

CITY OF LAREDO CITY COUNCIL MEETING

A-2020-R-05

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

**CITY COUNCIL CHAMBERS
1110 HOUSTON STREET
LAREDO, TEXAS 78040**

**April 6, 2020
3:00 P.M.**



DISABILITY ACCESS STATEMENT



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

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

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

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. MOMENT OF SILENCE

IV. ROLL CALL

V. MINUTES

Approval of the minutes of March 2, 2020, March 4, 2020, March 13, 2020, March 17, 2020, and March 31, 2020.

Citizen comments

Citizens are required to fill out an online witness card no later than 3:15 p.m. and can be found at https://www.cityoflaredo.com/assets/witness_card_online.pdf. Comments are limited to three (3) minutes per speaker. No more than three (3) persons will be allowed to speak on any side of an issue. Speakers may not pass their minutes to any other speaker. Comments should be relevant to City business and delivered in a professional manner. No derogatory remarks will be permitted.

VI. APPOINTMENTS TO COMMISSIONS, BOARDS AND COMMITTEES

1. Appointment by Mayor Pro-Tempore Alberto Torres, Jr. of Rafael Antonio Martinez to the Parks & Recreation Advisory Committee.
2. Appointment of the Keep Laredo Beautiful Board of Directors:
 1. **Tracey King**, public school educator
 2. **Jackie Sutton**, public school educator
 3. **Gene Belmares**, independent business owner and environmental advocate
 4. **Celina Vallarta**, local artist, educator and member of Cultivarte
 5. **Shelly Laurent**, local artist and member of Cultivarte
 6. **Aida Heiras**, local environmental activist & volunteer
 7. **Mayra Hernandez**, Director of TAMIU Student Conduct and Community Engagement
 8. **Bianay Ramirez**, TAMIU student leader
 9. **Leslie Adame**, Southern Distributing company representative
 10. **Masi Mejia**, Environmental Educator

VII. PUBLIC HEARINGS

1. **Public Hearing** providing community residents an opportunity to comment on their housing and community needs and the projects they wish to see funded. Comments received will be made part of the City's 2020-2021 One Year Action Plan and 2020-2024 Five Year Consolidated Plan that will outline how funding for the programs listed below, made available through the U.S. Department of Housing and Urban Development (HUD), will be utilized. Allocation amounts are as follows:

46th Action Year Community Development Block Grant (CDBG)
\$3,850,188.00

2020-2021 HOME Investment Partnership Grant (HOME) \$1,167,858.00
2020-2021 Emergency Solutions Grant (ESG) \$327,812.00

The public may provide comments via this public hearing, by attending any public meeting location to fill out a survey, by calling our office at (956)795-2675, by sending an e-mail to cdcomments@ci.laredo.tx.us or by filling out a survey online in English at <https://www.surveymonkey.com/r/DDRZJFF> or in Spanish at <https://es.surveymonkey.com/r/Y6Z2JKC>.

Also for discussion and comment is the Fiscal Year (FY) 2018-2019 Consolidated Annual Performance Evaluation Report (CAPER) regarding the City's administration of HUD Programs.

2. **Public Hearing** requesting public comments regarding a partial change of use of a Community Development Block Grant (CDBG) purchased tract of land. The property located at 3712 U.S. Highway 83 South in Laredo, Texas 78046 which was originally purchased with Federal funds (CDBG) was acquired as a public facility activity and will now also serve as a public improvement activity. The City is required by the U.S. Department of Housing and Urban Development to request and receive public comments on the proposed changes in use.

The partial change of use will allow for this road to provide access to a future recreational development but also share this tract of land for use as an entrance and exit for a residential subdivision.

3. **Public Hearing** and Introductory Ordinance ratifying the execution of a contract amendment from the Texas Department of State Health Services (DSHS), in the amount of \$117,500.00, for a total of \$373,125.00 for the City of Laredo Health Department (CLHD) Healthy Texas Mothers and Babies (HTMB) Program to promote maternal child health services, women's health and well-being for the term from September 1, 2020 through August 31, 2021.
4. **Public Hearing** and Introductory Ordinance amending Ordinance 2006-O-288 Subsection (k) Section 20-37 of the City of Laredo Code of Ordinance and authorizing the City Manager to execute an Interlocal Cooperation Contract with the Texas Department of Public Safety. The amendment lowers the payment reimbursement fee from \$30.00 dollars to ten \$10.00 dollars.

5. **Public Hearing and Introductory Ordinance** altering and extending the boundary limits of the City of Laredo by annexing additional territory of 0.84 acres, more or less, located west of Los Minerales-Annex Rd. and south of FM 1472/Mines Rd. providing for the effective date of the ordinance, authorizing the City Manager to execute a contract adopting a service plan for the annexed territory, and establishing the initial zoning of M-1 (Light Manufacturing District).
6. **Public Hearing and Introductory Ordinance** altering and extending the boundary limits of the City of Laredo by annexing additional territory of 3.04 acres, more or less, located west of FM 3338 (Las Tiendas Rd) and south of FM 1472/Mines Rd. providing for the effective date of the ordinance, authorizing the City Manager to execute a contract adopting a service plan for the annexed territory, and establishing the initial zoning of M-1 (Light Manufacturing District).
7. **Public Hearing and Introductory Ordinance** altering and extending the boundary limits of the City of Laredo by annexing additional territory of 7.29 acres, more or less, located north of FM 1472/Mines Rd. and east of Lampazos Loop, providing for the effective date of the ordinance, authorizing the City Manager to execute a contract adopting a service plan for the annexed territory, and establishing the initial zoning of M-1 (Light Manufacturing District).
8. **Public Hearing and Introductory Ordinance** altering and extending the boundary limits of the City of Laredo by annexing additional territory of 1.45 acres, more or less, located north of FM 1472/Mines Rd. and east of Copper Mine Rd. Providing for the effective date of the ordinance, authorizing the City Manager to execute a contract adopting a service plan for the annexed territory, and establishing the initial zoning of M-1 (Light Manufacturing District).
9. **Public Hearing and Introductory Ordinance** altering and extending the boundary limits of the City of Laredo by annexing additional territory of 81.02 acres, more or less, located east of Cuatro Vientos Rd./Loop 20 and north of Wormser Rd. providing for the effective date of the ordinance, authorizing the City Manager to execute a contract adopting a service plan for the annexed territory, and establishing the initial zoning of AG (Agricultural District).

10. **Public Hearing and Introductory Ordinance** altering and extending the boundary limits of the City of Laredo by annexing additional territory of 100.00 acres, more or less, located north of Vidal Cantu Rd. and west of FM 1472/Mines Rd. Providing for the effective date of the ordinance, authorizing the City Manager to execute a contract adopting a service plan for the annexed territory, and establishing the initial zoning of M-1 (Light Manufacturing District).
11. **Public Hearing and Introductory Ordinance** altering and extending the boundary limits of the City of Laredo by annexing additional territory of 15.63 acres, more or less, located north of Vidal Cantu Rd. and west of FM 1472/Mines Rd., providing for the effective date of the ordinance, authorizing the City Manager to execute a contract adopting a service plan for the annexed territory, and establishing the initial zoning of M-1 (Light Manufacturing District).
12. **Public Hearing and Introductory Ordinance** altering and extending the boundary limits of the City of Laredo by annexing additional territory of 5.2077 acres, more or less, located north of Vidal Cantu Rd. and west of FM 1472/Mines Rd. Providing for the effective date of the ordinance, authorizing the City Manager to execute a contract adopting a service plan for the annexed territory, and establishing the initial zoning of M-1 (Light Manufacturing District).
13. **Public Hearing and Introductory Ordinance** altering and extending the boundary limits of the City of Laredo by annexing additional territory of 204.7003 acres, more or less, located north of Vidal Cantu Rd. and west of FM 1472/Mines Rd. Providing for the effective date of the ordinance, authorizing the City Manager to execute a contract adopting a service plan for the annexed territory, and establishing the initial zoning of M-1 (Light Manufacturing District).

(Recess)
(Press Availability)

VIII. INTRODUCTORY ORDINANCES

14. Authorizing the City Manager to amend lease agreement between the City of Laredo, as LESSOR, and 4-G Investments LLC, as LESSEE, approved by Ordinance No. 2011-O-030 dated March 21, 2011, as amended by Ordinance No. 2011-O-132 dated September 19, 2011, as amended by Ordinance No. 2015-O-098 dated August 3, 2015 by amending the lease premises to add approximately 5,818.95 square feet for a total of 93,679.47

square feet. The new monthly rent shall be \$2,957.69 effective May 1, 2020, and will be adjusted annually according to changes of the Consumer Price Index (CPI). All other terms and conditions remain the same; providing for an effective date.

15. An Ordinance amending Chapter 21, Article XII of the Laredo Code of Ordinances regarding Aggressive Solicitation and enacting a new section for pedestrian and traffic safety. Providing for publication and providing for effective date.
16. An Ordinance of the City of Laredo, Texas, amending Chapter 7, "Building and Building Regulations", Article II, Section 7-24 of the Code of Ordinances, to provide for additional authority that the Building Development Services Director may exercise to temporarily revoke an applicant's permit, license, endorsement, or registration privileges; providing that this ordinance shall be cumulative; providing a severability clause; providing for publication; and declaring an effective date.

IX. FINAL READING OF ORDINANCES

17. **2020-O-022** Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximate 9.3453 acres, out of Porcion 19, Joaquin Garcia, Original Grantee, Abstract 47, located at approximate 1,400 LF, South of Aquero Blvd., and East of Bernadette Ln., from AG (Agricultural District) to R-1B (Single Family High Density District); providing for publication and effective date.

ZC-75-2019 District VII

18. **2020-O-023** Authorizing the City Manager to execute an amendment to lease agreement between the City of Laredo, as LESSOR, and Air Trade Laredo, LLC, as LESSEE, approved by Ordinance No. 2011-O-148 dated November 7, 2011, amended by Ordinance No. 2013-O-066 dated May 20, 2013, by amending the lease premises to add approximately 6,796.95 square feet for a total of 91,094.26 square feet. The new monthly rent shall be \$3,210.52 effective May 1, 2020, and will be adjusted annually according to changes of the Consumer Price Index (CPI) on the lease anniversary month of November. All other terms and conditions remain the same; providing for an effective date.

X. 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

19. Authorizing the City Manager to execute a lease agreement renewal with Securitas Security Services USA, Inc., as a sole source as per Customs and Border Protection approved Security Contract, for approximately 120 square feet of office space and an exclusive office entry lane for approximately 1,020 square feet at Juarez-Lincoln International Bridge (Bridge II). Lease term will be for one (1) year commencing April 1, 2020 and ending on March 31, 2021. Monthly rent will be \$3,500.00 for approximately 120 square feet of office space and an exclusive office entry lane for approximately 1,020 square feet at Juarez-Lincoln International Bridge (Bridge II). The lease may be terminated by either party with a thirty (30) day written notice.
20. Authorizing the City Manager to execute the Toll Collection System Maintenance Service Contract between the City of Laredo and TransCore, L.P., for the hardware and software maintenance of the Laredo Bridge System Electronic Toll Collection equipment. This maintenance service contract is for a term of three (3) years, subject to future budget appropriations, effective April 1, 2020 for an annual amount of \$320,231.00 and a total not to exceed \$960,693.00. Funding is available in the Bridge System Fund.

BUILDING: STAFF SOURCE ARTURO GARCIA, BUILDING DIRECTOR

21. **2020-R-052** Authorizing and approving a fee waiver and a Tax Abatement Agreement between the City of Laredo and ELI-GAR LTD. For a proposed project located at 3402 Clark Blvd, lot 2; block 11; Eastwood Subdivision that consists of automated car wash, 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 \$938,880.00, estimated annual tax abatement total of \$5,952.50 and estimated total fee waivers of \$3,600.00. Guidelines and criteria for the agreement are set forth in the attached agreement and information.

22. **2020-R-053** Authorizing and approving a fee waiver and a Tax Abatement Agreement between the City of Laredo and Somos Cinco, L.L.C. for a proposed project located at 1105 Farragut, lot 7 & part of lot 4; block 47; western division that consists of roof & fascade reconstruction, 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 \$246,505.17, estimated annual tax abatement total of \$184.32 and estimated total fee waivers of \$2,610.00. Guidelines and criteria for the agreement are set forth in the attached agreement and information.
23. **2020-R-054** Authorizing and approving a fee waiver and a Tax Abatement Agreement between the City of Laredo and Guadalupe I. Martinez for a proposed project located at 2904 Rosario Street, the west one third of lot 7 and the east one third of lot 8; block 1789; eastern division that consists of complete rehabilitation, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a five (5) year period and will abate taxes on new improvements for the purpose of economic development. The project has an estimated capital investment total of \$43,400.00, estimated annual tax abatement total of \$576.45 and estimated total fee waivers of \$1,492.00. Guidelines and criteria for the agreement are set forth in the attached agreement and information.

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

24. **2020-R-047** A resolution by the City of Laredo, Texas suspending the May 4, 2020 effective date of the proposal by CenterPoint Energy Resources Corp., D/B/A CenterPoint Energy Entex and CenterPoint Energy Texas Gas – South Texas division to implement interim grip rate adjustments for gas utility investment in 2019 and requiring delivery of this resolution to the company and legal counsel.
25. Authorizing the City Manager to enter into and execute a Memorandum of Understanding, attached hereto as Exhibit A, between U.S. Customs and Border Protection and the City of Laredo for the purpose of establishing a mutual agreement governing the respective responsibilities of the Parties for the construction of the Laredo Downtown Bulkhead.

COMMUNITY DEVELOPMENT: STAFF SOURCE TINA MARTINEZ, COMMUNITY DEVELOPMENT DIRECTOR

26. **2020 R-058** Amending the Citizen Participation Plan to adhere with the Consolidated Plan Submission requirements of (24 CFR, Part 91) as set by the U.S. Department of Housing and Urban Development (HUD). These amendments will allow for flexibility in the way public hearings, public meetings and other consultations are done for the One Year Action Plan, the Consolidated Plan and other HUD required plans and/or reports in case of a local and/or National Emergency or in case the current set processes are not feasible.

27. Accepting the conveyance of five different tracts of land and improvements, within the San Isidro Northeast Subdivision Master Plan, which are identified as follows: Tract 1: the Surface Estate Only in and to Lot 2, Block 1 San Isidro Northeast Subdivision, Phase II according to plat thereof recorded in Volume 30, Pages 11-12 Plat Records of Webb County Texas together with all improvements situated thereon; Tract 2: the Surface Estate Only in and to Lot 1 Block 1, San Isidro Northeast Los Palmares Subdivision, Unit 1, according to plat thereof recorded in Volume 30, Pages 36-36a plat records of Webb County, Texas together with all improvements situated thereon; Tract 3: the Surface Estate Only in and to Lot 2, Block 1, San Isidro Northeast Los Palmares Subdivision, Unit 3 according plat thereof, recorded in Volume 30, Pages 70-70a plat records of Webb County together with all improvements situated thereon; Tract 4: being the Surface Estate Only in and to Lot 1 Block 10, San Isidro Northeast Los Palmares, Subdivision Unit 4 according to plat thereof recorded in Volume 31, Pages 23-26, plat records of Webb County, Texas, together with all improvements situated thereon; Tract 5: being the Surface Estate Only in and to Lot 12, Block 5, San Isidro Northeast Subdivision, Phase 11, according to plat thereof recorded in Volume 32, Pages 14-15, plat records of Webb County, Texas, together with all improvements situated thereon; to serve for Recreational and/or Municipal Parkland purposes in accordance with the Land Development Code and the Parkland Deferment Contract in attached Exhibit "B" executed with San Isidro Northeast LTD on May 15, 2018.; said tracts of land are further described in attached Exhibit "A"; and providing for an effective date.

ENGINEERING: STAFF SOURCE RAMON E. CHAVEZ, CITY ENGINEER

28. Consideration for approval to award a professional services contract to Sepulveda Associates Architects, Laredo, Texas, for an amount not to exceed \$526,819.70 for the design and preparation of plans and specifications for the Southern Hotel located at 1200 Matamoros. Design work is to be done on a fast track basis. Funding is available in the 2018 CDBG Grant - Project Number CD1802 and 2019 CDBG Grant - Project Number CD1902.
29. Consideration for approval to award a construction contract to the lowest responsible responsive bidder Quantcorp Construction, LLC., Laredo, Texas in the amount of \$168,800.00 for the Jose & Alicia Garza Park Basketball Metal Shade with a construction contract time of ninety (90) working days; and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents. After a notice to proceed is issued, estimated completion date for the project is scheduled for July 2020. Funding is available in the 2017 and 2018 CO Bond District Priority Funds – Project Number D12003.
30. Consideration for approval 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 authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents. After a notice to proceed is issued, estimated completion date for the project is scheduled for December 2020. Funding is available in the 2016 Environmental CO, 2016 Water Revenue Bond, and 2017 Sewer Revenue Bond.
31. Consideration for approval to award a construction contract to the lowest responsible responsive bidder ABBA Construction, LLC., Laredo, Texas, in the amount of \$364,727.00 (base bid minus alternate no. 2) for the Fasken Community Center Pool & Amenities with a construction contract time of two hundred seventy (270) calendar days; and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents. After a notice to proceed is issued, estimated completion date for the project is scheduled for December 2020. Funding is available in the 2019 CO Bond - District 7 Priority Fund.

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

32. Consideration to ratify the emergency purchases and expenditures related to the City of Laredo Declaration of Local Disaster for Public Health Emergency (COVID-19 crisis).

The following list of vendors issued emergency Purchase Orders to provide immediate commodities and services:

Thermo Fisher	\$100,465.10	COVID Test Kits, Swab Kits, Test Equipment
American Vapor	\$41,416.00	N95 Masks, Gowns, Face Shield, Sanitizers, Thermometers
Image Carpet	\$32,000.00	Disinfecting Offices - CH & Recreation Centers
ServPro North	\$55,772.40	Disinfecting Offices - CH Annex & Rec & Library
Service Master	\$36,534.34	Disinfecting Offices- Recreation Centers
Gulf Coast	\$15,000.00	Hand Sanitizers, Janitorial items, Misters 6, Thermometers
Logicargo	\$20,000.00	N95 Masks, 3 ply Masks
SouthTexas Waste	\$12,000.00	15 Hand wash Stations
Patria Office	\$10,000.00	Safety Eyewear, Janitorial Items, Sanitizers, Disinfectants
Total	\$323,187.84	

Funding available in General Fund COVID-19 Emergency Fund and in respective department budgets.

33. 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. Because of year-round (as needed) cumulative purchases, the following DIR vendors exceed the \$50,000.00 purchase limits which require City Council approval:

Dell Computers USA	\$650,000.00
Computer Solutions	\$250,000.00
Verizon	\$575,000.00

AT&T	\$540,000.00
SHI Government Solutions	\$320,000.00
CDG Government	\$230,000.00

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.

FLEET MANAGEMENT: STAFF SOURCE RONALD MILLER, FLEET DIRECTOR

34. Consideration to renew contract FY19-051 for the purchase of Chevrolet/GM Original Equipment Manufacturer (OEM) parts for the City's fleet vehicle repairs with Family Chevrolet, Laredo, Texas in an amount up to \$100,000.00. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. There was no price increase during the last extension period. This is the first of three extension periods. Funding for the additional extensions is subject to future budget appropriations. All parts will be purchased on an as needed basis and funding will be secured from the Fleet Management Fund.
35. Consideration to reject the six bids received through Cit-E-Bid for FY20-039 for the purchase of truck tires for the City of Laredo Fleet Department. The six bids were evaluated and all tires were deemed not to meet specifications. The department will modify the specifications and request new bids.

HEALTH: STAFF SOURCE DR. HECTOR GONZALEZ, HEALTH DIRECTOR

36. **2020-R-048** Ratifying the execution of the contract amendment from the Texas Department of State Health Services (DSHS) through the South Texas Development Council (STDC), in the amount of \$115,441.00, for the continuation of the City of Laredo Health Department's Housing Opportunities for Persons with AIDS Project (HOPWA) to assist with housing and utilities for the term of February 1, 2019 through August 31, 2020.

37. **2020-R-049** Ratifying the execution of the contract amendment from the Texas Department of State Health Services (DSHS) in the amount of \$230,491.00 with a projected amount of program income of \$107,488.00 for a total of \$337,979.00 for the continuation of the Immunization Action Plan (IAP) Program for the City of Laredo Health Department to provide immunizations for serious vaccine preventable diseases and conduct disease detection and surveillance activities for prevention for the term beginning September 1, 2020 through August 31, 2021.
38. **2020-R-050** Ratifying the execution of a contract amendment from the Texas Department of State Health Services (DSHS) in the amount of \$341,737.00, with a cash match of \$34,174.00, for the continuation of the City of Laredo Health Department Public Health Emergency Preparedness (PHEP) and Response Services for disease control and emergency management, for the term period from July 1, 2020 through June 30, 2021.
39. **2020-R-056** Ratifying the submission of a grant application and authorizing the City Manager to accept and enter into a contract from the Texas Department of State Health Services (DSHS) for funding from the US Centers for Disease Control and Prevention, and amending the FY 2019-2020 budget by appropriating revenues and expenditures in the amount of \$406,775.00 and amending the FY 2019-2020 Full Time Equivalent (FTE) Position Listing by adding one (1) Epidemiologist, R38 position, one (1) Microbiologist I, R37 position, and two (2) Public Health Technician, R36 positions for the City of Laredo Health Department (CLHD) COVID-19 response activities for the term from execution date through March 15, 2021.
40. Consideration to extend service contract FY17-020 to Quest Diagnostics, San Antonio, Texas, in the estimated annual amount of \$600,000.00, to provide clinical laboratory testing services for the Health Department and Employee Health and Wellness. The term of this contract shall be for three years, beginning on May 1, 2020 through April 30, 2023, and is subject to future appropriations. Services will be secured on as needed basis and funding is available in the Health Department and Employee Health and Wellness Funds.

HUMAN RESOURCES: STAFF SOURCE MELINA BERMUDEZ, HUMAN RESOURCES DIRECTOR

41. Appointment of Rosario Camarillo Cabello to the position of Deputy City Manager; and any other matters incident thereto.

42. Authorizing the City Manager to execute the proposed Amendment to the Management Agreement between First Transit, Inc. and the City of Laredo. This contract is to provide automobile liability and general liability coverage for Laredo Transit Management, Inc., with limits of \$10,000,000.00 per occurrence, with a zero (\$0) dollar deductible. First Transit, Inc. will name the City of Laredo as an additional insured and provide waiver of subrogation endorsements on both the general liability and automobile liability insurance policies. Annual premium cost to be \$597,695.00 for the first year. Annual premium cost to be \$615,626.00 for the second year. If renewing for the third year, annual premium rate is not fixed. The above mentioned insurance agreement term will be for a period of one (1) year with two (2) one (1) year options to renew and with a sixty (60) day cancelation notice. Funding is available in El Metro Operations Fund.

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

43. Consideration to ratify Purchase Orders issued to Insight Public Sector, Inc., in the total of amount of \$133,757.44 for the purchase of network equipment and installation at Building Development Services - Planning and Zoning Building located at 1413 Houston St., Laredo, Texas. Funding is available in the 2016 CO Bond.

PLANNING & ZONING: STAFF SOURCE JAMES KIRBY SNIDEMAN, PLANNING
& ZONING DIRECTOR

44. Consideration to award contract FY20-008 to sole bidder consulting firm Strand Associates, Inc., Bernham, TX for the amount of \$150,000.00 for the Quiet Zone Implementation Project. This contract is for general services for the implementation of a Railroad Quiet Zone. This contract covers planning, design, and construction management of safety improvements needed in order to establish a "Quiet Zone" along the Kansas City Southern railroad line. Funding for this contract is available in the 2016 Certificate of Obligation Bond Issue.

POLICE: STAFF SOURCE CLAUDIO TREVINO, CHIEF OF POLICE

45. Consideration to authorize the purchase of ammunition for the Police Department in the amount of \$149,285.27 from GT Distributors, Inc. through the Buyboard Cooperative Purchasing Program's Contract No. 524-17. Funding is available in the Laredo Police Department General Fund.
46. Consideration to execute a renewal lease agreement between the City of Laredo Police Department as lessee, and LA Ventures, Inc., as lessor for the approximate 9,397 square feet office and warehouse space located at 2826 E. Bustamante St., at the Laredo International Airport Industrial Airpark. The monthly rent is \$5,080.00 for the first year. The lease agreement is for five years and will commence on May 1, 2020 and end April 30, 2025. The facility will be used as storage of evidence and for other LPD operations. Funding is available in the Police Department's General Fund.

UTILITIES: STAFF SOURCE RIAZUL MIA, UTILITIES DIRECTOR

47. Consideration to award annual contract FY20-040 to the lowest bidder MG Landscaping, Laredo, Texas in an amount, not to exceed, \$90,000.00 for lawn and landscaping repairs caused by water line break repairs. This contract is based on square and linear footage rates, and includes the cost of a licensed irrigator, plus a contingency fund to cover miscellaneous landscaping repairs including (but not limited to) replacing trees, mulch, various plants, and other landscaping items. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract has three extension periods. All services will be secured on an as needed basis. Funding is available in the Water Works Fund budget.
48. Consideration to award annual service contract FY20-025 to the following vendors:
- 1) Sections I, II, III, IV, V, VI, VII: Laredo Mechanical, Laredo, Texas in an amount up to \$210,000.00 (Primary Vendor);
 - 2) Sections I, II, III: Gutierrez Machine Shop, Laredo, Texas in an amount up to \$100,000.00 (Secondary Vendor);
 - 3) Sections IV, V, VI, VII: RAMSA Electric Mechanic, Laredo, Texas in an amount up to \$70,000.00 (Secondary Vendor),
- for water treatment and wastewater treatment booster stations, and lift stations pump repairs for the Utilities Department. This contract establishes hourly rates and a percentage discount on parts utilized during emergency pump repairs. All services will be purchased on an as needed basis. Funding is available in the Water Works and Waste Water Funds.

49. Consideration to award supply contract number FY20-045 to the low bidder Core and Main, St. Louis, Missouri in an amount of up to \$800,000.00 for the purchase of mechanical joint fittings, cast iron meter boxes, brass and galvanized fittings, and full circle repair clamps for the Utilities Department. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract has three extension periods. These materials are purchased on an as needed basis by the Utilities Department-Water Operations for construction and repair projects. Funding is available in the Water Works Fund.
50. Authorizing the City Manager to approve Change Order #1 in the net amount of (\$12,570.62), accepting the project as complete and release of retainage in the amount of \$109,946.47 to Davila Construction, Inc, San Antonio, Texas for the North Laredo Wastewater Treatment Plant Administration Building Project. This change order is a credit for unused remaining portion of allowance for the project. The new contract sum amounts to \$2,198,929.38, and contract period is at 308 calendar days. Funding is available in the 2017 Sewer Revenue Bond.
51. Authorizing the City Manager for the award of a construction contract to the lowest responsible bidder, Romo Contractors, Laredo, Texas in the amount of \$168,000.00 for the Creek Erosion Control Project Near Station 312+81. The contract time is one hundred (100) working days. Funding is available in the 2016 Water Revenue Bond.

END OF CONSENT AGENDA

XI. STAFF REPORTS

52. 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.
53. Discussion with possible action on an update of the finances and operations due to COVID-19, and any other matters incident thereto.

54. Discussion with possible action to consider a seventh (7th) request for an extension of Injury Leave with pay in accordance with 143.073(b) of the Texas Local Government Code for Patrol Officer Jesus A. Garcia Perez. Total number of days out as of March 21, 2020 pay period: 476 days. Human Resources and Police Department do not recommend extension.

XII. 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.

55. Request for Executive Session pursuant to Texas Government Code Section 551.074 to deliberate the duties and contractual terms of the City Manager's employment contract and any matters related thereto, and return to open session for possible action.
56. Request for Executive Session pursuant to Texas Government Code Section 551.071(1)(A) to consult with City Attorney and relating to the Engagement Agreement between the City of Laredo and Davidson Trolio Ream & Garza regarding the claims arising out of the construction of the El Pico Water Treatment Plant in Laredo, Texas filed in Lawsuit 2018CVF001299-D2 pending the 111th District Court, Webb County, Texas, and to return to open session for possible action.
57. Request for Executive Session pursuant to Texas Government Code 551.072 related to the Offer to Sell Real Property of La Grulla Tract in the amount \$355,494.00 for 15.464 acres owned by the City of Laredo along the Rio Grande River for the purpose of conducting environmental assessments and property surveys, including the right to temporarily store, move and remove necessary equipment and supplies; survey, stake out, appraise, bore and take soil and/or water samples, and perform any other such work which may be necessary and incidental to the Government's assessment of the Property for Border Infrastructure Projects in the Laredo Sector area of responsibility.

58. Request for Executive Session pursuant to Texas Government Code 551.071(1)(A) to consult with attorney on contemplated litigation involving Civil No. 5:20-CV-031; United States of America v. 982.6891 Acres of Land, more or less, situated in Webb County, State of Texas, and City of Laredo; pending in the United States District Court for the Southern District of Texas Laredo Division; and return to open session for possible action.

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

59. **2020-RT-05** Authorizing the City Manager to submit a grant application to the Federal Transit Administration (FTA) in the amount of \$9,988,345.00 FY2020 Section 5307 Urbanized Area authorized under the new Coronavirus Aid, Relief, and Economic Security Act (CARES Act), published L. 116-136 March 27, 2020. Funding will be provided at a 100% federal share with no local match required, and will be available to support capital, operating and other expenses generally eligible under those programs to prevent, prepare for, and respond to COVID-19.

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

60. GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS

A. Request by Mayor Pete Saenz

1. Discussion with possible action on assessing financial losses and overall financial impact on City's 2019-2020 Budget, local business, persons unemployed, persons that are hungry or lack basic living and health necessities and the status of the City's overall operations; and the development of various assistance and economic recovery models to address all of the above; and any other matters incident thereto.

B. Request by Council Member George Altgelt

1. Discussion with possible action to mandate any and all "local businesses" that sell personal protective medical equipment to first sell said equipment to bonafide credentialed health care service

providers, workers and first responders with reasonable limits imposed, and any other matters incident thereto. "Local businesses" are those doing business within the City of Laredo including, but not limited to: HEB, Walmart, Lowe's, Home Depot, Pharmacies, and all retailers and wholesalers of personal protective medical equipment including, but not limited to: N95 and surgical masks, gowns, gloves, shields, disinfectants (wipes and spray), hand sanitizing gel, eye protection, and hair/head protection, etc.

2. Discussion with possible action to encourage and assist with our non-essential personnel small businesses that qualify for the SBA 10,000 grant to apply quickly to access grant money for our community due to limited availability of funds; and any other matters incident thereto. **(Co-Sponsored by Mayor Pro-Tempore Alberto Torres, Jr. and Council Member Vidal Rodriguez)**
3. Discussion with possible action to keep public transit free for 6 months to keep people mobile; and any other matters incident thereto. **(Co-Sponsored by Mayor Pro-Tempore Alberto Torres, Jr., Council Member Dr. Marte A. Martinez and Council Member Vidal Rodriguez)**

C. Request by Council Member Roberto Balli

1. Discussion with possible action to provide emergency funding in the amount of \$50,000.00 to Bethany House; and any other matters incident thereto.

D. Request by Council Member Rudy Gonzalez, Jr.

1. Discussion with possible action to implement the limit of people that go out in public to purchase essentials with children due to the pandemic of COVID-19 in our community; and any other matters incident thereto.

E. Request by Council Member Vidal Rodriguez

1. Discussion with possible action on the City of Laredo media outlets and public release of information related to COVID-19 procedures; and any other matters incident thereto.

F. Request by Council Member Mercurio Martinez, III

1. Status reports on Bridge operations and contingency plans, and its effects on City's budget as it pertains to Bridge and sales tax revenue; and any other matters incident thereto.
2. Status report by Police Department on execution plan to implement and enforce current ordinances passed after Declaration of State Disaster, and any other matters incident thereto.
3. Status report of contingency plans of all City Departments, specifically Planning & Zoning and Building Departments, and how they're servicing our stakeholders; and any other matters incident thereto.

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

1. Discussion with possible action on the preliminary and forecasted Coronavirus COVID-19 financial and economic impact to include review of Hotel/Motel Occupancy Tax, Sales Tax, Property Tax, General Fund Reserves, General Fund, Enterprise Funds, and all other possible affected funds to further determine the suspension of non-bond program and projects to assist in the balancing of the FY 2019-2020 Budgets due to revenue shortfalls and consider assisting property owners with a 8.33% discount from City property taxes for each month the City of Laredo Emergency Order and/or Emergency Ordinances is in place; and any other matters incident thereto.
2. Discussion with possible action to develop a tax abatement program for a period of three to six months for local businesses that were forced to close and did not terminate any of their employees during the period of the City of Laredo Emergency Order and/or Emergency Ordinances as a result of Coronavirus COVID-19; and any other matters incident thereto. **(Co-Sponsored by Council Member Dr. Marte A. Martinez and Council Member George Altgelt)**

3. Discussion with possible action to explore the possibility of creating a local grant program funded by the City of Laredo through city reserves (based on availability) to assist local businesses affected by the Coronavirus COVID-19, City of Laredo Emergency Order, and/or Emergency Ordinances; and any other matters incident thereto. **(Co-Sponsored by Council Member Dr. Marte A. Martinez and Council Member George Altgelt)**

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

1. Discussion with possible action to direct management to have City's Economic Development Director and Economic Development Corporation work with the private sector to create an economic development recovery plan; and any other matters incident thereto.
2. Status on promotion of food service inspection report cards; and any other matters incident thereto.
3. Discussion with possible action to direct staff to facilitate technology innovation with TAMU Engineering students, Laredo College, Harmony, LISD, UISD, and STEM students to collaborate in creating medical face shields, ventilators, and personal protective equipment; and any other matters incident thereto.

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

1. Discussion with possible action to create a city wide NEZ for a period of 4-6 months to expedite permits and investments; and any other matters incident thereto. **(Co-Sponsored by Mayor Pro-Tempore Alberto Torres, Jr. and Council Member George Altgelt)**
2. Discussion with possible action that all contracts use local labor or subcontractors for a period not to exceed one year to keep jobs in Laredo during recover of this crisis; and any other matters incident thereto. **(Co-Sponsored by Mayor Pro-Tempore Alberto Torres, Jr. and Council Member George Altgelt)**
3. Discussion with possible action requiring that we establish protocols

for businesses that will possibly be allowed to open in 30 days and to allow businesses a window of 30 days to prepare for said requirements. The goal is to ensure businesses to be ready to start complying and opening their doors from day one; and any other matters incident thereto. **(Co-Sponsored by Mayor Pro-Tempore Alberto Torres, Jr. and Council Member George Altgelt)**

XV. ADJOURN

This notice was posted at the Municipal Government Offices, 1110 Houston Street, Laredo, Texas, at a place convenient and readily accessible to the public at all times. Said notice was posted on Friday, April 3, 2020 at 3:00 p.m.

Jose A. Valdez, Jr.
City Secretary

Public Hearings (also Intro Ord) 1.

City Council-Regular

Meeting Date: 04/06/2020

Initiated By: Rosario Cabello, Co-Interim City Manager

Staff Source: Tina Martinez, CD Director

SUBJECT

Public Hearing providing community residents an opportunity to comment on their housing and community needs and the projects they wish to see funded. Comments received will be made part of the City's 2020-2021 One Year Action Plan and 2020-2024 Five Year Consolidated Plan that will outline how funding for the programs listed below, made available through the U.S. Department of Housing and Urban Development (HUD), will be utilized. Allocation amounts are as follows:

46th Action Year Community Development Block Grant (CDBG) \$3,850,188.00

2020-2021 HOME Investment Partnership Grant (HOME) \$1,167,858.00

2020-2021 Emergency Solutions Grant (ESG) \$327,812.00

The public may provide comments via this public hearing, by attending any public meeting location to fill out a survey, by calling our office at (956)795-2675, by sending an e-mail to cdcomments@ci.laredo.tx.us or by filling out a survey online in English at <https://www.surveymonkey.com/r/DDRZJFF> or in Spanish at <https://es.surveymonkey.com/r/Y6Z2JKC>.

Also for discussion and comment is the Fiscal Year (FY) 2018-2019 Consolidated Annual Performance Evaluation Report (CAPER) regarding the City's administration of HUD Programs.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

The City of Laredo is recognized as an entitlement City by HUD and is expecting to receive funding through the CDBG Program (\$3,850,188.00), the HOME Program (\$1,167,858) and the ESG Program (\$327,812.00). The award of this year's funding is contingent on the submission and approval of a One Year Action Plan that specifically details the activities/projects to be funded with HUD program funds and the Five Year Consolidated Plan. One of the requirements of the Consolidated Planning process is

that a public hearing be held to allow interested persons the opportunity to comment on needs and the projects they wish to see funded with HUD entitlement funds. In addition to this public hearing, surveys will be collected at various sites to obtain public comments, online through the Survey Monkey platform and via e-mail. All comments received will be considered in the preparation of the 2020-2021 One Year Action Plan and 2020-2024 Five Year Consolidated Plan. It is also a requirement that a public hearing be held annually to discuss the City's performance in the administration of HUD program funds. The report period that was reviewed extended from October 1, 2018 to September 30, 2019.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

That this public hearing be held.

Fiscal Impact

Fiscal Year: 2020-2021

Budgeted Y/N?: Y

Source of Funds: CDBG

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

46th AY CDBG Grant \$3,850,188.00

Fiscal Year: 2020-2021

Budgeted Y/N?: Y

Source of Funds: HOME

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

2020 HOME Grant \$1,167,858.00

Fiscal Year: 2020-2021

Budgeted Y/N?: Y

Source of Funds: ESG

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

2020 Emergency Solutions Grant \$327,812.00

Attachments

2020 Public Meetings Schedule

2018-2019 CAPER - HUD Approval Letter

Date	Time	Location
Friday, April 3, 2020	9:00 am - 11:00 am	Laredo Housing Authority 2000 San Francisco
Monday, April 6, 2020	9:00 a.m. - 11:00 a.m.	Downtown Senior Center 1212 Matamoros
	5:00 p.m. - 7:00 p.m.	Haynes Health & Wellness Center 2102 Clark Crossing Blvd.
Tuesday, April 7, 2020	3:30 - 5:30 p.m.	MOS Branch Library 1920 Palo Blanco St.
Wednesday April 8, 2020	3:30 - 5:30 p.m.	Laredo Public Library - Main 1120 E. Calton Rd.
Thursday, April 9, 2020	9:00 am - 11:00 am	Bethany House 817 Hidalgo St.



U.S. Department of Housing and Urban Development
OFFICE OF FIELD POLICY AND MANAGEMENT
San Antonio Field Office, Region VI
H.F. Garcia Federal Building/U.S. Courthouse
615 E. Houston Street, Suite 347
San Antonio, Texas 78205-3601
Telephone: (210) 475-6806 / Fax: (210) 472-6825
www.hud.gov www.espnal.hud.gov



February 10, 2020

The Honorable Pete Saenz
Mayor, City of Laredo
1110 Houston Street
Laredo, Texas 78040

SUBJECT: Consolidated Annual Performance and Evaluation Report (CAPER)
Reporting Period: October 1, 2018 through September 30, 2019

Dear Mayor Saenz:

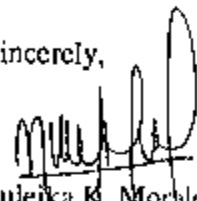
We are providing you with a copy of our assessment of the City of Laredo's Consolidated Annual Performance and Evaluation Report (CAPER) for Program Year 2018. Please express our appreciation to Ms. Maria Martinez and the Laredo Financial staff for preparing this important document and submitting the required information on time.

The information provided in the CAPER enables us to assess the community's management of program funds in delivering benefits to the intended low and moderate-income individuals. We also review the data to determine the City's compliance of funded activities with regulatory and statutory requirements and to measure the progress made in implementing the programs of the City's Consolidated Plan.

The results of the evaluation are included in the enclosed report. If you have any questions, please contact Ms. Elva F. Garcia, Director, Community Planning and Development Office at (210) 475-6866.

Please feel free to contact me at (210) 475-6806, if we may be of service on any HUD programs. We look forward to our continued collaboration to serve our mutual customers.

Sincerely,


Zuleika R. Morales-Romero
Field Office Director

Enclosure

cc: Rosario C. Cabello, Interim Co-City Manager
Maria Tina Martinez, CD Director



U.S. Department of Housing and Urban Development
San Antonio Field Office, Region VI
Office of Community Planning and Development
H.J. Garcia Federal Building/U.S. Courthouse
615 E. Houston Street, Suite 347
San Antonio, Texas 78205-3601
Phone: (210) 473-6806 Fax: (210) 472-6825
www.hud.gov www.espnol.hud.gov

February 10, 2020

Ms. Rosario C. Cabello
Interim Co-City Manager, City of Laredo
1110 Houston Street
Laredo, Texas 78040

Dear Ms. Cabello,

SUBJECT: Consolidated Annual Performance and Evaluation Report (CAPER)
Program year (PY) 2018
Period from 10/01/2018 through 09/30/2019

Thank you for the submission of your Consolidated Annual Performance and Evaluation Report as required at 24 CFR 91.520 of the Consolidated Plan requirements. The purpose for submitting an annual report is to present what your community has accomplished with grant funds and other leveraged resources during the program year and to allow the Department, local officials, and the public to arrive at conclusions concerning the City's overall performance.

Under the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, HUD is required to review and make a formal determination at least once a year that each grant recipient is in compliance with the statutes and has the capacity to continue implementing and administering the programs for which grants have been provided. The purpose of this letter is to report the results of our review.

Periodically we may question some projects/activities and subsequently request the submission of supporting documentation or additional clarification. However, it is the responsibility of the City to properly document project files to ensure activities meet relevant program rules and requirements, and that project documentation supports such determinations.

The City shall have 30 days from the date of this report to review and comment on its contents. After the 30-day period, HUD will make the report complete, with any revisions readily available to interested citizens and groups. Action items, if any, cited in this report would require a follow-up submission within the 30-day timeframe, unless otherwise noted in the Action Item.

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

We acknowledge the City of Laredo's efforts in managing their activities. In our analysis and review of your CAPER, we focused on your overall performance from planning to the implementation of locally identified activities. In addition, we reviewed the management of

program funds in delivering benefits to the intended low and moderate-income beneficiaries in a timely, efficient, and effective manner.

New CDBG funding made available during the program year was \$3,729,949. An indicator of the City's ability to carry out its CDBG activities in a timely manner as required in 24 CFR 570.902(a)(1)(i), is that sixty days prior to the end of the current program year, the amount of entitlement grant funds available but undisbursed by the U.S. Treasury is not more than 1.5 times the entitlement grant amount for its current program year. Accordingly, a timeliness ratio test was conducted on August 2, 2019 that showed the City's timeliness ratio was 1.23, which was within the recommended ratio. We congratulate the City for the continuous timely delivery of services to the citizens of Laredo and encourage the City's community development staff to continue to monitor, on a monthly basis, the City's progress in meeting new targeted fund balances and goals across its CDBG projects.

Based on the CAPER narrative and the IDIS PR09, Program Income Details report, the City receipted CDBG Program Income during the CAPER reporting period; the total amount receipted was \$19,037.04 with draws during the same reporting period of \$448,187. We strongly encourage the City to continue to explore other eligible housing activities that will increase use of these funds. With ongoing increasing lack of affordable housing in Laredo, HUD continues to encourage the City to expend its Program Income funds in an expedient manner to address the needs of the community. Our office will continue to monitor how quickly the City expends these funds on eligible activities and compliance with remitting interest earned on RL fund balances. As per 2 CFR Part 200.305(b)(9), effective December 26, 2014, payment for interest earned on Revolving Loan Fund cash balances are no longer paid to HUD and should be remitted annually to the Department of Health and Human Services. The final guidance in 2 CFR Part 200.305(b)(9) also states that Interest amounts up to \$500 per year may be retained by the non-Federal entity for administrative expense. Please ensure the recordkeeping requirements are being met to properly document interest earned and administrative expenses.

A review of the City's 2018 CDBG Financial Summary (PR26) Report and the LOCCS Reconciliation Worksheet remains underway. There were no inconsistencies identified with the CDBG Financial Summary Report during the review.

Grant-based Accounting implements two distinct compliance tests under 24 CFR Part 570.200(g) for planning and administration funds: (1) The existing program year obligation test (570.200(g)(2)) (2) An origin year expenditure test (570.200(g)(1)). The grantee must pass both tests to be in compliance. The CAPER showed that 15.65 percent of CDBG funds were obligated for planning and administration and 15.91 percent was expended for the origin year. The City is in compliance with both tests.

The CAPER also showed that 4.74 percent was obligated for public service activities. This percentage is within the regulatory cap of 15 percent for public services.

The City utilized 90.39 percent of funds for activities benefiting low and moderate-income persons, well over the 70% statutory requirement. We congratulate the City for its performance and dedication to serving low and moderate-income persons.

HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)

HUD published an Interim Final Rule on December 2, 2016 implementing a grant-specific method of determining compliance with the statutory 24-month deadline for committing HOME funds. The interim rule was effective on January 3, 2017. See attached addendum "HOME Grant-Based Accounting Interim Rule Summary" for information about the changes to HOME Program Commitment Requirement Interim Final Rule.

In program year 2018, the City of Laredo's HOME program was allocated \$1,178,458. Program funds were utilized to carry out activities including new housing construction for first-time homebuyers; homebuyer assistance; tenant based rental assistance and the provision of rental housing. The activities undertaken during this reporting period were consistent with the affordable housing strategy identified in the City's 5-Year Consolidated Plan and its 2018 Annual Action Plan.

The HOME "Dashboard" report shows the City's cumulative use of HOME funds has produced 1931 units distributed 97 percent to eligible first-time homebuyers and 3 percent for rental assistance activities. The Department acknowledges the progress made by the City in meeting the affordable housing needs of low-to-moderate income persons.

A SNAPSHOT of the City's HOME program performance, as of September 30, 2019, indicates that in comparison to other Participating Jurisdictions (PJs) with rental activities in the State, the City ranked 8 out of 39. This SNAPSHOT report shows the performance of a HOME PJ by category, as follows:

	<u>City's Performance</u>	<u>State Average</u>
Funds Committed	95.58%	96.38%
Funds Disbursed	92.95%	91.91%
Completed CHDO Disbursements to All CHDO Reservations	87.63%	92.01%
Completed Rental Disbursements to All Rental Commitments	100%	96.29%

The City is commended for exceeding the average performance levels in the key performance categories listed.

As a reminder, the HOME final rule at 24 CFR 92.502(d)(1) requires PJs to enter project completion information into IDIS within 120 days of making a final draw for a project (completion data includes beneficiary data, including income and racial composition of housing occupants). The City's HOME Open Activities report dated November 30, 2019 was reviewed and found no activities notated in a fully drawn status in excess of 120 days.

As indicated in the CAPER narrative, due to certain "distress factors" the City's HOME Match obligation has been fully waived.

Based on the CAPER narrative and review of IDIS HOME PR09, the City receipted Program Income in the amount of \$359,662 and disbursed \$113,518 during the FY2018 reporting

period. Participating Jurisdictions must expend program income in accordance with the HOME Program requirements found at 24 CFR 92.503 – Program Income, Repayments, and Recaptured Funds prior to drawing entitlement funds from IDIS.

We continue to strongly encourage the City to explore other eligible housing activities that will increase use of these funds. With increasing lack of affordable housing in Laredo, the City is encouraged to expend its Program Income funds in an expedient manner to address the needs of the community. HOME reports cited in this CAPER review are available for review at: <http://www.hud.gov/offices/cpd/affordablehousing/reports/>.

EMERGENCY SOLUTIONS GRANT PROGRAM (ESG)

In FY2018 the City of Laredo received ESG program funds in the total amount of \$306,204. The allocation of funds is subject to the Interim Rule, dated December 5, 2011, which amends the regulations at 24 CFR Part 576 that will govern, as revised, the Emergency Solutions Grants program.

ESG funds must be fully expended within twenty-four months to avoid de-obligation. To determine compliance with this requirement we assess whether previous year funds were expended by the deadline date of September 30, 2019. In PY 2017 the City received an ESG grant allocation of \$309,407. A review of IDIS PR91 report evidenced that FY2017 funds in the amount of \$309,407 were fully expended prior to the deadline date.

Activities undertaken by the City during this reporting period were found to be consistent with the homeless assistance strategy identified in the City's 2015-2019 Consolidated Plan and its FY2018 Action Plan (AP). Based on our review of the City's submission, its FY2018 program funds were utilized for the following activities: Street Outreach, Emergency Shelter, Rapid Re-Housing, Homeless Prevention, HMIS and Administration.

Funds used for street outreach and emergency shelter activities are capped at 60 percent. This amount may not exceed the greater of: 1) 60 percent of the City's overall grant for FY2018; or the amount of FY2010 ESG funds committed for homeless assistance activities. The IDIS PR91 Report displayed 45.68% to be expended for street outreach and emergency shelter activities at which is within the required cap.

Funds that may be spent on administrative activities are 7.5 percent of the recipient's ESG grant. Employee compensation and other overhead costs directly related to carrying out eligible activities are eligible costs of those activities and not subject to the expenditure limit. The IDIS PR91 report for FY2018 displayed a total of \$16,490 to be expended on administrative costs at 5.39% which is within the required cap.

We wish to thank the City of Laredo and its dedicated staff for the continued effort of providing shelter and other services to its homeless clients and those at risk of becoming homeless.

Other Action(s)

Citizen Participation - For performance reporting the citizen participation requirements outlined in the Consolidated Plan rules at 24 CFR 91.105(d)(1), requires the City to provide citizens a period of not less than 15 days to receive comments on the performance report that is to be submitted to HUD. The City has complied with this requirement by publishing the CAPER for comment beginning December 2, 2019 through December 16, 2019. Based on the CAPER narrative no verbal or in-writing public comments were received.

Self-Evaluation - The self-evaluation and subsequent action assure us that the City is indeed reviewing program delivery and impact and assessing how it might meet the priority needs and specific objectives in the low-to-moderate income communities more effectively. It is evident that, through the development of the CAPER, the City has assessed its progress in meeting the goals of its 5-Year Consolidated Plan (CP).

Monitoring - We acknowledge the City's continued method and frequency of monitoring its program activities. The CAPER indicates that the City of Laredo's monitoring process involves ongoing communication and evaluation of subrecipient and City Departments administering CDBG funded activities to ensure compliance with the executed agreements, HUD regulations and other Federal, State or local codes and statutes. City's Community Development staff conducted annual self-monitoring reviews on all City Departments that oversee CDBG funded projects and annual on-site monitoring reviews of subrecipients of Emergency Shelter Grant (ESG) and Home Investment Partnership (HOME) Program funds. On-site monitorings were conducted to determine correct project eligibility and ensure projects are being carried out in a timely manner. Community Development staff also ensured that all Labor Standard requirements were met, and appropriate compliance documentation was obtained for all construction projects. In addition, staff conducted project file reviews to make sure project files contained appropriate support documentation of all actions performed.

IDIS - As you know, IDIS is the reporting system HUD has to measure the results and demonstrate the effectiveness of its programs to our elected officials and the public. Accurate accomplishment and performance measurement data are critically important to ensure those results are not undercounted or misrepresented. The information contained in the IDIS and its reports provide an ongoing opportunity to review performance. In reviewing IDIS reports during the course of this review, it is noted that project activities have been updated.

We would like to note that on November 27, 2012, the City was informed of IDIS Release Version 11.4 that implemented several changes for CDBG Grantees.

As a result of these new changes, the City must pay close attention to IDIS PR59 Report titled, "CDBG Activities at Risk Dashboard". This report will identify CDBG activities that are at risk/flagged and require a remediation plan to remove the flag. The report will also identify those activities that are close to becoming at risk/flagged thus providing the City an opportunity to fix the deficiencies before that activity moves into the at risk/flagged category. Based on the review of the PR59 Report dated February 3, 2020, the City has **1 activity flagged as Pending At-Risk (#3249)**. We request that the City continue to monitor this report to ensure these CDBG activities are progressing and funds are drawn in a timely manner. Overall, City staff is doing a very good job in monitoring this report and keeping activities from becoming at risk to a minimum.

On May 9, 2014 All CPD Formula Grantees were notified of system and regulatory changes to eliminate First-in-First-out (FIFO) accounting in the Integrated Disbursement and Information System (IDIS). The changes will affect the administration of the following block grant programs: Community Development Block Grants; HOME Investment Partnerships; Emergency Solutions Grants; and Housing Opportunities for Persons with AIDS. Beginning with the FY2015 allocations, IDIS will specifically tie activity funding/commitments to activity draws and to a specific grant or grants. HUD continues to develop and release resources and tools to assist grantees throughout the transition. These resources and tools are made available and can be accessed through the HUD exchange website at www.hudexchange.info.

FAIR HOUSING AND EQUAL OPPORTUNITY (FHEO)

A primary goal of the Department is to reduce housing discrimination, affirmatively further fair housing through CPD programs and promote diverse, inclusive communities. To that end, we encourage your community to take all measures necessary to ensure compliance with the Fair Housing requirements associated with these funds. A copy of your Consolidated Annual Performance and Evaluation Report (CAPER) was provided to the Office of Fair Housing and Equal Opportunity for review. Comments from that review are as follows – no response is required:

1. The Grantee is reminded that the activities proposed during the planning year demonstrate progress in addressing the identified needs of people with disabilities.
2. The Grantee is reminded that people with disabilities and female-headed households should also benefit from the Grantee's direct benefit activities in relative proportion to their representation in the Grantee's population.

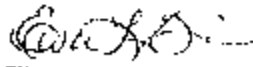
If you have any questions regarding this review, please contact C. Cortez at (210) 475-6882 and at gris.cortez@hud.gov.

CONCLUSION

In conclusion, as a result of our analysis, we have determined that the City of Laredo's overall progress is satisfactory. This determination is based upon the information available to this office and does not give automatic approval to specific projects identified, as this can only be done through on-site review or specific requests for determinations of eligibility submitted to our office.

We look forward to our continued partnerships and working with you and your staff. We wish the City of Laredo continued success in meeting its housing and community development needs during the next program year. If you have any questions or comments with respect to this letter, please contact Valicia Cisneros, Senior CPD Representative at (210) 475-6848 or by e-mail at valicia.a.cisneros@hud.gov.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Elva F. Garcia'.

Elva F. Garcia, Director
Office of Community Planning
and Development

cc: The Honorable Pete Saenz, Mayor
Ms. Maria Tina Martinez, Community Development Director

Public Hearings (also Intro Ord) 2.

City Council-Regular

Meeting Date: 04/06/2020

Initiated By: Rosario Cabello, Co-Interim City Manager

Staff Source: Tina Martinez, CD Director

SUBJECT

Public Hearing requesting public comments regarding a partial change of use of a Community Development Block Grant (CDBG) purchased tract of land. The property located at 3712 U.S. Highway 83 South in Laredo, Texas 78046 which was originally purchased with Federal funds (CDBG) was acquired as a public facility activity and will now also serve as a public improvement activity. The City is required by the U.S. Department of Housing and Urban Development to request and receive public comments on the proposed changes in use.

The partial change of use will allow for this road to provide access to a future recreational development but also share this tract of land for use as an entrance and exit for a residential subdivision.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

The tract of land was acquired with Community Development Block Grant (CDBG) funds in the year 2011 to provide access for future recreational development.

The City was approached by a developer interested in using a portion of this tract of land as an entrance and exit for a residential subdivision. For this reason, the City is proposing a change of use by allowing a portion of the property to be for use for access to a future recreational development as well as for access for residential purposes.

The City is required by the U.S. Department of Housing and Urban Development (HUD) to request and receive public comments on the proposed change in use. The comment period begins today, April 6th, 2020 and ends at 5:00 p.m. on May 6th, 2020. Information on the proposed change in use is available at the Department of Community Development, located at 1301 Farragut, 3rd Floor, East Wing, Monday through Friday from 8:00 a.m. to 5:00 p.m. Comments may be made by contacting the

Department of Community Development at (956)795-2675, and written comments may be directed to Ms. Tina Martinez, Community Development Director, City of Laredo, P.O. Box 1276 (or) 1301 Farragut, Transit Center, 3rd Floor, East Wing, Laredo, TX 78042, (or) Via e-mail at cdcomments@ci.laredo.tx.us.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

That the public hearing be held.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

No financial impact

Public Hearings (also Intro Ord) 3.

City Council-Regular

Meeting Date: 04/06/2020

Initiated By: Rosario Cabello, Co-Interim City Manager

Staff Source: Hector F. Gonzalez, MD, MPH, Director of Health

SUBJECT

Public Hearing and Introductory Ordinance ratifying the execution of a contract amendment from the Texas Department of State Health Services (DSHS), in the amount of \$117,500.00, for a total of \$373,125.00 for the City of Laredo Health Department (CLHD) Healthy Texas Mothers and Babies (HTMB) Program to promote maternal child health services, women's health and well-being for the term from September 1, 2020 through August 31, 2021.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On August 5, 2019, City Council approved Ordinance 2019-O-104.

BACKGROUND

The Texas Department of State Health Services contracts with the City of Laredo to provide public health services to residents of Laredo through the City of Laredo Health Department (CLHD). Through this partnership, the City of Laredo Health Department will coordinate the Healthy Texas Mothers and Babies Community Coalitions (HTMBCC) initiative and collaborate with community partners and stakeholders to strengthen local capacity and community partnerships in Webb County, to improve maternal and child prenatal and birth outcomes as well as women's health services and reduce disparities in women's health and infant mortality rates towards achievement of Healthy People 2020 goals.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that City Council introduce the Ordinance.

Fiscal Impact

Fiscal Year:

2020

Budgeted Y/N?:

Source of Funds: DSHS

Account #: 226-6027

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The revenue line item 226-0000-323-4090 and the expenditure division 226-6027 with Project Number HETB07 will increase by \$50,000.00 and the revenue account 226-0000-372-1000 and expense account 226-6801-544-9900 will decrease by \$50,000.00. The total budget remains the same.

Attachments

Contract

2020-R-056

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS000085000001
AMENDMENT NO. 3**

The **DEPARTMENT OF STATE HEALTH SERVICES** ("System Agency" or "DSHS") and **CITY OF LAREDO HEALTH DEPARTMENT** ("Grantee"), each a "Party" and collectively the "Parties," to that certain grant contract effective February 15, 2018 and denominated DSHS Contract No. HHS000085000001 (the "Contract"), as amended, now desire to further amend the Contract.

WHEREAS, the System Agency has chosen to exercise its option to renew the Contract in accordance with Section III, of the Contract, **Duration**; and

WHEREAS, the Parties desire to revise the Budget and add funds for the period beginning September 1, 2020, through August 31, 2021 ("Fiscal Year 2021");

NOW, THEREFORE, the Parties hereby amend and modify the Contract as follows:

1. **SECTION IV** of the Contract Signature Document, **BUDGET**, is hereby amended to add **\$117,500** in federal funds for a revised total not to exceed amount of **\$373,125.00** in federal funds. All expenditures under the Contract for Fiscal Year 2021, will be in accordance with **ATTACHMENT B-3**.
2. **ATTACHMENT B-2** of the Contract, **BUDGET**, is hereby supplemented with the addition of the **ATTACHMENT B-3, BUDGET**.
3. **ATTACHMENT G-2 – FFATA CERTIFICATION**, is hereby added to the Contract.
4. This Amendment shall be effective upon September 1, 2020.
5. Except as amended and modified by this Amendment, all terms and conditions of the Contract, shall remain in full force and effect. In the event of a conflict between the Contract and the terms of this Amendment, the terms of this Amendment shall control.
6. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 3
DSHS CONTRACT NO. HHS000085000001**

DEPARTMENT OF STATE HEALTH SERVICES CITY OF LAREDO HEALTH DEPARTMENT

Date of Signature : _____

Date of Signature : _____

**THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THE
CONTRACT:**

**ATTACHMENT B-3 - BUDGET
ATTACHMENT G-2 – FFATA CERTIFICATION**

**ATTACHMENT B-3
BUDGET**

Budget Categories	Fiscal Year 2021 Budget Summary
Personnel	\$42,745.00
Fringe Benefits	\$24,146.00
Travel	\$1,038.00
Equipment	\$0.00
Supplies	\$4,602.00
Contractual	\$36,060.00
Other	\$8,909.00
Sum of Direct Costs	\$117,500.00
Indirect Costs	\$0.00
Sum of Total Direct Costs and Indirect Costs	\$117,500.00
TOTAL	\$117,500.00

RESOLUTION 2020-R-056

RATIFYING THE EXECUTION OF A CONTRACT AMENDMENT FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES (DSHS), IN THE AMOUNT OF \$117,500.00, FOR A TOTAL OF \$373,125.00 FOR THE CITY OF LAREDO HEALTH DEPARTMENT (CLHD) HEALTHY TEXAS MOTHERS AND BABIES (HTMB) PROGRAM TO PROMOTE MATERNAL CHILD HEALTH SERVICES, WOMEN'S HEALTH AND WELL-BEING FOR THE TERM FROM SEPTEMBER 1, 2020 THROUGH AUGUST 31, 2021.

WHEREAS, the Texas Department of State Health Services contracts with the City of Laredo to provide public health services to residents of Laredo through the City of Laredo Health Department (CLHD); and

WHEREAS, through this partnership, the City of Laredo Health Department will coordinate the Healthy Texas Mothers and Babies Community Coalitions (HTMBCC) initiative and collaborate with community partners and stakeholders to strengthen local capacity and community partnerships in Webb County, to improve maternal and child prenatal and birth outcomes as well as women's health services and reduce disparities in women's health and infant mortality rates towards achievement of Healthy People 2020 goals.

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

Section 1: The City Manager is hereby authorized to ratify and execute a contract amendment from the Texas Department of State Health Services (DSHS) in the amount of \$117,500.00 for a total of \$373,125.00 for the City of Laredo Health Department (CLHD) Healthy Texas Mothers and Babies (HTMB) Program to promote maternal child health services, women's health and well-being for the term from September 1, 2020 through August 31, 2021.

Section 2: The revenue line item 226-0000-323-4090 and the expenditure division 226-6027 with Project Number HETB07 will increase by \$50,000.00 and the revenue account 226-0000-372-1000 and expense account 226-6801-544-9900 will decrease by \$50,000.00. The total budget remains the same.

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

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

**PETE SAENZ
MAYOR**

ATTEST:

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

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

**RICARDO BENAVIDES III
ASSISTANT CITY ATTORNEY**

Public Hearings (also Intro Ord) 4.

City Council-Regular

Meeting Date: 04/06/2020

Initiated By: Robert A. Eads, Co-Interim City Manager

Initiated By: Robert A. Eads, City Manager

Staff Source: Ana L Rodriguez, Municipal Court Clerk

SUBJECT

Public Hearing and Introductory Ordinance amending Ordinance 2006-O-288 Subsection (k) Section 20-37 of the City of Laredo Code of Ordinance and authorizing the City Manager to execute an Interlocal Cooperation Contract with the Texas Department of Public Safety. The amendment lowers the payment reimbursement fee from \$30.00 dollars to ten \$10.00 dollars.

PREVIOUS COUNCIL ACTION

On November 20, 2006, Ordinance 2006-O-288 authorized an Interlocal Cooperation Contract with the Texas Department of Public Safety adopting Chapter 706 Transportation Code "Denial of Renewal of License for Failure to Appear" and authorizing the collection of a \$30.00 administrative fee per case reported as per section 706.006 Transportation Code.

BACKGROUND

Chapter 706, Section 706.002 (a), Transportation Code, allows the City of Laredo, a political subdivision, to contract with the Texas Department of Public Safety (TDPS) to provide information necessary to deny renewal of the Texas drivers license of a person who fails to appear for a complaint or citation or fails to pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the court in a matter involving any offense that the court has jurisdiction of under Chapter 4, Code of Criminal Procedure.

Chapter 706.006 of the Texas Transportation Code is being amended to lower the administrative fee of ten (\$10.00) Dollars. The fee change requires a new interlocal cooperation contract with the Texas Department of Public Safety to reflect the new fee amounts to be collected.

The change in the administrative fee has no effect on city revenue. From the initial fee of \$30.00 per case, \$20.00 was remitted to the state, \$6.00 was the Omnibase fee and \$4.00 was retained by the City. The new fee of \$10.00 eliminates the state's \$20.00 fee; therefore, no effect on City revenue.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends approval.

Fiscal Impact

Fiscal Year: 2020
Budgeted Y/N?: Y
Source of Funds: Failure to Appear Fees
Account #: 101-0000-341-2086
Change Order: Exceeds 25% Y/N: N

FINANCIAL IMPACT:

No financial impact.

Attachments

DPS Interlocal Coop Contract
DPS Interlocal Coop Contract

ORDINANCE NO. 2020-O-_____

AMENDING ORDINANCE 2006-O-288 SUBSECTION (K) SECTION 20-37 OF THE CITY OF LAREDO CODE OF ORDINANCE AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL COOPERATION CONTRACT WITH THE TEXAS DEPARTMENT OF PUBLIC SAFETY, ATTACHED HERETO AS EXHIBIT "A". THE AMENDMENT LOWERS THE PAYMENT REIMBURSEMENT FEE TO TEN (\$10.00) DOLLARS.

WHEREAS, The City of Laredo adopted Chapter 706 of the Texas Transportation Code through Ordinance No. 2006-O-288 which added Section 20-37, subsection (k) – Denial of Renewal of License for Failure to Appear to the City of Laredo Code of Ordinances; and

WHEREAS, Ordinance No. 2006-O-288 authorized the execution of an Interlocal Cooperation Contract with the Texas Department of Public Safety; and

WHEREAS, Section 706.006 of the Texas Transportation Code has been amended to lower the reimbursement fee to Ten (\$10.00) Dollars. The fee change requires a new interlocal cooperation contract with the Texas Department of Public Safety to reflect the new fee amounts to be collected.

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

1. Subsection (k) of Section 20-37 of the City of Laredo Code of Ordinances is hereby amended as follows to lower the Omni reimbursement fee to Ten (\$10.00) Dollars:

“Sec. 706.006. PAYMENT OF REIMBURSEMENT FEE. (a) Except as provided by Subsection (d), a person who fails to appear for a complaint or citation for an offense described by Section 706.002(a) shall be required to pay a reimbursement fee of ~~\$30~~ \$10.00 for each complaint or citation reported to the department under this chapter, unless:”

2. The City Manager is hereby authorized to Execute the Interlocal Cooperation Contract with the Texas Department of Transportation attached hereto as Exhibit “A”.
3. This Ordinance shall become effective upon passage.
4. This Ordinance shall be published once in accordance with the provisions set forth in Section 2.09 (d) of the City Charter.

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

PETE SAENZ
MAYOR

ATTESTED

APPROVED AS TO FORM
KRISTINA L. HALE
CITY ATTORNEY

JOSE VALDEZ, JR.
CITY SECRETARY

ALYSSA CASTILLON
ASSISTANT CITY ATTORNEY

**Interlocal Cooperation Contract
Failure to Appear (FTA) Program**

State of Texas

County of _____

I. PARTIES AND AUTHORITY

This Interlocal Cooperation Contract (Contract) is entered into between the Department of Public Safety of the State of Texas (DPS), an agency of the State of Texas and the _____ Court of the [City or County] of _____ (Court), a political subdivision of the State of Texas, referred to collectively in this Contract as the Parties, under the authority granted in Tex. Transp. Code Chapter 706 and Tex. Gov't Code Chapter 791 (the Interlocal Cooperation Act).

II. BACKGROUND

As permitted under Tex. Transp. Code § 706.008, DPS contracts with a private vendor (Vendor) to provide and establish an automated FTA system that accurately stores information regarding violators subject to the provisions of Tex. Transp. Code Chapter 706. DPS uses the FTA system to properly deny renewal of a driver license to a person who is the subject of an FTA system entry.

III. PURPOSE

This Contract applies to each FTA Report submitted by the Court to DPS or its Vendor and accepted by DPS or its Vendor.

Court will supply information to DPS, through its Vendor, that is necessary to deny renewal of the driver license of a person who fails to appear for a complaint or citation or fails to pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court in a matter involving any offense that Court has jurisdiction of under Tex. Code Crim. Proc. Chapter 4.

IV. PERIOD OF PERFORMANCE

This Contract will be effective on the date of execution and will automatically renew on the anniversary date of execution for up to three additional years unless terminated earlier.

V. COURT RESPONSIBILITIES

A. Written warnings

A peace officer authorized to issue citations within the jurisdiction of the Court must issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning must be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the Court, the person may be denied

renewal of the person's driver license. The written warning may be printed on the citation or on a separate instrument.

B. FTA Report

An FTA Report is a notice sent by Court requesting a person be denied renewal in accordance with this Contract. The Court may submit an FTA Report to Vendor if a person fails to appear or fails to pay or satisfy a judgment as required by law. There is no requirement that a criminal warrant be issued in response to the person's failure to appear. The Court must make reasonable efforts to ensure that all FTA Reports are accurate, complete, and non-duplicative. The FTA Report must include the following information:

1. the jurisdiction in which the alleged offense occurred;
2. the name of the court submitting the report;
3. the name, date of birth, and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
4. the date of the alleged violation;
5. a brief description of the alleged violation;
6. a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
7. the date that the person failed to appear or failed to pay or satisfy a judgment; and
8. any other information required by DPS.

C. Clearance Reports

The Court that files the FTA Report has a continuing obligation to review the FTA Report and promptly submit appropriate additional information or reports to the Vendor. The clearance report must identify the person, state whether or not a fee was required, and advise DPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted immediately, but no later than two business days, from the time and date that the Court receives appropriate payment or other information that satisfies the person's obligation to that Court.

To the extent that a Court uses the FTA system by submitting an FTA Report, the Court must collect the statutorily required \$10.00 reimbursement fee. If the person is acquitted of the underlying offense for which the original FTA Report was filed, the Court will not require payment of the reimbursement fee.

Court must submit a clearance report for the following circumstances:

1. the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
2. the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
3. the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
4. the payment or discharge of the fine and cost owed on an outstanding judgment of the Court; or

5. other suitable arrangement to pay the fine and cost within the Court's discretion.

DPS will not continue to deny renewal of the person's driver license after receiving notice from the Court that the FTA Report was submitted in error or has been destroyed in accordance with the Court's record retention policy.

D. Quarterly Reports and Audits

Court must submit quarterly reports to DPS in a format established by DPS.

Court is subject to audit and inspection at any time during normal business hours and at a mutually agreed upon location by the state auditor, DPS, and any other department or agency, responsible for determining that the Parties have complied with the applicable laws. Court must provide all reasonable facilities and assistance for the safe and convenient performance of any audit or inspection.

Court must correct any non-conforming transactions performed by the Court, at its own cost, until acceptable to DPS.

Court must keep all records and documents regarding this Contract for the term of this Contract and for seven years after the termination of this Contract.

E. Accounting Procedures

Court must keep separate, accurate, and complete records of the funds collected and disbursed and must deposit the funds in the appropriate municipal or county treasury. Court may deposit such fees in an interest-bearing account and retain the interest earned on such accounts for the Court.

Court will allocate \$6.00 of each \$10.00 reimbursement fee received for payment to the Vendor and \$4.00 for credit to the general fund of the municipal or county treasury.

F. Non-Waiver of Fees

Court will not waive the \$10.00 reimbursement fee for any person that has been submitted on an FTA Report, unless the person is deemed to be indigent, or the person is acquitted of the charges for which the person failed to appear.

Failure to comply with this section will result in: (i) termination of this Contract for cause; and (ii) the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

G. Litigation Notice

The Court must make a good-faith attempt to immediately notify DPS in the event that the Court becomes aware of litigation in which this Contract or Tex. Transp. Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision.

VI. PAYMENTS TO VENDOR

Court must pay the Vendor a fee of \$6.00 per person for each violation which has been reported to the Vendor and for which the Court has subsequently collected the statutorily required \$10.00 reimbursement fee. In the event that the person has been acquitted of the underlying charge or is indigent, no payment will be made to the Vendor or required of the Court.

Court agrees that payment will be made to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the Court.

DPS will not pay Vendor for any fees collected by Court.

VII. GENERAL TERMS AND CONDITIONS

- A. Compliance with Law.** The Court understands and agrees that it will comply with all local, state, and federal laws in the performance of this Contract, including administrative rules adopted by DPS.
- B. Contract Amendment.** DPS and Court may amend this Contract through a written amendment signed by an authorized signatory on behalf of the respective party.
- C. Notice.** The respective party will send the other party notice as noted in this section.

Court	Department of Public Safety
Attn.:	Enforcement & Compliance Service
Address:	5805 North Lamar Blvd.
Address:	Austin, Texas 78752-0001
Fax:	(512) 424-5311 [fax]
Email:	Driver.Improvement@dps.texas.gov
Phone:	(512) 424-7172

- D. Termination.** Either party may terminate this Contract with 30 days' written notice. DPS may also terminate this Contract for cause if Court doesn't comply with Section V.F., *Non-Waiver of Fees*. After termination, the Court has a continuing obligation to report dispositions and collect fees for all violators in the FTA system at the time of termination. Failure to comply with the continuing obligation to report will result in the removal of all

outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

VIII. CERTIFICATIONS

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

Court*

Department of Public Safety

Authorized Signature

Driver License Division Chief or Designee

Title

Date

Date

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Court. Each signature block must contain the person's title and date.

City Council-Regular

Meeting Date: 04/06/2020

Initiated By: Elvira H. Moreno

Staff Source: James Kirby Snideman, AICP, Director of Planning

SUBJECT

Public Hearing and Introductory Ordinance altering and extending the boundary limits of the City of Laredo by annexing additional territory of 0.84 acres, more or less, located west of Los Minerales-Annex Rd. and south of FM 1472/Mines Rd. providing for the effective date of the ordinance, authorizing the City Manager to execute a contract adopting a service plan for the annexed territory, and establishing the initial zoning of M-1 (Light Manufacturing District).

PREVIOUS COUNCIL ACTION

On January 21, 2020, the City Council directed staff to draft the Annexation Agreements and Service Plans for the voluntary annexation requests, referred to the Planning and Zoning Commission, and further authorized the City Manager to enter into Water Supply, Sanitary Sewer Service and Controlled Development Contracts with the owners of the eligible proposed annexation tracts.

BACKGROUND

Texas Local Government Code Section 43.063 require a public hearing before City Council. The public hearing was held on March 2, 2020. The petition for annexation was presented before the Planning and Zoning Commission on February 6, 2020. The petition for annexation will subsequently go before City Council for final reading of the ordinance on April 20, 2020. Tract 1 is as follows:

Voluntary Annexation:

Tract 1 - 0.84 acres, more or less, located west of Los Minerales-Annex Rd. and south of FM 1472/Mines Rd.

Petitioner: Elvira H. Moreno

COMMITTEE RECOMMENDATION

Planning and Zoning Commission recommended approval of the initial zoning for the annexation.

Planning and Zoning Commission recommended approval of the annexation.

IMPACT ANALYSIS:

The financial implication is outlined in the Annexation Feasibility Analysis.

Proposed Use: Industrial (M-1)

Site: Vacant undeveloped land.

Surrounding Land Uses: East of the property is a trailer yard used for storage of oilfield equipment. To the south are residential and commercial tracts. To the north are tracts used as trailer yards.

Comprehensive Plan: The Future Land Use Map identifies this tract as Agricultural/Rural.

Re: <https://www.cityoflaredo.com/Planning/assets/viva-laredo---city-of-laredo-comprehensive-plan.pdf#page=39>
Land Use Patterns pages 1.13 through 1.16.

Transportation Plan: The Long Range Thoroughfare Plan identifies FM1472/Mines Rd as an Expressway. Los

Minerales-Annex Rd. is not identified on the plan.

Re: https://www.cityoflaredo.com/Maps/GIS_MAPS/maps/Thoroughfare.pdf

Letter sent to surrounding property owners: 8 In Favor: 0 Opposed: 0

STAFF RECOMMENDATION

Planning and Zoning staff recommends approval of the initial zoning for the annexation.

Planning and Zoning staff recommends approval of the annexation.

M-1 (Light Manufacturing District):

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 the initial zoning contrary to the established land use pattern?

No. The land to the north, east and west is zoned AG (Agricultural District). The land to the south is unzoned.

Would the initial zoning create an isolated zoning district unrelated to surrounding districts?

Yes. The land to the north, east, and west is zoned AG. This tract is part of a larger tract to the north which was presented for a zone change to the Planning and Zoning Commission on February 20, 2020 from AG to M-1. The land to the south is unzoned.

Will the initial zoning adversely influence living conditions in the neighborhood?

No. The land uses to the south are a mix of residential and commercial uses.

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

N/A

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Calculations

Overview of Annexation Tracts

Tract 1 - Map

Tract 1 - 200 ft. Buffer

Tract 1 - Surrounding Zoning

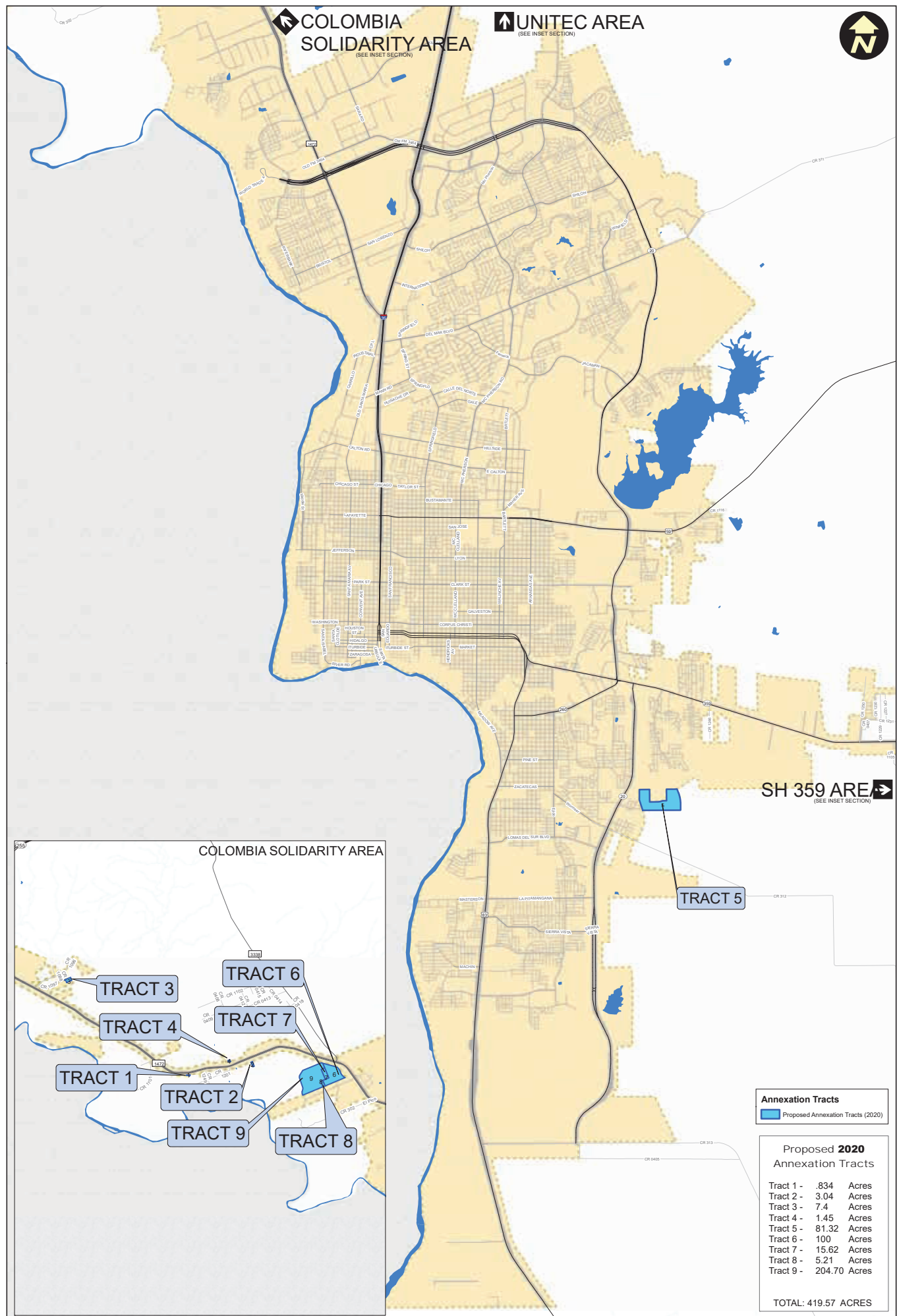
Tract 1 - Future Land Use Map

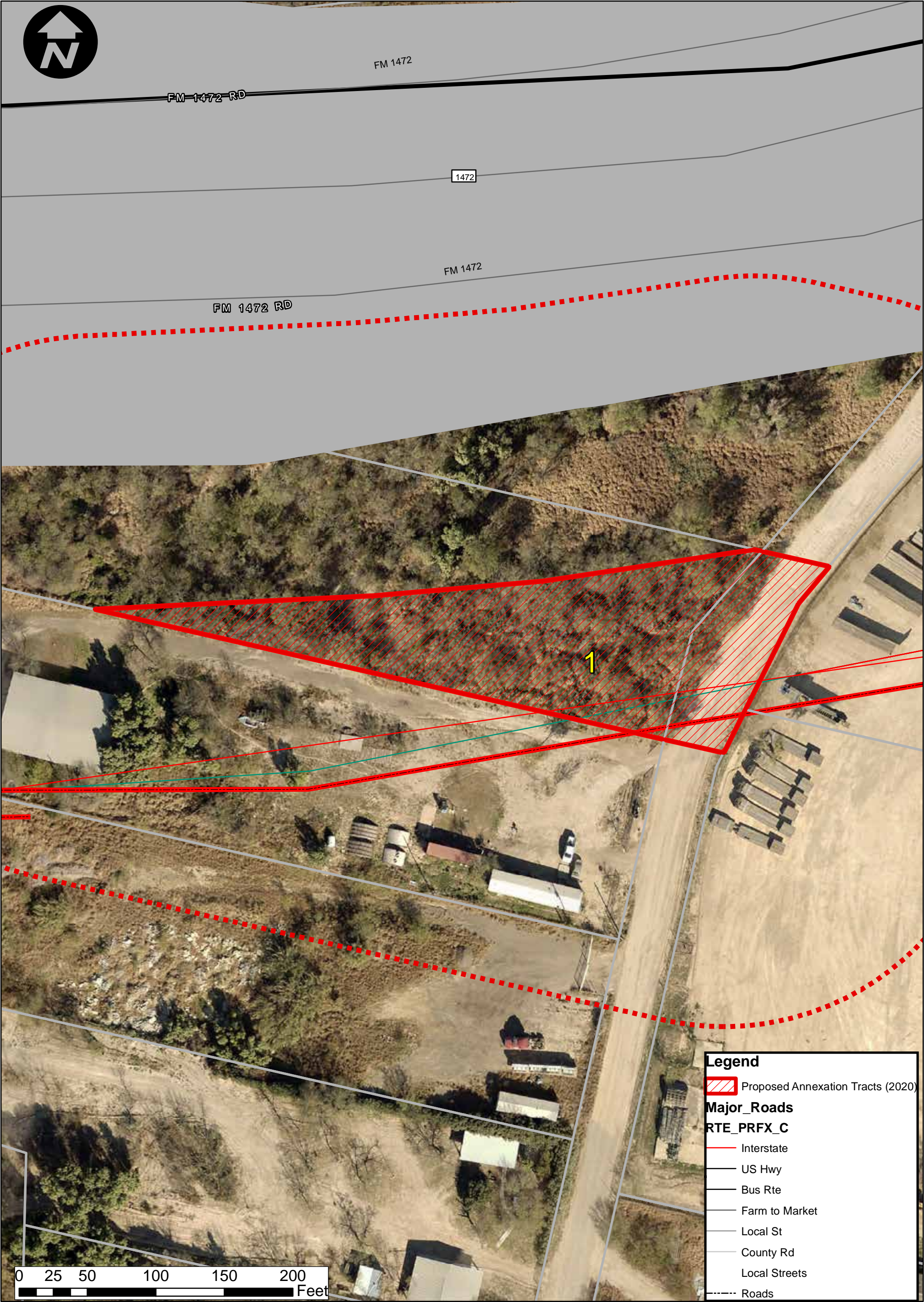
Tract 1 - Survey

Tract 1 - Metes and Bounds

Tract 1 - Annexation Agreement and Service Plan

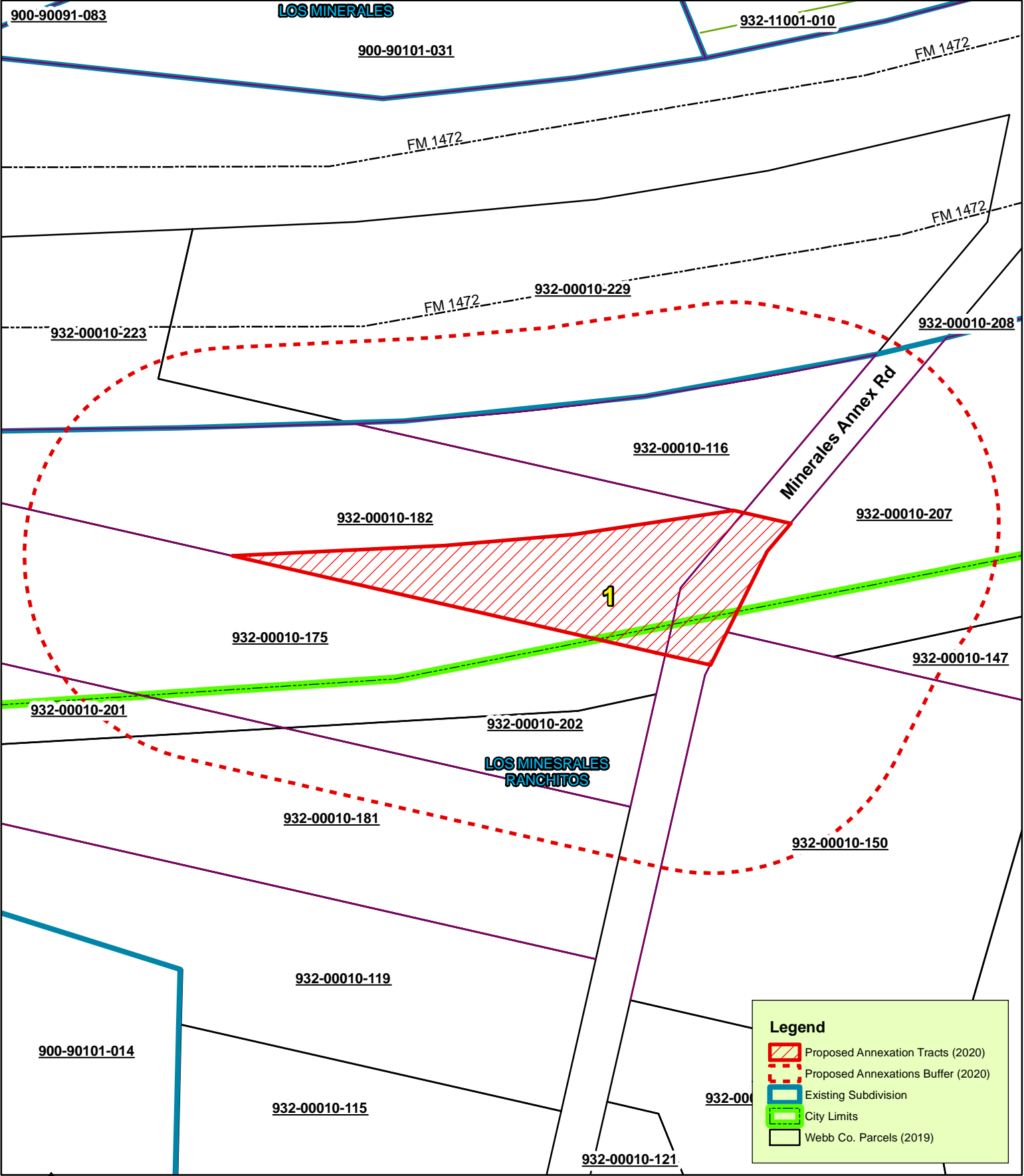
Tract 1 - Ordinance





ELVIRA H. MORENO TRACT

J.J. RUIZ



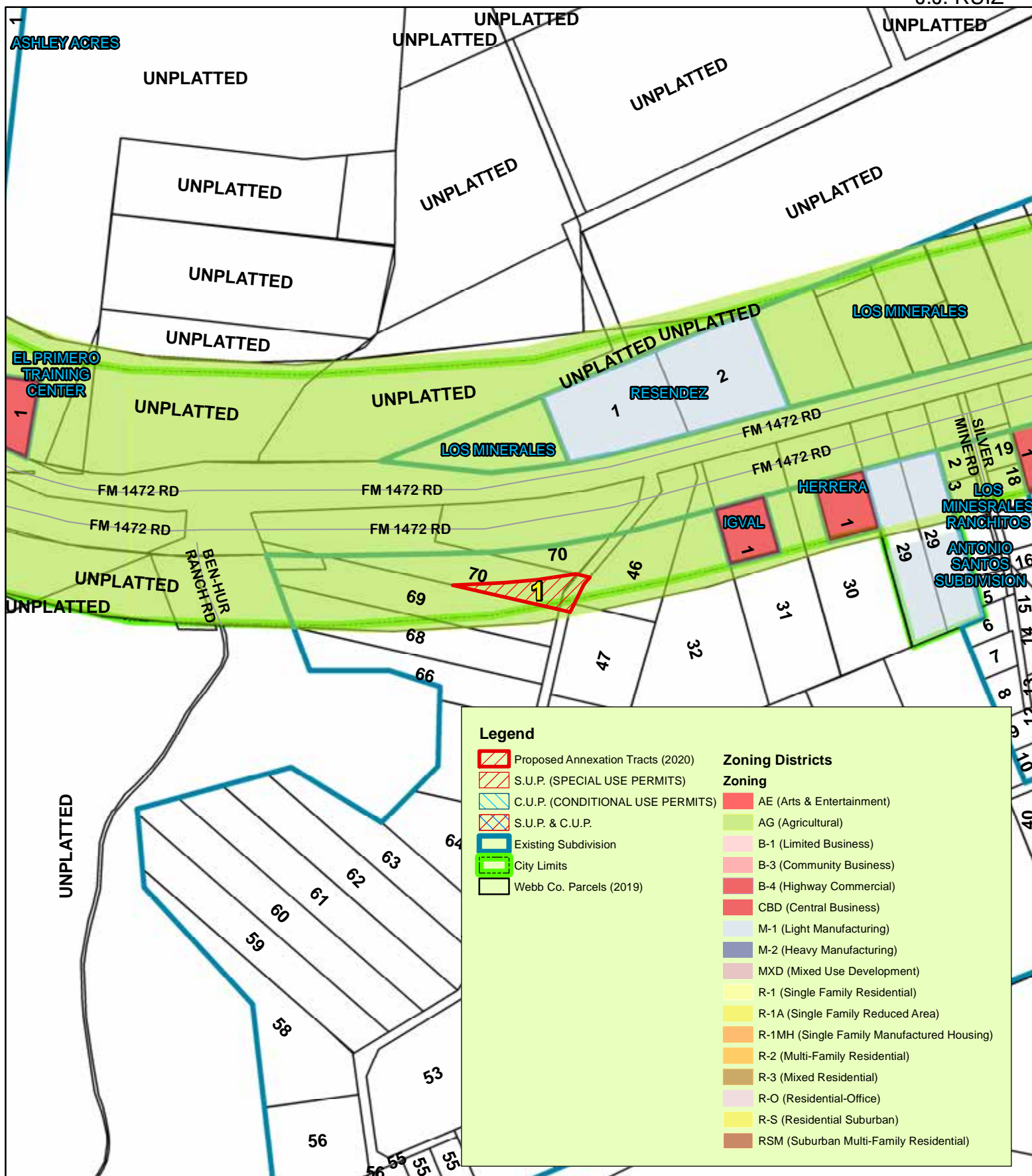
0 40 80 160 240 320 Feet

Legend

- Proposed Annexation Tracts (2020)
- Proposed Annexations Buffer (2020)
- Existing Subdivision
- City Limits
- Webb Co. Parcels (2019)

ELVIRA H. MORENO TRACT

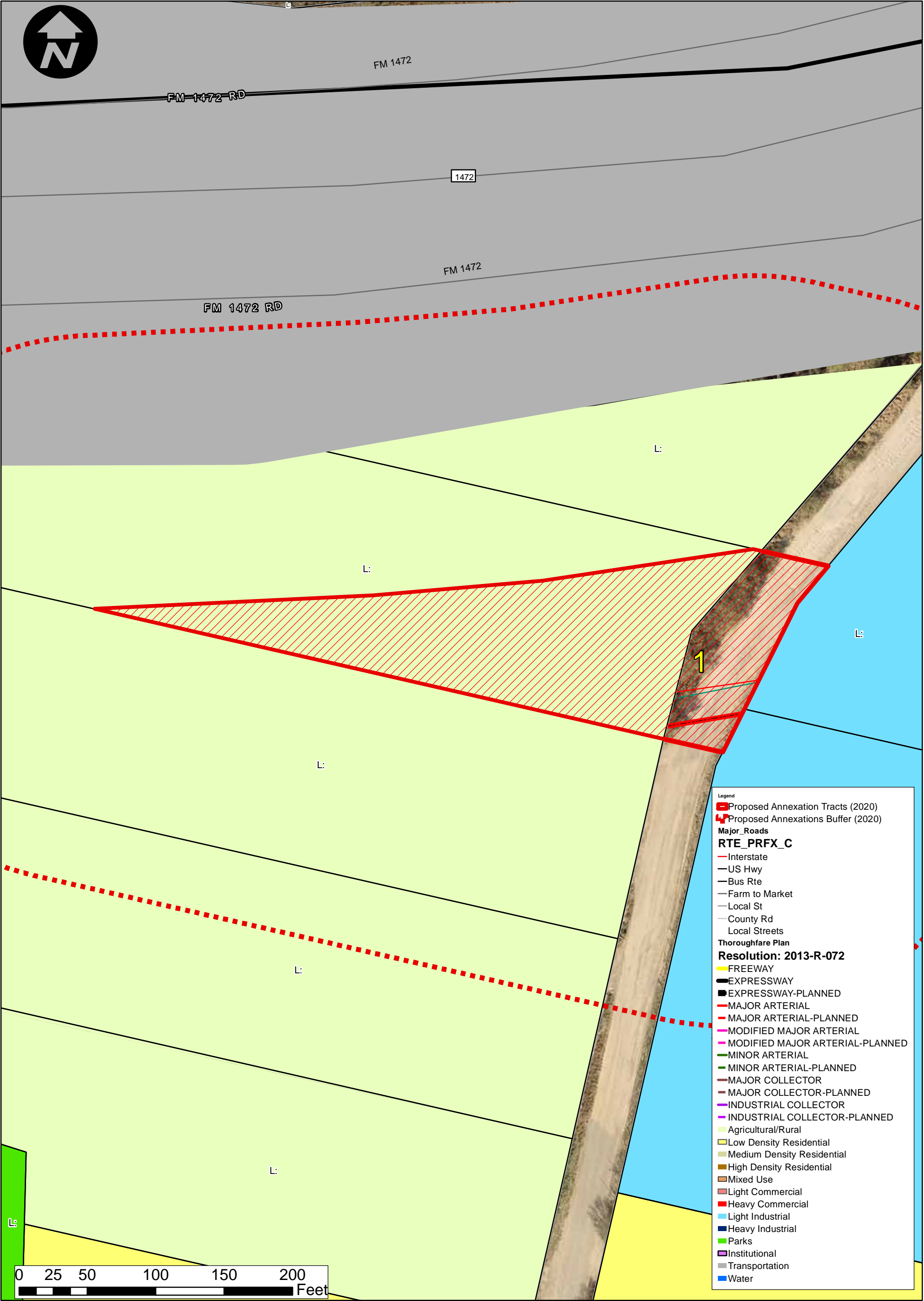
J.J. RUIZ



0 187.5 375 750 1,125 1,500 Feet

ELVIRA H. MORENO TRACT

J.J. RUIZ



**Field Notes
for a 0.84 acre tract of land,
out of Tract 69, Ranchitos IV - Los Minerales-Annex (Unrecorded),
situated in Porcion 10, Thomas Sanchez, Abstract 280,
Webb County, Texas**

Being a 0.84 acre tract of land, out of Tract 69, Ranchitos IV - Los Minerales-Annex (Unrecorded), and being the remainder of a tract of land, conveyed to Carlos Cassiano, and wife, Julia Cassiano, as described in deed recorded in Volume 589, Pages 603-605, Deed Records, Webb County, Texas, situated in Porcion 10, Thomas Sanchez, Abstract 280, Webb County, Texas, and being more particularly described by metes and bounds, as follows to wit:

Beginning at $\frac{1}{2}$ " iron rod set, at the westerly line of additional 10 foot wide Right of Way dedication Los Minerales-Annex Road, as described in deed recorded in Volume 2078, Pages 331-338, Official Public Records, Webb County, Texas, at the northerly line of Tract 68, Ranchitos IV - Los Minerales-Annex (Unrecorded), from which a $\frac{1}{2}$ " iron rod found bears South 77 degrees 07 minutes 29 seconds East, 10.00 feet, for the most southerly corner hereof;

Thence, with the northerly line of Tract 68, *North 77 degrees 07 minutes 29 seconds West, 417.97 feet* to a $\frac{1}{2}$ " iron rod set at the Laredo City Limits Line, for the most westerly corner hereof;

Thence, with the Laredo City Limits Line, the following courses in distances:

North 87 degrees 14 minutes 33 seconds East, 204.01 feet to a *point*, for a point of deflection hereof;

North 85 degrees 02 minutes 56 seconds East, 124.37 feet to a *point*, for a point of deflection hereof;

Thence continuing with the Laredo City Limits Line, *North 81 degrees 25 minutes 51 seconds East, 155.77 feet* to a $\frac{1}{2}$ " iron rod set at the southerly line of a tract of land conveyed to Juan Garza as described in deed recorded in Volume 127, Pages 317 - 318, Deed Records, Webb County, Texas, at the westerly Right of Way line of Los Minerales Annex Road, for the most northerly corner hereof;

Thence, with the southerly line of said Garza Tract, *South 77 degrees 07 minutes 29 seconds East*, passing the most southerly corner of said Garza Tract, and over and across Los Minerales-Annex Road, in all a total distance of *56.41 feet* to a *point*, at the westerly line of Tract 46, Ranchitos IV - Los Minerales-Annex (Unrecorded), for the northeast corner hereof;

Thence, with the westerly line of said Tract 46, *South 40 degrees 02 minutes 45 seconds West, 35.24 feet* to a *point*, for a point of deflection hereof;

Thence, continuing with the westerly line of said Tract 46, *South 26 degrees 29 minutes 09 seconds West*, passing the northwest corner of Tract 47, Ranchitos IV - Los Minerales-Annex (Unrecorded), in all a total distance of *122.05 feet* to a *point*, for the southeast corner hereof;

Thence, *North 77 degrees 07 minutes 24 seconds West, 53.48 feet* over and across Los Minerales-Annex Road, to the **Point of Beginning** and containing **0.84 acres** of land, more or less.

Basis of Bearings:

NAD 83 - Texas South Zone - 4205

State of Texas:

County of Brooks:

I, Randolph Alfred Finch, a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above captioned "Field Notes" and attached "Plat of Survey" was prepared from an actual survey performed on the ground under my supervision.

R.P.L.S. No. 4972 - Texas



Current Date

Mapcheck 4: 11-27-19

Closure Summary

Precision, 1 part in: 239577.43'
 Error distance: 0.00'
 Error direction: S52° 38' 55"W
 Area: 36380.13 Sq. Ft.
 Square area: 36380.125
 Perimeter: 1169.30'

Point of Beginning

Easting: 620187.2084'
 Northing: 17126934.5358'

Side 1: Line

Direction: N77° 07' 24"W
 Distance: 417.97'
 Easting: 619779.7495'
 Northing: 17127027.6818'

Side 2: Line

Direction: N87° 14' 33"E
 Distance: 204.01'
 Easting: 619983.5233'
 Northing: 17127037.4965'

Side 3: Line

Direction: N85° 02' 56"E
 Distance: 124.37'
 Easting: 620107.4292'
 Northing: 17127048.2303'

Side 4: Line

Direction: N81° 25' 51"E
 Distance: 155.77'
 Easting: 620261.4603'
 Northing: 17127071.4405'

Side 5: Line

Direction: S77° 07' 29"E
 Distance: 56.41'
 Easting: 620316.4521'
 Northing: 17127058.8707'

Side 6: Line

Direction: S40° 02' 37"W
 Distance: 35.24'
 Easting: 620293.7797'
 Northing: 17127031.8926'

Side 7: Line

Direction: S26° 29' 09"W
 Distance: 122.05'
 Easting: 620239.3482'
 Northing: 17126922.6524'

Side 8: Line

Direction: N77° 09' 53"W
 Distance: 53.48'
 Easting: 620187.2046'
 Northing: 17126934.5329'



**CITY OF LAREDO
ANNEXATION AGREEMENT AND SERVICE PLAN
TRACT 1
ELVIRA H. MORENO TRACT**

WHEREAS, the City of Laredo is a home rule municipality and a political subdivision of the State of Texas; and

WHEREAS, Chapter 43.003 of the Texas Local Government Code specifically sets out the legal requirements for the annexation of land adjoining the city limits of a home-rule municipality, such as the City of Laredo, Texas; and

WHEREAS, Elvira H. Moreno, has filed a voluntary petition with the City of Laredo for the annexation of a 0.84 acre tract of land, said tract of land being more particularly described by metes and bounds on the attached Exhibit "A"; and

WHEREAS, Section 1.04 of the Charter of the City of Laredo requires the execution of an annexation agreement between the City of Laredo and the landowner of the territory being annexed; and

WHEREAS, Section 43.056 of the Texas Local Government Code, requires the preparation of a service plan describing the provision of municipal services to the territory being annexed, prior to implementation of annexation proceedings and related public hearings.

NOW, THEREFORE, FOR AND IN CONSIDERATION, of the sum of Seven-Hundred Fifty and No/100 Dollars (\$750.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **CITY OF LAREDO**, a home-rule municipality, and Elvira H. Moreno being the parties to this **ANNEXATION AGREEMENT AND SERVICE PLAN**, do hereby mutually acknowledge, consent, and agree to the following terms, conditions and service plan for annexation by the City of Laredo of 0.84 acres of land, more or less, belonging to Elvira H. Moreno.

SERVICE PLAN

A petition for annexation from City of Laredo was received for property designated as "Tract 1 (Elvira H. Moreno Tract)" described by metes and bounds in Exhibit "A" of this Annexation Agreement and Service Plan and made a part hereof for all purposes. This Service Plan was prepared in accordance with the requirements of Section 43.056 of the Texas Local Government Code and was available for review by the public at hearings duly held on March 2, 2020. Public notice of the hearings was provided on February 19, 2020 and February 21, 2020, not more than twenty or less than ten days before the hearings as provided in Section 43.0561 of the Texas Local Government Code.

Section 1. Services to be provided on the effective date of annexation

1. Police Protection: Police protection shall be provided to the tract immediately upon the effective date of annexation. Police protection shall include traffic control enforcement, crime prevention activities, police patrol, crime investigation, and emergency response.
2. Fire protection and Emergency Medical Services: First response fire and EMS services will be provided to the area from Fire Station No. 13, which is located approximately 5.72 miles from the proposed site. Fire services include protection, prevention, and emergency medical response.
3. Solid Waste Collection: The collection and disposal of solid waste will be extended to the area within thirty days from the effective date of annexation on the same basis as other residential and institutional customers. Institutional, commercial, and industrial generators of solid waste may use city services or contract with private haulers. Disposal of all solid waste will be at the municipal sanitary landfill. Fees charged customers within the tract will be the same as all similarly classified customers.

4a. Operation and Maintenance of Public Water Services

RESIDENTIAL ANNEXATION FEE FOR WATER:

Lots under 10,000 sqft	\$1,039.46/lot (135 gpcd X 3.7 person/lot X \$2.081/gal)
Lots over 10,000 sqft	\$1,560.60/lot

COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR WATER:

Less than 1.0 acres	\$1,040.40/lot
Lots 1 acre and Fraction:	\$1,560.60/acre

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Water service will be to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Water for fire protection services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

4b. Operation and Maintenance of Public Wastewater Services:

RESIDENTIAL ANNEXATION FEE FOR SANITARY SEWER:

Lots under 10,000 sqft	\$1,770.82/lot (100 gpcd X 3.7 person/lot X \$4.786/gal)
Lots over 10,000 sqft	\$2,080.80/lot

COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR SANITARY SEWER:

Less than 5.0 acres	\$1,292.22/acre (15 people/ac. X 18 gallons/person/day X \$4.786 gallon=\$1,292.22)
More than 5.01 acres	\$1,560.60/acre

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Wastewater service will be provided to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Wastewater services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

5. Maintenance of roads and streets: Public roads and streets will be maintained on the effective date of the annexation in the same manner as all roads and streets within the city limits. All thoroughfare rights-of-way shall be dedicated to comply with the Long Range Thoroughfare requirements of the City of Laredo's Comprehensive Plan. Road maintenance consists of repair of paving, maintenance of traffic lights, controls and signals, and will be provided immediately upon annexation. Street lighting is required of all new development and will be provided at petitioner's expense.

6. Operation and Maintenance of parks, playgrounds and swimming pools: No public parks, playgrounds, or swimming pools are presently located within the tract.

7. Operation and Maintenance of other public facilities: No public facilities, public buildings, or other service facilities are presently located within the tract. All facilities required by the development shall be provided at the expense of the petitioner, its successors and assigns, or jointly in cooperation with the city at such time as warranted by the development.

The Service Plan does not contemplate the creation of another political subdivision, nor will it require the funding of capital improvements by the petitioner to which petitioner has not agreed prior to the institution of proceedings, or which will be charged in any manner inconsistent with Chapter 395 of the Texas Local Government Code. The Service Plan does not propose services in the area in a manner that would have the effect of reducing by more than a negligible amount the level of fire and police protection and emergency medical services provided within the corporate boundaries of the municipality before annexation.

If the annexed area had a lower level of services, infrastructure, and infrastructure maintenance than the level of services, infrastructure, and infrastructure maintenance provided within the corporate boundaries of the municipality before annexation, a service

plan must provide the annexed area with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the municipality with topography, land use, and population density similar to those reasonably contemplated or projected in the area.

Section 2. Capital Improvements

The tract does not require the construction or acquisition of capital improvements by the City. Petitioner agrees to provide all roadways, drainage, and all public improvements at such time as the property is platted.

Section 3. Land Use

When the annexation results in the abutment of residential uses with M-1 (Light Manufacturing District) as defined in the Laredo Land Development Code, a 100 ft. buffer yard between the different land uses shall be required, and the buffer yard shall be maintained by the property owner. This *Section 3. Land Use* shall survive the expiration of this agreement.

The Service Plan is valid for a period of ten years, and all services within the area shall be provided in accordance with the Plan. Should an ordinance pertaining to reserve areas or impact fees be adopted by the City Council, the ordinance shall supersede any provisions established herein.

