED. GRANT FUNDING IS AVAILABLE IN THE SPECIAL POLICE FUND.

Whereas, the City of Laredo finds it in the best interest of the citizens of Laredo, that the Peer Support Program be operated for the 2022-2023 fiscal year; and

Whereas, the Police Chief recommends that City Council authorize this grant application to obtain a professional service contract for peer support; and

Whereas, the City of Laredo designates the Interim City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate this grant on behalf of the City of Laredo; and

Whereas, the City of Laredo agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Laredo assures that the funds will be returned to the Office of the Governor in full.

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

Section 1: Authorizing the Interim City Manager to accept a grant in the amount of $24,975.00 from the Office of the Governor (OOG), Public Safety Office, Criminal Justice Division (CJD) for the FY 2023 First Responder Mental Health Grant, Peer Support Program. The Laredo Police Department will utilize this funding to obtain a professional service contract for Clinical Advisory for Trauma and Work-Related Counseling and training for the sustainment of the LPD Peer Support Program. The grant performance period is October 01, 2022 through September 30, 2023.

Section 2: It authorizes the Interim City Manager to execute all necessary documents to obtain said grant and to effectuate its terms.

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

Grant Number: 3947303

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH T. NGUYEN
CITY ATTORNEY

From: eGrants@gov.texas.gov [mailto:eGrants@gov.texas.gov]
Sent: Thursday, October 6, 2022 12:20 PM
To: Rosario Cabello; Jose J. Villarreal; Jose F. Castillo
Subject: CJD eGrants: Notification of OOG Grant Award for Grant Number: 3947303

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

It is a pleasure to inform you that your application for funding has been awarded!

See the instructions below for specific information about activating your award. Thank you for your work and best wishes for a successful project.

Instructions for Activating Your Grant

To activate your agency's grant, the Authorized Official should log on to eGrants at https://eGrants.gov.texas.gov
and go to the 'My Home' page. In the 'Current Status' column, locate the application(s) marked 'Pending Acceptance of Award'. Click on the grant number and proceed to the 'Accept Award' tab. At the bottom of this page you may click the appropriate tab to 'Accept' or 'Decline' the award for your grant.

Public Safety Office (PSO)

Contact Us:	https://egrants.gov.texas.gov/contactpage.aspx
Help Desk Email:	eGrants@gov.texas.gov
Website:	https://eGrants.gov.texas.gov
PSO Phone:	(512) 463-1919

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	3947303	**Award Amount:**	$24,975.00
Date Awarded:	10/6/2022	**Grantee Cash Match:**	$0.00
Grant Period:	10/01/2022 - 09/30/2023	**Grantee In Kind Match:**	$0.00
Liquidation Date:	12/29/2023	**Grantee GPI:**	$0.00
Program Fund:	PO-Peace Officer Mental Health Program	**Total Project Cost:**	$24,975.00
Grantee Name:	Laredo, City of		
Project Title:	Peer Support Program FY 2023		
Grant Manager:	LaDonna McCray		
Unique Entity Identifier (UEI):	LDMTCMMA9Q44		

CFDA:	N/A
Federal Awarding Agency:	N/A-State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2022-PO-ST-0000
Total Federal Award/State Funds Appropriated:	$200,000.00

Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)
Is the Award R&D:	No
Federal/State Award Description:	The purpose of this program is to provide services and assistance directly to peace officers and first responders to address direct and indirect trauma that occurs in the course of their normal duties either as the result of the commission of crimes by other persons or in response to an emergency.

City Council-Regular
Meeting Date: 10/17/2022
Initiated By: Rosario Cabello, Deputy City Manager
Staff Source: Claudio Treviño, Jr., Chief of Police

SUBJECT

2022-R-176 Authorizing the Interim City Manager to accept a grant in the amount of $106,268.12 from the Office of the Governor's Homeland Security Grants Division (HSGD) for the purpose of funding the 2022 State Homeland Security Program-Law Enforcement Terrorism Prevention Activities (LETPA) Grant. This funding will be used to replace two fully equipped bomb response vehicles that are essential and necessary to prevent and respond to acts of terrorism. The performance period is October 1, 2022 through March 31, 2023. No local match is required. Funding is available in the Special Police Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

Resolution 2022-R-26 to submit the grant application was approved by Council on February 7, 2022.

BACKGROUND

The purpose of this funding is to support state, tribal, and local preparedness activities that continue to build law enforcement capabilities to prevent terrorist attacks and provide law enforcement and public safety communities with funds to support critical prevention and protection activities. The Office of the Governor, Public Safety Office, provides funding to implement investments that build, sustain, and deliver the core capabilities essential to achieving a secure and resilient state.

Funding for this project will be utilized to upgrade and replace two essential Laredo Police Department (LPD) Bomb Squad vehicles necessary in the prevention and response to acts or threats of terrorism. The goal of this unit and the activities it involves are to prevent, delay, divert, intercept and disrupt 100% of imminent threats within the City of Laredo and the STDC region.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

It is recommended that this resolution is approved.

Fiscal Impact

Fiscal Year:	2023
Bugeted Y/N?:	Y
Source of Funds:	Grant
Account #:	229-2361-525-9004
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:

Funding is available in the Special Police Fund 229.

Attachments

Resolution to Accept Grant
Statement of Grant Award-Bomb Response Vehicles

RESOLUTION NO. 2022-R-176

AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT A GRANT IN THE AMOUNT OF $106,268.12 FROM THE OFFICE OF THE GOVERNOR'S HOMELAND SECURITY GRANTS DIVISION (HSGD) FOR THE PURPOSE OF FUNDING THE 2022 STATE HOMELAND SECURITY PROGRAM-LAW ENFORCEMENT TERRORISM PREVENTION ACTIVITIES (LETPA) GRANT. THIS FUNDING WILL BE USED TO REPLACE TWO FULLY EQUIPPED BOMB RESPONSE VEHICLES THAT ARE ESSENTIAL AND NECESSARY TO PREVENT AND RESPOND TO ACTS OF TERRORISM. THE PERFORMANCE PERIOD IS OCTOBER 1, 2022 THROUGH MARCH 31, 2023. NO LOCAL MATCH IS REQUIRED. FUNDING IS AVAILABLE IN THE SPECIAL POLICE FUND.

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 will accept a grant in the amount of $106,268.12 from the Office of the Governor's Homeland Security Grants Division to fund the State Homeland Security Program-Law Enforcement Terrorism Prevention Activities (LETPA) Grant; and

Whereas, the City of Laredo use these funds for law enforcement combating domestic violence extremism, and terrorism prevention activities; and

Whereas, the City of Laredo has agreed that in the event of loss or misuse of funds, the City of Laredo assures that the funds will be returned to the Office of the Governor's Homeland Security Grants Division.

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

Section 1: Authorizing the Interim City Manager to accept a grant in the amount of $106,268.12 from the Office of the Governor's Homeland Security Grants Division (HSGD) for the purpose of funding the 2022 State Homeland Security Program-Law Enforcement Terrorism Prevention Activities (LETPA) Grant. This funding will be used to replace two fully equipped bomb response vehicles that are essential and necessary to prevent and respond to acts of terrorism. The performance period is October 1, 2022 through March 31, 2023. No local match is required. Funding is available in the Special Police Fund.

Section 2: It authorizes the Interim City Manager to execute all necessary documents to obtain said grant and to effectuate its term.

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

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	4443401	**Award Amount:**	$106,268.12
Date Awarded:	PREVIEW - AWARD NOT ACTIVE	**Grantee Cash Match:**	$0.00
Grant Period:	10/01/2022 - 03/31/2023	**Grantee In Kind Match:**	$0.00
Liquidation Date:	06/29/2023	**Grantee GPI:**	$0.00
Program Fund:	HS-Homeland Security Grant Program (HSGP)	**Total Project Cost:**	$106,268.12
Grantee Name:	Laredo, City of		
Project Title:	LPD Bomb Response Units		
Grant Manager:	Dorothy Caston		
Unique Entity Identifier (UEI):	LDMTCMMA9Q44		

CFDA:	97.067 - Homeland Security Grant Program (HSGP)
Federal Awarding Agency:	U.S. Department of Homeland Security, Federal Emergency Management Agency
Federal Award Date:	9/4/2020
Federal/State Award ID Number:	EMW-2020-SS-00054
Total Federal Award/State Funds	$98,320,229.00

Appropriated:	
Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)
Is the Award R&D:	No
Federal/State Award Description:	The purpose of the HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 31 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

City Council-Regular
Meeting Date: 10/17/2022
Initiated By: Rosario Cabello, Deputy City Manager
Staff Source: Claudio Treviño, Jr., Chief of Police

SUBJECT

2022-R-177 Authorizing the Interim City Manager to accept a grant in the amount of $20,034.04 from the U.S. Department of Justice Programs for the purpose of funding the Patrick Leahy Bulletproof Vest Partnership Grant for FY 2022. The funds will be utilized to replace approximately 49 vests that have exceeded the recommended life expectancy. The Bulletproof Vest Partnership Program will provide funding in the amount of $20,034.04 with the other 50% of the project being provided by city match for a total grant amount of $40,068.08. The grant performance period is from October 1, 2022 through August 31, 2024. Funding is available in the Special Police Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The Patrick Leahy Bulletproof Vest Partnership (BVP), created by the Bulletproof Vest Partnership Grant Act of 1998 is a unique U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement to help save the lives of law enforcement officer by providing funds to support the purchase of bulletproof vests. Since 1999, the BVP program has awarded more than 13,000 jurisdictions of a total of $548 million in federal funds for the purchase of over one million vests.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

It is recommended that this resolution is approved.

Fiscal Impact

Fiscal Year: 2023

Bugeted Y/N?: Y
Source of Funds: Special Police
Account #: 229-2330-522-2400
Change Order: Exceeds 25% Y/N: N/A
FINANCIAL IMPACT:
Funding is available is the Special Police Fund - The Patrick Leahy Bulletproof Vest Partnership Program Grant: $40,068.08 ($20,034.04 Grant, $20,034.04 City Match).

Attachments

Resolution

RESOLUTION # 2022-R-177

AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT A GRANT IN THE AMOUNT OF $20,034.04 FROM THE U.S. DEPARTMENT OF JUSTICE PROGRAMS FOR THE PURPOSE OF FUNDING THE PATRICK LEAHY BULLETPROOF VEST PARTNERSHIP GRANT FOR FY 2022. THE FUNDS WILL BE UTILIZED TO REPLACE APPROXIMATELY 49 VESTS THAT HAVE EXCEEDED THE RECOMMENDED LIFE EXPECTANCY. THE BULLETPROOF VEST PARTNERSHIP PROGRAM WILL PROVIDE FUNDING IN THE AMOUNT OF $20,034.04 WITH THE OTHER 50% OF THE PROJECT BEING PROVIDED BY CITY MATCH FOR A TOTAL GRANT AMOUNT OF $40,068.08. THE GRANT PERFORMANCE PERIOD IS FROM OCTOBER 1, 2022 THROUGH AUGUST 31, 2024. FUNDING IS AVAILABLE IN THE SPECIAL POLICE FUND.

Whereas, the City of Laredo designates the Interim City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate this grant on behalf of the City of Laredo; and

Whereas, the City of Laredo agrees to provide applicable matching funds for the said project as required by U.S. Department of Justice, Office of Justice Programs; and

Whereas, the City Council finds that such acceptance of this grant should be made and will be beneficial to the city.

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

Section 1: Authorizing the Interim City Manager to accept a grant in the amount of $20,034.04 from the U.S. Department of Justice Programs for the purpose of funding the Patrick Leahy Bulletproof Vest Partnership Grant for FY 2022. The funds will be utilized to replace approximately 49 vests that have exceeded the recommended life expectancy. The Bulletproof Vest Partnership Program will provide funding in the amount of $20,034.04 with the other 50% of the project being provided by city match for a total grant amount of $40,068.08. The grant performance period is from October 1, 2022 through August 31, 2024. Funding is available in the Special Police Fund.

Section 2: It authorizes the Interim City Manager to execute all necessary documents to obtain 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. “ZONE” NGUYEN
CITY ATTORNEY

City Council-Regular
Meeting Date: 10/17/2022
Initiated By: Rosario Cabello, Deputy City Manager
Staff Source: Claudio Treviño Jr., Chief of Police; Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to authorize the purchase of two (2) bomb response vehicles from Silsbee Ford, Silsbee, Texas in the amount of $111,268.12. The purchase of these vehicles shall be made utilizing the Goodbuy Contract Pricing Program. Funding is available in the Special Police Fund-State Homeland Security Grant-Law Enforcement Terrorism Prevention Activities (LETPA) Program and in the Police Trust Fund. The grant will be funding $106,268.12 and the Police Trust fund $5,000.00 for a total amount of $111,268.12.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Authorized participation in the Goodbuy Contract Pricing Program, Contract No. 22-22 8F000.

BACKGROUND

Authorization is requested to purchase two (2) bomb response vehicles for the Laredo Police Department utilizing the Goodbuy Contract Pricing Program. Delivery is expected within ninety to one hundred and twenty (90-120) days after receipt of order.

Vendor	Description	Qty	Unit Price	Extended Total
Silsbee Ford-Goodbuy Contract 22-22 8F000	2023 Chevrolet Suburban	2	$55,484.06	$110,968.12
	Goodbuy Administrative Fee			$300.00
	Total			$111,268.12

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this purchase be approved.

Fiscal Impact

Fiscal Year: 2023
Bugeted Y/N?: Y
Source of Funds: Grant
Account #: Various
Change Order: Exceeds 25% Y/N: N/A
FINANCIAL IMPACT:

Funding Source	Account	Total
Special Police Fund 229-State Homeland Security Grant -LETPA	229-2361-525-9004 Project: BOMB23	$106,268.12
Police Trust Fund	665-2300-525-9004	$ 5,000.00
TOTAL		$111,268.12

Attachments

Quote

PRODUCT PRICING SUMMARY

GOODBUY 22-22 8F000 VEHICLES

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF LAREDO
Prepared by: GLEN ANGELLE
Contact: MANUEL MACIEL
Phone: 409-880-9191
Email:
Email: gangelle.cowboyfleet@gmail.com
Product Description: 2023 CHEVROLET SUBURBAN
Date: September 16, 2022

A. **Bid Item:** _____ **A. Base Price:** **$43,307.00**

B. **Factory Options**

Code	Options	Bid Price	Code	Options	Bid Price
				EXT-WHITE	
	5.3L V8			INT. BLACK	
	POWER LOCKS/WINDOWS			40/20/40 FRONT & REAR CLOTH	
	CRUISE CONTROL			9 PASSENGER	
	KEYLESS ENTRY			VINYL FLOORS	
	REAR VIEW CAMERA				
	RUNNING BOARDS				
	LIMITED SLIP REAR END				
	4G WIFI HOTSPOT				
	BLUETOOTH				

Total of B. Published Options: **$-**

Published Option Discount (5%) **$-**

C. **Additional Options [not to exceed 25%]** **$=** 5.8 **%**

Options	Bid Price	Options	Bid Price
2023 ADJUSTMENT	$2,500.00		

Total of C. Unpublished Options: **$2,500.00**

D. **Floor Plan Interest (for in-stock and/or equipped vehicles):** **$-**

E. **Lot Insurance (for in-stock and/or equipped vehicles):** **$-**

F. **Contract Price Adjustment:** EMERGENCY EQUIPMENT **$8,977.06**

G. **Additional Delivery Charge:** 400 **miles** **$700.00**

H. **Subtotal:** **$55,484.06**

I. **Quantity Ordered** 2 **x K =** **$110,968.12**

J. **Trade in:** _____ **$-**

K. **GOODBUY Administrative Fee ($300 per purchase order)** **$300.00**

L. **TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE** **$111,268.12**

City Council-Regular
Meeting Date: 10/17/2022
Initiated By: Rosario Cabello, Deputy City Manager
Staff Source: Claudio Treviño, Jr., Chief of Police

SUBJECT

Authorizing the Interim City Manager to accept a grant in the amount of $38,078.00 from the Office of the Governor's Homeland Security Grants Division to fund the State Homeland Security Program - Law Enforcement Terrorism Prevention Activities (LETPA) Grant. This funding will be utilized to purchase one (1) complete Med Eng EOD 10E bomb suit for the Laredo Police Department (LPD) Bomb Squad Unit. The grant performance period is October 1, 2022, through September 30, 2023. No local match is required. Funding is available in the Special Police Fund-State Homeland Security- LETPA Grant.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Resolution 2022-R-018 to submit the grant application was approved by Council on February 7, 2022.

BACKGROUND

The Homeland Security Grants Division (HSGD) of the Governor's Office solicited applications for projects that support state and local efforts to prevent terrorism and other catastrophic events and prepare for the threats and hazards that pose the greatest risk to the security of Texas citizens.

Funding for this project will enhance the capability of the LPD Bomb Squad Unit technicians to detect and resolve threats involving chemical, biological, radiological, nuclear and explosive (CBRNE) devices or weapons of mass destruction (WWD). The funding will be used to purchase one (1) complete Med Eng EOD 10E bomb suit. The unit serves as a regional response team and supports, via a task force, the Alcohol, Tobacco and Firearms (ATF) Laredo office. It remains LPD's priority to have equipment to be able to prevent and protect against terrorist attacks in the City of Laredo and the metropolitan areas in the South Texas Development Council (STDC) region. The goal of this unit is to deter and disrupt threats of terrorism attacks at the earliest point possible. This involves responding to countless reports of suspicious devices, packages, and cargo while working with other local, state, and federal agencies. Funding for this project will ensure the safety of LPD Bomb Unit

technicians while performing their duties.

COMMITTEE RECOMMENDATION
N/A

STAFF RECOMMENDATION
That this resolution is approved.

Fiscal Impact

Fiscal Year:	2023
Bugeted Y/N?:	Y
Source of Funds:	Grant
Account #:	229-2329-525-9001
Change Order: Exceeds 25% Y/N:	N/A

FINANCIAL IMPACT:
Funding is available in the Special Police Fund 229.

Attachments

Resolution
Statement of Grant Award-Bomb Suit Project

RESOLUTION NO. 2022-R-175

AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT A GRANT IN THE AMOUNT OF $38,078.00, FROM THE OFFICE OF THE GOVERNOR'S HOMELAND SECURITY GRANTS DIVISION FOR THE PURPOSE OF FUNDING THE STATE HOMELAND SECURITY PROGRAM - LAW ENFORCEMENT TERRORISM PREVENTION ACTIVITIES (LETPA) GRANT. THIS FUNDING WILL BE UTILIZED TO PURCHASE ONE (1) COMPLETE MED ENG EOD 10E BOMB SUIT FOR THE LAREDO POLICE DEPARTMENT (LPD) BOMB SQUAD UNIT. THE GRANT PERFORMANCE PERIOD IS OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023. NO LOCAL MATCH IS REQUIRED. FUNDING IS AVAILABLE IN THE SPECIAL POLICE FUND-STATE HOMELAND SECURITY- LETPA GRANT.

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 will accept a grant in the amount of $38,078.00 from the Office of the Governor's Homeland Security Grants Division to fund the State Homeland Security Program (SHSP) -Law Enforcement Terrorism Prevention Activities (LETPA) Grant; and

Whereas, the City of Laredo use these funds for law enforcement terrorism prevention activities and other catastrophic events; and

Whereas, the City of Laredo has agreed that in the event of loss or misuse of funds, the City of Laredo assures that the funds will be returned to the Office of the Governor's Homeland Security Grants Division.

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

Section 1: Authorizing the Interim City Manager to accept a grant in the amount of $38,078.00, from the Office of the Governor's Homeland Security Grants Division for the purpose of funding the State Homeland Security Program - Law Enforcement Terrorism Prevention Activities (LETPA) Grant. This funding will be utilized to purchase one (1) complete Med Eng EOD 10E bomb suit for the Laredo Police Department (LPD) Bomb Squad Unit. The grant performance period is October 1, 2022 through September 30, 2023. No local match is required. Funding is available in the Special Police Fund-State Homeland Security- LETPA Grant.

Section 2: It authorizes the City Manager to execute all necessary documents to obtain said grant and to effectuate its term.

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

_____
PETE SAENZ
MAYOR

ATTEST:

_____
JOSE A. VALDEZ JR.
CITY SECRETARY

APPROVED AS TO FORM:

_____
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	4454301	**Award Amount:**	$38,078.00
Date Awarded:	10/5/2022	**Grantee Cash Match:**	$0.00
Grant Period:	10/01/2022 - 09/30/2023	**Grantee In Kind Match:**	$0.00
Liquidation Date:	12/29/2023	**Grantee GPI:**	$0.00
Program Fund:	HS-Homeland Security Grant Program (HSGP)	**Total Project Cost:**	$38,078.00
Grantee Name:	Laredo, City of		
Project Title:	ST/CP Bomb Suit for LPD Regional Response Team		
Grant Manager:	Dorothy Caston		
Unique Entity Identifier (UEI):	LDMTCMMA9Q44		

CFDA:	97.067 - Homeland Security Grant Program (HSGP)
Federal Awarding Agency:	U.S. Department of Homeland Security, Federal Emergency Management Agency
Federal Award Date:	9/12/2022
Federal/State Award ID Number:	EMW-2022-SS-00021
Total Federal Award/State Funds	$103,385,451.00

Appropriated:	
Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)
Is the Award R&D:	No
Federal/State Award Description:	The purpose of the HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 31 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

City Council-Regular

Meeting Date: 10/17/2022

Staff Source: John Orfila, Jr., Public Works Director, Miguel A. Pescador, Purchasing Agent; Arturo Garcia, Jr. Utilities Director

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SUBJECT

Consideration to award contract FY22-092 to the following vendors:

Patmo Concrete, Laredo, Texas, as Primary Vendor
City Ready Mix, Inc., Laredo, Texas, as Secondary Vendor

for the purchase of Ready Mix Cement (job site delivered) for Public Works and various city departments for an amount of $2,000,000.00 annually. This contract establishes Primary/Secondary vendors and pricing. The term of contract shall be for a period of one (1) year, beginning as of the date of its execution and may be extended for three (3) additional one (1) year periods, upon mutual agreement. All materials are purchased on an as-needed basis. Funding for this contract is available in the respective City department's operational budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City of Laredo went out on Formal Bid solicitations through Cit-E-Bid for awarding a supply contract for Public Works materials. Staff has reviewed the bid and is recommending that a contract be awarded to the Patmo Concrete, Laredo, Texas, Primary Vendor and City Ready Mix, Inc., Laredo, Texas, Secondary Vendor for the purchase of ready mix cement used in street paving, street reconstruction, and general repair projects for all City departments. The Term of this contract shall be for a period of one (1) year beginning as of the date ot its execution. The contract may be extended for three (3) , additional one (1) year periods upon mutual agreement.

Contract Pricing:

Description	Patmo Concrete Unit Price	City Ready Mix Unit Price
Class A, B, C Concrete (5000 PSI)	$156.00	$195.00
Class A, B, C Concrete (4000 PSI)	$150.00	$180.00
Class A, B, C Concrete (3600 PSI)	$145.00	$170.00
Class A, B, C Concrete (3000 PSI)	$140.00	$160.00
High Early Strength Concrete Mix	$165.00	$195.00
Trip surcharge for deliveries (3) cu/yds or less	$150.00	$250.00

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that contract be awarded.

Fiscal Impact

Fiscal Year: 2023

Bugeted Y/N?: Yes

Source of Funds:

Account #: Various Accounts

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.

These materials are used by city departments required for all city paving, repair, and construction projects.

Attachments

Contract Patmo

Contract City Ready Mix

RFB FY22-092 Ready Mix Cement
PATMO CONCRETE LLC
Supplier Response

Event Information

Number:	RFB FY22-092 Ready Mix Cement
Title:	FY22-092 -Ready Mix Cement - Public Works
Type:	Request For Bid
Issue Date:	9/6/2022
Deadline:	9/27/2022 05:00 PM (CT)
Notes:	The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

Contact Information

Contact:	Miguel A. Pescador
Address:	Purchasing Public Works Purchasing Division 5512 Thomas Ave. Laredo, TX 78041
Phone:	001 (956) 794-1730

Fax: 001 (956) 790-1805
Email: mpescador@ci.laredo.tx.us

PATMO CONCRETE LLC Information

Contact: GABRIEL GOLDARACENA
Address: 661 EL PICO RD
POBOX 450927
LAREDO, TX 78045
Phone: (956) 489-7235
Email: GABRIEL@PATMOCONCRETE.COM

By submitting your response, you certify that you are authorized to represent and bind your company.

GABRIEL GOLDARACENA
Signature

GABRIEL@PATMOCONCRETE.COM
Email

Submitted at 9/27/2022 11:17:35 AM (CT)

Requested Attachments

Conflict of Interest Form — COL COI 2022.pdf

Vendor needs to address if there is a conflict of interest, CIQ form has to be submitted with your response.

Non-Collusive Affidavit Form — COL AFFIDAVIT 2022.pdf

This form must be notarized and submitted with your response.

Certificate of Interested Parties — COL COIP 2022.pdf

Form 1295 is to be submitted upon award of bid.

Certified Laboratory Test Report — Patmo Concrete Mix Design 2022.pdf

Vendors will need to submit the Certified Laboratory Test Report as part of the bid. Shall be no older than one year.

Bid Attributes

1	**Award by Total** This contract will be awarded by total to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. A primary and secondary vendor (s) will be awarded this contract. ☑ Yes (Yes)
2	**Terms and Conditions for Request for Bids** **TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS** Bidders are required to submit bids upon the following expressed conditions: (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation. (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor. (c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes. **1.0 PREPARATION OF BIDS** Bids will be prepared in accordance with the following: (a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be

submitted electronically on Cit-E-Bid system.
(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
(d) Proposed delivery time must be shown and shall include Sundays and holidays
(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx
(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.
(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**
(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:
(a) Bidder misstates or conceals any material fact in the bid.
(b) Bid does not strictly conform to the law or the requirements of the bid.
(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.
(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be awarded to the **(lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.
Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:
"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."
(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).
(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
(f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.
Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.
4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

12.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE
OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS
§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT
(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☑ I Agree to the Terms and Conditions (I Agree to the Terms and Conditions)

3	**Insurance Terms and Conditions**

INSURANCE REQUIREMENTS If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of $1,000,000 per claim/ $2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

☑ I agree my insurance meets minumum requirements (I agree my insurance meets minumum requirements)

4	**Disqualification & Debarment Certification**

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

☑ I certify to the terms and conditions (I certify to the terms and conditions)

5	**Contract Requirements** **1.CODE OF ETHICS ORDINANCE** Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings. **1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD** A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration. **1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system)** The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true. **1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system)** The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only**** **1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system)** Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. **1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system)** Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract. Changes to Form 1295: Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration." ☑ I have read and understand this section (I have read and understand this section)

6	**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** PATMO CONCRETE LLC; GABRIEL GOLDARACENA; 9564897235
8	**State how long under has the business been in its present business name** 5 YEARS
9	**If applicable, list all other names under which the Business identified above operated in the last five years** N/A
10	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.
11	**Questions Part 1** 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? NONE.
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? NONE
13	**State if the Company is a certified minority business enterprise** This company is not a certified minority business

14	**Conflict of Interest Disclosure** A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact 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
17	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
18	**This is a** Update to previous submission
19	**Question 1. Name of person submitting this disclosure form** Please include First Name, Middle Initial, Last Name and Suffix (if applicable) GABRIEL GOLDARACENA
20	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department READY MIX CEMENT
21	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** PATMO CONCRETE LLC

22	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.** Not Applicable
23	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3** If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. NONE
24	**Question 5. List any individuals or entities that will be subcontractors on this contract** Not Applicable
25	**Question 5. List any individuals or entities that will be subcontractors on this contract** If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. *No response*
26	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** Not Applicable
27	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract. NONE
28	**Question 7. Disclosure of political contributions** List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6) Not Applicable
29	**Question 7. Disclosure of political contributions** If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section. *No response*
30	**Updates on contributions required** Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

31	**Question 8. Disclosure of Conflict of Interest** Are you aware of any fact(s) with regard to this contract that would raise a “conflict of interest” issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials? I am not aware of any conflict of interest
32	**8. Disclosure of Conflict of Interest** If you selected I am aware of conflict of interest is question 8, please list them in this section. *No response*
33	**Question 9. Updates Required** I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded. ☑ I have read and understand this section (I have read and understand this section)
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 (I have read and understand this section)
35	**Question 11. Conflict of Interest Questionnaire (CIQ)** Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. ☑ I have acknowledge that I have been advised (I have acknowledge that I have been advised)
36	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date GABRIEL GOLDARACENA GM - CONTROLLER PATMO CONCRETE LLC
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 (I swear or affirm information is correct)

Bid Lines

1	Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a contract for a Primary and Secondary Vendor (s) for the supply of Ready Mix Cement for Public Works and various departments. Bids can be submitted through Cit-E-Bid procurement system or by hand delivering it to City Secretary Office, 1110 Houston St. 3rd floor, Laredo, TX 78040 until 5:00 P.M. on September 27, 2022 and all bids received will be opened and publicly acknowledge at 2:00 P.M. on September 28, 2022. Hand delivered Bids are to be submitted in a sealed envelope clearly marked: RFB FY22-092 -Ready Mix Cement - Public Works.
2	1.0 Scope of Work: The City of Laredo is requesting bids for awarding a Primary and Secondary Vendor or vendors an annual contract for the supply of ready mix cement for various City of Laredo Departments. The needs of the City shall govern the amount of services requested by the City during contract period. The City is requesting bids for the following material: Ready Mix Concrete. High Early Strength Concrete Mix .
3	2.0 General Conditions 2.1 Bidders are required to submit their bids upon the following expressed conditions: Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Bidders shall make all investigations necessary to thoroughly inform themselves regarding both bridge's grounds and facilities for delivery of material and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor. 2.2 Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes. 2.3 Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern. 2.4 The City of Laredo reserves the right to reject any or all bids, as well as the right to determine the bid most advantageous to the City.
4	3.0 General Requirements 3.1 The general specifications for each material are listed in detail by category. Potential bidders must thoroughly review the City requirements. Bidders are hereby advised that some materials must be tested by an independent laboratory to ascertain compliance with the City's bid specifications. This testing must be done at the expense of the bidder and the independent testing laboratory must be approved by the City. Test designs shall be no older than one year. Bids without a Certified Laboratory Test Report will not be considered. 3.2 Some materials require that the vendor indicate the source of material. Bidders are reminded to include that information.
5	4.0 Material Specifications: Cement - Portland Cement shall conform to the requirements of the latest revision of ASTM Designation C150, Type 1 or Type III and as described in the Texas Department of Transportation Specifications, 1993 or latest edition, Item 421 and Item 524. Only one brand or kind of cement shall be used in any one structure except as permitted in writing by the engineer. All cement shall be delivered in bags plainly marked with the brand and name of the manufacturer. Coarse Aggregate - The coarse aggregate shall conform to the requirements of the latest revision of ASTM Designation C-33 and ASTM Designation D-448. Coarse Aggregate for the various classes of concrete shall conform to the requirements of the following table: TABLE I (see Attachment A)

4.1 Equipment: All equipment will be inspected by the Engineer and only equipment approved by him may be used. Any equipment disapproved shall be removed from the job site within 24 hours after it is inspected.

Cement Storage Facilities - all cement shall be stored in well ventilated, weatherproof buildings which will protect the cement from dampness. The floor supporting the cement shall clear the ground a sufficient distance to prevent the absorption of moisture by the cement. Provision for storage shall be ample, and the shipment of cement shall be segregated in such manner as to provide easy access for identification and inspection of each shipment.

The Engineer may permit small quantities of cement to be stored in the open for periods not exceeding 48 hours, if a raised platform and adequate waterproof coverings are provided.

Aggregate Storage Facilities - If the aggregates are stored on the ground the sites for the stockpiles shall be grubbed, cleared of all weeds, and grass, and leveled off. The bottom layer of aggregate shall not be disturbed or used without cleaning. When the contract requires the use of two or more sizes of aggregate, the different sizes shall be stored in such manner as to prevent intermixing. Materials in all stockpiles shall be handled and placed in such manner that segregation of materials within the pile will be avoided.

Measuring Equipment - Equipment for measuring concrete materials shall be such that the proportions can be accurately controlled and easily checked at any time during the work, preferably measurement by weight rather than by volume.

Mixing Equipment - The mixing shall be done in a batch mixer of approved type and size which will insure the uniform distribution of the material throughout the mass to that the mixture will be uniform in color and smooth in appearance. Whenever a concrete mixer is not suitable or adequate for the work, it shall be removed from the site upon written order from the Engineer. Pick-up and throw-over blades in the mixer drum which are worn down more than 10 percent in depth shall be repaired or replaced.

Proportioning - Concrete shall be uniform and workable. The various classes of concrete shall conform to the following requirements. (See Attachment B)

Concrete mixes shall be submitted to the Engineer for approval before any concrete may be placed.

Consistency - In general, the consistency of the concrete mixtures shall be such that the concrete shall be workable, cohesive, possess satisfactory finishing qualities, and of the stickiest consistency that can be placed and vibrated into a homogeneous mass. Any concrete failing to meet the requirements although meeting the slump requirements will be considered unsatisfactory; and the mix shall be changed to correct such unsatisfactory conditions.

Mixing - The first batch of materials placed in the mixer for each placement shall contain an extra quantity of sand, cement, and water sufficient to coat the inside surface of the drum without diminishing the mortar content of the mix. Upon cessation of mixing for any consideration period of time, the mixer shall be thoroughly cleaned. The entire contents of the drum shall be discharged before any materials are placed therein for the succeeding batch. The concrete shall be mixed in quantities required for immediate use, and any concrete which is not in place within (1) hour after water is added to the batch shall not be used. Retampering of concrete will not be permitted. After all the ingredients are assembled in the drum the mixing shall continue for a minimum time of one and one-half minutes for 14 cubic foot mixers and smaller and for a minimum time of one-minute for 21 cubic foot mixers and larger. During the mixing time the drum shall revolve at a speed of 14 to 20 revolutions per minute. The mixer shall not exceed 120 percent of the NRMCA-Rated capacity of the mixer.

4.2 Ready-Mix Concrete. Concrete forms from a central plant of mixed-in-transit mixer trucks may be used if it complies with these specifications. The Engineer shall have free access at all times to the batching and mixing plant for sampling of all materials and inspection of work performed at this project. Concrete shall be delivered in water-tight containers which will not permit segregation of the materials. When delivered, the concrete shall be uniform throughout the mass. If an extra charge of water is required at the job site because of too low a slump the drum shall be turned a minimum of 30 revolutions after addition of such water.

Mixer shall be completely emptied before recharging. Trucks shall not be loaded greater than NRMCA-Rated capacity. The maximum time interval between the addition of the cement to the batch and the placing of concrete in the forms shall conform to the requirements set up under Texas Department of Transportation, Item 421 and Item 437. Over-wet mixes shall be rejected and shall not be corrected by the addition of either aggregate or cement to the particular batch in question.

4.3 Adverse Weather. No concrete shall be mixed without the approval of the Engineer when the air temperature is at or below 40 degrees Fahrenheit taken in the shade away from artificial heat and falling. If authorized by the engineer, concrete may be mixed when the air temperature is 35 degrees Fahrenheit and rising. When permission is given for mixing at a temperature below 40 degrees Fahrenheit, the Engineer will specify what the special precautions shall be taken.

In case the air temperature is at or above 85 degrees Fahrenheit, concrete may be mixed in accordance with the requirements set up in Texas Department of Highways and Public Transportation Specifications, Item 421, Item 437 and Item 522.

4.4 Testing and Inspection. Concrete testing of mix designs shall be made by a commercial testing laboratory designated by the City engineer. One copy of the test reports shall be submitted to the engineer, the supplier, and the Department of Public Works when requested. Testing for the suitability of material shall be at the expense of the supplier by an independent testing laboratory approved by the City, and a copy of the Laboratory Test Report is to be submitted as part of the bid for that particular material to ascertain compliance with specifications. Test reports shall be no older than one year. Bids without a Certified Laboratory Test Report will not be considered.

4.4.1 Selection of the testing laboratory by the engineer does not relieve the supplier's responsibility for the satisfactory performance of work in full conformance with the requirements of the contract. Excluding advanced written protest by the supplier, services of the testing laboratory shall be understood as constituting full acceptance by the supplier.

4.4.2 Test of concrete and materials shall be made under the direction of the engineer, who shall have access to all places where materials are stored, proportioned or mixed.

4.4.3 The supplier shall submit to the engineer the mixes he intends to use which have been proved by preliminary compression test prior to commencement of work. Proving tests shall consist of at least six 6" x 12" cylinders each mix specified. Three cylinders shall be tested at 7 days and three at 28 days.

4.4.4 Slump Test shall be made on each sample taken for compression tests. Additional slump tests shall be as required by the engineer.

4.5 Test Methods

ASTM Designation C-172 "Standard Method of Sampling Fresh Concrete." ASTM Designation C-143 "Standard Method of Slump Test for Consistency of Portland cement concrete."

ASTM Designation C-31 "Standard Method of Making and Curing Concrete Compression and Flexural Test Specimen in the Field."

ASTM Designation C-142 "Standard Method of Securing, Preparing and Testing Specimens from Hardened Concrete for Compressive and Flexural Strengths."

ASTM Designation C-39 “Standard Method of Test for Compressive Strength of Molded Concrete Cylinders.”

All tests shall conform to the requirements of the latest revisions of the applicable ASTM Designations.

4.6 Cause for Termination of Contract This materials contract may be terminated for any of the following reasons:

4.6.1 The material supplied continuously fails to meet the specifications as included herein and as determined by the City Engineer or the testing laboratory procured, or

4.6.2 Deliveries are not made to the designated job site, plant site, Department of Public Works Compound, F.O.B., or

4.6.3 Deliveries do not meet pre-set Department of Public Works time schedules.

4.6.4 The supplier will make every effort to deliver material to the City in the event that less than a 24-hour notice is given.

4.6.5 A 24-hour advance notice will be allowed.

4.6.6 Special cases, as equipment breakdown will be allowed more than five breakdowns in a year will be cause for termination

The supplier will make every effort to deliver material to City in the event that less than a 24-hour notice is given.

4.7 Damages & Backcharges, Supplier will be responsible and will be back charged for any and all cost incurred when repairing / replacing any construction where material delivered did not meet specification requirements. If in the opinion of City staff, the material delivered and placed did not meet specification requirements but is critical for the material to remain in place, the City will pay for the material based on prorated basis of strength. However, no additional payment will be made for material that exceeds the specified strength.

4.8 Ready-Mix Concrete. Price shall be quoted F.O.B. (less all taxes), delivered job site, to any and all points within the City limits of the City of Laredo.

4.9 Delivery. Delivery of materials is to be made within 24 hours from request. If material cannot be delivered within stated time, the City of Laredo reserves the right to approach an alternative source until supplier can resume or start delivering materials. When using an alternative supplier, material will be purchased at competitive prices as approved by the City. The difference in cost, if any, may be charged against contracted supplier.

6 5.0 High Early Strength Concrete Mix High early strength concrete mix shall be a minimum of 3,000 psi strength and cure within a twenty four (24) period. The Engineer shall have free access at all times to the batching and mixing plant for sampling of all materials and inspection of work performed at this project.

5.1 Concrete testing of mix designs shall be made by a commercial testing laboratory designated by the City engineer. One copy of the test reports shall be submitted to the engineer, the supplier, and the Department of Public Works when requested. Testing for the suitability of material shall be at the expense of the supplier by an independent testing laboratory approved by the City, and a copy of the Laboratory Test Report is to be submitted as part of the bid for that particular material to ascertain compliance with specifications. Test reports shall be no older than one year.

7	6.0 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. 6.1 The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.
8	7.0 Award of Contract. Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. A primary and secondary vendor (s) will be awarded this contract. Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.
9	8.0 Price Adjustment. The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids.
10	9.0 Delivery of materials is to be made within 4 hours from request. If material cannot be delivered within stated time, the City of Laredo reserves the right to approach another vendor or vendors until Primary or Secondary vendor (s) can resume or start delivering materials.
11	Class A,B,C Concrete (5000 PSI) Estimated Qty. 10,000 cubic yards/year Job Site Delivery Quantity: 10000 UOM: Cubic yard Price: $156.00 Total: $1,560,000.00

12 Class A,B,C Concrete (4000 PSI) Estimated Qty. 10,000 cubic yards/year

Job Site Delivery

Quantity: 10000 UOM: Cubic yard Price: $150.00 Total: $1,500,000.00

13 Class A,B,C Concrete (3600 PSI) Estimated 10,000 cubic yards/year

Job Site Delivery

Quantity: 10000 UOM: Cubic Yard Price: $145.00 Total: $1,450,000.00

14 Class A, B, C Concrete (3000 PSI) Estimated Qty. 10,000 cubic yards/year

Job Site Delivery

Quantity: 10000 UOM: Cubic yard Price: $140.00 Total: $1,400,000.00

15 High Early Strength concrete mix (3000 PSI) As per specification 4.0 & 5.0, Estimated 10,000 cubic yards/year

Job Site Delivery

Quantity: 10000 UOM: Cubic/yard Price: $165.00 Total: $1,650,000.00

16 Trip Surcharge for deliveries of three (3) cubic yards or less
(Line excluded from response total)

Price: $150.00 Total: $150.00

Item Notes: The contractor will be penalized at the rate of $10.00 / hour per cubic yard for each hour that delivery to job site is delayed. Time will begin to incur 30 minutes after the schedule delivery time.

The sum of all deleterious materials exclusive of materials removed by decantation shall not exceed 5% by weight.

17 Contractors Hours of Operation
(Line excluded from response total)

Item Attributes

1. Contractors Hours of Operation

Bidder's Business hours: From _____a.m. to _____p.m.
Days of week: _____

3 AM TO 3PM ; MONDAY TO FRIDAY

Response Total: $7,560,000.00

RFB FY22-092 Ready Mix Cement
City Ready Mix INC.
Supplier Response

Event Information

Number:	RFB FY22-092 Ready Mix Cement
Title:	FY22-092 -Ready Mix Cement - Public Works
Type:	Request For Bid
Issue Date:	9/6/2022
Deadline:	9/27/2022 05:00 PM (CT)
Notes:	The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

Contact Information

Contact:	Miguel A. Pescador
Address:	Purchasing Public Works Purchasing Division 5512 Thomas Ave. Laredo, TX 78041
Phone:	001 (956) 794-1730

Fax: 001 (956) 790-1805
Email: mpescador@ci.laredo.tx.us

City Ready Mix INC. Information

Contact: Claudia Garcia Hurtado
Address: 1810 W. Mann Rd.
P.O. Box 2631
Laredo, TX 78041
Phone: (956) 722-6315
Fax: (956) 791-4030
Email: claudia@cityreadymixinc.com
Web Address: www.cityreadymixinc.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Benito Hurado Jr.
Signature

benito@cityreadymixinc.com
Email

Submitted at 9/20/2022 09:30:56 AM (CT)

Supplier Note

We are asking that all supervisors please place orders with at least 7 to days in advance.

Requested Attachments

Conflict of Interest Form CIQ 2022.pdf

Vendor needs to address if there is a conflict of interest, CIQ form has to be submitted with your response.

Non-Collusive Affidavit Form Non Conclusive Affidavit.pdf

This form must be notarized and submitted with your response.

Certificate of Interested Parties Form 1295.pdf

Form 1295 is to be submitted upon award of bid.

Certified Laboratory Test Report Mix Designs 2022.pdf

Vendors will need to submit the Certified Laboratory Test Report as part of the bid. Shall be no older than one year.

Bid Attributes

1	**Award by Total** This contract will be awarded by total to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. A primary and secondary vendor (s) will be awarded this contract. ☑ Yes (Yes)
2	**Terms and Conditions for Request for Bids** **TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS** Bidders are required to submit bids upon the following expressed conditions: (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation. (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the

contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.
1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:
(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system.
(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
(d) Proposed delivery time must be shown and shall include Sundays and holidays
(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.
2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.
3.0 SUBMISSION OF BIDS
(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx
(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.
(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**
(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.
4.0 REJECTION OF BIDS The City may reject a bid if:
(a) Bidder misstates or conceals any material fact in the bid.
(b) Bid does not strictly conform to the law or the requirements of the bid.
(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any bid.
5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.
6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.
7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or

given prior to the bid opening or award of contract.
(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be awarded to the **(lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.
Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:
"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."
(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).
(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
(f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.

2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.
Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.
4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

12.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE
OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS
§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT
(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☑ I Agree to the Terms and Conditions (I Agree to the Terms and Conditions)

3	**Insurance Terms and Conditions** **INSURANCE REQUIREMENTS** If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract. (a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit. (b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate. (c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage. (d) Professional Liability, Errors & Omissions coverage, with minimum limits of $1,000,000 per claim/ $2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract. (e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. (f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability. (g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows: 1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability. 2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions. 3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies. 4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage. 5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance. 6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance. 7. Required limits may be satisfied by any combination of primary and umbrella liability insurances. 8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo. 9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance. (h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following: 1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein. 2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo. (i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies. **(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.** (k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract. (l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract. ☑ I agree my insurance meets minumum requirements (I agree my insurance meets minumum requirements)

4	**Disqualification & Debarment Certification**

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

☑ I certify to the terms and conditions (I certify to the terms and conditions)

5	**Contract Requirements** **1.CODE OF ETHICS ORDINANCE** Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings. **1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD** A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration. **1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system)** The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true. **1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system)** The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only**** **1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system)** Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. **1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system)** Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract. Changes to Form 1295: Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration." ☑ I have read and understand this section (I have read and understand this section)

6	**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** City Ready Mix INC. Benito Hurtado Jr. 956-763-3912 Benito Hurtado Jr. or Claudia Hurtado-Garcia
8	**State how long under has the business been in its present business name** 44 Years
9	**If applicable, list all other names under which the Business identified above operated in the last five years** NA
10	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.
11	**Questions Part 1** 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? No
12	**Questions Part 2** 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? No
13	**State if the Company is a certified minority business enterprise** This company is not a certified minority business

14	**Conflict of Interest Disclosure** A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact 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
17	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
18	**This is a** New Submission
19	**Question 1. Name of person submitting this disclosure form** Please include First Name, Middle Initial, Last Name and Suffix (if applicable) Benito Hurtado Jr.
20	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department City of Laredo Purchasing
21	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** City Ready Mix INC.

22	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.** Not Applicable
23	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3** If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. *No response*
24	**Question 5. List any individuals or entities that will be subcontractors on this contract** Not Applicable
25	**Question 5. List any individuals or entities that will be subcontractors on this contract** If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. *No response*
26	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** Not Applicable
27	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract. *No response*
28	**Question 7. Disclosure of political contributions** List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6) Not Applicable
29	**Question 7. Disclosure of political contributions** If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section. *No response*
30	**Updates on contributions required** Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

31	**Question 8. Disclosure of Conflict of Interest** Are you aware of any fact(s) with regard to this contract that would raise a “conflict of interest” issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials? I am not aware of any conflict of interest
32	**8. Disclosure of Conflict of Interest** If you selected I am aware of conflict of interest is question 8, please list them in this section. *No response*
33	**Question 9. Updates Required** I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded. ☑ I have read and understand this section (I have read and understand this section)
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 (I have read and understand this section)
35	**Question 11. Conflict of Interest Questionnaire (CIQ)** Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. ☑ I have acknowledge that I have been advised (I have acknowledge that I have been advised)
36	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date City Ready Mix INC. Benito Hurtado Jr. Vice President 09-20-2022
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 (I swear or affirm information is correct)

Bid Lines

1	Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a contract for a Primary and Secondary Vendor (s) for the supply of Ready Mix Cement for Public Works and various departments. Bids can be submitted through Cit-E-Bid procurement system or by hand delivering it to City Secretary Office, 1110 Houston St. 3rd floor, Laredo, TX 78040 until 5:00 P.M. on September 27, 2022 and all bids received will be opened and publicly acknowledge at 2:00 P.M. on September 28, 2022. Hand delivered Bids are to be submitted in a sealed envelope clearly marked: RFB FY22-092 -Ready Mix Cement - Public Works.
2	1.0 Scope of Work: The City of Laredo is requesting bids for awarding a Primary and Secondary Vendor or vendors an annual contract for the supply of ready mix cement for various City of Laredo Departments. The needs of the City shall govern the amount of services requested by the City during contract period. The City is requesting bids for the following material: Ready Mix Concrete. High Early Strength Concrete Mix .
3	2.0 General Conditions 2.1 Bidders are required to submit their bids upon the following expressed conditions: Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Bidders shall make all investigations necessary to thoroughly inform themselves regarding both bridge's grounds and facilities for delivery of material and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor. 2.2 Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes. 2.3 Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern. 2.4 The City of Laredo reserves the right to reject any or all bids, as well as the right to determine the bid most advantageous to the City.
4	3.0 General Requirements 3.1 The general specifications for each material are listed in detail by category. Potential bidders must thoroughly review the City requirements. Bidders are hereby advised that some materials must be tested by an independent laboratory to ascertain compliance with the City's bid specifications. This testing must be done at the expense of the bidder and the independent testing laboratory must be approved by the City. Test designs shall be no older than one year. Bids without a Certified Laboratory Test Report will not be considered. 3.2 Some materials require that the vendor indicate the source of material. Bidders are reminded to include that information.
5	4.0 Material Specifications: Cement - Portland Cement shall conform to the requirements of the latest revision of ASTM Designation C150, Type 1 or Type III and as described in the Texas Department of Transportation Specifications, 1993 or latest edition, Item 421 and Item 524. Only one brand or kind of cement shall be used in any one structure except as permitted in writing by the engineer. All cement shall be delivered in bags plainly marked with the brand and name of the manufacturer. Coarse Aggregate - The coarse aggregate shall conform to the requirements of the latest revision of ASTM Designation C-33 and ASTM Designation D-448. Coarse Aggregate for the various classes of concrete shall conform to the requirements of the following table: TABLE I (see Attachment A)

4.1 Equipment: All equipment will be inspected by the Engineer and only equipment approved by him may be used. Any equipment disapproved shall be removed from the job site within 24 hours after it is inspected.

Cement Storage Facilities - all cement shall be stored in well ventilated, weatherproof buildings which will protect the cement from dampness. The floor supporting the cement shall clear the ground a sufficient distance to prevent the absorption of moisture by the cement. Provision for storage shall be ample, and the shipment of cement shall be segregated in such manner as to provide easy access for identification and inspection of each shipment.

The Engineer may permit small quantities of cement to be stored in the open for periods not exceeding 48 hours, if a raised platform and adequate waterproof coverings are provided.

Aggregate Storage Facilities - If the aggregates are stored on the ground the sites for the stockpiles shall be grubbed, cleared of all weeds, and grass, and leveled off. The bottom layer of aggregate shall not be disturbed or used without cleaning. When the contract requires the use of two or more sizes of aggregate, the different sizes shall be stored in such manner as to prevent intermixing. Materials in all stockpiles shall be handled and placed in such manner that segregation of materials within the pile will be avoided.

Measuring Equipment - Equipment for measuring concrete materials shall be such that the proportions can be accurately controlled and easily checked at any time during the work, preferably measurement by weight rather than by volume.

Mixing Equipment - The mixing shall be done in a batch mixer of approved type and size which will insure the uniform distribution of the material throughout the mass to that the mixture will be uniform in color and smooth in appearance. Whenever a concrete mixer is not suitable or adequate for the work, it shall be removed from the site upon written order from the Engineer. Pick-up and throw-over blades in the mixer drum which are worn down more than 10 percent in depth shall be repaired or replaced.

Proportioning - Concrete shall be uniform and workable. The various classes of concrete shall conform to the following requirements. (See Attachment B)

Concrete mixes shall be submitted to the Engineer for approval before any concrete may be placed.

Consistency - In general, the consistency of the concrete mixtures shall be such that the concrete shall be workable, cohesive, possess satisfactory finishing qualities, and of the stickiest consistency that can be placed and vibrated into a homogeneous mass. Any concrete failing to meet the requirements although meeting the slump requirements will be considered unsatisfactory; and the mix shall be changed to correct such unsatisfactory conditions.

Mixing - The first batch of materials placed in the mixer for each placement shall contain an extra quantity of sand, cement, and water sufficient to coat the inside surface of the drum without diminishing the mortar content of the mix. Upon cessation of mixing for any consideration period of time, the mixer shall be thoroughly cleaned. The entire contents of the drum shall be discharged before any materials are placed therein for the succeeding batch. The concrete shall be mixed in quantities required for immediate use, and any concrete which is not in place within (1) hour after water is added to the batch shall not be used. Retampering of concrete will not be permitted. After all the ingredients are assembled in the drum the mixing shall continue for a minimum time of one and one-half minutes for 14 cubic foot mixers and smaller and for a minimum time of one-minute for 21 cubic foot mixers and larger. During the mixing time the drum shall revolve at a speed of 14 to 20 revolutions per minute. The mixer shall not exceed 120 percent of the NRMCA-Rated capacity of the mixer.

4.2 Ready-Mix Concrete. Concrete forms from a central plant of mixed-in-transit mixer trucks may be used if it complies with these specifications. The Engineer shall have free access at all times to the batching and mixing plant for sampling of all materials and inspection of work performed at this project. Concrete shall be delivered in water-tight containers which will not permit segregation of the materials. When delivered, the concrete shall be uniform throughout the mass. If an extra charge of water is required at the job site because of too low a slump the drum shall be turned a minimum of 30 revolutions after addition of such water.

Mixer shall be completely emptied before recharging. Trucks shall not be loaded greater than NRMCA-Rated capacity. The maximum time interval between the addition of the cement to the batch and the placing of concrete in the forms shall conform to the requirements set up under Texas Department of Transportation, Item 421 and Item 437. Over-wet mixes shall be rejected and shall not be corrected by the addition of either aggregate or cement to the particular batch in question.

4.3 Adverse Weather. No concrete shall be mixed without the approval of the Engineer when the air temperature is at or below 40 degrees Fahrenheit taken in the shade away from artificial heat and falling. If authorized by the engineer, concrete may be mixed when the air temperature is 35 degrees Fahrenheit and rising. When permission is given for mixing at a temperature below 40 degrees Fahrenheit, the Engineer will specify what the special precautions shall be taken.

In case the air temperature is at or above 85 degrees Fahrenheit, concrete may be mixed in accordance with the requirements set up in Texas Department of Highways and Public Transportation Specifications, Item 421, Item 437 and Item 522.

4.4 Testing and Inspection. Concrete testing of mix designs shall be made by a commercial testing laboratory designated by the City engineer. One copy of the test reports shall be submitted to the engineer, the supplier, and the Department of Public Works when requested. Testing for the suitability of material shall be at the expense of the supplier by an independent testing laboratory approved by the City, and a copy of the Laboratory Test Report is to be submitted as part of the bid for that particular material to ascertain compliance with specifications. Test reports shall be no older than one year. Bids without a Certified Laboratory Test Report will not be considered.

4.4.1 Selection of the testing laboratory by the engineer does not relieve the supplier's responsibility for the satisfactory performance of work in full conformance with the requirements of the contract. Excluding advanced written protest by the supplier, services of the testing laboratory shall be understood as constituting full acceptance by the supplier.

4.4.2 Test of concrete and materials shall be made under the direction of the engineer, who shall have access to all places where materials are stored, proportioned or mixed.

4.4.3 The supplier shall submit to the engineer the mixes he intends to use which have been proved by preliminary compression test prior to commencement of work. Proving tests shall consist of at least six 6" x 12" cylinders each mix specified. Three cylinders shall be tested at 7 days and three at 28 days.

4.4.4 Slump Test shall be made on each sample taken for compression tests. Additional slump tests shall be as required by the engineer.

4.5 Test Methods

ASTM Designation C-172 "Standard Method of Sampling Fresh Concrete." ASTM Designation C-143 "Standard Method of Slump Test for Consistency of Portland cement concrete."

ASTM Designation C-31 "Standard Method of Making and Curing Concrete Compression and Flexural Test Specimen in the Field."

ASTM Designation C-142 "Standard Method of Securing, Preparing and Testing Specimens from Hardened Concrete for Compressive and Flexural Strengths."

ASTM Designation C-39 “Standard Method of Test for Compressive Strength of Molded Concrete Cylinders.”

All tests shall conform to the requirements of the latest revisions of the applicable ASTM Designations.

4.6 Cause for Termination of Contract This materials contract may be terminated for any of the following reasons:

4.6.1 The material supplied continuously fails to meet the specifications as included herein and as determined by the City Engineer or the testing laboratory procured, or

4.6.2 Deliveries are not made to the designated job site, plant site, Department of Public Works Compound, F.O.B., or

4.6.3 Deliveries do not meet pre-set Department of Public Works time schedules.

4.6.4 The supplier will make every effort to deliver material to the City in the event that less than a 24-hour notice is given.

4.6.5 A 24-hour advance notice will be allowed.

4.6.6 Special cases, as equipment breakdown will be allowed more than five breakdowns in a year will be cause for termination

The supplier will make every effort to deliver material to City in the event that less than a 24-hour notice is given.

4.7 Damages & Backcharges, Supplier will be responsible and will be back charged for any and all cost incurred when repairing / replacing any construction where material delivered did not meet specification requirements. If in the opinion of City staff, the material delivered and placed did not meet specification requirements but is critical for the material to remain in place, the City will pay for the material based on prorated basis of strength. However, no additional payment will be made for material that exceeds the specified strength.

4.8 Ready-Mix Concrete. Price shall be quoted F.O.B. (less all taxes), delivered job site, to any and all points within the City limits of the City of Laredo.

4.9 Delivery. Delivery of materials is to be made within 24 hours from request. If material cannot be delivered within stated time, the City of Laredo reserves the right to approach an alternative source until supplier can resume or start delivering materials. When using an alternative supplier, material will be purchased at competitive prices as approved by the City. The difference in cost, if any, may be charged against contracted supplier.

6 5.0 High Early Strength Concrete Mix High early strength concrete mix shall be a minimum of 3,000 psi strength and cure within a twenty four (24) period. The Engineer shall have free access at all times to the batching and mixing plant for sampling of all materials and inspection of work performed at this project.

5.1 Concrete testing of mix designs shall be made by a commercial testing laboratory designated by the City engineer. One copy of the test reports shall be submitted to the engineer, the supplier, and the Department of Public Works when requested. Testing for the suitability of material shall be at the expense of the supplier by an independent testing laboratory approved by the City, and a copy of the Laboratory Test Report is to be submitted as part of the bid for that particular material to ascertain compliance with specifications. Test reports shall be no older than one year.

7	6.0 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. 6.1 The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.
8	7.0 Award of Contract. Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. A primary and secondary vendor (s) will be awarded this contract. Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.
9	8.0 Price Adjustment. The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids.
10	9.0 Delivery of materials is to be made within 4 hours from request. If material cannot be delivered within stated time, the City of Laredo reserves the right to approach another vendor or vendors until Primary or Secondary vendor (s) can resume or start delivering materials.
11	Class A,B,C Concrete (5000 PSI) Estimated Qty. 10,000 cubic yards/year Job Site Delivery Quantity: 10000 UOM: Cubic yard Price: $195.00 Total: $1,950,000.00

12 Class A,B,C Concrete (4000 PSI) Estimated Qty. 10,000 cubic yards/year

Job Site Delivery

Quantity: 10000 UOM: Cubic yard Price: $180.00 Total: $1,800,000.00

13 Class A,B,C Concrete (3600 PSI) Estimated 10,000 cubic yards/year

Job Site Delivery

Quantity: 10000 UOM: Cubic Yard Price: $170.00 Total: $1,700,000.00

14 Class A, B, C Concrete (3000 PSI) Estimated Qty. 10,000 cubic yards/year

Job Site Delivery

Quantity: 10000 UOM: Cubic yard Price: $160.00 Total: $1,600,000.00

15 High Early Strength concrete mix (3000 PSI) As per specification 4.0 & 5.0, Estimated 10,000 cubic yards/year

Job Site Delivery

Quantity: 10000 UOM: Cubic/yard Price: $195.00 Total: $1,950,000.00

16 Trip Surcharge for deliveries of three (3) cubic yards or less

(Line excluded from response total)

Price: $250.00 Total: $250.00

Item Notes: The contractor will be penalized at the rate of $10.00 / hour per cubic yard for each hour that delivery to job site is delayed. Time will begin to incur 30 minutes after the schedule delivery time.

The sum of all deleterious materials exclusive of materials removed by decantation shall not exceed 5% by weight.

17 Contractors Hours of Operation

(Line excluded from response total)

Item Attributes

1. Contractors Hours of Operation

Bidder's Business hours: From _____a.m. to _____p.m.
Days of week: _____

Business Hours are from 7:30 am to 4:00 Pm. Monday through Friday Orders must be placed with minimum of 7days.

Response Total: $9,000,000.00

City Council-Regular

Meeting Date: 10/17/2022

Staff Source: John Orfila, Jr., Public Works Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew contract FY20-093 for CMC Commercial Metals, Laredo, Texas as the primary vendor in an annual amount up to $300,000.00 and for Beaver's Source LLC, Laredo Texas as the secondary vendor in an annual amount up to $100,000.00. This contract is to purchase various construction related items: lumber, tools for concrete/construction, steel, rebar wire and mesh materials, on an as needed basis, by Public Works Department for construction and repair projects. This is the second and final contract extension for a one (1) year period. Funding is available in the General Fund - Public Works Department.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

City Council approved Ext. I on 10/18/21.

BACKGROUND

The City went out on formal bid solicitations through Cit-E-Bid for awarding a contract to purchase Various Construction related items (Lumber, Tools for concrete/construction, Steel, Rebar wire and Mesh) on an as needed basis for the Public Works Department. As per all supply contracts, the intent of this contract is to secure a fixed cost for this commodity for the contract period. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for two (2) one (1) year terms . This is Ext 2 of 2 . 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.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that contract be renewed for the Primary and Secondary Vendors.

Fiscal Impact

Fiscal Year:	2023
Bugeted Y/N?:	Yes
Source of Funds:	
Account #:	
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void. Funds for the purchase of these materials are available in the Public Works construction material and supply line items budget

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Attachments

Contract FY20-093 Primary Vendor

Contract FY20-093 Secondary Vendor

FY20-093 Street Construction Various Items
CMC Commercial Metals
Supplier Response

Event Information

Number: FY20-093 Street Construction Various Items
Title: LUMBER, STEEL, TOOLS, REBAR WIRE & MESH - PUBLIC WORKS
Type: Request For Bid
Issue Date: 9/17/2020
Deadline: 10/5/2020 05:00 PM (CT)
Notes: 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 Street Construction Various Items (LUMBER, STEEL, TOOLS, REBAR WIRE & MESH) for Public Works. Copies of the specifications may be obtained from the Finance Department –

Purchasing Division, 5512 Thomas Ave., Laredo, TX 78041 or by downloading from our website: https://cityoflaredo.ionwave.net/CurrentSourcingEvents.aspx. Bids can be hand delivered to City Secretary Office, 1110 Houston St., 3rd. Floor, Laredo, Texas 78040 or submitted through Cit-E-Bid system until 5:00 P.M. on October 5, 2020 and all submitted proposals received will be opened and publicly acknowledged at 10:00 A.M. on October 6, 2020.

Due to current COVID-19 crisis* Respondents are strongly encouraged to submit their proposals electronically through the use of Cit-E-Bid. If for any reason you need to hand-deliver please see instructions at https://www.cityoflaredo.com/ clicking on BID DROP-OFF PROCEDURES.

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors

Contact Information

Contact: Pablo Torres
Address: Public Works Department
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (795) 2500
Email: ptorres@ci.laredo.tx.us

CMC Commercial Metals Information

Contact: Jose Gloria & Charles Tubb charles.tubb@cmc.com
Address: 321 Wildcat Drive
Laredo, TX 78043
Phone: (956) 726-1936
Email: jose.gloria@cmc.com

By submitting your response, you certify that you are authorized to represent and bind your company.

DANIEL O. BUENTELLO
Signature

daniel.buentello@cmc.com
Email

Submitted at 10/2/2020 3:03:09 PM

Requested Attachments

Conflict of Interest Form — City of Laredo - Conflict of Interest.pdf

Only if vendor needs to address if there is a conflict of interest, then CIQ form has to be submitted with your response.

Non-Collusive Affidavit Form — City of Laredo - Affidavit.pdf

This form must be notarized and submitted with your response.
If due to Pandemic it cannot be notarized , fill it out and submit anyway acknowledging you will notarize it once possible.

Certificate of Interested Parties — *No response*

Form 1295 is to be submitted upon award of bid.

Bid Attributes

1	**Award By Section** This contract will be awarded by section to the lowest responsive responsible bidder(s) primary and secondary, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code Yes
2	**Terms and Conditions for Request for Bids** **TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS** Bidders are required to submit bids upon the following expressed conditions: (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation. (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor. (c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes. **1.0 PREPARATION OF BIDS** Bids will be prepared in accordance with the following: (a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern. (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays
(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system.
(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.
(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.**
(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
(e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:
(a) Bidder misstates or conceals any material fact in the bid.
(b) Bid does not strictly conform to the law or the requirements of the bid.
(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.
(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor

may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT (a) This contract will be awarded to the (lowest responsive responsible bidder), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

I Agree to the Terms and Conditions

3 Insurance Terms and Conditions

INSURANCE REQUIREMENTS If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.
(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit.
(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.
(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.
(f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.
(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance.
Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
(h) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.
(i) Certificates of insurance are subject to review and approval from the City of Laredo Risk Manager.
(j) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.
(k) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

I agree my insurance meets minumum requirements

4	**Disqualification & Debarment Certification**

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, “Debarment and Suspension.”

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

I certify to the terms and conditions

5 Contract Requirements

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

I have read and understand this section

6 Questionnaire Description

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

7	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** CMC CONSTRUCTION SERVICES
8	**State how long under has the business been in its present business name** 105 YEARS
9	**If applicable, list all other names under which the Business identified above operated in the last five years** CMC REBAR, COMMERCIAL METALS COMPANY, CMC STEEL FABRICATORS, INC.
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? N/A
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? N/A
13	**State if the Company is a certified minority business enterprise** This company is not a certified minority business
14	**Conflict of Interest Disclosure** A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact 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 requires to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your Conflict of Interest Bid with your response? Yes
17	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
18	**This is a** New Submission
19	**Question 1. Name of person submitting this disclosure form** Please include First Name, Middle Initial, Last Name and Suffix (if applicable) HUMBERTO GARZA BRANCH MANAGER
20	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department MIGUEL PESCADOR, FY20-093, PUBLIC WORKS
21	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** CMC CONSTRUCTION SERVICES
22	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.** Not Applicable
23	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3** If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. N/A
24	**Question 5. List any individuals or entities that will be subcontractors on this contract** Not Applicable

25 **Question 5. List any individuals or entities that will be subcontractors on this contract**

If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.

N/A

26 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

Not Applicable

27 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

N/A

28 **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

29 **Question 7. Disclosure of political contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

N/A

30 **Updates on contributions required**

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

31 **Question 8. Disclosure of Conflict of Interest**

Are you aware of any fact(s) with regard to this contract that would raise a “conflict of interest” issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am not aware of any conflict of interest

32 **8. Disclosure of Conflict of Interest**

If you selected I am aware of conflict of interest is question 8, please list them in this section.

No response

33	**Question 9. Updates Required** I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded. I have read and understand this section
34	**Question 10. No 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
35	**Question 11. Conflict of Interest Questionnaire (CIQ)** Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. I have acknowledge that I have been advised
36	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date HUMBERTO GARZA BRANCH MANAGER OCTOBER 2, 2020
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

Bid Lines

1	Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract for the supply of Street Construction Various Items (LUMBER, STEEL, TOOLS, REBAR WIRE & MESH) for Public Works. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, TX 78041 or by downloading from our website: https://cityoflaredo.ionwave.net/CurrentSourcingEvents.aspx. Bids can be hand delivered to City Secretary Office, 1110 Houston St., 3rd. Floor, Laredo, Texas 78040 or submitted through Cit-E-Bid system until 5:00 P.M. on October 5, 2020 and all submitted proposals received will be opened and publicly acknowledged at 10:00 A.M. on October 6, 2020. Due to current COVID-19 crisis* Respondents are strongly encouraged to submit their proposals electronically through the use of Cit-E-Bid. If for any reason you need to hand-deliver please see instructions at https://www.cityoflaredo.com/ clicking on BID DROP-OFF PROCEDURES.
2	1.0 Scope: The City of Laredo Public Works Department is requesting Formal bids for a one (1) year contract, with the option to renew two (2) one (1) year terms to purchase Various Construction related items (LUMBER, STEEL, TOOLS, REBAR WIRE & MESH). Contract will be awarded by section to the lowest responsive responsible bidder(s) primary and secondary vendors, in accordance to the provisions of Chapters 252 and 271

of the State of Texas Local Government Code. The City of Laredo reserves the right to reject any or all bids, as well as the right to determine the bid most advantageous to the City. 2.0 General Conditions: 2.1 Withdrawal of bids will not be allowed for a period of sixty (60) days following the bid opening. 2.2 Delivery required in this bid shall be freight prepaid; F.O.B. destination and bid prices shall include all freight and delivery changes. No delivery, no sale. 2.3 Successful bidder must immediately notify, Laredo Public Works Department and Purchasing Division that their product(s) will not be delivered on time as required or stated on the purchase order in writing. Failure to notify in writing, vendor will automatically be removed from the bid list when purchase order is cancelled. 2.4 Term "no guaranteed annual volume" is used because the city cannot reasonable project its needs for these supplies which will be ordered by department as per needed basis. 2.5 Successful bidder will take full responsibility that all merchandise must be delivered on dock. None of our personnel will unload from any truck or go into any truck to unload. 2.6 Whenever an article or material is defined by describing a proprietary product of by using the name of manufacturer or brand name, the term "or equal" if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency. 2.7 The City will require that the complete order be delivered within thirty (30) working days after receipt of order. No partial orders will be accepted. If partial orders are delivered, the vendor is hereby notified that no payment will be made until the order is fully delivered. 2.8 The City may request samples of some or all items. City of Laredo shall not bear any cost(s) associated with sample requests. The City will not pay any shipping charges nor will it pay for any items returned due to incorrect item(s), size(s), quantity(ies), items not meeting the required specifications, and/or damaged goods. No overruns will be allowed. 2.9 All items are to be delivered to the location specified in the purchase order. Department will assign a staff member to be responsible for accepting the orders. This staff person will count the pieces delivered and sign the delivery receipt. All invoices must be mailed or delivered to the Accounts Payable Office - City Hall, 1110 Houston Street, PO Box 210, Laredo, Texas, 78042. 2.10 The quantities expressed in the bid schedule are estimates only. The estimates are to give the vendor an idea in preparing this bid. The actual quantities may vary within the contract period. The City of Laredo may increase or decrease the number of items. 2.11 The purpose of this contract is to establish prices for the commodities and services needed, should the City need to purchase these less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. The City's obligation for performance of this bid is contingent upon the availability of funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this informal bid becomes null and void. 2.12 All invoices for the City of Laredo have a 30-day term from receipt of order. All invoices must show purchase order. Invoices should be clearly written as to stock, manufacturer, catalog, part number and pricing. 2.13 If the successful bidder is unable to consistently deliver within the time specified and adhere to the required terms and conditions of this bid, this contract will be canceled and the vendor deleted from our vendor list. 3.0 Term of Contract The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for two (1) additional year periods. Should the vendor desire to extend the contract , it must do so by notifying the City in writing no later than sixty (60) days before the expiration of the prior term. Such notifications shall be effective upon actual receipt by the City. 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 City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding there of. 4.0 The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council before the contract expiration date. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. When the contractor cannot abide by the terms and conditions of this contract, then the City reserves the right to purchase on the open market, and charge the contractor the difference between the contract price and the open market purchase price. constitute a total breach of this contract, and shall be cause for termination. - In the event that a price increase is deemed excessive by the Purchasing Division, this contract will be canceled and new bids solicited. The City of Laredo reserves the right to purchase supplies offered through special promotional campaigns when special offers or bonus items provide more favorable prices than the discount bid. The City's net price shall be F.O.B., City of Laredo facilities, freight pre-paid, inside delivery to specific operations and offices. Please note that desktop delivery will be required to multiple floors and to specific departments or operations within the same building. 5.0 The City of Laredo has established a local vendor preference ordinance

2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

3 SECTION I. STEEL

Item Notes: Unit price shall include all costs, merchandise, set-up, production, discounts and any additional charges (freight, die charges, printing charges, etc.) Exact quantity is not guarantee and no over runs.

4 Domestic #4 rebar ½"x20'

Quantity: 10000 UOM: EA Price: $5.00 Total: $50,000.00

Supplier Notes: PRICE INCREASES ARE SUBJECT TO INDUSTRY WIDE FLUXUATIONS.

5 Domestic #5 rebar 5/4"x20'

Quantity: 500 UOM: EA Price: $8.00 Total: $4,000.00

Supplier Notes: PRICE INCREASES ARE SUBJECT TO INDUSTRY WIDE FLUXUATIONS.

6 Smooth dowels ½"x 24"

Quantity: 1000 UOM: EA Price: $0.75 Total: $750.00

7 Smooth dowels 5/4"x18"

Quantity: 500 UOM: EA Price: $1.15 Total: $575.00

8 Domestic Wire mesh #6 5'x150'

Quantity: 100 UOM: ROLL Price: $144.50 Total: $14,450.00

9 Domestic Flat wire mesh 8'x20'

Quantity: 1500 UOM: EA Price: $34.00 Total: $51,000.00

10 #3 stirrup 8"x24'

Quantity: 500 UOM: EA Price: $1.25 Total: $625.00

11 Tie wire rolls 3.5lbs. 16ga

Quantity: 50 UOM: BX Price: $51.00 Total: $2,550.00

12 fiber expansion joint ½"x4"x10'

Quantity: 300 UOM: PKG Price: $35.00 Total: $10,500.00

13 fiber expansion joint ½"x6"x10'

Quantity: 200 UOM: PKG Price: $45.00 Total: $9,000.00

14 Steel nail pin 18" BOX/10

Quantity: 100 UOM: BX Price: $20.00 Total: $2,000.00

15 Steel nail pin 24" BOX/10

Quantity: 100 UOM: BX Price: $25.50 Total: $2,550.00

16	Steel nail pin 36” BOX/10					
	Quantity: 100	UOM: BX	Price:	$3.50	Total:	$350.00
17	Key way 4" x 10' BOX/10					
	Quantity: 200	UOM: BX	Price:	$80.00	Total:	$16,000.00
18	Key way 6" x 10' BOX/10					
	Quantity: 200	UOM: BX	Price:	$110.00	Total:	$22,000.00
19	Key way 8" x 10' BOX/10					
	Quantity: 200	UOM: BX	Price:	$145.00	Total:	$29,000.00
20	Key way stake 12"					
	Quantity: 20	UOM: BX	Price:	$60.00	Total:	$1,200.00
21	6” heavy duty loop panel tie 100/box					
	Quantity: 20	UOM: BX	Price:	$84.00	Total:	$1,680.00
22	12” heavy duty loop panel tie 100/box					
	Quantity: 20	UOM: BX	Price:	$115.00	Total:	$2,300.00

23 OTHER ITEMS NOT LISTED

Item Attributes

1. The City of Laredo requires a discount percentage on the following categories:

STEEL : Items not listed
Percent of discounts offered:

N/A

24 SECTION II. LUMBER

Item Notes: Unit price shall include all costs, merchandise, set-up, production, discounts and any additional charges (freight, die charges, printing charges, etc.) Exact quantity is not guarantee and no over runs.

25	¾”x4’x8’ plywood					
	Quantity: 100	UOM: EA	Price:	$49.50	Total:	$4,950.00
	Supplier Notes:	PRICE INCREASES ARE SUBJECT TO INDUSTRY WIDE FLUXUATIONS.				
26	½”x4’x8’ plywood					
	Quantity: 100	UOM: EA	Price:	$43.50	Total:	$4,350.00
	Supplier Notes:	PRICE INCREASES ARE SUBJECT TO INDUSTRY WIDE FLUXUATIONS.				
27	linear feet ¾”x10’ chamfer wood					
	Quantity: 2000	UOM: LINEAR FEET	Price:	$0.10	Total:	$200.00
	Supplier Notes:	PRICE INCREASES ARE SUBJECT TO INDUSTRY WIDE FLUXUATIONS.				

28	¼”x4'x8' tempered Masonite					
	Quantity: 20	UOM: EA	Price:	$23.06	Total:	$461.20
29	2"x4"x16' stud					
	Quantity: 500	UOM: EA	Price:	$16.50	Total:	$8,250.00
	Supplier Notes:	PRICE INCREASES ARE SUBJECT TO INDUSTRY WIDE FLUXUATIONS.				
30	2"x6"x16' stud					
	Quantity: 500	UOM: EA	Price:	$21.75	Total:	$10,875.00
	Supplier Notes:	PRICE INCREASES ARE SUBJECT TO INDUSTRY WIDE FLUXUATIONS.				
31	1"x6"x16' Cedars					
	Quantity: 100	UOM: EA	Price:	$11.95	Total:	$1,195.00
	Supplier Notes:	PRICE INCREASES ARE SUBJECT TO INDUSTRY WIDE FLUXUATIONS.				
32	1"x4"x16' Cedars					
	Quantity: 200	UOM: EA	Price:	$7.95	Total:	$1,590.00
	Supplier Notes:	PRICE INCREASES ARE SUBJECT TO INDUSTRY WIDE FLUXUATIONS.				
33	16D duplex nail 50 lb					
	Quantity: 10	UOM: BX	Price:	$35.00	Total:	$350.00
34	8D duplex nail 50 lb					
	Quantity: 10	UOM: BX	Price:	$38.00	Total:	$380.00
35	16D common nails 50 lb					
	Quantity: 10	UOM: BX	Price:	$32.00	Total:	$320.00
36	8D common nails 50 lb					
	Quantity: 10	UOM: BX	Price:	$38.00	Total:	$380.00
37	OTHER ITEMS NOT LISTED					

Item Attributes

1. The City of Laredo requires a discount percentage on the following categories:

LUMBER: Items not listed
Percent of discounts offered:

N/A

38	SECTION III. TOOLS FOR CONCRETE/CONSTRUCTION					
	Item Notes: Unit price shall include all costs, merchandise, set-up, production, discounts and any additional charges (freight, die charges, printing charges, etc.) Exact quantity is not guarantee and no over runs.					
39	½”x 3/8”w x1/4”radious hand groover					
	Quantity: 10	UOM: EA	Price:	$27.00	Total:	$270.00

40	6'x 1 3/4" Threaded magnesium handle					
	Quantity: 10	UOM: EA		Price: $24.00	Total:	$240.00
41	Bolt cutter 24"					
	Quantity: 5	UOM: EA		Price: $48.00	Total:	$240.00
42	16"x 4 1/2" pool trowel steel					
	Quantity: 10	UOM: EA		Price: $27.37	Total:	$273.70
43	5"x 2" Margin trowel					
	Quantity: 10	UOM: EA		Price: $10.00	Total:	$100.00
44	Water brush , standard					
	Quantity: 10	UOM: EA		Price: $6.50	Total:	$65.00
45	24" finish broom horsehair					
	Quantity: 10	UOM: EA		Price: $37.00	Total:	$370.00
46	framing hammer 22oz.					
	Quantity: 20	UOM: EA		Price: $35.15	Total:	$703.00
47	Ironwork pliers standard					
	Quantity: 20	UOM: EA		Price: $36.47	Total:	$729.40
48	Bull float round 48"					
	Quantity: 5	UOM: EA		Price: $155.80	Total:	$779.00
49	16"x 3 1/8" magnesium float round					
	Quantity: 10	UOM: EA		Price: $27.00	Total:	$270.00

50	Tie wire steel reel	Quantity: 20	UOM: EA	Price:	$14.00	Total: $280.00
51	Measure tape 30ft.	Quantity: 30	UOM: EA	Price:	$10.50	Total: $315.00
52	20”x 4” Concrete placer	Quantity: 20	UOM: EA	Price:	$19.00	Total: $380.00
53	Sledge hammer 10lb	Quantity: 10	UOM: EA	Price:	$21.00	Total: $210.00
54	Leather belt Size : Large	Quantity: 10	UOM: EA	Price:	$27.00	Total: $270.00
55	6" x 6” ½”round 5/8” lip edger	Quantity: 20	UOM: EA	Price:	$9.35	Total: $187.00
56	Radius joiner	Quantity: 20	UOM: EA	Price:	$32.00	Total: $640.00
57	Snap push button handle aluminum 6’x 1 3/4”	Quantity: 30	UOM: EA	Price:	$15.00	Total: $450.00
58	5” x 36" fresno trowel round with handle round	Quantity: 5	UOM: EA	Price:	$110.00	Total: $550.00
59	standard level 4’	Quantity: 5	UOM: EA	Price:	$40.00	Total: $200.00
60	standard level 2’	Quantity: 5	UOM: EA	Price:	$30.00	Total: $150.00

61 OTHER ITEMS NOT LISTED

Item Attributes

1. The City of Laredo requires a discount percentage on the following categories:

TOOLS FOR CONCRETE/CONSTRUCTION: Items not listed
Percent of discounts offered:

N/A

62 SECTION IV. OTHER

Item Notes: Unit price shall include all costs, merchandise, set-up, production, discounts and any additional charges (freight, die charges, printing charges, etc.) Exact quantity is not guarantee and no over runs.

63 Castle chairs 1- 1 1/2”

Quantity: 20 UOM: BX Price: $81.00 Total: $1,620.00

64 Castle chairs 2- 2 1/4”

Quantity: 20 UOM: BX Price: $144.00 Total: $2,880.00

65 Castle chairs 3 - 3 1/4”

Quantity: 20 UOM: BX Price: $144.00 Total: $2,880.00

66 Castle chairs 4 - 4 1/4”

Quantity: 20 UOM: BX Price: $118.00 Total: $2,360.00

67 Castle chairs 5 - 5 1/4”

Quantity: 10 UOM: BX Price: $236.25 Total: $2,362.50

68 Castle chairs 6 - 6 1/4”

Quantity: 10 UOM: BX Price: $260.00 Total: $2,600.00

69 14” diamond blade to cut concrete

Quantity: 100 UOM: EA Price: $99.99 Total: $9,999.00

70 7-1/4” blade to cut Wood

Quantity: 100 UOM: EA Price: $10.25 Total: $1,025.00

71	7-1/4” blade to cut metal	Quantity: 100	UOM: EA	Price:	$2.75	Total: $275.00
72	14” blade to cut metal	Quantity: 100	UOM: EA	Price:	$6.50	Total: $650.00
73	¼”x 6”x8” sds drill bit	Quantity: 100	UOM: EA	Price:	$3.00	Total: $300.00
74	½”x 6”x10 sds drill bit	Quantity: 100	UOM: EA	Price:	$10.00	Total: $1,000.00
75	NP1 self-leveling (12bx)	Quantity: 20	UOM: BX	Price:	$120.00	Total: $2,400.00
76	SL1 self-leveling (12bx)	Quantity: 30	UOM: BX	Price:	$129.00	Total: $3,870.00
77	Braided neon string	Quantity: 20	UOM: ROLL	Price:	$6.00	Total: $120.00
78	Black Poly 6 mil, 20'x 100'	Quantity: 20	UOM: ROLL	Price:	$55.00	Total: $1,100.00
79	15 oz. can spray paint marking aero orange (12/box)	Quantity: 100	UOM: BX	Price:	$2.75	Total: $275.00
80	OTHER ITEMS NOT LISTED					

Item Attributes

1. The City of Laredo requires a discount percentage on the following categories:

OTHER: Items not listed
Percent of discounts offered:

N/A

Response Total: $297,219.80

FY20-093 Street Construction Various Items

Beaver's Source LLC

Supplier Response

Event Information

Number:	FY20-093 Street Construction Various Items
Title:	LUMBER, STEEL, TOOLS, REBAR WIRE & MESH - PUBLIC WORKS
Type:	Request For Bid
Issue Date:	9/17/2020
Deadline:	10/5/2020 05:00 PM (CT)
Notes:	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 Street Construction Various Items (LUMBER, STEEL, TOOLS, REBAR WIRE & MESH) for Public Works. Copies of the specifications may be obtained from the Finance Department –

Purchasing Division, 5512 Thomas Ave., Laredo, TX 78041 or by downloading from our website: https://cityoflaredo.ionwave.net/CurrentSourcingEvents.aspx. Bids can be hand delivered to City Secretary Office, 1110 Houston St., 3rd. Floor, Laredo, Texas 78040 or submitted through Cit-E-Bid system until 5:00 P.M. on October 5, 2020 and all submitted proposals received will be opened and publicly acknowledged at 10:00 A.M. on October 6, 2020.

Due to current COVID-19 crisis* Respondents are strongly encouraged to submit their proposals electronically through the use of Cit-E-Bid. If for any reason you need to hand-deliver please see instructions at https://www.cityoflaredo.com/ clicking on BID DROP-OFF PROCEDURES.

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors

Contact Information

Contact: Pablo Torres
Address: Public Works Department
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (795) 2500
Email: ptorres@ci.laredo.tx.us

Beaver's Source LLC Information

Contact: Francisco Segura
Address: 6414 Polaris Dr
Laredo, TX 78041
Phone: (956) 795-1500
Email: fran@beavers-source.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Raul Castano
Signature

raul@beavers-source.com
Email

Submitted at 10/5/2020 2:43:24 PM

Requested Attachments

Conflict of Interest Form

No response

Only if vendor needs to address if there is a conflict of interest, then CIQ form has to be submitted with your response.

Non-Collusive Affidavit Form

Affidavit.pdf

This form must be notarized and submitted with your response.
If due to Pandemic it cannot be notarized , fill it out and submit anyway acknowledging you will notarize it once possible.

Certificate of Interested Parties

No response

Form 1295 is to be submitted upon award of bid.