**THIS ANNEXATION AGREEMENT AND SERVICE PLAN WAS ENTERED INTO
AND EXECUTED ON THIS _____ DAY OF _____, 2020.**

**CITY OF LAREDO,
a Texas Municipal Corporation**

By: _____

**Robert A. Eads
City Manager**

ELVIRA H. MORENO

By: _____

Elvira H. Moreno

APPROVED AS TO FORM:

Kristina L. Hale
City Attorney

ACKNOWLEDGMENT

State of Texas *
County of Webb *

This instrument was acknowledged before me on this ____ day of _____ ,
2020 by Robert A. Eads, for and on behalf of the City of Laredo.

Notary Public, State of Texas

ACKNOWLEDGMENT

State of Texas *
County of Webb *

This instrument was acknowledged before me on this ____ day of _____ ,
2020 by Elvira H. Moreno.

Notary Public, State of Texas

ORDINANCE NO. 2020-O-

ALTERING AND EXTENDING THE BOUNDARY LIMITS OF THE CITY OF LAREDO, ANNEXING ADDITIONAL TERRITORY OF 0.84 ACRES, MORE OR LESS, LOCATED WEST OF LOS MINERALES-ANNEX RD. AND SOUTH OF FM 1472/MINES RD., PROVIDING FOR THE EFFECTIVE DATE OF THE ORDINANCE, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT ADOPTING A SERVICE PLAN FOR THE ANNEXED TERRITORY, AND ESTABLISHING THE INITIAL ZONING OF M-1 (LIGHT MANUFACTURING DISTRICT).

WHEREAS, the land hereinafter described is contiguous to the corporate limits of the City of Laredo, Texas, and is located within its extraterritorial jurisdiction; and

WHEREAS, the owner of the land has applied for the voluntary annexation of the land, described by the metes and bounds and attached hereto and made a part hereof for all the purposes, as set out in Exhibit "A"; and

WHEREAS, the City of Laredo has an unused allocation from prior calendar years; and

WHEREAS, the City Council believes and so finds that the annexation of such land is in the public interest and will promote the general welfare; and

WHEREAS, a public hearing was held in compliance with Article 43.052, of the Municipal Annexation Act, giving all persons interested in such annexation an opportunity to be heard; and

WHEREAS, notice of such public hearing was duly given, as provided by law, and such hearing were held on the date and at the time, place and hour so announced; and

WHEREAS, at said Public Hearing, the proposed Service Plan for the annexation land herein described was considered by the City Council and was made available for public inspection.

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

Section 1: That the City of Laredo hereby adopts a Service Plan for the extension of municipal services into the land described in Exhibit "A". A copy of said Service Plan is marked Exhibit "B" attached hereto and made a part hereof for all purposes.

Section 2: That the following described land and land containing 0.84 acres lying adjacent to and adjoining the City of Laredo is hereby added and annexed to the City of Laredo, and said land be and is included within the boundary limits of the City of Laredo, and

the present boundary limits of said City, at the various points contiguous to the area hereinafter described, are altered and amended so as to include said area within the corporate limits of the City of Laredo. That from and after the effective date of this Ordinance, the Boundary Limits of the City of Laredo shall include all such additional, adjacent, and hereby annexed land herein above described in Section 2. That from and after the final passage and adoption of this Ordinance, the Boundary Limits of the City of Laredo, Texas, shall be as herein above set out in Exhibit "A", and the property situated therein shall bear its pro rata part of the taxes levied by the City of Laredo, and the inhabitants thereof shall be entitled to all the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions and regulations of the City of Laredo.

Section 3: That the Zoning Map of the City of Laredo be and is hereby amended to show the initial zoning designation boundaries for the land, as set out in Exhibit "A", attached hereto and made a part hereof for all purposes as M-1 (Light Manufacturing District).

Section 4: Severability

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

Section 5: 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 which this ordinance and the subject matter approves and confirms such written notice and the contents and posting hereof.

Section 6: That this Ordinance shall be published in the manner provided in article II, Section 2.09 (D) of the Charter of the City of Laredo.

Section 7: This Ordinance shall become effective upon passage.

APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2020.

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA L. HALE
CITY ATTORNEY

City Council-Regular

Meeting Date: 04/06/2020

Initiated By: Sergio A. Suarez

Staff Source: James Kirby Snideman, AICP, Director of Planning

SUBJECT

Public Hearing and Introductory Ordinance altering and extending the boundary limits of the City of Laredo by annexing additional territory of 3.04 acres, more or less, located west of FM 3338 (Las Tiendas Rd) and south of FM 1472/Mines Rd. providing for the effective date of the ordinance, authorizing the City Manager to execute a contract adopting a service plan for the annexed territory, and establishing the initial zoning of M-1 (Light Manufacturing District).

PREVIOUS COUNCIL ACTION

On January 21, 2020, the City Council directed staff to draft the Annexation Agreements and Service Plans for the voluntary annexation requests, referred to the Planning and Zoning Commission, and further authorized the City Manager to enter into Water Supply, Sanitary Sewer Service and Controlled Development Contracts with the owners of the eligible proposed annexation tracts.

BACKGROUND

Texas Local Government Code Section 43.063 require a public hearing before City Council. The public hearing was held on March 2, 2020. The petition for annexation was presented before the Planning and Zoning Commission on February 6, 2020. The petition for annexation will subsequently go before City Council for final reading of the ordinance on April 20, 2020. Tract 2 is as follows:

Voluntary Annexation:

Tract 2 – 3.04 acres, more or less, located west of FM 3338 (Las Tiendas Rd) and south of FM 1472/Mines Rd.

Petitioner: Sergio A. Suarez

COMMITTEE RECOMMENDATION

Planning and Zoning Commission recommended approval of the initial zoning for the annexation.

Planning and Zoning Commission recommended approval of the annexation.

IMPACT ANALYSIS:

The financial implication is outlined in the Annexation Feasibility Analysis.

Proposed Use: Warehouse Industrial

Site: Vacant undeveloped land.

Surrounding Land Uses: North and south of the property is vacant undeveloped land. The tracts to the northeast and west are used as tractor trailer yards.

Comprehensive Plan: The Land Use Map identifies this tract as Medium Density Residential. Re: <https://www.cityoflaredo.com/Planning/assets/viva-laredo---city-of-laredo-comprehensive-plan.pdf#page=39> Land Use Patterns pages 1.13 through 1.16.

Transportation Plan: The Long Range Thoroughfare Plan identifies FM 1472/Mines Rd. as an Expressway. Re: https://www.cityoflaredo.com/Maps/GIS_MAPS/maps/Thoroughfare.pdf

Letters sent to surrounding property owners: 4 In favor: 1 Opposed: 0

STAFF RECOMMENDATION

Planning and Zoning staff recommends approval of the initial zoning for the annexation.

Planning and Zoning staff recommends approval of the annexation.

M-1 (Light Manufacturing District):

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 the initial zoning contrary to the established land use pattern?

No. This tract is part of a parcel that was considered for a zone change from AG to M-1 pursuant to ZC-07-2020 with subsequent ordinance (2020-O-005) approved on February 3, 2020. The land to the south is unzoned. North and south of the property is vacant undeveloped land. The tracts to the northeast and west are used as tractor trailer yards.

Would the initial zoning create an isolated zoning district unrelated to surrounding districts?

No. This tract is part of a parcel that was considered for a zone change from AG to M-1 pursuant to ZC-07-2020 with subsequent ordinance (2020-O-005) approved by the City Council on February 3, 2020. The land to the south is unzoned.

Will the initial zoning adversely influence living conditions in the neighborhood?

No. There are no residential neighborhoods in the area that would be negatively impacted with the proposed zoning.

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

N/A

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Calculations

Overview of Annexation Tracts

Tract 2 - Map

Tract 2 - 200 ft. Buffer

Tract 2 - Surrounding Zoning

Tract 2 - Future Land Use Map

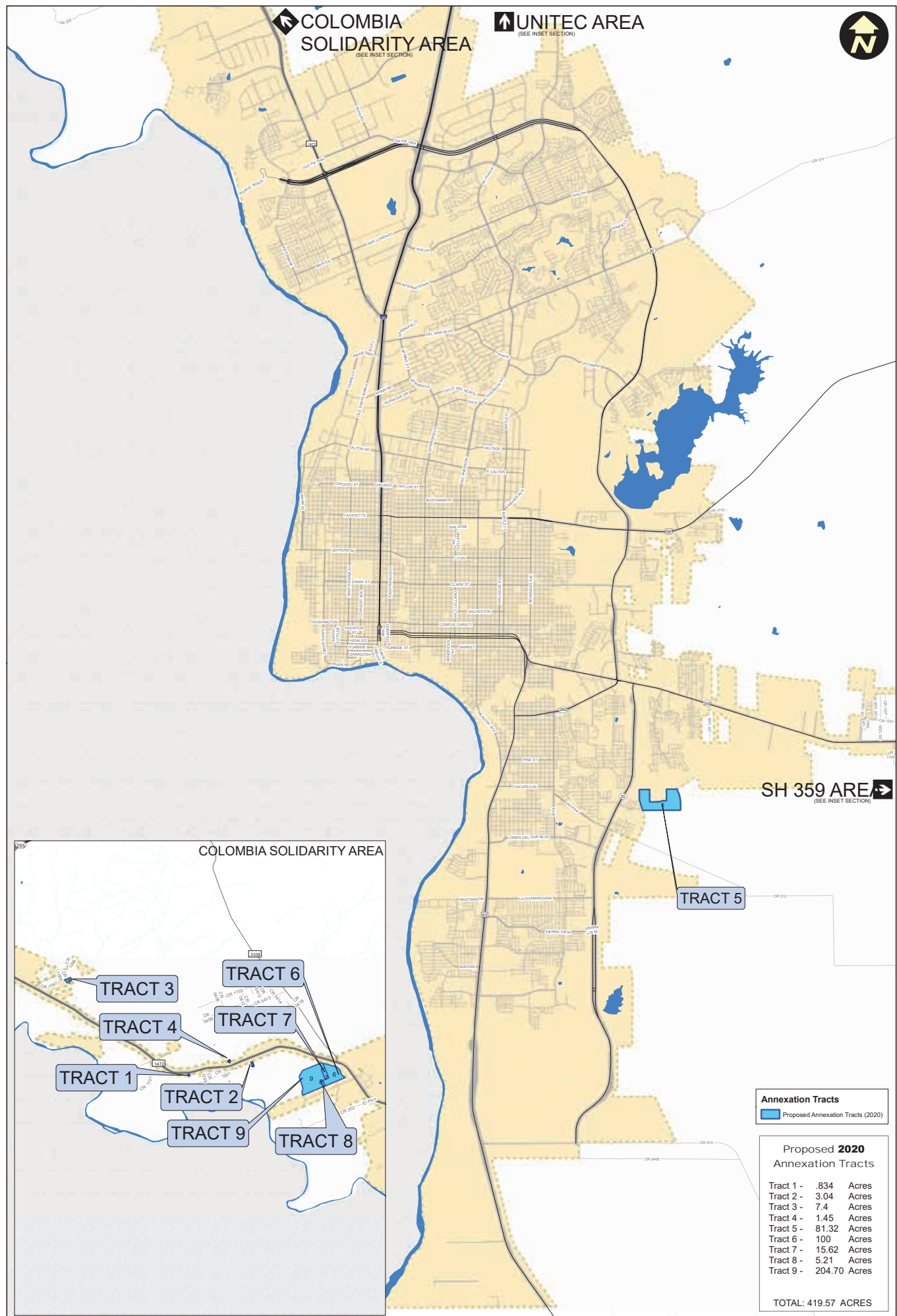
Tract 2 - Survey

Tract 2 - Metes and Bounds

Tract 2 - Annexation Agreement and Service Plan

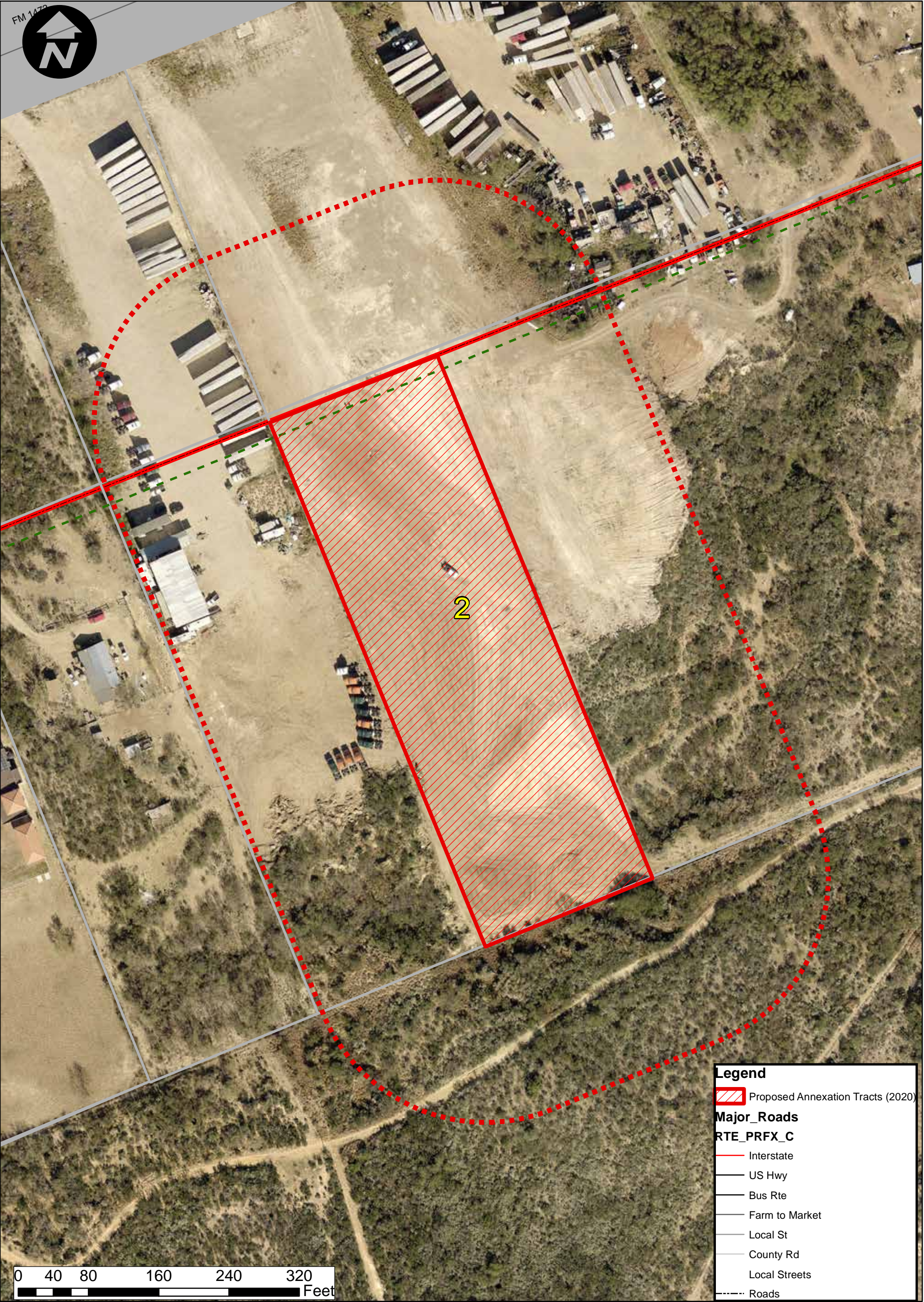
Tract 2 - Ordinance

[illegible]



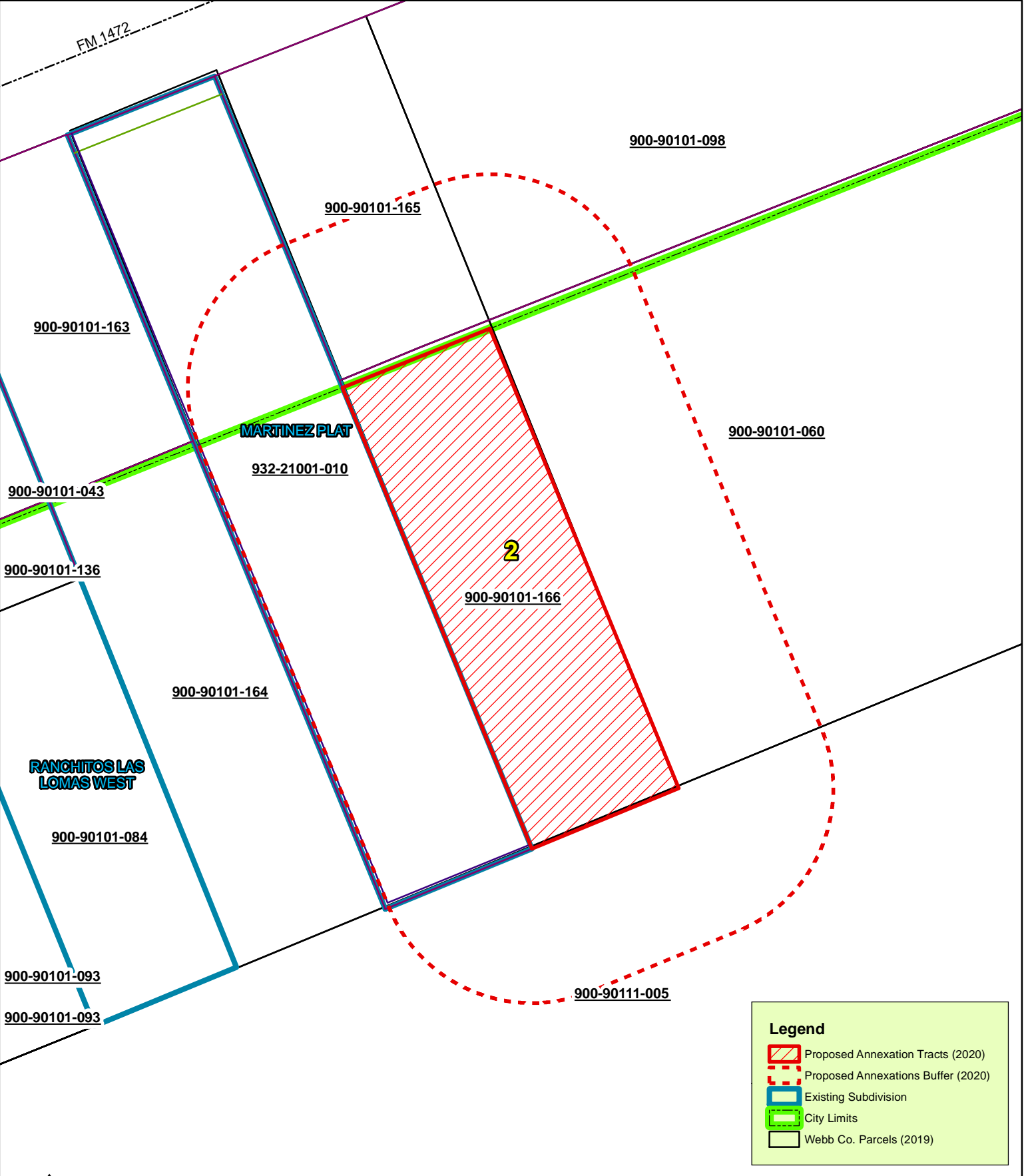
SERGIO SUAREZ TRACT

PREMIER



SERGIO SUAREZ TRACT

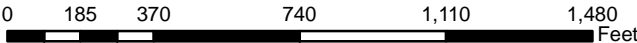
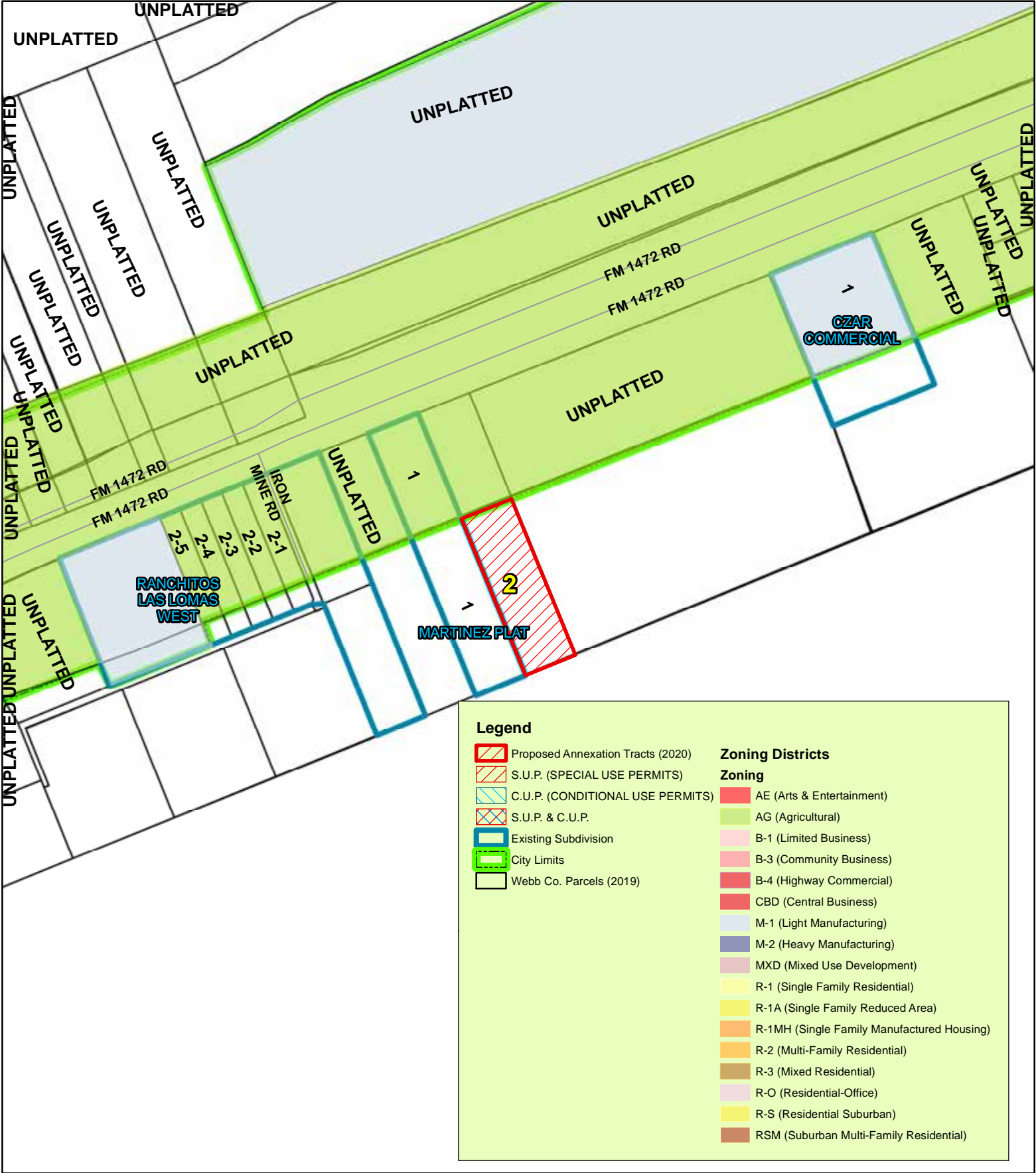
PREMIER



0 60 120 240 360 480 Feet

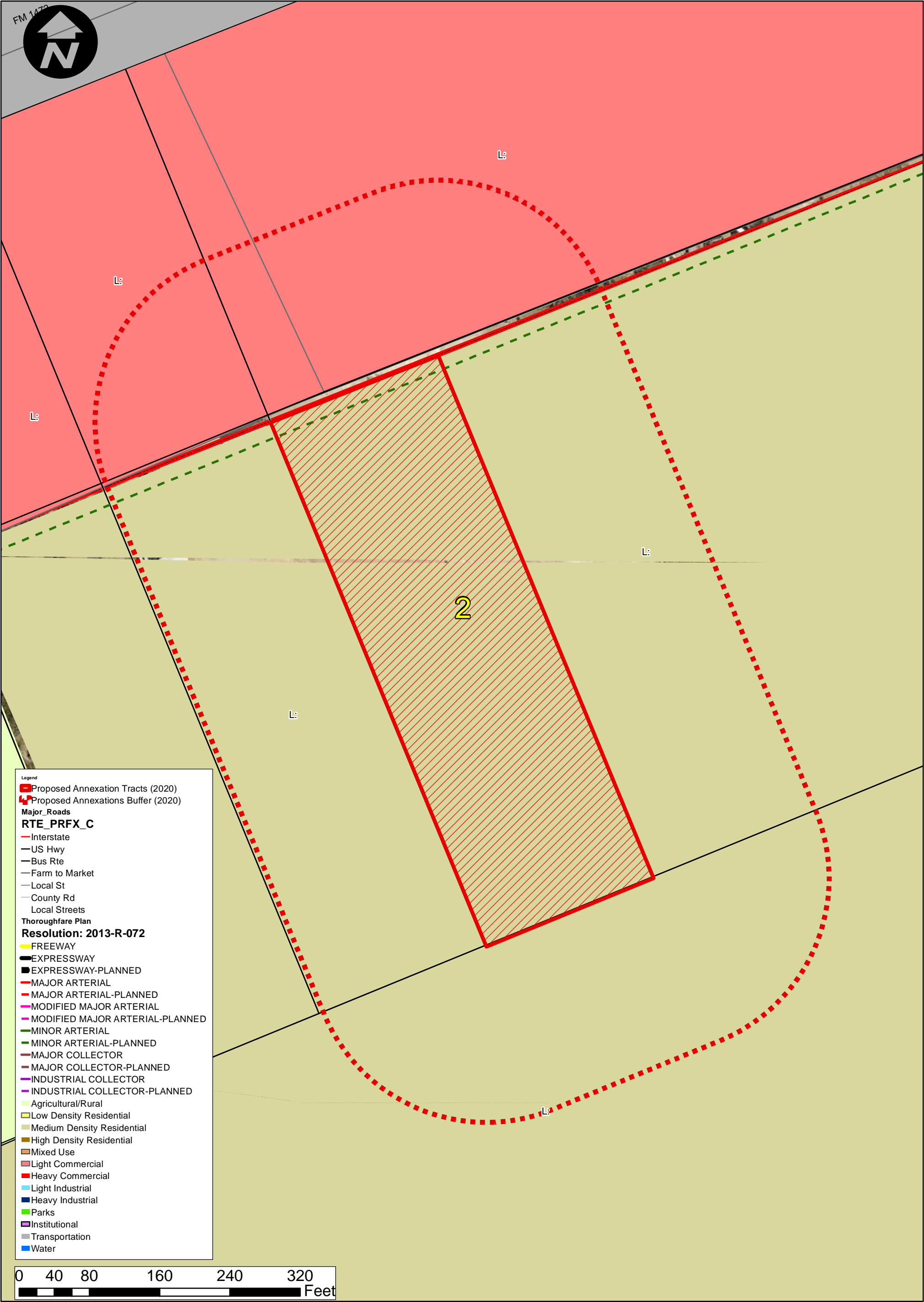
SERGIO SUAREZ TRACT

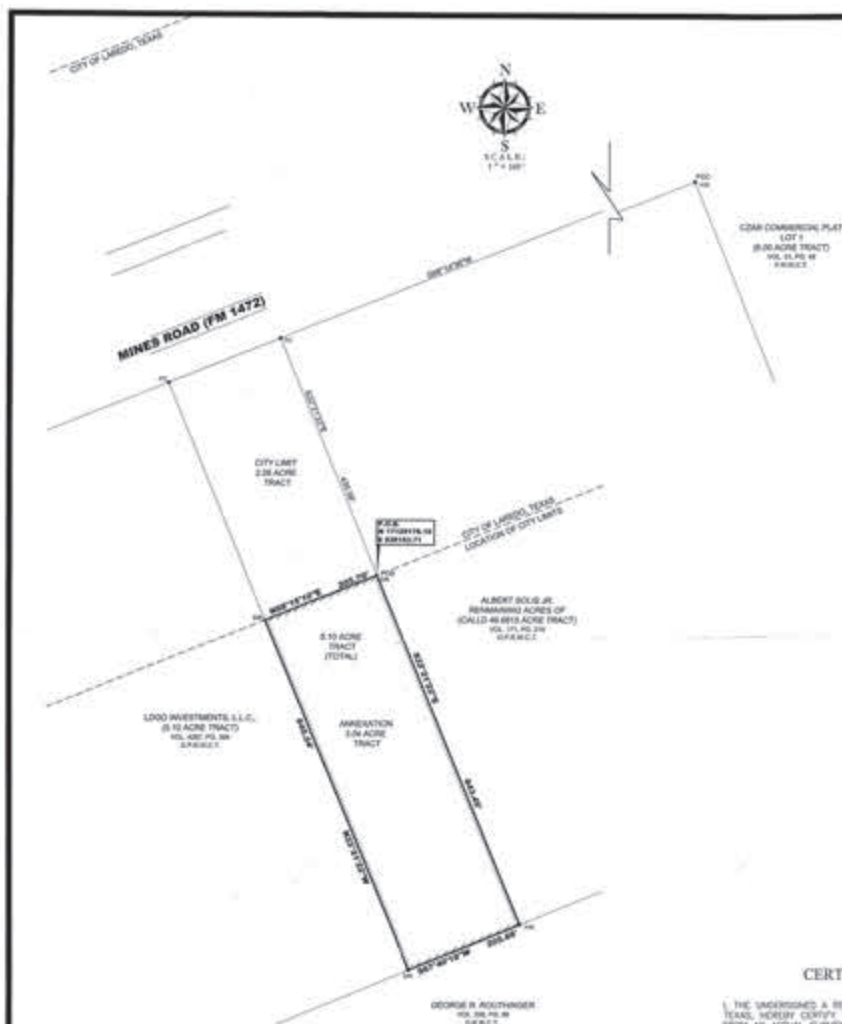
PREMIER



SERGIO SUAREZ TRACT

PREMIER





CERTIFICATE OF SURVEYOR

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

Eduardo J. Suarez
EDUARDO J. SUAREZ, S.P.L.S., No. 5639



10-22-2019

LEGEND	
---	City Line
---	Right of Way
---	Right of Easement



PREP NOTES
City of Laredo
5.04 ACRE ANNEXATION TRACT
Webb County, Texas

A TRACT OF LAND CONTAINING 5.04 ACRES, more or less, out of 5.10 Acres of the remaining acres of a called 46.6615 Acres tract conveyed to Alberto Ruiz, Jr., recorded in Volume 171, Page 216, Official Public Records Webb County Texas, subsequently divided to Sergio Suarez recorded in Volume 4479, Pages 883-889, Official Public Records Webb County Texas and being more particularly described by metes and bounds as follows:

COMMENCING at a found iron rod in the southwest right of way line of F.M. 1472 (Mines Road), the Northwest corner of 22AR Commercial Plat Lot 5, 6.50 Acres recorded in Volume 25, Page 49, Plat Records Webb County Texas, the northeast corner of said 46.6615 Acre Tract, Thence S 0° 12' 30\"/>

THENCE S 22° 22' 22\"/>

THENCE S 42° 02' 18\"/>

THENCE N 22° 02' 12\"/>

THENCE N 02° 02' 10\"/>

OWNER:
SERGIO A. SUAREZ
LANDS, 22AR TRACT
LAREDO, TEXAS 78040
CALL (956) 7222-4111



ANNEXATION
of a 5.04 ACRES, more or less, out of 5.10 Acres of the remaining acres of a called 46.6615 Acres tract conveyed to Alberto Ruiz, Jr., recorded in Volume 171, Page 216, Official Public Records Webb County Texas, subsequently divided to Sergio Suarez recorded in Volume 4479, Pages 883-889, Official Public Records Webb County Texas

APPROVED BY:	E.J.S.
DATE:	10/22/19
APPROVED BY:	E.J.S.
DATE:	10/22/19
APPROVED BY:	E.J.S.
DATE:	10/22/19
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DATE:	10/22/19
APPROVED BY:	E.J.S.
DATE:	10/22/19

FIELD NOTES

CITY OF LAREDO

3.04 ACRE ANNEXATION TRACT

Webb County, Texas

A TRACT OF LAND CONTAINING 3.04 ACRES, more or less, out of 5.10 Acres of the remaining acres of a called 46.6615 Acres tract conveyed to Alberto Solis, Jr., recorded in Volume 171, Page 219, Official Public Records Webb County Texas, subsequently deeded to Sergio Suarez recorded in Volume 4479, Pages 683-689, Official Public Records Webb County Texas and being more particularly described by metes and bounds as follows:

COMMENCING at a found iron rod on the southeast right-of-way line of F.M. 1472 (Mines Road), the northwest corner of CZAR Commercial Plat Lot 1, 6.00 Acres recorded in Volume 31, Page 48, Plat Records Webb County Texas, the northeast corner of said 46.6615 Acre Tract, Thence S 68° 14' 36" W a distance of 1,236.48 feet with the southeast right-of-way line of said F.M. 1472 (Mines Road), the northwest line of said 46.6615 Acre Tract to a point the northeast corner of said 5.10 Acre Tract, Thence S 22° 21' 22" E a distance of 435.58 feet with the northeast line of said 5.10 Acre Tract to a set ½" iron rod w/blue plastic cap labled "100097-00" on the southeast line of the existing City Limit Line, the northeast corner of this Annexation Tract;

THENCE S 22° 21' 22" E a distance of **643.45 feet** continuing with the northeast line of said 5.10 Acre Tract to a found iron rod on the northwest line of the George R. Routhinger Tract recorded in Volume 256, Page 89, Deed Records Webb County Texas, the southeast corner of said 5.10 Acre Tract, the southeast corner of this Annexation Tract;

THENCE S 67° 40' 18" W a distance of **205.69 feet** with the northwest line of said George R. Routhinger Tract, the southeast line of said 5.10 Acre Tract to a set ½" iron rod w/blue plastic cap labled "100097-00" the southeast corner of a 5.10 Acre Tract deeded to LDGO Investments, L.L.C. recorded in Volume 4287, Page 394, Official Public Records Webb County Texas, the southwest corner of said 5.10 Acre Tract deeded to Sergio Suarez, the southwest corner of this Annexation Tract;

THENCE N 22° 21' 22" W a distance of **645.54 feet** with the northeast line of said 5.10 Acre Tract deeded to LDGO Investments, L.L.C., the southwest line of said 5.10 Acre Tract deeded to Sergio Suarez to a set ½" iron rod w/blue plastic cap labled "100097-00" on the southeast line of said existing City Limit Line, the northwest corner of this Annexation Tract;

THENCE N 68° 15' 10" E, a distance of **205.70 feet** with the southeast line of said existing City Limit line to the **POINT OF BEGINNING** and containing **3.04 Acres** of land, more or less.

Basis of Bearing:

THIS SURVEY IS DERIVED FROM GPS KINEMATIC OBSERVATIONS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH ZONE, NAD-83, AND TIED TO CORS CONTROL "BASE_1" AT: X=665805.806, Y=17092557.087

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

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



10/22/2019
Date:

CLOSURE TABULATION**ANNEXATION OF
SERGIO SUAREZ
21314 FM 1472**

North: 17128773.3193 East: 628329.3881
Course: S 22-21-22 E Distance: 643.45'
North: 17128178.2324 East: 628574.1321
Course: S 67-40-18 W Distance: 205.69'
North: 17128100.0880 East: 628383.8643
Course: N 22-21-22 W Distance: 645.54'
North: 17128697.1046 East: 628138.3266
Course: N 68-15-10 E Distance: 205.70'
North: 17128773.3193 East: 628329.3881

Perimeter: 1700.38'

Area: 132565.83 3.04 acres

Mathematical Closure - (Uses Survey Units)

Error of Closure: 0.000 Course: S 90-00-00 E

Precision 1: 1700378404.21

I, EDUARDO J. GUTIERREZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY STATE THAT THE ABOVE CLOSURE TABULATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.


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

**CITY OF LAREDO
ANNEXATION AGREEMENT AND SERVICE PLAN
TRACT 2
SERGIO A. SUAREZ TRACT**

WHEREAS, the City of Laredo is a home rule municipality and a political subdivision of the State of Texas; and

WHEREAS, Chapter 43.003 of the Texas Local Government Code specifically sets out the legal requirements for the annexation of land adjoining the city limits of a home-rule municipality, such as the City of Laredo, Texas; and

WHEREAS, Sergio A. Suarez, has filed a voluntary petition with the City of Laredo for the annexation of a 3.04 acre tract of land, said tract of land being more particularly described by metes and bounds on the attached Exhibit "A"; and

WHEREAS, Section 1.04 of the Charter of the City of Laredo requires the execution of an annexation agreement between the City of Laredo and the landowner of the territory being annexed; and

WHEREAS, Section 43.056 of the Texas Local Government Code, requires the preparation of a service plan describing the provision of municipal services to the territory being annexed, prior to implementation of annexation proceedings and related public hearings.

NOW, THEREFORE, FOR AND IN CONSIDERATION, of the sum of Seven-Hundred Fifty and No/100 Dollars (\$750.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **CITY OF LAREDO**, a home-rule municipality, and Sergio A. Suarez being the parties to this **ANNEXATION AGREEMENT AND SERVICE PLAN**, do hereby mutually acknowledge, consent, and agree to the following terms, conditions and service plan for annexation by the City of Laredo of 3.04 acres of land, more or less, belonging to Sergio A. Suarez.

SERVICE PLAN

A petition for annexation from City of Laredo was received for property designated as "Tract 2 (Sergio A. Suarez Tract)" described by metes and bounds in Exhibit "A" of this Annexation Agreement and Service Plan and made a part hereof for all purposes. This Service Plan was prepared in accordance with the requirements of Section 43.056 of the Texas Local Government Code and was available for review by the public at hearings duly held on March 2, 2020. Public notice of the hearings was provided on February 19, 2020 and February 21, 2020, not more than twenty or less than ten days before the hearings as provided in Section 43.0561 of the Texas Local Government Code.

Section 1. Services to be provided on the effective date of annexation

1. Police Protection: Police protection shall be provided to the tract immediately upon the effective date of annexation. Police protection shall include traffic control enforcement, crime prevention activities, police patrol, crime investigation, and emergency response.
2. Fire protection and Emergency Medical Services: First response fire and EMS services will be provided to the area from Fire Station No. 13, which is located approximately 7.28 miles from the proposed site. Fire services include protection, prevention, and emergency medical response.
3. Solid Waste Collection: The collection and disposal of solid waste will be extended to the area within thirty days from the effective date of annexation on the same basis as other residential and institutional customers. Institutional, commercial, and industrial generators of solid waste may use city services or contract with private haulers. Disposal of all solid waste will be at the municipal sanitary landfill. Fees charged customers within the tract will be the same as all similarly classified customers.

4a. Operation and Maintenance of Public Water Services

RESIDENTIAL ANNEXATION FEE FOR WATER:

Lots under 10,000 sqft	\$1,039.46/lot (135 gpcd X 3.7 person/lot X \$2.081/gal)
Lots over 10,000 sqft	\$1,560.60/lot

COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR WATER:

Less than 1.0 acres	\$1,040.40/lot
Lots 1 acre and Fraction:	\$1,560.60/acre

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Water service will be to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Water for fire protection services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

4b. Operation and Maintenance of Public Wastewater Services:

RESIDENTIAL ANNEXATION FEE FOR SANITARY SEWER:

Lots under 10,000 sqft	\$1,770.82/lot (100 gpcd X 3.7 person/lot X \$4.786/gal)
Lots over 10,000 sqft	\$2,080.80/lot

COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR SANITARY SEWER:

Less than 5.0 acres	\$1,292.22/acre (15 people/ac. X 18 gallons/person/day X \$4.786 gallon=\$1,292.22)
More than 5.01 acres	\$1,560.60/acre

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Wastewater service will be provided to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Wastewater services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

5. Maintenance of roads and streets: Public roads and streets will be maintained on the effective date of the annexation in the same manner as all roads and streets within the city limits. All thoroughfare rights-of-way shall be dedicated to comply with the Long Range Thoroughfare requirements of the City of Laredo's Comprehensive Plan. Road maintenance consists of repair of paving, maintenance of traffic lights, controls and signals, and will be provided immediately upon annexation. Street lighting is required of all new development and will be provided at petitioner's expense.

6. Operation and Maintenance of parks, playgrounds and swimming pools: No public parks, playgrounds, or swimming pools are presently located within the tract.

7. Operation and Maintenance of other public facilities: No public facilities, public buildings, or other service facilities are presently located within the tract. All facilities required by the development shall be provided at the expense of the petitioner, its successors and assigns, or jointly in cooperation with the city at such time as warranted by the development.

The Service Plan does not contemplate the creation of another political subdivision, nor will it require the funding of capital improvements by the petitioner to which petitioner has not agreed prior to the institution of proceedings, or which will be charged in any manner inconsistent with Chapter 395 of the Texas Local Government Code. The Service Plan does not propose services in the area in a manner that would have the effect of reducing by more than a negligible amount the level of fire and police protection and emergency medical services provided within the corporate boundaries of the municipality before annexation.

If the annexed area had a lower level of services, infrastructure, and infrastructure maintenance than the level of services, infrastructure, and infrastructure maintenance provided within the corporate boundaries of the municipality before annexation, a service

plan must provide the annexed area with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the municipality with topography, land use, and population density similar to those reasonably contemplated or projected in the area.

Section 2. Capital Improvements

The tract does not require the construction or acquisition of capital improvements by the City. Petitioner agrees to provide all roadways, drainage, and all public improvements at such time as the property is platted.

Section 3. Land Use

When the annexation results in the abutment of residential uses with M-1 (Light Manufacturing District) as defined in the Laredo Land Development Code, a 100 ft. buffer yard between the different land uses shall be required, and the buffer yard shall be maintained by the property owner. This *Section 3. Land Use* shall survive the expiration of this agreement.

The Service Plan is valid for a period of ten years, and all services within the area shall be provided in accordance with the Plan. Should an ordinance pertaining to reserve areas or impact fees be adopted by the City Council, the ordinance shall supersede any provisions established herein.

**THIS ANNEXATION AGREEMENT AND SERVICE PLAN WAS ENTERED INTO
AND EXECUTED ON THIS _____ DAY OF _____, 2020.**

**CITY OF LAREDO,
a Texas Municipal Corporation**

By: _____

**Robert A. Eads
City Manager**

SERGIO A. SUÁREZ

By: _____

Sergio A. Suárez

APPROVED AS TO FORM:

Kristina L. Hale
City Attorney

ACKNOWLEDGMENT

State of Texas *
County of Webb *

This instrument was acknowledged before me on this ____ day of _____ ,
2020 by Robert A. Eads, for and on behalf of the City of Laredo.

Notary Public, State of Texas

ACKNOWLEDGMENT

State of Texas *
County of Webb *

This instrument was acknowledged before me on this ____ day of _____ ,
2020 by Sergio A. Suarez.

Notary Public, State of Texas

ORDINANCE NO. 2020-O-

ALTERING AND EXTENDING THE BOUNDARY LIMITS OF THE CITY OF LAREDO, ANNEXING ADDITIONAL TERRITORY OF 3.04 ACRES, MORE OR LESS, LOCATED WEST OF FM 3338 (LAS TIENDAS RD.) AND SOUTH OF FM 1472/MINES RD., PROVIDING FOR THE EFFECTIVE DATE OF THE ORDINANCE, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT ADOPTING A SERVICE PLAN FOR THE ANNEXED TERRITORY, AND ESTABLISHING THE INITIAL ZONING OF M-1 (LIGHT MANUFACTURING DISTRICT).

WHEREAS, the land hereinafter described is contiguous to the corporate limits of the City of Laredo, Texas, and is located within its extraterritorial jurisdiction; and

WHEREAS, the owner of the land has applied for the voluntary annexation of the land, described by the metes and bounds and attached hereto and made a part hereof for all the purposes, as set out in Exhibit "A"; and

WHEREAS, the City of Laredo has an unused allocation from prior calendar years; and

WHEREAS, the City Council believes and so finds that the annexation of such land is in the public interest and will promote the general welfare; and

WHEREAS, a public hearing was held in compliance with Article 43.052, of the Municipal Annexation Act, giving all persons interested in such annexation an opportunity to be heard; and

WHEREAS, notice of such public hearing was duly given, as provided by law, and such hearing was held on the date and at the time, place and hour so announced; and

WHEREAS, at said Public Hearing, the proposed Service Plan for the annexation land herein described was considered by the City Council and was made available for public inspection.

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

Section 1: That the City of Laredo hereby adopts a Service Plan for the extension of municipal services into the land described in Exhibit "A". A copy of said Service Plan is marked Exhibit "B" attached hereto and made a part hereof for all purposes.

Section 2: That the following described land and land containing 3.04 acres lying adjacent to and adjoining the City of Laredo is hereby added and annexed to the City of Laredo, and said land be and is included within the boundary limits of the City of Laredo, and

the present boundary limits of said City, at the various points contiguous to the area hereinafter described, are altered and amended so as to include said area within the corporate limits of the City of Laredo. That from and after the effective date of this Ordinance, the Boundary Limits of the City of Laredo shall include all such additional, adjacent, and hereby annexed land herein above described in Section 2. That from and after the final passage and adoption of this Ordinance, the Boundary Limits of the City of Laredo, Texas, shall be as herein above set out in Exhibit "A", and the property situated therein shall bear its pro rata part of the taxes levied by the City of Laredo, and the inhabitants thereof shall be entitled to all the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions and regulations of the City of Laredo.

Section 3: That the Zoning Map of the City of Laredo be and is hereby amended to show the initial zoning designation boundaries for the land, as set out in Exhibit "A", attached hereto and made a part hereof for all purposes as M-1 (Light Manufacturing District).

Section 4: Severability

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

Section 5: 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 which this ordinance and the subject matter approves and confirms such written notice and the contents and posting hereof.

Section 6: That this Ordinance shall be published in the manner provided in article II, Section 2.09 (D) of the Charter of the City of Laredo.

Section 7: This Ordinance shall become effective upon passage.

APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2020.

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA L. HALE
CITY ATTORNEY

City Council-Regular

Meeting Date: 04/06/2020

Initiated By: Blanca Estela Rodriguez

Staff Source: James Kirby Snideman, AICP, Director of Planning

SUBJECT

Public Hearing and Introductory Ordinance altering and extending the boundary limits of the City of Laredo by annexing additional territory of 7.29 acres, more or less, located north of FM 1472/Mines Rd. and east of Lampazos Loop, providing for the effective date of the ordinance, authorizing the City Manager to execute a contract adopting a service plan for the annexed territory, and establishing the initial zoning of M-1 (Light Manufacturing District).

PREVIOUS COUNCIL ACTION

On January 21, 2020, the City Council directed staff to draft the Annexation Agreements and Service Plans for the voluntary annexation requests, referred to the Planning and Zoning Commission, and further authorized the City Manager to enter into Water Supply, Sanitary Sewer Service and Controlled Development Contract with the owners of the eligible proposed annexation tracts.

BACKGROUND

Texas Local Government Code Section 43.063 require a public hearing before City Council. The public hearing was held on March 2, 2020. The petition for annexation was presented before the Planning and Zoning Commission on February 6, 2020. The petition for annexation will subsequently go before City Council for final reading of the ordinance on April 20, 2020. Tract 3 is as follows:

Voluntary Annexation:

Tract 3 - 7.29 acres, more or less, located north of FM 1472/Mines Rd. and east of Lampazos Loop.

Petitioner: Blanca Estela Rodriguez

COMMITTEE RECOMMENDATION

Planning and Zoning Commission recommended approval of the initial zoning for the annexation.

Planning and Zoning Commission recommended approval of the annexation.

IMPACT ANALYSIS:

The financial implication is outlined in the Annexation Feasibility Analysis.

Proposed Use: Industrial (M-1)

Site: Land used for trucking/transport services.

Surrounding Land Uses: The tract is adjacent to the Pinto Valle Industrial Park. North of the property is a tractor trailer yard. Land to the south and west is vacant.

Comprehensive Plan: The future land use map identifies this tract as light industrial.

Re:

<https://www.cityoflaredo.com/Planning/assets/viva-laredo---city-of-laredo-comprehensive-plan.pdf#page=39>

Land Use Patterns pages 1.13 through 1.16.

Transportation Plan: The Long Range Thoroughfare Plan identifies FM 1472/Mines Rd. as an Expressway, and Pinto Valle Rd. as a Major Arterial. Lampazos Loop is not identified.

Re: https://www.cityoflaredo.com/Maps/GIS_MAPS/maps/Thoroughfare.pdf

Letters sent to surrounding property owners: 5 In Favor: 0 Opposed: 0

STAFF RECOMMENDATION

Planning and Zoning staff recommends approval of the initial zoning for the annexation.

Planning and Zoning staff recommends approval of the annexation.

M-1 (Light Manufacturing District):

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 the initial zoning contrary to the established land use pattern?

No. The land to the northwest, west, and south is zoned M-1. The land to the north and east is unzoned. The land is adjacent to an existing industrial park.

Would the initial zoning create an isolated zoning district unrelated to surrounding districts?

No. The land to the northwest, west, and south is zoned M-1. The land to the north and east is unzoned.

Will the initial zoning adversely influence living conditions in the neighborhood?

No. There are no residential uses in the vicinity.

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

N/A

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Calculations

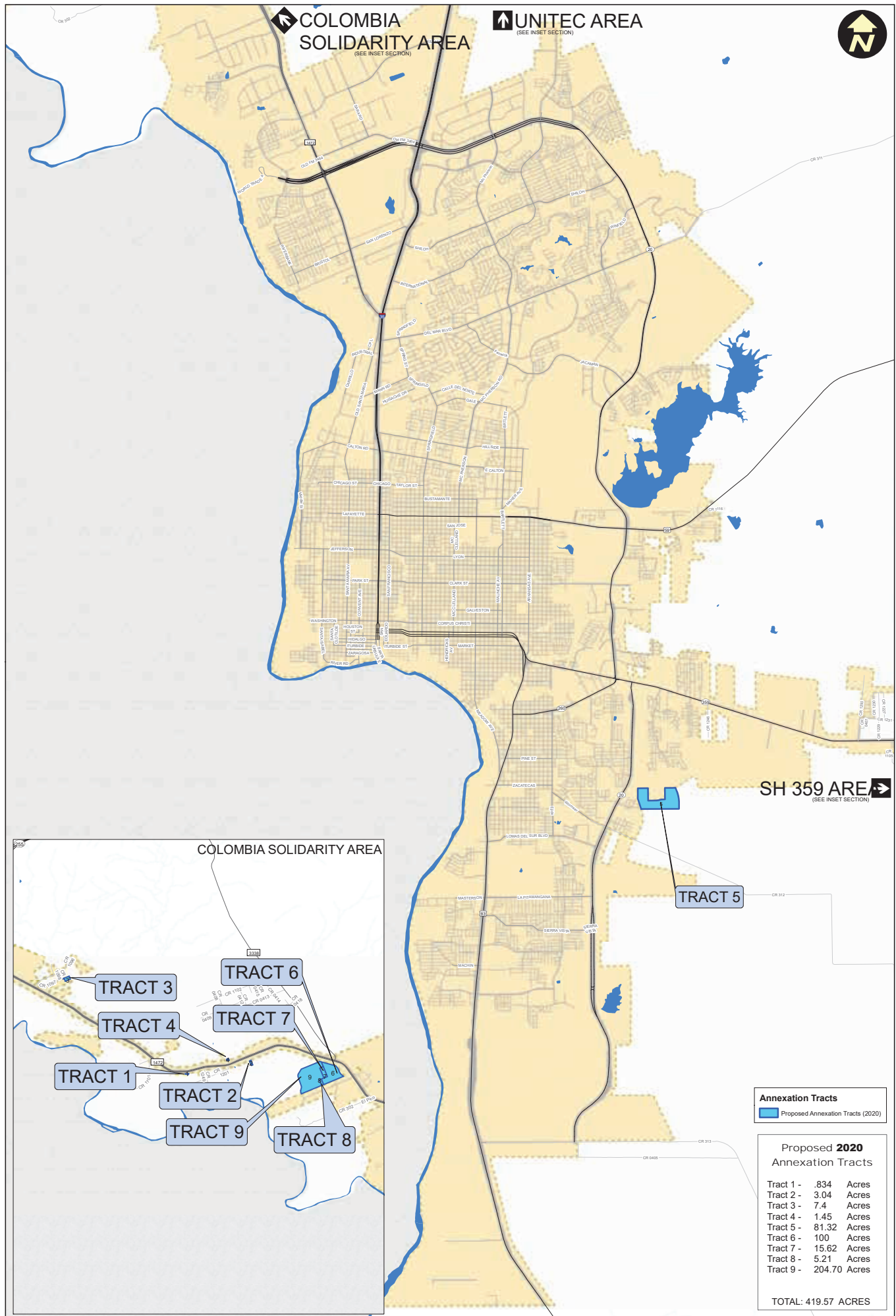
Overview of Annexation Tracts

Tract 3 - Map

Tract 3 - 200 ft. Buffer

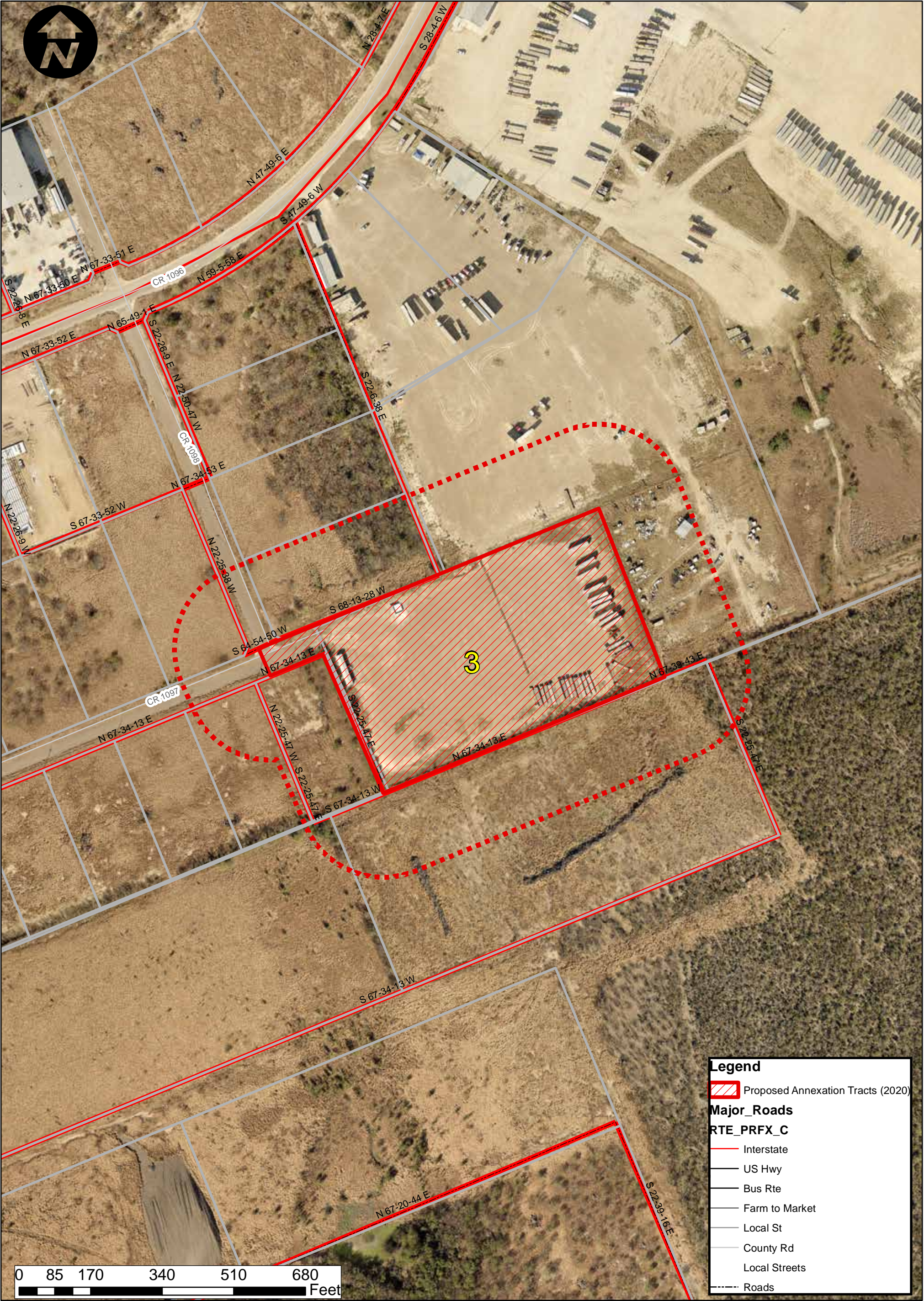
- Tract 3 - Surrounding Zoning
 - Tract 3 - Future Land Use Map
 - Tract 3 - Survey
 - Tract 3 -Metes and Bounds
 - Tract 3 - Annexation Agreement and Service Plan
 - Tract 3 - Ordinance
-

[illegible]



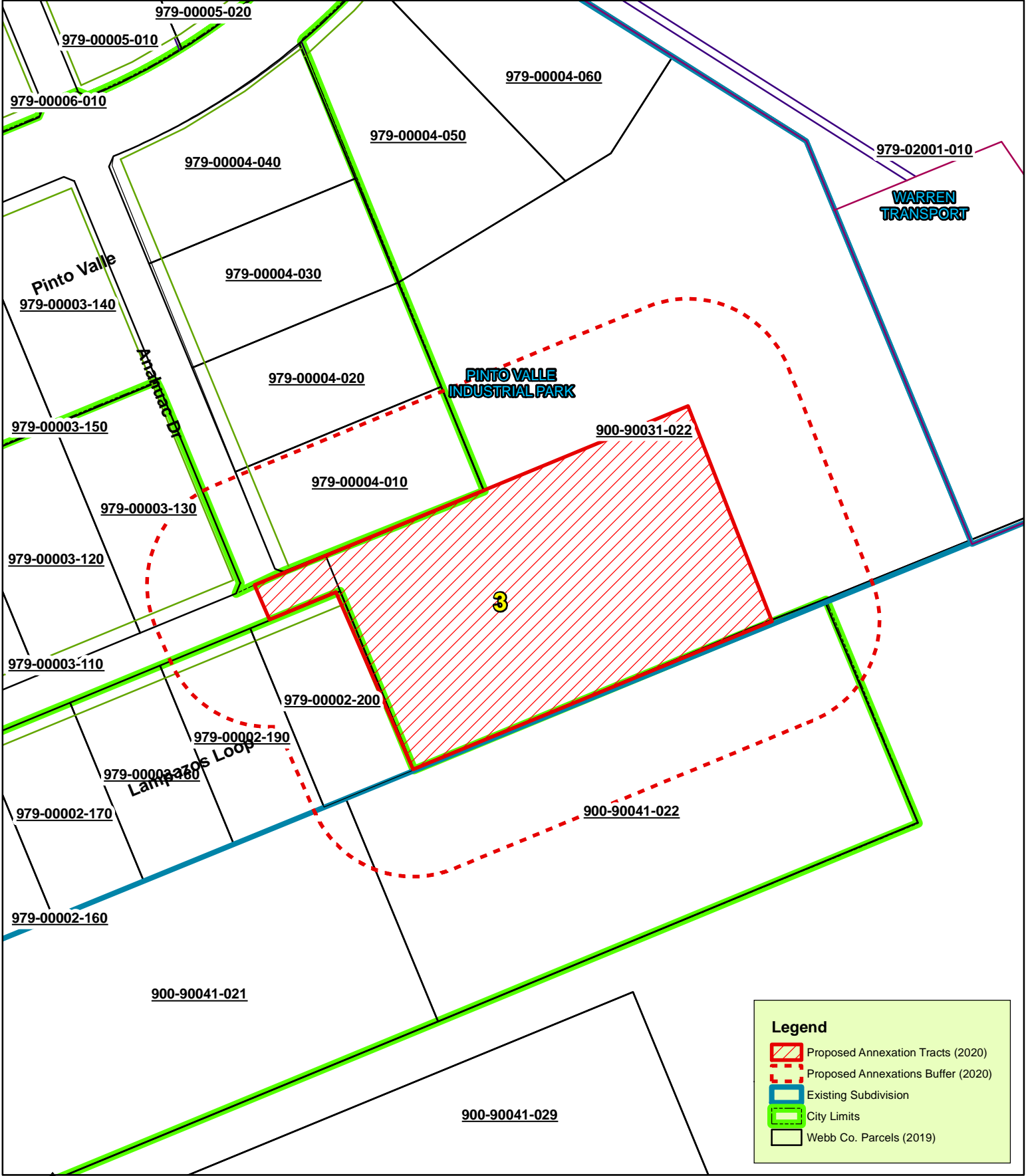
BLANCA ESTELA RODRIGUEZ TRACT

BLUE TOP



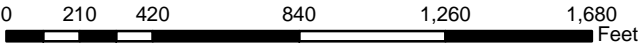
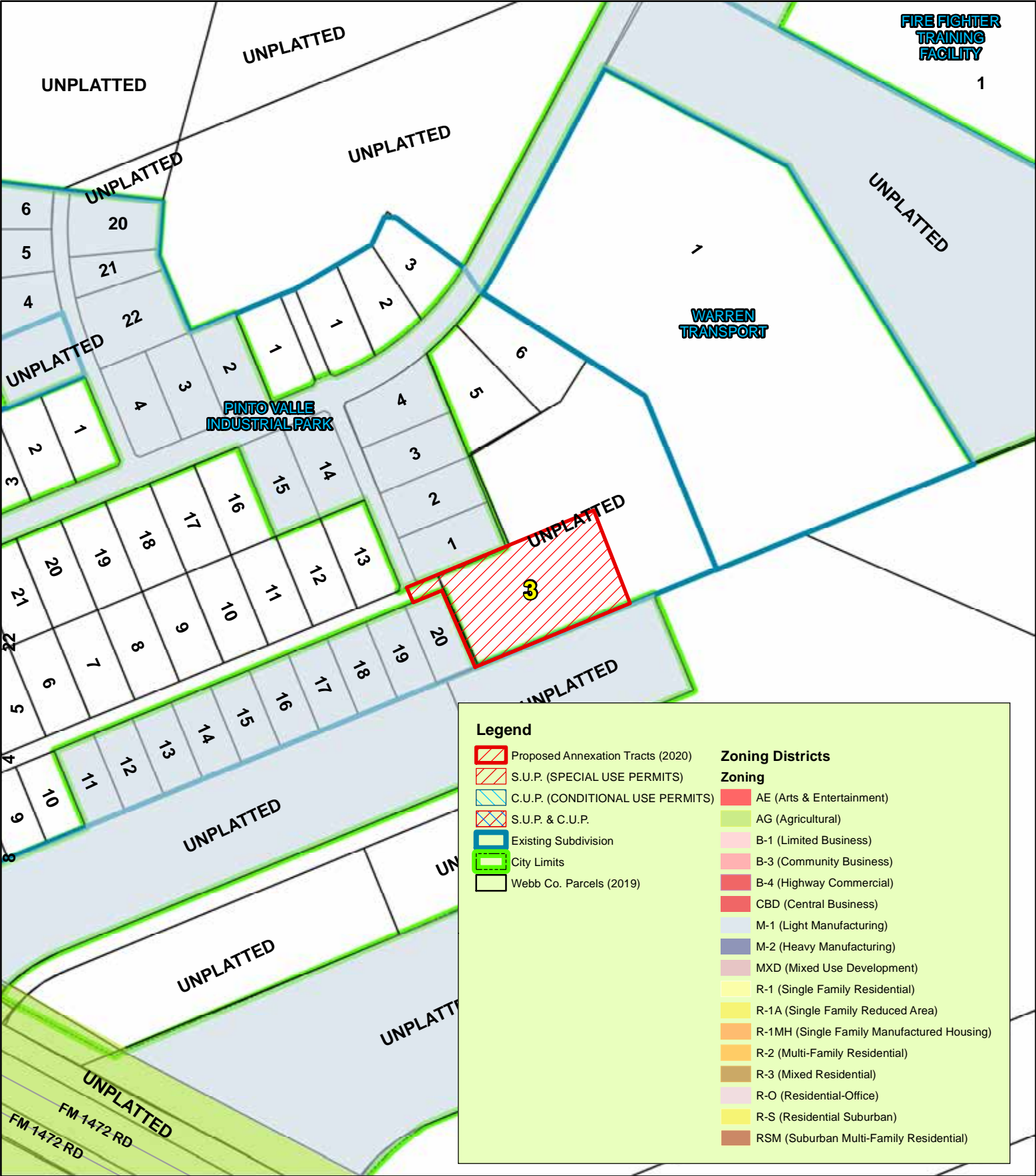
BLANCA ESTELA RODRIGUEZ TRACT

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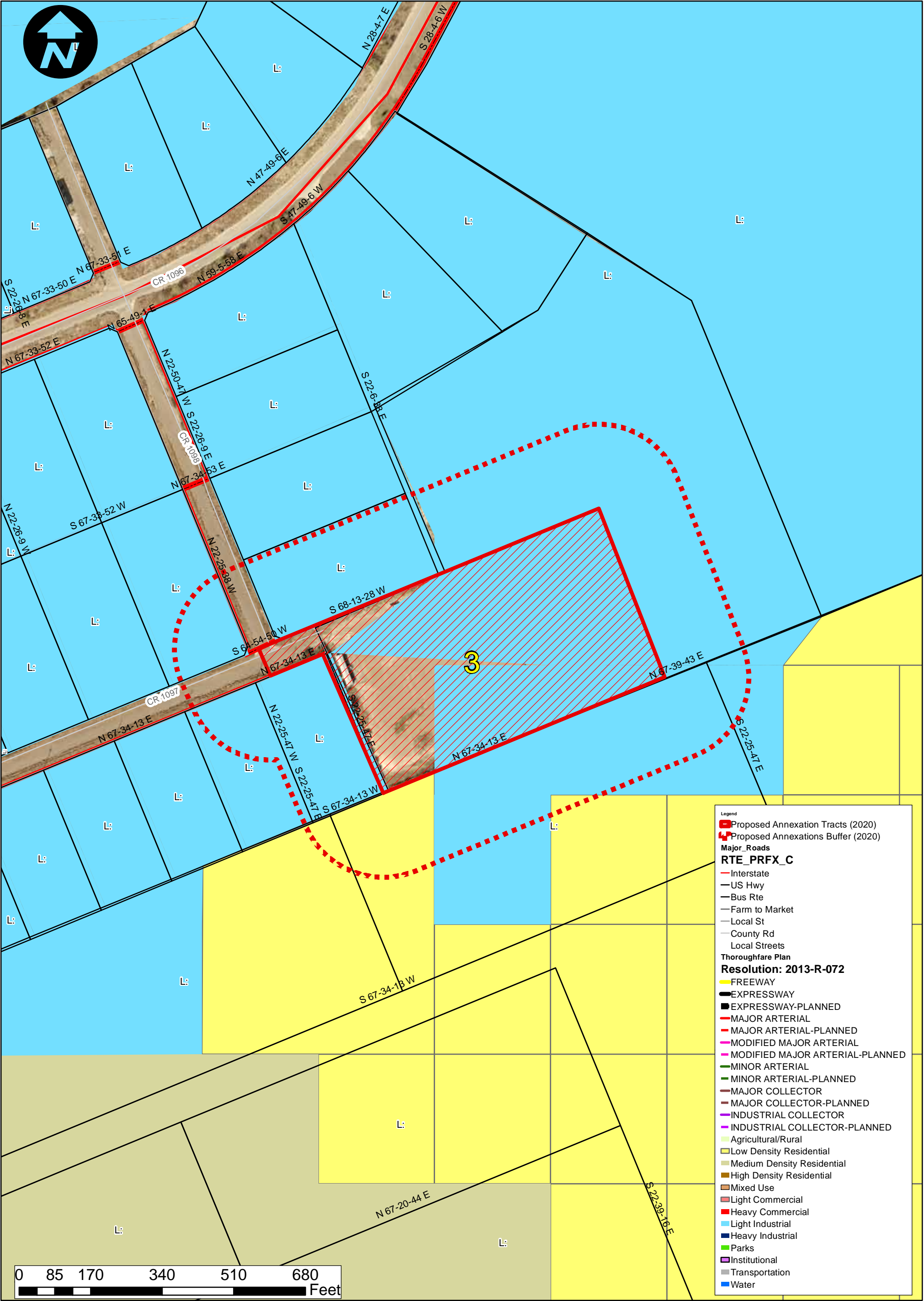
BLANCA ESTELA RODRIGUEZ TRACT

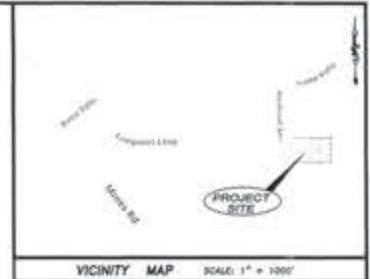
BLUE TOP



BLANCA ESTELA RODRIGUEZ TRACT

BLUE TOP





Source: U.S. Department of the Interior, Bureau of Land Management, 1994. *Recreation Management Planning Handbook*, 2nd ed. (Washington, D.C.: U.S. Department of the Interior, Bureau of Land Management, 1994).



Blue Top Land Surveying

101 W. Hillside, Suite 10
Laredo, Texas 78041
956-724-8423 712-2580 fax
FIRM#10071800

**Field Notes of
7.29 Acre tract of land out of a tract of land
conveyed by deed to Primos Transporte Inc. and
Pinto Valle Industrial Park, Phase I,
Situated in Webb County, Texas**

Being a tract of land containing 7.29 acres, more or less, out of a tract of land conveyed by deed to Primos Transporte Inc. recorded in volume 2683, Page 898, Deed Records, Webb County, Texas, and Pinto Valle Industrial Park, Phase I, recorded in Volume 10, Pages 19-22, Map Records, Webb County, Texas, said tract being more particularly described by metes and bounds as follows:

BEGINNING at a $\frac{1}{2}$ " iron rod found at the southeast corner of Lot 20, Block 2, Pinto Valle Industrial Park, Phase I, recorded in Volume 10, Pages 19-22, Map Records, Webb County, Texas, for the southwest corner of the herein described tract;

Thence, along the east line of said Lot 20, *North 22°25'47" West*, a distance of *360.00 feet*, for an interior corner of the herein described tract;

Thence, along the north line of said Lot 20, *South 67°34'13" West*, a distance of *181.50 feet* to a $\frac{1}{2}$ " iron rod set, for an exterior corner of the herein described tract;

Thence, *North 22°25'47" West*, crossing Lampazos Loop, a distance of *70.00 feet*, for the northwest corner of the herein described tract;

Thence, along the south line of Lampazos Loop and Lot 1, Block 4, Pinto Valle Industrial Park, Phase I, recorded in Volume 10, Pages 19-22, Map Records, Webb County, Texas, *North 67°34'13" East*, a distance of *890.61 feet*, for the northeast corner of the herein described tract;

Thence, *South 22°25'47" East*, a distance of *430.04 feet* to a $\frac{1}{2}$ " iron rod found on the north boundary line of said PG Alpha, LLC tract recorded in Volume 4324, Page 423, Official Public Records, Webb County, Texas, for the southeast corner of the herein described tract;

Thence, along the north boundary line of said PG Alpha LLC tract, *South 67°39'35" West*, a distance of *22.34 feet* to a $\frac{1}{2}$ " iron rod found, for a point of deflection of the herein described tract;

Thence, along the north boundary line of said PG Alpha LLC tract, *South 67°34'13" West*, a distance of *686.77 feet* to return and close at the **POINT OF BEGINNING** of this 7.29 acre tract, more or less.

Basis of Bearings:

A $\frac{1}{2}$ " iron rod found at the southeast corner of Lot 3, Block 3, and a $\frac{1}{2}$ " iron rod found at the southeast corner of Lot 1, Block 2, Pinto Valle Industrial Park, Phase I.

Called to be: S 67°59'30" W 414.86'

But found by GPS observation to be: S 67°35'12" W 415.07'

GPS, Texas Coordinate System, South Zone, NAD 83

State of Texas:

County of Webb:

I, **Enrique A. Mejia III**, a Registered Professional Land Surveyor, do hereby state that the above captioned "Field Notes" and attached "Plat of Survey" is true and was prepared from an actual survey of the property made under my supervision on the ground and that the corner monuments shown were properly placed or located under my supervision.

R.P.L.S. No. 5653 - Texas



Current Date

Sheet 2 of 2)



Blue Top Land Surveying

101 W. Hillside, Suite 10
Laredo, Texas 78041
956-724-8423 712-2580 fax
FIRM#10071800

**Closure of
7.29 Acre tract of land out of a tract of land
conveyed by deed to Primos Transporte Inc. and
Pinto Valle Industrial Park, Phase I,
Situated in Webb County, Texas**

Course: N 22-25-47 W	Distance: 360.00
Course: S 67-34-13 W	Distance: 181.50
Course: N 22-25-47 W	Distance: 70.00
Course: N 67-34-13 E	Distance: 890.61
Course: S 22-25-47 E	Distance: 430.04
Course: S 67-39-35 W	Distance: 22.34
Course: S 67-34-13 W	Distance: 686.77

Perimeter: 2641.26

Area: 317625.00 7.29 acres

Mapcheck Closure - (Uses listed courses & COGO Units)

Error of Closure: 0.005 Course: N 22-44-03 W

Precision 1: 515356.87

State of Texas:

County of Webb:

I, Enrique A. Mejia III, a Registered Professional Land Surveyor, do hereby state that the above captioned "Closure" is true and was prepared from an actual survey of the property made under my supervision on the ground and that the corner monuments shown were properly placed or located under my supervision.


R.P.L.S. No. 5653 - Texas



11-21-19
Current Date

**CITY OF LAREDO
ANNEXATION AGREEMENT AND SERVICE PLAN
TRACT 3
BLANCA ESTELA RODRIGUEZ TRACT**

WHEREAS, the City of Laredo is a home rule municipality and a political subdivision of the State of Texas; and

WHEREAS, Chapter 43.003 of the Texas Local Government Code specifically sets out the legal requirements for the annexation of land adjoining the city limits of a home-rule municipality, such as the City of Laredo, Texas; and

WHEREAS, Blanca Estela Rodriguez, has filed a voluntary petition with the City of Laredo for the annexation of a 7.29 acre tract of land, said tract of land being more particularly described by metes and bounds on the attached Exhibit "A"; and

WHEREAS, Section 1.04 of the Charter of the City of Laredo requires the execution of an annexation agreement between the City of Laredo and the landowner of the territory being annexed; and

WHEREAS, Section 43.056 of the Texas Local Government Code, requires the preparation of a service plan describing the provision of municipal services to the territory being annexed, prior to implementation of annexation proceedings and related public hearings.

NOW, THEREFORE, FOR AND IN CONSIDERATION, of the sum of Seven-Hundred Fifty and No/100 Dollars (\$750.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **CITY OF LAREDO**, a home-rule municipality, and Blanca Estela Rodriguez being the parties to this **ANNEXATION AGREEMENT AND SERVICE PLAN**, do hereby mutually acknowledge, consent, and agree to the following terms, conditions and service plan for annexation by the City of Laredo of 7.29 acres of land, more or less, belonging to Blanca Estela Rodriguez.

SERVICE PLAN

A petition for annexation from City of Laredo was received for property designated as "Tract 3 (Blanca Estela Rodriguez Tract)" described by metes and bounds in Exhibit "A" of this Annexation Agreement and Service Plan and made a part hereof for all purposes. This Service Plan was prepared in accordance with the requirements of Section 43.056 of the Texas Local Government Code and was available for review by the public at hearings duly held on March 2, 2020. Public notice of the hearings was provided on February 19, 2020 and February 21, 2020, not more than twenty or less than ten days before the hearings as provided in Section 43.0561 of the Texas Local Government Code.

Section 1. Services to be provided on the effective date of annexation

1. Police Protection: Police protection shall be provided to the tract immediately upon the effective date of annexation. Police protection shall include traffic control enforcement, crime prevention activities, police patrol, crime investigation, and emergency response.
2. Fire protection and Emergency Medical Services: First response fire and EMS services will be provided to the area from Fire Station No. 13, which is located approximately 0.68 miles from the proposed site. Fire services include protection, prevention, and emergency medical response.
3. Solid Waste Collection: The collection and disposal of solid waste will be extended to the area within thirty days from the effective date of annexation on the same basis as other residential and institutional customers. Institutional, commercial, and industrial generators of solid waste may use city services or contract with private haulers. Disposal of all solid waste will be at the municipal sanitary landfill. Fees charged customers within the tract will be the same as all similarly classified customers.

4a. Operation and Maintenance of Public Water Services

RESIDENTIAL ANNEXATION FEE FOR WATER:

Lots under 10,000 sqft	\$1,039.46/lot (135 gpcd X 3.7 person/lot X \$2.081/gal)
Lots over 10,000 sqft	\$1,560.60/lot

COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR WATER:

Less than 1.0 acres	\$1,040.40/lot
Lots 1 acre and Fraction:	\$1,560.60/acre

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Water service will be to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Water for fire protection services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

4b. Operation and Maintenance of Public Wastewater Services:

RESIDENTIAL ANNEXATION FEE FOR SANITARY SEWER:

Lots under 10,000 sqft	\$1,770.82/lot (100 gpcd X 3.7 person/lot X \$4.786/gal)
Lots over 10,000 sqft	\$2,080.80/lot

COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR SANITARY SEWER:

Less than 5.0 acres	\$1,292.22/acre (15 people/ac. X 18 gallons/person/day X \$4.786 gallon=\$1,292.22)
More than 5.01 acres	\$1,560.60/acre

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Wastewater service will be provided to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Wastewater services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

5. Maintenance of roads and streets: Public roads and streets will be maintained on the effective date of the annexation in the same manner as all roads and streets within the city limits. All thoroughfare rights-of-way shall be dedicated to comply with the Long Range Thoroughfare requirements of the City of Laredo's Comprehensive Plan. Road maintenance consists of repair of paving, maintenance of traffic lights, controls and signals, and will be provided immediately upon annexation. Street lighting is required of all new development and will be provided at petitioner's expense.

6. Operation and Maintenance of parks, playgrounds and swimming pools: No public parks, playgrounds, or swimming pools are presently located within the tract.

7. Operation and Maintenance of other public facilities: No public facilities, public buildings, or other service facilities are presently located within the tract. All facilities required by the development shall be provided at the expense of the petitioner, its successors and assigns, or jointly in cooperation with the city at such time as warranted by the development.

The Service Plan does not contemplate the creation of another political subdivision, nor will it require the funding of capital improvements by the petitioner to which petitioner has not agreed prior to the institution of proceedings, or which will be charged in any manner inconsistent with Chapter 395 of the Texas Local Government Code. The Service Plan does not propose services in the area in a manner that would have the effect of reducing by more than a negligible amount the level of fire and police protection and emergency medical services provided within the corporate boundaries of the municipality before annexation.

If the annexed area had a lower level of services, infrastructure, and infrastructure maintenance than the level of services, infrastructure, and infrastructure maintenance provided within the corporate boundaries of the municipality before annexation, a service

plan must provide the annexed area with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the municipality with topography, land use, and population density similar to those reasonably contemplated or projected in the area.

Section 2. Capital Improvements

The tract does not require the construction or acquisition of capital improvements by the City. Petitioner agrees to provide all roadways, drainage, and all public improvements at such time as the property is platted.

Section 3. Land Use

When the annexation results in the abutment of residential uses with M-1 (Light Manufacturing District) as defined in the Laredo Land Development Code, a 100 ft. buffer yard between the different land uses shall be required, and the buffer yard shall be maintained by the property owner. This *Section 3. Land Use* shall survive the expiration of this agreement.

The Service Plan is valid for a period of ten years, and all services within the area shall be provided in accordance with the Plan. Should an ordinance pertaining to reserve areas or impact fees be adopted by the City Council, the ordinance shall supersede any provisions established herein.

**THIS ANNEXATION AGREEMENT AND SERVICE PLAN WAS ENTERED INTO
AND EXECUTED ON THIS _____ DAY OF _____, 2020.**

**CITY OF LAREDO,
a Texas Municipal Corporation**

By: _____

**Robert A. Eads
City Manager**

BLANCA ESTELA RODRIGUEZ

By: _____

Blanca Estela Rodriguez

APPROVED AS TO FORM:

Kristina L. Hale
City Attorney

ACKNOWLEDGMENT

State of Texas *
County of Webb *

This instrument was acknowledged before me on this ____ day of _____ ,
2020 by Robert A. Eads, for and on behalf of the City of Laredo.

Notary Public, State of Texas

ACKNOWLEDGMENT

State of Texas *
County of Webb *

This instrument was acknowledged before me on this ____ day of _____ ,
2020 by Blanca Estela Rodríguez.

Notary Public, State of Texas

ORDINANCE NO. 2020-O-

ALTERING AND EXTENDING THE BOUNDARY LIMITS OF THE CITY OF LAREDO, ANNEXING ADDITIONAL TERRITORY OF 7.29 ACRES, MORE OR LESS, LOCATED NORTH OF FM 1472 AND EAST OF LAMPAZOS LOOP, PROVIDING FOR THE EFFECTIVE DATE OF THE ORDINANCE, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT ADOPTING A SERVICE PLAN FOR THE ANNEXED TERRITORY, AND ESTABLISHING THE INITIAL ZONING OF M-1 (LIGHT MANUFACTURING DISTRICT).

WHEREAS, the land hereinafter described is contiguous to the corporate limits of the City of Laredo, Texas, and is located within its extraterritorial jurisdiction; and

WHEREAS, the owner of the land has applied for the voluntary annexation of the land, described by the metes and bounds and attached hereto and made a part hereof for all the purposes, as set out in Exhibit "A"; and

WHEREAS, the City of Laredo has an unused allocation from prior calendar years; and

WHEREAS, the City Council believes and so finds that the annexation of such land is in the public interest and will promote the general welfare; and

WHEREAS, two (2) public hearings were held in compliance with Article 43.052, of the Municipal Annexation Act, giving all persons interested in such annexation an opportunity to be heard; and

WHEREAS, notice of such public hearings was duly given, as provided by law, and such hearings were held on the date and at the time, place and hour so announced; and

WHEREAS, at said Public Hearings, the proposed Service Plan for the annexation land herein described was considered by the City Council and was made available for public inspection.

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

Section 1: That the City of Laredo hereby adopts a Service Plan for the extension of municipal services into the land described in Exhibit "A". A copy of said Service Plan is marked Exhibit "B" attached hereto and made a part hereof for all purposes.

Section 2: That the following described land and land containing 7.29 acres lying adjacent to and adjoining the City of Laredo is hereby added and annexed to the City of Laredo, and said land be and is included within the boundary limits of the City of Laredo, and

the present boundary limits of said City, at the various points contiguous to the area hereinafter described, are altered and amended so as to include said area within the corporate limits of the City of Laredo. That from and after the effective date of this Ordinance, the Boundary Limits of the City of Laredo shall include all such additional, adjacent, and hereby annexed land herein above described in Section 2. That from and after the final passage and adoption of this Ordinance, the Boundary Limits of the City of Laredo, Texas, shall be as herein above set out in Exhibit "A", and the property situated therein shall bear its pro rata part of the taxes levied by the City of Laredo, and the inhabitants thereof shall be entitled to all the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions and regulations of the City of Laredo.

Section 3: That the Zoning Map of the City of Laredo be and is hereby amended to show the initial zoning designation boundaries for the land, as set out in Exhibit "A", attached hereto and made a part hereof for all purposes as M-1 (Light Manufacturing District).

Section 4: Severability

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

Section 5: 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 which this ordinance and the subject matter approves and confirms such written notice and the contents and posting hereof.

Section 6: That this Ordinance shall be published in the manner provided in article II, Section 2.09 (D) of the Charter of the City of Laredo.

Section 7: This Ordinance shall become effective upon passage.

APPROVED BY THE MAYOR ON THIS THE ____ DAY OF _____, 2020.

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA L. HALE
CITY ATTORNEY

City Council-Regular

Meeting Date: 04/06/2020

Initiated By: Gallus Properties c/o George Gubser

Staff Source: James Kirby Snideman, AICP, Director of Planning

SUBJECT

Public Hearing and Introductory Ordinance altering and extending the boundary limits of the City of Laredo by annexing additional territory of 1.45 acres, more or less, located north of FM 1472/Mines Rd. and east of Copper Mine Rd. Providing for the effective date of the ordinance, authorizing the City Manager to execute a contract adopting a service plan for the annexed territory, and establishing the initial zoning of M-1 (Light Manufacturing District).

PREVIOUS COUNCIL ACTION

On January 21, 2020, the City Council directed staff to draft the Annexation Agreements and Service Plans for the voluntary annexation requests, referred to the Planning and Zoning Commission, and further authorized the City Manager to enter into Water Supply, Sanitary Sewer Service and Controlled Development Contracts with the owners of the eligible proposed annexation tracts.

BACKGROUND

Texas Local Government Code Section 43.063 require a public hearing before City Council. The public hearing was held on March 2, 2020. The petition for annexation was presented before the Planning and Zoning Commission on February 6, 2020. The petition for annexation will subsequently go before City Council for final reading of the ordinance on April 20, 2020. Tract 4 is as follows:

Voluntary Annexation:

Tract 4 - 1.45 acres, more or less, located north of FM 1472/Mines Rd. and east of Copper Mine Rd.

Petitioner: Gallus Properties c/o George Gubser

COMMITTEE RECOMMENDATION

Planning and Zoning Commission recommended approval of the initial zoning for the annexation.

Planning and Zoning Commission recommended the approval of the annexation.

IMPACT ANALYSIS:

The financial implication is outlined in the Annexation Feasibility Analysis.

Proposed Use: Light Manufacturing (M-1)

Site: Tractor trailer yard and cargo facility owned and operated by Transmaritime Inc.

Surrounding Land Uses: North of the property is a tractor trailer yard. To the east of the property is a commercial stockyard. To the west are residential and commercial uses.

Comprehensive Plan: The Future Land Use Map identifies this tract as Light Industrial.

Re: <https://www.cityoflaredo.com/Planning/assets/viva-laredo---city-of-laredo-comprehensive-plan.pdf#page=39>
Land Use Patterns pages 1.13 through 1.16.

Transportation Plan: The Long Range Thoroughfare Plan identifies FM 1472/Mines Rd as an Expressway.

Coppermine Rd. is not identified on the plan.

Re: https://www.cityoflaredo.com/Maps/GIS_MAPS/maps/Thoroughfare.pdf

Letters sent to surrounding property owners: 9 In favor: 0 Opposed: 0

STAFF RECOMMENDATION

Planning and Zoning staff recommends approval of the initial zoning for the annexation.

Planning and Zoning staff recommends approval of the annexation.

M-1 (Light Manufacturing District):

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 the initial zoning contrary to the established land use pattern?

No. North of the property is tractor trailer yard. To the east of the property is a commercial stockyard. To the west are residential and commercial uses.

Would the initial zoning create an isolated zoning district unrelated to surrounding districts?

Yes. The land to south is zoned AG (Agricultural District).

Will the initial zoning adversely influence living conditions in the neighborhood?

No. The land to the west is a mix of residential and commercial.

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

N/A

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Calculations

Overview of Annexation Tracts

Tract 4 - Map

Tract 4 - 200 ft. Buffer

Tract 4 - Surrounding Zoning

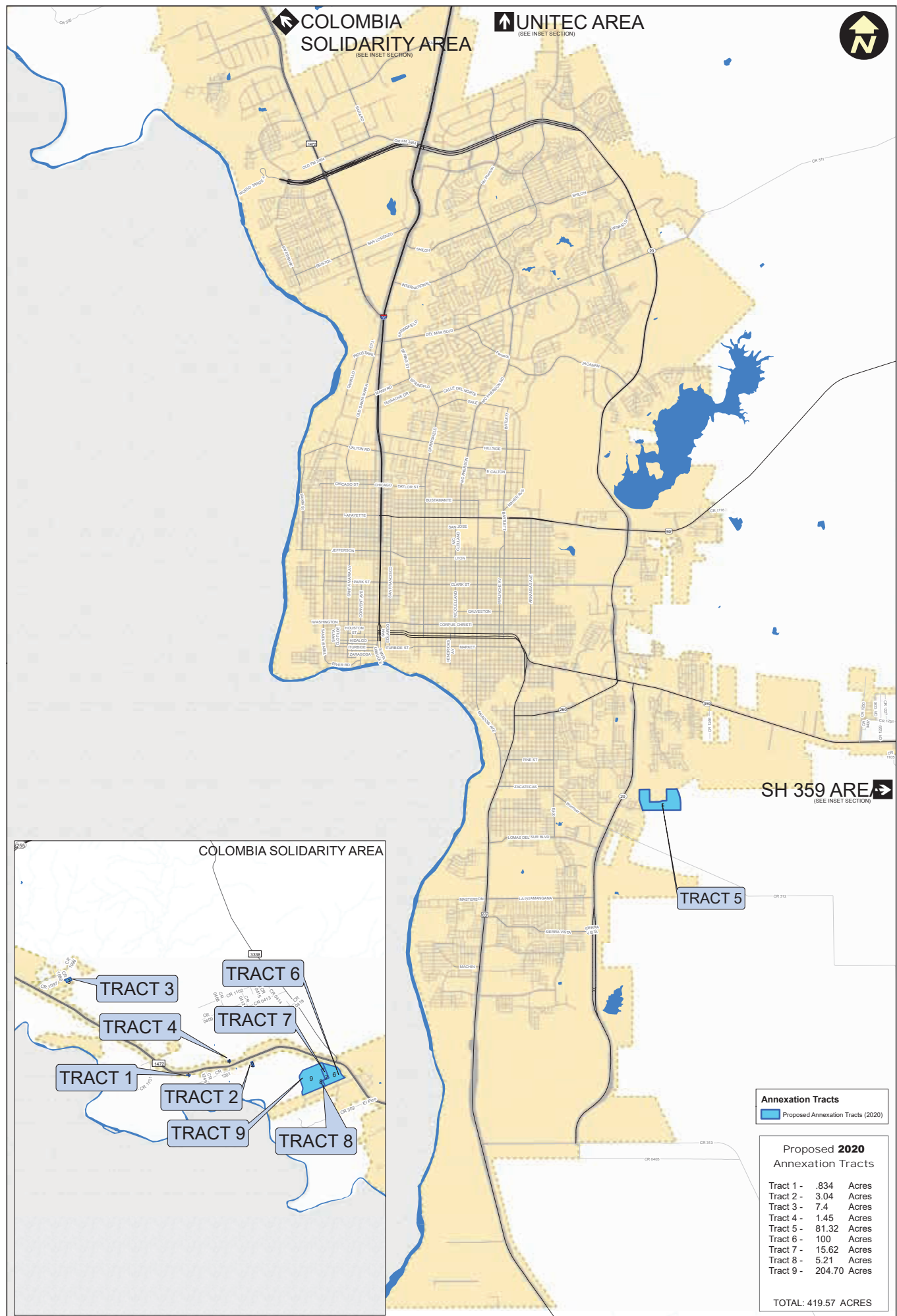
Tract 4 - Future Land Use Map

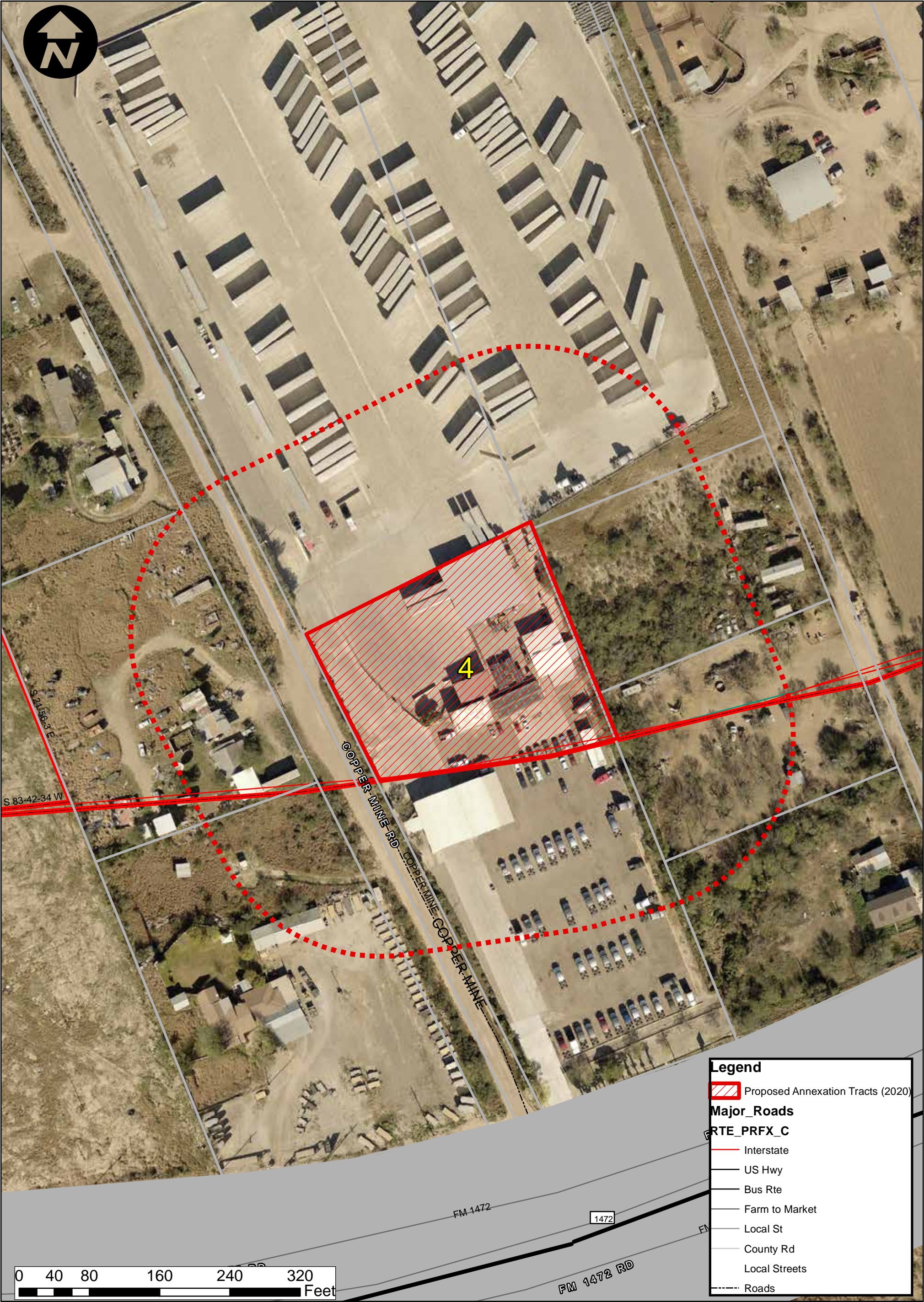
Tract 4 - Survey

Tract 4 - Metes and Bounds

Tract 4 - Annexation Agreement and Service Plan

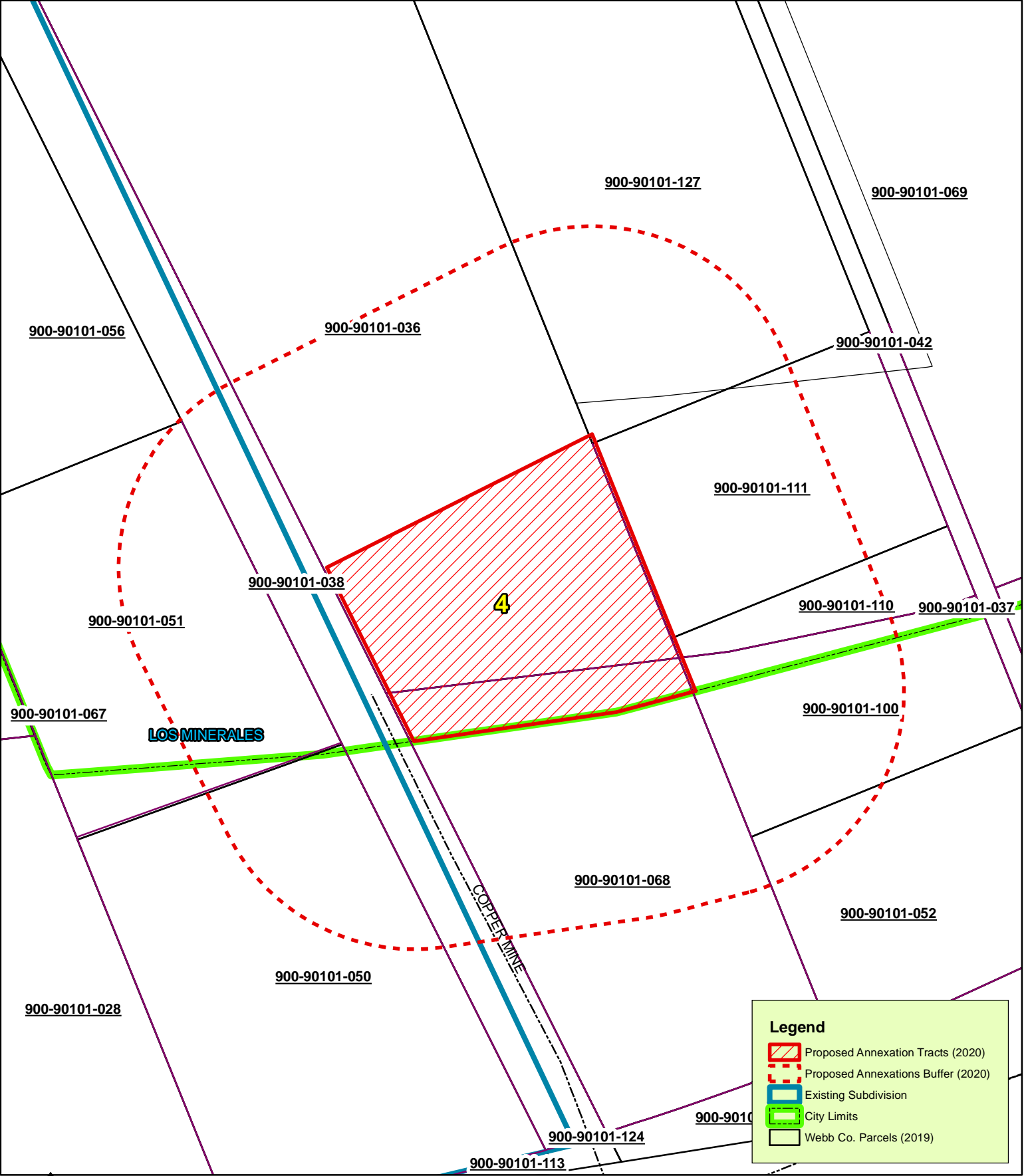
Tract 4 - Ordinance





GALLUS PROPERTIES TRACT

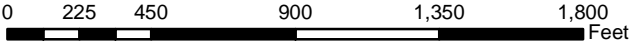
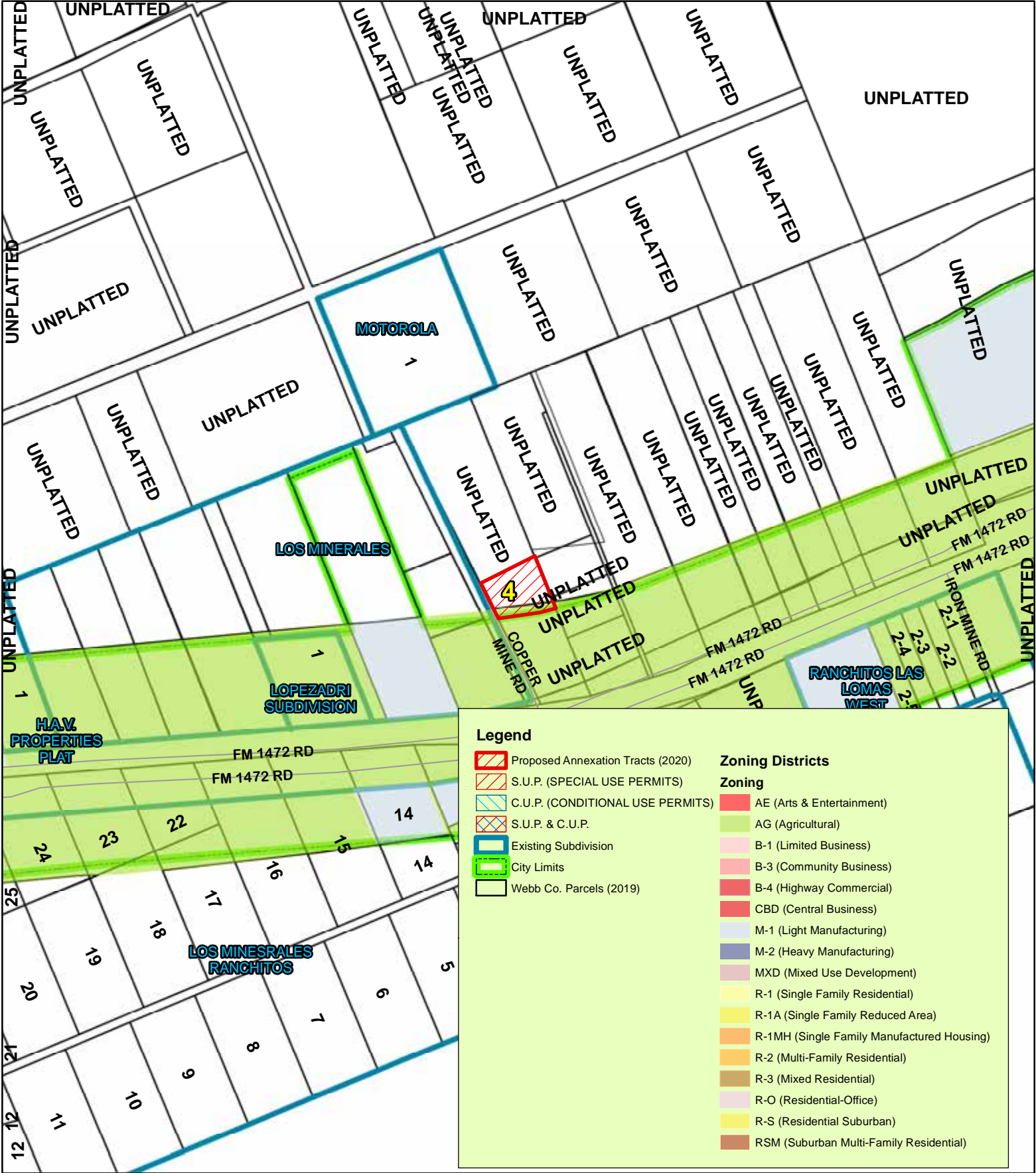
BLUE TOP



0 40 80 160 240 320 Feet

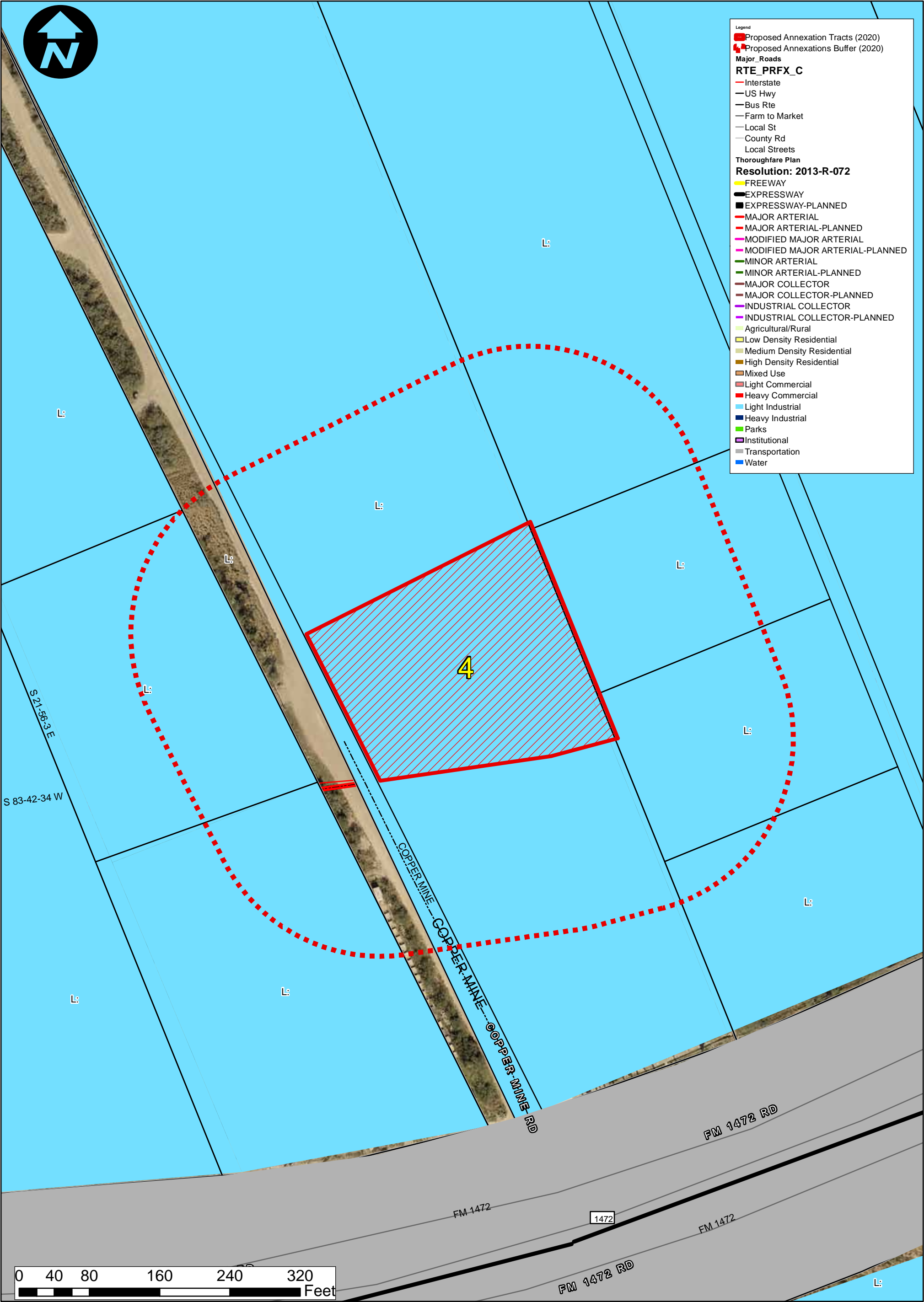
GALLUS PROPERTIES TRACT

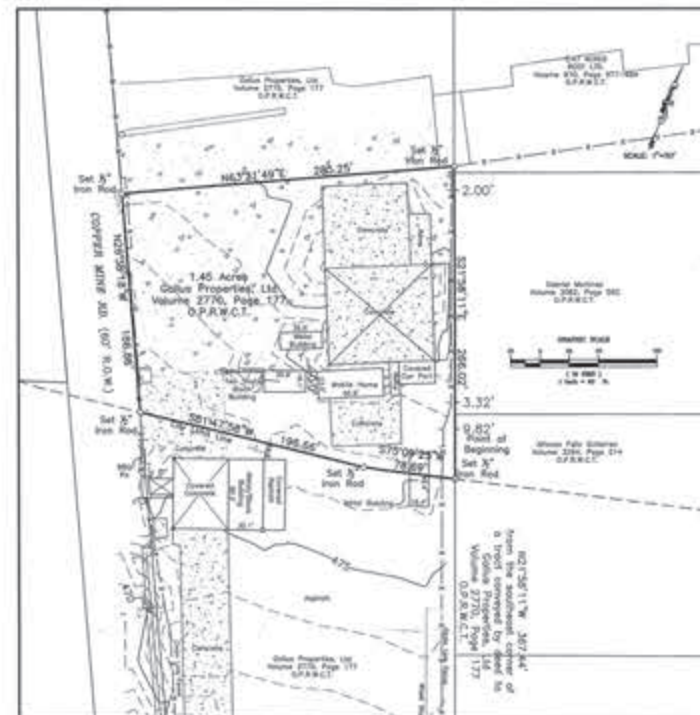
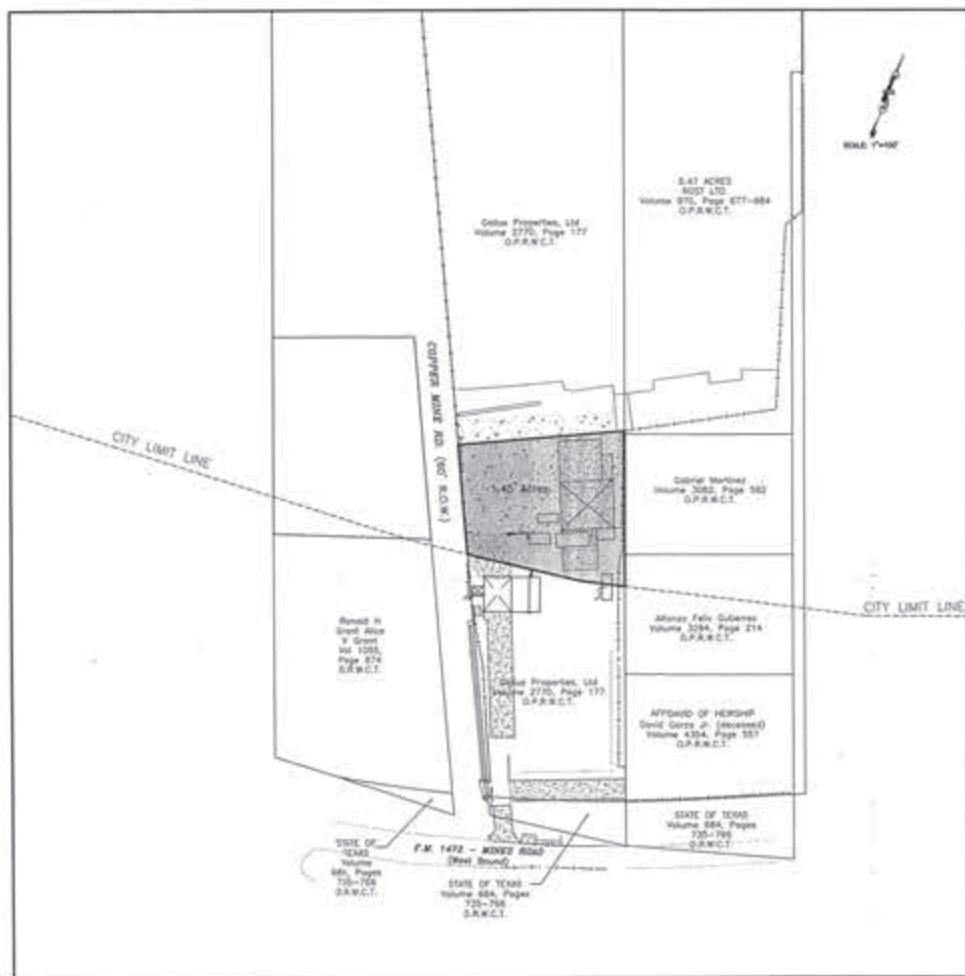
BLUE TOP



GALLUS PROPERTIES TRACT

BLUE TOP





FLOOD NOTES:
 1. Flooded area is approximately 100 acres.
 2. Flooded area is approximately 100 acres.
 3. Flooded area is approximately 100 acres.
 4. Flooded area is approximately 100 acres.
 5. Flooded area is approximately 100 acres.
 6. Flooded area is approximately 100 acres.
 7. Flooded area is approximately 100 acres.
 8. Flooded area is approximately 100 acres.
 9. Flooded area is approximately 100 acres.
 10. Flooded area is approximately 100 acres.