Bid Attributes

1 Award By Section

This contract will be awarded by section to the lowest responsive responsible bidder(s) primary and secondary, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code

Yes

2 Terms and Conditions for Request for Bids

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit bids upon the following expressed conditions:
(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.
(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.
1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:
(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system.
(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays
(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system.
(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.
(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.**
(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
(e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:
(a) Bidder misstates or conceals any material fact in the bid.
(b) Bid does not strictly conform to the law or the requirements of the bid.
(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.
(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor

may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT (a) This contract will be awarded to the (lowest responsive responsible bidder), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

I Agree to the Terms and Conditions

3 Insurance Terms and Conditions

INSURANCE REQUIREMENTS If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.
(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit.
(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.
(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.
(f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.
(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance.
Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
(h) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.
(i) Certificates of insurance are subject to review and approval from the City of Laredo Risk Manager.
(j) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.
(k) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

I agree my insurance meets minumum requirements

4	**Disqualification & Debarment Certification**

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, “Debarment and Suspension.”

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

I certify to the terms and conditions

5 Contract Requirements

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

I have read and understand this section

6 Questionnaire Description

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

7	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** Beaver's Source LLC, Raul Castano, 956-795-1500
8	**State how long under has the business been in its present business name** 20
9	**If applicable, list all other names under which the Business identified above operated in the last five years** N/A
10	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.
11	**Questions Part 1** 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? N/A
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? N/A
13	**State if the Company is a certified minority business enterprise** This company is not a certified minority business
14	**Conflict of Interest Disclosure** A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact 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 requires to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your Conflict of Interest Bid with your response? No
17	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
18	**This is a** New Submission
19	**Question 1. Name of person submitting this disclosure form** Please include First Name, Middle Initial, Last Name and Suffix (if applicable) Raul Castano
20	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department FY20-093 Street Construction Various Items
21	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** Beaver's source LLC
22	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.** Not Applicable
23	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3** If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. *No response*
24	**Question 5. List any individuals or entities that will be subcontractors on this contract** Not Applicable

25	**Question 5. List any individuals or entities that will be subcontractors on this contract** If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. *No response*
26	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** Not Applicable
27	**Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract** If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract. *No response*
28	**Question 7. Disclosure of political contributions** List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6) Not Applicable
29	**Question 7. Disclosure of political contributions** If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section. *No response*
30	**Updates on contributions required** Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.
31	**Question 8. Disclosure of Conflict of Interest** Are you aware of any fact(s) with regard to this contract that would raise a “conflict of interest” issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials? I am not aware of any conflict of interest
32	**8. Disclosure of Conflict of Interest** If you selected I am aware of conflict of interest is question 8, please list them in this section. *No response*

33	**Question 9. Updates Required** I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded. I have read and understand this section
34	**Question 10. No 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
35	**Question 11. Conflict of Interest Questionnaire (CIQ)** Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. I have acknowledge that I have been advised
36	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date Beaver's Source LLC, Raul Castano, Owner, 10/05/2020
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

Bid Lines

1	Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract for the supply of Street Construction Various Items (LUMBER, STEEL, TOOLS, REBAR WIRE & MESH) for Public Works. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, TX 78041 or by downloading from our website: https://cityoflaredo.ionwave.net/CurrentSourcingEvents.aspx. Bids can be hand delivered to City Secretary Office, 1110 Houston St., 3rd. Floor, Laredo, Texas 78040 or submitted through Cit-E-Bid system until 5:00 P.M. on October 5, 2020 and all submitted proposals received will be opened and publicly acknowledged at 10:00 A.M. on October 6, 2020. Due to current COVID-19 crisis* Respondents are strongly encouraged to submit their proposals electronically through the use of Cit-E-Bid. If for any reason you need to hand-deliver please see instructions at https://www.cityoflaredo.com/ clicking on BID DROP-OFF PROCEDURES.
2	1.0 Scope: The City of Laredo Public Works Department is requesting Formal bids for a one (1) year contract, with the option to renew two (2) one (1) year terms to purchase Various Construction related items (LUMBER, STEEL, TOOLS, REBAR WIRE & MESH). Contract will be awarded by section to the lowest responsive responsible bidder(s) primary and secondary vendors, in accordance to the provisions of Chapters 252 and 271

of the State of Texas Local Government Code. The City of Laredo reserves the right to reject any or all bids, as well as the right to determine the bid most advantageous to the City. 2.0 General Conditions: 2.1 Withdrawal of bids will not be allowed for a period of sixty (60) days following the bid opening. 2.2 Delivery required in this bid shall be freight prepaid; F.O.B. destination and bid prices shall include all freight and delivery changes. No delivery, no sale. 2.3 Successful bidder must immediately notify, Laredo Public Works Department and Purchasing Division that their product(s) will not be delivered on time as required or stated on the purchase order in writing. Failure to notify in writing, vendor will automatically be removed from the bid list when purchase order is cancelled. 2.4 Term "no guaranteed annual volume" is used because the city cannot reasonable project its needs for these supplies which will be ordered by department as per needed basis. 2.5 Successful bidder will take full responsibility that all merchandise must be delivered on dock. None of our personnel will unload from any truck or go into any truck to unload. 2.6 Whenever an article or material is defined by describing a proprietary product of by using the name of manufacturer or brand name, the term "or equal" if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency. 2.7 The City will require that the complete order be delivered within thirty (30) working days after receipt of order. No partial orders will be accepted. If partial orders are delivered, the vendor is hereby notified that no payment will be made until the order is fully delivered. 2.8 The City may request samples of some or all items. City of Laredo shall not bear any cost(s) associated with sample requests. The City will not pay any shipping charges nor will it pay for any items returned due to incorrect item(s), size(s), quantity(ies), items not meeting the required specifications, and/or damaged goods. No overruns will be allowed. 2.9 All items are to be delivered to the location specified in the purchase order. Department will assign a staff member to be responsible for accepting the orders. This staff person will count the pieces delivered and sign the delivery receipt. All invoices must be mailed or delivered to the Accounts Payable Office - City Hall, 1110 Houston Street, PO Box 210, Laredo, Texas, 78042. 2.10 The quantities expressed in the bid schedule are estimates only. The estimates are to give the vendor an idea in preparing this bid. The actual quantities may vary within the contract period. The City of Laredo may increase or decrease the number of items. 2.11 The purpose of this contract is to establish prices for the commodities and services needed, should the City need to purchase these less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. The City’s obligation for performance of this bid is contingent upon the availability of funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this informal bid becomes null and void. 2.12 All invoices for the City of Laredo have a 30-day term from receipt of order. All invoices must show purchase order. Invoices should be clearly written as to stock, manufacturer, catalog, part number and pricing. 2.13 If the successful bidder is unable to consistently deliver within the time specified and adhere to the required terms and conditions of this bid, this contract will be canceled and the vendor deleted from our vendor list. 3.0 Term of Contract The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for two (1) additional year periods. Should the vendor desire to extend the contract , it must do so by notifying the City in writing no later than sixty (60) days before the expiration of the prior term. Such notifications shall be effective upon actual receipt by the City. 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 City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding there of. 4.0 The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council before the contract expiration date. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. When the contractor cannot abide by the terms and conditions of this contract, then the City reserves the right to purchase on the open market, and charge the contractor the difference between the contract price and the open market purchase price. constitute a total breach of this contract, and shall be cause for termination. - In the event that a price increase is deemed excessive by the Purchasing Division, this contract will be canceled and new bids solicited. The City of Laredo reserves the right to purchase supplies offered through special promotional campaigns when special offers or bonus items provide more favorable prices than the discount bid. The City’s net price shall be F.O.B., City of Laredo facilities, freight pre-paid, inside delivery to specific operations and offices. Please note that desktop delivery will be required to multiple floors and to specific departments or operations within the same building. 5.0 The City of Laredo has established a local vendor preference ordinance

2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

3 SECTION I. STEEL

Item Notes: Unit price shall include all costs, merchandise, set-up, production, discounts and any additional charges (freight, die charges, printing charges, etc.) Exact quantity is not guarantee and no over runs.

4 Domestic #4 rebar ½"x20'

Quantity: 10000 UOM: EA Price: $5.07 Total: $50,700.00

5 Domestic #5 rebar 5/4"x20'

Quantity: 500 UOM: EA Price: $7.92 Total: $3,960.00

6 Smooth dowels ½"x 24"

Quantity: 1000 UOM: EA Price: $0.85 Total: $850.00

7 Smooth dowels 5/4"x18"

Quantity: 500 UOM: EA Price: $1.10 Total: $550.00

8 Domestic Wire mesh #6 5'x150'

Quantity: 100 UOM: ROLL Price: $165.00 Total: $16,500.00

9 Domestic Flat wire mesh 8'x20'

Quantity: 1500 UOM: EA Price: $35.00 Total: $52,500.00

10 #3 stirrup 8"x24'

Quantity: 500 UOM: EA Price: $0.85 Total: $425.00

11 Tie wire rolls 3.5lbs. 16ga

Quantity: 50 UOM: BX Price: $72.00 Total: $3,600.00

12 fiber expansion joint ½"x4"x10'

Quantity: 300 UOM: PKG Price: $39.50 Total: $11,850.00

13 fiber expansion joint ½"x6"x10'

Quantity: 200 UOM: PKG Price: $49.50 Total: $9,900.00

14 Steel nail pin 18" BOX/10

Quantity: 100 UOM: BX Price: $25.00 Total: $2,500.00

15 Steel nail pin 24" BOX/10

Quantity: 100 UOM: BX Price: $30.00 Total: $3,000.00

16 Steel nail pin 36" BOX/10

Quantity: 100 UOM: BX Price: $35.00 Total: $3,500.00

17	Key way 4" x 10' BOX/10	Quantity: 200	UOM: BX	Price:	$85.00	Total: $17,000.00
18	Key way 6" x 10' BOX/10	Quantity: 200	UOM: BX	Price:	$115.00	Total: $23,000.00
19	Key way 8" x 10' BOX/10	Quantity: 200	UOM: BX	Price:	$129.50	Total: $25,900.00
20	Key way stake 12"	Quantity: 20	UOM: BX	Price:	$75.00	Total: $1,500.00
21	6” heavy duty loop panel tie 100/box	Quantity: 20	UOM: BX	Price:	$83.00	Total: $1,660.00
22	12” heavy duty loop panel tie 100/box	Quantity: 20	UOM: BX	Price:	$85.00	Total: $1,700.00

23 OTHER ITEMS NOT LISTED

Item Attributes

1. The City of Laredo requires a discount percentage on the following categories:

STEEL : Items not listed
Percent of discounts offered:

5%

24 SECTION II. LUMBER

Item Notes: Unit price shall include all costs, merchandise, set-up, production, discounts and any additional charges (freight, die charges, printing charges, etc.) Exact quantity is not guarantee and no over runs.

25	¾”x4’x8’ plywood	Quantity: 100	UOM: EA	Price:	$40.00	Total: $4,000.00
26	½”x4’x8’ plywood	Quantity: 100	UOM: EA	Price:	$35.00	Total: $3,500.00
27	linear feet ¾”x10’ chamfer wood	Quantity: 2000	UOM: LINEAR FEET	Price:	$0.19	Total: $380.00
28	¼”x4'x8' tempered Masonite	Quantity: 20	UOM: EA	Price:	$18.50	Total: $370.00
29	2"x4"x16' stud	Quantity: 500	UOM: EA	Price:	$22.50	Total: $11,250.00

30	2"x6"x16' stud					
	Quantity: 500	UOM: EA	Price:	$33.50	Total:	$16,750.00
31	1"x6"x16' Cedars					
	Quantity: 100	UOM: EA	Price:	$25.50	Total:	$2,550.00
32	1"x4"x16' Cedars					
	Quantity: 200	UOM: EA	Price:	$20.95	Total:	$4,190.00
33	16D duplex nail 50 lb					
	Quantity: 10	UOM: BX	Price:	$39.50	Total:	$395.00
34	8D duplex nail 50 lb					
	Quantity: 10	UOM: BX	Price:	$39.50	Total:	$395.00
35	16D common nails 50 lb					
	Quantity: 10	UOM: BX	Price:	$39.50	Total:	$395.00
36	8D common nails 50 lb					
	Quantity: 10	UOM: BX	Price:	$39.50	Total:	$395.00

37 OTHER ITEMS NOT LISTED

Item Attributes

1. The City of Laredo requires a discount percentage on the following categories:

LUMBER: Items not listed
Percent of discounts offered:

10%

38 SECTION III. TOOLS FOR CONCRETE/CONSTRUCTION

Item Notes: Unit price shall include all costs, merchandise, set-up, production, discounts and any additional charges (freight, die charges, printing charges, etc.) Exact quantity is not guarantee and no over runs.

39	½”x 3/8”w x1/4”radious hand groover					
	Quantity: 10	UOM: EA	Price:	$20.00	Total:	$200.00
40	6’x 1 3/4” Threaded magnesium handle					
	Quantity: 10	UOM: EA	Price:	$31.50	Total:	$315.00
41	Bolt cutter 24”					
	Quantity: 5	UOM: EA	Price:	$58.50	Total:	$292.50

42	16”x 4 1/2” pool trowel steel	Quantity: 10	UOM: EA	Price:	$31.00	Total: $310.00
43	5”x 2” Margin trowel	Quantity: 10	UOM: EA	Price:	$12.00	Total: $120.00
44	Water brush , standard	Quantity: 10	UOM: EA	Price:	$10.00	Total: $100.00
45	24” finish broom horsehair	Quantity: 10	UOM: EA	Price:	$35.00	Total: $350.00
46	framing hammer 22oz.	Quantity: 20	UOM: EA	Price:	$39.50	Total: $790.00
47	Ironwork pliers standard	Quantity: 20	UOM: EA	Price:	$47.50	Total: $950.00
48	Bull float round 48”	Quantity: 5	UOM: EA	Price:	$80.00	Total: $400.00
49	16”x 3 1/8” magnesium float round	Quantity: 10	UOM: EA	Price:	$24.00	Total: $240.00
50	Tie wire steel reel	Quantity: 20	UOM: EA	Price:	$19.95	Total: $399.00
51	Measure tape 30ft.	Quantity: 30	UOM: EA	Price:	$15.95	Total: $478.50

52	20”x 4” Concrete placer	Quantity: 20	UOM: EA	Price:	$24.00	Total: $480.00
53	Sledge hammer 10lb	Quantity: 10	UOM: EA	Price:	$33.50	Total: $335.00
54	Leather belt Size : Large	Quantity: 10	UOM: EA	Price:	$16.50	Total: $165.00
55	6" x 6” ½”round 5/8” lip edger	Quantity: 20	UOM: EA	Price:	$10.50	Total: $210.00
56	Radius joiner	Quantity: 20	UOM: EA	Price:	$38.50	Total: $770.00
57	Snap push button handle aluminum 6’x 1 3/4”	Quantity: 30	UOM: EA	Price:	$23.50	Total: $705.00
58	5” x 36" fresno trowel round with handle round	Quantity: 5	UOM: EA	Price:	$120.00	Total: $600.00
59	standard level 4’	Quantity: 5	UOM: EA	Price:	$50.00	Total: $250.00
60	standard level 2’	Quantity: 5	UOM: EA	Price:	$30.00	Total: $150.00
61	OTHER ITEMS NOT LISTED					

Item Attributes

1. The City of Laredo requires a discount percentage on the following categories:

TOOLS FOR CONCRETE/CONSTRUCTION: Items not listed
Percent of discounts offered:

10%

62	SECTION IV. OTHER Item Notes: Unit price shall include all costs, merchandise, set-up, production, discounts and any additional charges (freight, die charges, printing charges, etc.) Exact quantity is not guarantee and no over runs.					
63	Castle chairs 1- 1 1/2”	Quantity: 20	UOM: BX	Price:	$135.00	Total: $2,700.00
64	Castle chairs 2- 2 1/4”	Quantity: 20	UOM: BX	Price:	$264.00	Total: $5,280.00
65	Castle chairs 3 - 3 1/4”	Quantity: 20	UOM: BX	Price:	$172.80	Total: $3,456.00
66	Castle chairs 4 - 4 1/4”	Quantity: 20	UOM: BX	Price:	$170.00	Total: $3,400.00
67	Castle chairs 5 - 5 1/4”	Quantity: 10	UOM: BX	Price:	$110.00	Total: $1,100.00
68	Castle chairs 6 - 6 1/4”	Quantity: 10	UOM: BX	Price:	$240.00	Total: $2,400.00
69	14” diamond blade to cut concrete	Quantity: 100	UOM: EA	Price:	$115.00	Total: $11,500.00
70	7-1/4” blade to cut Wood	Quantity: 100	UOM: EA	Price:	$11.95	Total: $1,195.00
71	7-1/4” blade to cut metal	Quantity: 100	UOM: EA	Price:	$3.95	Total: $395.00
72	14” blade to cut metal	Quantity: 100	UOM: EA	Price:	$11.50	Total: $1,150.00

73	¼”x 6”x8” sds drill bit	Quantity: 100	UOM: EA	Price:	$9.95	Total: $995.00
74	½”x 6”x10 sds drill bit	Quantity: 100	UOM: EA	Price:	$8.50	Total: $850.00
75	NP1 self-leveling (12bx)	Quantity: 20	UOM: BX	Price:	$75.00	Total: $1,500.00
76	SL1 self-leveling (12bx)	Quantity: 30	UOM: BX	Price:	$168.00	Total: $5,040.00
77	Braided neon string	Quantity: 20	UOM: ROLL	Price:	$7.90	Total: $158.00
78	Black Poly 6 mil, 20'x 100'	Quantity: 20	UOM: ROLL	Price:	$62.00	Total: $1,240.00
79	15 oz. can spray paint marking aero orange (12/box)	Quantity: 100	UOM: BX	Price:	$54.60	Total: $5,460.00

80 OTHER ITEMS NOT LISTED

Item Attributes

1. The City of Laredo requires a discount percentage on the following categories:

OTHER: Items not listed
Percent of discounts offered:

10%

Response Total: $331,594.00

City Council-Regular

Meeting Date: 10/17/2022

Staff Source: John Orfila Jr., Public Works Department Director, Arturo Garcia Jr., Utilities Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to renew contract number FY21-102 for the supply of the following paving, and construction materials (sand):

To Emperor Services LLC, Laredo, Texas for the following sections and amounts:

Section I. Sand delivered to City
Emperor Services LLC, Laredo, Texas as the primary vendor in an amount up to $60,000.00 and

Section II. Sand picked up by City
Emperor Services LLC, Laredo, Texas as the secondary vendor in an amount up to $30,000.00.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This is the first extension and contract may be extended for two, additional one (1) year periods, upon mutual agreement of the parties. Funding is available in the respective user department's operations funds.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Contract FY21-102 awarded on 10/18/21.

BACKGROUND

The City went out on formal bids solicitations through Cit-E-Bid for awarding a contract for the supply of the following paving, and construction materials: Sand for all City Departments. Staff has reviewed the bids and is recommending that a contract be awarded to the low bidder in Section I Sand delivered to Public Works and Utilities Job Site to Emperor Service, Laredo, Texas as the Primary vendor and Green Dream, Erie, PA. as the Secondary vendor; Section II : Sand picked up by City Trucks to Green Dream, Erie, PA. as the Primary vendor and Emperor Service, Laredo, Texas as the Secondary vendor. Pricing is for F.O.B. job site delivery of materials and F.O.B picked up by City Trucks at the material provider's plant. The term of this contract shall be for

a period of one (1) year beginning as of the date of its execution. Contract may be extended for three, additional one (1) year periods. This is Extension 1 of 3. All materials are purchased on an as needed basis and funding is available in the Public Works Department, Utilities Department and various construction project budgets. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

Bid Summary:

		Green Dream	Emperor Services
Section	Description	Unit Price/Ton	Unit Price/Ton
I	Sand for pipe bedding & backfill delivered to Public Works and Utilities Job Sites	$18.15	**$15.85**
II	Sand for pipe bedding & backfill picked up by City Trucks	**$9.05**	$10.25

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be awarded.

Fiscal Impact

Fiscal Year:	2023
Bugeted Y/N?:	Yes
Source of Funds:	
Account #:	101-2730-532-3014
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

These materials are use by city departments required for all city paving, repair and construction projects. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City’s obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

Contract FY21-102 Emperor Services

FY21-102 Public Works Material/Sand
Emperor Services,LLC
Supplier Response

Event Information

Number: FY21-102 Public Works Material/Sand
Title: Public Works Material: Sand
Type: Request For Bid
Issue Date: 8/30/2021
Deadline: 9/20/2021 05:00 PM (CT)
Notes: Bidders are strongly encouraged to submit their proposals electronically through use of Cit-E-Bid or in person - hand delivery. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

Contact Information

Contact: John Orfila Jr.
Address: Public Works Department

Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (795) 2500
Email: jorfila@ci.laredo.tx.us

Emperor Services,LLC Information

Contact: Cesar Lombrana
Address: 107 North ave
Laredo, TX 78045
Phone: (956) 237-5255
Fax: (844) 270-0499
Email: cesar@emperorservices.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Cesar Lombrana
Signature

cesar@emperorservices.com
Email

Submitted at 9/17/2021 1:30:04 PM

Requested Attachments

Conflict of Interest Form — Conflict.pdf

CIQ form has to be submitted with your response.

Non-Collusive Affidavit Form — affidavit.pdf

This form must be notarized and submitted with your response

Certificate of Interested Parties — COI.pdf

Form 1295 is to be submitted upon award of bid.

Bid Attributes

1	**Award By Section** This contract will be awarded by section to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code ☑ Yes (Yes)
2	**Terms and Conditions for Request for Bids** **TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS** Bidders are required to submit bids upon the following expressed conditions: (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation. (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor. (c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes. **1.0 PREPARATION OF BIDS** Bids will be prepared in accordance with the following: (a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern. (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum (d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system 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) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the

Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

☑ I Agree to the Terms and Conditions (I Agree to the Terms and Conditions)

3	**Insurance Terms and Conditions** **INSURANCE REQUIREMENTS** If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract. (a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit. (b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate. (c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage. (d) Professional Liability, Errors & Omissions coverage, with minimum limits of $1,000,000 per claim/ $2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract. (e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. (f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability. (g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows: 1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability. 2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions. 3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies. 4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage. 5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance. 6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance. 7. Required limits may be satisfied by any combination of primary and umbrella liability insurances. 8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo. 9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance. (h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following: 1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein. 2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo. (i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies. **(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.** (k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract. (l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract. ☑ I agree my insurance meets minumum requirements (I agree my insurance meets minumum requirements)

4	**Disqualification & Debarment Certification** **DISQUALIFICATION & DEBARMENT CERTIFICATION** By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill. ☑ I certify to the terms and conditions (I certify to the terms and conditions)

5	**Contract Requirements**

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:
Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☑ I have read and understand this section (I have read and understand this section)

6	**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** Emperor Services,LLC

8	**State how long under has the business been in its present business name** 8 years

9	**If applicable, list all other names under which the Business identified above operated in the last five years** N/A

10	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

11	**Questions Part 1** 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? no

12	**Questions Part 2** 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? no

13	**State if the Company is a certified minority business enterprise** Other

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

17 **Disclosure Form**

For details on use of this form, see Section 4.01 of the City's Ethics Code.

18 **This is a**

New Submission

19 **Question 1. Name of person submitting this disclosure form**

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

Cesar J Lombrana

20 **Question 2. Contract Information**

Please include the following: a)Contract or Project Name b)Originating Department

FY21-102

21 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Emperor Services, LLC Cesar Lombraña

22 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.**

Not Applicable

23 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

No response

24 **Question 5. List any individuals or entities that will be subcontractors on this contract**

Not Applicable

25 **Question 5. List any individuals or entities that will be subcontractors on this contract**

If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.

No response

26 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

Not Applicable

27 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

No response

28 **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

29 **Question 7. Disclosure of political contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

No response

30 **Updates on contributions required**

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

31	**Question 8. Disclosure of Conflict of Interest** Are you aware of any fact(s) with regard to this contract that would raise a “conflict of interest” issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials? I am not aware of any conflict of interest
32	**8. Disclosure of Conflict of Interest** If you selected I am aware of conflict of interest is question 8, please list them in this section. *No response*
33	**Question 9. Updates Required** I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded. ☑ I have read and understand this section (I have read and understand this section)
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 (I have read and understand this section)
35	**Question 11. Conflict of Interest Questionnaire (CIQ)** Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. ☑ I have acknowledge that I have been advised (I have acknowledge that I have been advised)
36	**Question 11. Oath** Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date Cesar Lombraña Owner/General Manager 9/17/2021
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 (I swear or affirm information is correct)

Bid Lines

1	Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual contract for the supply of public works materials: Sand, for various departments. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, TX 78041 or by downloading from our website: https://cityoflaredo.ionwave.net/CurrentSourcingEvents.aspx. Bids can be hand delivered to City Secretary Office, 1110 Houston St., 3rd. Floor, Laredo, Texas 78040 or submitted through Cit-E-Bid system until 5:00 P.M.

on September 20, 2021 and all submitted bids received will be opened and publicly acknowledged at 10:00 A.M. on September 21, 2021.

1.0 Scope of Work

1.1 The City of Laredo is requesting bid pricing from qualified vendors for awarding an annual supply contract for the purchase of various public works materials : Sand.

1.2 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.

1.3 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.

1.4 Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

1.5 The quantities listed on the attached sheets are approximate quantities for the period of one year.

1.6 The City of Laredo reserves the right to reject any or all bids or to accept any bid or combination of bids deemed advantageous to the City of Laredo.

1.7 The City of Laredo reserves the right to cancel contract upon thirty (30) days written notice if bidder fails to conform to the terms and conditions as stated in this specifications.

1.8 Special condition for F.O.B. plant pricing. For the purpose of low bid determination, a $0.555 cent per mile charge will be added to the unit price for each mile from the Public Works compound to the vendor's plant. Failure to include this information may result in the vendor's bid not being considered for these materials.

1.9 Delivery to be made within 24 hours from request. If material cannot be delivered or picked up within stated

time, the City of Laredo reserves the right to approach an alternative source until primary supplier can resume or start delivering materials. When using an alternative supplier, material will be purchased at competitive prices as approved by the City. The difference in cost, if any, may be charged against contracted supplier.

1.10 All quantities listed are estimates only and will be used for low bid determination. The City of Laredo will determine the dollar amount of this contract and shall be contingent upon approval from City Council. The City of Laredo reserves the right to purchase more or less than the quantities indicated. Bids will be requested F.O.B vendor's plant and F.O.B Job Site.

2.0 General Requirements

2.1 The general specifications for each material are listed in detail by category. Potential bidders must thoroughly review the City requirements. Bidders are hereby advised that some materials must be tested by an independent laboratory to ascertain compliance with the City's bid specifications. This testing must be done at the expense of the bidder and the independent testing laboratory must be approved by the City. Test reports shall be no older than one year.

****Bids without a Certified Laboratory Test Report will not be considered.

2.2 Some materials require that the vendor indicate the source of material. Bidders are reminded to include that information in the bid schedule.

2.3 Sand

Sand for Pipe Bedding and Backfill

Sand for pipe bedding and backfill shall be virtually free of clay, silts, and other deleterious substances. Plasticity index shall be zero (0) and 95-100% of materials shall pass a 3/8" sieve. The Material shall be free from organic material such as grass, roots, etc.

Sand for Backfill (non plastic)

Sand for backfill (non plastic) shall be virtually free of clay, silts, and other deleterious substances. This sand will be used as backfill material on primary and secondary layers. Materials will not be required to be tested for density.

Sieve Analysis

3/8" -Sieve Percent Passing	95 to 100%
1/4" -Sieve Percent Passing	85 to 100%
#40 -Sieve Percent Passing	75 to 100%
#80 -Sieve Percent Passing	20 to 90%
#200 -Sieve Percent Passing	0 to 20%

Plasticity Index= 0

2.4 Testing and Inspection

Testing and inspection of materials: Sampling and testing procedures shall conform to the requirement of the appropriate designation of the American Association of State Highway Officials or the American Society for Testing Materials. The source of material shall be identified, and the material shall be approved by the City Engineer prior to use.

Bidders are hereby advised that material being bid is to be tested, at no expense to the City, by an independent testing laboratory approved by the City, and a copy of the Laboratory Test Report is to be submitted as part of the bid for that particular material to ascertain compliance to the specifications. Test reports shall be no older than one year. Bids without a Certified Laboratory Test Report will not be considered.

Sampling and testing to determine the suitability of materials shall be performed by an independent testing laboratory designated by the City Engineer at the expense of the supplier. Sampling and Testing for acceptance of the material shall be done by the owner. One copy of the test report shall be submitted to the following: the City engineer, the Supplier, and to the Director of Public Works.

Source of material

Source of material shall be provided as a requirement of the bid. The successful bidder shall have either ownership or a written contract for the pit course indicated. Proof of ownership or proof of a valid existing contract shall be submitted to the City upon request.

3.0 Cause for termination of Contract. This materials contract may be terminated for any of the following reasons:

3.1 The material supplied continuously fails to meet the specifications as included herein and as determined by the City Engineer or the testing laboratory procured, or

3.2 Deliveries are not made to the designated job site, plant site, Department of Public Works Compound, the Utilities Department F.O.B . or

3.3 Deliveries do not meet pre-set Department of Public Works or the Utilities Department time schedules:

3.3.1 A 24- hour advance notice will be allowed

3.3.2 Special cases, as equipment breakdown will be allowed more than five breakdowns in a year will be cause for termination.

3.3.3 The supplier will make every effort to deliver material to City in the event that less than a 24-hour notice is given.

4.0 Delivery

Delivery will be made within 24 hours from request. If material cannot be delivered within the stated time, the City of Laredo reserves the right to approach an alternative source until primary supplier can resume or start delivering materials, When using an alternative supplier, material will be purchased at competitive prices as approved by the City. The difference in cost, if any, may be charged against contracted supplier.

5.0 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.

6.0 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. There will be one Primary and one Secondary Vendor for each awarded section.

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

7.0 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 tl1e requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. Documentation may be emailed to mpescador@ci.laredo.tx.

The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids.

2 Section I

Sand for pipe bedding and back fill, prices per ton, delivered F.O.B to Public Works and Utilites Departments job sites.

Quantity: 13000 UOM: TON Price: $15.85 Total: $206,050.00

Item Notes: The successful bidder shall have either ownership or a written contract for the pit source indicated. Proof of ownership or proof of a valid existing contract shall be submitted to the City upon request.

Source of Material and Certified Laboratory Test Report shall be uploaded as attachment to Cit-E-Bid.

Item Attributes

1. Tons/Cubic yard

List number of tons per cubic yard

24 tons truck load

3 Section II

Sand for pipe bedding and back fill, prices per ton, Picked up by City Trucks

Quantity: 6000 UOM: TON Price: $10.25 Total: $61,500.00

Item Notes: For the purpose of low bid determination, a $0.555 cent per mile charge will be added to the unit price for each mile from the Public Works compound located at 5512 Thomas Ave., Laredo, TX 78041 to the vendor's plant.
The successful bidder shall have either ownership or a written contract for the pit source indicated. Proof of ownership or proof of a valid existing contract shall be submitted to the City upon request.

Source of Material and Certified Laboratory Test Report shall be uploaded as attachment to Cit-E-Bid.

Item Attributes

1. Tons/Cubic yard

List number of tons per cubic yard

24 Tons

2. Special condition for F.O.B. plant pricing for Section II: Estimated Milage

Bidder must calculate mileage from producer's plant. In stating this mileage, bidder must calculate mileage from producer's plant utilizing roads the shortest route possible.

25 miles

3. Special condition for F.O.B. plant pricing for Section II: Route Used

Provide the route used to calculate this mileage. Mileage is subject to verification by the City of Laredo.

mines road to utilities

Response Total: $267,550.00

City Council-Regular

Meeting Date: 10/17/2022

Initiated By: Riazul Mia, Assistant City Manager
Initiated By: Arturo Garcia, Jr. P.E.

Staff Source: Arturo Garcia, Jr. P.E.

SUBJECT

Authorizing the Interim City Manager to award Amendment No. 5 in the amount of $51,090.00 for professional engineering services contract with Ardurra Group Inc., Laredo, Texas. The anticipated construction time was approximately 16 months; however, due to circumstances unrelated to the design or services provided by Ardurra, the project is currently in month 25 of construction. The total contract amount is $855,820.00 with this amendment. Funding is available in the 2020A Sewer Revenue Bond.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

Original contract amount (Approved by City Council on 04-12-2016)	$214,258.00
Amendment No. 1 (Approved by City Council on 09-06-2016) Engineering Services for Improvements at the Unitec WWTP	$94,752.00
Amendment No. 2 (Approved by City Council on 05-15-2017) Improvements and expansion of Unitec WWTP Engineering Services	$363,620.00
Amendment No. 3 (Approved by City Council) Concrete staging area Unitec WWTP Improvements and Expansion.	$54,400.00
Amendment No. 4 (Approved by City Council on 12-02-2019) Improvements and expansion of Unitec WWTP Engineering Services	$77,700.00

CONTRACT TOTAL (ORIGINAL + AMENDMENTS 1-4)	**$804,730.00**
AMENDMENT NO. 5 - UNITEC WWTP PHASE I EXPANSION - ADDITIONAL CONSTRUCTION PHASE SERVICES	
CONSTRUCTION PHASE SERVICES	$51,090.00
SUB-TOTAL FOR CONSTRUCTION PHASE SERVICES:	**$51,090.00**
CONTRACT TOTAL (ORIGINAL + AMENDMENTS 1-5):	**$855,820**.00

BACKGROUND

Due to the growth that the City of Laredo is currently experiencing in the industrial parks located in North Laredo, expansion of the Unitec WWTP is needed. This expansion is needed in order to accommodate the extra flow of sewage expected, in order to continue to be within the permitted effluent limits set forth by TCEQ.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Approval of motion.

Fiscal Impact

Fiscal Year:	FY23
Bugeted Y/N?:	Yes
Source of Funds:	2020A Sewer Revenue Bond
Account #:	559-9877-535-9301

Change Order: Exceeds 25% Y/N: No

FINANCIAL IMPACT:

SW 1815

Attachments

Ardurra Amendment No. 5

CONTRACT FOR SERVICES

This contract is made this ____day of _____, 2022, by and between Ardurra Group, Inc. of 6010 McPherson Road, Suite 110, Laredo, Texas 78041 hereinafter referred to as CONSULTANT and City of Laredo Utilities Department of 5816 Daugherty Ave, Laredo, TX 78041 hereinafter referred to as CLIENT.

CONSULTANT hereby agrees to perform the following Engineering services for CLIENT:

AGENDA ITEM: _ _ _ _ _ _ _

SCOPE OF WORK

AMENDMENT NO. 5
Unitec WWTP Phase I Expansion
Additional Construction Phase Services

PROJECT DESCRIPTION:

GENERAL

Unitec WWTP currently has a treatment capacity of 0.18 mgd average daily flow (ADF). Due to the growth that the City of Laredo is currently experiencing in the area of the industrial parks located in North Laredo, expansion of the Unitec Wastewater Treatment Plant (WWTP) is needed. Phase I of the expansion efforts has been underway since August 2020 and is tentatively scheduled to be completed by the end of 2022. The anticipated construction time was approximately 16 months; however, due to circumstances unrelated to the design or services provide by Ardurra, the project is currently in month 25 of construction. The scope of services below details the breakdown of services that have been rendered beyond the original construction period and the estimated remaining time of construction.

SCOPE OF SERVICES:

BASIC SERVICES

TASK 1: CONSTRUCTION PROJECT MANAGEMENT

1. Review submittals, shop drawings, and review and respond to requests for information (RFI's).
2. Review, documents and respond to all correspondence from the Contractor.
3. Review and respond to any change order requests from the Contractor.

Deliverables:

- RFI Responses
- Email Correspondence
- Closeout Correspondence

TASK 2: CONSTRUCTION PROGRESS MEETINGS

1. Coordinated and conducted eight (8) construction progress meetings and prepare meeting minutes for distribution to all attendees from January 2022 to August 2022. Documentation for these meetings includes meeting agendas and meeting minutes.

2. Coordinate and conduct up to six (6) construction progress meetings and prepare meeting minutes for distribution to all attendees. These meetings are anticipated based on the current completion schedule submitted by the contractor.

Deliverables:

- Agendas and minutes of each construction progress meeting

TASK 3: PERIODIC CONSTRUCTION INSPECTIONS

1. Performed and documented eighteen (18) site visits for duration of the original stipulated contract time of 300 working days. Documentation is in form of Site Inspection Reports and/or email correspondence.
2. Perform and document eight (8) periodic site visits for the remainder of the construction of this expansion. These periodic inspections are anticipated based on the current completion schedule submitted by the contractor.

Deliverables:

- Site Inspection Photographs, Reports and/or email correspondence to document site visits

TASK 4: DESIGN MODIFICATIONS

1. Designed and coordinate field modifications due to new 12" force main tie-in by a developer's contractor. Design modifications included the design of a new header piping that connects both the existing and the proposed force main to the newly constructed headworks.

Deliverables:

- Inlet Piping Modification Plan Exhibits and Plan Sheets
- Site Visits to observe field conditions
- Coordination with SAL Construction/Developer
- Change Order Coordination

ADDITIONAL SERVICES

This section defines the scope (and ALLOWANCE) for compensation for additional services that may be included as part of this contract, but the Engineer will not begin work on this section without specific written approval by the City. Fees for Additional Services are an allowance for potential services to be provided and will be negotiated by the City as required. There are no anticipated additional services at this time.

ATTACHMENT "B"
PRODUCTION SCHEDULE

Project: Unitec WWTP Phase I Expansion – Additional Construction Phase Services

The CONSULTANT agrees to complete the various phases of work under this contract in accordance with the schedule set forth as follows:

BASIC SERVICES		COMPLETION DATE
TASK 1	CONSTRUCTION PROJECT MANAGEMENT	4 MONTHS FROM NTP
TASK 2	CONSTRUCTION PROGRESS MEETINGS	
TASK 3	PERIODIC CONSTRUCTION INSPECTIONS	
TASK 4	DESIGN MODIFICATIONS	
ADDITIONAL SERVICES		

ATTACHMENT "C"
COMPENSATION FOR PROFESSIONAL SERVICES RELATED
TO BASIC CONTRACT

Project: Unitec WWTP Phase I Expansion – Additional Construction Phase Services

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

ORG	ORIGINAL CONTRACT – FEASIBILITY STUDY FOR THE ZACATE CREEK WASTEWATER TREATMENT PLANT (WWTP) AMMONIA REMOVAL, AND FOR THE AMMONIA REMOVAL AT THE UNITEC WWTP	$ 214,258
AMD #1	ENGINEERING SERVICES FOR IMPROVEMENTS AT THE UNITEC WWTP	$ 94,752
AMD #2	IMPROVEMENTS AND EXPANSION OF UNITEC WWTP ENGINEERING SERVICES	$ 363,620
AMD #3	CONCRETE STAGING AREA UNITEC WWTP IMPROVEMENTS AND EXPANSION	$ 54,400
AMD #4	ANALYSIS OF THE EXISTING 0.063 MGD PLANT FOR RE-USE	$ 77,700
	CONTRACT TOTAL (ORIGINAL + AMENDMENTS 1-4):	$ 804,730
AMENDMENT NO. 5 – UNITEC WWTP PHASE I EXPANSION – ADDITIONAL BID PHASE SERVICES		
BASIC SERVICES		
TASK 1	CONSTRUCTION PROJECT MANAGEMENT	$ 7,920
TASK 2	CONSTRUCTION PROGRESS MEETINGS	$ 13,330
TASK 3	PERIODIC CONSTRUCTION INSPECTIONS	$ 19,280
TASK 4	DESIGN MODIFICATIONS	$ 10,560
	SUB-TOTAL FOR BASIC SERVICES:	$ 51,090
ADDITIONAL SERVICES		
	SUB-TOTAL ADDITIONAL SERVICES:	TBD
	CONTRACT TOTAL (ORIGINAL + AMENDMENTS 1-5):	$ 855,820

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:

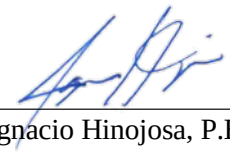
- Engineering fees included in this proposal only apply to items specifically listed in this proposal.
- Agency review fees, impact fees, permitting fees and platting fees are not included herein.
- No field surveys or SUE Level A services are included as part of this work to verify utility depths or 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.

Consultant:



Ignacio Hinojosa, P.E.
Client Services Manager/Project Manager
Ardurra Group, Inc.

Date: 9/12/2022

Client:

Arturo Garcia, Jr., P.E.
Utilities Director

Date: _____

Rosario Camarillo-Cabello
Interim City Manager

Date: _____

Attest:

Jose A. Valdez, Jr
City Secretary

Date: _____

As to Form:

Doanh "Zone" Nguyen
City Attorney

Date: _____

City Council-Regular

Meeting Date: 10/17/2022

Initiated By: Riazul Mia, Assistant City Manager
Initiated By: Arturo Garcia, Jr. P.E.

Staff Source: Arturo Garcia, Jr. P.E.

SUBJECT

Authorizing the Interim City Manager to authorize a change order and vendor name change for purchase order No. 356260 in the amount of $182,850.00 to manufacturer PSI Water Technologies and award contract for $231,725.00 to Environmental Improvements, Inc of Buda, Texas. The contract is for an automatic disinfectant system as sourced by the city's consultant, Ardurra Group, Inc. The increase of $48,875.00 represents new 2022 prices along with a 15% ($30,225.00) contingency fee for unforeseen site conditions and increased services from the local authorized Texas representative. Funding is available in the America Rescue Act Plan Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

On 12/06/2021, City Council approved a contract in the amount of $182,850.00 to PSI Water Technologies of Milpitas, CA. to install an intelligent, automated disinfectant boosting system to set and control residual levels in the Las Blancas tank. The equipment design and recommendation is from the City's consultant on water quality improvements, Ardurra Group Inc. A purchase order direct to the manufacturer, PSI Water Technologies, was not possible as the company required use of their standard contract over the City's standard contract terms and conditions. Environmental Improvements, Inc. is the sole-source representative for PSI Technologies equipment providing the necessary local service for this chlorine disinfection system and is an established vendor with the City of Laredo.

BACKGROUND

Automated chemical dosing for disinfectant control at the Las Blancas elevated storage tank is important to meet TCEQ requirements for maintaining total chlorine residual levels.

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

Approve Motion.

Fiscal Impact

Fiscal Year:	2022
Bugeted Y/N?:	Y
Source of Funds:	American Rescue Plan Act
Account #:	271-4120-535-3901
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:

Funding is available in the American Rescue Plan Act Account 271-4120-535-9301. Project 21REUT.

Attachments

Monochlor Proposal from EI2

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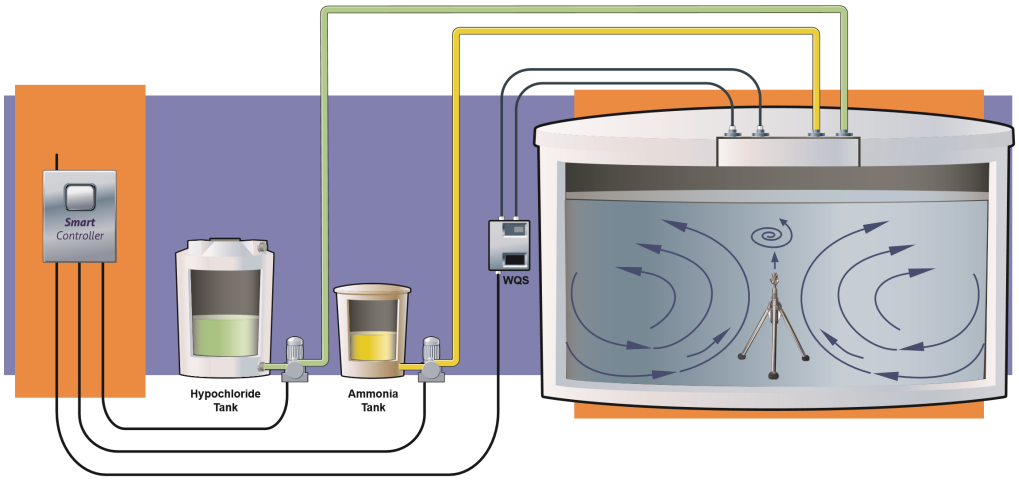
environmental improvements, inc.

FIRM PROPOSAL
MONOCLOR®
RESIDUAL CONTROL SYSTEM
FOR
LAREDO, TX
0.5MG LAS BLANCAS EST



File No.: P21-5368 Firm *CA Contractor's License: #877235*

Prepared on: January 13, 2022

Environmental Improvements (EI2)
Brian Phenegar
235 Trademark Drive
Buda TX 78610
T: (512) 731-5048
Email: Phenegar@ei2austin.com

environmental EI² improvements, inc.

TABLE OF CONTENTS

Cover Letter

Section 1: Scope of Supply

Section 2: Proposal Acceptance

Section 3: Terms and Conditions

IMPORTANT NOTICE: All the information in this Proposal is confidential and has been prepared for Buyer's use solely in considering the purchase of the Equipment described. Transmission of all or any part of this Proposal to others or use by Buyer for other purposes is unauthorized without Seller's advance written consent.

environmental EI² improvements, inc.

June 29, 2022

Michael Rodgers
City of Laredo, TX

Re: Monoclor® Residual Control System for Laredo, TX – 0.5MG Las Blancas EST
PSI Water Technologies, Inc. File No.: P21-5368 Firm

Dear Michael,

Thank you for your interest in PSI Water Technologies, Inc. (PSI), a UGSI Solutions company. We have prepared this firm proposal for providing a Monoclor® Residual Control System (RCS) for Laredo, TX – 0.5MG Las Blancas EST. Our proposal is based on the following design criteria:

Design Criteria

Reservoir Diameter, ft	52
Reservoir Height, ft	35
Maximum Capacity, MG	0.5
Average Flow, MGD (gpm)	0.02 (15)
Maximum Flow, MGD (gpm)	0.07 (50)
Reservoir Type	Pedestal
Disinfectant	Chloramines
Power Supply	120VAC/1PH
Desired Chlorine Residual, ppm	2.5
Chlorine Dose, ppm	2.5
Peak Chlorine Demand, ppd	1.5

System Features & Advantages

The Monoclor® RCS is an intelligent, automated disinfectant boosting system that gives operators the ability to set and control residual levels in water storage tanks and key locations in the distribution system. The Monoclor® RCS utilizes advanced water quality sensors, powerful active mixing, an automated chemical feed system, and an advanced control algorithm to set and maintain residual levels in water storage tanks and distribution systems. The Monoclor® RCS has been tested and validated through extensive laboratory testing and many full-scale installations over the last 5 years.

Our Monoclor® RCS consists of all equipment essential for a complete system, including:

1. Accurate chemical dosing at the correct ratio
2. Proper mixing to ensure a homogenous water body that will not stratify
3. High energy mixing that ensures instantaneous reaction of introduced chemicals
4. Real-time monitoring and control logic to maintain or achieve equilibrium by responding to dynamic reservoir conditions

The Monoclor® RCS enables operators to:

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1. Set and maintain consistent disinfectant levels in storage tanks and key locations in the distribution system
2. Continuously blend disinfectant residual and eliminate thermal and chemical stratification
3. Eliminate costly and labor-intensive manual boosting
4. Quickly counteract adverse water quality changes, such as low residual
5. Optimize and balance disinfectant levels across a water distribution system

The PAX PWM150 mixer is a submersible active mixing system for potable water storage tanks and reservoirs. When operated correctly, the PAX PWM150 mixer can rapidly eliminate thermal stratification, decrease ice formation, rapidly blend and distribute doses of residual disinfectant, and maintain uniform chemical and temperature conditions. Under some conditions, the mixing action can also reduce the rate of residual disinfectant loss and lower volatile disinfection byproduct levels inside the tank when used as part of an in-tank aeration system.

A detailed scope of supply and the firm price is listed in Section 1 of this proposal.

Our scope of supply follows in Section 1 and our proposal acceptance in Section 2. **Pricing is valid for 90 days**. Section 3 includes our standard terms and conditions.

We look forward to working with you on this project. If we can be of any further assistance, please do not hesitate to contact our sales representative, Blake Roye at Environmental Improvement (EI2), or me at (281) 636-6129

Sincerely,

Brian Phenegar
Environmental Improvements

environmental EI² improvements, inc.

SECTION 1

SCOPE OF SUPPLY

A. Scope of Supply by PSI
B. Scope of Installation by PSI
C. Scope of Work by Others
D. Clarifications
E. Terms of Payment
F. Delivery

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A. SCOPE OF SUPPLY BY PSI – MONOCLOR® RCS

The following equipment and services constitute our scope of work. All equipment will be manufactured in accordance with our standard equipment.

No	Item Description	Qty.
1.	**Smart Control Center, SCC1000** ▪ Allen-Bradley MicroLogix 1400 Programmable Logic Controller (PLC) ▪ Magelis DT351 7.4" HMI: Color LCD touch screen ▪ Communication: Ethernet based access to HMI software from computer or smartphone within same network ▪ Remote Monitoring Telemetry ▪ Water Quality Station Communication: Two wire twisted cable ▪ Chemical Dosing Controller: RS-485 port for chemical feed system communications ▪ SCADA: Modbus TCP/IP standard, analog output available if necessary ▪ Enclosure: Equal to or greater than Type 4 rating	1
2.	**Chlorine Gas Chlorination System**, including: ▪ Wallace & Tiernan Automatic V10K Chlorinator ▪ 200 PPD Unit with 10 PPD Rotameter ▪ SFC-SC Single Input Controller ▪ Power Required: 115 VAC, 60hz, 1-Phase	1
3.	**Chemical Feed System - Ammonia, ASP** ▪ Skid: Black polypropylene ▪ Pump: Watson Marlow CWT Peristaltic Pump, 8.0 GPH @ 100 PSI ▪ Piping: PVC schedule 80 ▪ Secondary Containment: 9 gallons secondary containment ▪ Controller - Input/Output: 4 digital inputs, 2 digital outputs, 2 analog inputs, 1 analog output ▪ Communication: Modbus protocol with Smart Control Center ▪ Connection: RS-485 cable ▪ Enclosure: Equal to or greater than Type 3R rating ▪ Pump Control Option: Digital relay, analog (4-20 mA), power switch ▪ Accessories: o Calibration Column o Pressure Relief Valve o Wye Strainer o Pressure Transmitter o Back Pressure Regulator	1

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No	Item Description	Qty.
4.	**Radar Level Transmitter** ▪ For Liquid Ammonium Sulfate Storage	1
5.	**Water Quality Station, WQS1000** ▪ Water Connection: 3/8" Push-connect ▪ Sampling Flow Rate: 10 GPH ▪ Connectivity: Modbus RS485 Connection ▪ Data Logging: Real-time DAQ on USB flash drive ▪ Measurement - Total Chlorine: Dual Amperometric reagent less online sensor, 0-10 PPM measuring range, 0.01 PPM resolution ▪ Measurement – ORP Sensor (Platinum Extended Tip) ▪ Measurement - Temperature: 32-212° F measuring range, 0.1° F resolution ▪ Measurement - pH: 0-14 measuring range, 0.01 resolution ▪ Measurement - Water Level (optional): pressure transducer, resolution of 1% maximum scale ▪ Enclosure: Equal to or greater than Type 3R rating	1
6.	**Sample Pump**	1
7.	**PWM150 Mixer Wet Assembly,** including: ▪ Spiral-shaped nozzle designed to mix up to 0.75 million gallons of water ▪ Integrated power cable and lowering mechanism for simplicity ▪ The ability to function continuously regardless of tank cycles ▪ 230V three phase ½ horsepower water-cooled motor powered by the control center	1
8.	**Control Center Dry Assembly with SCADA Compatibility**, including: **NEMA 4 Enclosure:** ▪ Lockable and weather resistant ▪ Overall weight of control center 55 lbs. ▪ Operating temperature range -4 ºF to 129 ºF (-20 ºC to 55 ºC) ▪ Green and Red LED Indicator lights to display motor status ▪ White LED Indicator light to display power ▪ Cooling fan **Motor Controller/VFD:** ▪ Allen Bradley ▪ 115VAC single phase, rated to 1.0 HP ▪ HOA Switches ▪ Manual speed control ▪ Thermal shut-off protection built-in	1

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No	Item Description	Qty.
	▪ Current overload protection built-in ▪ 300mA trip level GFCI ▪ Sine filter ▪ Branch-circuit protection **SCADA outputs included**: ▪ Digital Output signal indicating motor running ▪ Digital Output signal indicating fault ▪ Digital Input/Output signal for remote motor on/off ▪ RS-485 or Dry Contact connections ▪ 4-20mA signal	
9.	**Cable 70 ft.**, including: ▪ Flat-jacketed 4 conductor	1
10.	**Tank Penetration Accessory** ▪ Stainless steel strain relief for 4 wire flat-jacketed cable	1
11.	**Manufacturer's Services for Installation Inspection, System Start-Up, and Operator Training (2 Days at the Jobsite)**	Included
12.	**Submittal and Operation & Maintenance Manual as Follows** ▪ Submittal: Sent Electronically ▪ O&M Manual: Sent Electronically	Included
13.	**FOB Factory, Milpitas, CA with Full Freight Allowed to Jobsite, Laredo, TX**	Included
	FIRM PRICE [ITEMS 1-13]	**$159,500.00**

environmental EI² improvements, inc.

B. SCOPE OF INSTALLATION BY PSI – MONOCLOR® RCS

The following services constitute our scope of installation.

No	Item Description	Qty.
1.	**Materials Installation**, including: ▪ Smart Control Center ▪ Water Quality Station ▪ Chlorine Gas Chlorinator ▪ Chemical Feed Skid ▪ PWM150 Wet Assembly ▪ PWM150 Dry Assembly	Included
2.	**Hardware Installation**, including: ▪ Conduit ▪ Chemical Tubing ▪ Electrical Wire ▪ Sample Line ▪ Penetrations	Included
	FIRM PRICE [ITEMS 1-2]	**$42,000**

C. SCOPE OF WORK BY OTHERS

1. **Chlorine gas storage vessel(s).**
2. **Instrumentation for chlorine gas storage vessel(s), including a 4-20 mA actuator and flow valves for flow control.**
3. **LAS storage (tanks, drums, totes, etc.).**
4. **SCADA integration.**
5. Secondary containment of all equipment and piping.
6. 12.5% Sodium Hypochlorite supply.
7. 40% Liquid Ammonium Sulfate supply.
8. Each chemical storage tank must be labeled appropriately according to local regulations. Check with your local regulating agency for requirements.
9. Proper distance between chemical storage tanks must be maintained according to local regulations.
10. All civil works and concrete pad for equipment.
11. Electrical power to Water Quality Station (120VAC/1Ph/60Hz for 10A), Smart Control Center (120VAC/1PH/60Hz for 10A), and Chemical Feed Skid(s) (120VAC/1Ph/60Hz for 10A).
12. Any tank recoating services, labor, or parts.
13. Freeze protection for all tubing and piping external to the reservoir, if required.
14. Hatch penetrations or modifications.
15. Room ventilation, air conditioning, or lighting.
16. Videotaping.
17. All taxes, fees, lien waivers, bonds and licenses.
18. Permitting or regulatory approval.
19. Valves, fittings, appurtenances not specifically listed under Scope of Supply by PSI
20. Any items or services not explicitly listed under Scope of Supply or Scope of Installation by PSI.

D. CLARIFICATIONS

1. **Chlorine gas signals required for the Monoclor® RCS will be hardwired into the Smart Control Center.**
2. **Installation assumes chemical feedline "dangling" method.**
3. **Conduit to be routed using existing ladder stand-offs.**
4. All equipment excluding PAX Mixers must be installed in an indoor location. A shed or enclosure is not included in the proposal.
5. Sample water flow is 10 GPH. The sample water is assumed to be gravity fed to the Water Quality Station and then routed to a nearby drain.
6. Reservoir Low Water Level must be above 6' for PAX Mixer to function properly.
7. The performance of the Monoclor® RCS design reported in this document is dependent on the tank operations data provided in the design criteria and may vary significantly under different operating conditions and/or scenarios.
8. PSI requires a minimum of two (2) weeks notification prior to performing onsite installation inspection, system start-up and training. PSI will work with you to attempt to accommodate your scheduling needs.
9. Do not mix hypochlorite and ammonia as toxic vapors will be produced.

10. PSI requires a minimum of two (2) weeks notification prior to performing onsite installation inspection, system start-up and training. PSI will work with you to attempt to accommodate your scheduling needs.
11. Do not mix hypochlorite and ammonia as toxic vapors will be produced.

E. TERMS OF PAYMENT

- Twenty Percent (20%) Payment Invoiced on Approved Submittals
- Seventy-Five Percent (75%) Payment Invoiced on Shipment of Equipment
- Five Percent (5%) Payment Invoiced on Startup
- Net 45 Days
- Price Valid for 90 Days

F. DELIVERY

- Submittal: 4 – 6 Weeks After Receipt of Fully Executed Order
- Equipment Shipment: 8 – 10 Weeks After Approval of Submittals

City Council-Regular

Meeting Date: 10/17/2022

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 renew contract FY20-074 with Gutierrez Machine Shop, Laredo, Texas in an amount of up to $500,000.00 for professional welding services for the Utilities Department. The services requested include site repairs to various water and wastewater treatment plants, lift stations, and other municipal utility facilities. This is the third and final extension of this contract, and it is contingent upon the availability of appropriated funds. There was no price increase during the last extension period. Funding is available in the Waterworks System and Sewer System Funds.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved and amended a one-year contract on 2/7/21.

BACKGROUND

This contract establishes pricing for welding repair and fabrication services shall include installation, alteration, repair, relocation, replacement, and assembly of, addition to, use or maintenance of any metal products. The services requested include site repairs to the various water and wastewater treatment plants, lift stations, and other municipal utility facilities. There was no price increase during the last extension period. This is the last extension period for this contract. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

Current Contract Pricing:

Description	Gutierrez Machine Shop Laredo, TX Unit Price
Regular Pay Rate (8AM to 5PM)	$ 45.00 /Hour
Overtime Pay Rate (5:01PM to 7:59AM)	$ 67.50 /Hour

Holiday/Weekend Pay Rate	$ 67.50 /Hour
Service Call Pay Rate after 5:01 PM	$ 67.50 /Hour
Machine Shop Service (8:00 AM thru 5:00 PM)	$ 40.00 /Hour
Machine Shop Service (After 5:00 PM-Weekends, Holidays)	$ 60.00 /Hour
Work Site Service (8:00 AM thru 5:00 PM)	$ 45.00 /Hour
Work Site Service (After 5:00 PM-Weekends, Holidays)	$ 67.50 /Hour

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year:	2023
Bugeted Y/N?:	Yes
Source of Funds:	
Account #:	55942105332030
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

Fiscal Year:	2023
Bugeted Y/N?:	Yes
Source of Funds:	
Account #:	55942205332030
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

Fiscal Year:	2023
Bugeted Y/N?:	Yes
Source of Funds:	
Account #:	55741305332030
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

Fiscal Year:	2023

Bugeted Y/N?: Yes

Source of Funds:

Account #: 55741205332030

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 FY20-074

Contract FY20-074

					Gutierrez Machine & Welding Shop		Midas Contractors LLC	
					Total Price	$460.00	Total Price	$650.00
Line #	Description	QTY	UOM	Estimated	Unit	Extended	Unit	Extended
1	Section I: Bid Price Schedule as per 33.0 Estimated Number of Hours required during a 12 month period: 25,000 Hours ********The City shall provide an allowance of up to $175,000.00 for Materials**********				**$460.00**	$460.00	$650.00	$650.00
1.1	Regular Hourly Price Rate (2 man crew) 8:00 AM to 5:00 PM	1	Hourly Labor Rate		**$45.00**		$70.00	
1.2	Hourly Overtime Rate (2 man crew) 5:01 PM to 7:59 AM	1	Hourly Labor Rate		**$67.50**		$80.00	
1.3	Holiday/Weekend Hourly Rate (2 man crew)	1	Hourly Labor Rate		**$67.50**		$80.00	
1.4	Service Call Cost after 5:01 PM (2 man crew)	1	Hourly Labor Rate		**$67.50**		$100.00	
1.5	Machine Shop Service (8:00 AM thru 5:00 PM)	1	Hourly Labor Rate		**$40.00**		$60.00	
1.6	Machine Shop Service (After 5:00PM-Weekends, Holidays)	1	Hourly Labor Rate		**$60.00**		$70.00	
1.7	Work Site Service (8:00 AM thru 5:00 PM)	1	Hourly Labor Rate		**$45.00**		$90.00	
1.8	Work Site Service (After 5:00PM-Weekends, Holidays)	1	Hourly Labor Rate		**$67.50**		$100.00	
1.9	Estimated completion in working days per repair or fabrication.	1	Working Days					

Line #
1
1.1
1.2
1.3
1.4
1.5
1.6
1.7
1.8
1.9

City of Laredo
Purchasing Division
Renewal Notice

October 5, 2022

Mr. Moises Gutierrez,
Gutierrez Machine and Welding Shop
201 W. Ryan Street
Laredo, Texas 78041

Re: Professional Welding Services
FY20-074
Extension III

Dear Mr. Gutierrez,

This is to inform you that the contract FY20-074 which was approved by City Council on August 17, 2020 is up for renewal. This is the last extension period for this contract. Please advise if you wish to renew this contract for another one-year period.

Services under contract:

Description	Unit Price
Regular Pay Rate (8AM to 5PM)	$ 45.00 /Hour
Overtime Pay Rate (5:01PM to 7:59AM)	$ 67.50 /Hour
Holiday/Weekend Pay Rate	$ 67.50 /Hour
Service Call Pay Rate after 5:01 PM	$ 67.50 /Hour
Machine Shop Service (8:00 AM thru 5:00 PM)	$ 40.00 /Hour
Machine Shop Service (After 5:00 PM-Weekends, Holidays)	$ 60.00 /Hour
Work Site Service (8:00 AM thru 5:00 PM)	$ 45.00 /Hour
Work Site Service (After 5:00 PM-Weekends, Holidays)	$ 67.50 /Hour

If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Gutierrez Machine & Welding

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: _____

Print Name: Moises Gutierrez Jr.

Date: 10-5-22

City of Laredo
Purchasing Division
Letter of Award

February 8, 2022

Mr. Moises Gutierrez,
Gutierrez Machine and Welding Shop
201 W. Ryan Street
Laredo, Texas 78041

Re: Professional Welding Services
FY20-074
Extension II

Dear Mr. Gutierrez,

This is to inform you that the contract renewal for FY20-074 was approved by City Council on February 7, 2022. The term of this contract shall be for a period of one year. This is the second of three extension periods.

Services under contract:

Description	Unit Price
Regular Pay Rate (8AM to 5PM)	$ 45.00 /Hour
Overtime Pay Rate (5:01PM to 7:59AM)	$ 67.50 /Hour
Holiday/Weekend Pay Rate	$ 67.50 /Hour
Service Call Pay Rate after 5:01 PM	$ 67.50 /Hour
Machine Shop Service (8:00 AM thru 5:00 PM)	$ 40.00 /Hour
Machine Shop Service (After 5:00 PM-Weekends, Holidays)	$ 60.00 /Hour
Work Site Service (8:00 AM thru 5:00 PM)	$ 45.00 /Hour
Work Site Service (After 5:00 PM-Weekends, Holidays)	$ 67.50 /Hour

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 Division

City Council- Regular
Meeting Date: 02/07/2022
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 renew and amend contract FY20-074 by 25% with Gutierrez Machine Shop, Laredo, Texas for an amount increase of $100,000.00 and an amended contract total amount of $500,000.00 for professional welding services for the Utilities Department. The services requested include site repairs to various water and wastewater treatment plants, lift stations, and other municipal utility facilities. 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. The contract amendment is due to an increase in welding repair services and to cover future expenditures at the Jefferson Water Plant. There was no price increase during the last extension period. This contract can be renewed for one (1) additional one (1) year extension periods, upon mutual agreement of the parties. Funding is available in the Waterworks System and Sewer System Funds.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one year contract on 7/26/21.

BACKGROUND

This contract establishes pricing for welding repair and fabrication services shall include installation, alteration, repair, relocation, replacement, and assembly of, addition to, use or maintenance of any metal products. The services requested include site repairs to the various water and wastewater treatment plants, lift stations, and other municipal utility facilities. The contract amendment is due to an increase welding repair services and to cover future expenditures at the Jefferson Water Plant. 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 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.

Gutierrez Machine Shop	Annual Total Amount
Current Contract Amount	$ 400,000.00
25% Increase	$ 100,000.00
Revised Contract Amount	$ 500,000.00

Current Contract Pricing:

Description	Gutierrez Machine Shop Laredo, TX Unit Price
Regular Pay Rate (8AM to 5PM)	$ 45.00 /Hour
Overtime Pay Rate (5:01PM to 7:59AM)	$ 67.50 /Hour
Holiday/Weekend Pay Rate	$ 67.50 /Hour
Service Call Pay Rate after 5:01 PM	$ 67.50 /Hour
Machine Shop Service (8:00 AM thru 5:00 PM)	$ 40.00 /Hour
Machine Shop Service (After 5:00 PM-Weekends, Holidays)	$ 60.00 /Hour
Work Site Service (8:00 AM thru 5:00 PM)	$ 45.00 /Hour
Work Site Service (After 5:00 PM-Weekends, Holidays)	$ 67.50 /Hour

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be amended and renewed.

Fiscal Impact

Fiscal Year: 2022
Bugeted Y/N?: Yes
Source of Funds:
Account #: 55942105332030
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Fiscal Year: 2022
Bugeted Y/N?: Yes
Source of Funds:
Account #: 55942205332030
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Fiscal Year: 2022
Bugeted Y/N?: Yes
Source of Funds:
Account #: 55741305332030
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:

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 FY20-074
FY20-074 Contract Gutierrez

City of Laredo
Purchasing Division
Renewal Notice

January 25, 2022

Mr. Moises Gutierrez,
Gutierrez Machine and Welding Shop
201 W. Ryan Street
Laredo, Texas 78041

Re: Professional Welding Services
FY20-074
Extension II

Dear Mr. Gutierrez,

This is to inform you that the contract FY20-074 which was approved by City Council on August 17, 2020 is up for renewal. This is the second of three extension periods. Please advise if you wish to renew this contract for another one year period.

Services under contract:

Description	Unit Price
Regular Pay Rate (8AM to 5PM)	$ 45.00 /Hour
Overtime Pay Rate (5:01PM to 7:59AM)	$ 67.50 /Hour
Holiday/Weekend Pay Rate	$ 67.50 /Hour
Service Call Pay Rate after 5:01 PM	$ 67.50 /Hour
Machine Shop Service (8:00 AM thru 5:00 PM)	$ 40.00 /Hour
Machine Shop Service (After 5:00 PM-Weekends, Holidays)	$ 60.00 /Hour
Work Site Service (8:00 AM thru 5:00 PM)	$ 45.00 /Hour
Work Site Service (After 5:00 PM-Weekends, Holidays)	$ 67.50 /Hour

If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Gutierrez Machine & Welding

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: _____

Print Name: Moises Gutierrez Jr.

Date: 1-25-22

City of Laredo
Purchasing Division
Letter of Award

July 27, 2021

Mr. Moises Gutierrez,
Gutierrez Machine and Welding Shop
201 W. Ryan Street
Laredo, Texas 78041

Re: Professional Welding Services
FY20-074
Extension I

Dear Mr. Gutierrez,

This is to inform you that the contract renewal for FY20-074 was approved by City Council on July 27, 2021. The term of this contract shall be for a period of one year. This is the first of three extension periods.

Services under contract:

Description	Unit Price
Regular Pay Rate (8AM to 5PM)	$ 45.00 /Hour
Overtime Pay Rate (5:01PM to 7:59AM)	$ 67.50 /Hour
Holiday/Weekend Pay Rate	$ 67.50 /Hour
Service Call Pay Rate after 5:01 PM	$ 67.50 /Hour
Machine Shop Service (8:00 AM thru 5:00 PM)	$ 40.00 /Hour
Machine Shop Service (After 5:00 PM-Weekends, Holidays)	$ 60.00 /Hour
Work Site Service (8:00 AM thru 5:00 PM)	$ 45.00 /Hour
Work Site Service (After 5:00 PM-Weekends, Holidays)	$ 67.50 /Hour

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 Division

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

Consideration to renew contract FY20-074 with Gutierrez Machine Shop, Laredo, Texas in an amount up to $400,000.00 for professional welding services for the Utilities Department. The services requested include site repairs to various water and wastewater treatment plants, lift stations, and other municipal utility facilities. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution and is contingent upon the availability of appropriated funds. There was no price increase during the last extension period. This contract can be renewed for two (2) additional one (1) year extension periods, upon mutual agreement of the parties. Funding is available in the Waterworks System and Sewer System Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one year contract on 8/17/20.

BACKGROUND

This contract establishes pricing for welding repair and fabrication services shall include installation, alteration, repair, relocation, replacement, and assembly of, addition to, use or maintenance of any metal products. The services requested include site repairs to the various water and wastewater treatment plants, lift stations, and other municipal utility facilities. 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.

<u>Current Contract Pricing:</u>

Description	Gutierrez Machine Shop Laredo, TX Unit Price
Regular Pay Rate (8AM to 5PM)	$ 45.00 /Hour
Overtime Pay Rate (5:01PM to 7:59AM)	$ 67.50 /Hour
Holiday/Weekend Pay Rate	$ 67.50 /Hour
Service Call Pay Rate after 5:01 PM	$ 67.50 /Hour

Machine Shop Service (8:00 AM thru 5:00 PM)	$ 40.00 /Hour
Machine Shop Service (After 5:00 PM-Weekends, Holidays)	$ 60.00 /Hour
Work Site Service (8:00 AM thru 5:00 PM)	$ 45.00 /Hour
Work Site Service (After 5:00 PM-Weekends, Holidays)	$ 67.50 /Hour

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 #:	55942105332030
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

Fiscal Year:	2021
Bugeted Y/N?:	Yes
Source of Funds:	
Account #:	55942205332030
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

Fiscal Year:	2021
Bugeted Y/N?:	Yes
Source of Funds:	
Account #:	55741305332030

Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Fiscal Year:	2021
Bugeted Y/N?:	Yes
Source of Funds:	
Account #:	55741205332030

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 FY20-074
FY20-074 Contract

City of Laredo
Purchasing Division
Letter of Award

July 8, 2021

Mr. Moises Gutierrez,
Gutierrez Machine and Welding Shop
201 W. Ryan Street
Laredo, Texas 78041

Re: Professional Welding Services
FY20-074
Extension I

Dear Mr. Gutierrez,

This is to inform you that the contract FY20-074 which was approved by City Council on August 17, 2020 is up for renewal. This is the first of three extension periods. Please advise if you wish to renew this contract for another one year period.

Services under contract:

Description	Unit Price
Regular Pay Rate (8AM to 5PM)	$ 45.00 /Hour
Overtime Pay Rate (5:01PM to 7:59AM)	$ 67.50 /Hour
Holiday/Weekend Pay Rate	$ 67.50 /Hour
Service Call Pay Rate after 5:01 PM	$ 67.50 /Hour
Machine Shop Service (8:00 AM thru 5:00 PM)	$ 40.00 /Hour
Machine Shop Service (After 5:00 PM-Weekends, Holidays)	$ 60.00 /Hour
Work Site Service (8:00 AM thru 5:00 PM)	$ 45.00 /Hour
Work Site Service (After 5:00 PM-Weekends, Holidays)	$ 67.50 /Hour

If there are any questions regarding this renewal notice, please feel free to call me at (956) 794-1731.

Sincerely,

Miguel A. Pescador
Purchasing Agent

Gutierrez Machine & Welding

Request a contract extension: ✓ Not request a contract extension: _____

Authorized Signature: _____

Print Name: Moises Gutierrez Sr.

Date: 7-8-21

City of Laredo
Purchasing Division
Letter of Award

August 20, 2020

Mr. Moises Gutierrez,
Gutierrez Machine and Welding Shop
201 W. Ryan Street
Laredo, Texas 78041

Re: Professional Welding Services
FY20-074
Approved by City Council on August 17, 2020

Dear Mr. Gutierrez,

This is to inform you that the contract FY20-074 was approved by City Council on August 17, 2020. The term of this contract shall be for a period of one year.

Services under contract:

Description	Unit Price
Regular Pay Rate (8AM to 5PM)	$ 45.00 /Hour
Overtime Pay Rate (5:01PM to 7:59AM)	$ 67.50 /Hour
Holiday/Weekend Pay Rate	$ 67.50 /Hour
Service Call Pay Rate after 5:01 PM	$ 67.50 /Hour
Machine Shop Service (8:00 AM thru 5:00 PM)	$ 40.00 /Hour
Machine Shop Service (After 5:00 PM-Weekends, Holidays)	$ 60.00 /Hour
Work Site Service (8:00 AM thru 5:00 PM)	$ 45.00 /Hour
Work Site Service (After 5:00 PM-Weekends, Holidays)	$ 67.50 /Hour

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 Division

City Council-Regular
Meeting Date: 08/17/2020
Initiated By: Riazul Mia, Assistant City Manager
Staff Source: Michael F. Rodgers, Acting Utilities Department Director; Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award contract FY20-074 to Gutierrez Machine Shop, Laredo, Texas in an amount up to $400,000.00 for professional welding services for the Utilities Department. The services requested include site repairs to various water and wastewater treatment plants, lift stations, and other municipal utility facilities. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. Funding is available in the Waterworks System and Sewer System Budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received two (2) bids through Cit-E-Bid for awarding a professional services welding contract. The welding repair and fabrication services shall include installation, alteration, repair, relocation, replacement, and assembly of, addition to, use or maintenance of any metal products. The services requested include site repairs to the various water and wastewater treatment plants, lift stations, and other municipal utility facilities. Staff is recommending that this contract be awarded to the low bidder and highest Best Value Score: Gutierrez Machine Shop.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract shall be the responsibility of and administered by the 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 bids:

Best Value Criteria:

	Maximum

	Points
Contractor's Profile & Qualifications	25
Welding Repair Experience & Location	25
The bidder's past relationship with the City of Laredo - Prior Contracts	30
Pricing & Discount	20
Total	100

Scoring Summary

Vendor	Top Evaluation Score
Gutierrez Machine Shop	95
Midas Contractors LLC.	46

Pricing Summary:

Description	Gutierrez Machine Shop Laredo, TX Unit Price	Midas Contractors LLC. Laredo, Texas Unit Price
Regular Pay Rate (8AM to 5PM)	$ 45.00 /Hour	$ 70.00/Hour
Overtime Pay Rate (5:01PM to 7:59AM)	$ 67.50 /Hour	$ 80.00/Hour
Holiday/Weekend Pay Rate	$ 67.50 /Hour	$ 80.00/Hour
Service Call Pay Rate after 5:01 PM	$ 67.50 /Hour	$100.00/Hour
Machine Shop Service (8:00 AM thru 5:00 PM)	$ 40.00 /Hour	$ 60.00/Hour
Machine Shop Service (After 5:00 PM-Weekends, Holidays)	$ 60.00 /Hour	$ 70.00/Hour
Work Site Service (8:00 AM thru 5:00 PM)	$ 45.00 /Hour	$ 90.00/Hour
Work Site Service (After 5:00 PM-Weekends, Holidays)	$ 67.50 /Hour	$ 100.00/Hour

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 #: 55942105332030
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Fiscal Year: 2020
Bugeted Y/N?: Yes
Source of Funds:
Account #: 55942205332030
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Fiscal Year: 2020
Bugeted Y/N?: Yes
Source of Funds:
Account #: 55741305332030
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Fiscal Year: 2020
Bugeted Y/N?: Yes
Source of Funds:
Account #: 55741205332030
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 FY20-074
Contract FY20-074
FY20-074 Evaluation

Best Value Criteria Evaluation	Section	Max Points	Gutierrez Machine Shop Points	Weight %	Points x Weight	Midas Contractors Points	Weight %	Points x Weight
Contractor's Profile & Qualifications	I	25	25	1.00	25	10	1.00	10
Welding Repair Experience & Location	II	25	25	1.00	25	15	1.00	15
The bidder's Past Relationship with the City of Laredo Prior Contracts	III	30	25	1.00	25	15	1.00	15
Pricing	IV	20	18	1.00	18	5	1.00	5
Evaluator#1				Total Points Evaluation Score	93.00		Total Points Evaluation Score	45.00

Best Value Criteria Evaluation	Section	Max Points	Gutierrez Machine Shop Points	Weight %	Points x Weight	Midas Contractors Points	Weight %	Points x Weight
Contractor's Profile & Qualifications	I	25	24	1.00	24	10	1.00	10
Welding Repair Experience & Location	II	25	25	1.00	25	10	1.00	10
The bidder's Past Relationship with the City of Laredo Prior Contracts	III	30	30	1.00	30	15	1.00	15
Pricing	IV	20	18	1.00	18	12	1.00	12
Evaluator#2				Total Points Evaluation Score	97.00		Total Points Evaluation Score	47.00

	Gutierrez Machine Shop	Midas Contractors
Evaluator#1	93	45
Evaluator#2	97	47
Average & Final Scores	95	46

Formal Invitation for Bids
Welding Repair & Fabrication Services
Utilities Department

15.0 Scope of Work

The City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions to award a professional welding services contract from a contractor with demonstrated experience in performing professional welding services. The welding repair and fabrication services shall include mechanical parts associated with equipment parts, installation, alteration, repair, relocation, and replacement, assembly of, addition to, use or maintenance of any metal products. The services requested include site repairs to the various water and wastewater treatment plants, lift stations, and other municipal utility facilities. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

Utilities Department point of contacts: Tony Moreno (956) 795-2620 or email tmoreno@ci.laredo.tx.us
Jose Chavarria (956) 721-2022 or email jchavarria@ci.laredo.tx.us

15.1 All questions for this bid shall be uploaded through in Cit-E-Bid or by email before June 30, 2020 to:

Email: ealdape@ci.laredo.tx.us

16.0 General Conditions

16.1 Bidders are required to submit their bids upon the following expressed conditions:

Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

16.2 Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

16.3 Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

17.0 Contractor Duties

The Contractor, subject to the terms and conditions set forth below, shall perform the following specified duties, without limiting or restricting the volume of services and solely for the convenience of the contractor, the service to be performed shall, in general, comprise the following welding work:

Steel, Stainless Steel, Aluminum, and other alloys

17.1 Shop Work

Covers welding work in the contractor's shop, such as repairs to equipment or items brought to the shop that require welding or fabrication at the shop. Any job which is predominately fabrication in the shop (over 50%) shall be considered shop work even if the job requires field installation of the finished item by the contractor.

17.2 The Contractor shall provide services of competent and/ or certified welders upon request by the manager of the treatment plants and/or his designated representative.

17.3 All welding services and welding equipment/apparatus shall be in compliance with the Department of Labor Occupational Safety and Health Standards, Title 29, Chapter XVII, Part 1910, Subpart Q, Sections 1910.251 through 1910.254 inclusive, the National Fire Code, and all other applicable Federal, State, and/or Local codes and regulations.

17.4 Response time to call to work:

17.4.1 The Contractor must have an available phone to receive all emergency and normal calls from the Utilities Department 24 hours per day, 7 days per week.

17.4.2 The Contractor must respond to an emergency call within one (1) hour.

17.4.3 The Contractor must respond to a normal (i.e., non-emergency) call made between the hours of eight (8) am-five (5) pm Monday thru Friday, within two (2) hours.

17.5 For services rendered, the Contractor must turn in to Treatment Plant Manager and/or his designated representative, a copy of the job's invoice describing worked and parts or materials used.

17.6 The Contractor will bear all expenses for any or all unacceptable work previously completed in an unsatisfactory or faulty manner.

17.7 Whenever possible, all work will be performed during normal Treatment Plant work hours, eight (8) am thru five (5) pm. In the event that work is scheduled after normal working hours, or on a weekend, or on holidays, the contractor will invoice as follows:

17.7.1 If the scheduled hours are for the convenience of the City of Laredo: Overtime rates will apply.

17.7.2 If the scheduled hours are for the convenience of the Contractor: Regular time will apply.

17.7.3 A service call will be billed for a minimum of three (3) hours.

17.8 Work Site General Requirements

The contractor shall, before start of any work, prepare the work site, following all applicable safety precautions. The contractor shall repair to the City's satisfaction and at the contractor's expense any unusual damage to finished surfaces, existing structures and equipment at the site, resulting from the contractor's negligence in performing work under this contract.

17.8.1 The contractor shall possess such state and local permits, licenses and certificates required by law to commence, carry on complete the work.

17.8.2 During the progress of the work, the contractor shall maintain the work site in a neat and sanitary condition. Refuse shall be disposed of sufficiently frequent intervals so that no time there be an unsightly accumulation of debris and/or rubbish. Final cleanup shall include removal of all equipment, surplus material, debris, and rubbish from the work site so that the work site is left in a neat and clean condition.

17.9 The contractor represents that it is fully experienced and properly qualified, licensed, equipped, organized and financed to perform the work specified and required.

17.10 All materials, equipment, and workmanship are subject to inspection and acceptance or rejection by the City of Laredo Utilities Department. All materials shall be new and if not, specified in detail, of the most suitable grade or kind considering their intended use. All workmanship shall be in accordance with acceptable welding practices.

18.0 Materials

Materials used in work under this contract, such as steel, steel plate, etc. shall be invoiced to the City of Laredo at the contractor's cost. If requested, the contractor shall provide to the City of Laredo original invoices for the contractor-provided material. Parts included on all repairs must be preapproved by the City. All mechanical parts associated cost must be included on all invoices.

19.0 Equipment

The successful bidder must own and been in operation for a minimum of 5 years. Also, the minimum criteria is to have three fully equipped utility vehicles readily available to perform requested welding repairs with a certified welder and helper. Successful bidder must have a machine shop fully equipped to perform all types of machine work. Bidders must include on their bids a complete list of machinery equipment found on their machine shop. All machine work must be performed at the submitted location. There will be no sub-contractor welding or machine shop allowed in this bid. They need to include the machine shop business address. These documents must be submitted with their bid. An inspection of the utility vehicles and machine shop will take place before awarding the contract.

20.0 Warranty

A minimum of twelve (12) month warranty period from the date that City of Laredo accepts equipment shall be provided for all repairs. If a failure occurs due to a defect in materials and/or workmanship, 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.

21.0 Job Completion

Job completion time for typical repairs under the terms and conditions of this contract are five days from date of job order.

Bidder's business hours: From: 8:00 a.m. to 5:30 p.m.

Days of week: 5 days (Mon - Fri)

22.0 Final Inspection

When the work has been completed and at a time mutually agreeable to the City of Laredo and the Contractor, a designated Utilities Department employee shall make a final inspection of the work as to the acceptability and completeness of the work.

23.0 Job Completion

Job completion time for typical repairs under the terms and conditions of this contract are five days from date of job order.

Bidder's business hours: From: 8:00 a.m. to 5:30 p.m.

Days of week: 5day (Mon - Fri)

24.0 Insurance Requirements

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. Said insurance policies shall comply with all requirements set forth in section 12.0 of these specifications. Contractor(s) shall keep a current certificate of insurance in the City of Laredo Purchasing Division at all times and shall immediately report any changes to the Purchasing Office Administration.

25.0 Price Adjustment****

During the period of this contract, prices may be increased and decreased. The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to mpescador@ci.laredo.tx.us or ealdape@ci.laredo.tx.us

26.0 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.

27.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded based on ***Best Value*** and the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

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.

27.1 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.

28.0 Evaluation Criteria

The City will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFB. The City may appoint a selection committee to perform the evaluation. Each proposal will be analyzed to determine overall responsiveness and qualifications under the RFB. Criteria to be evaluated may include the items listed below.

The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected respondent is subject to the action of the City of Laredo City Council.

28.1 Negotiations may be conducted with responsible Proposer who submits a proposal determined to be reasonably susceptible of being selected for award. All Proposers will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of bids. Revisions to bids may be permitted after submission and before award for the purpose of obtaining best and final offers.

In determining the ***best value*** for the City of Laredo the following factors shall be considered in accordance with the corresponding weights, in evaluating the bids:

The following factors shall be considered in accordance with the corresponding weights, in evaluating the bids:

Sections	Criteria	Max Points
I	Contractor's Profile & Qualifications (30.0)	25
II	Welding Repair Experience & Location (31.0)	25
III	The bidder's past relationship with the City of Laredo – Prior Contracts (32.0)	30
IV	Pricing & Discount (33.0)	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 (30.0)	25	50%	12.50
II	Welding Repair Experience & Location (31.0)	25	60%	12.00
III	The bidder's past relationship with the City of Laredo – Prior Contracts (32.0)	30	80%	24.00
IV	Pricing & Discount (33.0)	20	70%	14.00
			Total Score	**62.50**

29.0 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.**

30.0 Overview of Company

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.

30.1 Provide an overview of your company (years in service, number of employees, etc.).

Gutierrez Machine & Welding Shop was established in 1989. We have been in Business For 31 years. We have a Full Machine Shop and Welding Shop. We currently have 8 Full Time Employees.

30.2 List of specialized equipment which will be used to comply with this contract obligation.

Machine Shop Equipment: 16"X60" Victor Lathe; 18"X60" Supermax Lathe 21"X60" Doall Lathe; 3 - 9'X42" Acra Mill Machines; Bandsaws Scotchman Iron Worker; Scotchman Cold Saw; Miller Syncrowave 350 Tig Welder; 2- Millermatic 252 Mig Welders; 2-Miller Dialarc 250 AC/DC Welding Machines; Thermal Dynamics Plasma Cutters 52; 82; 102; Hypertherm X45 Plasma Cutter; 2008 Ford F350 Pickup w/Bobcat 250 welder; 2008 Ford F450 with Bobcat welder 250; 2015 Ford F350 w/Bobcat 250 Welder.

31.0 Welding Repair Experience & Location of specialized welding repair shop

Location:
Gutierrez Machine & Welding Shop is Located @ 201 West Ryan St.

Years of Experience:
Gutierrez Machine & Welding Shop has over 31 years of Machine Shop & Welding Experience

32.0 The bidder's past relationship with the City of Laredo – Prior Contracts

Prior Contracts:

FY14-070	Welding Repair & Fabrication Services Utilities Department
FY20-025	Pump Repairs
FY18-032	Welding Repair & Fabrication Services – Solid waste

33.0 Price Schedule

33.1 Section I Bid Price Schedule

Estimated Numbers of Hours required during a 12 month period	**25,000**
Regular Hourly Price Rate (2 man crew) 8:00 AM to 5:00 PM	$ 45.00 /Hr.
Hourly Overtime Rate (2 man crew) 5:01 PM to 7:59 AM	$ 67.50 / Hr.
Holiday/Weekend Hourly Rate (2 man crew)	$ 67.50 /Hr.
Service Call Cost after 5:01 PM (2 man crew)	$ 67.50 /Hr.
Machine Shop Service (8:00 AM thru 5:00 PM) Machine Shop Service (After 5:00PM-Weekends, Holidays)	$ 40.00 /Hr. $ 60.00 /Hr.
Work Site Service (8:00 AM thru 5:00 PM) Work Site Service (After 5:00PM-Weekends, Holidays)	$ 45.00 /Hr. $ 67.50 /Hr.

********The City shall provide an allowance of up to $175,000.00 for Materials**********

Expected completion in 3-5 working days per repair or fabrication.

Company Name: Gutierrez Machine & Welding Shop

Owner/President Name: Moises Gutierrez Jr.

Company Address: 201 W. Ryan St.

City, State, Zip Code: Laredo Texas 78041

Company Authorized Representative's Signature: [signature]

Company Representative's Name: Moises Gutierrez Sr.

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

34.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Tab A - Company Information Questionnaire
Tab B - Signed Price Schedule
Tab C - Conflict of Interest Questionnaire
Tab D – Non-Collusive Affidavit
Tab E - Discretionary Contract Disclosure
Tab F - Certificate of Interested Parties
Tab G - Form 1295

35.0 Tab A Bidder Information Questionnaire

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) Gutierrez Machine & Welding Shop

Signature of person authorized to sign bid _____ Date 7-20-20

Print Name of person authorized to sign bid Moises Gutierrez Sr.

Title: Owner

Business Address: 201 W. Ryan St.

City, State, Zip Code: Laredo, Texas 78041

Telephone Number: (956) 726-1688 Fax Number: (956) 791-3897

Contact Person Email Address: moisesgms@aol.com

Federal Tax ID Number: 74-2887996

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: 1998

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

36.0 Tab C- Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040,** a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is *a* Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731

CITY OF LAREDO
PURCHASING DIVISION

☑ HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Moises Gutierrez Jr. | [signature] | 7-20-20
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.**

Moises Gutierrez Jr.

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 as officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☑ No

D. Describe each employment or business relationship with the local government officer named in this section.

[signature]
Signature of person doing business with the governmental entity

7-20-20
Date

37.0 Tab D **AFFIDAVIT**

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is Owner
(a Partner of officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 20th day of July 2020.

Notary Public

My commission expires:

12/7/2023

EDY F. GARCIA
My Notary ID # 6806021
Expires December 7, 2023

38.0 **Tab E**

City of Laredo
Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 of the City's Ethics Code.
***This is a __ New Submission or __ Correction or __ Update to previous submission.**

First: Moises M.I. ___ Last: Gutierrez Suffix: JR.

a) Contract or project name: FY20-074 Welding Repair & Fabrication Services

b) Originating department: Utilities Department

Moises Gutierrez Jr.
Gutierrez Machine & Welding Shop

☑ Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.
☐ Names of partner, parent, or subsidiary business entities:

☑ Not applicable. No subcontractors will be retained for this contract.
☐ Subcontractors may be retained, but have not been selected at the time of this submission.
☐ List of subcontractors:

☑ Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.
☐ List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council any candidate for City Council, or to any political action committee that contributes to City Council elections:

a) any individual seeking contract with the city (Question 3)
b) any owner or officer of entity seeking contract with the city (Question 3)
c) any individual or owner or officer of any entity listed above as a partner, parent, or subsidiary business (Question 4)
d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
e) the spouse of any individual listed in response to (a) through (d) above
f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☑ Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

☐ **List of contributors:**

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest.**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/ commission member that has not or will not be raised by these city officials?

☑ I am not aware of any conflict(s) of interest issues under Section 2.01of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflicts(s) of interest:

***Acknowledgements**

☑ **Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than 5 business days after any changes has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

☐ **No Contact with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**
Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

☑ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

☑ I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your Name: Moises Gutierrez Jr Title: Owner

Company Name or DBA: Gutierrez Machine & Welding Shop Date: 7-20-20

Please fill this form out online, print and completed form and submit with proposal to originating department. All questions must be answered.
If necessary to mail, sent to:
City of Laredo
P.O. Box 579
Laredo, Texas 78042-0579

39.0 Tab F

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.** Gutierrez Machine & Welding Shop 201 W. Ryan St. Laredo, Tx. 78041

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.** FY20-074 Welding Repair & Fabrication Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** ☐

6 **AFFIDAVIT**

EDY F. GARCIA
My Notary ID # 6606021
Expires December 7, 2023

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 Moises Gutierrez, this the 20th day of July, 20 20, to certify which, witness my hand and seal of office.

Signature of officer administering oath — Edy F Garcia, Printed name of officer administering oath — Notary Public, Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

40.0 Vendors Instructions:

Hand-delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on July 20, 2020; and all bids received will be opened and read publicly at 11:00 AM at the Office of the City Secretary on July 21, 2020.**

Hand-delivered bids are to be submitted in a sealed envelope clearly marked:

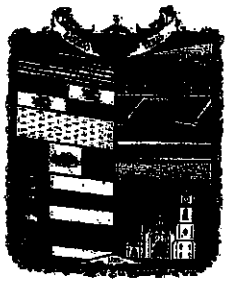
Bid: Welding Repair & Fabrication Services – Utilities Department
FY20-074

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

WELDING REPAIR & FABRICATION SERVICES
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 providing professional welding services 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 July 20, 2020; and all bids received will be opened and read publicly at 11:00 AM at the Office of the City Secretary on July 21, 2020.**

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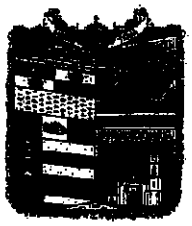
The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

MANUAL BID DROP-OFF PROCEDURES

NOTE: Manual Bids will only be accepted the first 45 minutes of the hour before they are due. For example, if bid is due at 4:00, bids will only be accepted between 3:00 and 3:45 p.m.

1. Please make sure that the bid is in a sealed envelope marked with the following:
   - Name of Bid
   - Name of Company submitting Bid
   - Address of Company submitting Bid
2. Place Bid Envelope on table right inside the door on the Houston Street side of City Hall. The receptionist will call the City Secretary's office to pick up.
3. If you need a copy of the time-stamped envelope, you will need to wait outside until we pick the envelope up, go back up to the 3rd floor to time-stamp the envelope, make a copy of it and bring it back to you.

Thank you for your understanding and help at this time of trying to stay healthy and safe.
City Secretary's Office



City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for awarding an annual contract for providing professional welding services for the Utilities Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us or through https://cityoflaredo.ionwave.net/Login.aspx Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on July 20, 2020** and all bids received will be **opened** and read publicly on **July 21, 2020 at 11:00 AM.**

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

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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 16th DAY OF JUNE 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 based on **Best Value**, and the evaluation factors listed in 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

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.

(f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty-(60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(h) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

13.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this bid for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) ****Upon Award of Bid Only****

13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure:

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached) ****Not applicable for this contract*****

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

Formal Invitation for Bids
Welding Repair & Fabrication Services
Utilities Department

15.0 Scope of Work

The City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions to award a professional welding services contract from a contractor with demonstrated experience in performing professional welding services. The welding repair and fabrication services shall include mechanical parts associated with equipment parts, installation, alteration, repair, relocation, and replacement, assembly of, addition to, use or maintenance of any metal products. The services requested include site repairs to the various water and wastewater treatment plants, lift stations, and other municipal utility facilities. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

Utilities Department point of contacts: Tony Moreno (956) 795-2620 or email tmoreno@ci.laredo.tx.us
Jose Chavarria (956) 721-2022 or email jchavarria@ci.laredo.tx.us

15.1 All questions for this bid shall be uploaded through in Cit-E-Bid or by email before June 30, 2020 to:

Email: ealdape@ci.laredo.tx.us

16.0 General Conditions

16.1 Bidders are required to submit their bids upon the following expressed conditions:

Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

16.2 Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

16.3 Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

17.0 Contractor Duties

The Contractor, subject to the terms and conditions set forth below, shall perform the following specified duties, without limiting or restricting the volume of services and solely for the convenience of the contractor, the service to be performed shall, in general, comprise the following welding work:

Steel, Stainless Steel, Aluminum, and other alloys

17.1 Shop Work

Covers welding work in the contractor's shop, such as repairs to equipment or items brought to the shop that require welding or fabrication at the shop. Any job which is predominately fabrication in the shop (over 50%) shall be considered shop work even if the job requires field installation of the finished item by the contractor.

17.2 The Contractor shall provide services of competent and/ or certified welders upon request by the manager of the treatment plants and/or his designated representative.

17.3 All welding services and welding equipment/apparatus shall be in compliance with the Department of Labor Occupational Safety and Health Standards, Title 29, Chapter XVII, Part 1910, Subpart Q, Sections 1910.251 through 1910.254 inclusive, the National Fire Code, and all other applicable Federal, State, and/or Local codes and regulations.

17.4 Response time to call to work:

17.4.1 The Contractor must have an available phone to receive all emergency and normal calls from the Utilities Department 24 hours per day, 7 days per week.

17.4.2 The Contractor must respond to an emergency call within one (1) hour.

17.4.3 The Contractor must respond to a normal (i.e., non-emergency) call made between the hours of eight (8) am-five (5) pm Monday thru Friday, within two (2) hours.

17.5 For services rendered, the Contractor must turn in to Treatment Plant Manager and/or his designated representative, a copy of the job's invoice describing worked and parts or materials used.

17.6 The Contractor will bear all expenses for any or all unacceptable work previously completed in an unsatisfactory or faulty manner.

17.7 Whenever possible, all work will be performed during normal Treatment Plant work hours, eight (8) am thru five (5) pm. In the event that work is scheduled after normal working hours, or on a weekend, or on holidays, the contractor will invoice as follows:

17.7.1 If the scheduled hours are for the convenience of the City of Laredo: Overtime rates will apply.

17.7.2 If the scheduled hours are for the convenience of the Contractor: Regular time will apply.

17.7.3 A service call will be billed for a minimum of three (3) hours.

17.8 Work Site General Requirements

The contractor shall, before start of any work, prepare the work site, following all applicable safety precautions. The contractor shall repair to the City's satisfaction and at the contractor's expense any unusual damage to finished surfaces, existing structures and equipment at the site, resulting from the contractor's negligence in performing work under this contract.

17.8.1 The contractor shall possess such state and local permits, licenses and certificates required by law to commence, carry on complete the work.

17.8.2 During the progress of the work, the contractor shall maintain the work site in a neat and sanitary condition. Refuse shall be disposed of sufficiently frequent intervals so that no time there be an unsightly accumulation of debris and/or rubbish. Final cleanup shall include removal of all equipment, surplus material, debris, and rubbish from the work site so that the work site is left in a neat and clean condition.

17.9 The contractor represents that it is fully experienced and properly qualified, licensed, equipped, organized and financed to perform the work specified and required.

17.10 All materials, equipment, and workmanship are subject to inspection and acceptance or rejection by the City of Laredo Utilities Department. All materials shall be new and if not, specified in detail, of the most suitable grade or kind considering their intended use. All workmanship shall be in accordance with acceptable welding practices.

18.0 Materials

Materials used in work under this contract, such as steel, steel plate, etc. shall be invoiced to the City of Laredo at the contractor's cost. If requested, the contractor shall provide to the City of Laredo original invoices for the contractor-provided material. Parts included on all repairs must be preapproved by the City. All mechanical parts associated cost must be included on all invoices.

19.0 Equipment

The successful bidder must own and been in operation for a minimum of 5 years. Also, the minimum criteria is to have three fully equipped utility vehicles readily available to perform requested welding repairs with a certified welder and helper. Successful bidder must have a machine shop fully equipped to perform all types of machine work. Bidders must include on their bids a complete list of machinery equipment found on their machine shop. All machine work must be performed at the submitted location. There will be no sub-contractor welding or machine shop allowed in this bid. They need to include the machine shop business address. These documents must be submitted with their bid. An inspection of the utility vehicles and machine shop will take place before awarding the contract.

20.0 Warranty

A minimum of twelve (12) month warranty period from the date that City of Laredo accepts equipment shall be provided for all repairs. If a failure occurs due to a defect in materials and/or workmanship, 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.

21.0 Job Completion

Job completion time for typical repairs under the terms and conditions of this contract are five days from date of job order.

Bidder's business hours: From: _____a.m. to _____p.m.

Days of week: _____

22.0 Final Inspection

When the work has been completed and at a time mutually agreeable to the City of Laredo and the Contractor, a designated Utilities Department employee shall make a final inspection of the work as to the acceptability and completeness of the work.

23.0 Job Completion

Job completion time for typical repairs under the terms and conditions of this contract are five days from date of job order.

Bidder's business hours: From: _____a.m. to _____p.m.

Days of week: _____

24.0 Insurance Requirements

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. Said insurance policies shall comply with all requirements set forth in section 12.0 of these specifications. Contractor(s) shall keep a current certificate of insurance in the City of Laredo Purchasing Division at all times and shall immediately report any changes to the Purchasing Office Administration.

25.0 Price Adjustment****

During the period of this contract, prices may be increased and decreased. The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to mpescador@ci.laredo.tx.us or ealdape@ci.laredo.tx.us

26.0 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.

27.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded based on ***Best Value*** and the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

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.

27.1 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.

28.0 Evaluation Criteria

The City will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFB. The City may appoint a selection committee to perform the evaluation. Each proposal will be analyzed to determine overall responsiveness and qualifications under the RFB. Criteria to be evaluated may include the items listed below.

The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected respondent is subject to the action of the City of Laredo City Council.

28.1 Negotiations may be conducted with responsible Proposer who submits a proposal determined to be reasonably susceptible of being selected for award. All Proposers will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of bids. Revisions to bids may be permitted after submission and before award for the purpose of obtaining best and final offers.

In determining the ***best value*** for the City of Laredo the following factors shall be considered in accordance with the corresponding weights, in evaluating the bids:

The following factors shall be considered in accordance with the corresponding weights, in evaluating the bids:

Sections	Criteria	Max Points
I	Contractor's Profile & Qualifications (30.0)	25
II	Welding Repair Experience & Location (31.0)	25
III	The bidder's past relationship with the City of Laredo – Prior Contracts (32.0)	30
IV	Pricing & Discount (33.0)	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 (30.0)	25	50%	12.50
II	Welding Repair Experience & Location (31.0)	25	60%	12.00
III	The bidder's past relationship with the City of Laredo – Prior Contracts (32.0)	30	80%	24.00
IV	Pricing & Discount (33.0)	20	70%	14.00
			Total Score	**62.50**

29.0 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.**

30.0 Overview of Company

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.

30.1 Provide an overview of your company (years in service, number of employees, etc.).

30.2 List of specialized equipment which will be used to comply with this contract obligation.

31.0 Welding Repair Experience & Location of specialized welding repair shop

Location:

Years of Experience:

32.0 The bidder's past relationship with the City of Laredo – Prior Contracts

Prior Contracts:

33.0 Price Schedule

33.1 Section I Bid Price Schedule

Estimated Numbers of Hours required during a 12 month period	**25,000**
Regular Hourly Price Rate (2 man crew) 8:00 AM to 5:00 PM	$ _____ /Hr.
Hourly Overtime Rate (2 man crew) 5:01 PM to 7:59 AM	$ _____ / Hr.
Holiday/Weekend Hourly Rate (2 man crew)	$ _____ /Hr.
Service Call Cost after 5:01 PM (2 man crew)	$ _____ /Hr.
Machine Shop Service (8:00 AM thru 5:00 PM) Machine Shop Service (After 5:00PM-Weekends, Holidays)	$ _____ /Hr. $ _____ /Hr.
Work Site Service (8:00 AM thru 5:00 PM) Work Site Service (After 5:00PM-Weekends, Holidays)	$ _____ /Hr. $ _____ /Hr.

********The City shall provide an allowance of up to $175,000.00 for Materials**********

Expected completion in _____ working days per repair or fabrication.

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

34.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Tab A - Company Information Questionnaire
Tab B - Signed Price Schedule
Tab C - Conflict of Interest Questionnaire
Tab D – Non-Collusive Affidavit
Tab E - Discretionary Contract Disclosure
Tab F - Certificate of Interested Parties
Tab G - Form 1295

35.0 Tab A Bidder Information Questionnaire

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".

Name of Offeror (Business) _____

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

36.0 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

37.0 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:

_____

38.0 Tab E

City of Laredo
Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 of the City's Ethics Code.
***This is a __ New Submission or __ Correction or __ Update to previous submission.**

1. Name of person submitting this disclosure form.

First: _____ M.I. ____ Last: _____ Suffix: _____

2. Contract Information:

a) Contract or project name: _____

b) Originating department: _____

3. Name of individual(s) or entity(ies) seeking contract with the City (the "parties" to the contract):

4. List any business entities (e.g., limited partners, parent corporations, or subsidiary business entities) of the individuals or entities listed in response to #3:

☐ Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.
☐ Names of partner, parent, or subsidiary business entities:

5. List any individuals or entities that will be subcontractors on this contract:

☐ Not applicable. No subcontractors will be retained for this contract.
☐ Subcontractors may be retained, but have not been selected at the time of this submission.
☐ List of subcontractors:

6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract:

☐ Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.
☐ List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council any candidate for City Council, or to any political action committee that contributes to City Council elections:

a) any individual seeking contract with the city (Question 3)
b) any owner or officer of entity seeking contract with the city (Question 3)
c) any individual or owner or officer of any entity listed above as a partner, parent, or subsidiary business (Question 4)
d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
e) the spouse of any individual listed in response to (a) through (d) above
f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☐ Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

☐ **List of contributors:**

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest.**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/ commission member that has not or will not be raised by these city officials?

☐ I am not aware of any conflict(s) of interest issues under Section 2.01of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflicts(s) of interest:

***Acknowledgements**

☐ **Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than 5 business days after any changes has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

☐ **No Contact with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**
Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

☐ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

☐ I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your Name: _____ **Title:** _____

Company Name or DBA: _____ **Date:** _____

Please fill this form out online, print and completed form and submit with proposal to originating department. All questions must be answered.
If necessary to mail, sent to:
City of Laredo
P.O. Box 579
Laredo, Texas 78042-0579

39.0 **Tab F**

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** ☐

6 **AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

40.0 Vendors Instructions:

Hand-delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on July 20, 2020; and all bids received will be opened and read publicly at 11:00 AM at the Office of the City Secretary on July 21, 2020.**

Hand-delivered bids are to be submitted in a sealed envelope clearly marked:

Bid: Welding Repair & Fabrication Services – Utilities Department
FY20-074

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: 10/17/2022
Initiated By: Riazul Mia, Assistant City Manager
Staff Source: Arturo Garcia, Jr. P.E.

SUBJECT

Authorizing the Interim City Manager to approve amendment No. 12 to CDM Smith, in the amount of $177,478.00 for the professional services for detail design, plans, specifications, bidding and construction phase services associated with blower building modifications to mitigate dust and debris from entering the facility and impacting blower operations. Recent repairs to the blowers identified excessive wind-blown dust inside the blowers and electrical panels. CDM completed a blower building evaluation in amendment No. 11 and produced three (3) different solutions to the building design that would mitigate the excessive dust from entering the building and affecting blower operations. The revised contract amount is $8,544,588.00. Funding is available in the 2019 Sewer Revenue Bond.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

On July 7, 2008, City Council authorized a Professional Services contract in the sum of $3,937,500 to Camp, Dresser & McKee (CDM) Inc., for the Design, Bidding, and Construction Services, of a 6.0 Million Gallon per Day (MGD) expansion to the South Laredo Wastewater Treatment Plant (SLWWTP). On December 7, 2009, City Council authorized Amendment No. 1 for additional design and construction plans and specifications of a Fire Line Service/Access Road (as per Fire Department's request). On July 18, 2011, City Council authorized Amendment No. 2 for additional Engineering Services to provide the design and construction plans and specifications of the new influent pump station and extended capacity headworks structure sized for 18 MGD. On October 17, 2011, City Council authorized Amendment No. 3 for the Texas Water Development Board (TWDB) Environmental Information Document (EID) preparation. On July 2, 2012, City Council authorized Amendment No. 4 for design changes to security wall, complying with TWDB's additional requirements, complying with TCEQ stormwater discharge permit and water dispenser for reclaimed water system. On December 3, 2012, City Council authorized Amendment No. 5 for design improvement from 12.0 to 18.0 MGD Expansion of South Laredo Wastewater Treatment Plant. On March 17, 2014, City Council authorized Amendment No. 6 for extended construction support for the 6.0 MGD Expansion Project, Dedicated Land Disposal (DLD) Closure and ground monitoring discontinuation request to TCEQ for SLWWTP. On September 15, 2014, City Council approved Amendment No. 7 for

Engineering Report and Environmental Impact Document for the 12 MGD to 18 MGD Plant Expansion. On 2016 City Council approved Amendment No. 8 for the professional services for miscellaneous support for the 6 MGD to 12 MGD Expansion Project, 12 MGD to 18 MGD Expansion post 90% design change and scope addition, dedicated land disposal (DLD) closure and Texas Commission on Environmental Quality (TCEQ) permit renewal and major amendment. On October 1,2018, City Council approved Amendment #9 in the amount of $45,100.00 for the replacement of 2 existing belt filter presses and provide project survey, metes and bounds for AEP easement for 12 MGD to 18 MGD expansion project. On February 18, 2020, City Council approved Amendment No. 10 for Professional Services contract in the sum of $310,500.00 to CDM for conceptual design to incorporate the production of Type I reclaimed water in South Laredo Wastewater Treatment Plant (SLWWTP) expansion project and bidding and construction services for the purchase and installation of two new belt filter presses. $125,322.00 of professional services fees is remaining from Amendment No. 10. On April 19, 2022, City Council approved Amendment #11 in the amount of $34,500.00 for professional services for conceptual design evaluation and construction cost estimates for three (3) different blower building modifications to mitigate dust and debris from entering the facility and impacting blower operations. Recent repairs to the blowers identified excessive wind-blown dust inside the blowers and electrical panels. The revised contract amount is $8,367,110.00.

BACKGROUND

Recent repairs to the blowers identified excessive wind-blown dust inside the blowers and electrical panels. This amendment is for detail design, plans, specification, bidding and construction phase services for Blower Building modifications to mitigate dust and debris from entering the facility and impacting blower operations. Original Contract $3,937,500.00 Amendment No. 1 $79,950.00; Amendment No. 2 $547,900.00; Amendment No. 3 $40,000.00; Amendment No. 4 $205,000.00; Amendment No. 5 $2,650,000.00; Amendment No. 6 $291,600.00; Amendment No. 7 $76,400.00; Amendment No. 8 $148,660.00; Amendment No. 9 $45,100.00; Amendment No. 10 $310,500.00; Amendment No. 11 $34,500.

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

Approval of motion.

Fiscal Impact

Fiscal Year:	2023
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. Project I.D. - SW 1811.

Attachments

CDM Amendment No. 12 - SLWWTP

EXHIBIT A: SCOPE OF SERVICES
FOR AMENDMENT 12 TO
SOUTH LAREDO WASTEWATER TREATMENT PLANT (SLWWTP) EXPANSION
BLOWER BUILDING DESIGN MODIFICATIONS AMENDMENT

INTRODUCTION

The City of Laredo, Texas (City) desires to modify the scope of services for the SLWWTP Expansion Project for which CDM Smith is currently under contract. The modified scope of services shall include design, bidding and limited construction phase services associated with the blower building modifications identified in the Amendment 11 scope of work and recommended as part of the evaluation completed in Amendment 11.

The existing SLWWTP Blower Building is enclosed on three sides and open on the west side of the building allowing dust and debris to enter the facility. The Blower Building was constructed in two phases, with the original building constructed in 2015 and an expansion completed in 2020, so there are two separate "rooms" in the building, across which are housed seven ABS/Sulzer single stage, magnetic bearing blowers with space for an additional two blowers in the future. SLWWTP currently operates the two newest blowers, which are in the expanded portion of the building, and the blower directly north of the newest blowers, which along with the other four original blowers is in the original portion of the building (AB-BLR-05, AB-BLR-06, AB-BLR-07). The blowers are built up with dust and debris and it is impacting the blower operation. The dust accumulates through the forced air-cooling system that pulls the dusty air from outside of the building and through the unenclosed west side of the blower building. The forced air-cooling system filters are not easily accessible as they are located 13-feet above grade on the west side of the building making filter replacement difficult. The original filters were a European model which increases the difficulty of procuring replacement filters.

As part of Amendment 11 work it was recommended to enclose the Blower Building, add removable intake plenums with supply fans for blower process air, ducting hot air from blower controls cabinet and motor cabinets directly outside, insulate blower process air piping, and modify the forced air cooling system to pull air out of the blower rooms. The blower rooms are already filtered, so this air will be cleaner. Filters will still be included on the forced air cooling, but much less dust is expected on these filters. Since the air is being pulled inside of the building, the air is anticipated to be 10 degrees above ambient temperature. In summer months without the air handling unit, the temperature in the room could exceed 113 degrees Fahrenheit which is the maximum cooling air temperature for the blowers. Therefore, an air handling unit with a cooling section (either evaporative cooling or refrigerant cooling) will be used to pull air out of the blower room, filter it again, and cool it prior to supplying the blower control and motor cabinets.

The following scope of work clarifies and describes the tasks to be performed and completed by the Engineer under this proposed Amendment 12.

SCOPE OF WORK

This scope includes three principal tasks project management design services, bidding support services and construction services:

1) Task 1 - Project Management

The objective of this task is to provide project management for the ENGINEER's project team, including scheduling, cost control, document control, and progress and financial reporting, to facilitate successful performance as measured by quality, cost, and schedule. The work for this task will include preparing a work plan and project updates, progress monitoring, and reporting, staff oversight and efficiency monitoring, scheduling, office administration, meetings, general correspondence, accounting and invoicing. Regular contact with OWNERs project manager and supporting staff will be maintained to incorporate decisions and input regarding the direction of the project.

Subtask 1.1: Project Meetings

ENGINEER will schedule and facilitate project meetings with the OWNER to provide open communication and opportunities for collaborative analysis and decision making. Meetings included in this task include:

- A combined project kick-off meeting and site visit will be held upon execution of the Agreement.

Subtask 1.2: Coordination and Management

ENGINEER will keep OWNER informed on relevant aspects of the Project; participate in progress conference calls; direct and coordinate the efforts of the ENGINEER Project Team members, including subconsultants; review work progress; monitor scope, schedule, and budget; and prepare monthly progress reports and invoices.

This subtask includes the following activities:

- Manage the Project Team: ENGINEER will provide management and oversight of the ENGINEER's Project Team. This task will also include the provision of administrative support in the ENGINEER's offices. The ENGINEER will review and monitor the project budget and progress on a weekly basis. The ENGINEER will allocate resources to meet project objectives based on this scope of work and will perform necessary project controls activities to accomplish day to day management of the work.
- Bi-Weekly Progress Meetings: The ENGINEER will communicate with OWNER's Project Manager and appropriate OWNER staff as needed. It is anticipated that bi-weekly, 30-minute, conference calls with members of the ENGINEER's Project Team to report on progress and identify potential issues that may impact the scope, schedule, and/or costs.
- Prepare Monthly Invoices: The ENGINEER will prepare and submit monthly invoices electronically to OWNER in accordance with the Agreement. The invoices will include a cover page, a budget summary table broken down by task, and an activity report that lists by task the worked performed for that month's billing.
- Prepare Monthly Progress Reports: The ENGINEER will maintain an Action Item Log and Decision Log and will include updated documents with each monthly progress report.

Subtask 1.3: Quality Management

The purpose of this task is to effectively manage quality from the project through closeout and to implement policies, procedures, and processes to produce project deliverables that meet OWNER and ENGINEER's quality management system requirements.

- ENGINEER will provide quality assurance and control services throughout the duration of the project. The ENGINEER will provide the services of senior-level staff persons with applicable experience to conduct technical reviews of project deliverables prior to submittal to OWNER.
- ENGINEER will prepare a Quality Management Plan and verify that the activities defined in the firm's Quality Management Program, which includes: Quality Technical Reviews for all major deliverables and Project Closeout is completed. Labor time for technical review committee (TRC) members to review engineering calculations and draft deliverables has been included within the subtask budget for each deliverable.

Summary of Task 1 Work Products:

- Email summaries of important decisions/direction provided by OWNER during conference calls
- Monthly Schedule Updates, Progress Reports, and Invoices

Summary of Task 1 Assumptions:

- ENGINEER will prepare and provide meeting agendas. A meeting summary will be prepared which will be distributed to OWNER and identify action items and responsible parties.
- Project management is based on a project duration of 20 months.
- Changes in the scope, schedule or budget will require written authorization from OWNER before the ENGINEER initiates additional or out of scope work; or defers or deletes work. The ENGINEER will not initiate out-of-scope work without first presenting an amendment request and receiving written authorization from OWNER to proceed with the work.
- Unless otherwise noted, deliverables for each submittal phase of the work will consist of electronic copy in Abode .pdf.

2) Task 2 – Final Design Services

The objective of this task is to provide design services to produce biddable construction drawings and specifications for the Project. ENGINEER will prepare plans and specifications for the construction of the Project. Construction documents will incorporate OWNER standard requirements, bid forms, General Conditions, and construction contract, as appropriate. Work under Task 2 will include:

- Prepare for incorporation in the Contract Documents, Drawings and Technical Specifications showing the scope, extent, and character of the work to be performed and furnished by Contractor and Specifications.
- Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental

authorities that have jurisdiction to review or approve the final design of the Project, and assist OWNER in consultations with appropriate authorities.

- Advise OWNER of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER as a result of changes in scope, extent or character or design requirements of the Project.
- Prepare for review and approval by OWNER, its legal counsel and other advisors, contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.
- Schedule and participate in periodic, meetings with the OWNER to discuss the design progress and design submittals. It is anticipated that the ENGINEER will participate in a total of three (3), design coordination and review meetings with members of the ENGINEER's Project Team. These meetings are included as part of the project management task.
- Prepare and submit 90% design complete progress Contract Documents for OWNER review.
- Prepare and submit 100% design complete Contract Documents for bidding use.

ENGINEER's services under the Task 2 will be considered complete at the earlier of (1) the date when the 100% design submittals have been accepted by OWNER or (2) thirty days after the date when such submittals are delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER, if such approval is to be obtained during the Design Phase.

Summary of Task 2 Deliverables:

- 90% Complete Contract Documents (drawings and specifications)
- 100% (Bid-Ready) Contract Documents Submittal (drawings and specifications, and contract forms) signed and stamped by a Professional Engineer licensed in the state of Texas. (*.pdf)

Summary of Task 2 Work Products

- Cost Estimates (Opinion of probable Construction Cost corresponding to 90% design development)
- Summary table of OWNER review comments and resolutions for the 90% submittals.

Summary of Task 2 Assumptions:

- Design drawings and specifications will be in compliance with OWNER's standards. Where there is no current standard, the ENGINEER's standards for drawings and specifications will be used.
- The ENGINEER's level of effort is based on the development of 37 design drawings. A list of anticipated drawings is attached to this scope of work.

- Deliverables will only be reviewed by OWNER's staff or agencies required for permitting. Responding to comments generated by other third-party reviewers is not anticipated.
- The project will be designed to follow OWNER's SCADA system standards and guidelines, if available.
- The ENGINEER will identify the information and additional I/O required to bring desired information from the Blower to the main SCADA Plant network in coordination with the Blower supplier. The City's Integrator will be responsible for the implementation and any programming required.
- A consolidated set of written review comments from OWNER and all reviewers will be provided on all 90% design submittal within fourteen (14) calendar days following delivery.

3) Task 3 – Bidding Support Services

The objective of this task is to assist the OWNER in selecting a Construction Contractor for the Project. After acceptance by OWNER of the ENGINEER's Drawings, Specifications, and other Design Phase documentation (including the most recent opinion of probable Construction Cost), and upon written authorization to proceed, ENGINEER will assist the OWNER in public advertisement of the project for bid, provide technical design support during the bid period, and prepare conformed drawings.

- ENGINEER will assist OWNER in advertising for and obtaining bids or negotiating proposals for the contract for construction, materials, equipment, and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued and attend a pre-bid conference.
- ENGINEER will participate in an in-person Pre-Bid Meeting to summarize the work and discuss bidding requirements with prospective bidders. It is anticipated that the meeting will be two (2) hours in duration and include a site visit and will be attended by up to two (2) members of the ENGINEER's Project Team.
- ENGINEER will issue Addenda as appropriate to clarify, correct, or change the Bidding Documents. It is anticipated that one (1) addenda may be required.
- ENGINEER will consult with OWNER as to the acceptability of subcontractors, suppliers and other persons and entities proposed by Contractor for those portions of the work as to which such acceptability is required by the Bid Documents.
- ENGINEER will attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services.
- Post addenda and prepare conformed (Issued for construction) documents for OWNER and Contractor execution.

Bidding support services will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors.

Summary of Task 3 Work Products:

- Attendance at the pre-bid meeting and a summary of prospective bidder's questions and technical responses (*.pdf).
- Contract addenda for distribution by OWNER (*.pdf)
- Bid tabulation sheet (*.pdf)
- Conformed documents (*.pdf)

Summary of Task 3 Assumptions:

- Distribution of bid documents, maintenance of the plan holder list, and communication with prospective bidders will be performed by OWNER.

4) Task 4 – Engineering Services During Construction

Under this task the ENGINEER will provide engineering services support during construction of the Project as follows:

- Attend pre-construction meeting to provide information and answer questions.
- Attend monthly construction progress meetings with Contractor and City staff. It is expected that up to one (1) total monthly meeting will be attended in person and three (3) will be attended virtually.
- Coordinate with Construction Manager to review progress of work for Substantial Completion (in the form of a Substantial Completion walkthrough inspection); with production of punch list; substantiation that items are completed; and issue both Certificate of Substantial Completion and Final Acceptance executed with concurrence of the Construction Manager, City and Inspector.
- Issue letter to City recommending acceptance & release of final payment after Construction Manager, City and Inspector review and concurrence.
- Review and comment on Contractor's submittals, RFIs, RCOs including coordination with Construction Manager on Change Directives and Change Orders. It is expected that approximately 30 submittals and resubmittals would be required and up to 15 RFIs.
- Provide interpretive guidance for Contractor and Construction Manager in resolution of problems

Engineer will utilize City's construction management system for all construction documentation, in lieu of hard copy work products.

Summary of Task 4 Assumptions:

- ENGINEER will not be performing resident project representation services.
- ENGINEER will not be acting as the Construction Manager on site.

TIME OF PERFORMANCE

Upon receipt of notice to proceed, Engineer shall begin final design services.

Task 2 Final Design Services

- 90% Design Submittal – 110 Calendars from Notice to Proceed
- 100% Design Submittal – 30 Calendars days from receipt of all comments on 90% Submittal

METHOD OF PAYMENT

Engineer proposes completing this Amendment 12 scope on a lump sum basis of $302,800.00 to be invoiced monthly based on percent complete. A task level cost breakdown is provided below:

Task	**Labor Hours**	**Labor Costs**	**Direct Costs**	**Total**
Task 1 – Project Management	156	$37,400.00	$1,500.00	$38,900.00
Task 2 – Final Design Services	1,090	$170,400.00	$1,000.00	$171,400.00
Task 3 – Bidding Support Services	106	$20,200.00	$2,000.00	$22,200.00
Task 4 – Engineering Services during Construction	346	$63,800.00	$6,500.00	$70,300.00
Subtotal	**1,698**	**$291,800.00**	**$11,000.00**	**$302,800.00**
Amendment 10 Scope Deduct				**($125,322.00)**
Total Amendment 12				**$177,478.00**

It is anticipated that the City will re-authorize budget that is currently remaining in the Amendment 10's Reuse Basis of Design Report Task and Project Workshops Task after authorization of Amendment 11. Currently, there is $80,430.00 unbilled fee remaining in the Amendment 10's Water Reuse BODR Task and $44,892.00 in Amendment 10's Project Workshops Task.

X_____

By: Kim Chanslor, P.E., PMP

Title: Project Manager

Date: _____

Consulting Firm: CDM Smith

TBPE Registration No. F-3043

X_____

By: Stacy Barna

Title: Client Service Leader

Date: _____

Consulting Firm: CDM Smith

TBPE Registration No. F-3043

X_____

Recommended Approval:

Arturo Garcia, Jr., P.E.

Title: Utilities Director

Date: _____

City of Laredo

X_____

Approved By:

Rosario C. Cabello

Title: Interim City Manager

Date: _____

City of Laredo

X_____

Attest:

Doanh "Zone" T. Nguyen

Title: City Attorney

Date: _____

City of Laredo

X_____

Attest:

Jose A. Valdez, Jr.

Title: City Secretary

Date: _____

City of Laredo

City Council-Regular

Meeting Date: 10/17/2022

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 supply contract number FY23-001 to the following low bidders:

1. DPC Industries, Corpus Christi, Texas
2. Chemrite Chemicals, Buford, Georgia
3. Brenntag Southwest, Lancaster, Texas
4. Chemtrade Chemicals, Parsippany, New Jersey
5. Polydyne, Inc., Riceboro, Georgia

in an annual amount up to $3,500,000.00 for the purchase of water and wastewater treatment chemicals for the Utilities Department. The term of this contract shall be for a period of two (2) years beginning as of the date of its execution and is contingent upon availability of appropriated funds. This contract has three (3) one (1) year extension periods. All chemicals will be purchased on as needed basis. Funding is available in the Water and Wastewater Treatment Division's Operating Budgets.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received six (6) bids through Cit-E-Bid for the purchase of water and wastewater treatment chemicals for the Utilities Department. Staff is recommending that these contract be awarded to the low bidders listed below for the purchase of chemicals used in the water and wastewater treatment process.

The term of this contract shall be for a period of two (2) years beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by

the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date. This contract shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

Pricing Summary:

Vendor	Commodity	Unit Price
DPC Industries	**Liquid Chlorine (150 lb cylinder)**	**$ 294.50/cylinder plus $ 45.00 Delivery Charge**
Brenntag Southwest	**Liquid Chlorine (2000 lb. cylinder)** **Liquid Aluminum Sulfate w 1%Copper Sulfate** **Liquid Ammonium Sulfate (38%-40%)**	**$ 2,379.00 per cylinder** **$ 0.165 /lb.** **$ 492.00/Ton**
Chemtrade Chemicals	**Liquid Aluminum Sulfate .50** **Liquid Ammonium Sulfate**	**$ 0.1023 /lb.** **$ 0.2015 /lb.**
Polydyne, Inc.	**Anionic Polymer (Clarifloc 210)** **Wastewater Polymer (30 Gallon Drum)** **Wastewater Polymer (Bulk)** **Cationic Polymer (C-308)**	**$ 1.57 /lb.** $ **1.85/lb.** **$ 1.85/lb.** **$ 0.860/lb.**
Chemrite Inc.	**Calcium Hypochlorite (100 lb. drums)**	**$ 235.00/Drum**

A complete bid tabulation and recommendation is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contracts be approved.

Fiscal Impact

Fiscal Year:	2023
Bugeted Y/N?:	Yes
Source of Funds:	
Account #:	557-4120-532-3860
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

Fiscal Year:	2023
Bugeted Y/N?:	Yes
Source of Funds:	
Account #:	559-4210-532-3860
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, these contracts become null and void.

Attachments

Bid Tab FY23-001

Contract FY23-001 Part 1

Contract FY23-001 Part 2

				Chemrite, Inc.		DPC Industries, Inc.		G2O Technologies LLC		Polydyne Inc.		Chemtrade Chemicals US LLC		Brenntag Southwest, Inc.	
				Total Price	$14,100.00	Total Price	$159,030.00	Total Price	$671,865.00	Total Price	$837,688.00	Total Price	$1,188,832.50	Total Price	$2,803,380.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Section I Chemical Bid Price Schedule Note: Unit price shall include freight charges, fuel charges, and HAZ-Mat Fees	1	EA	**$14,100.00**	$14,100.00	$159,030.00	$159,030.00	$671,865.00	$671,865.00	$837,688.00	$837,688.00	$1,188,832.50	$1,188,832.50	$2,803,380.00	$2,803,380.00
1.1	Liquid Sodium Hydroxide (50%) Average order (47,000 lbs.)	9	Bulk (lbs)	No Bid				No Bid		No Bid		No Bid		No Bid	
1.2	Liquid Sodium Hydroxide (50%) Average order (3,500 gallons.)	9	275 Gallon Tote (Gallon)	No Bid				No Bid		No Bid		No Bid		No Bid	
1.3	Liquid Sodium Hydroxide (25%) Average order (47,000 lbs.)	9	Bulk (lbs.)	No Bid				No Bid		No Bid		No Bid		No Bid	
1.5	Calcium Hypochlorite Average order (40 drums)	60	100 lb. Drums	**$235.00**				No Bid		No Bid		No Bid		$312.00	
1.6	Liquid Chlorine Average order (480 cylinders)	540	2000 lb.Cylinder	No Bid				No Bid		No Bid		No Bid		**$2,379.00**	
1.7	Liquid Chlorine Average order (180 cylinders)	540	150 lb Cylinder	No Bid		**$294.50**		No Bid		No Bid		No Bid		No Bid	
1.8	Liquid Aluminum Sulfate (50%) Average order (47,000 lbs.)	75	Bulk (lbs)	No Bid				$8,958.20		No Bid		**$4,808.10**		$7,332.00	
1.9	Cationic Polymer (C-308) Average order (45,000 lbs.)	10	Bulk (lbs.)	No Bid				No Bid		**$38,700.00**		No Bid		No Bid	
1.10	Anionic Polymer (Clarifloc 210) Average order (8 totes)	8	270 Gallon Tote (Gallon)	No Bid				No Bid		**$3,611.00**		No Bid		No Bid	
1.11	Liquid Ammonium Sulfate Average order (50,000 lbs.)	27	Bulk (lbs.)	No Bid				No Bid		No Bid		**$10,075.00**		$12,300.00	
1.12	Liquid Aluminum Sulfate with 1% Copper Sulfate Average order (60,000 lbs.)	60	Bulk (lbs.)	No Bid				No Bid		No Bid		$9,270.00		**$8,250.00**	
1.13	Wastewater Polymer Average order (35,000 lbs.)	6	Bulk (lbs.)	No Bid				No Bid		**$64,750.00**		No Bid		No Bid	
1.14	Wastewater Polymer Average order (30 drums)	40	55 gallon drum	No Bid				No Bid		**$832.50**		No Bid		No Bid	
1.15	Liquid Ammonium Sulfate (38%-40%) Average order (200 tons)	250	Ton	No Bid				No Bid				No Bid		**$492.00**	

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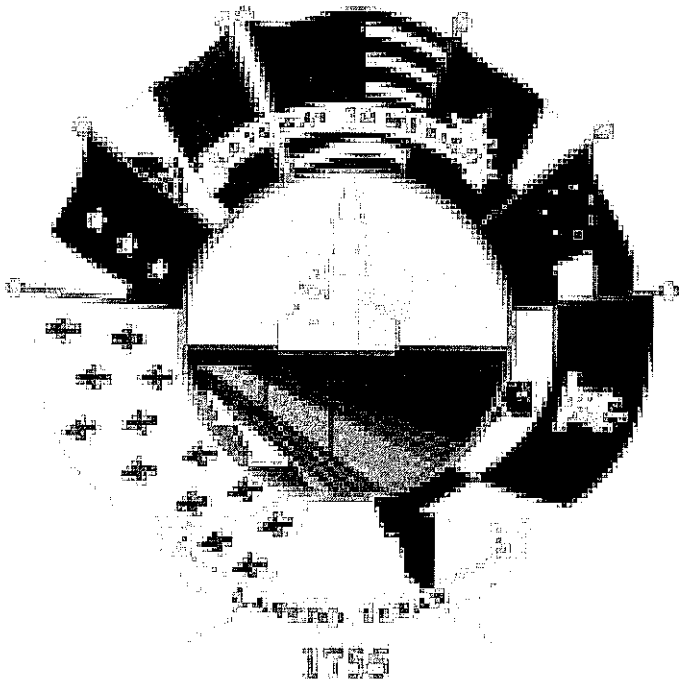


FY23-001 Water & Wastewater Treatment Chemicals Addendum 1

DPC Industries, Inc.

Supplier Response

Event Information

Number: FY23-001 Water & Wastewater Treatment Chemicals Addendum 1
Title: FY23-001 Water & Wastewater Treatment Chemicals
Type: Request For Bid
Issue Date: 9/14/2022
Deadline: 10/5/2022 05:00 PM (CT)
Notes:

Contact Information

Contact: Jose L. Tijerina
Address: Utilities
2519 Jefferson Street
Laredo, TX 78041
Phone: (956) 795-2620
Email: jtijerina@ci.laredo.tx.us

DPC Industries, Inc. Information

Contact: Edward Manzano
Address: 5245 Sun Belt Dr
Corpus Christi, TX 78408
Phone: (361) 289-6947
Email: emanzano@dxgroup.com
Web Address: www.dxgroup.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Martha A Navarro for DPC Industries Inc
Signature

emanzano@dxgroup.com
Email

Submitted at 10/6/2022 10:22:20 AM (CT)

Bid Attributes

1 Award by Item

This contract will be awarded by item to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

☐ *Yes (Yes)*

2 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**

No response

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 response

13	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
14	**This is a** *No response*
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.** *No response*
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** *No response*
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** *No response*
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)

No response

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?

No response

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 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 items** to the **(lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.
Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:
"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."
(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).
(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
(f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.
Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must

remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.
4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

12.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE
OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
CHAPTER 137: COMPLIANCE AND PROFESSIONALISM
SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS
§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT
(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☐ *I Agree to the Terms and Conditions (I Agree to the Terms and Conditions)*

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) Pollution Liability insurance with minimum limits of $1,000,000.00 per occurrence.

(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)*

3
7

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)*

38 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)*

39 Acknowledgement of Questions, Answers, & Revisions to FY23-001

Acknowledgement of Questions, Answers, & Revisions to FY23-001.

☐ *Vendor has acknowledged questions and answers. (Vendor has acknowledged questions and answers.)*

Bid Lines

1 Package Header

Section I –Chemical Bid Price Schedule

Note: Unit price shall include freight charges, fuel charges, and HAZ-Mat Fees

Quantity: 1 UOM: EA Total: $159,030.00

Package Items

1.1
Liquid Sodium Hydroxide (50%)

Average order (47,000 lbs.)

Quantity: 9 UOM: Bulk (lbs) Price: *No response* Total: *No response*

1.2
Liquid Sodium Hydroxide (50%)

Average order (3,500 gallons.)

Quantity: 9 UOM: 275 Gallon Tote (Gallon) Price: *No response* Total: *No response*

1.3
Liquid Sodium Hydroxide (25%)

Average order (47,000 lbs.)

Quantity: 9 UOM: Bulk (lbs.) Price: *No response* Total: *No response*

1.4 ***Line deleted as part of an Addendum***

1.5
Calcium Hypochlorite

Average order (40 drums)

Quantity: 60 UOM: 100 lb. Drums Price: *No response* Total: *No response*

1.6
Liquid Chlorine

Average order (480 cylinders)

Quantity: 540 UOM: 2000 lb.Cylinder Price: *No response* Total: *No response*

1.7
Liquid Chlorine

Average order (180 cylinders)

Quantity: 540 UOM: 150 lb Cylinder Price: $294.50 Total: $159,030.00

1.8
Liquid Aluminum Sulfate (50%)

Average order (47,000 lbs.)

Quantity: 75 UOM: Bulk (lbs) Price: *No response* Total: *No response*

1.9
Cationic Polymer (C-308)

Average order (45,000 lbs.)

Quantity: 10 UOM: Bulk (lbs.) Price: *No response* Total: *No response*

1.10
Anionic Polymer (Clarifloc 210)

Average order (8 totes)

Quantity: 8 UOM: 270 Gallon Tote (Gallon) Price: *No response* Total: *No response*

1.11
Liquid Ammonium Sulfate

Average order (50,000 lbs.)

Quantity: 27 UOM: Bulk (lbs.) Price: *No response* Total: *No response*

1.12
Liquid Aluminum Sulfate with 1% Copper Sulfate

Average order (60,000 lbs.)

Quantity: 60 UOM: Bulk (lbs.) Price: *No response* Total: *No response*

1.13
Wastewater Polymer

Average order (35,000 lbs.)

Quantity: 6 UOM: Bulk (lbs.) Price: *No response* Total: *No response*

1.14
Wastewater Polymer

Average order (30 drums)

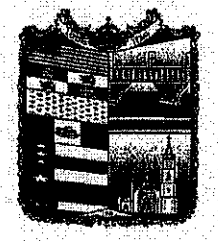
Quantity: 40 UOM: 55 gallon drum Price: *No response* Total: *No response*

1.15
Liquid Ammonium Sulfate (38%-40%)

Average order (200 tons)

Quantity: 250 UOM: Ton Price: *No response* Total: *No response*

Response Total: $159,030.00



CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

WATER & WASTEWATER TREATMENT CHEMICALS
UTILITIES DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a two-year contract for the purchase of chemicals used for water and wastewater treatment 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 October 5, 2022; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on October 6, 2022.**

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

Bid: Water & Wastewater Treatment Chemicals – Utilities Department
FY23-001

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**

24.0 Tab B Price Schedule

24.1 Section I: Chemical Bid Price Schedule – Unit price must include freight charges, fuel charges, and HAZ-MAT fees.

Item	Chemical	Unit of Measure	Est./Qty./Year	Unit Price	Ext. Price
1	Liquid Sodium Hydroxide (50%)	47,000 Lbs.	9	$	$
2	Liquid Sodium Hydroxide (50%)	275 Gal. Tote	9	$	$
3	Liquid Sodium Hydroxide (25%)	47,000 Lbs.	9	$	$
5	Calcium Hypochlorite	100 Lbs. Drum	60	$	$
4	Liquid Ferric Sulfate (Deleted)				
6	Liquid Chlorine	2,000 lbs. Cylinder	540	$	$
7	Liquid Chlorine	150 lbs. Cylinder	540	$ 294.50	$ 159,030.00 * see below
8	Liquid Aluminum Sulfate (50%)	47,000 Lbs.	75	$	$
9	Cationic Polymer (C-308)	45,000 Lbs.	10	$	$
10	Anionic Polymer (Clarifloc 210)	270 Gal. Tote	8	$	$
11	Liquid Ammonium Sulfate	50,000 Lbs.	27	$	$
12	Liquid Aluminum Sulfate with 1% Copper Sulfate	47000 Lbs.	60	$	$
14	Wastewater Polymer	35,000 Lbs.	6	$	$
15	Wastewater Polymer	55 Gallon Drum	40	$	$
16	Liquid Ammonium Sulfate (38%-40%)	Ton	250	$	$

Company Name: dpc Industries, Inc.

Owner/President Name: Rick Karms Rick Karms

Company Address: 5345 Sunbelt

City, State, Zip Code: Corpus Christi, TX 78408

Company Authorized Representative's Signature: Edward Manzano Jr.

Company Representative's Name: Edward Manzano Jr.

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

* $45.00 dollar delivery fee.

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) DPC Industries, Inc.

Signature of person authorized to sign bid Ed Manzano Date 10-04-2022

Print Name of person authorized to sign bid Ed Manzano Jr.

Title: Territory Manager

Business Address: 5245 Sunbelt

City, State, Zip Code: Corpus Christi, TX 78408

Telephone Number: 361-289-6947 Fax Number: _____

Contact Person Email Address: emanzano@dxgroup.com

Federal Tax ID Number: 75-1481408

Bidders Principal/Corporate Place of Business Address: 300 Jackson Hill Street, Houston, TX 77007

Indicated Status of Business:

Corporation XX Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: DPC Industries, Inc. date of Incorporation 2/15/1989

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

CITY OF LAREDO
PURCHASING DIVISION

☒ HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Brett C. Clapsaddle, CFO — Brett C. Clapsaddle — 10-04-2022

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.**

DPC Industries, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

None

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☒ No

D. Describe each employment or business relationship with the local government officer named in this section.

Brett C. Clapsaddle, CFO DPC Industries, Inc. Type text — Brett C. Clapsaddle — 10-04-2022

Signature of person doing business with the governmental entity — Date

26.0 Non-Collusive Affidavit **AFFIDAVIT**

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF HARRIS {}

Brett C. Clapsaddle

Being first duly sworn, deposes and says:

That he/she is Chief Financial Officer, DPC Industries, Inc.
(a Partner of officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Brett C. Clapsaddle

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 4th day of October 2022

BSBates

Notary Public

My commission expires:

February 6, 2023

BEVERLEY S. BATES
Notary Public, State of Texas
Comm. Expires 02-06-2023
Notary ID 12446180-0

27.0 **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
Edward		Manzano	

***2. Contract Information.**

a) Contract or Project name(s): Water-Wastewater Treatment Chemicals

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
DPC Industries, Inc. Brett C. Clapsaddle, CFO	Brett C. Clapsaddle		
Ed Manzano, Jr. Territory Manager	Ed Manzano		

***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.

Brett C. Clapsaddle

Brett C. Clapsaddle, CFO, DPC Industries, Inc.
Name (Print) Signature Title

DPC Industries, Inc. 10-04-2022
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

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:
2022-940537

Date Filed:
10/04/2022

Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
DPC Industries, Inc.
Houston, TX United States

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
City of Laredo, 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.**
Bid # FY23-001
Water & Wastewater Treatment Chemicals - Utilities Department

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Filer, Kurt R.	Houston, TX United States	X	
Hixon, William L.	Houston, TX United States	X	
Clapsaddle, Brett C.	Houston, TX United States	X	
Karm, R. C.	Houston, TX United States	X	
Morian, S. C.	Houston, TX United States	X	
Morian, S. Reed	Houston, TX United States	X	

5 **Check only if there is NO Interested Party.** ☐

6 **UNSWORN DECLARATION**

My name is Brett C. Clapsaddle, and my date of birth is 08/10/1953.

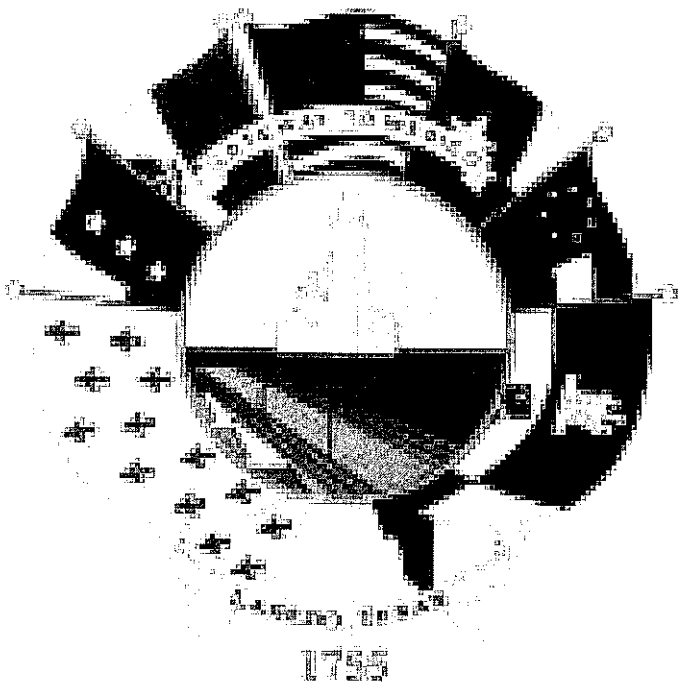
My address is DPC Industries, Inc. (street), Houston (city), TX (state), 77007 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 4th day of October (month), 20 22 (year).

Brett C. Clapsaddle

Signature of authorized agent of contracting business entity
(Declarant)



FY23-001 Water & Wastewater Treatment Chemicals Addendum 1
Brenntag Southwest, Inc.
Supplier Response

Event Information

Number: FY23-001 Water & Wastewater Treatment Chemicals Addendum 1
Title: FY23-001 Water & Wastewater Treatment Chemicals
Type: Request For Bid
Issue Date: 9/14/2022
Deadline: 10/5/2022 05:00 PM (CT)
Notes:

Contact Information

Contact: Jose L. Tijerina
Address: Utilities
2519 Jefferson Street
Laredo, TX 78041
Phone: (956) 795-2620
Email: jtijerina@ci.laredo.tx.us

Brenntag Southwest, Inc. Information

Contact: Gayle Tullier
Address: 704 E Wintergreen Rd
Lancaster, TX 75134
Phone: (972) 218-3500
Email: gayletullier@gmail.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Gayle Tullier
Signature

gtullier@brenntag.com
Email

Submitted at 10/5/2022 03:36:54 PM (CT)

Response Attachments

Laredo, TX 100522.pdf

Bid Document

Bid Attributes

1	**Award by Item** This contract will be awarded by item to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. ☑ Yes (Yes)
2	**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** Brenntag Southwest, Inc. Gayle Tullier (225) 802-1389
4	**State how long under has the business been in its present business name** 56 Years
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?

1. There is no pending litigation that would be relevant to the operations of any contract resulting from this bid.
2. No
3. No
4. No
5. No

8 **Questions Part 2**

1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?

1. No
2. No
3. No

9 **State if the Company is a certified minority business enterprise**

This company is not a certified minority business

10 **Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

11 **Conflict of Interest Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

12 **Conflict of Interest Questionnaire**

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)

W. Thomas Crain, Jr.

16 **Question 2. Contract Information**

Please include the following: a)Contract or Project Name b)Originating Department

Water & Wastewater Treatment Chemicals
Utilities Department

17 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Brenntag Southwest, Inc.

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.**

It applies to my business

19 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

Brenntag North America

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

W. Thomas Crain, Jr.
President
Brenntag Southwest, Inc.
October 5, 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 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 items** to the **(lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).

(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has

filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

12.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE

OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

CHAPTER 137: COMPLIANCE AND PROFESSIONALISM

SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS

§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT (a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☑ I Agree to the Terms and Conditions (I Agree to the Terms and Conditions)

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) Pollution Liability insurance with minimum limits of $1,000,000.00 per occurrence.

(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)

3
7

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)

38 **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)

39 **Acknowledgement of Questions, Answers, & Revisions to FY23-001**

Acknowledgement of Questions, Answers, & Revisions to FY23-001.

☑ Vendor has acknowledged questions and answers. (Vendor has acknowledged questions and answers.)

Bid Lines

1 **Package Header**

Section I –Chemical Bid Price Schedule

Note: Unit price shall include freight charges, fuel charges, and HAZ-Mat Fees

Quantity: 1 UOM: EA Total: $2,803,380.00

Package Items

1.1
Liquid Sodium Hydroxide (50%)

Average order (47,000 lbs.)

Quantity: 9 UOM: Bulk (lbs) ***No Bid***

1.2
Liquid Sodium Hydroxide (50%)

Average order (3,500 gallons.)

Quantity: 9 UOM: 275 Gallon Tote (Gallon) ***No Bid***

1.3
Liquid Sodium Hydroxide (25%)

Average order (47,000 lbs.)

Quantity: 9 UOM: Bulk (lbs.) ***No Bid***

1.4 ***Line deleted as part of an Addendum***

1.5
Calcium Hypochlorite

Average order (40 drums)

Quantity: 60 UOM: 100 lb. Drums Price: $312.00 Total: $18,720.00

Supplier Notes: $3.12/lb

1.6
Liquid Chlorine

Average order (480 cylinders)

Quantity: 540 UOM: 2000 lb.Cylinder Price: $2,379.00 Total: $1,284,660.00

1.7
Liquid Chlorine

Average order (180 cylinders)

Quantity: 540 UOM: 150 lb Cylinder ***No Bid***

1.8
Liquid Aluminum Sulfate (50%)

Average order (47,000 lbs.)

Quantity: 75 UOM: Bulk (lbs) Price: $7,332.00 Total: $549,900.00

Supplier Notes: $0.156/liquid lb based on 47,000 lb bulk shipment

1.9
Cationic Polymer (C-308)

Average order (45,000 lbs.)

Quantity: 10 UOM: Bulk (lbs.) ***No Bid***

1.10
Anionic Polymer (Clarifloc 210)

Average order (8 totes)

Quantity: 8 UOM: 270 Gallon Tote (Gallon) ***No Bid***

1.11
Liquid Ammonium Sulfate

Average order (50,000 lbs.)

Quantity: 27 UOM: Bulk (lbs.) Price: $12,300.00 Total: $332,100.00

Supplier Notes: $0.246/liquid lb based on 50,000 lb bulk shipment

1.12
Liquid Aluminum Sulfate with 1% Copper Sulfate

Average order (60,000 lbs.)

Quantity: 60 UOM: Bulk (lbs.) Price: $8,250.00 Total: $495,000.00

Supplier Notes: $0.165/liquid lb based on 50,000 lb bulk shipment

1.13
Wastewater Polymer

Average order (35,000 lbs.)

Quantity: 6 UOM: Bulk (lbs.) ***No Bid***

1.14
Wastewater Polymer

Average order (30 drums)

Quantity: 40 UOM: 55 gallon drum ***No Bid***

1.15
Liquid Ammonium Sulfate (38%-40%)

Average order (200 tons)

Quantity: 250 UOM: Ton Price: $492.00 Total: $123,000.00

Supplier Notes: $492.00/Ton

Response Total: $2,803,380.00

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

WATER & WASTEWATER TREATMENT CHEMICALS
UTILITIES DEPARTMENT

REVISED 9/26/22

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a two-year contract for the purchase of chemicals used for water and wastewater treatment 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 October 5, 2022; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on October 6, 2022.**

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

Bid: Water & Wastewater Treatment Chemicals – Utilities Department
FY23-001

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**

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a two-year contract for the purchase of chemicals used for water and wastewater treatment 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 October 5, 2022;** and all bids received will be opened and **read publicly at 10:00 AM** at the Office of the City Secretary on **October 6, 2022.**

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Bid: Water & Wastewater Treatment Chemicals – Utilities Department
FY23-001

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 14th DAY OF SEPTEMBER 2022.

For: Jose A. Valdez Jr.
City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to:

CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador
5512 Thomas Ave,
Laredo, TX 78041
mpescador@ci.laredo.tx.us

or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be **awarded by items** to the **(lowest responsive responsible bidder or bidders)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30-day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and
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

If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurrence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Pollution Liability insurance with minimum limits of $1,000,000.00 per occurrence.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.

9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

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.

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.

Formal Invitation for Bids
Water & Wastewater Treatment Chemicals

15.0 Scope of Work

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for the purchase of chemicals used for water and wastewater treatment for the Utilities Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

15.1 The City of Laredo Water & Wastewater Department is requesting bids for the enclosed list of chemicals. All specification questions for this bid shall be directed to the following Utilities Department point of contacts:

Wastewater Treatment - Mr. Tomas Hernandez at (956) 721-2022 or by email thernandez@ci.laredo.tx.us or Mr. Carl Scruggs, at (956) 795-2720 or by email csruggs@ci.laredo.tx.us

Water Treatment - Mr. Jose L. Tijerina at (956) 795-2620 or by email jtijerina@ci.laredo.tx.us or Mr. Ruperto A. Martinez at (956) 795-2620 or by email ramartinez@ci.laredo.tx.us

15.2 All questions for this bid shall be submitted through Cit-E-Bid or by email no later than 2:00 PM on September 22, 2022 to: ealdape@ci.laredo.tx.us

15.3 The quantities listed on the attached sheets are approximate quantities for the period of one year.

15.4 An award to the successful bidders will be made by the City Council

15.5 The City of Laredo reserves the right to reject any or all bids or to accept any bid or combination of bids deemed advantageous to the City of Laredo.

15.6 The City of Laredo reserves the right to cancel contract upon thirty (30) days written notice if bidder fails to conform to the terms and conditions as stated in these specifications.

15.7 Prospective bidders must prove beyond any doubt to the City Purchasing Agent that they are duly qualified and capable to fulfill and abide by the specifications herein listed.

15.8 Bidders are required to submit their proposals upon the following expressed conditions:

15.9 When contractors cannot abide by the terms and conditions in fulfilling their contracts, contractor must supply the materials from other sources at the contract price. If contractor delays in providing the service or supplies, i.e., chemicals, the City of Laredo reserves the right to purchase on the open market and charge the contractor the difference between the contract price and the purchase price.

15.10 All chemicals in bidder's specifications must comply with contract and are to be equal to or better in all respect.

15.11 All chemicals will be purchased on a per-need basis. Purchase orders will be issued to the successful bidder for each order. All invoices must have purchase order number and authorized signature to process for payment.

15.12 All chemicals purchased by the City of Laredo, for Water and Wastewater Department must comply with all government state and federal regulations. Except for chemicals used specifically in wastewater applications, the successful bidder shall submit an affidavit of compliance with all pertinent A.W.W.A. specifications.

15.13 Bid price shall be given per pound or per gallon of product, **FOB freight included**, Laredo, Texas.

Where applicable, bidders shall state the product concentration as well as the active ingredient concentration, if different from that specified. For bid evaluation purposes the City reserves the right to recalculate the price of the chemical to reflect the specified concentrations.

15.14 Method of delivery shall have all necessary safety equipment, appropriate unloading equipment, and sufficient manpower to provide for proper unloading of product and materials without the assistance of City of Laredo personnel. Unloading of chemical units will be the sole responsibility of the company delivery personnel and the delivery company will be liable for any damages to City property.

Locations: Jefferson Water Treatment Plant, El Pico Water Treatment Plant, Zacate Wastewater Treatment Plant, Unitec WWTP, Penitas WWTP, Lar-Colombia WWTP, South Laredo WWTP and the North Laredo WWTP.

15.15 Should a major spill occur due to the negligence of the person in charge of delivering the product, all costs of product lost from shipment (or any amount lost from storage tanks should they be affected) will be encumbered by the product supplier, namely the awarded vendor.

16.0 DEFINITIONS

16.1 Buyer - The City of Laredo, Purchasing Division is herein called the buyer.

16.2 Supplier - The company from which chemicals will be purchased is hereinafter called the supplier.

16.3 ANSI/NSF - American National Standards Institute/National Sanitation Foundation. Standard 60 shall apply to all chemicals to be directly added to public water supplies. Standard 61 shall apply to all chemicals to be indirectly added to public water supplies.

17.0 Chemical Specifications

17.1 Liquid Sodium Hydroxide (NaOH) 50% Concentration
Chemical Composition
Liquid sodium hydroxide (NaOH) shall have a concentration of 50% in weight and comply with the latest edition of ANSI/AWWA B501-19 Standard for Caustic Soda.

Liquid sodium hydroxide 50% concentration offered in this proposal is in complete compliance with current City of Laredo Standards and Specifications.

Net unit price of Liquid sodium hydroxide 50% concentration offered in this bid shall be firm for a period of one year.

17.2 Liquid Ferric Sulfate (deleted).

17.3 Calcium Hypochlorite ($CaCl_2O_2$)
This specification covers Calcium Hypochlorite to be used as a disinfectant in the treatment of wastewater.

General Requirements: Except as otherwise modified or supplemented herein, material furnished shall meet the latest edition of ANSI/AWWA B300-18 Standard. Calcium Hypochlorite should contain 70 percent available chlorine.

Net price of Calcium Hypochlorite must include any Haz Mat fees and any other associated fees required to meet State and Federal codes.

Delivery will be made in truckloads of 100 lb. containers as required by City of Laredo, Water & Wastewater Department. The City will consider buying HTH in 50 lb. containers if available. Write in any other size proposed.

Delivery trucks must carry their own unloading equipment (air compressors, pumps, hoses, adapters, rear hydraulic elevators, etc.) Unloading will be the sole responsibility of the truck driver and any damages to the City property caused by negligence of the driver will be charged to the successful bidder.

Calcium Hypochlorite offered in this proposal is in complete compliance with current Laredo Water & Wastewater Department Standards and Specifications.

Net unit price of Calcium Hypochlorite offered in this bid shall be firm for a period of one year.

17.4 Liquid Chlorine (Cl)

Liquefied Chlorine shall meet the latest edition of ANSI/AWWA B301-18 Standard for liquid chlorine and NSF/ANSI Standard 60: Drinking Water Treatment Chemicals – Health Effects, latest edition. In the event of conflict between AWWA and NSF/ANSI Standards, NSF/ANSI Standards will supersede.

The City of Laredo shall have the right to reject any shipment that fails to meet the specifications contained herein or any shipment that has been damaged in transit.

Successful bidder is responsible to safely unload full cylinders and load empty cylinders.

Successful bidder will be required to furnish Liquefied Chlorine in one-ton containers and keep an inventory of not less than 16 full one-ton containers at all times for delivery to the Laredo Waterworks System at Laredo, Texas within 24 hours in case of emergency.

Successful bidder will deliver one-ton containers in a self-unloading trailer and the City shall have the option of splitting the load among various locations where chlorine is used.
Successful bidder shall periodically inspect one-ton containers and furnish evidence of such inspection. Provide pressure test results certification for all cylinders delivered to Utilities Divisions / Facilities. Cylinders shall be painted on the outside with aluminum paint.

The successful bidder will be required to abide by the rules and regulations of the Wastewater Treatment Plant's Accidental Release and Prevention Program (USEPA 40 CFR 68 – Chemical Accident Prevention Provisions)
Net price of Liquid Chlorine must include any rental of equipment fees, Haz Mat fees, and any other associated fees required to meet State and Federal Codes.

Net unit price of Liquid Chlorine offered in this bid shall be firm for a period of one year.

Note: Bidder must bid on the same commodity in 150 lb. bottles (see price schedule)

17.5 Liquid Aluminum Sulfate ($AL_2O_{12}S_3$) 50%

Liquid Aluminum Sulfate shall have a concentration of 50% by weight and comply with latest edition of ANSI/AWWA B403-16 and contain less than 25 mg/L total organic carbon (TOC) and less than 50 mg/L iron for such concentration. Liquid Aluminum Sulfate shall be made from aluminum trihydroxide only. Aluminum trihydroxide recovered from manufacturing and refinery waste streams is not acceptable. Liquid aluminum sulfate shall be watery clear white to clear in color. The liquid aluminum sulfate shall be free from any odors.

The material shall meet the following chemical and physical properties:

Aqueous solution of aluminum sulfate
10043-01-3 (C.A.S.)

pH (neat)	1.4-2.6
Specific Gravity @ 21° C (70° F)	1.30-1.35
Freezing Point (approx.)	-16°C (4°F)
Density, lbs./gal., US	10.8-11.3
Aluminum as Al, %	4.2-4.5
Aluminum as Al2O3, %	8.0-8.4
Aluminum as Al2(SO4)3·14H2O (Dry Alum). %	46-49

The City of Laredo shall have the right to reject any shipment that fails to meet the specifications, consistency, or appearance contained herein.

The product bid must be quoted on a 50% weight aluminum sulfate base.

At the request of the City, the successful bidder shall submit an affidavit of compliance with ANSI/AWWA B403-16 Standard plus an analysis data sheet of the product as reported by a commercial laboratory other than the manufacturer. All invoices must be adjusted to real concentrations of product delivered.

The successful bidder will be required to furnish 50% Liquid Aluminum Sulfate in bulk by trucks carrying their own delivery equipment such as pumps, compressor and hoses. The truck driver shall perform the unloading operation without assistance (under normal circumstances) and insure that no spills occur during such operation. Should a major spill occur due to negligence of the person in charge of delivering the product, all costs of product lost from the shipment (or any amount lost from storage tanks should then be affected) will be encumbered by the product supplier, namely the successful bidder.

Successful bidder shall be required to keep an inventory of no less than 44,000 lbs. of product at all times for delivery to the city of Laredo within 24 hours in case of an emergency.

Net unit price of Liquid Aluminum Sulfate offered in this bid shall be firm for a period of one year.

17.6 Cationic Polymer

Chemical Composition

The cationic polymer shall contain 20% dimethyl diallyl ammonium chloride as the active ingredient such as the CAT FLOC T manufactured by Calgon Com

The cationic polymer furnished shall be suitable for treatment of water for human consumption. Pertinent documentation shall be presented to prove the non-toxic nature of the product.

Bidders must state the shelf life of the product when exposed to the elements as in the case of an outdoor fiberglass storage tank. The City of Laredo will take shipments of 48,000 pounds at a time. Delivery trucks must carry their own unloading equipment (air compressors, pumps, hoses, adaptors, rear hydraulic elevators, etc.)

Unloading will be the sole responsibility of the truck driver and any damages to the City property caused by negligence of the driver will be charged to the successful bidder.

For evaluation purposes the City reserves the right to bench-test the polymers to determine their performance relative to all others. Performance shall be based on residual turbidity for a conventional jar test, under the raw water characteristics prevailing at the time of testing.

Net unit prices of cationic polymer offered in this bid shall be firm for a period of one year.

17.7 Wastewater Sludge Conditioning Polymers

Organic polymer, synthetic, high molecular weight, water soluble electrolytes, manufactured specifically for use in flocculants in conditioning wastewater sludge for belt filter press applications. Polymer shall be a dispension/emulsion readily and completely soluble in water. The polymer must maintain minimum ninety percent (90%) strength for up to six months after delivery. Physical and chemical characteristics shall not change during this period.

Net unit prices of sludge conditioning polymers offered in this bid shall be firm for a period of one year.

Pre-qualification - The City reserves the right to pre-qualify any and all products offered for this bid. Bidders will be required to perform jar testing using their recommended product and provide the testing results to owner. In addition, bidders must provide desire chemical in five gallon pails for in-house testing. At the City's desire, a pilot test or full-scale test shall be conducted to determine the most advantageous product for the City. Should product testing become necessary, the City will prepare and will issue guidelines and additional requirements.

Shipping:

A. The polymer shall be shipped via tank trucks with a minimum loading of 2000 gallons and a maximum loading of 5000 gallons per shipment.

B. The City Of Laredo reserves the option of shipment in 55 gallons drums or by the truck loads.

Delivery trucks must carry their own unloading equipment (air compressors, pumps, hoses, adapter, rear hydraulic elevators, etc.) unloading will be the sole responsibility of the truck driver and any damages to the City property caused by the negligence of the driver will be charged to the successful bidder. Pricing shall be F.O.B., City of Laredo Southside and North Laredo Wastewater Treatment Plants.

17.8 Anionic Polymer (Clarifloc 210)

Chemical to be used in wastewater for odor control is to be shipped and received in 270 gallon totes.
Must meet the American Water Works Association specifications; latest standard version.
Anionic Polymer (Clarifloc 210) shall contain a liquid physical state (straw colored liquid), with a boiling point of 100 degrees C and a specific gravity (H2=1)—1.02 – 1.04. The truck driver shall perform the unloading and transfer of the chemical into specialized storage tanks without assistance (under normal circumstances) and insure that no spills occur during such operation. Should a major spill occur due to negligence of the person in charge of delivering the product, all costs of product lost from that shipment (or any amount lost from storage tanks) and/or any soil remediation requirements affected will be encumbered by the product supplier, namely the successful bidder.

Net unit prices of anionic polymer offered in this bid shall be firm for a period of one year.

17.9 Liquid Ammonium Sulfate ($H_8N_2O_4S$)

The material shall be commonly known as Liquid Ammonium Sulfate (LAS). The liquid shall be suitable for feeding by means of metering pumps or other metering devices constructed of corrosion resistant materials. ANSI/AWWA B302-16 Standard for Ammonium Sulfate and NSF/ANSI Standard 60: Drinking Water Treatment Chemicals – Health Effects, latest edition. In the event of conflict between AWWA and NSF/ANSI Standards, NSF/ANSI Standards will supersede. The material shall be provided with Affidavit of Compliance or Certified Analysis as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance to NSF/ANSI Standard 60: Drinking Water Treatment Chemicals – Health Effects.

The material shall meet the following chemical and physical properties:

Weight % dry salt.....38-40
% available ammonia.....10%
Specific Gravity.....1.20-1.23
pH.....2.0-5.0
Soluble Iron.....<30 mg/l
Insoluble Matter.....<0.01 wt%
Freeze Point.....<10 deg. F
Appearance.....Clear, colorless to faint yellow

Liquid ammonium sulfate shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated properly with the ammonium sulfate.

The vendor shall conduct training classes in the handling and safety of Liquid Ammonium Sulfate at the plant site, at the request of the Plant Superintendent. The training shall meet all of the requirements of the Hazard Communications Act.

Packaging and shipping of Liquid Ammonium Sulfate shall be in accordance with current federal, state and local regulations. The tanks shall be suitable materials that will not be affected by the properties of the liquid. Tank trucks shall be in suitable condition for hauling liquid ammonium sulfate and shall not contain any substances that might affect the use of usefulness of the product in treating water for human consumption.

Copies of certified lab showing compliance with all listed specifications shall be provided with each order of product. A current copy of the NSF/ANSI Standard 60 certificate shall be included in the bid packet for the product described. Additionally, each bill of lading shall bear the NSF Stamp.

Net unit prices of liquid ammonium sulfate offered in this bid is shall be firm for a period of one year.

17.10 Liquid Aluminum Sulfate 50% with 1% Copper Sulfate

Liquid Aluminum Sulfate with 1% Copper Sulfate shall have a concentration of 50% by weight and comply with the latest edition of ANSI/AWWA B403-16 Standard for Aluminum Sulfate and contain less than 25 mg/L total organic carbon (TOC) and less than 50 mg/L iron for such concentration. Liquid Aluminum Sulfate shall be made from aluminum trihydroxide (ATH) only. Aluminum trihydroxide (ATH) recovered from manufacturing and refinery waste streams is not acceptable. Liquid aluminum sulfate shall be watery clear white to clear in color. The liquid aluminum sulfate shall be free from all odors.

The material shall meet the following chemical and physical properties:

Aluminum sulfate mixture 10043-01-3 / 7758-99-8 (C.A.S.)	
pH (neat)	2.4-2.7
Specific Gravity @ 21° C (70° F)	1.29-1.32
Freezing Point (approx.)	-16°C (3°F)
Density, lbs./gal., US	10.8-11.0
Aluminum as AI, %	4.1-4.3
Aluminum as AL2O3, %	7.7-8.1
Copper (II) Sulfate Pentahydrate, %	0.8-1.2
Soluble Cupric Iron (CU +2), %	0.20-.31

- Needs to be EPA Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) Certification (EPA Website)
- Needs to ships from Texas
- Must respond within 48 hours
- Must be able to have same day and overnight shipping
- Aluminum Sulfate shall be made from Hydrate Alumina. Bauxite Aluminum Sulfate will not be accepted

The City of Laredo shall have the right to reject any shipment that fails to meet the requirements and specifications contained herein.

The product bid must be quoted on a 50% weight aluminum sulfate base.

At the request of the City, the successful bidder shall submit an affidavit of compliance with all pertinent and latest edition AWWA Standards plus an Affidavit of Compliance and analysis data sheet of the product as reported by a commercial laboratory other than the manufacturer. All invoices must be adjusted to real concentrations of product delivered.

The successful bidder will be required to furnish 50% Liquid Aluminum Sulfate in bulk by trucks carrying their own delivery equipment such as pumps, compressor and hoses. The truck driver shall perform the unloading operation without assistance (under normal circumstances) and insure that no spills occur during such operation. Should a major spill occur due to negligence of the person in charge of delivering the product, all costs of product lost from the shipment (or any amount lost from storage tanks should then be affected) will be encumbered by the product supplier, namely the successful bidder.

Successful bidder shall be required to keep an inventory of no less than 44,000 lbs. of product at all times for delivery to the City of Laredo within 24 hours in case of an emergency.

Net unit price of Liquid Aluminum Sulfate offered in this bid shall be firm for a period of one year.

18.0 Insurance Requirements

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. Said insurance policies shall comply with all requirements set forth in section 12.0 of these specifications. Contractor(s) shall keep a current certificate of insurance in the City of Laredo Purchasing Division at all times and shall immediately report any changes to the Purchasing Office Administration.

19.0 Term of Contract

The term of this contract shall be for a period of two (2) years beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date. This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

20.0 Award of Contract

This contract will be **awarded by items** to the **(lowest responsive responsible bidder or bidders)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.
Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:
"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

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:
Company Information Questionnaire
Conflict of Interest Questionnaire
Non-Collusive Affidavit
Discretionary Contract Disclosure
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) Brenntag Southwest, Inc.

Signature of person authorized to sign bid W. Thomas Crain Jr. Date October 5, 2022

Print Name of person authorized to sign bid W. Thomas Crain, Jr.

Title: President

Business Address: 704 E. Wintergreen Road

City, State, Zip Code: Lancaster, Texas 75134

Telephone Number: (972) 218-3500 Fax Number: (972) 218-3501

Contact Person Email Address: gtullier@brenntag.com

Federal Tax ID Number: 75-1898378

Bidders Principal/Corporate Place of Business Address: 704 E Wintergreen Road, Lancaster, Texas 75134

Indicated Status of Business:

Corporation X Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: 56 Years

If applicable, list all other names under which the Business identified above operated in the last five years.

Not Applicable

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? [Yes] / No

** With executed Non-Disclosure Agreement **

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: Chemical Bid Price Schedule – Unit price must include freight charges, fuel charges, and HAZ-MAT fees.

Item	Chemical	Unit of Measure	Est./Qty./Year	Unit Price	Ext. Price
1	Liquid Sodium Hydroxide (50%)	47,000 Lbs.	9	$ NO BID	$ NO BID
2	Liquid Sodium Hydroxide (50%)	275 Gal. Tote	9	$NO BID	$ NO BID
3	Liquid Sodium Hydroxide (25%)	47,000 Lbs.	9	$ NO BID	$ NO BID
5	Calcium Hypochlorite	100 Lbs. Drum	60	$ 312.00/Drum	$ 18,720.00
4	Liquid Ferric Sulfate (Deleted)				
6	Liquid Chlorine	2,000 lbs. Cylinder	540	$ 2,379.00/Ton	$ 1,284,660.00
7	Liquid Chlorine	150 lbs. Cylinder	540	$ NO BID	$ NO BID
8	Liquid Aluminum Sulfate (50%)	47,000 Lbs.	75	$ 0.156/lb	$ 549,900.00
9	Cationic Polymer (C-308)	45,000 Lbs.	10	$NO BID	$ NO BID
10	Anionic Polymer (Clarifloc 210)	270 Gal. Tote	8	$ NO BID	$ NO BID
11	Liquid Ammonium Sulfate	50,000 Lbs.	27	$ 0.246/lb	$ 332,100.00
12	Liquid Aluminum Sulfate with 1% Copper Sulfate	47000 Lbs.	60	$ 0.165/lb	$ 465,300.00
14	Wastewater Polymer	35,000 Lbs.	6	$ NO BID	$ NO BID
15	Wastewater Polymer	55 Gallon Drum	40	$ NO BID	$ NO BID
16	Liquid Ammonium Sulfate (38%-40%)	Ton	250	$ 492.00/Ton	$ 123,000.00

Company Name: Brenntag Southwest, Inc.

Owner/President Name: W. Thomas Crain, Jr.

Company Address: 704 E Wintergreen Rd

City, State, Zip Code: Lancaster, Texas 75134

Company Authorized Representative's Signature: W. Thomas Crain Jr.

Company Representative's Name: W. Thomas Crain, Jr.

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

25.0 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

[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.

W. Thomas Crain, Jr. — Name
W. Thomas Crain Jr. — Signature
October 5, 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

26.0 Non-Collusive Affidavit

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

W. Thomas Crain, Jr.
Being first duly sworn, deposes and says:

That he/she is 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.

W. Thomas Crain Jr.
Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 5th day of October 20 22.

Notary Public

My commission expires:

August 29, 2024

KRISLA CADENHEAD
My Notary ID # 130800221
Expires August 29, 2024

27.0 **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
William	T	Crain, Jr.	

***2. Contract Information.**

a) Contract or Project name(s):

Water & Wastewater Treatment Chemicals

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
Brenntag Southwest, Inc.	W. Thomas Crain Jr.		

***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):

Brenntag North America

***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.

W. Thomas Crain, Jr.	W. Thomas Crain Jr.	President
Name (Print)	Signature	Title
Brenntag Southwest, Inc.		October 5, 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

28.0 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

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. 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*********

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 October 5, 2022; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on October 6, 2022.**

Hand delivered Bids are to be submitted in a sealed envelope clearly marked:

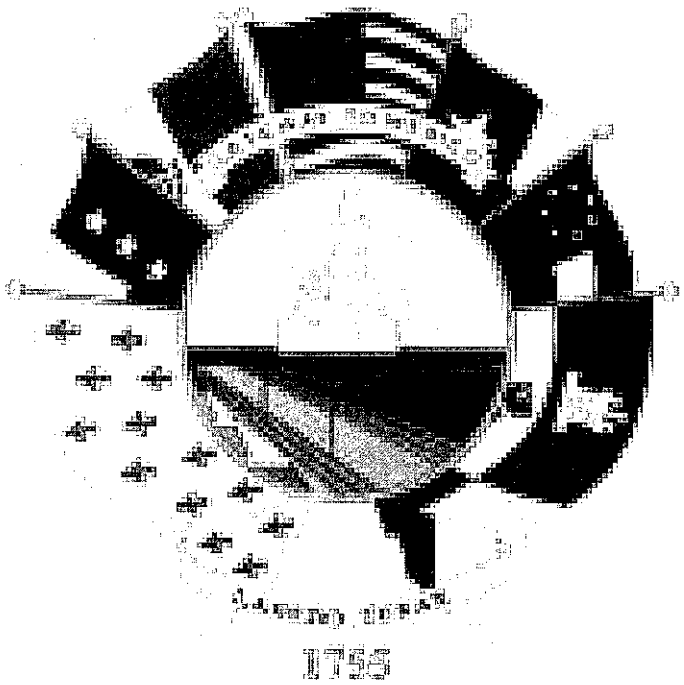
Bid: Water & Wastewater Treatment Chemicals – Utilities Department
FY23-001

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



FY23-001 Water & Wastewater Treatment Chemicals Addendum 1

Chemrite, Inc.