Attention Surveyors:
A 1.40 Acre tract of land, out of a tract
conveyed to State of South Carolina,
located in Volume 2715, Page 171, C.P.R.
situated in City of Lincoln, South County, S.C.

[illegible]

**Blue Top
Land Surveying**
1014 Macmillan Drive SE
Lakeland, Florida 33801
Phone: (813) 734-8400
Fax: (813) 734-8400
E-mail: btop@btop.com



Blue Top Land Surveying

101 W. Hillside, Suite 10
Laredo, Texas 78041
956-724-8423 712-2580 fax

Field Notes of

**A 1.45 Acre tract of land, out of a tract of land
conveyed by deed to Gallus Properties, Ltd,
recorded in Volume 2770, Page 177, O.P.R.W.C.T.,
situated partially in City of Laredo and Webb County, Texas.**

Being a tract of land containing 1.45 acres, more or less, out of a tract of land conveyed by deed to Gallus Properties, Ltd, recorded in Volume 2770, Page 177, Official Public Records, Webb County, Texas, situated partially in City of Laredo and Webb County, Texas; said 2.24 acre tract being more particularly described by metes and bounds as follows:

Beginning at a point which bears North 21 degrees 58 minutes 11 seconds West 367.44 feet from a $\frac{1}{2}$ " **iron rod** found at the southwest corner of a tract of land conveyed by deed to David Garza Jr. (deceased), recorded in Volume 4354, Page 557, Official Public Records, Webb County, Texas at the north Right-of-Way of F.M. 1472 (Mines Road), for the southeast corner of the herein described tract;

Thence, South 75°09'25" West, a distance of **78.69 feet** to a $\frac{1}{2}$ " iron rod set, for a point of deflection of the herein described tract;

Thence, South 81°47'58" West, a distance of **196.66 feet** to a $\frac{1}{2}$ " iron rod set at the east Right-of-Way line of Copper Mine Rd, for the southwest corner of the herein described tract;

Thence, along said Right-of-Way line of Copper Mine Rd., **North 26°38'18" West**, a distance of **186.86 feet** to a $\frac{1}{2}$ " iron rod set, for the northwest corner of the herein described tract;

Thence, North 63°21'49" East, a distance of **285.25 feet** to a $\frac{1}{2}$ " iron rod set, for the northeast corner of the herein described tract;

Thence, South 21°58'11" East, along the west line of Gabriel Martinez tract and Alfonso Felix Gutierrez tract, a total distance of **266.02 feet** to return and close at the **POINT OF BEGINNING** of this 1.45 acre tract, more or less.

Basis of Bearings:

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

State of Texas:

County of Webb:

I, Enrique A. Mejia III, a Registered Professional Land Surveyor, do hereby state that the above captioned "Field Notes" and attached "Plat of Survey" is true and was prepared from an actual survey of the property made under my supervision on the ground and that the corner monuments shown were properly placed or located under my supervision.


R.P.L.S. No. 5653 - Texas

5-2-19
Current Date

(Sheet 2 of 2)





Blue Top Land Surveying

101 W. Hillside, Suite 10
Laredo, Texas 78041
956-724-8423 724-7208 fax

Closure Sheet of
A 1.45 Acre tract of land, out of a tract of land
conveyed by deed to Gallus Properties, Ltd,
recorded in Volume 2770, Page 177, O.P.R.W.C.T.,
situated partially in City of Laredo and Webb County, Texas.

Course: S 75-09-25 W	Distance: 78.69
Course: S 81-47-58 W	Distance: 196.66
Course: N 26-38-18 W	Distance: 186.86
Course: N 63-21-49 E	Distance: 285.25
Course: S 21-58-11 E	Distance: 266.02

Perimeter: 1013.48

Area: 63337.78	1.45 acres
Mapcheck Closure - (Uses listed courses & COGO Units)	
Error of Closure: 0.006	Course: N 82-58-39 W
Precision 1: 184188.9	


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



**CITY OF LAREDO
ANNEXATION AGREEMENT AND SERVICE PLAN
TRACT 4
GALLUS PROPERTIES TRACT**

WHEREAS, the City of Laredo is a home rule municipality and a political subdivision of the State of Texas; and

WHEREAS, Chapter 43.003 of the Texas Local Government Code specifically sets out the legal requirements for the annexation of land adjoining the city limits of a home-rule municipality, such as the City of Laredo, Texas; and

WHEREAS, Gallus Properties, has filed a voluntary petition with the City of Laredo for the annexation of a 1.45 acre tract of land, said tract of land being more particularly described by metes and bounds on the attached Exhibit "A"; and

WHEREAS, Section 1.04 of the Charter of the City of Laredo requires the execution of an annexation agreement between the City of Laredo and the landowner of the territory being annexed; and

WHEREAS, Section 43.056 of the Texas Local Government Code, requires the preparation of a service plan describing the provision of municipal services to the territory being annexed, prior to implementation of annexation proceedings and related public hearings.

NOW, THEREFORE, FOR AND IN CONSIDERATION, of the sum of Seven-Hundred Fifty and No/100 Dollars (\$750.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **CITY OF LAREDO**, a home-rule municipality, and Gallus Properties being the parties to this **ANNEXATION AGREEMENT AND SERVICE PLAN**, do hereby mutually acknowledge, consent, and agree to the following terms, conditions and service plan for annexation by the City of Laredo of 1.45 acres of land, more or less, belonging to Gallus Properties.

SERVICE PLAN

A petition for annexation from City of Laredo was received for property designated as "Tract 4 (Gallus Properties Tract)" described by metes and bounds in Exhibit "A" of this Annexation Agreement and Service Plan and made a part hereof for all purposes. This Service Plan was prepared in accordance with the requirements of Section 43.056 of the Texas Local Government Code and was available for review by the public at hearings duly held on March 2, 2020. Public notice of the hearings was provided on February 19, 2020 and February 21, 2020, not more than twenty or less than ten days before the hearings as provided in Section 43.0561 of the Texas Local Government Code.

Section 1. Services to be provided on the effective date of annexation

1. Police Protection: Police protection shall be provided to the tract immediately upon the effective date of annexation. Police protection shall include traffic control enforcement, crime prevention activities, police patrol, crime investigation, and emergency response.
2. Fire protection and Emergency Medical Services: First response fire and EMS services will be provided to the area from Fire Station No. 13, which is located approximately 7.16 miles from the proposed site. Fire services include protection, prevention, and emergency medical response.
3. Solid Waste Collection: The collection and disposal of solid waste will be extended to the area within thirty days from the effective date of annexation on the same basis as other residential and institutional customers. Institutional, commercial, and industrial generators of solid waste may use city services or contract with private haulers. Disposal of all solid waste will be at the municipal sanitary landfill. Fees charged customers within the tract will be the same as all similarly classified customers.

4a. Operation and Maintenance of Public Water Services

RESIDENTIAL ANNEXATION FEE FOR WATER:

Lots under 10,000 sqft	\$1,039.46/lot (135 gpcd X 3.7 person/lot X \$2.081/gal)
Lots over 10,000 sqft	\$1,560.60/lot

COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR WATER:

Less than 1.0 acres	\$1,040.40/lot
Lots 1 acre and Fraction:	\$1,560.60/acre

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Water service will be to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Water for fire protection services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

4b. Operation and Maintenance of Public Wastewater Services:

RESIDENTIAL ANNEXATION FEE FOR SANITARY SEWER:

Lots under 10,000 sqft	\$1,770.82/lot (100 gpcd X 3.7 person/lot X \$4.786/gal)
Lots over 10,000 sqft	\$2,080.80/lot

COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR SANITARY SEWER:

Less than 5.0 acres	\$1,292.22/acre (15 people/ac. X 18 gallons/person/day X \$4.786 gallon=\$1,292.22)
More than 5.01 acres	\$1,560.60/acre

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Wastewater service will be provided to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Wastewater services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

5. Maintenance of roads and streets: Public roads and streets will be maintained on the effective date of the annexation in the same manner as all roads and streets within the city limits. All thoroughfare rights-of-way shall be dedicated to comply with the Long Range Thoroughfare requirements of the City of Laredo's Comprehensive Plan. Road maintenance consists of repair of paving, maintenance of traffic lights, controls and signals, and will be provided immediately upon annexation. Street lighting is required of all new development and will be provided at petitioner's expense.

6. Operation and Maintenance of parks, playgrounds and swimming pools: No public parks, playgrounds, or swimming pools are presently located within the tract.

7. Operation and Maintenance of other public facilities: No public facilities, public buildings, or other service facilities are presently located within the tract. All facilities required by the development shall be provided at the expense of the petitioner, its successors and assigns, or jointly in cooperation with the city at such time as warranted by the development.

The Service Plan does not contemplate the creation of another political subdivision, nor will it require the funding of capital improvements by the petitioner to which petitioner has not agreed prior to the institution of proceedings, or which will be charged in any manner inconsistent with Chapter 395 of the Texas Local Government Code. The Service Plan does not propose services in the area in a manner that would have the effect of reducing by more than a negligible amount the level of fire and police protection and emergency medical services provided within the corporate boundaries of the municipality before annexation.

If the annexed area had a lower level of services, infrastructure, and infrastructure maintenance than the level of services, infrastructure, and infrastructure maintenance provided within the corporate boundaries of the municipality before annexation, a service

plan must provide the annexed area with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the municipality with topography, land use, and population density similar to those reasonably contemplated or projected in the area.

Section 2. Capital Improvements

The tract does not require the construction or acquisition of capital improvements by the City. Petitioner agrees to provide all roadways, drainage, and all public improvements at such time as the property is platted.

Section 3. Land Use

When the annexation results in the abutment of residential uses with M-1 (Light Manufacturing District) as defined in the Laredo Land Development Code, a 100 ft. buffer yard between the different land uses shall be required, and the buffer yard shall be maintained by the property owner. This *Section 3. Land Use* shall survive the expiration of this agreement.

The Service Plan is valid for a period of ten years, and all services within the area shall be provided in accordance with the Plan. Should an ordinance pertaining to reserve areas or impact fees be adopted by the City Council, the ordinance shall supersede any provisions established herein.

**THIS ANNEXATION AGREEMENT AND SERVICE PLAN WAS ENTERED INTO
AND EXECUTED ON THIS _____ DAY OF _____, 2020.**

**CITY OF LAREDO,
a Texas Municipal Corporation**

By: _____

**Robert A. Eads
City Manager**

GALLUS PROPERTIES

By: _____

**Roger Gubser
Authorized Representative**

APPROVED AS TO FORM:

Kristina L. Hale
City Attorney

ACKNOWLEDGMENT

State of Texas *
County of Webb *

This instrument was acknowledged before me on this ____ day of _____ ,
2020 by Robert A. Eads, for and on behalf of the City of Laredo.

Notary Public, State of Texas

ACKNOWLEDGMENT

State of Texas *
County of Webb *

This instrument was acknowledged before me on this ____ day of _____ ,
2020 by Roger Gubser on behalf of Gallus Properties.

Notary Public, State of Texas

ORDINANCE NO. 2020-O-

ALTERING AND EXTENDING THE BOUNDARY LIMITS OF THE CITY OF LAREDO, ANNEXING ADDITIONAL TERRITORY OF 1.45 ACRES, MORE OR LESS, LOCATED NORTH OF FM 1472 AND EAST OF COPPER MINE RD., PROVIDING FOR THE EFFECTIVE DATE OF THE ORDINANCE, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT ADOPTING A SERVICE PLAN FOR THE ANNEXED TERRITORY, AND ESTABLISHING THE INITIAL ZONING OF M-1 (LIGHT MANUFACTURING DISTRICT).

WHEREAS, the land hereinafter described is contiguous to the corporate limits of the City of Laredo, Texas, and is located within its extraterritorial jurisdiction; and

WHEREAS, the owner of the land has applied for the voluntary annexation of the land, described by the metes and bounds and attached hereto and made a part hereof for all the purposes, as set out in Exhibit "A"; and

WHEREAS, the City of Laredo has an unused allocation from prior calendar years; and

WHEREAS, the City Council believes and so finds that the annexation of such land is in the public interest and will promote the general welfare; and

WHEREAS, a public hearing was held in compliance with Article 43.052, of the Municipal Annexation Act, giving all persons interested in such annexation an opportunity to be heard; and

WHEREAS, notice of such public hearing was duly given, as provided by law, and such hearing was held on the date and at the time, place and hour so announced; and

WHEREAS, at said Public Hearing, the proposed Service Plan for the annexation land herein described was considered by the City Council and was made available for public inspection.

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

Section 1: That the City of Laredo hereby adopts a Service Plan for the extension of municipal services into the land described in Exhibit "A". A copy of said Service Plan is marked Exhibit "B" attached hereto and made a part hereof for all purposes.

Section 2: That the following described land and land containing 1.45 acres lying adjacent to and adjoining the City of Laredo is hereby added and annexed to the City of Laredo, and said land be and is included within the boundary limits of the City of Laredo, and

the present boundary limits of said City, at the various points contiguous to the area hereinafter described, are altered and amended so as to include said area within the corporate limits of the City of Laredo. That from and after the effective date of this Ordinance, the Boundary Limits of the City of Laredo shall include all such additional, adjacent, and hereby annexed land herein above described in Section 2. That from and after the final passage and adoption of this Ordinance, the Boundary Limits of the City of Laredo, Texas, shall be as herein above set out in Exhibit "A", and the property situated therein shall bear its pro rata part of the taxes levied by the City of Laredo, and the inhabitants thereof shall be entitled to all the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions and regulations of the City of Laredo.

Section 3: That the Zoning Map of the City of Laredo be and is hereby amended to show the initial zoning designation boundaries for the land, as set out in Exhibit "A", attached hereto and made a part hereof for all purposes as M-1 (Light Manufacturing District).

Section 4: Severability

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

Section 5: 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 which this ordinance and the subject matter approves and confirms such written notice and the contents and posting hereof.

Section 6: That this Ordinance shall be published in the manner provided in article II, Section 2.09 (D) of the Charter of the City of Laredo.

Section 7: This Ordinance shall become effective upon passage.

APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2020.

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA L. HALE
CITY ATTORNEY

City Council-Regular

Meeting Date: 04/06/2020

Initiated By: Cuatro Vientos South, LTD

Staff Source: James Kirby Snideman, AICP, Director of Planning

SUBJECT

Public Hearing and Introductory Ordinance altering and extending the boundary limits of the City of Laredo by annexing additional territory of 81.02 acres, more or less, located east of Cuatro Vientos Rd./Loop 20 and north of Wormser Rd. providing for the effective date of the ordinance, authorizing the City Manager to execute a contract adopting a service plan for the annexed territory, and establishing the initial zoning of AG (Agricultural District).

PREVIOUS COUNCIL ACTION

On January 21, 2020, the City Council directed staff to draft the Annexation Agreements and Service Plans for the voluntary annexation requests, referred to the Planning and Zoning Commission, and further authorized the City Manager to enter into Water Supply, Sanitary Sewer Service and Controlled Development Contracts with the owners of the eligible proposed annexation tracts.

BACKGROUND

Texas Local Government Code Section 43.063 requires a public hearing before City Council. The public hearing was held on March 2, 2020. The petition for annexation was presented before the Planning and Zoning Commission on February 6, 2020. The petition for annexation will subsequently go before City Council for final reading of the ordinance on April 20, 2020. Tract 5 is as follows:

Voluntary Annexation:

Tract 5 - 81.02 acres more or less, located east of Cuatro Vientos Rd./Loop 20 and north of Wormser Rd.

Petitioner: Cuatro Vientos South, LTD

COMMITTEE RECOMMENDATION

Planning and Zoning Commission recommended approval of the initial zoning for the annexation.

Planning and Zoning Commission recommended approval of the annexation.

IMPACT ANALYSIS:

The financial implication is outlined in the Annexation Feasibility Analysis.

Proposed Use: Residential

Site: Vacant undeveloped land.

Surrounding Land Uses: West of the property is the Cuatro Vientos East Wright Ranch Subdivision, Phase IV. North, south, and east of the property is vacant undeveloped land.

Comprehensive Plan: The Future Land Use Map identifies this tract as Low Density Residential, Medium Density Residential, and High Density Residential.

Re: <https://www.cityoflaredo.com/Planning/assets/viva-laredo---city-of-laredo-comprehensive-plan.pdf#page=39>
Land Use Patterns pages 1.13 through 1.16.

Transportation Plan: The Long Range Thoroughfare Plan identifies Cuatro Vientos Rd./Loop 20 as an

Expressway. Wormser Rd. is not identified on the Plan.

Re: https://www.cityoflaredo.com/Maps/GIS_MAPS/maps/Thoroughfare.pdf

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

STAFF RECOMMENDATION

Planning and Zoning staff recommends approval of the initial zoning for the annexation.

Planning and Zoning staff recommends approval of the annexation.

AG (Agricultural District):

The purpose of the AG (Agricultural District) is to provide an area for agricultural pursuits protected from infringement of urban development.

Is the initial zoning contrary to the established land use pattern?

No. The tracts to the north are zoned AG (Agricultural District) and R-1A (Single Family Reduced Area District). The tracts to the west of this property are zoned R-1A. The land to the east and south is unzoned.

Would the initial zoning create an isolated zoning district unrelated to surrounding districts?

No. The tracts to the north are zoned AG (Agricultural District) and R-1A (Single Family Reduced Area District). The tracts to the west of this property are zoned R-1A. The land to the east and south is unzoned.

Will the initial zoning adversely influence living conditions in the neighborhood?

No. The adjacent residential neighborhoods to the west would not be negatively impacted with the proposed zoning.

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

N/A

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Calculations

Overview of Annexation Tract

Tract 5 - Map

Tract 5 - 200 ft. Buffer

Tract 5 - Surrounding Zoning

Tract 5 - Future Land Use Map

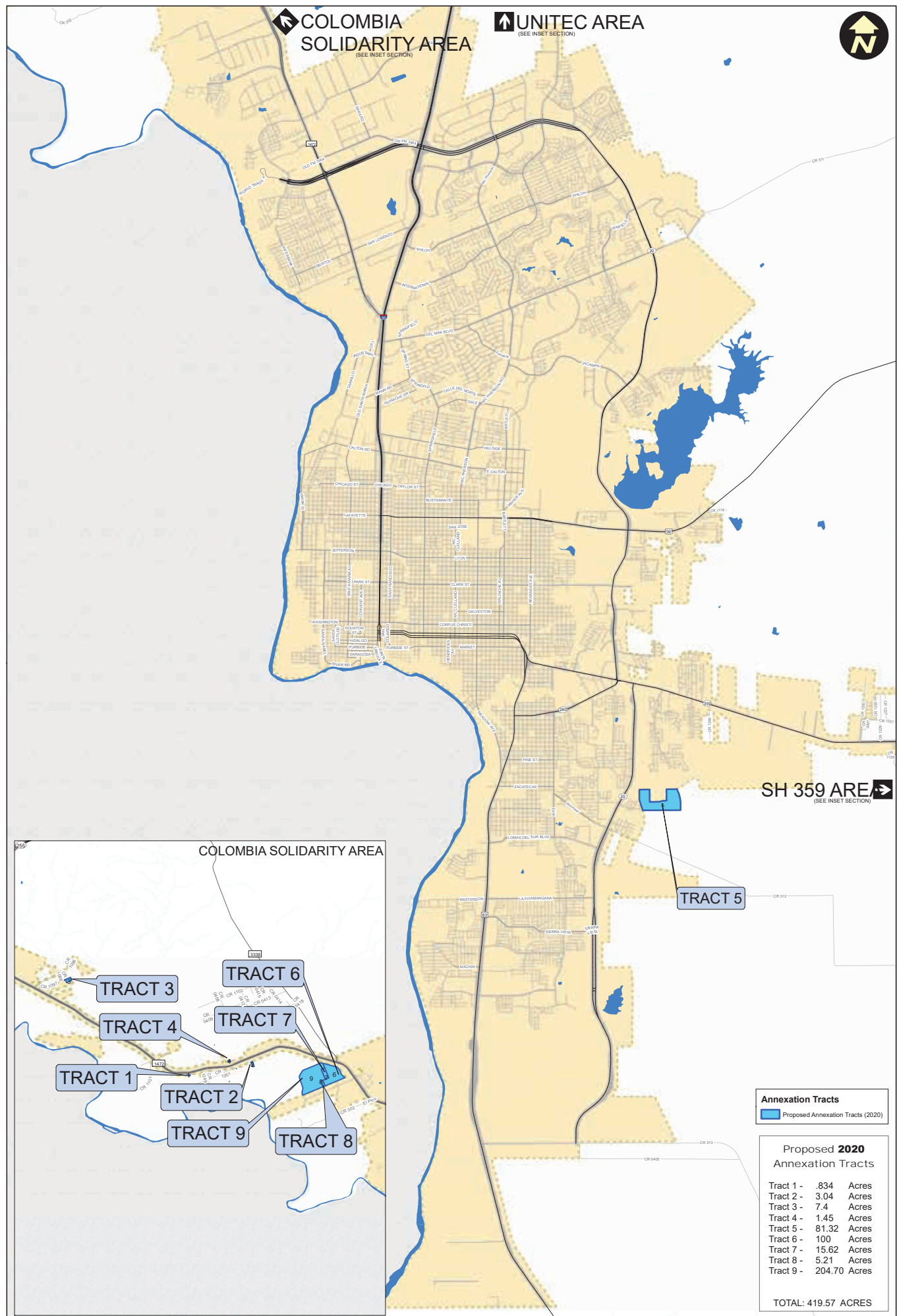
Tract 5 - Survey

Tract 5 - Metes and Bounds

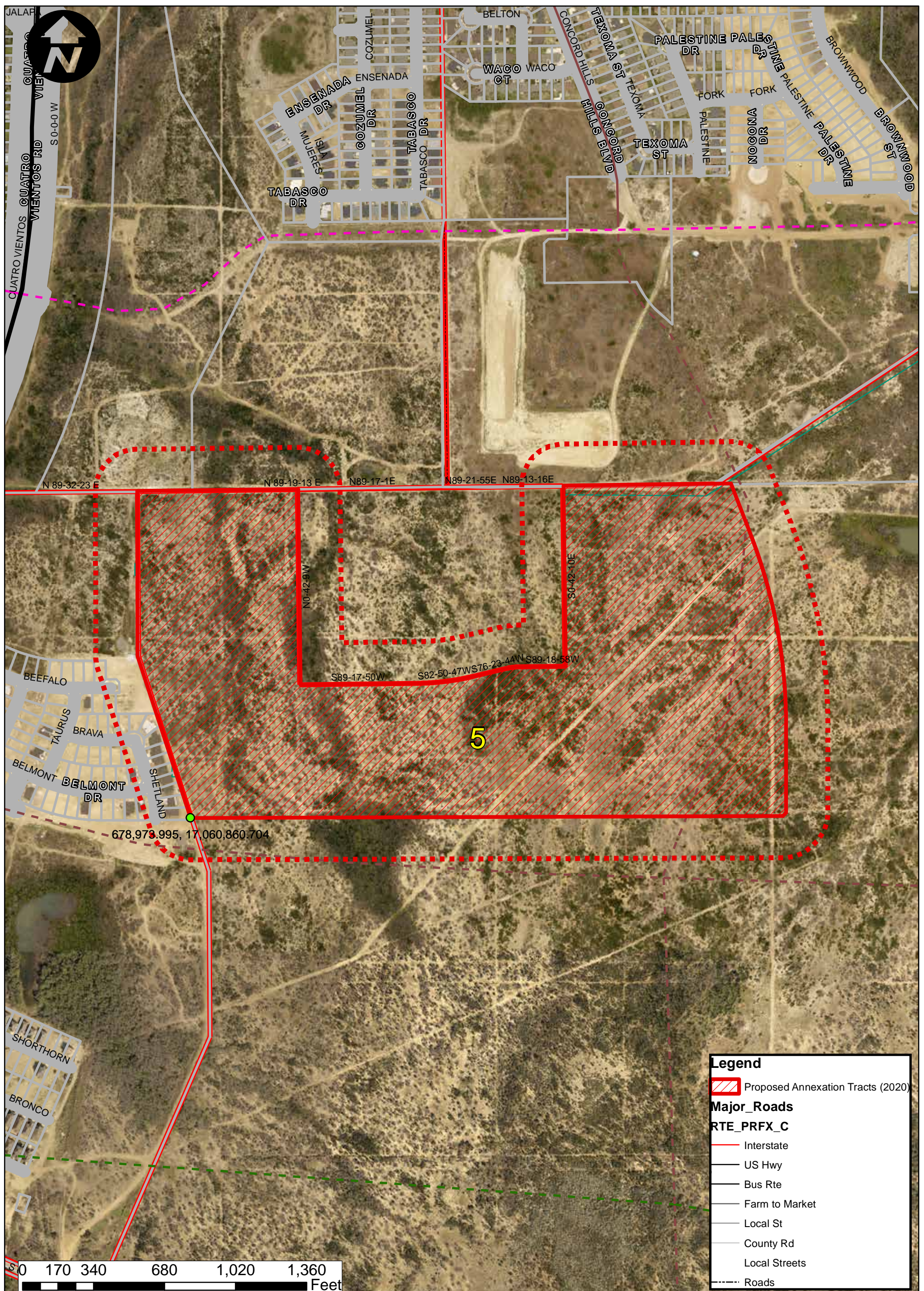
Tract 5 - Annexation Agreement and Service Plan

Tract 5 - Ordinance

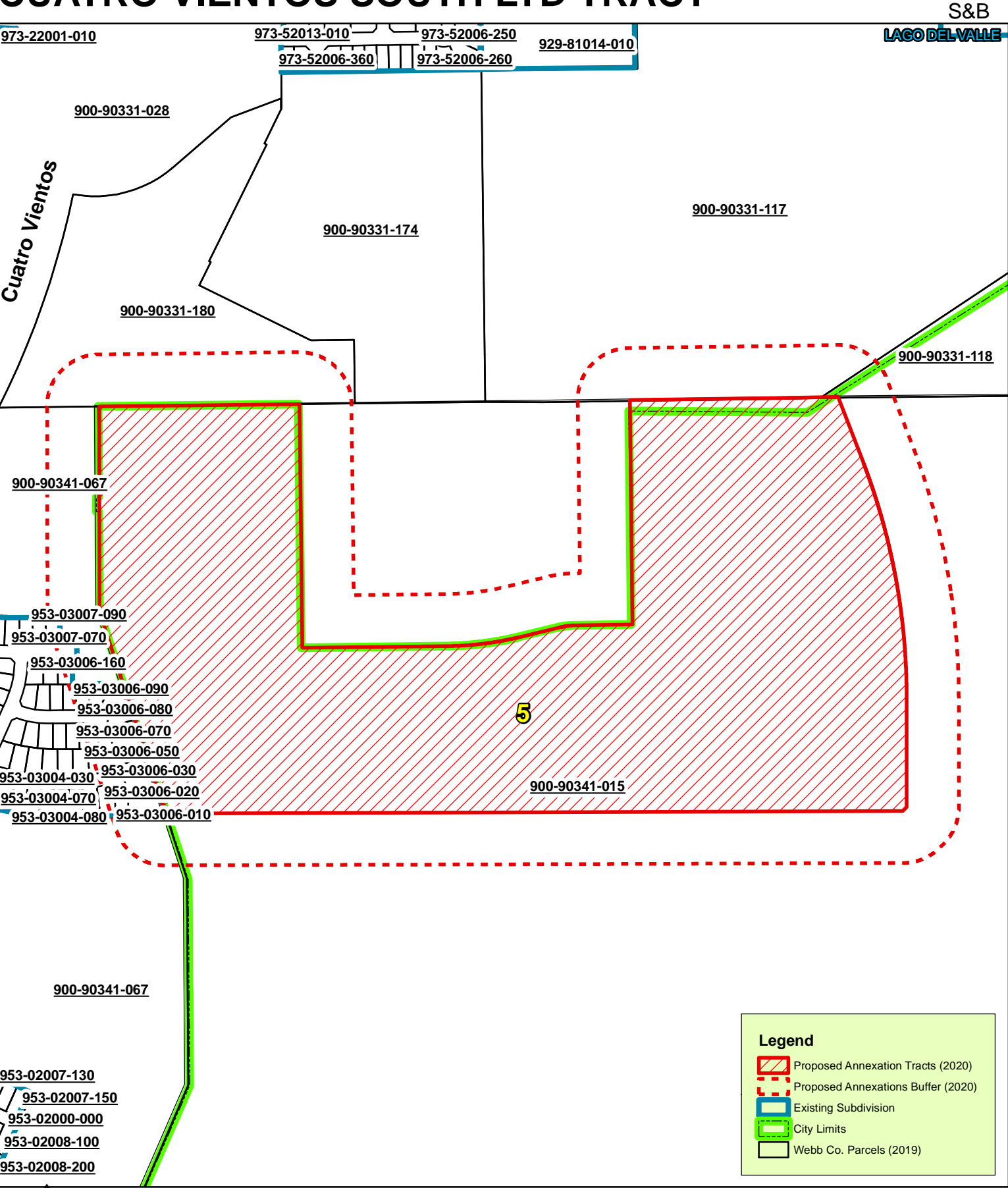
[illegible]



CUATRO VIENTOS SOUTH LTD TRACT



CUATRO VIENTOS SOUTH LTD TRACT

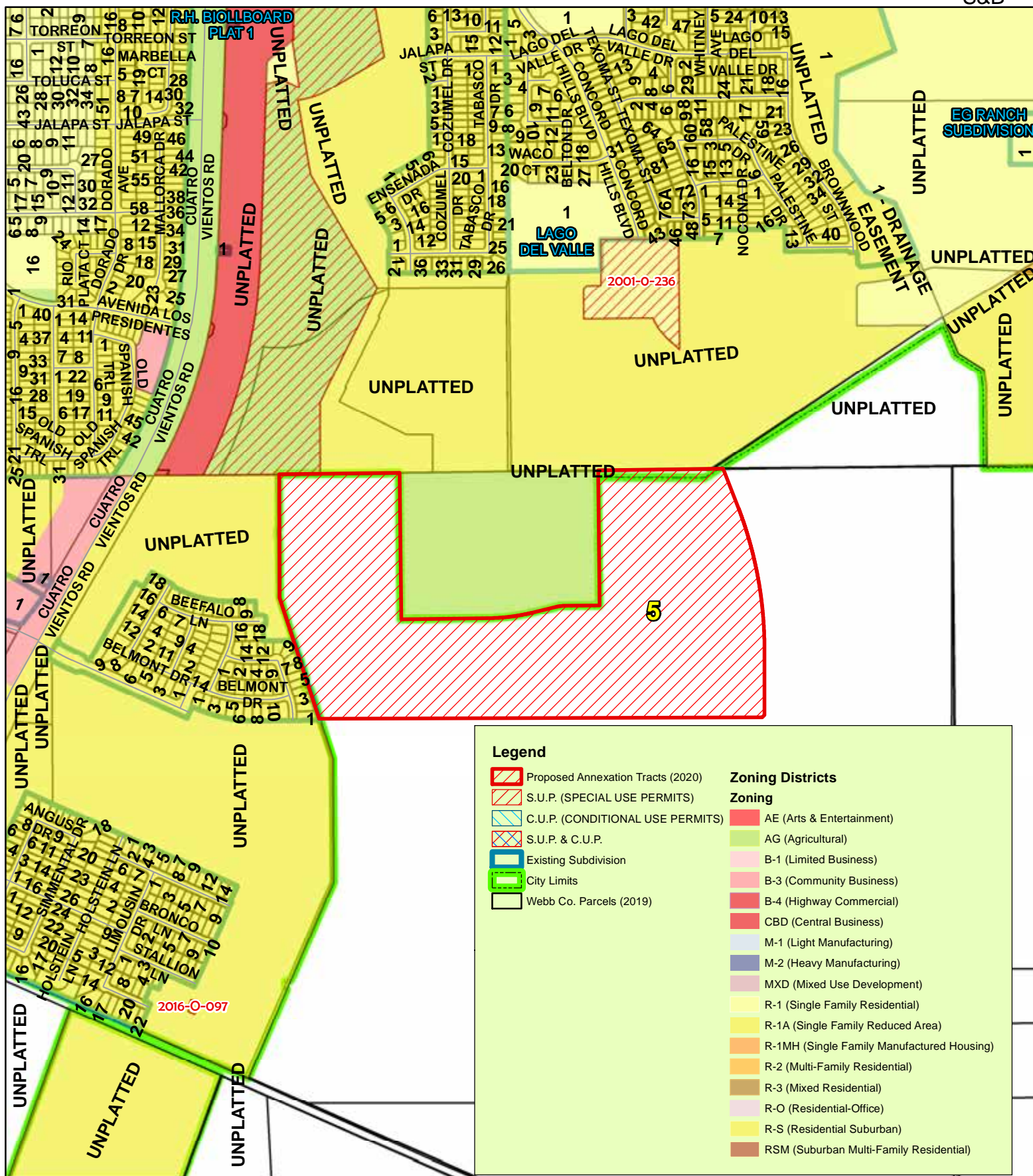


Legend

- Proposed Annexation Tracts (2020)
- Proposed Annexations Buffer (2020)
- Existing Subdivision
- City Limits
- Webb Co. Parcels (2019)

CUATRO VIENTOS SOUTH LTD TRACT

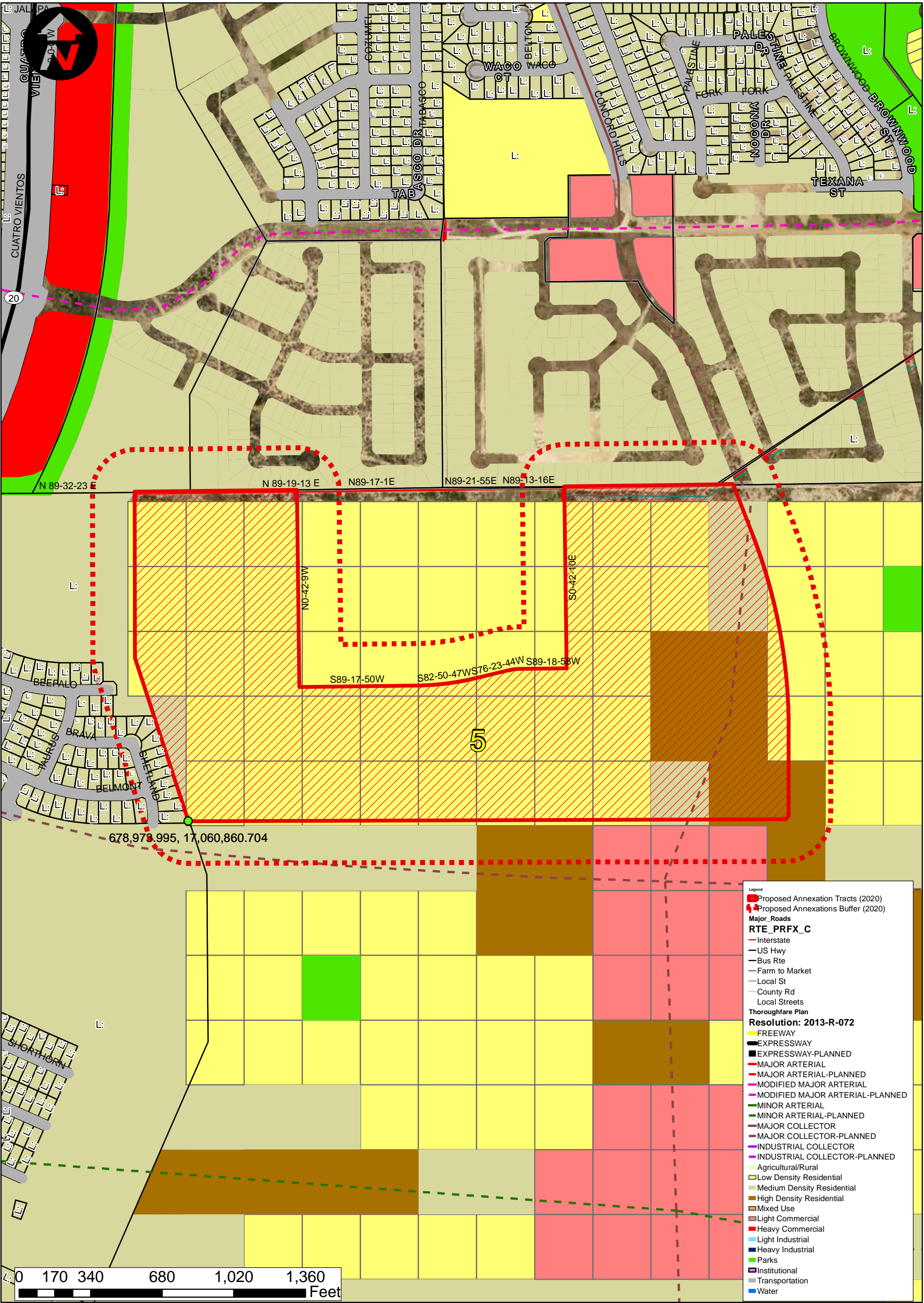
S&B

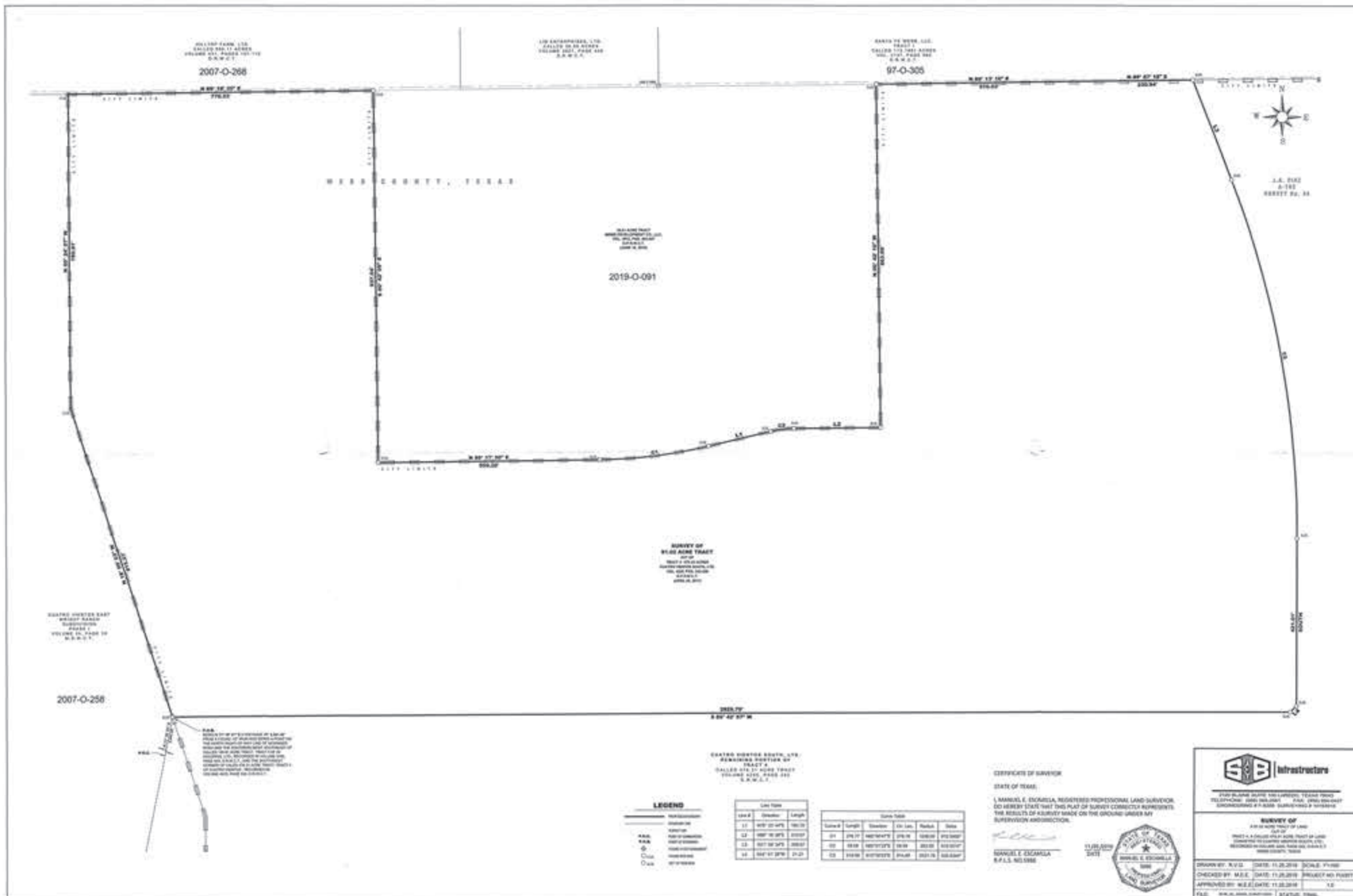


0 312.5 625 1,250 1,875 2,500 Feet

CUATRO VIENTOS SOUTH LTD TRACT

S&B





SURVEY OF

A 81.02 ACRE TRACT OF LAND
OUT OF

TRACT 4 - A CALLED 478.31 ACRE TRACT OF LAND
CONVEYED TO CUATRO VIENTOS SOUTH, LTD.,
RECORDED IN VOLUME 4225, PAGE 242, D.R.W.C.T.,
WEBB COUNTY TEXAS

DATE: NOVEMBER 25, 2019
SHEET: 1 OF 2

BEING AN 81.02 ACRE TRACT OF LAND, MORE OR LESS, OUT OF A CALLED 478.31 ACRE TRACT OF LAND, DESIGNATED AS TRACT 4, CONVEYED TO CUATRO VIENTOS SOUTH, LTD., RECORDED IN VOLUME 4225, PAGE 242, DEED RECORDS OF WEBB COUNTY, TEXAS, SITUATED IN ABSTRACT 762, SURVEY 34, J.A. DIAZ, ALSO BEING A PORTION OF A CALLED 1769.24 ACRE TRACT CONVEYED TO CALK FAMILY LIMITED PARTNER No. 1, RECORDED IN VOLUME 1492, PAGES 300-313, OFFICIAL PUBLIC RECORDS, WEBB COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2" IRON ROD, BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WORMSER ROAD AND THE SOUTHERN MOST SOUTHEAST CORNER OF CUATRO VIENTOS EAST WRIGHT RANCH SUBDIVISION, PHASE I, RECORDED IN VOLUME 34, PAGE 10, MAP RECORDS OF WEBB COUNTY, AND BEING THE SOUTHWEST CORNER OF SAID TRACT 4, THENCE N 11° 18' 31" E A DISTANCE OF 2,341.42' TO A 1/2" IRON ROD SET FOR THE SOUTHWEST CORNER HEREOF AND POINT OF BEGINNING;

THENCE N 18° 09' 03" W ALONG THE COMMON LINE OF SAID CUATRO VIENTOS EAST AND SAID TRACT 4, AT 815.23 FEET A 1/2" IRON ROD FOUND BEING A COMMON CORNER OF SAID TRACTS AND A POINT OF DEFLECTION TO THE RIGHT;

THENCE N 00° 24' 07" W CONTINUING ALONG THE COMMON LINE OF SAID CUATRO VIENTOS EAST AND SAID TRACT 4, AT 789.91 FEET A 1/2" IRON ROD FOUND AT A POINT ON THE SOUTH LINE OF 559.11 ACRES, MORE OR LESS, CONVEYED TO HILLTOP FARM, LTD., RECORDED IN VOLUME 431, PAGES 107-112, DEED RECORDS OF WEBB COUNTY, AND BEING THE NORTHEAST CORNER OF SAID TRACT 1, THE NORTHWEST CORNER OF SAID TRACT 4, THE NORTHWEST CORNER HEREOF;

THENCE N 89° 18' 35" E ALONG THE NORTH LINE OF SAID TRACT 4, THE SOUTH LINE OF SAID 559.11 ACRES, AT 770.33 FEET A 1/2" IRON ROD SET AT THE NORTHWEST CORNER OF A 26.61 ACRE TRACT CONVEYED TO MRMD DEVELOPMENT CO., LLC, RECORDED IN VOLUME 4612, PAGES 403-407, OFFICIAL PUBLIC RECORDS OF WEBB COUNTY, FOR AN EXTERIOR CORNER HEREOF;

THENCE S 00° 42' 09" E, ALONG THE WEST LINE OF SAID 26.61 ACRE TRACT, AT 937.04 FEET A 1/2" IRON ROD SET AT THE SOUTHWEST CORNER OF SAID 26.61 ACRE TRACT, FOR AN INTERIOR CORNER HEREOF;

THENCE N 89° 17' 50" E, CONTINUING ALONG THE SOUTH LINE OF SAID 26.61 ACRE TRACT, AT 559.20 FEET A 1/2" IRON ROD SET AT A NON-TANGENTIAL POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 1238.00 FEET, A CHORD OF N 82° 50' 47" E - 278.18 FEET;

THENCE CONTINUING ALONG SAID CURVE TO THE LEFT, A DISTANCE OF 278.77 FEET TO A 1/2" IRON ROD SET FOR A DEFLECTION CORNER HEREOF;

THENCE N 76° 23' 44" E, CONTINUING ALONG THE SOUTH LINE OF SAID 26.61 ACRE TRACT, AT 160.79 FEET A 1/2" IRON ROD SET AT A NON-TANGENTIAL POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 262.00 FEET, A CHORD OF N 82° 51' 22" E - 58.95 FEET;

THENCE CONTINUING ALONG SAID CURVE TO THE RIGHT, A DISTANCE OF 59.08 FEET TO A 1/2" IRON ROD SET FOR A DEFLECTION CORNER HEREOF;

THENCE N 89° 15' 58" E, CONTINUING ALONG THE SOUTH LINE OF SAID 26.61 ACRE TRACT, AT 219.07 FEET A 1/2" IRON ROD SET AT THE SOUTHEAST CORNER OF SAID 26.61 ACRE TRACT, FOR AN INTERIOR CORNER HEREOF;

THENCE N 00° 42' 10" W, CONTINUING ALONG THE COMMON LINE OF SAID 26.61 ACRE TRACT AND TRACT HEREIN DESCRIBED, AT 863.69 FEET A 1/2" IRON ROD SET AT A POINT ON THE SOUTH LINE OF A CALLED 112.1881 ACRE TRACT, DESIGNATED AS TRACT 1, CONVEYED TO SANTA FE WEBB, LLC., RECORDED IN VOLUME 3137, PAGE 660, DEED RECORDS OF WEBB COUNTY, AT THE NORTHEAST CORNER OF SAID 26.61 ACRE TRACT, AN EXTERIOR CORNER HEREOF;

THENCE N 89° 13' 16" E, CONTINUING ALONG THE COMMON LINE OF SAID 112.1881 ACRES AND SAID TRACT 4, AT 570.03 FEET A 1/2" IRON ROD SET FOR A DEFLECTION CORNER HEREOF;

THENCE N 89° 07' 18" E, CONTINUING ALONG THE COMMON LINE OF SAID 26.61 ACRE TRACT AND SAID TRACT 4, AT 230.94 FEET A 1/2" IRON ROD SET FOR THE NORTHEAST CORNER HEREOF;

THENCE S 21° 09' 34" E, OVER AND ACROSS SAID TRACT 4, AT 269.67 FEET A 1/2" IRON ROD SET AT A NON-TANGENTIAL POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2521.78 FEET, A CHORD OF S 10° 26' 52" E - 914.60 FEET;

THENCE CONTINUING ALONG SAID CURVE TO THE RIGHT A DISTANCE OF 919.68 FEET TO A 1/2" IRON ROD SET FOR A DEFLECTION CORNER HEREOF;

THENCE SOUTH A DISTANCE OF 421.01 FEET TO A POINT OF DEFLECTION RIGHT;

THENCE S 44° 51' 28" W A DISTANCE OF 21.27 FEET TO A 1/2" IRON ROD SET FOR THE SOUTHEAST CORNER HEREOF;

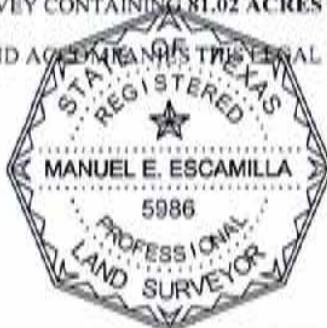
THENCE S 89° 42' 57" W, CONTINUING OVER AND ACROSS SAID TRACT 4, A DISTANCE OF 2829.79 FEET TO THE POINT OF BEGINNING OF THIS SURVEY CONTAINING 81.02 ACRES OF LAND, MORE OR LESS.

A SKETCH PREPARED FOR THIS TRACT OF LAND ACCORDS WITH THE LEGAL DESCRIPTION.



S&B INFRASTRUCTURE, LTD.

2120 BLAINE ST. LAREDO, TEXAS 78043
TELEPHONE: (956) 566-2561 FAX: (956) 994-0427
ENGINEERING # F-1562 SURVEYING # 10193914



NOVEMBER 25, 2019

Parcel Map Check Report

Prepared by:

Ricardo V. Garcia

S&B Infrastructure

2120 Blaine St., Ste. 100

Date: 11/27/2019 8:44:33 AM

Parcel Name: 81.02 Acres - Standard : 2

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 17,060,860.7042'

East: 678,973.9951'

Segment# 1: Line

Course: N18° 09' 03.15"W

Length: 815.228'

North: 17,061,635.3660'

East: 678,720.0350'

Segment# 2: Line

Course: N0° 24' 06.90"W

Length: 789.912'

North: 17,062,425.2586'

East: 678,714.4940'

Segment# 3: Line

Course: N89° 18' 35.37"E

Length: 770.327'

North: 17,062,434.5376'

East: 679,484.7651'

Segment# 4: Line

Course: S0° 42' 09.06"E

Length: 937.041'

North: 17,061,497.5670'

East: 679,496.2541'

Segment# 5: Line

Course: N89° 17' 50.00"E

Length: 559.200'

North: 17,061,504.4259'

East: 680,055.4120'

Segment# 6: Curve

Length: 278.768'

Radius: 1,238.000'

Delta: 12.9016 (d)

Tangent: 139.976'

Chord: 278.179'

Course: N82° 50' 46.92"E

Course In: N0° 42' 10.16"W

Course Out: S13° 36' 15.99"E

RP North: 17,062,742.3327'

East: 680,040.2264'

End North: 17,061,539.0676'

East: 680,331.4256'

Segment# 7: Line

Course: N76° 23' 44.00"E

Length: 160.790'

North: 17,061,576.8882'

East: 680,487.7043'

Segment# 8: Curve

Length: 59.079'

Radius: 261.996'

Delta: 12.9200 (d)

Tangent: 29.666'

Chord: 58.954'

Course: N82° 51' 22.28"E

Course In: S13° 36' 13.79"E

Course Out: N0° 41' 01.65"W

RP North: 17,061,322.2424'

East: 680,549.3276'

End North: 17,061,584.2198'

East: 680,546.2009'

Segment# 9: Line

Course: N89° 18' 58.00"E

Length: 219.073'

North: 17,061,586.8346'

East: 680,765.2583'

Segment# 10: Line

Course: N0° 42' 10.00"W

Length: 863.687'

North: 17,062,450.4566'

East: 680,754.6648'

Segment# 11: Line

Course: N89° 13' 15.59"E

Length: 570.030'

North: 17,062,458.2066'

East: 681,324.6421'

Segment# 12: Line

Course: N89° 07' 17.59"E

Length: 230.937'

North: 17,062,461.7471'

East: 681,555.5520'

Segment# 13: Line

Course: S21° 09' 33.53"E

Length: 269.671'

North: 17,062,210.2573'

East: 681,652.8931'

Segment# 14: Curve

Length: 919.684'

Radius: 2,521.778'

Delta: 20.8956 (d)

Tangent: 465.008'

Chord: 914.596'

Course: S10° 26' 52.04"E

Course In: S69° 06' 15.92"W

Course Out: N90° 00' 00.00"E

RP North: 17,061,310.8251'

East: 679,296.9673'

End North: 17,061,310.8251'

East: 681,818.7453'

Segment# 15: Line

Course: S0° 00' 00.00"W

Length: 421.005'

North: 17,060,889.8201'

East: 681,818.7453'

Segment# 16: Line

Course: S44° 51' 28.25"W

Length: 21.266'

North: 17,060,874.7455'

East: 681,803.7454'

Segment# 17: Line

Course: S89° 42' 56.50"W

Length: 2,829.786'

North: 17,060,860.7039'

East: 678,973.9942'

Perimeter: 10,715.486'

Area: 3,529,050.83Sq.Ft.

Error Closure: 0.0009

Course: S75° 01' 56.13"W

Error North : -0.00024

East: -0.00088

Precision 1: 11,906,093.333

Attached for your use is closure calculations of our survey work.

If additional information or documentation regarding this survey is needed, please do not hesitate to contact me at (956) 568-2561.

Sincerely,



Manuel E. Escamilla, RPLS No. 5896



**CITY OF LAREDO
ANNEXATION AGREEMENT AND SERVICE PLAN
TRACT 5
CUATRO VIENTOS SOUTH LTD TRACT**

WHEREAS, the City of Laredo is a home rule municipality and a political subdivision of the State of Texas; and

WHEREAS, Chapter 43.003 of the Texas Local Government Code specifically sets out the legal requirements for the annexation of land adjoining the city limits of a home-rule municipality, such as the City of Laredo, Texas; and

WHEREAS, Cuatro Vientos South LTD, has filed a voluntary petition with the City of Laredo for the annexation of a 81.02 acre tract of land, said tract of land being more particularly described by metes and bounds on the attached Exhibit "A"; and

WHEREAS, Section 1.04 of the Charter of the City of Laredo requires the execution of an annexation agreement between the City of Laredo and the landowner of the territory being annexed; and

WHEREAS, Section 43.056 of the Texas Local Government Code, requires the preparation of a service plan describing the provision of municipal services to the territory being annexed, prior to implementation of annexation proceedings and related public hearings.

NOW, THEREFORE, FOR AND IN CONSIDERATION, of the sum of Seven-Hundred Fifty and No/100 Dollars (\$750.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **CITY OF LAREDO**, a home-rule municipality, and Cuatro Vientos South LTD being the parties to this **ANNEXATION AGREEMENT AND SERVICE PLAN**, do hereby mutually acknowledge, consent, and agree to the following terms, conditions and service plan for annexation by the City of Laredo of 81.02 acres of land, more or less, belonging to Cuatro Vientos South LTD.

SERVICE PLAN

A petition for annexation from City of Laredo was received for property designated as "Tract 5 (Cuatro Vientos South LTD Tract)" described by metes and bounds in Exhibit "A" of this Annexation Agreement and Service Plan and made a part hereof for all purposes. This Service Plan was prepared in accordance with the requirements of Section 43.056 of the Texas Local Government Code and was available for review by the public at hearings duly held on March 2, 2020. Public notice of the hearings was provided on February 19, 2020 and February 21, 2020, not more than twenty or less than ten days before the hearings as provided in Section 43.0561 of the Texas Local Government Code.

Section 1. Services to be provided on the effective date of annexation

1. Police Protection: Police protection shall be provided to the tract immediately upon the effective date of annexation. Police protection shall include traffic control enforcement, crime prevention activities, police patrol, crime investigation, and emergency response.
2. Fire protection and Emergency Medical Services: First response fire and EMS services will be provided to the area from Fire Station No. 11, which is located approximately 2.54 miles from the proposed site. Fire services include protection, prevention, and emergency medical response.
3. Solid Waste Collection: The collection and disposal of solid waste will be extended to the area within thirty days from the effective date of annexation on the same basis as other residential and institutional customers. Institutional, commercial, and industrial generators of solid waste may use city services or contract with private haulers. Disposal of all solid waste will be at the municipal sanitary landfill. Fees charged customers within the tract will be the same as all similarly classified customers.

4a. Operation and Maintenance of Public Water Services

RESIDENTIAL ANNEXATION FEE FOR WATER:

Lots under 10,000 sqft	\$1,039.46/lot (135 gpcd X 3.7 person/lot X \$2.081/gal)
Lots over 10,000 sqft	\$1,560.60/lot

COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR WATER:

Less than 1.0 acres	\$1,040.40/lot
Lots 1 acre and Fraction:	\$1,560.60/acre

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Water service will be to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Water for fire protection services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

4b. Operation and Maintenance of Public Wastewater Services:

RESIDENTIAL ANNEXATION FEE FOR SANITARY SEWER:

Lots under 10,000 sqft	\$1,770.82/lot (100 gpcd X 3.7 person/lot X \$4.786/gal)
Lots over 10,000 sqft	\$2,080.80/lot

COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR SANITARY SEWER:

Less than 5.0 acres	\$1,292.22/acre (15 people/ac. X 18 gallons/person/day X \$4.786 gallon=\$1,292.22)
More than 5.01 acres	\$1,560.60/acre

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Wastewater service will be provided to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Wastewater services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

5. Maintenance of roads and streets: Public roads and streets will be maintained on the effective date of the annexation in the same manner as all roads and streets within the city limits. All thoroughfare rights-of-way shall be dedicated to comply with the Long Range Thoroughfare requirements of the City of Laredo's Comprehensive Plan. Road maintenance consists of repair of paving, maintenance of traffic lights, controls and signals, and will be provided immediately upon annexation. Street lighting is required of all new development and will be provided at petitioner's expense.

6. Operation and Maintenance of parks, playgrounds and swimming pools: No public parks, playgrounds, or swimming pools are presently located within the tract.

7. Operation and Maintenance of other public facilities: No public facilities, public buildings, or other service facilities are presently located within the tract. All facilities required by the development shall be provided at the expense of the petitioner, its successors and assigns, or jointly in cooperation with the city at such time as warranted by the development.

The Service Plan does not contemplate the creation of another political subdivision, nor will it require the funding of capital improvements by the petitioner to which petitioner has not agreed prior to the institution of proceedings, or which will be charged in any manner inconsistent with Chapter 395 of the Texas Local Government Code. The Service Plan does not propose services in the area in a manner that would have the effect of reducing by more than a negligible amount the level of fire and police protection and emergency medical services provided within the corporate boundaries of the municipality before annexation.

If the annexed area had a lower level of services, infrastructure, and infrastructure maintenance than the level of services, infrastructure, and infrastructure maintenance provided within the corporate boundaries of the municipality before annexation, a service

plan must provide the annexed area with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the municipality with topography, land use, and population density similar to those reasonably contemplated or projected in the area.

Section 2. Capital Improvements

The tract does not require the construction or acquisition of capital improvements by the City. Petitioner agrees to provide all roadways, drainage, and all public improvements at such time as the property is platted.

Section 3. Land Use

When the annexation results in the abutment of residential uses with M-1 (Light Manufacturing District) as defined in the Laredo Land Development Code, a 100 ft. buffer yard between the different land uses shall be required, and the buffer yard shall be maintained by the property owner. This *Section 3. Land Use* shall survive the expiration of this agreement.

The Service Plan is valid for a period of ten years, and all services within the area shall be provided in accordance with the Plan. Should an ordinance pertaining to reserve areas or impact fees be adopted by the City Council, the ordinance shall supersede any provisions established herein.

**THIS ANNEXATION AGREEMENT AND SERVICE PLAN WAS ENTERED INTO
AND EXECUTED ON THIS _____ DAY OF _____, 2020.**

**CITY OF LAREDO,
a Texas Municipal Corporation**

By: _____

**Robert A. Eads
City Manager**

CUATRO VIENTOS SOUTH LTD

By: _____

**Raul Valdez
Authorized Representative**

APPROVED AS TO FORM:

Kristina L. Hale
City Attorney

ACKNOWLEDGMENT

State of Texas *
County of Webb *

This instrument was acknowledged before me on this ____ day of _____ ,
2020 by Robert A. Eads, for and on behalf of the City of Laredo.

Notary Public, State of Texas

ACKNOWLEDGMENT

State of Texas *
County of Webb *

This instrument was acknowledged before me on this ____ day of _____ ,
2020 by Raul Valdez on behalf of Cuatro Vientos South LTD.

Notary Public, State of Texas

ORDINANCE NO. 2020-O-

ALTERING AND EXTENDING THE BOUNDARY LIMITS OF THE CITY OF LAREDO, ANNEXING ADDITIONAL TERRITORY OF 81.02 ACRES, MORE OR LESS, LOCATED EAST OF CUATRO VIENTOS RD./LOOP 20 AND NORTH OF WORMSER RD., PROVIDING FOR THE EFFECTIVE DATE OF THE ORDINANCE, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT ADOPTING A SERVICE PLAN FOR THE ANNEXED TERRITORY, AND ESTABLISHING THE INITIAL ZONING OF AG (AGRICULTURAL DISTRICT).

WHEREAS, the land hereinafter described is contiguous to the corporate limits of the City of Laredo, Texas, and is located within its extraterritorial jurisdiction; and

WHEREAS, the owner of the land has applied for the voluntary annexation of the land, described by the metes and bounds and attached hereto and made a part hereof for all the purposes, as set out in Exhibit "A"; and

WHEREAS, the City of Laredo has an unused allocation from prior calendar years; and

WHEREAS, the City Council believes and so finds that the annexation of such land is in the public interest and will promote the general welfare; and

WHEREAS, a public hearing was held in compliance with Article 43.052, of the Municipal Annexation Act, giving all persons interested in such annexation an opportunity to be heard; and

WHEREAS, notice of such public hearing was duly given, as provided by law, and such hearing was held on the date and at the time, place and hour so announced; and

WHEREAS, at said Public Hearing, the proposed Service Plan for the annexation land herein described was considered by the City Council and was made available for public inspection.

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

Section 1: That the City of Laredo hereby adopts a Service Plan for the extension of municipal services into the land described in Exhibit "A". A copy of said Service Plan is marked Exhibit "B" attached hereto and made a part hereof for all purposes.

Section 2: That the following described land and land containing 81.02 acres lying adjacent to and adjoining the City of Laredo is hereby added and annexed to the City of Laredo, and said land be and is included within the boundary limits of the City of Laredo, and

the present boundary limits of said City, at the various points contiguous to the area hereinafter described, are altered and amended so as to include said area within the corporate limits of the City of Laredo. That from and after the effective date of this Ordinance, the Boundary Limits of the City of Laredo shall include all such additional, adjacent, and hereby annexed land herein above described in Section 2. That from and after the final passage and adoption of this Ordinance, the Boundary Limits of the City of Laredo, Texas, shall be as herein above set out in Exhibit "A", and the property situated therein shall bear its pro rata part of the taxes levied by the City of Laredo, and the inhabitants thereof shall be entitled to all the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions and regulations of the City of Laredo.

Section 3: That the Zoning Map of the City of Laredo be and is hereby amended to show the initial zoning designation boundaries for the land, as set out in Exhibit "A", attached hereto and made a part hereof for all purposes as AG (Agricultural District).

Section 4: Severability

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

Section 5: 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 which this ordinance and the subject matter approves and confirms such written notice and the contents and posting hereof.

Section 6: That this Ordinance shall be published in the manner provided in article II, Section 2.09 (D) of the Charter of the City of Laredo.

Section 7: This Ordinance shall become effective upon passage.

APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2020.

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA L. HALE
CITY ATTORNEY

City Council-Regular

Meeting Date: 04/06/2020

Initiated By: FM 1472 Investments, LTD - Kurt Kraus, Managing Partner

Staff Source: James Kirby Snideman, AICP, Director of Planning

SUBJECT

Public Hearing and Introductory Ordinance altering and extending the boundary limits of the City of Laredo by annexing additional territory of 100.00 acres, more or less, located north of Vidal Cantu Rd. and west of FM 1472/Mines Rd. Providing for the effective date of the ordinance, authorizing the City Manager to execute a contract adopting a service plan for the annexed territory, and establishing the initial zoning of M-1 (Light Manufacturing District).

PREVIOUS COUNCIL ACTION

On January 21, 2020, the City Council directed staff to draft the Annexation Agreements and Service Plans for the voluntary annexation requests, referred to the Planning and Zoning Commission, and further authorized the City Manager to enter into Water Supply, Sanitary Sewer Service and Controlled Development Contracts with the owners of the eligible proposed annexation tracts.

BACKGROUND

Texas Local Government Code Section 43.063 requires a public hearing before City Council. The public hearing was held on March 2, 2020. The petition for annexation was presented before the Planning and Zoning Commission on February 6, 2020. The petition for annexation will subsequently go before City Council for final reading of the ordinance on April 20, 2020. Tract 6 is as follows:

Voluntary Annexation:

Tract 6 - 100.00 acres, more or less, located north of Vidal Cantu Rd. and west of FM 1472/Mines Rd.

Petitioner: FM 1472 Investments, LTD - Kurt Kraus, Managing Partner

COMMITTEE RECOMMENDATION

Planning and Zoning Commission recommended approval of the initial zoning for the annexation.

Planning and Zoning Commission recommended approval of the annexation.

IMPACT ANALYSIS:

The financial implication is outlined in the Annexation Feasibility Analysis.

Proposed Use: Industrial (M-1)

Site: Vacant land a portion of which is undergoing the development/platting process as part of the Pinnacle Industry Center Subdivision, Unit 10 (Industrial Park). Upon annexation, a portion of this tract will be subject to a Chapter 380 Agreement between the City of Laredo and Mission Produce for the development of a cold storage facility pursuant to Council Resolution 2020-R-09.

Surrounding Land Uses: To the south is Pinnacle Industry Center, Unit II, and Landstar Transportation Logistics. To the north is undeveloped land. A portion of this tract and land to the west is undergoing the development/platting process as part of the Pinnacle Industry Center Subdivision, Unit 10 (Industrial Park).

Comprehensive Plan: The Future Land Use Map identifies this tract as Medium Density Residential.

Re: <https://www.cityoflaredo.com/Planning/assets/viva-laredo---city-of-laredo-comprehensive-plan.pdf#page=39>
Land Use Patterns pages 1.13 through 1.16.

Transportation Plan: The Long Range Thoroughfare Plan identifies FM 1472/Mines Rd. as an Expressway. Vidal Cantu Rd. is not identified on the Plan.

Re: https://www.cityoflaredo.com/Maps/GIS_MAPS/maps/Thoroughfare.pdf

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

STAFF RECOMMENDATION

Planning and Zoning Staff recommends approval of the initial zoning for the annexation.

Planning and Zoning Staff recommends approval of the annexation.

M-1 (Light Manufacturing District):

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 the initial zoning contrary to the established land use pattern?

No. No. The land to the north and east is zoned B-4 (Highway Commercial District). Land to the south is zoned M-1 (Light Manufacturing District). The land to the west is unzoned.

Would the initial zoning create an isolated zoning district unrelated to surrounding districts?

No. The land to the north and east is zoned B-4 (Highway Commercial District). Land to the south is zoned M-1 (Light Manufacturing District). The land to the west is unzoned.

Will the initial zoning adversely influence living conditions in the neighborhood?

No. There are no residential neighborhoods in the vicinity.

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

N/A

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Calculations

Overview of Annexation Tracts

Tract 6 - Map

Tract 6 - 200 ft. Buffer

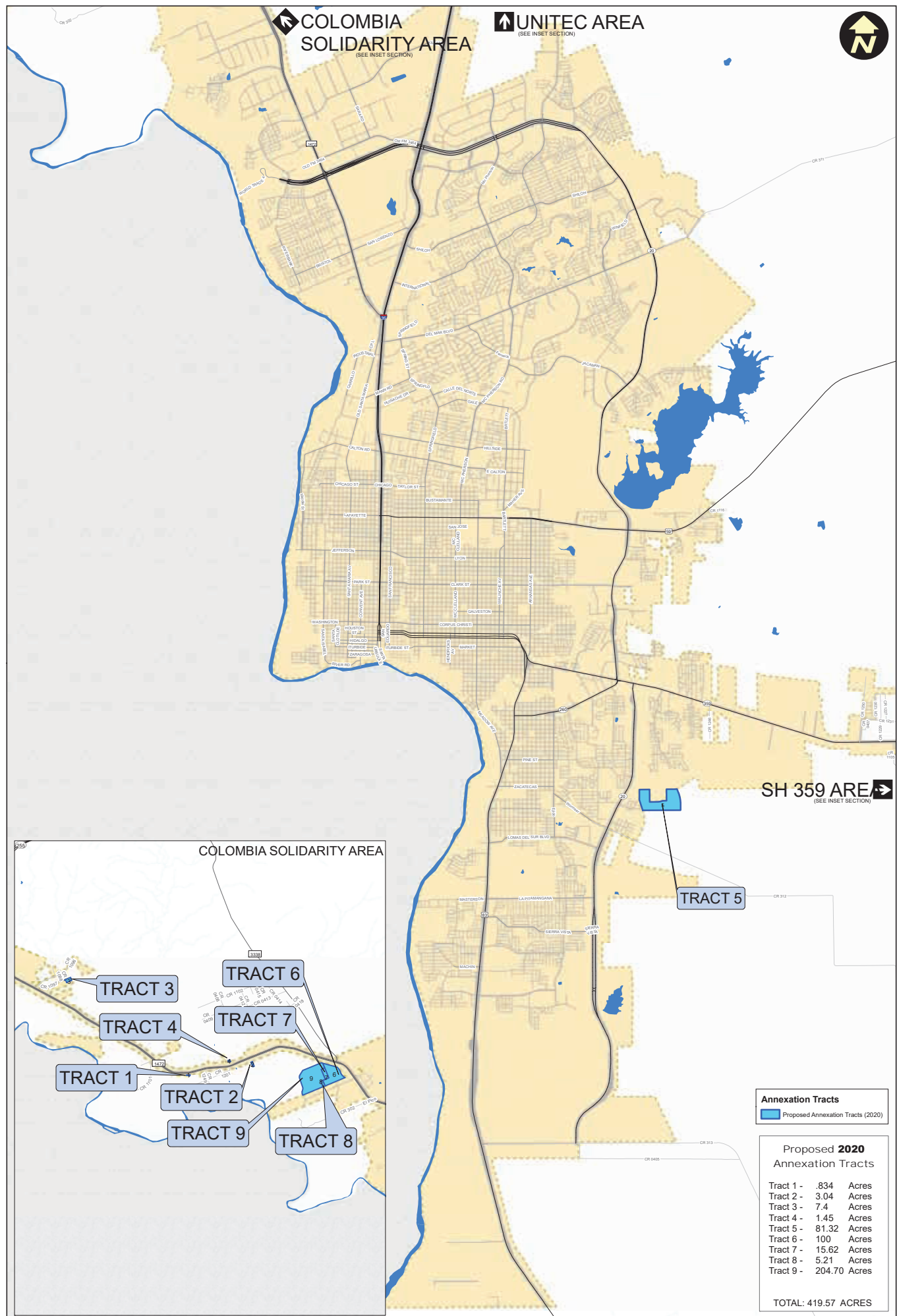
Tract 6 -Surrounding Zoning

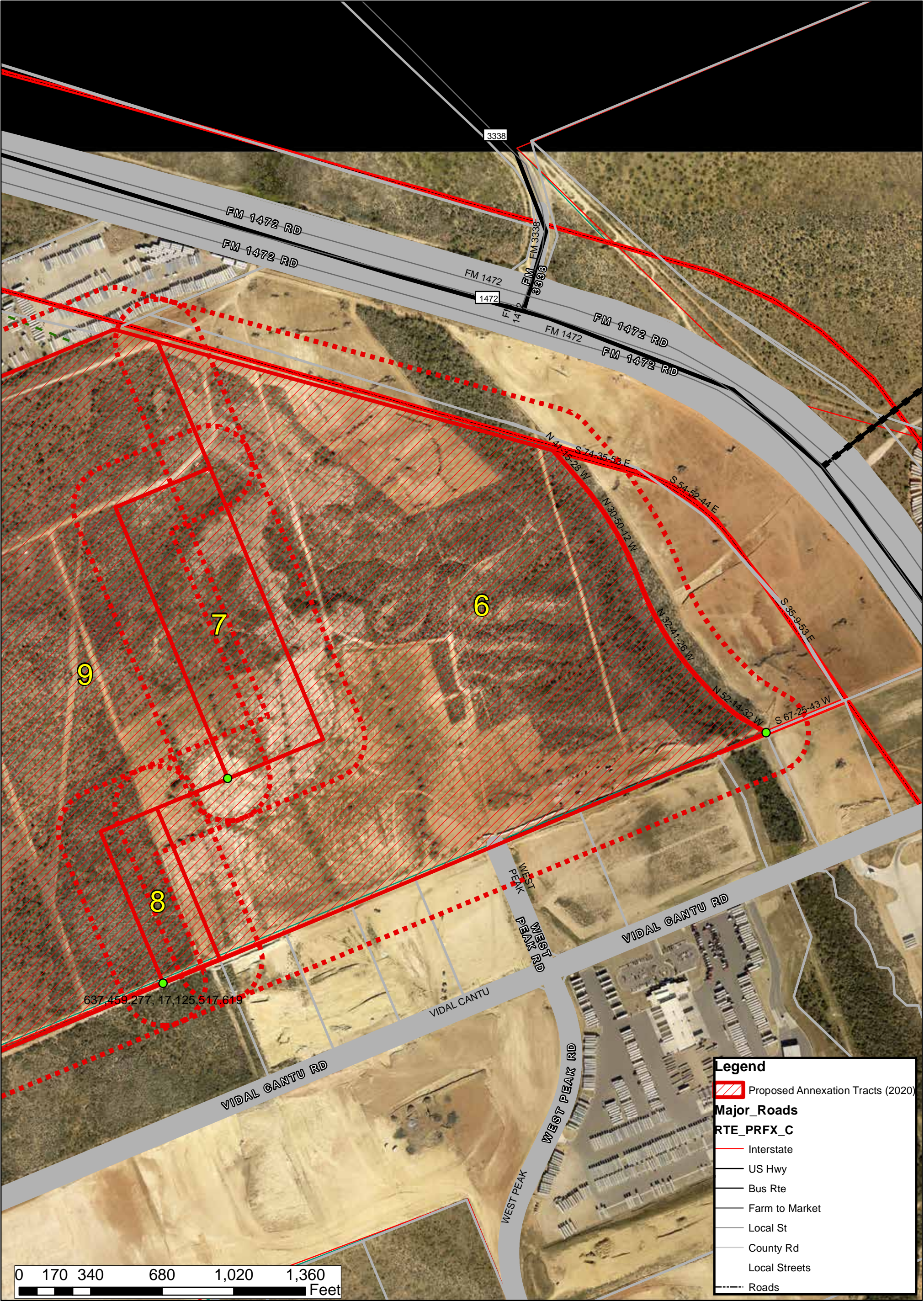
Tract 6 - Future Land Use

Tract 6 - Survey

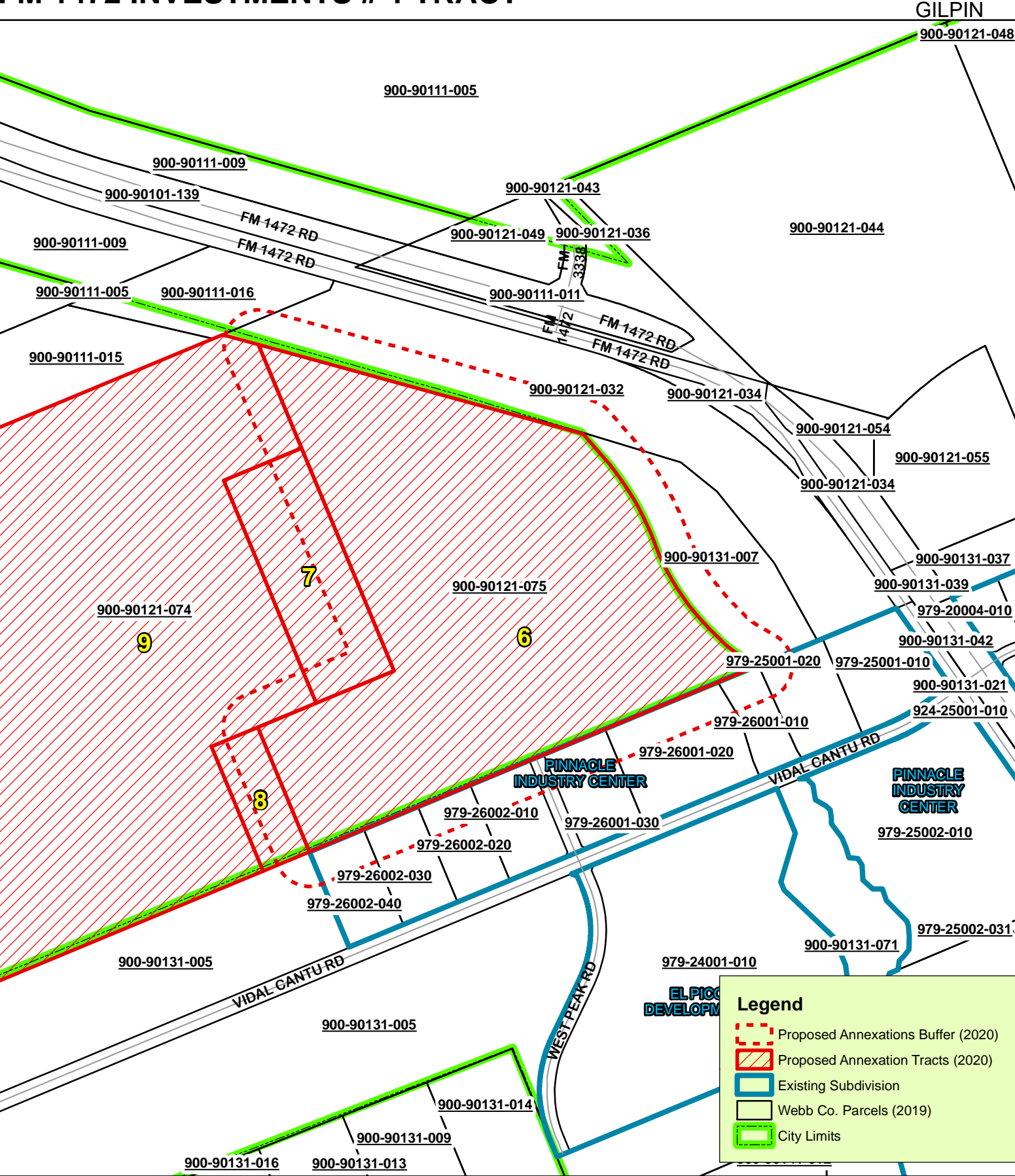
Tract 6 - Metes and Bounds

TRACT 6: FM 1472 Investments # 1			Acres:	100.00							
APPLICANT: Kurt Kraus											
LOCATION: North of Vidal Cantu Rd. and west of FM 1472/Mines Rd											
PROPOSED DEVELOPMENT: Industrial. Proposed take down: 2 Years											
	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	Build-out
Estimated population per development year	0	0	0	0	0	0	0	0	0	0	0
Total acreage	100	100	100	100	100	100	100	100	100	100	100
Residential dwelling units	0	0	0	0	0	0	0	0	0	0.00	0
Institutional	0	0	0	0	0	0	0	0	0	0	0
Industrial/ commercial acreage	100	100	100	100	100	100	100	100	100	100	100
Park/Open Space (acres)	0	0	0	0	0	0	0	0	0	0	0
Taxable Value (cumulative)	1,000,000	25,000,000	25,750,000	26,522,500	27,318,175	28,137,720	28,981,852	29,851,307	30,746,847	31,669,252	254,977,653
Taxable value is estimated using Webb CAD sample data											
GENERAL FUND											
Taxes: Property	6,340	158,500	163,255	168,153	173,197	178,393	183,745	189,257	194,935	200,783	1,616,558
TOTAL	6,340	158,500	163,255	168,153	173,197	178,393	183,745	189,257	194,935	200,783	1,616,558
MAJOR GENERAL FUND EXPENDITURES											
Police	147,283	151,702	156,253	160,940	165,769	170,742	175,864	181,140	186,574	192,171	1,688,437
Fire & EMS	68,998	71,067	73,199	75,395	77,657	79,987	82,387	84,858	87,404	90,026	790,980
Road Maintenance	9,749	10,042	10,343	10,653	10,973	11,302	11,641	11,990	12,350	12,721	111,765
TOTAL	226,030	232,811	239,795	246,989	254,399	262,031	269,892	277,989	286,328	294,918	2,591,182
Expenditures are based on the budget not on desired level of service											
REVENUES LESS EXPENDITURES	-\$219,690	-\$74,311	-\$76,540	-\$78,837	-\$81,202	-\$83,638	-\$86,147	-\$88,731	-\$91,393	-\$94,135	-\$974,623
Additional revenues (at proposed rates):											
	\$156,000	Annexation Fee for water treatment capacity									
	\$156,000	Annexation Fee for wastewater treatment capacity									
TOTAL TEN YEAR REVENUE/(LOSS)											-\$974,623
RECOMMENDATION: Approval											



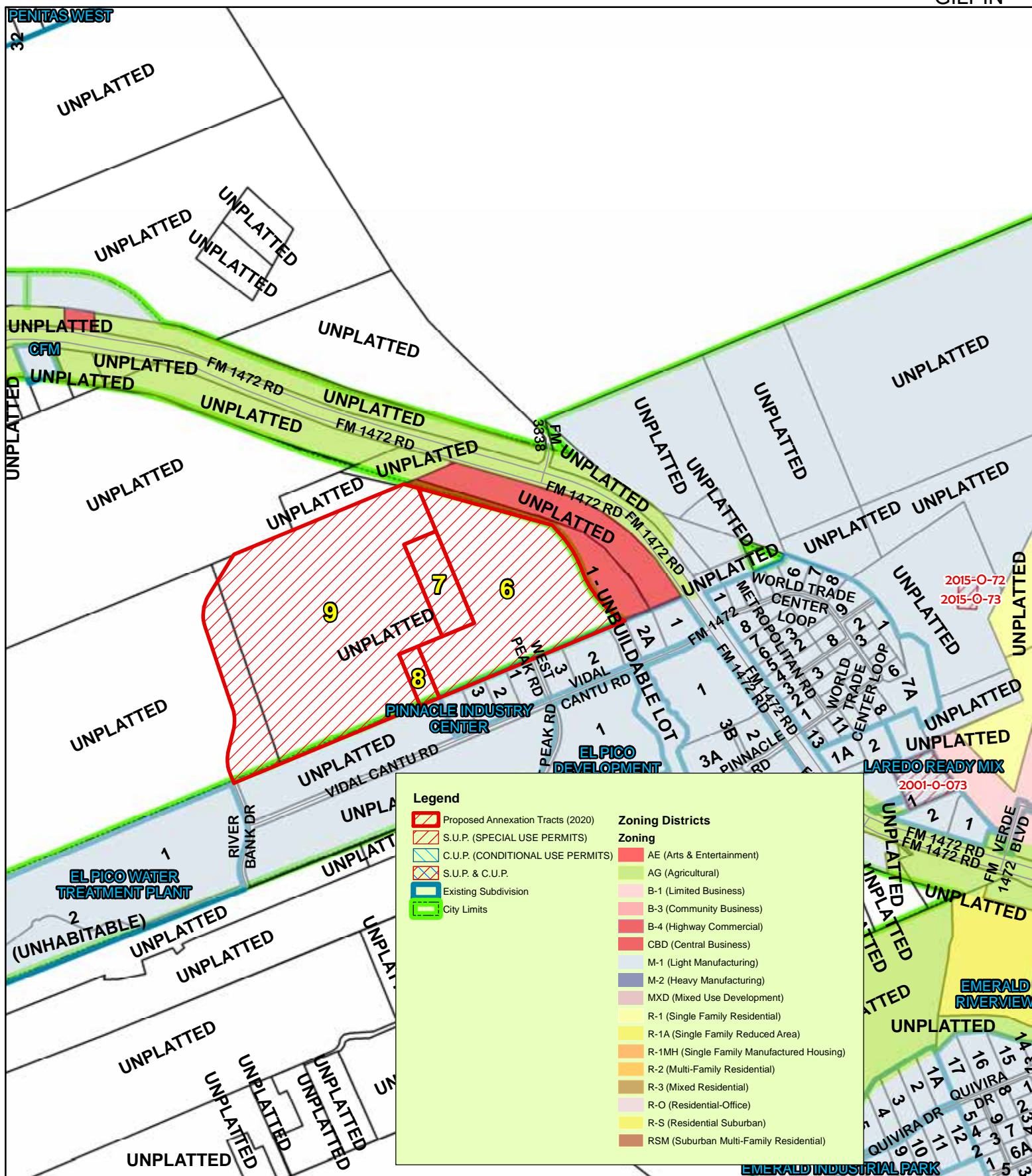


FM 1472 INVESTMENTS # 1 TRACT



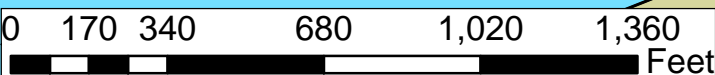
FM 1472 INVESTMENTS # 1 TRACT

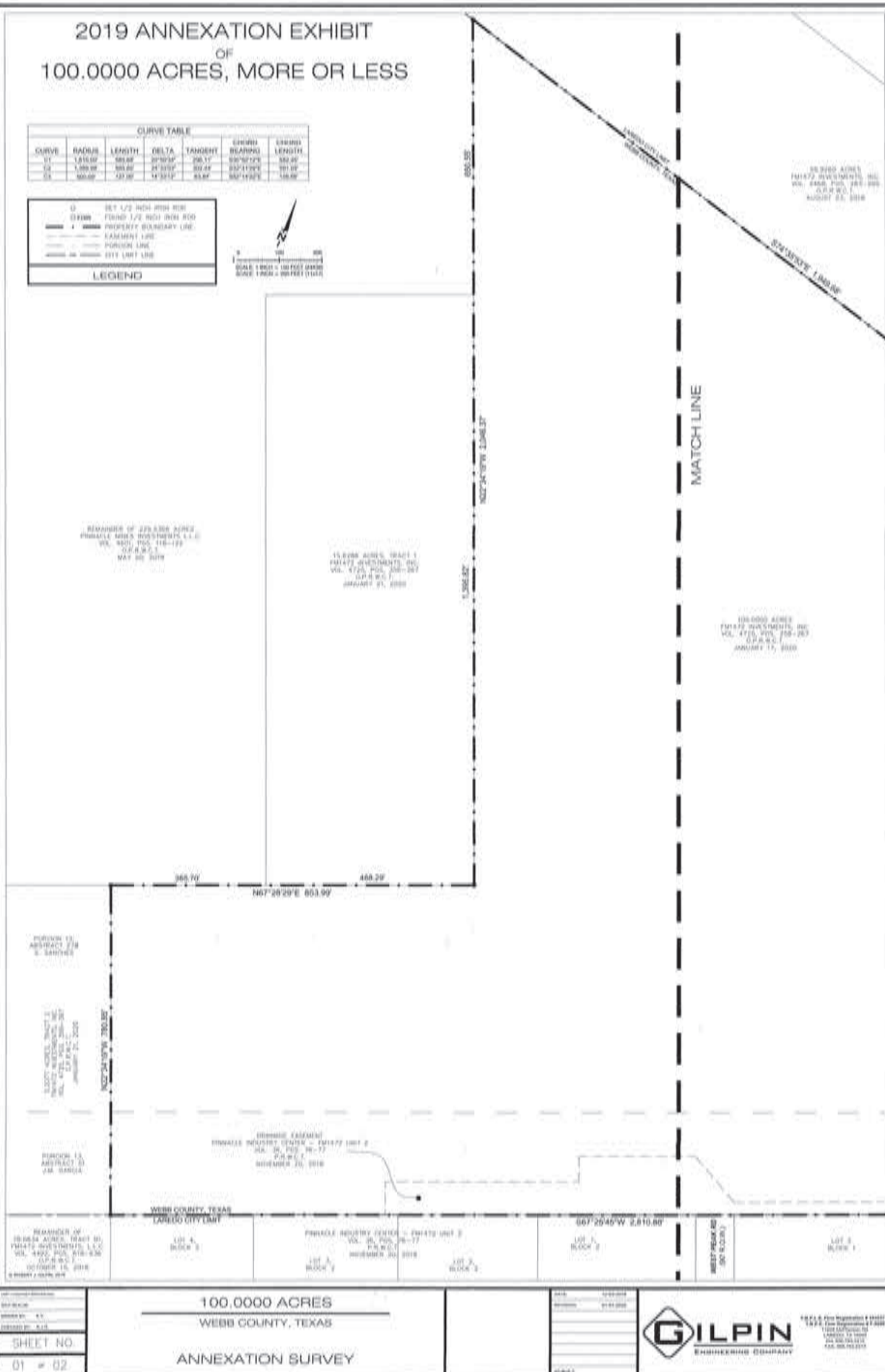
GILPIN

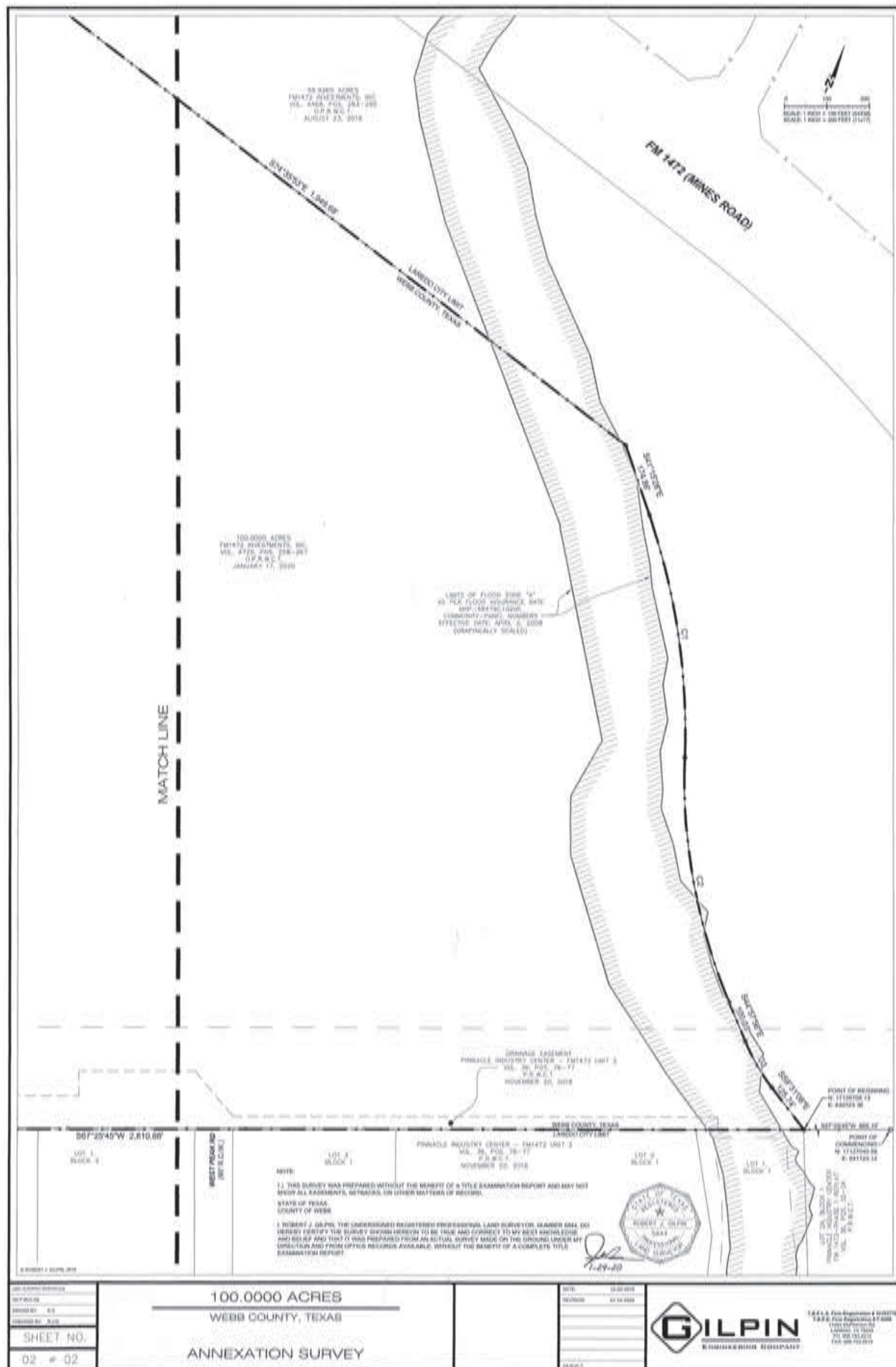


A horizontal number line with tick marks at 0, 700, 1,400, 2,800, 4,200, and 5,600. The word "Feet" is written at the right end of the line.

FM 1472 INVESTMENTS # 1 TRACT







STATE OF TEXAS*
COUNTY OF WEBB*
100.0000 ACRES

FIELD NOTES DESCRIBING A 100.0000 ACRE PARCEL OF LAND, RECORDED IN VOLUME 4725, PAGES 258-267, OFFICIAL PUBLIC RECORDS OF WEBB COUNTY, TEXAS, SITUATED IN PORCION 12, ABSTRACT 278, S. SANCHES, ORIGINAL GRANTEE, AND PORCION 13, ABSTRACT 51, J.M. GARCIA, WEBB COUNTY, TEXAS. BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Commencing at a found nail, being the most northerly corner of Lot 1, Block 1 of Pinnacle Industry Center – FM1472 Phase I, recorded in Volume 34, Pages 87-90, Plat Records of Webb County, Texas and the most easterly corner of 55.9260 acres, Tract 2, recorded in Volume 4468, Pages 283-295, Official Public Records of Webb County Texas, situated on the westerly right-of-way line of FM 1472;

Thence, S67°25'45"W, along a fence occupied as the common boundary between said Lot 1 and said 55.9260 acres, a distance of 462.95 feet, to a point being the most westerly corner of said Lot 1 and the most northerly corner of Lot 2A, Block 1 of Pinnacle Industry Center – FM1472 Phase I Replat, continuing with the same bearing and the common boundary between said Lot 2A and said 55.9260 acres, a distance of 403.15 feet, for a total distance of 866.10 feet, to a set ½ inch iron rod being the most westerly corner of said Lot 2A, the most southerly corner of said 55.9260 acres, the most northerly corner of Pinnacle Industry Center – FM1472 Unit 2, recorded in Volume 36, Pages 76-77, Plat Records of Webb County, Texas, and the most easterly corner of said 100.0000 acres, for the **POINT OF BEGINNING** of this 100.0000 acre parcel, and the **most easterly corner** hereof;

Thence, S67°25'45"W, along a fence occupied as the common boundary between said Pinnacle Industry Center – FM1472 Unit 2 and said 100.0000 acres, same being the southeasterly line of herein described parcel, a distance of 2,810.88 feet, to a found ½ inch iron rod being the easterly corner of 5.2077 acres, Tract 2, recorded in Volume 4725, Pages 356-367, Official Public Records of Webb County, Texas and the most southerly corner of said 100.0000 acres, for the **most southerly corner** hereof;

Thence, N22°34'19"W, with the common boundary between said Tract 2 and said 100.0000 acres, same being the southwesterly line of herein described parcel, a distance of 780.85 feet, to a set ½ inch iron rod being the northerly corner of said Tract 2 and an interior corner of 225.5366 acres, recorded in Volume 4601, Pages 118-122, Official Public Records, Texas and the most westerly corner of said 100.0000 acres, for the **most westerly corner** hereof;

Thence, N67°28'29"E, with the common boundary between said 225.5366 acres and said 100.0000 acres, same being the northwesterly line of herein described parcel, a distance of 365.70 feet, to a point being the southerly corner of 15.6286 acres, Tract 1, recorded in Volume 4725, Pages 356-367, Official Public Records of Webb County, Texas, continuing with the same bearing a distance of 488.29 feet, for a total distance of 853.99 feet, to a set ½ inch iron rod being the easterly corner of said 15.6286 acres and an interior corner of said 100.0000 acres, for an interior corner hereof;

Thence, N22°34'19"W, with the common boundary between said Tract 1 and said 100.0000 acres, a distance of 1,395.82 feet to a set ½ inch iron rod being the northerly corner of said Tract 1, continuing with the same bearing and the common boundary between 100.0000 acres and said 225.5366 acres, a distance of 650.55 feet, for a total distance of 2,046.37 feet, with the northwesterly line of herein described parcel, to a set ½ inch iron rod being the most northerly corner of said 100.0000 acres, situated on the southwesterly line of said 55.9260 acres, for the **most northerly corner** hereof;

Thence, S74°35'53"E, with the common boundary between said 55.9260 acres and said 100.0000 acres, same being the northeasterly line of herein described parcel, a distance of 1,949.68 feet, to a set ½ inch iron rod, for a point of deflection hereof;

Thence, S41°15'28"E, with the common boundary between said 55.9260 acres and said 100.0000 acres, same being the northeasterly line of herein described parcel, a distance of 174.86 feet, to a set ½ inch iron rod for a point of curvature hereof;

Thence, along a curve to the right, with a chord bearing S30°50'12"E, 582.45 feet, subtended by an arc having a radius of 1,610.00 feet, with the common boundary between said 55.9260 acres and said 100.0000 acres, same being the northeasterly line of herein described parcel, a distance of 585.68 feet, to a set ½ inch iron rod, for a point of reverse curvature hereof;

Thence, along a curve to the left, with a chord bearing S32°41'26"E, 591.05 feet, subtended by an arc having a radius of 1,389.98 feet, with the common boundary between said 55.9260 acres and said 100.0000 acres, same being the northeasterly line of herein described parcel, a distance of 595.60 feet, to a set ½ inch iron rod for a point of tangency hereof;

Thence, S44°57'56"E, with the common boundary between said 55.9260 acres and said 100.0000 acres, same being the northeasterly line of herein described parcel, a distance of 100.03 feet, to a set ½ inch iron rod, for a point of curvature hereof;

Thence, along a curve to the left, with a chord bearing S52°14'32" E, 126.66 feet, subtended by an arc having a radius of 500.00 feet, with the common boundary between said 55.9260 acres and said 100.0000 acres, same being the northeasterly line of herein described parcel, a distance of 127.00 feet, to a set ½ inch iron rod, for a point of tangency hereof;

Thence, S59°31'08"E, with the common boundary between said 55.9260 acres and said 100.0000 acres, same being the northeasterly line of herein described parcel, a distance of 125.74 feet, to said **POINT OF BEGINNING**, containing within these metes and bounds, 100.0000 acres, more or less.

BASIS OF BEARINGS:

GPS NAD83/NAVD88 TEXAS STATE PLANE 4205 COORDINATES, GRID

STATE OF TEXAS
COUNTY OF WEBB

I, ROBERT J. GILPIN, THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR, NUMBER 5944, DO HEREBY CERTIFY THE FOREGOING METES AND BOUNDS DESCRIPTION TO BE TRUE AND CORRECT TO MY BEST KNOWLEDGE AND BELIEF, AND THAT IT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND FROM OFFICE RECORDS AVAILABLE, WITHOUT THE BENEFIT OF A COMPLETE TITLE EXAMINATION REPORT.

WITNESS MY HAND AND SEAL


1-24-20



2019 ANNEXATION
100.0000 ACRES

Parcel name: CLO-100ACS

North: 17126708.1251 East : 640323.3601
 Line Course: S 67-25-45 W Length: 2810.88
 North: 17125629.2382 East : 637727.7774
 Line Course: N 22-34-19 W Length: 780.85
 North: 17126350.2738 East : 637428.0534
 Line Course: N 67-28-29 E Length: 853.99
 North: 17126677.4296 East : 638216.8930
 Line Course: N 22-34-19 W Length: 2046.37
 North: 17128567.0442 East : 637431.4078
 Line Course: S 74-35-53 E Length: 1949.68
 North: 17128049.2309 East : 639311.0677
 Line Course: S 41-15-28 E Length: 174.86
 North: 17127917.7799 East : 639426.3788
 Curve Length: 585.68 Radius: 1610.00
 Delta: 20-50-34 Tangent: 296.11
 Chord: 582.45 Course: S 30-50-12 E
 Course In: S 48-44-31 W Course Out: N 69-35-05 E
 RP North: 17126856.0629 East : 638216.0660
 End North: 17127417.6663 East : 639724.9403
 Curve Length: 595.59 Radius: 1389.98
 Delta: 24-33-02 Tangent: 302.44
 Chord: 591.05 Course: S 32-41-26 E
 Course In: N 69-35-05 E Course Out: S 45-02-03 W
 RP North: 17127902.5218 East : 641027.6142
 End North: 17126920.2438 East : 640044.1640
 Line Course: S 44-57-56 E Length: 100.03
 North: 17126849.4694 East : 640114.8534
 Curve Length: 127.00 Radius: 500.00
 Delta: 14-33-12 Tangent: 63.84
 Chord: 126.66 Course: S 52-14-32 E
 Course In: N 45-02-04 E Course Out: S 30-28-52 W
 RP North: 17127202.8102 East : 640468.6193
 End North: 17126771.9120 East : 640214.9921
 Line Course: S 59-31-08 E Length: 125.74
 North: 17126708.1298 East : 640323.3544

Closure Course: S 66-48-30 E Length: 0.00

Error North: 0.00 East : -0.01

Perimeter: 10150.68 Area: 100.0000 acres


12-3-19



**CITY OF LAREDO
ANNEXATION AGREEMENT AND SERVICE PLAN
TRACT 6
FM 1472 INVESTMENTS # 1 TRACT**

WHEREAS, the City of Laredo is a home rule municipality and a political subdivision of the State of Texas; and

WHEREAS, Chapter 43.003 of the Texas Local Government Code specifically sets out the legal requirements for the annexation of land adjoining the city limits of a home-rule municipality, such as the City of Laredo, Texas; and

WHEREAS, FM 1472 Investments, Inc., has filed a voluntary petition with the City of Laredo for the annexation of a 100.00 acre tract of land, said tract of land being more particularly described by metes and bounds on the attached Exhibit "A"; and

WHEREAS, Section 1.04 of the Charter of the City of Laredo requires the execution of an annexation agreement between the City of Laredo and the landowner of the territory being annexed; and

WHEREAS, Section 43.056 of the Texas Local Government Code, requires the preparation of a service plan describing the provision of municipal services to the territory being annexed, prior to implementation of annexation proceedings and related public hearings.

NOW, THEREFORE, FOR AND IN CONSIDERATION, of the sum of Seven-Hundred Fifty and No/100 Dollars (\$750.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **CITY OF LAREDO**, a home-rule municipality, and FM 1472 Investments, Inc. being the parties to this **ANNEXATION AGREEMENT AND SERVICE PLAN**, do hereby mutually acknowledge, consent, and agree to the following terms, conditions and service plan for annexation by the City of Laredo of 100.00 acres of land, more or less, belonging to FM 1472 Investments, Inc.

SERVICE PLAN

A petition for annexation from City of Laredo was received for property designated as "Tract 6 (FM 1472 Investments # 1 Tract)" described by metes and bounds in Exhibit "A" of this Annexation Agreement and Service Plan and made a part hereof for all purposes. This Service Plan was prepared in accordance with the requirements of Section 43.056 of the Texas Local Government Code and was available for review by the public at hearings duly held on March 2, 2020. Public notice of the hearings was provided on February 19, 2020 and February 21, 2020, not more than twenty or less than ten days before the hearings as provided in Section 43.0561 of the Texas Local Government Code.

Section 1. Services to be provided on the effective date of annexation

1. Police Protection: Police protection shall be provided to the tract immediately upon the effective date of annexation. Police protection shall include traffic control enforcement, crime prevention activities, police patrol, crime investigation, and emergency response.
2. Fire protection and Emergency Medical Services: First response fire and EMS services will be provided to the area from Fire Station No. 9, which is located approximately 5.39 miles from the proposed site. Fire services include protection, prevention, and emergency medical response.
3. Solid Waste Collection: The collection and disposal of solid waste will be extended to the area within thirty days from the effective date of annexation on the same basis as other residential and institutional customers. Institutional, commercial, and industrial generators of solid waste may use city services or contract with private haulers. Disposal of all solid waste will be at the municipal sanitary landfill. Fees charged customers within the tract will be the same as all similarly classified customers.