Supplier Response

Event Information

Number: FY23-001 Water & Wastewater Treatment Chemicals Addendum 1
Title: FY23-001 Water & Wastewater Treatment Chemicals
Type: Request For Bid
Issue Date: 9/14/2022
Deadline: 10/5/2022 05:00 PM (CT)
Notes:

Contact Information

Contact: Jose L. Tijerina
Address: Utilities
2519 Jefferson Street
Laredo, TX 78041
Phone: (956) 795-2620
Email: jtijerina@ci.laredo.tx.us

Chemrite, Inc. Information

Contact:	Aaron Opp
Address:	5202 Belle Wood Ct Ste 104 Buford, GA 30518
Phone:	(770) 271-5576
Fax:	(770) 271-4068
Toll Free:	(877) 248-0017
Email:	orders@chemrite.com
Web Address:	www.chemrite.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Aaron Opp
Signature

orders@chemrite.com
Email

Submitted at 10/5/2022 12:51:31 PM (CT)

Response Attachments

Laredo, TX Conflict of Interest Questionnaire-Revised 1-1-2021.pdf

Confict of Interest

Laredo, TX Non-Collusive Affidavit Form.pdf

Non-collusive affidavit form

Laredo, TX FY23-001 Water & Wastewater Treatment Chemicals Revised 92622.pdf

Bid documents

Bid Attributes

1	**Award by Item** This contract will be awarded by item to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. ☑ Yes (Yes)
2	**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** Chemrite, Inc. Aaron Opp 770-271-5576
4	**State how long under has the business been in its present business name** 33 years

5 **If applicable, list all other names under which the Business identified above operated in the last five years**

Chemrite, Inc.

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?

During COVID when product was unavailable did we have problems supplying product.

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?

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)

John A Opp

16 **Question 2. Contract Information**

Please include the following: a)Contract or Project Name b)Originating Department

FY23-001 Water & Wastewater Treatment Chemicals Purchasing Dept

17 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Aaron Opp Chemrite, Inc.

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

Chemrite, Inc 5202 Belle Wood Ct. Ste 104 Buford, GA 30518 770-271-5576 Aaron Opp Vice President 9-29-22

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 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 items** to the **(lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).

(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has

filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

12.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE

OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

CHAPTER 137: COMPLIANCE AND PROFESSIONALISM

SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS

§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT (a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☑ I Agree to the Terms and Conditions (I Agree to the Terms and Conditions)

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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) Pollution Liability insurance with minimum limits of $1,000,000.00 per occurrence.

(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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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)

38 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)

39 Acknowledgement of Questions, Answers, & Revisions to FY23-001

Acknowledgement of Questions, Answers, & Revisions to FY23-001.

☑ Vendor has acknowledged questions and answers. (Vendor has acknowledged questions and answers.)

Bid Lines

1 Package Header

Section I –Chemical Bid Price Schedule

Note: Unit price shall include freight charges, fuel charges, and HAZ-Mat Fees

Quantity: 1 UOM: EA Total: $14,100.00

Supplier Notes: agreed

Package Items

1.1

Liquid Sodium Hydroxide (50%)

Average order (47,000 lbs.)

Quantity: 9 UOM: Bulk (lbs) ***No Bid***

1.2

Liquid Sodium Hydroxide (50%)

Average order (3,500 gallons.)

Quantity: 9 UOM: 275 Gallon Tote (Gallon) ***No Bid***

1.3

Liquid Sodium Hydroxide (25%)

Average order (47,000 lbs.)

Quantity: 9 UOM: Bulk (lbs.) ***No Bid***

1.4 ***Line deleted as part of an Addendum***

1.5
Calcium Hypochlorite

Average order (40 drums)

Quantity: 60 UOM: 100 lb. Drums Price: $235.00 Total: $14,100.00

Supplier Notes: 7-10 days ARO

1.6
Liquid Chlorine

Average order (480 cylinders)

Quantity: 540 UOM: 2000 lb.Cylinder ***No Bid***

1.7
Liquid Chlorine

Average order (180 cylinders)

Quantity: 540 UOM: 150 lb Cylinder ***No Bid***

1.8
Liquid Aluminum Sulfate (50%)

Average order (47,000 lbs.)

Quantity: 75 UOM: Bulk (lbs) ***No Bid***

1.9
Cationic Polymer (C-308)

Average order (45,000 lbs.)

Quantity: 10 UOM: Bulk (lbs.) ***No Bid***

1.10
Anionic Polymer (Clarifloc 210)

Average order (8 totes)

Quantity: 8 UOM: 270 Gallon Tote (Gallon) ***No Bid***

1.11
Liquid Ammonium Sulfate

Average order (50,000 lbs.)

Quantity: 27 UOM: Bulk (lbs.) ***No Bid***

1.12
Liquid Aluminum Sulfate with 1% Copper Sulfate

Average order (60,000 lbs.)

Quantity: 60 UOM: Bulk (lbs.) ***No Bid***

1.13
Wastewater Polymer

Average order (35,000 lbs.)

Quantity: 6 UOM: Bulk (lbs.) ***No Bid***

1.14
Wastewater Polymer

Average order (30 drums)

Quantity: 40 UOM: 55 gallon drum ***No Bid***

1.15
Liquid Ammonium Sulfate (38%-40%)

Average order (200 tons)

Quantity: 250 UOM: Ton ***No Bid***

Response Total: $14,100.00

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

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

9-29-22

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF ~~XXXXXX~~ Georgia
COUNTY OF ~~XXXX~~ Hall

Aaron Opp
Being first duly sworn, deposes and says:

That he/she is Vice President
(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 29 day of Sept 2022.

Kimberly Miller
Notary Public

My commission expires:

11-20-2023

KIMBERLY MILLER
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF RUTHERFORD

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

WATER & WASTEWATER TREATMENT CHEMICALS
UTILITIES DEPARTMENT

REVISED 9/26/22

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a two-year contract for the purchase of chemicals used for water and wastewater treatment 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 October 5, 2022; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on October 6, 2022.**

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

Bid: Water & Wastewater Treatment Chemicals – Utilities Department
FY23-001

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**

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a two-year contract for the purchase of chemicals used for water and wastewater treatment 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 October 5, 2022;** and all bids received will be opened and **read publicly at 10:00 AM** at the Office of the City Secretary **on October 6, 2022.**

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Hand Delivered:
City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 14th DAY OF SEPTEMBER 2022.

For: Jose A. Valdez Jr.
City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to:

CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador
5512 Thomas Ave,
Laredo, TX 78041
mpescador@ci.laredo.tx.us

or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be **awarded by items** to the **(lowest responsive responsible bidder or bidders)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30-day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and
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

If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurrence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Pollution Liability insurance with minimum limits of $1,000,000.00 per occurrence.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.

9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

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.

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.

Formal Invitation for Bids
Water & Wastewater Treatment Chemicals

15.0 Scope of Work

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for the purchase of chemicals used for water and wastewater treatment for the Utilities Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

15.1 The City of Laredo Water & Wastewater Department is requesting bids for the enclosed list of chemicals. All specification questions for this bid shall be directed to the following Utilities Department point of contacts:

Wastewater Treatment - Mr. Tomas Hernandez at (956) 721-2022 or by email thernandez@ci.laredo.tx.us or
Mr. Carl Scruggs, at (956) 795-2720 or by email csruggs@ci.laredo.tx.us

Water Treatment - Mr. Jose L. Tijerina at (956) 795-2620 or by email jtijerina@ci.laredo.tx.us or
Mr. Ruperto A. Martinez at (956) 795-2620 or by email ramartinez@ci.laredo.tx.us

15.2 All questions for this bid shall be submitted through Cit-E-Bid or by email no later than 2:00 PM on September 22, 2022 to: ealdape@ci.laredo.tx.us

15.3 The quantities listed on the attached sheets are approximate quantities for the period of one year.

15.4 An award to the successful bidders will be made by the City Council

15.5 The City of Laredo reserves the right to reject any or all bids or to accept any bid or combination of bids deemed advantageous to the City of Laredo.

15.6 The City of Laredo reserves the right to cancel contract upon thirty (30) days written notice if bidder fails to conform to the terms and conditions as stated in these specifications.

15.7 Prospective bidders must prove beyond any doubt to the City Purchasing Agent that they are duly qualified and capable to fulfill and abide by the specifications herein listed.

15.8 Bidders are required to submit their proposals upon the following expressed conditions:

15.9 When contractors cannot abide by the terms and conditions in fulfilling their contracts, contractor must supply the materials from other sources at the contract price. If contractor delays in providing the service or supplies, i.e., chemicals, the City of Laredo reserves the right to purchase on the open market and charge the contractor the difference between the contract price and the purchase price.

15.10 All chemicals in bidder's specifications must comply with contract and are to be equal to or better in all respect.

15.11 All chemicals will be purchased on a per-need basis. Purchase orders will be issued to the successful bidder for each order. All invoices must have purchase order number and authorized signature to process for payment.

15.12 All chemicals purchased by the City of Laredo, for Water and Wastewater Department must comply with all government state and federal regulations. Except for chemicals used specifically in wastewater applications, the successful bidder shall submit an affidavit of compliance with all pertinent A.W.W.A. specifications.

15.13 Bid price shall be given per pound or per gallon of product, **FOB freight included**, Laredo, Texas.

Where applicable, bidders shall state the product concentration as well as the active ingredient concentration, if different from that specified. For bid evaluation purposes the City reserves the right to recalculate the price of the chemical to reflect the specified concentrations.

15.14 Method of delivery shall have all necessary safety equipment, appropriate unloading equipment, and sufficient manpower to provide for proper unloading of product and materials without the assistance of City of Laredo personnel. Unloading of chemical units will be the sole responsibility of the company delivery personnel and the delivery company will be liable for any damages to City property.

Locations: Jefferson Water Treatment Plant, El Pico Water Treatment Plant, Zacate Wastewater Treatment Plant, Unitec WWTP, Penitas WWTP, Lar-Colombia WWTP, South Laredo WWTP and the North Laredo WWTP.

15.15 Should a major spill occur due to the negligence of the person in charge of delivering the product, all costs of product lost from shipment (or any amount lost from storage tanks should they be affected) will be encumbered by the product supplier, namely the awarded vendor.

16.0 DEFINITIONS

16.1 Buyer - The City of Laredo, Purchasing Division is herein called the buyer.

16.2 Supplier - The company from which chemicals will be purchased is hereinafter called the supplier.

16.3 ANSI/NSF - American National Standards Institute/National Sanitation Foundation. Standard 60 shall apply to all chemicals to be directly added to public water supplies. Standard 61 shall apply to all chemicals to be indirectly added to public water supplies.

17.0 Chemical Specifications

17.1 Liquid Sodium Hydroxide (NaOH) 50% Concentration
Chemical Composition
Liquid sodium hydroxide (NaOH) shall have a concentration of 50% in weight and comply with the latest edition of ANSI/AWWA B501-19 Standard for Caustic Soda.

Liquid sodium hydroxide 50% concentration offered in this proposal is in complete compliance with current City of Laredo Standards and Specifications.

Net unit price of Liquid sodium hydroxide 50% concentration offered in this bid shall be firm for a period of one year.

17.2 Liquid Ferric Sulfate (deleted).

17.3 Calcium Hypochlorite ($CaCl_2O_2$)
This specification covers Calcium Hypochlorite to be used as a disinfectant in the treatment of wastewater.

General Requirements: Except as otherwise modified or supplemented herein, material furnished shall meet the latest edition of ANSI/AWWA B300-18 Standard. Calcium Hypochlorite should contain 70 percent available chlorine.

Net price of Calcium Hypochlorite must include any Haz Mat fees and any other associated fees required to meet State and Federal codes.

Delivery will be made in truckloads of 100 lb. containers as required by City of Laredo, Water & Wastewater Department. The City will consider buying HTH in 50 lb. containers if available. Write in any other size proposed.

Delivery trucks must carry their own unloading equipment (air compressors, pumps, hoses, adapters, rear hydraulic elevators, etc.) Unloading will be the sole responsibility of the truck driver and any damages to the City property caused by negligence of the driver will be charged to the successful bidder.

Calcium Hypochlorite offered in this proposal is in complete compliance with current Laredo Water & Wastewater Department Standards and Specifications.

Net unit price of Calcium Hypochlorite offered in this bid shall be firm for a period of one year.

17.4 Liquid Chlorine (Cl)

Liquefied Chlorine shall meet the latest edition of ANSI/AWWA B301-18 Standard for liquid chlorine and NSF/ANSI Standard 60: Drinking Water Treatment Chemicals – Health Effects, latest edition. In the event of conflict between AWWA and NSF/ANSI Standards, NSF/ANSI Standards will supersede.

The City of Laredo shall have the right to reject any shipment that fails to meet the specifications contained herein or any shipment that has been damaged in transit.

Successful bidder is responsible to safely unload full cylinders and load empty cylinders.

Successful bidder will be required to furnish Liquefied Chlorine in one-ton containers and keep an inventory of not less than 16 full one-ton containers at all times for delivery to the Laredo Waterworks System at Laredo, Texas within 24 hours in case of emergency.

Successful bidder will deliver one-ton containers in a self-unloading trailer and the City shall have the option of splitting the load among various locations where chlorine is used.
Successful bidder shall periodically inspect one-ton containers and furnish evidence of such inspection. Provide pressure test results certification for all cylinders delivered to Utilities Divisions / Facilities. Cylinders shall be painted on the outside with aluminum paint.

The successful bidder will be required to abide by the rules and regulations of the Wastewater Treatment Plant's Accidental Release and Prevention Program (USEPA 40 CFR 68 – Chemical Accident Prevention Provisions)
Net price of Liquid Chlorine must include any rental of equipment fees, Haz Mat fees, and any other associated fees required to meet State and Federal Codes.

Net unit price of Liquid Chlorine offered in this bid shall be firm for a period of one year.

Note: Bidder must bid on the same commodity in 150 lb. bottles (see price schedule)

17.5 Liquid Aluminum Sulfate ($AL_2O_{12}S_3$) 50%

Liquid Aluminum Sulfate shall have a concentration of 50% by weight and comply with latest edition of ANSI/AWWA B403-16 and contain less than 25 mg/L total organic carbon (TOC) and less than 50 mg/L iron for such concentration. Liquid Aluminum Sulfate shall be made from aluminum trihydroxide only. Aluminum trihydroxide recovered from manufacturing and refinery waste streams is not acceptable. Liquid aluminum sulfate shall be watery clear white to clear in color. The liquid aluminum sulfate shall be free from any odors.

The material shall meet the following chemical and physical properties:

Aqueous solution of aluminum sulfate
10043-01-3 (C.A.S.)

pH (neat)	1.4-2.6
Specific Gravity @ 21° C (70° F)	1.30-1.35
Freezing Point (approx.)	-16°C (4°F)
Density, lbs./gal., US	10.8-11.3
Aluminum as Al, %	4.2-4.5
Aluminum as Al2O3, %	8.0-8.4
Aluminum as Al2(SO4)3·14H2O (Dry Alum). %	46-49

The City of Laredo shall have the right to reject any shipment that fails to meet the specifications, consistency, or appearance contained herein.

The product bid must be quoted on a 50% weight aluminum sulfate base.

At the request of the City, the successful bidder shall submit an affidavit of compliance with ANSI/AWWA B403-16 Standard plus an analysis data sheet of the product as reported by a commercial laboratory other than the manufacturer. All invoices must be adjusted to real concentrations of product delivered.

The successful bidder will be required to furnish 50% Liquid Aluminum Sulfate in bulk by trucks carrying their own delivery equipment such as pumps, compressor and hoses. The truck driver shall perform the unloading operation without assistance (under normal circumstances) and insure that no spills occur during such operation. Should a major spill occur due to negligence of the person in charge of delivering the product, all costs of product lost from the shipment (or any amount lost from storage tanks should then be affected) will be encumbered by the product supplier, namely the successful bidder.

Successful bidder shall be required to keep an inventory of no less than 44,000 lbs. of product at all times for delivery to the city of Laredo within 24 hours in case of an emergency.

Net unit price of Liquid Aluminum Sulfate offered in this bid shall be firm for a period of one year.

17.6 Cationic Polymer

Chemical Composition

The cationic polymer shall contain 20% dimethyl diallyl ammonium chloride as the active ingredient such as the CAT FLOC T manufactured by Calgon Com

The cationic polymer furnished shall be suitable for treatment of water for human consumption. Pertinent documentation shall be presented to prove the non-toxic nature of the product.

Bidders must state the shelf life of the product when exposed to the elements as in the case of an outdoor fiberglass storage tank. The City of Laredo will take shipments of 48,000 pounds at a time. Delivery trucks must carry their own unloading equipment (air compressors, pumps, hoses, adaptors, rear hydraulic elevators, etc.)

Unloading will be the sole responsibility of the truck driver and any damages to the City property caused by negligence of the driver will be charged to the successful bidder.

For evaluation purposes the City reserves the right to bench-test the polymers to determine their performance relative to all others. Performance shall be based on residual turbidity for a conventional jar test, under the raw water characteristics prevailing at the time of testing.

Net unit prices of cationic polymer offered in this bid shall be firm for a period of one year.

17.7 Wastewater Sludge Conditioning Polymers

Organic polymer, synthetic, high molecular weight, water soluble electrolytes, manufactured specifically for use in flocculants in conditioning wastewater sludge for belt filter press applications. Polymer shall be a dispension/emulsion readily and completely soluble in water. The polymer must maintain minimum ninety percent (90%) strength for up to six months after delivery. Physical and chemical characteristics shall not change during this period.

Net unit prices of sludge conditioning polymers offered in this bid shall be firm for a period of one year.

Pre-qualification - The City reserves the right to pre-qualify any and all products offered for this bid. Bidders will be required to perform jar testing using their recommended product and provide the testing results to owner. In addition, bidders must provide desire chemical in five gallon pails for in-house testing. At the City's desire, a pilot test or full-scale test shall be conducted to determine the most advantageous product for the City. Should product testing become necessary, the City will prepare and will issue guidelines and additional requirements.

Shipping:

A. The polymer shall be shipped via tank trucks with a minimum loading of 2000 gallons and a maximum loading of 5000 gallons per shipment.

B. The City Of Laredo reserves the option of shipment in 55 gallons drums or by the truck loads.

Delivery trucks must carry their own unloading equipment (air compressors, pumps, hoses, adapter, rear hydraulic elevators, etc.) unloading will be the sole responsibility of the truck driver and any damages to the City property caused by the negligence of the driver will be charged to the successful bidder. Pricing shall be F.O.B., City of Laredo Southside and North Laredo Wastewater Treatment Plants.

17.8 Anionic Polymer (Clarifloc 210)

Chemical to be used in wastewater for odor control is to be shipped and received in 270 gallon totes.
Must meet the American Water Works Association specifications; latest standard version.
Anionic Polymer (Clarifloc 210) shall contain a liquid physical state (straw colored liquid), with a boiling point of 100 degrees C and a specific gravity (H2=1)—1.02 – 1.04. The truck driver shall perform the unloading and transfer of the chemical into specialized storage tanks without assistance (under normal circumstances) and insure that no spills occur during such operation. Should a major spill occur due to negligence of the person in charge of delivering the product, all costs of product lost from that shipment (or any amount lost from storage tanks) and/or any soil remediation requirements affected will be encumbered by the product supplier, namely the successful bidder.

Net unit prices of anionic polymer offered in this bid shall be firm for a period of one year.

17.9 Liquid Ammonium Sulfate ($H_8N_2O_4S$)

The material shall be commonly known as Liquid Ammonium Sulfate (LAS). The liquid shall be suitable for feeding by means of metering pumps or other metering devices constructed of corrosion resistant materials. ANSI/AWWA B302-16 Standard for Ammonium Sulfate and NSF/ANSI Standard 60: Drinking Water Treatment Chemicals – Health Effects, latest edition. In the event of conflict between AWWA and NSF/ANSI Standards, NSF/ANSI Standards will supersede. The material shall be provided with Affidavit of Compliance or Certified Analysis as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance to NSF/ANSI Standard 60: Drinking Water Treatment Chemicals – Health Effects.

The material shall meet the following chemical and physical properties:

Weight % dry salt.....38-40
% available ammonia.....10%
Specific Gravity.....1.20-1.23
pH.....2.0-5.0
Soluble Iron.....<30 mg/l
Insoluble Matter.....<0.01 wt%
Freeze Point.....<10 deg. F
Appearance.....Clear, colorless to faint yellow

Liquid ammonium sulfate shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated properly with the ammonium sulfate.

The vendor shall conduct training classes in the handling and safety of Liquid Ammonium Sulfate at the plant site, at the request of the Plant Superintendent. The training shall meet all of the requirements of the Hazard Communications Act.

Packaging and shipping of Liquid Ammonium Sulfate shall be in accordance with current federal, state and local regulations. The tanks shall be suitable materials that will not be affected by the properties of the liquid. Tank trucks shall be in suitable condition for hauling liquid ammonium sulfate and shall not contain any substances that might affect the use of usefulness of the product in treating water for human consumption.

Copies of certified lab showing compliance with all listed specifications shall be provided with each order of product. A current copy of the NSF/ANSI Standard 60 certificate shall be included in the bid packet for the product described. Additionally, each bill of lading shall bear the NSF Stamp.

Net unit prices of liquid ammonium sulfate offered in this bid is shall be firm for a period of one year.

17.10 Liquid Aluminum Sulfate 50% with 1% Copper Sulfate

Liquid Aluminum Sulfate with 1% Copper Sulfate shall have a concentration of 50% by weight and comply with the latest edition of ANSI/AWWA B403-16 Standard for Aluminum Sulfate and contain less than 25 mg/L total organic carbon (TOC) and less than 50 mg/L iron for such concentration. Liquid Aluminum Sulfate shall be made from aluminum trihydroxide (ATH) only. Aluminum trihydroxide (ATH) recovered from manufacturing and refinery waste streams is not acceptable. Liquid aluminum sulfate shall be watery clear white to clear in color. The liquid aluminum sulfate shall be free from all odors.

The material shall meet the following chemical and physical properties:

Aluminum sulfate mixture	
10043-01-3 / 7758-99-8 (C.A.S.)	
pH (neat)	2.4-2.7
Specific Gravity @ 21° C (70° F)	1.29-1.32
Freezing Point (approx.)	-16°C (3°F)
Density, lbs./gal., US	10.8-11.0
Aluminum as Al, %	4.1-4.3
Aluminum as AL2O3, %	7.7-8.1
Copper (II) Sulfate Pentahydrate, %	0.8-1.2
Soluble Cupric Iron (CU +2), %	0.20-.31

- Needs to be EPA Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) Certification (EPA Website)
- Needs to ships from Texas
- Must respond within 48 hours
- Must be able to have same day and overnight shipping
- Aluminum Sulfate shall be made from Hydrate Alumina. Bauxite Aluminum Sulfate will not be accepted

The City of Laredo shall have the right to reject any shipment that fails to meet the requirements and specifications contained herein.

The product bid must be quoted on a 50% weight aluminum sulfate base.

At the request of the City, the successful bidder shall submit an affidavit of compliance with all pertinent and latest edition AWWA Standards plus an Affidavit of Compliance and analysis data sheet of the product as reported by a commercial laboratory other than the manufacturer. All invoices must be adjusted to real concentrations of product delivered.

The successful bidder will be required to furnish 50% Liquid Aluminum Sulfate in bulk by trucks carrying their own delivery equipment such as pumps, compressor and hoses. The truck driver shall perform the unloading operation without assistance (under normal circumstances) and insure that no spills occur during such operation. Should a major spill occur due to negligence of the person in charge of delivering the product, all costs of product lost from the shipment (or any amount lost from storage tanks should then be affected) will be encumbered by the product supplier, namely the successful bidder.

Successful bidder shall be required to keep an inventory of no less than 44,000 lbs. of product at all times for delivery to the City of Laredo within 24 hours in case of an emergency.

Net unit price of Liquid Aluminum Sulfate offered in this bid shall be firm for a period of one year.

18.0 Insurance Requirements

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. Said insurance policies shall comply with all requirements set forth in section 12.0 of these specifications. Contractor(s) shall keep a current certificate of insurance in the City of Laredo Purchasing Division at all times and shall immediately report any changes to the Purchasing Office Administration.

19.0 Term of Contract

The term of this contract shall be for a period of two (2) years beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date. This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

20.0 Award of Contract

This contract will be **awarded by items** to the **(lowest responsive responsible bidder or bidders)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.
Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:
"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

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:
Company Information Questionnaire
Conflict of Interest Questionnaire
Non-Collusive Affidavit
Discretionary Contract Disclosure
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) Chemrite, Incorporated

Signature of person authorized to sign bid _____ Date 9-29-22

Print Name of person authorized to sign bid Aaron Opp

Title: Vice President

Business Address: 5202 Belle Wood Ct., Ste 104

City, State, Zip Code: Buford, GA 30518

Telephone Number: 770-271-5576 Fax Number: 770-271-4068

Contact Person Email Address: orders@chemrite.com

Federal Tax ID Number: 58-1825727

Bidders Principal/Corporate Place of Business Address: 5202 Belle Wood Ct., Ste 104 Buford, GA 30518

Indicated Status of Business:

Corporation X Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: Georgia

State how long under its present business name: 33 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: Chemical Bid Price Schedule – Unit price must include freight charges, fuel charges, and HAZ-MAT fees.

Item	Chemical	Unit of Measure	Est./Qty./Year	Unit Price	Ext. Price
1	Liquid Sodium Hydroxide (50%)	47,000 Lbs.	9	$ no bid	$
2	Liquid Sodium Hydroxide (50%)	275 Gal. Tote	9	$ no bid	$
3	Liquid Sodium Hydroxide (25%)	47,000 Lbs.	9	$ no bid	$
5	Calcium Hypochlorite	100 Lbs. Drum	60	$235.00	$14,100.00
4	Liquid Ferric Sulfate (Deleted)			no bid	
6	Liquid Chlorine	2,000 lbs. Cylinder	540	$ no bid	$
7	Liquid Chlorine	150 lbs. Cylinder	540	$ no bid	$
8	Liquid Aluminum Sulfate (50%)	47,000 Lbs.	75	$ no bid	$
9	Cationic Polymer (C-308)	45,000 Lbs.	10	$ no bid	$
10	Anionic Polymer (Clarifloc 210)	270 Gal. Tote	8	$ no bid	$
11	Liquid Ammonium Sulfate	50,000 Lbs.	27	$ no bid	$
12	Liquid Aluminum Sulfate with 1% Copper Sulfate	47000 Lbs.	60	$ no bid	$
14	Wastewater Polymer	35,000 Lbs.	6	$ no bid	$
15	Wastewater Polymer	55 Gallon Drum	40	$ no bid	$
16	Liquid Ammonium Sulfate (38%-40%)	Ton	250	$ no bid	$

Company Name: Chemrite, Inc.

Owner/President Name: Aaron Opp Vice President

Company Address: 5202 Belle Wood Ct., Ste 104

City, State, Zip Code: Buford, GA 30518

Company Authorized Representative's Signature:

Company Representative's Name: Aaron Opp

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

25.0 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.

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.

_____ 9-29-22
Signature of person doing business with the governmental entity Date

26.0 Non-Collusive Affidavit **AFFIDAVIT**

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF ~~TEXAS~~ Georgia
COUNTY OF ~~WEBB~~ Hall

Aaron Opp
Being first duly sworn, deposes and says:

That he/she is Vice 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 29 day of Sept 2022.

Kimberly Miller
Notary Public

My commission expires:

11-20-2023

KIMBERLY MILLER
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF RUTHERFORD

27.0 **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 X New Submission or ___Correction or ___Update to previous submission.**

***1. Name of person submitting this disclosure form.**

First	M.I.	Last	Suffix
John	A	Opp	

***2. Contract Information.**

a) Contract or Project name(s): FY23-001 Water & Wastewater Treatment Chemicals

b) Originating Department(s): Purchasing

***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
Aaron Opp			

***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)**

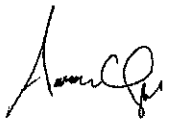
Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

☒ 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) Aaron Opp

Signature 

Title Vice President

Chemrite, Inc.
Company or DBA

9-29-22
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 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. 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*******

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 October 5, 2022; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on October 6, 2022.**

Hand delivered Bids are to be submitted in a sealed envelope clearly marked:

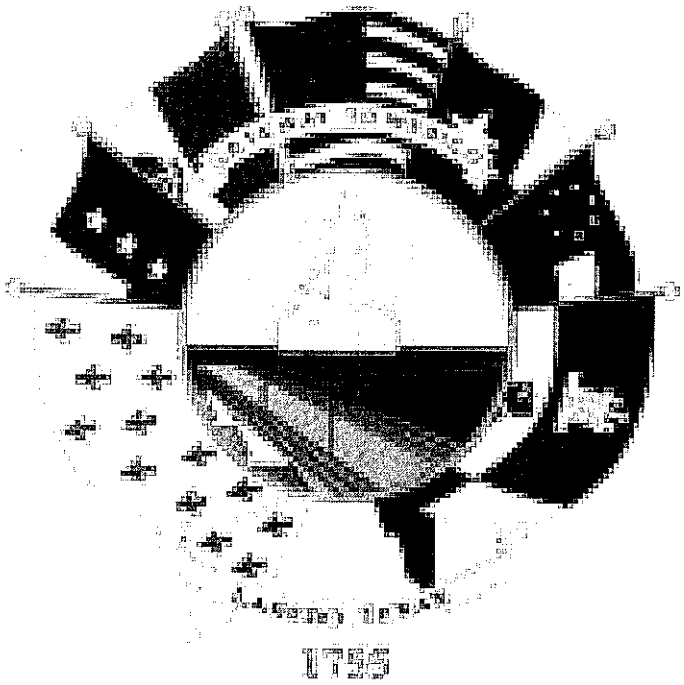
Bid: Water & Wastewater Treatment Chemicals – Utilities Department
FY23-001

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



FY23-001 Water & Wastewater Treatment Chemicals Addendum 1
Polydyne Inc.
Supplier Response

Event Information

Number: FY23-001 Water & Wastewater Treatment Chemicals Addendum 1
Title: FY23-001 Water & Wastewater Treatment Chemicals
Type: Request For Bid
Issue Date: 9/14/2022
Deadline: 10/5/2022 05:00 PM (CT)
Notes:

Contact Information

Contact: Jose L. Tijerina
Address: Utilities
2519 Jefferson Street
Laredo, TX 78041
Phone: (956) 795-2620
Email: jtijerina@ci.laredo.tx.us

Polydyne Inc. Information

Address: One Chemical Plant Rd
Riceboro, GA 31323
Phone: (912) 880-2035

By submitting your response, you certify that you are authorized to represent and bind your company.

Boyd Stanley, Sr. Vice-President
Signature

bids@polydyneinc.com
Email

Submitted at 10/4/2022 01:47:52 PM (CT)

Response Attachments

Polydyne Inc. submittal for Bid FY23-001 Water & Wastewater Treatment Chemicals.pdf

Polydyne Inc. submittal for Bid FY23-001 for Water & Wastewater Treatment Chemicals for the City of Laredo. Submittal includes the Conflict of Interest Questionnaire provided with bid, Non-Collusive Affidavit and Form 1295.

Conflict of Interest Questionnaire for Polydyne Inc.pdf

Conflict of Interest Questionnaire for Polydyne Inc. for the Secretary of the City of Laredo.

Bid Attributes

1	**Award by Item** This contract will be awarded by item to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. ☑ Yes (Yes)
2	**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** Polydyne Inc. / Boyd Stanley, Sr. Vice-President (800) 848-7659 Option 2
4	**State how long under has the business been in its present business name** In excess of 27 years.
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?

No litigation is pending against Polydyne Inc. Polydyne Inc. has not been deemed "not responsive for any contract award. Polydyne Inc. has not been debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from bidding, proposing or contracting. No circumstances exist that would disqualify Polydyne Inc. for award of a public contract. No government or other public entity has requested/required enforcement of any of its rights under a surety agreement.

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?

Polydyne Inc. is not in arrears, in debt or a defaulter. No liquidated damages or penalty provisions have been assessed against Polydyne Inc.

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?

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**

Update to previous submission

15 **Question 1. Name of person submitting this disclosure form**

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

William B. Stanley, Sr. Vice-President of Polydyne Inc.

16 **Question 2. Contract Information**

Please include the following: a)Contract or Project Name b)Originating Department

FY 23-001 Water & Wastewater Treatment Chemicals / Utilities Department

17 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Polydyne Inc. is submitting a bid for FY 23-001 for Water & Wastewater Treatment Chemicals that was issued by the City of Laredo.

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.**

It applies to my business

19 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

Polydyne Inc. is a wholly-owned subsidiary of SNF Holding Company.

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

Polydyne Inc. / One Chemical Plant Rd., Riceboro, GA 31323 / Boyd Stanley, Sr. Vice-President / 09/26/22

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 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 items** to the **(lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).

(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has

filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

12.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE

OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

CHAPTER 137: COMPLIANCE AND PROFESSIONALISM

SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS

§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT (a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☑ I Agree to the Terms and Conditions (I Agree to the Terms and Conditions)

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) Pollution Liability insurance with minimum limits of $1,000,000.00 per occurrence.

(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)

3
7

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)

38 **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)

39 **Acknowledgement of Questions, Answers, & Revisions to FY23-001**

Acknowledgement of Questions, Answers, & Revisions to FY23-001.

☑ Vendor has acknowledged questions and answers. (Vendor has acknowledged questions and answers.)

Bid Lines

1 **Package Header**

Section I –Chemical Bid Price Schedule

Note: Unit price shall include freight charges, fuel charges, and HAZ-Mat Fees

Quantity: 1 UOM: EA Total: $837,688.00

Package Items

1.1

Liquid Sodium Hydroxide (50%)

Average order (47,000 lbs.)

Quantity: 9 UOM: Bulk (lbs) ***No Bid***

1.2

Liquid Sodium Hydroxide (50%)

Average order (3,500 gallons.)

Quantity: 9 UOM: 275 Gallon Tote (Gallon) ***No Bid***

1.3

Liquid Sodium Hydroxide (25%)

Average order (47,000 lbs.)

Quantity: 9 UOM: Bulk (lbs.) ***No Bid***

1.4 ***Line deleted as part of an Addendum***

1.5

Calcium Hypochlorite

Average order (40 drums)

Quantity: 60 UOM: 100 lb. Drums ***No Bid***

1.6
Liquid Chlorine

Average order (480 cylinders)

Quantity: 540 UOM: 2000 lb.Cylinder **No Bid**

1.7
Liquid Chlorine

Average order (180 cylinders)

Quantity: 540 UOM: 150 lb Cylinder **No Bid**

1.8
Liquid Aluminum Sulfate (50%)

Average order (47,000 lbs.)

Quantity: 75 UOM: Bulk (lbs) **No Bid**

1.9
Cationic Polymer (C-308)

Average order (45,000 lbs.)

Quantity: 10 UOM: Bulk (lbs.) Price: $38,700.00 Total: $387,000.00

Supplier Notes: Polydyne Inc.'s bid product is Clarifloc C-308P. The price for this product is $0.860 per Pound.

1.10
Anionic Polymer (Clarifloc 210)

Average order (8 totes)

Quantity: 8 UOM: 270 Gallon Tote (Gallon) Price: $3,611.00 Total: $28,888.00

Supplier Notes: Polydyne Inc.'s bid product is Clarifloc A-210P. Totes of this product contain 2,300 pounds. The price for this product is $1.570 per Pound.

1.11
Liquid Ammonium Sulfate

Average order (50,000 lbs.)

Quantity: 27 UOM: Bulk (lbs.) **No Bid**

1.12
Liquid Aluminum Sulfate with 1% Copper Sulfate

Average order (60,000 lbs.)

Quantity: 60 UOM: Bulk (lbs.) **No Bid**

1.13
Wastewater Polymer

Average order (35,000 lbs.)

Quantity: 6 UOM: Bulk (lbs.) Price: $64,750.00 Total: $388,500.00

Supplier Notes: Polydyne Inc. is bidding Clarifloc CE-1073. The price for this product is $1.850 per Pound.

1.14
Wastewater Polymer

Average order (30 drums)

Quantity: 40 UOM: 55 gallon drum Price: $832.50 Total: $33,300.00

Supplier Notes: Polydyne Inc. is bidding Clarifloc C-6266. Drums of Clarifloc C-6266 contain 450 pounds of product. The price for this product is $1.850 per Pound.

1.15
Liquid Ammonium Sulfate (38%-40%)

Average order (200 tons)

Quantity: 250 UOM: Ton Price: *No response* Total: *No response*

Response Total: $837,688.00

Online Questions & Answers

Event Information

Number:	FY23-001 Water & Wastewater Treatment Chemicals Addendum 1
Title:	FY23-001 Water & Wastewater Treatment Chemicals
Type:	Request For Bid
Issue Date:	9/14/2022
Question Deadline:	9/22/2022 02:00 PM (CT)
Response Deadline:	10/5/2022 05:00 PM (CT)
Notes:	

Published Questions

Question: While reviewing the documents for Event FY23-001, we noticed that Professional Liability, & Omissions coverage has been added to Section 12.0 Insurance Requirements located on page 6 of 30 and Section 36 located on page 13 of 19. This type of coverage is normally required for professions that market their expertise or professional opions, such as Physicians, Attorneys or Engineers. Event FY23-001 is for the supply of Chemicals. Vendors awarded resulting contracts will be invoicing the City for quantities of chemicals shipped to the City not professional expertise. Products bid are determined by testing or, in the case of Polydyne past usage. Due to determination that Polydyne's role as a polymer supplier does not rise to a level that would warranty the need for this type of coverage by our Insurance Broker and Legal Counsel, Polydyne Inc. does not carry this coverage. Since this coverage is not applicable, Polydyne Inc. requests that this requirement be removed. Thank you

Answer: Refer to FY23-001 Question & Answers Document which is now posted.

Asked: 9/20/2022 11:29 AM (CT)

Question: Can you post the last bid tab?

Answer: Answers will be posted to all the questions asked after the question deadline.

Asked: 9/16/2022 01:15 PM (CT)

Question: 1. Please send previous bid results. 2. Please specify ship address for each product. 3. Ammonium Sulfate 38-40% - 250 tons, what size delivery?

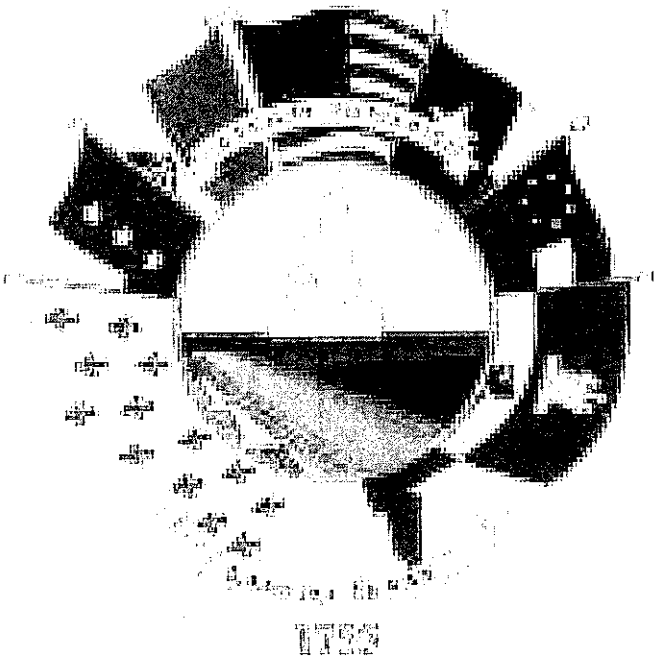
Answer: Refer to FY23-001 Question & Answers Document which is now posted.

Asked: 9/15/2022 03:33 PM (CT)

Question: What is the current price for Ferric Sulfate and who is the current vendor?

Answer: Refer to FY23-001 Question & Answers Document which is now posted.

Asked: 9/15/2022 01:45 PM (CT)



FY23-001 Water & Wastewater Treatment Chemicals Addendum 1

FY23-001 Water & Wastewater Treatment Chemicals

Issue Date: 9/14/2022
Questions Deadline: 9/22/2022 02:00 PM (CT)
Response Deadline: 10/5/2022 05:00 PM (CT)

City of Laredo Purchasing

Contact Information

Contact: Jose L. Tijerina
Address: Utilities
2519 Jefferson Street
Laredo, TX 78041
Phone: (956) 795-2620
Email: jtijerina@ci.laredo.tx.us

Event Information

Number:	FY23-001 Water & Wastewater Treatment Chemicals Addendum 1
Title:	FY23-001 Water & Wastewater Treatment Chemicals
Type:	Request For Bid
Issue Date:	9/14/2022
Question Deadline:	9/22/2022 02:00 PM (CT)
Response Deadline:	10/5/2022 05:00 PM (CT)
Notes:	

Ship To Information

Contact: Jose A. Valdez, Jr.
Address: City Secretary
City Hall
3rd floor
1110 Houston St
3rd floor
Laredo, TX 78043
Phone: (956) 791-7312

Billing Information

Contact: Jorge Jolly
Address: Accounts Payable
City Hall
2nd
PO Box 210
Laredo, TX 78042
Phone: (956) 791-7326
Email: jjolly@ci.laredo.tx.us

Bid Attachments

Conflict of Interest Questionnaire-Revised 1-1-2021.pdf — Download
Conflict of Interest Questionnaire (CIQ)

Non-Collusive Affidavit Form.pdf — Download
Non-Collusive Affidavit Form

Form 1295- Certificate of Interested Parties.pdf — Download
Form 1295

Bid Tab FY20-090 Water Chemicals Recommendations.pdf — Download
Bid Tab FY20-090 Water Chemicals

FY23-001 Water & Wastewater Treatment Chemicals Revised 92622.pdf — Download
FY23-001 Water & Wastewater Chemicals Revised 92622

FY23-001 Question and Answer.pdf — Download
FY23-001 Questions & Answers

Bid Attributes

1	**Award by Item** This contract will be awarded by item to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. ☑ Yes *(Optional: Check if applicable)*

2 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

Polydyne Inc.
Boyd Stanley, Sr. Vice-President (800) 848-7659 Option 2

(Required: Maximum 1000 characters allowed)

4 State how long under has the business been in its present business name

In excess of 27 years.

(Required: Maximum 1000 characters allowed)

5 If applicable, list all other names under which the Business identified above operated in the last five years

Not Applicable

(Required: Maximum 4000 characters allowed)

6 State if the Company is a certified minority business enterprise No, Polydyne Inc. is not a MBE.

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 litigation is pending against Polydyne Inc. Polydyne Inc. has not been deemed "not responsive" for any contract award. Polydyne Inc. has not been debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from bidding, proposing or contracting. No circumstances exist that would disqualify Polydyne Inc. for award of a public contract. No government or other public entity has requested/ required enforcement of any of its rights under a surety agreement.

(Required: Maximum 4000 characters allowed)

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?

Polydyne Inc. is not in arrears, in debt or a defaulter. No liquidated damages or penalty provisions have been assessed against Polydyne Inc.

(Required: Maximum 4000 characters allowed)

9 **State if the Company is a certified minority business enterprise**

☐ Historically Underutilized Business (HUB) ☐ Small Disadvantaged Business Enterprise (SCBC)

☐ Disadvantaged Business Enterprise (DBE) ☐ Other

☑ This company is not a certified minority business

(Required: Check only one)

10 **Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

11 **Conflict of Interest Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

12 **Conflict of Interest Questionnaire**

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)

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 ☐ Correction ☑ Update to previous submission

(Required: Check only one)

15 **Question 1. Name of person submitting this disclosure form**

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

William B. Stanley, Sr. Vice-President of Polydyne Inc.

(Required: Maximum 1000 characters allowed)

16 **Question 2. Contract Information**

Please include the following: a)Contract or Project Name b)Originating Department

FY 23-001 Water & Wastewater Treatment Chemicals: Utilities Department

(Required: Maximum 4000 characters allowed)

17 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Polydyne Inc. is submitting a bid for FY 23-001 for Water & Wastewater Treatment Chemicals that was issued by the City of Laredo.

(Required: Maximum 4000 characters allowed)

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 ☑ It applies to my business

(Required: Check only one)

19 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

Polydyne Inc. is a wholly-owned subsidiary of SNF Holding Company.

(Optional: Maximum 4000 characters allowed)

20 **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)

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.

(Optional: Maximum 4000 characters allowed)

22 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

☑ Not Applicable ☐ It applies to my business

(Required: Check only one)

23 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

(Optional: Maximum 4000 characters allowed)

24 **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☑ Not Applicable ☐ It applies to my business

(Required: Check only one)

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.

(Optional: Maximum 4000 characters allowed)

26 **Updates on contributions required**

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

27 **Question 8. 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)

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.

(Optional: Maximum 4000 characters allowed)

29 **Question 9. Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☑ I have read and understand this section

(Required: Check if applicable)

30 **Question 10. No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from 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)

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

(Required: Check if applicable)

32 **Question 11. Oath**

Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date

Polydyne Inc.
One Chemical Plant Rd.
Riceboro, GA 31323
Boyd Stanley, Sr. Vice-President
09/26/22

(Required: Maximum 4000 characters allowed)

33 **Question 12. Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

☑ I swear or affirm information is correct

(Required: Check if applicable)

34 **Certificate of Interested Parties (Form 1295)**

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Filing Process: Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46, Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

☑ I will comply with this form

(Required: Check if applicable)

35 **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 items** to the **(lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).

(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

12.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE

OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

CHAPTER 137: COMPLIANCE AND PROFESSIONALISM

SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS

§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT (a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☑ I Agree to the Terms and Conditions

(Required: Check if applicable)

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) Pollution Liability insurance with minimum limits of $1,000,000.00 per occurrence.

(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)

37	**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)

38 **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

(Required: Check if applicable)

39 **Acknowledgement of Questions, Answers, & Revisions to FY23-001**

Acknowledgement of Questions, Answers, & Revisions to FY23-001.

☑ Vendor has acknowledged questions and answers.

(Required: Check if applicable)

Bid Lines

1 **Package Header**

Section I –Chemical Bid Price Schedule

Note: Unit price shall include freight charges, fuel charges, and HAZ-Mat Fees

Quantity: 1 UOM: EA Total: $ 837,688.00

Supplier Notes:

☐ No bid

☐ Alternate specification *(Attach separate sheet)*

☐ Additional notes *(Attach separate sheet)*

Package Items

1.1

Liquid Sodium Hydroxide (50%)

Average order (47,000 lbs.)

Quantity: 9 UOM: Bulk (lbs) Price: $ Total: $

Supplier Notes:

☑ No bid

☐ Additional notes *(Attach separate sheet)*

1.2

Liquid Sodium Hydroxide (50%)

Average order (3,500 gallons.)

Quantity: 9 UOM: 275 Gallon Tote (Gallon) Price: $ Total: $

Supplier Notes:

☑ No bid

☐ Additional notes *(Attach separate sheet)*

1.3
Liquid Sodium Hydroxide (25%)

Average order (47,000 lbs.)

Quantity: 9 UOM: Bulk (lbs.) Price: $ Total: $

Supplier Notes: _____

☑ No bid

☐ Additional notes *(Attach separate sheet)*

1.4 ***Line deleted as part of an Addendum***

1.5
Calcium Hypochlorite

Average order (40 drums)

Quantity: 60 UOM: 100 lb. Drums Price: $ Total: $

Supplier Notes: _____

☑ No bid

☐ Additional notes *(Attach separate sheet)*

1.6
Liquid Chlorine

Average order (480 cylinders)

Quantity: 540 UOM: 2000 lb.Cylinder Price: $ Total: $

Supplier Notes: _____

☑ No bid

☐ Additional notes *(Attach separate sheet)*

1.7
Liquid Chlorine

Average order (180 cylinders)

Quantity: 540 UOM: 150 lb Cylinder Price: $ Total: $

Supplier Notes: _____

☑ No bid

☐ Additional notes *(Attach separate sheet)*

1.8
Liquid Aluminum Sulfate (50%)

Average order (47,000 lbs.)

Quantity: 75 UOM: Bulk (lbs) Price: $ Total: $

Supplier Notes: _____

☑ No bid

☐ Additional notes *(Attach separate sheet)*

1.9

Cationic Polymer (C-308)

Average order (45,000 lbs.)

Quantity: 10 UOM: Bulk (lbs.) Price: $ 38,700.00 Total: $ 387,000.00

Supplier Notes: Polydyne Inc.'s bid product is Clarifloc C-308P. The Price for Clarifloc C-308P is $0.860 per Pound.

☐ No bid

☐ Additional notes *(Attach separate sheet)*

1.10

Anionic Polymer (Clarifloc 210)

Average order (8 totes)

Quantity: 8 UOM: 270 Gallon Tote (Gallon) Price: $ 3,611.00 Total: $ 28,888.00

Supplier Notes: Polydyne Inc.'s bid product is Clarifloc A-210P. Totes of this product contain 2,300 pounds. The price for this product is $1.570 per Pound.

☐ No bid

☐ Additional notes *(Attach separate sheet)*

1.11

Liquid Ammonium Sulfate

Average order (50,000 lbs.)

Quantity: 27 UOM: Bulk (lbs.) Price: $ Total: $

Supplier Notes:

☑ No bid

☐ Additional notes *(Attach separate sheet)*

1.12

Liquid Aluminum Sulfate with 1% Copper Sulfate

Average order (60,000 lbs.)

Quantity: 60 UOM: Bulk (lbs.) Price: $ Total: $

Supplier Notes:

☑ No bid

☐ Additional notes *(Attach separate sheet)*

1.13

Wastewater Polymer

Average order (35,000 lbs.)

Quantity: 6 UOM: Bulk (lbs.) Price: $ 64,750.00 Total: $ 388,500.00

Supplier Notes: Polydyne Inc. is bidding Clarifloc CE-1073. The price for this product is $1.850 per Pound

☐ No bid

☐ Additional notes *(Attach separate sheet)*

1.14

Wastewater Polymer

Average order (30 drums)

Quantity: 40 UOM: 55 gallon drum Price: $ 832.50 Total: $ 33,300.00

Supplier Notes: Polydyne Inc. is bidding Clarifloc C-6266. Drums of Clarifloc C-6266 contain 450 pounds of product. The price for this product is $1.850 per Pound.

☐ No bid

☐ Additional notes *(Attach separate sheet)*

1.15

Liquid Ammonium Sulfate (38%-40%)

Average order (200 tons)

Quantity: 250 UOM: Ton Price: $ Total: $

Supplier Notes:

☑ No bid

☐ Additional notes *(Attach separate sheet)*

Supplier Information

Company Name: Polydyne Inc.

Contact Name: Boyd Stanley, Sr. Vice-President

Address: One Chemical Plant Rd.
Riceboro, GA 31323

Phone: (800) 848-7659 Option 2

Fax: (912) 880-2078

Email: bids@polydyneinc.com

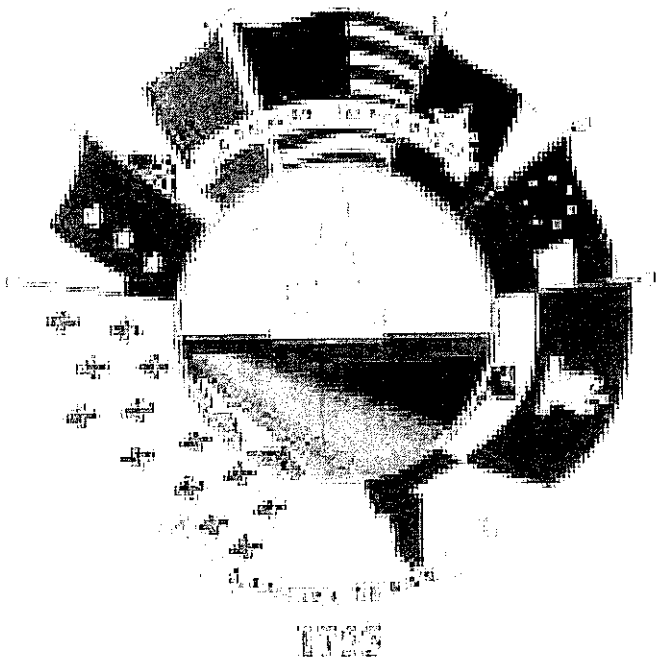
Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Boyd Stanley, Sr. Vice-President
Print Name

Signature

Replaced by Addendum #1



FY23-001 Water & Wastewater Treatment Chemicals

FY23-001 Water & Wastewater Treatment Chemicals

Issue Date: 9/14/2022
Questions Deadline: 9/22/2022 02:00 PM (CT)
Response Deadline: 10/5/2022 05:00 PM (CT)

City of Laredo Purchasing

Contact Information

Contact: Jose L. Tijerina
Address: Utilities
2519 Jefferson Street
Laredo, TX 78041
Phone: (956) 795-2620
Email: jtijerina@ci.laredo.tx.us

Replaced by Addendum #1

Event Information

Number:	FY23-001 Water & Wastewater Treatment Chemicals
Title:	FY23-001 Water & Wastewater Treatment Chemicals
Type:	Request For Bid
Issue Date:	9/14/2022
Question Deadline:	9/22/2022 02:00 PM (CT)
Response Deadline:	10/5/2022 05:00 PM (CT)
Notes:	

Ship To Information

Contact: Jose A. Valdez, Jr.
Address: City Secretary
City Hall
3rd floor
1110 Houston St
3rd floor
Laredo, TX 78043
Phone: (956) 791-7312

Billing Information

Contact: Jorge Jolly
Address: Accounts Payable
City Hall
2nd
PO Box 210
Laredo, TX 78042
Phone: (956) 791-7326
Email: jjolly@ci.laredo.tx.us

Bid Attachments

Conflict of Interest Questionnaire-Revised 1-1-2021.pdf — Download
Conflict of Interest Questionnaire (CIQ)

Non-Collusive Affidavit Form.pdf — Download
Non-Collusive Affidavit Form

Form 1295- Certificate of Interested Parties.pdf — Download
Form 1295

FY23-001 Water & Wastewater Chemicals.pdf — Download
FY23-001 Water & Wastewater Treatment Chemicals

Bid Attributes

1	**Award by Item** This contract will be awarded by item to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. ☐ Yes *(Optional: Check if applicable)*
2	**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** *(Required: Maximum 1000 characters allowed)*
4	**State how long under has the business been in its present business name** *(Required: Maximum 1000 characters allowed)*
5	**If applicable, list all other names under which the Business identified above operated in the last five years** *(Required: Maximum 4000 characters allowed)*
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? *(Required: Maximum 4000 characters allowed)*

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?

(Required: Maximum 4000 characters allowed)

9 **State if the Company is a certified minority business enterprise**

☐ Historically Underutilized Business (HUB) ☐ Small Disadvantaged Business Enterprise (SCBC)
☐ Disadvantaged Business Enterprise (DBE) ☐ Other
☐ This company is not a certified minority business
(Required: Check only one)

10 **Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

11 **Conflict of Interest Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

12 **Conflict of Interest Questionnaire**

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)

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 ☐ Correction ☐ Update to previous submission

(Required: Check only one)

15 **Question 1. Name of person submitting this disclosure form**

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

(Required: Maximum 1000 characters allowed)

16 **Question 2. Contract Information**

Please include the following: a)Contract or Project Name b)Originating Department

(Required: Maximum 4000 characters allowed)

17 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

(Required: Maximum 4000 characters allowed)

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 ☐ It applies to my business

(Required: Check only one)

19 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

(Optional: Maximum 4000 characters allowed)

20 **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)

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.

(Optional: Maximum 4000 characters allowed)

22 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

☐ Not Applicable ☐ It applies to my business

(Required: Check only one)

23 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

(Optional: Maximum 4000 characters allowed)

24 **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☐ Not Applicable ☐ It applies to my business

(Required: Check only one)

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.

(Optional: Maximum 4000 characters allowed)

26 **Updates on contributions required**

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

27 **Question 8. 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)

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.

(Optional: Maximum 4000 characters allowed)

29 **Question 9. Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☐ I have read and understand this section
(Required: Check if applicable)

30 **Question 10. No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from 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)

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
(Required: Check if applicable)

32 **Question 11. Oath**

Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date

(Required: Maximum 4000 characters allowed)

33 **Question 12. Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

☐ I swear or affirm information is correct
(Required: Check if applicable)

34 **Certificate of Interested Parties (Form 1295)**

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Filing Process: Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46, Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

☐ I will comply with this form

(Required: Check if applicable)

35 **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 items** to the **(lowest responsive responsible bidder),** in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).

(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

12.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE

OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

CHAPTER 137: COMPLIANCE AND PROFESSIONALISM

SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS

§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT (a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☐ I Agree to the Terms and Conditions

(Required: Check if applicable)

36 **Insurance Terms and Conditions** Replaced by Addendum #1

INSURANCE REQUIREMENTS If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.
(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/compieted 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)

37	**Contract Requirements** Replaced by Addendum #1 **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)*

Replaced by Addendum #1

38 **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
(Required: Check if applicable)

Bid Lines

1 **Package Header**

Section I –Chemical Bid Price Schedule
Note: Unit price shall include freight charges, fuel charges, and HAZ-Mat Fees

Quantity: 1 UOM: EA Total: $

Supplier Notes: ☐ No bid

☐ Alternate specification *(Attach separate sheet)*

☐ Additional notes *(Attach separate sheet)*

Package Items

1.1
Liquid Sodium Hydroxide (50%)

Average order (47,000 lbs.)

Quantity: 9 UOM: Bulk (lbs) Price: $ Total: $

Supplier Notes: ☐ No bid

☐ Additional notes *(Attach separate sheet)*

1.2
Liquid Sodium Hydroxide (50%)

Average order (3,500 gallons.)

Quantity: 9 UOM: 275 Gallon Tote (Gallon) Price: $ Total: $

Supplier Notes: ☐ No bid

☐ Additional notes *(Attach separate sheet)*

Replaced by Addendum #1

1.3
Liquid Sodium Hydroxide (25%)

Average order (47,000 lbs.)

Quantity: 9 UOM: Bulk (lbs.) Price: $ Total: $

Supplier Notes: _____

☐ No bid

☐ Additional notes *(Attach separate sheet)*

1.4
Liquid Ferric Sulfate

Average order (47,000 lbs.)

Quantity: 5 UOM: Bulk (lbs.) Price: $ Total: $

Supplier Notes: _____

☐ No bid

☐ Additional notes *(Attach separate sheet)*

1.5
Calcium Hypochlorite

Average order (40 drums)

Quantity: 60 UOM: 100 lb. Drums Price: $ Total: $

Supplier Notes: _____

☐ No bid

☐ Additional notes *(Attach separate sheet)*

1.6
Liquid Chlorine

Average order (480 cylinders)

Quantity: 540 UOM: 2000 lb.Cylinder Price: $ Total: $

Supplier Notes: _____

☐ No bid

☐ Additional notes *(Attach separate sheet)*

1.7
Liquid Chlorine

Average order (180 cylinders)

Quantity: 540 UOM: 150 lb Cylinder Price: $ Total: $

Supplier Notes: _____

☐ No bid

☐ Additional notes *(Attach separate sheet)*

1.8 Replaced by Addendum #1

Liquid Aluminum Sulfate (50%)

Average order (47,000 lbs.)

Quantity: 75 UOM: Bulk (lbs) Price: $ Total: $

Supplier Notes: _____

☐ No bid

☐ Additional notes *(Attach separate sheet)*

1.9

Cationic Polymer (C-308)

Average order (45,000 lbs.)

Quantity: 10 UOM: Bulk (lbs.) Price: $ Total: $

Supplier Notes: _____

☐ No bid

☐ Additional notes *(Attach separate sheet)*

1.10

Anionic Polymer (Clarifloc 210)

Average order (8 totes)

Quantity: 8 UOM: 270 Gallon Tote (Gallon) Price: $ Total: $

Supplier Notes: _____

☐ No bid

☐ Additional notes *(Attach separate sheet)*

1.11

Liquid Ammonium Sulfate

Average order (50,000 lbs.)

Quantity: 27 UOM: Bulk (lbs.) Price: $ Total: $

Supplier Notes: _____

☐ No bid

☐ Additional notes *(Attach separate sheet)*

1.12

Liquid Aluminum Sulfate with 1% Copper Sulfate

Average order (60,000 lbs.)

Quantity: 60 UOM: Bulk (lbs.) Price: $ Total: $

Supplier Notes: _____

☐ No bid

☐ Additional notes *(Attach separate sheet)*

1.13 Replaced by Addendum #1

Wastewater Polymer

Average order (35,000 lbs.)

Quantity: 6 UOM: Bulk (lbs.) Price: $ Total: $

Supplier Notes: _____

☐ No bid

☐ Additional notes *(Attach separate sheet)*

1.14

Wastewater Polymer

Average order (30 drums)

Quantity: 40 UOM: 55 gallon drum Price: $ Total: $

Supplier Notes: _____

☐ No bid

☐ Additional notes *(Attach separate sheet)*

1.15

Liquid Ammonium Sulfate (38%-40%)

Average order (200 tons)

Quantity: 250 UOM: Ton Price: $ Total: $

Supplier Notes: _____

☐ No bid

☐ Additional notes *(Attach separate sheet)*

Replaced by Addendum #1

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 OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

WATER & WASTEWATER TREATMENT CHEMICALS
UTILITIES DEPARTMENT

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a two-year contract for the purchase of chemicals used for water and wastewater treatment 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 October 5, 2022; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on October 6, 2022.**

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

Bid: Water & Wastewater Treatment Chemicals – Utilities Department
FY23-001

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**

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a two-year contract for the purchase of chemicals used for water and wastewater treatment 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 October 5, 2022**; and all bids received will be opened and **read publicly at 10:00 AM** at the Office of the City Secretary on **October 6, 2022.**

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

Bid: Water & Wastewater Treatment Chemicals – Utilities Department
FY23-001

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 14th DAY OF SEPTEMBER 2022.

For: Jose A. Valdez Jr.
City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to:

CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador
5512 Thomas Ave,
Laredo, TX 78041
mpescador@ci.laredo.tx.us

or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.
The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be **awarded by items** to the **(lowest responsive responsible bidder or bidders)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.
Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:
"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.
Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30-day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and
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

If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurrence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) ~~Professional Liability, Errors & Omissions coverage, with minimum limits of $1,000,000 per claim/ $2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.~~ ***Removed by Addendum #1***

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

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.

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.

Formal Invitation for Bids
Water & Wastewater Treatment Chemicals

15.0 Scope of Work

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for the purchase of chemicals used for water and wastewater treatment for the Utilities Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

15.1 The City of Laredo Water & Wastewater Department is requesting bids for the enclosed list of chemicals. All specification questions for this bid shall be directed to the following Utilities Department point of contacts:

Wastewater Treatment - Mr. Tomas Hernandez at (956) 721-2022 or by email thernandez@ci.laredo.tx.us or Mr. Carl Scruggs, at (956) 795-2720 or by email csruggs@ci.laredo.tx.us

Water Treatment - Mr. Jose L. Tijerina at (956) 795-2620 or by email jtijerina@ci.laredo.tx.us or Mr. Ruperto A. Martinez at (956) 795-2620 or by email ramartinez@ci.laredo.tx.us

15.2 All questions for this bid shall be submitted through Cit-E-Bid or by email no later than 2:00 PM on September 22, 2022 to: ealdape@ci.laredo.tx.us

15.3 The quantities listed on the attached sheets are approximate quantities for the period of one year.

15.4 An award to the successful bidders will be made by the City Council

15.5 The City of Laredo reserves the right to reject any or all bids or to accept any bid or combination of bids deemed advantageous to the City of Laredo.

15.6 The City of Laredo reserves the right to cancel contract upon thirty (30) days written notice if bidder fails to conform to the terms and conditions as stated in these specifications.

15.7 Prospective bidders must prove beyond any doubt to the City Purchasing Agent that they are duly qualified and capable to fulfill and abide by the specifications herein listed.

15.8 Bidders are required to submit their proposals upon the following expressed conditions:

15.9 When contractors cannot abide by the terms and conditions in fulfilling their contracts, contractor must supply the materials from other sources at the contract price. If contractor delays in providing the service or supplies, i.e., chemicals, the City of Laredo reserves the right to purchase on the open market and charge the contractor the difference between the contract price and the purchase price.

15.10 All chemicals in bidder's specifications must comply with contract and are to be equal to or better in all respect.

15.11 All chemicals will be purchased on a per-need basis. Purchase orders will be issued to the successful bidder for each order. All invoices must have purchase order number and authorized signature to process for payment.

15.12 All chemicals purchased by the City of Laredo, for Water and Wastewater Department must comply with all government state and federal regulations. Except for chemicals used specifically in wastewater applications, the successful bidder shall submit an affidavit of compliance with all pertinent A.W.W.A. specifications.

15.13 Bid price shall be given per pound or per gallon of product, **FOB freight included**, Laredo, Texas. Where applicable, bidders shall state the product concentration as well as the active ingredient concentration, if different from that specified. For bid evaluation purposes the City reserves the right to recalculate the price of the chemical to reflect the specified concentrations.

15.14 Method of delivery shall have all necessary safety equipment, appropriate unloading equipment, and sufficient manpower to provide for proper unloading of product and materials without the assistance of City of Laredo personnel. Unloading of chemical units will be the sole responsibility of the company delivery personnel and the delivery company will be liable for any damages to City property.

Locations: Jefferson Water Treatment Plant, El Pico Water Treatment Plant, Zacate Wastewater Treatment Plant, Unitec WWTP, Penitas WWTP, Lar-Colombia WWTP, South Laredo WWTP and the North Laredo WWTP.

15.15 Should a major spill occur due to the negligence of the person in charge of delivering the product, all costs of product lost from shipment (or any amount lost from storage tanks should they be affected) will be encumbered by the product supplier, namely the awarded vendor.

16.0 DEFINITIONS

16.1 Buyer - The City of Laredo, Purchasing Division is herein called the buyer.

16.2 Supplier - The company from which chemicals will be purchased is hereinafter called the supplier.

16.3 ANSI/NSF - American National Standards Institute/National Sanitation Foundation. Standard 60 shall apply to all chemicals to be directly added to public water supplies. Standard 61 shall apply to all chemicals to be indirectly added to public water supplies.

17.0 Chemical Specifications

17.1 Liquid Sodium Hydroxide (NaOH) 50% Concentration
Chemical Composition
Liquid sodium hydroxide (NaOH) shall have a concentration of 50% in weight and comply with the latest edition of ANSI/AWWA B501-19 Standard for Caustic Soda.

Liquid sodium hydroxide 50% concentration offered in this proposal is in complete compliance with current City of Laredo Standards and Specifications.

Net unit price of Liquid sodium hydroxide 50% concentration offered in this bid shall be firm for a period of one year.

17.2 Liquid Ferric Sulfate ($Fe_2O_{12}S_3$)
Liquid Ferric Sulfate shall have a concentration of 50% by weight and comply with the latest edition of ANSI/ AWWA B406-20 Standard for Ferric Sulfate for such concentration.

The City of Laredo shall have the right to reject any shipment that fails to meet the specifications contained herein.

Fifty percent (50%) Liquid ferric sulfate shall have a specific gravity of no less than 1.49 measured from a sample taken at the point of delivery.

Successful bidder will be required to furnish 50% Liquid Ferric Sulfate in bulk by trucks carrying their own delivery equipment such as pumps, compressor and hoses. The truck driver shall perform the unloading operation without assistance (under normal circumstances) and insure that no spills occur during such operation. Should a major spill occur due to negligence of the person in charge of delivering the product, all costs of product lost from that shipment (or any amount lost from storage tanks should they be affected) will be encumbered by the product supplier, namely the successful bidder.

Successful bidder shall be required to keep an inventory of no less than 44,000 lbs. of product at all times for delivery to the Laredo Waterworks System at Laredo, Texas within 24 hours in case of emergency.

Liquid Ferric Sulfate offered in this proposal is in complete compliance with current City of Laredo Standards and Specifications.

Net unit price of Liquid Ferric Sulfate offered in this bid shall be firm for a period of one year.

17.3 Calcium Hypochlorite ($CaCl_2O_2$)
This specification covers Calcium Hypochlorite to be used as a disinfectant in the treatment of wastewater.

General Requirements: Except as otherwise modified or supplemented herein, material furnished shall meet the latest edition of ANSI/AWWA B300-18 Standard. Calcium Hypochlorite should contain 70 percent available chlorine.

Net price of Calcium Hypochlorite must include any Haz Mat fees and any other associated fees required to meet State and Federal codes.

Delivery will be made in truckloads of 100 lb. containers as required by City of Laredo, Water & Wastewater Department. The City will consider buying HTH in 50 lb. containers if available. Write in any other size proposed.

Delivery trucks must carry their own unloading equipment (air compressors, pumps, hoses, adapters, rear hydraulic elevators, etc.) Unloading will be the sole responsibility of the truck driver and any damages to the City property caused by negligence of the driver will be charged to the successful bidder.

Calcium Hypochlorite offered in this proposal is in complete compliance with current Laredo Water & Wastewater Department Standards and Specifications.

Net unit price of Calcium Hypochlorite offered in this bid shall be firm for a period of one year.

17.4 Liquid Chlorine (Cl)
Liquefied Chlorine shall meet the latest edition of ANSI/AWWA B301-18 Standard for liquid chlorine and NSF/ANSI Standard 60: Drinking Water Treatment Chemicals – Health Effects, latest edition. In the event of conflict between AWWA and NSF/ANSI Standards, NSF/ANSI Standards will supersede.

The City of Laredo shall have the right to reject any shipment that fails to meet the specifications contained herein or any shipment that has been damaged in transit.

Successful bidder is responsible to safely unload full cylinders and load empty cylinders.

Successful bidder will be required to furnish Liquefied Chlorine in one-ton containers and keep an inventory of not less than 16 full one-ton containers at all times for delivery to the Laredo Waterworks System at Laredo, Texas within 24 hours in case of emergency.

Successful bidder will deliver one-ton containers in a self-unloading trailer and the City shall have the option of splitting the load among various locations where chlorine is used.

Successful bidder shall periodically inspect one-ton containers and furnish evidence of such inspection. Provide pressure test results certification for all cylinders delivered to Utilities Divisions / Facilities. Cylinders shall be painted on the outside with aluminum paint.

The successful bidder will be required to abide by the rules and regulations of the Wastewater Treatment Plant's Accidental Release and Prevention Program (USEPA 40 CFR 68 – Chemical Accident Prevention Provisions)
Net price of Liquid Chlorine must include any rental of equipment fees, Haz Mat fees, and any other associated fees required to meet State and Federal Codes.

Net unit price of Liquid Chlorine offered in this bid shall be firm for a period of one year.

Note: Bidder must bid on the same commodity in 150 lb. bottles (see price schedule)

17.5 Liquid Aluminum Sulfate ($AL_2O_{12}S_3$) 50%
Liquid Aluminum Sulfate shall have a concentration of 50% by weight and comply with latest edition of ANSI/AWWA B403-16 and contain less than 25 mg/L total organic carbon (TOC) and less than 50 mg/L iron for such concentration. Liquid Aluminum Sulfate shall be made from aluminum trihydroxide only. Aluminum trihydroxide recovered from manufacturing and refinery waste streams is not acceptable. Liquid aluminum sulfate shall be watery clear white to clear in color. The liquid aluminum sulfate shall be free from any odors.

The material shall meet the following chemical and physical properties:

Aqueous solution of aluminum sulfate	
10043-01-3 (C.A.S.)	
pH (neat)	1.4-2.6
Specific Gravity @ 21° C (70° F)	1.30-1.35
Freezing Point (approx.)	-16°C (4°F)
Density, lbs./gal., US	10.8-11.3
Aluminum as Al, %	4.2-4.5
Aluminum as Al2O3, %	8.0-8.4
Aluminum as Al2(SO4)3·14H2O (Dry Alum). %	46-49

The City of Laredo shall have the right to reject any shipment that fails to meet the specifications, consistency, or appearance contained herein.

The product bid must be quoted on a 50% weight aluminum sulfate base.

At the request of the City, the successful bidder shall submit an affidavit of compliance with ANSI/AWWA B403-16 Standard plus an analysis data sheet of the product as reported by a commercial laboratory other than the manufacturer. All invoices must be adjusted to real concentrations of product delivered.

The successful bidder will be required to furnish 50% Liquid Aluminum Sulfate in bulk by trucks carrying their own delivery equipment such as pumps, compressor and hoses. The truck driver shall perform the unloading operation without assistance (under normal circumstances) and insure that no spills occur during such operation. Should a major spill occur due to negligence of the person in charge of delivering the product, all costs of product lost from the shipment (or any amount lost from storage tanks should then be affected) will be encumbered by the product supplier, namely the successful bidder.

Successful bidder shall be required to keep an inventory of no less than 44,000 lbs. of product at all times for delivery to the city of Laredo within 24 hours in case of an emergency.

Net unit price of Liquid Aluminum Sulfate offered in this bid shall be firm for a period of one year.

17.6 Cationic Polymer

Chemical Composition

The cationic polymer shall contain 20% dimethyl diallyl ammonium chloride as the active ingredient such as the CAT FLOC T manufactured by Calgon Com

The cationic polymer furnished shall be suitable for treatment of water for human consumption. Pertinent documentation shall be presented to prove the non-toxic nature of the product.

Bidders must state the shelf life of the product when exposed to the elements as in the case of an outdoor fiberglass storage tank. The City of Laredo will take shipments of 48,000 pounds at a time. Delivery trucks must carry their own unloading equipment (air compressors, pumps, hoses, adaptors, rear hydraulic elevators, etc.)

Unloading will be the sole responsibility of the truck driver and any damages to the City property caused by negligence of the driver will be charged to the successful bidder.

For evaluation purposes the City reserves the right to bench-test the polymers to determine their performance relative to all others. Performance shall be based on residual turbidity for a conventional jar test, under the raw water characteristics prevailing at the time of testing.

Net unit prices of cationic polymer offered in this bid shall be firm for a period of one year.

17.7 Wastewater Sludge Conditioning Polymers

Organic polymer, synthetic, high molecular weight, water soluble electrolytes, manufactured specifically for use in flocculants in conditioning wastewater sludge for belt filter press applications. Polymer shall be a dispension/emulsion readily and completely soluble in water. The polymer must maintain minimum ninety percent (90%) strength for up to six months after delivery. Physical and chemical characteristics shall not change during this period.

Net unit prices of sludge conditioning polymers offered in this bid shall be firm for a period of one year.

Pre-qualification - The City reserves the right to pre-qualify any and all products offered for this bid. Bidders will be required to perform jar testing using their recommended product and provide the testing results to owner. In addition, bidders must provide desire chemical in five gallon pails for in-house testing. At the City's desire, a pilot test or full-scale test shall be conducted to determine the most advantageous product for the City. Should product testing become necessary, the City will prepare and will issue guidelines and additional requirements.

Shipping:

A. The polymer shall be shipped via tank trucks with a minimum loading of 2000 gallons and a maximum loading of 5000 gallons per shipment.

B. The City Of Laredo reserves the option of shipment in 55 gallons drums or by the truck loads.

Delivery trucks must carry their own unloading equipment (air compressors, pumps, hoses, adapter, rear hydraulic elevators, etc.) unloading will be the sole responsibility of the truck driver and any damages to the City property caused by the negligence of the driver will be charged to the successful bidder. Pricing shall be F.O.B., City of Laredo Southside and North Laredo Wastewater Treatment Plants.

17.8 Anionic Polymer (Clarifloc 210)

Chemical to be used in wastewater for odor control is to be shipped and received in 270 gallon totes.
Must meet the American Water Works Association specifications; latest standard version.

Anionic Polymer (Clarifloc 210) shall contain a liquid physical state (straw colored liquid), with a boiling point of 100 degrees C and a specific gravity (H2=1)—1.02 – 1.04. The truck driver shall perform the unloading and transfer of the chemical into specialized storage tanks without assistance (under normal circumstances) and insure that no spills occur during such operation. Should a major spill occur due to negligence of the person in charge of delivering the product, all costs of product lost from that shipment (or any amount lost from storage tanks) and/or any soil remediation requirements affected will be encumbered by the product supplier, namely the successful bidder.

Net unit prices of anionic polymer offered in this bid shall be firm for a period of one year.

17.9 Liquid Ammonium Sulfate ($H_8N_2O_4S$)

The material shall be commonly known as Liquid Ammonium Sulfate (LAS). The liquid shall be suitable for feeding by means of metering pumps or other metering devices constructed of corrosion resistant materials. ANSI/AWWA B302-16 Standard for Ammonium Sulfate and NSF/ANSI Standard 60: Drinking Water Treatment Chemicals – Health Effects, latest edition. In the event of conflict between AWWA and NSF/ANSI Standards, NSF/ANSI Standards will supersede. The material shall be provided with Affidavit of Compliance or Certified Analysis as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance to NSF/ANSI Standard 60: Drinking Water Treatment Chemicals – Health Effects.

The material shall meet the following chemical and physical properties:

Weight % dry salt.....38-40
% available ammonia.....10%
Specific Gravity.....1.20-1.23
pH.....2.0-5.0
Soluble Iron.....<30 mg/l
Insoluble Matter.....<0.01 wt%
Freeze Point.....<10 deg. F
Appearance.....Clear, colorless to faint yellow

Liquid ammonium sulfate shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated properly with the ammonium sulfate.

The vendor shall conduct training classes in the handling and safety of Liquid Ammonium Sulfate at the plant site, at the request of the Plant Superintendent. The training shall meet all of the requirements of the Hazard Communications Act.

Packaging and shipping of Liquid Ammonium Sulfate shall be in accordance with current federal, state and local regulations. The tanks shall be suitable materials that will not be affected by the properties of the liquid. Tank trucks shall be in suitable condition for hauling liquid ammonium sulfate and shall not contain any substances that might affect the use of usefulness of the product in treating water for human consumption.

Copies of certified lab showing compliance with all listed specifications shall be provided with each order of product. A current copy of the NSF/ANSI Standard 60 certificate shall be included in the bid packet for the product described. Additionally, each bill of lading shall bear the NSF Stamp.

Net unit prices of liquid ammonium sulfate offered in this bid is shall be firm for a period of one year.

17.10 Liquid Aluminum Sulfate 50% with 1% Copper Sulfate

Liquid Aluminum Sulfate with 1% Copper Sulfate shall have a concentration of 50% by weight and comply with the latest edition of ANSI/AWWA B403-16 Standard for Aluminum Sulfate and contain less than 25 mg/L total organic carbon (TOC) and less than 50 mg/L iron for such concentration. Liquid Aluminum Sulfate shall be made from aluminum trihydroxide (ATH) only. Aluminum trihydroxide (ATH) recovered from manufacturing and refinery waste streams is not acceptable. Liquid aluminum sulfate shall be watery clear white to clear in color. The liquid aluminum sulfate shall be free from all odors.

The material shall meet the following chemical and physical properties:

Aluminum sulfate mixture	
10043-01-3 / 7758-99-8 (C.A.S.)	
pH (neat)	2.4-2.7
Specific Gravity @ 21° C (70° F)	1.29-1.32
Freezing Point (approx.)	-16°C (3°F)
Density, lbs./gal., US	10.8-11.0
Aluminum as AI, %	4.1-4.3
Aluminum as AL2O3, %	7.7-8.1
Copper (II) Sulfate Pentahydrate, %	0.8-1.2
Soluble Cupric Iron (CU +2), %	0.20-.31

The City of Laredo shall have the right to reject any shipment that fails to meet the requirements and specifications contained herein.

The product bid must be quoted on a 50% weight aluminum sulfate base.

At the request of the City, the successful bidder shall submit an affidavit of compliance with all pertinent and latest edition AWWA Standards plus an Affidavit of Compliance and analysis data sheet of the product as reported by a commercial laboratory other than the manufacturer. All invoices must be adjusted to real concentrations of product delivered.

The successful bidder will be required to furnish 50% Liquid Aluminum Sulfate in bulk by trucks carrying their own delivery equipment such as pumps, compressor and hoses. The truck driver shall perform the unloading operation without assistance (under normal circumstances) and insure that no spills occur during such operation. Should a major spill occur due to negligence of the person in charge of delivering the product, all costs of product lost from the shipment (or any amount lost from storage tanks should then be affected) will be encumbered by the product supplier, namely the successful bidder.

Successful bidder shall be required to keep an inventory of no less than 44,000 lbs. of product at all times for delivery to the City of Laredo within 24 hours in case of an emergency.

Net unit price of Liquid Aluminum Sulfate offered in this bid shall be firm for a period of one year.

18.0 Insurance Requirements

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. Said insurance policies shall comply with all requirements set forth in section 12.0 of these specifications. Contractor(s) shall keep a current certificate of insurance in the City of Laredo Purchasing Division at all times and shall immediately report any changes to the Purchasing Office Administration.

19.0 Term of Contract

The term of this contract shall be for a period of two (2) years beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date. This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

20.0 Award of Contract

This contract will be **awarded by items** to the **(lowest responsive responsible bidder or bidders),** in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.
Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:
"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

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:

Company Information Questionnaire
Conflict of Interest Questionnaire
Non-Collusive Affidavit
Discretionary Contract Disclosure
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) Polydyne Inc.

Signature of person authorized to sign bid _____ Date 09/26/22

Print Name of person authorized to sign bid Boyd Stanley

Title: Sr. Vice-President

Business Address: One Chemical Plant Rd.

City, State, Zip Code: Riceboro, GA 31323

Telephone Number: (800) 848-7659 Option 2 Fax Number: (912) 880-2078

Contact Person Email Address: bids@polydyneinc.com

Federal Tax ID Number: 34-1810283

Bidders Principal/Corporate Place of Business Address: One Chemical Plant Rd., Riceboro, GA 31323

Indicated Status of Business:

Corporation ✓ Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: over 27 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: Chemical Bid Price Schedule – Unit price must include freight charges, fuel charges, and HAZ-MAT fees.

Item	Chemical	Unit of Measure	Est./Qty./Year	Unit Price	Ext. Price
1	Liquid Sodium Hydroxide (50%)	47,000 Lbs.	9	$ No Bid	$
2	Liquid Sodium Hydroxide (50%)	275 Gal. Tote	9	$ No Bid	$
3	Liquid Sodium Hydroxide (25%)	47,000 Lbs.	9	$ No Bid	$
4	Liquid Ferric Sulfate	47,000 Lbs.	5	$ No Bid	$
5	Calcium Hypochlorite	100 Lbs. Drum	60	$ No Bid	$
6	Liquid Chlorine	2,000 lbs. Cylinder	540	$ No Bid	$
7	Liquid Chlorine	150 lbs. Cylinder	540	$ No Bid	$
8	Liquid Aluminum Sulfate (50%)	47,000 Lbs.	75	$ No Bid	$
9	Cationic Polymer (C-308)	45,000 Lbs.	10	$ 38,700.00	$ 387,000.00
10	Anionic Polymer (Clarifloc 210)	270 Gal. Tote	8	$ 3,611.00	$ 28,888.00
11	Liquid Ammonium Sulfate	50,000 Lbs.	27	$ No Bid	$
12	Liquid Aluminum Sulfate with 1% Copper Sulfate	47000 Lbs.	60	$ No Bid	$
14	Wastewater Polymer	35,000 Lbs.	6	$ 64,750.00	$ 388,500.00
15	Wastewater Polymer	55 Gallon Drum	40	$ 832.50	$ 33,300.00
16	Liquid Ammonium Sulfate (38%-40%)	Ton	250	$ No Bid	$

Company Name: Polydyne Inc.

Owner/President Name: John Pittman, President

Company Address: One Chemical Plant Rd.

City, State, Zip Code: Riceboro, GA 31323

Company Authorized Representative's Signature: [signature]

Company Representative's Name: Boyd Stanley, Sr. Vice-President

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

25.0 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.

Boyd Stanley, Sr. Vice-President _____ 09/26/22
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.**
Boyd Stanley, Sr. Vice-President

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, No such relationships exist.
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.

_____ 09/26/22
Signature of person doing business with the governmental entity Date
Boyd Stanley, Sr. Vice-President

26.0 Non-Collusive Affidavit **AFFIDAVIT**

Project:

Form of Non-Collusive Affidavit

Georgia AFFIDAVIT

STATE OF ~~TEXAS~~ {}
COUNTY OF ~~WEBB~~ {}
Liberty

Boyd Stanley

Being first duly sworn, deposes and says:

That he/she is Sr. Vice-President of the firm of Polydyne Inc.
(a Partner of officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 26th day of Sept 20 22.

Notary Public

My commission expires:
My Commission Expires
Dec. 17, 2022

REBECCA BEASLEY NOTARY PUBLIC Comm. Exp. 12/17/22 LIBERTY COUNTY, GA

27.0 **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
William	B.	Stanley	

***2. Contract Information.**

a) Contract or Project name(s):

FY23-001 Water & Wastewater Treatment Chemicals

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
Polydyne Inc.			
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.** Please see attached "Polydyne Inc. General Information" sheet.