4a. Operation and Maintenance of Public Water Services

RESIDENTIAL ANNEXATION FEE FOR WATER:

Lots under 10,000 sqft	\$1,039.46/lot (135 gpcd X 3.7 person/lot X \$2.081/gal)
Lots over 10,000 sqft	\$1,560.60/lot

COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR WATER:

Less than 1.0 acres	\$1,040.40/lot
Lots 1 acre and Fraction:	\$1,560.60/acre

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Water service will be to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Water for fire protection services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

4b. Operation and Maintenance of Public Wastewater Services:

RESIDENTIAL ANNEXATION FEE FOR SANITARY SEWER:

Lots under 10,000 sqft	\$1,770.82/lot (100 gpcd X 3.7 person/lot X \$4.786/gal)
Lots over 10,000 sqft	\$2,080.80/lot

COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR SANITARY SEWER:

Less than 5.0 acres	\$1,292.22/acre (15 people/ac. X 18 gallons/person/day X \$4.786 gallon=\$1,292.22)
More than 5.01 acres	\$1,560.60/acre

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Wastewater service will be provided to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Wastewater services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

5. Maintenance of roads and streets: Public roads and streets will be maintained on the effective date of the annexation in the same manner as all roads and streets within the city limits. All thoroughfare rights-of-way shall be dedicated to comply with the Long Range Thoroughfare requirements of the City of Laredo's Comprehensive Plan. Road maintenance consists of repair of paving, maintenance of traffic lights, controls and signals, and will be provided immediately upon annexation. Street lighting is required of all new development and will be provided at petitioner's expense.

6. Operation and Maintenance of parks, playgrounds and swimming pools: No public parks, playgrounds, or swimming pools are presently located within the tract.

7. Operation and Maintenance of other public facilities: No public facilities, public buildings, or other service facilities are presently located within the tract. All facilities required by the development shall be provided at the expense of the petitioner, its successors and assigns, or jointly in cooperation with the city at such time as warranted by the development.

The Service Plan does not contemplate the creation of another political subdivision, nor will it require the funding of capital improvements by the petitioner to which petitioner has not agreed prior to the institution of proceedings, or which will be charged in any manner inconsistent with Chapter 395 of the Texas Local Government Code. The Service Plan does not propose services in the area in a manner that would have the effect of reducing by more than a negligible amount the level of fire and police protection and emergency medical services provided within the corporate boundaries of the municipality before annexation.

If the annexed area had a lower level of services, infrastructure, and infrastructure maintenance than the level of services, infrastructure, and infrastructure maintenance provided within the corporate boundaries of the municipality before annexation, a service

plan must provide the annexed area with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the municipality with topography, land use, and population density similar to those reasonably contemplated or projected in the area.

Section 2. Capital Improvements

The tract does not require the construction or acquisition of capital improvements by the City. Petitioner agrees to provide all roadways, drainage, and all public improvements at such time as the property is platted.

Section 3. Land Use

When the annexation results in the abutment of residential uses with M-1 (Light Manufacturing District) as defined in the Laredo Land Development Code, a 100 ft. buffer yard between the different land uses shall be required, and the buffer yard shall be maintained by the property owner. This *Section 3. Land Use* shall survive the expiration of this agreement.

The Service Plan is valid for a period of ten years, and all services within the area shall be provided in accordance with the Plan. Should an ordinance pertaining to reserve areas or impact fees be adopted by the City Council, the ordinance shall supersede any provisions established herein.

**THIS ANNEXATION AGREEMENT AND SERVICE PLAN WAS ENTERED INTO
AND EXECUTED ON THIS _____ DAY OF _____, 2020.**

**CITY OF LAREDO,
a Texas Municipal Corporation**

By: _____

**Robert A. Eads
City Manager**

FM 1472 INVESTMENTS, INC.

By: _____

**Kurt Kraus
Authorized Representative**

APPROVED AS TO FORM:

Kristina L. Hale
City Attorney

ACKNOWLEDGMENT

State of Texas *
County of Webb *

This instrument was acknowledged before me on this ____ day of _____ ,
2020 by Robert A. Eads, for and on behalf of the City of Laredo.

Notary Public, State of Texas

ACKNOWLEDGMENT

State of Texas *
County of Webb *

This instrument was acknowledged before me on this ____ day of _____ ,
2020 by Kurt Kraus on behalf of FM 1472 Investments, Inc.

Notary Public, State of Texas

ORDINANCE NO. 2020-O-

ALTERING AND EXTENDING THE BOUNDARY LIMITS OF THE CITY OF LAREDO, ANNEXING ADDITIONAL TERRITORY OF 100.00 ACRES, MORE OR LESS, LOCATED NORTH OF VIDAL CANTU RD. AND WEST OF FM 1472/MINES RD., PROVIDING FOR THE EFFECTIVE DATE OF THE ORDINANCE, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT ADOPTING A SERVICE PLAN FOR THE ANNEXED TERRITORY, AND ESTABLISHING THE INITIAL ZONING OF M-1 (LIGHT MANUFACTURING DISTRICT).

WHEREAS, the land hereinafter described is contiguous to the corporate limits of the City of Laredo, Texas, and is located within its extraterritorial jurisdiction; and

WHEREAS, the owner of the land has applied for the voluntary annexation of the land, described by the metes and bounds and attached hereto and made a part hereof for all the purposes, as set out in Exhibit "A"; and

WHEREAS, the City of Laredo has an unused allocation from prior calendar years; and

WHEREAS, the City Council believes and so finds that the annexation of such land is in the public interest and will promote the general welfare; and

WHEREAS, a public hearing was held in compliance with Article 43.052, of the Municipal Annexation Act, giving all persons interested in such annexation an opportunity to be heard; and

WHEREAS, notice of such public hearing was duly given, as provided by law, and such hearing was held on the date and at the time, place and hour so announced; and

WHEREAS, at said Public Hearing, the proposed Service Plan for the annexation land herein described was considered by the City Council and was made available for public inspection.

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

Section 1: That the City of Laredo hereby adopts a Service Plan for the extension of municipal services into the land described in Exhibit "A". A copy of said Service Plan is marked Exhibit "B" attached hereto and made a part hereof for all purposes.

Section 2: That the following described land and land containing 100.00 acres lying adjacent to and adjoining the City of Laredo is hereby added and annexed to the City of Laredo, and said land be and is included within the boundary limits of the City of Laredo, and

the present boundary limits of said City, at the various points contiguous to the area hereinafter described, are altered and amended so as to include said area within the corporate limits of the City of Laredo. That from and after the effective date of this Ordinance, the Boundary Limits of the City of Laredo shall include all such additional, adjacent, and hereby annexed land herein above described in Section 2. That from and after the final passage and adoption of this Ordinance, the Boundary Limits of the City of Laredo, Texas, shall be as herein above set out in Exhibit "A", and the property situated therein shall bear its pro rata part of the taxes levied by the City of Laredo, and the inhabitants thereof shall be entitled to all the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions and regulations of the City of Laredo.

Section 3: That the Zoning Map of the City of Laredo be and is hereby amended to show the initial zoning designation boundaries for the land, as set out in Exhibit "A", attached hereto and made a part hereof for all purposes as M-1 (Light Manufacturing District).

Section 4: Severability

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

Section 5: 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 which this ordinance and the subject matter approves and confirms such written notice and the contents and posting hereof.

Section 6: That this Ordinance shall be published in the manner provided in article II, Section 2.09 (D) of the Charter of the City of Laredo.

Section 7: This Ordinance shall become effective upon passage.

APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2020.

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA L. HALE
CITY ATTORNEY

City Council-Regular

Meeting Date: 04/06/2020

Initiated By: FM 1472 Investments, LTD - Kurt Kraus, Managing Partner

Staff Source: James Kirby Snideman, AICP, Director of Planning

SUBJECT

Public Hearing and Introductory Ordinance altering and extending the boundary limits of the City of Laredo by annexing additional territory of 15.63 acres, more or less, located north of Vidal Cantu Rd. and west of FM 1472/Mines Rd., providing for the effective date of the ordinance, authorizing the City Manager to execute a contract adopting a service plan for the annexed territory, and establishing the initial zoning of M-1 (Light Manufacturing District).

PREVIOUS COUNCIL ACTION

On January 21, 2020, the City Council directed staff to draft the Annexation Agreements and Service Plans for the voluntary annexation requests, referred to the Planning and Zoning Commission, and further authorized the City Manager to enter into Water Supply, Sanitary Sewer Service and Controlled Development Contracts with the owners of the eligible proposed annexation tracts.

BACKGROUND

Texas Local Government Code Section 43.063 requires a public hearing before City Council. The public hearing was held on March 2, 2020. The petition for annexation was presented before the Planning and Zoning Commission on February 6, 2020. The petition for annexation will subsequently go before City Council for final reading of the ordinance on April 20, 2020. Tract 7 is as follows:

Voluntary Annexation:

Tract 7 - 15.63 acres, more or less, located north Vidal Cantu Rd. and west of FM 1472/Mines Rd.

Petitioner: FM 1472 Investments - Kurt Kraus, Managing Partner

COMMITTEE RECOMMENDATION

Planning and Zoning Commission recommended approval of the initial zoning for the annexation.

Planning and Zoning Commission recommended approval of the annexation.

IMPACT ANALYSIS

The financial implication is outlined in the Annexation Feasibility Analysis.

Proposed Use: Industrial (M-1)

Site: Vacant land a portion of which is undergoing the development/platting process as part of the Pinnacle Industry Center Subdivision, Unit 10 (Industrial Park). Upon annexation, a portion of this tract will be subject to a Chapter 380 Agreement between the City of Laredo and Mission Produce for the development of a cold storage facility pursuant to Council Resolution 2020-R-09.

Surrounding Land Uses: To the north, south, and west is undeveloped land. A portion of this tract of land and land to the east and south are is undergoing the development/platting process as part of the Pinnacle Industry Center Subdivision, Unit 10 (Industrial Park).

Comprehensive Plan: The Future Land Use Map identifies this tract as Medium Density Residential.

Re: <https://www.cityoflaredo.com/Planning/assets/viva-laredo---city-of-laredo-comprehensive-plan.pdf#page=39>
Land Use Patterns pages 1.13 through 1.16

Transportation Plan: The Long Range Thoroughfare Plan identifies FM 1472/Mines Rd. as an Expressway. Vidal Cantu is not identified on the Plan.

Re: https://www.cityoflaredo.com/Maps/GIS_MAPS/maps/Thoroughfare.pdf

Letters sent to surrounding property owners: 1 In favor: 0 Opposed: 0

STAFF RECOMMENDATION

Planning and Zoning staff recommends approval of the initial zoning for the annexation.

Planning and Zoning staff recommends approval of the annexation.

M-1 (Light Manufacturing District):

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 the initial zoning contrary to the established land use pattern?

No. The land to north, south, east, and west is currently unzoned. Annexation of this tract requires concurrent annexation of Annexation Tract 6.

Would the initial zoning create an isolated zoning district unrelated to surrounding districts?

No. The land to the north, south, east, and west is currently unzoned. Annexation of this tract requires concurrent annexation of Annexation Tract 6.

Will the initial zoning adversely influence living conditions in the neighborhood?

No. There are no residential neighborhoods in the vicinity.

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

N/A

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Calculations

Overview of Annexation Tracts

Tract 7 - Map

Tract 7 - 200 ft. Buffer

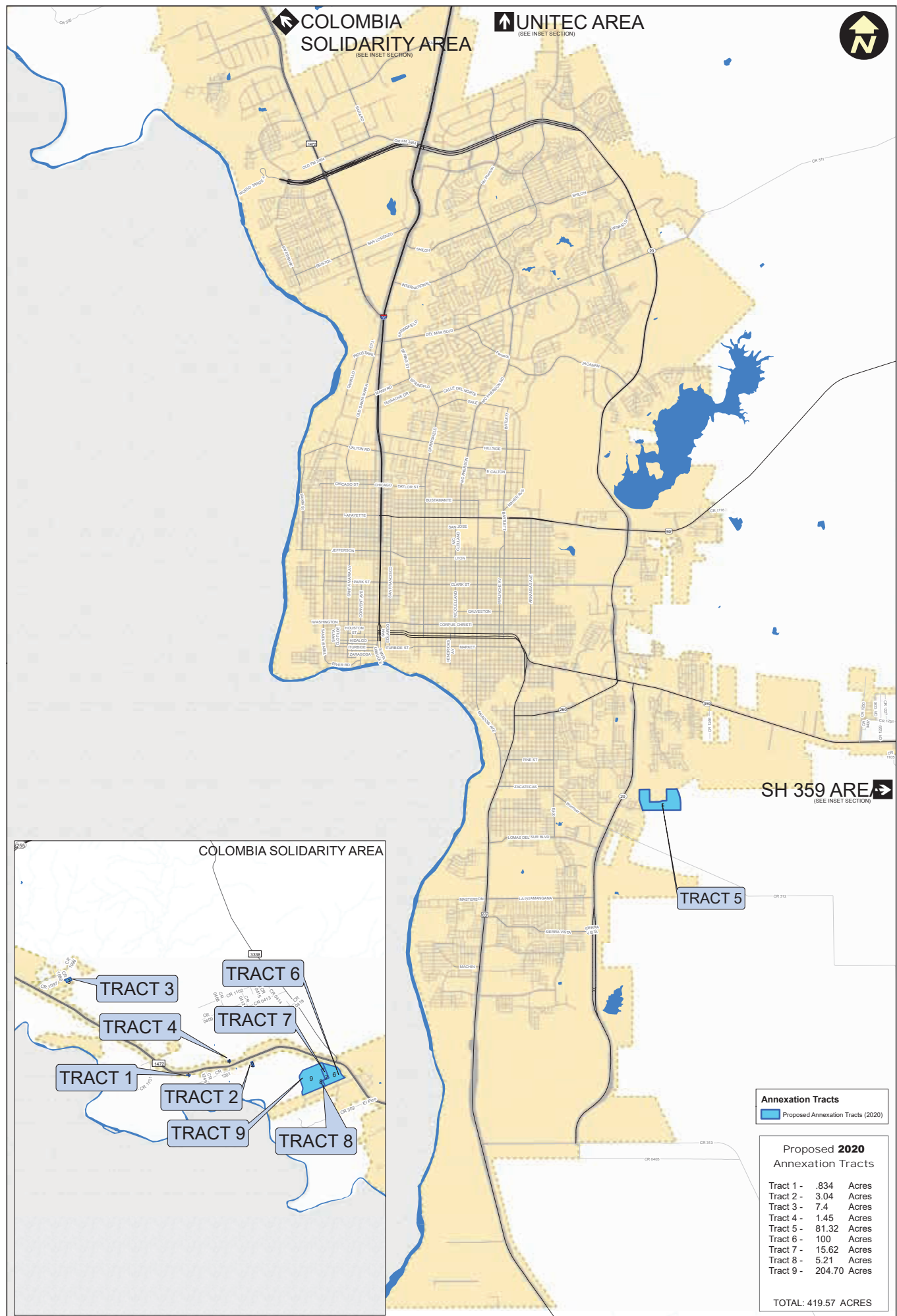
Tract 7 - Surrounding Zoning

Tract 7 - Future Land Use Map

Tract 7 - Survey

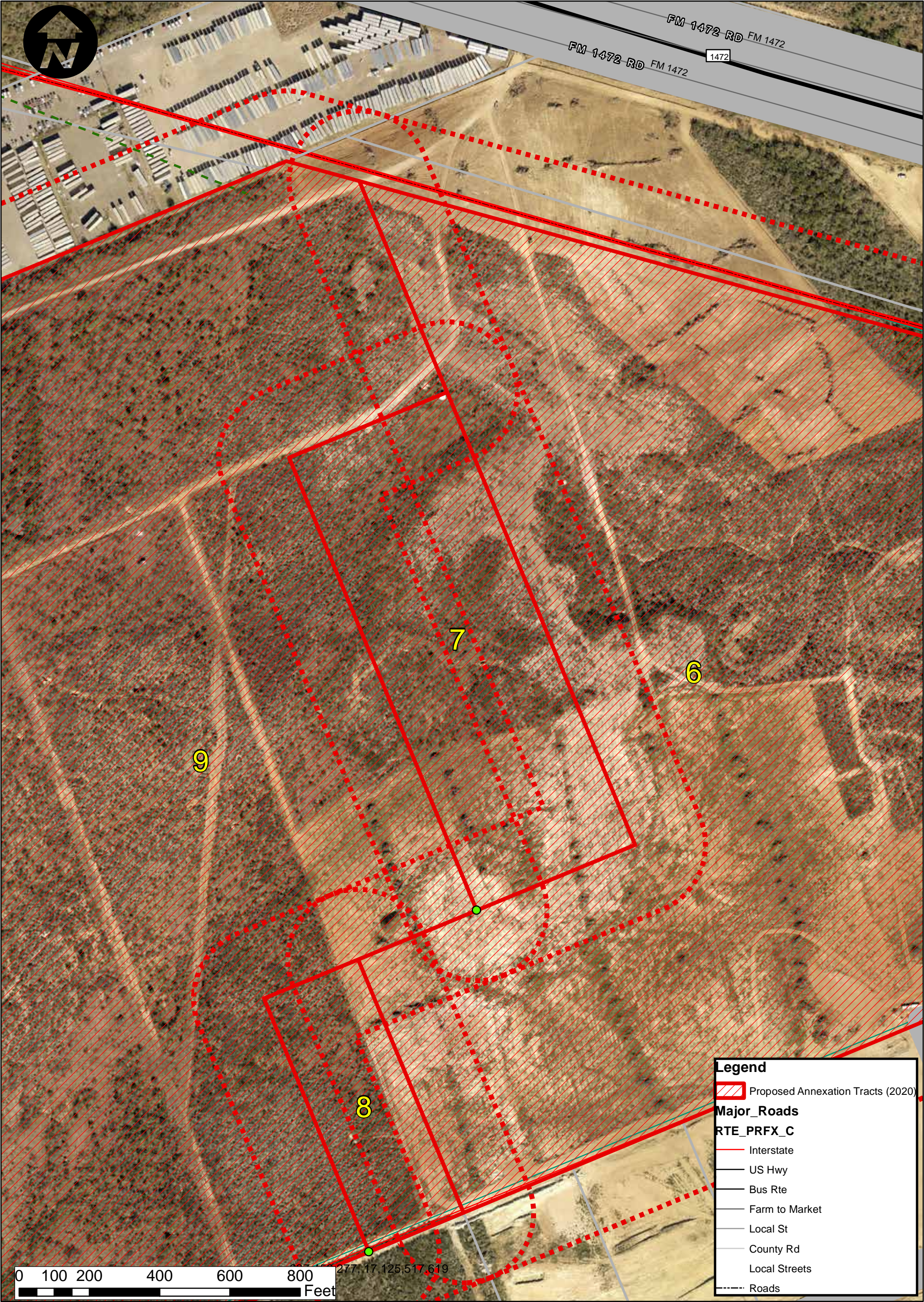
Tract 7 - Metes and Bounds

[illegible]

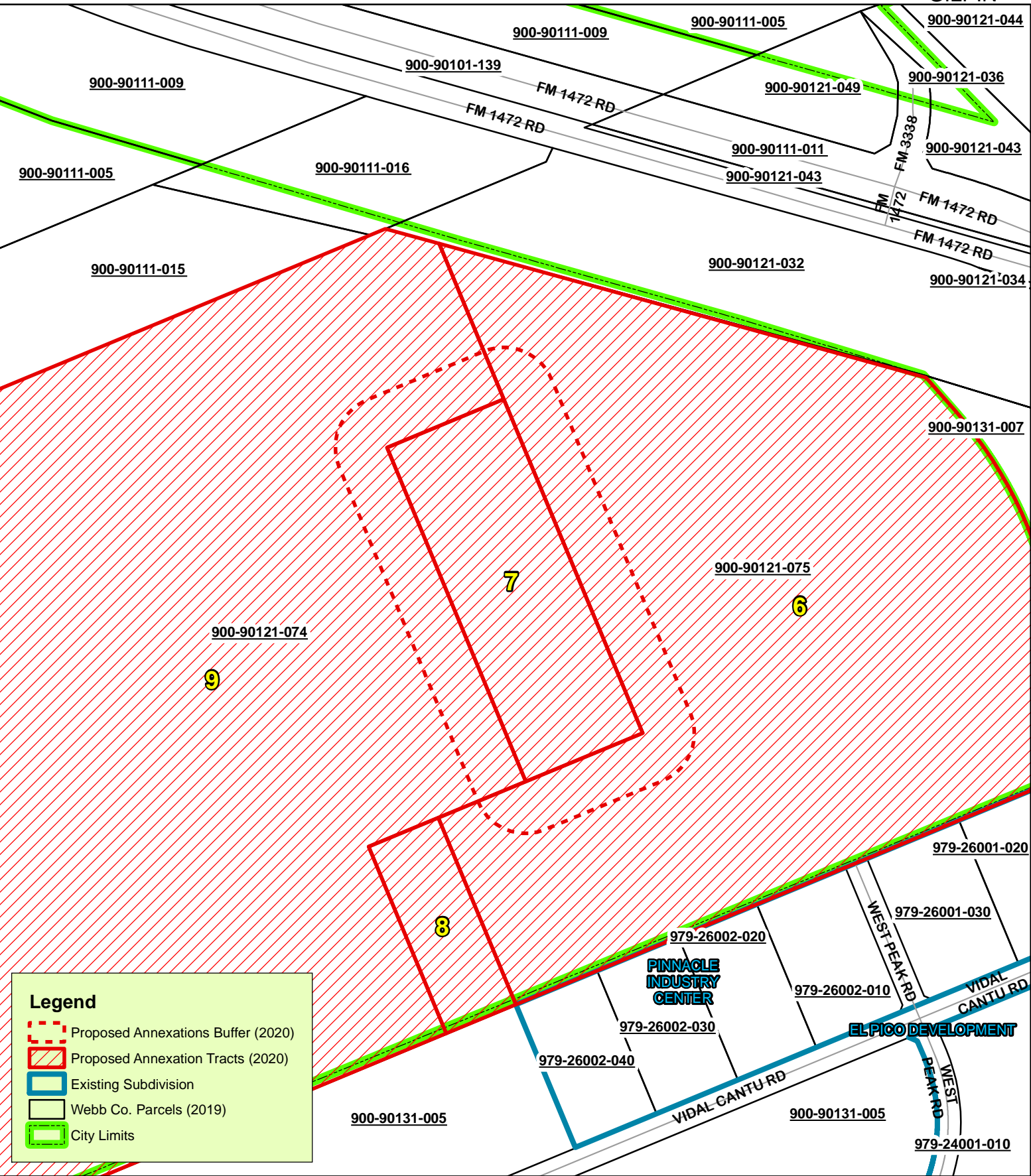


FM 1472 INVESTMENTS # 2 TRACT

GILPIN



FM 1472 INVESTMENTS # 2 TRACT



FM 1472 INVESTMENTS # 2 TRACT

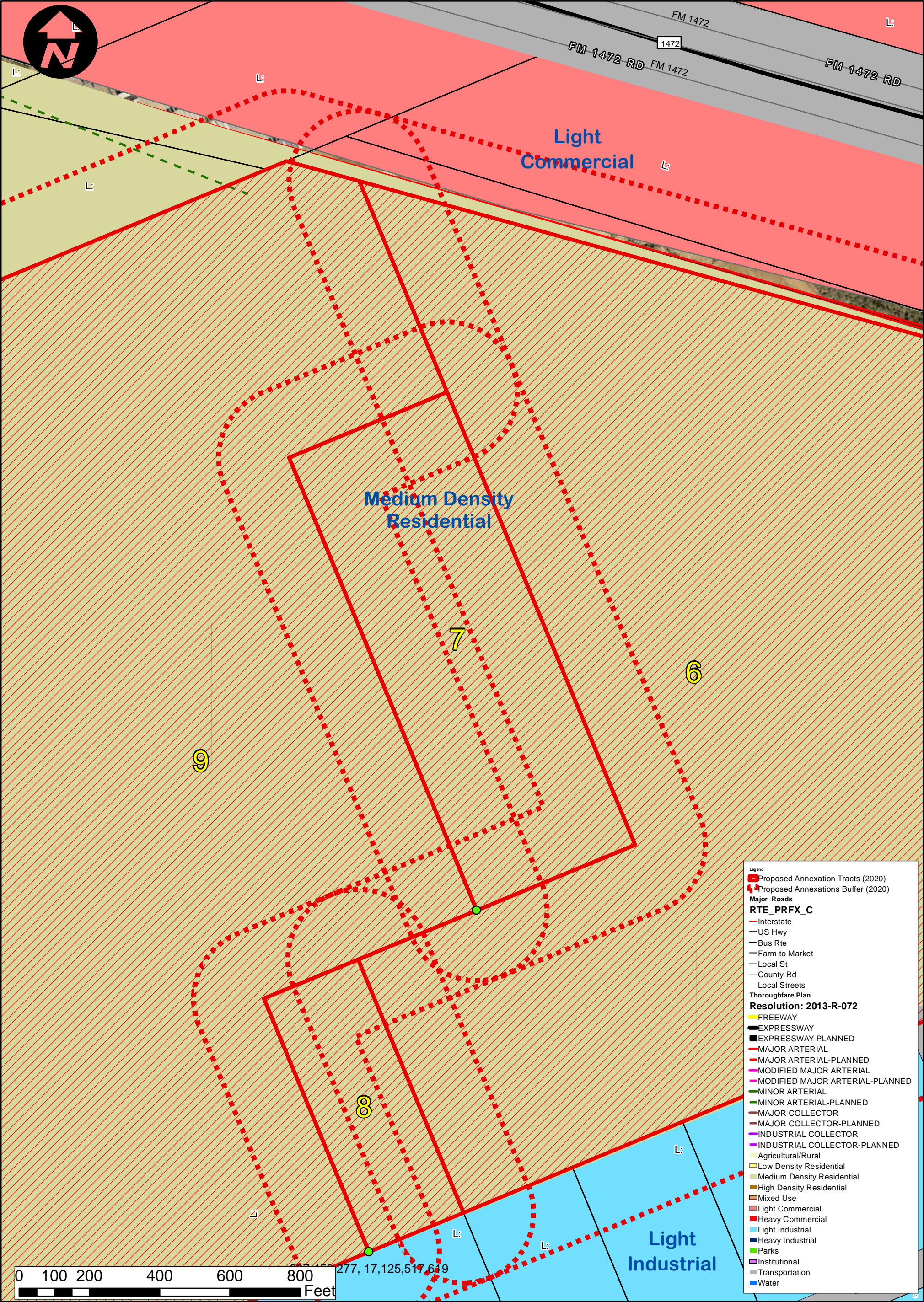
GILPIN



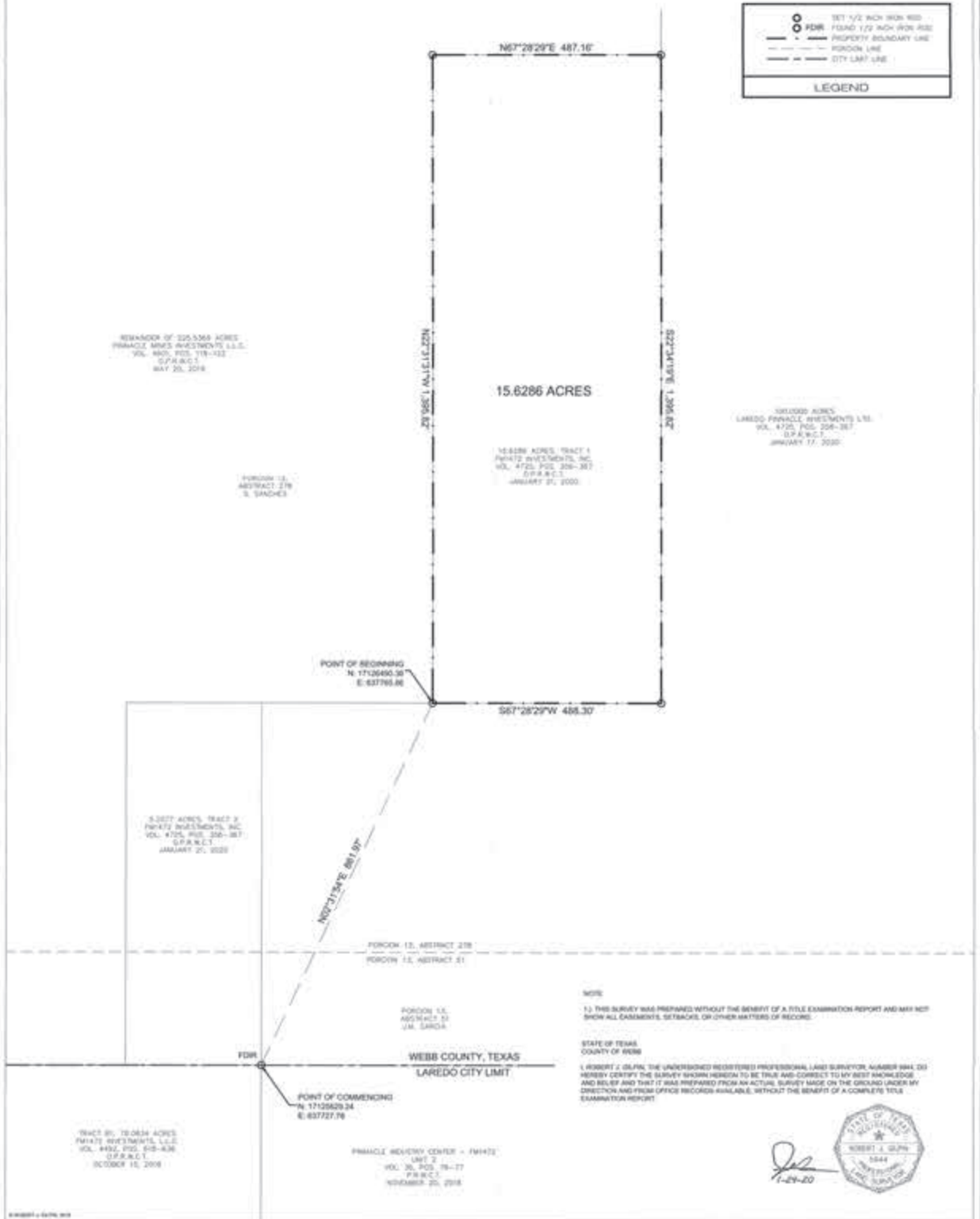
0 700 1,400 2,800 4,200 5,600 Feet

FM 1472 INVESTMENTS # 2

GILPIN



2019 ANNEXATION SURVEY OF 15.6286 ACRES, MORE OR LESS



15.6286 ACRES WEBB COUNTY, TEXAS		SHEET NO. 01 of 01	
ANNEXATION SURVEY			

STATE OF TEXAS *
COUNTY OF WEBB*
15.6286 ACRES

FIELD NOTES DESCRIBING A 15.6286 ACRE PARCEL OF LAND, TRACT 1, RECORDED IN VOLUME 4725, PAGES 356-367, OFFICIAL PUBLIC RECORDS OF WEBB COUNTY, TEXAS. SITUATED IN PORCION 12, ABSTRACT 278, ORIGINAL GRANTEE S. SANCHES, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Commencing at a found ½ inch iron rod, being the most westerly corner of Pinnacle Industry Center – FM1472 Unit 2, recorded in Volume 36, Pages 76-77, Plat Records of Webb County, Texas, the most southerly corner of 100.0000 acres, recorded in Volume 4725, Pages 258-267, Official Public Records of Webb County, Texas and the easterly corner of 5.2077 acres, Tract 2, recorded in Volume 4725, Pages 356-367, Official Public Records of Webb County, Texas, situated on the northerly line of Tract B1, recorded in Volume 4492, Pages 618-636, Official Public Records of Webb County, Texas;

Thence, N02°31'54"E, a distance of 861.97 feet, to a set ½ inch iron rod being the southerly corner of said Tract 1, situated on the common boundary between said 100.0000 acres and 225.5366 acres recorded in Volume 4601, Pages 118-122, Official Public Records of Webb County, Texas, for the **POINT OF BEGINNING** of this 15.6286 acre parcel of land and the **most southerly corner** hereof;

Thence, N22°31'31"W, with the southwesterly line of said Tract 1 and of herein described parcel, a distance of 1,395.82 feet, to a set ½ inch iron rod, being the westerly corner of Tract 1, for the **most westerly corner** hereof;

Thence, N67°28'29"E, with the northwesterly line of said Tract 1 and of herein described parcel, a distance of 487.16 feet, to a set ½ inch iron rod being the northerly corner of said Tract 1, situated on the common boundary between said 225.5366 acres and said 100.0000 acres, for the **most northerly corner** hereof;

Thence, S22°34'19"E, with the common boundary between said 100.0000 acres and Tract 1, same being the northeasterly line of herein described parcel, a distance of 1,395.82 feet, to a set ½ inch iron rod being an interior corner of said 100.0000 acres and the westerly corner of said Tract 1, for the **most westerly corner** hereof;

Thence, S67°28'29"W, with the common boundary between said 100.0000 acres and said Tract 1, same being the southeasterly line of herein described parcel, a distance of 488.30 feet, to said **POINT OF BEGINNING**, containing within these metes and bounds, 15.6286 acres, more or less.

BASIS OF BEARINGS:

GPS NAD83/NAVD88 TEXAS STATE PLANE 4205 – GRID

STATE OF TEXAS

COUNTY OF WEBB

I, ROBERT J. GILPIN, THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR, NUMBER 5944, DO HEREBY CERTIFY THE FOREGOING METES AND BOUNDS DESCRIPTION TO BE TRUE AND CORRECT TO MY BEST KNOWLEDGE AND BELIEF, AND THAT IT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND FROM OFFICE RECORDS AVAILABLE, WITHOUT THE BENEFIT OF A COMPLETE TITLE EXAMINATION REPORT.

WITNESS MY HAND AND SEAL


1-24-20



2019 ANNEXATION
15.6286 ACRES

Parcel name: CLO-ANNEX-15.6286ACS

North: 17126490.3619	East : 637765.8600
Line Course: N 22-31-31 W Length: 1395.82	
North: 17127779.6956	East : 637231.1339
Line Course: N 67-28-29 E Length: 487.16	
North: 17127966.3223	East : 637681.1288
Line Course: S 22-34-19 E Length: 1395.82	
North: 17126677.4245	East : 638216.9048
Line Course: S 67-28-29 W Length: 488.30	
North: 17126490.3611	East : 637765.8569

Closure Course: N 75-54-28 E Length: 0.00

Error North: -0.00 East : -0.00

Perimeter: 3767.10 Area: 15.6286 acres


08-08-19



**CITY OF LAREDO
ANNEXATION AGREEMENT AND SERVICE PLAN
TRACT 8
FM 1472 INVESTMENTS # 3 TRACT**

WHEREAS, the City of Laredo is a home rule municipality and a political subdivision of the State of Texas; and

WHEREAS, Chapter 43.003 of the Texas Local Government Code specifically sets out the legal requirements for the annexation of land adjoining the city limits of a home-rule municipality, such as the City of Laredo, Texas; and

WHEREAS, FM 1472 Investments, has filed a voluntary petition with the City of Laredo for the annexation of a 5.2077 acre tract of land, said tract of land being more particularly described by metes and bounds on the attached Exhibit "A"; and

WHEREAS, Section 1.04 of the Charter of the City of Laredo requires the execution of an annexation agreement between the City of Laredo and the landowner of the territory being annexed; and

WHEREAS, Section 43.056 of the Texas Local Government Code, requires the preparation of a service plan describing the provision of municipal services to the territory being annexed, prior to implementation of annexation proceedings and related public hearings.

NOW, THEREFORE, FOR AND IN CONSIDERATION, of the sum of Seven-Hundred Fifty and No/100 Dollars (\$750.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **CITY OF LAREDO**, a home-rule municipality, and FM 1472 Investments, Inc. being the parties to this **ANNEXATION AGREEMENT AND SERVICE PLAN**, do hereby mutually acknowledge, consent, and agree to the following terms, conditions and service plan for annexation by the City of Laredo of 5.2077 acres of land, more or less, belonging to FM 1472 Investments, Inc.

SERVICE PLAN

A petition for annexation from City of Laredo was received for property designated as "Tract 8 (FM 1472 Investments # 3 Tract)" described by metes and bounds in Exhibit "A" of this Annexation Agreement and Service Plan and made a part hereof for all purposes. This Service Plan was prepared in accordance with the requirements of Section 43.056 of the Texas Local Government Code and was available for review by the public at hearings duly held on March 2, 2020. Public notice of the hearings was provided on February 19, 2020 and February 21, 2020, not more than twenty or less than ten days before the hearings as provided in Section 43.0561 of the Texas Local Government Code.

Section 1. Services to be provided on the effective date of annexation

1. Police Protection: Police protection shall be provided to the tract immediately upon the effective date of annexation. Police protection shall include traffic control enforcement, crime prevention activities, police patrol, crime investigation, and emergency response.
2. Fire protection and Emergency Medical Services: First response fire and EMS services will be provided to the area from Fire Station No. 9, which is located approximately 5.39 miles from the proposed site. Fire services include protection, prevention, and emergency medical response.
3. Solid Waste Collection: The collection and disposal of solid waste will be extended to the area within thirty days from the effective date of annexation on the same basis as other residential and institutional customers. Institutional, commercial, and industrial generators of solid waste may use city services or contract with private haulers. Disposal of all solid waste will be at the municipal sanitary landfill. Fees charged customers within the tract will be the same as all similarly classified customers.

4a. Operation and Maintenance of Public Water Services

RESIDENTIAL ANNEXATION FEE FOR WATER:

Lots under 10,000 sqft	\$1,039.46/lot (135 gpcd X 3.7 person/lot X \$2.081/gal)
Lots over 10,000 sqft	\$1,560.60/lot

COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR WATER:

Less than 1.0 acres	\$1,040.40/lot
Lots 1 acre and Fraction:	\$1,560.60/acre

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Water service will be to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Water for fire protection services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

4b. Operation and Maintenance of Public Wastewater Services:

RESIDENTIAL ANNEXATION FEE FOR SANITARY SEWER:

Lots under 10,000 sqft	\$1,770.82/lot (100 gpcd X 3.7 person/lot X \$4.786/gal)
Lots over 10,000 sqft	\$2,080.80/lot

COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR SANITARY SEWER:

Less than 5.0 acres	\$1,292.22/acre (15 people/ac. X 18 gallons/person/day X \$4.786 gallon=\$1,292.22)
More than 5.01 acres	\$1,560.60/acre

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Wastewater service will be provided to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Wastewater services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

5. Maintenance of roads and streets: Public roads and streets will be maintained on the effective date of the annexation in the same manner as all roads and streets within the city limits. All thoroughfare rights-of-way shall be dedicated to comply with the Long Range Thoroughfare requirements of the City of Laredo's Comprehensive Plan. Road maintenance consists of repair of paving, maintenance of traffic lights, controls and signals, and will be provided immediately upon annexation. Street lighting is required of all new development and will be provided at petitioner's expense.

6. Operation and Maintenance of parks, playgrounds and swimming pools: No public parks, playgrounds, or swimming pools are presently located within the tract.

7. Operation and Maintenance of other public facilities: No public facilities, public buildings, or other service facilities are presently located within the tract. All facilities required by the development shall be provided at the expense of the petitioner, its successors and assigns, or jointly in cooperation with the city at such time as warranted by the development.

The Service Plan does not contemplate the creation of another political subdivision, nor will it require the funding of capital improvements by the petitioner to which petitioner has not agreed prior to the institution of proceedings, or which will be charged in any manner inconsistent with Chapter 395 of the Texas Local Government Code. The Service Plan does not propose services in the area in a manner that would have the effect of reducing by more than a negligible amount the level of fire and police protection and emergency medical services provided within the corporate boundaries of the municipality before annexation.

If the annexed area had a lower level of services, infrastructure, and infrastructure maintenance than the level of services, infrastructure, and infrastructure maintenance provided within the corporate boundaries of the municipality before annexation, a service

plan must provide the annexed area with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the municipality with topography, land use, and population density similar to those reasonably contemplated or projected in the area.

Section 2. Capital Improvements

The tract does not require the construction or acquisition of capital improvements by the City. Petitioner agrees to provide all roadways, drainage, and all public improvements at such time as the property is platted.

Section 3. Land Use

When the annexation results in the abutment of residential uses with M-1 (Light Manufacturing District) as defined in the Laredo Land Development Code, a 100 ft. buffer yard between the different land uses shall be required, and the buffer yard shall be maintained by the property owner. This *Section 3. Land Use* shall survive the expiration of this agreement.

The Service Plan is valid for a period of ten years, and all services within the area shall be provided in accordance with the Plan. Should an ordinance pertaining to reserve areas or impact fees be adopted by the City Council, the ordinance shall supersede any provisions established herein.

**THIS ANNEXATION AGREEMENT AND SERVICE PLAN WAS ENTERED INTO
AND EXECUTED ON THIS _____ DAY OF _____, 2020.**

**CITY OF LAREDO,
a Texas Municipal Corporation**

By: _____

**Robert A. Eads
City Manager**

FM 1472 INVESTMENTS, INC.

By: _____

**Kurt Kraus
Authorized Representative**

APPROVED AS TO FORM:

Kristina L. Hale
City Attorney

ACKNOWLEDGMENT

State of Texas *
County of Webb *

This instrument was acknowledged before me on this ____ day of _____ ,
2020 by Robert A. Eads, for and on behalf of the City of Laredo.

Notary Public, State of Texas

ACKNOWLEDGMENT

State of Texas *
County of Webb *

This instrument was acknowledged before me on this ____ day of _____ ,
2020 by Kurt Kraus on behalf of FM 1472 Investments, Inc.

Notary Public, State of Texas

ORDINANCE NO. 2020-O-

ALTERING AND EXTENDING THE BOUNDARY LIMITS OF THE CITY OF LAREDO, ANNEXING ADDITIONAL TERRITORY OF 15.6286 ACRES, MORE OR LESS, LOCATED NORTH OF VIDAL CANTU RD. AND WEST OF FM 1472/MINES RD., PROVIDING FOR THE EFFECTIVE DATE OF THE ORDINANCE, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT ADOPTING A SERVICE PLAN FOR THE ANNEXED TERRITORY, AND ESTABLISHING THE INITIAL ZONING OF M-1 (LIGHT MANUFACTURING DISTRICT).

WHEREAS, the land hereinafter described is contiguous to the corporate limits of the City of Laredo, Texas, and is located within its extraterritorial jurisdiction; and

WHEREAS, the owner of the land has applied for the voluntary annexation of the land, described by the metes and bounds and attached hereto and made a part hereof for all the purposes, as set out in Exhibit "A"; and

WHEREAS, the City of Laredo has an unused allocation from prior calendar years; and

WHEREAS, the City Council believes and so finds that the annexation of such land is in the public interest and will promote the general welfare; and

WHEREAS, a public hearing was held in compliance with Article 43.052, of the Municipal Annexation Act, giving all persons interested in such annexation an opportunity to be heard; and

WHEREAS, notice of such public hearing was duly given, as provided by law, and such hearing was held on the date and at the time, place and hour so announced; and

WHEREAS, at said Public Hearing, the proposed Service Plan for the annexation land herein described was considered by the City Council and was made available for public inspection.

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

Section 1: That the City of Laredo hereby adopts a Service Plan for the extension of municipal services into the land described in Exhibit "A". A copy of said Service Plan is marked Exhibit "B" attached hereto and made a part hereof for all purposes.

Section 2: That the following described land and land containing 15.6286 acres lying adjacent to and adjoining the City of Laredo is hereby added and annexed to the City of Laredo, and said land be and is included within the boundary limits of the City of Laredo, and

the present boundary limits of said City, at the various points contiguous to the area hereinafter described, are altered and amended so as to include said area within the corporate limits of the City of Laredo. That from and after the effective date of this Ordinance, the Boundary Limits of the City of Laredo shall include all such additional, adjacent, and hereby annexed land herein above described in Section 2. That from and after the final passage and adoption of this Ordinance, the Boundary Limits of the City of Laredo, Texas, shall be as herein above set out in Exhibit "A", and the property situated therein shall bear its pro rata part of the taxes levied by the City of Laredo, and the inhabitants thereof shall be entitled to all the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions and regulations of the City of Laredo.

Section 3: That the Zoning Map of the City of Laredo be and is hereby amended to show the initial zoning designation boundaries for the land, as set out in Exhibit "A", attached hereto and made a part hereof for all purposes as M-1 (Light Manufacturing District).

Section 4: Severability

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

Section 5: 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 which this ordinance and the subject matter approves and confirms such written notice and the contents and posting hereof.

Section 6: That this Ordinance shall be published in the manner provided in article II, Section 2.09 (D) of the Charter of the City of Laredo.

Section 7: This Ordinance shall become effective upon passage.

APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2020.

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA L. HALE
CITY ATTORNEY

City Council-Regular

Meeting Date: 04/06/2020

Initiated By: FM 1472 Investments, LTD - Kurt Kraus, Managing Partner

Staff Source: James Kirby Snideman, AICP, Director of Planning

SUBJECT

Public Hearing and Introductory Ordinance altering and extending the boundary limits of the City of Laredo by annexing additional territory of 5.2077 acres, more or less, located north of Vidal Cantu Rd. and west of FM 1472/Mines Rd. Providing for the effective date of the ordinance, authorizing the City Manager to execute a contract adopting a service plan for the annexed territory, and establishing the initial zoning of M-1 (Light Manufacturing District).

PREVIOUS COUNCIL ACTION

On January 21, 2020, the City Council directed staff to draft the Annexation Agreements and Service Plans for the voluntary annexation requests, referred to the Planning and Zoning Commission, and further authorized the City Manager to enter into Water Supply, Sanitary Sewer Service and Controlled Development Contracts with the owners of the eligible proposed annexation tracts.

BACKGROUND

Texas Local Government Code Section 43.063 requires a public hearing before City Council. The public hearing was held on March 2, 2020. The petition for annexation was presented before the Planning and Zoning Commission on February 6, 2020. The petition for annexation will subsequently go before City Council for final reading of the ordinance on April 20, 2020. Tract 8 is as follows:

Voluntary Annexation:

Tract 8 - 5.2077 acres, more or less, located north of Vidal Cantu Rd. and west of FM 1472/Mines Rd.

Petitioner: FM 1472 Investments - Kurt Kraus, Managing Partner

COMMITTEE RECOMMENDATION

Planning and Zoning Commission recommended approval of the initial zoning of the annexation.

Planning and Zoning Commission recommended approval of the annexation.

IMPACT ANALYSIS

The financial implication is outlined in the Annexation Feasibility Analysis.

Proposed Use: Industrial (M-1)

Site: Vacant land a portion of which is undergoing the development/platting process as part of the Pinnacle Industry Center Subdivision, Unit 10 (Industrial Park).

Surrounding Land Uses: To the south is Pinnacle Industry Center, Unit II. To the north is undeveloped land. A portion of this tract and land to the east is undergoing the development/platting process as part of the Pinnacle Industry Center Subdivision, Unit 10 (Industrial Park).

Comprehensive Plan: The Future Land Use Map identifies this tract as Medium Density Residential.

Re: <https://www.cityoflaredo.com/Planning/assets/viva-laredo---city-of-laredo-comprehensive-plan.pdf#page=39>
Land Use Patterns pages 1.13 through 1.16

Transportation Plan: The Long Range Thoroughfare Plan identifies FM 1472/Mines Rd. as an Expressway. Vidal Cantu Rd. is not identified on the Plan.

Re: https://www.cityoflaredo.com/Maps/GIS_MAPS/maps/Thoroughfare.pdf

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

STAFF RECOMMENDATION

Planning and Zoning Staff recommends approval of the initial zoning for the annexation.

Planning and Zoning Staff recommends approval of the annexation.

M-1 (Light Manufacturing District):

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 the initial zoning contrary to the established land use pattern?

No. The land to the south is zoned M-1 (Light Industrial). The land to the west, north, and east is unzoned.

Would the initial zoning create an isolated zoning district unrelated to surrounding districts?

No. The land to the south is zoned M-1 (Light Industrial). The land to the west, north, and east is unzoned.

Will the initial zoning adversely influence living conditions in the neighborhood?

No. There are no residential neighborhoods in the vicinity.

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

N/A

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Calculations

Overview of Annexation Tracts

Tract 8 - Map

Tract 8 - 200 ft. Buffer

Tract 8 - Surrounding Zoning

Tract 8 - Future Land Use

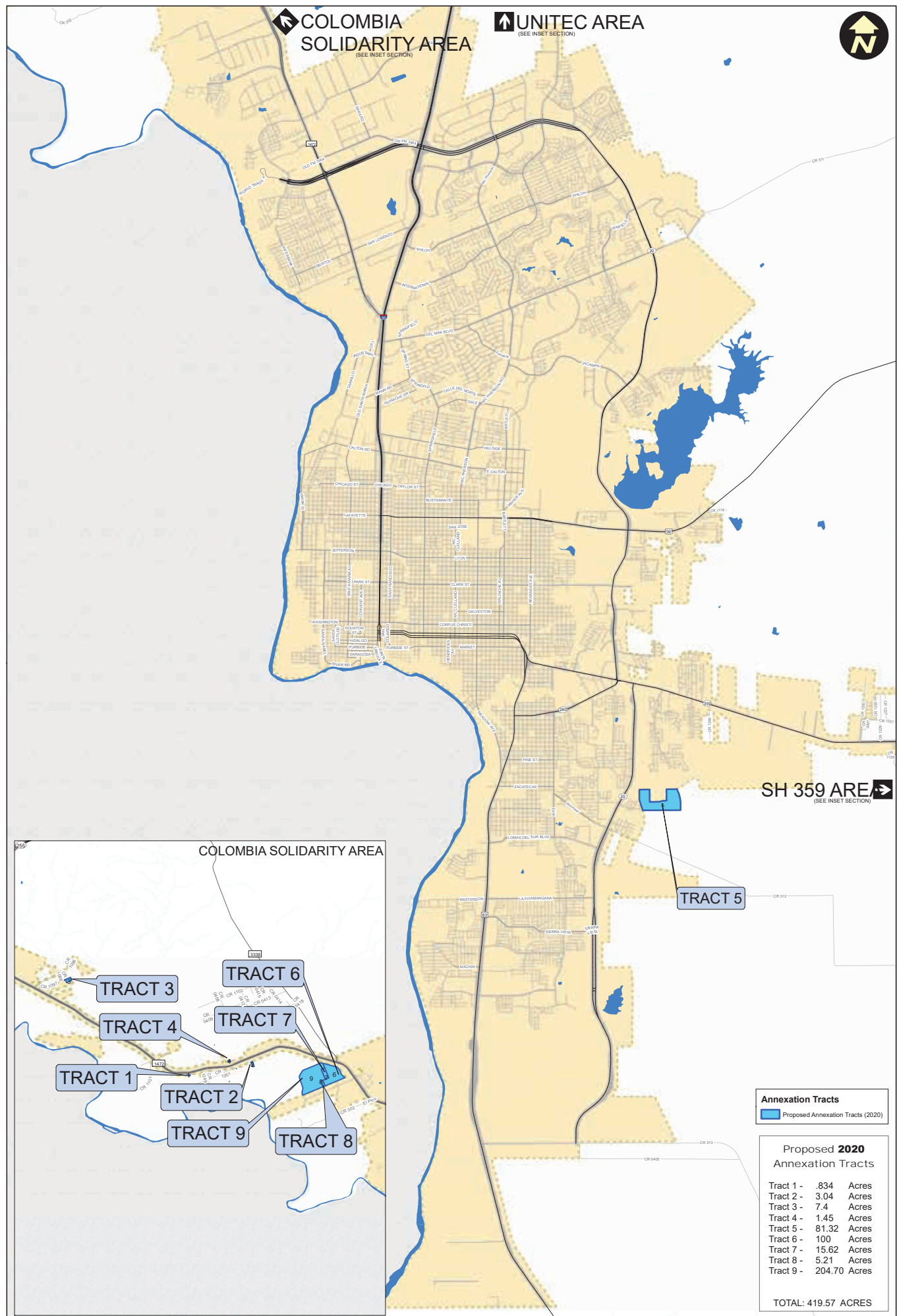
Tract 8 - Survey

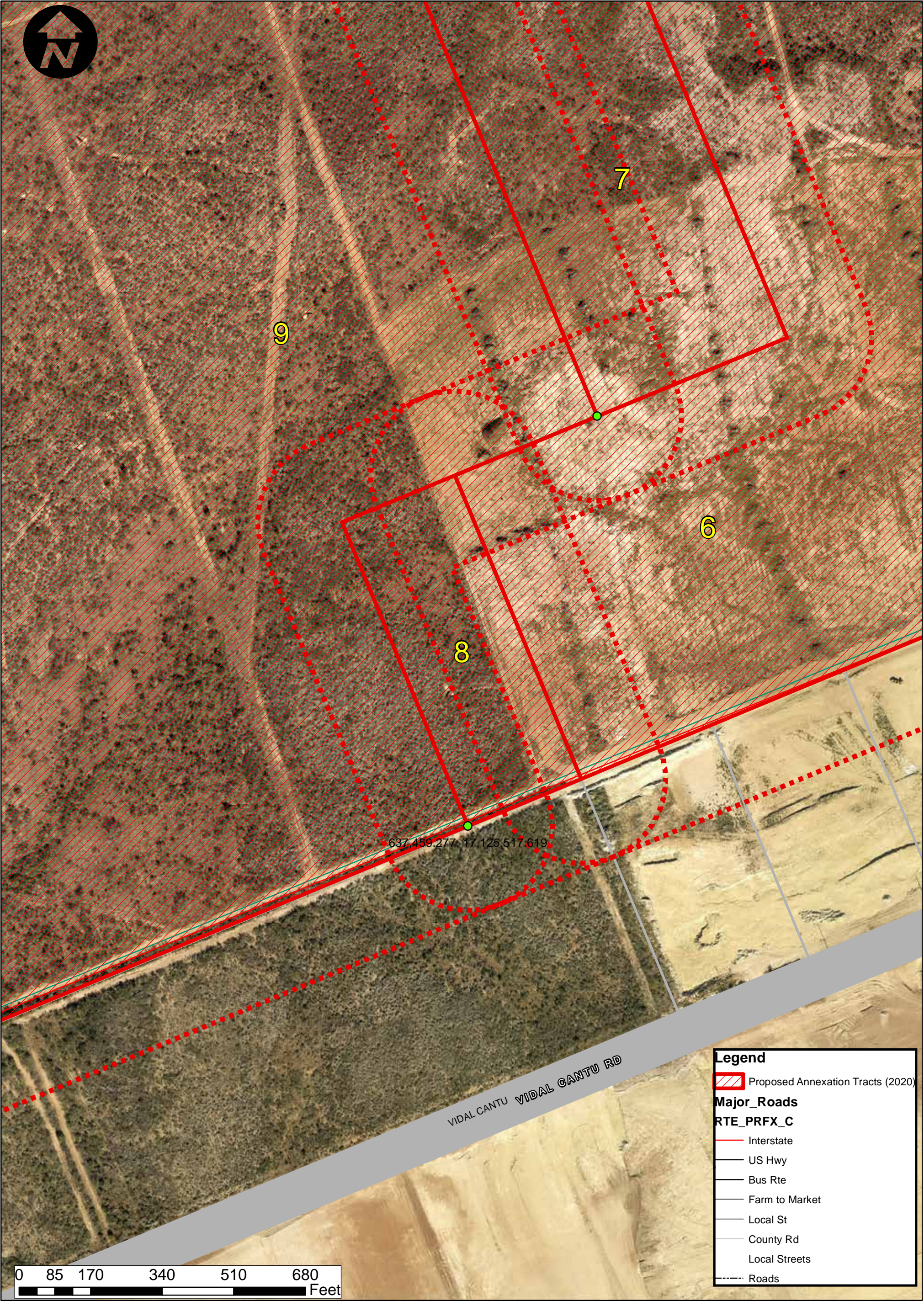
Tract 8 - Metes and Bounds

Tract 8 - Annexation Agreement and Service Plan

Tract 8 - Ordinance

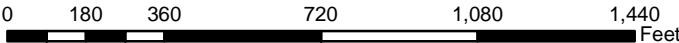
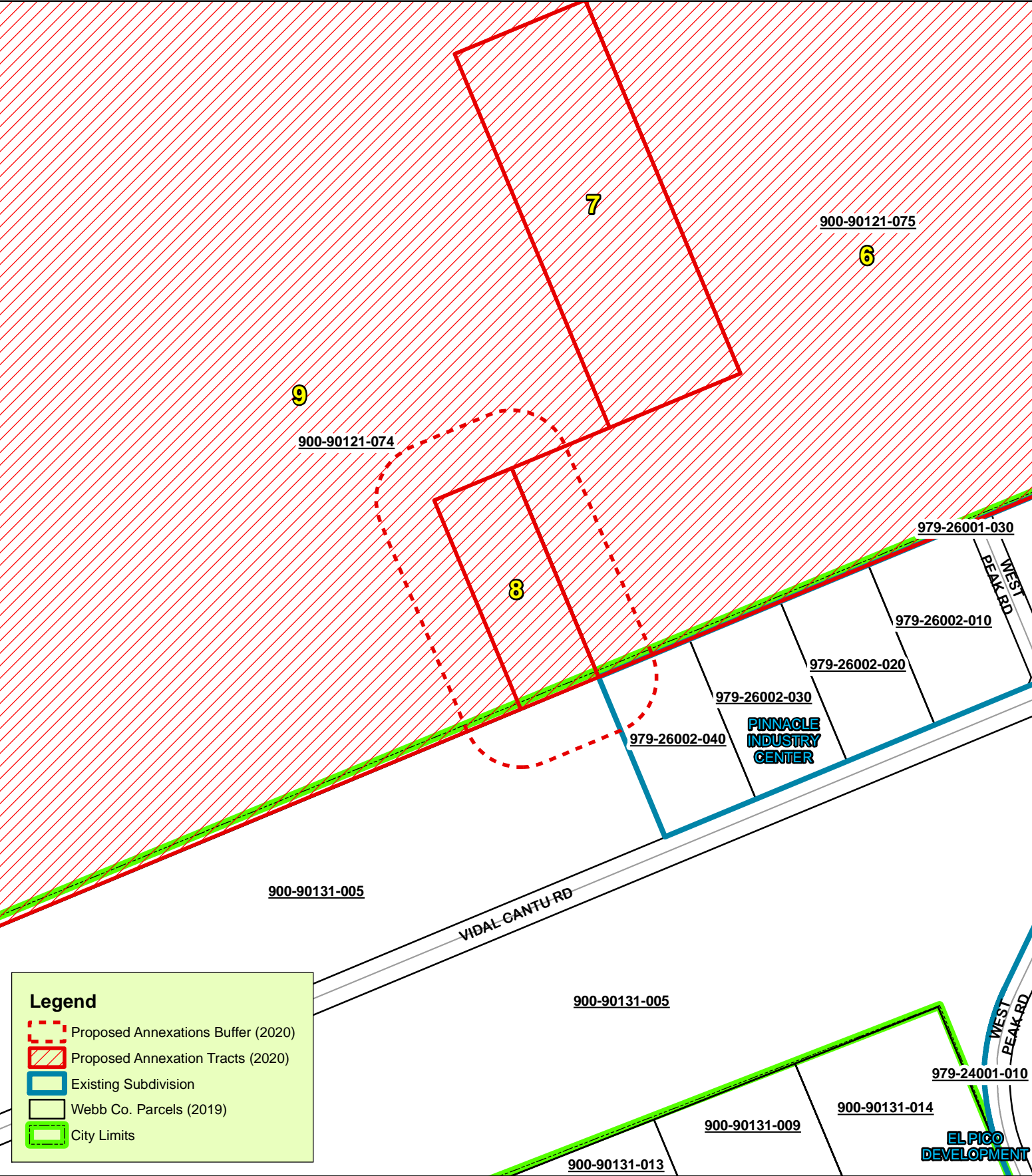
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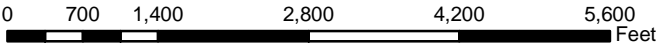
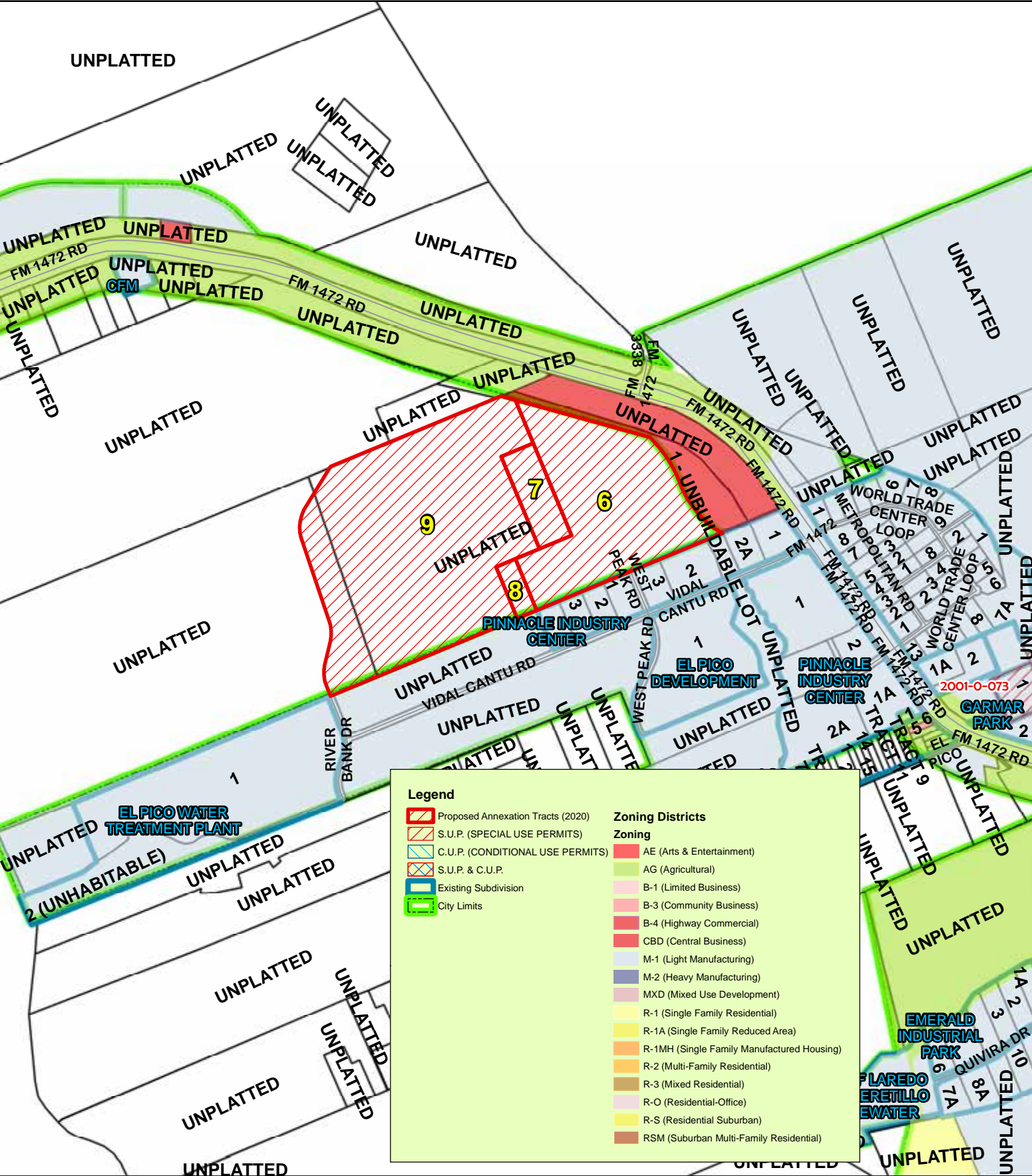
FM 1472 INVESTMENTS # 3 TRACT

GILPIN



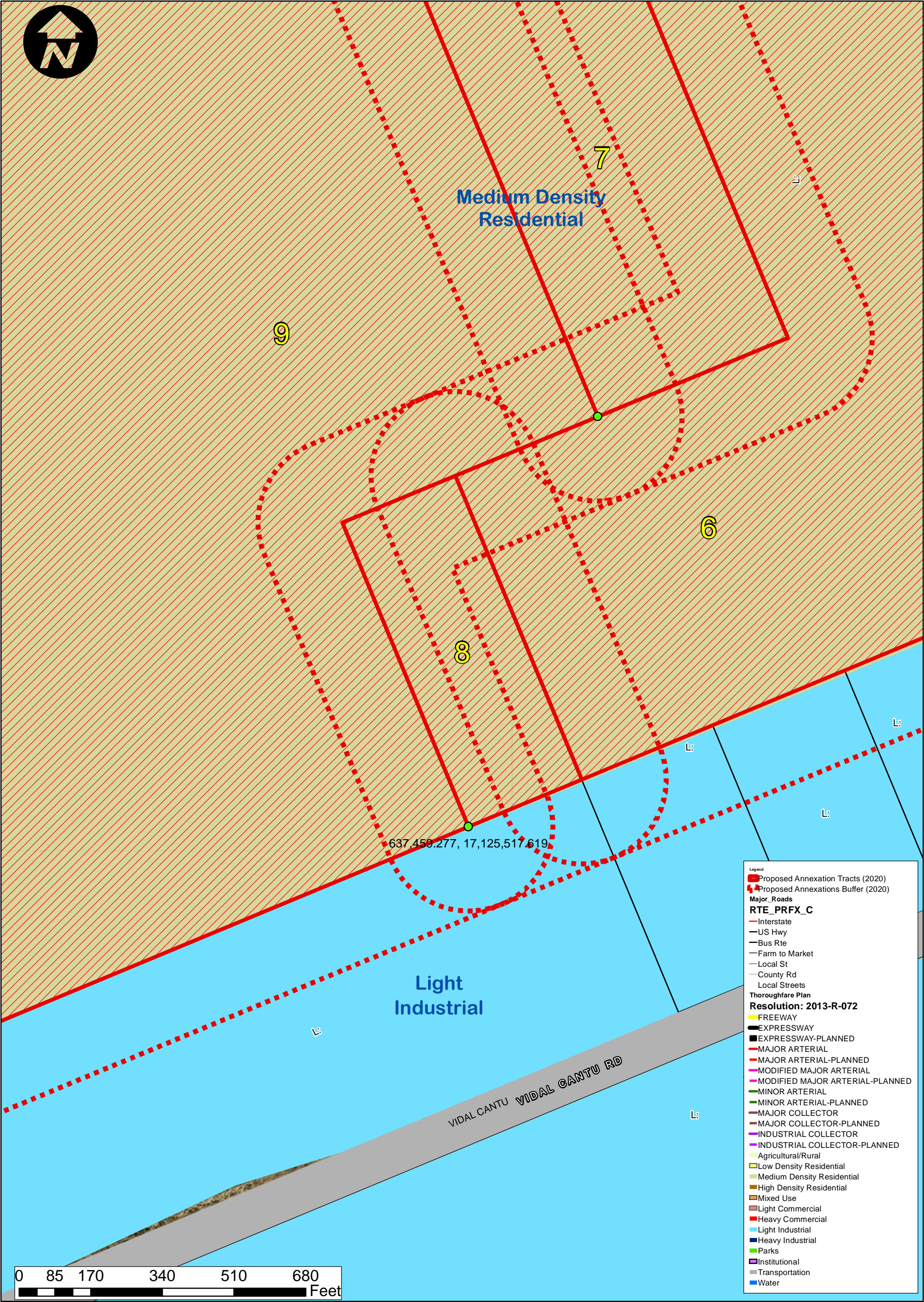
FM 1472 INVESTMENTS # 3 TRACT

GILPIN



FM 1472 INVESTMENTS # 3 TRACT

GILPIN



2019 ANNEXATION SURVEY OF 5.2077 ACRES, MORE OR LESS



REARER ACRES, TRACT 1
TRACT 1 INVESTMENTS, INC.
VOL. 4725, P. 284-287
O.P.R.N.C.T.
JANUARY 27, 2020

225.0000 ACRES
PINNACLE INVESTMENTS L.L.C.
VOL. 4501, P. 118-122
O.P.R.N.C.T.
MAY 20, 2019

PORCION 12,
ABSTRACT 278
S. SANDERS

N67°28'29"E 290.15'
S67°25'45"W 290.79'
S67°25'45"W 290.79'
S67°25'45"W 290.79'
5.2077
ACRES
TRACT 2
TRACT 2 INVESTMENTS, INC.
VOL. 4725, P. 288-289
O.P.R.N.C.T.
JANUARY 27, 2020

100.0000 ACRES
TRACT 2 INVESTMENTS, INC.
VOL. 4725, P. 288-289
O.P.R.N.C.T.
JANUARY 27, 2020

PORCION 12, ABSTRACT 278
PORCION 13, ABSTRACT 51

PORCION 13,
ABSTRACT 51
J.M. GARGA

TRACT NO. 78.0000 ACRES
TRACT INVESTMENTS, L.L.C.
VOL. 4452, P. 818-819
O.P.R.N.C.T.
OCTOBER 15, 2019

WEBB COUNTY, TEXAS
LAREDO CITY LIMIT

POINT OF BEGINNING
N. 1712509.24
E. 637727.79

PINNACLE INDUSTRY CENTER - TRACT 2 UNIT 2
VOL. 38, P. 16-17
O.P.R.N.C.T.
NOVEMBER 20, 2018

NOTE:
1.) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE EXAMINATION REPORT AND MAY NOT
SHOW ALL EASEMENTS, SETBACKS, OR OTHER MATTERS OF RECORD.

STATE OF TEXAS
COUNTY OF WEBB
I, ROBERT J. GILPIN, THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR, NUMBER 3844, DO
HEREBY CERTIFY THE SURVEY SHOWN HEREON TO BE TRUE AND CORRECT TO MY BEST KNOWLEDGE
AND BELIEF AND THAT IT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY
DIRECTION AND FROM OFFICE RECORDS AVAILABLE, WITHOUT THE BENEFIT OF A COMPLETE TITLE
EXAMINATION REPORT.



© ROBERT J. GILPIN 2020

<p>5.2077 ACRES WEBB COUNTY, TEXAS</p>	<p>DATE: 08-03-2019 BY: R.J.G. CHECKED: R.J.G. DATE: 01-24-2020</p>	<p> GILPIN ENGINEERING COMPANY </p>	<p> T&E, P, and Reproduction of 0000000 T&E, P, and Reproduction of 0000000 T&E, P, and Reproduction of 0000000 T&E, P, and Reproduction of 0000000 T&E, P, and Reproduction of 0000000 T&E, P, and Reproduction of 0000000 </p>
<p>SHEET NO.</p>			
<p>01 of 01</p>			

STATE OF TEXAS *
COUNTY OF WEBB*
5.2077 ACRES

FIELD NOTES DESCRIBING A 5.2077 ACRE PARCEL OF LAND, TRACT 2, RECORDED IN VOLUME 4725, PAGES 356-367, OFFICIAL PUBLIC RECORDS OF WEBB COUNTY, TEXAS. SITUATED IN PORCION 12, ABSTRACT 278, ORIGINAL GRANTEE S. SANCHES AND PORCION 13, ABSTRACT 51, ORIGINAL GRANTEE J.M. GARCIA, WEBB COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning at a found ½ inch iron rod, being the most westerly corner of Pinnacle Industry Center – FM1472 Unit 2, recorded in Volume 36, Pages 76-77, Plat Records of Webb County, Texas, the most southerly corner of 100.0000 acres, recorded in Volume 4725, Pages 258-267, Official Public Records of Webb County, Texas and the easterly corner of said Tract 2, situated on the northerly line of Tract B1, recorded in Volume 4492, Pages 618-636, Official Public Records of Webb County, Texas for the **POINT OF BEGINNING** of this 5.2077 acre parcel of land and the **most easterly corner** hereof;

Thence, S67°25'45"W, with the common boundary between said Tract B1 and said Tract 2, same being the southeasterly line of herein described parcel, a distance of 290.79 feet, to a set ½ inch iron rod being the southerly corner of said Tract 2, for the **most southerly corner** hereof;

Thence, N22°31'31"W, with the southwesterly line of Tract 2 and herein described parcel, a distance of 781.08 feet, to a set ½ inch iron rod being the westerly corner of said Tract 2, for the **most westerly corner** hereof;

Thence, N67°28'29"E, with the northwesterly line of Tract 2 and herein described parcel, a distance of 290.15 feet, to a set ½ inch iron rod being an exterior corner of said 100.0000 acres and the northerly corner of said Tract 2, for the **most northerly corner** hereof;

Thence, S22°34'19"E, with the common boundary between said 100.0000 acres and said Tract 2, same being the northeasterly line herein described parcel, a distance of 780.85 feet, to said **POINT OF BEGINNING**, containing within these metes and bounds, 5.2077 acres, more or less.

BASIS OF BEARINGS:

GPS NAD83/NAVD88 TEXAS STATE PLANE 4205 – GRID

STATE OF TEXAS

COUNTY OF WEBB

I, ROBERT J. GILPIN, THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR, NUMBER 5944, DO HEREBY CERTIFY THE FOREGOING METES AND BOUNDS DESCRIPTION TO BE TRUE AND CORRECT TO MY BEST KNOWLEDGE AND BELIEF, AND THAT IT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND FROM OFFICE RECORDS AVAILABLE, WITHOUT THE BENEFIT OF A COMPLETE TITLE EXAMINATION REPORT.

WITNESS MY HAND AND SEAL


1-24-20



2019 ANNEXATION
5.2077 ACRES

Parcel name: CLO-ANNEX-5.2077ACS

North: 17125629.2351	East : 637727.7834
Line Course: S 67-25-45 W Length: 290.79	
North: 17125517.6226	East : 637459.2662
Line Course: N 22-31-31 W Length: 781.08	
North: 17126239.1145	East : 637160.0415
Line Course: N 67-28-29 E Length: 290.15	
North: 17126350.2683	East : 637428.0562
Line Course: S 22-34-19 E Length: 780.85	
North: 17125629.2328	East : 637727.7801

Closure Course: N 53-53-14 E Length: 0.00

Error North: -0.00 East : -0.00

Perimeter: 2142.87 Area: 226,845 sq.ft. 5.2077 acres


08-08-19



**CITY OF LAREDO
ANNEXATION AGREEMENT AND SERVICE PLAN
TRACT 8
FM 1472 INVESTMENTS # 3 TRACT**

WHEREAS, the City of Laredo is a home rule municipality and a political subdivision of the State of Texas; and

WHEREAS, Chapter 43.003 of the Texas Local Government Code specifically sets out the legal requirements for the annexation of land adjoining the city limits of a home-rule municipality, such as the City of Laredo, Texas; and

WHEREAS, FM 1472 Investments, has filed a voluntary petition with the City of Laredo for the annexation of a 5.2077 acre tract of land, said tract of land being more particularly described by metes and bounds on the attached Exhibit "A"; and

WHEREAS, Section 1.04 of the Charter of the City of Laredo requires the execution of an annexation agreement between the City of Laredo and the landowner of the territory being annexed; and

WHEREAS, Section 43.056 of the Texas Local Government Code, requires the preparation of a service plan describing the provision of municipal services to the territory being annexed, prior to implementation of annexation proceedings and related public hearings.

NOW, THEREFORE, FOR AND IN CONSIDERATION, of the sum of Seven-Hundred Fifty and No/100 Dollars (\$750.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **CITY OF LAREDO**, a home-rule municipality, and FM 1472 Investments, Inc. being the parties to this **ANNEXATION AGREEMENT AND SERVICE PLAN**, do hereby mutually acknowledge, consent, and agree to the following terms, conditions and service plan for annexation by the City of Laredo of 5.2077 acres of land, more or less, belonging to FM 1472 Investments, Inc.

SERVICE PLAN

A petition for annexation from City of Laredo was received for property designated as "Tract 8 (FM 1472 Investments # 3 Tract)" described by metes and bounds in Exhibit "A" of this Annexation Agreement and Service Plan and made a part hereof for all purposes. This Service Plan was prepared in accordance with the requirements of Section 43.056 of the Texas Local Government Code and was available for review by the public at hearings duly held on March 2, 2020. Public notice of the hearings was provided on February 19, 2020 and February 21, 2020, not more than twenty or less than ten days before the hearings as provided in Section 43.0561 of the Texas Local Government Code.

Section 1. Services to be provided on the effective date of annexation

1. Police Protection: Police protection shall be provided to the tract immediately upon the effective date of annexation. Police protection shall include traffic control enforcement, crime prevention activities, police patrol, crime investigation, and emergency response.
2. Fire protection and Emergency Medical Services: First response fire and EMS services will be provided to the area from Fire Station No. 9, which is located approximately 5.39 miles from the proposed site. Fire services include protection, prevention, and emergency medical response.
3. Solid Waste Collection: The collection and disposal of solid waste will be extended to the area within thirty days from the effective date of annexation on the same basis as other residential and institutional customers. Institutional, commercial, and industrial generators of solid waste may use city services or contract with private haulers. Disposal of all solid waste will be at the municipal sanitary landfill. Fees charged customers within the tract will be the same as all similarly classified customers.

4a. Operation and Maintenance of Public Water Services

RESIDENTIAL ANNEXATION FEE FOR WATER:

Lots under 10,000 sqft	\$1,039.46/lot (135 gpcd X 3.7 person/lot X \$2.081/gal)
Lots over 10,000 sqft	\$1,560.60/lot

COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR WATER:

Less than 1.0 acres	\$1,040.40/lot
Lots 1 acre and Fraction:	\$1,560.60/acre

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Water service will be to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Water for fire protection services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

4b. Operation and Maintenance of Public Wastewater Services:

RESIDENTIAL ANNEXATION FEE FOR SANITARY SEWER:

Lots under 10,000 sqft	\$1,770.82/lot (100 gpcd X 3.7 person/lot X \$4.786/gal)
Lots over 10,000 sqft	\$2,080.80/lot

COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR SANITARY SEWER:

Less than 5.0 acres	\$1,292.22/acre (15 people/ac. X 18 gallons/person/day X \$4.786 gallon=\$1,292.22)
More than 5.01 acres	\$1,560.60/acre

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Wastewater service will be provided to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Wastewater services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

5. Maintenance of roads and streets: Public roads and streets will be maintained on the effective date of the annexation in the same manner as all roads and streets within the city limits. All thoroughfare rights-of-way shall be dedicated to comply with the Long Range Thoroughfare requirements of the City of Laredo's Comprehensive Plan. Road maintenance consists of repair of paving, maintenance of traffic lights, controls and signals, and will be provided immediately upon annexation. Street lighting is required of all new development and will be provided at petitioner's expense.

6. Operation and Maintenance of parks, playgrounds and swimming pools: No public parks, playgrounds, or swimming pools are presently located within the tract.

7. Operation and Maintenance of other public facilities: No public facilities, public buildings, or other service facilities are presently located within the tract. All facilities required by the development shall be provided at the expense of the petitioner, its successors and assigns, or jointly in cooperation with the city at such time as warranted by the development.

The Service Plan does not contemplate the creation of another political subdivision, nor will it require the funding of capital improvements by the petitioner to which petitioner has not agreed prior to the institution of proceedings, or which will be charged in any manner inconsistent with Chapter 395 of the Texas Local Government Code. The Service Plan does not propose services in the area in a manner that would have the effect of reducing by more than a negligible amount the level of fire and police protection and emergency medical services provided within the corporate boundaries of the municipality before annexation.

If the annexed area had a lower level of services, infrastructure, and infrastructure maintenance than the level of services, infrastructure, and infrastructure maintenance provided within the corporate boundaries of the municipality before annexation, a service

plan must provide the annexed area with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the municipality with topography, land use, and population density similar to those reasonably contemplated or projected in the area.

Section 2. Capital Improvements

The tract does not require the construction or acquisition of capital improvements by the City. Petitioner agrees to provide all roadways, drainage, and all public improvements at such time as the property is platted.

Section 3. Land Use

When the annexation results in the abutment of residential uses with M-1 (Light Manufacturing District) as defined in the Laredo Land Development Code, a 100 ft. buffer yard between the different land uses shall be required, and the buffer yard shall be maintained by the property owner. This *Section 3. Land Use* shall survive the expiration of this agreement.

The Service Plan is valid for a period of ten years, and all services within the area shall be provided in accordance with the Plan. Should an ordinance pertaining to reserve areas or impact fees be adopted by the City Council, the ordinance shall supersede any provisions established herein.

**THIS ANNEXATION AGREEMENT AND SERVICE PLAN WAS ENTERED INTO
AND EXECUTED ON THIS _____ DAY OF _____, 2020.**

**CITY OF LAREDO,
a Texas Municipal Corporation**

By: _____

**Robert A. Eads
City Manager**

FM 1472 INVESTMENTS, INC.

By: _____

**Kurt Kraus
Authorized Representative**

APPROVED AS TO FORM:

Kristina L. Hale
City Attorney

ACKNOWLEDGMENT

State of Texas *
County of Webb *

This instrument was acknowledged before me on this ____ day of _____ ,
2020 by Robert A. Eads, for and on behalf of the City of Laredo.

Notary Public, State of Texas

ACKNOWLEDGMENT

State of Texas *
County of Webb *

This instrument was acknowledged before me on this ____ day of _____ ,
2020 by Kurt Kraus on behalf of FM 1472 Investments, Inc.

Notary Public, State of Texas

ORDINANCE NO. 2020-O-

ALTERING AND EXTENDING THE BOUNDARY LIMITS OF THE CITY OF LAREDO, ANNEXING ADDITIONAL TERRITORY OF 5.2077 ACRES, MORE OR LESS, LOCATED NORTH OF VIDAL CANTU RD. AND WEST OF FM 1472/MINES RD., PROVIDING FOR THE EFFECTIVE DATE OF THE ORDINANCE, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT ADOPTING A SERVICE PLAN FOR THE ANNEXED TERRITORY, AND ESTABLISHING THE INITIAL ZONING OF M-1 (LIGHT MANUFACTURING DISTRICT).

WHEREAS, the land hereinafter described is contiguous to the corporate limits of the City of Laredo, Texas, and is located within its extraterritorial jurisdiction; and

WHEREAS, the owner of the land has applied for the voluntary annexation of the land, described by the metes and bounds and attached hereto and made a part hereof for all the purposes, as set out in Exhibit "A"; and

WHEREAS, the City of Laredo has an unused allocation from prior calendar years; and

WHEREAS, the City Council believes and so finds that the annexation of such land is in the public interest and will promote the general welfare; and

WHEREAS, a public hearing was held in compliance with Article 43.052, of the Municipal Annexation Act, giving all persons interested in such annexation an opportunity to be heard; and

WHEREAS, notice of such public hearing was duly given, as provided by law, and such hearing was held on the date and at the time, place and hour so announced; and

WHEREAS, at said Public Hearing, the proposed Service Plan for the annexation land herein described was considered by the City Council and was made available for public inspection.

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

Section 1: That the City of Laredo hereby adopts a Service Plan for the extension of municipal services into the land described in Exhibit "A". A copy of said Service Plan is marked Exhibit "B" attached hereto and made a part hereof for all purposes.

Section 2: That the following described land and land containing 5.2077 acres lying adjacent to and adjoining the City of Laredo is hereby added and annexed to the City of Laredo, and said land be and is included within the boundary limits of the City of Laredo, and

the present boundary limits of said City, at the various points contiguous to the area hereinafter described, are altered and amended so as to include said area within the corporate limits of the City of Laredo. That from and after the effective date of this Ordinance, the Boundary Limits of the City of Laredo shall include all such additional, adjacent, and hereby annexed land herein above described in Section 2. That from and after the final passage and adoption of this Ordinance, the Boundary Limits of the City of Laredo, Texas, shall be as herein above set out in Exhibit "A", and the property situated therein shall bear its pro rata part of the taxes levied by the City of Laredo, and the inhabitants thereof shall be entitled to all the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions and regulations of the City of Laredo.

Section 3: That the Zoning Map of the City of Laredo be and is hereby amended to show the initial zoning designation boundaries for the land, as set out in Exhibit "A", attached hereto and made a part hereof for all purposes as M-1 (Light Manufacturing District).

Section 4: Severability

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

Section 5: 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 which this ordinance and the subject matter approves and confirms such written notice and the contents and posting hereof.

Section 6: That this Ordinance shall be published in the manner provided in article II, Section 2.09 (D) of the Charter of the City of Laredo.

Section 7: This Ordinance shall become effective upon passage.

APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2020.

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA L. HALE
CITY ATTORNEY

City Council-Regular

Meeting Date: 04/06/2020

Initiated By: Pinnacle Mines Investments, L.L.C. - George Beckelhymer, Managing Partner

Staff Source: James Kirby Snideman, AICP, Director of Planning

SUBJECT

Public Hearing and Introductory Ordinance altering and extending the boundary limits of the City of Laredo by annexing additional territory of 204.7003 acres, more or less, located north of Vidal Cantu Rd. and west of FM 1472/Mines Rd. Providing for the effective date of the ordinance, authorizing the City Manager to execute a contract adopting a service plan for the annexed territory, and establishing the initial zoning of M-1 (Light Manufacturing District).

PREVIOUS COUNCIL ACTION

On January 21, 2020, the City Council directed staff to draft the Annexation Agreements and Service Plans for the voluntary annexation requests, referred to the Planning and Zoning Commission, and further authorized the City Manager to enter into Water Supply, Sanitary Sewer Service and Controlled Development Contracts with the owners of the eligible proposed annexation tracts.

BACKGROUND

Texas Local Government Code Section 43.063 requires a public hearing before City Council. The public hearing was held on March 2, 2020. The petition for annexation was presented before the Planning and Zoning Commission of February 6, 2020. The petition for annexation will subsequently go before City Council for final reading of the ordinance on April 20, 2020. Tract 9 is as follows:

Voluntary Annexation:

Tract 9 - 204.7003 acres, more or less, located north of Vidal Cantu Rd. and west of FM 1472/Mines Rd.

Petitioner: Pinnacle Mines Investments, L.L.C. - George Beckelhymer, Managing Partner

COMMITTEE RECOMMENDATION

Planning and Zoning Commission recommended approval of the initial zoning for the annexation.

Planning and Zoning Commission recommended approval of the annexation.

IMPACT ANALYSIS:

The financial implication is outlined in the Annexation Feasibility Analysis.

Proposed Use: Industrial (M-1)

Site: Vacant undeveloped land. This tract is a part of the Pinnacle Industry Center Master Plan.

Surrounding Land Uses: To the southwest is the El Pico Water Treatment Plant. To the north, south, and east is vacant undeveloped land.

Comprehensive Plan: The Future Land Use Map identifies this tract as Medium Density Residential.

Re: <https://www.cityoflaredo.com/Planning/assets/viva-laredo---city-of-laredo-comprehensive-plan.pdf#page=39>

Transportation Plan: The Long Range Thoroughfare Plan identifies FM 1472/Mines Rd as an Expressway. Vidal Cantu Rd. is not identified on the plan.

Re: https://www.cityoflaredo.com/Maps/GIS_MAPS/maps/Thoroughfare.pdf

Letters sent to surrounding property owners: 3 In Favor: 0 Opposed 0

STAFF RECOMMENDATION

Planning and Zoning staff recommends approval of the initial zoning of the annexation.

Planning and Zoning staff recommends approval of the annexation.

M-1 (Light Manufacturing District):

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 residential uses.

Is the initial zoning contrary to the established land use pattern?

No. The land to the south is zoned M-1 (Light Manufacturing District). The land to the north, east, and west is unzoned.

Would the initial zoning create an isolated zoning district unrelated to surrounding districts?

No. The land to the south is zoned M-1 (Light Manufacturing District). The land to the north, east, and west is unzoned.

Will the initial zoning adversely influence living conditions in the neighborhood?

No. There are no residential neighborhoods in the vicinity.

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

N/A

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Calculations

Overview of Annexation Tracts

Tract 9 - Map

Tract 9 -200 ft. Buffer

Tract 9 - Surrounding Zoning

Tract 9 - Future Land Use Map

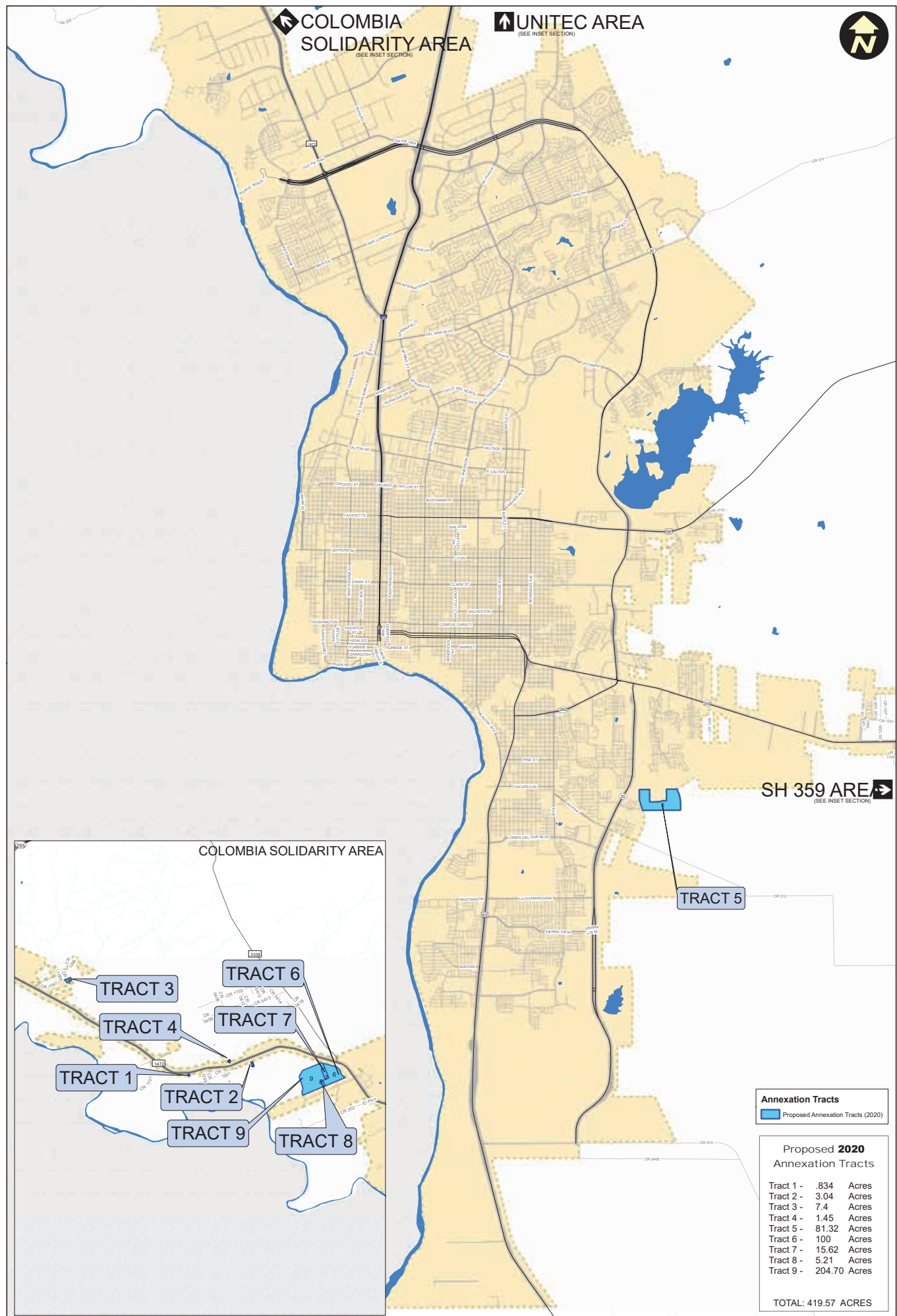
Tract 9 - Survey

Tract 9 - Metes and Bounds

Tract 9 - Annexation Agreement and Service Plan

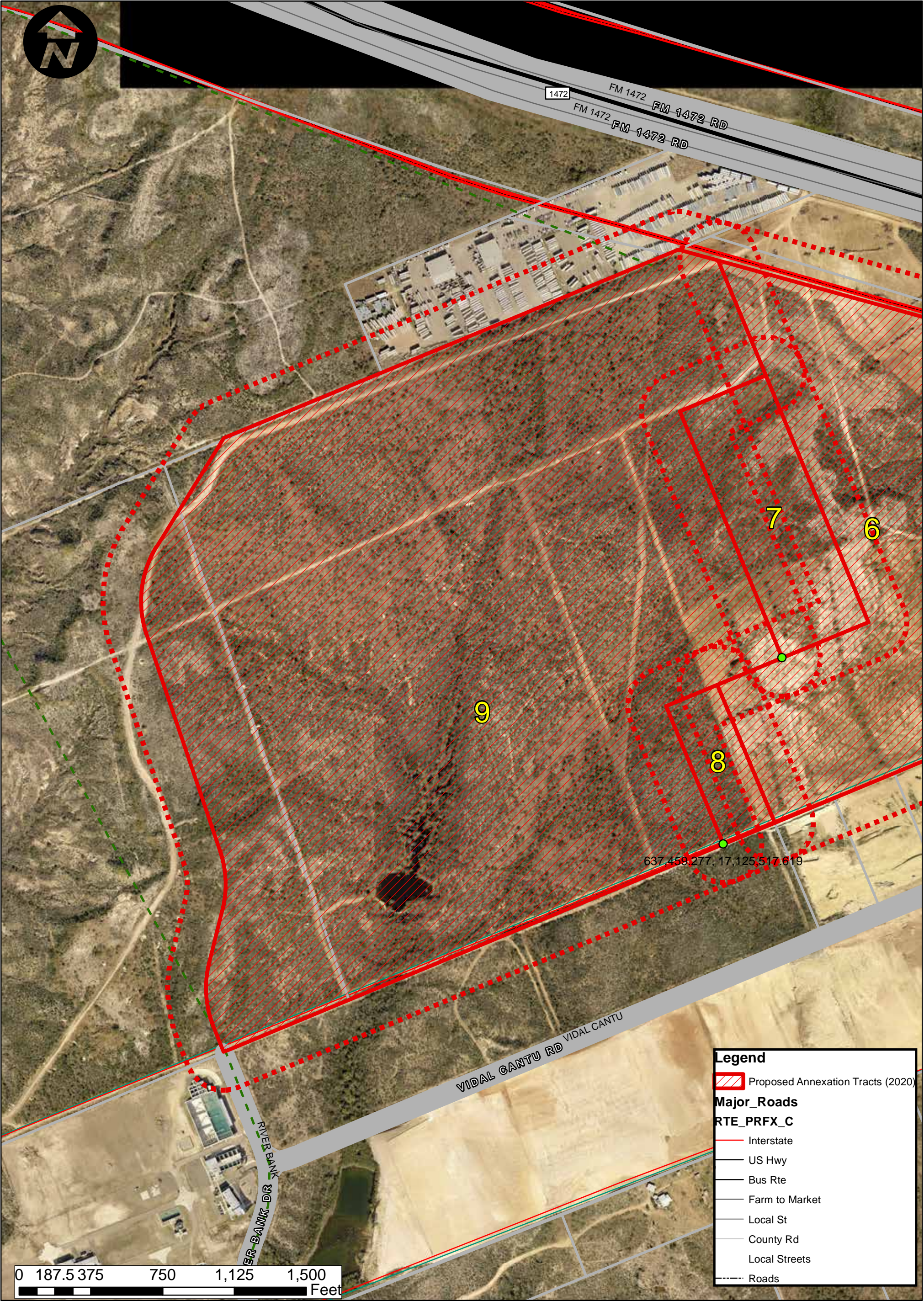
Tract 9 - Ordinance

TRACT 9: Pinnacle Mines Investments			Acres:	204.70								
APPLICANT: George Beckelhymer												
LOCATION: North of Vidal Cantu Rd. and west of FM 1472/Mines Rd												
PROPOSED DEVELOPMENT: Industrial. Proposed take down: 2 years												
	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	Build-out	
Estimated population per development year	0	0	0	0	0	0	0	0	0	0	0	
Total acreage	204.7	204.7	204.7	204.7	204.7	204.7	204.7	204.7	204.7	204.7	204.7	
Residential dwelling units	0	0	0	0	0	0	0	0	0	0.00	0	
Institutional	0	0	0	0	0	0	0	0	0	0	0	
Industrial/ commercial acreage	204.7	204.7	204.7	204.7	204.7	204.7	204.7	204.7	204.7	204.7	204.7	
Park/Open Space (acres)	0	0	0	0	0	0	0	0	0	0	0	
Taxable Value (cumulative)	225,540	51,175,075	52,710,327	54,291,637	55,920,386	57,597,998	59,325,938	61,105,716	62,938,887	64,827,054	520,118,558	
Taxable value is estimated using Webb CAD sample data												
GENERAL FUND												
Taxes: Property	1,430	324,450	334,183	344,209	354,535	365,171	376,126	387,410	399,033	411,004	3,297,552	
TOTAL	1,430	324,450	334,183	344,209	354,535	365,171	376,126	387,410	399,033	411,004	3,297,552	
MAJOR GENERAL FUND EXPENDITURES												
Police	301,489	310,534	319,850	329,445	339,329	349,509	359,994	370,794	381,917	393,375	3,456,236	
Fire & EMS	141,238	145,475	149,840	154,335	158,965	163,734	168,646	173,705	178,916	184,284	1,619,137	
Road Maintenance	19,957	20,556	21,173	21,808	22,462	23,136	23,830	24,545	25,281	26,040	228,787	
TOTAL	462,685	476,565	490,862	505,588	520,756	536,378	552,470	569,044	586,115	603,698	5,304,160	
Expenditures are based on the budget not on desired level of service												
REVENUES LESS EXPENDITURES	-\$461,255	-\$152,115	-\$156,679	-\$161,379	-\$166,220	-\$171,207	-\$176,343	-\$181,633	-\$187,082	-\$192,695	-\$2,006,608	
Additional revenues (at proposed rates):		\$319,332	Annexation Fee for water treatment capacity									
		\$319,332	Annexation Fee for wastewater treatment capacity									
TOTAL TEN YEAR REVENUE/(LOSS)												-\$2,006,608
RECOMMENDATION: Approval												



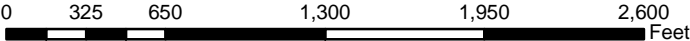
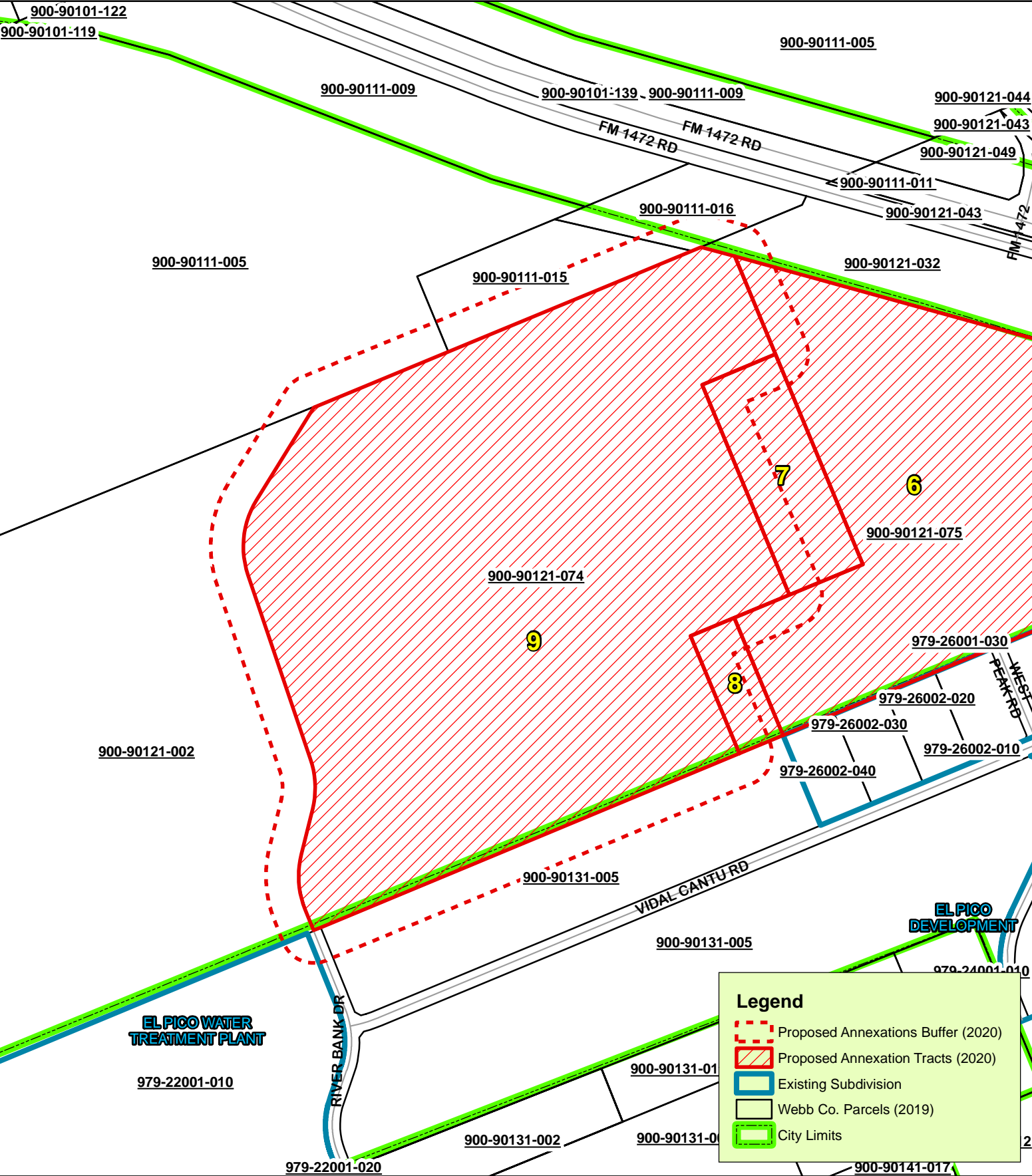
PINNACLE MINES INVESTMENTS TRACT

GILPIN



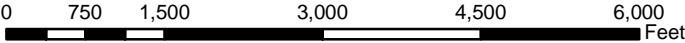
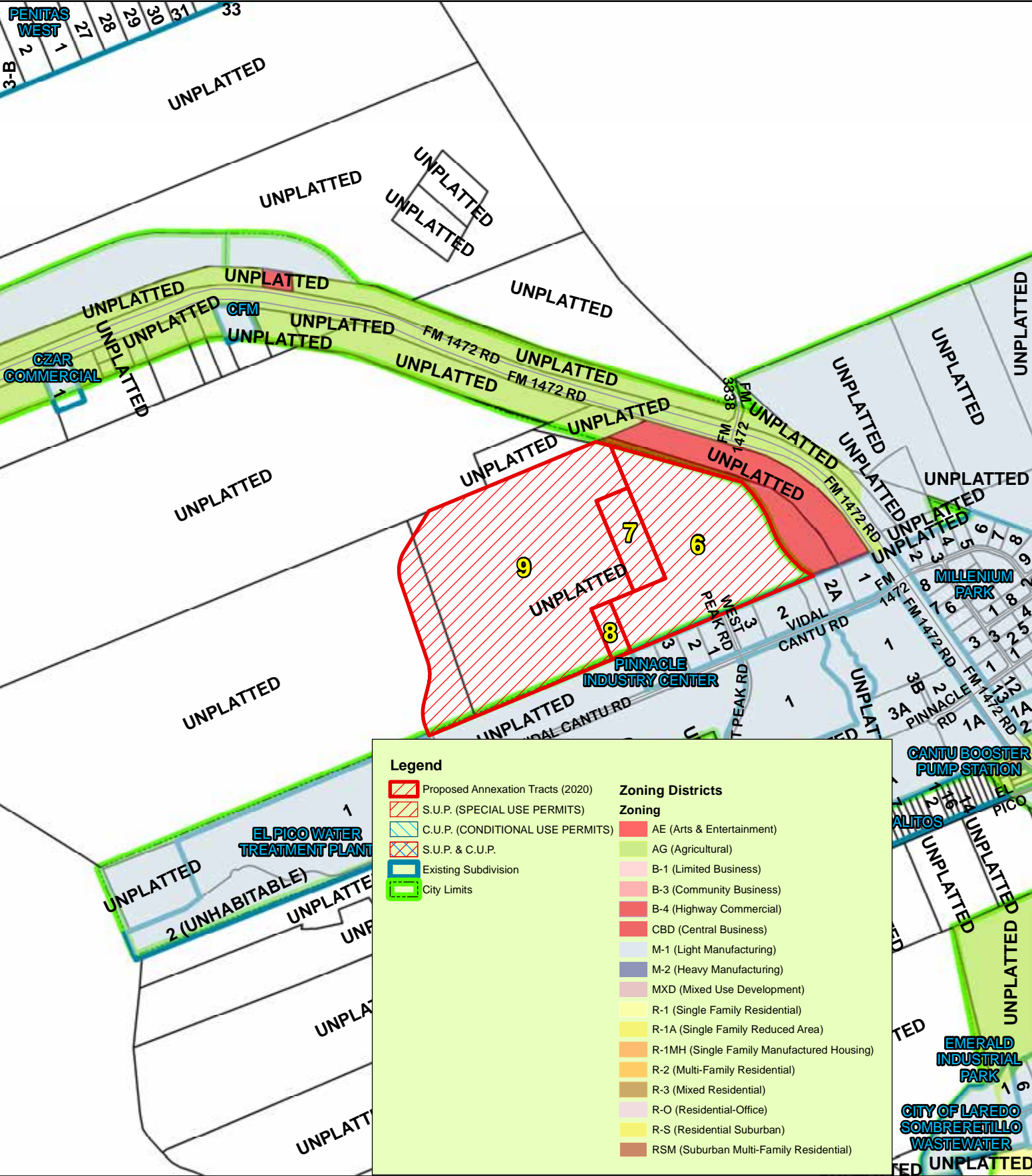
PINNACLE MINES INVESTMENTS TRACT

GILPIN



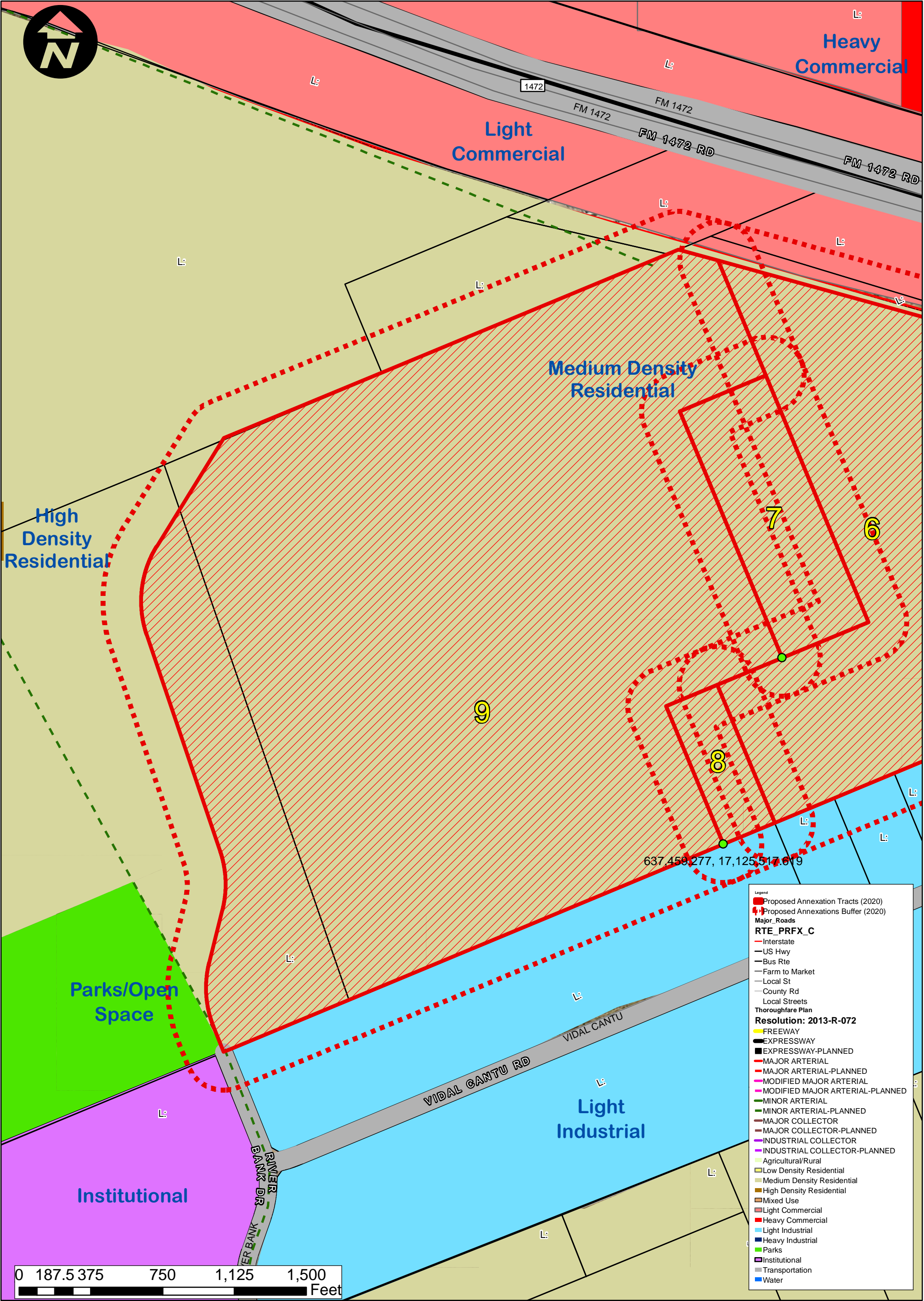
PINNACLE MINES INVESTMENTS TRACT

GILPIN



PINNACLE MINES INVESTMENTS TRACT

GILPIN



2019 ANNEXATION EXHIBIT OF 204.7003 ACRES, MORE OR LESS

CURVE TABLE						
CURVE	RADIUS	LENGTH	DELTA	TANGENT	CHORD BEARING	CHORD LENGTH
C1	343.00	341.47	90°50'10"	178.76	N07°58'34"W	358.96
C2	343.00	311.06	32°12'10"	109.91	N02°11'30"W	308.82
C3	343.00	419.08	30°22'12"	139.85	N06°29'02"E	403.98

—	SET 1/2 INCH HIGH ROW
—	7 INCH 1/2 INCH HIGH ROW
—	PROPERTY BOUNDARY LINE
—	EASEMENT LINE
—	FORWARD LINE
—	CITY LIMIT LINE

LEGEND



PLATON, ARKOT MANAGER
PLATON, ARKOT MANAGER
PLATON, ARKOT MANAGER
VOL. 33, P. 1-4
P.L.W.C.
APRIL 17, 2015

N07°42'00"E 1,381.07'

N07°00'00"E 204.16'

S67°23'20"W

45.00'

N07°40'00"E 669.34'

N07°30'23"E 891.54'

REUNIONED LINDS, INC.
TRAD. LINDS
VOL. 33, P. 51-54
P.L.W.C.
MAY 20, 2015

220.5386 ACRES
PARALLEL ARKOT INVESTMENTS, L.L.C.
VOL. 40, P. 118-122
P.L.W.C.
MAY 20, 2015

204.7003 ACRES

PORTION 13
ABSTRACT 278
S. SANGRE

PORTION 13
ABSTRACT 278
S. SANGRE

S07°25'45"W 2,781.89'

MATCH LINE

EL. FOG WATER
TREATMENT PLANT PLAT
100.00 ACRES
VOL. 33, P. 1-4
P.L.W.C.
APRIL 17, 2015

TRACT 81, 78.9824 ACRES
EMKIZ INVESTMENTS, L.L.C.
VOL. 40, P. 118-122
P.L.W.C.
OCTOBER 15, 2015

PREPARED BY: GILPIN
CHECKED BY: JCS
DATE: 04-01-2019
SHEET NO.
01 of 03

204.7003 ACRES
LAREDO, TEXAS
ANNEXATION SURVEY

DATE: 04-01-2019
REVISION:



1801 S. New Braunfels & LAREDO
1801 S. NEW BRAUNFELS & LAREDO
FORT WORTH, TEXAS 76104
TEL: 817-335-1111
FAX: 817-335-1111

STATE OF TEXAS*
COUNTY OF WEBB*
204.7003 ACRES

FIELD NOTES DESCRIBING A 204.7003 ACRE PARCEL OF LAND, OUT OF 225.5366 ACRES, RECORDED IN VOLUME 4601, PAGES 118-122, OFFICIAL PUBLIC RECORDS OF WEBB COUNTY, TEXAS, SITUATED IN PORCION 12, ABSTRACT 278, S. SANCHES, ORIGINAL GRANTEE AND PORCION 13, ABSTRACT 51, J.M. GARCIA, ORIGINAL GRANTEE, WEBB COUNTY, TEXAS. BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Commencing at a found nail, being the most northerly corner of Lot 1, Block 1 of Pinnacle Industry Center – FM1472 Phase I, recorded in Volume 34, Pages 87-90, Plat Records of Webb County, Texas and the most easterly corner of 55.9260 acres, Tract 2, recorded in Volume 4468, Pages 283-295, Official Public Records of Webb County Texas, situated on the westerly right-of-way line of FM 1472;

Thence, S67°25'45"W, along a fence occupied as the common boundary between said Lot 1 and said 55.9260 acres, a distance of 462.95 feet, to a point being the most westerly corner of said Lot 1 and the most northerly corner of Lot 2A, Block 1 of Pinnacle Industry Center – FM1472 Phase I Replat, recorded in Volume 36, Pages 32-34, Plat Records of Webb County, Texas, continuing with the same bearing and the common boundary between said Lot 2A and said 55.9260 acres, a distance of 403.15 feet, to a set ½ inch iron rod being the most westerly corner of said Lot 2A, the most southerly corner of said 55.9260 acres, the most northerly corner of Pinnacle Industry Center – FM1472 Unit 2, recorded in Volume 36, Pages 76-77, Plat Records of Webb County, Texas, and the most easterly corner of said 100.0000 acres, recorded in Volume 4468, Pages 563-571, Official Public Records of Webb County, Texas, continuing with the same bearing and the common boundary between said Pinnacle Industry Center – FM1472, Unit 2 and said 100.0000 acres, a distance of 2,810.88 feet, to a set ½ inch iron rod being the most southerly corner of said 100.000 acres, the most westerly corner of said Pinnacle Industry Center – FM1472 Unit 2, and an exterior corner of said 225.5366 acres, situated on the northerly line of Tract B1, 78.0834 acres, recorded in Volume 4492, Pages 618-636, Official Public Records of Webb County, Texas, continuing with the same bearing, a distance of 290.79 feet, for a total distance of 3,967.77 feet, to a set ½ inch iron rod, for the **POINT OF BEGINNING** of this 204.7003 acre parcel, and an exterior corner hereof;

Thence, S67°25'45"W, along a fence occupied as the common boundary between said Tract B1 and said 225.5366 acres, same being the southeasterly line of herein described parcel, a distance of 2,781.88 feet, to a found fence corner post, being the westerly corner of said Tract B1 and the northeasterly corner of River Bank Drive right-of-way, El Pico Waste Water Treatment Plant Plat, recorded in Volume 33, Pages 1-4, Plat Records of Webb County, Texas, for a point of deflection hereof;

Thence, S67°23'29"W, along a fence occupied as the common boundary between said 225.5366 acres and said River Bank Drive right-of-way, same being the southeasterly line of herein described parcel, a distance of 45.00 feet, to a set ½ inch iron rod being an exterior corner of 26.2752 acres, remainder of 451.1001 acres, recorded in Volume 4468, Pages 283-295, Official Public Records of Webb County, Texas, for the **most southerly corner** hereof;

Thence, N21°56'46"W, with the common boundary between said 26.2752 acres and said 225.5366 acres, same being the westerly line of herein described parcel, a distance of 140.39 feet, to a set ½ inch iron rod, for a point of curvature hereof;

Thence, along a curve to the right, with a chord bearing of N03°58'38"W, 336.26 feet, subtended by an arc having a radius of 545.00 feet, with the common boundary between said 26.2752 acres and said 225.5366 acres, same being the westerly line of herein described parcel, a distance of 341.84 feet, to a set ½ inch iron rod, for a point of tangency hereof;

Thence, N13°59'29"E, with the common boundary between said 26.2752 acres and said 225.5366 acres, same being the westerly line of herein described parcel, a distance of 286.14 feet, to a set ½ inch iron rod, for a point of curvature hereof;

Thence, along a curve to the left, with a chord bearing of N02°21'38"W, 306.88 feet, subtended by an arc having a radius of 545.00 feet, with the common boundary between said 26.2752 acres and said 225.5366 acres, same being the westerly line of herein described parcel, to a set ½ inch iron rod, for a point of tangency hereof;

Thence, N18°42'46"W, with the common boundary between said 26.2752 acres and said 225.5366 acres, same being the westerly line of herein described parcel, a distance of 1,193.07 feet, to a set ½ inch iron rod, for a point of curvature hereof;

Thence, along a curve to the right, with a chord bearing N06°28'50"E, 463.98 feet, subtended by an arc having a radius of 545.00 feet, with the common boundary between said 26.2752 acres and said 225.5366 acres, same being the westerly line of herein described parcel, a distance of 479.28 feet, to a set ½ inch iron rod, for a point of tangency hereof;

Thence, N31°40'25"E, with the common boundary between said 26.2752 acres and said 225.5366 acres, same being the westerly line of herein described parcel, a distance of 666.34 feet, to a set ½ inch iron rod, situated on the southerly line of Reuthinger Living Trust property, Tract Three, recorded in Volume 336, Pages 1-4, Deed Records of Webb County, for the **northwesterly corner** hereof;

Thence, S22°31'31"E, with the common boundary between said 100.0000 acres and said 225.5366 acres, same being the easterly line of herein described parcel, a distance of 781.08 feet, to said **POINT OF BEGINNING**, containing within these metes and bounds 204.7003 acres, more or less.

BASIS OF BEARINGS:

GPS NAD83/NAVD88 TEXAS STATE PLANE 4205 COORDINATES, GRID

STATE OF TEXAS

COUNTY OF WEBB

I, ROBERT J. GILPIN, THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR, NUMBER 5944, DO HEREBY CERTIFY THE FOREGOING METES AND BOUNDS DESCRIPTION TO BE TRUE AND CORRECT TO MY BEST KNOWLEDGE AND BELIEF, AND THAT IT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND FROM OFFICE RECORDS AVAILABLE, WITHOUT THE BENEFIT OF A COMPLETE TITLE EXAMINATION REPORT.

WITNESS MY HAND AND SEAL


12-5-19



2019 ANNEXATION
100.0000 ACRES

Parcel name: CLO-204.7003ACS

North: 17125517.6194 East : 637459.2775
 Line Course: N 22-31-31 W Length: 781.08
 North: 17126239.1113 East : 637160.0528
 Line Course: N 67-28-29 E Length: 655.84
 North: 17126490.3577 East : 637765.8592
 Line Course: N 22-31-31 W Length: 1395.82
 North: 17127779.6914 East : 637231.1331
 Line Course: N 67-28-29 E Length: 487.16
 North: 17127966.3180 East : 637681.1279
 Line Course: N 22-34-19 W Length: 650.55
 North: 17128567.0348 East : 637431.4187
 Line Course: N 74-35-53 W Length: 215.28
 North: 17128624.2108 East : 637223.8702
 Line Course: S 67-21-55 W Length: 458.66
 North: 17128447.6933 East : 636800.5375
 Line Course: S 67-28-29 W Length: 1220.36
 North: 17127980.1844 East : 635673.2780
 Line Course: S 67-36-23 W Length: 891.34
 North: 17127640.6130 East : 634849.1553
 Line Course: S 31-40-25 W Length: 666.34
 North: 17127073.5223 East : 634499.2737
 Curve Length: 479.27 Radius: 545.00
 Delta: 50-23-10 Tangent: 256.38
 Chord: 463.98 Course: S 06-28-50 W
 Course In: S 58-19-35 E Course Out: S 71-17-15 W
 RP North: 17126787.3538 East : 634963.0976
 End North: 17126612.5071 East : 634446.9061
 Line Course: S 18-42-46 E Length: 1193.07
 North: 17125482.5043 East : 634829.6719
 Curve Length: 311.09 Radius: 545.00
 Delta: 32-42-16 Tangent: 159.91
 Chord: 306.88 Course: S 02-21-38 E
 Course In: S 71-17-14 W Course Out: S 76-00-30 E
 RP North: 17125307.6551 East : 634313.4812
 End North: 17125175.8846 East : 634842.3116
 Line Course: S 13-59-29 W Length: 286.14
 North: 17124898.2338 East : 634773.1298
 Curve Length: 341.84 Radius: 545.00
 Delta: 35-56-14 Tangent: 176.75
 Chord: 336.26 Course: S 03-58-38 E
 Course In: S 76-00-31 E Course Out: S 68-03-15 W
 RP North: 17124766.4658 East : 635301.9608
 End North: 17124562.7830 East : 634796.4528
 Line Course: S 21-56-46 E Length: 140.39
 North: 17124432.5663 East : 634848.9214
 Line Course: N 67-23-29 E Length: 45.00
 North: 17124449.8658 East : 634890.4632
 Line Course: N 67-25-45 E Length: 2781.88
 North: 17125517.6218 East : 637459.2671

Closure Course: S 66-48-30 E Length: 0.01

Error North: -0.00 East : -0.00

Perimeter: 13001.12 Area: 204.7003 acres

[Signature]
12-3-19



**CITY OF LAREDO
ANNEXATION AGREEMENT AND SERVICE PLAN
TRACT 9
PINNACLE MINES INVESTMENTS TRACT**

WHEREAS, the City of Laredo is a home rule municipality and a political subdivision of the State of Texas; and

WHEREAS, Chapter 43.003 of the Texas Local Government Code specifically sets out the legal requirements for the annexation of land adjoining the city limits of a home-rule municipality, such as the City of Laredo, Texas; and

WHEREAS, Pinnacle Mines Investments L.L.C., has filed a voluntary petition with the City of Laredo for the annexation of a 204.7003 acre tract of land, said tract of land being more particularly described by metes and bounds on the attached Exhibit "A"; and

WHEREAS, Section 1.04 of the Charter of the City of Laredo requires the execution of an annexation agreement between the City of Laredo and the landowner of the territory being annexed; and

WHEREAS, Section 43.056 of the Texas Local Government Code, requires the preparation of a service plan describing the provision of municipal services to the territory being annexed, prior to implementation of annexation proceedings and related public hearings.

NOW, THEREFORE, FOR AND IN CONSIDERATION, of the sum of Seven-Hundred Fifty and No/100 Dollars (\$750.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **CITY OF LAREDO**, a home-rule municipality, and Pinnacle Mines Investments L.L.C. being the parties to this **ANNEXATION AGREEMENT AND SERVICE PLAN**, do hereby mutually acknowledge, consent, and agree to the following terms, conditions and service plan for annexation by the City of Laredo of 204.7003 acres of land, more or less, belonging to Pinnacle Mines Investments L.L.C.,

SERVICE PLAN

A petition for annexation from City of Laredo was received for property designated as "Tract 9 (Pinnacle Mines Investments Tract)" described by metes and bounds in Exhibit "A" of this Annexation Agreement and Service Plan and made a part hereof for all purposes. This Service Plan was prepared in accordance with the requirements of Section 43.056 of the Texas Local Government Code and was available for review by the public at hearings duly held on March 2, 2020. Public notice of the hearings was provided on February 19, 2020 and February 21, 2020, not more than twenty or less than ten days before the hearings as provided in Section 43.0561 of the Texas Local Government Code.

Section 1. Services to be provided on the effective date of annexation

1. Police Protection: Police protection shall be provided to the tract immediately upon the effective date of annexation. Police protection shall include traffic control enforcement, crime prevention activities, police patrol, crime investigation, and emergency response.
2. Fire protection and Emergency Medical Services: First response fire and EMS services will be provided to the area from Fire Station No. 9, which is located approximately 5.39 miles from the proposed site. Fire services include protection, prevention, and emergency medical response.
3. Solid Waste Collection: The collection and disposal of solid waste will be extended to the area within thirty days from the effective date of annexation on the same basis as other residential and institutional customers. Institutional, commercial, and industrial generators of solid waste may use city services or contract with private haulers. Disposal of all solid waste will be at the municipal sanitary landfill. Fees charged customers within the tract will be the same as all similarly classified customers.

4a. Operation and Maintenance of Public Water Services

RESIDENTIAL ANNEXATION FEE FOR WATER:

Lots under 10,000 sqft	\$1,039.46/lot (135 gpcd X 3.7 person/lot X \$2.081/gal)
Lots over 10,000 sqft	\$1,560.60/lot

COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR WATER:

Less than 1.0 acres	\$1,040.40/lot
Lots 1 acre and Fraction:	\$1,560.60/acre

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Water service will be to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Water for fire protection services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

4b. Operation and Maintenance of Public Wastewater Services:

RESIDENTIAL ANNEXATION FEE FOR SANITARY SEWER:

Lots under 10,000 sqft	\$1,770.82/lot (100 gpcd X 3.7 person/lot X \$4.786/gal)
Lots over 10,000 sqft	\$2,080.80/lot

COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR SANITARY SEWER:

Less than 5.0 acres	\$1,292.22/acre (15 people/ac. X 18 gallons/person/day X \$4.786 gallon=\$1,292.22)
More than 5.01 acres	\$1,560.60/acre

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Wastewater service will be provided to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Wastewater services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

5. Maintenance of roads and streets: Public roads and streets will be maintained on the effective date of the annexation in the same manner as all roads and streets within the city limits. All thoroughfare rights-of-way shall be dedicated to comply with the Long Range Thoroughfare requirements of the City of Laredo's Comprehensive Plan. Road maintenance consists of repair of paving, maintenance of traffic lights, controls and signals, and will be provided immediately upon annexation. Street lighting is required of all new development and will be provided at petitioner's expense.

6. Operation and Maintenance of parks, playgrounds and swimming pools: No public parks, playgrounds, or swimming pools are presently located within the tract.

7. Operation and Maintenance of other public facilities: No public facilities, public buildings, or other service facilities are presently located within the tract. All facilities required by the development shall be provided at the expense of the petitioner, its successors and assigns, or jointly in cooperation with the city at such time as warranted by the development.

The Service Plan does not contemplate the creation of another political subdivision, nor will it require the funding of capital improvements by the petitioner to which petitioner has not agreed prior to the institution of proceedings, or which will be charged in any manner inconsistent with Chapter 395 of the Texas Local Government Code. The Service Plan does not propose services in the area in a manner that would have the effect of reducing by more than a negligible amount the level of fire and police protection and emergency medical services provided within the corporate boundaries of the municipality before annexation.

If the annexed area had a lower level of services, infrastructure, and infrastructure maintenance than the level of services, infrastructure, and infrastructure maintenance provided within the corporate boundaries of the municipality before annexation, a service

plan must provide the annexed area with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the municipality with topography, land use, and population density similar to those reasonably contemplated or projected in the area.

Section 2. Capital Improvements

The tract does not require the construction or acquisition of capital improvements by the City. Petitioner agrees to provide all roadways, drainage, and all public improvements at such time as the property is platted.

Section 3. Land Use

When the annexation results in the abutment of residential uses with M-1 (Light Manufacturing District) as defined in the Laredo Land Development Code, a 100 ft. buffer yard between the different land uses shall be required, and the buffer yard shall be maintained by the property owner. This *Section 3. Land Use* shall survive the expiration of this agreement.

The Service Plan is valid for a period of ten years, and all services within the area shall be provided in accordance with the Plan. Should an ordinance pertaining to reserve areas or impact fees be adopted by the City Council, the ordinance shall supersede any provisions established herein.

**THIS ANNEXATION AGREEMENT AND SERVICE PLAN WAS ENTERED INTO
AND EXECUTED ON THIS _____ DAY OF _____, 2020.**

**CITY OF LAREDO,
a Texas Municipal Corporation**

By: _____

**Robert A. Eads
City Manager**

PINNACLE MINES INVESTMENTS L.L.C.

By: _____

**George Beckelhymer
Authorized Representative**

APPROVED AS TO FORM:

Kristina L. Hale
City Attorney

ACKNOWLEDGMENT

State of Texas *
County of Webb *

This instrument was acknowledged before me on this ____ day of _____ ,
2020 by Robert A. Eads, for and on behalf of the City of Laredo.

Notary Public, State of Texas

ACKNOWLEDGMENT

State of Texas *
County of Webb *

This instrument was acknowledged before me on this ____ day of _____ ,
2020 by George Beckelhymmer on behalf of Pinnacle Mines Investments L.L.C.

Notary Public, State of Texas

ORDINANCE NO. 2020-O-

ALTERING AND EXTENDING THE BOUNDARY LIMITS OF THE CITY OF LAREDO, ANNEXING ADDITIONAL TERRITORY OF 204.7003 ACRES, MORE OR LESS, LOCATED NORTH OF VIDAL CANTU RD. AND WEST OF FM 1472/MINES RD., PROVIDING FOR THE EFFECTIVE DATE OF THE ORDINANCE, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT ADOPTING A SERVICE PLAN FOR THE ANNEXED TERRITORY, AND ESTABLISHING THE INITIAL ZONING OF M-1 (LIGHT MANUFACTURING DISTRICT).

WHEREAS, the land hereinafter described is contiguous to the corporate limits of the City of Laredo, Texas, and is located within its extraterritorial jurisdiction; and

WHEREAS, the owner of the land has applied for the voluntary annexation of the land, described by the metes and bounds and attached hereto and made a part hereof for all the purposes, as set out in Exhibit "A"; and

WHEREAS, the City of Laredo has an unused allocation from prior calendar years; and

WHEREAS, the City Council believes and so finds that the annexation of such land is in the public interest and will promote the general welfare; and

WHEREAS, a public hearing was held in compliance with Article 43.052, of the Municipal Annexation Act, giving all persons interested in such annexation an opportunity to be heard; and

WHEREAS, notice of such public hearing was duly given, as provided by law, and such hearing was held on the date and at the time, place and hour so announced; and

WHEREAS, at said Public Hearing, the proposed Service Plan for the annexation land herein described was considered by the City Council and was made available for public inspection.

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

Section 1: That the City of Laredo hereby adopts a Service Plan for the extension of municipal services into the land described in Exhibit "A". A copy of said Service Plan is marked Exhibit "B" attached hereto and made a part hereof for all purposes.

Section 2: That the following described land and land containing 204.7003 acres lying adjacent to and adjoining the City of Laredo is hereby added and annexed to the City of Laredo, and said land be and is included within the boundary limits of the City of Laredo, and the present boundary limits of said City, at the various points contiguous to the area hereinafter described, are altered and amended so as to include said area

within the corporate limits of the City of Laredo. That from and after the effective date of this Ordinance, the Boundary Limits of the City of Laredo shall include all such additional, adjacent, and hereby annexed land herein above described in Section 2. That from and after the final passage and adoption of this Ordinance, the Boundary Limits of the City of Laredo, Texas, shall be as herein above set out in Exhibit "A", and the property situated therein shall bear its pro rata part of the taxes levied by the City of Laredo, and the inhabitants thereof shall be entitled to all the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions and regulations of the City of Laredo.

Section 3: That the Zoning Map of the City of Laredo be and is hereby amended to show the initial zoning designation boundaries for the land, as set out in Exhibit "A", attached hereto and made a part hereof for all purposes as M-1 (Light Manufacturing District).

Section 4: Severability

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

Section 5: 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 which this ordinance and the subject matter approves and confirms such written notice and the contents and posting hereof.

Section 6: That this Ordinance shall be published in the manner provided in article II, Section 2.09 (D) of the Charter of the City of Laredo.

Section 7: This Ordinance shall become effective upon passage.

APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2020.

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA L. HALE
CITY ATTORNEY

City Council-Regular

Meeting Date: 04/06/2020

Initiated By: Robert A. Eads, Co-Interim City Manager

Staff Source: Jeffrey Miller, Airport Director

SUBJECT

Authorizing the City Manager to amend lease agreement between the City of Laredo, as LESSOR, and 4-G Investments LLC, as LESSEE, approved by Ordinance No. 2011-O-030 dated March 21, 2011, as amended by Ordinance No. 2011-O-132 dated September 19, 2011, as amended by Ordinance No. 2015-O-098 dated August 3, 2015 by amending the lease premises to add approximately 5,818.95 square feet for a total of 93,679.47 square feet. The new monthly rent shall be \$2,957.69 effective May 1, 2020, and will be adjusted annually according to changes of the Consumer Price Index (CPI). All other terms and conditions remain the same; providing for an effective date.

PREVIOUS COUNCIL ACTION

Ordinance No. 2011-O-030 dated March 21, 2011; Ordinance No. 2011-O-132 dated September 19, 2011; Ordinance No. 2015-O-098 dated August 3, 2015

BACKGROUND

The lease between the City of Laredo and 4-G Investments LLC is for a term of twenty (20) years from May 1, 2011 to April 30, 2031 with an option to extend this lease for two (2) consecutive ten (10) years ending on April 30, 2041 and April 30, 2051. 4-G Investments, LLC is in good standing and wishes to increase their lease premises by 5,818.95 square feet for a total of 93,679.47 square feet. The new monthly rent shall be \$2,957.69 effective May 1, 2020, and will be adjusted annually according to changes of the Consumer Price Index (CPI).

COMMITTEE RECOMMENDATION

The Airport Advisory Board special meeting was scheduled on February 18, 2020, there was no quorum.

STAFF RECOMMENDATION

Approval of this Ordinance.

Fiscal Impact

Fiscal Year:

2020

Budgeted Y/N?: Y
Source of Funds: RENTAL REVENUES
Account #: 242-0000-361-1060
Change Order: Exceeds 25% Y/N: N/A

FINANCIAL IMPACT:

Current Rent = \$2,783.13 monthly / \$33,397.56 yearly
New Rent = \$2,957.69 monthly / \$35,492.28 yearly

Attachments

Amendment
Ordinance
Exhibit
Exhibit A
Exhibit B
Exhibit C

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

STATE OF TEXAS)(

COUNTY OF WEBB)(

LEASE AMENDMENT

This lease amendment is made and entered into by and between the City of Laredo, a home rule city hereinafter referred to as “LESSOR” and 4-G Investments, LLC hereinafter referred to as “LESSEE”.

On or about March 21, 2011, Ordinance No. 2011-O-030 authorized Luis H. Hinojosa, President of Uni-Trade Forwarding L.C., as LESSEE, executed a certain lease agreement with the City of Laredo, Texas, a Texas Municipal Corporation (“LESSOR”), for approximately 1.5029 acres (65,466.32 square feet) of land located at 4600 Maher Avenue and known as lot No. 1-B-1, Block No. 1 at the Laredo International Airport. A true copy of the lease is attached as Exhibit “A”.

WHEREAS, on September 19, 2011, by Ordinance No. 2011-O-132 LESSOR authorized a lease amendment to add an additional 0.514 acres (22,394 square feet) increasing the leased premises to approximately 2.017 acres (87,860 square feet) to enable LESSEE’S development of the property located at 4600 Maher Avenue and known as Lot No. 1-B-1, Block No. 1 at the Laredo International Airport. A true copy of the lease is attached as Exhibit “B”.

WHEREAS, on August 3, 2015, by Ordinance No. 2015-O-098 LESSOR authorized a lease assignment from Uni-Trade Forwarding, LLC., as Assignor to 4-G Investments, LLC, as Assignee, for approximately 2.017 acres (87,860 square feet) located at 4600 Maher Avenue and known as Lot No. 1-B-1, Block No. 1 at the Laredo International Airport. A true copy of the lease is attached as Exhibit “C”.

WHEREAS, LESSOR and LESSEE agree to amend Ordinance No. 2011-O-132 dated September 19, 2011, amended by Ordinance No. 2011-O-132 dated September 19, 2011 and amended by Ordinance No. 2015-O-098 dated August 3, 2015, Section 1.03 titled, DESCRIPTION OF PREMISES DEMISED, by adding 0.134 acres (5,818.95 square feet) for a total of 2.151 acres (93,679.47 square feet). All other terms and conditions remain unchanged and in effect.

WITNESSETH

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

AMENDMENT LEASE AGREEMENT BETWEEN THE CITY OF LAREDO AND 4-G INVESTMENTS LLC.

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

NOW, THEREFORE, THE LESSOR and LESSEE for and in consideration of the covenants and agreements embodied below, do hereby covenant and agree as follows: to amend the lease premises by adding 0.134 acres (5,818.95 square feet) for a total of 2.151 acres (93,679.47 square feet). All other terms and conditions remain unchanged and in effect.

EXECUTED on this _____ day of _____, 2020.

LESSOR:
CITY OF LAREDO
A MUNICIPAL CORPORATION

BY: _____
ROBERT A. EADS
CITY MANAGER

ATTEST:

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

APPROVED AS TO FORM:

BY: _____
KRISTINA LAUREL HALE
CITY ATTORNEY

LESSEE:
4-G INVESTMENTS, LLC

BY: _____

AMENDMENT LEASE AGREEMENT BETWEEN THE CITY OF LAREDO AND 4-G INVESTMENTS LLC.

STATE OF TEXAS)(

COUNTY OF WEBB)(

 This instrument was acknowledged before me on the ____day of _____,
2020, by _____, _____ of 4-G INVESTMENTS, LLC.

NOTARY PUBLIC, STATE OF TEXAS

My commission expires on _____.

INTRODUCTORY ORDINANCE 2020-O-XXX

AUTHORIZING THE CITY MANAGER TO AMEND LEASE AGREEMENT BETWEEN THE CITY OF LAREDO, AS LESSOR, AND 4-G INVESTMENTS LLC, AS LESSEE, APPROVED BY ORDINANCE NO. 2011-O-030 DATED MARCH 21, 2011, AS AMENDED BY ORDINANCE NO. 2011-O-132 DATED SEPTEMBER 19, 2011, AS AMENDED BY ORDINANCE NO. 2015-O-098 DATED AUGUST 3, 2015 BY AMENDING THE LEASE PREMISES TO ADD APPROXIMATELY 5,818.95 SQUARE FEET FOR A TOTAL OF 93,679.47 SQUARE FEET. THE NEW MONTHLY RENT SHALL BE \$2,957.69 EFFECTIVE MAY 1, 2020, AND WILL BE ADJUSTED ANNUALLY ACCORDING TO CHANGES OF THE CONSUMER PRICE INDEX (CPI). ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Airport Director recommends the Mayor and City Council to authorize the Co-Interim City Managers to amend lease agreement between the City of Laredo, as LESSOR, and 4-G Investments LLC, as LESSEE, approved by Ordinance No. 2011-O-030 dated March 21, 2011, as amended by Ordinance No. 2011-O-132 dated September 19, 2011, as amended by Ordinance No. 2015-O-098 dated August 3, 2015 by amending the lease premises to add approximately 5,818.95 square feet for a total of 93,679.47 square feet. The new monthly rent shall be \$2,957.69 effective May 1, 2020, and will be adjusted annually according to changes of the Consumer Price Index (CPI). All other terms and conditions remain the same; providing for an effective date;

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

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

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

Section 1: The Mayor and City Council be hereby authorize the Co-Interim City Managers to amend lease agreement between the City of Laredo, as LESSOR, and 4-G Investments LLC, as LESSEE, approved by Ordinance No. 2011-O-030 dated March 21, 2011, as amended by Ordinance No. 2011-O-132 dated September 19, 2011, as amended by Ordinance No. 2015-O-098 dated August 3, 2015 by amending the lease premises to add approximately 5,818.95 square feet for a total of 93,679.47 square feet. The new monthly rent shall be \$2,957.69 effective May

1, 2020, and will be adjusted annually according to changes of the Consumer Price Index (CPI).
All other terms and conditions remain the same; providing for an effective date;

Section 2: This Ordinance shall become effective upon passage hereof.

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

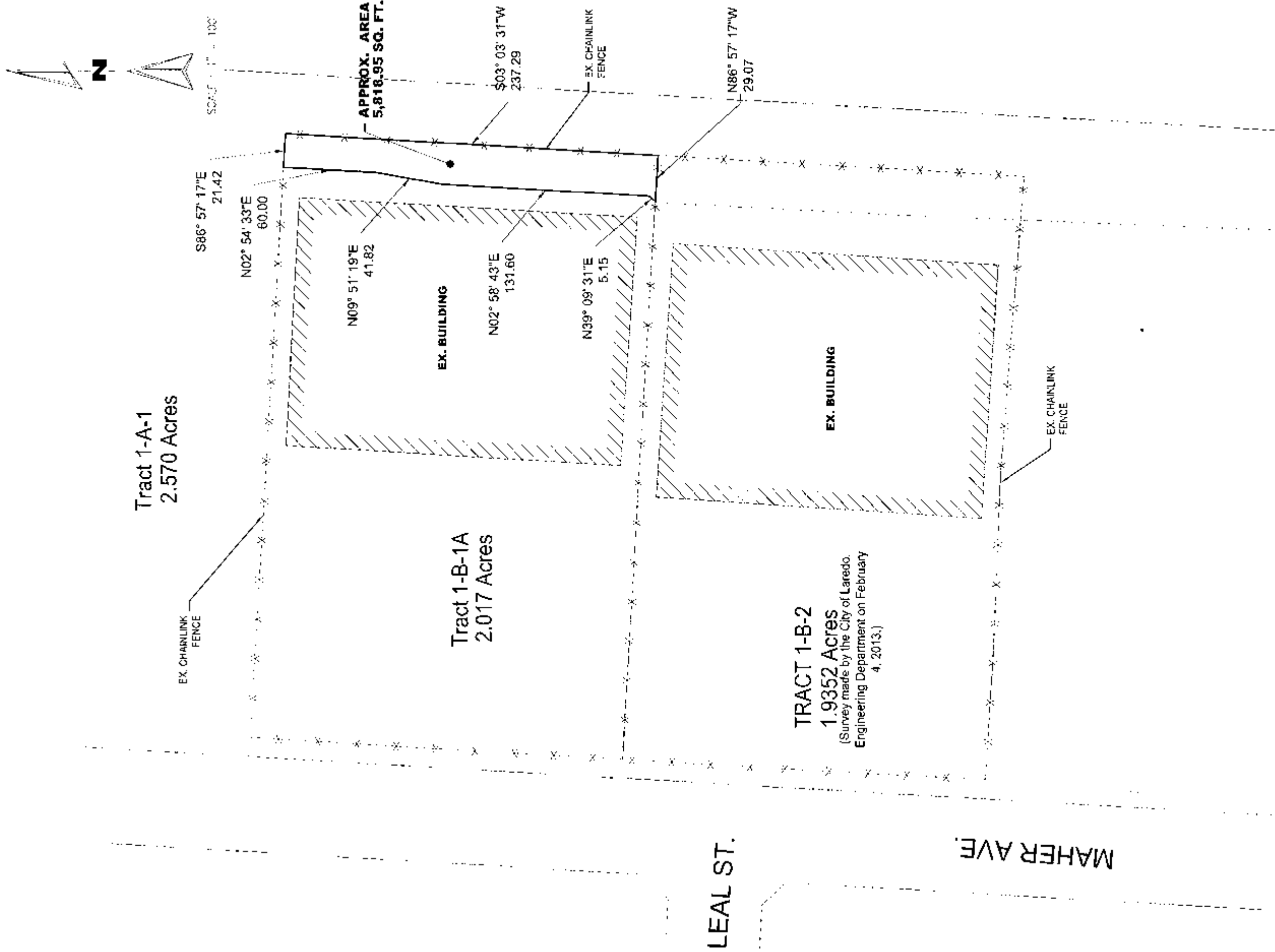
PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA L. HALE
CITY ATTORNEY



DATE	2/22/24	BY	ENG
REVISION	1	DATE	02/22/24
REVISION	2	DATE	03/05/24
REVISION	3	DATE	03/05/24

4D INVESTMENT LEASE

CITY OF LAREDO
ENGINEERING DEPARTMENT
1110 FLORENO ST., LAREDO, TX 78040

EXHIBIT

SHEET 1
OF 1

COUNCIL COMMUNICATION

DATE: 03/21/2011	SUBJECT: FINAL READING OF ORDINANCE NO. <u>2011-O-030</u> Authorizing the City Manager to execute a lease with Uni-Trade Forwarding, L.C., for approximately 1.5029 acres (65,466.32 square feet) of land located at 4600 Maher Avenue and known as Lot No. 1-B-1, Block No. 1 at the Laredo International Airport. Lease term is for twenty (20) years commencing on May 1, 2011, and ending on April 30, 2031, and may be extended for two (2) consecutive ten (10) year terms ending on April 30, 2051. Initial rental shall be \$1,800.00 per month and shall be adjusted annually according to changes in the Consumer Price Index and further adjusted by Fair Market Value appraisal on the 10 th , 20 th , and 30 th anniversaries. Lessor waives Lessee's rental obligation for the initial six months commencing May 1, 2011 and ending on October 31, 2011 of the term of this lease; providing for an effective date.	
INITIATED BY: Jesus M. Olivares Assistant City Manager		STAFF SOURCE: Jose L. Flores, Airport Manager
PREVIOUS COUNCIL ACTION: None.		
BACKGROUND: The City of Laredo solicited lease proposals from the public to be received on January 13, 2011. Uni-Trade Forwarding, L.C. was the sole proponent for this property. Uni-Trade Forwarding, L.C., met all requirements from proposal specifications, wishes to enter into the land lease, and proposes to construct a dry and cold storage warehouse/air cargo facility to include office space of not less than 25,000 square feet. Said improvements will be used and occupied solely for the purpose of providing air cargo logistics services, transportation and Customs Clearing services. In addition, the Lessee proposes to furnish beautification improvements. Uni-Trade Forwarding, L.C. is also a Foreign Trade Zone Operator since 2009 and is in good standing.		
FINANCIAL IMPACT: Aeronautical Land Rent Revenues 242-0000-361-2070 \$1,800.00 Per Month x 12 Months = \$21,600.00		
COMMITTEE RECOMMENDATION: On February 15, 2011, the Airport Advisory Committee considered this item and recommends approval.		STAFF RECOMMENDATION: Approval of this Ordinance.

ORDINANCE 2011-O-030

AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE WITH UNI-TRADE FORWARDING, L.C., FOR APPROXIMATELY 1.5029 ACRES (65,466.32 SQUARE FEET) OF LAND LOCATED AT 4600 MAHER AVENUE AND KNOWN AS LOT NO. 1-B-1, BLOCK NO. 1 AT THE LAREDO INTERNATIONAL AIRPORT. LEASE TERM IS FOR TWENTY (20) YEARS COMMENCING ON MAY 1, 2011, AND ENDING ON APRIL 30, 2031, AND MAY BE EXTENDED FOR TWO (2) CONSECUTIVE TEN (10) YEAR TERMS ENDING ON APRIL 30, 2051. INITIAL RENTAL SHALL BE \$1,800.00 PER MONTH AND SHALL BE ADJUSTED ANNUALLY ACCORDING TO CHANGES IN THE CONSUMER PRICE INDEX AND FURTHER ADJUSTED BY FAIR MARKET VALUE APPRAISAL ON THE 10TH, 20TH, AND 30TH ANNIVERSARIES. LESSOR WAIVES LESSEE'S RENTAL OBLIGATION FOR THE INITIAL SIX MONTHS COMMENCING MAY 1, 2011 AND ENDING ON OCTOBER 31, 2011 OF THE TERM OF THIS LEASE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Airport Manager recommends that the City Council approve the proposed lease between the City of Laredo, as LESSOR, and Uni-Trade Forwarding, L.C. as LESSEE, for approximately 1.5029 acres (65,466.32 square feet) of land located at 4600 Maher Avenue and known as Lot No. 1-B-1, Block No. 1, at the Laredo International Airport, as a contract and in furtherance of the development of the Laredo International Airport and as a support to the maintenance and operation of the Laredo International Airport;

WHEREAS, the Airport Manager and the Airport Advisory Committee finds that said lease is in the best interest of the Airport and recommends that the City Council approve the proposed lease; and


WHEREAS, the City Council of the City of Laredo having heard the recommendations of the Airport Manager and of the Airport Advisory Committee agrees with same.

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

Section 1: The City Manager be hereby authorized to execute a lease with Uni-Trade Forwarding, L.C., for approximately 1.5029 acres (65,466.32 square feet) of land located at 4600 Maher Avenue and known as Lot No. 1-B-1, Block No. 1, at the Laredo International Airport, a copy of which lease is attached hereto as Exhibit A, and incorporated herein as if set out at length for all intents and purposes.

Section 2: This Ordinance shall become effective upon passage hereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON
THIS THE 21st DAY OF March, 2011.



RAUL G. SALINAS
MAYOR

ATTEST:


GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY



BY: 
VALERIA M. ACEVEDO
ASSISTANT CITY ATTORNEY

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

STATE OF TEXAS §

COUNTY OF WEBB §

This lease agreement is made and entered into by and between the City of Laredo, Texas, a home rule city, hereinafter referred to as "LESSOR" and Uni-Trade Forwarding, L.C., hereinafter referred to as "LESSEE".

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

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

NOW, THEREFORE, THE LESSOR and LESSEE for and in consideration of the covenants and agreements embodied below do hereby covenant and agree as follows:

ARTICLE I

1.01 DEFINITIONS:

"Laredo International Airport" or "Airport": That certain area administered by LESSOR pursuant to Indenture from the United States of America to the City of Laredo, dated February 21, 1975, and consisting of all the area bounded by Saunders Avenue to the South, McPherson Avenue to the West, Lake Casa Blanca to the East and undeveloped land to the North, and being more particularly described in that certain Deed of Indenture filed in Volume 478 at page 471 of the Deed of Records of Webb County, Texas.

1.02 APPLICABILITY OF TERMS OF CONTRACT:

Terms of this lease agreement are binding upon the heirs, executors, administrators, trustees and assigns of LESSEE.

1.03 DESCRIPTION OF PREMISES DEMISED:

LESSOR, in consideration of the covenants and agreements embodied below does hereby lease and demise the following described premises to the LESSEE; a tract of land containing approximately 1.5029 acres (65,466.32 square feet) of land located at 4600 Maher Avenue and known as Lot No. 1-B-1, Block No. 1 of the Laredo Airport Plat, at

the Laredo International Airport which land is described by metes and bounds description which is attached to this lease agreement and incorporated into same for all intents and purposes. See Exhibit A. The property described above shall be referred to as the "premises".

The premises are leased "AS IS" and there is no expressed or implied warranty on the condition or suitability of the leased premises.

1.04 RIGHT TO IMPROVE:

Subject to the terms, covenants and conditions embodied below, the LESSEE shall have the right and privilege to construct and maintain improvements upon the leased premises.

**1.05 TERM OF LEASEHOLD, COMMENCEMENT OF TERM
SUSPENSION:**

A. The term of this lease shall be for twenty (20) years.

B. This lease shall commence on May 1, 2011 and end on April 30, 2031, provided, however, that the City Manager must, prior to the execution of this lease agreement on LESSOR'S behalf, obtain the express written authority from the Mayor and City Council of the City of Laredo, Texas.

**1.06 OPTION TO RENEW, MANNER OF EXERCISE RIGHT, NOTICE
REQUIREMENTS:**

At its sole discretion, the LESSEE shall have the right and option to extend this Lease for an additional term of ten (10) years ending on April 30, 2041, and, if such first extension was exercised, for a second additional term of ten (10) years ending on April 30, 2051. Each option to extend the term of this Lease must be exercised in writing delivered to and received by the LESSOR at least one hundred eighty (180) days before the end of the previous term.

1.07 RENTAL OBLIGATION AND MODE OF PAYMENT:

A. LESSEE agrees to pay to LESSOR, an annual rental sum of legal money of the United States of America, said annual rental to be paid for and during each and every twelve-month period of the original term of this lease and of any extension hereof. Each such annual rental amount shall be paid by LESSEE to LESSOR, in twelve (12) equal and consecutive monthly installments, each such monthly installment to be due and payable on the first (1st) day of each calendar month during such period.

B. Prepaid Rent: LESSEE agrees to prepay the equivalent of six (6) months rent upon execution of this lease which prepaid amount shall be applied to the rental then due on the seventh (7th), eighth (8th), ninth (9th), tenth (10th), eleventh (11th) and twelfth (12th) month of this lease. In the event that LESSEE cancels this lease during the initial option period as described in Section 7.01 of this lease, then LESSEE shall forfeit the prepaid rent in the amount of \$10,800.00. Prepaid rent is defined herein to mean Lessor's bid deposit in the amount of \$10,800.00.

C. LESSOR waives LESSEE'S rental obligation for the initial six (6) months of the term of this lease agreement and the first monthly installment of the annual rent for the first year of this lease shall be due and payable on the first (1st) day of the seventh (7th) month in the amount of \$1,800.00. LESSOR agrees to apply the prepaid rent amount to satisfy LESSEE'S rent obligation for the seventh (7th), eighth (8th), ninth (9th), tenth (10th), eleventh (11th) and twelfth (12th) months.

Accordingly, during the first year of this lease there will be paid six (6) monthly installments of \$1,800.00 for an actual total of \$10,800.00. However, it is understood that the annual rental adjustment as provided for in (E) below, shall be based on the annual rental amount of \$21,600.00 and not the six (6) month actual rental to be paid in the amount of \$10,800.00.

D. Notwithstanding anything to the contrary, the annual rental obligation effective on the tenth (10th), the twentieth (20th) and thirtieth (30th) anniversary shall be adjusted based on twelve (12) percent of the then appraised fair market value of the leased premises excluding improvements thereon and such revised rental shall be adjusted annually thereafter as provided in paragraph (E) of this section. The adjusted annual rental at each of these anniversaries shall not exceed more than twenty-five percent (25%) from the previous years' annual rental.

Should the LESSOR and the LESSEE be unable to agree on such value by the date of each ten year anniversary, then each shall appoint one qualified real estate appraiser and the two appointed appraisers shall determine the value of the property and the fair market value shall be the average of the two appraisals provided such appraisals are within five percent (5%) of each other. In the event the two appointed appraisers are unable to agree on the value, the appraisers shall select a third qualified appraiser to value the premises and the fair market value shall then be the average of the three appraisals.

All appraisals shall comply with the Uniform Standards of Professional Appraisal Practice. As used herein "qualified real estate appraiser" shall mean an appraiser licensed in the state of Texas with experience in the Laredo metropolitan area with an Appraisal Institute Member designation of MAI. Each party will bear the cost of their own appraisals. In the event a third appraiser is selected, then each party will share the cost of said appraiser equally.

E. For each annual twelve-month period of the initial term after the first year of the initial term, and for each annual period or part thereof that this lease is hereafter

extended pursuant to, Section 1.06 above, the rental amount shall be adjusted annually on the anniversary date of this lease, (except during the tenth (10th), twentieth (20th) and thirtieth (30th) anniversaries when the rental will be adjusted according to paragraph D of Section 1.07 by an amount which is equivalent to the percentage change in the CPI (as defined below) as of such anniversary date compared to the CPI on the previous anniversary date. For this purpose, CPI shall mean, the Consumer Price Index, U. S. Average, All Urban Consumers, All Items, 1967 - 100 Base, as compiled by the Bureau of Labor Statistics. In no event shall the CPI increase for any period exceed five (5%) percent. This means that at the first anniversary date of this Lease shall be May 1, 2012, and annually thereafter, the rent will be adjusted on the percentage change in the CPI of the preceding calendar year (January-December) or Five Percent (5%), whichever is less.

Should the percentage change in the CPI be less than zero, then in such event the rental rate shall not be adjusted and the previous annual rental shall continue for the next twelve (12) month period.

If publication of the CPI is discontinued, the parties agree to accept the comparable statistics on the cost of living for the City of Laredo, Texas, as they shall be computed and published by an agency of the United States or by the State of Texas or by a responsible financial periodical of recognized authority, then to be selected by the parties hereto.

1.08 LATE CHARGE:

A. The rental sums provided for above, and such other additional charges provided for in this Lease shall be payable no later than the first (1st) day of each calendar month, without regard to notice, demand, setoff, deduction, defense or counterclaim.

B. Except as otherwise provided in this Lease, the rental obligation of LESSEE shall be due and payable as provided in this Section and, shall not be affected by circumstances or occurrences, but not limited to: damages to or destruction of the demised premises or any part of them, including improvements; use restrictions or interference with any use of the demised premises or the like; claims of LESSEE against LESSOR; and notice of termination by either LESSOR or LESSEE.

C. Should LESSEE fail to pay when due any installment of rental, or any other sum payable to the LESSOR under the terms of this Lease, then interest at the maximum legal rate then payable by LESSEE in the State of Texas shall accrue from and after the date on which any such shall be due and payable, and such Interest shall be paid by LESSEE to LESSOR at the time of payment of the sum upon which such interest shall have accrued.

1.09 AD VALOREM TAXES AND UTILITIES:

A. LESSEE agrees to pay and discharge promptly, before delinquency, any and ad valorem taxes, including penalties and interest, or other impositions and

government charges of any kind whatsoever that may be lawfully assessed against the LESSEE or the LESSOR, with respect to the Premises or any improvement, personal property, tools, equipment, furniture and fixtures or inventory thereon, during the term of this Lease including any extensions or option periods granted thereto and LESSEE agrees to pay for all the costs and expenses of contesting any such taxes.

B. LESSEE will be responsible for all developmental costs to improve the Premises including utility easement relocation, extensions, and upgrades if required to service the leased premises to including water, sewer, gas, electricity, and all other utilities to be used on the Premises.

C. This Section does not preclude LESSEE from the assertion of any remedies available to it under the laws of the State of Texas relating to the assessment and payment of ad valorem taxes with respect to the leased premises.

1.10 USE AND USE CONFLICT:

A. The premises demised to the LESSEE are to be used and occupied solely for the purpose of (i) air cargo facilities (dry and cold storage), provide freight forwarding, air cargo logistics, transportation, Customs clearing services, and aeronautical uses, such as, aircraft hangar/storage and other aeronautical uses only and for no other use.

B. LESSEE shall obtain and maintain in effect all Federal Aviation Administration required certificates and licenses necessary to comply with the requirements of this Agreement and provide and maintain all facilities, equipment and qualified personnel required by such licenses and certificates to provide the services and perform the functions authorized or required herein.

1.11 NET LEASE:

Notwithstanding any expenditures related to the acts or omissions of LESSOR, or LESSOR'S agents, employees, licensees, contractors, or invitees, LESSOR shall not be required to make any expenditures of any kind in connection with this Lease or to make any repairs or improvements to the Premises. The parties agree that this is a net Lease intended to assure LESSOR the rent served on an absolute net basis. In addition to the rent served above, LESSEE shall pay to the parties entitled thereto all taxes, assessments, insurance premiums, maintenance charges, and any other charges, costs and expenses against the Premises which may be contemplated under any provisions of this Lease.

1.12 PEACEFUL POSSESSION:

LESSEE shall peacefully have, hold and enjoy the leased premises subject to all of the terms and conditions embodied in this Lease and subject to prompt payment of all rental sums delineated above.

**ARTICLE II
DEVELOPMENT OF PREMISES - REQUIRED IMPROVEMENTS**

**2.01 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND ARCHITECTURAL DESIGN GUIDELINES:**

The improvements constructed on the property shall be done in conformity with the Declaration of Covenants, Conditions and Restrictions approved by Resolution No. 2006-R-014 dated February 21, 2006, including the Architectural Design Guidelines attached as Exhibit B and incorporated by reference herein.

2.02 BUILDING HEIGHTS:

Building heights shall be limited to a maximum of forty (40') feet above the curb line. This limitation includes phasial extensions of any building erected on the demised premises or other extension attached to any such building.

2.03 TYPE OF CONSTRUCTION:

A. All buildings shall be framed with reinforced concrete or masonry, structural steel or structural aluminum. Siding shall consist of masonry, glass, or enameled steel. Common masonry or siding shall be kept neatly painted.

B. All buildings shall conform to all local building codes, ordinances and to the "Declaration".

**ARTICLE III
PREPARATION AND SUBMISSION OF PLANS
FOR IMPROVEMENTS**

3.01 GENERAL:

A. LESSEE has represented to LESSOR during the negotiations of this Lease and now represents to LESSOR that LESSEE shall erect a building of a size not less than Twenty Five Thousand (25,000) square feet upon the premises. This representation is a part of the total consideration of this Lease.

B. LESSEE covenants and agrees to improve the Premises by the construction of buildings and other improvements which will enhance both the value and, in LESSOR'S opinion the appearance of the Premises. LESSEE further covenants to commence to erect a building of not less than Twenty Five Thousand (25,000) square feet within three hundred sixty-five (365) calendar days from May 1, 2011.

3.02 COMMITMENT TO CONSTRUCT, TIME PERIOD FOR COMPLETION OF CONSTRUCTIONS, EXTENSIONS AND LANDSCAPING:

A. LESSOR'S written approval of LESSEE'S plans for erection or construction of structures and improvements upon the demised Premises shall constitute LESSEE'S commitment to commence to erect and maintain same within twelve (12) months from May 1, 2011.

B. LESSOR reserves the right to extend the completion date agreed upon by LESSOR and LESSEE in the preceding paragraph.

C. LESSEE'S failure to complete construction of improvements and structures within the time period specified above, or within the time provided by any period of extension granted by the LESSOR, shall constitute a material breach of this Lease.

3.03 ALTERATIONS, CONSTRUCTION OF ADDITIONAL IMPROVEMENTS:

A. Building or landscape alterations and the erection of additional structures on the demised premises shall be subject to LESSOR'S approval. Plan submissions, approval and time for completion of alterations and improvements shall be governed by the provisions of this Agreement. LESSOR'S approval shall not be withheld in an arbitrary or unreasonable manner.

B. Any alterations to structures, landscaping or other improvements, without LESSOR'S written approval shall constitute a material breach of this Lease and shall constitute grounds for termination of this Lease by LESSOR.

3.04 MAINTENANCE OF PREMISES AND IMPROVEMENTS:

A. LESSEE covenants that it shall commit no waste nor shall it allow the commission of waste upon or to the Premises.

B. LESSEE agrees to maintain in a safe, clean well kept and orderly condition the premises surrounding said improvements to include fence line, landscape areas and right-of-way areas up to the street curb along Maher Avenue to the West and to the general aviation apron on the East (flightline).

C. LESSEE shall maintain and keep the improvements on the Premises in a good state of repair and condition and in a presentable condition. The exterior finish on said improvements shall be repainted and refinished as necessary to maintain the appearance of such improvements in "as new" condition and appearance as possible. In this regard LESSEE is responsible for 100% of the maintenance and repairs to the improvements throughout the primary and any extension terms of this Lease.

D. LESSEE shall keep at all times the Premises, including all improvements thereon and all of the LESSEE'S fixtures, equipment and personal property which are located in any part of the Premises which is open to or visible by the general public in a clean and orderly condition and appearance.

E. LESSEE shall provide and maintain in good operable condition at all times all obstruction lights and similar devices, fire protection and safety equipment and all other equipment of every kind and nature required by any law, rule, order, ordinance, resolution or regulation of any authority, including the City of Laredo and the Airport Manager.

F. LESSEE shall observe all regulations and requirements of insurers on the leased premise concerning the use and condition thereof for the purpose of reducing fire hazards and insurance rates on the Airport.

G. LESSEE shall repair at its sole cost any damage caused by LESSEE to paving or other surface of the Premises caused by any oil, gasoline, grease, lubricants or other flammable liquids and substances having a corrosive or detrimental effect thereon.

3.05 RIGHT OF ENTRY:

A. LESSOR may, at any reasonable time, without notice to LESSEE, enter the Premises for the purpose of ensuring LESSEE'S compliance with plans and timetables for the erection or alteration of structures or improvements upon the demised Premises during construction as well as other restrictions and requirements embodied in this Lease.

B. LESSOR hereby reserves the right to inspect during regular business hours the Premises and improvements and all equipment and vehicles of LESSEE used in its operations on the Airport for the purpose of determining whether or not fire and safety measures and regulations are being observed and to determine whether or not the improvements are being properly maintained in accordance with the requirements of this Lease. LESSOR reserves the right to prohibit the operation of any vehicle or equipment on the Airport that the LESSOR reasonably determines to be in an unsafe condition. LESSOR reserves the right to require each vehicle operated on the Airport to be inspected and to obtain a permit or license authorizing such vehicle to operate on the Airport.

ARTICLE IV USE RESTRICTIONS

4.01 GENERAL:

A. No land, alteration or structure occupied or erected by the LESSEE shall be used or occupied in any manner which could create the following conditions:

1. Adversely affecting the health, comfort, or safety of members of the general public or other LESSEES of the LESSOR; or
2. Adversely affecting the beneficial enjoyment and use of properties demised to LESSOR'S other LESSEES.
3. Prohibited uses include, but are not limited, those which create:
 1. Fire hazards;
 2. Explosive hazards;
 3. Excessive noise, except that associated with normal aircraft activities;
 4. Excessive vibration, except that associated with normal aircraft activities;
 5. Excessive shock, except that associated with normal aircraft activities;
 6. Smoke, dust, pungent odors, noxious emissions constituting air pollution;
 7. Electrical disturbances; and
 8. Excessive liquid or solid refuse, waste or emissions.

4.02 **ULTRA-HAZARDOUS ACTIVITIES INCLUDING FIRE AND EXPLOSIVE HAZARDS:**

No ultra-hazardous activities including those creating fire or explosive hazards endangering life or property shall be conducted upon the Premises by the LESSEE.

4.03 **DUST CONTROL:**

All ground areas not covered by structures shall be landscaped or surfaced with concrete, asphaltic concrete, asphalt oil or other dust-free surfacing. These areas shall be maintained in good condition by LESSEE and shall be at all times kept free of weeds, trash, dust and other debris. They shall be properly drained and graded. This dust control shall be accomplished before the issuance of a certificate of occupancy.

4.04 **GLARE:**

Any operation producing intense glare shall be performed within an enclosed or screened area in such a manner which prevents the glare so emitted from being discernible from any point on the property line of the demised Premises.

4.05 REFUSE AND TRASH:

No refuse or trash shall be kept, stored or allowed to accumulate on the demised premises.

4.06 SEWAGE DISPOSAL SYSTEMS:

No cesspool, septic tank or other sewage disposal system or device shall, at any time, be installed, maintained or used upon the Premises.

**ARTICLE V
INDEMNITY AND INSURANCE**

5.01 INDEMNIFICATION:

LESSEE shall indemnify and hold LESSOR harmless from any and all claims, demands or causes of action, including attorney's fees arising out of or resulting from the use, occupation and possession of the Premises by LESSEE, its agents, employees, patrons, guests and invitees. LESSEE is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and LESSOR shall in no way be responsible therefore.

5.02 PROPERTY AND OTHER RISK INSURANCE:

A. LESSEE, at its sole cost and expense shall, throughout the term of this Lease, keep or cause to be kept all improvements now or hereafter located upon the Premises insured for the mutual benefit of LESSOR and LESSEE against loss or damage, including Property Insurance Coverage with a limit of 100% of the insurable replacement costs of the property on a special cause loss form with a \$500,000 extra expense limit for demolition and debris removal. LESSEE shall be the named insured with the LESSOR as the additional named insured to protect by fire and against loss or damage by other risks embraced by "extended coverage" and against civil commotions, riots, vandalism and malicious mischief and all risk of direct physical loss, including flood and earthquake in an amount equal to the actual replacement cost of such improvements, including costs of replacing excavations and foundations, but without deduction for depreciation(hereinaftercall "Full Insurable Value"). LESSEE shall name the City of Laredo as loss payee. In the event a dispute arises as to the Full Insurable Value which cannot be resolved by agreements, an appraisal of the Premises and improvements thereon shall be made by an appraiser selected by LESSEE and reasonably acceptable to LESSOR to determine the Full Insurable Value as defined in this provision. The resulting determination shall be conclusive between the parties for the purpose of this Section. The expense of this appraisal shall be borne by LESSEE.

B. LESSEE, at its sole cost and expense shall, during the construction of any improvements on the Premises, keep or cause to be kept Builders Risk Coverage as follows:

1. All Risk Builders insurance, including collapse coverage, is required on a completed value form if the contract is for the construction of a structure or building.
2. The Builders Risk policy must provide transit and off-premises coverage if the contract with the builder makes the City of Laredo responsible for materials.
3. The Builders Risk policy must provide coverage for materials that are within 1,000 feet of the building site, that are to be incorporated into the building of the structure.
4. The deductible shall not exceed \$5,000.

5.03 OBLIGATION OF LESSEE:

During the term of this Lease, except as provided in Section 5.05 below, should the improvements constructed by LESSEE upon the Premises be damaged or destroyed in whole or in part by fire or other casualty, LESSEE shall give prompt notice to LESSOR. LESSEE, at its own cost and expense, shall promptly repair, and rebuild the same to the extent as the prior value of, and as near as is practicable to the character of the buildings and improvements existing immediately prior to such damage. Such repairs, replacements or rebuilding shall be made by LESSEE and in accordance with the following terms and conditions.

A. Prior to commencing such repairs, LESSEE shall deliver to LESSOR a set of preliminary construction plans and specifications for LESSOR'S approval. In the event the preliminary plans and specifications are disapproved, LESSEE will be notified in writing. The notice shall specify in detail the reasons for the disapproval. LESSOR shall specify the corrections to the specifications and plans.

B. Upon approval of the preliminary plans and specifications by LESSOR, LESSEE shall prepare or cause to be prepared, final working plans and specifications. These shall conform to the preliminary plans and specifications. Upon completion of the final working plans and specifications, LESSEE shall submit the same to appropriate governmental agencies for approval. Upon approval by such agency and the issuance of permits for the commencement of construction, LESSEE shall deliver to LESSOR one complete set of the final working plans and specifications as approved by the appropriate governmental agencies. Changes from the preliminary plans and specifications shall be considered to be within the scope of the preliminary plans and specifications if such changes are made to comply with suggestions, requests or requirements of the governmental agencies.

C. LESSOR may require LESSEE to furnish a performance and payment bond, and, if requested, Builder's Risk Insurance.

D. Upon compliance with the foregoing, and after settlement shall have been made with the insurance company or companies, and said proceeds of such insurance policy or policies shall have been paid to LESSEE, LESSEE shall commence such repair, replacement or rebuilding within a reasonable time and shall continue such work with reasonable diligence until completion.

5.04 **INSURANCE PROCEEDS:**

Upon receipt by LESSEE and LESSOR of the proceeds of the insurance policy or policies, LESSEE and LESSOR shall deposit same in an escrow account to pay for the cost of such repair, replacement and rebuilding. Such proceeds shall be disbursed by LESSEE and LESSOR during construction to pay the cost of such work.

If the amount of such insurance proceeds is insufficient to pay the costs of the necessary repair, replacement or rebuilding of such damaged improvements, LESSEE shall pay any additional sums required, and if the amount of such insurance proceeds is in excess of the costs thereof, the amount of such excess shall be retained by LESSEE.

5.05 **CANCELLATION OF LEASE:**

Should the improvements on the Premises be damaged or destroyed in whole or in part by fire or other casualty during the term of this Lease, LESSEE shall be relieved of the obligation to repair, replace and rebuild the same and shall have the right to cancel this lease by giving LESSOR written notice of its election to do so within thirty (30) days after the date of any such damage or destruction. In such event, this Lease shall terminate as of the date of such destruction and the insurance proceeds received or receivable under any policy of insurance shall be paid to and retained by LESSOR. All rents payable under this lease shall be prorated and paid to the date of such termination. The receipt of all insurance proceeds by LESSOR will relieve LESSEE from any responsibility to restore the leased premises to their former condition and their obligation relating to improvements on the premises.

5.06 **CONTENTS:**

Insurance on the contents of the building improvements and on the leased premises is the sole responsibility of the LESSEE.

5.07 **LIABILITY INSURANCE:**

A. Prior to the conduct of its operations on the Airport, LESSEE, at its sole expense, shall obtain and cause to be kept in force at all times during the term of this Agreement, liability insurance issued by a company or companies of sound and adequate

financial responsibility, authorized to do business in the State of Texas, by policies meeting the requirements of the laws of the State of Texas, of the following types and minimum amounts:

1. Commercial General Liability insurance at minimum combined single limits of \$1,000,00.00 per occurrence and \$2,000,000.00 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$2,000.00 products/completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering LESSEE'S obligations contained in the contract. The general aggregate limit must be at least two (2) times the each-occurrence limit.

2. Workers Compensation insurance at statutory limits, including Employers Liability coverage at minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

3. Commercial Automobile Liability insurance at 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. Hangarkeepers Legal Liability, at minimum limits of \$2,000,000 per-aircraft/\$2,000,000 per-occurrence.

5. Umbrella Liability at minimum limits of \$5,000,000 each-occurrence and \$5,000,000 aggregate with respect to Primary Commercial General Liability, Automobile Liability, and Employers Liability including coverage for aircraft, repair, fueling and or refueling.

6. Pollution Insurance in a minimum amount of \$1,000,000.00.

7. In the event that LESSEE acquires aircraft during the term of this Lease, LESSEE shall provide LESSOR with adequate insurance coverage as per LESSOR'S requirements.

B. Each of the above liability insurance, with the exception of the workers' compensation policy, shall include the LESSOR as a named additional insured and provide under contractual liability coverage for the covenants and indemnification of LESSOR by LESSEE under the terms of this Lease. In addition, each policy shall be endorsed to be primary and non-contributory regardless of the application of other insurance. The naming of the LESSOR as an additional insured in such policies of liability insurance shall not thereby cause the LESSOR to be deemed a partner or joint venturer with LESSEE in its business conducted on the Airport.

C. Each of the above insurance policies shall contain a waiver of subrogation in favor of the LESSOR.

D. LESSEE'S General Comprehensive Public Liability Insurance Policy shall protect the LESSOR against any and all liability created by reason of LESSEE'S conduct incident to use of the Airport, or resulting from any accident occurring on or about the roads, driveways or other public areas of the Airport, including the runways, taxiways and ramps used by LESSEE at the Airport.

E. Said policies of insurance shall be performable in Webb County, Texas, and shall be construed in accordance with the laws of the State of Texas.

F. Certificates, in duplicate, of all insurance coverage required of LESSEE shall be filed with the Airport Manager. Such certificates shall provide therein that the policies of insurance referred to in such certificates shall not be subject to cancellation by insured except after delivery of written notice by certified mail to Airport Manager at least sixty (60) days prior to the effective date of cancellation or material change. In such event LESSEE shall procure the insurance required by this agreement prior to the cancellation of the existing insurance policy(s). LESSEE shall provide the LESSOR with all certificates of insurance complying with this Lease within ten (10) days of the execution of this Lease and annually thereafter thirty (30) days prior to the renewal of such insurance upon request by the LESSOR. LESSEE shall provide LESSOR with a certified copy of each policy of insurance requested of LESSEE.

G. Should LESSEE fail or refuse to obtain and keep in full force and effect the insurance required by this Section, LESSOR may either terminate this Lease or suspend LESSEE'S rights hereunder.

H. LESSOR reserves the right to increase the amounts of insurance coverage described here-in-above, and to require any additional riders or provisions in said policies or certificates as shall be considered necessary by the LESSOR, consistent with the terms and conditions of this Lease; provided, however, such increases or additions shall not be in excess of or in addition to customary insurance coverage in the aviation industry as determined by the Airport Operators Council International. LESSEE shall promptly comply with said increase or other change.

I. LESSEE agrees that any subcontractor(s) hired by the LESSEE shall be required to maintain insurance coverages equal to that required by the LESSEE. It is the responsibility of the LESSEE to assure compliance with this provision. LESSOR accepts no responsibility arising out of the conduct of or lack of conduct of any such contractor of the LESSEE.

5.08 INSURANCE POLICIES AND MODIFICATIONS:

Certified copies of all LESSEE'S insurance policies and modifications shall be deposited with LESSOR no later than five (5) days after the execution of this Lease. In no event shall LESSEE, its employees, guests, invitees, contractors access the Premises without first obtaining the insurance policies required by this Agreement.

**ARTICLE VI
ENCUMBRANCES**

6.01 ENCUMBRANCES:

A. LESSEE may encumber its leasehold estate by the execution and delivery of a mortgage. As used herein the term "Mortgage" includes a deed of trust and the term "Mortgagee" includes the beneficiary under a deed of trust. The Mortgagee of such Mortgage may deliver to LESSOR a written notice specifying:

1. The amount of the obligation secured by the Mortgage and the date of the maturity or maturities thereof, and
2. The name and address of the mortgagee.

B. After receipt of such notice, LESSOR shall serve Mortgagee by certified mail at the last address furnished by Mortgagee a copy of every notice or demand served by LESSOR upon LESSEE under the terms and provisions of this lease so long as such mortgage is in effect.

6.02 MORTGAGEE'S RIGHTS:

Upon receipt of a notice or demand in accordance with Section 6.01 above, Mortgagee shall have one hundred eight (180) days after receipt of such notice within which, at Mortgagee's election to:

- A. Cure any default if it can be cured by the payment or expenditure of money; or
- B. Perform such other action as may be necessary to cure the default; or
- C. Institute foreclosure proceedings and prosecute same diligently to conclusion.

6.03 RIGHTS ON FORECLOSURE:

In the event of foreclosure by Mortgagee, the purchaser at the foreclosure sale or the person acquiring LESSEE'S interest by virtue of or in lieu of foreclosure shall succeed to all of LESSEE'S rights, interests, duties and obligations under this lease.

6.04 LESSEE'S RIGHT TO ENCUMBER:

Nothing herein shall be construed to prohibit LESSEE from encumbering LESSEE'S leasehold estate provided however that such leasehold estate shall not be encumbered beyond the Twentieth (20th) anniversary of this Lease and provided LESSOR shall not be liable in any manner to any mortgagee except as otherwise herein provided.

**ARTICLE VII
TERMINATION, CANCELLATION, ASSIGNMENT AND TRANSFER**

7.01 CANCELLATION DURING INITIAL OPTION PERIOD:

Notwithstanding any provision herein to the contrary, LESSEE may cancel this Lease upon written notice to LESSOR on or within three hundred sixty five (365) days from May 1, 2011. If LESSEE cancels this Lease in the manner provided for herein, this Lease shall terminate and neither LESSEE nor LESSOR shall have any further responsibility under this Lease, except for such obligation as set out in Section 1.07 (B) of this Lease.

7.02 TERMINATION:

This Lease shall terminate at the end of the term of this Lease or any renewal or extension thereof.

7.03 DEFAULT:

A. The following events shall be deemed to be events of default by LESSEE under this Lease:

1. Be in arrears in the payment of the whole or any part of the rental amounts agreed upon hereunder for a period of ten (10) days after LESSOR has notified LESSEE in writing that payment was not received when due.
2. File in any court a petition in bankruptcy or insolvency or for the appointment of a receiver or trustee of all or a portion of LESSEE'S property;
3. Make any general assignment for the benefit of creditors;
4. Abandon the Premises;
5. Default in the performance of any of the covenants and conditions required herein (except for rental payments which after ten (10) days after LESSOR'S notification to LESSEE is deemed a default) to be kept and performed by LESSEE, and such default continues for a period of thirty (30) days after

receipt of written notice from LESSOR to cure such default, unless during such thirty (30) day period, LESSEE shall commence and thereafter diligently perform such action as may be reasonably necessary to cure such default;

6. Be adjudged bankrupt in involuntary bankruptcy proceedings; or

7. Be made a party to any receivership proceeding in which a receiver is appointed for the property or affairs of LESSEE where such receivership is not vacated within sixty (60) days after the appointment of such receiver.

B. In any of the aforesaid events, LESSOR may re-enter to take immediate possession of the Premises and remove LESSEE'S effects or assert its LESSOR'S lien upon them as provided in paragraph 7.07, without being deemed guilty of trespassing.

7.04 REPOSSESSION AND RELETTING:

In the event of default by LESSEE hereunder which shall remain uncured after the required notices have been given pursuant to this Lease, and for such time as provided herein, LESSOR may at once thereafter, or at any time subsequent during the existence of such breach or default:

A. Re-enter the demised Premises or improvements or any part of them and repossess them; and

B. Either cancel this Lease by notice or without canceling this Lease, relet the leased Premises or any part thereof upon such terms and conditions as shall appear advisable to LESSOR. If LESSOR shall proceed to relet the leased Premises and the amounts received from reletting the leased Premises during any month or part thereof be less than the rent due and owing from LESSEE during such month or part thereof under the terms of this Lease, LESSEE shall pay such deficiency to LESSOR immediately upon calculation thereof, providing LESSOR has exercised good faith in terms and conditions of reletting. Payment of any such deficiencies shall be made monthly within ten (10) days after receipt of notice of deficiency.

7.05 ASSIGNMENT AND TRANSFER:

LESSEE shall have the right and privilege to assign or transfer this Lease subject to the prior written approval of LESSOR which approval shall not be unreasonably withheld provided such assignment or transfer shall be subject to the same conditions, obligations and terms as set forth herein, including Section 1.10 titled "Use and Use Conflict".

7.06 SUBLEASING:

LESSEE shall have the right to sublease all or any part of the Premises for the same purposes permitted under the terms and provisions of this Lease, provided LESSEE

first obtains LESSOR'S prior written consent, which consent shall not be unreasonably withheld. Upon receipt of consent from LESSOR, LESSEE shall provide LESSOR an executed copy of any and all sublease agreements and amendments thereto. Any such sublease shall be subject to the same conditions, obligations and terms as set forth herein and LESSEE shall be responsible for the observance by its sublessees of the terms and covenants contained in this Lease.

7.07 LESSOR'S LIEN:

A. It is expressly agreed that in the event of default by LESSEE hereunder, LESSOR shall have a lien upon all goods, chattels, personal property or equipment of any description belonging to LESSEE which are placed in or become a part of the Premises as security for rent due and to become due for the remainder of the term of the Lease, which lien shall not be in lieu of or in any way affect the statutory LESSOR'S lien given by law. The LESSOR agrees to subordinate LESSOR'S lien in favor of any financial institution that may finance any improvements on the demised Premises if required and requested by the financial institution.

B. Default on rental payments entitles LESSOR, at its option, to take whatever lawful action reasonably necessary to protect LESSOR'S interest in said property, including the storing of goods, secured by a LESSOR'S lien for non-payment of rent for a reasonable time, as well as the selling of such goods at public or private auction for rental due, without waiving LESSOR'S right to the total rental due.

**ARTICLE VIII
MISCELLANEOUS**

8.01 ATTORNEY'S FEES:

In the event LESSEE defaults in the performance of any of the terms, covenants, agreements or conditions contained in this Lease and LESSOR places the enforcement of the term of this Lease, or any part thereof, or the collection of any rent due, or to become due hereunder, or recovery of possession of leased Premises in the hands of an attorney, or files suit upon same, LESSEE agrees to pay LESSOR reasonable attorney's fees and payment of same shall be secured in a like manner as herein provided as to lien for rent due.

8.02 LESSOR'S REPRESENTATION AND WAIVER:

Any representations by LESSOR regarding LESSEE'S leasehold interest must be embodied in this writing. The waiver by LESSOR or LESSEE of performance of any provisions of this agreement shall not amount to a future waiver of strict performance of such provision or any other provision of this agreement.

8.03 ANTI-DISCRIMINATION CLAUSES MANDATED BY FEDERAL GOVERNMENT:

A. AIRPORT AND AIRWAY DEVELOPMENT ACT OF 1970: The LESSEE assures that it will undertake an affirmative action program as required by 14 Code of Federal Regulations Part 152, Subpart E, to insure that no person shall on the grounds of race, color, creed, national origin, or sex be excluded from participating in any employment activities covered by 14 Code of Federal Regulations Part 152, Subpart E. The LESSEE 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 LESSEE assures that it will require that its covered suborganizations provide assurances to the LESSEE that they similarly undertake affirmative action programs and that they will require assurance from their suborganizations, as required by 14 Code of Federal Regulations Part 152, Subpart E, to the same effect.

B. The LESSEE for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agrees as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participating in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participating in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

C. That in the event of breach of any of the proceeding nondiscrimination covenants, City of Laredo shall have the right to terminate the license, lease, permit, etc., and to reenter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

8.04 LAWS AND REGULATIONS:

LESSEE, will keep and maintain the Premises in a clean and healthful condition and comply with the laws, ordinances orders, rules and regulations whether State, Federal, or Municipal.

8.05 HOUSEKEEPING:

A. LESSEE shall remove from the Airport or otherwise dispose of all garbage, debris, non-airworthy or wrecked aircraft, and other waste material (whether solid or liquid) arising out of its occupancy of the Premises or out of its operations. LESSEE shall provide and use suitable covered metal or other rigidly and sturdily constructed receptacles for all garbage, trash and other refuse on or in connection with the Premises which would normally fit into a receptacle. Piling of boxes, cartons, barrels

or other similar items, in an unsightly or unsafe manner, on or about the Premises is forbidden. The manner of handling and disposing of trash, garbage and other refuse shall at all times be subject to City ordinances and Airport rules. LESSEE shall use extreme care when effecting removal of all such waste to prevent littering the Airport premises. LESSEE understands and agrees that the Premises may not be used as an aircraft junkyard or to store non-airworthy aircraft for the purpose of salvaging parts therefrom.

B. If LESSEE allows the accumulation of weeds, used tires, rubbish or items of equipment or supplies to remain on the Premises and right-of-way areas more than five (5) days after a request in writing from the LESSOR to have them removed, the LESSOR or authorized agent may enter upon the demised premises for the purpose of removing same by whatever means it deems necessary but shall not have any affirmative duty to do so. Such entry shall not be deemed a trespass and the LESSOR shall not be subject to any liability. The cost of such work shall be borne by the LESSEE and LESSEE agrees to immediately reimburse LESSOR or LESSOR'S agent for said cost.

C. LESSEE shall commit no nuisance, waste, or injury on the Premises and shall not do or permit to be done anything which may result in the creation or commission or maintenance of a nuisance, waste or injury on the leased premises.

D. Taking into consideration the business to be conducted on the Premises, LESSEE shall not create nor permit to be caused or created upon the leased premises any obnoxious odor, smoke, noxious gas or vapor.

E. LESSEE shall not do or permit to be done anything which may interfere with the effectiveness or accessibility of the drainage and sewage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located on the Premises.

8.07 LANDSCAPING MAINTENANCE:

If landscaping areas are not maintained in accordance with the standards prescribed by the LESSOR or the conditions not corrected within five (5) days after written notice from the LESSOR, the LESSOR or its authorized agent shall have the right to enter on the Premises and plant or replant such areas, without being deemed guilty of trespass. The costs therefore, as determined by the LESSOR, shall be paid by the LESSEE.

8.08 GARBAGE STORAGE AND DISPOSAL:

LESSEE agrees to store all accumulated garbage in a neat and clean manner, as an essential element of its responsibilities for neatness of the Premises. LESSEE herein also agrees that garbage disposal is its sole responsibility, and agrees to comply with all rules and ordinances of the City and State regarding its storage and disposal.

8.09 CUMULATIVE RIGHTS AND REMEDIES:

All rights and remedies of LESSOR enumerated in this Lease shall be in addition to other rights or remedies allowed by law. Likewise, the exercise or failure to exercise by LESSOR or any remedy provided for herein or allowed by law shall not preclude its exercise of other remedies.

8.10 INTERPRETATION:

Words of gender used in this lease shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires.

8.11 INVALIDITY OR ILLEGALITY OF PROVISIONS:

The invalidity or illegality of any provisions of this Lease shall not affect the remainder of this Lease.

8.12 SUCCESSORS AND ASSIGNS:

All of the terms, provisions, covenants and conditions of this Lease shall inure to the benefit of and being binding upon LESSOR and LESSEE and their successors, assigns, legal representatives, heirs, executors and administrators.

8.13 NON-EXCLUSIVE USE:

It is understood that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right unless specifically identified herein.

8.14 TRAILERS, ABANDONED VEHICLES EXPRESSLY PROHIBITED;

Towed vehicles or any motor vehicles not currently licensed and actively used are not permitted on the Premises. Under this provision, vehicles, RV trailers, travel homes and mobile homes, wrecked or abandoned vehicles must be removed from the Premises at LESSEE'S sole expense, and failure to do so shall constitute a breach of this Lease.

8.15 CAPTIONS:

Articles and headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the intent of any provision hereof, nor are they meant to bind the LESSOR or LESSEE to the meaning of such heading.

8.16 RIGHT OF FLIGHT:

LESSOR, for itself, its lessees, permittees, successors and assigns, reserves the right of flight for the passage of all types of aircraft now in existence or hereafter created

above the Premises. LESSOR, its consignees, lessees, permittees, licensees, successors and assigns shall likewise be entitled to cause such noise, smoke, vapors, sound effects and other distractions as may be inherent in the operation and flight of such aircraft.

8.17 GOVERNING LAW/VENUE:

This Lease shall be construed under and in accordance with the laws of the State of Texas. Venue of any action arising under this agreement shall lie in Webb County, Texas, or the Laredo Division of the Southern District of Texas.

8.18 NOTICES:

Any notices which are required hereunder, or which either LESSOR or LESSEE may desire to serve upon the other shall be in writing and shall be deemed served when deposited in the United States mail, postage paid, return receipt requested, addressed as follows to:

LESSEE: Uni-Trade Forwarding, L.C.
 Attn: Luis H. Hinojosa
 130 Flecha Lane
 Laredo, Texas 78045
 (956) 764-4838

LESSOR: Office of the Airport Manager
 Laredo International Airport
 5210 Bob Bullock Loop
 Laredo, TX 78041

8.19 SUBORDINATION OF LEASE:

A. This Lease shall be subordinated to the provisions of any existing or future agreement between LESSOR and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal Funds for the development of the Airport.

B. It is expressly understood and agreed that this Lease is subject to and subordinate to and contained in those certain contracts, agreements, resolutions and actions of the City of Laredo, Texas, constituting agreements between the City and the United States of America and its agent including but not limited to, the Federal Aviation Administration (FAA) and all regulations now and hereafter imposed upon the City and that the LESSOR shall not be liable to LESSEE on account of any of the foregoing matters and all of such contracts, agreements, resolutions and regulations are incorporated herein by reference, and if any provision of this lease is determined to be a variance with same, such provision is unilaterally reformable to LESSOR'S option.

C. The parties agree that as of the date of execution of this Lease there exists no provisions, stipulations, covenants, or agreements which would prohibit LESSEE from using the Premises for the purpose set forth in paragraph 1.10 entitled "Use and Use Conflict" in this agreement.

8.20 NATIONAL EMERGENCY:

During the time of war or national emergency, LESSOR shall have the right to lease the landing area or any part thereof of the United States Government for military or naval use, and if such lease is executed, the provisions of this Lease insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

8.21 APPROVAL:

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

8.22 AIRPORT HAZARD:

The LESSEE and its successors and assigns, will not make or permit any use of the Premises which would interfere with landing or taking off of aircraft at the airport, or otherwise constitute an airport hazard. This includes such items as electrical and electronic interference with communications, electrical or electronic equipment, creation of dust or glaring or misleading lights.

8.23 AERIAL APPROACHES:

LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent LESSEE from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the opinion of the LESSOR, would limit the usefulness of the Airport or constitute a hazard to aircraft.

8.24 NON-LIABILITY OF LESSOR FOR THIRD PARTIES

The LESSOR shall not in any event be liable to LESSEE for any acts or omissions of, or for any condition resulting from, the operations or activities of any third person, firm, or corporation, or the agents, servants, employees or independent contractors of any such person, firm, or corporation, that results in injury, loss or damage to LESSEE or to any other person, or loss of or damage to any personal property installed or stored on the leased premises unless such loss or damage was incurred by LESSOR'S negligence.

8.25 OCCUPANCY AND USE OF THE AIRPORT:

A. From time to time LESSOR may adopt and enforce rules and regulations with respect to the occupancy and use of the Airport, its services and facilities, by persons, vehicles, aircraft and equipment that in LESSOR'S opinion will reasonably insure the safe, efficient and economically practicable operation thereof and provide for the safety and convenience of those using the Airport, and to protect the Airport and its facilities and the public from damage or injury resulting from operations on, into and from the Airport.

B. LESSEE agrees to observe and obey any and all rules and regulations and all other Federal, State, and municipal rules and regulations and laws and to require its officers, agents, employees, contractors, and suppliers to observe and obey the same. LESSOR reserves the right to deny access to the Airport and its facilities to any person, firm, or corporation that fails or refuses to obey and comply with such rules, regulations or laws. Such rules, regulations or municipal laws of LESSOR will not be inconsistent with the terms of this Agreement nor with the valid rules, regulations, orders and procedures of the Federal Aviation Administration or any other superior governmental agency duly authorized to make or enforce rules and regulations for the operation the Airport and the operation of aircraft using the Airport.

C. LESSEE at all times shall be furnished a current copy of any such rules and regulations and any amendments thereto.

D. LESSOR reserves the right to prohibit the operation of any vehicle or equipment on the Airport that LESSOR reasonably determines to be in an unsafe condition. LESSOR reserves the right to require each vehicle operated on the Airport to be inspected and to obtain a permit or license authorizing such vehicle to operate on the Airport and for which a nominal fee may be charged.

8.26 IMPROVEMENTS VESTED IN LESSOR:

The parties agree that the obligation and promises of LESSEE, as expressed herein, to make improvements and maintain building is a part of the total consideration for this lease agreement. Therefore, all right, title, and interest in and to said improvements shall be vested in LESSOR at the early termination or at the natural termination of this Lease. LESSEE shall have the right to the use and possession of said building improvements during this Lease plus any extensions hereof as provided herein so long as LESSEE is not in default of any of the terms of this Lease. It shall be the obligation of LESSEE to maintain and repair the said building and improvements during the term of this Lease or any extension thereof. Upon termination, interest in and to the said improvements shall remain vested in LESSOR, and LESSEE shall not have any further rights therein nor be entitled to any reimbursement by reason of LESSEE'S maintenance, improvements, repair, or use of said building.

8.27 AIRPORT SECURITY:

A. LESSEE covenants and agrees that it will at all times maintain the integrity of the Airport Security Plan and TSR Part 1542, as amended from time to time.

B. LESSEE shall provide for the security of the air operations area to prevent ground entry or movement of unauthorized persons from or through the leased Premises in accordance with any regulations imposed upon LESSOR by the Transportation Security Administration or others. Furthermore, LESSEE shall be responsible to ensure that its employees, customers, guests, invitees, vendors, contractors, subtenants and anyone granted access by LESSEE to the air operations area comply with the Airport Security Plan and TSR Part 1542, as amended. LESSEE will indemnify and hold harmless LESSOR, its officers and employees, from any charges, fines, or penalties that may be levied by any agency of the United States or the State of Texas by reason of LESSEE'S failure to comply with this requirement.

C. LESSEE shall, at its own expense, provide reasonable security in accordance with Transportation Security Administration guidelines and requirements for the leased remises including buildings and other improvements now existing or hereafter erected or installed on the leased premises. LESSEE shall be entitled to the same degree of LESSOR provided security as is available to all other tenants of the Airport.

8.28 LESSEE-INDEPENDENT CONTRACTORS:

LESSEE in its operations hereunder shall act in the capacity of an independent contractor and LESSOR shall not have or be construed to have any responsibility or liability for any work, acts, or omissions of LESSEE, its agents, employees, tenants, sublessee, contractors, guests, invitees or customers.

8.29 OPERATIONAL REPORTING REQUIREMENTS:

A. If LESSEE operates as a Fixed Base Operator or Air Cargo Operator, then within fifteen (15) days after the close of each calendar month of this agreement, LESSEE shall submit to LESSOR, in a form and with detail satisfactory to LESSOR, a true and accurate written monthly Operational Report, for activity conducted by LESSEE during the preceding month. Such report shall detail the number of aircraft serviced by LESSEE during the preceding month to include aircraft owner, operating carrier, aircraft type, aircraft number, weight of the aircraft, net weight of cargo, and any other information which LESSOR may require.

B. LESSEE'S failure to submit the Operational Report within the required timeframe and Exhibit C which defines the reporting requirements of airline and ground handling companies in accordance with Ordinance No. 99-0-242, as ordinance may be amended from time to time, will result in a material breach of this Lease.

UNI-TRADE LEASE AGREEMENT FOR 1.5029 ACRES 4600 MAHER (LOT 1-B-1, BLOCK 1)

8.30 AGREEMENT

This Lease consists of Articles I through VIII and Exhibits A and B and C. It constitutes the entire Lease between the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by the LESSOR and LESSEE. LESSEE agrees that no representations or grant of rights or privileges shall be binding upon the LESSOR unless expressed in writing in this Lease.

EXECUTED on this 19th day of April, 2011.

CITY OF LAREDO
a municipal corporation

BY: 
CARLOS VILLARREAL
CITY MANAGER

ATTEST:


GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY



BY: 
VALERIA ACEVEDO
ASSISTANT CITY ATTORNEY

LESSEE: UNI-TRADE FORWARDING L.C.

BY: 
Name: LUIS H. HINOJOSA
Title: PRESIDENT

UNI-TRADE LEASE AGREEMENT FOR 1.5029 ACRES 4600 MAHER (LOT 1-B-1, BLOCK 1)

STATE OF TEXAS §

COUNTY OF WEBB §

This instrument was acknowledged before me on the 19th day of April, 2011, by Carlos Villarreal, City Manager of the City of Laredo.

Christina I. Lara
NOTARY PUBLIC, STATE OF TEXAS

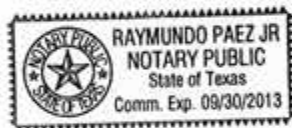
My Commission Expires 2-12-14



STATE OF TEXAS §

COUNTY OF WEBB §

This instrument was acknowledged before me on the 15th day of February, 2011, by Luis H. Hinojosa, President of Uni-Trade Forwarding, L.C.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS

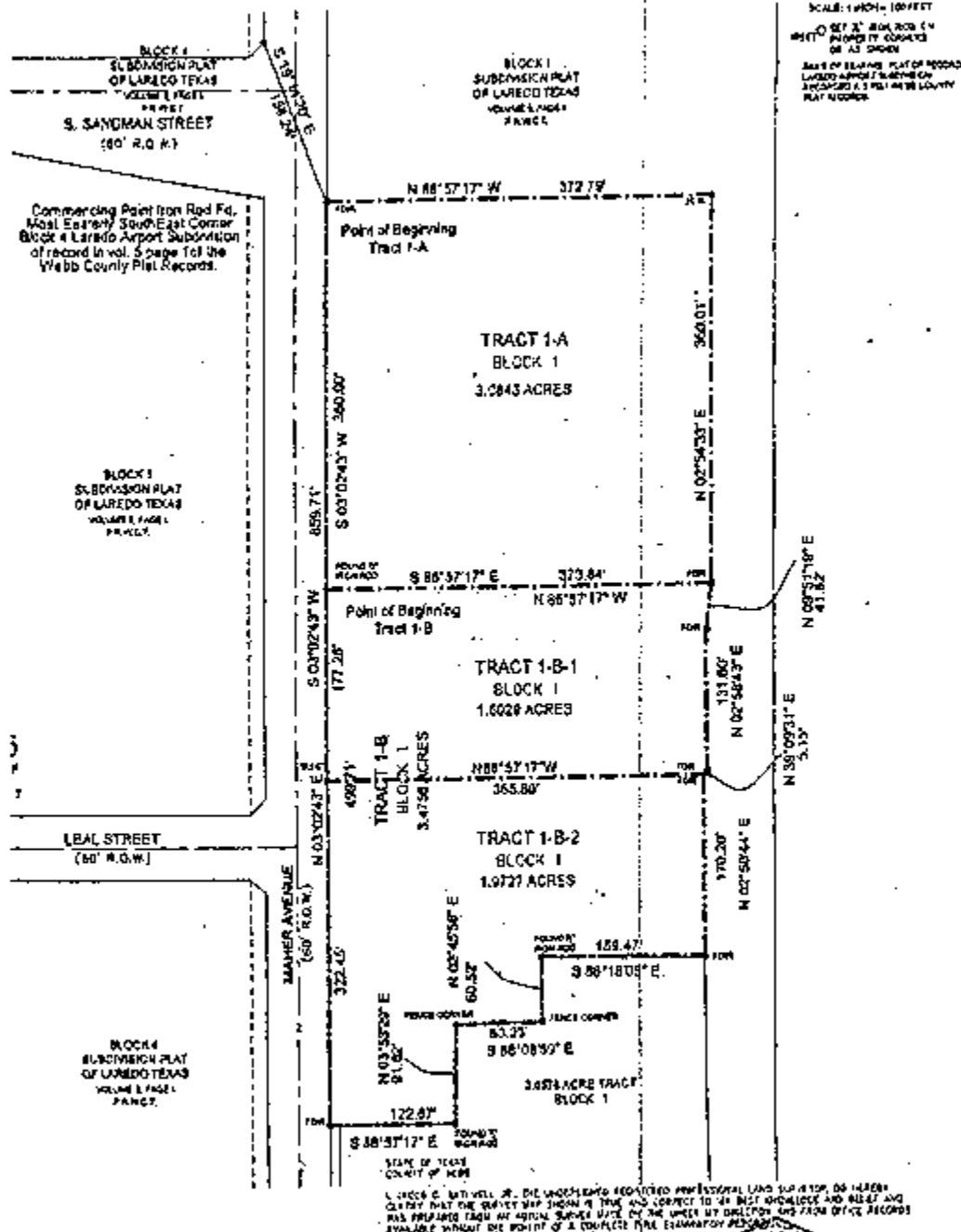
My Commission Expires 09.30.2013

OF TRACT 1-B-1 CONTAINING 1.5029 ACRES OF LAND, MORE OR LESS, AND
OF TRACT 1-B-2 CONTAINING 1.9727 ACRES OF LAND, MORE OR LESS,
OUT OF TRACT 1-B CONTAINING 1.4758 ACRES, BLOCK 1, LAREDO AIRPORT SUBDIVISION
RECORDED IN VOLUME 3, PAGE 1, PLAT REGDRO WEBB COUNTY, TEXAS

MINIMUM PROPERTY BOUNDARY SURVEY OF

OF TRACT 1-B-1 CONTAINING 1.5029 ACRES OF LAND, MORE OR LESS, AND
OF TRACT 1-B-2 CONTAINING 1.9727 ACRES OF LAND, MORE OR LESS,

OUT OF TRACT 1-B-2 CONTAINING 14750 ACRES. BLOCK 1 LAREDO AIRPORT SUBDIVISION
RECORDED IN VOLUME 3, PAGE 1; PLAT RECORD WEBB COUNTY, TEXAS



1. JAMES C. BATHWELL JR., THE UNDERSIGNED, REQUESTED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE SURVEY WAS MADE IN TRUTH AND ACCORD TO THE BEST KNOWLEDGE AND BELIEF AND WAS PREPARED THEREIN AT ALL TIMES SUBJECT TO THE UNDER MY DIRECTION AND FROM OFFICE RECORDS AVAILABLE WITHOUT THE POINT OF A COMPLETE FIELD EXAMINATION NECESSARY.

Received 14 October 2014; accepted 14 October 2014; published online 14 October 2014

SURVEY MAP STDS-10-2007-BLK1

SUTHERLAND, BECKLEY SURVIVY
 TRACT 1-4-1 CONTAINING 3800 ACRES
 TRACT 1-4-2 CONTAINING 1.5000 ACRES
 TRACT 1-4-3 CONTAINING 1.5000 ACRES
 OUT OF TRACT 1-4, BLOCK 1, L&P DO NOT HAVE
 RE CONSIDERED IN VOLUME 8, PAGE 1
 PLATTING COMPLETED BY A. C. SUTHERLAND

STUBS, INC.
ENGINEERS
SURVEYORS
PLANNERS

10000 1st Ave. N.E.
Seattle, WA 98108
(206) 767-1000

EXHIBIT

RESOLUTION NO. 2006-R-014

APPROVING AND ADOPTING THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, INCLUDING ARCHITECTURAL GUIDELINES, FOR ALL FUTURE DEVELOPMENT OF THE REAL PROPERTIES LOCATED AT THE LAREDO INTERNATIONAL AIRPORT AND LISTED IN SAID DECLARATION, IN THE FORM AND CONTENT SHOWN ON EXHIBIT A ATTACHED TO THIS RESOLUTION; AND DIRECTING THE CITY MANAGER TO EXECUTE THE SAME AND HAVE IT RECORDED IN OFFICIAL PROPERTY RECORDS OF WEBB COUNTY, TEXAS.

WHEREAS, the Airport Director recommends that the City Council adopt the Declaration of Covenants, Conditions and Restriction, including Architectural Guidelines,, for the future development of the real properties located at the Laredo International Airport, in furtherance of the development of the lands available for commercial use at the Laredo International Airport and as a support to the maintenance and operation of the Laredo International Airport; and

WHEREAS, the Airport Advisory Committee finds that the said Declaration of Covenants, Conditions and Restrictions, including Architectural Guidelines, which declaration is attached as Exhibit A, would be in the best interest of the City of Laredo and its International Airport and recommends that the City Council adopt same; and

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

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

Section 1: It hereby approves and adopts the Declaration of Covenants, Conditions, and Restrictions attached hereto as Exhibit A in order that such declaration be made a part of every subsequent real property conveyance, or of City development, of any of the lands presently owned by the City and described in said declaration.

Section 2: It directs the City Manager to execute the same and to have the original filed of record in the Official Property Records of Webb County, Texas.



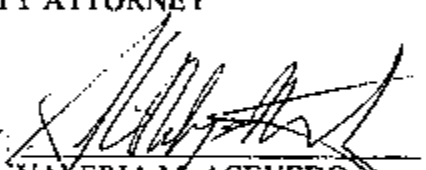
PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON
THIS THE 21st DAY OF February, 2006.


ELIZABETH G. FLORES
MAYOR

ATTEST:


GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
JAIME L. FLORES
CITY ATTORNEY

BY: 
VALERIA M. ACEVEDO
ASSISTANT CITY ATTORNEY

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Covenants, Conditions, and Restrictions is made on the 28th day of February, 2006, at Laredo, Webb County, Texas by the City of Laredo, a municipal corporation.

Recitals:

- I. Declarant is the owner of the following listed properties (hereinafter to be referred to as "the Property") located in Webb County, Texas:
 - A. *Blocks 1,2,3,4,5,7,8,9,10,11,12,13,14,15,17,18, 19, 23, 24, 25, 26, 27, 28, 33, and part of Block 32, Subdivision Plat of Laredo Airport recorded in Volume 5, page 1, Plat Records of Webb County, Texas,*
 - B. *Lot 13, Block 14A, Laredo Airport Manufacturing Facilities, Phase III, recorded in Volume 15, page 22, Plat Records of Webb County, Texas,*
 - C. *Replat of parts of Blocks 15 and 12, recorded in Volume 15, Page 75, Plat Records of Webb County, Texas,*
 - D. *Lot 1, Block 6, as per replat of part of Block 6, recorded in Volume 15, Page 76, Plat Records of Webb County, Texas,*
 - E. *Replat of Block 5, as per Replat recorded in Volume 15, Page 39, Plat Records of Webb County Texas,*
 - F. *Laredo International Airpark Subdivision, as recorded in Volume 14, Page 87 Plat Records of Webb County, Texas,*
 - G. *Laredo Airport Manufacturing Facilities Subdivision, recorded in Volume 15, Page 40, Plat Records of Webb County, Texas,*
 - H. *Laredo International Airpark Subdivision, Phase II, recorded in Volume 20, Page 42, Plat Records of Webb County, Texas,*
 - I. *0.321 acre tract platted in plat recorded in Volume 15, Page 21, Plat Records of Webb County, Texas,*
 - J. *A parcel of 7.1468 acres described by metes and bounds in Exhibit 1 attached hereto, and,*
 - K. *A tract of 249.887 acres which is platted and recorded in Volume 16, Pp. 46-47 Plat Records of Webb County, Texas,*

SAVE AND EXCEPT for those parts of the Property

- i *owned by the United States Government;*
- ii *which have been leased prior to December 31, 2005, as to which parts of the Property they shall be subject to this Declaration effective from the date any such lease expires;*
- iii *on which, from time to time, there may be short term leases [i.e. of less than 30 days] ; and*
- iv *any and all fuel farm leases.*

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Recorded
03/09/2006 3:28PM

Signed: 
BY DEPUTY
MARGIE RAMIREZ IBARRA
COUNTY CLERK
Fees \$0.00

2. Declarant has devised a general plan for the Property as a whole, with specific provisions for particular parts and parcels of the Property. This general plan provided a common scheme of development designed to protect and safeguard the Property over a long period.
3. This general plan will be benefit the Property in general, the parcels and lots that constitute the Property, the Declarant, and each successive owner of an interest in the Property.
4. Therefore, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, the Declarant desires to restrict the Property according to these covenants, conditions and restrictions in furtherance of this general development plan..
5. Where anything in this Declaration should or may conflict with the provisions of any ordinance or regulation of the City of Laredo, then the more stringent rule or regulation shall apply

NOW, THEREFORE, it is declared that all of the Property shall be held, sold, and conveyed subject to the following covenants, conditions, and restrictions.

ARCHITECTURAL GUIDELINES

1.01. The improvements constructed on the property shall be done in conformity this Declaration, including the Architectural Design Guidelines attached as **Exhibit 2** and incorporated by reference herein.

OFFSTREET PARKING:

2.01 The Grantee shall make provision for automobile parking for the employees, visitors, and other invitees on the demised premises. No parking shall be permitted on the streets immediately adjacent to the premises.

2.02 The grantee shall ensure that its on-premise parking facilities are paved such that the parking facilities provide a dust-free, all-weather surface.

2.03 Parking shall not be permitted in the front setback area or in side setback areas facing the streets immediately adjacent to the demised premises; provided, however, visitor parking may be provided in front setback areas and side setback areas of the premises facing the street provided that such on-premise parking is screened from the street by trees or shrubbery or other screening devices approved by the Grantor.

2.04 Parking for handicapped persons will be provided on the property and such spaces shall be clearly designated as handicapped parking.

VEHICLE LOADING:

- 3.01 All provisions for loading and maneuvering of vehicles shall be conducted within the property lines of the property. On-street vehicle loading shall not be permitted. Vehicle loading shall be permitted only at the rear of buildings or, on a side provided that any side-loading facilities shall be screened from front street visibility by approved trees, shrubbery, or other instrumentality specifically approved by the Grantor.

SETBACKS:

- 4.01 All buildings shall be set back a minimum of twenty five (25') feet from the lot lines of the premises which face any street immediately adjacent thereto. The area between the lot lines and the buildings shall be landscaped. If visitor parking is provided in the front setback, all buildings shall be set back a minimum of fifty (50') feet from the lot line.
- 4.02 At least twenty (20%) percent of the required minimum front setback area and side setback area facing the street shall be landscaped and planted.
- 4.03 Side setbacks shall be a minimum of fifteen (15') feet.
- 4.04 Rear setbacks shall be a minimum of ten (10') feet from the lot line.
- 4.05 Sidewalks shall be a minimum of eight (8) feet in width along all streets abutting the property.

LANDSCAPING:

- 5.01 A reasonable amount of landscaping, including the planting of ground cover, shrubs and trees and the installation of an irrigation system shall be placed on the premises. Buyer shall install and maintain landscaping including an underground utility system, and the trees planted shall be in the number required by the Land Development Code of the City of Laredo, and the size of trees at planting must be a minimum of 4" caliper.
- 5.02 Grantee will initiate landscaping prior to completion of any buildings or other improvements erected on the premises.
- 5.03 Landscaping development plans and installation of such other landscaping devices as pools, fountains, sculpture, rock arrangements, sheltered outdoor sitting areas, shall be subject to a design approval by the Grantor prior to installation.

SITE COVERAGE:

- 6.01 All buildings and structures, or portions of them, placed or erected on the premises, shall be prohibited from covering more than fifty (50%) percent of the total land area of the premises.

NO ABOVE GROUND PIPES OR OVERHEAD UTILITIES:

- 7.01 With the exception of hoses and movable pipes used for irrigation, water, gas, sewer or drainage pipes shall not be installed or maintained above the surface of the ground. This restriction does not apply to pipes installed or maintained within structures to be constructed on the premises.
- 7.02 Overhead utility lines are prohibited, except for existing lines

NO PORTABLE BUILDINGS

- 8.01 No portable buildings or portable restroom facilities are permitted on the property, except for such as are used during the construction of improvements and only during such construction phase. Such portable buildings shall be removed promptly after completion of the construction.

SUBMISSION OF PLANS:

- 9.01 Before commencing any construction of improvements on the property, Grantee shall provide to the Declarant:
- a. A site plan at a scale not less than one inch per one hundred feet showing the relationship of the proposed improvement to the premises and to the improvements on adjacent lots, utilities, curbs, sidewalks, driveways, and parking area. The site plan shall include existing natural grade contours and the proposed grading plan(s).
 - b. Floor plans at a scale not smaller than one sixteenth (1/16th) of one inch per one foot.
 - c. A true architectural rendition of the proposed buildings or other structures, including parking lots and off-street parking which rendition shall include the proposed exterior color scheme, style, materials, and design and placement of signs.
- 9.02 Declarant acknowledges that any and all such plans may be reasonably modified, replaced and/or amended by Grantee, provided Grantee delivers new copies of such revised plans to Declarant as soon as said revised plans are available. Declarant's review and approval of said revised plan are required prior to any construction in accordance with said revised plans. The Declarant's failure to take action by either approving or disapproving any proposed modification of the approved drawings and specifications within sixty (60) business days after the Declarant's receipt of the proposed modification will constitute approval of the proposed modification.

REVIEW OF PLANS:

- 10.01 Preliminary and final plans and specifications for location, site, grading, storm water drainage, utilities, landscaping, color scheme, finish, design, proportions, elevations, style and architecture to be submitted to Declarant shall be subject to Declarant's sole approval. However, Declarant's approval shall not be withheld in an arbitrary or unreasonable manner.
- 10.02 To ensure compliance with this the Declaration including its architectural guidelines, Buyer and/or its successors prior to commencement of construction shall submit to Declarant for Declarant's review and approval a true architectural rendition of the proposed building or buildings and other structures, including parking lots and off-street parking which rendition shall include the proposed exterior color scheme, style, materials, and design and placement of signs. Declarant's review of architectural plans is for the sole purpose of approving the exterior aesthetics of the proposed improvements and is not intended to constitute, nor shall it be construed as constituting, approval of Buyer's engineering plans and specifications. Failure to comply with this provision by first obtaining Declarant's consent shall constitute a material breach of this covenant. Buyer agrees to submit to Declarant and Declarant agrees to review and approve or disapprove of said plans within a thirty (30) day period after date of their submission to the Seller. Declarant's review and consent of said architectural plans are required prior to any construction. The Declarant's failure to take action by providing either written approval or disapproval, of submitted drawings and specifications within thirty (30) days after the Declarant's receipt of the architectural plans will constitute Declarant's consent to the same.
- 10.03 Buyer's architectural plans and specifications shall be submitted to the Airport Director. The Airport Director shall co-ordinate the review process. First, he will submit the plans and specifications to the Airport Advisory Committee for its recommendation to the City Council. Second, The Airport Director will then submit the plans and specifications to the City Council of the City of Laredo for their consideration of the recommendation of the Airport Advisory Committee, and their approval or disapproval of them.
- 10.04 Declarant's approval of Grantee's plans and specifications may be withheld for any of the following reasons:
- a. Failure to comply with this Declaration; or
 - b. Failure to comply with laws and ordinances of the City of Laredo, Texas, or any of its applicable building codes.
 - c. Failure to comply with the rules and regulations promulgated by the Federal Aviation Administration or its successor agencies.