POLYDYNE INC

CERTIFICATE OF RESOLUTIONS

I, Christopher J, Gannon, Secretary of Polydyne Inc., a Delaware corporation (the "Company"), do hereby certify that at a duly called meeting of the Board of Directors of the Company, held on January 8, 2020, the Board of Directors unanimously approved the following Resolutions:

> RESOLVED, that Boyd Stanley, René Pich, John Pittman, Mark Schlag, Bobby Wise and Ken Luke be and hereby are authorized, empowered and directed to bid, in the name of and on behalf of the Corporation, upon such municipal projects as he may deem appropriate; and further
>
> RESOLVED, that Boyd Stanley, René Pich, John Pittman, Mark Schlag, Bobby Wise and Ken Luke be and hereby are authorized and empowered to execute and deliver, in the name of and on behalf of the Corporation, all documents, instruments, certificate, agreements and papers as he may deem advisable or necessary or proper to effect the Corporation's municipal bids or the transactions contemplated thereby; and further
>
> RESOLVED, that any Officer of the Corporation be and hereby is authorized and empowered, and to the extent necessary or advisable, directed, to attest the execution of any document executed pursuant to these resolutions, and to affix the seal of the Corporation thereto, and to certify under seal to any municipality the adoption of these resolutions; and further
>
> RESOLVED, that the authorizations granted under these Resolutions shall continue in full force and effect until successors to the foregoing representatives of the Corporation shall have been duly appointed or until the death, resignation or removal of each such representative.

IN WITNESS WHEREOF, the undersigned has signed this Certificate of Resolutions with effect this 8th day of January 2020.

Christopher J. Gannon, Secretary

POLYDYNE INC CORPORATE SEAL 1995 GEORGIA (SEAL)

I attest the authenticity of this copy of the Resolution of the Board of Directors. This resolution is still valid and in effect as of date signed.

Mark Schlag
Vice President Finance, Assistant-Secretary & Treasurer
Date: 9/26/2022

Polydyne Inc.
General Information

Federal Identification No.	**34-1810283**
State of Incorporation:	**Delaware**
Date of Incorporation:	**August 21, 1995**
Administrative Offices:	**P.O. Box 279, 1 Chemical Plant Road Riceboro, GA 31323**
Payment Address:	**P.O. Box 404642 Atlanta, GA 30384-4642**

Board of Directors

Pascal Remy, John Pittman, Peter Nichols

Officers

President	**John Pittman**
Secretary	**Christopher Gannon**
Vice President Finance, Assistant Secretary, Treasurer	**Mark Schlag**
Senior Vice President	**Boyd Stanley**
Vice President	**Ken Luke**

***Authorized Signers-Non Officers**

Bobby Wise	**Controller**

Ownership Disclosure

Corporation	Percent Ownership	Owner
Polydyne Inc.	**100**	**SNF Holding Company**
SNF Holding Company	**100**	**SPCM SA**
SPCM SA	**100**	**Mr. René PICH holds and controls 100% of the shares of SPCM SA, a company duly organized and existing under the laws of France, whose registered office is in ZAC de Milieux, Andrézieux, (42163), FRANCE, registered under the number 312 327 737 in the Commercial Registry of the town of Saint-Etienne (42000), FRANCE.**

Rev. 11/2020

☐ 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 Sr. Vice-President

Boyd Stanley 09/26/22

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 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. 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.**
Polydyne Inc.
Riceboro, GA 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 goods or services to be provided under the contract.**
FY23-001Water & Wastewater Treatment Chemicals

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

Boyd Stanley, Sr. Vice-President

Sworn to and subscribed before me, by the said Boyd Stanley, this the 26th day of September, 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*******

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:
2022-938119

Date Filed:
09/26/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Polydyne Inc.
Riceboro, GA 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.
FY23-001
Water & Wastewater Treatment Chemicals

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 Boyd Stanley, and my date of birth is April 10, 1960.

My address is 1 Chemical Plant Road (street), Riceboro (city), GA (state), 31323 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Liberty County, State of Georgia, on the 26th day of September (month), 2022 (year).

Boyd Stanley, Sr. Vice-President
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 October 5, 2022; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on October 6, 2022.**

Hand delivered Bids are to be submitted in a sealed envelope clearly marked:

Bid: Water & Wastewater Treatment Chemicals – Utilities Department
FY23-001

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

~~JEFFERSON~~ WATER PLANT JAR TEST DATA REPORT

FIPCO

POLYDYNE

OPERATIONS		
Output		MGD
Raw NTU		
Sett. NTU		
Tap NTU		
Raw pH		
Raw Alk.		ppm
Alum		ppm
Polymer		ppm
Ferric		ppm

Date: 9-28-2022 Time: 13:00 Operator: PaL Jim Peck

Polydyne rep: Marcus Gratz

	1	2	3	4	5	6
Chemicals ____ ppm	80	80	80	80		
POLYMER ppm	1.0	2.0	3.0	4.0		
Settled Turbidity	1.78	2.15	2.31	2.78		

10% STOCK SOLUTIONS

[ ] 1 ÷ _____ (SPEC GRAV) ÷ _____ (PURITY) = _____ mLs

POLYMER 1 ÷ _____ (SPEC GRAV) = _____ mLs

Add mLs of chemical to 100mL flask and fill to line with distilled water.

PROCEDURE

1. Record operational data.
2. Prepare stock solutions.
3. Fill jars with 1000 mL raw water.
4. Add stock solution amounts to each jar.
5. Flash mix for 2 min. @ 100 rpm.
6. Slow mix for 13 min. @ 20 rpm.
7. Turn mixer off. Let settle for 15 min.
8. Record settled NTU from top layer of each jar.

Alum purity- 0.48
Ferric purity - 0.12

0.1 mL stock solution = 1 ppm
0.5 mL stock solution = 5 ppm
1.0 mL stock solution = 10 ppm
2.0 mL stock solution = 20 ppm
5.0 mL stock solution = 50 ppm

NOTES

POLYDYNE

JEFFERSON WATER PLANT JAR TEST DATA REPORT

OPERATIONS

Output		MGD
Raw NTU	33	
Sett. NTU		
Tap NTU		
Raw pH		
Raw Alk.		ppm
Alum		ppm
Polymer		ppm
Ferric		ppm

Date: 9-28-2002 Time: 1100 Operator: Pache Juan Pache

Polydyne rep: MARCUS ORTIZ

	1	2	3	4	5	6
	House					
Chemicals: Alum ppm	30	30	30	30		
POLYMER ppm	3.0	3.0	2.0	4.0		
Settled Turbidity	3.94	3.98	2.65	3.22		

10% STOCK SOLUTIONS

[ ] 1 ÷ _____ (SPEC GRAV) ÷ _____ (PURITY) = _____ mLs

POLYMER 1 ÷ _____ (SPEC GRAV) = _____ mLs

Add mLs of chemical to 100mL flask and fill to line with distilled water.

PROCEDURE

1. Record operational data.
2. Prepare stock solutions.
3. Fill jars with 1000 mL raw water.
4. Add stock solution amounts to each jar.
5. Flash mix for 2 min. @ 100 rpm.
6. Slow mix for 13 min. @ 20 rpm.
7. Turn mixer off. Let settle for 15 min.
8. Record settled NTU from top layer of each jar.

Alum purity- 0.48
Ferric purity - 0.12

0.1 mL stock solution = 1 ppm
0.5 mL stock solution = 5 ppm
1.0 mL stock solution = 10 ppm
2.0 mL stock solution = 20 ppm
5.0 mL stock solution = 50 ppm

NOTES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/26/2022

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 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

EPIC Insurance Brokers & Consultants
1140 Avenue of the Americas – 8th Floor
New York, NY 10036

CONTACT NAME: Andrea Kim
PHONE (A/C, No, Ext): 212.293-6203 **FAX (A/C, No):** 212.488.0220
E-MAIL ADDRESS: andrea.kim@epicbrokers.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	IRONSHORE SPECIALTY INSURANCE COMPANY	25445
INSURER B:	HARTFORD FIRE INSURANCE COMPANY	19682
INSURER C:	HARTFORD ACCIDENT AND INDEMNITY COMPANY	22357
INSURER D:		
INSURER E:		
INSURER F:		

INSURED

Polydyne Inc.
One Chemical Plant Road
PO Box 250
Riceboro GA 31323

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	IEPICB5ZFB002	12/31/2021	12/31/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $500,000 $25,000 $1,000,000 $2,000,000 $2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Y	Y	10ABR30602	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			IEELCASB5ZFD002	12/31/2021	12/31/2022	EACH OCCURRENCE AGGREGATE $	$5,000,000 $5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	10WNR30600	12/31/2021	12/31/2022	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
A	POLLUTION LIABILITY	Y	Y	IEPICB5ZFB002	12/31/2021	12/31/2022	LIMIT: $1,000,000 DEDUCTIBLE; $250,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Laredo is included as Additional Insured where required by written contract with respects to liability arising out of the operations of the Named Insured as per terms and conditions of the policies.. Waiver of Subrogation applies as required by contract. Insurance coverage applies on a primary basis as required by contract.
RE: FY23-001 Water & Wastewater Treatment Chemicals
EXCESS POLICY PROVIDES EXCESS COVERAGE AFTER $1M POLLUTION LIABILITY
30 DAY CANCELLATION CLAUSE INCLUDED

CERTIFICATE HOLDER

City of Laredo
5512 Thomas Ave.
Laredo, TX 78041

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE 14

Andrea Kim

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AFFIDAVIT OF COMPLIANCE

Polydyne Inc. hereby affirms that Clarifloc C-308P meets the specifications of the National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 60 for liquid polymer, and the latest standard AWWA #B-451-16 of the American Water Works Association (AWWA).

CLARIFLOC C-308P contains no Acrylamide or Epichlorohydrin.

Polydyne Inc. hereby affirms that Clarifloc A-210P meets the specifications of the National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 60 for liquid polymer, and the latest standard AWWA #B-453-19 of the American Water Works Association (AWWA).

CLARIFLOC A-210P contains no Epichlorohydrin.

Product Bulletins and Safety Data Sheets for each product are attached.

The official NSF Listing, Safety Data Sheet and Product Data Sheet are attached

POLYDYNE INC.

Boyd Stanley
Vice-President

09/26/22
Date

The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of Monday, September 26, 2022 at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:
http://info.nsf.org/Certified/PwsChemicals/Listings.asp?Company=37260&Standard=060&

NSF/ANSI/CAN 60
Drinking Water Treatment Chemicals - Health Effects

Polydyne Incorporated
P.O. Box 279
Riceboro, GA 31323
United States
800-848-7659
Visit this company's website (http://www.polydyneinc.com)

Facility : Los Angeles, CA

Poly (Diallyldimethylammonium Chloride)(pDADMAC)

Trade Designation	*Product Function*	*Max Use*
Clarifloc® C-308P	Coagulation & Flocculation	50 mg/L
Clarifloc® C-318	Coagulation & Flocculation	25 mg/L
Clarifloc® C-318P	Coagulation & Flocculation	25mg/L
Clarifloc® C-328	Coagulation & Flocculation	83mg/L
Clarifloc® C-338	Coagulation & Flocculation	50 mg/L
Clarifloc® C-348	Coagulation & Flocculation	25 mg/L
Clarifloc® C-358	Coagulation & Flocculation	50 mg/L
Clarifloc® C-368	Coagulation & Flocculation	29mg/L
Clarifloc® C-378	Coagulation & Flocculation	50mg/L
Clarifloc® C-388	Coagulation & Flocculation	100mg/L
Clarifloc® C-4410	Coagulation & Flocculation	100mg/L
Clarifloc® C-4411	Coagulation & Flocculation	91mg/L
Clarifloc® C-4412	Coagulation & Flocculation	83mg/L
Clarifloc® C-4413	Coagulation & Flocculation	77mg/L
Clarifloc® C-4414	Coagulation & Flocculation	72mg/L
Clarifloc® C-4415	Coagulation & Flocculation	67mg/L
Clarifloc® C-4416	Coagulation & Flocculation	62mg/L
Clarifloc® C-4417	Coagulation & Flocculation	59mg/L
Clarifloc® C-4418	Coagulation & Flocculation	56mg/L
Clarifloc® C-4419	Coagulation & Flocculation	53mg/L
Clarifloc® C-4420	Coagulation & Flocculation	50mg/L
Clarifloc® C-4422	Coagulation & Flocculation	46mg/L
Clarifloc® C-4424	Coagulation & Flocculation	42mg/L
Clarifloc® C-4426	Coagulation & Flocculation	39mg/L
Clarifloc® C-4428	Coagulation & Flocculation	36mg/L
Clarifloc® C-4430	Coagulation & Flocculation	33mg/L
Clarifloc® C-4435	Coagulation & Flocculation	29mg/L
Clarifloc® C-4440	Coagulation & Flocculation	25mg/L
Clarifloc® LF-3541	Coagulation & Flocculation	100 mg/L

Polyacrylamide[PC]

Trade Designation	*Product Function*	*Max Use*
Clarifloc® A-6320	Coagulation & Flocculation	3mg/L
Clarifloc® N-120P	Coagulation & Flocculation	3mg/L
Clarifloc® N-6310	Coagulation & Flocculation	3 mg/L
FLOPAM™ EM 230 PWG	Coagulation & Flocculation	3mg/L
FLOPAM™ EM 235 PWG	Coagulation & Flocculation	3mg/L

[PC] Polyacrylamide Products Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Facility : Riceboro, GA

Miscellaneous Water Supply Products[1] [2]

Trade Designation	*Product Function*	*Max Use*
Flosperse 30 S	Well Cleaning Aid Well Drilling Aid	NA

[1] This product is designed to be flushed out prior to using the system for drinking water. The well is to be properly flushed and drained before being placed into service. This product is to be used according to the manufacturer's use instructions.

[2] These products are designed to be flushed out prior to using the system for drinking water. Before being placed into service, the well is to be properly flushed according to the manufacturer's use instructions. Certification of these products is based on the well drilling model with the following assumptions:
- The amount of well drilling fluid used is 3780 L (1000 U.S. gallons) to which the

drilling fluid has been added at the manufacturer's recommended level.
- The aquifer contains 3.1 million liters of water (815,000 gallons) based on a 0.5 acre aquifer of 6.1 meter depth (20 ft.) and 25% porosity.
- The bore hole is 61 meters in total depth (200 ft.), the screen is 6.1 meters in length (20 ft.), and the bore hole is 25.4 cm. in diameter (10 in.).
- The amount of well drilling fluid removed from the well during construction is equal to the combined volumes of the casing and the screen, plus an additional amount removed through the well disinfection and development (90% removed).
- This product should not be used in constructing wells in highly porous formations, such as cavernous limestone.

Poly (Diallyldimethylammonium Chloride)(pDADMAC)

Trade Designation	*Product Function*	*Max Use*
Clarifloc® C-308P	Coagulation & Flocculation	50mg/L
Clarifloc® C-318	Coagulation & Flocculation	25mg/L
Clarifloc® C-328	Coagulation & Flocculation	83mg/L
Clarifloc® C-338	Coagulation & Flocculation	50mg/L
Clarifloc® C-348	Coagulation & Flocculation	25mg/L
Clarifloc® C-358	Coagulation & Flocculation	50mg/L
Clarifloc® C-368	Coagulation & Flocculation	29mg/L
Clarifloc® C-378	Coagulation & Flocculation	50mg/L
Clarifloc® C-388	Coagulation & Flocculation	100mg/L
Clarifloc® C-398	Coagulation & Flocculation	29mg/L
Clarifloc® C-4408	Coagulation & Flocculation	125mg/L
Clarifloc® C-4410	Coagulation & Flocculation	100mg/L
Clarifloc® C-4411	Coagulation & Flocculation	91mg/L
Clarifloc® C-4412	Coagulation & Flocculation	83mg/L
Clarifloc® C-4413	Coagulation & Flocculation	77mg/L
Clarifloc® C-4414	Coagulation & Flocculation	72mg/L
Clarifloc® C-4415	Coagulation & Flocculation	67mg/L
Clarifloc® C-4416	Coagulation & Flocculation	62mg/L
Clarifloc® C-4417	Coagulation & Flocculation	59mg/L
Clarifloc® C-4418	Coagulation & Flocculation	56mg/L
Clarifloc® C-4419	Coagulation & Flocculation	53mg/L
Clarifloc® C-4420	Coagulation & Flocculation	50mg/L
Clarifloc® C-4422	Coagulation & Flocculation	46mg/L
Clarifloc® C-4424	Coagulation & Flocculation	42mg/L
Clarifloc® C-4426	Coagulation & Flocculation	39mg/L
Clarifloc® C-4428	Coagulation & Flocculation	36mg/L
Clarifloc® C-4430	Coagulation & Flocculation	33mg/L
Clarifloc® C-4435	Coagulation & Flocculation	29mg/L
Clarifloc® C-4440	Coagulation & Flocculation	25mg/L
Clarifloc® LF-3541	Coagulation & Flocculation	100mg/L
FBS 515C	Coagulation & Flocculation	50mg/L
FBS 587C	Coagulation & Flocculation	50mg/L
FBS 591C	Coagulation & Flocculation	50mg/L
FBS 592C	Coagulation & Flocculation	25mg/L

Polyacrylamide[PC]

Trade Designation	*Product Function*	*Max Use*
CLARIFLOC A-3345P	Coagulation & Flocculation	1mg/L
CLARIFLOC® C-6241 PWG	Coagulation & Flocculation	1mg/L
Clarifloc C-6270	Coagulation & Flocculation	3mg/L
Clarifloc® A-210P	Coagulation & Flocculation	3 mg/L
Clarifloc® A-3301	Coagulation & Flocculation	1 mg/L
Clarifloc® A-3308P	Coagulation & Flocculation	1 mg/L
Clarifloc® A-3310	Coagulation & Flocculation	1 mg/L
Clarifloc® A-3320	Coagulation & Flocculation	1 mg/L
Clarifloc® A-3333P	Coagulation & Flocculation	1 mg/L
Clarifloc® A-3340	Coagulation & Flocculation	1 mg/L
Clarifloc® A-3360	Coagulation & Flocculation	1mg/L
Clarifloc® A-6270	Coagulation & Flocculation	3mg/L
Clarifloc® A-6320	Coagulation & Flocculation	3 mg/L
Clarifloc® A-6330	Coagulation & Flocculation	3 mg/L
Clarifloc® A-6335	Coagulation & Flocculation	3mg/L
Clarifloc® A-6340	Coagulation & Flocculation	1 mg/L
Clarifloc® A-6355	Coagulation & Flocculation	3mg/L
Clarifloc® A-6360	Coagulation & Flocculation	3 mg/L
Clarifloc® A6351	Coagulation & Flocculation	3mg/L
Clarifloc® C-3203	Coagulation & Flocculation	1mg/L
Clarifloc® C-3205	Coagulation & Flocculation	1 mg/L
Clarifloc® C-3210	Coagulation & Flocculation	1 mg/L
Clarifloc® C-3223	Coagulation & Flocculation	1 mg/L
Clarifloc® C-3226	Coagulation & Flocculation	1mg/L
Clarifloc® C-3230	Coagulation & Flocculation	1 mg/L
Clarifloc® C-3257	Coagulation & Flocculation	1 mg/L
Clarifloc® C-3280	Coagulation & Flocculation	1 mg/L
Clarifloc® C-6203	Coagulation & Flocculation	1 mg/L
Clarifloc® C-6210	Coagulation & Flocculation	3 mg/L
Clarifloc® C-6215	Coagulation & Flocculation	3mg/L
Clarifloc® C-6220	Coagulation & Flocculation	3 mg/L
Clarifloc® C-6240	Coagulation & Flocculation	3 mg/L
Clarifloc® C-6242 PWG	Coagulation & Flocculation	1mg/L
Clarifloc® C-6257 PWG	Coagulation & Flocculation	3mg/L
Clarifloc® C-6260	Coagulation & Flocculation	3 mg/L
Clarifloc® C-6265 PWG	Coagulation & Flocculation	3mg/L
Clarifloc® C-6266 A PWG	Coagulation & Flocculation	3mg/L
Clarifloc® C-6266 PWG	Coagulation & Flocculation	3mg/L
Clarifloc® N-120P	Coagulation & Flocculation	3 mg/L
Clarifloc® N-3300P	Coagulation & Flocculation	1 mg/L

Clarifloc® N-6310	Coagulation & Flocculation	3 mg/L
FBS 7000PWG	Coagulation & Flocculation	3mg/L
FBS 930PWG	Coagulation & Flocculation	1mg/L
FBS A-103PWG	Coagulation & Flocculation	1mg/L
FBS A104PWG	Coagulation & Flocculation	3mg/L
FBS C1285PWG	Coagulation & Flocculation	3mg/L
FBS C294PWG	Coagulation & Flocculation	3mg/L
FBS C8415PWG	Coagulation & Flocculation	1mg/L
FBS-A192PWG	Coagulation & Flocculation	1mg/L
FLOPAM™ EM 533 PWG	Coagulation & Flocculation	3mg/L

[PC] Polyacrylamide Products Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Polyamines[PY]

Trade Designation	*Product Function*	*Max Use*
Clarifloc® C-309P	Coagulation & Flocculation	10mg/L
Clarifloc® C-319	Coagulation & Flocculation	10mg/L
Clarifloc® C-329	Coagulation & Flocculation	10mg/L
Clarifloc® C-339	Coagulation & Flocculation	10mg/L
Clarifloc® C-349	Coagulation & Flocculation	10mg/L
Clarifloc® C-359	Coagulation & Flocculation	10mg/L
Clarifloc® C-379	Coagulation & Flocculation	10mg/L
Clarifloc® C-389	Coagulation & Flocculation	10mg/L
Clarifloc® C-399	Coagulation & Flocculation	10mg/L
FLOQUAT™ FL 3050 PWG	Coagulation & Flocculation	10mg/L
PRP 3050	Coagulation & Flocculation	10mg/L

[PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Sodium Polyacrylate[1][2]

Trade Designation	*Product Function*	*Max Use*
Flosperse 30	Distillation Antiscalant Reverse Osmosis Antiscalant	20mg/L

[1] This product is designed to be flushed out prior to using the system for drinking water. The well is to be properly flushed and drained before being placed into service. This product is to be used according to the manufacturer's use instructions.

[2] These products are designed to be flushed out prior to using the system for drinking water. Before being placed into service, the well is to be properly flushed according to the manufacturer's use instructions. Certification of these products is based on the well drilling model with the following assumptions:
- The amount of well drilling fluid used is 3780 L (1000 U.S. gallons) to which the drilling fluid has been added at the manufacturer's recommended level.
- The aquifer contains 3.1 million liters of water (815,000 gallons) based on a 0.5 acre aquifer of 6.1 meter depth (20 ft.) and 25% porosity.
- The bore hole is 61 meters in total depth (200 ft.), the screen is 6.1 meters in length (20 ft.), and the bore hole is 25.4 cm. in diameter (10 in.).
- The amount of well drilling fluid removed from the well during construction is equal to the combined volumes of the casing and the screen, plus an additional amount removed through the well disinfection and development (90% removed).
- This product should not be used in constructing wells in highly porous formations, such as cavernous limestone.

Facility : Dolton, IL

Poly (Diallyldimethylammonium Chloride)(pDADMAC)

Trade Designation	*Product Function*	*Max Use*
Clarifloc® C-308P	Coagulation & Flocculation	50mg/L
Clarifloc® C-318	Coagulation & Flocculation	25mg/L
Clarifloc® C-328	Coagulation & Flocculation	83mg/L
Clarifloc® C-378	Coagulation & Flocculation	50mg/L
Clarifloc® C-4408	Coagulation & Flocculation	125mg/L
Clarifloc® C-4410	Coagulation & Flocculation	100mg/L
Clarifloc® C-4411	Coagulation & Flocculation	91mg/L
Clarifloc® C-4412	Coagulation & Flocculation	83mg/L
Clarifloc® C-4413	Coagulation & Flocculation	77mg/L
Clarifloc® C-4414	Coagulation & Flocculation	72mg/L
Clarifloc® C-4415	Coagulation & Flocculation	67mg/L
Clarifloc® C-4416	Coagulation & Flocculation	62mg/L
Clarifloc® C-4417	Coagulation & Flocculation	59mg/L
Clarifloc® C-4418	Coagulation & Flocculation	56mg/L
Clarifloc® C-4419	Coagulation & Flocculation	53mg/L
Clarifloc® C-4420	Coagulation & Flocculation	50mg/L
Clarifloc® C-4422	Coagulation & Flocculation	46mg/L
Clarifloc® C-4424	Coagulation & Flocculation	42mg/L
Clarifloc® C-4426	Coagulation & Flocculation	39mg/L
Clarifloc® C-4428	Coagulation & Flocculation	36mg/L
Clarifloc® C-4430	Coagulation & Flocculation	33mg/L
Clarifloc® C-4435	Coagulation & Flocculation	29mg/L
Clarifloc® C-4440	Coagulation & Flocculation	25mg/L
Clarifloc® LF-3541	Coagulation & Flocculation	100mg/L

Facility : Plaquemine, LA

Polyacrylamide[PC]

Trade Designation	*Product Function*	*Max Use*
Clarifloc A-210P	Coagulation & Flocculation	3mg/L

[PC] Polyacrylamide Products Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Facility : Pearlington, MS

Poly (Diallyldimethylammonium Chloride)(pDADMAC)

Trade Designation	*Product Function*	*Max Use*
Clarifloc® C-308P	Coagulation & Flocculation	50mg/L
Clarifloc® C-318	Coagulation & Flocculation	25mg/L
Clarifloc® C-328	Coagulation & Flocculation	83mg/L
Clarifloc® C-338	Coagulation & Flocculation	50mg/L
Clarifloc® C-348	Coagulation & Flocculation	25mg/L
Clarifloc® C-358	Coagulation & Flocculation	50mg/L
Clarifloc® C-368	Coagulation & Flocculation	29mg/L
Clarifloc® C-378	Coagulation & Flocculation	50mg/L
Clarifloc® C-388	Coagulation & Flocculation	100mg/L
Clarifloc® C-398	Coagulation & Flocculation	29mg/L
Clarifloc® C-4135	Coagulation & Flocculation	29mg/L
Clarifloc® C-4408	Coagulation & Flocculation	125mg/L
Clarifloc® C-4410	Coagulation & Flocculation	100mg/L
Clarifloc® C-4411	Coagulation & Flocculation	91mg/L
Clarifloc® C-4412	Coagulation & Flocculation	83mg/L
Clarifloc® C-4413	Coagulation & Flocculation	77mg/L
Clarifloc® C-4414	Coagulation & Flocculation	71mg/L
Clarifloc® C-4415	Coagulation & Flocculation	67mg/L
Clarifloc® C-4416	Coagulation & Flocculation	62mg/L
Clarifloc® C-4417	Coagulation & Flocculation	59mg/L
Clarifloc® C-4418	Coagulation & Flocculation	56mg/L
Clarifloc® C-4419	Coagulation & Flocculation	53mg/L
Clarifloc® C-4420	Coagulation & Flocculation	50mg/L
Clarifloc® C-4422	Coagulation & Flocculation	46mg/L
Clarifloc® C-4424	Coagulation & Flocculation	42mg/L
Clarifloc® C-4426	Coagulation & Flocculation	39mg/L
Clarifloc® C-4428	Coagulation & Flocculation	36mg/L
Clarifloc® C-4430	Coagulation & Flocculation	33mg/L
Clarifloc® C-4435	Coagulation & Flocculation	29mg/L
Clarifloc® C-4440	Coagulation & Flocculation	25mg/L
Clarifloc® LF-3541	Coagulation & Flocculation	100mg/L
FBS 515C	Coagulation & Flocculation	50mg/L
FBS 521N	Coagulation & Flocculation	50mg/L

Polyamines[PY]

Trade Designation	*Product Function*	*Max Use*
Clarifloc® C-309D	Coagulation & Flocculation	32mg/L
Clarifloc® C-309P	Coagulation & Flocculation	10mg/L
Clarifloc® C-319	Coagulation & Flocculation	20mg/L
Clarifloc® C-329	Coagulation & Flocculation	20mg/L
Clarifloc® C-339	Coagulation & Flocculation	10mg/L
Clarifloc® C-349	Coagulation & Flocculation	10mg/L
Clarifloc® C-359	Coagulation & Flocculation	10mg/L
Clarifloc® C-379	Coagulation & Flocculation	20mg/L
Clarifloc® C-389	Coagulation & Flocculation	10mg/L
Clarifloc® C-399	Coagulation & Flocculation	10mg/L
FLOQUAT™ FL 3050 PWG	Coagulation & Flocculation	10mg/L
PRP 3050	Coagulation & Flocculation	10mg/L

[PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Number of matching Manufacturers is 1

Number of matching Products is 201

Processing time was 1 seconds

SNF POLYDYNE

CLARIFLOC C-308P POLYMER

CHARACTERISTICS

CLARIFLOC C-308P polymer is a low molecular weight, homopolymer of diallyldimethylammonium chloride. It is an effective organic coagulant for water clarification in a variety of municipal applications. CLARIFLOC C-308P can partially or totally replace alum, ferric, lime and other inorganic coagulants, thereby reducing sludge volume. Unlike inorganics, it is effective over very wide pH ranges. CLARIFLOC C-308P is **NSF certified** for clarification of potable water at dosages up to 50 mg/L.

TYPICAL PROPERTIES

Physical Form	Clear Amber Liquid
Density	8.4 - 8.9 Lbs/Gal
Freezing Point	25 F. (-4 C.)
Solubility	Totally Water Soluble

PREPARATION AND FEEDING

CLARIFLOC C-308P is a solution polymer which can be diluted to any convenient concentration for feeding. No special make-down or activation procedures are necessary. The polymer can be diluted in-line using a static mixer or in a stirred vessel. Diluting to 1-10% is highly recommended for all clarification applications because the coagulant will be distributed more efficiently into the system with less chance of overdose.

MATERIALS OF CONSTRUCTION

Crosslinked polyethylene, fiberglass, stainless steel and lined mild steel are the preferred materials of construction for bulk tanks. Unlined mild steel, black iron, galvanized steel, or copper are not recommended in any part of the polymer feed system. Stainless steel or PVC are the best choice for pump heads and feed lines.

MANUFACTURING SPECIFICATIONS

Specific Gravity	1.03 - 1.05
% Active	19.0 - 22.0
Product Viscosity	80 - 180 cPs
Product pH	5.0 - 7.0

HANDLING AND STORAGE

CLARIFLOC C-308P has a suggested in-plant storage life of one year in unopened drums. For best results, store at 40-90 F. Protect from freezing. If the product freezes, allow it to warm up in a heated area and thaw thoroughly before attempting to use it. For spills of CLARIFLOC C-308P, sprinkle sawdust or vermiculite over the spill area and sweep the material into approved chemical disposal containers.

PRODUCT SAFETY INFORMATION

CLARIFLOC C-308P is a mildly acidic product that can irritate the skin and eyes, so gloves, rubber apron and goggles should be worn during the handling of this product. Anyone responsible for the procurement, use or disposal of this product should familiarize themselves with the appropriate safety and handling information outlined in the **POLYDYNE** Material Safety Data Sheet. In the event of an emergency with CLARIFLOC C-308P, contact Chemtrec anytime day or night at (800) 424-9300.

SHIPPING

CLARIFLOC C-308P Polymer is shipped in 55 gallon drums containing 450 pounds net and 275 gallon totes containing 2300 pounds net. Bulk quantities are also available.

ADDITIONAL INFORMATION

To place an order or obtain technical information from any location in the continental United States, call toll free:

(800) 848-7659

For additional information, please refer to the Safety Data Sheet (SDS)

All statements, information and data given herein are believed to be accurate, but are presented without warranty, expressed or implied. Statements concerning possible use are made without representation or warranty that any such use is free of patent infringement, and is not a recommendation to infringe on any patent. The user should not assume that all safety measures are indicated or that other measures may not be required. Any determination of the suitability of a particular product for any use contemplated by the user is the sole responsibility of the user.

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SNF POLYDYNE

SAFETY DATA SHEET

According to U.S. Code of Federal Regulations 29 CFR 1910.1200, Hazard Communication.

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product Identifier

Product name: **CLARIFLOC™ C-308P**

Type of product: Mixture.

1.2. Relevant identified uses of the substance or mixture and uses advised against

Identified uses: Processing aid for industrial applications.

Uses advised against: None.

1.3. Details of the supplier of the safety data sheet

Company: Polydyne Inc.
1 Chemical Plant Road
PO BOX 279, Riceboro, GA 31323
United States

Telephone: 1-800-848-7659

Telefax: (912)-884-8770

E-mail address: -

1.4. Emergency telephone number

24-hour emergency number: 1-800-424-9300

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

Classification according to paragraph (d) of 29 CFR 1910.1200:

Not classified.

2.2. Label elements

Labelling according to paragraph (f) of 29 CFR 1910.1200:

Hazard symbol(s): None.

Signal word: None.

Hazard statement(s): None.

Precautionary statement(s): None.

2.3. Other hazards

Spills produce extremely slippery surfaces.

SECTION 3: Composition/information on ingredients

3.1. Substances
Not applicable, this product is a mixture.

3.2. Mixtures

Hazardous components
Contains no reportable hazardous substances.

SECTION 4: First aid measures

4.1. Description of first aid measures

Inhalation:
Move to fresh air. No hazards which require special first aid measures.

Skin contact:
Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes. In case of persistent skin irritation, consult a physician.

Eye contact:
Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Alternatively, rinse immediately with Diphoterine ®. Get prompt medical attention.

Ingestion:
Rinse mouth with water. Do NOT induce vomiting. Get medical attention immediately if symptoms occur.

4.2. Most important symptoms and effects, both acute and delayed

None under normal use.

4.3. Indication of any immediate medical attention and special treatment needed

None reasonably foreseeable.

Other information:
None.

SECTION 5: Firefighting measures

5.1. Extinguishing media

Suitable extinguishing media:
Water. Water spray. Foam. Carbon dioxide (CO2). Dry powder.
Warning! Spills produce extremely slippery surfaces.

Unsuitable extinguishing media:
None known.

5.2. Special hazards arising from the substance or mixture

Hazardous decomposition products:
Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NOx), carbon oxides (COx). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

5.3. Advice for firefighters

Protective measures:
Wear self-contained breathing apparatus and protective suit.

Other information:
Spills produce extremely slippery surfaces.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

Personal precautions:
Do not touch or walk through spilled material. Spills produce extremely slippery surfaces.

Protective equipment:
Wear adequate personal protective equipment (see Section 8 Exposure Controls/Personal Protection).

Emergency procedures:
Keep people away from spill/leak. Prevent further leakage or spillage if safe to do so.

6.2. Environmental precautions

Do not contaminate water.

6.3. Methods and material for containment and cleaning up

Small spills:
Do not flush with water.Soak up with inert absorbent material. Sweep up and shovel into suitable containers for disposal.

Large spills:
Do not flush with water.Dam up. Soak up with inert absorbent material. Clean up promptly by scoop or vacuum.

Residues:
After cleaning, flush away traces with water.

6.4. Reference to other sections

SECTION 7: Handling and storage; SECTION 8: Exposure controls/personal protection; SECTION 13: Disposal considerations;

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Avoid contact with skin and eyes. Renders surfaces extremely slippery when spilled. When using, do not eat, drink or smoke.

7.2. Conditions for safe storage, including any incompatibilities

Keep away from heat and sources of ignition. Freezing will affect the physical condition and may damage the material.

7.3. Specific end use(s)

This information is not available.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Occupational exposure limits:
None known.

8.2. Exposure controls

Appropriate engineering controls:

Use local exhaust if misting occurs. Natural ventilation is adequate in absence of mists.

Individual protection measures, such as personal protective equipment:

a) Eye/face protection:
Safety glasses with side-shields. Use equipment for eye protection tested and approved under appropriate government standards such as NIOSH (US) or EN 166 (EU).

b) Skin protection:
i) Hand protection: PVC or other plastic material gloves. Be aware that liquid may permeate gloves, frequent change is advised. Suitable gloves can be recommended by the glove supplier. The selected protective gloves have to satisfy the specifications of EU Directive 89/689/EEC and the standard EN 374 derived from it.
ii) Other: Wear coveralls and/or chemical apron and rubber footwear where physical contact can occur. The type of protective equipment must be selected according to the concentration and amount of the dangerous substance at the specific workplace.

c) Respiratory protection:
No personal respiratory protective equipment normally required.

d) Additional advice:
Wash hands before breaks and at the end of workday. Wash hands before breaks and immediately after handling the product. Handle in accordance with good industrial hygiene and safety practice.

Environmental exposure controls:

Do not allow uncontrolled discharge of product into the environment.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

a) Appearance:	Clear to slightly yellow liquid.
b) Odour:	None.
c) Odour Threshold:	Not applicable.
d) pH:	3 - 7 (See Technical Bulletin or Product Specifications for a more precise value, if available)
e) Melting point/freezing point:	< 5°C
f) Initial boiling point and boiling range:	> 100°C
g) Flash point:	Does not flash.
h) Evaporation rate:	No data available.
i) Flammability (solid, gas):	Not applicable.
j) Upper/lower flammability or explosive limits:	Not expected to create explosive atmospheres.
k) Vapour pressure:	2.3 kPa @ 20°C
l) Vapour density:	0.804 g/L @ 20°C
m) Relative density:	1.0 - 1.2 (See Technical Bulletin or Product Specifications for a more precise value, if available)
n) Solubility(ies):	Completely miscible.
o) Partition coefficient:	< 0
p) Autoignition temperature:	Does not self-ignite (based on the chemical structure).
q) Decomposition temperature:	> 150°C
r) Viscosity:	See Technical Bulletin.
s) Explosive properties:	Not expected to be explosive based on the chemical structure.
t) Oxidizing properties:	Not expected to be oxidising based on the chemical structure.

9.2. Other information

None.

SECTION 10: Stability and reactivity

10.1. Reactivity

Stable under recommended storage conditions.

10.2. Chemical stability

Stable under recommended storage conditions.

10.3. Possibility of hazardous reactions

None known.

10.4. Conditions to avoid

Protect from frost, heat and sunlight.

10.5. Incompatible materials

None known.

10.6. Hazardous decomposition products

Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NOx), carbon oxides (COx). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Information on the product as supplied:

Acute oral toxicity:	LD50/oral/rat > 5000 mg/kg
Acute dermal toxicity:	LD50/dermal/rat > 5000 mg/kg.
Acute inhalation toxicity:	Testing by the inhalation route is inappropriate because exposure of humans via inhalation is unlikely: the substance has no vapour pressure and there is practically no exposure to inhalable aerosols.
Skin corrosion/irritation:	Not irritating.
Serious eye damage/eye irritation:	Slightly irritating.
Respiratory/skin sensitisation:	Not sensitizing to skin. No respiratory sensitization has been observed in the workplace.
Mutagenicity:	Not mutagenic.
Carcinogenicity:	By analogy with similar substances, this substance is not expected to be carcinogenic.
Reproductive toxicity:	By analogy with similar substances, this substance is not expected to be toxic for reproduction.

STOT - Single exposure:	No known effects.
STOT - Repeated exposure:	No known effect.
Aspiration hazard:	No hazards resulting from the material as supplied.

SECTION 12: Ecological information

12.1. Toxicity

Information on the product as supplied:

Acute toxicity to fish:	LC50/Danio rerio/96 hours > 100 mg/L
Acute toxicity to invertebrates:	EC50/Daphnia magna/48 hours > 100 mg/L
Acute toxicity to algae:	Algal inhibition tests are not appropriate. The flocculation characteristics of the product interfere directly in the test medium preventing homogenous distribution which invalidates the test.
Chronic toxicity to fish:	No data available.
Chronic toxicity to invertebrates:	No data available.
Toxicity to microorganisms:	EC0/activated sludge/0.5 hours = 1000 mg/L (OECD 209)
Effects on terrestrial organisms:	Exposure to soil is unlikely.
Sediment toxicity:	Exposure to sediment is unlikely.

12.2. Persistence and degradability

Information on the product as supplied:

Degradation:	Not readily biodegradable.
Hydrolysis:	Does not hydrolyse.
Photolysis:	No data available.

12.3. Bioaccumulative potential

Information on the product as supplied:

Not bioaccumulating.

Partition co-efficient (Log Pow):	< 0

Bioconcentration factor (BCF): ~0

12.4. Mobility in soil

Information on the product as supplied:

Exposure to soil is not to be expected.

Koc: ~0

12.5. Other adverse effects

None known.

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste from residues/unused products:

Dispose in accordance with local and national regulations.

Contaminated packaging:

Rinse empty containers with water and use the rinse-water to prepare the working solution. If recycling is not practicable, dispose of in compliance with local regulations.

Recycling:

Store containers and offer for recycling of material when in accordance with the local regulations.

SECTION 14: Transport information

Land transport (DOT)

Not classified.

Sea transport (IMDG)

Not classified.

Air transport (IATA)

Not classified.

SECTION 15: Regulatory information

15.1. Safety, health and environmental regulations/legislation specific for the substance or mixture

Information on the product as supplied:

TSCA Chemical Substances Inventory:

All components of this product are either listed as active on the inventory or are exempt from listing.

US SARA Reporting Requirements:

SARA (Section 311/312) hazard class:
Not concerned.

SARA Title III Sections:

Section 302 (TPQ) - Reportable Quantity:
Not concerned.

Section 304 - Reportable Quantity:
Not concerned.

Section 313 (De minimis concentration):
Not concerned.

Clean Water Act

Section 311 Hazardous Substances (40 CFR 117.3) - Reportable Quantity:
Not concerned.

Clean Air Act

Section 112(r) Accidental release prevention requirements (40 CFR 68) - Reportable Quantity:
Not concerned.

CERCLA

Hazardous Substances List (40 CFR 302.4) - Reportable Quantity:
Not concerned.

RCRA status :

Not RCRA hazardous.

California Proposition 65 Information:

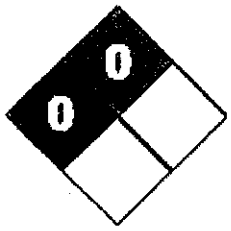
Not concerned.

SECTION 16: Other information

NFPA and HMIS Ratings:

NFPA:

Health:	0
Flammability:	0
Instability:	0



HMIS:

Health:	0
Flammability:	0
Physical Hazard:	0
PPE Code:	B

This data sheet contains changes from the previous version in section(s):

SECTION 5. Fire-fighting measures, SECTION 8. Exposure controls/personal protection, SECTION 10. Stability and reactivity, SECTION 15. Regulatory information, SECTION 16. Other Information.

Key or legend to abbreviations and acronyms used in the safety data sheet:

Acronyms
STOT = Specific target organ toxicity

Training advice:

Do not handle until all safety precautions have been read and understood.

This SDS was prepared in accordance with the following:

U.S. Code of Federal Regulations 29 CFR 1910.1200

Version: 22.01.a

LDCC010A

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

SNF POLYDYNE

CLARIFLOC A-210P POLYMER

PRINCIPAL USES

CLARIFLOC A-210P is a medium charge polyacrylamide in emulsion form that is used as a flocculant in a wide variety of municipal wastewater treatment applications. It has been successfully applied in all liquid/solids separation systems including clarifica-tion, thickening, and dewatering. CLARIFLOC A-210P is NSF certified for clarification of potable water at dosages up to 3.0 mg/L.

TYPICAL PROPERTIES

Physical Form	Clear to Milky White Liquid
Density	8.7 - 8.9 Lbs/Gal
Anionicity	30 %
Active Polyacrylamide Min.	29%
Viscosity (0.5% Sol'n)	600-1200 cPs
Freezing Point	7 F. (-14 C.)

PREPARATION AND FEEDING

CLARIFLOC A-210P is a single component emulsion polymer that must be pre-diluted in water before use. In most cases, this product should not be applied neat. One method for dilution is adding the neat polymer into the vortex of a mixed tank at a concentration between 0.25-1.0% polymer (0.5% is optimum) by weight. The polymer can also be injected through a number of commercially available systems that provide in-line mechanical mixing. The best feed systems use initial high energy mixing (>1000 rpm) for a short time (<30 sec) to achieve good dispersion followed by low energy mixing (<400 rpm) for a longer time (10-30 min). Polymer solutions should be aged for 15-60 minutes for best results. Solution shelf life is 8-16 hours.

MATERIALS OF CONSTRUCTION

Cross-linked polyethylene, fiberglass, stainless steel or lined steel are the preferred materials of construction for bulk tanks. Avoid natural rubber and Buna-N gaskets as these materials swell when placed in contact with neat polymer. Unlined mild steel, black iron, galvanized steel, copper or brass are not recommended in any part of the feed system. Stainless steel, Viton or Teflon are the best choices for pump heads. For feed lines, use PVC or reinforced Tygon tubing.

MANUFACTURING SPECIFICATIONS

Total Solids	34 - 41 %
Residual AcAm	< 500 ppm
Neat Viscosity	500 - 2000 cPs
UL Viscosity	7.5 - 9.3 cPs

HANDLING AND STORAGE

Suggested in-plant storage life is 6 months in unopened drums. For best results, store at 50-80 F. Bulk tanks should be mixed by periodically recirculating the contents bottom to top. Bulk tanks can also be fitted with an agitator type mixer that reaches the bottom 2 feet of the tank. Drums and bins should be mixed very well before first use and weekly after that. Do not allow emulsion polymers to freeze. Should freezing occur, allow the product to thaw thoroughly in a heated area and mix well before attempting to use it. For spills of CLARIFLOC A-210P, sprinkle vermiculite or equivalent absorbant over the spill area and sweep the material into approved chemical disposal containers. Do not spray water onto a spill because the resulting gel is very difficult to clean up.

SAFETY INFORMATION

CLARIFLOC A-210P is a mildly acidic product that can irritate the skin and eyes and should be handled accordingly. Gloves, goggles and apron are highly recommended. Anyone responsible for the procurement, use or disposal of this product should familiarize themselves with the appropriate safety and handling precautions involved. Such information is outlined in the POLYDYNE Material Safety Data Sheet. In the event of an emergency with this product, contact Chemtrec anytime day or night at (800) 424-9300.

SHIPPING

CLARIFLOC A-210P Polymer is shipped in 55 gallon drums containing 450 pounds net or in 275 gallon totes containing 2300 pounds net. Bulk quantities are also available.

ADDITIONAL INFORMATION

To place an order or obtain technical information from anywhere in the continental United States, call toll free:

(800) 848-7659

For additional information, please refer to the Safety Data Sheet (SDS)

All statements, information and data given herein are believed to be accurate, but are presented without warranty, expressed or implied. Statements concerning possible use are made without representation or warranty that any such use is free of patent infringement, and is not a recommendation to infringe on any patent. The user should not assume that all safety measures are indicated or that other measures may not be required. Any determination of the suitability of a particular product for any use contemplated by the user is the sole responsibility of the user.

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SNF POLYDYNE

SAFETY DATA SHEET

According to U.S. Code of Federal Regulations 29 CFR 1910.1200, Hazard Communication.

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product name: **CLARIFLOC™ A-210P**

Type of product: Mixture.

1.2. Relevant identified uses of the substance or mixture and uses advised against

Identified uses: Processing aid for industrial applications.

Uses advised against: None.

1.3. Details of the supplier of the safety data sheet

Company: Polydyne Inc.
1 Chemical Plant Road
PO BOX 279, Riceboro, GA 31323
United States

Telephone: 1-800-848-7659

Telefax: (912)-884-8770

E-mail address: -

1.4. Emergency telephone number

24-hour emergency number: 1-800-424-9300

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

Classification according to paragraph (d) of 29 CFR 1910.1200:

Not classified.

2.2. Label elements

Labelling according to paragraph (f) of 29 CFR 1910.1200:

Hazard symbol(s):	None.
Signal word:	None.
Hazard statement(s):	None.
Precautionary statement(s):	None.

2.3. Other hazards

Spills produce extremely slippery surfaces.

SECTION 3: Composition/information on ingredients

3.1. Substances
Not applicable, this product is a mixture.

3.2. Mixtures

Hazardous components

Distillates (petroleum), hydrotreated light

Concentration/ -range:	20 - 45%
CAS Number:	64742-47-8
Classification according to paragraph (d) of 29 CFR 1910.1200:	Asp. Tox. 1;H304

Notes
Does not result in classification of the mixture if the kinematic viscosity is greater than 20.5 mm²/s measured at 40°C.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Concentration/ -range:	< 5%
CAS Number:	69011-36-5
Classification according to paragraph (d) of 29 CFR 1910.1200:	Acute Tox. 4;H302, Eye Dam. 1;H318

For explanation of abbreviations see section 16

SECTION 4: First aid measures

4.1. Description of first aid measures

Inhalation:
Move to fresh air. No hazards which require special first aid measures.

Skin contact:
Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes. In case of persistent skin irritation, consult a physician.

Eye contact:
Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Alternatively, rinse immediately with Diphoterine ®. Get prompt medical attention.

Ingestion:
Rinse mouth with water. Do NOT induce vomiting. Call a physician or poison control centre immediately.

4.2. Most important symptoms and effects, both acute and delayed

None under normal use.

4.3. Indication of any immediate medical attention and special treatment needed

None reasonably foreseeable.

Other information:
None.

SECTION 5: Firefighting measures

5.1. Extinguishing media

Suitable extinguishing media:
Water. Water spray. Foam. Carbon dioxide (CO2). Dry powder.
Warning! Spills produce extremely slippery surfaces.

Unsuitable extinguishing media:
None known.

5.2. Special hazards arising from the substance or mixture

Hazardous decomposition products:
Thermal decomposition may produce: nitrogen oxides (NOx), carbon oxides (COx). Ammonia (NH3). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

5.3. Advice for firefighters

Protective measures:
Wear self-contained breathing apparatus and protective suit.

Other information:
Spills produce extremely slippery surfaces.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

Personal precautions:
Avoid contact with skin and eyes. Spills produce extremely slippery surfaces. Do not touch or walk through spilled material.

Protective equipment:
Wear adequate personal protective equipment (see Section 8 Exposure Controls/Personal Protection).

Emergency procedures:
Keep people away from spill/leak. Prevent further leakage or spillage if safe to do so.

6.2. Environmental precautions

As with all chemical products, do not flush into surface water.

6.3. Methods and material for containment and cleaning up

Small spills:
Do not flush with water.Soak up with inert absorbent material. Sweep up and shovel into suitable containers for disposal.

Large spills:
Do not flush with water.Dam up. Soak up with inert absorbent material. Clean up promptly by scoop or vacuum.

Residues:
After cleaning, flush away traces with water.

6.4. Reference to other sections

SECTION 7: Handling and storage; SECTION 8: Exposure controls/personal protection; SECTION 13: Disposal considerations;

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Avoid contact with skin and eyes. Renders surfaces extremely slippery when spilled. When using, do not eat, drink or smoke.

7.2. Conditions for safe storage, including any incompatibilities

Keep away from heat and sources of ignition. Freezing will affect the physical condition and may damage the material. Incompatible with oxidizing agents.

7.3. Specific end use(s)

This information is not available.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Occupational exposure limits:

Distillates (petroleum), hydrotreated light
ACGIH: 200 mg/m³ (8 hours) (vapors)

8.2. Exposure controls

Appropriate engineering controls:

Use local exhaust if misting occurs. Natural ventilation is adequate in absence of mists.

Individual protection measures, such as personal protective equipment:

a) Eye/face protection:
Safety glasses with side-shields. Use equipment for eye protection tested and approved under appropriate government standards such as NIOSH (US) or EN 166 (EU).

b) Skin protection:
i) Hand protection: PVC or other plastic material gloves. Be aware that liquid may permeate gloves, frequent change is advised. Suitable gloves can be recommended by the glove supplier. The selected protective gloves have to satisfy the specifications of EU Directive 89/689/EEC and the standard EN 374 derived from it.
ii) Other: Wear coveralls and/or chemical apron and rubber footwear where physical contact can occur. The type of protective equipment must be selected according to the concentration and amount of the dangerous substance at the specific workplace.

c) Respiratory protection:
Breathing apparatus needed only when aerosol or mist is formed. Use respirators and components tested and approved under appropriate government standards such as NIOSH (US) or CEN (EU).

d) Additional advice:
Wash hands before breaks and at the end of workday. Wash hands before breaks and immediately after handling the product. Handle in accordance with good industrial hygiene and safety practice.

Environmental exposure controls:

Do not allow uncontrolled discharge of product into the environment.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

a) Appearance:	Viscous liquid, Milky.
b) Odour:	Aliphatic.
c) Odour Threshold:	No data available.
d) pH:	Not applicable.
e) Melting point/freezing point:	< 5°C
f) Initial boiling point and boiling range:	> 100°C
g) Flash point:	Does not flash.

h) Evaporation rate:	No data available.
i) Flammability (solid, gas):	Not applicable.
j) Upper/lower flammability or explosive limits:	Not expected to create explosive atmospheres.
k) Vapour pressure:	2.3 kPa @ 20°C
l) Vapour density:	0.804 g/L @ 20°C
m) Relative density:	1.0 - 1.2 (See Technical Bulletin or Product Specifications for a more precise value, if available)
n) Solubility(ies):	Completely miscible.
o) Partition coefficient:	Not applicable.
p) Autoignition temperature:	No data available.
q) Decomposition temperature:	> 150°C
r) Viscosity:	> 20.5 mm²/s @ 40°C
s) Explosive properties:	Not expected to be explosive based on the chemical structure.
t) Oxidizing properties:	Not expected to be oxidising based on the chemical structure.

9.2. Other information

None.

SECTION 10: Stability and reactivity

10.1. Reactivity

Stable under recommended storage conditions.

10.2. Chemical stability

Stable under recommended storage conditions.

10.3. Possibility of hazardous reactions

None known.

10.4. Conditions to avoid

Protect from frost, heat and sunlight.

10.5. Incompatible materials

Incompatible with oxidizing agents.

10.6. Hazardous decomposition products

Thermal decomposition may produce: nitrogen oxides (NOx), carbon oxides (COx). Ammonia (NH3). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Information on the product as supplied:

Acute oral toxicity:	LD50/oral/rat > 5000 mg/kg (Estimated)
Acute dermal toxicity:	LD50/dermal/rat > 5000 mg/kg. (Estimated)
Acute inhalation toxicity:	The product is not expected to be toxic by inhalation.
Skin corrosion/irritation:	Non-irritating to skin.
Serious eye damage/eye irritation:	Not irritating. (OECD 437)
Respiratory/skin sensitisation:	Not sensitizing.
Mutagenicity:	Not mutagenic.
Carcinogenicity:	Not carcinogenic.
Reproductive toxicity:	Not toxic for reproduction.
STOT - Single exposure:	No known effects.
STOT - Repeated exposure:	No known effect.
Aspiration hazard:	Due to the viscosity, this product does not present an aspiration hazard.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Acute oral toxicity:	LD50/oral/rat > 5000 mg/kg (OECD 401)
Acute dermal toxicity:	LD50/dermal/rabbit > 5000 mg/kg (OECD 402)
Acute inhalation toxicity:	LC0/inhalation/4 hours/rat >= 4951 mg/m³ (vapors) (OECD 403) (Based on results obtained from tests on analogous products)
Skin corrosion/irritation:	Not irritating. (OECD 404) Repeated exposure may cause skin dryness or cracking.
Serious eye damage/eye irritation:	Not irritating. (OECD 405)

Respiratory/skin sensitisation: By analogy with similar products, this product is not expected to be sensitizing. (OECD 406)

Mutagenicity: Not mutagenic. (OECD 471, 473, 474, 476, 478, 479)

Carcinogenicity: Carcinogenicity study in rats (OECD 451): Negative.

Reproductive toxicity: By analogy with similar substances, this substance is not expected to be toxic for reproduction.
NOAEL/rat = 300 ppm. (OECD 421)

STOT - Single exposure: No known effects.

STOT - Repeated exposure: Based on available data, product is not expected to demonstrate chronic toxic effects.
NOAEL/oral/rat/90 days >= 3000 mg/kg/day (OECD 408) (Based on results obtained from tests on analogous products)

Aspiration hazard: May be fatal if swallowed and enters airways.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Acute oral toxicity: LD50/oral/rat = 500 - 2000 mg/kg

Acute dermal toxicity: LD50/dermal/rabbit > 2000 mg/kg

Acute inhalation toxicity: No data available.

Skin corrosion/irritation: Not irritating. (OECD 404)

Serious eye damage/eye irritation: Causes serious eye irritation. (OECD 405)

Respiratory/skin sensitisation: The results of testing on guinea pigs showed this material to be non-sensitizing.

Mutagenicity: In vitro tests did not show mutagenic effects. In vivo tests did not show mutagenic effects.

Carcinogenicity: Based on the absence of mutagenicity, it is unlikely that the substance is carcinogenic.

Reproductive toxicity: Based on available data, product is not expected to be toxic for reproduction.
Two-Generation Reproduction Toxicity (OECD 416)
- NOAEL/rat > 250 mg/kg/day
Prenatal Development Toxicity Study (OECD 414)
- NOAEL/Maternal toxicity/rat > 50 mg/kg/day
- NOAEL/Developmental toxicity/rat > 50 mg/kg/day

STOT - Single exposure:	No known effects.
STOT - Repeated exposure:	Based on available data, product is not expected to demonstrate chronic toxic effects. NOAEL/oral/rat/600 days = 50 mg/kg/day
Aspiration hazard:	No known effects.

SECTION 12: Ecological information

12.1. Toxicity

Information on the product as supplied:

Acute toxicity to fish:	LC50/Danio rerio/96 hours > 100 mg/L (Estimated) LC50/Oncorhynchus mykiss/96 hours > 100 mg/L (Estimated)
Acute toxicity to invertebrates:	EC50/Daphnia magna/48 hours > 100 mg/L (Estimated)
Acute toxicity to algae:	IC50/Algae/72 hours > 100 mg/L (Estimated)
Chronic toxicity to fish:	No data available.
Chronic toxicity to invertebrates:	No data available.
Toxicity to microorganisms:	No data available.
Effects on terrestrial organisms:	No data available.
Sediment toxicity:	No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Acute toxicity to fish:	LC0/Oncorhynchus mykiss/96 hours > 1000 mg/L (OECD 203)
Acute toxicity to invertebrates:	EC0/Daphnia magna/48 hours > 1000 mg/L (OECD 202)
Acute toxicity to algae:	IC0/Pseudokirchneriella subcapitata/72 hours > 1000 mg/L (OECD 201)
Chronic toxicity to fish:	NOEC/Oncorhynchus mykiss/28 days > 1000 mg/L
Chronic toxicity to invertebrates:	NOEC/Daphnia magna/21 days > 1000 mg/L
Toxicity to microorganisms:	EC50/Tetrahymena pyriformis/ 48h > 1000 mg/L.

Effects on terrestrial organisms:	No data available.
Sediment toxicity:	No data available. Readily biodegradable, exposure to sediment is unlikely.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Acute toxicity to fish:	LC50/Cyprinus carpio/96 hours = 1 - 10 mg/L (OECD 203)
Acute toxicity to invertebrates:	EC50/Daphnia/48 hours = 1 - 10 mg/L (OECD 202)
Acute toxicity to algae:	IC50/Desmodesmus subspicatus/72 hours = 1 - 10 mg/L (OECD 201)
Chronic toxicity to fish:	No data available.
Chronic toxicity to invertebrates:	NOEC/Daphnia magna/21 days > 1 mg/L (OECD 202)
Toxicity to microorganisms:	EC10/activated sludge/17 hours > 10000 mg/L (DIN 38412-8)
Effects on terrestrial organisms:	No data available.
Sediment toxicity:	No data available.

12.2. Persistence and degradability

Information on the product as supplied:

Degradation:	Not readily biodegradable.
Hydrolysis:	Does not hydrolyse.
Photolysis:	No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Degradation:	Readily biodegradable. 67.6% / 28 days (OECD 301 F) ; 68.8% / 28 days (OECD 306) ; 61.2% / 61 days (OECD 304 A)
Hydrolysis:	Does not hydrolyse.
Photolysis:	No data available.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Degradation: Readily biodegradable. > 60% / 28 days (OECD 301 B)

Hydrolysis: Does not hydrolyse.

Photolysis: No data available.

12.3. Bioaccumulative potential

Information on the product as supplied:

The product is not expected to bioaccumulate.

Partition co-efficient (Log Pow): Not applicable.

Bioconcentration factor (BCF): No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Partition co-efficient (Log Pow): 3 - 6

Bioconcentration factor (BCF): No data available.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Partition co-efficient (Log Pow): > 3

Bioconcentration factor (BCF): No data available.

12.4. Mobility in soil

Information on the product as supplied:

No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Koc: No data available.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Koc: > 5000

12.5. Other adverse effects

None known.

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste from residues/unused products:

Dispose in accordance with local and national regulations.

Contaminated packaging:

Rinse empty containers with water and use the rinse-water to prepare the working solution. If recycling is not practicable, dispose of in compliance with local regulations. Can be landfilled or incinerated, when in compliance with local regulations.

Recycling:

In accordance with local and national regulations.

SECTION 14: Transport information

Land transport (DOT)

Not classified.

Sea transport (IMDG)

Not classified.

Air transport (IATA)

Not classified.

SECTION 15: Regulatory information

15.1. Safety, health and environmental regulations/legislation specific for the substance or mixture

Information on the product as supplied:

TSCA Chemical Substances Inventory:

All components of this product are either listed as active on the inventory or are exempt from listing.

US SARA Reporting Requirements:

SARA (Section 311/312) hazard class:
Not concerned.

SARA Title III Sections:

Section 302 (TPQ) - Reportable Quantity:
Not concerned.

Section 304 - Reportable Quantity:
Not concerned.

Section 313 (De minimis concentration):
Not concerned.

Clean Water Act

Section 311 Hazardous Substances (40 CFR 117.3) - Reportable Quantity:
Not concerned.

Clean Air Act

Section 112(r) Accidental release prevention requirements (40 CFR 68) - Reportable Quantity:
Not concerned.

CERCLA

Hazardous Substances List (40 CFR 302.4) - Reportable Quantity:
Not concerned.

RCRA status :

Not RCRA hazardous.

California Proposition 65 Information:

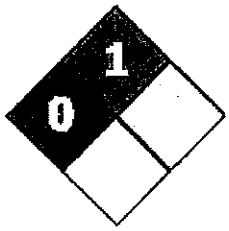
WARNING! This product contains a chemical known to the State of California to cause cancer and birth defects or other reproductive harm, Acrylamide

SECTION 16: Other information

NFPA and HMIS Ratings:

NFPA:

Health:	0
Flammability:	1
Instability:	0



HMIS:

Health:	0
Flammability:	1
Physical Hazard:	0
PPE Code:	B

This data sheet contains changes from the previous version in section(s):

SECTION 5. Fire-fighting measures, SECTION 6. Accidental release measures, SECTION 8. Exposure controls/personal protection, SECTION 9. Physical and chemical properties, SECTION 10. Stability and reactivity, SECTION 16. Other Information.

Key or legend to abbreviations and acronyms used in the safety data sheet:

Acronyms
STOT = Specific target organ toxicity

Abbreviations
Acute Tox. 4 = Acute toxicity Category Code 4
Asp. Tox. 1 = Aspiration hazard Category Code 1
Eye Dam 1 = Serious eye damage/eye irritation Category Code 1

Hazard statements
H302 - Harmful if swallowed
H304 - May be fatal if swallowed and enters airways
H318 - Causes serious eye damage

Training advice:

Do not handle until all safety precautions have been read and understood.

This SDS was prepared in accordance with the following:

U.S. Code of Federal Regulations 29 CFR 1910.1200

Version: 20.01.a

ENAC001A

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

SNF POLYDYNE

CLARIFLOC C-6266 POLYMER

PRINCIPAL USES

CLARIFLOC C-6266 is a **high** charge cationic polyacrylamide in emulsion form that is used as a flocculant in a wide variety of municipal wastewater treatment applications. It has been successfully applied in all liquid/solids separation systems including clarification, thickening, and dewatering.

TYPICAL PROPERTIES

Physical Form	Clear to Milky White Liquid
Cationicity	60 %
Active Polyacrylamide Min.	41 %
Freezing Point	7 F. (-14 C.)
Density	8.5 - 8.7
Specific Gravity	1.02 - 1.04

PREPARATION AND FEEDING

CLARIFLOC C-6266 is a single component emulsion polymer that must be pre-diluted in water before use. In most cases, this product should not be applied neat. One method for dilution is adding the neat polymer into the vortex of a mixed tank at a concentration between 0.25-1.0% polymer (0.5% is optimum) by weight. The polymer can also be injected through a number of commercially available systems that provide in-line mechanical mixing. The best feed systems use initial high energy mixing (>1000 rpm) for a short time (<30 sec) to achieve good dispersion followed by low energy mixing (<400 rpm) for a longer time (10-30 min). Polymer solutions should be aged for 15-60 minutes for best results. Solution shelf life is 8-16 hours.

MATERIALS OF CONSTRUCTION

Cross-linked polyethylene, fiberglass, stainless steel or lined steel are the preferred materials of construction for bulk tanks. Avoid natural rubber and Buna-N gaskets as these materials swell when placed in contact with neat polymer. Unlined mild steel, black iron, galvanized steel, copper or brass are not recommended in any part of the feed system. Stainless steel, Viton or Teflon are the best choices for pump heads. For feed lines, use PVC or reinforced Tygon tubing.

MANUFACTURING SPECIFICATIONS

Total Solids	43.5 - 50.5 %
Residual AcAm	< 1000 ppm
Neat Viscosity	300 - 2000 cPs
UL Viscosity	2.5 - 3.3 cPs

HANDLING AND STORAGE

Suggested in-plant storage life is 6 months in unopened drums. For best results, store at 50-80 F. Bulk tanks should be mixed by periodically recirculating the contents bottom to top. Bulk tanks can also be fitted with an agitator type mixer that reaches the bottom 2 feet of the tank. Drums and bins should be mixed very well before first use and weekly after that. Do not allow emulsion polymers to freeze. Should freezing occur, allow the product to thaw thoroughly in a heated area and mix well before attempting to use it. For spills of CLARIFLOC C-6266, sprinkle vermiculite or equivalent absorbant over the spill area and sweep the material into approved chemical disposal containers. Do not spray water onto a spill because the resulting gel is very difficult to clean up.

SAFETY INFORMATION

CLARIFLOC C-6266 is a mildly acidic product that can irritate the skin and eyes and should be handled accordingly. Gloves, goggles and apron are highly recommended. Anyone responsible for the procurement, use or disposal of this product should familiarize themselves with the appropriate safety and handling precautions involved. Such information is outlined in the **POLYDYNE** Material Safety Data Sheet. In the event of an emergency with this product, contact Chemtrec anytime day or night at (800) 424-9300.

SHIPPING

CLARIFLOC C-6266 Polymer is shipped in 55 gallon drums containing 450 pounds net or in 275 gallon totes containing 2300 pounds. Bulk quantities are also available.

ADDITIONAL INFORMATION

To place an order or obtain technical information from anywhere in the continental United States, call toll free:

(800) 848-7659

For additional information, please refer to the Safety Data Sheet (SDS)

All statements, information and data given herein are believed to be accurate, but are presented without warranty, expressed or implied. Statements concerning possible use are made without representation or warranty that any such use is free of patent infringement, and is not a recommendation to infringe on any patent. The user should not assume that all safety measures are indicated or that other measures may not be required. Any determination of the suitability of a particular product for any use contemplated by the user is the sole responsibility of the user.

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SNF POLYDYNE

SAFETY DATA SHEET

According to U.S. Code of Federal Regulations 29 CFR 1910.1200, Hazard Communication.

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product name: **CLARIFLOC™ C-6266**

Type of product: Mixture.

1.2. Relevant identified uses of the substance or mixture and uses advised against

Identified uses: Processing aid for industrial applications.

Uses advised against: None.

1.3. Details of the supplier of the safety data sheet

Company: Polydyne Inc.
1 Chemical Plant Road
PO BOX 279, Riceboro, GA 31323
United States

Telephone: 1-800-848-7659

Telefax: (912)-884-8770

E-mail address: -

1.4. Emergency telephone number

24-hour emergency number: 1-800-424-9300

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

Classification according to paragraph (d) of 29 CFR 1910.1200:

Not classified.

2.2. Label elements

Labelling according to paragraph (f) of 29 CFR 1910.1200:

Hazard symbol(s):	None.
Signal word:	None.
Hazard statement(s):	None.
Precautionary statement(s):	None.

2.3. Other hazards

Spills produce extremely slippery surfaces.

For explanation of abbreviations see Section 16.

SECTION 3: Composition/information on ingredients

3.1. Substances
Not applicable, this product is a mixture.

3.2. Mixtures

Hazardous components

Distillates (petroleum), hydrotreated light

Concentration/ -range:	20 - 30%
CAS Number:	64742-47-8
Classification according to paragraph (d) of 29 CFR 1910.1200:	Asp. Tox. 1;H304

Notes
Does not result in classification of the mixture if the kinematic viscosity is greater than 20.5 mm²/s measured at 40°C.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Concentration/ -range:	< 5%
CAS Number:	69011-36-5
Classification according to paragraph (d) of 29 CFR 1910.1200:	Acute Tox. 4;H302, Eye Dam. 1;H318

For explanation of abbreviations see section 16

SECTION 4: First aid measures

SECTION 4: First aid measures

4.1. Description of first aid measures

Inhalation:
Move to fresh air. No hazards which require special first aid measures.

Skin contact:
Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes. In case of persistent skin irritation, consult a physician.

Eye contact:
Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Get medical attention immediately.

Ingestion:
Rinse mouth with water. Do NOT induce vomiting. Call a physician or poison control centre immediately.

4.2. Most important symptoms and effects, both acute and delayed

None under normal use.

4.3. Indication of any immediate medical attention and special treatment needed

None reasonably foreseeable.

Other information:
None.

SECTION 5: Firefighting measures

5.1. Extinguishing media

Suitable extinguishing media:
Water. Water spray. Foam. Carbon dioxide (CO2). Dry powder.
Warning! Spills produce extremely slippery surfaces.

Unsuitable extinguishing media:
None known.

5.2. Special hazards arising from the substance or mixture

Hazardous decomposition products:
Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NOx), carbon oxides (COx). Ammonia (NH3). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

5.3. Advice for firefighters

Protective measures:
Wear self-contained breathing apparatus and protective suit.

Other information:
Spills produce extremely slippery surfaces.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

Personal precautions:
Do not touch or walk through spilled material. Spills produce extremely slippery surfaces.

Protective equipment:
Wear adequate personal protective equipment (see Section 8 Exposure Controls/Personal Protection).

Emergency procedures:
Keep people away from spill/leak. Prevent further leakage or spillage if safe to do so.

6.2. Environmental precautions

As with all chemical products, do not flush into surface water.

6.3. Methods and material for containment and cleaning up

Small spills:
Do not flush with water.Soak up with inert absorbent material. Sweep up and shovel into suitable containers for disposal.

Large spills:
Do not flush with water.Dam up. Soak up with inert absorbent material. Clean up promptly by scoop or vacuum.

Residues:
After cleaning, flush away traces with water.

6.4. Reference to other sections

SECTION 7: Handling and storage; SECTION 8: Exposure controls/personal protection; SECTION 13: Disposal considerations;

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Avoid contact with skin and eyes. Renders surfaces extremely slippery when spilled. When using, do not eat, drink or smoke.

7.2. Conditions for safe storage, including any incompatibilities

Keep away from heat and sources of ignition. Freezing will affect the physical condition and may damage the material. Incompatible with oxidizing agents.

7.3. Specific end use(s)

This information is not available.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Occupational exposure limits:

Distillates (petroleum), hydrotreated light
ACGIH: 200 mg/m³ (8 hours) (vapors)

8.2. Exposure controls

Appropriate engineering controls:

Ensure adequate ventilation, especially in confined areas. Use local exhaust if misting occurs. Natural ventilation is adequate in absence of mists.

Individual protection measures, such as personal protective equipment:

a) Eye/face protection:
Safety glasses with side-shields. Use equipment for eye protection tested and approved under appropriate government standards such as NIOSH (US) or EN 166 (EU).

b) Skin protection:
i) Hand protection: PVC or other plastic material gloves. Be aware that liquid may permeate gloves, frequent change is advised. Suitable gloves can be recommended by the glove supplier. The selected protective gloves have to satisfy the specifications of EU Directive 89/689/EEC and the standard EN 374 derived from it.
ii) Other: Wear coveralls and/or chemical apron and rubber footwear where physical contact can occur. The type of protective equipment must be selected according to the concentration and amount of the dangerous substance at the specific workplace.

c) Respiratory protection:
No personal respiratory protective equipment normally required.

d) Additional advice:
Wash hands before breaks and immediately after handling the product. Wash hands before breaks and at the end of workday. Handle in accordance with good industrial hygiene and safety practice.

Environmental exposure controls:

Do not allow uncontrolled discharge of product into the environment.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

a) Appearance:	Viscous liquid, Milky.
b) Odour:	Aliphatic.
c) Odour Threshold:	No data available.
d) pH:	Not applicable.
e) Melting point/freezing point:	< 5°C
f) Initial boiling point and boiling range:	> 100°C

g) Flash point:	Does not flash.
h) Evaporation rate:	No data available.
i) Flammability (solid, gas):	Not applicable.
j) Upper/lower flammability or explosive limits:	Not expected to create explosive atmospheres.
k) Vapour pressure:	2.3 kPa @ 20°C
l) Vapour density:	0.804 g/L @ 20°C
m) Relative density:	1.0 - 1.2 (See Technical Bulletin or Product Specifications for a more precise value, if available)
n) Solubility(ies):	Completely miscible.
o) Partition coefficient:	Not applicable.
p) Autoignition temperature:	Not applicable.
q) Decomposition temperature:	> 150°C
r) Viscosity:	> 20.5 mm²/s @ 40°C
s) Explosive properties:	Not expected to be explosive based on the chemical structure.
t) Oxidizing properties:	Not expected to be oxidising based on the chemical structure.

9.2. Other information

None.

SECTION 10: Stability and reactivity

10.1. Reactivity

Stable under recommended storage conditions.

10.2. Chemical stability

Stable under recommended storage conditions.

10.3. Possibility of hazardous reactions

Oxidizing agents may cause exothermic reactions.

10.4. Conditions to avoid

Protect from frost, heat and sunlight.

10.5. Incompatible materials

Oxidizing agents.

10.6. Hazardous decomposition products

Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NOx), carbon oxides (COx). Ammonia (NH3). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Information on the product as supplied:

Acute oral toxicity:	LD50/oral/rat > 5000 mg/kg (Estimated)
Acute dermal toxicity:	LD50/dermal/rat > 5000 mg/kg. (Estimated)
Acute inhalation toxicity:	The product is not expected to be toxic by inhalation.
Skin corrosion/irritation:	Non-irritating to skin.
Serious eye damage/eye irritation:	Not irritating. (OECD 437)
Respiratory/skin sensitisation:	Not sensitizing.
Mutagenicity:	Not mutagenic.
Carcinogenicity:	Not carcinogenic.
Reproductive toxicity:	Not toxic for reproduction.
STOT - Single exposure:	No known effects.
STOT - Repeated exposure:	No known effect.
Aspiration hazard:	Due to the viscosity, this product does not present an aspiration hazard.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Acute oral toxicity:	LD50/oral/rat > 5000 mg/kg (OECD 401)
Acute dermal toxicity:	LD50/dermal/rabbit > 5000 mg/kg (OECD 402)
Acute inhalation toxicity:	LC0/inhalation/4 hours/rat >= 4951 mg/m³ (vapors) (OECD 403) (Based on results obtained from tests on analogous products)
Skin corrosion/irritation:	Not irritating. (OECD 404) Repeated exposure may cause skin dryness or cracking.
Serious eye damage/eye irritation:	Not irritating. (OECD 405)

Respiratory/skin sensitisation:	By analogy with similar products, this product is not expected to be sensitizing. (OECD 406)
Mutagenicity:	Not mutagenic. (OECD 471, 473, 474, 476, 478, 479)
Carcinogenicity:	Carcinogenicity study in rats (OECD 451): Negative.
Reproductive toxicity:	By analogy with similar substances, this substance is not expected to be toxic for reproduction. NOAEL/rat = 300 ppm. (OECD 421)
STOT - Single exposure:	No known effects.
STOT - Repeated exposure:	Based on available data, product is not expected to demonstrate chronic toxic effects. NOAEL/oral/rat/90 days >= 3000 mg/kg/day (OECD 408) (Based on results obtained from tests on analogous products)
Aspiration hazard:	May be fatal if swallowed and enters airways.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Acute oral toxicity:	LD50/oral/rat = 500 - 2000 mg/kg
Acute dermal toxicity:	LD50/dermal/rabbit > 2000 mg/kg
Acute inhalation toxicity:	No data available.
Skin corrosion/irritation:	Not irritating. (OECD 404)
Serious eye damage/eye irritation:	Causes serious eye irritation. (OECD 405)
Respiratory/skin sensitisation:	The results of testing on guinea pigs showed this material to be non-sensitizing.
Mutagenicity:	In vitro tests did not show mutagenic effects. In vivo tests did not show mutagenic effects.
Carcinogenicity:	Based on the absence of mutagenicity, it is unlikely that the substance is carcinogenic.

Reproductive toxicity:	Based on available data, product is not expected to be toxic for reproduction. Two-Generation Reproduction Toxicity (OECD 416) - NOAEL/rat > 250 mg/kg/day Prenatal Development Toxicity Study (OECD 414) - NOAEL/Maternal toxicity/rat > 50 mg/kg/day - NOAEL/Developmental toxicity/rat > 50 mg/kg/day
STOT - Single exposure:	No known effects.
STOT - Repeated exposure:	Based on available data, product is not expected to demonstrate chronic toxic effects. NOAEL/oral/rat/600 days = 50 mg/kg/day
Aspiration hazard:	No known effects.

SECTION 12: Ecological information

12.1. Toxicity

Information on the product as supplied:

Acute toxicity to fish:	LC50/Fish/96 hours = 10 - 100 mg/L (Estimated)
Acute toxicity to invertebrates:	EC50/Daphnia magna/48 hours = 10 - 100 mg/L (Estimated)
Acute toxicity to algae:	Algal inhibition tests are not appropriate. The flocculation characteristics of the product interfere directly in the test medium preventing homogenous distribution which invalidates the test.
Chronic toxicity to fish:	No data available.
Chronic toxicity to invertebrates:	No data available.
Toxicity to microorganisms:	No data available.
Effects on terrestrial organisms:	No data available.
Sediment toxicity:	No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Acute toxicity to fish:	LC0/Oncorhynchus mykiss/96 hours > 1000 mg/L (OECD 203)
Acute toxicity to invertebrates:	EC0/Daphnia magna/48 hours > 1000 mg/L (OECD 202)
Acute toxicity to algae:	IC0/Pseudokirchneriella subcapitata/72 hours > 1000 mg/L (OECD 201)

Chronic toxicity to fish:	NOEC/Oncorhynchus mykiss/28 days > 1000 mg/L
Chronic toxicity to invertebrates:	NOEC/Daphnia magna/21 days > 1000 mg/L
Toxicity to microorganisms:	EC50/Tetrahymena pyriformis/ 48h > 1000 mg/L.
Effects on terrestrial organisms:	No data available.
Sediment toxicity:	No data available. Readily biodegradable, exposure to sediment is unlikely.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Acute toxicity to fish:	LC50/Cyprinus carpio/96 hours = 1 - 10 mg/L (OECD 203)
Acute toxicity to invertebrates:	EC50/Daphnia/48 hours = 1 - 10 mg/L (OECD 202)
Acute toxicity to algae:	IC50/Desmodesmus subspicatus/72 hours = 1 - 10 mg/L (OECD 201)
Chronic toxicity to fish:	No data available.
Chronic toxicity to invertebrates:	NOEC/Daphnia magna/21 days > 1 mg/L (OECD 202)
Toxicity to microorganisms:	EC10/activated sludge/17 hours > 10000 mg/L (DIN 38412-8)
Effects on terrestrial organisms:	No data available.
Sediment toxicity:	No data available.

12.2. Persistence and degradability

Information on the product as supplied:

Degradation:	Based on the degradability data of the components, this product is expected to be readily (bio)degradable according to OECD criteria.
Hydrolysis:	At natural pHs (>6) the polymer degrades due to hydrolysis to more than 70% in 28 days. The hydrolysis products are not harmful to aquatic organisms.
Photolysis:	No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Degradation: Readily biodegradable. 67.6% / 28 days (OECD 301 F) ; 68.8% / 28 days (OECD 306) ; 61.2% / 61 days (OECD 304 A)

Hydrolysis: Does not hydrolyse.

Photolysis: No data available.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Degradation: Readily biodegradable. > 60% / 28 days (OECD 301 B)

Hydrolysis: Does not hydrolyse.

Photolysis: No data available.

12.3. Bioaccumulative potential

Information on the product as supplied:

The product is not expected to bioaccumulate.

Partition co-efficient (Log Pow): Not applicable.

Bioconcentration factor (BCF): No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Partition co-efficient (Log Pow): 3 - 6

Bioconcentration factor (BCF): No data available.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Partition co-efficient (Log Pow): > 3

Bioconcentration factor (BCF): No data available.

12.4. Mobility in soil

Information on the product as supplied:

No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Koc: No data available.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Koc: > 5000

12.5. Other adverse effects

None known.

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste from residues/unused products:

Dispose in accordance with local and national regulations.

Contaminated packaging:

Rinse empty containers with water and use the rinse-water to prepare the working solution. If recycling is not practicable, dispose of in compliance with local regulations. Can be landfilled or incinerated, when in compliance with local regulations.

Recycling:

Store containers and offer for recycling of material when in accordance with the local regulations.

SECTION 14: Transport information

Land transport (DOT)

Not classified.

Sea transport (IMDG)

Not classified.

Air transport (IATA)

Not classified.

SECTION 15: Regulatory information

15.1. Safety, health and environmental regulations/legislation specific for the substance or mixture

Information on the product as supplied:

TSCA Chemical Substances Inventory:

All components of this product are either listed as active on the inventory or are exempt from listing.

US SARA Reporting Requirements:

SARA (Section 311/312) hazard class:
Not concerned.

SARA Title III Sections:

Section 302 (TPQ) - Reportable Quantity:
Not concerned.

Section 304 - Reportable Quantity:
Not concerned.

Section 313 (De minimis concentration):
Not concerned.

Clean Water Act

Section 311 Hazardous Substances (40 CFR 117.3) - Reportable Quantity:
Not concerned.

Clean Air Act

Section 112(r) Accidental release prevention requirements (40 CFR 68) - Reportable Quantity:
Not concerned.

CERCLA

Hazardous Substances List (40 CFR 302.4) - Reportable Quantity:
Not concerned.

RCRA status :

Not RCRA hazardous.

California Proposition 65 Information:

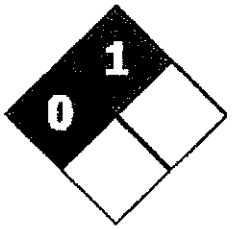
WARNING! This product contains a chemical known to the State of California to cause cancer and birth defects or other reproductive harm, Acrylamide

SECTION 16: Other information

NFPA and HMIS Ratings:

NFPA:

Health:	0
Flammability:	1
Instability:	0



HMIS:

Health:	0
Flammability:	1
Physical Hazard:	0
PPE Code:	B

This data sheet contains changes from the previous version in section(s):

SECTION 8. Exposure controls/personal protection, SECTION 9. Physical and chemical properties, SECTION 16. Other Information.

Key or legend to abbreviations and acronyms used in the safety data sheet:

Acronyms
STOT = Specific target organ toxicity

Abbreviations
Acute Tox. 4 = Acute toxicity Category Code 4
Asp. Tox. 1 = Aspiration hazard Category Code 1
Eye Dam 1 = Serious eye damage/eye irritation Category Code 1

Hazard statements
H302 - Harmful if swallowed
H304 - May be fatal if swallowed and enters airways
H318 - Causes serious eye damage

Training advice:

Do not handle until all safety precautions have been read and understood.

This SDS was prepared in accordance with the following:

U.S. Code of Federal Regulations 29 CFR 1910.1200

Version: 21.01.a

ENCC046

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

SNF POLYDYNE

CLARIFLOC CE-1073 POLYMER

PRINCIPAL USES

CLARIFLOC CE-1073 is a high charge cationic polyacrylamide in emulsion form that is used as a flocculant in a wide variety of municipal wastewater treatment applications. It has been successfully applied in all liquid/solids separation systems including clarification, thickening, and dewatering.

TYPICAL PROPERTIES

Physical Form	Clear to Milky White Liquid
Density	8.5 - 8.7 lbs/gal
Specific Gravity	1.02 - 1.04
Cationicity	60 %
Active Polyacrylamide Min.	42 %
Freezing Point	7 F. (-14 C.)

PREPARATION AND FEEDING

CLARIFLOC CE-1073 is a single component emulsion polymer that must be pre-diluted in water before use. In most cases, this product should not be applied neat. One method for dilution is adding the neat polymer into the vortex of a mixed tank at a concentration between 0.25-1.0% polymer (0.5% is optimum) by weight. The polymer can also be injected through a number of commercially available systems that provide in-line mechanical mixing. The best feed systems use initial high energy mixing (>1000 rpm) for a short time (<30 sec) to achieve good dispersion followed by low energy mixing (<400 rpm) for a longer time (10-30 min). Polymer solutions should be aged for 15-60 minutes for best results. Solution shelf life is 8-16 hours.

MATERIALS OF CONSTRUCTION

Cross-linked polyethylene, fiberglass, stainless steel or lined steel are the preferred materials of construction for bulk tanks. Avoid natural rubber and Buna-N gaskets as these materials swell when placed in contact with neat polymer. Unlined mild steel, black iron, galvanized steel, copper or brass are not recommended in any part of the feed system. Stainless steel, Viton or Teflon are the best choices for pump heads. For feed lines, use PVC or reinforced Tygon tubing.

MANUFACTURING SPECIFICATIONS

Total Solids	45 - 52 %
Residual AcAm	< 1000 ppm
Neat Viscosity	500 - 2000 cPs
UL Viscosity	3.3 - 4.3 cPs

HANDLING AND STORAGE

Suggested in-plant storage life is 12 months in unopened drums. For best results, store at 50-80 F. Bulk tanks should be mixed by periodically recirculating the contents bottom to top. Bulk tanks can also be fitted with an agitator type mixer that reaches the bottom 2 feet of the tank. Drums and bins should be mixed very well before first use and weekly after that. Do not allow emulsion polymers to freeze. Should freezing occur, allow the product to thaw thoroughly in a heated area and mix well before attempting to use it. For spills of CLARIFLOC CE-1073, sprinkle vermiculite or equivalent absorbant over the spill area and sweep the material into approved chemical disposal containers. Do not spray water onto a spill because the resulting gel is very difficult to clean up.

SAFETY INFORMATION

CLARIFLOC CE-1073 is a mildly acidic product that can irritate the skin and eyes and should be handled accordingly. Gloves, goggles and apron are highly recommended. Anyone responsible for the procure-ment, use or disposal of this product should familiarize themselves with the appropriate safety and handling precautions involved. Such information is outlined in the **POLYDYNE** Material Safety Data Sheet. In the event of an emergency with this product, contact Chemtrec anytime day or night at (800) 424-9300.

SHIPPING

CLARIFLOC CE-1073 Polymer is shipped in 55 gallon drums containing 450 pounds net or in 275 gallon totes containing 2300 pounds net. Bulk quantities are also available.

ADDITIONAL INFORMATION

To place an order or obtain technical information from anywhere in the continental United States, call toll free:

(800) 848-7659

For additional information, please refer to the Safety Data Sheet (SDS)

All statements, information and data given herein are believed to be accurate, but are presented without warranty, expressed or implied. Statements concerning possible use are made without representation or warranty that any such use is free of patent infringement, and is not a recommendation to infringe on any patent. The user should not assume that all safety measures are indicated or that other measures may not be required. Any determination of the suitability of a particular product for any use contemplated by the user is the sole responsibility of the user.

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SNF POLYDYNE

SAFETY DATA SHEET

According to U.S. Code of Federal Regulations 29 CFR 1910.1200, Hazard Communication.

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product name: **CLARIFLOC™ CE-1073**

Type of product: Mixture.

1.2. Relevant identified uses of the substance or mixture and uses advised against

Identified uses: Processing aid for industrial applications.

Uses advised against: None.

1.3. Details of the supplier of the safety data sheet

Company: Polydyne Inc.
1 Chemical Plant Road
PO BOX 279, Riceboro, GA 31323
United States

Telephone: 1-800-848-7659

Telefax: (912)-884-8770

E-mail address: -

1.4. Emergency telephone number

24-hour emergency number: 1-800-424-9300

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

Classification according to paragraph (d) of 29 CFR 1910.1200:

Not classified.

2.2. Label elements

Labelling according to paragraph (f) of 29 CFR 1910.1200:

Hazard symbol(s):	None.
Signal word:	None.
Hazard statement(s):	None.
Precautionary statement(s):	None.

2.3. Other hazards

Spills produce extremely slippery surfaces.

For explanation of abbreviations see Section 16.

SECTION 3: Composition/information on ingredients

3.1. Substances
Not applicable, this product is a mixture.

3.2. Mixtures

Hazardous components

Distillates (petroleum), hydrotreated light

Concentration/ -range:	20 - 30%
CAS Number:	64742-47-8
Classification according to paragraph (d) of 29 CFR 1910.1200:	Asp. Tox. 1;H304

Notes
Does not result in classification of the mixture if the kinematic viscosity is greater than 20.5 mm²/s measured at 40°C.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Concentration/ -range:	< 5%
CAS Number:	69011-36-5
Classification according to paragraph (d) of 29 CFR 1910.1200:	Acute Tox. 4;H302, Eye Dam. 1;H318

For explanation of abbreviations see section 16

SECTION 4: First aid measures

SECTION 4: First aid measures

4.1. Description of first aid measures

Inhalation:
Move to fresh air. No hazards which require special first aid measures.

Skin contact:
Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes. In case of persistent skin irritation, consult a physician.

Eye contact:
Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Get medical attention immediately.

Ingestion:
Rinse mouth with water. Do NOT induce vomiting. Call a physician or poison control centre immediately.

4.2. Most important symptoms and effects, both acute and delayed

None under normal use.

4.3. Indication of any immediate medical attention and special treatment needed

None reasonably foreseeable.

Other information:
None.

SECTION 5: Firefighting measures

5.1. Extinguishing media

Suitable extinguishing media:
Water. Water spray. Foam. Carbon dioxide (CO2). Dry powder.
Warning! Spills produce extremely slippery surfaces.

Unsuitable extinguishing media:
None known.

5.2. Special hazards arising from the substance or mixture

Hazardous decomposition products:
Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NOx), carbon oxides (COx). Ammonia (NH3). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

5.3. Advice for firefighters

Protective measures:
Wear self-contained breathing apparatus and protective suit.

Other information:
Spills produce extremely slippery surfaces.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

Personal precautions:
Do not touch or walk through spilled material. Spills produce extremely slippery surfaces.

Protective equipment:
Wear adequate personal protective equipment (see Section 8 Exposure Controls/Personal Protection).

Emergency procedures:
Keep people away from spill/leak. Prevent further leakage or spillage if safe to do so.

6.2. Environmental precautions

As with all chemical products, do not flush into surface water.

6.3. Methods and material for containment and cleaning up

Small spills:
Do not flush with water.Soak up with inert absorbent material. Sweep up and shovel into suitable containers for disposal.

Large spills:
Do not flush with water.Dam up. Soak up with inert absorbent material. Clean up promptly by scoop or vacuum.

Residues:
After cleaning, flush away traces with water.

6.4. Reference to other sections

SECTION 7: Handling and storage; SECTION 8: Exposure controls/personal protection; SECTION 13: Disposal considerations;

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Avoid contact with skin and eyes. Renders surfaces extremely slippery when spilled. When using, do not eat, drink or smoke.

7.2. Conditions for safe storage, including any incompatibilities

Keep away from heat and sources of ignition. Freezing will affect the physical condition and may damage the material. Incompatible with oxidizing agents.

7.3. Specific end use(s)

This information is not available.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Occupational exposure limits:

Distillates (petroleum), hydrotreated light
ACGIH: 200 mg/m³ (8 hours) (vapors)

8.2. Exposure controls

Appropriate engineering controls:

Ensure adequate ventilation, especially in confined areas. Use local exhaust if misting occurs. Natural ventilation is adequate in absence of mists.

Individual protection measures, such as personal protective equipment:

a) Eye/face protection:
Safety glasses with side-shields. Use equipment for eye protection tested and approved under appropriate government standards such as NIOSH (US) or EN 166 (EU).

b) Skin protection:
i) Hand protection: PVC or other plastic material gloves. Be aware that liquid may permeate gloves, frequent change is advised. Suitable gloves can be recommended by the glove supplier. The selected protective gloves have to satisfy the specifications of EU Directive 89/689/EEC and the standard EN 374 derived from it.
ii) Other: Wear coveralls and/or chemical apron and rubber footwear where physical contact can occur. The type of protective equipment must be selected according to the concentration and amount of the dangerous substance at the specific workplace.

c) Respiratory protection:
No personal respiratory protective equipment normally required.

d) Additional advice:
Wash hands before breaks and immediately after handling the product. Wash hands before breaks and at the end of workday. Handle in accordance with good industrial hygiene and safety practice.

Environmental exposure controls:

Do not allow uncontrolled discharge of product into the environment.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

a) Appearance:	Viscous liquid, Milky.
b) Odour:	Aliphatic.
c) Odour Threshold:	No data available.
d) pH:	Not applicable.
e) Melting point/freezing point:	< 5°C
f) Initial boiling point and boiling range:	> 100°C

g) Flash point:	Does not flash.
h) Evaporation rate:	No data available.
i) Flammability (solid, gas):	Not applicable.
j) Upper/lower flammability or explosive limits:	Not expected to create explosive atmospheres.
k) Vapour pressure:	2.3 kPa @ 20°C
l) Vapour density:	0.804 g/L @ 20°C
m) Relative density:	1.0 - 1.2 (See Technical Bulletin or Product Specifications for a more precise value, if available)
n) Solubility(ies):	Completely miscible.
o) Partition coefficient:	Not applicable.
p) Autoignition temperature:	Not applicable.
q) Decomposition temperature:	> 150°C
r) Viscosity:	> 20.5 mm²/s @ 40°C
s) Explosive properties:	Not expected to be explosive based on the chemical structure.
t) Oxidizing properties:	Not expected to be oxidising based on the chemical structure.

9.2. Other Information

None.

SECTION 10: Stability and reactivity

10.1. Reactivity

Stable under recommended storage conditions.

10.2. Chemical stability

Stable under recommended storage conditions.

10.3. Possibility of hazardous reactions

Oxidizing agents may cause exothermic reactions.

10.4. Conditions to avoid

Protect from frost, heat and sunlight.

10.5. Incompatible materials

Oxidizing agents.

10.6. Hazardous decomposition products

Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NOx), carbon oxides (COx). Ammonia (NH3). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Information on the product as supplied:

Acute oral toxicity:	LD50/oral/rat > 5000 mg/kg (Estimated)
Acute dermal toxicity:	LD50/dermal/rat > 5000 mg/kg. (Estimated)
Acute inhalation toxicity:	The product is not expected to be toxic by inhalation.
Skin corrosion/irritation:	Non-irritating to skin.
Serious eye damage/eye irritation:	Not irritating. (OECD 437)
Respiratory/skin sensitisation:	Not sensitizing.
Mutagenicity:	Not mutagenic.
Carcinogenicity:	Not carcinogenic.
Reproductive toxicity:	Not toxic for reproduction.
STOT - Single exposure:	No known effects.
STOT - Repeated exposure:	No known effect.
Aspiration hazard:	Due to the viscosity, this product does not present an aspiration hazard.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Acute oral toxicity:	LD50/oral/rat > 5000 mg/kg (OECD 401)
Acute dermal toxicity:	LD50/dermal/rabbit > 5000 mg/kg (OECD 402)
Acute inhalation toxicity:	LC0/inhalation/4 hours/rat >= 4951 mg/m³ (vapors) (OECD 403) (Based on results obtained from tests on analogous products)
Skin corrosion/irritation:	Not irritating. (OECD 404) Repeated exposure may cause skin dryness or cracking.
Serious eye damage/eye irritation:	Not irritating. (OECD 405)

Respiratory/skin sensitisation:	By analogy with similar products, this product is not expected to be sensitizing. (OECD 406)
Mutagenicity:	Not mutagenic. (OECD 471, 473, 474, 476, 478, 479)
Carcinogenicity:	Carcinogenicity study in rats (OECD 451): Negative.
Reproductive toxicity:	By analogy with similar substances, this substance is not expected to be toxic for reproduction. NOAEL/rat = 300 ppm. (OECD 421)
STOT - Single exposure:	No known effects.
STOT - Repeated exposure:	Based on available data, product is not expected to demonstrate chronic toxic effects. NOAEL/oral/rat/90 days >= 3000 mg/kg/day (OECD 408) (Based on results obtained from tests on analogous products)
Aspiration hazard:	May be fatal if swallowed and enters airways.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Acute oral toxicity:	LD50/oral/rat = 500 - 2000 mg/kg
Acute dermal toxicity:	LD50/dermal/rabbit > 2000 mg/kg
Acute inhalation toxicity:	No data available.
Skin corrosion/irritation:	Not irritating. (OECD 404)
Serious eye damage/eye irritation:	Causes serious eye irritation. (OECD 405)
Respiratory/skin sensitisation:	The results of testing on guinea pigs showed this material to be non-sensitizing.
Mutagenicity:	In vitro tests did not show mutagenic effects. In vivo tests did not show mutagenic effects.
Carcinogenicity:	Based on the absence of mutagenicity, it is unlikely that the substance is carcinogenic.

Reproductive toxicity:	Based on available data, product is not expected to be toxic for reproduction. Two-Generation Reproduction Toxicity (OECD 416) - NOAEL/rat > 250 mg/kg/day Prenatal Development Toxicity Study (OECD 414) - NOAEL/Maternal toxicity/rat > 50 mg/kg/day - NOAEL/Developmental toxicity/rat > 50 mg/kg/day
STOT - Single exposure:	No known effects.
STOT - Repeated exposure:	Based on available data, product is not expected to demonstrate chronic toxic effects. NOAEL/oral/rat/600 days = 50 mg/kg/day
Aspiration hazard:	No known effects.

SECTION 12: Ecological information

12.1. Toxicity

Information on the product as supplied:

Acute toxicity to fish:	LC50/Fish/96 hours = 10 - 100 mg/L (Estimated)
Acute toxicity to invertebrates:	EC50/Daphnia magna/48 hours = 10 - 100 mg/L (Estimated)
Acute toxicity to algae:	Algal inhibition tests are not appropriate. The flocculation characteristics of the product interfere directly in the test medium preventing homogenous distribution which invalidates the test.
Chronic toxicity to fish:	No data available.
Chronic toxicity to invertebrates:	No data available.
Toxicity to microorganisms:	No data available.
Effects on terrestrial organisms:	No data available.
Sediment toxicity:	No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Acute toxicity to fish:	LC0/Oncorhynchus mykiss/96 hours > 1000 mg/L (OECD 203)
Acute toxicity to invertebrates:	EC0/Daphnia magna/48 hours > 1000 mg/L (OECD 202)
Acute toxicity to algae:	IC0/Pseudokirchneriella subcapitata/72 hours > 1000 mg/L (OECD 201)

Chronic toxicity to fish:	NOEC/Oncorhynchus mykiss/28 days > 1000 mg/L
Chronic toxicity to invertebrates:	NOEC/Daphnia magna/21 days > 1000 mg/L
Toxicity to microorganisms:	EC50/Tetrahymena pyriformis/ 48h > 1000 mg/L.
Effects on terrestrial organisms:	No data available.
Sediment toxicity:	No data available. Readily biodegradable, exposure to sediment is unlikely.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Acute toxicity to fish:	LC50/Cyprinus carpio/96 hours = 1 - 10 mg/L (OECD 203)
Acute toxicity to invertebrates:	EC50/Daphnia/48 hours = 1 - 10 mg/L (OECD 202)
Acute toxicity to algae:	IC50/Desmodesmus subspicatus/72 hours = 1 - 10 mg/L (OECD 201)
Chronic toxicity to fish:	No data available.
Chronic toxicity to invertebrates:	NOEC/Daphnia magna/21 days > 1 mg/L (OECD 202)
Toxicity to microorganisms:	EC10/activated sludge/17 hours > 10000 mg/L (DIN 38412-8)
Effects on terrestrial organisms:	No data available.
Sediment toxicity:	No data available.

12.2. Persistence and degradability

Information on the product as supplied:

Degradation:	Based on the degradability data of the components, this product is expected to be readily (bio)degradable according to OECD criteria.
Hydrolysis:	At natural pHs (>6) the polymer degrades due to hydrolysis to more than 70% in 28 days. The hydrolysis products are not harmful to aquatic organisms.
Photolysis:	No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Degradation: Readily biodegradable. 67.6% / 28 days (OECD 301 F) ; 68.8% / 28 days (OECD 306) ; 61.2% / 61 days (OECD 304 A)

Hydrolysis: Does not hydrolyse.

Photolysis: No data available.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Degradation: Readily biodegradable. > 60% / 28 days (OECD 301 B)

Hydrolysis: Does not hydrolyse.

Photolysis: No data available.

12.3. Bioaccumulative potential

Information on the product as supplied:

The product is not expected to bioaccumulate.

Partition co-efficient (Log Pow): Not applicable.

Bioconcentration factor (BCF): No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Partition co-efficient (Log Pow): 3 - 6

Bioconcentration factor (BCF): No data available.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Partition co-efficient (Log Pow): > 3

Bioconcentration factor (BCF): No data available.

12.4. Mobility in soil

Information on the product as supplied:

No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Koc: No data available.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Koc: > 5000

12.5. Other adverse effects

None known.

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste from residues/unused products:

Dispose in accordance with local and national regulations.

Contaminated packaging:

Rinse empty containers with water and use the rinse-water to prepare the working solution. If recycling is not practicable, dispose of in compliance with local regulations. Can be landfilled or incinerated, when in compliance with local regulations.

Recycling:

Store containers and offer for recycling of material when in accordance with the local regulations.

SECTION 14: Transport information

Land transport (DOT)

Not classified.

Sea transport (IMDG)

Not classified.

Air transport (IATA)

Not classified.

SECTION 15: Regulatory information

15.1. Safety, health and environmental regulations/legislation specific for the substance or mixture

Information on the product as supplied:

TSCA Chemical Substances Inventory:

All components of this product are either listed as active on the inventory or are exempt from listing.

US SARA Reporting Requirements:

SARA (Section 311/312) hazard class:
Not concerned.

SARA Title III Sections:

Section 302 (TPQ) - Reportable Quantity:
Not concerned.

Section 304 - Reportable Quantity:
Not concerned.

Section 313 (De minimis concentration):
Not concerned.

Clean Water Act

Section 311 Hazardous Substances (40 CFR 117.3) - Reportable Quantity:
Not concerned.

Clean Air Act

Section 112(r) Accidental release prevention requirements (40 CFR 68) - Reportable Quantity:
Not concerned.

CERCLA

Hazardous Substances List (40 CFR 302.4) - Reportable Quantity:
Not concerned.

RCRA status :

Not RCRA hazardous.

California Proposition 65 Information:

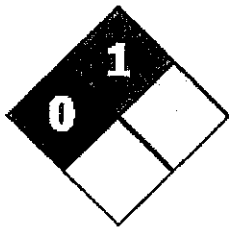
WARNING! This product contains a chemical known to the State of California to cause cancer and birth defects or other reproductive harm, Acrylamide

SECTION 16: Other information

NFPA and HMIS Ratings:

NFPA:

Health:	0
Flammability:	1
Instability:	0



HMIS:

Health:	0
Flammability:	1
Physical Hazard:	0
PPE Code:	B

This data sheet contains changes from the previous version in section(s):

SECTION 8. Exposure controls/personal protection, SECTION 9. Physical and chemical properties, SECTION 16. Other Information.

Key or legend to abbreviations and acronyms used in the safety data sheet:

Acronyms
STOT = Specific target organ toxicity

Abbreviations
Acute Tox. 4 = Acute toxicity Category Code 4
Asp. Tox. 1 = Aspiration hazard Category Code 1
Eye Dam 1 = Serious eye damage/eye irritation Category Code 1

Hazard statements
H302 - Harmful if swallowed
H304 - May be fatal if swallowed and enters airways
H318 - Causes serious eye damage

Training advice:

Do not handle until all safety precautions have been read and understood.

This SDS was prepared in accordance with the following:

U.S. Code of Federal Regulations 29 CFR 1910.1200

Version: 21.01.a

ENCC046

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

☑ 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.

Boyd Stanley, Sr. Vice-President _____ 09/26/22
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.**

Boyd Stanley, Sr. Vice-President

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, No such relationships exist.
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

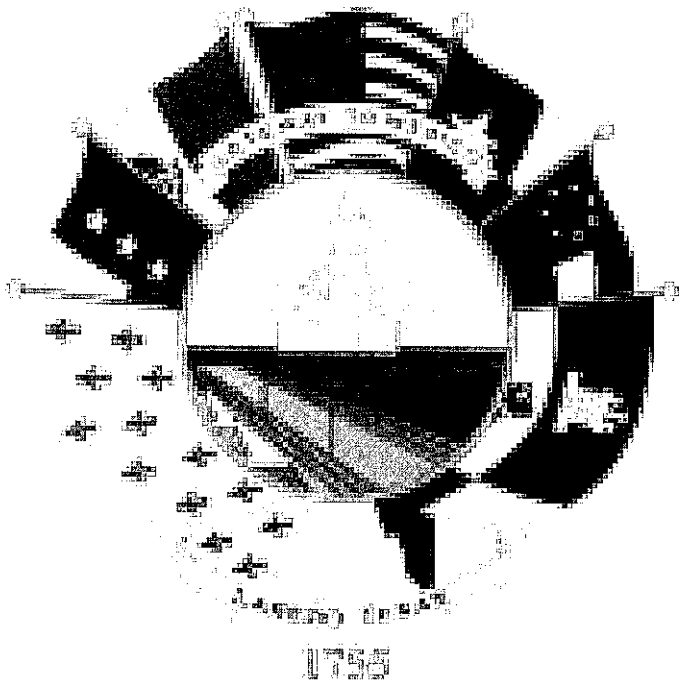
B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No

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.

_____ 09/26/22
Signature of person doing business with the governmental entity Date

Boyd Stanley, Sr. Vice-President



FY23-001 Water & Wastewater Treatment Chemicals Addendum 1

Chemtrade Chemicals US LLC

Supplier Response

Event Information

Number: FY23-001 Water & Wastewater Treatment Chemicals Addendum 1
Title: FY23-001 Water & Wastewater Treatment Chemicals
Type: Request For Bid
Issue Date: 9/14/2022
Deadline: 10/5/2022 05:00 PM (CT)
Notes:

Contact Information

Contact: Jose L. Tijerina
Address: Utilities
2519 Jefferson Street
Laredo, TX 78041
Phone: (956) 795-2620
Email: jtijerina@ci.laredo.tx.us

Chemtrade Chemicals US LLC Information

Contact: Beth Ryno
Address: 90 East Halsey Road, Suite 200
Parsippany, NJ 07054
Phone: (800) 441-2659
Email: bids@chemtradelogistics.com
Web Address: www.ChemtradeLogistics.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Elizabeth Ryno
Signature

bids@chemtradelogistics.com
Email

Submitted at 10/5/2022 08:30:41 AM (CT)

Supplier Note

Please find attached Chemtrade's bid submittal for the W/WW Treatment chemical bid. We have attached the product data sheets, sds, nsf certification and other relevant information for your review. Please note pricing is based on full truckload quantities

Response Attachments

2022 - Laredo, TX - FY23-001 Treatment Chemicals Util Dept.pdf

Bid Documents and Misc information

Bid Attributes

1	**Award by Item** This contract will be awarded by item to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. ☑ Yes (Yes)
2	**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** Chemtrade Chemicals US LLC; Elizabeth Ryno, Marketing Specialist; Phone: 800-441-2659
4	**State how long under has the business been in its present business name** 8 years; 6 months

5	**If applicable, list all other names under which the Business identified above operated in the last five years** None
6	**State if the Company is a certified minority business enterprise** The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.
7	**Questions Part 1** 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? 1.Yes; 2.No; 3.No; 4.No; 5.No
8	**Questions Part 2** 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? 1.No; 2.No; 3.No
9	**State if the Company is a certified minority business enterprise** This company is not a certified minority business
10	**Conflict of Interest Disclosure** A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

11	**Conflict of Interest Questionnaire Form CIQ** For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.
12	**Conflict of Interest Questionnaire** 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** Update to previous submission
15	**Question 1. Name of person submitting this disclosure form** Please include First Name, Middle Initial, Last Name and Suffix (if applicable) Elizabeth Ryno
16	**Question 2. Contract Information** Please include the following: a)Contract or Project Name b)Originating Department Water and Wastewater Treatment Chemicals Utilities Department
17	**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)** Chemtrade Chemicals US 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.** It applies to my business
19	**Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3** If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. Chemtrade Chemicals Corporation (parent Co.) Chemtrade West US LLC, Chemtrade Solutions LLC, Chemtrade Sulfate Chemicals Inc, Waterside Urban Renewal Corporation, Gentek Chemical Holdings Ins (subsidiaries)
20	**Question 5. List any individuals or entities that will be subcontractors on this contract** It applies to my business

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.

Groendyke Transport

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

Elizabeth Ryno, Marketing Specialist
Chemtrade Chemicals US LLC
October 3, 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 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 items** to the **(lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).

(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has

filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

12.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE

OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

CHAPTER 137: COMPLIANCE AND PROFESSIONALISM

SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS

§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT (a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☑ I Agree to the Terms and Conditions (I Agree to the Terms and Conditions)

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) Pollution Liability insurance with minimum limits of $1,000,000.00 per occurrence.

(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)

3
7

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)

38 **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)

39 **Acknowledgement of Questions, Answers, & Revisions to FY23-001**

Acknowledgement of Questions, Answers, & Revisions to FY23-001.

☑ Vendor has acknowledged questions and answers. (Vendor has acknowledged questions and answers.)

Bid Lines

1 **Package Header**

Section I –Chemical Bid Price Schedule

Note: Unit price shall include freight charges, fuel charges, and HAZ-Mat Fees

Quantity: 1 UOM: EA Total: $1,188,832.50

Package Items

1.1
Liquid Sodium Hydroxide (50%)

Average order (47,000 lbs.)

Quantity: 9 UOM: Bulk (lbs) ***No Bid***

1.2
Liquid Sodium Hydroxide (50%)

Average order (3,500 gallons.)

Quantity: 9 UOM: 275 Gallon Tote (Gallon) ***No Bid***

1.3
Liquid Sodium Hydroxide (25%)

Average order (47,000 lbs.)

Quantity: 9 UOM: Bulk (lbs.) ***No Bid***

1.4 ***Line deleted as part of an Addendum***

1.5
Calcium Hypochlorite

Average order (40 drums)

Quantity: 60 UOM: 100 lb. Drums ***No Bid***

1.6
Liquid Chlorine

Average order (480 cylinders)

Quantity: 540 UOM: 2000 lb.Cylinder **No Bid**

1.7
Liquid Chlorine

Average order (180 cylinders)

Quantity: 540 UOM: 150 lb Cylinder **No Bid**

1.8
Liquid Aluminum Sulfate (50%)

Average order (47,000 lbs.)

Quantity: 75 UOM: Bulk (lbs) Price: $4,808.10 Total: $360,607.50

Supplier Notes: Response of $4,808.10/load is to provide the correct extended value. (0.1023/liq lb x 47,000lbs= $4,808.00). Pricing is based on $0.1023/lb - full truckload quantities

1.9
Cationic Polymer (C-308)

Average order (45,000 lbs.)

Quantity: 10 UOM: Bulk (lbs.) **No Bid**

1.10
Anionic Polymer (Clarifloc 210)

Average order (8 totes)

Quantity: 8 UOM: 270 Gallon Tote (Gallon) **No Bid**

1.11
Liquid Ammonium Sulfate

Average order (50,000 lbs.)

Quantity: 27 UOM: Bulk (lbs.) Price: $10,075.00 Total: $272,025.00

Supplier Notes: Response of $10,075.00/load is to provide the correct extended value. (0.2015/lb x 50,000lbs= $10,075.00). Pricing is based on $0.2015/lb - full truckload quantities

1.12
Liquid Aluminum Sulfate with 1% Copper Sulfate

Average order (60,000 lbs.)

Quantity: 60 UOM: Bulk (lbs.) Price: $9,270.00 Total: $556,200.00

Supplier Notes: Response of $9,270.00/load is to provide the correct extended value. (0.1545/liq lb x 60,000lbs= $9,270.00). Pricing is based on $0.1545/lb - full truckload quantities

1.13
Wastewater Polymer

Average order (35,000 lbs.)

Quantity: 6 UOM: Bulk (lbs.) ***No Bid***

1.14
Wastewater Polymer

Average order (30 drums)

Quantity: 40 UOM: 55 gallon drum ***No Bid***

1.15
Liquid Ammonium Sulfate (38%-40%)

Average order (200 tons)

Quantity: 250 UOM: Ton ***No Bid***

Response Total: $1,188,832.50

CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS

WATER & WASTEWATER TREATMENT CHEMICALS
UTILITIES DEPARTMENT

REVISED 9/26/22

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a two-year contract for the purchase of chemicals used for water and wastewater treatment 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 October 5, 2022; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on October 6, 2022.**

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

Bid: Water & Wastewater Treatment Chemicals – Utilities Department
FY23-001

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**

City of Laredo
Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a two-year contract for the purchase of chemicals used for water and wastewater treatment 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 October 5, 2022**; and all bids received will be opened and **read publicly at 10:00 AM** at the Office of the City Secretary on **October 6, 2022.**

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

Bid: Water & Wastewater Treatment Chemicals – Utilities Department
FY23-001

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 14th DAY OF SEPTEMBER 2022.

For: Jose A. Valdez Jr.
City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: https://cityoflaredo.ionwave.net/Login.aspx

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to:

CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador
5512 Thomas Ave,
Laredo, TX 78041
mpescador@ci.laredo.tx.us

or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
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Laredo, Texas 78041.

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(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 items** to the **(lowest responsive responsible bidder or bidders)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.
Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:
"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30-day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and
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

If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurrence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Pollution Liability insurance with minimum limits of $1,000,000.00 per occurrence.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.

9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

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.

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.

Formal Invitation for Bids
Water & Wastewater Treatment Chemicals

15.0 Scope of Work

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for the purchase of chemicals used for water and wastewater treatment for the Utilities Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx

15.1 The City of Laredo Water & Wastewater Department is requesting bids for the enclosed list of chemicals. All specification questions for this bid shall be directed to the following Utilities Department point of contacts:

Wastewater Treatment - Mr. Tomas Hernandez at (956) 721-2022 or by email thernandez@ci.laredo.tx.us or Mr. Carl Scruggs, at (956) 795-2720 or by email csruggs@ci.laredo.tx.us

Water Treatment - Mr. Jose L. Tijerina at (956) 795-2620 or by email jtijerina@ci.laredo.tx.us or Mr. Ruperto A. Martinez at (956) 795-2620 or by email ramartinez@ci.laredo.tx.us

15.2 All questions for this bid shall be submitted through Cit-E-Bid or by email no later than 2:00 PM on September 22, 2022 to: ealdape@ci.laredo.tx.us

15.3 The quantities listed on the attached sheets are approximate quantities for the period of one year.

15.4 An award to the successful bidders will be made by the City Council

15.5 The City of Laredo reserves the right to reject any or all bids or to accept any bid or combination of bids deemed advantageous to the City of Laredo.

15.6 The City of Laredo reserves the right to cancel contract upon thirty (30) days written notice if bidder fails to conform to the terms and conditions as stated in these specifications.

15.7 Prospective bidders must prove beyond any doubt to the City Purchasing Agent that they are duly qualified and capable to fulfill and abide by the specifications herein listed.

15.8 Bidders are required to submit their proposals upon the following expressed conditions:

15.9 When contractors cannot abide by the terms and conditions in fulfilling their contracts, contractor must supply the materials from other sources at the contract price. If contractor delays in providing the service or supplies, i.e., chemicals, the City of Laredo reserves the right to purchase on the open market and charge the contractor the difference between the contract price and the purchase price.

15.10 All chemicals in bidder's specifications must comply with contract and are to be equal to or better in all respect.

15.11 All chemicals will be purchased on a per-need basis. Purchase orders will be issued to the successful bidder for each order. All invoices must have purchase order number and authorized signature to process for payment.

15.12 All chemicals purchased by the City of Laredo, for Water and Wastewater Department must comply with all government state and federal regulations. Except for chemicals used specifically in wastewater applications, the successful bidder shall submit an affidavit of compliance with all pertinent A.W.W.A. specifications.

15.13 Bid price shall be given per pound or per gallon of product, **FOB freight included**, Laredo, Texas.

Where applicable, bidders shall state the product concentration as well as the active ingredient concentration, if different from that specified. For bid evaluation purposes the City reserves the right to recalculate the price of the chemical to reflect the specified concentrations.

15.14 Method of delivery shall have all necessary safety equipment, appropriate unloading equipment, and sufficient manpower to provide for proper unloading of product and materials without the assistance of City of Laredo personnel. Unloading of chemical units will be the sole responsibility of the company delivery personnel and the delivery company will be liable for any damages to City property.

Locations: Jefferson Water Treatment Plant, El Pico Water Treatment Plant, Zacate Wastewater Treatment Plant, Unitec WWTP, Penitas WWTP, Lar-Colombia WWTP, South Laredo WWTP and the North Laredo WWTP.

15.15 Should a major spill occur due to the negligence of the person in charge of delivering the product, all costs of product lost from shipment (or any amount lost from storage tanks should they be affected) will be encumbered by the product supplier, namely the awarded vendor.

16.0 DEFINITIONS

16.1 Buyer - The City of Laredo, Purchasing Division is herein called the buyer.

16.2 Supplier - The company from which chemicals will be purchased is hereinafter called the supplier.

16.3 ANSI/NSF - American National Standards Institute/National Sanitation Foundation. Standard 60 shall apply to all chemicals to be directly added to public water supplies. Standard 61 shall apply to all chemicals to be indirectly added to public water supplies.

17.0 Chemical Specifications

17.1 Liquid Sodium Hydroxide (NaOH) 50% Concentration
Chemical Composition
Liquid sodium hydroxide (NaOH) shall have a concentration of 50% in weight and comply with the latest edition of ANSI/AWWA B501-19 Standard for Caustic Soda.

Liquid sodium hydroxide 50% concentration offered in this proposal is in complete compliance with current City of Laredo Standards and Specifications.

Net unit price of Liquid sodium hydroxide 50% concentration offered in this bid shall be firm for a period of one year.

17.2 Liquid Ferric Sulfate (deleted).

17.3 Calcium Hypochlorite ($CaCl_2O_2$)
This specification covers Calcium Hypochlorite to be used as a disinfectant in the treatment of wastewater.

General Requirements: Except as otherwise modified or supplemented herein, material furnished shall meet the latest edition of ANSI/AWWA B300-18 Standard. Calcium Hypochlorite should contain 70 percent available chlorine.

Net price of Calcium Hypochlorite must include any Haz Mat fees and any other associated fees required to meet State and Federal codes.

Delivery will be made in truckloads of 100 lb. containers as required by City of Laredo, Water & Wastewater Department. The City will consider buying HTH in 50 lb. containers if available. Write in any other size proposed.

Delivery trucks must carry their own unloading equipment (air compressors, pumps, hoses, adapters, rear hydraulic elevators, etc.) Unloading will be the sole responsibility of the truck driver and any damages to the City property caused by negligence of the driver will be charged to the successful bidder.

Calcium Hypochlorite offered in this proposal is in complete compliance with current Laredo Water & Wastewater Department Standards and Specifications.

Net unit price of Calcium Hypochlorite offered in this bid shall be firm for a period of one year.

17.4 Liquid Chlorine (Cl)
Liquefied Chlorine shall meet the latest edition of ANSI/AWWA B301-18 Standard for liquid chlorine and NSF/ANSI Standard 60: Drinking Water Treatment Chemicals – Health Effects, latest edition. In the event of conflict between AWWA and NSF/ANSI Standards, NSF/ANSI Standards will supersede.

The City of Laredo shall have the right to reject any shipment that fails to meet the specifications contained herein or any shipment that has been damaged in transit.

Successful bidder is responsible to safely unload full cylinders and load empty cylinders.

Successful bidder will be required to furnish Liquefied Chlorine in one-ton containers and keep an inventory of not less than 16 full one-ton containers at all times for delivery to the Laredo Waterworks System at Laredo, Texas within 24 hours in case of emergency.

Successful bidder will deliver one-ton containers in a self-unloading trailer and the City shall have the option of splitting the load among various locations where chlorine is used.
Successful bidder shall periodically inspect one-ton containers and furnish evidence of such inspection. Provide pressure test results certification for all cylinders delivered to Utilities Divisions / Facilities. Cylinders shall be painted on the outside with aluminum paint.

The successful bidder will be required to abide by the rules and regulations of the Wastewater Treatment Plant's Accidental Release and Prevention Program (USEPA 40 CFR 68 – Chemical Accident Prevention Provisions)
Net price of Liquid Chlorine must include any rental of equipment fees, Haz Mat fees, and any other associated fees required to meet State and Federal Codes.

Net unit price of Liquid Chlorine offered in this bid shall be firm for a period of one year.

Note: Bidder must bid on the same commodity in 150 lb. bottles (see price schedule)

17.5 Liquid Aluminum Sulfate ($AL_2O_{12}S_3$) 50%
Liquid Aluminum Sulfate shall have a concentration of 50% by weight and comply with latest edition of ANSI/AWWA B403-16 and contain less than 25 mg/L total organic carbon (TOC) and less than 50 mg/L iron for such concentration. Liquid Aluminum Sulfate shall be made from aluminum trihydroxide only. Aluminum trihydroxide recovered from manufacturing and refinery waste streams is not acceptable. Liquid aluminum sulfate shall be watery clear white to clear in color. The liquid aluminum sulfate shall be free from any odors.

The material shall meet the following chemical and physical properties:

Aqueous solution of aluminum sulfate
10043-01-3 (C.A.S.)

pH (neat)	1.4-2.6
Specific Gravity @ 21° C (70° F)	1.30-1.35
Freezing Point (approx.)	-16°C (4°F)
Density, lbs./gal., US	10.8-11.3
Aluminum as Al, %	4.2-4.5
Aluminum as Al2O3, %	8.0-8.4
Aluminum as Al2(SO4)3·14H2O (Dry Alum). %	46-49

The City of Laredo shall have the right to reject any shipment that fails to meet the specifications, consistency, or appearance contained herein.

The product bid must be quoted on a 50% weight aluminum sulfate base.

At the request of the City, the successful bidder shall submit an affidavit of compliance with ANSI/AWWA B403-16 Standard plus an analysis data sheet of the product as reported by a commercial laboratory other than the manufacturer. All invoices must be adjusted to real concentrations of product delivered.

The successful bidder will be required to furnish 50% Liquid Aluminum Sulfate in bulk by trucks carrying their own delivery equipment such as pumps, compressor and hoses. The truck driver shall perform the unloading operation without assistance (under normal circumstances) and insure that no spills occur during such operation. Should a major spill occur due to negligence of the person in charge of delivering the product, all costs of product lost from the shipment (or any amount lost from storage tanks should then be affected) will be encumbered by the product supplier, namely the successful bidder.

Successful bidder shall be required to keep an inventory of no less than 44,000 lbs. of product at all times for delivery to the city of Laredo within 24 hours in case of an emergency.

Net unit price of Liquid Aluminum Sulfate offered in this bid shall be firm for a period of one year.

17.6 Cationic Polymer

Chemical Composition

The cationic polymer shall contain 20% dimethyl diallyl ammonium chloride as the active ingredient such as the CAT FLOC T manufactured by Calgon Com

The cationic polymer furnished shall be suitable for treatment of water for human consumption. Pertinent documentation shall be presented to prove the non-toxic nature of the product.

Bidders must state the shelf life of the product when exposed to the elements as in the case of an outdoor fiberglass storage tank. The City of Laredo will take shipments of 48,000 pounds at a time. Delivery trucks must carry their own unloading equipment (air compressors, pumps, hoses, adaptors, rear hydraulic elevators, etc.)

Unloading will be the sole responsibility of the truck driver and any damages to the City property caused by negligence of the driver will be charged to the successful bidder.

For evaluation purposes the City reserves the right to bench-test the polymers to determine their performance relative to all others. Performance shall be based on residual turbidity for a conventional jar test, under the raw water characteristics prevailing at the time of testing.

Net unit prices of cationic polymer offered in this bid shall be firm for a period of one year.

17.7 Wastewater Sludge Conditioning Polymers

Organic polymer, synthetic, high molecular weight, water soluble electrolytes, manufactured specifically for use in flocculants in conditioning wastewater sludge for belt filter press applications. Polymer shall be a dispension/emulsion readily and completely soluble in water. The polymer must maintain minimum ninety percent (90%) strength for up to six months after delivery. Physical and chemical characteristics shall not change during this period.

Net unit prices of sludge conditioning polymers offered in this bid shall be firm for a period of one year.

Pre-qualification - The City reserves the right to pre-qualify any and all products offered for this bid. Bidders will be required to perform jar testing using their recommended product and provide the testing results to owner. In addition, bidders must provide desire chemical in five gallon pails for in-house testing. At the City's desire, a pilot test or full-scale test shall be conducted to determine the most advantageous product for the City. Should product testing become necessary, the City will prepare and will issue guidelines and additional requirements.

Shipping:

A. The polymer shall be shipped via tank trucks with a minimum loading of 2000 gallons and a maximum loading of 5000 gallons per shipment.

B. The City Of Laredo reserves the option of shipment in 55 gallons drums or by the truck loads.

Delivery trucks must carry their own unloading equipment (air compressors, pumps, hoses, adapter, rear hydraulic elevators, etc.) unloading will be the sole responsibility of the truck driver and any damages to the City property caused by the negligence of the driver will be charged to the successful bidder. Pricing shall be F.O.B., City of Laredo Southside and North Laredo Wastewater Treatment Plants.

17.8 Anionic Polymer (Clarifloc 210)

Chemical to be used in wastewater for odor control is to be shipped and received in 270 gallon totes.
Must meet the American Water Works Association specifications; latest standard version.
Anionic Polymer (Clarifloc 210) shall contain a liquid physical state (straw colored liquid), with a boiling point of 100 degrees C and a specific gravity (H2=1)—1.02 – 1.04. The truck driver shall perform the unloading and transfer of the chemical into specialized storage tanks without assistance (under normal circumstances) and insure that no spills occur during such operation. Should a major spill occur due to negligence of the person in charge of delivering the product, all costs of product lost from that shipment (or any amount lost from storage tanks) and/or any soil remediation requirements affected will be encumbered by the product supplier, namely the successful bidder.

Net unit prices of anionic polymer offered in this bid shall be firm for a period of one year.

17.9 Liquid Ammonium Sulfate ($H_8N_2O_4S$)

The material shall be commonly known as Liquid Ammonium Sulfate (LAS). The liquid shall be suitable for feeding by means of metering pumps or other metering devices constructed of corrosion resistant materials. ANSI/AWWA B302-16 Standard for Ammonium Sulfate and NSF/ANSI Standard 60: Drinking Water Treatment Chemicals – Health Effects, latest edition. In the event of conflict between AWWA and NSF/ANSI Standards, NSF/ANSI Standards will supersede. The material shall be provided with Affidavit of Compliance or Certified Analysis as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance to NSF/ANSI Standard 60: Drinking Water Treatment Chemicals – Health Effects.

The material shall meet the following chemical and physical properties:

Weight % dry salt.....38-40
% available ammonia.....10%
Specific Gravity.....1.20-1.23
pH.....2.0-5.0
Soluble Iron.....<30 mg/l
Insoluble Matter.....<0.01 wt%
Freeze Point.....<10 deg. F
Appearance.....Clear, colorless to faint yellow

Liquid ammonium sulfate shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated properly with the ammonium sulfate.

The vendor shall conduct training classes in the handling and safety of Liquid Ammonium Sulfate at the plant site, at the request of the Plant Superintendent. The training shall meet all of the requirements of the Hazard Communications Act.

Packaging and shipping of Liquid Ammonium Sulfate shall be in accordance with current federal, state and local regulations. The tanks shall be suitable materials that will not be affected by the properties of the liquid. Tank trucks shall be in suitable condition for hauling liquid ammonium sulfate and shall not contain any substances that might affect the use of usefulness of the product in treating water for human consumption.

Copies of certified lab showing compliance with all listed specifications shall be provided with each order of product. A current copy of the NSF/ANSI Standard 60 certificate shall be included in the bid packet for the product described. Additionally, each bill of lading shall bear the NSF Stamp.

Net unit prices of liquid ammonium sulfate offered in this bid is shall be firm for a period of one year.

17.10 Liquid Aluminum Sulfate 50% with 1% Copper Sulfate

Liquid Aluminum Sulfate with 1% Copper Sulfate shall have a concentration of 50% by weight and comply with the latest edition of ANSI/AWWA B403-16 Standard for Aluminum Sulfate and contain less than 25 mg/L total organic carbon (TOC) and less than 50 mg/L iron for such concentration. Liquid Aluminum Sulfate shall be made from aluminum trihydroxide (ATH) only. Aluminum trihydroxide (ATH) recovered from manufacturing and refinery waste streams is not acceptable. Liquid aluminum sulfate shall be watery clear white to clear in color. The liquid aluminum sulfate shall be free from all odors.

The material shall meet the following chemical and physical properties:

Aluminum sulfate mixture	
10043-01-3 / 7758-99-8 (C.A.S.)	
pH (neat)	2.4-2.7
Specific Gravity @ 21° C (70° F)	1.29-1.32
Freezing Point (approx.)	-16°C (3°F)
Density, lbs./gal., US	10.8-11.0
Aluminum as Al, %	4.1-4.3
Aluminum as AL2O3, %	7.7-8.1
Copper (II) Sulfate Pentahydrate, %	0.8-1.2
Soluble Cupric Iron (CU +2), %	0.20-.31

- Needs to be EPA Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) Certification (EPA Website)
- Needs to ships from Texas
- Must respond within 48 hours
- Must be able to have same day and overnight shipping
- Aluminum Sulfate shall be made from Hydrate Alumina. Bauxite Aluminum Sulfate will not be accepted

The City of Laredo shall have the right to reject any shipment that fails to meet the requirements and specifications contained herein.

The product bid must be quoted on a 50% weight aluminum sulfate base.

At the request of the City, the successful bidder shall submit an affidavit of compliance with all pertinent and latest edition AWWA Standards plus an Affidavit of Compliance and analysis data sheet of the product as reported by a commercial laboratory other than the manufacturer. All invoices must be adjusted to real concentrations of product delivered.

The successful bidder will be required to furnish 50% Liquid Aluminum Sulfate in bulk by trucks carrying their own delivery equipment such as pumps, compressor and hoses. The truck driver shall perform the unloading operation without assistance (under normal circumstances) and insure that no spills occur during such operation. Should a major spill occur due to negligence of the person in charge of delivering the product, all costs of product lost from the shipment (or any amount lost from storage tanks should then be affected) will be encumbered by the product supplier, namely the successful bidder.

Successful bidder shall be required to keep an inventory of no less than 44,000 lbs. of product at all times for delivery to the City of Laredo within 24 hours in case of an emergency.

Net unit price of Liquid Aluminum Sulfate offered in this bid shall be firm for a period of one year.

18.0 Insurance Requirements

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. Said insurance policies shall comply with all requirements set forth in section 12.0 of these specifications. Contractor(s) shall keep a current certificate of insurance in the City of Laredo Purchasing Division at all times and shall immediately report any changes to the Purchasing Office Administration.

19.0 Term of Contract

The term of this contract shall be for a period of two (2) years beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date. This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

20.0 Award of Contract

This contract will be **awarded by items** to the **(lowest responsive responsible bidder or bidders)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.
Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:
"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

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:
Company Information Questionnaire
Conflict of Interest Questionnaire
Non-Collusive Affidavit
Discretionary Contract Disclosure
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) CHEMTRADE CHEMICALS US LLC

Signature Elizabeth Ryno Date OCTOBER 4, 2022
of person authorized to sign bid

Print Name ELIZABETH RYNO
of person authorized to sign bid

Title: MARKETING SPECIALIST

Business Address: 90 EAST HALSEY ROAD, SUITE 200

City, State, Zip Code: PARSIPPANY, NJ 07054

Telephone Number: 800-441-2659 Fax Number: 973-515-4461

Contact Person Email Address: bids@chemtradelogistics.com

Federal Tax ID Number: 74-3104940

Bidders Principal/Corporate Place of Business Address: 90 EAST HALSEY RD, STE 200, PARSIPPANY, NJ 07054

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: X

If other state business status: LIMITED LIABILITY CO

State how long under its present business name: 8+ YEARS

If applicable, list all other names under which the Business identified above operated in the last five years.

NONE

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? (Yes) / No

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: Chemical Bid Price Schedule – Unit price must include freight charges, fuel charges, and HAZ-MAT fees.

Item	Chemical	Unit of Measure	Est./Qty./Year	Unit Price	Ext. Price
1	Liquid Sodium Hydroxide (50%)	47,000 Lbs.	9	$ NO BID	$
2	Liquid Sodium Hydroxide (50%)	275 Gal. Tote	9	$ NO BID	$
3	Liquid Sodium Hydroxide (25%)	47,000 Lbs.	9	$ NO BID	$
5	Calcium Hypochlorite	100 Lbs. Drum	60	$ NO BID	$
4	Liquid Ferric Sulfate (Deleted)				
6	Liquid Chlorine	2,000 lbs. Cylinder	540	$ NO BID	$
7	Liquid Chlorine	150 lbs. Cylinder	540	$ NO BID	$
8	Liquid Aluminum Sulfate (50%)	47,000 Lbs.	75	$ *4,808.10	$ 306,607.50
9	Cationic Polymer (C-308)	45,000 Lbs.	10	$ NO BID	$
10	Anionic Polymer (Clarifloc 210)	270 Gal. Tote	8	$ NO BID	$
11	Liquid Ammonium Sulfate	50,000 Lbs.	27	$ *10,075.00	$ 272,025.00
12	Liquid Aluminum Sulfate with 1% Copper Sulfate	47000 Lbs.	60	$ *9,270.00	$ 556,200.00
14	Wastewater Polymer	35,000 Lbs.	6	$ NO BID	$
15	Wastewater Polymer	55 Gallon Drum	40	$ NO BID	$
16	Liquid Ammonium Sulfate (38%-40%)	Ton	250	$ NO BID	$

Company Name: CHEMTRADE CHEMICALS US LLC

Owner/President Name: SCOTT ROOK

Company Address: 90 EAST HALSEY ROAD, SUITE 200

City, State, Zip Code: PARSIPPANY, NJ 07054

Company Authorized Representative's Signature: Elizabeth Ryno

Company Representative's Name: ELIZABETH RYNO, MARKEITNG SPECIALIST

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

*UNIT PRICE BASED ON FULL TRUCKLOAD QUANTITIES. FOR CONVERSION PURPOSE ONLY, PRICES EQUATE TO:
8. $0.1023/LIQ LB; 11. $0.2015/LBS "AS IS", 12. $0.1545
PLEASE NOTE FOR ITEM# 12, PRODUCT BEING BID ON IS CHEMTRADE'S CLAR+ION CS4

25.0 Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040,** a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is *a* Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731

CITY OF LAREDO
PURCHASING DIVISION

[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.

ELIZABETH RYNO — Name
Elizabeth Ryno — Signature
OCTOBER 4, 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.

CHEMTRADE CHEMICALS US LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

NONE EXISTS
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.

Elizabeth Ryno
Signature of person doing business with the governmental entity

10/04/2022
Date

26.0 Non-Collusive Affidavit **AFFIDAVIT**

Project: FY23-001 WATER & WASTEWATER TREATMENT CHEMICALS - UTILITIES DEPT.

Form of Non-Collusive Affidavit

NEW JERSEY AFFIDAVIT

STATE OF ~~TEXAS~~ {}
COUNTY OF ~~WEBB~~ {}
MORRIS

ELIZABETH RYNO

Being first duly sworn, deposes and says:

That he/she is MARKETING SPECIALIST
(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.

Elizabeth Ryno

Signature of: ELIZABETH RYNO, MARKETING SPECIALIST
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 4 day of OCTOBER 20 22.

Parul Kachhia-Patel

Notary Public

My commission expires:

PARUL N. KACHHIA-PATEL
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 1/30/2025

27.0 **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 X New Submission or ___Correction or ___Update to previous submission.**

***1. Name of person submitting this disclosure form.**

First	M.I.	Last	Suffix
ELIZABETH		RYNO	

***2. Contract Information.**

a) Contract or Project name(s): FY23-001

b) Originating Department(s): UTILITIES 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
CHEMTRADE CHEMICALS US LLC ELIZABETH RYNO	Elizabeth Ryno		

***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):

PLEASE SEE ATTACHED

***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.

ELIZABETH RYNO	Elizabeth Ryno	MARKETING SPECIALIST
Name (Print)	Signature	Title

CHEMTRADE CHEMICALS US LLC	OCTOBER 4, 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

28.0 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

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. 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.

CHEMTRADE CHEMICALS US LLC

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

CITY OF LAREDO

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

FY23-001 WATER & WASTEWATER TREATMENT CHEMICALS - UTILITIES DEPT.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Elizabeth Payne
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*******

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 October 5, 2022; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on October 6, 2022.**

Hand delivered Bids are to be submitted in a sealed envelope clearly marked:

Bid: Water & Wastewater Treatment Chemicals – Utilities Department
FY23-001

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

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.**

CHEMTRADE CHEMICALS US LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

NONE EXISTS

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 Elizabeth Rayner

Signature of vendor doing business with the governmental entity

10/4/2022

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

City of Laredo
Purchasing Division

September 26, 2022

Questions and Answers

Ref: Bid: **FY23-001 Water & Wastewater Treatment Chemicals**
Utilities Department

To All Interested Vendors:

Please note the following **questions and answers:**

Questions and Answers

1). Please provide your current price & supplier for Ferric Sulfate and Aluminum Sulfate.
Asked By: G2O Technologies LLC [Hale, Patsy]
Answer: Aluminum Sulfate price is at $0.1305 lbs. We do not use Ferric Sulfate.

2). While reviewing the documents for Event FY23-001, we noticed that Professional Liability, & Omissions coverage has been added to Section 12.0 Insurance Requirements located on page 6 of 30 and Section 36 located on page 13 of 19. This type of coverage is normally required for professions that market their expertise or professional options, such as Physicians, Attorneys or Engineers. Event FY23-001 is for the supply of Chemicals. Vendors awarded resulting contracts will be invoicing the City for quantities of chemicals shipped to the City not professional expertise. Products bid are determined by testing or, in the case of Polydyne past usage. Due to determination that Polydyne's role as a polymer supplier does not rise to a level that would warranty the need for this type of coverage by our Insurance Broker and Legal Counsel, Polydyne Inc. does not carry this coverage. Since this coverage is not applicable, Polydyne Inc. requests that this requirement be removed.
Asked By: Polydyne Inc. [Vickery, Randal]
Answer: The bid states "if and when applicable…" This type of coverage does not apply.

3). A) Please send previous bid results. **Asked By: Univar Solutions USA Inc. [Holiday, Roise]**
Answer: Bid Tabulation FY20-090 is posted.

B) Please specify ship address for each product.
Answer: Jefferson Water Treatment Plant 2519 Jefferson, Laredo, Tx 78040.
El Pico Water Treatment Plant19002 Riverbank Rd Laredo, Tx 78046.

C) Ammonium Sulfate 38-40% - 250 tons, what size delivery?
Answer: 48,000 lbs. per delivery

City of Laredo
Purchasing Division

4). What is the current price for Ferric Sulfate and who is the current vendor?
Asked By: Pencco, Inc [Duffy, Sarah]
Answer: Here at Jefferson Water Treatment Plant and El Pico Water Treatment Plant
We do not use Ferric Sulfate.

5). Page 6: Revision of 12.0 Insurance Requirements letter D.

6). Page 10: Deleted 17.2 Liquid Ferric Sulfate.

7). Page 15: Additional Information for 17.10 Liquid Aluminum Sulfate.

8). Page 19: Deleted Item 4 Liquid Ferric Sulfate from Bid Price Schedule 24.1

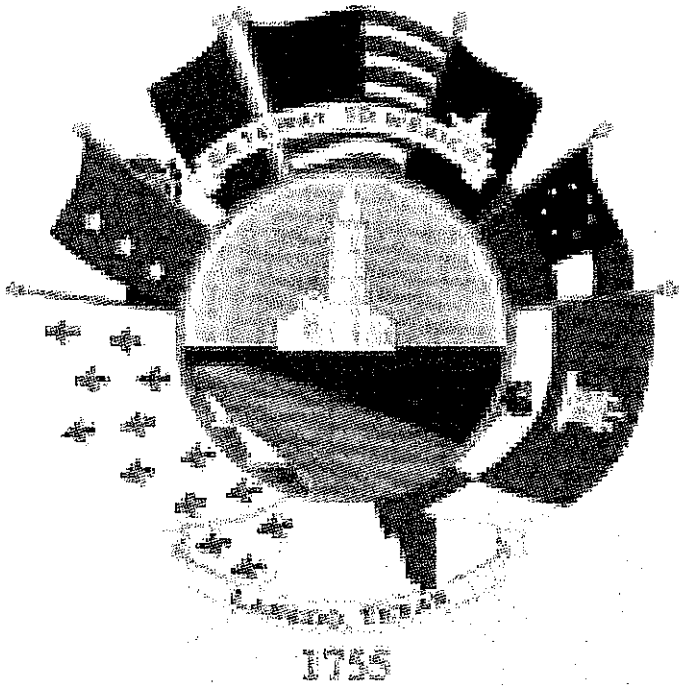
If there are any questions concerning these questions and answers or the specifications, please contact me at (956)-794-1731.

Sincerely,

Miguel A. Pescador for
Purchasing Agent

XC Purchasing File

Line #	Description	QTY	UOM	Pencco, Inc		ALTIVIA Chemicals, LLC		Brenntag Southwest, Inc.		Polydyne Inc.		DPC Industries, Inc.		Chemtrade Chemicals US LLC	
				Total Price		Total Price		Total Price		Total Price		Total Price		Total Price	
				Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Section I Chemical Bid Price Schedule Note: Unit price shall include freight charges, fuel charges, and HAZ-Mat Fees	1	EA												
1.1	Liquid Sodium Hydroxide (50%) Average order (47,000 lbs.)	9	Bulk (lbs)	No Bid		No Bid		No Bid		No Bid		$0.1475		$8178 to 0.174/lb	
1.2	Liquid Sodium Hydroxide (50%) Average order (3,500 gallons.)	9	275 Gallon Tote (Gallon)	No Bid		No Bid		$909.60/Tote or $2.944/gal		No Bid				No Bid	
1.3	Liquid Sodium Hydroxide (25%) Average order (47,000 lbs.)	9	Bulk (lbs.)	No Bid		No Bid		No Bid		No Bid		$0.0894		$5311 or $0.113/lb	
1.4	Liquid Ferric Sulfate Average order (47,000 lbs.)	5	Bulk (lbs.)	$0.13		$0.116		No Bid		No Bid				$7238 or $0.154/lb	
1.5	Calcium Hypochlorite Average order (40 drums)	60	100 lb. Drums	No Bid		No Bid		$178.00		No Bid				No Bid	
1.6	Liquid Chlorine Average order (480 cylinders)	540	2000 lb.Cylinder	No Bid		No Bid		$692.00/Ton or $0.3446/lb		No Bid		$850.00		No Bid	
1.7	Liquid Chlorine Average order (180 cylinders)	540	150 lb Cylinder	No Bid		No Bid		No Bid		No Bid		$734.50	Plus $ 45.00 delivery charge/location	No Bid	
1.8	LiquidAluminum Sulfate(50%) Average order (47,000 lbs.)	75	Bulk (lbs)	No Bid		No Bid		$0.0858		No Bid				$3350.50 or $0.0715/lb	
1.9	Cationic Polymer (C-308) Average order (45,000 lbs.)	10	Bulk (lbs.)	No Bid		No Bid		No Bid		$26,199.00/load or 0.58/lb				No Bid	
1.10	AnionicPolymer (ClariFloc 230) Average order (8 totes)	8	270 Gallon Tote (Gallon)	No Bid		No Bid		No Bid		$8.00/per gal				No Bid	
1.11	Liquid Ammonium Sulfate Average order (50,000 lbs.)	27	Bulk (lbs.)	No Bid		No Bid		$0.1125		No Bid				$5050 or $0.101/lb	
1.12	Liquid Aluminum Sulfate with 1% Copper Sulfate Average order (60,000 lbs.)	60	Bulk (lbs.)	No Bid		No Bid		$0.0858		No Bid				$5004 or $0.116/sq ft	
1.14	Wastewater Polymer Average order (35,000 lbs.)	6	Bulk (lbs.)	No Bid		No Bid		No Bid		$44,880.00				No Bid	
1.15	Wastewater Polymer Average order (30 drums)	40	55 gallon drum	No Bid		No Bid		No Bid		$567.00				No Bid	
1.16	Liquid Ammonium Sulfate (38%-40%) Average order (200 tons)	250	Ton	No Bid		No Bid		$225/Ton or 0.1125/lb		No Bid				$392/Ton	



FY23-001 Water & Wastewater Treatment Chemicals Addendum 1

FY23-001 Water & Wastewater Treatment Chemicals

Issue Date: 9/14/2022
Questions Deadline: 9/22/2022 02:00 PM (CT)
Response Deadline: 10/5/2022 05:00 PM (CT)

City of Laredo Purchasing

Contact Information

Contact: Jose L. Tijerina
Address: Utilities
2519 Jefferson Street
Laredo, TX 78041
Phone: (956) 795-2620
Email: jtijerina@ci.laredo.tx.us

Event Information

Number:	FY23-001 Water & Wastewater Treatment Chemicals Addendum 1
Title:	FY23-001 Water & Wastewater Treatment Chemicals
Type:	Request For Bid
Issue Date:	9/14/2022
Question Deadline:	9/22/2022 02:00 PM (CT)
Response Deadline:	10/5/2022 05:00 PM (CT)
Notes:	

Ship To Information

Contact: Jose A. Valdez, Jr.
Address: City Secretary
City Hall
3rd floor
1110 Houston St
3rd floor
Laredo, TX 78043
Phone: (956) 791-7312

Billing Information

Contact: Jorge Jolly
Address: Accounts Payable
City Hall
2nd
PO Box 210
Laredo, TX 78042
Phone: (956) 791-7326
Email: jjolly@ci.laredo.tx.us

Bid Attachments

Conflict of Interest Questionnaire-Revised 1-1-2021.pdf — Download
Conflict of Interest Questionnaire (CIQ)

Non-Collusive Affidavit Form.pdf — Download
Non-Collusive Affidavit Form

Form 1295- Certificate of Interested Parties.pdf — Download
Form 1295

Bid Tab FY20-090 Water Chemicals Recommendations.pdf — Download
Bid Tab FY20-090 Water Chemicals

FY23-001 Water & Wastewater Treatment Chemicals Revised 92622.pdf — Download
FY23-001 Water & Wastewater Chemicals Revised 92622

FY23-001 Question and Answer.pdf — Download
FY23-001 Questions & Answers

Bid Attributes

1	**Award by Item** This contract will be awarded by item to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. ☑ Yes *(Optional: Check if applicable)*

2 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

CHEMTRADE CHEMICALS US LLC

ELIZABETH RYNO, MARKETING SPECIALIST

800-441-2659

(Required: Maximum 1000 characters allowed)

4 State how long under has the business been in its present business name

8+ YEARS

(Required: Maximum 1000 characters allowed)

5 If applicable, list all other names under which the Business identified above operated in the last five years

NONE

(Required: Maximum 4000 characters allowed)

6 State if the Company is a certified minority business enterprise

The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

7 Questions Part 1

1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?

1.YES, 2.NO, 3.NO, 4.NO, 5.NO

(Required: Maximum 4000 characters allowed)

8 Questions Part 2

1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?

1.NO. 2.NO, 3.NO

(Required: Maximum 4000 characters allowed)

9 State if the Company is a certified minority business enterprise

☐ Historically Underutilized Business (HUB) ☐ Small Disadvantaged Business Enterprise (SCBC)

☐ Disadvantaged Business Enterprise (DBE) ☐ Other

☒ This company is not a certified minority business

(Required: Check only one)

10 Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of $250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

11 Conflict of Interest Questionnaire Form CIQ

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

12 Conflict of Interest Questionnaire

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)

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 ☐ Correction ☐ Update to previous submission

(Required: Check only one)

15 **Question 1. Name of person submitting this disclosure form**

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

ELIZABETH RYNO

(Required: Maximum 1000 characters allowed)

16 **Question 2. Contract information**

Please include the following: a)Contract or Project Name b)Originating Department

FY23-001 WATER & WASTEWATER TREATMENT CHEMICALS - UTILITIES DEPARTMENT

(Required: Maximum 4000 characters allowed)

17 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

CHEMTRADE CHEMICALS US LLC

(Required: Maximum 4000 characters allowed)

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 ☒ It applies to my business

(Required: Check only one)

19 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

CHEMTRADE CHEMICALS CORPORATION (PARENT)

CHEMTRADE WEST US LLC, CHEMTRADE SOLUTIONS LLC, CHEMTRADE SULFATE CHEMICAL INC. (SUBSIDIARIES)

WASTERSIDE URBAN RENEWAL CORPORATION, GENTEK CHEMICAL HOLDINGS INC (SUBSIDIARIES)

(Optional: Maximum 4000 characters allowed)

20 **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)

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.

GROENDYKE TRANSPORT

(Optional: Maximum 4000 characters allowed)

22 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

☒ Not Applicable ☐ It applies to my business

(Required: Check only one)

23 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

(Optional: Maximum 4000 characters allowed)

24 **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☒ Not Applicable ☐ It applies to my business

(Required: Check only one)

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.

(Optional: Maximum 4000 characters allowed)

26 **Updates on contributions required**

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

27 **Question 8. 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)

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.

(Optional: Maximum 4000 characters allowed)

29 **Question 9. Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

[X] I have read and understand this section
(Required: Check if applicable)

30 **Question 10. No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from 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.

[X] I have read and understand this section
(Required: Check if applicable)

31 **Question 11. Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

[X] I have acknowledge that I have been advised
(Required: Check if applicable)

32 **Question 11. Oath**

Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date

1. ELIZABETH RYNO
2. MARKETING SPECIALIST
3. CHEMTRADE CHEMICALS US LLC
4. OCTOBER 4, 2022

(Required: Maximum 4000 characters allowed)

33 **Question 12. Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

[X] I swear or affirm information is correct
(Required: Check if applicable)

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

(Required: Check if applicable)

35 **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 items** to the **(lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).

(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

12.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE

OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

CHAPTER 137: COMPLIANCE AND PROFESSIONALISM

SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS

§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT (a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☒ I Agree to the Terms and Conditions

(Required: Check if applicable)

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) Pollution Liability insurance with minimum limits of $1,000,000.00 per occurrence. (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
7

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)

38 **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.

[X] I have read and understand this section
(Required: Check if applicable)

39 **Acknowledgement of Questions, Answers, & Revisions to FY23-001**

Acknowledgement of Questions, Answers, & Revisions to FY23-001.

[X] Vendor has acknowledged questions and answers.
(Required: Check if applicable)

Bid Lines

1 **Package Header**

Section I –Chemical Bid Price Schedule
Note: Unit price shall include freight charges, fuel charges, and HAZ-Mat Fees

Quantity: 1 UOM: EA Total: $ 1,188,832.50

Supplier Notes: ALL PRICES ARE BASED ON FULL TRUCKLOAD QUANTITIES

[ ] No bid
[ ] Alternate specification *(Attach separate sheet)*
[ ] Additional notes *(Attach separate sheet)*

Package Items

1.1
Liquid Sodium Hydroxide (50%)

Average order (47,000 lbs.)

Quantity: 9 UOM: Bulk (lbs) Price: $ Total: $

Supplier Notes:

[X] No bid
[ ] Additional notes *(Attach separate sheet)*

1.2
Liquid Sodium Hydroxide (50%)

Average order (3,500 gallons.)

Quantity: 9 UOM: 275 Gallon Tote (Gallon) Price: $ Total: $

Supplier Notes:

[X] No bid
[ ] Additional notes *(Attach separate sheet)*

1.3
Liquid Sodium Hydroxide (25%)

Average order (47,000 lbs.)

Quantity: 9 UOM: Bulk (lbs.) Price: $ Total: $

Supplier Notes:

[X] No bid

[ ] Additional notes *(Attach separate sheet)*

1.4 ***Line deleted as part of an Addendum***

1.5
Calcium Hypochlorite

Average order (40 drums)

Quantity: 60 UOM: 100 lb. Drums Price: $ Total: $

Supplier Notes:

[X] No bid

[ ] Additional notes *(Attach separate sheet)*

1.6
Liquid Chlorine

Average order (480 cylinders)

Quantity: 540 UOM: 2000 lb.Cylinder Price: $ Total: $

Supplier Notes:

[X] No bid

[ ] Additional notes *(Attach separate sheet)*

1.7
Liquid Chlorine

Average order (180 cylinders)

Quantity: 540 UOM: 150 lb Cylinder Price: $ Total: $

Supplier Notes:

[X] No bid

[ ] Additional notes *(Attach separate sheet)*

1.8
Liquid Aluminum Sulfate (50%)

Average order (47,000 lbs.)

Quantity: 75 UOM: Bulk (lbs) Price: $ 4,808.10 Total: $ 360,607.50

Supplier Notes: Pricing is based on 47,000 lb loads. ($0.1023 x 47,000 lbs = $4,808.10)
Unit price is $0.1023/liq lbs based on full truckload quantities.

[ ] No bid

[ ] Additional notes *(Attach separate sheet)*

1.9 Cationic Polymer (C-308)

Average order (45,000 lbs.)

Quantity: 10 UOM: Bulk (lbs.) Price: $ Total: $

Supplier Notes: [X] No bid

[ ] Additional notes *(Attach separate sheet)*

1.10 Anionic Polymer (Clarifloc 210)

Average order (8 totes)

Quantity: 8 UOM: 270 Gallon Tote (Gallon) Price: $ Total: $

Supplier Notes: [X] No bid

[ ] Additional notes *(Attach separate sheet)*

1.11 Liquid Ammonium Sulfate

Average order (50,000 lbs.)

Quantity: 27 UOM: Bulk (lbs.) Price: $ 10,075.00 Total: $ 272,025.00

Supplier Notes: Pricing is based on 50,000 lb loads. ($0.2015 x 50,000 lbs = $10,075.00)

Unit price is $0.2015/lbs "As Is" based on full truckload quantities.

[ ] No bid

[ ] Additional notes *(Attach separate sheet)*

1.12 Liquid Aluminum Sulfate with 1% Copper Sulfate

Average order (60,000 lbs.)

Quantity: 60 UOM: Bulk (lbs.) Price: $ 9,270.00 Total: $ 556,200.00

Supplier Notes: Pricing is based on 60,000 lb loads. ($0.1545 x 60,000 lbs = $9,270.00)

Unit price is $0.1545/Liq lbs based on full truckload quantities.

*Product being bid on is Chemtrade's Clar+ion CS4

[ ] No bid

[ ] Additional notes *(Attach separate sheet)*

1.13 Wastewater Polymer

Average order (35,000 lbs.)

Quantity: 6 UOM: Bulk (lbs.) Price: $ Total: $

Supplier Notes: [X] No bid

[ ] Additional notes *(Attach separate sheet)*

1.14 Wastewater Polymer

Average order (30 drums)

Quantity: 40 UOM: 55 gallon drum Price: $ Total: $

Supplier Notes: _____ [X] No bid

_____ [ ] Additional notes *(Attach separate sheet)*

1.15 Liquid Ammonium Sulfate (38%-40%)

Average order (200 tons)

Quantity: 250 UOM: Ton Price: $ Total: $

Supplier Notes: _____ [X] No bid

_____ [ ] Additional notes *(Attach separate sheet)*

Supplier Information

Company Name: CHEMTRADE CHEMICALS US LLC

Contact Name: ELIZABETH RYNO, MARKETING SPECIALIST

Address: 90 EAST HALSEY ROAD, SUITE 200

PARSIPPANY, NJ 07054

Phone: 800-441-2659

Fax: 973-515-4461

Email: bids@chemtradelogistics.com

Supplier Notes

ALL PRICES ARE BASED ON FULL TRUCKLOAD QUANTITIES

By submitting your response, you certify that you are authorized to represent and bind your company.

ELIZABETH RYNO
Print Name MARKETING SPECIALIST

E Lizabeth Ryno
Signature

Online Questions & Answers

Event Information

Number:	FY23-001 Water & Wastewater Treatment Chemicals Addendum 1
Title:	FY23-001 Water & Wastewater Treatment Chemicals
Type:	Request For Bid
Issue Date:	9/14/2022
Question Deadline:	9/22/2022 02:00 PM (CT)
Response Deadline:	10/5/2022 05:00 PM (CT)
Notes:	

Published Questions

Question: While reviewing the documents for Event FY23-001, we noticed that Professional Liability, & Omissions coverage has been added to Section 12.0 Insurance Requirements located on page 6 of 30 and Section 36 located on page 13 of 19. This type of coverage is normally required for professions that market their expertise or professional opions, such as Physicians, Attorneys or Engineers. Event FY23-001 is for the supply of Chemicals. Vendors awarded resulting contracts will be invoicing the City for quantities of chemicals shipped to the City not professional expertise. Products bid are determined by testing or, in the case of Polydyne past usage. Due to determination that Polydyne's role as a polymer supplier does not rise to a level that would warranty the need for this type of coverage by our Insurance Broker and Legal Counsel, Polydyne Inc. does not carry this coverage. Since this coverage is not applicable, Polydyne Inc. requests that this requirement be removed. Thank you

Answer: Refer to FY23-001 Question & Answers Document which is now posted.

Asked: 9/20/2022 11:29 AM (CT)

Question: Can you post the last bid tab?

Answer: Answers will be posted to all the questions asked after the question deadline.

Asked: 9/16/2022 01:15 PM (CT)

Question: 1. Please send previous bid results. 2. Please specify ship address for each product. 3. Ammonium Sulfate 38-40% - 250 tons, what size delivery?

Answer: Refer to FY23-001 Question & Answers Document which is now posted.

Asked: 9/15/2022 03:33 PM (CT)

Question: What is the current price for Ferric Sulfate and who is the current vendor?

Answer: Refer to FY23-001 Question & Answers Document which is now posted.

Asked: 9/15/2022 01:45 PM (CT)

CHEMTRADE

DELEGATION OF AUTHORITY

I, Scott Rook, President and Chief Executive of Chemtrade Chemicals US LLC, a Delaware limited liability company ("Chemtrade"), do hereby delegate and appoint the following agents of Chemtrade to execute all municipal contracts and instruments, including bids, proposals and quotations, which in the ordinary course of business are processed by the Marketing Group of the company:

Parul Kachhia-Patel	Lisa Brownlee	Paul Peters	Elizabeth Ryno
Leilina Gossa	Christine LaSala	Delana Peralta	Michele Schroeher

Set forth below is a certified copy of the resolution of Chemtrade authorizing such action.

Dated as of the 8th day of April, 2021

Scott Rook
President and Chief Executive Officer

CERTIFICATE OF SECRETARY

I, Susan Pare, hereby certify that I am the Corporate Secretary of Chemtrade Chemicals US LLC ("Chemtrade") and that set forth below is a true and correct copy of the resolution of the Board of Managers of Chemtrade, adopted by unanimous written consent as of the **10th day of November, 2003** and that the same has not been modified or revoked and is on the date hereof in full force and effect:

> RESOLVED that any officer of the Company be, and he hereby is, authorized to delegate, with the right of further delegation, to any other officer, employee or agent of the Company, all or any part of the authority granted to them by the Board of Managers; and that any such delegations may be general or specific and subject to such limitations and restrictions as the delegating officer shall determine.

I FURTHER CERTIFY that Scott Rook is the duly elected President and Chief Executive Officer of Chemtrade and holds such offices on the date hereof, that Mr. Rook is, in his capacity as President and Chief Executive Officer is authorized to represent and bind Chemtrade in all matters including, but not limited to, contracts and that set forth below is the genuine signature of such officer:

Scott Rook
President and Chief Executive Officer

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the seal of the Company to be affixed effective this 8th day of April, 2021.

Seal

Susan Pare
Corporate Secretary

90 East Halsey Road
Parsippany, NJ 07054
Tel: 800-441-2659

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:
2022-940407

Date Filed:
10/04/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Chemtrade Chemicals US LLC
Parsippany, NJ 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, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
FY23-001 Chemicals
To Supply Water & Wastewater Treatment Chemicals

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 ELIZABETH RYNO, and my date of birth is 10/26/1977.

My address is 90 EAST HALSEY ROAD (street), PARSIPPANY (city), NJ (state), 07054 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in MORRIS County, State of NEW JERSEY, on the 4 day of OCTOBER (month), 20 22 (year).

Elizabeth Ryno

Signature of authorized agent of contracting business entity
(Declarant)

CHEMTRADE

Water Chemicals Group
90 East Halsey Road
Parsippany, NJ 07054
Tel: 973-515-0900
Fax: 973-515-4461

ORDER CONTACT, EMERGENCY CONTACT AND TECHNICAL SERVICE INFORMATION

Normal operating business hours are Monday – Friday 8:00 AM to 5:00 PM E.S.T.

To place orders, contact your Customer Service Representative:

Jackie Prosser
Phone : 1-844-204-9675
E-mail: cssorders@chemtradelogistics.com
Fax: (647) 255-3655

After normal business hours, for emergencies *and orders please call 1-647-531-9709 and the on-call Customer Service Representative will be available to assist you. This number will also be provided if you call the regular Customer Service line.*

For Technical Service please call (315) 478-2323 or visit our website at: http://www.chemtradelogistics.com

Corporate/Sales Office
Chemtrade Chemicals US LLC.
90 East Halsey Road
Parsippany, NJ 07054

Michele Schroeher, Business Manager
Phone: (973) 515-1841
Email:
MSchroeher@chemtradelogisics.com

Robert Naranjo, Sales Acct Manger
Phone: 360) 440-0293
Email:
rnaranjo@chemtradelogistics.com

For Bid/Contract Information:
Elizabeth Ryno
Phone: (800) 441-2659
Direct: (973) 515-1858
Fax: 973-515-4461
bryno@chemtradelogistics.com
BIDS@chemtradelogistics.com

CHEMTRADE

Water Treatment Group

90 East Halsey Road
Parsippany, NJ 07054
Tel: 1-800-441-2653
Fax: (973) 515-4461

ABOUT CHEMTRADE CHEMICALS

Chemtrade Chemicals US, LLC is a worldwide supplier of water treatment and performance chemicals with our roots dating back to 1899. Chemtrade Chemicals operates a network of manufacturing and storage facilities, including 37 water chemical facilities located in Canada and across the United States.

We operate the largest number of alum manufacturing plants in North America and are a technical driving force in the water and waste treatment industries. We offer a broad line of aluminum chemistry: polyaluminum hydroxychloride formulated aluminum sulfate products, aluminum chloride and formulated products aluminum chloride, along with many grades of aluminum sulfate (liquid and dry), ammonium sulfate, polymers, and ferric sulfate.

Our facilities are supported by a domestic and international network of technical and customer service support. We also operate warehousing and distribution centers, rail, barge and truck fleets, and sales offices linked by one of the industries most advanced computer-based customer service systems.

Chemtrade Chemicals uses a combination of private truck and common carriers to ship our products. We have established long term quality partnerships with selected suppliers across the continental United States and Canada to service our numerous water treatment chemical plants.

Chemtrade Chemicals' Technical Service and Sales Team are always available to assist the customer in determining the most efficient and cost saving product for their treatment needs. We offer a broad range of water treatment chemicals that can be tested through bench and full-scale trials. Our Technical Advisors can recommend alternate products or ways to optimize current products/systems to gain cost savings and quality performance.

We strive to supply the highest quality in both products and services. Chemtrade Chemicals water treatment manufacturing plants have earned ISO 9001:2008 certifications. Chemtrade is a member of the Chemistry Industry Association of Canada (CIAC) and supports and adheres to the Association's Responsible Care® ethic and its Codes of Practices.

Value Added Services:

- Technical Service: Syracuse Technical Center is available to our customers, free of charge. Our technical team can handle and assist specification and application questions. In addition, we can offer bench test and full-scale testing; offer suggestions on which products would benefit the individual plants and how to optimize there use. We can offer frequent technical visits.
- 24 Hour Customer Service: Chemtrade Chemicals US, LLC's Customer Service Hotline is available 24 hours a day, 7 days a week, and 365 days a year. After normal business hours, the scheduled on-call Customer Service Representative is available to handle any emergency shipments.
- Over 30 manufacturing sites located across the United States and Canada allow us to ship our customers, even under emergency or force majeure situations. Chemtrade is able to utilize back-up facilities if a disruption comes to one location to avoid interruption of service to our customers. This advantage enables Chemtrade to assist municipalities not currently supplied by us if their primary supplier is unable to supply for any reason whatsoever.

CHEMTRADE

90 East Halsey Road
Parsippany, NJ 07054
Suite 200
Tel: 800-441-2659
Fax: 973-515-4461

QUALITY & TECHNICAL QUALIFICATIONS

All of Chemtrade manufacturing locations, technical laboratories and technical centers are certified laboratories and are ISO 9001:2008 certified. Additionally, the products that we are bidding on meet both NSF/ANSI Standard 60 AWWA Standard s in every respect. To maintain these certifications, we comply with their standards and are available for the audits required by both NSF and AWWA. Chemtrade responds accordingly to any finding that they may have.

Each individual plant has a testing laboratory. Before each shipment is sent out, a sample is taken and tested to ensure all standards are met. This procedure is covered under our ISO certification.

All Chemtrade facilities are subject to a number of environmental regulations that address water, air, soil, groundwater and hazardous waste issues. Chemtrade is in full compliance with these laws as evidenced by internal audits and periodic agency inspections.

Chemtrade is a member of the Chemistry Industry Association of Canada (CIAC) and supports and adheres to the Association's Responsible Care® ethic and its Codes of Practices. Responsible Care® is a global voluntary initiative of the chemical industry and is a unique ethic for the safe and environmentally sound management of chemicals. It also guides companies towards environmental, societal, and economic sustainability.

Chemtrade's EHS policy is attached. In addition, systems are in place to ensure the proper internal and regulatory reporting occurs in the event of an environmental released. This includes the use of CHEMTREC for all transportation related emergencies.

CHEMTRADE

Water Chemicals Group
90 East Halsey Road
Parsippany, NJ 07054
Tel: 973-515-0900
Fax: 973-515-4461

ESTIMATED CHEMICAL DELIVERY TIMES

LIQUID ALUMINUM SULFATE
3-5 DAYS AFTER RECEIPT OF ORDER

LIQUID ALUM W/1% COPPER SULFATE (Clar+ion CS4)
3-5 DAYS AFTER RECEIPT OF ORDER

LIQUID AMMONIUM SULFATE
3-5 DAYS AFTER RECEIPT OF ORDER

Water Treatment Group

CHEMTRADE

90 East Halsey Road
Parsippany, NJ 07054
Tel: 1-800-441-2653
Fax: (973) 515-4461
www.chemtradelogistics.com

PRODUCT CERTIFICATION

Chemtrade Chemicals US, LLC certifies that all grades of the following products produced by our manufacturing locations will meet National Sanitation Foundation Standard 60 and ANSI/AWWA standard as indicated.

Aluminum Sulfate:	B403-16
Ammonium Sulfate:	B302-16
Clar+Ion®:	B403-16

Additionally, we certify that the product meets or exceeds the specifications as set forth in the City of Laredo, TX bid.

Safety Data Sheet, NSF Certification and related technical information is attached for review.

Elizabeth Ryno
Marketing Specialist

CHEMTRADE

http://www.chemtradelogistics.com

Liquid Ammonium Sulfate

PRODUCT DATA SHEET

CHARACTERISTICS

Liquid Ammonium Sulfate is an odorless, clear, faint yellow to amber colored liquid. It is an advanced inorganic product suitable for industrial and municipal water and wastewater treatment applications.

NSF/ANSI/CAN Standard 60: Drinking Water Chemicals - Health Effects; Certified

TYPICAL PROPERTIES

Formula:	Aqueous solution of ammonium sulfate	
C.A.S.	7783-20-2 (Ammonium sulfate)	
	pH (neat)	3.0 - 7.0
	Specific Gravity @ 21°C (70°F)	1.216 - 1.228
	Freezing Point	Less than -12°C (10°F)
	Density, lbs./gal., US	10.15 - 10.25
	$(NH_4)_2SO_4$, %	38 - 40
	NH_3 Equivalent, %	9.8 - 10.3

PRODUCT USES

Municipal and industrial water and wastewater treatment for disinfection as a source of ammonia in chloramination. Disinfection byproduct control.

SHIPPING CONTAINERS

Bulk transport	Bulk car	275 US gal. one-way container	55 US gal. plastic drum

SHIPPING REGULATIONS (US DOT / TDG)

Classification: Not regulated for transport
RQ: Not applicable

PRODUCT SAFETY INFORMATION

Anyone procuring, using or disposing of these products or their containers must be familiar with the appropriate safety and handling precautions. Such information may be found in the **Safety Data Sheets (SDS)** for these products or you may contact Chemtrade at 416-496-5856. In the event of an emergency with these products, call the 24-hour **Emergency Number: USA and Canada (CHEMTREC) 800-424-9300**. For additional information contact:

Syracuse Technical Center
315-478-2323 or 800-255-7589

Water Treatment Chemicals
Customer Service 844-204-9675

All information, statements, data, advice and/or recommendations, including, without limitation, those relating to storage, loading/unloading, piping and transportation (collectively referred to herein as "Information") are believed to be accurate and reliable. However, no representation or warranty, express or implied, is made as to its completeness, accuracy, fitness for a particular purpose or any other matter, including, without limitation, that the practice or application of any such information is free of patent infringement or other intellectual property misappropriation. Chemtrade Logistics Inc. and its affiliates (collectively, "Chemtrade") are not engaged in the business of providing technical, operational, engineering or safety information for a fee, and, therefore, any such information provided herein has been furnished as an accommodation and without charge. All information provided herein is intended for use by persons having requisite knowledge, skill and experience in the chemical industry. Chemtrade shall not be responsible or liable for the use, application or implementation of the information provided herein, and all such information is to be used at the risk, and in the sole judgment and discretion, of such persons, their employees, advisors and agents.

Liquid Ammonium Sulfate

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Revision Date: 05/07/2018 Date of issue: 05/01/2015 Version: 4.0

SECTION 1: IDENTIFICATION

Product Identifier

Product Form: Mixture

Product Name: Liquid Ammonium Sulfate

Intended Use of the Product

Municipal and industrial water and wastewater treatment for disinfection as a source of ammonia in chloramination. Disinfection byproduct control.

Name, Address, and Telephone of the Responsible Party

Manufacturer

CHEMTRADE LOGISTICS INC.
155 Gordon Baker Road
Suite 300
Toronto, Ontario M2H 3N5
For SDS Info: (416) 496-5856
www.chemtradelogistics.com

Emergency Telephone Number

Emergency Number : Canada: CANUTEC +1-613-996-6666 / US: CHEMTREC +1-800-424-9300
INTERNATIONAL: +1-703-741-5970
Chemtrade Emergency Contact: (866) 416-4404
For Chemical Emergency, Spill, Leak, Fire, Exposure, or Accident, call CHEMTREC – Day or Night

SECTION 2: HAZARDS IDENTIFICATION

Classification of the Substance or Mixture

GHS Classification

Aquatic Acute 2 H401

Full text of hazard classes and H-statements : see section 16

Label Elements

GHS Labeling

Hazard Statements : H401 - Toxic to aquatic life.

Precautionary Statements : P273 - Avoid release to the environment.
P501 - Dispose of contents/container in accordance with local, regional, national, provincial, territorial and international regulations.