- 10.05. Declarant shall approve preliminary plans within thirty (30) days of submission to Declarant by Grantee; in the event the Declarant fails to approve or disapprove preliminary plans within thirty (30) days, the preliminary plans shall be deemed approved. Final plans and specification shall also be subject to approval of Declarant within thirty (30) days of submission, which approval shall not be withheld, if the final plans are substantially consistent with the preliminary plans; if Declarant fails to approve or disapprove the final plans within thirty (30) days, the final plans shall be deemed approved.

RULES AND REGULATIONS:

- 11.01 Declarant may not apply to the property any rules or regulations that it promulgates after the date of the conveyance of the property to Grantee that would have the effect of delaying the construction of the improvements or make that construction more costly.
- 11.02 All improvements shall be planned and constructed in accordance with the laws and ordinances of the City of Laredo, Texas, and its applicable building codes.
- 11.03 All improvements to be erected on the premises be constructed in compliance with the rules and regulations of the Federal Aviation Administration, an agency of the United States Government, or any successor agencies.
- 11.04 Should there be any conflict between Declarant's rules and regulations, and ordinances and the rules and regulations of the Federal Aviation Administration the more stringent rule or regulation shall apply.

NOISE LEVELS:

- 12.01 At no point on the premises shall the sound pressure of any individual plant or operation conducted by the Grantee (other than operation of motor vehicles, aircraft, or other conveyances of transportation or air compressors, lawn mowers or other such equipment used) exceed the decibel levels in the designated octave bands shown below:

Octave Band Cycles Per Second	Maximum Permitted Sound Level In Decibels RE 0.0002 dynes/cm ²
0 - 300	75
300 - 1200	55
1200 - 4800	45
4800 and above	40

NO VIBRATION OR SHOCK:

- 13.01. No vibration or shock perceptible to a person of normal sensibilities shall be permitted within fifty (50') feet of any property line delineating the premises.

AIR POLLUTION:

- 14.01 Any use of the premises by the Grantee which will produce smoke, gas, dust, odor, fumes, aerosols, particles, products of combustion, or other atmospheric pollutant shall be conducted within a completely enclosed building
- 14.02 Visible emissions of smoke which exceed Ringelmann No. 1 on the Ringelmann Chart of the U. S. Bureau of Mines other than motor vehicle emissions from conveyances of transportation shall not be permitted. This requirement is applicable to trash and waste material disposal. Windborne dust, sprays and mists originating in any plants upon the premises will not be permitted.
- 14.03 No plant or operation shall discharge toxic or noxious matter into the atmosphere.
- 14.04 Emission of odors detectable at any point beyond the property line of any part of the property shall not be permitted.

ILLUMINATION:

- 15.01 The maximum height of any lighting standard shall be limited to thirty (30) feet above curb level.
- 15.02 The intensity of illumination shall be limited to 10-foot candles or 0.1 lumens per square foot for open area or surfaces visible at the property line.
- 15.03 The design and location of exterior lighting shall comply in all respects to the requirements of the Federal Aviation Administration or any successor agencies and other governmental agencies having applicable jurisdiction with respect to height, type, or placement of lighting standards as they may affect the safety of flight operations at the Airport.

NO SIGNS:

The following regulations shall apply to all commercial signs displayed for observation from outside a building whether displayed on, near or within a building:

- 16.01 Permitted Signs: Grantee's commercial signs shall be limited to those identifying the uses conducted on the site and to those necessary for directional purposes. The size, design and location of all signs shall require the written approval of the Grantor or its authorized agent prior to installation. On-premise billboards and flashing signs are not permitted.
- 16.02 No other signs: Other than those permitted under Section 16.01, no billboards and flashing signs are permitted.

16.03 Area and Location: With regard to permitted signs, one sign may be permitted on the front setback line of each leasehold and one sign may be attached to the side of the building which faces a public street. The sign in the front setback line shall not exceed one (1) square foot area for each linear foot of lot frontage and shall not extend more than ten (10) feet in height above the floor line of the building. An approved product or company symbol or device may be used in addition to each sign, and on the front setback line, may extend up to any point on the building. Any such symbol or device shall be considered a sign for the purpose of this Article and shall require the written approval of the Grantor prior to installation.

16.04 Construction: All signs shall comply with all building codes of the City of Laredo and with all rules and regulations of the Federal Aviation Administration or any other successor agencies.

OUTSIDE STORAGE PROHIBITED:

17.01 Storage of vehicles, equipment, supplies or any other items outside of the building(s) is prohibited, unless the storage area is fenced and approved by the Grantor. For the purpose of this provision, the term "storage" shall mean the placing of vehicles, equipment, supplies or any other items outside the building and which vehicles, equipment, supplies or any other items do not serve an actual day-to-day business function.

NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION:

18.01. The Grantee and its successors and assigns will complete and submit to the Federal Aviation Administration (FAA) Form 7460-1, "Notice of Proposed Construction or Alteration", and receive a favorable determination from the FAA prior to commencing any construction on the property.

ENFORCEMENT:

19.01. The Declarant shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions and reservations imposed by this Declaration. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation.

SEVERABILITY:

20.01. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

COVENANTS RUNNING WITH THE LAND

- 21.01. These easements, restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the real property and shall be binding on all parties having any right, title, or interest in the Property in whole or in part, and their heirs, successors, and assigns. These easements, covenants, conditions, and restrictions shall be for the benefit of the Property, and the owner thereof.

DURATION AND AMENDMENT

- 22.01 The covenants, conditions, and restrictions of this Declaration shall be effective for a term of 50 years from the date this Declaration is recorded, after which period the covenants, conditions, and restrictions shall be automatically extended for successive periods of 10 years subject to termination by an instrument signed by the Declarant and the then owners of a least 50% of the acreage of the Property. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by the Declarant and the then owners of at least 50% of the acreage of the Property. No amendment to, or termination of, the Declaration shall be effective until recorded in the Official Property Records of Webb County, Texas.

ATTORNEYS' FEES

- 23.01 If any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs.

LIBERAL INTERPRETATION

- 24.01 This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

This declaration was approved by the City Council of the City of Laredo, that is, by the governing body of the Declarant, by Resolution No. 2006-R-014, dated February 21, 2006, and shall be filed of record in Official Property Records of Webb County, Texas, and a copy of same shall incorporated by reference in any deed executed by the Declarant as Grantor, conveying any part of the Property subject to the Declaration.

Executed on the 28th day of February, 2006

DECLARANT,
CITY OF LAREDO,
a municipal corporation

By: Larry Dovalina
Larry Dovalina
City Manager

STATE OF TEXAS

COUNTY OF WEBB

This instrument was acknowledged before me on the 28 day of February, 2006 by
Larry Dovalina, City Manager of the City of Laredo, a municipal corporation, on behalf of said
corporation.



Ruth G. Silva
Notary Public, State of Texas

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STATE OF TEXAS*
COUNTY OF WEBB*

7.1468 ACRES
OUT OF AN 8.1488 ACRE TRACT
LAREDO AIRFORCE BASE ENCLOSURE
SURVEY 799
ABSTRACT 239

Field notes describing the surface only of a parcel of land containing 7.1468 acres, more or less, out of an 8.1488 acre tract of record in volume 1251 pages 26-27 Deed Records of Webb County, Texas, situated in the City of Laredo, Webb County, Texas, being a part of the Laredo Air Force Base Enclosure, as recorded in volume 478 pages 479-481 of the Deed Records of Webb County, Texas, out of Survey 799 Abstract 239 City of Laredo, Original Grantee. Herein described parcel as shown in Survey Map RG-01-2006-LA as completed for survey and more particularly described by metes and bounds as follows, to wit:

Commencing at the southeast corner of said 8.1488 also being the point of intersection of the center line of Airpark Drive as per the Plat of the Laredo International Airpark Subdivision recorded in volume 14 page 87 Plat Records of Webb County, Texas with the northerly right of way of Saunders Avenue also known as U.S. Highway 59; Thence, N88°48'18"W for a distance of 59.57 feet to a point of deflection; Thence N47°05'50"W for a distance of 28.73 feet on the westerly right of way of said Airpark Drive to a found ½ inch iron rod for the Point of Beginning located at NAD83/NAVD88 Texas State Plane 4205 Coordinate North 17082919.9 East 671115.92 referenced from USGS Control Monument "CASA" located on U.S. Highway 59;

Thence, S47°05'50"W, for a distance of 51.38 feet along the westerly right of way of said Airpark Drive to a set ½ inch iron rod for the most southerly **southeast corner, hereof;**

Thence, along the following points of deflection on the northerly right of way line of Saunders Street also being U.S. Highway 59 as follows:

N88°48'46"W for a distance of 24.63 feet to a set ½ inch iron rod;

N82°30'30"W for a distance of 273.18 feet to a set ½ inch iron rod;

N88°48'46"W for a distance of 142.29 feet to a set ½ inch iron rod for the most southerly **southwest corner, hereof;**

Thence, along the following points of deflection on the easterly right of way of Airpark Drive as follows:

S42°00'02"E for a distance of 28.29 feet to a set ½ inch iron rod;

S02°59'58"W for a distance of 547.88 feet to a found ½ inch iron rod for the said Point of Beginning containing within these metes and bounds 7.1468 acres of land, more or less.

BASIS of BEARING: NAD83/NAVDD88, Texas State Plane 4205 Coordinates, Grid, Established on the ground using classical GPS methods from USGS Control Monument "CASA". Reference bearing Laredo International Airpark Subdivision recorded in volume 14, page 887, Plat Records of Webb County, Texas being the westerly right of way of Airpark Drive described as S02°32'W and determined on the ground to be S02°59'58"W as shown on this survey.

I, JACOB G. RATHMELL, JR., THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR, NUMBER 2896, DO HEREBY CERTIFY THAT THE ABOVE FIELD NOTES ARE A TRUE AND CORRECT REPRESENTATION OF AN ACTUAL SURVEY COMPLETED ON THE GROUND IN JANUARY OF 2006 UNDER MY DIRECT SUPERVISION AND FROM OFFICE RECORDS AVAILABLE TO THE BEST OF MY KNOWLEDGE AND BELIEF WITHOUT THE BENEFIT OF A COMPLETE TITLE EXAMINATION REPORT.



Architectural Design Guidelines
for the
Development of LAREDO INTERNATIONAL AIRPORT Properties



Architectural Design Guidelines LAREDO INTERNATIONAL AIRPORT

HISTORIC PERSPECTIVE

In 1755, Laredo, Texas, was a small ranching community on the Rio Grande river, similar in size to the townships in the original thirteen colonies. Eighty-one years later, Texas declared independence from Mexico, and Laredo became a major staging area for Santa Anna to launch his assault against the Alamo Mission one hundred fifty miles to the north in San Antonio de Bexar. When the Texans defeated Santa Anna in 1836 at the battle of San Jacinto near present day Houston, the Republic of Texas was formed. Laredo, however, remained under Mexican influence and declared its own independence in 1840 as the capital city of the new Republic of the Rio Grande, which included the Mexican states of Tamaulipas, Coahuila, and Nuevo Leon. In 1845, Laredo was annexed to the United States.

On May 7, 1942, the U.S. Government acquired from the City of Laredo approximately 2,085.43 acres for the construction of Laredo Army Air Corps Base. The main mission of the base was gunnery and gunnery maintenance training. The Government constructed runways and numerous facilities from 1942 to 1974. The base was initially deactivated in June 1947 and the base deeded to the City of Laredo. Subsequently on December 28, 1951 the base was leased to the government and it was reactivated as a result of the Korean conflict. In 1955 the City of Laredo deeded back to the U.S. Government the air base. The former air base was then deactivated in March 1974 during a period of base closings following the Vietnam War. Since then, the City of Laredo has operated the facility now known as the Laredo International Airport.

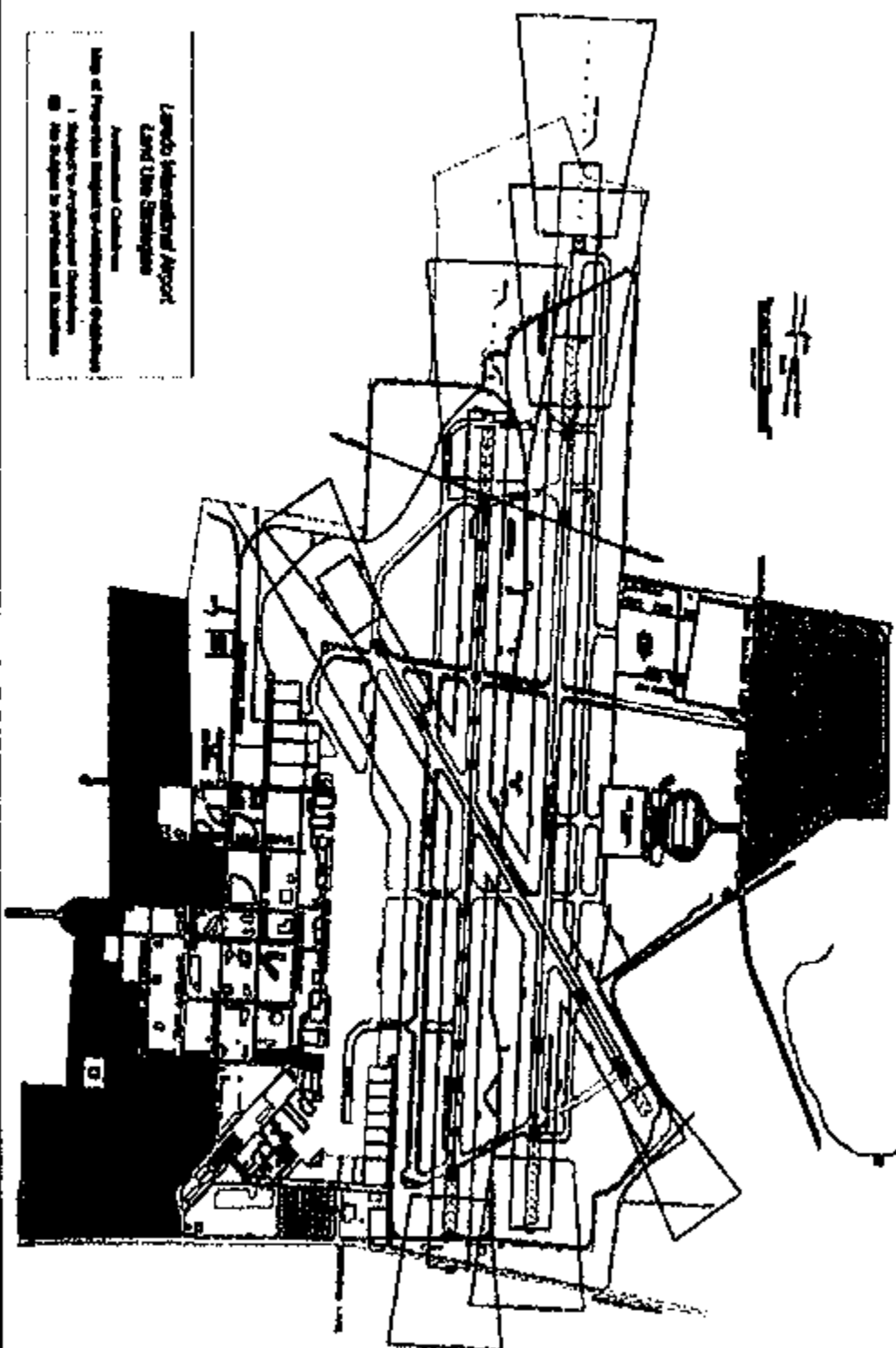
Approximately 309 acres were either deeded or sold to other federal, state, and county agencies or private firms. The remainder of the base was deeded to the City of Laredo by an Indenture Agreement dated February 1975.

Since 1975, the City of Laredo has embarked on major reconstruction and rehabilitation of the facilities acquired from the federal government. Runways have been reconstructed and numerous modern facilities constructed, such as, a passenger terminal, cargo aprons and warehouses, hangars, etc. Truly, the Laredo International Airport is an airport in transition from military to civilian use, from light trainer aircraft to large/heavy civilian aircraft requiring improved pavement designs.

Centrally located and conveniently assessed landside (non-aeronautical) properties are being developed for medical and commercial uses. A medical campus anchored by Laredo Medical Center and the University of Texas Health Science Center San Antonio are helping to attract other medical related investments.

Architectural Design Guidelines LAREDO INTERNATIONAL AIRPORT

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CITY OF LAREDO
COUNCILMAN CLAYTON BERRY
1001 WEST 10TH STREET
LAREDO, TEXAS 78401-1001

Architectural Design Guidelines LAREDO INTERNATIONAL AIRPORT

The City of Laredo's unrivaled status as an inland port has contributed to an ongoing experience of unprecedented growth, development and progress through the last decades and into the anticipated future. Consequent to this unprecedented progress the **Laredo International Airport** (and contiguous property available for development) now finds itself as the City of Laredo's geographic, demographic and commercial center. Landmark construction projects on airport property, such as the **Laredo International Airport Terminal**,

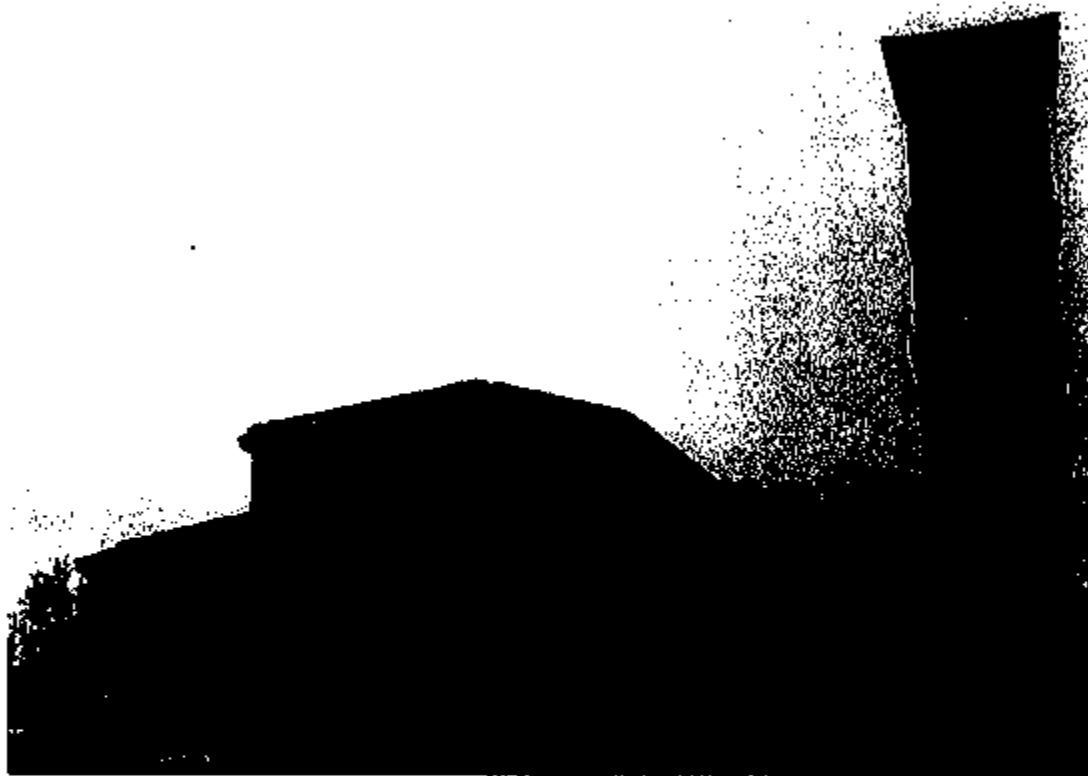


the Laredo Medical Center



Architectural Design Guidelines LAREDO INTERNATIONAL AIRPORT

and the University of Texas Health Science Center



have established new architectural standards not only for the Laredo International Airport properties but for our entire community and the region of South Texas as well.

The future is manifesting itself with new and ongoing opportunities and challenges for the Laredo International Airport as the Airport and the City continue to address themselves to the growing prosperity at hand. A challenge and a need are perceived calling for the establishment of guidelines to maintain the standards being set. In an effort not only to maintain but improve (when possible) these new architectural standards established for the airport and its properties to be developed and taking into account the impact of existing and future development on the community and the region, this document by establishing architectural design guidelines proposes to respond to the challenge and to address this need.

ARCHITECTURAL STYLE

The existing landmark buildings on the Laredo International Airport properties mentioned above have a great architectural significance for the Airport area. Additionally, they are significant for the entire Laredo community and our geographic region as well. Laredo, once perceived as being outside of the mainstream of Texas and the U. S., is now poised in the twenty-

Architectural Design Guidelines LAREDO INTERNATIONAL AIRPORT

first century as a bridge between the United States and Latin America. The opportunities for economic and inter-cultural commerce between the U. S. and the rest of North, Central and South as well as the globe, continue to increase, and the **Laredo International Airport** with its present and future developments continues to be a major influence. Consequently, the development of the Airport properties represents a major part Laredo's emergence as an international and inter-cultural center for the Americas and the rest of the world, and its design will be of significant importance to all impacted.

The architectural design of future developments must be a reflection of this broad community significance. While our twenty-first century can tempt designers to experiment with futuristic styles, it is critical that the future designs in this area contribute significantly to emphasize, maintain or improve the standards already set. This emphasis suggests that future design should reflect the origins and roots of our progressing culture, within a vocabulary that is drawn from the uniqueness of Laredo.

As the **Laredo International Airport** properties are developed through the twenty-first Century, it is anticipated that many architectural approaches may be represented. This is appropriate, and is representative of the way that most of the architecturally notable properties in the U. S. have evolved. It is very important, however, that all of the buildings on the airport lands be compatible, and that the designers of each building give considerable attention to the architecture of their predecessor buildings, and to the context of the overall architectural texture.

The existing landmark buildings on the **Laredo International Airport** properties will have a great influence on the quality and character of the remainder of the Airport properties to be developed. The style that exists in the standard setting existing buildings is one which reflects the character, spirit, history and climate of Laredo, but which does so with a vocabulary that is contemporary to the beginning of the twenty-first century. The style is derived from the Spanish, French and Mexican influences that have had a major influence on the culture of Laredo, with simple, light colored walls, recessed ornamented fenestrations, and sloped roofs. The light colored buildings sit on richly colored paving surfaces in a landscape which serves as an intimate oasis in the desert. The use of light and shadow to articulate the architectural form is important. Sanctuaries from the harsh sun and heat shape the buildings. Color is bold and prevalent, but is located within the recesses, out of the direct sun. Opportunities are maximized for crafted details and reflections of historic influences.

This is a direction for the design of future Airport properties which will provide a benchmark against which to measure the design of the future buildings.

ARCHITECTURAL GUIDELINES

Architectural design of future buildings at the airport properties shall consider the region's cultural and climatic forces. These architectural guidelines and general materials palette provide direction to meet this goal. While the guidelines are drawn from the historic influences on building in South Texas and northern Mexico, they are a point of departure for the creation of a twenty-first century development for Laredo, and not a suggestion for literal historic stylistic interpretations, which would be highly inappropriate.

Architectural Design Guidelines LAREDO INTERNATIONAL AIRPORT

Sun Control

When appropriate to program and budget parameters, covered walkways or loggias are to be included in building designs, to provide shaded walks and rest areas. These features are most important on any plaza and/or courtyard sides of the buildings. Building fenestrations will use deep overhangs, projecting cornices and/or deep-set windows for shading. Insulated glass with a high performance, low emission coating in conjunction with tinted glass will be used. Additionally, ornamental grillwork may be considered to further block direct solar heat gain at glazed openings.

Roofs

Roofs are to be low slope hipped roofs, a style that is common in the South Texas and northern Mexico architectural styles with Mediterranean influences. These roofs will add a great deal of character and color and will provide loft space for mechanical penthouses, offices, storage or other uses as the program of requirements may dictate. Mechanical equipment, even if roof mounted, is not to be visible from the ground or from any anticipated future buildings.

Flat terra cotta roofing tiles are the primary preferred roofing material. These tiles may be enhanced by the use of glazed tiles to create patterns and textures for additional architectural expression or interest. Concrete tile is inappropriate, due to fading and efflorescence over time. Barrel shaped clay tile is also inappropriate due to its identity with Southern California and tropical Latin America, neither of which is representative of Laredo.

Walls

The intense sun and sandy ochre color of the Laredo brush country inspire the use of materials which reflect light and are compatible with the color of the land. The predominant wall material should be face brick of an "FBS" (face brick standard) specification quality. Laredo has an established building tradition which uses sand faced bricks of Mexican origin. Similar materials are available today in Texas, in buff colored offerings which are of FBS Specification quality.

Sandstone, limestone and shellstone from Texas sources may be used as banding or for articulation around major doorways and windows in the tradition of either the Spanish "Plateresque" style or the French inspired state buildings of Monterrey, Nuevo Leon, Mexico.

The more major buildings should consider use of stone, as budget parameters permit. A limited use granite such as black or deep green polished granite may appropriate for column or wall base locations. Granite with a non-skid finish may also be used as paving, sills, steps and curbing, as budget parameters permit.

Following the oldest of Spanish architectural traditions, the use of ceramic tile in complex geometric patterns is suggested on vertical surfaces under all loggias or porches. These fields of patterns and colors can also be used in major lobby or public spaces within buildings.

The site landscape architecture of the airport properties shall form the settings for buildings whose individual architectural design may vary as the development evolves. To provide an effective setting for this architectural variety, it is important that the site design provide constancy through the life of the development.

Because Laredo's climate is moderate during most of the year, the heart of any site design is to be an oasis within which the building(s) sit, providing a pleasing outdoor environment for social interaction.

Architectural Design Guidelines LAREDO INTERNATIONAL AIRPORT

To unify the developments, it is important that site design elements be drawn from the same vocabulary as the buildings. To set the style for future designs, the architecture of the existing landmark buildings and the landscape architecture should be developed as an integral whole. The building architectural elements should be reflected in site construction elements, and the buildings should be designed to acknowledge possible plazas, courtyards and pedestrian ways that will provide a unifying structure.

Paved Surfaces

The plazas and courtyards are to provide a richly colored surface upon which light colored buildings sit. Appropriate paving materials will be brick which complements the building brick or stone, "Cantera" stone, exterior grade porcelain tile and the higher quality range of pre-cast concrete unit pavers. For walkways, minor plazas and courtyards, these materials may be used primarily as accents instead of field paving, with fields being concrete with sandblasted and exposed aggregate finishes. Special paving in roadways at pedestrian crossings, entries and other accent areas should be pre-cast concrete unit pavers, with patterns, colors and detailing to reflect plaza and courtyard paving treatments.

Site Structures

The site structures, such as gateways, fences, seat walls, sign walls, etc., are to reflect the architecture of the buildings to be designed. They should draw from the same Spanish, French and Mexican influences as the building architecture, and should reflect the same materials and detailing.

Site Furnishings

Outdoor seating with will be part of the hard-scape design should be designed predominantly with seat walls. The slope of the sites shall provide gradual, but measurable drops across buildings that will allow changes of grade to be taken up with low retaining walls. These walls should reflect the architectural detailing of the adjacent buildings, with caps at comfortable seating heights of 15 to 18 inches. Other necessary site furnishings, such as sign structures, trash receptacles, bicycle racks, etc., will be primarily catalog items, though these must be carefully selected to reflect the architectural style of the future designs.

Water Features

Within the exterior spaces, i.e. courtyards, fountains will be very important elements. Exterior spaces should have a fountains or water features (as long as they do not constitute an attractive nuisance), to the extent that budget parameters permit. The fountain mechanics should be simple, with submersible pumps for ease of maintenance. The desired effect is for fountains that provide a relaxing focal point, and a soothing background sound and not necessarily for fountain gymnastics.

PUBLIC ART

The use of "appropriate" public art in exterior settings is highly encouraged.

PLANT MATERIALS

The following representative list of plant materials when used may provides a "green" environment, rather than a desert landscape, with plant materials which are hardy in Laredo, have low or moderate water and maintenance requirements, and includes a high proportion of

Architectural Design Guidelines LAREDO INTERNATIONAL AIRPORT

xeriscape and native plants. The final plant palette should be compatible with these requirements, and with the plant materials on this list.

The following list of plants is presented in three categories;

1. Green Zone – the landscaping area closest to the building(s).
2. Natural Buffer zone – the landscaping area between the green zone and the margins of existing vegetation where appropriate.
3. Xeriscape zone – the landscaping area between the fringes of the natural buffer zone and the existing vegetation. This list includes only plants that are native to the existing area.

Green Zone	Shade Trees	Pecan	<i>Carya illinoensis</i>
		Montezuma Cypress	<i>Taxodium distichum</i> 'Montezuma'
		Texas Red Oak	<i>Quercus texana</i>
	Live Oak	<i>Quercus virginiana</i>	
	Ornamental Trees	Texas Madrone	<i>Arbutus texana</i>
		Redbud	<i>Cercis canadensis</i>
		Mexican Olive	<i>Cordia boissieri</i>
		Yaupon	<i>Ilex vomitoria</i>
		Crape Myrtle	<i>Lagerstroemia indica</i>
		Eldarica Pine	<i>Pinus eldarica</i>
		Mexican Plum	<i>Prunus mexicana</i>
		Texas Palmetto	<i>Sabal texana</i>
		Texas Mountain Laurel	<i>Sophora secundiflora</i>
	Mexican Fan Palm	<i>Washingtonia robusta</i>	
	Shrubs	Dwarf Yaupon	<i>Ilex vomitoria 'nana'</i>
		Firecracker	
		Dwarf Crape Myrtle	<i>Lagerstroemia indica 'nana'</i>
		Texas Sage	<i>Leucophyllum frutescens</i>
		Ligustrum	<i>Ligustrum lucidum</i>
		Nandina	<i>Nandina domestica</i>
		Oleander	<i>Nerium oleander</i>
		Indian Hawthorne	<i>Raphiolepis indica</i>
	Vines	Bougainvillea	<i>Bougainvillea sp.</i>
		Trumpet Vine	<i>Campsis radicans</i>
		Fig Ivy	<i>Ficus pumila</i>
		Carolina Jessamine	<i>Celsemium sempervirens</i>
Ground Covers	English Ivy	<i>Hedera helix</i>	
	Liriope	<i>Liriope muscari</i>	
	Moneysuckle	<i>Lonicera sempervirens</i>	
	Mondo Grass	<i>Ophiopogon japonicus</i>	
	Asian Jasmine	<i>Trachelospermum asiaticum</i>	
Grass	San Augustine Grass		
	Bermuda grass		
	(Appropriate) new hybrid grass		

Architectural Design Guidelines LAREDO INTERNATIONAL AIRPORT

Natural Buffer Zone	Shade Trees	Guajillo Huisache Guyacan Mesquite	<i>Acacia bartlandieri</i> <i>Acacia farnesiana</i> <i>Portieria augustifolia</i> <i>Prosopis juliflora</i>
	Shrubs	Algerita(Agarita) Creosote Bush Texas Sage Yucca	<i>Berberis trifoliolata (Mahonia trifoliolata)</i> <i>Larrea tridentata</i> <i>Leucophyllum frutescens</i> <i>Yucca constricta</i>
	Cacti	Pencil Cactus Prickly Pear	<i>Opuntia leptocaulis</i> <i>Opuntia lindheimeri</i>
Xeriscape Zone	Shade Trees	Huisache Honey Locust Texas Ebony Mesquite Soapberry	<i>Acacia farnesiana</i> <i>Gleditsia triacanthos</i> <i>Pithecellobium flexicaule</i> <i>Prosopis juliflora</i> <i>Sapindus drummondii</i>
	Ornamental Trees	Desert Willow Possumhaw Yaupon Eldarica Pine Guayacan Mexican Plum Texas Palmetto Texas Mountain Laurel Mexican Fan Palm	<i>Chilopsis linearis</i> <i>Ilex deciduas</i> <i>Ilex vomitoria</i> <i>Pinus eldarica</i> <i>Portieria augustifolia</i> <i>Prunus mexicana</i> <i>Sabal texana</i> <i>Sophora secundiflora</i> <i>Washingtonia robusta</i>
	Shrubs	Red Yucca Dwarf Yaupon Texas Sage Oleander	<i>Hesperaloe parvifolia</i> <i>Ilex vomitoria 'nana'</i> <i>Leucophyllum frutescens</i> <i>Nerium oleander</i>

ORIGINAL

ORDINANCE NO. 2002-O-195

AMENDING ORDINANCE NO. 99-0-242 DATED AUGUST 23, 1999, ESTABLISHING AND ADOPTING COMMERCIAL AIRCRAFT LANDING FEES AND LANDING FEE RATES FOR THE LAREDO INTERNATIONAL AIRPORT, AS FOLLOWS: AMENDING SECTION 2 TO INCLUDE A NON-SIGNATORY AIRLINE CATEGORY AND NON-SIGNATORY LANDING FEE OF \$0.90 (NINETY CENTS) PER THOUSAND POUNDS; SECTION 5 IS DELETED; SECTION 6 IS AMENDED TO DELETE THE REQUIREMENT THAT THE AIRPORT FIRST INVOICE AIRLINE TO RECEIVE LANDING FEE PAYMENTS; SECTION 7 IS AMENDED SO AS TO NOT EXEMPT COMMERCIAL AIRLINES FROM PAYING A LANDING FEE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Airport Director recommends that the City Council approve the proposed commercial aircraft landing fees and landing fee rate ordinance, in furtherance of the development of the Laredo International Airport and as a support to the maintenance and operation of the Laredo International Airport.

WHEREAS, the Airport Advisory Board finds that said Ordinance is in the best interest of the Airport; and

WHEREAS, the City Council of the City of Laredo is of the same opinion.

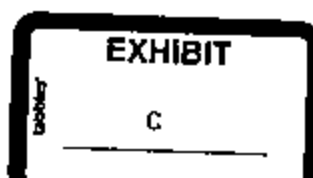
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: Definitions:

"Laredo International Airport" or "Airport": That certain area administered by City of Laredo pursuant to Indenture from the United States of America to the City of Laredo, dated February 21, 1975, and consisting of all the area bounded by Saunders Street to the South, McPherson Avenue to the West, Lake Casa Blanca to the East and undeveloped land to the North, and being more particularly described in that certain Deed of Indenture filed in Volume 478 at page 471 of the Deed of Records of Webb County, Texas, this also includes the Airport Director.

Airline: Any provider of scheduled or non-scheduled air carrier service to include air feeder line, supplemental air carrier, charter service or air taxi service.

Commercial aircraft: Any aircraft operated either for passenger or cargo purposes on scheduled or non-scheduled flights, by a scheduled air carrier, an air feeder line, a supplemental air carrier, a charter service or an air taxi service.



LAREDO INTERNATIONAL AIRPORT AMENDED LANDING FEE ORDINANCE

"Maximum certificated gross landing weight" the maximum landing weight approved by the Federal Aviation Administration, or its successor in duties, for landing that aircraft at Airport.

"Fee Landings" (in the singular, or in the plural form) the actual landings of aircraft by the Airline at Airport, whether such be in revenue, or non-revenue service, except those which return to Airport prior to landing at another airport for weather, mechanical, or emergency reasons.

"Signatory Airlines" shall mean those airlines, including code sharing or affiliates of such airlines, providing Air Transportation to and from the Airport that have executed agreements with Airport.

Section 2: The Landing Fees shall be determined by multiplying the Land Fee Rate times the total number of thousand pounds of maximum certificated gross landing weight of Airline's aircraft making Fee Landings at Airport.

The Landing Fee Rate for Signatory Airlines shall be \$0.60 (sixty cents) beginning on January 1, 2001 and will be so until this Ordinance is amended by City of Laredo.

The Landing Fee Rate for Non-Signatory Airlines shall be \$0.90 (ninety cents) effective sixty (60) days from the date of the public hearing at which this Ordinance is approved and will be so until this Ordinance is amended by City of Laredo.

Section 3: Airline shall furnish to Airport on or before, the fifteenth (15th) day of each month, a written report, in a form approved by Airport, showing Airline's Fee Landings at Airport during the preceding month; such report shall include the number and the type of aircraft and the maximum certificated gross landing weight thereof and to include the net cargo landed and enplaned at Airport.

Section 4: Airline and ground Handling providers shall report to Airport on or before the fifteenth (15th) day of each month for the preceding month, a written report, showing the number of aircraft landings by types of aircraft, for which it provided ground handling services of any kind, to include Airlines which do not have written agreements with Airport to use the Airport, and the names and addresses of operators of such aircraft.

~~Section 5: On or before the tenth (10th) day following receipt of written report from Airline, Airport will transmit to Airline an invoice for Landing Fees due for the preceding month.~~ Section 5 is deleted.

Section 6 5: Airline shall pay to Airport the Landing Fees due for the preceding month within twenty (20) days of the succeeding month

If Airline fails to pay said Landing Fees when due and payable as stated,

LAREDO INTERNATIONAL AIRPORT AMENDED LANDING FEE ORDINANCE

herein, then Airline shall pay interest to Airport, calculated at the rate of one and one half percent per month, calculated on a daily basis.

Section 7.6: Notwithstanding anything to the contrary contained herein, Airline shall ~~be~~ be exempt from paying Landing Fees on a particular landing or landings when the Airline purchased aviation fuel at Airport corresponding to that landing or landings and paid the Fuel Flowage Fee charged on fuel sales.


Section 8.7: The City Manager be and is hereby authorized to implement the commercial aircraft landing fees and landing rate ordinance for the Laredo International Airport.

Section 9.8: This Ordinance shall become effective upon the expiration of sixty (60) days from the date of the public hearing at which this Ordinance is approved, in accordance with Section 6.10 of the City Charter.


PASSED BY THE CITY COUNCIL AND APROVED BY THE MAYOR ON
THIS THE 19th DAY OF AUGUST, 2002.


ELIZABETH G. FLORES
MAYOR

ATTEST:


GUSTAVO GUEVARA, JR.
CITY SECRETARY
APPROVED AS TO FORM:

JAIME L. FLORES
CITY ATTORNEY

BY: 
VALERIA M. ACEVEDO
ASSISTANT CITY ATTORNEY

PUBLICATION DATE:
AUGUST 30, 2002

COUNCIL COMMUNICATION

DATE: 8-19-02	SUBJECT: FINAL READING OF ORDINANCE NO.2002-O-195 Authorizing the City Manager to amend Ordinance No. 99-O-242 dated August 23, 1999, Establishing and Adopting Commercial Aircraft Landing Fees and Landing Fee Rates for the Laredo International Airport, as follows: Section 2 is amended to include a non-signatory airline category and non-signatory landing fee of \$0.90 (ninety cents) per thousand pounds; Section 5 is deleted; Section 6 is amended to delete the requirement that the airport first invoice airline to receive landing fee payments; Section 7 is amended so as to not exempt commercial airlines from paying a landing fee; providing for an effective date.		
INITIATED BY: Cynthia Collazo Assistant City Manager		STAFF SOURCE: Jose L. Flores Airport Director	
PREVIOUS ACTION: On August 5, 2002, Ordinance was introduced by City Council, and Staff was instructed to proceed.			
BACKGROUND: This amendment applies to all commercial scheduled and non-scheduled passenger and cargo as well as air feeder line, supplemental air carrier, charter service and air taxi service. Commercial airlines purchasing aviation fuel will no longer be exempt from the paying landing fees or fuel flowage fees. A survey of airports in our region revealed that Brownsville, McAllen, Harlingen and Corpus Christi charge both fees to the commercial service airlines.			
<u>Airport</u>	<u>Landing Fee (Signatory)</u>	<u>Landing Fee Non-Signatory</u>	<u>Fuel Flowage Fee</u>
McAllen	\$0.80	N/A	\$0.04
Harlingen	0.66	N/A	0.04
Brownsville	0.52	\$0.68	0.06
Corpus Christi	1.12	N/A	0.0625
Laredo	0.60	0.90 Proposed	0.055
San Antonio	1.00	\$1.00	
Non-Signatory Airlines are those airlines w/o an agreement with the airport and are typically charters with infrequent operations, it takes a greater effort to track and collect landing fees and landing reports from the non-signatory airlines.			
The Airport is experiencing increased operating expenses to maintain and secure the airport, as well as needing to fund its capital improvements program.			
FINANCIAL IMPACT : Landing Fee Revenues Account No. 242-0000-361-2061 Projected Revenues for FY 02-03: \$120,000.00			
COMMITTEE RECOMMENDATION: The Airport Advisory Committee recommends approval.		STAFF RECOMMENDATION: That the City Manager be authorized to implement said Ordinance.	

ORDINANCE NO. 2005-O-243

AMENDING ORDINANCE NO. 2002-O-195 DATED AUGUST 19, 2002, ESTABLISHING AND ADOPTING COMMERCIAL AIRCRAFT LANDING FEES AND LANDING FEE RATE FOR THE LAREDO INTERNATIONAL AIRPORT, AS FOLLOWS: INCREASE THE SIGNATORY LANDING FEE RATE FROM \$0.60 TO \$0.75, ADD A NON-SIGNATORY NON-TENANT AIRLINE CATEGORY AT A RATE OF \$1.20 PER THOUSAND POUNDS OF GROSS LANDED WEIGHT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Airport Director recommends that the City Council approve the proposed commercial aircraft landing fees and landing fee rate ordinance, in furtherance of the development of the Laredo International Airport and as a support to the maintenance and operation of the Laredo International Airport.

WHEREAS, the Airport Advisory Committee finds that said ordinance is in the best interest of the Airport and recommends that the City Council approve the proposed ordinance; and

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

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

Section 1: Definitions:

"Laredo International Airport" or "Airport": That certain area administered by City of Laredo pursuant to Indenture from the United States of America to the City of Laredo, dated February 21, 1975, and consisting of all the area bounded by Saunders Street to the South, McPherson Avenue to the West, Lake Casa Blanca to the East and undeveloped land to the North, and being more particularly described in that certain Deed of Indenture filed in Volume 478 at page 471 of the Deed of Records of Webb County, Texas, this also includes the Airport Director.

Airline: Any provider of scheduled or non-scheduled air carrier service to include air feeder line, supplemental air carrier, charter service or air taxi service.

Commercial aircraft: Any aircraft operated either for passenger or cargo purposes on scheduled or non-scheduled flights, by a scheduled air carrier, an air feeder line, a supplemental air carrier, a charter service or an air taxi service.

"Maximum certificated gross landing weight" the maximum landing weight approved by the Federal Aviation Administration, or its successor in duties, for landing that aircraft at Airport.

"Fee Landings" (in the singular, or in the plural form) the actual landings of aircraft by the Airline at Airport, whether such be in revenue, or non-revenue service, except those which return to Airport prior to landing at another airport for weather, mechanical, or emergency reasons.

"Signatory Airlines" shall mean those airlines, including code sharing or affiliates of such airlines, providing Air Transportation to and from the Airport that have executed agreements with Airport.

"Non-Signatory Tenant Airlines" shall mean those airlines, including code sharing or affiliates of such airlines, providing Air Transportation to and from the Airport that do not have an executed agreement with Airport with respect to paying and reporting landing activity and lease or sublease space at Airport.

"Non-Signatory Non-Tenant Airlines" shall mean those airlines, including code sharing or affiliates of such airlines, providing Air Transportation to and from the Airport that do not have an executed agreement with Airport with respect to paying and reporting landing activity and do not lease or sublease space at Airport.

Section 2: The Landing Fees shall be determined by multiplying the Land Fee Rate times the total number of thousand pounds of maximum certificated gross landing weight of Airline's aircraft making Fee Landings at Airport.

The Landing Fee Rate for Signatory Airlines shall be ~~\$0.60 (sixty cents)~~ \$0.75 (Seventy-Five Cents) beginning on January 1, 2006 and will be so until this Ordinance is amended by City of Laredo.

The Landing Fee Rate for Non-Signatory Tenant Airlines shall be \$0.90 (Ninety Cents) until this Ordinance is amended by City of Laredo.

The Landing Fee Rate for Non-Signatory Non-Tenant Airlines shall be \$1.20 (One Dollar and Twenty Cents) until this Ordinance is amended by City of Laredo.

The effective date of increase in rate or new rate shall be sixty (60) days from the date of the public hearing at which this Ordinance is approved and will be so until this Ordinance is amended by City of Laredo.

Section 3: Airline shall furnish to Airport on or before, the fifteenth (15th) day of each month, a written report, in a form approved by Airport, showing Airline's Fee Landings at Airport during the preceding month; such report shall include the number and the type of

LAREDO INTERNATIONAL AIRPORT AMENDED LANDING FEE ORDINANCE

aircraft and the maximum certificated gross landing weight thereof and to include the net cargo landed and enplaned at Airport.

Section 4: Airline and ground Handling providers shall report to Airport on or before the fifteenth (15th) day of each month for the preceding month, a written report, showing the number of aircraft landings by types of aircraft, for which it provided ground handling services of any kind, to include Airlines which do not have written agreements with Airport to use the Airport, and the names and addresses of operators of such aircraft.

Section 5: Is deleted.

Section 6: Airline shall pay to Airport the Landing Fees due for the preceding month within twenty (20) days of the succeeding month If Airline fails to pay said Landing Fees when due and payable as stated, herein, then Airline shall pay interest to Airport, calculated at the rate of one and one half percent per month, calculated on a daily basis.

Section 7: Notwithstanding anything to the contrary contained herein, Airline shall not be exempt from paying Landing Fees on a particular landing or landings when the Airline purchased aviation fuel at Airport corresponding to that landing or landings and paid the Fuel Flowage Fee charged on fuel sales.

Section 8: The City Manager be and is hereby authorized to implement the commercial aircraft landing fees and landing rate ordinance for the Laredo International Airport.

Section 9: This Ordinance shall become effective upon the expiration of sixty (60) days from the date of the public hearing at which this Ordinance is approved, in accordance with Section 6.10 of the City Charter.

PASSED BY THE CITY COUNCIL, AND APROVED BY THE MAYOR ON
THIS THE 3rd DAY OF October, 2005.


ELIZABETH G. FLORES
MAYOR

ATTEST:


GUSTAVO GUEVARA, JR.
CITY SECRETARY

LAREDO INTERNATIONAL AIRPORT AMENDED LANDING FEE ORDINANCE

APPROVED AS TO FORM:
JAIME L. FLORES
CITY ATTORNEY

BY: Valeria M. Acevedo
VALERIA M. ACEVEDO
ASSISTANT CITY ATTORNEY



Year

Email:

Signature

COUNCIL COMMUNICATION

DATE: 09/19/2011	SUBJECT: Final Reading Ordinance No. 2011-O-132 Authorizing the City Manager to amend the Lease agreement approved by Ordinance No. 2011-O-030 with Uni-Trade Forwarding, L.C., as Lessee, and the City of Laredo as Lessor, to add an additional 22,394 square feet increasing the leased premises to approximately 2.017-acres (87,860 square feet) located at 4600 Maher Avenue and known as Lot No. 1-B-1A, Block No. 1 at the Laredo International Airport to enable Lessee's development of the property. Initial monthly rental will increase accordingly from \$1,800.00 to approximately \$2,416.00, providing for effective date.	
INITIATED BY: Jesus M. Olivares Assistant City Manager		STAFF SOURCE: Jose L. Flores, Airport Manager
PREVIOUS COUNCIL ACTION: None.		
BACKGROUND: The City of Laredo solicited lease proposals from the public to be received on January 13, 2011. Uni-Trade Forwarding, L.C. was the sole proponent for this property. Uni-Trade Forwarding, L.C., met all requirements from proposal specifications, wishes to enter into the land lease, and proposes to construct a dry and cold storage warehouse/air cargo facility to include office space of not less than 25,000 square feet. Said improvements will be used and occupied solely for the purpose of providing air cargo logistics services, transportation and Customs Clearing services. In addition, the Lessee proposes to furnish beautification improvements. Uni-Trade Forwarding, L.C. is also a Foreign Trade Zone Operator since 2009 and is in good standing. LESSOR is requesting to lease additional (22,394 square feet) land because its scope of the project requires additional space to fully develop and to be better prepared for future growth. The building design will be such that a portion or all of the building improvement can be converted to hangar space.		
FINANCIAL IMPACT: Aeronautical Land Rent Revenues 242-0000-361-2070 \$1,800.00 Per Month x 12 Months = \$21,600.00 is hereby amended to \$2,416.00 Per Month x 12 Months = \$28,992 effective the first day of the month immediately following City Council approval of this amendment.		
COMMITTEE RECOMMENDATION: On August 02, 2011, the Airport Advisory Committee considered this item and recommends approval.		STAFF RECOMMENDATION: Approval of this Ordinance.

ORDINANCE NO. 2011-O-132

AUTHORIZING THE CITY MANAGER TO AMEND THE LEASE AGREEMENT APPROVED BY ORDINANCE NO. 2011-O-030 WITH UNI-TRADE FORWARDING, L.C., AS LESSEE, AND THE CITY OF LAREDO AS LESSOR, TO ADD AN ADDITIONAL 22,394 SQUARE FEET OF LAND INCREASING THE LEASED PREMISES TO APPROXIMATELY 2.017-ACRES (87,860 SQUARE FEET) LOCATED AT 4600 MAHER AVENUE AND KNOWN AS LOT NO. 1-B-1A, BLOCK NO. 1 AT THE LAREDO INTERNATIONAL AIRPORT TO ENABLE LESSEE'S DEVELOPMENT OF THE PROPERTY. INITIAL MONTHLY RENTAL WILL INCREASE ACCORDINGLY FROM \$1,800.00 TO APPROXIMATELY \$2,416.00, PROVIDING FOR EFFECTIVE DATE. (PENDING SURVEY TO PRECISELY DETERMINE THE SQUARE FOOTAGE AND ADDITIONAL LAND)

WHEREAS, the Airport Manager recommends that the City Council approve the proposed lease amendment between the City of Laredo, as LESSOR, and Uni-Trade Forwarding, L.C. as LESSEE, to add an additional approximate 22,394 square feet of land increasing the leased premises to approximately 2.017 acres (87,860 square feet) of land located at 4600 Maher Avenue and known as Lot No. 1-B-1A, Block No. 1, at the Laredo International Airport, as a contract and in furtherance of the development of the Laredo International Airport and as a support to the maintenance and operation of the Laredo International Airport;

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

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

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

Section 1: The City Manager be hereby authorized to execute a lease amendment with Uni-Trade Forwarding, L.C., to add an additional approximate 22,394 square feet of land increasing the leased premises to approximately 2.017 acres (87,860 square feet) of land located at 4600 Maher Avenue and known as Lot No. 1-B-1A, Block No. 1, at the Laredo International Airport, a copy of which lease is attached hereto as Exhibit A, and incorporated herein as if set out at length for all intents and purposes.

Section 2: This Ordinance shall become effective upon passage hereof.

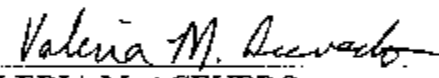
PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON
THIS THE 19th DAY OF September, 2011.


RAUL O. SALINAS
MAYOR

ATTEST:


GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

BY: 
VALERIA M. ACEVEDO
ASSISTANT CITY ATTORNEY

STATE OF TEXAS*
COUNTY OF WEBB*

TRACT 1-B-1A
2.017 ACRES
OUT OF BLOCK 1
LAREDO AIRPORT SUBDIVISION
CITY OF LAREDO, TEXAS

Field notes describing Tract 1-B-1A, 2.017 acres of land out of Block 1 of the Laredo Airport Subdivision, recorded in volume 5, page 1 of the Webb County Plat Records.
Herein described tract as shown on SURVEY MAP STDS-082011-LA-BLK1 and more particularly described by metes and bounds as follows, to wit:

Point of Beginning at a found iron rod at the most westerly southeast corner of Tract 1-B-1A, being also the most westerly northeast corner of Tract 1-B-2 out of Block 1 of the above mentioned Laredo Airport Subdivision.

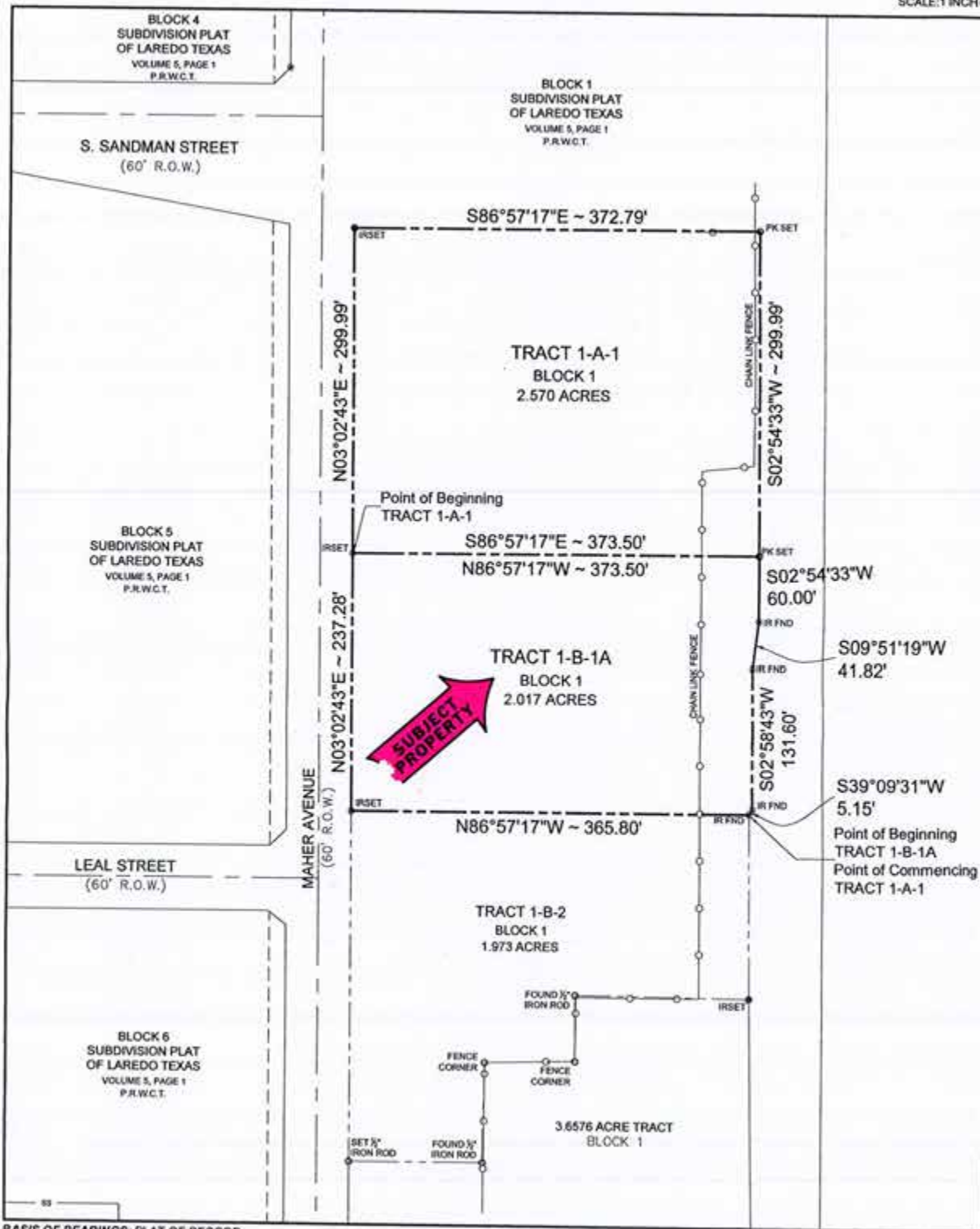
Thence N 86°57'17" W, along the common division line of said Tracts 1-B-2 and 1-B-1A, a distance of 365.80 feet to a set ½ inch iron rod on the easterly right-of-way line of Maher Avenue, for the southwest corner, being also the northwest corner of Tract 1-B-2, hereof;

Thence N 03°02'43" E, along the westerly boundary line of Block 1 of the Laredo Airport Subdivision and the easterly right-of-way line of Maher Avenue, a distance of 237.28 feet to a ½ inch iron rod set for the northwest corner, being also the southwest corner of Tract 1-A-1, hereof;

Thence S 86°57'17" E along the common division line of this tract and Tract 1-A-1, at an approximate distance of 320.90 feet crosses an existing chain link fence and then continuing to a set PK on the existing concrete paving for a total distance of 373.50 feet and the northeast corner, hereof;

SURV MAP STDS-082011-L -BLK1

SHOWING PROPERTY BOUNDARY SURVEY OF
TRACT 1-A-1 CONTAINING 2.570 ACRES OF LAND, MORE OR LESS AND
TRACT 1-B-1A CONTAINING 2.017 ACRES OF LAND, MORE OR LESS
OUT OF BLOCK 1, LAREDO AIRPORT SUBDIVISION
RECORDED IN VOLUME 5, PAGE 1, PLAT RECORDS OF WEBB COUNTY, TEXAS



BASIS OF BEARINGS: PLAT OF RECORD

STATE OF TEXAS
COUNTY OF WEBB

I, JACOB G. RATHMELL JR., THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR, No. 2896, DO HEREBY CERTIFY THAT THE SURVEY MAP SHOWN IS TRUE AND CORRECT TO MY BEST KNOWLEDGE AND BELIEF AND WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND DURING UNDER MY DIRECTION AND FROM OFFICE RECORDS AVAILABLE WITHOUT THE BENEFIT OF A COMPLETE TITLE EXAMINATION REPORT.

WITNESS MY HAND AND SEAL



8-12-2011

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

STATE OF TEXAS)(

COUNTY OF WEBB)(

LEASE AMENDMENT

This Lease Amendment is made and entered into by and between the City of Laredo, a home rule city hereinafter referred to as "LESSOR" and Uni-Trade Forwarding, L.C., hereinafter referred to as "LESSEE".

WHEREAS, LESSOR and LESSEE agree to amend the Lease agreement approved by Ordinance No. 2011-O-030 with Uni-Trade Forwarding, L.C., as Lessee, and the City of Laredo as Lessor, to add an additional 22,394 square feet increasing the leased premises to approximately 2.017-acres (87,860 square feet) located at 4600 Maher Avenue and known as Lot No. 1-B-1A, Block No. 1 at the Laredo International Airport to enable Lessee's development of the property. Initial monthly rental will increase accordingly from \$1,800.00 to approximately \$2,416.00, providing for effective date, all other terms and conditions remain unchanged and in effect.

WITNESSETH

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

WHEREAS, the LESSOR has determined that it is advantageous to itself, its citizenry, and the operation of its airport to amend the subject lease;

NOW, THEREFORE, THE LESSOR and LESSEE for and in consideration of the covenants and agreements embodied below, do hereby covenant and agree as follows: to amend the lease agreement approved by Ordinance No. 2011-O-030 with Uni-Trade Forwarding, L.C., as Lessee, and the City of Laredo as Lessor, to add an additional 22,394 square feet increasing the leased premises to approximately 2.017-acres (87,860 square feet) located at 4600 Maher Avenue and known as Lot No. 1-B-1A, Block No. 1 at the Laredo International Airport to enable Lessee's development of the property. Initial monthly rental will increase accordingly from \$1,800.00 to approximately \$2,416.00, providing for effective date. All other terms and conditions remain unchanged and in effect.

AMENDMENT LEASE AGREEMENT BETWEEN THE CITY OF LAREDO AND UNITRADE FORWARDING.

EXECUTED on this 19th day of September, 2011.

LESSOR:

CITY OF LAREDO, a Municipal Corporation

BY: 

Carlos Villarreal, City Manager

ATTEST:



GUSTAVO GUEVARA, JR.
CITY SECRETARY



APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

BY: Valeria M. Acevedo

VALERIA M. ACEVEDO
ASSISTANT CITY ATTORNEY

LESSEE: UNI-TRADE FORWARDING L.C.

BY: 

Name: LUIS H. HINOJOSA

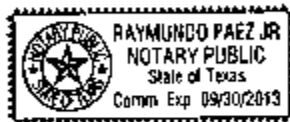
Title: PRESIDENT


AMENDMENT LEASE AGREEMENT BETWEEN THE CITY OF LAREDO AND UNITRADE FORWARDING.

STATE OF TEXAS)(

COUNTY OF WEBB)(

This instrument was acknowledged before me on the 19th day of September, 2011, by Luis H. Hinojosa, President of UniTrade Forwarding, LC,




NOTARY PUBLIC, STATE OF TEXAS
My Commission expires 09/30/2013

ORDINANCE NO. 2015-O-098

AUTHORIZING THE CITY MANAGER TO AMEND THE LEASE AGREEMENT APPROVED BY ORDINANCE NO. 2011-O-030 WITH UNI-TRADE FORWARDING, LLC., AS LESSEE, AND THE CITY OF LAREDO AS LESSOR, TO ASSIGN LESSEE'S LEASE AGREEMENT TO 4-G INVESTMENTS, LLC., AS ASSIGNEE, AN AFFILIATE COMPANY OF UNI-TRADE FORWARDING, LLC.; ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME AND IN EFFECT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Airport Manager recommends that the City Council approve Lessor's Consent to an assignment of the Lease Agreement approved by Ordinance No. 2011-O-030 dated March 21, 2011 between the City of Laredo as LESSOR and Uni-Trade Forwarding, LLC., as LESSEE of approximately 87,860 sq. ft. at the Laredo International Airport and approving said lease is assigned to 4-G Investments, LLC., as ASSIGNEE. All terms and conditions remain the same and in effect, and in furtherance of the development of the Laredo International Airport;

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


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

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

Section 1: The City Manager be hereby authorized to execute Lessor's Consent to an assignment of the Lease Agreement approved by Ordinance No. 2011-O-030 dated March 21, 2011 between the City of Laredo as LESSOR and Uni-Trade Forwarding, LLC., as LESSEE of approximately 87,860 sq. ft. at the Laredo International Airport and approving said lease is assigned to 4-G Investments, LLC., as ASSIGNEE. All terms and conditions remain the same and in effect, and a copy of which assignment is attached hereto as Exhibit A, and incorporated herein as if set out at length for all intents and purposes.

Section 2: This Ordinance shall become effective upon passage hereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON
THIS THE 3rd DAY OF August, 2015.


PETE SAENZ
MAYOR

ATTEST:


GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:


BY: Raul Casso
RAUL CASSO
CITY ATTORNEY



Final Reading of Ordinances

City Council-Regular

Meeting Date: 08/03/2015

Initiated By: Jesus Olivares, City Manager

Staff Source: Jose Luis Flores

SUBJECT

2015-O-098 Authorizing the City Manager to amend the lease agreement approved by Ordinance No. 2011-O-030 with Uni-Trade Forwarding, LLC., as Lessee, and the City of Laredo as Lessor, to assign Lessee's lease agreement to 4-G Investments, LLC., as Assignee, an affiliate company of Uni-Trade Forwarding, LLC. All other terms and conditions remain the same and in effect; providing for an effective date.

PREVIOUS COUNCIL ACTION

City Council approved Ordinance No. 2011-O-032 on September 19, 2011.

BACKGROUND

Section 7.05 ASSIGNMENT AND TRANSFER: reads as follows,

"LESSEE shall have the right and privilege to assign or transfer this Lease subject to the prior written approval of LESSOR which approval shall not be unreasonably withheld provided such assignment or transfer shall be subject to the same conditions, obligations and terms as set forth herein, including Section 1.10 titled "Use and Use Conflict"."

Uni-Trade will soon start construction of an air cargo facility on the subject property and the lender is recommending this lease assignment to 4-G Investments, LLC., an affiliate company of Uni-Trade, LLC.

The air cargo facility will be no less than 25,000 square feet.

Section 6.01 ENCUMBRANCES: reads as follows,

"LESSEE may encumber its leasehold estate by the execution and delivery of a mortgage. As used herein the term "Mortgage" includes a deed of trust and the term "Mortgagee" includes the beneficiary under a deed of trust. The Mortgagee of such Mortgage may deliver to LESSOR a written notice specifying:"

Uni-Trade Forwarding, LLC., is also a Foreign Trade Zone Operator since 2009 and is in good standing with the airport.

COMMITTEE RECOMMENDATION

On June 16, 2015, the Airport Advisory Board considered this item and recommends approval.

STAFF RECOMMENDATION

approval of ordinance.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

UniTrade Lease Assignment ORD

City Council-Regular

Meeting Date: 04/06/2020

Staff Source: Kristina L. Hale, City Attorney

SUBJECT

An Ordinance amending Chapter 21, Article XII of the Laredo Code of Ordinances regarding Aggressive Solicitation and enacting a new section for pedestrian and traffic safety. Providing for publication and providing for effective date.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Council previously passed the Aggressive Solicitation Ordinance. This ordinance is a companion to that ordinance that would prohibit drivers to give money or goods to someone while the car is not lawfully parked. Additionally, at the February 3, 2020 City Council meeting, Council directed staff to change and amend the City's Panhandling Ordinance to protect pedestrians and drivers.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Staff recommends the ordinance be passed.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

Aggressive Solicitation Ordinance

ORDINANCE 2020- O - _____

AN ORDINANCE AMENDING CHAPTER 21, ARTICLE XII OF THE LAREDO CODE OF ORDINANCES REGARDING AGGRESSIVE SOLICITATION AND ENACTING A NEW SECTION FOR PEDESTRIAN AND TRAFFIC SAFETY. PROVIDING FOR PUBLICATION AND PROVIDING FOR EFFECTIVE DATE.

WHEREAS, the City of Laredo continues to see an increase in the number of people soliciting from individuals driving in vehicles; and

WHEREAS, the City Council has become concerned about the safety of both the individual soliciting money and the individuals driving the vehicles; and

WHEREAS, the City Council seeks to promote the safe and expeditious flow of traffic at city intersections and decrease traffic hazards, accidents, and injuries related to pedestrians interacting with vehicles on high traffic public roadways; and

WHEREAS, the City of Laredo seeks to protect its citizens by requiring that any individual in a vehicle be lawfully parked before giving something to someone soliciting them from any public property adjacent to any public roadway in the city; and

WHEREAS, persons approaching vehicles at intersections and standing on arterial roadways create traffic distractions and hazards to pedestrians and vehicles; and

WHEREAS, this regulation addresses the City's interest in maintaining regulation of the public safety using its police power to appropriately address conduct which the City can regulate; and

WHEREAS, the safety of pedestrians and motorists at intersections within the city may be protected by amending Chapter 21, Article XII, with narrowly drawn conduct-based regulations.

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

Section 1: The following definitions in Chapter 21, Article XII, Section 21-151 are added and amended:

Sec. 21-251. – Definitions.

Pedestrian means any person afoot or in a wheelchair.

Median shall mean that area or portion of a divided street, road or highway within the City separating lanes of traffic of said street, road or highway and shall be held to include the curb, if any, at the outer edge of said area.

Section 2: That Chapter 21, Article XIII, “Aggressive Solicitation” of the Code of Ordinances of the City of Laredo is hereby added and amended as follows:

Sec. 21-260. Prohibited Pedestrian Activities on Roadways and Medians.

- (a) Pedestrians are prohibited from crossing a roadway at any place except in a crosswalk. If there is no crosswalk in a roadway, a pedestrian may cross roadway only at an intersection in which a traffic-control signal or other device is in place. If neither is present, a person may cross a roadway only at an intersection.
- (b) Pedestrians are prohibited from standing or being on a median of a roadway unless he or she is in the process of legally crossing a roadway.
- (c) No person, other than an occupant of a vehicle, shall be on a roadway, unless otherwise provided by law. Pedestrians, while upon a roadway, are prohibited from approaching a vehicle on such a roadway except for the actions contained in subsection (d).
- (d) Section (b) and (c) do not apply to:
 - a. Any person in a legally parked vehicle at the curb or shoulder;
 - b. Any person engaged in law enforcement or rescue activities or with an emergency repair or maintenance of a vehicle;
 - c. Any person entering a stopped vehicle as an invited passenger where it is lawful to do so, including accessing taxicabs or public transportations;
 - d. Any person invited by the occupant of a vehicle to interact with the occupant, provided that the vehicle is stopped at a red light and not obstructing traffic, the vehicle is directly adjacent to the sidewalk and no intervening space exists between the vehicle and the sidewalk, and the pedestrian remains at all times on the adjacent sidewalk; or
 - e. Any person working on a roadway with a valid permit.

Section 3. This ordinance shall be cumulative of all provisions of ordinances of the City of Laredo Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

Section 4. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 5. The 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 6. This Ordinance shall become effective from and after its adoption and publication required by the City Charter and by state law.

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

PETE SAENZ, MAYOR

ATTEST:

**JOSE A VALDEZ
JR, CITY
SECRETARY**

APPROVED AS TO FORM:

BY: _____

**KRISTINA L. HALE
CITY ATTORNEY**

City Council-Regular

Meeting Date: 04/06/2020

Initiated By: Arturo Garcia, Building Development Services Department Director

Staff Source: Ricardo Benavides III, Assistant City Attorney

SUBJECT

An Ordinance of the City of Laredo, Texas, amending Chapter 7, "Building and Building Regulations", Article II, Section 7-24 of the Code of Ordinances, to provide for additional authority that the Building Development Services Director may exercise to temporarily revoke an applicant's permit, license, endorsement, or registration privileges; providing that this ordinance shall be cumulative; providing a severability clause; providing for publication; and declaring an effective date.

PREVIOUS COUNCIL ACTION

None

BACKGROUND

Chapter 7, Article II, of the Laredo Code of Ordinances currently provides that the Building Development Services Director may temporarily revoke a contractor's permit, license, endorsement, or registration privileges under the chapter for: providing false or misleading information, failing to provide updated information within thirty (30) days of such change, failing to maintain trade licensure from the appropriate agency having licensing authority, suspension of licensure, transferring or allowing another person, firm, or corporation to use registration or permit, failing to maintain general liability insurance, being convicted of at least one (1) violations of this article or any other ordinance of the city within a 12-month period, including but not limited to, convictions arising from failing to obtain required permits, failing to request required inspections and failing to correct code violations.

The proposed amendment would allow the Building Development Services Director to temporarily revoke a contractor's permit, license, endorsement, or registration privileges under the chapter for being issued a stop work order or being issued a citation for a violation under this chapter and failing to appear at the scheduled hearing.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends approval of the Ordinance as presented.

Attachments

Ordinance

ORDINANCE NO. 2020-O-_____

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING CHAPTER 7, "BUILDING AND BUILDING REGULATIONS", ARTICLE II, SECTION 7-24 OF THE CODE OF ORDINANCES, TO PROVIDE FOR ADDITIONAL AUTHORITY THAT THE BUILDING DEVELOPMENT SERVICES DIRECTOR MAY EXERCISE TO TEMPORARILY REVOKE AN APPLICANT'S PERMIT, LICENSE, ENDORSEMENT, OR REGISTRATION PRIVILEGES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Laredo seeks to provide for a safe and orderly construction activities within its corporate limits; and

WHEREAS, the City of Laredo is authorized to regulate construction pursuant to Texas Local Government Code Chapters 51, 54, and 214; and;

WHEREAS, the City of Laredo finds that the mandatory registrations of contractors and subcontractors is necessary for the public health, safety and general welfare.

WHEREAS, the City of Laredo finds that amending the current Building and Building Regulations ordinance is necessary for the public health, safety, and general welfare.

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 7, Article II, is hereby amended as follows:

ARTICLE II. – REGISTRATION OF GENERAL CONTRACTORS AND SUBCONTRACTORS

Sec. 7-24. - Denial or revocation.

(a) Any business or individual may be denied registration or renewal by the building development services director if their application contains false or misleading information, their information cannot be verified, they have one (1) or more court judgments against them, or they have a conviction for any crime of moral turpitude that involves dishonesty, fraud, deceit, misrepresentation, or that reflect adversely on a person's honesty or trustworthiness.

(b) An applicant's permit, license, endorsement, or registration privileges under this chapter may be revoked temporarily for providing false or misleading information; failing to provide updated information within thirty (30) days of such change; failing to maintain trade licensure from the appropriate agency having licensing authority; suspension of licensure; transferring or allowing another person, firm, or corporation to use registration or permit; failing to maintain general liability insurance; *being issued a stop work order; being issued a citation for a violation under this chapter and failing to appear at the scheduled hearing*; being convicted of at least one (1) violations of this article or any other ordinance of the city within a 12-month period, including but not limited to, convictions arising from failing to obtain required permits, failing to request required inspections and failing to correct code violations.

(c) A person whose permit, license, endorsement, or registration has been revoked for the first violation, may not apply for a new permit, license, endorsement, or registration before six (6) months from the date of revocation. A person whose permit, license, endorsement, or registration has been revoked for a subsequent violation within the 12-month period following the initial revocation, may not apply for a new permit, license, endorsement, or registration before one (1) year from the date of the subsequent revocation.

(d) Appeal from revocation of a permit, license, endorsement, or registration may be made by filing a written protest to the city manager.

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 5. This Ordinance shall become effective immediately upon passage.

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

**PETE SAENZ
MAYOR**

ATTESTED:

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

APPROVED AS TO FORM:

**KRISTINA K. LAUREL HALE
CITY ATTORNEY**

**BY: _____
RICARDO BENAVIDES III
ASSISTANT CITY ATTORNEY**

City Council-Regular

17.

Meeting Date: 04/06/2020

Staff Source: James Kirby Snideman, Planning & Zoning Director

Staff Source: Alejandrina Sanchez, Planner

Initiated by: International Bank of
Commerce/Edward J. Farias,
Owner/Applicant and Porras
Nance Engineering,
Representative

Prior Action: This item was introduced by the Honorable George Altgelt at the regular Council Meeting of March 2, 2020.

SUBJECT:

2020-O-022 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning approximate 9.3453 acres, out of Porcion 19, Joaquin Garcia, Original Grantee, Abstract 47, located at approximate 1,400 LF, South of Aquero Blvd., and East of Bernadette Ln., from AG (Agricultural District) to R-1B (Single Family High Density District); providing for publication and effective date.

ZC-75-2019 District VII

BACKGROUND:

Council District: VII – The Honorable George Altgelt

Proposed use: residential

Site: The site is currently raw undeveloped land.

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

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

Transportation Plan: The Long Range Thoroughfare Plan does not identifies Aquero Blvd.

Letters sent to surrounding property owners: 2

In Favor: 0
Opposed: 0

STAFF COMMENTS:

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

1. The proposed R-1B District is in conformance with the Comprehensive Plan's designation of this area as Low and Medium Density Residential, that includes R-1B District.
2. The proposed zoning is compatible with residential uses in the area. There is an R-1B District abutting the property to the north.

P&Z RECOMMENDATION:

Planning & Zoning Commission in a 8 to 0 recommends approval of the zone change.

STAFF RECOMMENDATION:

Staff supports the proposed zone change.

IMPACT ANALYSIS

R-1B (Single Family High Density District): The purpose of the R-1B District (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?

No. The existing uses along this area, are single family residential uses

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

No. The property abuts an R-1B zoning district to the north.

Will change adversely influence living conditions in the neighborhood?

No. The area is already residential use in nature.

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

No. The existing AG district allows for residential use, except not the lots size the applicant is seeking through an R-1B zoning district.

Attachments

Ordinance 2020-O-022

Color Maps

Exhibit A

ORDINANCE NO. 2020-O-022

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATE 9.3453 ACRES, OUT OF PORCION 19, JOAQUIN GARCIA, ABSTRACT 47, LOCATED AT APPROXIMATE 1,400 LF, SOUTH OF AQUERO BLVD., AND EAST OF BERNADETTE LN., FROM AG (AGRICULTURAL 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 approximate 9.3453 acres, out of Porcion 19, Joaquin Garcia, Abstract 47, located at approximate 1,400 LF., South of Aquero Blvd., and East of Bernadette Ln., from AG (Agricultural 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 October 17, 2019; and,

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

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

WHEREAS, the City Council has held a public hearing on November 18, 2019, on the request and tables the zone change; and,

WHEREAS, the City Council has held a public hearing on December 02, 2019, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

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

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

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning, approximate 9.3453 acres, out of Porcion 19, Joaquin Garcia, Abstract 47, located at

approximate 1,400 LF., South of Aquero Blvd., and East of Bernadette Ln., from AG (Agricultural 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 _____, 2020.

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

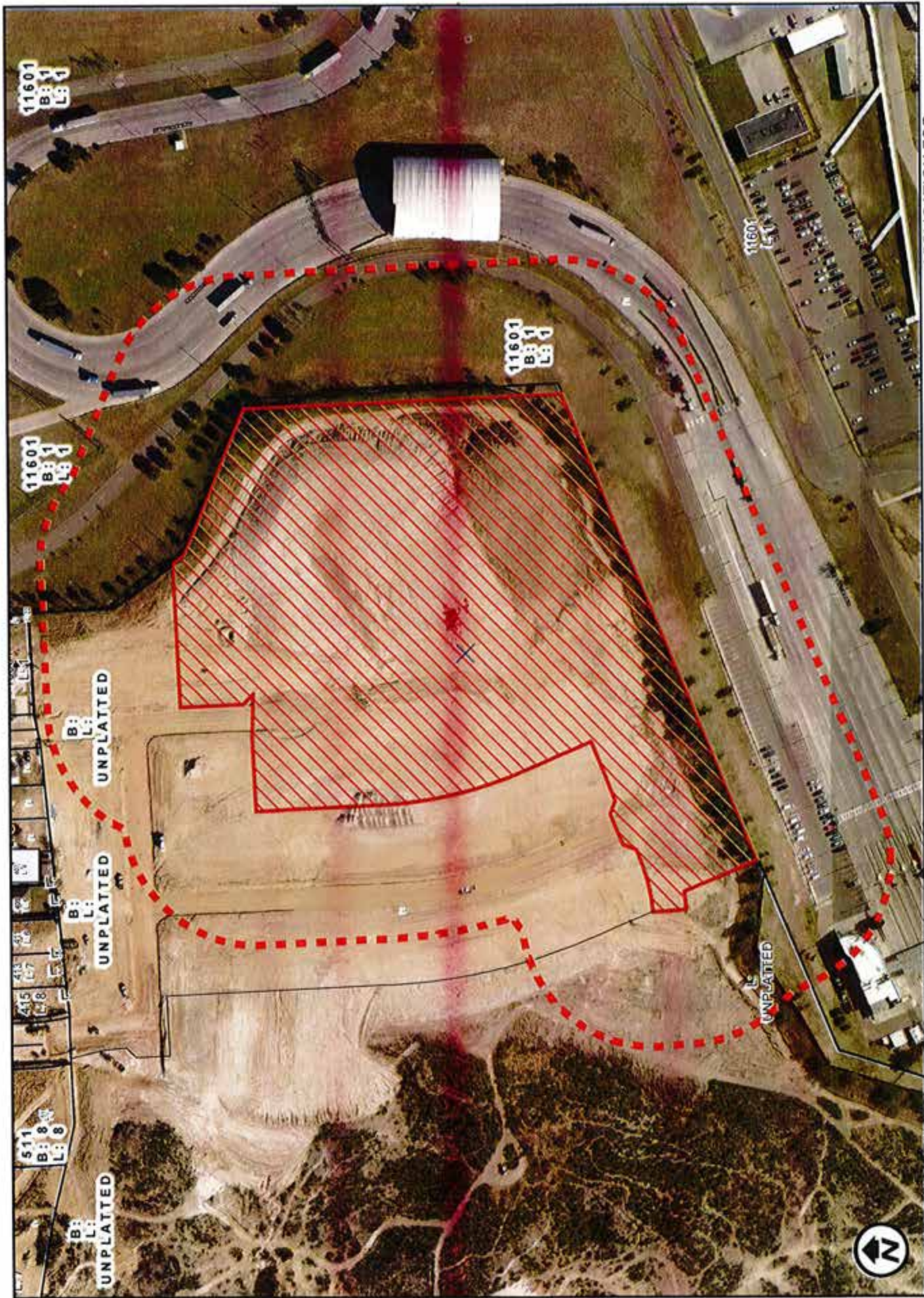
APPROVED AS TO FORM:

KRISTINA K. LAUREL HALE
CITY ATTORNEY



ZONING OVERVIEW
 ZC-75-2019
 COUNCIL DISTRICT 7
 1 inch = 367 feet
 SOUTH OFAQUERO BLVD. & EAST OF BERNADETTE LN.

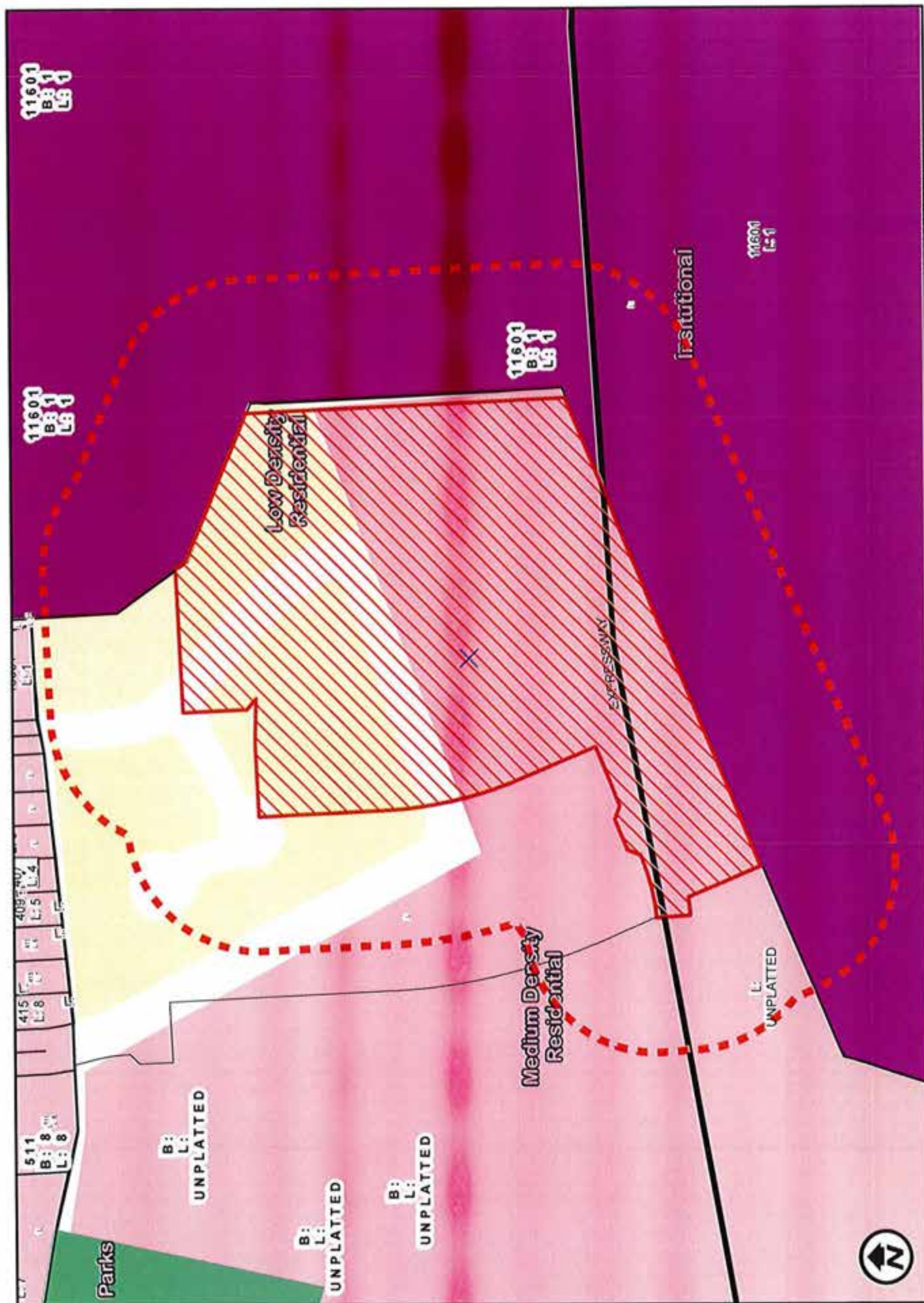
APPLICATION FOR
 AG (AGRICULTURAL)
 -> R1-B (SINGLE FAMILY HIGH DENSITY DISTRICT)



APPLICATION FOR
AG (AGRICULTURAL)
-> R1-B (SINGLE FAMILY HIGH DENSITY DISTRICT)

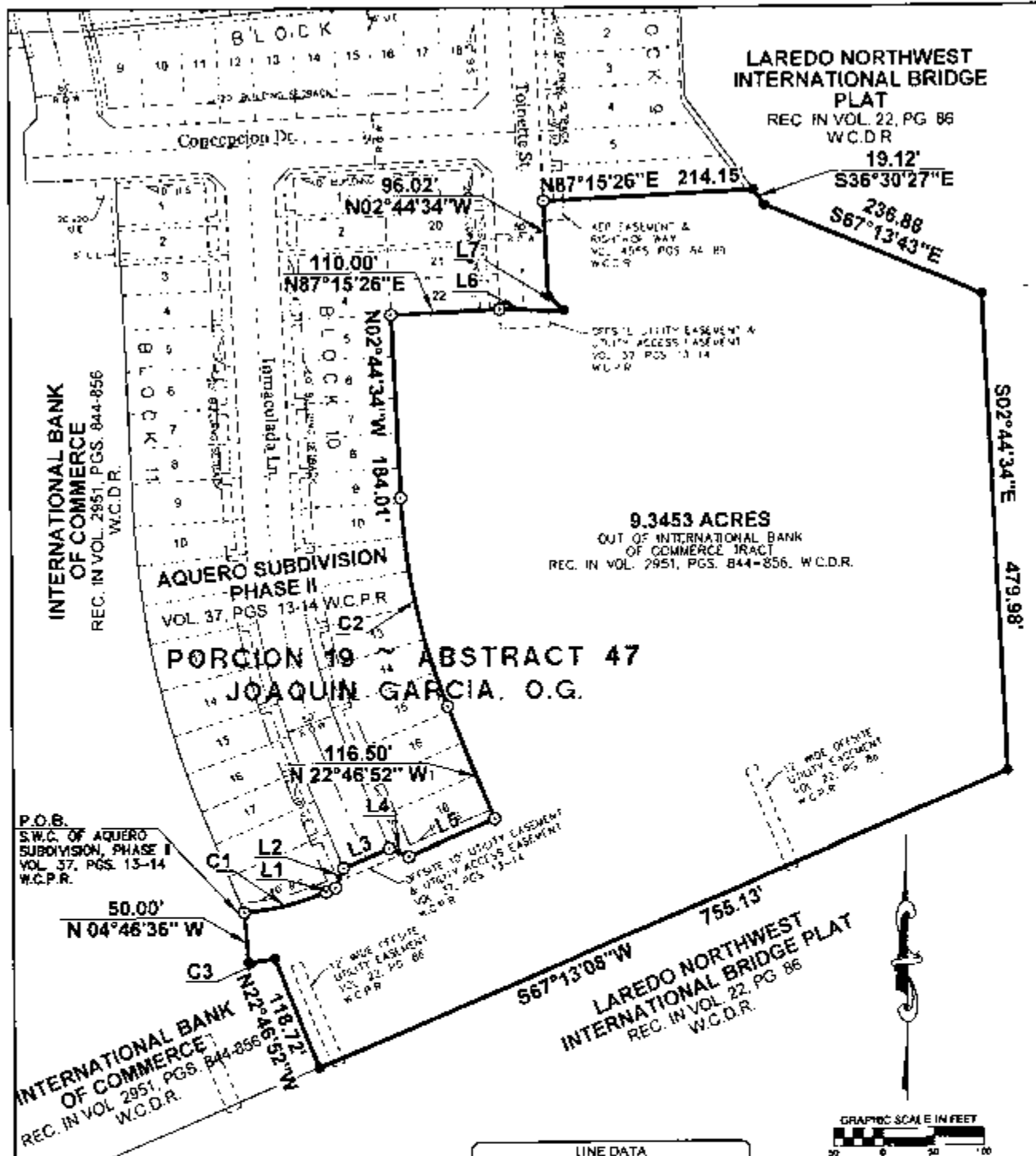
ZC-75-2019
COUNCIL DISTRICT 7
SOUTH OFAQUERO BLVD. & EAST OF BERNADETTE LN.
1 inch = 183 feet

AERIAL MAP



APPLICATION FOR
AG (AGRICULTURAL)
-> R1-B (SINGLE FAMILY HIGH DENSITY DISTRICT)

FUTURE LANDUSE MAP
 ZC-75-2019
 COUNCIL DISTRICT 7
 1 inch = 183 feet
 SOUTH OFAQUERO BLVD. & EAST OF BERNADETTE LN.



NOTES:

- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE CURTAIN.
- THIS PROPERTY IS LOCATED IN ZONE 17' AREA WHICH IS NOT WITHIN THE 100-YR FLOOD PLAIN ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NO. 18475C-1850C, DATED APRIL 2, 2008.
- BASES OF BEARINGS & DISTANCES: DEPS HAD 63.423" (2") ANGLE, TEXAS STATE PLATE 4205 SOUTH ZONE.

LINE DATA

CLIP	DISTANCE	BEARING
L1	10.00'	N 87°13'08" E
L2	21.21'	N 22°46'52" W
L3	50.00'	N 67°13'08" E
L4	31.21'	S 67°46'52" E
L5	95.00'	N 67°13'08" E
L6	65.12'	S 88°34'50" E
L7	21.21'	N 47°44'34" W

CURVE DATA

CURVE	DELTA ANGLE	RADIUS	ARC	TANG	CHORD	CHORD BEARING
C1	18°00'16"	275.00'	86.42'	43.37'	86.08'	N 76°13'16" E
C2	25°02'18"	635.00'	222.08'	112.19'	220.95'	N 12°45'43" W
C3	04°47'17"	325.00'	26.69'	13.35'	26.68'	S 82°52'18" W

LEGEND:

- FOUND 1/2" IRON NAIL
- NAIL 1/2" IRON NAIL
- POWER LINE
- OVER HEAD ELECTRIC LINES
- ROW
- RIGHT OF WAY
- W.C.D.R.
- WEBB COUNTY DEED RECORDS
- W.C.D.R.
- WEBB COUNTY PLAT RECORDS

DATE: 09.13.19
SCALE: 1"=100'
REVISION:
DRAWN: R.B.
CHECKED: W.H.
APPROVED: W.H.

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 16TH DAY OF SEPTEMBER, 2019.

Wayne Nance
 WAYNE NANCE, R.P.L.S.
 TEXAS REG. NO. 8235

SURVEY OF A

9.3453 ACRE TRACT

OUT OF INTERNATIONAL BANK OF COMMERCE TRACT

VOL. 2951, PGS. 844-856, W.C.D.R.

PORCION 19 - ABSTRACT 47

JOAQUIN GARCIA, ORIGINAL GRANTEE

CITY OF LAREDO, WEBB COUNTY, TEXAS

EXHIBIT A

PORRAS NANCE ENGINEERING

804 GALTHER RD.
 LAREDO, TEXAS 77901
 PH: 956-734-3341
 FAX: 956-734-3342
 WWW.PORRASNANCE.COM

9.3453 ACRE TRACT
Being out and part of
Porcion 19 ~ Abstract 47 ~ Joaquin Garcia, Original Grantee
Within the limits of the
City of Laredo, Webb County, Texas

Being a 9.3453 Acre tract of land, more or less, situated in in Porcion 19, Abstract 47, Joaquin Garcia, Original Grantee, within the limits of the City of Laredo, in Webb County, Texas, said 9.3453 Acre tract being out and part of International Bank of Commerce (268.4558 Acre tract), as recorded in Volume 2951, Pages 844-856 of the Webb County Deed Records, Webb County Texas; and more particularly described by metes and bounds as follows, to wit:

BEGINNING at a found $\frac{1}{2}$ " iron rod for the Southwest corner of Aquero Subdivision, Phase II, as recorded in Volume 37, Pages 13-14 of the Webb County Plat Records, same being a point on a curve to the left, the most Westerly Northwest corner of the herein described tract and the **POINT OF BEGINNING**;

THENCE along the Northerly boundary line of the herein described tract and common boundary line with said Aquero Subdivision, Phase II, as follows:

A curvilinear distance of 86.42 feet, with said curve having the following characteristics: Central Angle=18°00'16", R=275.00 feet, CL=86.42 feet, TAN=43.57 feet, CHD=86.06 feet, CHD. Bearing = N76°13'16" E, to a found $\frac{1}{2}$ " iron rod for a point of tangency and the end of this curve;

North 67°13'08" East, 10.00 Feet, to a found $\frac{1}{2}$ " iron rod for an interior deflection corner to the left of this tract;

North 22°13'08" East, 21.21 Feet, to a found $\frac{1}{2}$ " iron rod for an exterior deflection corner to the right of this tract;

North 67°13'08" East, 50.00 Feet, to a found $\frac{1}{2}$ " iron rod for an exterior deflection corner to the right of this tract;

South 67°46'52" East, 21.21 Feet, to a found $\frac{1}{2}$ " iron rod for an interior deflection corner to the left of this tract;

North 67°13'08" East, 95.00 Feet, to a found $\frac{1}{2}$ " iron rod for an interior deflection corner to the left of this tract;

North 22°46'52" West, 116.50 Feet, to a found $\frac{1}{2}$ " iron rod for a point of curvature to the right of this tract;

A curvilinear distance of 222.08 feet, with said curve having the following characteristics: Central Angle=20°02'18", R=635.00 feet, CL=222.08 feet, TAN=112.19 feet, CHD=220.95 feet, CHD. Bearing = N12°45'43" W, to a found $\frac{1}{2}$ " iron rod for a point of tangency and the end of this curve;

North 02°44'34" West, 184.01 Feet, to a found $\frac{1}{2}$ " iron rod for an exterior deflection corner to the right of this tract;

North 87°15'26" East, 110.00 Feet, to a found $\frac{1}{2}$ " iron rod for an exterior deflection corner to the right of this tract;

South 88°34'50" East, 65.17 Feet, to a set $\frac{1}{2}$ " iron rod for an interior deflection corner to the left of this tract;

North 47°44'34" West, 21.21 Feet, to a set $\frac{1}{2}$ " iron rod for an exterior deflection corner to the right of this tract;

North 02°44'34" West, 96.02 Feet, to a found ½" iron rod for an exterior deflection corner to the right of this tract;

North 87°15'26" East, 214.15 Feet, to a set ½" iron rod for a point on the Northwestern boundary line of Laredo Northwest International Bridge Plat, as recorded in Volume 22, Page 86 of the Webb County Plat Records and the most Northerly Northeast corner of this tract;

THENCE along the Easterly boundary line of the herein described tract and common boundary line with said Laredo Northwest International Bridge Plat, as follows:

South 36°30'27" East, 19.12 Feet, to a set ½" iron rod for an interior deflection corner to the left of this tract;

South 67°13'43" East, 236.88 Feet, to a set ½" iron rod for an exterior deflection corner to the right of this tract;

South 02°44'34" East, 479.98 Feet, to a set ½" iron rod for the Southeast corner of this tract;

THENCE South 67°13'08" West, 755.13 Feet, along the Southerly boundary line of the herein described tract, to a set ½" iron rod for the Southwest corner of this tract;

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

North 22°46'52" West, 118.72 Feet, to a set ½" iron rod for an interior deflection corner and a point on a curve to the right of this tract;

A curvilinear distance of 26.69 feet, with said curve having the following characteristics: Central Angle=04°42'17", R=325.00 feet, CL=26.69 feet, TAN=13.35 feet, CHD=26.68 feet, CHD. Bearing = S82°52'16" W, to a set ½" iron rod for an exterior deflection corner to the right and the end of this curve;

North 04°46'36" West, 50.00 Feet, to the Southwest corner of aforementioned Aquero Subdivision, Phase II, the most Westerly Northwest corner of this tract and the **POINT OF BEGINNING**.

Basis of Bearings:

GPS NAD 83 (2011 ADJ.) Texas State Plane, 4205 South Zone.

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.

City Council-Regular

Meeting Date: 04/06/2020

Initiated By: Rosario Cabello, Co-Interim City Manager

Staff Source: Jeffrey Miller, Airport Director

SUBJECT

2020-O-023 Authorizing the City Manager to execute an amendment to lease agreement between the City of Laredo, as LESSOR, and Air Trade Laredo, LLC, as LESSEE, approved by Ordinance No. 2011-O-148 dated November 7, 2011, amended by Ordinance No. 2013-O-066 dated May 20, 2013, by amending the lease premises to add approximately 6,796.95 square feet for a total of 91,094.26 square feet. The new monthly rent shall be \$3,210.52 effective May 1, 2020, and will be adjusted annually according to changes of the Consumer Price Index (CPI) on the lease anniversary month of November. All other terms and conditions remain the same; providing for an effective date.

PREVIOUS COUNCIL ACTION

Ordinance No. 2011-O-148 dated November 7, 2011 Ordinance No. 2013-O-066 dated May 20, 2013

BACKGROUND

The lease between the City of Laredo and Air Trade Laredo, LLC is for a term of twenty (20) years from November 1, 2011 to October 31, 2031 with an option to extend this lease for two (2) consecutive ten (10) years ending on October 31, 2041 and October 31, 2051.

Air Trade Laredo, LLC is in good standing and wishes to increase their lease premises by 6,796.95 square feet for a total of 91,094.26 square feet. The new monthly rent shall be \$3,210.52 effective May 1, 2020, and will be adjusted annually according to changes of the Consumer Price Index (CPI) on the lease anniversary month of November.

COMMITTEE RECOMMENDATION

The Airport Advisory Board special meeting was scheduled on February 18, 2020, there was no quorum.

STAFF RECOMMENDATION

Approval of this Ordinance.

Fiscal Impact

Fiscal Year: 2020
Budgeted Y/N?: Y
Source of Funds: Rent Revenues
Account #: 242-0000-361-2070
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Rental revenue will be coded to acct #242-0000-361-2070. Current rent is \$3,006.62 per month. New rent will be \$3,210.52.

Attachments

Amendment
Ordinance

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

STATE OF TEXAS)(

COUNTY OF WEBB)(

LEASE AMENDMENT

This lease amendment is made and entered into by and between the City of Laredo, a home rule city hereinafter referred to as "LESSOR" and Air Trade Laredo, LLC, hereinafter referred to as "LESSEE".

On or about November 7, 2011, Ordinance No. 2011-O-148 authorized Carlos Alberto Garcia, manager of Air Trade Laredo, as LESSEE, executed a certain lease agreement with the City of Laredo, Texas, a Texas Municipal Corporation ("LESSOR"), for approximately 1.973 acres (85,930.81 square feet) of land located at 4700 Maher Ave. also known as Lot No. 1-B-2, Block No. 1 at the Laredo International Airport. A true copy of the lease is attached as Exhibit "A".

WHEREAS, on May 20, 2013, by Ordinance No. 2013-O-066 LESSOR authorized a lease amendment to delete an approximate 0.2601 acre tract (11,329.96 square feet) and to add an approximate 0.2223 acre tract (9,683.39 square feet) to enable the squaring of the leased premises to maximize its utilization. A true copy of the lease is attached as Exhibit "B".

WHEREAS, LESSOR and LESSEE agree to amend lease agreement approved by Ordinance No. 2011-O-148 dated November 7, 2011, amended by Ordinance No. 2013-O-066 dated May 20, 2013, Paragraph 1.03, titled, DESCRIPTION OF PREMISES DEMISED by adding approximately 0.156 acres (6,796.95 square feet) for a total of 2.091 (91,094.26 square feet). All other terms and conditions remain unchanged and in effect.

WITNESSETH

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

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

NOW, THEREFORE, THE LESSOR and LESSEE for and in consideration of the covenants and agreements embodied below, do hereby covenant and agree as follows: to amend the lease premises by adding approximately 6,796.95 square feet for a total of 91,094.26 square feet. All other terms and conditions remain unchanged and in effect.

EXECUTED on this _____ day of _____, 2020.

LESSOR:
CITY OF LAREDO
A MUNICIPAL CORPORATION

BY: _____
ROBERT A. EADS
CITY MANAGER

ATTEST:

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

APPROVED AS TO FORM:

BY: _____
KRISTINA LAUREL HALE
CITY ATTORNEY

LESSEE:
AIR TRADE LAREDO, LLC

BY: _____

AMENDMENT LEASE AGREEMENT BETWEEN THE CITY OF LAREDO AND AIR TRADE LAREDO, LLC

STATE OF TEXAS)(

COUNTY OF WEBB)(

 This instrument was acknowledged before me on the ____day of _____,
2020, by _____, _____ of Air Trade Laredo, LLC.

NOTARY PUBLIC, STATE OF TEXAS

My commission expires on _____.

FINAL READING OF ORDINANCE 2020-O-023

AUTHORIZE THE CITY MANAGER TO EXECUTE AN AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY OF LAREDO, AS LESSOR, AND AIR TRADE LAREDO, LLC, AS LESSEE, APPROVED BY ORDINANCE NO. 2011-O-148 DATED NOVEMBER 7, 2012, AMENDED BY ORDINANCE NO. 2013-O-066 DATED MAY 20, 2013, BY AMENDING THE LEASE PREMISES TO ADD APPROXIMATELY 6,796.95 SQUARE FEET FOR A TOTAL OF 91,094.26 SQUARE FEET. THE NEW MONTHLY RENT SHALL BE \$3,210.52 EFFECTIVE MAY 1, 2020, AND WILL BE ADJUSTED ANNUALLY ACCORDING TO CHANGES OF THE CONSUMER PRICE INDEX (CPI) ON THE LEASE ANNIVERSARY MONTH OF NOVEMBER. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Airport Director recommends the Mayor and City Council to authorize the City Manager to execute an amendment to lease agreement between the City of Laredo, as LESSOR, and Air Trade Laredo, LLC, as LESSEE, approved by Ordinance No. 2011-O-148 dated November 7, 2012, amended by Ordinance No. 2013-O-066 dated May 20, 2013, by amending the lease premises to add approximately 6,796.95 square feet for a total of 91,094.26 square feet. The new monthly rent shall be \$3,210.52 effective May 1, 2020, and will be adjusted annually according to changes of the Consumer Price Index (CPI) on the lease anniversary month of November. All other terms and conditions remain the same; providing for an effective date;

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

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

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

Section 1: The Mayor and City Council be hereby authorize the City Manager to execute an amendment to lease agreement between the City of Laredo, as LESSOR, and Air Trade Laredo, LLC, as LESSEE, approved by Ordinance No. 2011-O-148 dated November 7, 2012, amended by Ordinance No. 2013-O-066 dated May 20, 2013, by amending the lease premises to add approximately 6,796.95 square feet for a total of 91,094.26 square feet. The new monthly rent shall be \$3,210.52 effective May 1, 2020, and will be adjusted annually according to changes of the Consumer Price Index (CPI) on the lease anniversary month of November. All other terms and conditions remain the same; providing for an effective date;

Section 2: This Ordinance shall become effective upon passage hereof.

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

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA L. HALE
CITY ATTORNEY

City Council-Regular

Meeting Date: 04/06/2020

Initiated By: Rosario Cabello, Co-Interim City Manager

Staff Source: Yvette Limon, Bridge Director

SUBJECT

Authorizing the City Manager to execute a lease agreement renewal with Securitas Security Services USA, Inc., as a sole source as per Customs and Border Protection approved Security Contract, for approximately 120 square feet of office space and an exclusive office entry lane for approximately 1,020 square feet at Juarez-Lincoln International Bridge (Bridge II). Lease term will be for one (1) year commencing April 1, 2020 and ending on March 31, 2021. Monthly rent will be \$3,500.00 for approximately 120 square feet of office space and an exclusive office entry lane for approximately 1,020 square feet at Juarez-Lincoln International Bridge (Bridge II). The lease may be terminated by either party with a thirty (30) day written notice.

PREVIOUS COUNCIL ACTION

On April 16, 2018 City Council approved the ordinance authorizing the City Manager to execute a lease agreement renewal with Securitas Security Services USA, Inc., as a sole source as per Customs and Border Protection approved security contract, for approximately 120 square feet of office space and an exclusive office entry lane of approximately 1,020 square feet at Juarez-Lincoln International Bridge (Bridge II) for a lease term of two (2) years commencing April 1, 2018 and ending on March 31, 2020 and a monthly rent of \$3,500.00.

BACKGROUND

The City of Laredo has leased this property to Securitas Security Services USA, Inc. since 1988 and has never had any problems with this customer. An appraisal on the property was done on March 1, 2016 and the market rental value is \$3,500.00 per month. Securitas Security Services USA, Inc. has advised of their interest to continue leasing the property located at Juarez-Lincoln International Bridge (Bridge II) at the agreed rental of \$3,500.00 per month.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Authorize the City Manager to execute the lease agreement renewal.

Fiscal Impact

Fiscal Year: 2020
Budgeted Y/N?: Yes
Source of Funds: Rental Income
Account #: 55300003611052
Change Order: Exceeds 25% Y/N: No

FINANCIAL IMPACT:

Rental income of \$3,500.00 monthly will be generated from this lease agreement

Attachments

Ordinance
Lease

ORDINANCE

AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT RENEWAL WITH SECURITAS SECURITY SERVICES USA, INC., SOLE SOURCE AS PER CUSTOMS AND BORDER PROTECTION APPROVED SECURITY CONTRACT, FOR APPROXIMATELY 120 SQUARE FEET OF OFFICE SPACE AND AN EXCLUSIVE OFFICE ENTRY LANE OF APPROXIMATELY 1,020 SQUARE FEET AT JUAREZ-LINCOLN INTERNATIONAL BRIDGE (BRIDGE II).

1. LEASE TERM IS FOR ONE (1) YEAR COMMENCING APRIL 1, 2020 AND ENDING ON MARCH 31, 2021.
2. MONTHLY RENT WILL BE \$3,500.00 FOR APPROXIMATELY 120 SQUARE FEET OF OFFICE SPACE AND AN EXCLUSIVE OFFICE ENTRY LANE OF APPROXIMATELY 1,020 SQUARE FEET AT JUAREZ-LINCOLN INTERNATIONAL BRIDGE (BRIDGE II).
3. THE LEASE MAY BE TERMINATED BY EITHER PARTY WITH A THIRTY (30) DAY WRITTEN NOTICE.

WHEREAS, the Bridge Manager of the Laredo Bridge System recommends that the City Council approve the attached hereto as Exhibit A, in furtherance of the development of the City owned property being part of the Laredo Bridge System; and

WHEREAS, the Bridge Manager of the Laredo Bridge System finds that Securitas Security Services USA, Inc. has advised of their interest to continue leasing Bridge II property at the agreed monthly rental of \$3,500.00.

WHEREAS, the City Council finds that the proposed lease, copy of which is attached hereto Exhibit A, would be in the City's interest and benefit.

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

Section 1: Authorizing the City Manager to execute a lease renewal with Securitas Security Services USA, Inc., for approximately 120 square feet of office space and an exclusive office entry lane of approximately 1,020 square feet at Juarez-Lincoln International Bridge (Bridge II) for a term of ONE (1) years commencing April 1, 2020 and ending on March 31, 2021 at \$3,500.00 monthly rental. A copy of said lease is attached hereto as Exhibit A, and incorporated herein.