Other Hazards

Exposure may aggravate pre-existing eye, skin, or respiratory conditions.

Unknown acute toxicity

No data available

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

Mixture

Name	Product Identifier	%*	GHS Ingredient Classification
Water	(CAS No) 7732-18-5	39.9 – 69.0	Not classified
Ammonium sulfate	(CAS No) 7783-20-2	30 - 60†	Aquatic Acute 2, H401
Citric acid	(CAS No) 77-92-9	0.1 to 1†	Eye Irrit. 2A, H319 Comb. Dust

Full text of H-phrases: see section 16

*Percentages are listed in weight by weight percentage (w/w%) for liquid and solid ingredients. Gas ingredients are listed in volume by volume percentage (v/v%).

†The actual concentration of the ingredient(s) is withheld as a trade secret in accordance with the Hazardous Products Regulations (HPR) SOR/2015-17 and 29 CFR 1910.1200.

SECTION 4: FIRST AID MEASURES

Description of First-aid Measures

General: Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label where possible).

Inhalation: When symptoms occur: go into open air and ventilate suspected area. Obtain medical attention if breathing difficulty persists.

Skin Contact: Remove contaminated clothing. Drench affected area with water for at least 15 minutes. Obtain medical attention if irritation develops or persists.

Eye Contact: Rinse cautiously with water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Obtain medical attention.

Ingestion: Rinse mouth. Do NOT induce vomiting. Obtain medical attention.

Most Important Symptoms and Effects Both Acute and Delayed

General: Not expected to present a significant hazard under anticipated conditions of normal use.

Inhalation: Prolonged exposure may cause irritation.

Skin Contact: Prolonged exposure may cause skin irritation.

Eye Contact: May cause slight irritation to eyes.

Ingestion: Ingestion may cause adverse effects.

Chronic Symptoms: None expected under normal conditions of use.

Indication of Any Immediate Medical Attention and Special Treatment Needed

If exposed or concerned, get medical advice and attention. If medical advice is needed, have product container or label at hand.

SECTION 5: FIRE-FIGHTING MEASURES

Extinguishing Media

Suitable Extinguishing Media: Water spray, dry chemical, foam, carbon dioxide.

Unsuitable Extinguishing Media: Do not use a heavy water stream. Use of heavy stream of water may spread fire.

Special Hazards Arising From the Substance or Mixture

Fire Hazard: Not considered flammable but may burn at high temperatures.

Explosion Hazard: Product is not explosive.

Reactivity: Hazardous reactions will not occur under normal conditions.

Advice for Firefighters

Precautionary Measures Fire: Exercise caution when fighting any chemical fire.

Firefighting Instructions: Use water spray or fog for cooling exposed containers.

Protection During Firefighting: Do not enter fire area without proper protective equipment, including respiratory protection.

Hazardous Combustion Products: At temperatures of 235 °C (455 °F) ammonia can be emitted. Sulfur oxides.

Other Information: Do not allow run-off from fire fighting to enter drains or water courses.

Reference to Other Sections

Refer to Section 9 for flammability properties.

SECTION 6: ACCIDENTAL RELEASE MEASURES

Personal Precautions, Protective Equipment and Emergency Procedures

General Measures: Avoid prolonged contact with eyes, skin and clothing. Avoid breathing (vapor, mist, spray).

For Non-Emergency Personnel

Protective Equipment: Use appropriate personal protective equipment (PPE).

Emergency Procedures: Evacuate unnecessary personnel.

For Emergency Personnel

Protective Equipment: Equip cleanup crew with proper protection.

Emergency Procedures: Upon arrival at the scene, a first responder is expected to recognize the presence of dangerous goods, protect oneself and the public, secure the area, and call for the assistance of trained personnel as soon as conditions permit. Ventilate area.

Environmental Precautions

Prevent entry to sewers and public waters. Avoid release to the environment.

Methods and Materials for Containment and Cleaning Up

For Containment: Contain any spills with dikes or absorbents to prevent migration and entry into sewers or streams.

Methods for Cleaning Up: Clean up spills immediately and dispose of waste safely. Transfer spilled material to a suitable container for disposal. Contact competent authorities after a spill.

Reference to Other Sections

See Section 8 for exposure controls and personal protection and Section 13 for disposal considerations.

SECTION 7: HANDLING AND STORAGE

Precautions for Safe Handling

Additional Hazards When Processed: Handle in accordance with standard industrial practices, and ensure appropriate ventilation. Avoid all contact with skin, eyes, clothing. Do not release into the environment.

Precautions for Safe Handling: Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Avoid prolonged contact with eyes, skin and clothing. Avoid breathing vapors, mist, spray.

Hygiene Measures: Handle in accordance with good industrial hygiene and safety procedures.

Conditions for Safe Storage, Including Any Incompatibilities

Technical Measures: Comply with applicable regulations.

Storage Conditions: Keep container closed when not in use. Store in a dry, cool place. Keep/Store away from extremely high or low temperatures and incompatible materials.

Incompatible Materials: Alkalies, alkalizing substances, nitrites and alkaline substances, oxidizers.

Specific End Use(s)

Municipal and industrial water and wastewater treatment for disinfection as a source of ammonia in chloramination. Disinfection byproduct control.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

Control Parameters

For substances listed in section 3 that are not listed here, there are no established Exposure limits from the manufacturer, supplier, importer, or the appropriate advisory agency including: ACGIH (TLV), AIHA (WEEL), NIOSH (REL), OSHA (PEL), Canadian provincial governments, or the Mexican government.

Exposure Controls

Appropriate Engineering Controls: Emergency eye wash fountains and safety showers should be available in the immediate vicinity of any potential exposure. Ensure adequate ventilation, especially in confined areas. Ensure all national/local regulations are observed.

Personal Protective Equipment: Gloves. Protective clothing. Protective goggles.

Materials for Protective Clothing: Chemically resistant materials and fabrics

Hand Protection: Wear protective gloves.

Eye Protection: Chemical safety goggles.

Skin and Body Protection: Wear suitable protective clothing.

Respiratory Protection: If exposure limits are exceeded or irritation is experienced, approved respiratory protection should be worn. In case of inadequate ventilation, oxygen deficient atmosphere, or where exposure levels are not known wear approved respiratory protection.

Other Information: When using, do not eat, drink or smoke.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

Information on Basic Physical and Chemical Properties

Physical State	:	Liquid
Appearance	:	Clear, faint yellow to amber colored
Odor	:	Odorless
Odor Threshold	:	Not available
pH	:	3 - 7
Evaporation Rate	:	Not available
Melting Point	:	Not applicable
Freezing Point	:	-12 °C (10.4 °F)
Boiling Point	:	Not available
Flash Point	:	Not available

Auto-ignition Temperature	:	Not available
Decomposition Temperature	:	Not available
Flammability (solid, gas)	:	Not applicable
Lower Flammable Limit	:	Not available
Upper Flammable Limit	:	Not available
Vapor Pressure	:	Not available
Relative Vapor Density at 20°C	:	Not available
Specific Gravity	:	1.216 - 1.228
Solubility	:	Not available
Partition Coefficient: N-Octanol/Water	:	Not available
Viscosity	:	Not available

SECTION 10: STABILITY AND REACTIVITY

Reactivity: Hazardous reactions will not occur under normal conditions.

Chemical Stability: Stable under recommended handling and storage conditions (see section 7).

Possibility of Hazardous Reactions: Hazardous polymerization will not occur.

Conditions to Avoid: Extremely high or low temperatures and incompatible materials.

Incompatible Materials: Alkalies, alkalizing substances, nitrites and alkaline substances, oxidizers.

Hazardous Decomposition Products: None expected under normal conditions of use.

SECTION 11: TOXICOLOGICAL INFORMATION

Information on Toxicological Effects - Product

Acute Toxicity (Oral): Not classified

Acute Toxicity (Dermal): Not classified

Acute Toxicity (Inhalation): Not classified

LD50 and LC50 Data: Not available

Skin Corrosion/Irritation: Not classified

pH: 3 - 7

Eye Damage/Irritation: Not classified

pH: 3 - 7

Respiratory or Skin Sensitization: Not classified

Germ Cell Mutagenicity: Not classified

Carcinogenicity: Not classified

Specific Target Organ Toxicity (Repeated Exposure): Not classified

Reproductive Toxicity: Not classified

Specific Target Organ Toxicity (Single Exposure): Not classified

Aspiration Hazard: Not classified

Symptoms/Effects After Inhalation: Prolonged exposure may cause irritation.

Symptoms/Effects After Skin Contact: Prolonged exposure may cause skin irritation.

Symptoms/Effects After Eye Contact: May cause slight irritation to eyes.

Symptoms/Effects After Ingestion: Ingestion may cause adverse effects.

Chronic Symptoms: None expected under normal conditions of use.

Information on Toxicological Effects - Ingredient(s)

LD50 and LC50 Data:

Ammonium sulfate (7783-20-2)	
LD50 Oral Rat	> 2000 mg/kg
Citric acid (77-92-9)	
LD50 Oral Rat	5400 mg/kg
LD50 Dermal Rat	> 2000 mg/kg

SECTION 12: ECOLOGICAL INFORMATION

Toxicity

Ecology - General: Toxic to aquatic life.

Ammonium sulfate (7783-20-2)	
LC50 Fish 1	5.2 (5.2 - 8.2) mg/l (Exposure time: 96 h - Species: Oncorhynchus mykiss [static])
EC50 Daphnia 1	14 mg/l (Exposure time: 48 h - Species: Daphnia magna)
LC50 Fish 2	32.2 (32.2 - 41.9) mg/l (Exposure time: 96 h - Species: Oncorhynchus mykiss [flow-through])

Citric acid (77-92-9)	
LC50 Fish 1	1516 mg/l (Exposure time: 96 h - Species: Lepomis macrochirus [static])

Persistence and Degradability

Liquid Ammonium Sulfate	
Persistence and Degradability	Not established.

Citric acid (77-92-9)	
Persistence and Degradability	Readily biodegradable in water.

Bioaccumulative Potential

Liquid Ammonium Sulfate	
Bioaccumulative Potential	Not established.

Ammonium sulfate (7783-20-2)	
Log Pow	-5.1 (at 25 °C)

Citric acid (77-92-9)	
Log Pow	-1.72 (at 20 °C)

Mobility in Soil

Not available

Other Adverse Effects

Other Information: Avoid release to the environment.

SECTION 13: DISPOSAL CONSIDERATIONS

Waste Disposal Recommendations: Dispose of waste material in accordance with all local, regional, national, provincial, territorial and international regulations.

Additional Information: Container may remain hazardous when empty. Continue to observe all precautions.

Ecology - Waste Materials: Avoid release to the environment. This material is hazardous to the aquatic environment. Keep out of sewers and waterways.

SECTION 14: TRANSPORT INFORMATION

The shipping description(s) stated herein were prepared in accordance with certain assumptions at the time the SDS was authored, and can vary based on a number of variables that may or may not have been known at the time the SDS was issued.

Not regulated for transport according to: US DOT, IMDG, IATA, and Canada's TDG.

SECTION 15: REGULATORY INFORMATION

US Federal Regulations

Chemical Name (CAS No.)	CERCLA RQ	EPCRA 304 RQ	SARA 302 TPQ	SARA 313
Ammonium sulfate (7783-20-2)	Not present	Not present	Not present	No
Citric acid (77-92-9)	Not present	Not present	Not present	No

US TSCA Flags

Not present

US State Regulations

California Proposition 65

Chemical Name (CAS No.)	Carcinogenicity	Developmental Toxicity	Female Reproductive Toxicity	Male Reproductive Toxicity
Ammonium sulfate (7783-20-2)	No	No	No	No
Citric acid (77-92-9)	No	No	No	No

State Right-To-Know Lists

Ammonium sulfate (7783-20-2)

U.S. - Massachusetts - Right To Know List - Yes
U.S. - New Jersey - Right to Know Hazardous Substance List - No
U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List - Yes
U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances - No
U.S. - Pennsylvania - RTK (Right to Know) List - Yes

Citric acid (77-92-9)
U.S. - Massachusetts - Right To Know List - No
U.S. - New Jersey - Right to Know Hazardous Substance List - No
U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List - No
U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances - No
U.S. - Pennsylvania - RTK (Right to Know) List - No

Canadian Regulations

Ammonium sulfate (7783-20-2)
Listed on the Canadian DSL (Domestic Substances List)
Not listed on the Canadian NDSL (Non-Domestic Substances List)

Citric acid (77-92-9)
Listed on the Canadian DSL (Domestic Substances List)
Not listed on the Canadian NDSL (Non-Domestic Substances List)

International Inventories/Lists

Chemical Name (CAS No.)	Australia AICS	Turkey CICR	Korea ECL	EU EINECS	EU ELINCS	EU SVHC	EU NLP	Mexico INSQ
Ammonium sulfate (7783-20-2)	Yes	Yes	Yes	Yes	No	No	No	Yes
Citric acid (77-92-9)	Yes	Yes	Yes	Yes	No	No	No	Yes

Chemical Name (CAS No.)	China IECSC	Japan ENCS	Japan ISHL	Japan PDSCL	Japan PRTR	Philippines PICCS	New Zealand NZIOC	US TSCA
Ammonium sulfate (7783-20-2)	Yes	Yes	Yes	No	No	Yes	Yes	Yes
Citric acid (77-92-9)	Yes	Yes	No	No	No	Yes	Yes	Yes

SECTION 16: OTHER INFORMATION, INCLUDING DATE OF PREPARATION OR LAST REVISION

Revision Date : 05/07/2018

Revision Summary

Section	Change	Date Changed
3	HPR trade secret statement	05/07/2018
16	NFPA HMIR information	05/07/2018

Other Information : This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200 and Canada's Hazardous Products Regulations (HPR).

GHS Full Text Phrases:

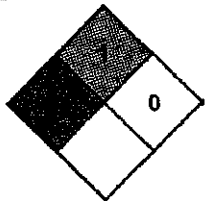
Aquatic Acute 2	Hazardous to the aquatic environment - Acute Hazard Category 2
Comb. Dust	Combustible Dust
Eye Irrit. 2A	Serious eye damage/eye irritation Category 2A
H319	Causes serious eye irritation
H401	Toxic to aquatic life

NFPA 704

NFPA Health Hazard : 1 - Exposure could cause irritation but only minor residual injury even if no treatment is given.

NFPA Fire Hazard : 1 - Must be preheated before ignition can occur.

NFPA Reactivity Hazard : 0 - Normally stable, even under fire exposure conditions, and are not reactive with water.



HMIS Rating

Health : 1 Slight Hazard - Irritation or minor reversible injury possible

Flammability : 1 Slight Hazard

Physical : 0 Minimal Hazard

PPE See Section 8

Abbreviations and Acronyms

AICS – Australian Inventory of Chemical Substances
ACGIH – American Conference of Governmental Industrial Hygienists
AIHA – American Industrial Hygiene Association
ATE - Acute Toxicity Estimate
BCF - Bioconcentration factor
BEI - Biological Exposure Indices (BEI)
CAS No. - Chemical Abstracts Service number
CERCLA RQ - Comprehensive Environmental Response, Compensation, and Liability Act - Reportable Quantity
CICR - Turkish Inventory and Control of Chemicals
DOT – 49 CFR – US Department of Transportation – Code of Federal Regulations Title 49 – Transportation.
EC50 - Median effective concentration
ECL - Korea Existing Chemicals List
EINECS - European Inventory of Existing Commercial Chemical Substances
ELINCS - European List of Notified Chemical Substances
EmS - IMDG Emergency Schedule Fire & Spillage
ENCS - Japanese Existing and New Chemical Substances Inventory
EPA – Environmental Protection Agency
EPCRA 304 RQ – EPCRA 304 Extremely Hazardous Substance Emergency Planning and Community Right-to-Know-Act – Reportable Quantity
ERAP Index – Emergency Response Assistance Plan Quantity Limit
ErC50 - EC50 In Terms of Reduction Growth Rate
ERG code (IATA) - Emergency Response Drill Code as found in the International Civil Aviation Organization (ICAO)
ERG No. - Emergency Response Guide Number
HCCL - Hazard Communication Carcinogen List
HMIS – Hazardous Materials Information System
IARC - International Agency for Research on Cancer
IATA - International Air Transport Association – Dangerous Goods Regulations
IDLH - Immediately Dangerous to Life or Health
IECSC - Inventory of Existing Chemical Substances Produced or Imported in China
IMDG - International Maritime Dangerous Goods Code
INSQ - Mexican National Inventory of Chemical Substances
ISHL - Japan Industrial Safety and Health Law
LC50 - Median Lethal Concentration
LD50 - Median Lethal Dose
LOAEL - Lowest Observed Adverse Effect Level
LOEC - Lowest-observed-effect Concentration
Log Pow - Octanol/water Partition Coefficient
NFPA 704 – National Fire Protection Association - Standard System for the Identification of the Hazards of Materials for Emergency Response
NIOSH - National Institute for Occupational Safety and Health
NLP - Europe No Longer Polymers List
NOAEL - No-Observed Adverse Effect Level
NOEC - No-Observed Effect Concentration
NZIOC - New Zealand Inventory of Chemicals
OEL - Occupational Exposure Limits
OSHA – Occupational Safety and Health Administration
PEL - Permissible Exposure Limits
PICCS - Philippine Inventory of Chemicals and Chemical Substances
PDSCL - Japan Poisonous and Deleterious Substances Control Law
PPE – Personal Protective Equipment
PRTR - Japan Pollutant Release and Transfer Register
REL - Recommended Exposure Limit
SADT - Self Accelerating Decomposition Temperature
SARA - Superfund Amendments and Reauthorization Act
SARA 302 - Section 302, 40 CFR Part 355
SARA 311/312 - Sections 311 and 312, 40 CFR Part 370 Hazard Categories
SARA 313 - Section 313, 40 CFR Part 372
SRCL - Specifically Regulated Carcinogen List
STEL - Short Term Exposure Limit
SVHC – European Candidate List of Substance of Very High Concern
TDG – Transport Canada Transport of Dangerous Goods Regulations
TLM - Median Tolerance Limit
TLV - Threshold Limit Value
TPQ - Threshold Planning Quantity
TSCA – United StatesToxic Substances Control Act
TWA - Time Weighted Average
WEEL - Workplace Environmental Exposure Levels

Handle product with due care and avoid unnecessary contact. This information is supplied under U.S. OSHA'S "Right to Know" (29 CFR 1910.1200) and Canada's WHMIS regulations. Although certain hazards are described herein, we cannot guarantee these are the only hazards that exist. The information contained herein is based on data available to us and is believed to be true and accurate but it is not offered as a product specification. No warranty, expressed or implied, regarding the accuracy of this data, the hazards connected with the use of the product, or the results to be obtained from the use thereof, is made and Chemtrade and its affiliates assume no responsibility. Chemtrade is a member of the CIAC (Chemistry Industry Association of Canada) and adheres to the codes and principles of Responsible Care™.

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Our commitment to sustainability

Gestion responsable™
Notre engagement envers le développement durable

CHEMTRADE

http://www.chemtradelogistics.com

Clar+Ion® CS4

PRODUCT DATA SHEET

CHARACTERISTICS

Clar+Ion® CS4 is a clear, blue-green colored liquid. It is an advanced cationic coagulant and flocculant suitable for industrial and municipal water and wastewater treatment applications.

NSF/ANSI/CAN Standard 60: Drinking Water Chemicals - Health Effects; Certified

TYPICAL PROPERTIES

Formula:	Aluminum sulfate mixture	
C.A.S.	10043-01-3 / 7758-99-8 (Aluminum sulfate / Cupric sulfate pentahydrate)	
	pH (neat)	2.4 - 2.7
	Specific Gravity @ 21°C (70°F)	1.29 - 1.32
	Freezing Point (approx.)	-16°C (3°F)
	Density, lbs./gal., US	10.8 - 11.0
	Aluminum as Al, %	4.1 - 4.3
	Aluminum as Al_2O_3, %	7.7 - 8.1
	Copper (II) Sulfate Pentahydrate, %	0.8 - 1.2
	Soluble Cupric Iron (Cu^{+2}), %	0.20 - 0.31

PRODUCT USES

Municipal and industrial water and wastewater treatment for the removal of turbidity, color, suspended solids and phosphorus. Sludge compaction and volume reduction. Lagoon treatment. Oily wastewater clarification and dissolved air flotation. Emulsion breaking.

SHIPPING CONTAINERS

Bulk transport	Bulk car	275 US gal. one-way container	55 US gal. plastic drum

SHIPPING REGULATIONS (US DOT / TDG)

Proper Shipping Name:
Corrosive Liquid, Acidic, Inorganic, N.O.S. (Contains Aluminum Sulfate)
Hazard Class: 8 ID Number: UN3264 Packing Group: III
The US EPA reportable quantity (RQ) for aluminum sulfate is 5,000 lbs.

PRODUCT SAFETY INFORMATION

Anyone procuring, using or disposing of these products or their containers must be familiar with the appropriate safety and handling precautions. Such information may be found in the **Safety Data Sheets (SDS)** for these products or you may contact Chemtrade at 416-496-5856. In the event of an emergency with these products, call the 24-hour **Emergency Number: USA and Canada (CHEMTREC) 800-424-9300**. For additional information contact:

Syracuse Technical Center
315-478-2323 or 800-255-7589

Water Treatment Chemicals
Customer Service 844-204-9675

Revision Date: April 22, 2022

CHE-5054P

All information, statements, data, advice and/or recommendations, including, without limitation, those relating to storage, loading/unloading, piping and transportation (collectively referred to herein as "Information") are believed to be accurate and reliable. However, no representation or warranty, express or implied, is made as to its completeness, accuracy, fitness for a particular purpose or any other matter, including, without limitation, that the practice or application of any such information is free of patent infringement or other intellectual property misappropriation. Chemtrade Logistics Inc. and its affiliates (collectively, "Chemtrade") are not engaged in the business of providing technical, operational, engineering or safety information for a fee, and, therefore, any such information provided herein has been furnished as an accommodation and without charge. All information provided herein is intended for use by persons having requisite knowledge, skill and experience in the chemical industry. Chemtrade shall not be responsible or liable for the use, application or implementation of the information provided herein, and all such information is to be used at the risk, and in the sole judgment and discretion, of such persons, their employees, advisors and agents.

Clar+Ion® CS4

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Revision Date: 05/26/2018 Date of Issue: 11/13/2014 Version: 2.0

SECTION 1: IDENTIFICATION

Product Identifier

Product Form: Mixture

Product Name: Clar+Ion® CS4

FIFRA Number 83918

Intended Use of the Product

For professional use only.

Use Of The Substance/Mixture: Municipal and industrial water and wastewater treatment for the removal of turbidity, color, suspended solids and phosphorus. Sludge compaction and volume reduction. Lagoon treatment. Oily wastewater clarification and dissolved air flotation. Emulsion breaking. Algaecide.

Name, Address, and Telephone of the Responsible Party

Manufacturer

CHEMTRADE LOGISTICS INC.
155 Gordon Baker Road
Suite 300
Toronto, Ontario M2H 3N5
For SDS Info: (416) 496-5856
www.chemtradelogistics.com

Emergency Telephone Number

Emergency Number : Canada: CANUTEC +1-613-996-6666 / US: CHEMTREC +1-800-424-9300
INTERNATIONAL: +1-703-741-5970
Chemtrade Emergency Contact: (866) 416-4404
For Chemical Emergency, Spill, Leak, Fire, Exposure, or Accident, call CHEMTREC – Day or Night

SECTION 2: HAZARDS IDENTIFICATION

Classification of the Substance or Mixture

GHS Classification

Met. Corr. 1	H290
Eye Dam. 1	H318
Aquatic Acute 3	H402
Aquatic Chronic 3	H412

Full text of hazard classes and H-statements : see section 16

Label Elements

GHS Labeling

Hazard Pictograms :

Signal Word : Danger

Hazard Statements : H290 - May be corrosive to metals.
H318 - Causes serious eye damage.
H402 - Harmful to aquatic life.
H412 - Harmful to aquatic life with long lasting effects.

Precautionary Statements : P234 - Keep only in original container.
P273 - Avoid release to the environment.
P280 - Wear protective gloves, protective clothing, and eye protection.
P305+P351+P338 - IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
P310 - Immediately call a POISON CENTER or doctor.
P390 - Absorb spillage to prevent material damage.

P406 - Store in corrosive resistant container with a resistant inner liner.
P501 - Dispose of contents/container in accordance with local, regional, national, territorial, provincial, and international regulations.

Other Hazards

Exposure may aggravate pre-existing eye, skin, or respiratory conditions.

Unknown acute toxicity

No data available

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

Mixture

Name	Product Identifier	%*	GHS Ingredient Classification
Water	(CAS-No.) 7732-18-5	40 - 70	Not classified
Sulfuric acid, aluminum salt (3:2)	(CAS-No.) 10043-01-3	30 – 60+	Met. Corr. 1, H290 Eye Dam. 1, H318 Aquatic Acute 3, H402
Sulfuric acid, copper(2+) salt (1:1), pentahydrate**	(CAS-No.) 7758-99-8	1 – 5+	Acute Tox. 4 (Oral), H302 Skin Irrit. 2, H315 Eye Irrit. 2A, H319 Aquatic Acute 1, H400 Aquatic Chronic 1, H410

Full text of H-phrases: see section 16
+The actual concentration of the ingredient(s) is withheld as a trade secret in accordance with Regulations Amending the Hazardous Product Regulations (HPR) SOR/2018-68 and 29 CRF 1910.1200.
*Percentages are listed in weight by weight percentage (w/w%) for liquid and solid ingredients. Gas ingredients are listed in volume by volume percentage (v/v%).
**As Al2(SO4)3•14H2O (Dry Aluminum Sulfate).

SECTION 4: FIRST AID MEASURES

Description of First-aid Measures

General: Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label if possible).

Inhalation: Remove to fresh air and keep at rest in a position comfortable for breathing. Obtain medical attention if breathing difficulty persists.

Skin Contact: Remove contaminated clothing. Gently wash with plenty of soap and water followed by rinsing with water for at least 15 minutes. Call a POISON CENTER or doctor/physician if you feel unwell. Wash contaminated clothing before reuse.

Eye Contact: Rinse cautiously with water for at least 30 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER or doctor/physician.

Ingestion: Do NOT induce vomiting. Rinse mouth. Immediately call a POISON CENTER or doctor/physician.

Most Important Symptoms and Effects Both Acute and Delayed

General: Causes serious eye damage.

Inhalation: May cause respiratory irritation.

Skin Contact: May cause skin irritation.

Eye Contact: Causes serious eye damage. Symptoms may include: Redness, pain, swelling, itching, burning, tearing, and blurred vision.

Ingestion: Ingestion is likely to be harmful or have adverse effects.

Chronic Symptoms: None expected under normal conditions of use.

Indication of Any Immediate Medical Attention and Special Treatment Needed

If you feel unwell, seek medical advice (show the label where possible).

SECTION 5: FIRE-FIGHTING MEASURES

Extinguishing Media

Suitable Extinguishing Media: Use extinguishing media appropriate for surrounding fire.

Unsuitable Extinguishing Media: Do not use a heavy water stream. Use of heavy stream of water may spread fire.

Special Hazards Arising From the Substance or Mixture

Fire Hazard: Not considered flammable but may burn at high temperatures.

Explosion Hazard: Contact with metallic substances may release flammable hydrogen gas.

Reactivity: May be corrosive to metals. Contact with metals may evolve flammable hydrogen gas.

Advice for Firefighters

Precautionary Measures Fire: Exercise caution when fighting any chemical fire.

Firefighting Instructions: Use water spray or fog for cooling exposed containers.

Protection During Firefighting: Do not enter fire area without proper protective equipment, including respiratory protection.

Hazardous Combustion Products: Sulfur oxides.

Other Information: Refer to Section 9 for flammability properties.

Reference to Other Sections

Refer to Section 9 for flammability properties.

SECTION 6: ACCIDENTAL RELEASE MEASURES

Personal Precautions, Protective Equipment and Emergency Procedures

General Measures: Do not get in eyes, on skin, or on clothing. Avoid breathing (vapor, mist, spray).

For Non-Emergency Personnel

Protective Equipment: Use appropriate personal protective equipment (PPE).

Emergency Procedures: Evacuate unnecessary personnel.

For Emergency Personnel

Protective Equipment: Equip cleanup crew with proper protection.

Emergency Procedures: Stop leak if safe to do so. Ventilate area.

Environmental Precautions

Prevent entry to sewers and public waters. Notify authorities if liquid enters sewers or public waters.

Methods and Materials for Containment and Cleaning Up

For Containment: Contain any spills with dikes or absorbents to prevent migration and entry into sewers or streams.

Methods for Cleaning Up: Clean up spills immediately and dispose of waste safely. Spills should be contained with mechanical barriers. Transfer spilled material to a suitable container for disposal. Contact competent authorities after a spill.

Reference to Other Sections

See Heading 8. Exposure controls and personal protection. For further information refer to section 13.

SECTION 7: HANDLING AND STORAGE

Precautions for Safe Handling

Additional Hazards When Processed: Corrosive to metals upon prolonged contact.

Hygiene Measures: Handle in accordance with good industrial hygiene and safety procedures. Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work.

Conditions for Safe Storage, Including Any Incompatibilities

Technical Measures: Comply with applicable regulations.

Storage Conditions: Store in a dry, cool and well-ventilated place. Keep container closed when not in use. Keep/Store away from extremely high or low temperatures and incompatible materials. Store in original container or corrosive resistant and/or lined container.

Incompatible Materials: Strong acids. Strong bases. Strong oxidizers.

Specific End Use(s)

For professional use only.Municipal and industrial water and wastewater treatment for the removal of turbidity, color, suspended solids and phosphorus. Sludge compaction and volume reduction. Lagoon treatment. Oily wastewater clarification and dissolved air flotation. Emulsion breaking. Algaecide.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

Control Parameters

For substances listed in section 3 that are not listed here, there are no established Exposure limits from the manufacturer, supplier, importer, or the appropriate advisory agency including: ACGIH (TLV), AIHA (WEEL), NIOSH (REL), OSHA (PEL), Canadian provincial governments, or the Mexican government.

Copper compounds (Not applicable)		
USA ACGIH	ACGIH TWA (mg/m^3)	1 mg/m^3 (dust and mist)
USA NIOSH	NIOSH REL (TWA) (mg/m^3)	1 mg/m^3 (dust and mist)

USA IDLH	US IDLH (mg/m^3)	100 mg/m^3 (dust and mist)
Manitoba	OEL TWA (mg/m^3)	1 mg/m^3 (dust and mist)
Newfoundland & Labrador	OEL TWA (mg/m^3)	1 mg/m^3 (dust and mist)
Nova Scotia	OEL TWA (mg/m^3)	1 mg/m^3 (dust and mist)
Prince Edward Island	OEL TWA (mg/m^3)	1 mg/m^3 (dust and mist)

Exposure Controls

Appropriate Engineering Controls: Ensure adequate ventilation, especially in confined areas. Emergency eye wash fountains and safety showers should be available in the immediate vicinity of any potential exposure. Ensure all national/local regulations are observed.

Personal Protective Equipment: Protective goggles. Gloves. Protective clothing. Insufficient ventilation: wear respiratory protection.

Materials for Protective Clothing: Chemically resistant materials and fabrics.

Hand Protection: Wear chemically resistant protective gloves.

Eye Protection: Chemical safety goggles.

Skin and Body Protection: Wear suitable protective clothing.

Respiratory Protection: If exposure limits are exceeded or irritation is experienced, approved respiratory protection should be worn. In case of inadequate ventilation, oxygen deficient atmosphere, or where exposure levels are not known wear approved respiratory protection.

Environmental Exposure Controls: Do not allow the product to be released into the environment.

Consumer Exposure Controls: Do not eat, drink or smoke during use

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

Information on Basic Physical and Chemical Properties

Physical State	:	Liquid
Appearance	:	Clear to blue green color
Odor	:	Not available
Odor Threshold	:	Not available
pH	:	2.4 - 2.7
Evaporation Rate	:	Not available
Melting Point	:	Not available
Freezing Point	:	-16 °C (3.2 °F)
Boiling Point	:	Not available
Flash Point	:	Not available
Auto-ignition Temperature	:	Not available
Decomposition Temperature	:	Not available
Flammability (solid, gas)	:	Not applicable
Lower Flammable Limit	:	Not available
Upper Flammable Limit	:	Not available
Vapor Pressure	:	Not available
Relative Vapor Density at 20°C	:	Not available
Relative Density	:	Not available
Specific Gravity	:	1.29 - 1.32
Solubility	:	100% in water.
Partition Coefficient: N-Octanol/Water	:	Not available
Viscosity	:	Not available

SECTION 10: STABILITY AND REACTIVITY

Reactivity: May be corrosive to metals. Contact with metals may evolve flammable hydrogen gas.

Chemical Stability: Stable under recommended handling and storage conditions (see section 7).

Possibility of Hazardous Reactions: Hazardous polymerization will not occur.

Conditions to Avoid: Extremely high or low temperatures. Incompatible materials.

Incompatible Materials: Strong acids. Strong bases. Strong oxidizers.

Hazardous Decomposition Products: Thermal decomposition generates: sulfur oxides.

SECTION 11: TOXICOLOGICAL INFORMATION

Information on Toxicological Effects - Product

Acute Toxicity (Oral): Not classified

Acute Toxicity (Dermal): Not classified

Acute Toxicity (Inhalation): Not classified

LD50 and LC50 Data: Not available

Skin Corrosion/Irritation: Not classified

pH: 2.4 - 2.7

Eye Damage/Irritation: Causes serious eye damage.

pH: 2.4 - 2.7

Respiratory or Skin Sensitization: Not classified

Germ Cell Mutagenicity: Not classified

Carcinogenicity: Not classified

Specific Target Organ Toxicity (Repeated Exposure): Not classified

Reproductive Toxicity: Not classified

Specific Target Organ Toxicity (Single Exposure): Not classified

Aspiration Hazard: Not classified

Symptoms/Effects After Inhalation: May cause respiratory irritation.

Symptoms/Effects After Skin Contact: May cause skin irritation.

Symptoms/Effects After Eye Contact: Causes serious eye damage. Symptoms may include: Redness, pain, swelling, itching, burning, tearing, and blurred vision.

Symptoms/Effects After Ingestion: Ingestion is likely to be harmful or have adverse effects.

Chronic Symptoms: None expected under normal conditions of use.

Information on Toxicological Effects - Ingredient(s)

LD50 and LC50 Data:

Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8)	
LD50 Oral Rat	960 mg/kg

SECTION 12: ECOLOGICAL INFORMATION

Toxicity

Ecology - General: Harmful to aquatic life. Harmful to aquatic life with long lasting effects.

Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8)	
LC50 Fish 1	0.66 (0.66 - 1.15) mg/l (Exposure time: 96 h - Species: Lepomis macrochirus [semi-static])
EC50 Daphnia 1	0.147 (0.147 - 0.227) mg/l (Exposure time: 48 h - Species: Daphnia magna [Static])
LC50 Fish 2	0.96 (0.96 - 1.8) mg/l (Exposure time: 96 h - Species: Lepomis macrochirus [static])

Persistence and Degradability Not available

Bioaccumulative Potential Not available

Mobility in Soil Not available

Other Adverse Effects

Other Information: Avoid release to the environment.

SECTION 13: DISPOSAL CONSIDERATIONS

Waste Disposal Recommendations: Dispose of waste material in accordance with all local, regional, national, provincial, territorial and international regulations.

Ecology - Waste Materials: Avoid release to the environment.

SECTION 14: TRANSPORT INFORMATION

The shipping description(s) stated herein were prepared in accordance with certain assumptions at the time the SDS was authored, and can vary based on a number of variables that may or may not have been known at the time the SDS was issued.

TRANSPORTATION CLASSIFICATION	DOT	TDG	IMDG	IATA
Identification Number	UN3264	UN3264	UN3264	UN3264
Proper Shipping Name	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S. (CONTAINS ALUMINUM SULFATE)	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S. (CONTAINS ALUMINUM SULFATE)	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S. (CONTAINS ALUMINUM SULFATE)	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S. (CONTAINS ALUMINUM SULFATE)
Transport Hazard Class(es)	8	8	8	8
Packing Group	III	III	III	III
Environmental Hazards	**Marine Pollutant** : No	**Marine Pollutant** : No	**Marine Pollutant** : No	**Marine Pollutant**: N/A
Emergency Response	**ERG Number** : 154	**ERAP Index**: Not applicable	**EMS**: F-A, S-B	**ERG code (IATA)**: 8L
Additional Information	Not applicable	Not applicable	Not applicable	Not applicable

SECTION 15: REGULATORY INFORMATION

US Federal Regulations

Chemical Name (CAS No.)	CERCLA RQ	EPCRA 304 RQ	SARA 302 TPQ	SARA 313
Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8)	Not applicable	Not applicable	Not applicable	No
Sulfuric acid, aluminum salt (3:2) (10043-01-3)	5000 lb	Not applicable	Not applicable	No

SARA 311/312

Clar+Ion® CS4
Immediate (acute) health hazard

US TSCA Flags Not present

US State Regulations

California Proposition 65

Chemical Name (CAS No.)	Carcinogenicity	Developmental Toxicity	Female Reproductive Toxicity	Male Reproductive Toxicity
Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8)	No	No	No	No
Sulfuric acid, aluminum salt (3:2) (10043-01-3)	No	No	No	No

State Right-To-Know Lists

Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8)
U.S. - Massachusetts - Right To Know List - No
U.S. - New Jersey - Right to Know Hazardous Substance List - No
U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List - No
U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances - No
U.S. - Pennsylvania - RTK (Right to Know) List - No

Sulfuric acid, aluminum salt (3:2) (10043-01-3)
U.S. - Massachusetts - Right To Know List - Yes
U.S. - New Jersey - Right to Know Hazardous Substance List - Yes
U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List - Yes
U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances - No
U.S. - Pennsylvania - RTK (Right to Know) List - Yes

Canadian Regulations

Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8)
Listed on the Canadian DSL (Domestic Substances List)* Anhydrous form is listed on the DSL as (7758-98-7)
Not listed on the Canadian NDSL (Non-Domestic Substances List)

Sulfuric acid, aluminum salt (3:2) (10043-01-3)
Listed on the Canadian DSL (Domestic Substances List)
Not listed on the Canadian NDSL (Non-Domestic Substances List)

International Inventories/Lists

Chemical Name (CAS No.)	Australia AICS	Turkey CICR	Korea ECL	EU EINECS	EU ELINCS	EU SVHC	EU NLP	Mexico INSQ
Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8)	Yes	No	No	No	No	No	No	No
Sulfuric acid, aluminum salt (3:2) (10043-01-3)	Yes	Yes	Yes	Yes	No	No	No	Yes

Chemical Name (CAS No.)	China IECSC	Japan ENCS	Japan ISHL	Japan PDSCL	Japan PRTR	Philippines PICCS	New Zealand NZIOC	US TSCA
Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8) * Anhydrous form is listed on TSCA as (7758-98-7)	Yes	No	No	Yes	Yes	Yes	Yes	Yes
Sulfuric acid, aluminum salt (3:2) (10043-01-3)	Yes	Yes	No	No	No	Yes	Yes	Yes

SECTION 16: OTHER INFORMATION, INCLUDING DATE OF PREPARATION OR LAST REVISION

Date of Preparation or Latest Revision : 05/26/2018

Revision Summary

Section	Change	Date Changed
5	Language modified	05/26/2018
6	Language modified	05/26/2018
7	Language modified	05/26/2018
10	Language modified	05/26/2018
13	Language modified	05/26/2018
14	Language modified	05/26/2018

Other Information : This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200 and Canada's Hazardous Products Regulations (HPR).

GHS Full Text Phrases:

Acute Tox. 4 (Oral)	Acute toxicity (oral) Category 4
Aquatic Acute 1	Hazardous to the aquatic environment - Acute Hazard Category 1
Aquatic Acute 3	Hazardous to the aquatic environment - Acute Hazard Category 3
Aquatic Chronic 1	Hazardous to the aquatic environment - Chronic Hazard Category 1
Aquatic Chronic 3	Hazardous to the aquatic environment - Chronic Hazard Category 3
Eye Dam. 1	Serious eye damage/eye irritation Category 1

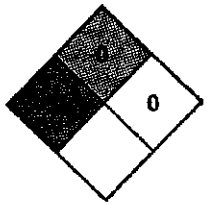
Eye Irrit. 2A	Serious eye damage/eye irritation Category 2A
Met. Corr. 1	Corrosive to metals Category 1
Skin Irrit. 2	Skin corrosion/irritation Category 2
H290	May be corrosive to metals
H302	Harmful if swallowed
H315	Causes skin irritation
H318	Causes serious eye damage
H319	Causes serious eye irritation
H400	Very toxic to aquatic life
H402	Harmful to aquatic life
H410	Very toxic to aquatic life with long lasting effects
H412	Harmful to aquatic life with long lasting effects

NFPA 704

NFPA Health Hazard : 3 - Materials that, under emergency conditions, can cause serious or permanent injury.

NFPA Fire Hazard : 0 - Materials that will not burn under typical dire conditions.

NFPA Reactivity Hazard : 0 - Material that in themselves are normally stable, even under fire conditions.



HMIS Rating

Health : 3 Serious Hazard - Major injury likely unless prompt action is taken and medical treatment is given

Flammability : 0 Minimal Hazard

Physical : 0 Minimal Hazard

PPE See Section 8

Abbreviations and Acronyms

AICS – Australian Inventory of Chemical Substances
ACGIH – American Conference of Governmental Industrial Hygienists
AIHA – American Industrial Hygiene Association
ATE - Acute Toxicity Estimate
BCF - Bioconcentration factor
BEI - Biological Exposure Indices (BEI)
CAS No. - Chemical Abstracts Service number
CERCLA RQ - Comprehensive Environmental Response, Compensation, and Liability Act - Reportable Quantity
CICR - Turkish Inventory and Control of Chemicals
DOT – 49 CFR – US Department of Transportation – Code of Federal Regulations Title 49 – Transportation.
EC50 - Median effective concentration
ECL - Korea Existing Chemicals List
EINECS - European Inventory of Existing Commercial Chemical Substances
ELINCS - European List of Notified Chemical Substances
EmS - IMDG Emergency Schedule Fire & Spillage
ENCS - Japanese Existing and New Chemical Substances Inventory
EPA – Environmental Protection Agency
EPCRA 304 RQ – EPCRA 304 Extremely Hazardous Substance Emergency Planning and Community Right-to-Know-Act – Reportable Quantity
ERAP Index – Emergency Response Assistance Plan Quantity Limit
ErC50 - EC50 in Terms of Reduction Growth Rate
ERG code (IATA) - Emergency Response Drill Code as found in the International Civil Aviation Organization (ICAO)
ERG No. - Emergency Response Guide Number
HCCL - Hazard Communication Carcinogen List
HMIS – Hazardous Materials Information System
IARC - International Agency for Research on Cancer
IATA - International Air Transport Association – Dangerous Goods Regulations
IDLH - Immediately Dangerous to Life or Health
IECSC - Inventory of Existing Chemical Substances Produced or Imported in
LC50 - Median Lethal Concentration
LD50 - Median Lethal Dose
LOAEL - Lowest Observed Adverse Effect Level
LOEC - Lowest-observed-effect Concentration
Log Pow - Octanol/water Partition Coefficient
NFPA 704 – National Fire Protection Association - Standard System for the Identification of the Hazards of Materials for Emergency Response
NIOSH - National Institute for Occupational Safety and Health
NLP - Europe No Longer Polymers List
NOAEL - No-Observed Adverse Effect Level
NOEC - No-Observed Effect Concentration
NZIOC - New Zealand Inventory of Chemicals
OEL - Occupational Exposure Limits
OSHA – Occupational Safety and Health Administration
PEL - Permissible Exposure Limits
PICCS - Philippine Inventory of Chemicals and Chemical Substances
PDSCL - Japan Poisonous and Deleterious Substances Control Law
PPE – Personal Protective Equipment
PRTR - Japan Pollutant Release and Transfer Register
REL - Recommended Exposure Limit
SADT - Self Accelerating Decomposition Temperature
SARA - Superfund Amendments and Reauthorization Act
SARA 302 - Section 302, 40 CFR Part 355
SARA 311/312 - Sections 311 and 312, 40 CFR Part 370 Hazard Categories
SARA 313 - Section 313, 40 CFR Part 372
SRCL - Specifically Regulated Carcinogen List
STEL - Short Term Exposure Limit
SVHC – European Candidate List of Substance of Very High Concern
TDG – Transport Canada Transport of Dangerous Goods Regulations
TLM - Median Tolerance Limit
TLV - Threshold Limit Value
TPQ - Threshold Planning Quantity

China
IMDG - International Maritime Dangerous Goods Code
INSQ - Mexican National Inventory of Chemical Substances
ISHL - Japan Industrial Safety and Health Law
TSCA – United StatesToxic Substances Control Act
TWA - Time Weighted Average
WEEL - Workplace Environmental Exposure Levels

Handle product with due care and avoid unnecessary contact. This information is supplied under U.S. OSHA'S "Right to Know" (29 CFR 1910.1200) and Canada's WHMIS regulations. Although certain hazards are described herein, we cannot guarantee these are the only hazards that exist. The information contained herein is based on data available to us and is believed to be true and accurate but it is not offered as a product specification. No warranty, expressed or implied, regarding the accuracy of this data, the hazards connected with the use of the product, or the results to be obtained from the use thereof, is made and Chemtrade and its affiliates assume no responsibility. Chemtrade is a member of the CIAC (Chemistry Industry Association of Canada) and adheres to the codes and principles of Responsible Care™.

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CHEMTRADE

http://www.chemtradelogistics.com

Liquid Alum

PRODUCT DATA SHEET

CHARACTERISTICS

Liquid Alum is a clear, light green, slight yellow, brown, amber or orange-like tinted solution. It is a cationic inorganic coagulant and flocculant suitable for industrial and municipal water and wastewater treatment applications.

NSF/ANSI/CAN Standard 60: Drinking Water Chemicals - Health Effects; Certified

TYPICAL PROPERTIES

Formula:	Aqueous solution of aluminum sulfate	
C.A.S.	10043-01-3 (Aluminum sulfate)	
	pH (neat)	1.4 - 2.6
	Specific Gravity @ 21°C (70°F)	1.30 - 1.35
	Freezing Point	-16°C (4°F)
	Density, lbs./gal., US	10.8 - 11.3
	Aluminum as Al, %	4.2 - 4.5
	Aluminum as Al_2O_3, %	8.0 - 8.4
	Aluminum as $Al_2(SO_4)_3 \cdot 14H_2O$ (Dry Alum), %	46 - 49

PRODUCT USES

Municipal and industrial water and wastewater treatment for the removal of turbidity, color, suspended solids and phosphorus. Sludge compaction and volume reduction. Lagoon treatment. Oily wastewater clarification and dissolved air flotation. Emulsion breaking. Fixing rosin sizes on paper fibers. Paper machine drainage and retention aid. Paper machine pitch control.

SHIPPING CONTAINERS

Bulk transport	Bulk car	275 US gal. one-way container	55 US gal. plastic drum

SHIPPING REGULATIONS (US DOT / TDG)

Proper Shipping Name: Corrosive Liquid, Acidic, Inorganic, N.O.S. (Contains Aluminum Sulfate)
Hazard Class: 8 ID Number: UN3264 Packing Group: III
The US EPA reportable quantity (RQ) for aluminum sulfate is 5,000 lbs.

PRODUCT SAFETY INFORMATION

Anyone procuring, using or disposing of these products or their containers must be familiar with the appropriate safety and handling precautions. Such information may be found in the **Safety Data Sheets (SDS)** for these products or you may contact Chemtrade at 416-496-5856. In the event of an emergency with these products, call the 24-hour **Emergency Number: USA and Canada (CHEMTREC) 800-424-9300**. For additional information contact:

Syracuse Technical Center
315-478-2323 or 800-255-7589

Water Treatment Chemicals
Customer Service 844-204-9675

CHE-5001P-1

Revision Date: April 24, 2022

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Liquid Alum

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Revision Date: 06/11/2019 Date of Issue: 05/01/2015 Version: 9.0

SECTION 1: IDENTIFICATION

Product Identifier

Product Form: Mixture

Product Name: Liquid Alum

Intended Use of the Product

Alum is used as a coagulating agent in municipal and industrial water and wastewater treatment and as an additive in papermaking.

Name, Address, and Telephone of the Responsible Party

Manufacturer

CHEMTRADE LOGISTICS INC.
155 Gordon Baker Road
Suite 300
Toronto, Ontario M2H 3N5
For SDS Info: (416) 496-5856
www.chemtradelogistics.com

Emergency Telephone Number

Emergency Number :

Canada / US: CHEMTREC +1-800-424-9300
INTERNATIONAL: +1-703-741-5970
Chemtrade Emergency Contact: (866) 416-4404
For Chemical Emergency, Spill, Leak, Fire, Exposure, or Accident, call CHEMTREC – Day or Night

SECTION 2: HAZARDS IDENTIFICATION

Classification of the Substance or Mixture

GHS Classification

Met. Corr. 1	H290
Eye Dam. 1	H318
Aquatic Acute 3	H402

Full text of hazard classes and H-statements : see section 16

Label Elements

GHS Labeling

Hazard Pictograms :

GHS05

Signal Word : Danger

Hazard Statements : H290 - May be corrosive to metals.
H318 - Causes serious eye damage.
H402 - Harmful to aquatic life.

Precautionary Statements : P234 - Keep only in original container.
P260 - Do not breathe vapors, mist, or spray.
P264 - Wash hands, forearms, and other exposed areas thoroughly after handling.
P273 - Avoid release to the environment.
P280 - Wear protective gloves, protective clothing, and eye protection.
P301+P330+P331 - IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.
P303+P361+P353 - IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water.
P304+P340 - IF INHALED: Remove person to fresh air and keep comfortable for breathing.
P305+P351+P338 - IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
P310 - Immediately call a POISON CENTER or doctor.

P321 - Specific treatment (see section 4 on this SDS).
P363 - Wash contaminated clothing before reuse.
P390 - Absorb spillage to prevent material damage.
P405 - Store locked up.
P406 - Store in corrosive resistant container with a resistant inner liner.
P501 - Dispose of contents/container in accordance with local, regional, national, provincial, territorial and international regulations.

Other Hazards

Exposure may aggravate pre-existing eye, skin, or respiratory conditions.

Unknown acute toxicity

No data available

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

Mixture

Name	Product Identifier	%*	GHS Ingredient Classification
Water	(CAS No) 7732-18-5	30 - 55	Not classified
Sulfuric acid, aluminum salt (3:2)**	(CAS No) 10043-01-3	45 - 70*	Met. Corr. 1, H290 Eye Dam. 1, H318 Aquatic Acute 3, H402

Full text of H-phrases: see section 16

**As $Al_2(SO_4)_3 \bullet 14H_2O$ (Dry Aluminum Sulfate).

*Percentages are listed in weight by weight percentage (w/w%) for liquid and solid ingredients. Gas ingredients are listed in volume by volume percentage (v/v%).

*The actual concentration of the ingredient(s) is withheld as a trade secret in accordance with the Hazardous Products Regulations (HPR) SOR/2015-17 and 29 CFR 1910.1200.

SECTION 4: FIRST AID MEASURES

Description of First-aid Measures

General: Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label where possible).

Inhalation: Remove to fresh air and keep at rest in a position comfortable for breathing. Immediately call a POISON CENTER or doctor/physician.

Skin Contact: Remove contaminated clothing. Immediately flush skin with plenty of water for at least 30 minutes. Wash contaminated clothing before reuse. Immediately call a POISON CENTER or doctor.

Eye Contact: Rinse cautiously with water for at least 30 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Get immediate medical advice/attention.

Ingestion: Rinse mouth. Do NOT induce vomiting. Obtain emergency medical attention.

Most Important Symptoms and Effects Both Acute and Delayed

General: May cause skin irritation and eye damage.

Inhalation: May be corrosive to the respiratory tract.

Skin Contact: May cause irritation.

Eye Contact: Causes permanent damage to the cornea, iris, or conjunctiva.

Ingestion: May cause burns or irritation of the linings of the mouth, throat, and gastrointestinal tract.

Chronic Symptoms: None expected under normal conditions of use.

Indication of Any Immediate Medical Attention and Special Treatment Needed

If exposed or concerned, get medical advice and attention. If medical advice is needed, have product container or label at hand.

SECTION 5: FIRE-FIGHTING MEASURES

Extinguishing Media

Suitable Extinguishing Media: Water spray, dry chemical, foam, carbon dioxide.

Unsuitable Extinguishing Media: Do not use a heavy water stream. Use of heavy stream of water may spread fire.

Special Hazards Arising From the Substance or Mixture

Fire Hazard: Not considered flammable but may burn at high temperatures.

Explosion Hazard: Contact with metallic substances may release flammable hydrogen gas.
Reactivity: May be corrosive to metals. Contact with metals may evolve flammable hydrogen gas. May react exothermically with water releasing heat. Adding an acid to a base or base to an acid may cause a violent reaction.

Advice for Firefighters

Precautionary Measures Fire: Exercise caution when fighting any chemical fire.
Firefighting Instructions: Use water spray or fog for cooling exposed containers.
Protection During Firefighting: Do not enter fire area without proper protective equipment, including respiratory protection.
Hazardous Combustion Products: Can liberate toxic and corrosive fumes of SO_2 and SO_3 under extreme conditions when boiled to dryness or heated above 600 ° C (1112 °F).
Other Information: Do not allow run-off from fire fighting to enter drains or water courses.

Reference to Other Sections

Refer to Section 9 for flammability properties.

SECTION 6: ACCIDENTAL RELEASE MEASURES

Personal Precautions, Protective Equipment and Emergency Procedures

General Measures: Do not get in eyes, on skin, or on clothing. Do not breathe vapor, mist or spray.

For Non-Emergency Personnel

Protective Equipment: Use appropriate personal protective equipment (PPE).
Emergency Procedures: Evacuate unnecessary personnel.

For Emergency Personnel

Protective Equipment: Equip cleanup crew with proper protection.
Emergency Procedures: Upon arrival at the scene, a first responder is expected to recognize the presence of dangerous goods, protect oneself and the public, secure the area, and call for the assistance of trained personnel as soon as conditions permit. Ventilate area.

Environmental Precautions

Prevent entry to sewers and public waters. Avoid release to the environment.

Methods and Materials for Containment and Cleaning Up

For Containment: Contain any spills with dikes or absorbents to prevent migration and entry into sewers or streams. As an immediate precautionary measure, isolate spill or leak area in all directions.
Methods for Cleaning Up: Clean up spills immediately and dispose of waste safely. Transfer spilled material to a suitable container for disposal. Contact competent authorities after a spill. Absorb spillage to prevent material damage. Cautiously neutralize spilled liquid.

Reference to Other Sections

See Section 8 for exposure controls and personal protection and Section 13 for disposal considerations.

SECTION 7: HANDLING AND STORAGE

Precautions for Safe Handling

Additional Hazards When Processed: May be corrosive to metals. May release corrosive vapors.
Precautions for Safe Handling: Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Handle empty containers with care because they may still present a hazard. Do not get in eyes, on skin, or on clothing. Do not breathe vapors, mist, and spray.
Hygiene Measures: Handle in accordance with good industrial hygiene and safety procedures.

Conditions for Safe Storage, Including Any Incompatibilities

Technical Measures: Comply with applicable regulations.
Storage Conditions: Keep container closed when not in use. Store in a dry, cool place. Keep/Store away from extremely high or low temperatures and incompatible materials. Store in corrosive resistant container with a resistant inner liner. Store in original container or corrosive resistant and/or lined container.
Incompatible Materials: Non acid-proof metals (such as aluminum, copper and iron), bases, unalloyed steel, galvanized surfaces.

Specific End Use(s)

Alum is used as a coagulating agent in municipal and industrial water and wastewater treatment and as an additive in papermaking.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

Control Parameters

For substances listed in section 3 that are not listed here, there are no established Exposure limits from the manufacturer, supplier, importer, or the appropriate advisory agency including: ACGIH (TLV), AIHA (WEEL), NIOSH (REL), OSHA (PEL), Canadian provincial governments, or the Mexican government.

Exposure Controls

Appropriate Engineering Controls: Emergency eye wash fountains and safety showers should be available in the immediate vicinity of any potential exposure. Ensure adequate ventilation, especially in confined areas. Ensure all national/local regulations are observed.

Personal Protective Equipment: Gloves. Protective clothing. Protective goggles. Face shield. Insufficient ventilation: wear respiratory protection.

Materials for Protective Clothing: Chemical resistant materials and fabrics.

Hand Protection: Wear protective gloves.

Eye Protection: Chemical safety goggles and face shield.

Skin and Body Protection: Wear suitable protective clothing.

Respiratory Protection: If exposure limits are exceeded or irritation is experienced, approved respiratory protection should be worn. In case of inadequate ventilation, oxygen deficient atmosphere, or where exposure levels are not known wear approved respiratory protection.

Other Information: When using, do not eat, drink or smoke.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

Information on Basic Physical and Chemical Properties

Physical State	:	Liquid
Appearance	:	Clear
Odor	:	Odorless
Odor Threshold	:	Not available
pH	:	1.4 - 2.6
Evaporation Rate	:	Not available
Melting Point	:	Not applicable
Freezing Point	:	-15.56 °C (3.99 °F)
Boiling Point	:	101 °C (213.8 °F)
Flash Point	:	Not flammable
Auto-ignition Temperature	:	Not available
Decomposition Temperature	:	Not available
Flammability (solid, gas)	:	Not applicable
Lower Flammable Limit	:	Not available
Upper Flammable Limit	:	Not available
Vapor Pressure	:	Not available
Relative Vapor Density at 20°C	:	Not available
Relative Density	:	Not available
Specific Gravity	:	1.30 – 1.35
Solubility	:	Water: Completely miscible in water
Partition Coefficient: N-Octanol/Water	:	Not available
Viscosity	:	Not available

SECTION 10: STABILITY AND REACTIVITY

Reactivity: May be corrosive to metals. Contact with metals may evolve flammable hydrogen gas. May react exothermically with water releasing heat. Adding an acid to a base or base to an acid may cause a violent reaction.

Chemical Stability: Stable under recommended handling and storage conditions (see section 7).

Possibility of Hazardous Reactions: Hazardous polymerization will not occur.

Conditions to Avoid: Extremely high or low temperatures and incompatible materials.

Incompatible Materials: Non acid-proof metals (such as aluminum, copper and iron), bases, unalloyed steel, galvanized surfaces.

Hazardous Decomposition Products: None expected under normal conditions of use.

SECTION 11: TOXICOLOGICAL INFORMATION

Information on Toxicological Effects - Product

Acute Toxicity (Oral): Not classified

Acute Toxicity (Dermal): Not classified

Acute Toxicity (Inhalation): Not classified

LD50 and LC50 Data: Not available

Skin Corrosion/Irritation: May causes skin irritation and eye damage.

pH: 1.4 - 2.6

Eye Damage/Irritation: Causes serious eye damage.

pH: 1.4 - 2.6

Respiratory or Skin Sensitization: Not classified

Germ Cell Mutagenicity: Not classified

Carcinogenicity: Not classified

Specific Target Organ Toxicity (Repeated Exposure): Not classified

Reproductive Toxicity: Not classified

Specific Target Organ Toxicity (Single Exposure): Not classified

Aspiration Hazard: Not classified

Symptoms/Effects After Inhalation: May be corrosive to the respiratory tract.

Symptoms/Effects After Skin Contact: May cause skin irritation.

Symptoms/Effects After Eye Contact: Causes permanent damage to the cornea, iris, or conjunctiva.

Symptoms/Effects After Ingestion: May cause burns or irritation of the linings of the mouth, throat, and gastrointestinal tract.

Information on Toxicological Effects - Ingredient(s)

LD50 and LC50 Data:

Water (7732-18-5)	
LD50 Oral Rat	> 90000 mg/kg

SECTION 12: ECOLOGICAL INFORMATION

Toxicity

Ecology - General: Harmful to aquatic life.

Sulfuric acid, aluminum salt (3:2) (10043-01-3)	
LC50 Fish 1	100 mg/l (Exposure time: 96h – Species: Carassius auratus [static])
EC50 Daphnia 1	12800 ug/l (Exposure time: 48h – Species: Crangonyx pseudogracilis)
LD50 Fish 2	33.9 mg/l (Exposure time: 96h – Species: Pimephales promelas [flow-through])

Persistence and Degradability

Liquid Alum	
Persistence and Degradability	Not established.

Bioaccumulative Potential

Liquid Alum	
Bioaccumulative Potential	Not established.

Mobility in Soil

Not available

Other Adverse Effects

Other Information: Avoid release to the environment.

SECTION 13: DISPOSAL CONSIDERATIONS

Waste Disposal Recommendations: Dispose of waste material in accordance with all local, regional, national, provincial, territorial and international regulations.

Additional Information: Container may remain hazardous when empty. Continue to observe all precautions.

Ecology - Waste Materials: Avoid release to the environment. This material is hazardous to the aquatic environment. Keep out of sewers and waterways.

SECTION 14: TRANSPORT INFORMATION

The shipping description(s) stated herein were prepared in accordance with certain assumptions at the time the SDS was authored, and can vary based on a number of variables that may or may not have been known at the time the SDS was issued.

TRANSPORTATION CLASSIFICATION	DOT	TDG	IMDG	IATA
Identification Number	UN3264	UN3264	UN3264	UN3264
Proper Shipping Name	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S., (CONTAINS ALUMINUM SULFATE)	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S., (CONTAINS ALUMINUM SULFATE)	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S., (CONTAINS ALUMINUM SULFATE)	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S., (CONTAINS ALUMINUM SULFATE)
Transport Hazard Class(es)	8	8	8	8
Packing Group	III	III	III	III
Environmental Hazards	**Marine Pollutant** : No	**Marine Pollutant** : No	**Marine Pollutant** : No	**Marine Pollutant**: N/A
Emergency Response	**ERG Number** : 154	**ERAP Index:** Not applicable	**EMS:** F-A, S-B	**ERG code (IATA):** 8L
Additional Information	Not applicable	Not applicable	Not applicable	Not applicable

SECTION 15: REGULATORY INFORMATION

US Federal Regulations

Chemical Name (CAS No.)	CERCLA RQ	EPCRA 304 RQ	SARA 302 TPQ	SARA 313
Sulfuric acid, aluminum salt (3:2) (10043-01-3)	5000 lb	Not present	Not present	No

SARA 311/312

Liquid Alum
Immediate (acute) health hazard

US TSCA Flags

Not present

US State Regulations

California Proposition 65

Chemical Name (CAS No.)	Carcinogenicity	Developmental Toxicity	Female Reproductive Toxicity	Male Reproductive Toxicity
Sulfuric acid, aluminum salt (3:2) (10043-01-3)	No	No	No	No

State Right-To-Know Lists

Sulfuric acid, aluminum salt (3:2) (10043-01-3)
U.S. - Massachusetts - Right To Know List - Yes
U.S. - New Jersey - Right to Know Hazardous Substance List - Yes

U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List - Yes
U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances - No
U.S. - Pennsylvania - RTK (Right to Know) List - Yes

Canadian Regulations

Sulfuric acid, aluminum salt (3:2) (10043-01-3)
Listed on the Canadian DSL (Domestic Substances List)
Not listed on the Canadian NDSL (Non-Domestic Substances List)

International Inventories/Lists

Chemical Name (CAS No.)	Australia AICS	Turkey CICR	Korea ECL	EU EINECS	EU ELINCS	EU SVHC	EU NLP	Mexico INSQ
Sulfuric acid, aluminium salt (3:2) (10043-01-3)	Yes	Yes	Yes	Yes	No	No	No	Yes

Chemical Name (CAS No.)	China IECSC	Japan ENCS	Japan ISHL	Japan PDSCL	Japan PRTR	Philippines PICCS	New Zealand NZIOC	US TSCA
Sulfuric acid, aluminium salt (3:2) (10043-01-3)	Yes	Yes	No	No	No	Yes	Yes	Yes

SECTION 16: OTHER INFORMATION, INCLUDING DATE OF PREPARATION OR LAST REVISION

Revision Date : 06/11/2019

Revision Summary

Section	Change	Date Changed
1	Text update	06/11/2019
12	Text update	06/11/2019

Other Information : This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200 and Canada's Hazardous Products Regulations (HPR).

GHS Full Text Phrases:

Aquatic Acute 3	Hazardous to the aquatic environment - Acute Hazard Category 3
Eye Dam. 1	Serious eye damage/eye irritation Category 1
Met. Corr. 1	Corrosive to metals Category 1
Skin Corr. 1A	Skin corrosion/irritation Category 1A
H290	May be corrosive to metals
H318	Causes serious eye damage
H402	Harmful to aquatic life

NFPA 704

NFPA Health Hazard : 2
NFPA Fire Hazard : 0
NFPA Reactivity Hazard : 1

HMIS Rating

Health : 2
Flammability : 0
Physical : 1
PPE See Section 8

Abbreviations and Acronyms

AICS – Australian Inventory of Chemical Substances
ACGIH – American Conference of Governmental Industrial Hygienists
AIHA – American Industrial Hygiene Association
ATE - Acute Toxicity Estimate
BCF - Bioconcentration factor
BEI - Biological Exposure Indices (BEI)
CAS No. - Chemical Abstracts Service number
CERCLA RQ - Comprehensive Environmental Response, Compensation, and
LC50 - Median Lethal Concentration
LD50 - Median Lethal Dose
LOAEL - Lowest Observed Adverse Effect Level
LOEC - Lowest-observed-effect Concentration
Log Pow - Octanol/water Partition Coefficient
NFPA 704 – National Fire Protection Association - Standard System for the Identification of the Hazards of Materials for Emergency Response
NIOSH - National Institute for Occupational Safety and Health

Liability Act - Reportable Quantity
CICR - Turkish Inventory and Control of Chemicals
DOT – 49 CFR – US Department of Transportation – Code of Federal Regulations Title 49 – Transportation.
EC50 - Median effective concentration
ECL - Korea Existing Chemicals List
EINECS - European Inventory of Existing Commercial Chemical Substances
ELINCS - European List of Notified Chemical Substances
EmS - IMDG Emergency Schedule Fire & Spillage
ENCS - Japanese Existing and New Chemical Substances Inventory
EPA – Environmental Protection Agency
EPCRA 304 RQ – EPCRA 304 Extremely Hazardous Substance Emergency Planning and Community Right-to-Know-Act – Reportable Quantity
ERAP Index – Emergency Response Assistance Plan Quantity Limit
ErC50 - EC50 in Terms of Reduction Growth Rate
ERG code (IATA) - Emergency Response Drill Code as found in the International Civil Aviation Organization (ICAO)
ERG No. - Emergency Response Guide Number
HCCL - Hazard Communication Carcinogen List
HMIS – Hazardous Materials Information System
IARC - International Agency for Research on Cancer
IATA - International Air Transport Association – Dangerous Goods Regulations
IDLH - Immediately Dangerous to Life or Health
IECSC - Inventory of Existing Chemical Substances Produced or Imported in China
IMDG - International Maritime Dangerous Goods Code
INSQ - Mexican National Inventory of Chemical Substances
ISHL - Japan Industrial Safety and Health Law
NLP - Europe No Longer Polymers List
NOAEL - No-Observed Adverse Effect Level
NOEC - No-Observed Effect Concentration
NZIOC - New Zealand Inventory of Chemicals
OEL - Occupational Exposure Limits
OSHA – Occupational Safety and Health Administration
PEL - Permissible Exposure Limits
PICCS - Philippine Inventory of Chemicals and Chemical Substances
PDSCL - Japan Poisonous and Deleterious Substances Control Law
PPE – Personal Protective Equipment
PRTR - Japan Pollutant Release and Transfer Register
REL - Recommended Exposure Limit
SADT - Self Accelerating Decomposition Temperature
SARA - Superfund Amendments and Reauthorization Act
SARA 302 - Section 302, 40 CFR Part 355
SARA 311/312 - Sections 311 and 312, 40 CFR Part 370 Hazard Categories
SARA 313 - Section 313, 40 CFR Part 372
SRCL - Specifically Regulated Carcinogen List
STEL - Short Term Exposure Limit
SVHC – European Candidate List of Substance of Very High Concern
TDG – Transport Canada Transport of Dangerous Goods Regulations
TLM - Median Tolerance Limit
TLV - Threshold Limit Value
TPQ - Threshold Planning Quantity
TSCA – United StatesToxic Substances Control Act
TWA - Time Weighted Average
WEEL - Workplace Environmental Exposure Levels

Handle product with due care and avoid unnecessary contact. This information is supplied under U.S. OSHA'S "Right to Know" (29 CFR 1910.1200) and Canada's WHMIS regulations. Although certain hazards are described herein, we cannot guarantee these are the only hazards that exist. The information contained herein is based on data available to us and is believed to be true and accurate but it is not offered as a product specification. No warranty, expressed or implied, regarding the accuracy of this data, the hazards connected with the use of the product, or the results to be obtained from the use thereof, is made and Chemtrade and its affiliates assume no responsibility. Chemtrade is a member of the CIAC (Chemistry Industry Association of Canada) and adheres to the codes and principles of Responsible Care™.

Responsible Care®
Our commitment to sustainability
Gestion responsable™
Notre engagement envers le développement durable

The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Monday, October 03, 2022** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:
http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=chemtrade&PlantState=Texas+TX&

NSF/ANSI/CAN 60
Drinking Water Treatment Chemicals - Health Effects

Chemtrade Logistics, Inc.
155 Gordon Baker Road
Suite 300
Toronto, ON M2H 3N5
Canada
1-866-887-8805
416-496-5856
Visit this company's website
(http://www.chemtradelogistics.com)

Facility : Beaumont, TX

Sodium Bisulfite[1]

Trade Designation	*Product Function*	*Max Use*
Sodium Bisulfite	Dechlorinator & Antioxidant	50mg/L
Sodium Bisulfite Solution	Dechlorinator & Antioxidant	50mg/L

[1] This product contains sulfite.
Sulfites have been known to cause potentially lethal
allergic reactions in sulfite-sensitive individuals.
The maximum recommended allowable
residual sulfite level in the finished drinking water is 100 ppb (0.1 mg/L).

Sulfuric Acid

Trade Designation	*Product Function*	*Max Use*
93% Sulfuric Acid	pH Adjustment	50mg/L
98% Sulfuric Acid	pH Adjustment	50mg/L
99% Sulfuric Acid	pH Adjustment	50mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Chemtrade Solutions LLC (formerly General Chemical LLC)

155 Gordon Baker Road
Suite 300
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Canada
866-887-8805
416-496-5856
Visit this company's website
(http://www.chemtradelogistics.com)

Facility : Celina, TX

Ammonium Sulfate

Trade Designation	*Product Function*	*Max Use*
Ammonium Sulfate Solution	Chloramination	40mg/L
Liquid Ammonium Sulfate	Chloramination	40mg/L

Ferric Sulfate

Trade Designation	*Product Function*	*Max Use*
60% LFS	Coagulation & Flocculation	600mg/L
Fe3	Coagulation & Flocculation	600mg/L
Fer+Ion® F10	Coagulation & Flocculation	488mg/L
Fer+Ion® F15	Coagulation & Flocculation	336mg/L
Fer+Ion® F150	Coagulation & Flocculation	600mg/L
Fer+Ion® F1550	Coagulation & Flocculation	600mg/L
Fer+Ion® F20	Coagulation & Flocculation	256mg/L
Fer+Ion® F250	Coagulation & Flocculation	600mg/L
Fer+Ion® F3	Coagulation & Flocculation	612mg/L

Fer+Ion® F350	Coagulation & Flocculation	600mg/L
Fer+Ion® F5	Coagulation & Flocculation	620mg/L
Fer+Ion® F7	Coagulation & Flocculation	674mg/L
Fer+Ion® F750	Coagulation & Flocculation	600mg/L
Ferric Sulfate 50%	Coagulation & Flocculation	600mg/L
Ferric Sulfate 55%	Coagulation & Flocculation	600mg/L
Ferric Sulfate 60%	Coagulation & Flocculation	600mg/L
Ferric Sulfate Solution	Coagulation & Flocculation	600mg/L
Liquid Ferric Sulfate	Coagulation & Flocculation	600mg/L

Polymer Blends

Trade Designation	*Product Function*	*Max Use*
Fer+Ion® 202.5	Coagulation & Flocculation	250mg/L
Fer+Ion® 205	Coagulation & Flocculation	250mg/L
Fer+Ion® 2050	Coagulation & Flocculation	417mg/L
Fer+Ion® 2055	Coagulation & Flocculation	417mg/L
Fer+Ion® 210	Coagulation & Flocculation	250mg/L
Fer+Ion® 2100	Coagulation & Flocculation	227mg/L
Fer+Ion® 2105	Coagulation & Flocculation	227mg/L
Fer+Ion® 215	Coagulation & Flocculation	166mg/L
Fer+Ion® 302.5[PY]	Coagulation & Flocculation	250mg/L
Fer+Ion® 305[PY]	Coagulation & Flocculation	200mg/L
Fer+Ion® 3050[PY]	Coagulation & Flocculation	200mg/L
Fer+Ion® 3055[PY]	Coagulation & Flocculation	200mg/L
Fer+Ion® 310[PY]	Coagulation & Flocculation	100mg/L
Fer+Ion® 3100[PY]	Coagulation & Flocculation	100mg/L
Fer+Ion® 3105[PY]	Coagulation & Flocculation	100mg/L

[PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Facility : Odem, TX

Aluminum Chlorohydrate [AL]

Trade Designation	*Product Function*	*Max Use*
Gen+Pac® 2370	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1090	Coagulation & Flocculation	250mg/L
Hyper+Ion® 92005[2]	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9517	Coagulation & Flocculation	250mg/L

[2] This product may contain copper and may increase the amount of copper present in the finished drinking water. Following use of this product, the finished drinking water should be monitored to ensure that levels of copper do not exceed regulatory requirements.

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Aluminum Chlorohydrate/Polyaluminum Chloride[AL]

Trade Designation	*Product Function*	*Max Use*
EC-409	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1030	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1060	Coagulation & Flocculation	250mg/L
Hyper+Ion® 2662	Coagulation & Flocculation	250mg/L
Hyper+Ion® 2767	Coagulation & Flocculation	250mg/L
Hyper+Ion® 4393	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5523	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5848	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5969	Coagulation & Flocculation	250mg/L
Hyper+Ion® 6311	Coagulation & Flocculation	250mg/L
Hyper+Ion® 6791	Coagulation & Flocculation	250mg/L
Hyper+Ion® 700	Coagulation & Flocculation	250mg/L
Hyper+Ion® 8551	Coagulation & Flocculation	250mg/L
Hyper+Ion® 8673	Coagulation & Flocculation	250mg/L
Hyper+Ion® 8962	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9084	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9114	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9213	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9409	Coagulation & Flocculation	250mg/L
Hyper+lon® 1204	Coagulation & Flocculation	250mg/L
Hyper+lon® 2167	Coagulation & Flocculation	250mg/L
Hyper+lon® 3109	Coagulation & Flocculation	250mg/L
Hyper+lon® 5044	Coagulation & Flocculation	250mg/L
Hyper+lon® 800	Coagulation & Flocculation	250mg/L
Hyper+lon® 8551	Coagulation & Flocculation	250mg/L
Hyper+lon® 9128	Coagulation & Flocculation	250mg/L
Hyper+lon® 9313	Coagulation & Flocculation	250mg/L
PAC® 2370	Coagulation & Flocculation	250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Aluminum Sulfate[AL]

Trade Designation	*Product Function*	*Max Use*
Alum	Coagulation & Flocculation	400mg/L
Aluminum Sulfate	Coagulation & Flocculation	400mg/L
Clar+Ion® 9341[CP] [PO]	Coagulation & Flocculation	400mg/L
Clar+Ion® A1	Coagulation & Flocculation	400mg/L
Clar+Ion® A10	Coagulation & Flocculation	400mg/L
Clar+Ion® A3	Coagulation & Flocculation	400mg/L
Clar+Ion® A5	Coagulation & Flocculation	400mg/L
Clar+Ion® A7	Coagulation & Flocculation	400mg/L
Clar+Ion® CS[CP]	Coagulation & Flocculation	110mg/L
Clar+Ion® CS12[CP]	Coagulation & Flocculation	110mg/L
Clar+Ion® CS4[CP]	Coagulation & Flocculation	400mg/L
Clar+Ion® CS8[CP]	Coagulation & Flocculation	200mg/L
Gen+Pas® 701	Coagulation & Flocculation	400mg/L
Gen+Pas® 703	Coagulation & Flocculation	400mg/L
Gen+Pas® 705	Coagulation & Flocculation	400mg/L
Gen+Pas® 707	Coagulation & Flocculation	400mg/L
Gen+Pas® 710	Coagulation & Flocculation	400mg/L
Liquid Alum	Coagulation & Flocculation	400mg/L
Liquid Alum Acidized 0.5-10.0%	Coagulation & Flocculation	400mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

[CP] The finished drinking water shall be monitored to ensure that levels of copper do not exceed 1.3 mg/L.

[PO] The finished drinking water shall be monitored to ensure that levels of manganese do not exceed 0.05 mg/L.

Ammonium Sulfate

Trade Designation	*Product Function*	*Max Use*
Ammonium Sulfate Solution	Chloramination	40mg/L
Liquid Ammonium Sulfate	Chloramination	40mg/L

Citric Acid[1]

Trade Designation	*Product Function*	*Max Use*
Citric Acid Solution	Membrane Cleaner	NA
Genclean 704	Membrane Cleaner	NA
Liquid Citric Acid	Membrane Cleaner	NA

[1] This product is designed to be used off-line and flushed out prior to using the system for drinking water, following manufacturer's use instructions.

Copper Sulfate[CP]

Trade Designation	*Product Function*	*Max Use*
Aqua-Ox 446[PO]	Algicide	16mg/L
Copper Sulfate Solution	Algicide	16mg/L
Liquid Copper Sulfate 25%	Algicide	16mg/L

[CP] The finished drinking water shall be monitored to ensure that levels of copper do not exceed 1.3 mg/L.

[PO] The finished drinking water shall be monitored to ensure that levels of manganese do not exceed 0.05 mg/L.

Poly (Diallyldimethylammonium Chloride)(pDADMAC)

Trade Designation	*Product Function*	*Max Use*
Clar+Ion® P825	Coagulation & Flocculation	50mg/L
Clar+Ion® P830	Coagulation & Flocculation	50mg/L
Clar+Ion® P846	Coagulation & Flocculation	50mg/L
Clar+Ion® P850	Coagulation & Flocculation	50mg/L
Clar+Ion® P855	Coagulation & Flocculation	50mg/L
Clar+Ion® P9160	Coagulation & Flocculation	32mg/L
Clar+Ion® P9161	Coagulation & Flocculation	32mg/L
Clar+Ion® P917	Coagulation & Flocculation	25mg/L

Polyacrylamide[PC]

Trade Designation	*Product Function*	*Max Use*
Hyper+Lyte 30	Coagulation & Flocculation	3.5mg/L

[PC] Polyacrylamide Products Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Polyaluminum Chloride [AL]

Trade Designation	*Product Function*	*Max Use*
Gen+Pac® 2370	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1090	Coagulation & Flocculation	250mg/L
Hyper+Ion® 92005[2]	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9517	Coagulation & Flocculation	250mg/L

[2] This product may contain copper and may increase the amount of copper present in the finished drinking water. Following use of this product, the finished drinking water should be monitored to ensure that levels of copper do not exceed regulatory requirements.

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Polymer Blends

Trade Designation	*Product Function*	*Max Use*
Clar+Ion A403P[AL] [PY]	Coagulation & Flocculation	400mg/L
Clar+Ion® 9100[AL] [CP]	Coagulation & Flocculation	400mg/L
Clar+Ion® 91008[AL] [CP]	Coagulation & Flocculation	200mg/L
Clar+Ion® 91012[AL] [CP]	Coagulation & Flocculation	400mg/L
Clar+Ion® 91014[AL] [CP]	Coagulation & Flocculation	400mg/L
Clar+Ion® 91018[AL] [CP]	Coagulation & Flocculation	200mg/L
Clar+Ion® 91024[AL] [CP]	Coagulation & Flocculation	400mg/L
Clar+Ion® 910312[AL] [CP]	Coagulation & Flocculation	110mg/L
Clar+Ion® 91034[AL] [CP]	Coagulation & Flocculation	400mg/L
Clar+Ion® 91042[AL] [CP]	Coagulation & Flocculation	400mg/L
Clar+Ion® 91044[AL] [CP]	Coagulation & Flocculation	400mg/L
Clar+Ion® 91048[AL] [CP]	Coagulation & Flocculation	200mg/L
Clar+Ion® 91054[AL] [CP]	Coagulation & Flocculation	400mg/L
Clar+Ion® 91108[AL] [CP]	Coagulation & Flocculation	200mg/L
Clar+Ion® 91212[AL] [CP]	Coagulation & Flocculation	400mg/L
Clar+Ion® 91214[AL] [CP]	Coagulation & Flocculation	400mg/L
Clar+Ion® 914112[AL] [CP]	Coagulation & Flocculation	110mg/L
Clar+Ion® 91414[AL] [CP]	Coagulation & Flocculation	400mg/L
Clar+Ion® 91734[AL] [CP]	Coagulation & Flocculation	400mg/L
Clar+Ion® A402H[AL] [PY]	Coagulation & Flocculation	400mg/L
Clar+Ion® A403H[AL] [PY]	Coagulation & Flocculation	400mg/L
Clar+Ion® A4041[AL] [PY]	Coagulation & Flocculation	400mg/L
Clar+Ion® A4041M[AL] [PY]	Coagulation & Flocculation	400mg/L
Clar+Ion® A407.5P[AL] [PY]	Coagulation & Flocculation	333mg/L
Clar+Ion® A410P[AL]	Coagulation & Flocculation	250mg/L
Clar+Ion® A412P[AL]	Coagulation & Flocculation	208mg/L
Clar+Ion® A4522[AL] [PY]	Coagulation & Flocculation	400mg/L
Clar+Ion® P950[PY]	Coagulation & Flocculation	40mg/L
Clar+Ion® P951[PY]	Coagulation & Flocculation	40mg/L
Hyper+Ion® 92300[AL] [PY]	Coagulation & Flocculation	150mg/L
Hyper+Ion® 92303[AL] [CP]	Coagulation & Flocculation	300mg/L
Hyper+Ion® 9233[AL] [PY]	Coagulation & Flocculation	150mg/L

Hyper+Ion® 92412[AL] [CP]	Coagulation & Flocculation	300mg/L
Hyper+Ion® 92413[AL] [CP]	Coagulation & Flocculation	300mg/L
Hyper+Ion® 92414[AL] [CP]	Coagulation & Flocculation	300mg/L
Hyper+Ion® 92415[AL] [CP]	Coagulation & Flocculation	300mg/L
Hyper+Ion® 92416[AL] [CP]	Coagulation & Flocculation	300mg/L
Hyper+Ion® 92417[AL] [CP]	Coagulation & Flocculation	300mg/L
Hyper+Ion® 92418[AL] [CP]	Coagulation & Flocculation	300mg/L
Hyper+Ion® 92419[AL] [CP]	Coagulation & Flocculation	300mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

[CP] The finished drinking water shall be monitored to ensure that levels of copper do

not exceed 1.3 mg/L.

[PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Sodium Hydroxide

Trade Designation	*Product Function*	*Max Use*
Caustic Soda 20-30%	Corrosion & Scale Control pH Adjustment	167mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L

Facility : Terrell, TX

Aluminum Chlorohydrate[AL]

Trade Designation	*Product Function*	*Max Use*
EC-409	Coagulation & Flocculation	250mg/L
Gen+Pac® 2370	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1030	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1060	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1090	Coagulation & Flocculation	250mg/L
Hyper+Ion® 2662	Coagulation & Flocculation	250mg/L
Hyper+Ion® 2767	Coagulation & Flocculation	250mg/L
Hyper+Ion® 4393	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5523	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5848	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5969	Coagulation & Flocculation	250mg/L
Hyper+Ion® 6311	Coagulation & Flocculation	250mg/L

Hyper+Ion® 6791	Coagulation & Flocculation	250mg/L
Hyper+Ion® 700	Coagulation & Flocculation	250mg/L
Hyper+Ion® 8551	Coagulation & Flocculation	250mg/L
Hyper+Ion® 8673	Coagulation & Flocculation	250mg/L
Hyper+Ion® 8962	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9084	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9114	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9213	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9409	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9517	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1204	Coagulation & Flocculation	250mg/L
Hyper+Ion® 2167	Coagulation & Flocculation	250mg/L
Hyper+Ion® 3109	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5044	Coagulation & Flocculation	250mg/L
Hyper+Ion® 800	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9128	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9313	Coagulation & Flocculation	250mg/L
PAC® 2370	Coagulation & Flocculation	250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Polyaluminum Chloride[AL]

Trade Designation	*Product Function*	*Max Use*
EC-409	Coagulation & Flocculation	250mg/L
Gen+Pac® 2370	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1030	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1060	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1090	Coagulation & Flocculation	250mg/L
Hyper+Ion® 2662	Coagulation & Flocculation	250mg/L
Hyper+Ion® 2767	Coagulation & Flocculation	250mg/L
Hyper+Ion® 4393	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5523	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5848	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5969	Coagulation & Flocculation	250mg/L
Hyper+Ion® 6311	Coagulation & Flocculation	250mg/L
Hyper+Ion® 6791	Coagulation & Flocculation	250mg/L
Hyper+Ion® 700	Coagulation & Flocculation	250mg/L
Hyper+Ion® 8551	Coagulation & Flocculation	250mg/L
Hyper+Ion® 8673	Coagulation & Flocculation	250mg/L
Hyper+Ion® 8962	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9084	Coagulation & Flocculation	250mg/L

Hyper+Ion® 9114	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9213	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9409	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9517	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1204	Coagulation & Flocculation	250mg/L
Hyper+Ion® 2167	Coagulation & Flocculation	250mg/L
Hyper+Ion® 3109	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5044	Coagulation & Flocculation	250mg/L
Hyper+Ion® 800	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9128	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9313	Coagulation & Flocculation	250mg/L
PAC® 2370	Coagulation & Flocculation	250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Polymer Blends[AL] [PY]

Trade Designation	*Product Function*	*Max Use*
CPL-44420	Coagulation & Flocculation	100mg/L
EC-463	Coagulation & Flocculation	43mg/L
Gen+Pac® 1270-20A	Coagulation & Flocculation	100mg/L
Gen+Pac® 1270-35A	Coagulation & Flocculation	71mg/L
Hyper+Ion® 1001	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1055	Coagulation & Flocculation	100mg/L
Hyper+Ion® 1084	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1098	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1271	Coagulation & Flocculation	100mg/L
Hyper+Ion® 1339	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1487	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1530	Coagulation & Flocculation	200mg/L
Hyper+Ion® 1674	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1814	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1816	Coagulation & Flocculation	62mg/L
Hyper+Ion® 2061	Coagulation & Flocculation	250mg/L
Hyper+Ion® 2063	Coagulation & Flocculation	250mg/L
Hyper+Ion® 2065	Coagulation & Flocculation	250mg/L
Hyper+Ion® 2143	Coagulation & Flocculation	100mg/L
Hyper+Ion® 2230	Coagulation & Flocculation	250mg/L
Hyper+Ion® 2248	Coagulation & Flocculation	250mg/L
Hyper+Ion® 2269	Coagulation & Flocculation	250mg/L
Hyper+Ion® 2324	Coagulation & Flocculation	250mg/L
Hyper+Ion® 2411	Coagulation & Flocculation	100mg/L

Hyper+Ion® 2467	Coagulation & Flocculation	250mg/L
Hyper+Ion® 2542	Coagulation & Flocculation	100mg/L
Hyper+Ion® 2614	Coagulation & Flocculation	100mg/L
Hyper+Ion® 2819	Coagulation & Flocculation	250mg/L
Hyper+Ion® 2908	Coagulation & Flocculation	250mg/L
Hyper+Ion® 3072	Coagulation & Flocculation	250mg/L
Hyper+Ion® 3077	Coagulation & Flocculation	250mg/L
Hyper+Ion® 3108	Coagulation & Flocculation	250mg/L
Hyper+Ion® 3228	Coagulation & Flocculation	250mg/L
Hyper+Ion® 3307	Coagulation & Flocculation	250mg/L
Hyper+Ion® 3530	Coagulation & Flocculation	71mg/L
Hyper+Ion® 3558	Coagulation & Flocculation	100mg/L
Hyper+Ion® 3872	Coagulation & Flocculation	100mg/L
Hyper+Ion® 3883	Coagulation & Flocculation	100mg/L
Hyper+Ion® 3938	Coagulation & Flocculation	250mg/L
Hyper+Ion® 3948	Coagulation & Flocculation	250mg/L
Hyper+Ion® 4018	Coagulation & Flocculation	100mg/L
Hyper+Ion® 4035	Coagulation & Flocculation	250mg/L
Hyper+Ion® 4107	Coagulation & Flocculation	100mg/L
Hyper+Ion® 4131	Coagulation & Flocculation	100mg/L
Hyper+Ion® 4195	Coagulation & Flocculation	250mg/L
Hyper+Ion® 4253	Coagulation & Flocculation	100mg/L
Hyper+Ion® 4262	Coagulation & Flocculation	250mg/L
Hyper+Ion® 4362	Coagulation & Flocculation	250mg/L
Hyper+Ion® 4457	Coagulation & Flocculation	250mg/L
Hyper+Ion® 4557	Coagulation & Flocculation	250mg/L
Hyper+Ion® 4616	Coagulation & Flocculation	250mg/L
Hyper+Ion® 4639	Coagulation & Flocculation	250mg/L
Hyper+Ion® 4654	Coagulation & Flocculation	100mg/L
Hyper+Ion® 4948	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5220	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5244	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5397	Coagulation & Flocculation	100mg/L
Hyper+Ion® 5540	Coagulation & Flocculation	100mg/L
Hyper+Ion® 5576	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5632	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5725	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5791	Coagulation & Flocculation	250mg/L
Hyper+Ion® 6121	Coagulation & Flocculation	250mg/L
Hyper+Ion® 6205	Coagulation & Flocculation	250mg/L
Hyper+Ion® 6351	Coagulation & Flocculation	100mg/L
Hyper+Ion® 6353	Coagulation & Flocculation	100mg/L
Hyper+Ion® 6481	Coagulation & Flocculation	250mg/L
Hyper+Ion® 6550	Coagulation & Flocculation	100mg/L

Hyper+Ion® 6844	Coagulation & Flocculation	100mg/L
Hyper+Ion® 6865	Coagulation & Flocculation	250mg/L
Hyper+Ion® 6897	Coagulation & Flocculation	100mg/L
Hyper+Ion® 701	Coagulation & Flocculation	250mg/L
Hyper+Ion® 702	Coagulation & Flocculation	250mg/L
Hyper+Ion® 705	Coagulation & Flocculation	200mg/L
Hyper+Ion® 7080	Coagulation & Flocculation	100mg/L
Hyper+Ion® 710	Coagulation & Flocculation	100mg/L
Hyper+Ion® 720	Coagulation & Flocculation	50mg/L
Hyper+Ion® 7244	Coagulation & Flocculation	250mg/L
Hyper+Ion® 7253	Coagulation & Flocculation	100mg/L
Hyper+Ion® 725D	Coagulation & Flocculation	43mg/L
Hyper+Ion® 7287	Coagulation & Flocculation	250mg/L
Hyper+Ion® 735	Coagulation & Flocculation	29mg/L
Hyper+Ion® 7420	Coagulation & Flocculation	250mg/L
Hyper+Ion® 7748	Coagulation & Flocculation	250mg/L
Hyper+Ion® 7793	Coagulation & Flocculation	250mg/L
Hyper+Ion® 7918	Coagulation & Flocculation	250mg/L
Hyper+Ion® 7970	Coagulation & Flocculation	250mg/L
Hyper+Ion® 802	Coagulation & Flocculation	250mg/L
Hyper+Ion® 805	Coagulation & Flocculation	250mg/L
Hyper+Ion® 810	Coagulation & Flocculation	250mg/L
Hyper+Ion® 8135	Coagulation & Flocculation	250mg/L
Hyper+Ion® 820	Coagulation & Flocculation	125mg/L
Hyper+Ion® 8240	Coagulation & Flocculation	250mg/L
Hyper+Ion® 8302	Coagulation & Flocculation	250mg/L
Hyper+Ion® 8323	Coagulation & Flocculation	250mg/L
Hyper+Ion® 835	Coagulation & Flocculation	71mg/L
Hyper+Ion® 8364	Coagulation & Flocculation	250mg/L
Hyper+Ion® 8518	Coagulation & Flocculation	250mg/L
Hyper+Ion® 8871	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9020	Coagulation & Flocculation	100mg/L
Hyper+Ion® 9033	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9057	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9079	Coagulation & Flocculation	100mg/L
Hyper+Ion® 9123	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9127	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9170	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9194	Coagulation & Flocculation	100mg/L
Hyper+Ion® 9291	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9318	Coagulation & Flocculation	100mg/L
Hyper+Ion® 9350	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9366	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9369	Coagulation & Flocculation	250mg/L

Hyper+Ion® 9408	Coagulation & Flocculation	100mg/L
Hyper+Ion® 9442	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9498	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9607	Coagulation & Flocculation	100mg/L
Hyper+Ion® 9676	Coagulation & Flocculation	100mg/L
Hyper+Ion® 9691	Coagulation & Flocculation	100mg/L
Hyper+Ion® 9743	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9803	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9822	Coagulation & Flocculation	100mg/L
Hyper+Ion® 9863	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9968	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9982	Coagulation & Flocculation	250mg/L
Hyper+lon® 1752	Coagulation & Flocculation	100mg/L
Hyper+lon® 2275	Coagulation & Flocculation	100mg/L
Hyper+lon® 3178	Coagulation & Flocculation	100mg/L
Hyper+lon® 3821	Coagulation & Flocculation	100mg/L
Hyper+lon® 4102	Coagulation & Flocculation	100mg/L
Hyper+lon® 5677	Coagulation & Flocculation	100mg/L
Hyper+lon® 6225	Coagulation & Flocculation	100mg/L
Hyper+lon® 7071	Coagulation & Flocculation	100mg/L
Hyper+lon® 7327	Coagulation & Flocculation	100mg/L
Hyper+lon® 8804	Coagulation & Flocculation	100mg/L
Hyper+lon® 9140	Coagulation & Flocculation	100mg/L
Hyper+lon® 9558	Coagulation & Flocculation	100mg/L
Hyper+lon® 9850	Coagulation & Flocculation	100mg/L
Hyper+lon® 9903	Coagulation & Flocculation	100mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

[PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Number of matching Manufacturers is 2

Number of matching Products is 352

Processing time was 1 seconds

City Council-Regular

Meeting Date: 10/17/2022

Initiated By: Riazul Mia, Assistant City Manager
Initiated By: Arturo Garcia, Jr., P.E.

Staff Source: Arturo Garcia, Jr., P.E.

SUBJECT

Authorizing the Interim City Manager to approve a professional engineering services contract to Ardurra Group, Inc. of Laredo, Texas not to exceed $842,600.00 to develop plans and specifications for tank and booster station site improvements in South Laredo. Funding is available in the 2020A Water Revenue Bond.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N.A.

PREVIOUS COUNCIL ACTION

On August 2, 2022, City Council authorized selection and negotiations for a professional engineering services contract with Ardurra Group, Inc., of Laredo. Texas for the South Laredo Elevated Storage Tank and Booster Pump Station.

BACKGROUND

Statement of qualifications were received on February 25, 2022. Accelerated development in south Laredo is causing the distribution system to be challenged in meeting the water demand and pressure for the growing areas. Proposed improvements will greatly enhance the optimization of service for the affected areas.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Approval of motion.

Fiscal Impact

Fiscal Year:	2023
Bugeted Y/N?:	Y
Source of Funds:	2020A Water Revenue Bond
Account #:	557-9877-535-9301

Change Order: Exceeds 25% Y/N: N

FINANCIAL IMPACT:

Project WP2309

Attachments

Contract

PROFESSIONAL SERVICES CONTRACT

STATE OF TEXAS

COUNTY OF WEBB

CITY OF LAREDO

Contract to Provide Engineering Services

PROJECT NAME: SOUTH LAREDO ELEVATED STORAGE TANK AND BOOSTER PUMP STATION

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

Ardurra Group, Inc.
6010 McPherson, Ste. 110
956-462-5511

hereinafter termed "CONSULTANT," a professional firm duly licensed and practicing under the laws of the State of Texas, said Contract being executed by the CITY pursuant to the City Charter and Ordinances and Resolutions of the City Council and by said CONSULTANT for professional services hereinafter set forth in connection with the above designated project for the City of Laredo.

I. The CONSULTANT shall NOT commence work on this proposed Project until he has been thoroughly briefed on the scope of this Project and has been notified in writing to proceed.

The CONSULTANT, in consideration for the compensation herein provided, shall render the professional services contract necessary for the development of the Project to final completion, per **Attachment "B"** Production Schedule including designs, reports, and special and general conditions or instructions, as acceptable to the CITY, or its duly authorized representative, subject to all other provisions of this Contract.

The CONSULTANT shall be represented by a registered professional licensed to practice in the State of Texas at any review meetings where specifically requested by the CITY, which may include but not limited to scope of services meetings, staff review meetings, and meetings for acceptance of the project, and for permits subject to the approval of municipal, State, and federal agencies, where applicable. All Plans submitted for review shall bear the seal of a registered professional, as required.

II. Basic Services:

The CONSULTANT shall perform his obligations and Basic Services necessary for the development of the project as described, but not limited to, in **Attachment "A," Scope of Services**. The Scope of Services provides a description of all tasks required to perform the project and is based on the understanding of the CITY's desires and objectives for this project.

III. Personnel:

The CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the services for which it is responsible under this contract. Such personnel will not be employees of the CITY.

IV. Period of Performance:

Contract time is to be as specified in Attachment "B."

If upon review of the work, corrections, modifications and/or alterations are required of the CONSULTANT, these items shall be completed by the CONSULTANT before the work is approved. However, the CITY shall authorize extensions of the time should there be delays due to reasons beyond the control of the CONSULTANT. Such time extensions shall be equivalent to the amounts of delays incurred. Review time by the CITY will not be charged against CONSULTANT's contract time.

In the performance of the various phases of this contract the CONSULTANT shall contact the various utility coordinators for request of the most current available utility records; and the CITY and other governmental entities for particular or peculiar problems which may arise.

The CONSULTANT shall not be liable or responsible for any delays due to strikes, riots, acts of God, national emergency, acts of the public enemy, governmental restrictions, laws, or regulations, or any other causes beyond the CONSULTANT's reasonable control. Within thirty (30) days from the occurrence of any event for which time for performance by CONSULTANT should be significantly extended under this provision, CONSULTANT may give written notice thereof to the CITY stating the reason for such extension and the actual or estimated time thereof.

This contract shall remain in force for a period which may reasonably be required for the completion of the project, including any extra work and required extensions thereto, unless discontinued as provided for elsewhere in this contract.

The CONSULTANT shall furnish deliverables upon completion of the work herein described in the "Scope of Services" in Attachment "A."

V. Compensation and Payment:

The CITY shall pay CONSULTANT for the performance of services as outlined in this Contract, a fee computed on the basis of an hourly billing rate for all of the CONSULTANT's personnel engaged on the work, plus reimbursable expenses. The hourly billing rates shall be in accordance with billing schedule in **Exhibit I.** 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 **$842,600, Eight Hundred Forty-Two Thousand Six Hundred,** will not be

exceeded without written authorization by the CITY. Said fee will include payroll costs and direct non-labor expenses. **See Attachment "C" for compensation.**

Monthly billings on duly certified work, which is work certified for payment to employer and principles, and expense evidenced by invoices for work performed during the preceding four-week accounting period will be submitted to the CITY during the course of the project.

Compensation for additional services which may be required of the Consultant shall be paid on a Lump Sum basis for an amount agreed to through re-negotiation if the Scope of Services described in the original contract is changed. **See Attachment "C" 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. The Partial Request for payment shall not exceed 90% of the total amount certified for payment. CITY shall retain 10% of the amount of each partial payment until final completion each phase of work covered under his contract. Therefore, final payment shall be 10% of the total construction phase amount, or $3,000 whichever is greater, and which payment is to be made by the CITY to the CONSULTANT upon submission of all completion of project documentation, and one set of "As-Built" reproducibles (upon request), acceptance of the project and Form Letter for Engineering Completion Report.

VI. Additional Services:

All work performed by CONSULTANT, which is either described in this paragraph or not included in the "Scope of Services" shall constitute additional services. These shall include:

a. Topographic Survey – $ 22,400

b. Geotechnical Investigation - $ 17,000

c. Hydraulic Modeling - $ 42,200.00

THE CONSULTANT SHALL NOT PERFORM ANY WORK WHICH CONSTITUTES ADDITIONAL SERVICES UNTIL IT HAS RECEIVED WRITTEN AUTHORIZATION FROM THE CITY.

VII. Termination and/or Suspension of Work:

A. Right of Either Party to Terminate:

This Contract may be terminated by either party for substantial failure by the other party to perform (through no fault of the terminating party) in accordance with the terms of this Contract. The terminating party must issue a signed, written notice of termination (citing this paragraph) to the other party which shall take effect on the tenth day following receipt of said notice, provided

the other party has not cured the substantial failure to perform.

B. Right of CITY to Terminate:

The City of Laredo reserves the right to terminate this Contract for reasons other than substantial failure by the CONSULTANT to perform by issuing a signed, written notice of termination (citing this paragraph) which shall take effect on the twentieth day following receipt of said notice or, after receipt of said notice and upon the scheduled completion date of the performance phase in which the CONSULTANT is then currently working, whichever effective termination date occurs first.

C. Right of CITY to Suspend Giving Rise to Right of CONSULTANT to Terminate:

The City of Laredo reserves the right to suspend this Contract at the end of any Phase for any reason by issuing a signed, written notice of suspension (citing this paragraph) which shall take effect on the tenth day following receipt of said notice by the CONSULTANT. The suspension notice will outline the reasons for the suspension and the anticipated duration of the suspension but will in no way guarantee the total number of days suspended. Equitable adjustments to the terms of the contract will be addressed in the event the duration of the suspension exceeds ninety (90) days.

The CONSULTANT is hereby given the right to terminate this Agreement in the event that the City suspends this Contract. CONSULTANT may exercise this right to terminate by issuing a signed, written notice of termination (citing this paragraph) to the CITY at any time after the effective suspension date. This termination shall be effective immediately upon receipt of said notice by the CITY.

D. Procedures CONSULTANT to follow upon receipt of Notice of Termination if issued by the CITY:

Upon receipt of a notice of termination and prior to the effective date of the termination, the CONSULTANT shall, unless the notice otherwise directs, immediately begin the phase-out and discontinue all services in connection with the performance of this Contract and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Contract. Within thirty (30) days after receipt of the notice of termination, the CONSULTANT shall submit a statement, showing in detail the services performed under this Contract prior to the effective date of termination.

Copies of all completed or partially completed specifications and reproducibles of all completed or partially completed design and plans prepared under this Contract prior to the effective date of termination shall be delivered to the CITY as a pre-condition to final payment. These documents shall be subject to the restrictions and conditions set forth in VII above.

Upon the above conditions having been met, the CITY shall pay within thirty (30) days of the receipt of the CONSULTANT's invoice that proportion of the prescribed fee which the services actually performed under this Contract bear to the total services called for under this Contract less

previous payments of the fee.

Failure by the CONSULTANT to comply with the submittal of the statement and documents as required above shall constitute a waiver by the CONSULTANT of any and all rights or claims to collect monies that CONSULTANT may rightfully be entitled to for services performed under this Contract.

E. Procedures CONSULTANT to follow upon receipt of Notice of Suspension if issued by the CITY:

1. Upon receipt of a notice of suspension and prior to the effective date of the suspension, the CONSULTANT shall, unless the notice otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this Contract and shall proceed to promptly cancel all existing orders and contract insofar as such orders and contracts are chargeable to this Contract.

   CONSULTANT shall prepare a statement showing in detail the services performed under this Contract prior to the effective date of suspension.

   Copies of all completed or partially completed designs, plans and specifications prepared under this Contract prior to the effective date of suspension shall be prepared for possible delivery to the CITY but shall be retained by the CONSULTANT until such time as CONSULTANT may exercise the right to terminate.

   During the period of suspension, CONSULTANT shall have the option to at any time submit the above referenced statement to the City for prompt payment of that proportion of the prescribed fee which the services actually performed under this Contract bear to the total services called for under this Contract, less previous payments of the fee.

2. In the event that CONSULTANT exercises his right to terminate at any time after the effective suspension date, within thirty (30) days after receipt by the CITY of CONSULTANT's notice of termination CONSULTANT shall submit (if it has not previously done so) the above referenced statement showing in detail the services performed under this Contract prior to the effective date of suspension.

   Additionally, the above referenced copies of documents shall be delivered to the CITY as a pre-condition to final payment.

   Upon the above condition being met, the CITY shall promptly pay the CONSULTANT that proportion of the prescribed fee which the services actually performed under this Contract bear to the total services called for under this Contract, less previous payments of the fee.

   Failure by the CONSULTANT to comply with the submittal of the statement and documents as required above shall constitute a waiver by the CONSULTANT of any and all rights or claims to collect monies that CONSULTANT may rightfully be entitled to for

services performed under this Contract.

VIII. CONSULTANT's Insurance and Warranty:

Insurance: The CONSULTANT shall procure and maintain insurance for protection from claims and workman's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

The CONSULTANT warrants that he has not employed or retained any company or person other than a bona fide employee working solely for the CONSULTANT to solicit or secure this contract, and that he has not for the purpose of soliciting or securing this contract paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach of this warranty, the City shall have the right to terminate this contract under the provisions of VII above.

IX. Changes in Scope of Services:

The CITY, may, from time to time, request changes in the approved plans and Scope of Services to be performed by the CONSULTANT hereunder and if such changes are agreed to by the CONSULTANT, they shall be included as written amendments to this contract.

X. Subletting or Assigning of Contract:

The "CITY" does not allow, permit, negotiate, authorize nor approve any assignment of contract proceeds between the "CITY", the "CONSULTANT", and/or with a bank, lending institution or any type of financial institution either before, during or after a contract award.

The "CITY" agrees to pay the "CONSULTANT" for specified services as stated in the agreed contract.

The "CITY" does not agree to pay any additional party either jointly or separately for the contract.

XI. CONSULTANT's Responsibility & Liability:

Acceptance and approval of the final plans by the CITY shall not constitute nor be deemed a release of the responsibility and liability of the Consultant for the accuracy and competency of its designs, working drawings, specifications, or other documents and work performed under this contract. No approval or acceptance by or in behalf of the CITY shall be deemed to be an assumption of such responsibility by the CITY for any defect, error, or omission in the said designs, working drawings, specifications or other documents as prepared by the CONSULTANT.

The CONSULTANT further agrees to perform any re-designs, required as a result of the CONSULTANT's development of the designs, plans, specifications, or documents which are a result of CONSULTANT's negligence.

Re-designs required or occasioned after completion and acceptance by CITY of the Design Phase, for the convenience of the CITY shall be paid for as provided and prescribed hereinafter under Additional Services of the CONSULTANT.

XII. Indemnification:

CONSULTANT shall and does hereby agree to indemnify and hold harmless the CITY from any and all damages, loss or liability of any kind, whatsoever, by reason, of injury to third person occasioned by any negligent act, error, or omission of CONSULTANT, its officers, agents, employees, or other persons for whom CONSULTANT is legally liable, in rendering or failing to render professional services with regard to the performance of this Contract. The CONSULTANT will at own cost and expense defend and protect the CITY against any and all such claims and demands. The CONSULTANT's liability to the CITY under this provision shall in no event exceed the amount of the total compensation received by the CONSULTANT for services hereunder.

XIII. Severability:

If for any reason, any one or more paragraphs of this contract are held invalid, such judgment shall not affect, impair, or invalidate the remaining paragraphs of the contract but be confined in its operations the specific section, sentences, clauses, or parts of this contract held invalid and invalidity of any section, sentence, clause or parts of this contract in any one or more instance, shall not affect or prejudice in any way the validity of this contract in any other instance.

XIV. Interest of CONSULTANT:

The CONSULTANT agrees that it has no interests, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract.

XV. Owner of Documents:

All documents including the original drawings, estimates, specifications, field notes and data will remain the property of the CONSULTANT as instruments of service. However, it is to be understood that the CITY shall have free access to all such information with the right to make and retain copies of drawings and all other documents including field notes and data. Any re-use without specific written verification or adaptation by CONSULTANT will be at CITY's sole risk and without liability or legal exposure to CONSULTANT. Any such verification or adaptation may entitle CONSULTANT to further compensation at rates to be agreed upon by the CITY and CONSULTANT.

XVI. Equal Employment Opportunity/Minority Business Enterprise:

The CONSULTANT agrees not to engage in employment practices which have the effect of discriminating against any employee or applicant for employment and will take affirmative steps to ensure that applicants and employees are treated during employment without regard to their race, color, religion, national, origin, sex, age, handicap, or political belief or affiliation. Specifically, the CONSULTANT agrees to abide by all applicable provisions of the Non-discrimination Clause as contained in the City of Laredo's current Affirmation Action Plan on file in the City Secretary's Office. In the event non-compliance occurs, the CONSULTANT, upon written notifications by the CITY will commence compliance procedures within thirty (30) days.

XVII. Political Interests in this Contract:

No employee of the CITY shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; provided, however, that this provision shall not be constructed to extend to this contract if made with a corporation for its general benefit.

XVIII. CONSULTANT represents that the services under this Agreement shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other professional CONSULTANT under similar circumstances at the time the services are performed. No other representations to CITY express or implied, and no warranties or guarantees are included or intended in the Agreement, or in any report, opinion, document or otherwise.

CONSULTANT shall be responsible to CITY for CONSULTANT services and the services of its subcontractors. CONSULTANT shall not be responsible for the acts or omissions of other parties engaged by CITY. CONSULTANT shall have no responsibility for construction means, methods, sequences, techniques or health and safety precautions and programs of the Construction Contractor(s), including construction site safely, all of which shall remain the sole responsibility of the Construction Contractor(s).

XIX. CONSULTANT will review information provided by the construction contractor that is incorporated in record drawings or other record documents. CONSULTANT or authorized representative will verify with the contractor the information presented in field mark-ups for accuracy, completeness and compliance with CONSULTANT designed plans and specifications before producing final as built information.

XX. CONSULTANT opinion of probable project costs represents the CONSULTANT’s best judgment as an entity familiar with the construction industry. CONSULTANT does not warrant or represent that bids or negotiated prices will not vary from CONSULTANT’s opinion of probable project costs.

XXI. CITY grants to CONSULTANT, and, if the project site is not owned by CITY, warrants that permission has been granted for, a right of entry from time to time by CONSULTANT, its employees, agents and subcontractors, upon the project site for the purpose of providing the Services. CITY recognizes that the use of investigative equipment and practices may unavoidable alter the existing site conditions and affect the environment in the area being studied, despite the use of reasonable care.

XXII. Consequential Damages:

Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

XXIII. Additional Federal Requirements:

CONSULTANT acknowledges that federal funds are being used for this contract and agree to follow all additional and or applicable including, but not limited to those provisions specified in Attachment E.

XXIII. Entire Contract:

This Contract represents the entire and integrated Contract between the CITY and the CONSULTANT and supersedes all prior negotiations, representations, or Contracts, either oral or written. This Contract may be amended only by written instrument signed by both the CITY and CONSULTANT.

IN WITNESS WHEREOF, the City of Laredo has lawfully caused those present 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 **Ignacio Hinojosa, P.E.**

Thereunto authorized **Ardurra Group, Inc.** does now sign, executed and deliver this document.

DONE AT LAREDO, TEXAS, on this _____ day of _____ 2022.

ATTEST:

Tammy Ramirez
Administrative Assistant
Ardurra Group, Inc.

Date: 10/12/2022

CONSULTANT:

Ignacio Hinojosa, P.E.
Project Manager
Ardurra Group, Inc.

Date: 10/12/2022

ATTEST:

Jose A. Valdez, Jr.
City Secretary

Date: _____

CLIENT:

Arturo Garcia, Jr., P.E.
Utilities Director

Date: _____

ATTEST:

_____
Rosario Camarillo-Cabello
Interim City Manager

Date: _____

CITY OF LAREDO

_____
Doanh “Zone” T. Nguyen
City Attorney

Date: _____

EXHIBIT "I"
HOURLY RATE

PROJECT: SOUTH LAREDO ELEVATED STORAGE TANKS AND BOOSTER PUMP STATION

The per diem and miscellaneous expense charges for Engineering, Architecture, Drafting, Surveying, and Planning Services are based on the following hourly rates:

Engineering, Planning:

Principal ..... $280.00/hr.
Senior Project Manager III ..... $260.00/hr.
Senior Project Manager II ..... $245.00/hr.
Senior Project Manager I ..... $240.00/hr.
Project Manager III ..... $225.00/hr.
Project Manager II ..... $220.00/hr.
Project Manager I ..... $215.00/hr.
Senior Engineer II ..... $210.00/hr.
Senior Engineer I .....$205.00/hr.
Project Engineer IV ..... $200.00/hr.
Project Engineer III ..... $190.00/hr.
Project Engineer II ..... $180.00/hr.
Project Engineer I ..... $170.00/hr.
Project Architect III ..... $200.00/hr.
Project Architect II ..... $185.00/hr.
Project Architect I ..... $170.00/hr.
Engineer V ..... $165.00/hr.
Engineer IV ..... $155.00/hr.
Engineer III ..... $145.00/hr.
Engineer II ..... $130.00/hr.
Engineer I ..... $120.00/hr.
Senior Designer III..... $160.00/hr.
Senior Designer II ..... $150.00/hr.
Senior Designer I ..... $140.00/hr.
Designer III ..... $135.00/hr.
Designer II ..... $130.00/hr.
Designer I ..... $120.00/hr.
Senior CADD Technician III ..... $125.00/hr.
Senior CADD Technician II ..... $120.00/hr.
Senior CADD Technician I ..... $115.00/hr.
CADD Technician IV ..... $110.00/hr.
CADD Technician III ..... $105.00/hr.
CADD Technician II ..... $100.00/hr.
CADD Technician I ..... $ 95.00/hr.
Professional Geoscientist ..... $150.00/hr.
Safety/ Environmental Technician II ..... $120.00/hr.
Safety/ Environmental Technician I ..... $110.00/hr.
Environmental Scientist..... $125.00/hr.
Construction Observer IV ..... $165.00/hr.
Construction Observer III ..... $130.00/hr.

Construction Observer II ..... $120.00/hr.
Construction Observer I ..... $110.00/hr.
Clerical III ..... $100.00/hr.
Clerical II ..... $ 90.00/hr.
Clerical I ..... $ 75.00/hr.

Survey :

Professional Surveyor III .....$240.00/hr.
Professional Surveyor II.....$225.00/hr.
Professional Surveyor I ..... $195.00/hr.
Director of Survey Parties.....$165.00/hr.
Surveyor in Training.....$140.00/hr.
Field Crew (2-Man) ..... $100.00/hr.
Field Crew (3-man).....$ 95.00/hr.

Reproduction work - Prevailing commercial rates; Mileage - current IRS rate per mile; Per diem – current IRS rate; Subcontractors, Consultants, etc. - Cost plus 10%; All other expenses - Cost plus 10%

Charges are due and payable within twenty (20) days after receipt of the invoice. Late payment may be charged an interest rate of 1.5% per month of the unpaid balance.

ATTACHMENT "A"
SCOPE OF SERVICES

Consulting Engineering Services for the project shall include the following:

PROJECT DESCRIPTION

When evaluating water system quality and distribution, especially when related to water age and pressure, it is critical that the City and Consultant coordinate in assuring the public that all system components are analyzed and comply with TCEQ Regulations.

The City of Laredo is experiencing tremendous growth to the Southeast (bounded by SH 359, Wormser Rd, and Ejido Ave) of the city limits which is causing the City to make operational changes in the distribution system to keep up with the water demand in 359, MHOC/Lyons/Milmo, and Sierra Vista Pressure Planes. Therefore, the City has requested Ardurra to provide engineering services to determine the improvements that are necessary to resolve these issues along with elevation/topography differences and producing TCEQ compliance issues and violations with regulations due to water age/lack of water usage and non-compliant residual pressures in the subject area.

The project involves a Master Plan of the subject pressure plane in this area to resolve water age and TCEQ required minimum pressures at the subdivisions in this area. Also, the area is rapidly expanding with new and proposed subdivisions and housing being build which has a potential in the near future to cause potable water supply quality and quantity issues. This master plan will also need to take into consideration the Buena Vista Sports Complex and Water Park that are coming to this area. Water line sizes of 18" and 24" diameter potable water piping with need to be reviewed, sized, and calculated for future extensions and upgrades for the South Laredo area.

Modeling an extension of the Hwy 359 water service area pressure plane will have to be reviewed for requirements to extend south and westward to accommodate new demand requirements including booster pump stations, elevated storage tanks, major water main upgrades and extension for this growing area. The analysis must include pressure issues, water quality and near/long term improvements. Also include zone changes, 100 gal/connection /vs/200gal/connection TCEQ requirements; water quality; near term use of hydropnuematic tanks vs. Elevated storage tanks and locations/increasing of existing water main capacity, pressure and volume delivery.

This project also allows the Consultant to supplement the City's staff with personnel and resources to assist with and prepare for City Council presentations and to support any technical, operational, maintenance, diagnostic and design concerns related to water distribution system Operations and pressure plane designations.

SCOPE OF SERVICES:

BASIC SERVICES

TASK 1: PRELIMINARY ENGINEERING PHASE

The purpose of the preliminary engineering phase will provide a comprehensive technical and economic analysis of alternatives, in an effort to provide the most feasible and cost-effective solutions for the design and implementation of this project. Information gathered from preliminary investigations and subsurface geotechnical exploration studies will be the basis for developing the recommendations presented in this study. The report will include recommendations to address the following:

- ***Immediate Needs:*** The City is currently experiencing issues with pressure to the east of the South Laredo EST which is currently part of the Sierra Vista Pressure Zone and at times Hwy 359 Pressure Zone. This task will analyze the possibility of fast-tracking improvements to minimize the changes occurring in the distribution system during periods of high demand.

- ***Intermediate Needs:*** Continued growth in the area will continue exacerbating the pressure issues in this area. The Preliminary engineering phase will study ways to mitigate the issues that will result from development and growth in the next 3 to 5 years.

- ***Long Term Needs:*** The Lyon/MHOC/Milmo, Hwy 359 and Sierra Vista pressure zones need to be optimized to ensure adequate pressure maintenance, meet TCEQ storage and pumping capacity requirements. This task will analysis scenarios that address this issue which may result in modified boundaries of these pressure zones.

The results of the study will be incorporated into a Draft Design Basis Report and submitted to the City for review. The submission of a Final Design Basis Report will be submitted to the City and, upon approval, will conclude the Preliminary Design Phase of this project.

1. It is the intent of the Preliminary Engineering Phase to provide a study that will assess the ground storage tank and booster pump station project on a regulatory, design, and budgetary basis.

   The Design Basis Report will include the following (with CONSTRUCTABILITY being a major element in all the following items):

   - One (1) copy in an approved electronic format, and one (1) paper copy of the Design Memorandum to the City for review. The Design Basis Report will include an executive summary, opinion of probable construction costs with life cycle analysis, and defined technical evaluations of identified feasible alternatives.

   - Review of the Project with the respective Operating Department(s) and discussions including clarification and definition of intent and execution of the Project; The Engineer will meet with City staff to collect data, discuss materials and methods of construction, and identify design and construction requirements.

   - Review and investigation of available records, archives, and pertinent data related to the Project including taking photographs of the Project site, list of potential problems and possible conflicts, intent of design, and improvements required, and conformance to relevant Master Plan(s).

- Identify results of site field investigation including site findings, existing conditions, potential right of way/easements, and probable Project design solutions; (which are common to municipalities).

- Provide a presentation of pertinent factors, sketches, designs, cross-sections, and parameters which will or may impact the design, including engineering design basis, preliminary layout sketches, identification of needed additional services, preliminary details of construction of critical elements, identification of needed permits, identification of specifications to be used, identification of quality and quantity of materials of construction, and other factors required for a professional design (CONSTRUCTABILITY).

- Advise of environmental evaluations s that are needed for the Project (Environmental issues to be an Additional Service).

- Identify and analyze requirements of governmental authorities having jurisdiction to approve design of the Project and permitting, environmental, historical, construction, and geotechnical issues; and meet with pertinent authorities.

- Confer, discuss, and meet with City operating department(s) and Engineering Services staff to produce a cohesive, well-defined proposed scope of design, probable cost estimates(s) and design alternatives.

Task List:

- Siting Evaluation and Recommendations based on existing improvements.
- Pressure Plane Boundary Analysis
- Recommendations for pipe tank interconnection with existing facilities based on hydraulic evaluation.
- Electrical Instrumentation, controls, and SCADA
- Structural, Architectural and HVAC recommendations
- Coordination with City and Telecommunication Companies regarding antennae needs (WiFi, WiMax, cellular franchises, City Emergency Services, SCADA).
- Site Security (gate, fencing, card readers, cameras).
- Site Development (access road, drainage, landscaping, drain and overflow routing).
- Corrosion Protection (coatings, steel thickness, piping material), if necessary.
- Hydraulic evaluation consisting of determination of existing and future demands in pressure zone, pressure maintenance criteria, design and control strategies for cycling tank (water age), and storage volume requirements.
- Design Schedule
- Construction Schedule
- Estimated Construction Cost
- Estimated Project Cost for Capital Improvements Planning

TASK 2: DESIGN PHASE

The Design Phase will include the development of 2 sets of construction documents that address the *Immediate, Intermediate and Long-Term Needs.* The City is currently experiencing issues with pressure to the east of the South Laredo EST which is currently part of the Sierra Vista Pressure Zone and at times Hwy 359 Pressure Zone. This task will analyze the possibility of fast-tracking improvements to minimize the changes occurring in the distribution system during periods of high demand.

1. Prepare construction drawings in City standard format for the scope of work identified and agreed on in the Preliminary Design Phase. Proposed Drawing index may include, but is not limited to:
   - Title Sheet
   - Typical Legend Sheet
   - General Notes Sheets
   - Existing Conditions Site Plan
   - Existing Yard Piping Plan
   - Proposed Demolition Plan
   - Proposed Site Plan
   - Proposed Yard Piping Plan
   - Proposed Sections
   - Proposed BPS/EST Plan
   - Site Reference Photos
   - Proposed Tank Details
   - Construction Details
   - Traffic Control Plan
   - EI&C Plan Sheets
   - Structural Plan Sheets
   - Architectural Plan Sheets
   - HVAC Sheets
2. Prepare construction front-end documents in City standard format pertinent to the project scope.
3. Prepare construction standard and technical specifications in City standard format pertinent to the project scope.
4. Furnish one (1) set of the 90% Design Plans and Contract Documents to the City for review and approval purposes with updated schedules and estimates of probable construction costs.
5. Hold Project 90% Design review meeting. Prepare meeting agenda and distribute meeting minutes to attendees within five working days of the meeting. Assimilate all review comments, as appropriate and, upon Notice to Proceed.
6. Assimilate all final review comments upon approval by the City and provide one (1) set of the Final Plans and Contract Documents (signed and sealed) suitable for reproduction.
7. Hold Project Final Design review meeting. Prepare meeting agenda and distribute meeting minutes to attendees within five working days of the meeting.
8. Upon approval from the City, prepare all necessary forms and submit Final Plans and Contract Documents to the Texas Commission on Environmental Quality (TCEQ) for review/approval to move forward with construction.

3.1 90% Design

1. Construction plans completed to 90% completion.
2. 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.
3. Project schedule and construction sequencing.

3.2 Final Contract Documents

1. Address Pre-Final Design Comments and prepare final design submittal
2. 2 Sets of Plans (100% FINAL)
3. 2 Sets of Specifications (100% FINAL consisting of technical specifications prepared in accordance with the Construction Specifications Institute (CSI) for Divisions 1 to 48)
4. Final quantities and Engineer's OPCC (100% FINAL)

3.3 TCEQ Coordination

1. Coordinate with the TCEQ and the City for submission and approval of Final construction plans and contract documents for the construction of the new tank and the associated site and system improvements.
2. TCEQ final approval and submittal to the City of Sealed Plans and Contract Documents.
3. Provide necessary coordination with the TCEQ regarding the recommended construction.

Design Phase Deliverables:

- 90% design submittal
- Final signed and sealed contract documents
- Final contract documents to TCEQ for approval

TASK 4: BIDDING PHASE

1. Participate in the pre-bid conference and provide a recommended agenda for critical construction activities and elements impacting the project.
2. Assist the City in solicitation of bids by identification of prospective bidders, and review of bids by solicited interests.
3. 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.
4. Attend bid opening, analyze bids, evaluate, prepare bid tabulation, and make recommendation concerning award of the contract.

Bidding Phase Deliverables:

- Response to pre-bid questions in City standard format
- Addenda, as required in City standard format
- Bid recommendation letter

TASK 5: CONSTRUCTION PHASE

1. Coordinate and conduct one (1) pre-construction meeting.
2. Review submittals, shop drawings, testing results and review and respond to requests for information (RFI's) and change orders.
3. Conduct general construction inspections (48).
4. Conduct monthly construction progress meetings (24).
5. 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.
6. 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.

Construction Phase Deliverables:

- Monthly Construction Progress Meetings
- Response to RFIs and Change Orders
- Record Drawings

ADDITIONAL SERVICES

This section defines the scope for compensation for additional services that may be included as part of this contract, but the Engineer will not begin work on this section without specific written approval by the City. Fees for Additional Services are an allowance for potential services to be provided and will be negotiated by the City as required. There are no anticipated additional services at this time.

TASK 6: TOPOGRAPHIC SURVEY

1. Perform a topographic survey and provide data in NAD83 Coordinates for both existing and proposed sites.
2. Locate any visible improvements and utilities within the limits of the project.
3. City to provide Subsurface Utility Excavation (SUE) investigation as needed.

Deliverable:

- Survey results to City in NAD83 coordinates

TASK 7: GEOTECHNICAL INVESTIGATION

1. Perform a Geotechnical Investigation, boring, and testing with a certified Geotechnical Laboratory. A Geotechnical Engineering Report will be prepared to include the description of the field exploration and laboratory tests, boring logs, and a discussion of the engineering properties of the subsurface materials encountered, as well as geotechnical engineer recommendations for tank structural stabilization
2. Submit Geotechnical Investigation Report to City for facility improvements for this project.

Deliverables:

- Geotechnical Investigations Report based on testing performed by third party. Response to RFIs and Change Orders

TASK 8: HYDRAULIC MODELING

Ardurra will conduct a localized analysis of the city's distribution system to optimize the pressure zone delineation of the southeast part of the City. Ardurra will also conduct a water quality assessment to determine the current water quality throughout the affected pressure zones by reviewing current and potential water quality issues that may be experienced by the City. The modeling efforts will include developing scenarios for the water distribution system, including the management and operation ground storage tanks, elevated storage tanks, and transmission mains in the Lyon/MHOC/Milmo, Hwy 359 and Sierra Vista Pressure Zones.

8.1 Water System Analysis

1. Existing system analysis - Using the calibrated model along with the MDD and Peak 2-hr demands previously calculated, Engineer will evaluate the system performance and identify capacity constraints. The Engineer will determine these by analyzing velocities and pressures in the distribution system and will then prioritize capacity constraints based on those impacting the system greatest.

2. Future system analysis - The existing system model will serve as the basis for development of the future system models and will account for land use and growth trends. Appropriate assumptions will be made for the distribution system model with respect to future peaking factors. The future models will extend service to the anticipated land uses and service area boundaries identified previously and integrate options for future alternatives.

    - Allocate Future Flows - Create up to 3 modeling scenarios based on growth areas previously identified, allocate future demands for the affected pressure zones.
    - System Analysis - Analyze models for the Lyon/MHOC/Milmo, Hwy 359 and Sierra Vista Pressure Zones. Any capacity deficient infrastructure within the existing distribution system will be identified for each design year model.
    - System Alternatives - Engineer will develop various preliminary system improvement alternatives to remedy potential capacity constraints. Alternatives will include direct removal and replacement of deficient lines, upsizing, paralleling deficient lines, additional pumping capacity, and additional storage. Evaluate system improvement alternatives in the model to determine most beneficial option.

3. Recommendations – Any system deficiencies determined during the modeling analysis along with the recommended system improvements will be shown on figures/exhibits in a Technical Memorandum.

ATTACHMENT "B"
PRODUCTION SCHEDULE

PROJECT: SOUTH LAREDO ELEVATED STORAGE TANK AND BOOSTER PUMP STATION

The CONSULTANT agrees to complete the various phases of work under this contract in accordance with the schedule set forth as follows:

SOUTH LAREDO EST AND BPS		DATE OF COMPLETION
BASIC SERVICES		
Task 1	Preliminary Engineering Phase	120 Days from NTP
Task 2	Design Phase	160 Days from Task 1
Task 3	Bidding Phase	60 Days from Task 2
Task 4	Construction Phase	24 Months from Task 3
ADDITIONAL SERVICES		
Task 5	Topographic Survey	60 Days from NTP
Task 6	Geotechnical Investigations	60 Days from NTP
Task 7	Hydraulic Modeling	TBD

ATTACHMENT "C"
COMPENSATION FOR PROFESSIONAL SERVICES RELATED TO BASIC CONTRACT

PROJECT: SOUTH LAREDO ELEVATED STORAGE TANK AND BOOSTER PUMP STATION

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

BASIC SERVICES		
Task 1	Preliminary Engineering Phase	$ 185,700.00
Task 2	Design Phase	$ 434,500.00
Task 3	Bidding Phase	$ 15,900.00
Task 4	Construction Phase	$ 124,900.00
	BASIC SERVICES SUBTOTAL	**$ 761,000.00**
ADDITIONAL SERVICES		
Task 5	Topographic Survey	$ 22,400.00
Task 6	Geotechnical Investigation	$ 17,000.00
Task 7	Hydraulic Modeling	$ 42,200.00
	ADDITIONAL SERVICES SUBTOTAL	**$ 81,600.00**
	TOTAL	**$ 842,600.00**

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:

Our proposal 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.
- Assistance with contractor's one-year warranty review.
- Any additional services required by the CLIENT which may arise and are not outlined above shall be compensated for on an hourly basis or negotiated to a lump sum fee.
- Significant schematic design or land use changes requested by the CLIENT during preparation of the construction plans shall be conducted as an Additional Service at an hourly rate.

Any additional work not listed in the above Scope of Work will be performed on a time and material basis.

Invoicing will be submitted on a monthly basis 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.

This writing constitutes the full agreement of the parties, and no oral statements or other writings shall be construed to be a part of this contract, executed by the parties.

We appreciate the opportunity to submit this proposal and look forward to assisting you with this project. If this proposal and agreement meet your approval, please acknowledge by signing this proposal letter and returning a copy to our office via email, and US Mail for our records. This will serve as the Notice to Proceed (NTP) to begin design work.

Thank you for your consideration.

Staff Report 81.

City Council-Regular
Meeting Date: 10/17/2022
Initiated By: Steve E. Landin, Assistant City Manager

Staff Source: Gilberto Sanchez, Airport Director

SUBJECT

Presentation with possible action by RS&H Inc. on the adoption and implementation of the updated Noise Exposure Maps (NEM) for the Laredo International Airport and any matters incident thereto.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

RS&H Inc. prepared the updated Noise Exposure Maps in accordance with 14 CFR Part 150 Airport Noise Compatibility Planning. Said maps will remain in effect for the next 5 years and will serve as a basis for analyzing and comparing operational noise abatement procedure alternatives and evaluating land use-related noise mitigation measures.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

N/A

Fiscal Impact

Fiscal Year:	2023
Bugeted Y/N?:	N
Source of Funds:	
Account #:	
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

N/A - No fiscal impact.

Executive Session 82.

City Council-Regular
Meeting Date: 10/17/2022
Staff Source: Doanh T. "Zone" Nguyen

SUBJECT

Request for Executive Session pursuant to Texas Government Code Section 551.071 and 551.072 to discuss matters related to Bridge 4/5 and return to open session for possible action.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

N/A

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

N/A

Executive Session 83.

City Council-Regular
Meeting Date: 10/17/2022
Initiated By: Rosario Cabello, Deputy City Manager
Staff Source: Doanh "Zone" T. Nguyen, City Attorney

SUBJECT

Executive Session pursuant to 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 collective bargaining matters and the Collective Bargaining Negotiations between the City of Laredo, Texas and the Laredo Fire Fighters Association, Local 872, and return to open session for possible action if necessary.

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: 10/17/2022
Initiated By: Rosario Cabello, Deputy City Manager
Staff Source: Doanh T. "Zone" Nguyen

SUBJECT

Request for Executive Session pursuant to Texas Government Code Section 551.071 to consult with attorneys concerning Laredo Vapor Land, LLC v. The City of Laredo and any other related matters.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

N/A

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

N/A

Executive Session 85.

City Council-Regular

Meeting Date: 10/17/2022

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Doanh T. "Zone" Nguyen

SUBJECT

Request for Executive Session pursuant to Texas Government Code Section 551.071 and 551.072 to discuss STX Venue Management, LLC and its contract as it relates to Uni-Trade Stadium and any other matters incident thereto, and return to open session for possible action.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

N/A

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

N/A

City Council-Regular
Meeting Date: 10/17/2022
Initiated By: Riazul Mia, Assistant City Manager
Staff Source: Robert J. Garza, Transit Director

SUBJECT

Consideration to offer Free Bus and Van/El Lift Rides on general election day, November 8, 2022, to encourage voter participation in Laredo, Texas. To allow local residents to use public transportation for free in order to go vote and to give the people a better opportunity to cast their ballot. This is a common practice among transit agencies; the direct financial impact on the loss of passenger revenues for that given day is estimated to be around $2,500.00.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

The Laredo Transit Management Inc., El Metro, will participate along with many Texas transit providers, taxis, and ride-share services it to provide FREE rides to and from polling locations on the day of the midterm elections on November 8, 2022. Texas voters will elect officials for several statewide and local seats including to select officials for district-based congressional and legislative offices, the State Board of Education, and judicial seats. The free rides last throughout the entire day for both bus and El Lift/Van paratransit services. A Voter Registration Card will be required to ride for free.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends approval.

Fiscal Impact

Fiscal Year:	FY22-23
Bugeted Y/N?:	
Source of Funds:	
Account #:	558-0000-339-1001
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

The direct impact on the loss of passenger revenues for that given day are estimated to be around $2,500.00.

Attachments

Free Ride on Election Day

FREE RIDES
ON ELECTION DAY

ALL FIXED ROUTES & EL LIFT ROUTES

Tuesday,
November 08
ALL DAY LONG!

ELECTION DAY
NOVEMBER 08TH

Fixed Route passenger must present their Voter Registration Card to ride free of charge.

El Lift Customers should schedule their trip in accordance with El Lift Riders Guidelines by phone El Lift Clients are required to present their voters ID card to wave the fare.

WE KEEP LAREDO MOVIING!

City Council-Regular
Meeting Date: 10/17/2022
Initiated By: Riazul Mia, Assistant City Manager
Staff Source: Robert J. Garza, Transit Director

SUBJECT

Consideration to exercise the last contract renewal option for Gonzalez Auto Parts of Laredo, Texas Contract# FY19-050 Transmission and Motor Oil for the purchase of Automatic Transmission Fluid and CNG Synthetic Blend 15W40 Engine Oil for an estimated contract amount of $85,000.00 to be used for the El Metro's Bus Fleet. The last contract extension expires May 31, 2023. Funding is available in the El Metro's Operations Fund.

PREVIOUS COUNCIL ACTION

On May 17, 2021, the Laredo Mass Transit Board approved a one-year contract extension for Contract # FY19-050 Transmission and Motor Oil for Gonzalez Auto Parts, Laredo, Texas for Automatic Transmission Fluid and CNG Synthetic Blend 15W40 Engine Oil in the amount of $283,500.00.

BACKGROUND

In compliance with the Transit Asset Management Plan whereas the current fleet of CNG Gillig Buses (2015, 2017, 2019, 2020) are under strict warranty guidelines for a said product that staff recommends continuing with the last contract extension.

Note, formal IFB# 19-050 was issued on March 13, 2019, with only one sole bid received, reviewed, and awarded to Gonzalez Auto Parts. The oil products meet or exceed the O.E.M. specification requirements. The Laredo Transit Management Single Bid Analysis Checklist and Independent Cost Estimate Forms were completed.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends approval of this motion.

Fiscal Impact

Fiscal Year: 2023

Bugeted Y/N?:
Source of Funds:
Account #: Various Accounts
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:
Funding is available in Accounts: 558-5811-582-6660 & 558-5812-582-6660.

Financial impact for one (1) year: $85,000.00

Attachments

Laredo Transit Management Inc. FY19-050

EL METRO

October 6, 2022

Mr. Joe Gage Jr.
Gonzalez Auto Parts
4220 San Bernardo Ave.
Laredo, Texas 78041

Re: City of Laredo/Laredo Transit Management Inc.
Contract FY19-050 for
Automatic Transmission Fluid and CNG Synthetic Blend 15W40 Motor Oil

Dear Mr. Gage,

The Contract for the purchase of Automatic Transmission Fluid and CNG Synthetic Blend 15W40 Motor Oil FY19-050 for EL Metro was awarded to Gonzalez Auto Parts on 5/07/2019 as a two (2) year contract with two one-year extension options. The first one-year extension option of the contract expired on May 2022. We now need to initiate the process to renew the contract exercising the 2nd and last one-year extension option per Contract FY19-050 at the mutually agreed to prices of $36.00/gallon for the Automatic Transmission Fluid and $15.65/gallon for the CNG Synthetic Blend 15W40 Motor Oil.

Please confirm pricing so that I may prepare a requisition and request the necessary approvals.

If there are any questions, please feel free to call me at (956) 795-2250, ext. 103.

Sincerely,

Eliseo Valdez
Procurement Specialist

The pricing on this letter is correct.

Operations & Maintenance Facility
401 Scott Street
Laredo, TX 78040
Phone: 956.795.2250 Fax: 956.795.2256
elmetrotransit.com

City Council-Regular
Meeting Date: 10/17/2022
Initiated By: Riazul Mia, Assistant City Manager
Staff Source: Robert J. Garza, Transit Director

SUBJECT

Authorizing the Interim City Manager to execute a three-year contract with Remix Technologies, LCC, a subsidiary of VIA Transportation Inc., for RFP FY22-063 Transit Planning and Scheduling Software for the El Metro's Fixed Route Bus Operations in the amount of $135,500.00. This is for the purchase of a cloud-based platform for planning, simultaneous cost estimation, geospatial data analysis, and equity analysis that enables time tables, blocking, run-cutting, and rostering for bus operations. Funding is available under Transit-Federal Transit Administration (FTA) Grant #TX-2020-100-00. There is no local match requirement.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

None

BACKGROUND

Remix Technologies, LLC ("Remix") is a subsidiary of Via Transportation Inc. based in New York, NY. Remix was established in 2014 to empower cities to manage all aspects of transportation and create equitable, safe, and accessible communities. Remix's software was purpose-built to power public transport planning, design, scheduling, and communication worldwide. In the past seven years, the company has made a platform for the world's public transport planning system and built software products that help agencies move from planning to implementation, including transit scheduling software, infrastructure design, run-cutting, and shared mobility management capabilities.

This contract is for the purchase of a cloud-based platform that will be used for the El Metro staff to assist in Transit Planning, cost estimation, geospatial data analysis, and equity analysis into the same platform that enables timetabling, blocking, run-cutting, and rostering. The software will allow El Metro staff the ability to design and evaluate a full system route design. The transit planning software will have the ability to drag-and-drop interface for drawing transit routes with instant analysis of operational and organizational details, utilize existing bus stop infrastructure and transit GTFS, customize timetables with time-points and trip variants, vehicle blocking for accurate

cost estimates, run-cutting for bus operator work schedules, and ability to create and compare all possible schedules in a matter of minutes while customizing labor preferences.

On June 9, 2022, the City of Laredo and Laredo Transit Management Inc. issued a Request for Proposal (RFP)# FY22-063. Three proposals were received, evaluated, and scored. Below is a summary of the proposals submitted and ranked:

Ranked	Firm	Year 1	Year 2	Year 3	Total 3-Year Cost
1st	Remix Technologies LLC	$43,000	$45,000	$47,500	$135,500
2nd	Optibus	$53,760	$53,760	$53,760	$161,280
3rd	CSched	$61,995	$38,551	$38,044	$138,590

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends approval to execute a three-year contract with Remix Technologies LLC.

Fiscal Impact

Fiscal Year:	2022
Bugeted Y/N?:	Y
Source of Funds:	Grant
Account #:	518-5163-584.99-00
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Funds available in the FTA Cares Act Grant no. TX-2020-100-00.

Attachments

Evaluation

Bid Invitation

Event Overview

Organization	City of Laredo Purchasing
Workgroup	City of Laredo Purchasing
Event Type	Request For Proposal
Event Number	FY22-063 Addendum 1
Event Title	Transit Planning & Scheduling Software
Event Description	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.
Round Title	Scoring Round
Issue Date	6/9/2022
Close Date	7/22/2022
Event Contact	Eliseo Valdez
Contact Phone	(956) 795-2250 x103
Contact Fax	
Contact Email	evaldez@ci.laredo.tx.us

Supplier Scoring Summary

FY22-063 Addendum 1 - Transit Planning & Scheduling Software - Scoring

Supplier	Rank	Score	FY22-063	Technical Proposal	Systems Specifications	Cost Proposal	Qualifications and Exper
		100		35	25	25	15
Via Mobility LLC	1	92.50		###	###	###	###
optibus.com	2	79.00		###	###	###	###
CSched	3	77.75		###	###	###	###
		83.08		###	###	###	###

Round

Evaluators

Evaluator	Bio
Evaluator 1	
Evaluator 2	
Evaluator 3	
Evaluator 4	

Evaluation Criteria -

FY22-063
Technical Proposal
Description
Instructions
Buyer Entered?
Note Required?
Allowed Decimals:
Criteria Type
Max Score
Systems Specifications
Description
Instructions
Buyer Entered?
Note Required?
Allowed Decimals:
Criteria Type
Max Score
Cost Proposal
Description
Instructions
Buyer Entered?
Note Required?
Allowed Decimals:
Criteria Type
Max Score
Qualifications and Expe
Description
Instructions
Buyer Entered?
Note Required?
Allowed Decimals:
Criteria Type

Max Score

Scoring Round

This criterion involves the evaluation of the transit planning and scheduling solution that best suits LTMI needs as stated in the Scope of Work.

No
Optional
0
Entered Value
35

Adherence to the requirements listed in the system specifications section and descriptive comments of functionality and features.

No
Optional
0
Entered Value
25

No
Optional
0
Entered Value
25

rience

No
Optional
0
Entered Value

CSched

Rank	3

Score

Evaluator	Total Score	FY22-063	Technical Proposal	Systems Specifications	Cost Proposal	Qualifications and Exper
	100		35	25	25	15
Evaluator 1	86.00		30	21	21	14
Evaluator 2	75.00		25	20	20	10
Evaluator 3	78.00		25	20	20	13
Evaluator 4	72.00		25	19	19	9
	77.75		###	###	###	###

Contact	Michel Courval
Address	300 ave des Lacasse
City, State Zip	Canada
Email	mcourval@csched.com
Phone	(888) 275-0592 x2

77.75

optibus.com

Rank	2

Score

Evaluator	Total Score	FY22-063	Technical Proposal	Systems Specifications	Cost Proposal	Qualifications and Exper
	100		35	25	25	15
Evaluator 1	87.00		31	23	19	14
Evaluator 2	80.00		25	20	20	15
Evaluator 3	72.00		25	15	20	12
Evaluator 4	77.00		25	19	18	15
	79.00		###	###	###	###

Address	135 Madison Avenue, 5th Floor
City, State Zip	New York, NY 10016
Phone	(312) 501-0331

79.00

Via Mobility LLC

Rank	1

Score

Evaluator	Total Score	FY22-063	Technical Proposal	Systems Specifications	Cost Proposal	Qualifications and Exper
	100		35	25	25	15
Evaluator 1	91.00		31	23	23	14
Evaluator 2	94.00		30	24	25	15
Evaluator 3	90.00		30	25	20	15
Evaluator 4	95.00		35	20	25	15
	92.50		###	###	###	###

Address	10 Crosby St
City, State Zip	New York, NY 10013
Phone	(888) 501-7511

92.50

Evaluator Notes

Evaluator	Supplier	Criteria Group

Criteria	Note

All Scores

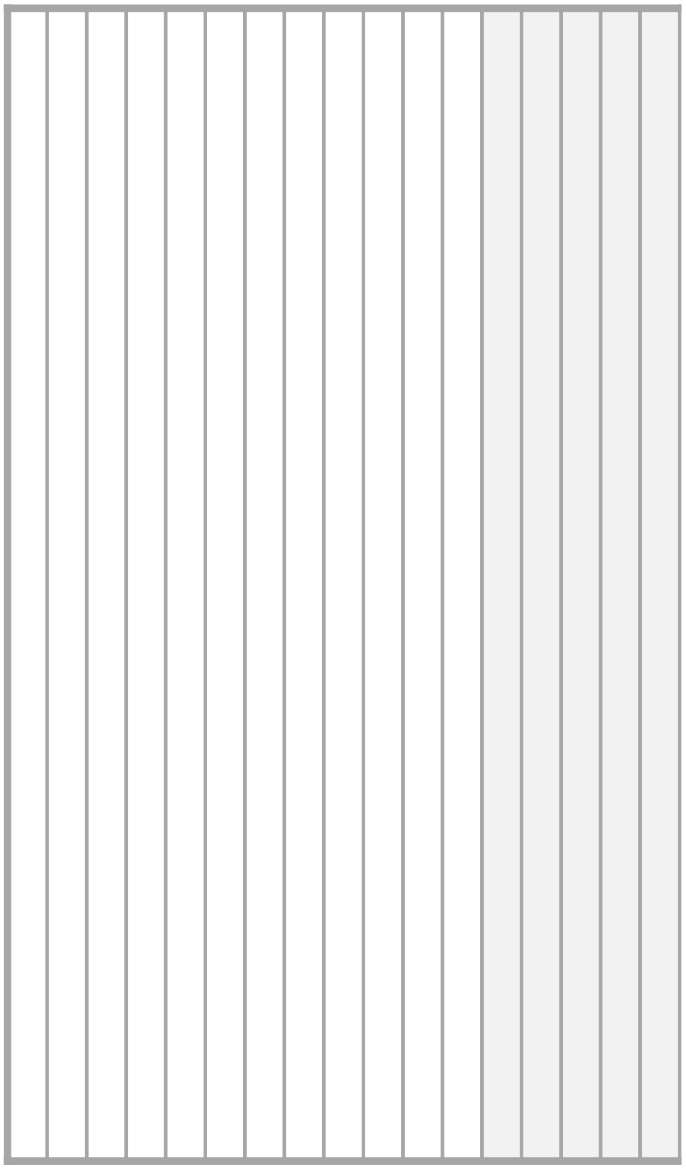
Evaluator	Supplier	Criteria Group
Evaluator 1	CSched	FY22-063
Evaluator 1	optibus.com	FY22-063
Evaluator 1	Via Mobility LLC	FY22-063
Evaluator 1	CSched	FY22-063
Evaluator 1	optibus.com	FY22-063
Evaluator 1	Via Mobility LLC	FY22-063
Evaluator 1	CSched	FY22-063
Evaluator 1	optibus.com	FY22-063
Evaluator 1	Via Mobility LLC	FY22-063
Evaluator 1	CSched	FY22-063
Evaluator 1	optibus.com	FY22-063
Evaluator 1	Via Mobility LLC	FY22-063
Evaluator 2	CSched	FY22-063
Evaluator 2	optibus.com	FY22-063
Evaluator 2	Via Mobility LLC	FY22-063
Evaluator 2	CSched	FY22-063
Evaluator 2	optibus.com	FY22-063
Evaluator 2	Via Mobility LLC	FY22-063
Evaluator 2	CSched	FY22-063
Evaluator 2	optibus.com	FY22-063
Evaluator 2	Via Mobility LLC	FY22-063
Evaluator 2	CSched	FY22-063
Evaluator 2	optibus.com	FY22-063
Evaluator 2	Via Mobility LLC	FY22-063
Evaluator 3	CSched	FY22-063
Evaluator 3	optibus.com	FY22-063
Evaluator 3	Via Mobility LLC	FY22-063
Evaluator 3	CSched	FY22-063
Evaluator 3	optibus.com	FY22-063
Evaluator 3	Via Mobility LLC	FY22-063
Evaluator 3	CSched	FY22-063

Evaluator 3	optibus.com	FY22-063
Evaluator 3	Via Mobility LLC	FY22-063
Evaluator 3	CSched	FY22-063
Evaluator 3	optibus.com	FY22-063
Evaluator 3	Via Mobility LLC	FY22-063
Evaluator 4	CSched	FY22-063
Evaluator 4	optibus.com	FY22-063
Evaluator 4	Via Mobility LLC	FY22-063
Evaluator 4	CSched	FY22-063
Evaluator 4	optibus.com	FY22-063
Evaluator 4	Via Mobility LLC	FY22-063
Evaluator 4	CSched	FY22-063
Evaluator 4	optibus.com	FY22-063
Evaluator 4	Via Mobility LLC	FY22-063
Evaluator 4	CSched	FY22-063
Evaluator 4	optibus.com	FY22-063
Evaluator 4	Via Mobility LLC	FY22-063

Criteria	Max	Score	Choices
Technical Proposal	35	30	
Technical Proposal	35	31	
Technical Proposal	35	31	
Systems Specifications	25	21	
Systems Specifications	25	23	
Systems Specifications	25	23	
Cost Proposal	25	21	
Cost Proposal	25	19	
Cost Proposal	25	23	
Qualifications and Experience	15	14	
Qualifications and Experience	15	14	
Qualifications and Experience	15	14	
Technical Proposal	35	25	
Technical Proposal	35	25	
Technical Proposal	35	30	
Systems Specifications	25	20	
Systems Specifications	25	20	
Systems Specifications	25	24	
Cost Proposal	25	20	
Cost Proposal	25	20	
Cost Proposal	25	25	
Qualifications and Experience	15	10	
Qualifications and Experience	15	15	
Qualifications and Experience	15	15	
Technical Proposal	35	25	
Technical Proposal	35	25	
Technical Proposal	35	30	
Systems Specifications	25	20	
Systems Specifications	25	15	
Systems Specifications	25	25	
Cost Proposal	25	20	

Cost Proposal	25	20	
Cost Proposal	25	20	
Qualifications and Experience	15	13	
Qualifications and Experience	15	12	
Qualifications and Experience	15	15	
Technical Proposal	35	25	
Technical Proposal	35	25	
Technical Proposal	35	35	
Systems Specifications	25	19	
Systems Specifications	25	19	
Systems Specifications	25	20	
Cost Proposal	25	19	
Cost Proposal	25	18	
Cost Proposal	25	25	
Qualifications and Experience	15	9	
Qualifications and Experience	15	15	
Qualifications and Experience	15	15	

Note



FY22-063 Addendum 1

Transit Planning & Scheduling Software

Issue Date: 6/9/2022
Questions Deadline: 6/30/2022 05:00 PM (CT)
Response Deadline: 7/22/2022 05:00 PM (CT)

City of Laredo Purchasing

Contact Information

Contact: Eliseo Valdez
Address: El Metro
401 Scott
Laredo, TX 78040
Phone: (956) 795-2250 x103
Email: evaldez@ci.laredo.tx.us

Event Information

Number:	FY22-063 Addendum 1
Title:	Transit Planning & Scheduling Software
Type:	Request For Proposal
Issue Date:	6/9/2022
Question Deadline:	6/30/2022 05:00 PM (CT)
Response Deadline:	7/22/2022 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.

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

Conflict of Interest Questionnaire-Revised 1-1-2021.pdf Download

Conflict of Interest Questionnaire (CIQ)

Non-Collusive Affidavit Form.pdf Download

Non-Collusive Affidavit Form

Form 1295- Certificate of Interested Parties.pdf Download

Form 1295

LTMI Purchasing Policy_Revised May 4 2022.pdf Download

Laredo Transit Management Inc. Purchasing and Procurement Policy

FY22-063-NTB Addendum 1.pdf Download

Notice to Bidders -Addendum 1

Requested Attachments

Conflict of Interest Questionnaire

(Attachment required)

Form shall be signed and submitted as part of your proposal

Non-Collusive Affidavit Form

(Attachment required)

Form must be notarized and submitted as part of your proposal.

Certificate of Interested Parties

Form 1295 shall be submitted by vendor upon award of bid.

Proposal

(Attachment required)

Vendor must submit proposal as required by this RFP.

Bid Attributes

1	**Addendum 1** Extend RFP deadline to July 22, 2022 at 5:00p.m. (CST) New RFP opening date July 25, 2022 at 10:00a.m. (CST) Extend Questions deadline to July 1 at 5:00p.m. (CST) Correction on Section 3.1 on proposal submittals. Email or Mailed proposals shall not be accepted. Proposals shall follow RFP instructions which will be submitted through Cit-E-Bid procurement system or in person. ☐ I acknowledge Addendum 1 *(Required: Check if applicable)*
2	**Award by Best Value** Proposal will be awarded based on evaluated criteria and to the bidder who provides the best value to the City of Laredo and who's proposed price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code ☐ I agree *(Required: Check if applicable)*
3	**Laredo Transit Management Inc. Procurement and Purchasing Policies with FTA clauses** I have read and understand all requirements stated in the LTMI Procurement and Purchasing Policies with FTA clauses and agree to comply with all requirements as stated in such document. ☐ I acknowledge LTMI Policies & FTA clauses *(Required: Check if applicable)*
4	**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 based on **(best value criteria)** as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code.

Definition of best value criteria as per The Institute for Public Procurement is:

"Best Value: 1. A procurement method that emphasizes value over price. 2. An assessment of the return that can be achieved over the useful life of the item, e.g., the best combination of quality, service, time, price."

If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not to be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be set forth in the purchase order and/or formal contract agreement when applicable. A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)). The City shall give written notice to the Vendor if any of the following conditions exist:

(1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal; (2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or, (3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled. (4) Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 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

(Required: Check if applicable)

5	**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)

6	**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
(Required: Check if applicable)

7	**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)

8	**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)*
9	**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 ".
10	**Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid** *(Required: Maximum 1000 characters allowed)*
11	**State how long under has the business been in its present business name** *(Required: Maximum 1000 characters allowed)*
12	**If applicable, list all other names under which the Business identified above operated in the last five years** *(Required: Maximum 4000 characters allowed)*
13	**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.

14 **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)

15 **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)

16 **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)

17	**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.
18	**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.
19	**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)*
20	**Disclosure Form** For details on use of this form, see Section 4.01 of the City's Ethics Code.
21	**This is a** ☐ New Submission ☐ Correction ☐ Update to previous submission *(Required: Check only one)*
22	**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)*

23 **Question 2. Contract Information**

Please include the following: a)Contract or Project Name b)Originating Department

(Required: Maximum 4000 characters allowed)

24 **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)

25 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.**

☐ Not Applicable ☐ It applies to my business

(Required: Check only one)

26 **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)

27 **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)

28 **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)

29 **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)

30 **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)

31 **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)

32 **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)

33 **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.

34 **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)

35 **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)

36 **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)

37 **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)

38 **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)

39	**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)*

40	**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	The City of Laredo and Laredo Transit Management Inc. (LTMI) is soliciting proposals for the purchase of Transit Planning and Scheduling software (the "Project") as more fully described herein. The following terms and conditions shall apply to all proposals made with respect to the Project and shall be included in the contract executed between The City of Laredo/LTMI and the successful proposer. **1.0 RIGHTS RESERVED BY CITY** The City of Laredo/LTMI reserve the right to reject any or all proposals; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the proposals submitted; and to award the contract based on the established criteria and according to the proposal which best serves the interest of the City. **2.0 SCOPE OF SERVICES** 2.1 Purpose The purpose of this Request for Proposals is to select, purchase, and implement a transit planning and transit scheduling software. The City/LTMI intents to procure a software solution that addresses planning and scheduling needs to include: • Customer support • Annual software maintenance • Training support • Upgrades to software necessary to provide the minimum requirements outlined below • Seamless integration of planning and scheduling, whether it be via one centralized platform or a maximum of two platforms The primary software to be supplied must have been in successful operation in at least five (5) other transit agencies of a similar size. 2.2 Project Management and Administration The selected firm shall assign a Project Manager or Customer Manager to be LTMI main point of contact. Responsibilities shall include, but not limited to: A. Respond to LTMI staff requests in a timely manner including data requests and issues. B. Notify LTMI staff of new or pending software updates. C. Facilitate correspondence between LTMI staff and firm, as needed. 2.3 Transit Fleet LTMI currently owns 48 vehicles and 21 Para-transit vans. 2.4 Specifications 2.4.1 Transit Planning Required Features Transit planning software shall be used primarily to analyze several scenarios to evaluate existing and proposed fixed route services. The agency wishes to understand the potential financial, operational, and ridership impacts

of altering fixed route services by leveraging a cloud-based transit planning design and analysis software.
The successful vendor will provide transit planning software that meets the following minimum requirements:
• Internet browser/cloud-based platform
• Ability to integrate with Transit Scheduling software
• Analysis of demographic impacts of service changes using the latest US Census data
• Must include the latest Census data regarding age, disability, minority, population, poverty, and single car and/or car-free households in the form of data layers
• Analysis of employment impacts of service changes using the latest US Census data
• Analysis of Title VI impacts of service changes using the latest US Census data
• Analysis of walkability/accessibility impacts of service changes
• Analysis of run time, average speed, and number of buses required
• Planning scenarios must be fully customizable, with the ability to:
o Define trips within service windows for route scenarios with exact timepoints.
o Define alternate trips/patterns within service windows for route scenarios with exact timepoints.
o Edit multiple trips by customizing segment level runtimes based on historical information
o Shift all trips in a service window by modifying the inbound and outbound start times
o Clearly model routes with varying termini, irregular stop structures, and non-standard headways
o Easily export timetables to Excel or provide a hyperlink for quick sharing and to ensure accuracy
o Present interactive and shareable timetables, headways, bus stops, and route maps that can be used to receive feedback from internal and external stakeholders
• Ability to integrate point and line-data provided by LTMI as data layers, within 5 business days of request
• Ability to “undo” planning efforts in real-time
2.4.2 Transit Scheduling Required Features
Transit scheduling software shall be used primarily to assign vehicles to trips (blocking), drivers to vehicles (run cutting), creating work week assignments for drivers (rostering), and a trip-based GTFS-feed (General Transit Feed Specifications).
The successful vendor will provide transit scheduling software that can import GTFS and meet the following minimum specifications:
2.4.2.1 Required Geocode Information
• Bus Stops
• Time Points
• Transfer Points
• Terminal(s)
• Relief Locations
• Other Locations
• Route Geometry
• Ability to import existing map files and bus stop files
2.4.2.2 Technical System Capabilities
• Save, retrieve, and modify multiple trips, running times, blocks, and routings.
• Archive data for a later use.
• Allow the user(s) to duplicate and rename schedules.
• Identify invalid running times, routings, time points, and trips.
• Allow the user(s) to develop multiple versions of schedules by times and days of the week.
2.4.2.3 Routing System Capabilities
• Track changes of any service in terms of hours of work and miles of travel by route and location and where applicable, overall cost.
• Generate hours of service and mileage, platform and deadhead by route and time of day for each service. The subtotals of these generated values should be able to be presented in summaries by time of day, day of week, for the system as a whole.
• Specify vehicle type on trip, route or block.
• Allow route interlining and define interlining pattern before blocking.
• Allow the user to define holidays and apply associated schedules.
• To manage seasonal or inactive runs, routes, and routings.
• Allow the user to define some trips or blocks as fixed and to not include them when automatically optimizing or assigning blocks.
• Define the direction of travel at time points.
• Associate a bus stop, time point, or terminal with respective identification numbers and geocoding information.

• Allow inbound only trips.
• Allow outbound only trips.
• Allow trips starting at a designated starting point.
• Allow routes that operate in a one direction loop where the origin and destination points are the same.
• Allow the user to edit, delete, invert, and modify time points.
• Allow the user to modify time points where the scheduled trips already exist.
• Any timing point modifications will trigger the program to update scheduled trips automatically.
• Accommodate multiple routings, including slight variations and additional branches for a given route at a given time.
• Create, delete, and update all routing related information, timetables, and data.
• Notify the user when a route is not assigned or is missing a running time.
2.4.2.4 Run Time System Capabilities
• Allow different running times by day of week, day of year, or time of day.
• Maintain running time overrides between subsequent schedules
• Generate a report that shows the running time overrides.
• Show distance between time points and average speeds in miles per hour (MPH) between time points.
• To show distance, time, and speed of deadhead trips.
2.4.2.5 Headway Creation, Blocking Trips, and Assignment Features System Capabilities
• Connect trips manually or automatically.
• Sequence trips in a logical progression on screens and reports.
• Automatically calculate the required number of vehicles through the connection of trips.
• Automatically connect trips based on recovery time parameters.
• Analyze connection times at transfer points and nodes between multiple routes.
• Have the user override routing and running times to build trips.
• Report the overridden items.
• Freeze finalized versions of the schedule.
• Select and print trip information for multiple trips.
• Produce summary statistics by time of day by the following:
o Revenue time
o Mileage
o Layover time
o Recovery time
o Deadhead time
o Deadhead mileage
o Total time
o Total mileage
2.4.2.6 Runcutting System Capabilities
• Allow multiple versions of a schedule.
• Allow the user(s) to select which schedule version to runcut.
• Automatically cut runs and calculate pay times based on parameters set by the user.
• Cut runs based on day of week variations.
• Add open work to already cut runs.
• Cut runs based on the appropriate designated break/mealtime parameters.
• Cut runs with interlining.
• Cut runs without interlining.
• Account for travel and deadhead times between routes and to and from relief points.
• Have manual adjustments to a run cut to be made at any given point in time.
• Calculate staffing requirements for periods of time.
• Allow the user to modify rules built into the software without reprogramming or requiring assistance.
• Prevent concurrent modifications to individual run cuts
• Determine whether deadhead or travel time is less costly than providing reliefs and whether extra overtime is less costly than more staff.
• Optimize a runcut.
• Cut runs for special events.
• Keep track of vehicle movement and create a schedule displaying the movement of shuttle vans and buses.
• Warn the user when manually blocking if certain predefined parameters (from the collective bargaining agreement) or layover, travel time, etc.

• Allow for varying report times according to the time of day and/or the destination of travel.
• Provide reports for any run cuts and statistics generated by each run cut.
2.4.2.7 Rostering System Capabilities
• Perform a roster style schedule.
• Develop rostered work that is based on any one or combination of the following:
o Start Time
o End Time
o Crew
o Route
o Type of Work
o Total Weekly Pay
o Full Days Work
• Accommodate work rules and regulations related to rostered work
• Automatically assign days off for rostered work based on the work rules.
• Manually assign days off.
• Manually adjust rostered work.
• Calculate weekly pay for rostered work.
2.4.2.8 Output System Capabilities
Vendor's system may need to integrate to current LTMI software.
• Produce a schedule showing the movement of shuttle vans and buses.
• Produce operator-friendly driver paddles that are customizable and will have the ability to include comments at specific timing points.
• Produce output documents that should be able to integrate with Microsoft Office (Word, Excel, etc.) and should be able to be saved in a .pdf format.
2.4.2.9 System Technical Requirements
• The system shall be hosted by the vendor, accessible via any industry-standard web browser (Edge, Chrome, Firefox, etc…).
• System shall allow a minimum of two license (two users logged in at once) for editing or creating date.
• System shall allow unlimited "read-only" access.
• System shall allow unlimited schedule creation.
• System shall allow unlimited exports.
• System shall have auto-save & auto-recovery, versioning & file archiving.
2.4.2.10 System Testing Requirements
Coordinate with City staff on scheduling of system tests to ensure system works correctly. Review results of tests with staff to make corrections as necessary.
• Prepare system testing plan that details testing methods to include pass/fail criteria.
• Verify all system components and total system functions according to technical requirements and specifications.
• Conduct availability testing to confirm that all components operate correctly on an individual basis and communicate correctly within the entire system.
• Conduct seven-day availability test to confirm correct operation of the entire system.
2.4.3 Training
Initial Training
The vendor shall provide an intensive training program to a minimum of ten (10) LTMI employees regarding the use of the products or services supplied by the vendor in conjunction with this solicitation. This comprehensive training program shall prepare LTMI personnel for operation, administration, and implementation of the system. Training shall be conducted by the vendor, at a City location or via WebEx/Video Conferencing, and at times that are convenient to the LTMI staff.
Ongoing Training
Contract shall include up to twenty-four (24) hours of training annually. Training can be conducted on site or via WebEx/Video Conferencing, if available.
Please provide a URL link to any available online training videos demonstrating your software package as part of your proposal.

3.0 CONTRACTOR SUBMISSIONS

3.1 Submission Details
RESPONSE TO THIS REQUEST FOR PROPOSALS MUST INCLUDE THE FOLLOWING:
Those firms interested in providing services for this project must submit their response as per instructions on

this invitation for proposals and must include the items specifically enumerated in section 3.2.
3.2 Proposal Development
3.2.1 Required content of proposal:
Failure by any Proposer to respond to a specific requirement may result in disqualification. The City/LTMI reserves the right to accept or reject any or all proposals. Offerors are reminded that proposals will be considered exactly as submitted. Points of clarification will be solicited from proposers at the discretion of the City and LTMI . Non-responsive proposals will not be considered for award, nor displayed on any tabulation/summary sheet prepared by the City/LTMI
All costs incurred by the Offeror associated with RFP preparations and subsequent interviews and/or negotiations, which may or may not lead to an offer of award, shall be borne entirely and exclusively by the Offeror.
The information and proposed budget for the Offeror selected for contract award will form the basis for negotiation of a contract. LTMI reserves the right to issue a contract without further negotiation using the information contained in the proposal. Failure of a prospective contractor to accept this method of contract development will result in cancellation of the award.
3.2.2 Proposal format:
The proposal format requirements were developed to aid Offerors in their proposal development. They also provide a structured format so reviewers can systematically evaluate several proposals. These directions apply to all proposals submitted.
The purpose of the Proposal is to demonstrate the technical capabilities, professional qualifications, past project experiences, and knowledge within this industry. Offeror's proposal must address all the points outlined herein as required, in the following order.
3.2.2.1 Transmittal Letter: A transmittal letter must be submitted with the proposal which shall include:
a. The RFP subject and number.
b. Name of the firm responding, including mailing address, e-mail address, telephone number, and name of contact person or persons.
c. The name of the person or persons authorized to make representations on behalf of the consultant, binding the firm to a contract.
3.2.2.2 Qualifications and Experience:
a. Explain the firms' reputation in the industry. Provide a brief description of the firm, the organizational structure, location of principal offices, and number of personnel that would be included in this project and their roles and experience. Include the number of software deployments fully implemented in the past two
(2) years and any technological breakthroughs LTMI may wish to take advantage of.
b. Provide the name and relevant experience of the project manager who will have direct and continued responsibility for the project. This person will be the contact on all matters dealing with the project and will handle all day-to-day activities from project initiation to completion.
c. Include a reference (name of person, organization, telephone number, email address, project location) for five (5) organizations currently under contract and using the proposed solution for at least one (1) year. The references provided shall be the most current contact information. References with inaccurate contact information shall not be considered.
3.2.2.3 Technical Proposal:
a. Provide a detailed project plan defining design through implementation for all components described in the scope of work, include a proposed timeline.
b. Provide an overall description of the proposed software solution specifically highlighting the specifications, functions and features listed in section 2.4 above. Proposal should include functions and features that may be available but not listed in section 2.4.
c. The vendor shall provide an outline of their software support to include, but not be limited to, the following:
1) Support hours to include whether or not different support levels are an option.
2) Service Level Agreements (SLAs) regarding software uptime. Resulting penalties if SLAs are not met.
d. The vendor shall describe the security measures in place to protect LTMI data in the vendor's hosted environment.
e. The vendor shall outline how LTMI may receive a full export of their data in an industry-standard format if the contract is terminated by either party.
3.2.2.4 Training and Consultation Services:
Provide a description of all training and consultation services provided with the proposed transit scheduling solution. Training shall be provided at a City location or via web interface.
3.2.2.5 Cost Proposal:

Attach a separate sheet titled Cost Worksheet itemizing each item of cost per year for a total of five (5) years. Worksheet should include a separate category for all possible fees broken down for each year. For example: Software cost (one time/implementation); Software cost (per year); warranty and/or maintenance fee (per year); training fee; installation fee; cost for each optional feature, if any; and any other associated costs not already listed above.

4.0 PROPOSAL EVALUATION CRITERIA

4.1 Overview

The City will evaluate proposals based on the criteria outlined within this section, which shall be applied to all eligible, responsive proposals in selecting the successful Proposer.

The City reserves the right to disqualify any proposal for, but not limited to; proposals deemed as non-responsive and/or non-responsible. The City reserves the right to make such investigations of the qualifications of the proposer as required.

Award of any contract may be made without discussion with Proposers at the conclusion of the evaluation process. The City reserves the right to cease contract negotiations if it is determined that the proposer cannot perform services specified in their response.

4.2 Criteria

Proposal evaluation criteria will be grouped into percentage factors as follows:

A. Technical Proposal (Maximum 35 points)

This criterion involves the evaluation of the transit planning and scheduling solution that best suits LTMI needs as stated in the Scope of Work.

B. System Specifications (Maximum 25 points)

Adherence to the requirements listed in the system specifications section and descriptive comments of functionality and features.

C. Cost proposal (Maximum 25 points)

D. Qualifications and Experience (Maximum 15 points)

This criterion involves an evaluation of the qualifications, knowledge, and experience of the staff assigned to this project and of the successful projects completed by the proposed project team. This factor will also include an assessment of the availability and ability of the firm to perform the scope of services in a timely manner.

5.0 SELECTION PROCESS

An evaluation committee shall be formed to review and evaluate the proposals. The evaluation committee shall complete evaluation forms giving consideration to information provided in the proposals.

The evaluation committee may elect to interview firms short-listed but reserves the right to award the contract based upon the City's/LTMI review and ranking of proposals. If the City/LTMI chooses to short-list and interview for this project, 15 additional points per evaluator will be allocated for this phase, and these points will be added to the totals from the initial review phase.

6.0 TENTATIVE SCHEDULE:

June 9, 2022- RFP available to the public
July 1, 2022- Questions deadline by 5:00p.m. (CST)
July 22, 2022 -Submittals/Proposals are due by 5:00p.m. (CST)
July 25, 2022- RFP opening at 10:00a.m. (CST)
July 25-29 2022 - Submittals/Proposals reviewed and evaluated by Committee
August 1-4, 2022- If required, top 2 highest ranking firms shall be invited to do a 30 minute presentation
August 15, 2022- Present project to City Council to award contract and selected provider.

7.0 TERM OF CONTRACT

The term of this contract shall be for three (3) years with an option to renew two (2) one (1) year periods subject to availability funds and mutual agreement.

8.0 COST BREAKDOWN

Vendor shall provide a cost breakdown clearly detailing each item and its cost included on the vendor's proposal. This includes but no limited to:
software, equipment, licenses, training, traveling expenses, upgrades, maintenance, support, etc.

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