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 _____, 2020.

Pete Saenz, Mayor

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:
KRISTINA L. HALE
CITY ATTORNEY

BY: _____
CITY ATTORNEY

RENEWAL LEASE AGREEMENT

This renewal lease agreement is entered effective April 1, 2020 by and between the City of Laredo, a municipal corporation (hereinafter referred to as "Lessor" or "City"), and Securitas Security Services USA, Inc., a Delaware corporation (hereinafter referred to as "Lessee").

1) Lessor leases to Lessee the following described real property: Situated in Webb County, Texas: approximately 120 square feet of office space and approximately 1,020 square feet of an exclusive lane at International Bridge II (Juarez Lincoln), City of Laredo, Webb County, Texas and more particularly described in Exhibit A attached and incorporated for all purposes.

2) This renewal lease commences April 1, 2020 and ends March 31, 2021, provided, however, that the lease may be terminated by either party on a thirty (30) day written notice to the other party (the "Term" or "term").

3) Lessee shall pay a monthly rental of \$3,500.00 in advance on or before the 1st day of each month during the Term.

4) The leased premises are to be used only for the processing of duty free merchandise to Mexico.

5) Lessee shall not assign or in any manner transfer this lease nor shall Lessee sublease the premises.

6) Any notice required to be given by either party shall be mailed by certified mail, return receipt requested or personally delivered via nationally recognized overnight courier service to the following addresses:

If to Lessor:	City Manager City of Laredo 1110 Houston P.O. Box 579 Laredo, Texas 78042-0579
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If to Lessee:	Securitas Security Services USA, Inc. Attn: Real Estate Operations 9 Campus Drive Parsippany, N.J. 07054
---------------	---

7) ACCESS: The leased premises will be accessible by Lessee 24 hours per day, seven days per week, without interruption.

8) INSURANCE: Lessee agrees to carry with an admitted insurance company or companies having a Best Insurance Guide rating of not less than A-VIII, and licensed to do business in the State of Texas, and keep in effect during the term of this agreement, the following insurance coverages with general liability and automobile coverages for the benefit of Lessee, but with the Lessor shown as an additional insured, including the obligation of the insurer to defend the Lessor, in any action covered by said insurance provided, however, such additional insured protection shall not cover any loss, damage, claim, liability, cost or expense to the extent arising from the negligent act or omission, or misconduct of Lessor:

A) Commercial General Liability insurance in minimum combined single limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$2,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage for products/completed operations must be maintained for at least two (2) years after the agreement expires. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Lessee's obligations contained in this agreement. 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 in minimum limits of \$1,000,000 each occurrence or each accident; \$1,000,000 by disease each occurrence; and \$1,000,000 by disease aggregate.

C) Commercial Automobile Liability insurance at a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage, including Lessee's owned, non-owned and hired car coverage.

D) The City of Laredo shall be named as an additional insured with respect to general and auto liability policies however, such additional insured protection shall not cover any loss, damage, claim, liability, cost or expense to the extent arising from the negligent act or omission, or misconduct of Lessor. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions. 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. 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, except that with respect to the general and auto liability insurance policies of Tenant, they shall not be deemed primary coverage with regard to any loss, damage, claim, liability cost or expense to the extent arising from the negligent act or omission, or misconduct of Lessor, but instead Lessor's insurance shall be deemed applicable in any such event.. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

E) Lessee may maintain reasonable and customary deductibles, subject to approval by Lessor; however, Lessee shall have the right, at its sole election, to self-insure all or a portion (but not more than \$500,000 of the commercial general liability insurance) of one or more of the risks for which insurance is required to be carried by Lessee hereunder pursuant to a program of Lessee that is administered by a licensed insurance company. All of the provisions of this Section 8 shall otherwise remain applicable. Lessee shall, in accordance with standard self-insurance practices in the industry, maintain reasonably sufficient reserves to cover any losses that would have been covered by the insurance required to be carried by Lessee pursuant to the terms of this Lease, but not for such self-insured retention.

F) Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, which shall evidence the insurance coverage required hereunder. Lessee shall furnish the City, no later than thirty (30) days following execution of this agreement, a certificate (s) of insurance as evidence that the required amounts and types of insurance are in force.

G) Such insurance shall, to the extent of Lessee's indemnification obligations hereunder, contain a stipulation that this insurance, as to the interest of the City only, shall not be invalidated by any act or neglect or breach of contract by Lessee.

9) **LESSEE'S INDEMNIFICATION: Lessee covenants and agrees to fully indemnify, defend and hold harmless, Lessor and elected officials, agents, employees, officers, directors, agents and assigns of Lessor, individually, or collectively from and against any and all law suits, claims, causes of actions, including attorney's fees incurred in defense thereof, liability and other damages of any kind included, but not limited to, property damage, personal injury or death, but only to the extent the suit, claim, cause of action, liability, or damage is caused by Lessee's negligence or willful misconduct.**

10) **DAMAGE OR DESTRUCTION:** If the leased premises (or access thereto) are partially or totally damaged by fire or other casualty, either party may, notwithstanding any provision of the lease to the contrary, terminate this lease by giving written notice to the other party to such effect within thirty (30) days after such partial damage or total destruction occurs, and Lessee's liability for rent shall cease from and after the date of such damage. Should the lease not be so terminated, the leased premises shall be restored by Lessor at its sole expense to the condition that pre-existed such damage, and abatement shall be made from the rent corresponding with the time during which, and the extent to which, the Leased Premises cannot be used by Lessee for its intended purposes. Notwithstanding the foregoing, the restoration obligations of Lessor shall apply and neither party shall have a right to terminate this lease if any such damage is insignificant enough so as to not inhibit

Lessee from continuing its business operations in the leased premises in substantially the same manner as was possible prior to such damage occurring.

11) **COUNTERPARTS; ELECTRONIC EXECUTION:** This License may be executed in multiple counterparts, each of which, when assembled to include an original signature for each party contemplated to sign this License, will constitute a complete and fully executed original. All such fully executed counterparts will collectively constitute a single License agreement. Licensee expressly agrees that if the signature of Licensor and/or Licensee on this License is not an original, but is a digital, mechanical or electronic signature and/or the agreement a reproduction (such as, but not limited to, a photocopy, fax, e-mail, PDF, Adobe image, JPEG, telegram, telex or telecopy), then such digital, mechanical or electronic signature and/or reproduction shall be as enforceable, valid and binding as, and the legal equivalent to, an authentic and traditional ink-on-paper original wet signature penned manually by its signatory.

12) **MISCELLANEOUS:** This lease shall be governed by any and interpreted in accordance with the laws of the State of Texas and venue for any action shall be in Webb County, Texas. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction in Webb County, Texas shall in no way affect the validity of any other provision hereof. This lease may not be amended, altered or otherwise changed except as mutually agreed to and executed by the parties hereto in writing.

IN WITNESS WHEREOF, a duly authorized officer of each of the parties hereto has executed this lease effective as of the date first above written. Lessee covenants that each page hereof has been initialed by Lessee's Director, Real Estate Operations, or bears her stamped facsimile initials.

SIGNED EFFECTIVE THE _____ DAY OF _____, 2020.

CITY OF LAREDO

BY: _____
Robert A. Eads
City Manager

SECURITAS SECURITY SERVICES USA, INC.

BY: _____
Stuart B. Thomas
Vice President, Strategic Sourcing & Asst. Secretary

APPROVED AS TO FORM:

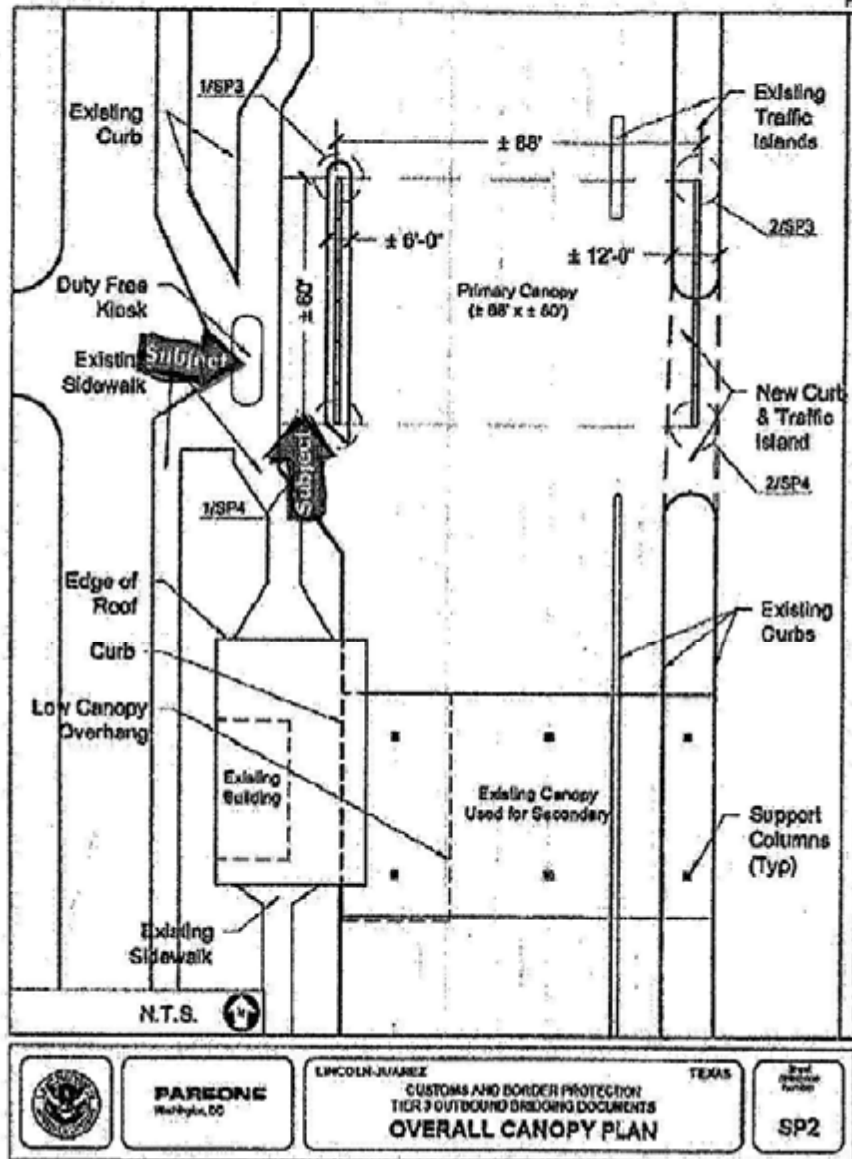
Kristina Laurel Hale
City Attorney

ATTEST:

Jose A. Valdez, Jr.
City Secretary

Site

Lincoln-Juarez LPOE
Outbound Tier 3 Concept
12/JAN/2011
P2



EXHIBIT

A

tabbies

City Council-Regular

Meeting Date: 04/06/2020

Initiated By: Robert A. Eads, Co-Interim City Manager

Staff Source: Yvette Limon, Bridge Director

SUBJECT

Authorizing the City Manager to execute the Toll Collection System Maintenance Service Contract between the City of Laredo and TransCore, L.P., for the hardware and software maintenance of the Laredo Bridge System Electronic Toll Collection equipment. This maintenance service contract is for a term of three (3) years, subject to future budget appropriations, effective April 1, 2020 for an annual amount of \$320,231.00 and a total not to exceed \$960,693.00. Funding is available in the Bridge System Fund.

PREVIOUS COUNCIL ACTION

On March 18, 2019, City Council executed the Toll Collection System Maintenance Service Contract between the City of Laredo and TransCore, L.P., for the hardware and software maintenance of the Laredo Bridge System Electronic Toll Collection equipment. This maintenance service contract was for a term of one (1) year with an option to renew three (3) additional years of maintenance, effective April 1, 2019 and will not exceed \$320,231.

BACKGROUND

Over the past several years, the Laredo Bridge System has maintained a software/hardware maintenance contract with TransCore, L.P., so as to insure that the electronic toll collection equipment, both the hardware as well as the software are adequately maintained. This insures the 24/7 operation integrity and continued excellence in servicing our valued customers.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

It is recommended that this motion be approved.

Fiscal Impact

Fiscal Year:	2020
Budgeted Y/N?:	Y

Source of Funds: 553

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding is contingent upon availability in the Bridge System Fund. The contract amount will be divided equally among the four bridge divisions (553-4010, 553-4012, 553-4015, 553-4061).

Attachments

Maintenance Service Contract

TransCore – The City of Laredo Bridge System
Toll Collection System Maintenance Service Contract

MAINTENANCE SERVICE CONTRACT
BETWEEN THE CITY OF LAREDO AND TRANSCORE, L.P.

This CONTRACT made this ____ day of _____, 2020, and effective as of the 1st day of April, 2020 and ending on the 30th day of March, 2023 by and between the City of Laredo, Texas, hereinafter termed the “Customer”, and TransCore, LP a Delaware limited partnership, and its successors or assigns, hereinafter termed the “Contractor”.

WITNESSETH:

WHEREAS, the Customer and the Contractor wish to enter into a contract for the Contractor’s performance of the Scope of Work more fully described hereinafter in the Contract documents, including this Contract and its Enclosures A and B hereto; and

WHEREAS, the Contractor has been engaged in and now does such work and represents that it is fully equipped, competent and capable to perform and provide the desired work and services within the provisions of **Enclosures “A” – Scope of Work**.

NOW THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

This Contract provides for payment in accordance with the price set forth in **Enclosure “A” – Scope of Work**

THAT for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the Customer, the Contractor hereby agrees at the prices set forth in this Contract to commence and complete the Scope of Work for the Customer, in accordance with the Scope of Work documents; and the Contractor agrees to furnish all the materials, supplies, machinery, equipment, training and other accessories and services and whatever else may be necessary to complete the said services in accordance with the Scope of Work documents.

1. **SERVICES:** Contractor agrees to begin the work on the 1st day of April 2020 and to complete the work in accord with the Contract documents, including this Contract and its Enclosure A – Scope of Work. This Contract is for a term not to exceed three (3) years, unless otherwise extended or terminated by a written amendment. Should the Customer exercise its right to extend the Contract, and the Contractor agrees to perform the work, such work performed during the extension period shall be performed at mutually agreeable prices.
2. **PAYMENT:** For the Contractor’s satisfactory performance of all the work called for hereunder, the Customer shall pay the Contractor a sum not to exceed NINE HUNDRED SIXTY THOUSAND SIX HUNDRED NINETY THREE United States Dollars **(\$960,693.00)** in accordance with **Enclosure “A” – Scope of Work**, which represents the Contract price, to be paid in thirty-six (36) monthly payments. If funding will be provided incrementally the

Contractor has no responsibility to complete performance unless the Customer provides full funding for work performed at the time of the invoice. If there is a lapse in funding, the Contractor shall be entitled to request and receive an equitable adjustment in accordance with the "Delays" provision of this Contract. Any increase in the Contract amount or funding, which exceed the full funding of this Contract, and any decreases in the Contract amount or funding can be made only by a written Amendment to this Contract, executed by the parties hereto. The Contract amount cannot be increased or decreased without a written amendment of this Contract, agreed to and signed by the parties hereto.

3. **GOVERNING LAW, JURISDICTION AND VENUE.** This Contract shall be construed in accordance with the laws of the State of Texas, and venue for any legal dispute involving this Contract shall be Webb County, Texas.
4. **NOTICES:** All notices or other communications hereunder shall be in writing and shall be sent by fax to the numbers set forth below and will be deemed delivered on the date on which the fax is transmitted.

All written notices to the Customer shall be addressed to:

Mr. Robert A. Eads
City Manager
1110 Houston
Laredo, Texas 78040
Tel. No. 956.791-7300

And also to:
Bridge Director, City of Laredo
PO Box 579
Laredo, Texas 78042
Tel No. 956.721-2074
Fax No. 956.729-2061

All written notices to the Contractor shall be addressed to:

Mr. Glen Rainwater
Contracts Attorney
TransCore, LP
150 4th Ave North, Suite 1200
Nashville, TN 37219
Tel. No. (615) 988-9975

And also to:
Mr. Seth Thomas
Vice President
TransCore, LP
4903 West Sam Houston Parkway North
Houston, Texas 77041
Tel. No. 713.939-5400

Either party may change the person and his or her fax number to which notices hereunder may be addressed by giving prior written notification to the other party.

5. **PRICING, TERMS AND CONDITIONS, INVOICING:** This Contract does not provide for performance or payment bonds. The Contractor's prices do not include tax. If at any subsequent point, it is determined that sales, use or excise taxes are due on any services or goods provided by the Contractor under this Contract, said costs shall be directly flowed through to, and reimbursed by, the Customer

6. The Contractor shall submit certified invoices in accordance with **Enclosure “A” – Scope of Work**. If the Customer finds the Contractor’s invoices to be correct, in good order, and in the proper format, the Customer will pay the Contractor within thirty (30) calendar days. In the event an invoice is disputed, the Contractor and the Customer will work together to resolve the dispute. If there are portions of the invoice not in dispute, the Customer will pay the Contractor those portions not in dispute within thirty (30) calendar days after review. The Customer will pay the Contractor disputed portions which have been resolved within thirty (30) calendar days of resolution. The Contractor shall have no claim for interest on any disputed amounts that require more than thirty (30) calendar days to resolve.
7. **EXAMINATION OF RECORDS:** Contractor’s non-financial books and records pertaining to the work under this Contract shall at all reasonable times be subject to inspection and audit by the appropriate governmental agencies. The application of audit provisions to fixed price work are not for the purpose of price adjustments to such fixed price work, nor shall Contractor’s cost information for such work be required to be reported. Governmental agencies may, however, examine unpriced records related to such work for the purposes of verifying performance.
8. **RIGHT TO CANCEL; SUSPENSION OR TERMINATION:** The Customer reserves the right to suspend or terminate this Contract in whole or in part at any time if the best interests of the Customer require such termination, and, if so, with sixty (60) calendar days written notice to the Contractor. Upon a termination without cause by the Customer, Contractor shall be entitled to receive payment for all costs incurred and non-cancelable commitments made in support of this Contract prior to the receipt of the termination notice. If the Customer determines the performance of the Contractor is not satisfactory, the Customer will have the option of: (a) terminating the Contract with sixty (60) days written notice, or (b) notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Contract can be terminated at the end of such time. The Contract may also be cancelled by the Contractor with the mutual prior written consent of both parties, or upon sixty (60) days written notice in the event that the Customer has defaulted on some significant obligation of this Contract or has withheld any funds due the Contractor under this Contract.
9. **DELAYS:** In the event the Contractor is delayed in performing services under this contract by the Customer, other governmental bodies, the Customer’s contractors, agents, public utilities, patrons, or other third parties, and such delays result in an increase in costs to the Contractor or time for performance, the Customer and the Contractor will negotiate an equitable adjustment to the Contract price, schedule, or both. The Contractor shall provide timely written notice to the Customer within five (5) business days of becoming aware of a delay or the happening of an event, to provide the Customer with an opportunity to resolve the delay or potential delay.
10. **FORCE MAJEURE:** Except as otherwise expressly provided herein, neither party shall be considered in default in the performance of its obligations hereunder to the extent that such performance is prevented or delayed by any cause, existing or future, which is not within the

reasonable control of such party including, but not limited to, acts of God or the public enemy, fires, earthquakes, explosion, riots, strikes (not including strikes of the Contractor's staff personnel), war, terrorist acts, or inclement weather, where the party whose performance was delayed did not otherwise cause or contribute to the cause of the delay or not prevent, when able to prevent, such delay. Notwithstanding the foregoing, the failures of any of the Contractor's suppliers, subcontractors, or the like shall not excuse the Contractor's performance except to the extent that such failures are due to any cause without the fault and outside the reasonable control of such suppliers, subcontractors, or the like, including, but not limited to, acts of God or the public enemy, fires, explosions, strikes (not including strikes of the Contractor's suppliers', subcontractors', or the like's staff personnel), war, terrorist acts, or inclement weather.

11. **INSURANCE; INDEMNIFICATION:** For the duration of this Contract, the Contractor will submit and maintain proof of insurance coverage in accordance with the Customer's regulations as described below and more fully defined in **Enclosure "B" – Insurance Requirements**.

The Contractor agrees to provide any reasonable insurance coverage for this Contract and copies of applicable insurance policies and endorsements. Contractor cannot, however, permit the Customer to delete, modify, or revise any policy terms, conditions, limitations, or exclusions of the Contractor's insurance program.

12. **ENTIRE AGREEMENT:** This Contract supersedes all proposals, oral or written, and all negotiations, conversations, or discussions heretofore between the parties related to this contract. Customer and Contractor acknowledge that they have not been induced to enter into this Contract by representations or statements, oral or written, not expressly contained herein. The terms and conditions of this Contract shall prevail, notwithstanding any variance with the terms and conditions of any order or any other instruments submitted by the Customer or the Contractor. This Contract shall not be construed to be modified, amended, rescinded, canceled, or waived, in whole or in part, except by written agreement signed by duly authorized representatives of the parties hereto.

13. **SECTION HEADINGS:** The descriptive titles and headings of various sections of the Contract documents are inserted for convenience of reference only and shall not control nor affect the meaning or construction of any of the provisions hereof.

14. **SEVERABILITY:** Should any part of this Contract for any reason be declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Contract had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Contract without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. Any provision shall nevertheless remain in full force and effect in all other circumstances.

Signed, in duplicate originals on the ____ day of _____, 2020.

ATTEST:

CITY OF LAREDO, TEXAS

Jose A. Valdez, Jr.
City Secretary

Robert A. Eads
City Manager

TRANSCORE, LP.

By: _____
Seth Thomas
Vice President

ENCLOSURE “A” – SCOPE OF WORK

**The City of Laredo Bridge System
TransCore 2020-2023
Maintenance Service Agreement**

Scope of Work

A. Maintenance Organization

The Contractor’s chain of command for the maintenance personnel is as follows:

Site Manager – The Site Manager is assigned to the project and ensures that the preventive, corrective, routine, and emergency maintenance is performed in strict accordance with the approved maintenance plan. The Site Manager is generally remote, but makes routine visits to each location.

Lead Technician – The Lead Technician serves as the day-to-day interface with the Site Manager, as well as, being the leading technical expert assigned to the customer.

Contractor’s employees have the authority to do whatever is necessary to keep the Toll Collection System running properly.

1. Contractor will provide, at a minimum 2,080 regular labor hours and a maximum of 400 hours overtime, Lead Technician services person in Laredo.
2. Contractor will provide software support services as needed.
3. Normal business hours are defined as 8:00 a.m. to 5:00 p.m., Monday through Friday excluding City of Laredo holidays and vacation.

B. Site Manager

The primary responsibility of the Site Manager is to supervise the in-lane mechanical force, including scheduling, material procurement, coordinating repairs and tools and other resources required by the Lead Technician and software support team. The Site Manager is located in Houston, Texas and will visit the Customer and locations a minimum of 4 (four) times per year.

1. The Site Manager coordinates, manages, and schedules the maintenance activities. Additional duties include the following:
 - Assigns and trains personnel
 - Supervises the equipment maintenance performed by Contractor technicians or subcontract personnel
 - Trains and retrain
 - Interfaces with Contractor senior managers on a regular basis

The ability to evaluate and advise on matters pertaining to the Toll Collection System (TCS) is required to effectively meet the obligations with the Customer.

2. Contractor will specify any/all subcontractors Contractor plans to use for the proposed services, along with a description of the subcontracted activities to be provided. The Customer has the right to review and approve any subcontractors and to request the removal and replacement of any subcontractor who does not perform to the satisfaction of the Customer. Subcontract personnel will be used on an as-needed basis for any civil or electrical type work on a time and material basis. The Customer reserves the right to select such subcontractor or enter into a direct contract with such firm.

C. Lead Technician

1. The Lead Technician serves as the day-to-day interface with the Customer or Network analyst. The responsibilities of this individual range from scheduling work to evaluating and replacing equipment and performing preventive, corrective and emergency maintenance.
2. In addition to the field organization, Contractor has established technology centers in Houston, Dallas, San Diego, and Harrisburg which may be called upon as required or needed.

D. Maintenance Approach

1. Contractor will act as the single point of contact for the Customer's ETCS hardware and software maintenance. The Site Manager will provide general oversight and coordination of maintenance activities and will serve as the primary liaison. Contractor field maintenance personnel, who are carefully trained in Contractor methods, procedures, and client-oriented approach, will maintain equipment.

When a technician arrives, he will be fully equipped to service the hardware components. The Contractor, as part of its managed-maintenance program, will adhere to a preventive maintenance schedule, taking into consideration predictive maintenance. The history gathered from data collection and analysis will be the basis for predictive maintenance actions.

2. The Customer will be responsible for tracking the utilization of spare parts and inventory in FMMS.
3. Contractor will provide the necessary transportation for the Contractor maintenance personnel and will provide the Customer with an on-board categorized and listed inventory of spare parts as well as weekly reports of spare parts used and the location of such parts for The Customer to update the FMMS database.
4. Contractor will locate their repair center(s) in Customer facilities.

E. Hardware Maintenance

The hardware maintenance service provides on-site coverage with one (1) full time technician during normal business hours as defined in section A.2. After hours on-call coverage will be maintained on a bi-weekly rotation by a single person.

Contractor will use the Customer's bucket and crash attenuator trucks when required to maintain the toll system in accordance with Customer policies and procedures regarding use of such items. We feel this is the most cost-effective and practical way to accomplish this functionality. Contractor does not require this type of equipment in the typical maintenance of the toll system and will strive to schedule its use in advance as much as possible. Contractor will monitor and evaluate this practice and make a recommendation to the Customer if this policy needs to be reexamined.

F. Software Maintenance

Contractor will utilize remote software maintenance for the Customer's toll collection system. Customer's electronic toll collection system has been carefully designed and configured so Contractor personnel can maintain software components remotely. The system architecture also supports the following:

- Remote system management
- Remote network management
- Remote problem diagnosis
- Remote database administration
- Remote system administration

The goal of the system architects was to construct a system that minimized management and administration by the local staff.

Contractor distinguishes between two types of software maintenance activity:

- Corrective Maintenance – the diagnosis and correction of software errors
- Adaptive Maintenance – the modification of existing software to meet changes in user needs or system configuration.

Corrective maintenance will be provided as part of our maintenance services. Adaptive maintenance will be quoted as required.

All remote support activities performed by Contractor personnel will conform to the Customer policies and procedures intended to assure the security of the Customer's system and information assets.

Typical software maintenance and system administration duties include the following:

- System and data disk monitoring
 - System resource monitoring
 - System task monitoring
 - Time service checking
 - System backup management
 - Network monitoring
 - Automated daily processes management
 - Periodic disk defragmentation
 - Periodic data/system growth evaluation
1. The hardware, firmware, software, and software maintenance is warranted as defined in the Service Center Upgrade contract documents, Contractor's proposal and the DDD.
 2. Any change in functionality outside the original contracted scope of work will be quoted outside this Contract.
 3. All changes, modifications and updates required for software maintenance will be submitted by Contractor to the Customer's designated representative in advance for approval. The submittal will include the existing condition, the change proposed, a schedule and the results of the change. Contractor will submit release notes prior to and after any software changes for documentation of changes.
 4. All notations, format changes and changes in procedures resulting from any action(s) above will be submitted by Contractor in the form of release notes prior to and after any software changes for documentation of changes.
 5. Unless it will adversely affect operations and traffic processing, all software maintenance will occur during normal business hours, Laredo local time, in order to allow the Customer to monitor the activities.

G. Database and Network Administration

Typical database and network administration duties include the following:

- Confirm database availability
- Monitor alert logs
- Verify free table space
- Analyze database growth rate
- Administer global data changes
- Review database file activity
- Perform tuning and maintenance
- Check data table fragmentation
- Perform system resource contention adjustments
- Periodic defragmentation of data table
- Periodic review of database growth projections

1. Contractor will coordinate network activities with the Customer's designated network administrator.
2. All changes, modifications and updates required for database maintenance will be submitted by Contractor to the Customer's representative in advance for approval. The submittal will include the existing condition, the change proposed, a schedule and the results of the change. Contractor will submit release notes prior to and after any database changes for documentation of changes.
3. All notations, format changes and changes in procedures resulting from any action above will be submitted by Contractor in the form of release notes to the Customer. Contractor will submit release notes prior to and after any database changes for documentation of changes.
4. Unless it will adversely affect operations and traffic processing, all database maintenance will occur during normal business hours, Laredo local time, in order to allow the Customer to monitor the activities.

H. Spare Parts

Contractor recommends maintaining an inventory of spare equipment and parts onsite in a state that will allow them to be put into service immediately if required. All spare parts are to be identical or equivalent to the parts installed as part of the original installation.

I. Treadle Maintenance

The Customer will continue maintaining the items currently in its areas of responsibility including, but not limited to, treadles and gates.

J. Weigh In Motion (WIM) Maintenance

Weigh-In-Motion (WIM) scales and VCDs on all fourteen (14) lanes should be tested and calibrated on a monthly basis using a certified, statically weighed truck. This is the responsibility of the Customer's technicians.

K. Safety

Contractor personnel will follow all safety rules and regulations observed by the Customers staff at all times. In addition, Contractor personnel will wear dayglow safety vests while working in toll collection lanes.

1. Contractor will be responsible for providing all Customer-required personal safety equipment to its personnel.

L. Work Outside of this Contract

Contractor will provide repairs on a time-and-materials basis for any equipment damaged by accident, neglect or abuse at the price indicated in the pricing section. Additional labor charges for this effort will be applied if the corrective action is performed outside of normal business hours.

1. Contractor will keep accurate records of work performed because of an accident. With proper prior notice to and communication with the Customer, Contractor will do any invoicing for such work so the Customer and Contractor may recover costs associated with this work. However, in no event will Contractor be liable for collecting these accident costs from any third parties. Contractor will look solely to the Customer for the prompt payment of these time and materials charges.

M. Hardware Response Time

Contractor will respond to all calls received within 24 hours - 48 hours. However, Contractor will strive to be on-site within 24 hours.

N. Pricing, Terms and Conditions

This offer is valid for ninety (90) days after which time it expires without obligation. This scope of work does not include the provision of or price thereto of any bonding. If the Customer requires any bond, we will work toward resolve at the time of contract negotiations. This offer does not include tax. If at any subsequent point, it is determined that sales, use or excise taxes are due on any services or goods provided under this Contract, said costs shall be directly flowed through to, and reimbursed by, the Customer. Shipment of all spare hardware will be calculated as part of the component costs.

Payment terms are net thirty (30) days. Invoicing will commence on the last day of the month in which services have been rendered.

Pricing is:

Hardware/Software Maintenance three (3) Years	\$960,693.00
Payable in Thirty Six (36) Monthly Installments of \$26,685.91	
Time and Material	\$97.00 per hour Material at cost +15%
Spares, Consumables	Cost +15%

1. Bonds: This contract does not provide for any bonding.
2. Hardware maintenance costs will not include parts replacements, spares, or consumables.

3. Software maintenance will continue to be provided to the Customer by Contractor as per the warranty provisions of the original contract documents.
4. Any labor and materials outside the scope of work of either the surviving portions of this Contract will be billed on a time and material basis after approval to complete has been given by the Customer at a cost of ninety-five dollars (\$97.00) per hour for time & materials work. This would include accidents and force majeure.
5. Spares and consumables:
 - a. The Customer, if desires, may order spare parts and consumables directly from their manufacturers.
 - b. The Customer may procure spare parts from Contractor at cost plus fifteen percent (15%) rate.

O. Identification

1. All Contractor personnel working in and around Customer facilities will follow Customer security policies and procedures (such as wearing a picture identification tag at all times).

ENCLOSURE “B” – INSURANCE REQUIREMENTS

Prior to commencement of any work under this Contract, the Contractor shall furnish a completed Certificate of Insurance to the City of Laredo Risk Management Division and the City Secretary’s Office. The Certificate shall be completed and signed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon and which shall furnish and contain all required information referenced and indicated thereon. The Customer shall have no duty to pay or perform under the Contract until such completed and signed Certificate of Insurance shall have been delivered to the Risk Management Division and the City Secretary’s Office, and no officer, employee or elected official shall have authority to waive this requirement.

The Customer reserves the right to review the insurance requirements of this section during the effective period of the Contract or any extension or renewal hereof.

A contractor’s financial integrity is of interest to the Customer, therefore, subject to the Contractor’s right to maintain reasonable deductibles in such amounts as are approved by the Customer, the Contractor shall obtain and maintain in full force and effect for the entire duration of the Contract, and any extension or renewal hereof, at Contractor’s sole expense, insurance coverage written on an occurrence basis, with the exception of professional liability which may be written on a claims-made basis, by companies authorized and admitted to do business in the State of Texas and rated A or better by A.M. Best Company and/or otherwise acceptable to the Customer of the following types and amounts:

- | TYPE | LIMIT |
|---|-------------------------------|
| 1. Workers Compensation | Statutory |
| 1a. Employers’ Liability | \$500,000/\$500,000/\$500,000 |
| 2. Commercial General (public) Liability Insurance to include coverage for the following: | |

a. Premise Operations	Combined Single Limit for Bodily
b. Independent Contractors	Injury and Property Damage
c. Products Liability	of \$1,000,000 per occurrence
d. Contractual Liability	or its equivalent
e. Explosion, Collapse, underground or its equivalent	
f. Broad form property damage, to include fire legal liability	

3. Comprehensive Auto Liability

a. Owned/Leased vehicles	Combined Single Limit for Bodily
b. Non-owned vehicles	Injury and Property Damage
c. Hired vehicles	of \$1,000,000 per occurrence or its equivalent

4. Fidelity Bond or Commercial Blanket Bond, in an amount not less than \$1,000,000, covering all of the Contractor's employees who may handle or be responsible for monies or property of the Customer.
5. Excess Liability Insurance, subject to its own terms and conditions, in limits of not less than \$2,000,000, in excess of the insurance provided in subparagraphs 1a, 2 and 3 above.
6. Professional Liability Insurance, subject to its own terms and conditions, in limits of not less than \$1,000,000 each claim.

The Contractor agrees, that with respect to the above required insurance, all insurance contracts and Certificates of Insurance, with the exception of Professional Liability insurance, will contain the following required provisions:

- Name the City of Laredo and its officers, employees, agents, and elected representatives as additional insured with respect to operations and activities of, or on behalf of, the named insured performed under contract with the Customer, with the exception of the Professional Liability, Workers' Compensation and Employers' Liability policies.
- The Workers' Compensation and Employers' Liability policy will provide a waiver of subrogation in favor of the City of Laredo.

The Contractor shall notify the Customer in the event of any notices of cancellation, non-renewal or material change in coverage and shall give such notices not less than thirty (30) days to change, which notice must be accompanied by a replacement Certificate of Insurance. All such notices shall be given to the Customer at the following address:

City of Laredo
Human Resources Department
Attention: Risk Management Division
1102 Bob Bullock Loop
Laredo, Texas 78043

City of Laredo
City Secretary's Office
P.O. Box 579
Laredo, Texas 78042-0579

If the Contractor fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the Customer may maintain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the Contract upon giving written notice to the Contractor by certified return receipt mail; however, procuring of said insurance by the Customer is an alternative to other remedies the Customer may have, and is not the exclusive remedy for failure of the Contractor to maintain said insurance or secure such endorsement. In addition to any other remedies the Customer may have upon Contractor's failure to provide and maintain any insurance or policy endorsement to the extent and within the time herein required, the Customer shall have the right to order Contractor hereunder, and/or withhold payment(s) which become due, to Contractor, hereunder until Contractor demonstrates

compliance with the requirements hereof.

Nothing herein shall be construed as limiting in any way the extent to which the Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this Contract.

INDEMNITY

Contractor covenants and agrees to fully indemnify, defend, and hold harmless agents and/or assigns, the City of Laredo and the elected officials, employees, officers, directors, volunteers, and representatives of the Customer, individually, or collectively, from and against costs, claims, liens, direct damages, losses, expenses, fees, fines, penalties, proceedings, actions, demand, causes of actions, liability, and suits, including but not limited to, personal injury, or death and property damages, made upon the Customer directly arising out of, resulting from or related to Contractor's activities under this Contract, including any acts or omissions of Contractor, any agent, officer, director, representative, employee, consultant, or subcontractor of Contractor, while in the exercise of performance of the rights or duties under this Contract, all without however, waiving any governmental immunities available to the Customer under Texas Tort Law and without waiving any defenses of the parties under Texas Law. The provisions of this indemnification are solely for the benefit of the parties hereto and are not intended to create grant of any rights, contractual or otherwise, to any other person or entity. Contractor shall promptly advise the Customer in writing of any claims or demands against the Customer or Contractor known to the Contractor related or arising out of Contractor's activities under this Contract and shall see the investigation of and defense of such claim or demand at Contractor's activities under the Contract and shall see the investigation of and defense of such claim or demand at Contractor's cost. The Customer shall have the right, at its option, and at its own expense, to participate in such defense without relieving Contractor of any of its obligations under this paragraph.

Notwithstanding anything to the contrary anywhere in this Contract, in no event shall either party be liable to the other for any incidental, indirect or consequential damages associated with this Contract or the parties performance hereunder.

*****END OF CONTRACT DOCUMENTS*****

City Council-Regular

Meeting Date: 04/06/2020

Initiated By: Rosario Cabello, Co-Interim City Manager

Staff Source: Arturo Garcia, Building Development Services

SUBJECT

2020-R-052 Authorizing and approving a fee waiver and a Tax Abatement Agreement between the City of Laredo and ELI-GAR LTD. For a proposed project located at 3402 Clark Blvd, lot 2; block 11; Eastwood Subdivision that consists of automated car wash, 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 \$938,880.00, estimated annual tax abatement total of \$5,952.50 and estimated total fee waivers of \$3,600.00. Guidelines and criteria for the agreement are set forth in the attached agreement and information.

PREVIOUS COUNCIL ACTION

On September 15, 2017, City Council thru Resolution 2017-R-98 designated and created Neighborhood Empowerment Zone three (3).

BACKGROUND

The City of Laredo created the Neighborhood Empowerment Zone (NEZ) Program to improve 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.

ELI-GAR Ltd. has proposed a new project located at 3402 CLARK BLVD. The project will be new construction - automated car wash on the property. The estimated capital investment of the project is \$938,880.00. The project is located within the NEZ District 3 and meets the zoning requirements as established by the NEZ criteria. This project is located within City Council District IV

The City of Laredo would waive associated fees for the following permits: Building Permit, Plan Review, Plumbing, Electrical, Mechanical, Fire, Right-of-Way (curb and street cut), Water Permit, Sprinkler System Fees.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that City Council approve this resolution.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The

project has an estimated capital investment total of \$938,880.00, estimated annual tax abatement total of \$5,952.50 and estimated total fee waivers of \$3,600.00.

Attachments

application

deed

cost estimate

construction documents

supporting documents

Resolution



CITY OF LAREDO
NEIGHBORHOOD EMPOWERMENT ZONE (NEZ) PROGRAM



PROJECT CERTIFICATION APPLICATION

I. Application Checklist – please submit the following documentation

- ☒ A completed application form
- ☒ **Non Refundable Application fee** – For basic incentives application **excluding** Tax Abatement, the application fee is \$100.00. For multi-family, commercial, industrial, commercial facilities, and mixed-use tax abatement application; 0.5% of the total Capital Investment of the project, with a \$150.00 minimum and not to exceed \$1,000.00; for residential **tax abatement** applications: \$100.00 per house.
- ☒ Proof of ownership, such as a warranty deed, affidavit of heirship, or a probated will **OR** evidence of site control, such as option to buy (**A registered warranty deed is required for a tax abatement application**)
- ☒ A reduced 11 x 17 floor plan, site plan, and site elevation with a written detailed project description that includes a baseline performance standard and a construction time
- ☒ A detailed line item budget showing the cost breakdown for the project
- ☒ Appraisal Card from Webb County Appraisal District

The City Ethics Code prohibits certain city officials and employees, as well as their close family members and any businesses they or their families hold a 10% or greater ownership interest from having a financial interest in a contract, purchase or sale with the City. Please refer to Section 2.09 of the City Ethics Code (Prohibited Interest in Contracts) for complete information. If you have any questions, please contact the City Attorney's Office to request to speak with the Ethics Compliance Officer at (956) 791-7319.

Currently, or within the past twelve (12) months, have you, your spouse, sibling, parent, child or other family member within the third degree of consanguinity or second degree of affinity served as a City of Laredo official or employee? If so, please provide the name of the official or employee, dates of service, and relationship to the official or employee.

no

Currently, or within the past twelve (12) months, has an owner, partner, or employee of a business entity in which you, your spouse, parent, child own 10% or more of the voting stocks or shares, or 10% or more of the fair market value served as a city official or employee? If so, please provide the name of the official or employee, dates of service, and relationship to the official or employee.

no

- ☐ Are you aware of any fact(s) with regard to this application that would raise a "conflict of interest" issue under Section 2.01 of the City Ethics Code for any city official or employee. If so, please explain.

no

Answering in the affirmative to any of the questions above will require this application be referred to the City Attorney's Office for review and determination on whether your project would violate any of the applicable provisions of the City of Laredo Code of Ethics.

Applicant's Signature: 

Date: 1/09/20

WARNING: THIS IS A GOVERNMENT DOCUMENT TEXAS PENAL CODE, SECTION 37.10 SPECIFIES PENALTIES FOR MAKING FALSE ENTRIES OR PROVIDING FALSE INFORMATION IN THIS DOCUMENT

Incomplete applications will not be processed for certification until all required documents shown in the above checklist are submitted within 30 days after the application is received.

You must apply for tax abatement before any building permits are issued for your property and before any improvements are made to your property. It takes 30-60 business days to complete the Tax Abatement Agreement approval process after the issuance of the NEZ Certification depending on the complexity of your project. All building permits must be pulled within the 12 month period that certification was approved, or within 12 month period that the tax abatement was approved or you will be required to re-apply for NEZ incentives.

II. Applicant/Agent Information

1. Applicant: Eli-Gar LTD
2. Contact Person: Eliud Garcia II
3. Address: 2446 San Isidro Parkway /
3402 Clark Blvd Laredo TX 78045
Street City State Zip
4. Phone Number: (956) 898-2088
5. Fax No.: _____
6. E-Mail: eliud@aguaauto wash.com
7. Agent (if any): _____

8. Address: 3402 Clark Blvd Laredo Tx 78043
 Street City State Zip

9. Phone No.: (956) 898-2088

10. Fax No.: _____

11. E-Mail: elud@aquacutwash.com

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
3402 Clark Blvd	78043	Eastwoods	2	11		
2446 San Isidro	78045	Unit 5	2	1		
2610 Del Mar	78045	Del Mar Reserve	2A	1	Phase 11	
2602 Del Mar	78045	Del Mar Reserve	1	1	Phase 1	
6200 McPherson	78041		1A	1		
3202 Cuatro Vientos	78046	Cuatro Vientos Norte	1	1	Phase 13	
3302 Cuatro Vientos	78046	Cuatro Vientos	2	1	Phase 13	

2. For each property listed in Table 1, please check the boxes below to indicate if:

- ☐ There are taxes past due or:
- ☐ There are City liens; or
- ☐ You (meaning the applicant, developer, associates, agents, principals) have been subject to a Order of Demolition where the property was demolished within the last 5 years.

Table 2 Property Taxes and Liens

Address	Proper ty Taxes Due	Weed Liens	Board-up/Open Structure Liens	Demolit ion Liens	Paving Liens	Order of Demol ition
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(Please see attached sheets of paper as needed.)

If there are taxes due or liens against any property in the City of Laredo you may not be eligible for NEZ incentives.

3. Does the proposed project conform to the City of Laredo zoning? ☒ Yes ☐ No

If no, what steps are being taken to ensure compliance?

4. Project Type:	<input type="checkbox"/> Single Family	<input type="checkbox"/> Multi-Family	<input checked="" type="checkbox"/> Commercial	<input type="checkbox"/> Industrial	<input type="checkbox"/> Community Facilities	<input type="checkbox"/> Mixed-Use
------------------	--	---------------------------------------	--	-------------------------------------	---	------------------------------------

- ☒ Owner Occupied
☐ Rental Property

5. Please describe the proposed residential or commercial project and provide 11 x 17 drawing: Automatic Car Wash

6. If your project is commercial, industrial, or mixed-use project, please describe the types of business that is being proposed: Automatic Car Wash

7. Is this new construction or rehabilitation project? ☒ New Construction ☐ Rehabilitation

8. How much is the total development cost of your project? \$938,800.00

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? 3,500 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 Units	Percentage

12. For a commercial, industrial, or community facilities project, indicate square footage of non-residential space.

Commercial	Industrial	Community Facilities
5,500		

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
Building	47,900	Garage / Lot
TOTAL	47,900	

***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

- | | | |
|---|---|--|
| <input type="checkbox"/> 5 years | <input checked="" type="checkbox"/> More than 5 years | <input type="checkbox"/> Apartments |
| <input type="checkbox"/> Residential Owner Occupied | <input type="checkbox"/> Residential Rental Property | <input checked="" type="checkbox"/> Commercial |

Development Fee Waivers

- ☒ All building permit related fees (including Plans Review and Inspection)
- ☐ Plat application fee (including concept plan, preliminary plat, final plat, short form replat)
- ☐ Zoning application fee
- ☐ Board of Adjustment Application Fee
- ☐ Demolition Fee
- ☐ Structure Moving Fee
- ☐ Street Utility Easement vacation application fee

Impact Fee Waivers

- ☒ Water (Meter Size _____) (No. of meters _____) ☐ Transportation

Release of City Liens

- ☐ Weed Liens ☐ Paving Liens ☐ Board up-open structure Liens ☐ Demolition Liens

IV. ACKNOWLEDGMENTS

I hereby certify that the information provided is true and accurate to the best of my knowledge.

I understand that the approval of fee waivers and other incentives shall not be deemed to be approval of any aspect of the project and that the application must be ratified by the City Council. I understand that I am responsible in obtaining required permits and inspections from the City and in ensuring the project is located in the correct zoning district.

Eliud Garcia II
PRINTED OR TYPED NAME

[Signature]
AUTHORIZED SIGNATURE

1/29/20
DATE

Please email your application to:
Roland H. Lozano, Jr. at rlozano1@ci.laredo.tx.us
Building Development Services Department
 1120 San Bernardo, Laredo, Texas 78040
 P: 956.794.1625 F: 956.795.2908

Historical information is provided for informational purposes only. For more information on the NEZ application process, visit our website at www.ci.laredo.tx.us/building

For Office Use Only					
Application No. _____	In which NEZ? _____			Council District _____	
Application Completed Date: _____	Conform with Zoning? _____			Yes	No
Type: <input type="checkbox"/> Single Family	<input type="checkbox"/> Multi-Family	<input type="checkbox"/> Commercial?	<input type="checkbox"/> Industrial		
<input type="checkbox"/> Community Facilities	<input type="checkbox"/> Mixed Use				
Construction Completion Date: _____	before NEZ		after NEZ		
Ownership Site Control	Yes		No		
WEBCAD Account No. _____	Consistent with the NEZ plan?			Yes	No
Minimum Capital Investment?	Yes		No		
Rehabilitation at or higher than 25%?	Yes	No	Meet Mixed-Use Definition:	Yes	No
Tax current on this property?	Yes	No	City liens on this property?	Yes	No
Tax Current on other properties	Yes	No	City liens other properties?	Yes	No
<u>This Property</u>			<u>Other Properties</u>		
Weed Liens	Yes	No	Yes No		
Board-up/open structure liens	Yes	No	Yes No		
Demolition liens	Yes	No	Yes No		
Paving liens	Yes	No	Yes No		
Order of Demolition	Yes	No	Yes No		
Certified? <input type="checkbox"/> Yes <input type="checkbox"/> No	Date certification issued? _____				
If not certified, reason: _____					
Referred to _____			Received by _____		

CF# 215241-DS

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS 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.

GENERAL WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WEBB §

THAT THE UNDERSIGNED PAUL YOUNG PROPERTIES, LTD., hereinafter referred to as "Grantor," whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash, and other good and valuable consideration in hand paid by the Grantee, hereto named, the receipt and sufficiency of which is hereby fully acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto ELL-GAR, LTD., herein referred to as "Grantee," whether one or more, all of the following described real property in Webb County, Texas, to-wit:

Situated in Webb County, Texas and being the SURFACE ONLY in and to Lot Number TWO (2) in Block Number ELEVEN (11), EAST WOODS SUBDIVISION, PHASE IV, a subdivision situated in the City of Laredo, as per plat recorded in Volume 18, Page 48, Webb County Plat Records.

This conveyance is made and accepted subject to the following matters, to the extent same are in effect at this time: Easements, rights of way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, but only to the extent that they are still in effect, relating to the herein above described property, specifically this conveyance is made subject to the following:

1. Restrictive Covenants recorded in Volume 2757, Pages 118-123, Webb County Official Public Records and Plat Restrictions recorded in Volume 18, page 48, Webb County Plat Records.
2. Easement and Right-of-Way dated June 5, 1952, executed by Sue B. O'Hern and James Michael O'Hern to Central Power and Light Company, recorded in Volume 226, pages 212-213, Webb County Deed Records.
3. An undivided 1/3rd. of all oil, gas and other minerals reserved in Deed dated May 25, 1976, executed by Pamela Y. Schockley to Paul H. Young, Jr. and Patricia Y. Zuniga and husband, Oscar J. Zuniga, recorded in Volume 513, pages 27-34, Webb County Deed Records.
4. All oil, gas and other minerals will be excepted from Title Policy, as reserved by Grantor in Deed dated May 5, 1994, executed by Paul H. Young, Jr., et al to Big O Development, L.C., a Texas Limited Liability Company, recorded in Volume 210, pages 790-792, Webb County Official Public Records and in Correction Warranty Deed recorded in Volume 526, pages 302-305, Webb County Official Public Records.



5. Subject to a negative easement denying all oil, gas and mineral operations on the property without the consent of the surface owner, as set forth in Warranty Deed dated May 5, 1994, executed by Paul H. Young, Jr., Oscar J. Zuniga and Patricia Y. Zamora to Big O Development, L.C., a Texas Limited Liability Company, recorded in Volume 210, pages 790-792, Webb County Official Public Records and in Correction Warranty Deed recorded in Volume 526, pages 302-305, Webb County Official Public Records.
6. Airport Zoning Regulations adopted by Joint Airport Zoning Board of the City of Laredo and County of Webb on April 7, 1980, recorded in Volume 655, pages 277-283, Webb County Deed Records, and Amendment recorded in Volume 1821, pages 754-783, Webb County Official Public Records.
7. All utility easements and minimum building setback lines, as set out in Eastwards Subdivision, Phase IV, Plat recorded in Volume 18, page 48, Webb County Plat Records.
8. Contract, Easement and Use Restriction dated April 30, 1998, executed by Big O Development, L.C., a Limited Liability Company, Owner to Central Power and Light Company, Company, recorded in Volume 650, pages 56-60, Webb County Official Public Records and First Amendment filed July 9, 1999, recorded in Volume 847, pages 448-452, Webb County Official Public Records.
9. Easement Right of Way executed by Big O Development to Central Power and Light, dated November 11, 1999 and recorded in Volume 841, Page 420, Webb County Official Public Records.
10. Easement and Right of Way executed by Big O Development, L.C., to Central Power and Light Company, dated November 11, 1999 and recorded in Volume 856, Page 762-764, Webb County Official Public Records.
11. Subject to Contract, Easement and Use Restrictions dated April 23, 1999, executed by between Central Power and Light and Arthur Zuniga and recorded in Volume 766, pages 506-509, Webb County Official Public Records.
12. Subject to terms and conditions of Restrictive Covenants dated April 16, 2007 executed by and between Paul Young Properties, Ltd., as Grantor and Hi-Lo Auto Supply LP, as Grantee and recorded in Volume 2340, pages 64-69, Webb County Official Public Records.
13. Reciprocal Easement Agreement executed by Paul Young Properties, Ltd., to George Beckelhymer, et al, dated May 15, 2009 and recorded in Volume 2757, Page 124-130, Webb County Official Public Records.

TO HAVE AND TO HOLD the above described premises, together with all the rights and appurtenances lawfully accompanying it, by the Grantee, Grantee's heirs, executors, administrators, successors and/or assigns forever; and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors and/or assigns to WARRANT AND FOREVER DEFEND all the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof.

As a material part of the consideration for this deed, Grantor and Grantee agree that Grantee is taking the property "AS IS" with any and all latent and pertinent defects and that there is no warranty by Grantor that the property is fit for a particular purpose. Grantee acknowledges that it is not relying upon any representation, statement, assertion or nonassertion by Grantor or Grantor's agents with respect to the property condition, but is relying solely upon its own examination of the property. Grantee takes the property under the express understanding there are no express or implied warranties except for warranties of title set forth in this document.

The use of any pronoun herein to refer to Grantor or Grantee shall be deemed a proper reference even though Grantor and/or Grantee may be an individual (either male or female), a corporation, a partnership or a group of two or more individuals, corporations and/or partnerships, and when this Deed is executed by or to a corporation, or trustee, the words "heirs, executors and administrators" or "heirs and assigns" shall, with respect to such corporation or trustee, be construed to mean "successors and assigns".

EXECUTED this 27 day of MARCH, 2018

PAUL YOUNG PROPERTIES, LTD:

BY: *Paul H. Young, Jr.*
PAUL H. YOUNG, JR. PARTNER

PAUL YOUNG PROPERTIES, LTD:

BY: *Paul H. Young, Jr.*
PAUL H. YOUNG, JR., OWNER

Grantee's Address:

2446 San Isidro Pkwy
Laredo, Texas 78045

THE STATE OF TEXAS
COUNTY OF WEBB

§
§

The foregoing instrument was acknowledged before me on the 28 day of March, 2018, by
Paul H. Young, Jr. PAUL YOUNG PROPERTIES, LTD.



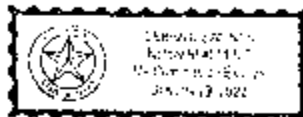
Dee H. L.
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME OF NOTARY
MY COMMISSION EXPIRES: _____

THE STATE OF TEXAS
COUNTY OF WEBB

§
§

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Paul H. Young, Jr. PAUL YOUNG PROPERTIES, LTD.



Dee H. L.
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME OF NOTARY
MY COMMISSION EXPIRES: _____

G#H 215241-JS

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS 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.

GENERAL WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WEBB §

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As a material part of the consideration for this deed, Grantor and Grantee agree that Grantee is taking the property "AS IS" with any and all latent and pertinent defects and that there is no warranty by Grantor that the property is fit for a particular purpose. Grantee acknowledges that it is not relying upon any representation, statement, assertion or nonassertion by Grantor or Grantor's agents with respect to the property condition, but is relying solely upon its own examination of the property. Grantee takes the property under the express understanding there are no express or implied warranties except for warranties of title set forth in this document.

DOC #1324705, QPR 4392 / 0194

DOC #1324705
Recorded 03/28/2018 03:03:38 PM

Sandra Mendoza

By: SANDRA MENDOZA, DEPUTY
MARGIE RAMIREZ IBARRA, COUNTY CLERK
Fees: \$34.00

STATE OF TEXAS
COUNTY OF WEBB
HEREBY CERTIFY THAT THIS INSTRUMENT WAS
FILED ON THIS DATE AND AT THE TIME STAMPED
BY ME AND WAS THEN RECORDED IN THE
VOLUME AND PAGE OF THE OFFICIAL PUBLIC
RECORDS OF WEBB COUNTY TEXAS AS STAMPED
HEREON BY ME



Margie Ramirez Ibarra
COUNTY CLERK
WEBB COUNTY, TEXAS

QUANTUM - CONSTRUCTION COST ESTIMATE

OWNER / COMPANY:

AQUA CAR WASH

PROJECT NAME / PROJECT CODE

AQUA CAR WASH 2

#	TRADE / ITEM	UNIT	QTY	UNIT COST	TOTAL
DIVISION 1 - GENERAL REQUIREMENTS - SOFT COST					\$ 8,950.00
1961	Toilets	months	6.00	\$ 200.00	1,200.00
1960	Trash Containers/Dumpsters	ls	1.00	\$ 3,000.00	3,000.00
1413	Permits	ls	1.00	\$ 1,500.00	1,500.00
1950	Blue Prints	ls	1.00	\$ 750.00	750.00
1740	Final Cleanup	ls	1.00	\$ 2,500.00	2,500.00
DIVISION 2 - EXISTING CONDITIONS					\$ 2,750.00
2913	Concrete Washout pit	ls	1.00	\$ 750.00	750.00
2914	Traffic Control	ls	1.00	\$ 2,000.00	2,000.00
DIVISION 3 - CONCRETE					\$ 239,172.90
0	Hollow core Precast Concrete Panels 48" wide	sf	1.00	\$ 43,060.00	43,060.00
0	Labor	sf	1.00	\$ 17,500.00	17,500.00
3911	Sidewalks Material & Labor	sf	3172.00	\$ 3.00	9,516.00
3916	Concrete Slab Material	cy	83.00	\$ 110.00	9,190.00
3916	Concrete Slab Labor	sf	4510.00	\$ 2.51	11,275.00
3918	Concrete Footings Material	cy	66.00	\$ 110.00	7,260.00
3918	Concrete Footing beams Material	cy	38.50	\$ 110.00	4,235.00
3210	Concrete Reinforcement Material	ls	1.00	\$ 23,936.90	23,936.90
3210	Concrete Pavement Material & Labor	ls	18160.00	\$ 4.50	81,810.00
0	Concrete Trench Material	cy	29.40	\$ 110.00	3,234.00
0	Concrete Trench Labor	ls	1.00	\$ 4,500.00	4,500.00
0	Concrete Concrete piers for Canopies	ea	7.00	\$ 450.00	3,150.00
3814	Concrete Driveways	ea	2.00	\$ 2,500.00	5,000.00
3810	Concrete Curb cut	ls	1.00	\$ 2,500.00	2,500.00
3091	Traffic Control	sf	4000.00	\$ 0.35	1,400.00
3491	Steel Bollards	ls	10.00	\$ 350.00	3,500.00
0	Grds (trench, Pns, etc)	ls	1.00	\$ 6,000.00	6,000.00
DIVISION 4 - MASONRY					\$ 100,657.97
4430	Stone Veneer Material	sf	876.75	\$ 5.04	4,418.82
4430	CMU Block Material	cu	11341.05	\$ 2.05	23,249.15
4430	Stone Veneer, CMU Block and Stucco Material Labor	ls	1.00	\$ 68,000.00	68,000.00
	Concrete for CMU	cu	1.00	\$ 5,000.00	5,000.00
DIVISION 5 - METALS					\$ 62,455.00
Metal Structure					
0990	Metal Building Structure furnish and installation	ls	1.00	\$ 50,000.00	50,000.00
Miscellaneous					
0	Metal Canopies (Shaded) furnish and installation	ls	1.00	\$ 12,455.00	12,455.00
DIVISION 6 - WOOD, PLASTICS & COMPOSITES					\$ 11,075.55
6410	Laminated Millwork Cabinets	ls	1.00	\$ 1,500.00	1,500.00
0	Plastic Wall Panels Material & Labor	ls	1.00	\$ 9,575.55	9,575.55
DIVISION 7 - THERMAL & MOISTURE PROTECTION					\$ 3,300.00
7840	Fire Stopping	ls	1.00	\$ 3,300.00	3,300.00

QUANTUM - CONSTRUCTION COST ESTIMATE

OWNER / COMPANY

AQUA CAR WASH

PROJECT NAME / PROJECT CODE

AQUA CAR WASH 17

#	TRADE / ITEM	UNIT	QTY	UNIT COST	TOTAL
DIVISION 8 - OPENINGS					\$ 41,102.00
8101	Interior and Exterior Vtl Frames, Doors, Hardware	ls	8.00	\$ 850.00	\$ 6,800.00
8111	Door Installation Labor	ps	8.00	\$ 150.00	\$ 1,200.00
8321	Overhead Door Material & Labor	ls	1.00	\$ 12,442.00	\$ 12,442.00
8410	Aluminum Storefronts Material & Labor	ls	1.00	\$ 17,810.00	\$ 17,810.00
8410	Exterior Metal Doors for Dumpster area	ls	1.00	\$ 2,850.00	\$ 2,850.00
DIVISION 9 - FINISHES					\$ 11,952.00
Flooring					
9001	Interior Ceramic Tile Material	sf	390.60	\$ 1.75	\$ 683.55
9310	Thin set	bg	13.45	\$ 18.50	\$ 247.73
9310	Grout	bg	2.10	\$ 12.50	\$ 26.25
9310	Freight	s	1.00	\$ 150.00	\$ 150.00
9001	Ceramic Tile Labor (including floor leveling)	sf	372.00	\$ 1.50	\$ 558.00
9001	Exterior Ceramic Tile Material	sf	1323.00	\$ 2.50	\$ 3,307.50
9310	Thin set	bg	44.10	\$ 18.50	\$ 815.85
9310	Grout	bg	10.50	\$ 12.50	\$ 131.25
9310	Freight	ls	1.00	\$ 400.00	\$ 400.00
9001	Exterior Ceramic Tile Labor	sf	1260.00	\$ 2.50	\$ 3,150.00
Ceilings					
9030	Suspended Ceiling Tile 24"x48" Material	sf	390.60	\$ 2.00	\$ 781.20
9030	Suspended Ceiling Tile 24"x48" Labor	sf	372.00	\$ 1.50	\$ 558.00
Walls					
9272	Wall Ceramic Tile @5' Baths Material	sf	147.00	\$ 3.50	\$ 514.50
9272	Thin set	bg	5.25	\$ 18.50	\$ 97.13
9272	Grout	bg	2.10	\$ 12.50	\$ 26.25
9272	Freight	ls	1.00	\$ 150.00	\$ 150.00
9271	Wall Ceramic Tile @5' Baths Labor	sf	140.00	\$ 2.50	\$ 350.00
DIVISION 10 - SPECIALTIES					\$ 9,478.66
10280	Sign Accessories	ls	1.00	\$ 300.00	\$ 300.00
10281	Installation	ps	1.00	\$ 100.00	\$ 100.00
0	Exterior Signs	ps	1.00	\$ 9,078.66	\$ 9,078.66
DIVISION 11 - EQUIPMENT					\$ 25,225.20
11010	Rental Equipment	ls	1.00	\$ 10,000.00	\$ 10,000.00
11010	Large Pump Rental	ls	1.00	\$ 7,000.00	\$ 7,000.00
0	Small Pump Rental	ls	1.00	\$ 5,000.00	\$ 5,000.00
0	Flag Pole Material	ls	1.00	\$ 2,375.20	\$ 2,375.20
0	Flag Pole Labor	ls	1.00	\$ 850.00	\$ 850.00
DIVISION 12 - FURNISHINGS					\$ 2,470.00
12360	Solid Surface Genar Material	ps	2.00	\$ 800.00	\$ 1,600.00
12360	Adhesive	ps	2.00	\$ 45.00	\$ 90.00
12360	Solid Surface Labor	sf	60.00	\$ 13.00	\$ 780.00

QUANTUM - CONSTRUCTION COST ESTIMATE

OWNER / COMPANY			PROJECT NAME / PROJECT CODE		
AQUA CAR WASH			AQUA CAR WASH 2		
#	TRADE / ITEM	UNIT	QTY.	UNIT COST	TOTAL
DIVISION 13 - SPECIAL CONSTRUCTION					\$ -
DIVISION 14 - CONVEYING EQUIPMENT					\$ -
DIVISION 21 - FIRE SUPPRESSION					\$ 255.00
21240	Fire Extinguishers	ls	3.00	\$ 85.00	\$ 255.00
DIVISION 22 - PLUMBING					\$ 60,000.00
22000	Plumbing Work	ls	1.00	\$ 60,000.00	\$ 60,000.00
DIVISION 23 - HEATING, VENTILATING & AIR CONDITIONING (HVAC)					\$ 16,000.00
23000	All HVAC Work	ls	1.00	\$ 16,000.00	\$ 16,000.00
DIVISION 25 - INTEGRATED AUTOMATION					\$ -
DIVISION 26 - ELECTRICAL					\$ 200,879.00
26000	All Electrical Work (Value Engineer Lighting Package)		1.00	\$ 200,879.00	\$ 200,879.00
DIVISION 27 - COMMUNICATIONS					\$ -
DIVISION 28 - ELECTRONIC SAFETY & SECURITY					\$ -
DIVISION 31 - EARTHWORK					\$ 45,000.00
31000	Sitework	ls	1.00	\$ 45,000.00	\$ 45,000.00
DIVISION 32 - EXTERIOR IMPROVEMENTS					\$ 23,750.00
32000	Parking lot Stripping	ls	1.00	\$ 3,500.00	\$ 3,500.00
32000	Exterior Ramps	ls	7.00	\$ 750.00	\$ 5,250.00
32000	Landscaping & Irrigation	ls	1.00	\$ 15,000.00	\$ 15,000.00
DIVISION 33 - UTILITIES					\$ 13,590.00
33000	Utilities	ls	1.00	\$ 13,590.00	\$ 13,590.00
DIVISION 34 - TRANSPORTATION					\$ -
DIVISION 35 - WATERWAY & MARINE CONSTRUCTIONS					\$ -
DIVISION 40 - PROGRESS INTEGRATION					\$ -
DIVISION 41 - MATERIAL PROCESSING & HANDLING EQUIPMENT					\$ -
DIVISION 42 - PROCESS HEATING, COOLING & DRYING EQUIPMENT					\$ -
DIVISION 43 - PROCESS GAS & LIQUID HANDLING, PURIFICATION & STORAGE EQUIP.					\$ -
DIVISION 44 - POLLUTION CONTROL EQUIPMENT					\$ -
DIVISION 45 - INDUSTRY-SPECIFIC MANUFACTURING EQUIPMENT					\$ -
DIVISION 46 - WATER & WASTEWATER EQUIPMENT					\$ -
DIVISION 48 - ELECTRICAL POWER GENERATION					\$ -
DIVISION 99 - NARRATIVES					\$ -

SUBTOTAL 1			\$	878,073.28
Contractor Overhead			3.0% \$	26,342.20
Profit			6.1% \$	53,465.00
SUBTOTAL 2			\$	957,880.49
Allowance			\$	-
TOTAL			\$	957,880.49
VE Lighting Package Deduction			\$	(19,000.49)
GRAND TOTAL			\$	938,880.00

**STEVE SIEBERT
ARCHITECTURE**

8000 NORTH FEDERAL HIGHWAY
BOYTON BEACH, FLORIDA 33435
Telephone: (561) 882-7854
E-Mail: info@stevesiebert.com
Telex: Architect L/maile 7934

WRITE IN DIMENSIONS ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALES OR DIMENSIONS. ERRORS OR OMISSIONS FROM THESE PLANS DO NOT RELIEVE CONTRACTORS, SUBCONTRACTORS OR PRODUCT MANUFACTURERS FROM ANY RESPONSIBILITY FOR COMPLYING WITH CODE OR JURISDICTIONAL, AUTHORITY REQUIREMENTS. ANY DISCREPANCIES ON ADDITIONAL REQUIREMENTS MUST BE REPORTED TO THE ARCHITECT IMMEDIATELY FOR APPROPRIATE ACTION. CONSENT BY MEANS SEVERE ARCHITECTURE - UNAUTHORIZED REPRODUCTION OR OTHER USE OF THIS DRAWING IS PROHIBITED.

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ARCHITECTURAL SHEETS	STRUCTURAL SHEETS
T1.0.....TITLE SHEET AND GENERAL NOTES	S1.0.....GENERAL STRUCTURAL NOTES
N1.0.....CONSTRUCTION NOTES AND PROJECT DATA	S2.0.....FOUNDATION PLAN
A1.0.....SITE PLAN	S2.1.....CONVEYOR & DRAIN TRENCH PLANS
A1.1.....SITE DETAILS	S2.2.....CONVEYOR & DRAIN TRENCH DETAILS
A1.2.....VACUUM / DUMPSTER ENCLOSURE	S3.0.....LOWER BEAM PLAN
A1.3.....PAYGATES AND SHELTER PLANS	S3.1.....UPPER BEAM PLAN
A2.0.....FLOOR PLAN	S5.0.....BUILDING SECTIONS 1
A2.1.....FLOOR PLAN	S5.1.....BUILDING SECTIONS 2
A3.0.....ROOM, DOOR & WINDOW SCHEDULES	S5.2.....BUILDING SECTIONS 3
A4.0.....HANDICAP RESTROOM PLANS	S6.0.....TOWER STRUCTURE
A5.0.....REFLECTED CEILING PLAN	S6.1.....WALL SECTIONS 1
A6.0.....ROOF PLAN	S6.2.....WALL SECTIONS 2
A7.0.....EXTERIOR BUILDING ELEVATIONS 1	S6.3.....WALL SECTIONS 3
A7.1.....EXTERIOR BUILDING ELEVATIONS 2	S6.4.....WALL SECTIONS 4
A8.0.....INTERIOR PARTITIONS AND DETAILS	S7.0.....STRUCTURAL DETAIL B
	S7.1.....STRUCTURAL DETAILS 2
	S8.0.....RAILING SCHEDULE AND CONNECTIONS

<p><u>STRUCTURAL ENGINEER</u></p> <p>IAN H. YAP, P.E. Texas Registration No. 100882 Structural Consultant</p> <p>14940 Markland Lane Delray Beach, Florida 33484 Phone: (561) 495-7439 Fax: E-mail: ianyap@bellsouth.net</p>	<p><u>MECHANICAL ENGINEER</u></p> <p>ROBERT F. FORMICA, P.E. Texas Registration No. 95179 Consulting Engineers</p> <p>3500 N.W. 2nd Avenue, Suite 711 Boca Raton, Florida 33431 Phone: (561) 368-3611 Fax: (561) 368-4733 E-mail: rformica@formicaengineering.com</p>
<p><u>CIVIL ENGINEER</u></p> <p>HOWLAND ENGINEERING Civil Engineers and Surveying Co. Texas Registration No. 100464-00</p> <p>7615 N. Bartlett Avenue Laredo, Texas 78041 Phone: 956-722-4411 Fax: E-mail: rvillarreal@howlandcompanies.com</p>	<p><u>LANDSCAPE ARCHITECT</u></p> <p>HOWLAND ENGINEERING Civil Engineers and Surveying Co. Texas Registration No. 100464-00</p> <p>7615 N. Bartlett Avenue Laredo, Texas 78041 Phone: 956-722-4411 Fax: E-mail: rvillarreal@howlandcompanies.com</p>

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FOUNDATIONS AND ARE DESIGNED TO BEAR ON WELL COMPACTED GRAVEL OR GRAVEL FILL OR AN ALLOWABLE BEARING CAPACITY OF 2,500 PSF MINIMUM. A CERTIFIED TESTING LABORATORY SHALL BE ENGAGED BY THE OWNER TO VERIFY THAT THE PROPOSED FOUNDATION BEARING CAPACITY, SOILS, AND FILL, AND, CAPACITY, ARE ADEQUATE AND ACCEPTED BY A LICENSED PROFESSIONAL ENGINEER, PRIOR TO CASTING OF CONCRETE IN THE FOOTINGS.

1. NATURAL GRADE (20.48) BELOW FOOTING SHALL BE COMPACTED TO A MINIMUM OF 95% MODIFIED PROCTOR (ASTM D-1557).

2. TOP OF ALL FOOTINGS TO BE AT THE SAME ELEVATION AT TOP OF COLUMN AND FOOTING, UNLESS NOTED OTHERWISE. STEP ALL FOOTING FROM OTHER COLUMN FOOTINGS TO THIS LOWER ELEVATION (SEE DETAILS).

3. FOUNDATION SHALL BE BUILT ON UNCONSOLIDATED SOIL, OR PROPERLY COMPACTED FILL MATERIAL, AS REQUIRED BY THE DESIGN. THE TOP OF ALL CONCRETE SPREAD FOOTINGS SHALL BE 12" MINIMUM BELOW FINISHED GRADE. THE TOP OF ALL CONCRETE SPREAD FOUNDATION FOOTINGS AND A MINIMUM OF SIXTEEN (16) INCHES BELOW FINISHED GRADE (20.48). THE TOP OF ALL ISOLATED CONCRETE AND FOOTING TO BE A MINIMUM OF SIXTEEN (16) INCHES BELOW FINISHED GRADE. OR A MINIMUM OF TWELVE (12) INCHES BELOW CONCRETE SLAB (20.48). THE BOTTOM OF CONCRETE MASONRY FOOTINGS TO BE A MINIMUM OF TWELVE (12) INCHES BELOW FINISHED GRADE (20.48). ADJUST FOOTING DEPTH AS REQUIRED TO ACCOMMODATE FROST LINE.

4. REINFORCING IN THE CONTINUOUS WALL FOOTING, DOWNWARD AND OR NONREINFORCED, SHALL BE SPICED A MINIMUM OF 18" IN DIAMETERS AND SHALL EXTEND CONTINUOUSLY UNDER ALL FOOTING PADS.

5. ALL LONGITUDINAL REBARS IN THE CONTINUOUS WALL FOOTING, SHALL BE CONTINUED AT BENTS AND CORNERS. PROVIDE THE REBARS A MINIMUM OF 18" INCHES EXTENDING BEYOND THE CORNERS OR ADJACENT WALLS. PROVIDE REBAR END BENT OR END BENT AND FOOTING EACH SIDE OF CORNER BENT.

6. ALL FOOTING BARS, BENT, SPREAD, PAD, OR OTHER SHALL BE A MINIMUM OF 12" BENT IN DEPTH. THE BOTTOM OF ALL FOOTING SHALL BE EMBEDDED A MINIMUM OF 12" BENT BELOW THE LOWEST ADJACENT FINISHED GRADE ON CONCRETE SLAB. TOP OF ISOLATED PAD SHALL BE A MINIMUM OF 12" BENT BELOW GRADE.

7. IN THE CASE OF NEW FOUNDATIONS CONNECTIVE AND EXISTING FOUNDATIONS (BENCH OR COLUMN PADS), THE ELEVATION OF THE NEW FOOTING SHALL BE ADJUSTED TO THE BOTTOM ELEVATION OF THE NEW AND THE EXISTING. NEW FOOTING SHALL BE DOWNWARD 12" BENT. EXISTING DOWN 12" BENT. REBAR LONG, BENT OR DEEP 3/4" DIA. HOLE AND EXISTING FOOTING ATTACH WITH 3" BENT BENT BENT.

CONCRETE SLAB ON GRADE

1. ALL NON-STRUCTURAL CONCRETE SLABS AND INTERIORS, OR GRADE, AS SHOWN ON THE STRUCTURAL AND/OR ARCHITECTURAL PLANS, SHALL BE AS FOLLOWS:

INTERIOR FLOOR SLAB: 4" (100) OR 5" (120) MIN. REINFORCED WITH 1/2" (13) x 18" (18) x 18" (18) WELDED WIRE FABRIC SURFACES, UNLESS NOTED.

EXTERIOR FLOOR SLAB: 4" (100) OR 5" (120) MIN. REINFORCED WITH 1/2" (13) x 18" (18) x 18" (18) WELDED WIRE FABRIC SURFACES, UNLESS NOTED.

2. ALL SLABS ON GRADE TO BE CONSTRUCTED IN ACCORDANCE WITH DETAIL A-1. (NOTE FOR CONCRETE FLOOR AND SLAB CONSTRUCTION: 4" (100) OR 5" (120) MIN.)

3. ALL LARGE POLE, INFRASTRUCTURE, Joints SHALL BE PROVIDED IN ALL INTERIOR SLABS ON GRADE. ALL COLUMN CENTERS SHALL DIVIDE THE SLAB INTO RECTANGULAR PANELS NOT TO EXCEED 15' x 30' (20' x 30' x 15' IN SLAB SPACES NOTED OTHERWISE). CAST SLAB IN JOINTS ALTERNATE STRIPS. PROVIDE A EXPANSION JOINT IN EACH STRIP. PROVIDE 1/2" (13) x 18" (18) x 18" (18) WELDED WIRE FABRIC SURFACES, UNLESS NOTED.

4. PROVIDE SINK JOINTS AT ALL DOORWAYS AT A MINIMUM OF 1/2" (13) x 18" (18) x 18" (18) WELDED WIRE FABRIC SURFACES, UNLESS NOTED OTHERWISE.

5. ALL INTERNAL SLAB BE PLACED IN LIFTS NOT EXCEEDING 12" (300) AND COMPACTED TO MANUFACTURE MODIFIED PROCTOR (ASTM D-1557) WITHIN A DISTANCE OF 3' (90) IN BEYOND ALL FOOTING DEPTH, UNLESS NOTED OTHERWISE. COORDINATE THESE REQUIREMENTS WITH THE GEOTECHNICAL REPORT AND THE FOUNDATION DESIGN.

6. PROVIDE SINK JOINTS AT ALL DOORWAYS AT A MINIMUM OF 1/2" (13) x 18" (18) x 18" (18) WELDED WIRE FABRIC SURFACES, UNLESS NOTED OTHERWISE.

WEATHER STOPPING

1. WEATHER STOPPING SHALL BE PROVIDED AT ALL DOORS AND WINDOWS THAT SEPARATE AIR CONDITIONED SPACE FROM NON AIR CONDITIONED SPACE ON THE BUILDING'S EXTERIOR (INCLUDING GARAGE). INSTALLATION SHALL EXCEED 8' x 10' (10' x 10') WITH A PRESSURE RATIO OF 1/2" (13) x 18" (18) x 18" (18) WELDED WIRE FABRIC SURFACES, UNLESS NOTED OTHERWISE.

2. ALL JOINTS AT EXTERIOR OF BUILDING SHALL BE DATED WITH APPROVED SEALANT.

FOLLOW LOW BEAM-BRIDGING UNITS SHALL CONFORM TO ASTM A307 TYPE C, GRADE 60, REGULAR WEIGHT WITH A MINIMUM DESIGN COMPRESSIVE STRENGTH ON NET AREA OF 98 KILO POUNDS PER SQUARE INCH (IN ACCORDANCE WITH LATEST AISI SPECIFICATIONS).

1. MORTAR SHALL CONFORM TO ASTM C270 TYPE II (M 20,000 PSI)

2. LAY ALL MASONRY WITH FULL FACE HEAD JOINTS AND WITH FACE SHELLS AGAINST BEDDING

3. COINCIDE JOINTS IN THE COLUMNS AND THE BEAMS SHALL BE PLACED AGAINST NEIGHBOR MASONRY.

4. HORIZONTAL REINFORCING PROVIDE GALVANIZED W/ SAGE BARS THRU EACH HORIZONTAL JOINT REINFORCING EVERY TWO BLOCK COURSE (1" O.C. VERTICALLY LAPPED FIRST AND EXTENDED IF INTO CONCRETE COLUMNS). PROVIDE SPECIAL BAR REINFORCEMENT AT "T" OR "Y" INTERSECTIONS. PROVIDE "DOVE TAIL" ANCHORS AS SET OUT VERTICALLY FOR ALL MASONRY PLACES ADJACENT TO ALUMINUM PLATE COLUMNS.

5. IN COMPLIANCE WITH MPM REQUIREMENTS US CFR 102-33.601(b) WHICH IS MORE THAN 7 FEET SHALL BE LATERALLY BRACED DURING CONSTRUCTION. BRACING SHALL REMAIN IN PLACE UNTIL THE ROOF AND/OR FLOOR STRUCTURES HAVE BEEN DESIGNED TO PROVIDE THE REQUIRED PERMANENT BRACING. CONTRACTOR SHALL PROTECT EXISTING LUMBER FROM DAMAGE OR DATA SHEETS SECTIONED, BORED AND NEEDED BY A REGISTERED STRUCTURAL ENGINEER.

STRUCTURAL STEEL

1. STRUCTURAL TUBING SHALL BE CARBON QUALITY MEETING THE REQUIREMENTS OF ASTM A500 GRADE B (F_y 48 KSI OR OTHER STRUCTURAL STEEL SUCH AS BASE PLATES, CONNECTION BRACKETS ETC.) SHALL BE CARBON QUALITY MEETING THE REQUIREMENTS OF ASTM A572 - 50 (MINIMUM YIELD POINT 50 KSI) STRUCTURAL STEEL LOCATED BELOW THE FINISHED SLAB SURFACE WITH BUT-WELD END JOINTS.

2. FOUNDATION AND BEAM REINFORCING STEEL SPICES SHALL NOT BE LESS THAN (QUARTER DIA. BARS EXCEPT AT CORNERS AND CHANGES IN DIRECTION). CONFIRM SHALL BE PROVIDED AT CORNERS AND CHANGES IN DIRECTIONS AT BEINGS THE LONGITUDINAL STEEL, AROUND THE CORNER AT BAR DASHES, OR BY ADDING DIAGONAL CROSS BRACING. ALL STEEL SHALL ELONG IN ARCH DIRECTION FROM THE CORNER OR CHANGE IN DIRECTION FOR ALL COLUMN REINFORCING STEEL. ALLOWING COVERLAYS, SPICES SHALL NOT BE LESS THAN BAR DASHES PREFERENCE 18"-40 BAR DASHES = 1/2 DIA. PINS AND 48" OR 60" BAR DASHES = 3/8 DIA.

STRUCTURAL WOOD

1. ALL STRUCTURAL WOOD USED IN THE PROJECT SHALL CONFORM TO RULES OF THE MANUFACTURER ASSOCIATION UNDER PRODUCT RULERS THE LUMBER IS PRODUCED USE SUPPLYERS SPECIFICATIONS.

2. ALL STRUCTURAL WOOD LOCATED IN THIS PROJECT TO BE NO. 1 SOUTHERN PINE OR EQUIV OR EQUAL COLLAS OR DO NOT MEET THE ORDERED QUALITY SHALL ELONG IN ARCH DIRECTION FROM THE CORNER OR CHANGE IN DIRECTION FOR ALL COLUMN REINFORCING STEEL. ALLOWING COVERLAYS, SPICES SHALL NOT BE LESS THAN BAR DASHES PREFERENCE 18"-40 BAR DASHES = 1/2 DIA. PINS AND 48" OR 60" BAR DASHES = 3/8 DIA.

1. ALL LUMBER AND PLYWOOD IN CONTACT WITH CONCRETE, STUCCO, MASONRY OR OTHER CORROSIVITIES MATERIALS SHALL BE PRELUSING TREATED TO COMPLY WITH ASPEN STANDARD LP-2.

2. ALL WOOD CONNECTORS SHALL BE MANUFACTURED FROM GALVANIZED STEEL OR HAVE JUSTIFIED PAINTED STEEL. ANY FILLS WOULD EXISTENCE OF SUCH CONNECTORS SHALL BE MADE BRUSH CLEANED AND MUST PROOF PAINTED.

3. GENERAL CONTRACTOR TO STORE ALL LUMBER FOR PROJECT ABOVE FINISHED GROUND OR FLOOR, STUCK ALUMINUM TO ALLOW PROPER AIR CIRCULATION, AND PROTECT FROM WEATHER BY SATISFACTORY COVER.

1. ALL ROOF AND FLOOR JOISTS/SYSTEMS SHALL HAVE WITH MINIMUM APPROVED BRIDGES SHALL BE:

A. FULL WIDTH (NUMBER SIZE AS MAIN JOISTS/SYSTEMS) TAKED WITH MINIMUM OF THREE (3) INCH FOR RAFTS AT EACH END.

B. FABRICATED IN GALVANIZED STEEL CHANNEL (C) ENDING LENGTH TO FIT BOTH SPACING AND STEEL WEIGHT AT EACH END WITH ITS TEELS

ALL EXISTING STEEL SHALL BE WOOD STUDS, STRUCTURAL GRACE WITH A MINIMUM TENSILE STRENGTH OF 1,200 P.S.I. AND A MAXIMUM MOISTURE CONTENT OF 19 PERCENT.

VACUUM RELEASE CONCRETE: COVER WOOD BRACKETS WITH A PAPER-BASED METAL TIE WITH BOTH ENDS HELDED OR JIGGED WHILE PLACING WITH A HEIGHT OF INCHES FROM THE TOP SURFACE FOR SQUARE WALLS. LAP WITH A MINIMUM OF ONE (1) INCH. NEVER LAYING ABOVE MAJORITY. LAP WITH A MINIMUM OF THREE (3) INCHES. APPLY FORDKID CEMENT STUCCO OVER LATH IN THIN COATS. FIRST COAT FORMED TO PROVIDE PROTECTION TO THE REINFORCING TIE. SECOND COAT TO BE APPLIED AFTER THE FIRST COAT HAS DRIED. THIRD COAT TO BE APPLIED AFTER THE SECOND COAT TO GROUND AND BROADCAST TO FORM A TRUE SURFACE. THIRD COAT UNLESS AFTER STUCCO IS APPLIED TO THE ENTIRE THICKNESS OF THE FINISH. TOTAL THICKNESS OF FINISHED STUCCO SHALL NOT BE LESS THAN THREE-TENTHS (0.3") THICK. UNLESS SPECIFICALLY NOTED OTHERWISE.

MASONRY CONSTRUCTION: APPLY RAILROAD CEMENT STUCCO OVER CONCRETE ON MASONRY SURFACES A MINIMUM OF TWO (2) COATS. FIRST BASE COAT FORCED INTO JOINTS OR MANDATORY. BROUGHT TO GRADELINE SURFACE. SECOND COAT TO BE APPLIED TO THE EXPOSED SURFACE. THIRD COAT TO BE APPLIED TO THE EXPOSED SURFACE. CURLED FOR A PERIOD OF NOT MORE THAN TWENTY FOUR (24) HOURS. TOTAL THICKNESS OF FINISHED STUCCO SHALL NOT BE LESS THAN THREE (3) INCHES THICK.

PANELS STUCCO: APPLY AN EIGHT PERCENT ACQUIC EXTERIOR PAINT COATING TO FINISHED STUCCO IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. STUCCO TO RECEIVE A MINIMUM OF ONE (1) MILLIMETER COAT OF ONE (1) PERCENT COAT. SOLAR SELECTIVE OWNER.

SHOP DRAWINGS SHALL:

1. ALL SHOP DRAWINGS SHALL BE SUBMITTED FOR THE ARCHITECT/ENGINEER OF RECORD REVIEW ONLY AFTER THEY HAVE BEEN THOROUGHLY REVIEWED BY THE GENERAL CONTRACTOR FOR CONSTRUCTION METHOD, MATERIALS, FIELD CONDITIONS, ACCESSIBILITY, DIMENSIONS AND OTHER FACTORS WHICH MAY AFFECT THE DESIGN OR STRAIGHTEN UP THE DESIGN THROUGHOUT THE PROJECT.
2. THE SHOP DRAWINGS REVIEW BY THE ARCHITECT/ENGINEER OF RECORD IS ONLY FOR GENERAL COMPLIANCE WITH THE DESIGN CONCEPT AND INFORMATION GIVEN IN THE CONSTRUCTION DOCUMENTS. CORRECTIONS OR COMMENTS MADE ON THE SHOP DRAWINGS DURING THE ARCHITECT/ENGINEER REVIEW DO NOT RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR THE COMPLETION OF THE PLAN, AND SPECIFICATIONS. REVIEW OF A SPECIFIC ITEM SHALL NOT INCLUDE REVIEW OF AN ASSEMBLY OF WHOLE THE ITEM IS A COMPONENT. THE CONTRACTOR IS RESPONSIBLE FOR INDICATING TO BE CONFIRMED AND FOR THE ARCHITECT/ENGINEER OF RECORD TO BE CONFIRMED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES OF CONSTRUCTION. COORDINATION OF THE WORK WITH THAT OF ALL OTHER TRADES AND PERFORMANCE ALL WORK IN A SAFE AND SATISFACTORY MANNER.
3. THE ARCHITECT/ENGINEER OF RECORD ASSUMES NO RESPONSIBILITY FOR OMISSIONS, QUANTITIES, DIMENSIONS, ORDER OR PREPARED BY DELEGATED ENGINEERS, BRANCHES OR DIVISIONS AS A RESULT OF RECEIVING ANY SHOP DRAWINGS. ANY ERRORS OR OMISSIONS MUST BE MADE GOOD BY THE CONTRACTOR, WHETHER OR NOT CLERICAL CHECKS OR REVIEW OF DRAWINGS BY THE ARCHITECT/ENGINEER AND EVEN THOUGH SUCH ERRORS OR OMISSIONS ARE DISCOVERED BY THE ARCHITECT/ENGINEER.
4. BEFORE STRUCTURAL INSPECTIONS CAN BE RUN ON A PORTION OF THE STRUCTURE, ALL RELATED SHOP DRAWINGS, DELEGATED ENGINEERING, PRODUCT APPROVAL, MANUFACTURERS DATA AND OTHER RELATED INFORMATION MUST BE REVIEWED AND ACCEPTED BY THE ARCHITECT/ENGINEER OF RECORD AND APPROVED BY THE LOCAL BUILDING DEPARTMENT.
5. THE SHOP DRAWINGS SHALL CONTAIN THE USUARY INFORMATION AS OUTLINED IN THE LOCAL BUILDING CODE. THIS SUBMITTAL FOR REVIEW OR IT WILL BE REJECTED.
6. CONTRACTOR SHALL REMIND TO ARCHITECT/ENGINEER ONLY ONE SET OF THE REPRODUCIBLES. AFTER ONE SET OF THE REPRODUCIBLES IS USED, THE CONTRACTOR SHALL RETURN TO THE ARCHITECT/ENGINEER FOR REUSE OR FOR NEW COPIES OBTAINED. WHEN STRUCTURAL SHOP DRAWINGS FOR ENGINEER REVIEW, BEFORE STARTING FABRICATION.
7. ANY COMMENTS, SUBSTITUTIONS AND MODIFICATIONS MADE BY THE SHOP DRAWING DETAILER, TO THE ARCHITECT/ENGINEER DESIGN AND/OR DETAILS, SHALL BE CLEARLY MARKED (CIRCLED OR FLAGGED).
8. CONTRACTOR AND HIS DETAILER SHALL MAKE SURE THAT ALL THE FLAGGED ITEMS ON THE SHOP DRAWINGS HAVE BEEN RESPONDED TO BY THE ARCHITECT/ENGINEER OF RECORD. IF ITEMS THAT REQUIREMENT MAY NOT BEHOLD, THE CONTRACTOR OR HIS DETAILER SHALL COMMUNICATE DIRECTLY WITH THE ARCHITECT/ENGINEER TO DISCUSS ALL THE UNRESOLVED OR SMALL QUESTIONS/ITEMS.
9. NO FABRICATION OR CONSTRUCTION SHALL BE DONE UNTIL ALL OF THE NOTIFICATION ITEMS ON THE SHOP DRAWINGS HAVE BEEN CLARIFIED AND AGREED UPON.

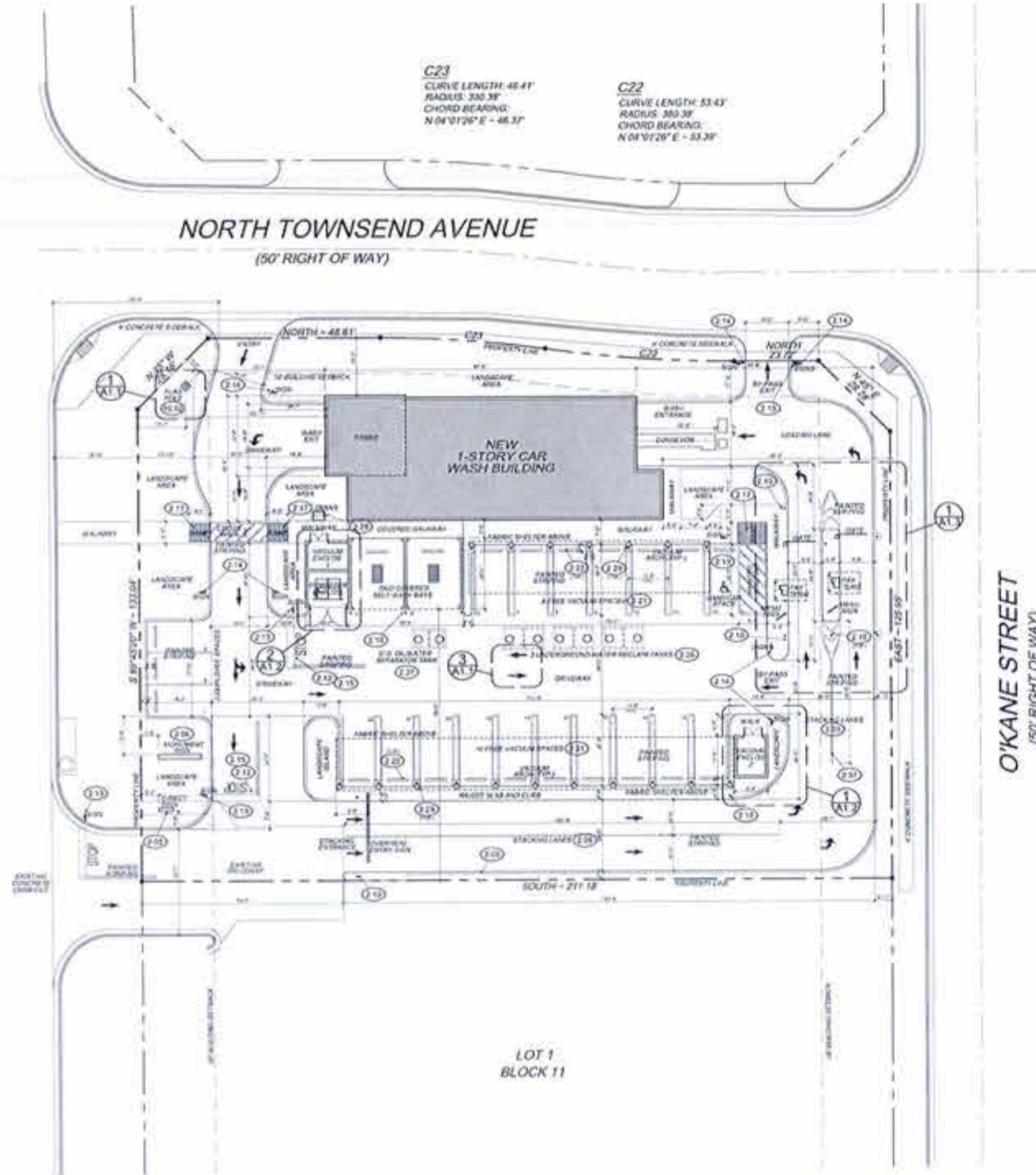
New Express Car Wash Facility for
AQUA CAR WASH 2
3402 Clark Boulevard
City of Laredo, Texas 78045

[illegible]

CONSTRUCTION NOTE KEY:

FOR A COMPLETE DESCRIPTION OF ALL "LABELED" CONSTRUCTION COMPONENTS ON THIS SHEET (INDICATED BY A NUMBER INSIDE AN OVAL), REFERENCE THE INDICATED DIVISION AND NUMBER AS SHOWN IN THE "CONSTRUCTION NOTE KEY" ON ARCHITECTURAL SHEET NUMBER "W1.0".

CLARK BOULEVARD
(120' RIGHT OF WAY)



SITE PLAN

SCALE: 1" = 20.00'

LOCATION MAP



LEGAL DESCRIPTION

LOT 2, BLOCK 11, EASTWOODS SUBDIVISION,
PHASE IV, RECORDED IN VOLUME 18, PAGE 48
OF THE M.R.W.C.T., CITY OF LAREDO, WEBB
COUNTY, TEXAS.

EXISTING PAVEMENT AND CURBS NOTE:

GENERAL CONTRACTOR TO INSPECT AND VERIFY ALL EXISTING SITE CONDITIONS - CONTRACTOR TO TAKE MEASURES TO PROTECT ALL ITEMS TO REMAIN THROUGHOUT THE CONSTRUCTION PROCESS - ANYTHING DAMAGED OR IN POOR CONDITION TO BE IDENTIFIED, LOGGED, AND ADDRESSED - PATCH, REPAIR, OR REPLACE ALL EXISTING ROADWAY PAVEMENT, CURBS, PARKING, STRIPING, AND ROAD SIGNS THAT ARE TO REMAIN - ALL EXISTING PARKING TO BE RE-STRIPPED AND HAVE CONCRETE TRUCKSTOPPERS INSTALLED AS PER LOCAL CODES AND THE IRC.

UNDERGROUND UTILITIES:

ALL UTILITIES SHALL BE INSTALLED UNDERGROUND ON THE SITE - SEE CIVIL AND MECHANICAL ENGINEER'S DRAWINGS FOR ALL SPECIFICATIONS AND DETAILS.

PAVING AND UTILITIES:

SEE CIVIL ENGINEER'S DRAWINGS FOR ALL ASPHALT AND CONCRETE PAVING ELEVATIONS, CONCRETE CURBS, ROADWAY CURVE RADII, ROADWAY AND HANDICAP SIGNAGE, UNDERGROUND UTILITIES LOCATIONS, DRAINAGE CATCH BASINS, CONCRETE FURNACE DRAINAGE CALCULATIONS, AND ALL ASSOCIATED ENGINEERING DETAILS AND NOTES.

STEVE SIEBERT
ARCHITECTURE



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BOYNTON BEACH, FLORIDA 33435
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E: info@stevesiebert.com
Texas Architect License: 20924

New Express Car Wash Facility for
AQUA CAR WASH 2
3402 Clark Boulevard
City of Laredo, Texas 78045

REVISIONS	BY

Sheet Description:
SITE PLAN

Project Number:
201804.02
Date: DEC 9, 2019
Drawn By: CPC, TW



Sheet:
A1.0

FOR A COMPLETE DESCRIPTION OF ALL "LABELED" CONSTRUCTION COMPONENTS ON THIS SHEET (INDICATED BY A NUMBER INSIDE AN OVAL), REFERENCE THE INDICATED DIVISION AND NUMBER AS SHOWN IN THE "CONSTRUCTION NOTE KEY" ON ARCHITECTURAL SHEET NUMBER "W1-1".

POLE APPROVED HURRICANE RESISTANT
(MINIMUM 80 MPH RATING) GROUND-SET
TAPERED ALUMINUM FLAG POLE



SCALE: 1/2" = 1'-0"

MANUFACTURER:
EAGLE MOUNTAIN, INC.
WIMBERLEY, TEXAS
Phone: (800) 385-5665
Email: <http://www.eaglemountainflag.com>

MODEL:
35 FOOT SATIN ANODIZED FINISHED
ALUMINUM (169 mph) WITH 7" BUTT DIA.
MAXIMUM FLAG SIZE: 5' x 8'

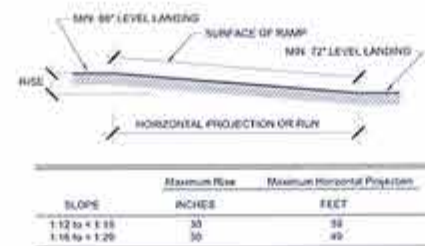
CONTRACTOR TO VERIFY ALL DIMENSIONS WITH FLAG-POLE MANUFACTURER FOR GROUND SET INSTALLATION. MANUFACTURER'S SPECIFICATIONS AND DETAILS TAKE PRECEDENCE OVER ANY DIMENSION SHOWN.



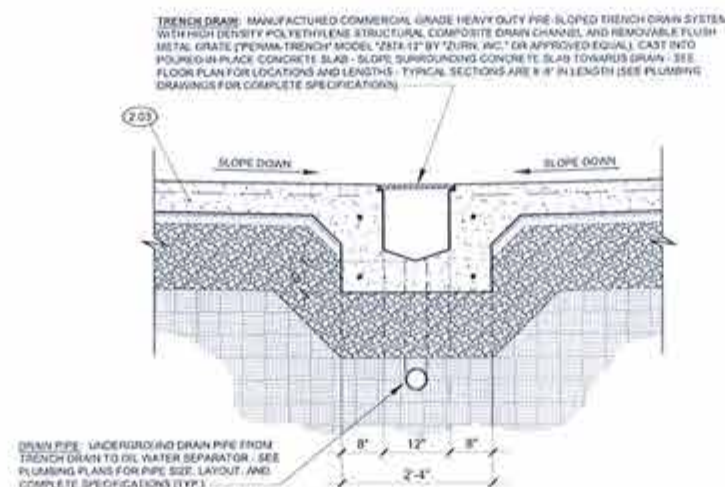
1. ALL CURB RAMP SHALL BE IN FULL COMPLIANCE WITH ICC-ANSI A117-2009, "ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES" AND CHAPTER 11 (ACCESSIBILITY) OF THE INTERNATIONAL BUILDING CODE (LATEST VERSION), AS WELL AS ALL APPLICABLE FEDERAL, STATE, AND LOCAL ORDINANCES AND REGS.

2. CURB RAMP SHALL BE NOT LESS THAN 36" IN WIDTH. MAXIMUM SLOPE OF RAMP SHALL BE 1 TO 12, WITH MAXIMUM RISE OF ANY RUN NOT TO EXCEED 30".

3. IF SPECIFIED BY CD, ALL EXTERIOR CURB RAMP OR OTHER WALKWAY RAMP WITHIN THE PROJECT SITE ARE TO HAVE TRUNCATED DETECTABLE WARNING MATS DETECTABLE WARNING MAT SIZE AND INSTALLATION AS PER CODE.



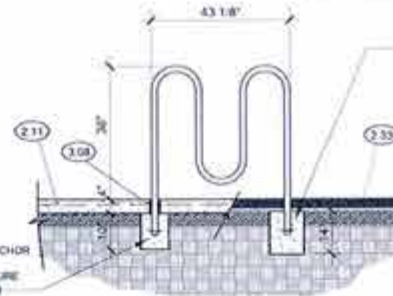
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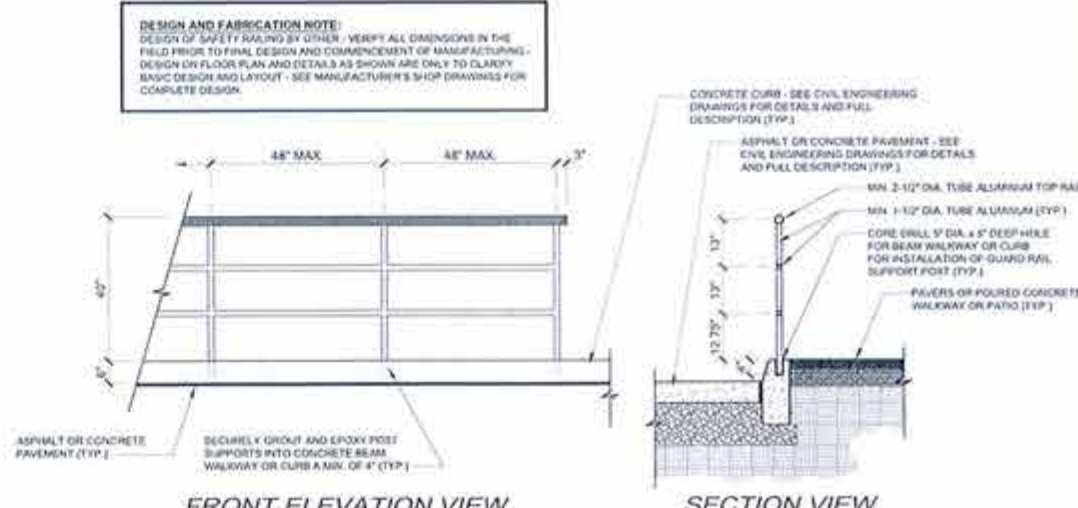
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1. INSTALL BIKE RACK AS PER MANUFACTURER'S SPECIFICATIONS.
2. CONTRACTOR TO VERIFY THAT THE BIKE RACK IS INSTALLED PERFECTLY STRAIGHT VERTICALLY AND CONSISTENT IN HEIGHT AND APPEARANCE ON BOTH ENDS.
3. PROTECT BIKE RACKS' FINISH DURING INSTALLATION.
4. SEE SITE PLAN FOR EXACT BIKE RACK LOCATIONS.



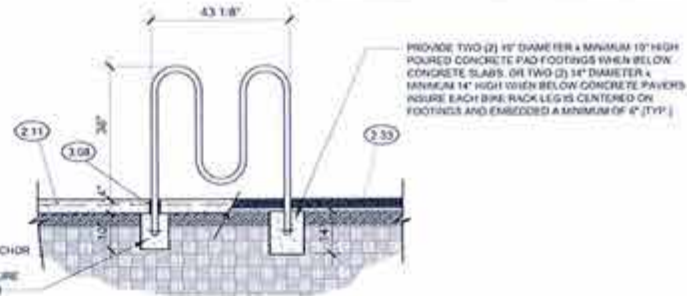
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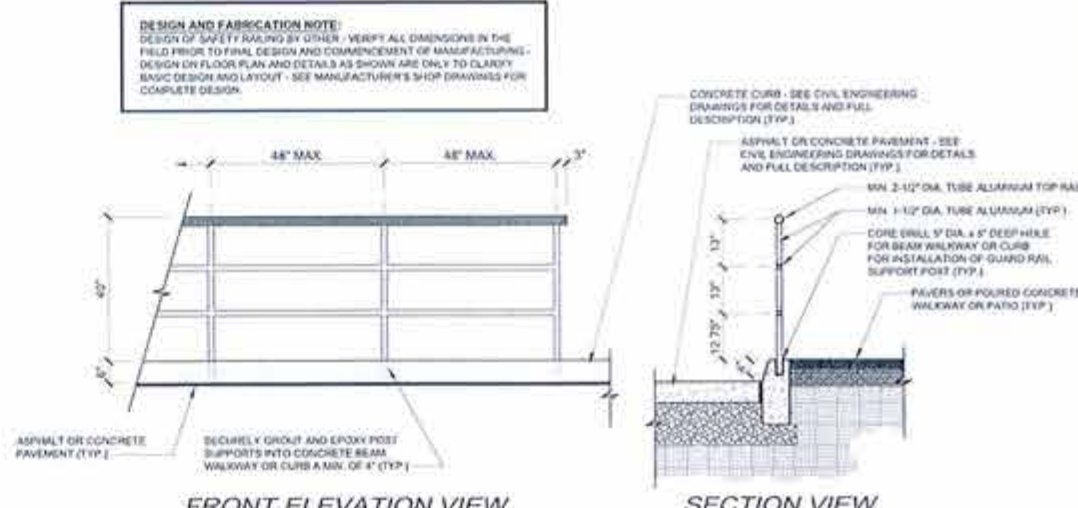
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NAME: WAVE STYLE BIKE RACK (IN-GROUND)
MODEL: BRC-1092 / 3 LOOP (5 BIKES), 2-5" OD STEEL PIPE
COLOR: SELECTION BY OWNER (POWDER COAT FINISH)
ACCESSORIES: (2) GRDUT COVER PLATES
MANUFACTURER: "BIKE RACK CO.", WEST PALM BEACH, FL
TELEPHONE: 800-888-9078 E-MAIL: BicycleParkingRacks.com



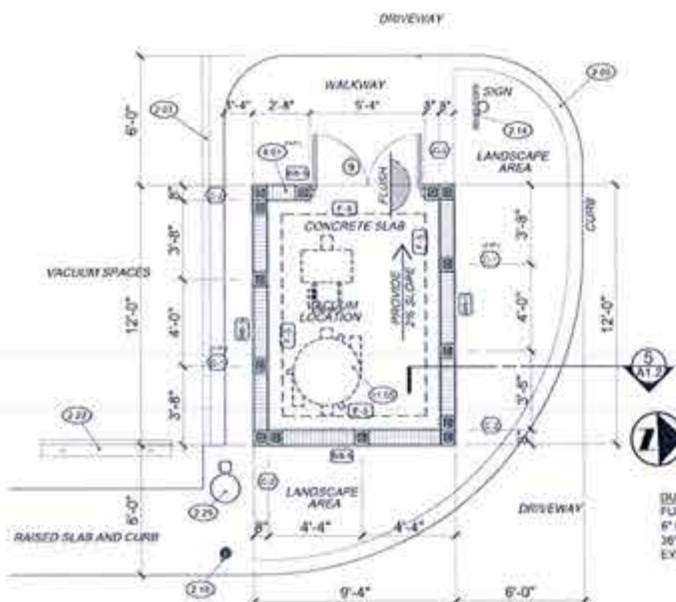
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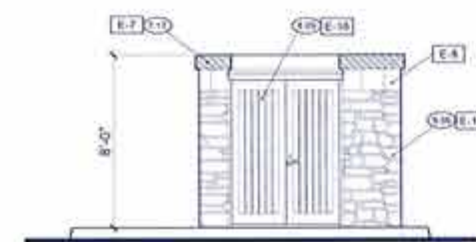
REVISIONS	BY
Sheet Description:	
SITE DETAILS	
Project Number: 201804-02	
Date: DEC. 3, 2019	
Drawn By: CPC, TW	
Seal	
	
Sheet:	
A1.1	

FOR A COMPLETE DESCRIPTION OF ALL "LABELED" CONSTRUCTION COMPONENTS ON THIS SHEET (INDICATED BY A NUMBER INSIDE AN OVAL), REFERENCE THE INDICATED DIVISION AND NUMBER AS SHOWN IN THE "CONSTRUCTION NOTE KEY" ON ARCHITECTURAL SHEET NUMBER "N1A."

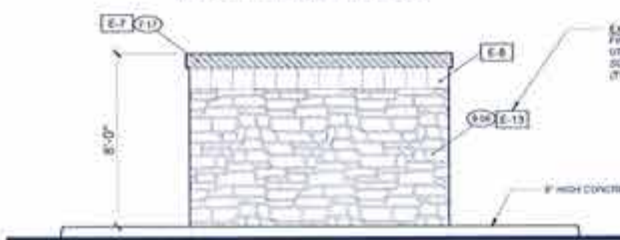


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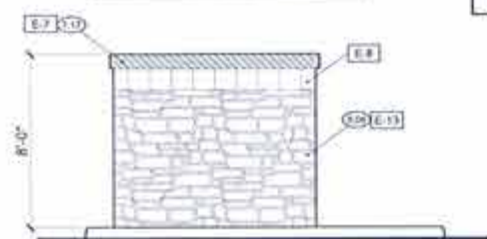
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FRONT ELEVATION



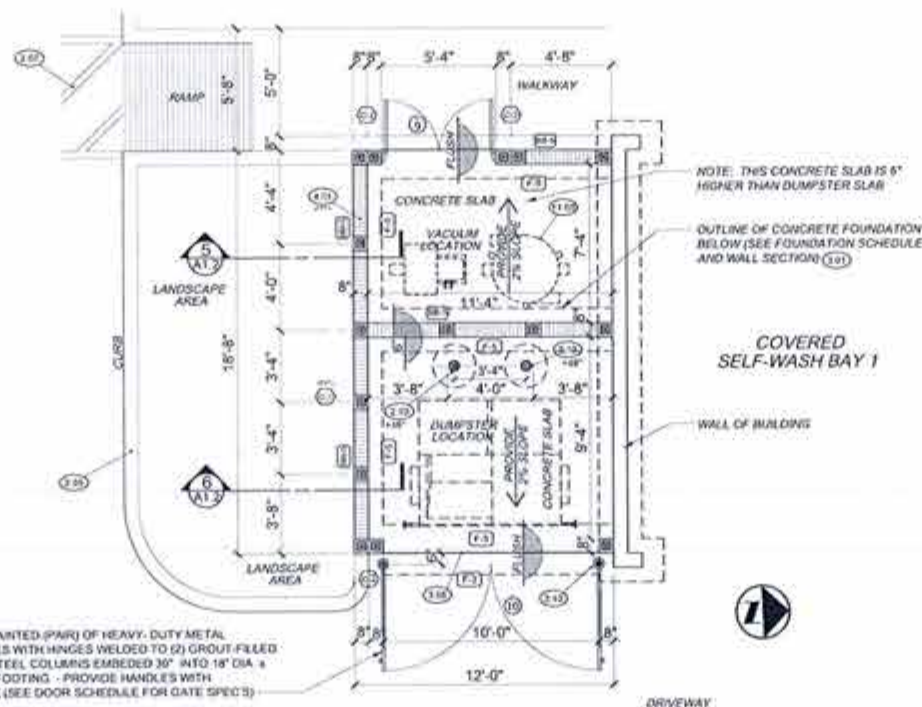
TYP. SIDE ELEVATION



REAR ELEVATION

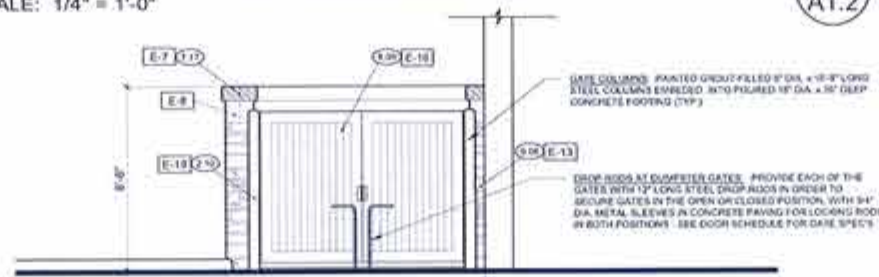
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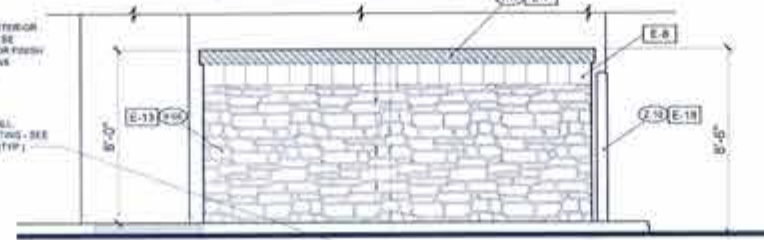


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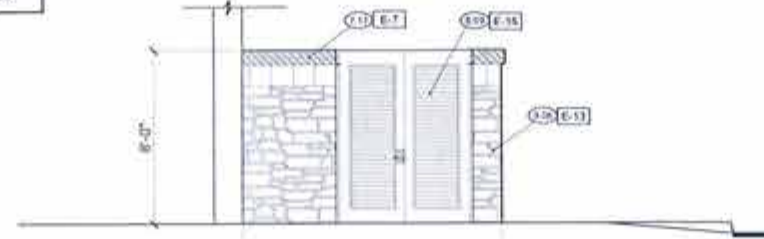
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FRONT ELEVATION



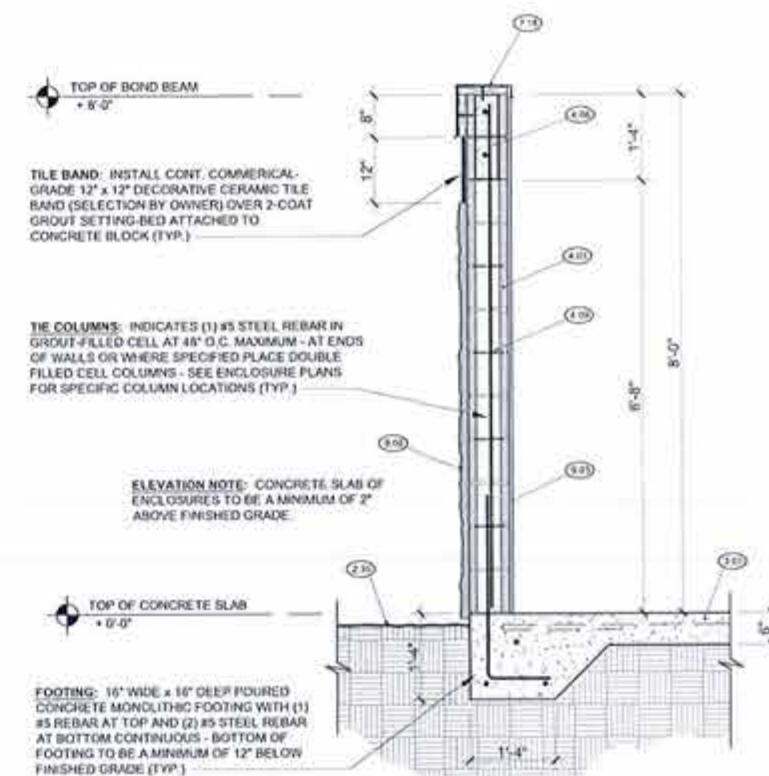
TYP. SIDE ELEVATION



REAR ELEVATION

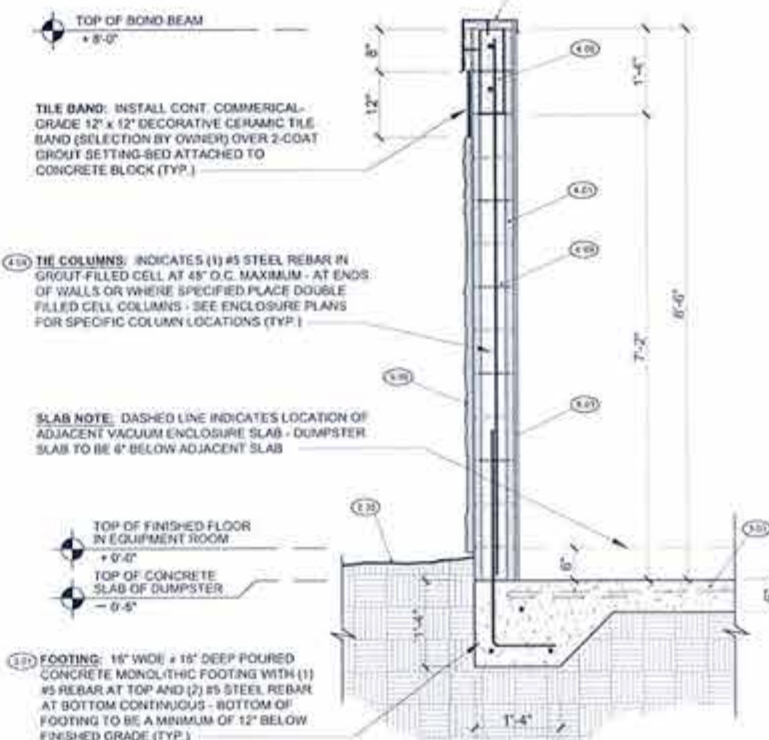
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A1.2

SCALE: 1/4" = 1'-0"



5
A1.2

SCALE: 3/4" = 1'-0"



6
A1.2

SCALE: $3/4" = 1'-0"$

[illegible]

Sheet Description:
**PAYGATES
& SHELTER
PLANS**

Project Number:	201604.02
Date:	DEC. 8, 2019
Drawn By:	CPC.TW

504	
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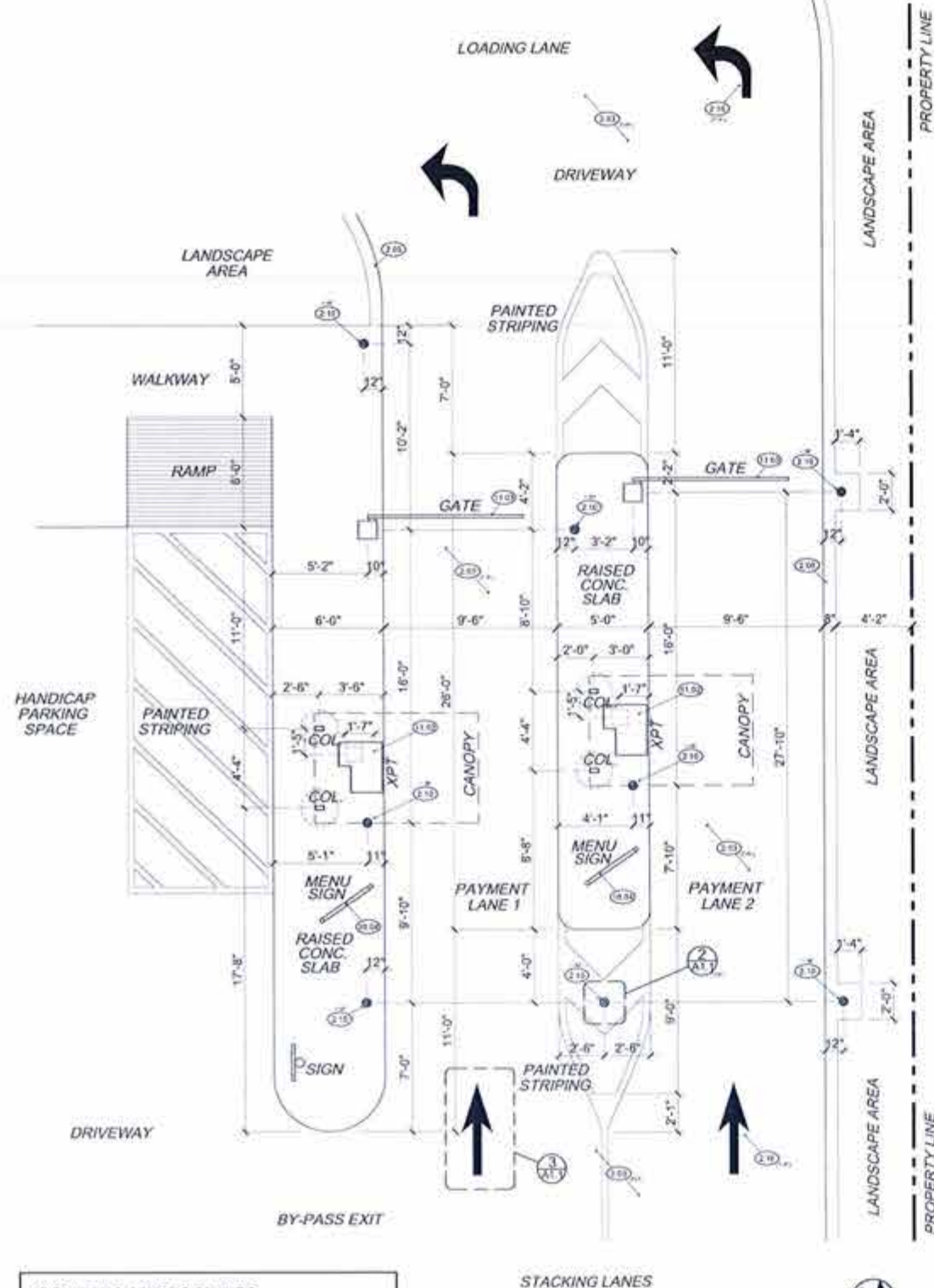


1997

CONSTRUCTION NOTE KEY:
FOR A COMPLETE DESCRIPTION OF ALL "Labeled" CONSTRUCTION COMPONENTS ON THIS SHEET (INDICATED BY A NUMBER INSIDE AN OVAL), REFERENCE THE INDICATED DIVISION AND NUMBER AS SHOWN IN THE "CONSTRUCTION NOTE KEY" ON ARCHITECTURAL SHEET NUMBER "A1.0".

CURVED METAL SHELTER NOTE:
FABRICATED CURVED DUAL POST METAL CANTILEVERED SHELTER OVER ELECTRONIC P.O.S. TERMINAL WITH STRUCTURAL STEEL FRAME AND SUPPORT COLUMNS WITH CONCRETE FOOTINGS (MANUFACTURER: TSS CAR WASH SERVICES, INC. - DESIGNED BY OTHER - SELECTION BY OWNER) - DESIGN TO MEET ALL 2015 IBC CODE REQUIREMENTS AND LOCAL WIND LOADS - SEE MANUFACTURER'S SHOP DRAWINGS FOR COMPLETE DESIGN AND INSTALLATION SPECIFICATIONS (SUBMIT SHOP DRAWINGS TO ARCHITECT FOR REVIEW PRIOR TO FABRICATION)

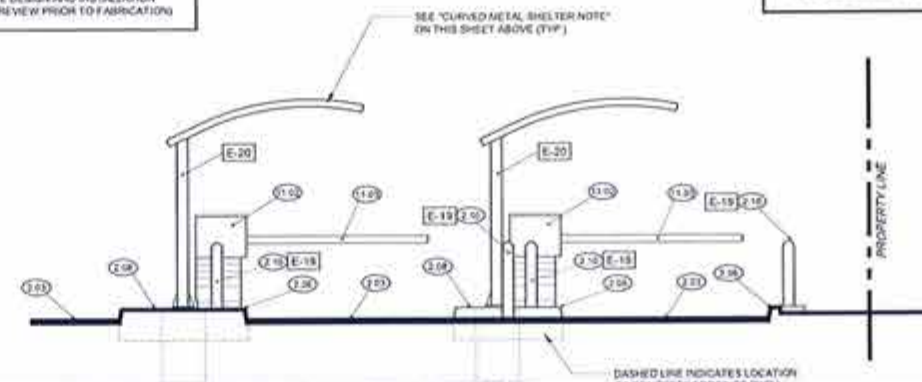
SIGN PERMIT NOTE:
ALL SIGNS INSTALLED IN THIS PROJECT REQUIRE A SEPARATE PERMIT FROM THE CITY OF LAREDO BUILDING DEPARTMENT - FINAL SIGN DESIGN BY OTHER (SELECTION BY OWNER)



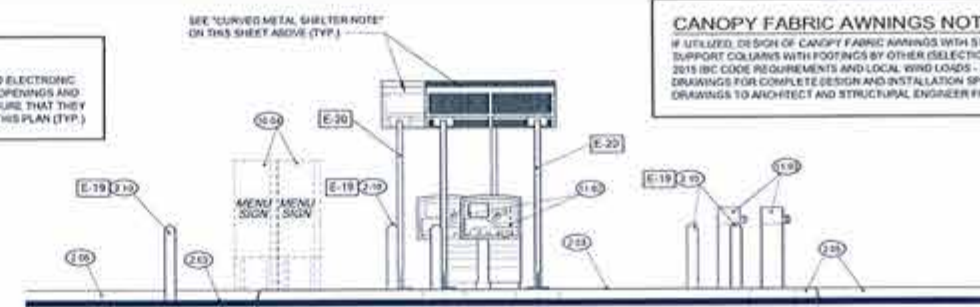
COLUMNS AND FOOTINGS:
FOR TYPE, SIZE, REINFORCEMENT AND SPECIFICATIONS FOR STRUCTURAL TUBE STEEL COLUMNS AND POURED CONCRETE PAD FOOTINGS OF PAYGATE SHELTER, SEE COLUMN SCHEDULE ON FOUNDATION PLAN SHEET S2.01 AND SHELTER MANUFACTURER'S SPECIFICATIONS (TYP.)

BOLLARDS NOTE:
VERIFY WITH THE MANUFACTURER OF THE SELECTED ELECTRONIC PAYMENT TERMINAL THE CLEARANCE OF ALL PANEL OPENINGS AND SERVICE REQUIREMENTS OF THE TERMINALS TO ENSURE THAT THEY ARE NOT BLOCKED BY ANY BOLLARDS LOCATED ON THIS PLAN (TYP.)

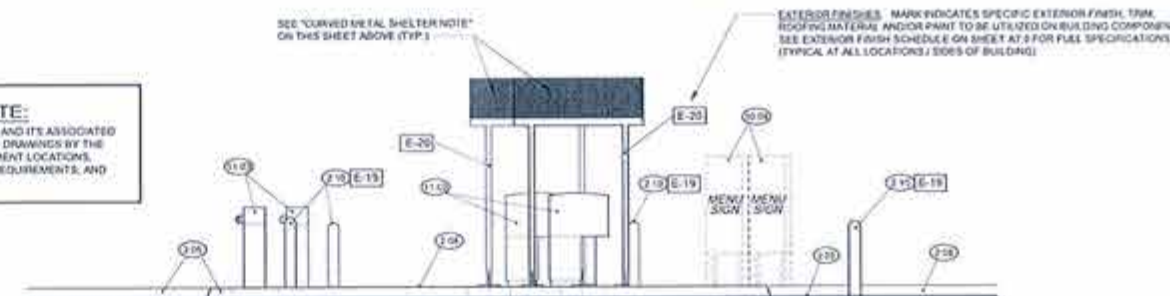
PAYGATE EQUIPMENT NOTE:
SELECTION OF THE ELECTRONIC PAY TERMINAL AND ITS ASSOCIATED EQUIPMENT BY OWNER - SEE COMPLETED SHOP DRAWINGS BY THE EQUIPMENT MANUFACTURER TO VERIFY EQUIPMENT LOCATIONS, DIMENSIONS, ELECTRICAL, AND LOW VOLTAGE REQUIREMENTS, AND COMPLETE INSTALLATION SPECIFICATIONS.



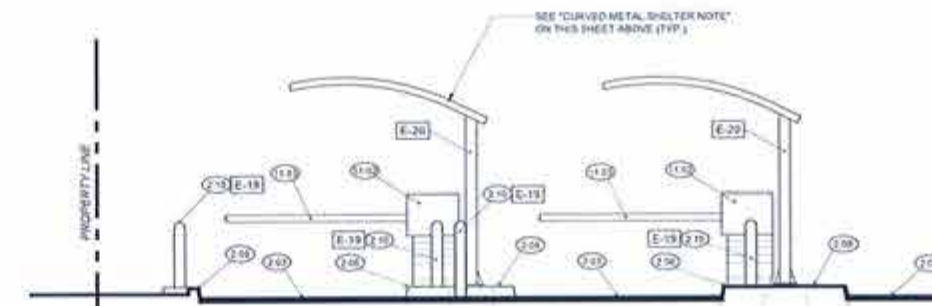
FRONT (EAST) ELEVATION



SIDE (NORTH) ELEVATION



SIDE (SOUTH) ELEVATION



REAR (WEST) ELEVATION

CANOPY FABRIC AWNINGS NOTE:
IF UTILIZED, DESIGN OF CANOPY FABRIC AWNINGS WITH STRUCTURAL METAL FRAME AND STEEL SUPPORT COLUMNS WITH FOOTINGS BY OTHER (SELECTION BY OWNER) - DESIGN TO MEET ALL 2015 IBC CODE REQUIREMENTS AND LOCAL WIND LOADS - SEE MANUFACTURER'S SHOP DRAWINGS FOR COMPLETE DESIGN AND INSTALLATION SPECIFICATIONS (SUBMIT SHOP DRAWINGS TO ARCHITECT AND STRUCTURAL ENGINEER FOR REVIEW PRIOR TO FABRICATION)

EXTERIOR FINISHES: MARK INDICATES SPECIFIC EXTERIOR FINISH, TRIM, ROOFING MATERIAL AND/OR PAINT TO BE UTILIZED ON BUILDING COMPONENTS. SEE EXTERIOR FINISH SCHEDULE ON SHEET A1.3 FOR FULL SPECIFICATIONS (TYPICAL AT ALL LOCATIONS) SIDES OF BUILDING.

PAYGATES AND SHELTER PLAN
SCALE: 1/4" = 1'-0"

PAYGATES AND SHELTER ELEVATIONS
SCALE: 1/4" = 1'-0"

STEVE SIEBERT ARCHITECTURE
400 NORTH FEDERAL HIGHWAY
BOYDTON BEACH, FLORIDA 33438
813-963-0000 (TOLL FREE) 813-963-0001
Texas Architect License: 20504

WRITTEN EXPLANATIONS ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALE DIMENSIONS, DIMENSIONS OR SPECIFICATIONS FROM THESE PLANS. DO NOT RELY ON CONTRACTORS, SUBCONTRACTORS OR MANUFACTURERS FROM ANY RESPONSIBILITY FROM COMPLYING WITH ONE OR MORE OF THE ABOVE REQUIREMENTS. ANY DISCREPANCIES OR ADDITIONAL REQUIREMENTS MUST BE REPORTED TO THE ARCHITECT IMMEDIATELY FOR APPROPRIATE ACTION. COPYRIGHT BY STEVE SIEBERT ARCHITECTURE - UNAUTHORIZED REPRODUCTION OR OTHER USE OF THIS DRAWING IS PROHIBITED.

New Express Car Wash Facility for
AQUA CAR WASH 2
3402 Clark Boulevard
City of Laredo, Texas 78045

REVISIONS	BY

Sheet Description:
PAYGATES PLANS

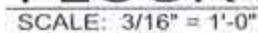
Project Number:
201804.02
Date: DEC 8, 2019
Drawn By: CPC, TW



Sheet:
A1.3

FOR A COMPLETE DESCRIPTION OF ALL "LABELED" CONSTRUCTION COMPONENTS ON THIS SHEET (INDICATED BY A NUMBER INSIDE AN OVAL), REFERENCE THE INDICATED DIVISION AND NUMBER AS SHOWN IN THE "CONSTRUCTION NOTE KEY" ON ARCHITECTURAL SHEET NUMBER "NS-B".

ALL MANUFACTURED CAR WASH EQUIPMENT LOCATED IN THE "WASH TUNNEL (RM. 100)" AND "EQUIPMENT ROOM (RM. 101)" ARE NOT SHOWN. SEE SHOP DRAWINGS BY EQUIPMENT MANUFACTURER (MACNEIL WASH SYSTEMS (LIMITED, CANADA)) FOR FULL LAYOUT, DETAILED EQUIPMENT DESCRIPTION, DIMENSIONS, LOCATIONS, AND INSTALLATION NOTES.



WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. ERRORS OR OMISSIONS FROM THESE PLANS DO NOT RELIEVE CONTRACTORS, SUBCONTRACTORS OR MANUFACTURERS FROM ANY RESPONSIBILITY FROM COMPLYING WITH CODE OR JURISDICTIONAL AUTHORITY REQUIREMENTS. ANY DISCREPANCIES OR ADDITIONAL REQUIREMENTS MUST BE REPORTED TO THE ARCHITECT IMMEDIATELY FOR APPROPRIATE ACTION.

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REVISIONS	BY

Sheet Description:

**FLOOR
PLANS**

Project Number:	201804-02
Date:	DEC 9, 2018
Drawn By:	CPC, TW



Sheet:
A2.0

AWNING FABRIC NOTE:

IF UTILIZED IN PROJECT, THE CANOPY / AWNING FABRIC OVER THE FREE-VACUUM SPACES SHALL FULLY COMPLY WITH FLAME PROPAGATION CRITERIA OF NFPA 701. MEMBRANE STRUCTURE TO FULLY COMPLY WITH CHAPTER 11 WITH A "CLASS A" FLAME SPREAD INDEX & A FLAME RETARD CERTIFICATE FOR THE FABRIC PRODUCT. SELECTED FOR PROJECT HAS BEEN ATTACHED TO THE SUBMITTED SETS.

SYMBOL LEGEND

- EMERGENCY BATTERY WALL PACK WITH TWIN LED HEADS (SEE M.E.P. PLANS FOR SPECIFICATIONS)
- EXIT LIGHT LED FIXTURE (SEE M.E.P. PLANS FOR SPECIFICATIONS)
- COMBINATION EXIT LIGHT LED FIXTURE AND EMERGENCY BATTERY WALL PACK WITH TWIN LED HEADS

NOTE: UTILIZE "WET LOCATION (WL)" FIXTURES WHERE REQUIRED.

EXIT OR EXIT ACCESS

START OF PATH OF TRAVEL

FIRE EXTINGUISHER: WALL-MOUNTED PORTABLE MULTI-PURPOSE DRY-CHEMICAL FIRE EXTINGUISHER (CLASSIFICATION "A-B-C") - ANSUL 711 AND ANSUL 200 TESTED - NFPA 10 AND DOT APPROVED - MINIMUM SIZE OF TEN (10) POUNDS.

LIFE SAFETY PROJECT DATA

PROPOSED USE: AUTOMOTIVE CAR WASH
CURRENT ZONING: B-1 (COMMERCIAL)
SITE AREA / CONSTRUCTION AREA: 0.72 ACRES (31,289 SQ. FT.) / 0.72 ACRES (31,289 SQ. FT.)

CONSTRUCTION TYPE: II-B / NFPA 220: II (200)
ENCLOSED BUILDING AREA: 3,069 SQ. FT.
OTHER AREAS UNDER ROOF:
 PAYGATE'S SHELTER AREA: 00 SQ. FT.
 FREE VACUUM SHELTER AREA: 00 SQ. FT.
 SELF WASH BAYS: 817 SQ. FT.
 COVERED WALKWAYS AREA: 00 SQ. FT.
TOTAL: 817 SQ. FT.

NOTE: BUILDING(S) CONTAIN ROOMS WITH A VARIETY OF OCCUPANT LOADS - SEE "ROOM FINISH SCHEDULE" FOR OCCUPANT LOADS BY ROOM. CALCULATIONS ARE BASED UPON PARAMETERS IN CHAPTER 10 OF THE INTERNATIONAL BUILDING CODE, AND SECTION 7.3 (CAPACITY OF MEANS OF EGRESS) OF THE NFPA 101 LIFE SAFETY CODE.

OCCUPANCY CLASSIFICATION: GROUP "B" (BUSINESS)
OCCUPANT TYPE / LOADS: BUSINESS / 10.23 (BUILDING) AND 10.76 (BY ROOM)
NUMBER OF STORIES: ONE-STORY (TOWER IS NON-INHABITED SPACE)
MAX. BUILDING HEIGHT: 36'-2" FEET (TO PEAK OF CUPOLA)

BUILDING CODES: 2015 INTERNATIONAL BUILDING CODE (IBC)
FIRE CODES: 2012 INTERNATIONAL FIRE CODE (IFC)
LIFE SAFETY CODE: NFPA 101, 2015 EDITION
ACCESSIBILITY CODE(S): TEXAS ACCESSIBILITY STANDARDS (TAS) AND ICC/ANSI A117.1-2015
EXIT ACCESS TRAVEL DISTANCE: MAXIMUM ALLOWED: 200 FEET
 MAXIMUM DISTANCE: 84'-8" FEET
DEAD END TRAVEL DISTANCE: MAXIMUM ALLOWED: 20 FEET
 MAXIMUM DISTANCE: N/A
CORRIDOR WIDTH: MINIMUM ALLOWED: 44 INCHES
 WIDTH PROVIDED: 64 INCHES
NUMBER OF EXITS: MINIMUM REQUIRED: 92 (1 TO 500 OCCUPANTS)
 EXITS PROVIDED: 26
TOTAL EGRESS WIDTH: REQUIRED: 10.76 TOTAL OCC. LOAD x 0.2' = 2.15'
 PROVIDED: 506" (2,530 TOTAL OCC.)
OCCUPANCY CALCULATIONS: BUILDING: 1/300 = 10.23 / BY ROOM = 10.76 (SEE A3.0)
FIRE SPRINKLERS / ALARM SYSTEM: NOT REQUIRED / NOT PROVIDED

INTERIOR FINISHES:

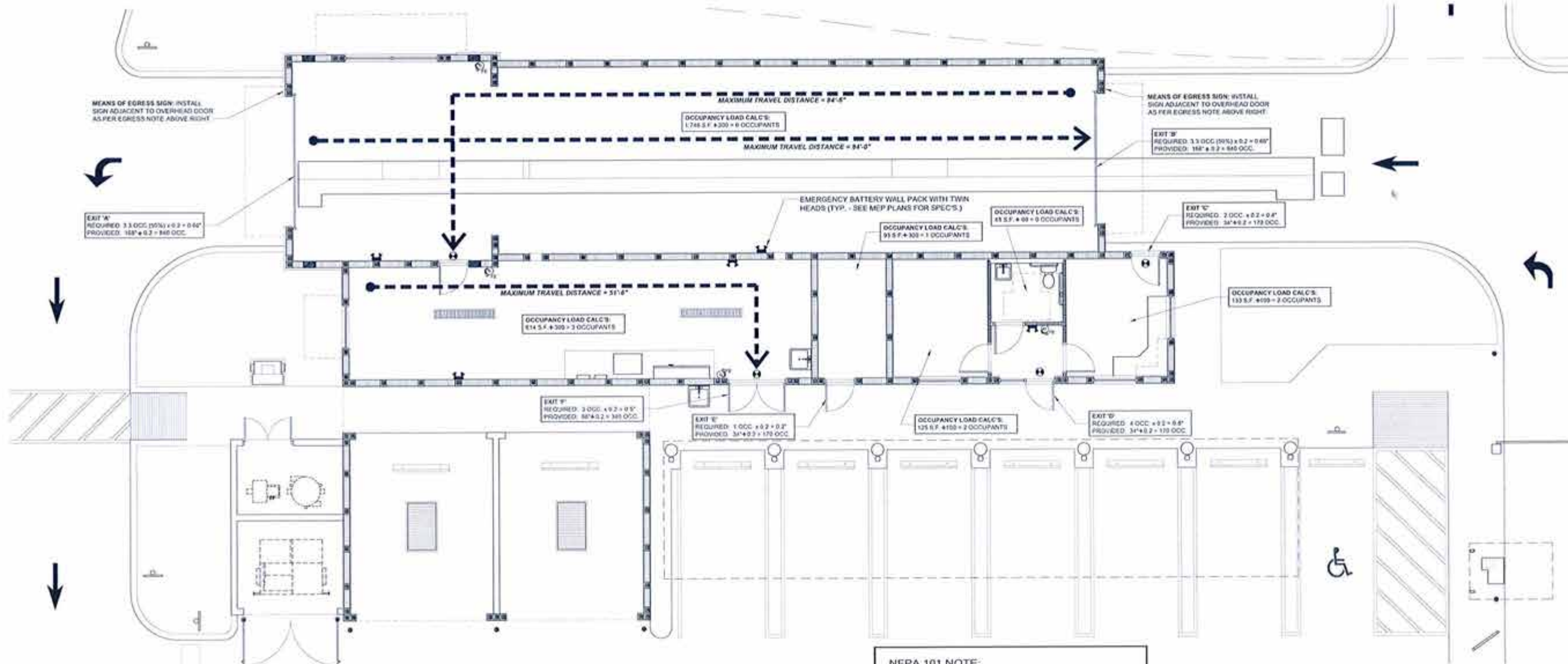
AS PER CHAPTER 10 NFPA 101 LIFE SAFETY CODE REQUIREMENTS, ALL INTERIOR FINISHES IN THE BUILDING SHALL MEET A MINIMUM OF "CLASS A" FOR CEILINGS AND "CLASS B" FOR WALLS. CLASSIFICATION REQUIREMENTS IN FULL COMPLIANCE WITH NFPA SECTION 10.2 INTERIOR FINISH CODE REQUIREMENTS. ALL INTERIOR FINISHES SHALL ALSO FULLY COMPLY WITH ALL CODE REQUIREMENTS OF CHAPTER 8 OF THE INTERNATIONAL BUILDING CODE.

MEANS OF EGRESS - OVERHEAD DOORS:

7.2.1.4.1.4 Where permitted in Chapter 12 through Chapter 42, horizontal-sliding or vertical-rolling security grilles or doors that are part of the required means of egress shall be permitted, provided that they meet the following criteria:
 (1) Such grilles or doors shall remain secured in the fully open position during the period of occupancy by the general public.
 (2) On or adjacent to the grille or door, there shall be a readily visible, durable sign in letters not less than 25 mm (1 in.) high on a contrasting background that reads as follows: **THIS DOOR TO REMAIN OPEN WHEN THE BUILDING IS OCCUPIED.**
 (3) Doors or grilles shall not be brought to the closed position when the space is occupied.
 (4) Doors or grilles shall be operable from within the space without the use of any special knowledge or effort.
 (5) Where two or more means of egress are required, not more than half of the means of egress shall be equipped with horizontal-sliding or vertical-rolling grilles or doors.

MINIMUM HEADROOM HEIGHT:

ALL ROOMS AND AREAS IN THE PROPOSED BUILDING MEETS OR EXCEEDS THE MINIMUM INTERIOR HEADROOM HEIGHT OF 80" (+7-43) A.F.F. AS PER NFPA 101 SECTION 7.1.5 - THE LOWEST CEILING HEIGHT IN THIS SPECIFIC BUILDING IS +8'-8" A.F.F. (IN RESTROOM).



NFPA 101 NOTE:
 CLASSIFICATION OF HAZARD OF CONTENTS, AS PER NFPA 101, CHAPTER 6, SECTION 6.2.2: "LOW HAZARD"

New Express Car Wash Facility for
AQUA CAR WASH 2
 3402 Clark Boulevard
 City of Laredo, Texas 78045

REVISIONS	BY

Sheet Description:
LIFE SAFETY PLAN

Project Number:
 201804-02

Date: DEC 1, 2019

Drawn By: CPC, TW

Seal:

Sheet:
A2.1

STEVE SIEBERT ARCHITECTURE
 4606 NORTH FEDERAL HIGHWAY
 BOYNTON BEACH, FLORIDA 33435
 Telephone: (561) 996-0000
 Fax: (561) 996-0001
 Texas Architect License: 20834

LIFE SAFETY PLAN

SCALE: 3/16" = 1'-0"

Webb CAD

Property Search > 220487 ELI-GAR LTD for Year 2019

Tax Year: 2019

Property

Account

Property ID: 220487 Legal Description: LOT 2 BLK 11 EASTWOODS SUBD IV
Geographic ID: 938-20011-020 Zoning: B-3
Type: Real Agent Code:
Property Use Code:
Property Use Description:

Location

Address: 3402 CLARK BOULEVARD Mapsco: COM19
LAREDO, TX 78043
Neighborhood: CLARK_2 E_TO_LP / D-COM P-COM Map ID:
Neighborhood CD: CD28

Owner

Name: ELI-GAR LTD Owner ID: 10173337
Mailing Address: 2446 SAN ISIDRO PKWY % Ownership: 100.0000000000%
LAREDO, TX 78045-6393

Exemptions:

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$268,000	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
<hr/>			
(=) Market Value:	=	\$268,000	
(-) Ag or Timber Use Value Reduction:	-	\$0	
<hr/>			
(=) Appraised Value:	=	\$268,000	
(-) HS Cap:	-	\$0	
<hr/>			
(=) Assessed Value:	=	\$268,000	

Taxing Jurisdiction

Owner: ELI-GAR LTD
% Ownership: 100.0000000000%
Total Value: \$268,000

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax		
C1	CITY OF LAREDO	0.634000	\$268,000	\$268,000	\$1,699.12		
CAD	WEBB COUNTY APPRAISAL DISTRICT	0.000000	\$268,000	\$268,000	\$0.00		
G3	WEBB COUNTY	0.412000	\$268,000	\$268,000	\$1,104.16		
J2	LAREDO COLLEGE	0.328643	\$268,000	\$268,000	\$880.76		

S7	UNITED ISD	1.198840	\$268,000	\$268,000	\$3,212.89	
Total Tax Rate:		2.573483				
Taxes w/Current Exemptions:					\$6,896.93	
Taxes w/o Exemptions:					\$6,896.93	

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	CSA8	CLARK/PARK	0.7183	31288.00	0.00	0.00	\$268,000	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2020	N/A	N/A	N/A	N/A	N/A	N/A
2019	\$0	\$268,000	0	268,000	\$0	\$268,000
2018	\$0	\$219,020	0	219,020	\$0	\$219,020
2017	\$0	\$219,020	0	219,020	\$0	\$219,020
2016	\$0	\$161,760	0	161,760	\$0	\$161,760
2015	\$0	\$161,760	0	161,760	\$0	\$161,760
2014	\$0	\$147,840	0	147,840	\$0	\$147,840
2013	\$0	\$147,840	0	147,840	\$0	\$147,840
2012	\$0	\$147,840	0	147,840	\$0	\$147,840
2011	\$0	\$140,800	0	140,800	\$0	\$140,800

Deed History - (Last 10 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	3/27/2018	GWD	GENERAL WARRANTY DEED	PAUL YOUNG PROPERTIES LTD	ELI-GAR LTD	4392	191	1324705
2	4/22/2004	SWD	SPECIAL WARRANTY DEED	YOUNG PAUL H JR	PAUL YOUNG PROPERTIES LTD	1619	208	840124
3	11/17/1999	WD	WARRANTY DEED	BIG O DEVELOPMENT LC	YOUNG PAUL H JR	844	531	679566

Tax Due

Property Tax Information as of 01/29/2020

Amount Due if Paid on: 

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due
------	---------------------	---------------	----------	-----------------	--------------	-------------------------------	---------------	------------

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (956) 718-4091

RESOLUTION NO. 2020-R-052

AUTHORIZING AND APPROVING A FEE WAIVER AND A TAX ABATEMENT AGREEMENT BETWEEN THE CITY OF LAREDO AND ELI-GAR LTD. FOR A PROPOSED PROJECT LOCATED AT 3402 CLARK BLVD, LOT 2; BLOCK 11; EASTWOOD SUBDIVISION THAT CONSISTS OF AN AUTOMATIC CAR WASH, 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 \$938,880.00, ESTIMATED ANNUAL TAX ABATEMENT TOTAL OF \$5,952.50 AND ESTIMATED TOTAL FEE WAIVERS OF \$3,600.00. GUIDELINES AND CRITERIA FOR THE AGREEMENT ARE SET FORTH IN THE ATTACHED AGREEMENT AND INFORMATION.

WHEREAS, the City of Laredo has previously approved Resolution No. 2017-R-098, creating the Neighborhood Empowerment Zone (NEZ) which outlined potential incentives for projects located within the NEZ and the guidelines for approval process.

WHEREAS, ELI-GAR LTD. is proposing a project located at 3402 CLARK BLVD, LOT 2; BLOCK 11; EASTWOOD SUBDIVISION, located within the NEZ District 3, 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 3402 CLARK BLVD is hereby approved for fee waivers which will approximately total \$3,600.00 and tax abatement which will approximately total \$5,952.50 annually, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone.

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

BY: _____

PETE SAENZ, JR

MAYOR

ATTEST:

JOSE A. VALDEZ, JR
CITY SECRETARY

APPROVED AS TO FORM:

BY: KRISTINA LAUREL HALE
CITY ATTORNEY

**TAX ABATEMENT AND INCENTIVE AGREEMENT
FOR PROPERTY IN A NEIGHBORHOOD EMPOWERMENT ZONE**

This Agreement is made and entered into by and between ELI-GAR LTD., duly authorized to transact business in Texas, and the City of Laredo, a Municipal Corporation and a home-rule city in Webb County, Texas, (the "City"), pursuant to the authority of Chapters 318 and 378 of the Texas Local Government Code, and shall be effective when duly executed by signature of the authorized representative for each party hereto.

RECITALS

WHEREAS, the City of Laredo pursuant to the provisions of Chapters 312 and 378 of the Local Government Code of the State of Texas, known as the "Neighborhood Empowerment Zone," has designated an area as an empowerment zone, thereby making the area eligible as a reinvestment zone for tax abatement under Section 312.002 of the Tax Code; and other incentives;

WHEREAS, ELI-GAR LTD. is the owner of the land located within said Neighborhood Empowerment Zone and described as 3402 CLARK BLVD, ("Property") which exhibit is incorporated herein by reference for all purposes; and

WHEREAS, the City desires to promote and encourage the development of the community and the expansion and growth of the Property;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the City and ELI-GAR LTD. have this day entered into the following contract and agreement:

I. TERM

This agreement shall be for a period of ten (10) years becoming effective on January 1st of the year following the year in which a Certificate of Occupancy is issued.

II. OWNER COVENANTS

A. Project

ELI-GAR LTD. shall cause to be new construction a new project located at 3402 CLARK BLVD, LOT 2; BLOCK 11; EASTWOOD SUBDIVISION, that consists of an automatic car wash with an estimated value of at least \$938,880.00. ELI-GAR LTD. agrees to limit the use of the property described herein for said commercial development use as that term is defined in the Zoning Ordinance of the City of Laredo.

B. Completion Date

ELI-GAR LTD. certifies that the commercial project construction will be completed within one year from issuance and receipt of the building permit, unless delayed because of force majeure, in which case the one year shall be extended by the number of days comprising the specific force majeure. For purposes of this Agreement, force majeure shall mean an event beyond ELI-GAR LTD.'s reasonable control as determined by the City of Laredo in its sole discretion, which shall not be unreasonably withheld, including, without limitation, delays caused by adverse weather, delays in receipt of any required permits or approvals from any governmental authority, acts of God, or fires. Force majeure shall not include construction delays caused due to purely financial matters, such as, without limitation, delays in obtaining of adequate financing.

C. Use of Property

ELI-GAR LTD. covenants that the project shall be new construction in a manner that is consistent with the general purposes of encouraging development or redevelopment in the Zone and the Property shall be continuously used as a commercial development.

III. TAX ABATEMENT

Subject to and in accordance with this Agreement, the City hereby grants to ELI-GAR LTD. a real property tax abatement of City of Laredo imposed taxes on the Property for a period of ten (10) years. The total estimated amount of the Abatement granted under this Agreement shall be approximately **\$59,525.00**. The total certified Base Value for year 2019 as determined by the Webb County Appraisal District is \$268,000.00

IV. WAIVER OF PERMIT FEES

Subject to and in accordance with this Agreement, the City hereby agrees to waive all fees associated with acquiring the necessary building permit, plan review, plumbing permit, electrical permit, mechanical permit, fire inspection, right of way permit, water permit and sprinkler system permit for development of the property. The estimated amount of permit fees to be waived is approximately **\$3,600.00**.

V. RECORDS, AUDITS AND EVALUATION OF REQUIRED IMPROVEMENTS

A. Inspection of Property

Between the execution date of this Agreement and the last day of the Term, at any time during normal office hours throughout the Term and the year following the Term and following reasonable notice to ELI-GAR LTD. the City shall have and ELI-GAR LTD. shall provide access to the Property in order for the City to inspect the Property and evaluate the required improvements to ensure compliance with the terms and conditions of this Agreement. ELI-GAR LTD. shall cooperate fully with the City during any such inspection and/or evaluation.

B. Certification

ELI-GAR LTD. shall certify annually to the City that it is in compliance with each applicable term of this Agreement. The City shall have the right to audit the Property. ELI-GAR LTD. shall make all applicable records available to the City following reasonable advance notice by the City and shall otherwise cooperate fully with the City during any audit.

VI. DEFAULT AND RECAPTURE

ELI-GAR LTD. shall be in default of this Agreement if ELI-GAR LTD. for any reason fails to substantially comply with the development of the property, discontinues the commercial development operations as required by the terms of this Agreement, or if any representation made by ELI-GAR LTD. is false or misleading in any material aspect. Termination of this Agreement may be effected if default is not cured within sixty (60) days after written notice by the City to ELI-GAR LTD.. If the City terminates this Agreement as a result of default by ELI-GAR LTD., the tax abatement shall be immediately abolished and the City shall have the right to recapture the amount of all previously waived permit and inspection fees, and the taxes previously abated. In the event of termination, a bill for the total amounts due will be sent to ELI-GAR LTD., and ELI-GAR LTD. hereby agrees to pay the total amounts due within sixty (60) days after receipt of the bill. Statutory penalties interest and attorney's fees will accrue if

ELI-GAR LTD. fails to timely pay the bill. Nothing in this Agreement shall preclude ELI-GAR LTD. from disputing the bill.

VII. TERMINATION AT WILL

If the City and ELI-GAR LTD. mutually determine that the development or use of the Property is longer appropriate or feasible, or that a better use is preferable, the City and ELI-GAR LTD. may terminate this Agreement in writing signed by both parties. In this event, if the Term has commenced, the Term shall expire as of the effective date of the termination of this Agreement; there shall be no recapture of any taxes previously abated or fees waived; and neither party shall have any further rights or obligations hereunder.

VIII. VENUE AND JURISDICTION

This Agreement shall be construed in accordance with the laws of the State of Texas and applicable ordinances, rules, regulations or policies of the City of Laredo. Venue for any action under this Agreement shall lie in the State District Court of Webb County, Texas. This Agreement is performable in Webb County, Texas.

IX. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

X. BINDING EFFECT

This agreement shall insure to the benefit of and be binding upon the City and ELI-GAR LTD. and their affiliated, subsidiaries, successors and assigns.

Executed this the day of _____, 2020, by City of Laredo.

BY: _____

Robert A. Eads, City Manager

ATTEST:

JOSE A. VALDEZ, JR

City Secretary

APPROVED AS TO FORM:

Kristina Laurel Hale

City Attorney

Executed this the day of _____, 2020, by ELIUD GARCIA II

BY: _____

Name: ELIUD GARCIA II

Title: PROPERTY OWNER

BY: _____

Name: _____

Title: _____

City Council-Regular

Meeting Date: 04/06/2020

Initiated By: Rosario Cabello, Co-Interim City Manager

Staff Source: Mr. Arturo Garcia, Director Building Development Services

SUBJECT

2020-R-053 Authorizing and approving a fee waiver and a Tax Abatement Agreement between the City of Laredo and Somos Cinco, L.L.C. for a proposed project located at 1105 Farragut, lot 7 & part of lot 4; block 47; western division that consists of roof & fascade reconstruction, 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 \$246,505.17, estimated annual tax abatement total of \$184.32 and estimated total fee waivers of \$2,610.00. Guidelines and criteria for the agreement are set forth in the attached agreement and information.

PREVIOUS COUNCIL ACTION

On March 28, 2013, City Council thru Resolution 2013-R-23 designated and established Neighborhood Empowerment Zone #1.

BACKGROUND

The City of Laredo created the Neighborhood Empowerment Zone (NEZ) Program to improve 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.

SOMOS CINCO, L.L.C. has proposed a new project located at 1105 Farragut. The project will a rehabilitation of the existing roof and facade reconstruction. The estimated capital investment of the project is \$246,505.17. The project is located within the NEZ District 1 and meets the zoning requirements as established by the NEZ criteria. This project is located within City Council District VIII

The City of Laredo would waive associated fees for the following permits: Building Permit, Plan Review, Plumbing, Electrical, Mechanical, Fire, Right-of-Way (curb and street cut), Water Permit, Sprinkler System Fees.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that City Council approve this resolution.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

application

deed

cost estimate

construction documents

supporting documents

resolution



CITY OF LAREDO
NEIGHBORHOOD EMPOWERMENT ZONE (NEZ) PROGRAM

PROJECT CERTIFICATION APPLICATION



I. Application Checklist – please submit the following documentation

- ☐ A completed application form
- ☐ **Non Refundable Application fee** – For basic incentives application **excluding** Tax Abatement, the application fee is \$100.00. For multi-family, commercial, industrial, commercial facilities, and mixed-use tax abatement application; 0.5% of the total Capital Investment of the project, with a \$150.00 minimum and not to exceed \$1,000.00; for residential **tax abatement** applications: \$100.00 per house.
- ☐ Proof of ownership, such as a warranty deed, affidavit of heirship, or a probated will **OR** evidence of site control, such as option to buy (A registered warranty deed is required for a tax abatement application)
- ☐ A reduced 11 x 17 floor plan, site plan, and site elevation with a written detailed project description that includes a baseline performance standard and a construction time
- ☐ A detailed line item budget showing the cost breakdown for the project
- ☐ Appraisal Card from Webb County Appraisal District

The City Ethics Code prohibits certain city officials and employees, as well as their close family members and any businesses they or their families hold a 10% or greater ownership interest from having a financial interest in a contract, purchase or sale with the City. Please refer to Section 2.09 of the City Ethics Code (Prohibited Interest in Contracts) for complete information. If you have any questions, please contact the City Attorney's Office to request to speak with the Ethics Compliance Officer at (956) 791-7319.

Currently, or within the past twelve (12) months, have you, your spouse, sibling, parent, child or other family member within the third degree of consanguinity or second degree of affinity served as a City of Laredo official or employee? If so, please provide the name of the official or employee, dates of service, and relationship to the official or employee.

No

Currently, or within the past twelve (12) months, has an owner, partner, or employee of a business entity in which you, your spouse, parent, child own 10% or more of the voting stocks or shares, or 10% or more of the fair market value served as a city official or employee? If so, please provide the name of the official or employee, dates of service, and relationship to the official or employee.

No

- ☐ Are you aware of any fact(s) with regard to this application that would raise a "conflict of interest" issue under Section 2.01 of the City Ethics Code for any city official or employee. If so, please explain.

No

Answering in the affirmative to any of the questions above will require this application be referred to the City Attorney's Office for review and determination on whether your project would violate any of the applicable provisions of the City of Laredo Code of Ethics.

Applicant's Signature:

Ortiz E. Alvarez

Date:

1-20-20

WARNING: THIS IS A GOVERNMENT DOCUMENT TEXAS PENAL CODE, SECTION 37.10 SPECIFIES PENALTIES FOR MAKING FALSE ENTRIES OR PROVIDING FALSE INFORMATION IN THIS DOCUMENT

Incomplete applications will not be processed for certification until all required documents shown in the above checklist are submitted within 30 days after the application is received.

You must apply for tax abatement before any building permits are issued for your property and before any improvements are made to your property. It takes 30-60 business days to complete the Tax Abatement Agreement approval process after the issuance of the NEZ Certification depending on the complexity of your project. All building permits must be pulled within the 12 month period that certification was approved, or within 12 month period that the tax abatement was approved or you will be required to re-apply for NEZ incentives.

II. Applicant/Agent Information

1. Applicant: Somes Cinco, L.C.
2. Contact Person: Gail Alexander
3. Address: 730 E. Friar Tuck Ln Houston TX 77024
Street City State Zip
4. Phone Number: 713-202-3084
5. Fax No.: _____
6. E-Mail: gailealexander@aol.com alexandercapital@resbc
global.net
7. Agent (if any): Zertuche Construction

8. Address: 107 Calle del Norte #4 Laredo, TX 78041
 Street City State Zip

9. Phone No.: 956-727-3112

10. Fax No.: _____

11. E-Mail: R22e2ertucheconstruction.com

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
1106 HIDALGO	78040	Western Division	724	47		2019

2. For each property listed in Table 1, please check the boxes below to indicate if:

- ☐ There are taxes past due or;
☐ There are City liens; or
☐ You (meaning the applicant, developer, associates, agents, principals) have been subject to a Order of Demolition where the property was demolished within the last 5 years.

Table 2 Property Taxes and Liens

Address	Proper ty Taxes Due	Weed Liens	Board-up/Open Structure Liens	Demolit ion Liens	Paving Liens	Order of Demol ition
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(Please see attached sheets of paper as needed.)

If there are taxes due or liens against any property in the City of Laredo you may not be eligible for NEZ incentives.

3. Does the proposed project conform to the City of Laredo zoning? ☒ Yes ☐ No

If no, what steps are being taken to ensure compliance?

4. Project Type:	<input type="checkbox"/> Single Family	<input type="checkbox"/> Multi-Family	<input checked="" type="checkbox"/> Commercial	<input type="checkbox"/> Industrial	<input type="checkbox"/> Community Facilities	<input type="checkbox"/> Mixed-Use
------------------	--	---------------------------------------	--	-------------------------------------	---	------------------------------------

- ☐ Owner Occupied
☒ Rental Property

5. Please describe the proposed residential or commercial project and provide 11 x 17 drawing:
replaced/recovered roof, removed canopy, repair and restore facade

6. If your project is commercial, industrial, or mixed-use project, please describe the types of business that is being proposed: Commercial building, currently leased to Dollar Tree

7. Is this new construction or rehabilitation project? ☐ New Construction ☒ Rehabilitation

8. How much is the total development cost of your project? \$ 246,505.17

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? _____ sq. ft.

just facade and roof

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
14,464 sq ft.		

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
re-roof		by Beldon
restoration of facade		Zertucha
TOTAL	\$246,505.17	SEE ATTACH SPREADSHEET

***Capital investment includes only real property improvements such as new facilities and structures, site improvements, facility expansion, and facility modernization. Capital Investment DOES NOT include land acquisition costs and/or any existing improvements, or personal property (such as machinery, equipment, and/or supplies or inventory).

14. For a mixed-use project, please indicate the percentage of all uses in the project in the following table.

Table 5 Percentages of uses in a Mixed Use Project

Type	Square Footage	Percentage
TOTAL		

III. INCENTIVES - What incentives are you applying for?

Municipal Property Tax Abatements

- ☒ 5 years ☐ More than 5 years ☐ Apartments
☐ Residential Owner Occupied ☐ Residential Rental Property ☒ Commercial

Development Fee Waivers

- ☒ All building permit related fees (including Plans Review and Inspection)
☐ Plat application fee (including concept plan, preliminary plat, final plat, short form replat)
☐ Zoning application fee
☐ Board of Adjustment Application Fee
☐ Demolition Fee
☐ Structure Moving Fee
☐ Street Utility Easement vacation application fee

Impact Fee Waivers

- ☐ Water (Meter Size _____) (No. of meters _____) ☐ Transportation

Release of City Liens

- ☐ Wood Liens ☐ Paving Liens ☐ Board up-open structure Liens ☐ Demolition Liens

IV. ACKNOWLEDGMENTS

I hereby certify that the information provided is true and accurate to the best of my knowledge.

I understand that the approval of fee waivers and other incentives shall not be deemed to be approval of any aspect of the project and that the application must be ratified by the City Council. I understand that I am responsible in obtaining required permits and inspections from the City and in ensuring the project is located in the correct zoning district.

Gail Alexander Gail Alexander 1-21-20
PRINTED OR TYPED NAME AUTHORIZED SIGNATURE DATE
as member
Sommers Lincoln LC

*REFILED TO INCLUDE EXHIBIT "A".

SPECIAL WARRANTY DEED

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.

STATE OF TEXAS §
 §
COUNTY OF WEBB §

That **MAUREEN M. ALEXANDER, ROSALIND A. KOKOLIS, PHYLLIS A. TERRY, GAIL ALEXANDER and BENJAMIN M. ALEXANDER**, of P. O. Box 271583, Houston, Texas 77277, hereinafter referred to as "Grantors", for valuable consideration the receipt and sufficiency of which is hereby acknowledged, have GRANTED, ASSIGNED, TRANSFERRED, and CONVEYED and by these presents do GRANT, ASSIGN, TRANSFER, and CONVEY to **SOMOS CINCO, L.C., a Texas Limited Liability Company**, whose address is P. O. Box 271583 Houston, Texas, 77277, hereinafter referred to as "Grantee", all of Grantors' right, title and interest in and to all of the following described real property, including any and all improvements and any and all claims and causes of action or rights of Grantors, which relate to such real property and improvements situated in Webb County, Texas, to-wit:

A parcel of land consisting of all of Lot 7 and part of Lot 4, Block 47, Western Division, City of Laredo, Webb County, Texas, containing a total area of 11,872.2 square feet, more or less with said part of Lot 4, containing 5,700.6 square feet, more or less, and is more particularly described by metes and bounds on attached Exhibit "A", said property having been partitioned to Grantors by Partition Deed, dated April 19, 1989, duly recorded in Volume 1354, Pages 470-475, Real Property Records of Webb County, Texas, reference to which instrument and the record thereof and hereof is here made for all relevant purposes.

This conveyance includes any and all property and rights acquired by Grantors in the Partition Deed dated April 19, 1989, duly recorded in Volume 1354, Pages 470-475, Real Property Records of Webb County, Texas, a reference to which instrument and the records thereof is here made for all relevant purposes.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE:

This conveyance is made and accepted subject to any and all indebtedness, including any tax liability which may cover the property conveyed, and also to any and all rights-of-way, restrictions, covenants, conditions, easements, leases, mineral reservations

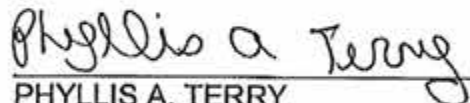
and mineral leases, including all conditions contained therein, if any, relating to the hereinabove described property, but only to the extent they are valid and subsisting, and either apparent or shown of record in Webb County, Texas and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, relating to the hereinabove described property to the extent same are valid and subsisting.

TO HAVE AND TO HOLD, the above described property, together with all and singular the rights and appurtenances thereto in anywise belonging unto said Grantee, Grantee's heirs, personal representatives, successors and assigns forever; and Grantors do hereby bind themselves and their successors and assigns to WARRANT AND FOREVER DEFEND all and singular the property unto the said Grantee, Grantee's heirs, personal representatives, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof except as to the reservations from and exceptions to conveyance, by, through and under Grantors but not otherwise.

Executed as acknowledged below but effective June 1, 2009.


MAUREEN M. ALEXANDER


ROSALIND A. KOKOLIS


PHYLLIS A. TERRY


GAIL ALEXANDER


BENJAMIN M. ALEXANDER

STATE OF TEXAS §
COUNTY OF Tarrant §

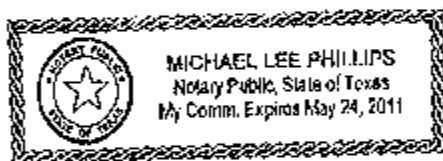
This instrument was acknowledged before me on the 12th day of June, 2009, by MAUREEN M. ALEXANDER.



Amanda Lea Carter
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF Harris §

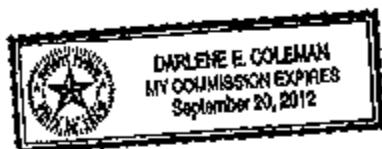
This instrument was acknowledged before me on the 1st day of July, 2009, by ROSALIND A. KOKOLIS.



[Signature]
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF Bexar §

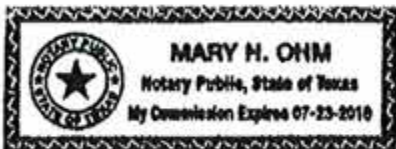
This instrument was acknowledged before me on the 15th day of June, 2009, by PHYLLIS A. TERRY.



Darlene E. Coleman
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me on the 17th day of June, 2009, by GAIL ALEXANDER.



Mary H. Ohm
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me on the 17th day of June, 2009, by BENJAMIN M. ALEXANDER.



Mary H. Ohm
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF WEBB
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS
FILED ON THE DATE AND AT THE TIME STAMPED
HEREON BY ME AND WAS FULLY RECORDED IN THE
VOLUME AND PAGE OF THE OFFICIAL PUBLIC
RECORDS OF WEBB COUNTY TEXAS AS STAMPED
HEREON BY ME



Margie Ramirez Ibarra
COUNTY CLERK
WEBB COUNTY, TEXAS

Doc# 1043908
Recorded
07/21/2009 4:43PM

Signed: M.R.V.
BY DEPUTY
MARGIE RAMIREZ IBARRA
COUNTY CLERK
Fees \$28.00

AFTER RECORDING RETURN TO:
Person, Whitworth, Borchers & Morales, L.L.P.
602 E. Calton Road, 2nd Floor
Laredo, Texas 78042-6668

LEGAL DESCRIPTION NO. 1

PARCEL NO. 1

A parcel of land consisting of all of Lot 7 and part of Lot 4, Block 47, Western Division, City of Laredo, Webb County, Texas, containing a total area of 11,072.2 square feet, more or less with said part of Lot 4, containing 5,700.6 square feet, more or less, and is more particularly described by metes and bounds as follows, to wit:

BEGINNING at the northeast corner of Lot 3 same being the northwest corner of Lot 4, Block 47, Western Division, City of Laredo, Webb County, Texas, the northwest corner of this 5,700.6 square foot parcel;

THENCE, East, along the north line of Lot 4 and the south line of Lot 7, a distance of 55.55' to a point being the northeast corner of Lot 4, the northwest of Lot 5 for the northeast corner of this 5,700.6 square foot parcel;

THENCE, South, along the east line of Lot 4 and the west line of Lot 5, a distance of 5.10' to a point on the south edge of a masonry building wall for an exterior corner of this 5,700.6 square foot parcel;

THENCE, generally West, along the south edge of a building wall, a distance of 4.03' to a point on the east edge of a masonry building wall for an interior corner of this 5,700.6 square foot parcel;

THENCE, S80°25'33"W, along the most easterly edge of a masonry building foundation and wall and along the projected line of said wall, a distance of 106.00' to a point on a concrete sidewalk, the southeast corner of Lot 4, the southwest corner of Lot 5 for the southeast corner of this 5,700.6 square foot parcel;

THENCE, West, along the south line of Lot 4, a distance of 50.71' to a point, the southeast corner of Lot 3, the southwest corner of Lot 4 for the southwest corner of this 5,700.6 square foot parcel;

THENCE, North, along the east line of Lot 3 and the west line of Lot 4, a distance of 111.10' to the place of beginning of this 5,700.6 square foot parcel.

STATE OF TEXAS
COUNTY OF WEBB
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS
FILED ON THE DATE AND AT THE TIME STAMPED
HEREON BY ME AND WAS ONLY RECORDED IN THE
VOLUME AND PAGE OF THE OFFICIAL PUBLIC
RECORDS OF WEBB COUNTY TEXAS AS STAMPED
HEREON BY ME



Margie Ramirez Ibarra
COUNTY CLERK
WEBB COUNTY, TEXAS

Doc# 1043948
Recorded
07/22/2009 11:54AM

Signed: *U.N.V.*
BY DEPUTY
MARGIE RAMIREZ IBARRA
COUNTY CLERK
Fees \$32.00

EXHIBIT "A"



Rosie Cuellar
WEBB COUNTY TAX ASSESSOR • COLLECTOR
 1110 VICTORIA ST., SUITE 107 • LAREDO, TEXAS 78040
 PHONE (956) 523-4200
2019 TAX STATEMENT

Payments via internet:
www.webbcountytax.com

Mail payments to:
 P.O. BOX 420128
 LAREDO, TX 78042-8128

Date: 10/01/2019
 P.I.D.: 101-00047-070



SOMOS CINCO L C
 PO BOX 271583
 HOUSTON, TX 77277-1583

IF PAID IN FULL BY		AMOUNT DUE
OCTOBER	31, 2019	4,727.53
NOVEMBER	30, 2019	4,727.53
DECEMBER	31, 2019	4,727.53
JANUARY	31, 2020	4,727.53
FEBRUARY	29, 2020	5,058.46
MARCH	31, 2020	5,153.01
APRIL	30, 2020	5,247.56
MAY	31, 2020	5,342.10
JUNE	30, 2020	5,436.66
JULY	31, 2020	6,415.25

10/2/19

Somos Cinco

CK# 1594

PROPERTY ADDRESS / DESCRIPTION

LOT 7 & W PT OF 4 BLK 47 WD

ACRES: .2726

APPRAISED VALUE ASSESSED VALUE	APPRAISED/ASSESSED VALUE IMPROVEMENTS	AGRICULTURAL VALUE	TAXABLE VALUE BEFORE EXEMPTIONS	EXEMPTIONS	MORTGAGE CODE	BILLING NO.
303,420	334,880	0	638,300			186856
TAXING UNITS		EXEMPTION AMOUNTS HOMESTEAD OTHER	NET TAXABLE VALUE	TAX RATE (PER \$100)	STATE APPLICATION PENALTY	TAX AMOUNT DUE
WEBB COUNTY		638,300	638,300	.412000		2,629.80
LAREDO COLLEGE		638,300	638,300	.328643		2,097.73
1/2% Sales Tax Reduced COUNTY TAXES BY \$ 498.93						4,727.53

IMPORTANT TAX INFORMATION, PLEASE READ.

*ON FEBRUARY 1, 2020 UNPAID 2019 PERSONAL PROPERTY TAXES WILL HAVE A TAX WARRANT
 ISSUED/ COLLECTION CLAIM FILED & COLLECTION FEES WILL BE APPLIED
 *WHEN A LAWSUIT HAS BEEN FILED ON PRIOR YEAR TAXES AND THE 2019 TAXES REMAIN UNPAID ON
 FEBRUARY 1, 2020 COLLECTION FEES WILL BE IMPOSED PURSUANT TO THE T.P.T.C. TO THE 2019 TAXES
 *MAILED PAYMENTS ARE APPLIED ACCORDING TO U.S. POST OFFICE POST MARK
 *PAYMENT WILL BE REVERSED ON ALL CHECKS RETURNED BY THE BANK. A \$30.00 FEE WILL BE APPLIED

PENALTY & INTEREST WILL BE IMPOSED AT THE FOLLOWING STATUTORY RATES:

FEB 7%	MAR 9%	APR 11%	MAY 13%	JUNE 15%	JULY 18%
--------	--------	---------	---------	----------	----------

IN ADDITION, APPLICABLE COLLECTION FEES AND OR CHARGES WILL BE IMPOSED
 IF 2019 TAXES ARE NOT PAID IN FULL BY JANUARY 31, 2020



Scan your personal
 account code above
 to view and pay your
 taxes online!

**YOUR CHECK WILL SERVE AS
 YOUR RECEIPT**

*IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED,
 AND YOU OCCUPY THE PROPERTY DESCRIBED IN THIS DOCUMENT
 AS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE
 APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE
 TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES
 T.P.T.C. (Sec 33.045)

**ON FEBRUARY 1, 2020 ALL UNPAID
 2019 TAXES BECOME DELINQUENT**

ESTIMATE SHEET

JOB NAME	SOMOS 5 LC - BUILDING FACADE			CONTRACTOR	Zertuche Construction, LLC			PAGE	
LOCATION	1105 HILDAGO STREET			ARCHITECT				DATE	01/21/20
ESTIMATOR	Ramiro R. Rendon			CHECKED BY				BID DATE	
DESCRIPTION	FRONT FACADE - LANDMARK BOARD BUDGET								
FORWARD				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
DESCRIPTION	QUANTITY	@	MATERIAL	LABOR	SUBCONTRACT	OTHER	TOTAL		
	0 ea.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
RESTORATION OF FAÇADE									
GENERAL REQUIREMENTS:									
BUILDING PERMIT	1 LS	\$1,300.00	\$0.00	\$0.00	\$0.00	\$1,300.00	\$1,300.00		
BUILDERS RISK	1 LS	\$850.00	\$0.00	\$0.00	\$0.00	\$850.00	\$850.00		
DUMPSTER	1 LS	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	\$1,500.00		
TEMPORARY TOILET	1 LS	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	\$500.00		
CLEAN-UP									
TEMPORARY CLEAN-UP	1 LS	\$900.00	\$0.00	\$0.00	\$900.00	\$0.00	\$900.00		
FINAL CLEAN-UP	1 LS	\$900.00	\$0.00	\$0.00	\$900.00	\$0.00	\$900.00		
EQUIPMENT									
ALL TERAIN MAN LIFT	1 LS	\$4,500.00	\$0.00	\$0.00	\$0.00	\$4,500.00	\$4,500.00		
TEMPORARY FENCE	70 LS	\$15.00	\$0.00	\$0.00	\$0.00	\$1,050.00	\$1,050.00		
DESIGN WORK	1 LS	\$1,600.00	\$0.00	\$0.00	\$1,600.00	\$0.00	\$1,600.00		
ROOFING CONSULTANT	1 LS	\$6,000.00	\$0.00	\$0.00	\$6,000.00	\$0.00	\$6,000.00		
PRE-CONSTRUCTION SERVICES	1 LS	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00	\$3,000.00		
SUPERINTENDENT	1 LS	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00	\$3,000.00		
REMOVE EXISTING PLATES									
LABOR	1 LS	\$1,200.00	\$0.00	\$0.00	\$1,200.00	\$0.00	\$1,200.00		
STEAM CLEAN FACADE:									
MATERIAL	1 LS	\$4,050.00	\$4,050.00	\$0.00	\$0.00	\$0.00	\$4,050.00		
SUPPLIES	1 LS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
LABOR	1 LS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
NEW CANOPY:									
INSTALL NEW CANOPY	378 SF								
MATERIALS	1 LS	\$9,500.00	\$9,500.00	\$0.00	\$0.00	\$0.00	\$9,500.00		
LABOR	1 LS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Included		
ROOFING:									
NEW ROOFING	1 LS	\$124,113.00	\$0.00	\$0.00	\$124,113.00	\$0.00	\$124,113.00		
REPOINT BRICK:									
REPOINT BRICK:									
MATERIALS	1 LS	\$1,550.00	\$1,550.00	\$0.00	\$0.00	\$0.00	\$1,550.00		
LABOR	1 LS	\$3,421.00	\$0.00	\$0.00	\$3,421.00	\$0.00	\$3,421.00		
PATCH STONE CORNICE:									
STONE CORNICE									
MATERIALS	1 LS	\$935.00	\$935.00	\$0.00	\$0.00	\$0.00	\$935.00		
LABOR	1 LS	\$1,501.00	\$0.00	\$0.00	\$1,501.00	\$0.00	\$1,501.00		
STUCCO FINISH:									
STUCCO FINISH									
MATERIALS	1 LS	\$960.00	\$960.00	\$0.00	\$0.00	\$0.00	\$960.00		
LABOR	1 LS	\$1,684.00	\$0.00	\$0.00	\$1,684.00	\$0.00	\$1,684.00		
WINDOWS:									
WINDOWS:									
MATERIALS - ALUMINUM FRAMED	1 LS	\$13,013.00	\$13,013.00	\$0.00	\$0.00	\$0.00	\$13,013.00		
LABOR	1 LS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Included		



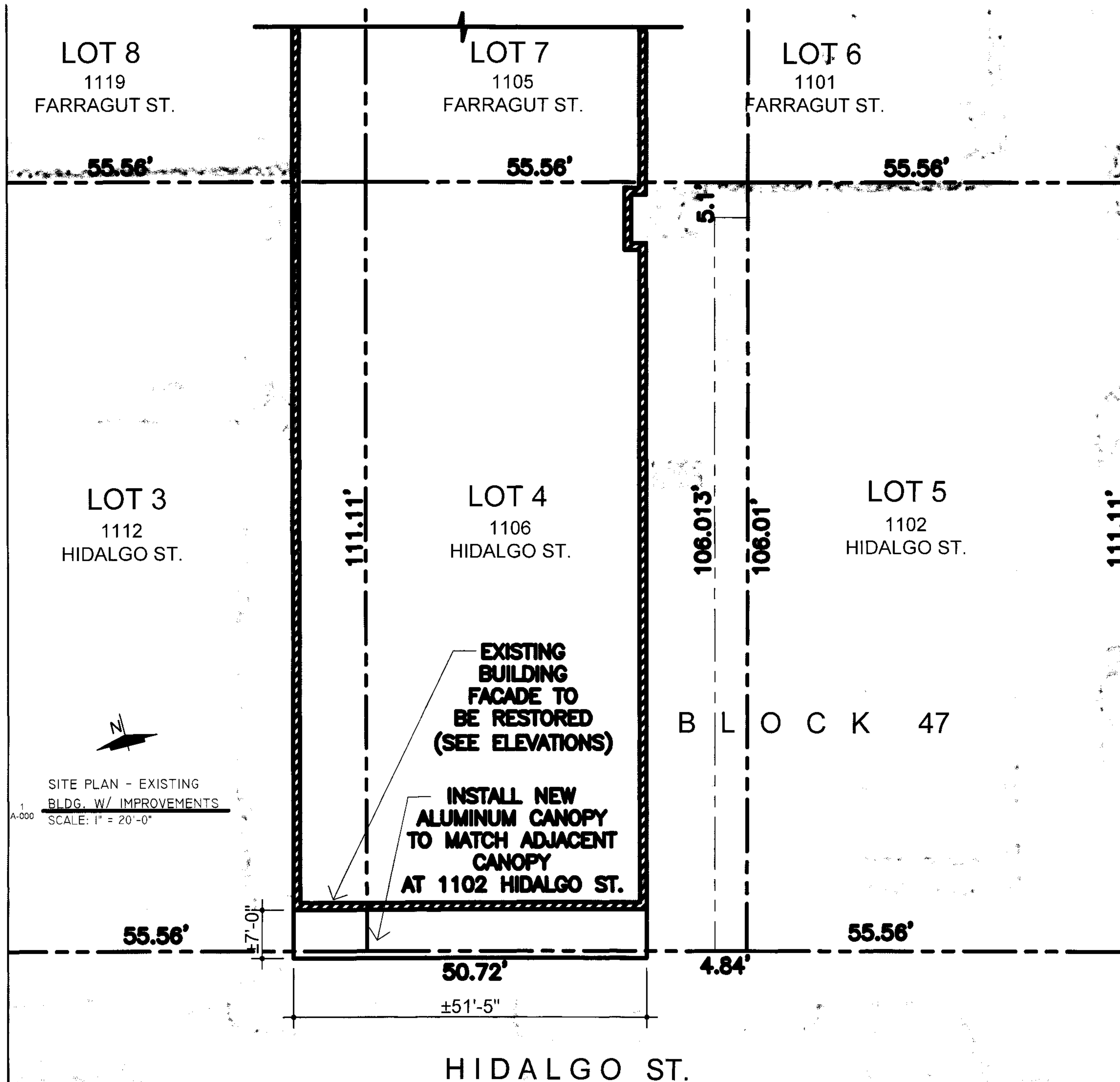
107 CALLE DEL NORTE
SUITE #104
Laredo, Texas 78041
956.727.3112

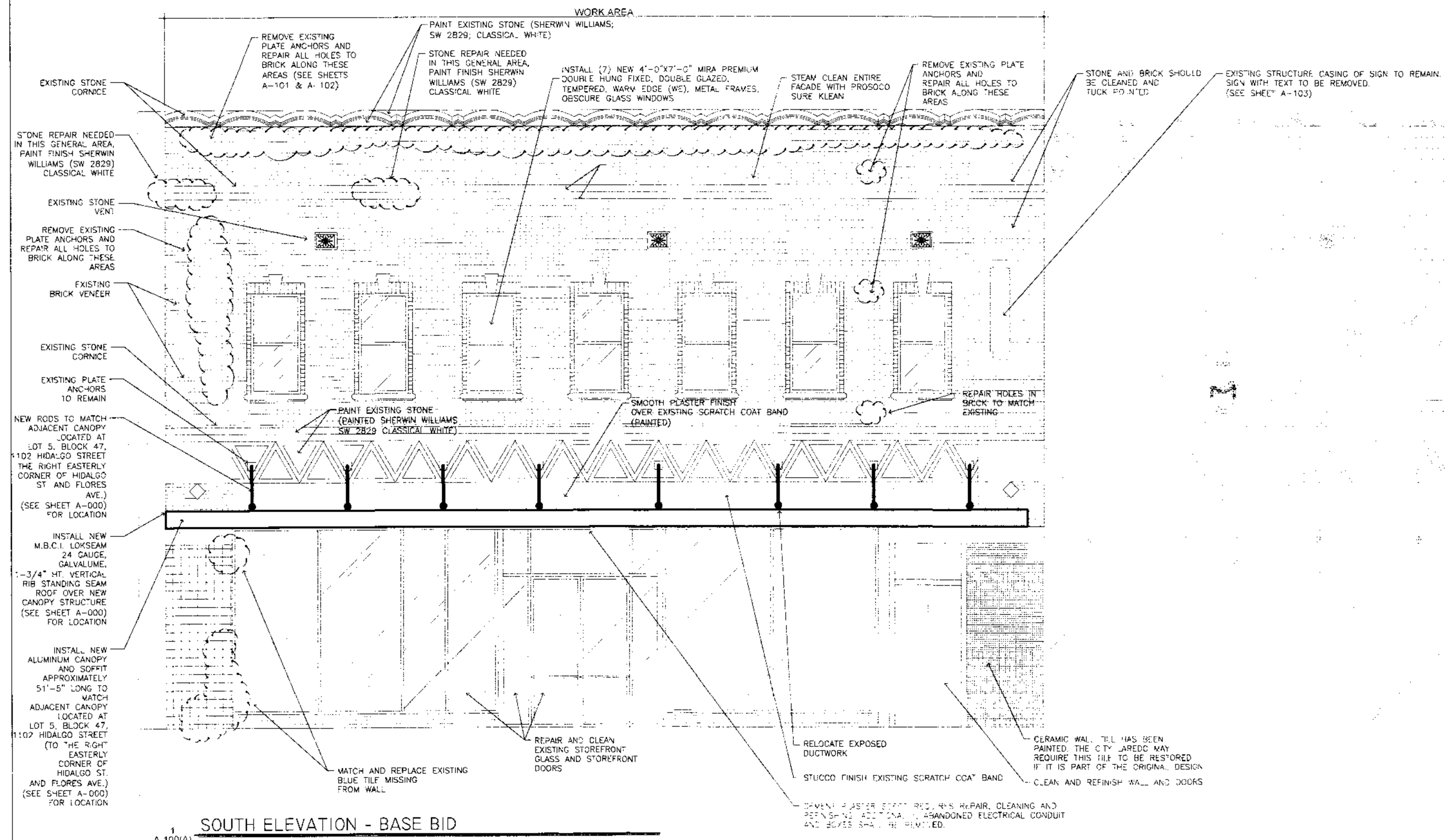
PROJECT NAME: SOMOS CINCO
FACADE RENOVATION
LEGAL DESCRIPTION:
CITY OF LAREDO, TEXAS 78040
LOT 7 & PART OF LOT 4, BLOCK 47, WESTERN DIVISION
1105 HIDALGO ST.

OWNER:

SITE PLAN:

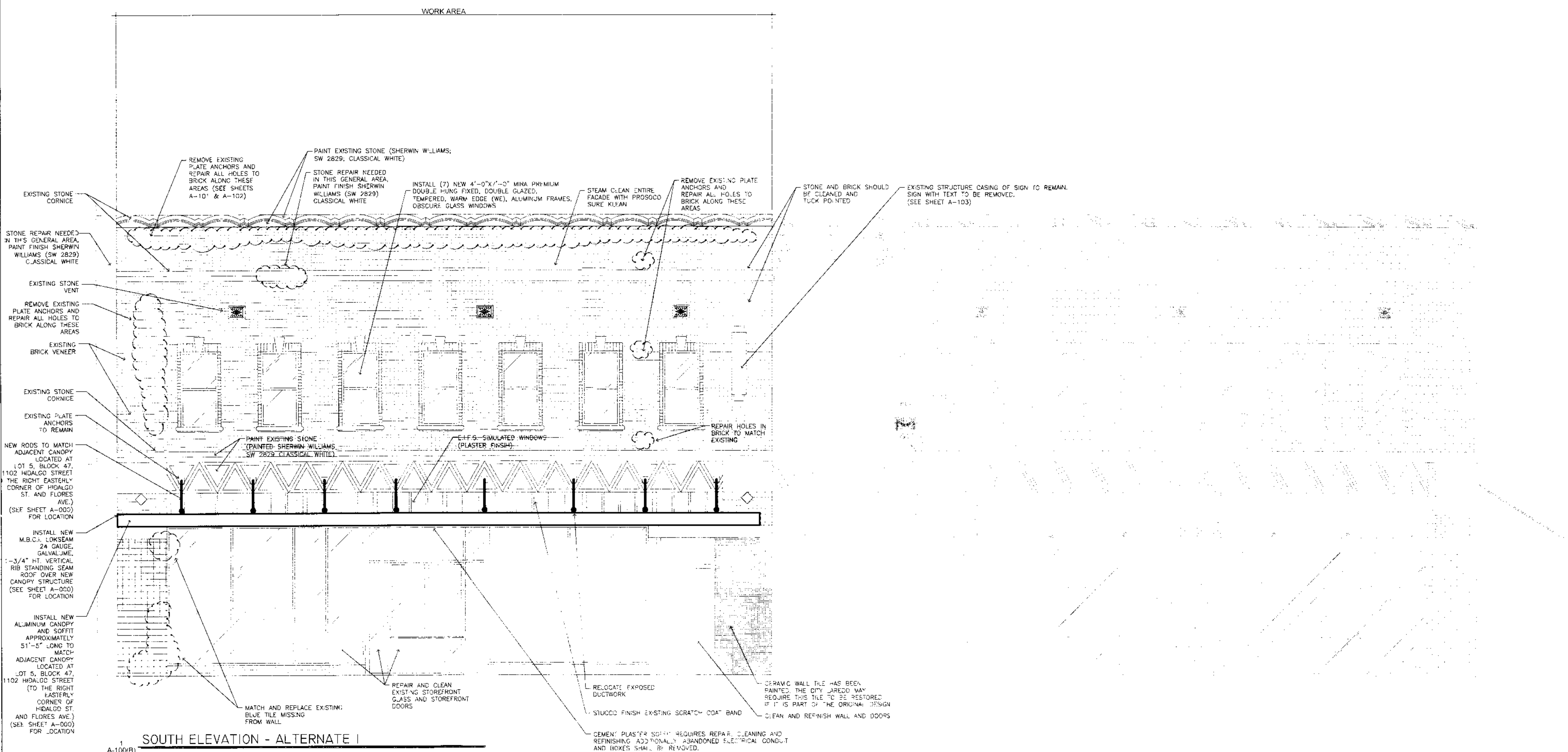
SHEET NO.
A-000



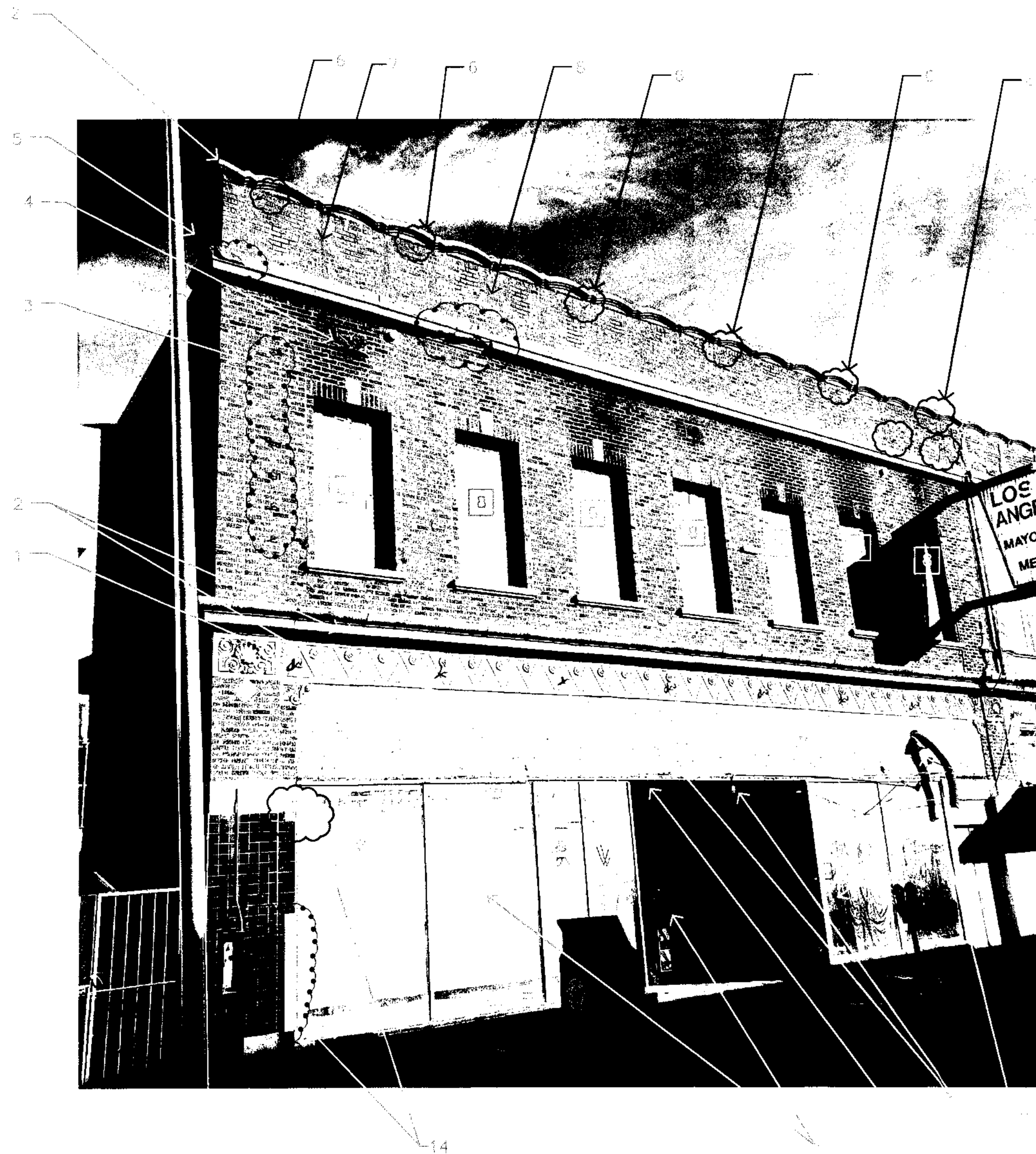


PROJECT NAME:
SOMOS CINCO
FACADE RENOVATION
LEGAL DESCRIPTION:
CITY OF LAREDO, TEXAS 78041
LOT 7 & PART OF LOT 4, BLOCK 27, WESTERN DIVISION
1028 HIDALGO ST

OWNER:
SOUTH ELEVATION
BASE BID:
A-100
(A)



1 SOUTH ELEVATION - ALTERNATE 1
A-100(B) 1/8" = 1'-0" SCALE



1.) EXISTING PLATE ANCHORS TO REMAIN

2.) EXISTING STONE CORNICE PAINTED, SHERWIN WILLIAMS (SW 2829 CLASSICAL WHITE)

3.) REMOVE EXISTING PLATE ANCHORS AND REPAIR ALL HOLES TO BRICK ALONG THESE AREAS

4.) EXISTING STONE VENT

5.) STONE REPAIR NEEDED IN THIS GENERAL AREA

6.) REMOVE EXISTING PLATE ANCHORS AND REPAIR ALL HOLES TO BRICK ALONG THESE AREAS

7.) STEAM CLEAN ENTIRE FACADE WITH PROSO CO SURE KLEAN

8.) INSTALL (7) NEW 4'-0"X7'-0" MIRA PREMIUM DOUBLE HUNG FIXED, DOUBLE GLAZED, TEMPERED, WARM EDGE (WE), METAL FRAMES, OBSCURE GLASS WINDOWS

9.) ALL STONE AND BRICK SHOULD BE CLEANED AND TUCK POINTED

10.) NEW DUCTWORK TO BE USED

11.) STUCCO FINISH EXISTING SCRATCH COAT BAND

12.) CEMENT PLASTER SOFFIT REQUIRES REPAIR, CLEANING AND REFINISHING. ADDITIONALLY, ABANDONED ELECTRICAL CONDUIT AND BOXES SHALL BE REMOVED.

13.) REPAIR AND CLEAN EXISTING STOREFRONT GLASS AND STOREFRONT DOORS

14.) MATCH AND REPLACE EXISTING BLUE TILE MISSING FROM WALL

15.) EXISTING STRUCTURE CASING OF SIGN TO REMAIN. SIGN WITH TEXT TO BE REMOVED. (SEE SHEET A-103)



107 CALLE DEL NORTE
SUITE #104
Laredo, Texas 78041
956.727.3112

PROJECT NAME: SOMOS CINCO
FACADE RENOVATION
LEGAL DESCRIPTION:
CITY OF LAREDO, TEXAS 78040
LOT 7 & PART OF LOT 4, BLOCK 47, WESTERN DIVISION
1106 HIDALGO ST.

OWNER:

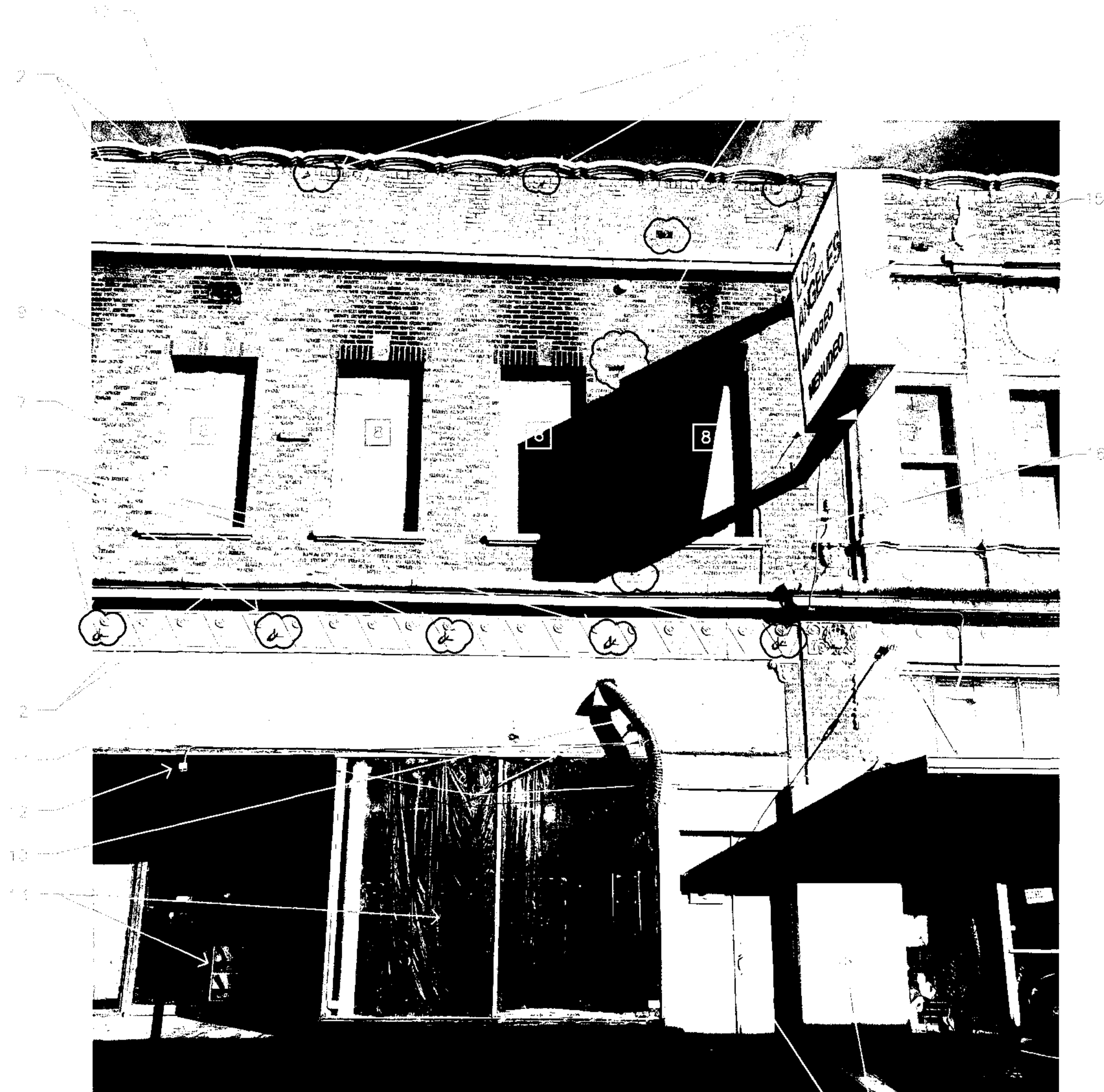
SOUTH VIEW #1:

SHEET NO
A-101

Scale: NOT TO SCALE

1
A-000

SOUTH VIEW #1
NOT TO SCALE



- 1.) EXISTING PLATE ANCHORS TO REMAIN
- 2.) EXISTING STONE CORNICE PAINTED, SHERWIN WILLIAMS (SW 2829 CLASSICAL WHITE)
- 3.) REMOVE EXISTING PLATE ANCHORS AND REPAIR ALL HOLES TO BRICK ALONG THESE AREAS
- 4.) EXISTING STONE VENT
- 5.) STONE REPAIR NEEDED IN THIS GENERAL AREA
- 6.) REMOVE EXISTING PLATE ANCHORS AND REPAIR ALL HOLES TO BRICK ALONG THESE AREAS
- 7.) STEAM CLEAN ENTIRE FACADE WITH PROSOCO SURE KLEAN
- 8.) INSTALL (7) NEW 4'-0"X7'-0" MIRA PREMIUM DOUBLE HUNG FIXED, DOUBLE GLAZED, TEMPERED, WARM EDGE (WE), METAL FRAMES, CENTER GLAZED WINDOW
- 9.) ALL STONE AND P.C. SHOULD BE CLEANED AND TUCK POINTED
- 10.) RELOCATE EXPOSED DUCTWORK
- 11.) STUCCO FINISH EXISTING SCRATCH COAT BAND
- 12.) CEMENT PLASTER SOFFIT REQUIRES REPAIR, CLEANING AND REFINISHING. ADDITIONALLY, ABANDONED ELECTRICAL CONDUIT AND BOXES SHALL BE REMOVED.
- 13.) REPAIR AND CLEAN EXISTING STOREFRONT GLASS AND STOREFRONT DOORS
- 14.) MATCH AND REPLACE EXISTING BLUE TILE MISSING FROM WALL
- 15.) EXISTING STRUCTURE CASING OF SIGN TO REMAIN. SIGN WITH TEXT TO BE REMOVED. (SEE SHEET A-103)
- 16.) REPAIR HOLES TO MATCH EXISTING BRICK
- 17.) REMOVE EXISTING WOOD STUD AND REPAIR HOLES TO MATCH EXISTING BRICK
- 18.) CERAMIC WALL TILE HAS BEEN PAINTED. THE CITY LAREDO MAY REQUIRE THIS TILE TO BE RESTORED IF IT IS PART OF THE ORIGINAL DESIGN
- 19.) CLEAN AND REFINISH WALL AND DOORS



107 CALLE DEL NORTE
SUITE #104
Laredo, Texas 78041
956.727.3112

PROJECT NAME: SOMOS CINCO
FACADE RENOVATION
LEGAL DESCRIPTION:
CITY OF LAREDO, TEXAS 78040
LOT 7 & PART OF LOT 4, BLOCK 47, WESTERN DIVISION
1106 HIDALGO ST.

DATE:	10/15/15
BY:	02/06
CHECKED:	10/15/15
DATE:	10/15/15

OWNER:

SIGNAGE: SHEET NO
A-102

1
A-102

SOUTH VIEW #2
NOT TO SCALE



NEW "DOLLAR TREE"
SIGN IN EXISTING
STRUCTURE CASING

1
A-103

SOUTH VIEW - (SIGNAGE)

NOT TO SCALE



107 CALLE DEL NORTE
SUITE #104
Laredo, Texas 78041
956.727.3112

PROJECT NAME: SOMOS CINCO
FACADE RENOVATION
LEGAL DESCRIPTION:
CITY OF LAREDO, TEXAS 78040
LOT 7 & PART OF LOT 4, BLOCK 47, WESTERN DIVISION
1106 HIDALGO ST.

Prepared by:	10/20/2017
Drawn by:	10/20/2017
Reviewed by:	10/20/2017
Approved by:	10/20/2017

OWNER:

SIGNAGE:
SHEET NO
A-103

Scale: 1/4" = 1'-0" SCA. 1/2"

NEW "DOLLAR TREE"
SIGN IN EXISTING
STRUCTURE CASING



197 CALLE DEL NORTE
SUITE #104
Laredo, Texas 78041
956 727 5112

PROJECT NAME: SOMOS CINCO
FACADE RENOVATION
LEGAL DESCRIPTION:
CITY OF LAREDO, TEXAS 78040
LOT 7 & PART OF LOT 4, BLOCK 47, WESTERN DIVISION
106 HIDALGO ST.

OWNER:

SIGNAGE:

Sheet No.
A-104

1
A-104

SOUTH VIEW - (SIGNAGE VIEW 2)
NOT TO SCALE

Webb CAD

Property Search > 159925 SOMOS CINCO L C for Year 2019

Tax Year: 2019

Property

Account

Property ID:	159925	Legal Description:	LOT 7 & W PT OF 4 BLK 47 WD
Geographic ID:	101-00047-070	Zoning:	B-2
Type:	Real	Agent Code:	ID:*
Property Use Code:			
Property Use Description:			

Location

Address:	1105 FARRAGUT ST LAREDO, TX 78040	Mapsco:	COM21
Neighborhood:	CTRL_BUS_DIST1 / D-COM P-COM	Map ID:	83
Neighborhood CD:	CBD1		

Owner

Name:	SOMOS CINCO L C	Owner ID:	10102114
Mailing Address:	PO BOX 271583 HOUSTON, TX 77277-1583	% Ownership:	100.0000000000%

Exemptions:

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$334,880	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$303,420	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
<hr/>			
(=) Market Value:	=	\$638,300	
(-) Ag or Timber Use Value Reduction:	-	\$0	
<hr/>			
(=) Appraised Value:	=	\$638,300	
(-) HS Cap:	-	\$0	
<hr/>			
(=) Assessed Value:	=	\$638,300	

Taxing Jurisdiction

Owner: SOMOS CINCO L C
% Ownership: 100.0000000000%
Total Value: \$638,300

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax		
C1	CITY OF LAREDO	0.634000	\$638,300	\$638,300	\$4,046.82		
CAD	WEBB COUNTY APPRAISAL DISTRICT	0.000000	\$638,300	\$638,300	\$0.00		
G3	WEBB COUNTY	0.412000	\$638,300	\$638,300	\$2,629.80		
J2	LAREDO COLLEGE	0.328643	\$638,300	\$638,300	\$2,097.73		

S1	LAREDO ISD	1.396500	\$638,300	\$638,300	\$8,913.86	
Total Tax Rate:		2.771143				
Taxes w/Current Exemptions:					\$17,688.21	
Taxes w/o Exemptions:					\$17,688.21	

Improvement / Building

Improvement #1: COMMERCIAL State Code: F1 Living Area: 10660.0 sqft Value: \$334,880

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
RS	Retail Stores	RSCA		1799	10660.0
DTS	Downtown Storage	DTSCA		1799	10828.0
CAN	CANOPY	CAN		1799	70.0
CAN	CANOPY	CAN		1799	598.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	EXCP	EXCP	0.1417	6173.00	55.50	111.10	\$146,610	\$0
2	EXCP	EXCP	0.1309	5702.00	0.00	0.00	\$156,810	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2020	N/A	N/A	N/A	N/A	N/A	N/A
2019	\$334,880	\$303,420	0	638,300	\$0	\$638,300
2018	\$362,910	\$303,420	0	666,330	\$0	\$666,330
2017	\$424,840	\$303,420	0	728,260	\$0	\$728,260
2016	\$431,170	\$303,420	0	734,590	\$0	\$734,590
2015	\$436,570	\$303,420	0	739,990	\$0	\$739,990
2014	\$430,610	\$303,420	0	734,030	\$0	\$734,030
2013	\$434,190	\$303,420	0	737,610	\$0	\$737,610
2012	\$471,940	\$303,420	0	775,360	\$0	\$775,360
2011	\$456,550	\$303,420	0	759,970	\$0	\$759,970

Deed History - (Last 10 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	6/12/2009	SWD	SPECIAL WARRANTY DEED	ALEXANDER CHILDREN	SOMOS CINCO L C	2790	594	1043948

Tax Due

Property Tax Information as of 03/25/2020

Amount Due if Paid on: 

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due
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NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (956) 718-4091

RESOLUTION NO. 2020-R-053

AUTHORIZING AND APPROVING A FEE WAIVER AND A TAX ABATEMENT AGREEMENT BETWEEN THE CITY OF LAREDO AND SOMOS CINCO, L.L.C. FOR A PROPOSED PROJECT LOCATED AT 1105 FARRAGUT, LOT 7 & PART OF LOT 4; BLOCK 47; WESTERN DIVISION THAT CONSISTS OF ROOF & FACADE RECONSTRUCTION, 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 \$246,505.17, ESTIMATED ANNUAL TAX ABATEMENT TOTAL OF \$184.32 AND ESTIMATED TOTAL FEE WAIVERS OF \$2,610.00. GUIDELINES AND CRITERIA FOR THE AGREEMENT ARE SET FORTH IN THE ATTACHED AGREEMENT AND INFORMATION.

WHEREAS, the City of Laredo has previously approved Resolution No. 2013-R-023, creating the Neighborhood Empowerment Zone (NEZ) which outlined potential incentives for projects located within the NEZ and the guidelines for approval process.

WHEREAS, SOMOS CINCO, L.L.C. is proposing a project located at 1105 FARRAGUT, LOT 7 & PART OF LOT 4; BLOCK 47; WESTERN DIVISION, located within the NEZ District 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 1105 FARRAGUT is hereby approved for fee waivers which will approximately total \$2,610.00 and tax abatement which will approximately total \$184.32 annually, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone.

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

BY: _____

PETE SAENZ, JR

MAYOR

ATTEST:

JOSE A. VALDEZ, JR
CITY SECRETARY

APPROVED AS TO FORM:

BY: KRISTINA LAUREL HALE
CITY ATTORNEY

**TAX ABATEMENT AND INCENTIVE AGREEMENT
FOR PROPERTY IN A NEIGHBORHOOD EMPOWERMENT ZONE**

This Agreement is made and entered into by and between SOMOS CINCO, L.L.C., duly authorized to transact business in Texas, and the City of Laredo, a Municipal Corporation and a home-rule city in Webb County, Texas, (the “City”), pursuant to the authority of Chapters 318 and 378 of the Texas Local Government Code, and shall be effective when duly executed by signature of the authorized representative for each party hereto.

RECITALS

WHEREAS, the City of Laredo pursuant to the provisions of Chapters 312 and 378 of the Local Government Code of the State of Texas, known as the “Neighborhood Empowerment Zone,” has designated an area as an empowerment zone, thereby making the area eligible as a reinvestment zone for tax abatement under Section 312.002 of the Tax Code; and other incentives;

WHEREAS, SOMOS CINCO, L.L.C. is the owner of the land located within said Neighborhood Empowerment Zone and described as 1105 FARRAGUT, (“Property”) which exhibit is incorporated herein by reference for all purposes; and

WHEREAS, the City desires to promote and encourage the development of the community and the expansion and growth of the Property;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the City and SOMOS CINCO, L.L.C. have this day entered into the following contract and agreement:

I. TERM

This agreement shall be for a period of ten (10) years becoming effective on January 1st of the year following the year in which a Certificate of Occupancy is issued.

II. OWNER COVENANTS

A. Project

SOMOS CINCO, L.L.C. shall cause to be rehabilitation a new project located at 1105 FARRAGUT, LOT 7 & PART OF LOT 4; BLOCK 47; WESTERN DIVISION, that consists of a ROOF & FACADE RECONSTRUCTION with an estimated value of at least \$246,505.17. SOMOS CINCO, L.L.C. agrees to limit the use of the property described herein for said commercial development use as that term is defined in the Zoning Ordinance of the City of Laredo.

B. Completion Date

SOMOS CINCO, L.L.C. certifies that the commercial project construction will be completed within one year from issuance and receipt of the building permit, unless delayed because of force majeure, in which case the one year shall be extended by the number of days comprising the specific force majeure. For purposes of this Agreement, force majeure shall mean an event beyond SOMOS CINCO, L.L.C.’s reasonable control as determined by the City of Laredo in its sole discretion, which shall not be unreasonably withheld, including, without limitation, delays caused by adverse weather, delays in receipt of any required permits or approvals from any governmental

authority, acts of God, or fires. Force majeure shall not include construction delays caused due to purely financial matters, such as, without limitation, delays in obtaining of adequate financing.

C. Use of Property

SOMOS CINCO, L.L.C. covenants that the project shall be rehabilitation in a manner that is consistent with the general purposes of encouraging development or redevelopment in the Zone and the Property shall be continuously used as a commercial development.

III. TAX ABATEMENT

Subject to and in accordance with this Agreement, the City hereby grants to SOMOS CINCO, L.L.C. a real property tax abatement of City of Laredo imposed taxes on the Property for a period of ten (10) years. The total estimated amount of the Abatement granted under this Agreement shall be approximately **\$1,843.20**. The total certified Base Value for year 2019 as determined by the Webb County Appraisal District is \$638,300.00

IV. WAIVER OF PERMIT FEES

Subject to and in accordance with this Agreement, the City hereby agrees to waive all fees associated with acquiring the necessary building permit, plan review, plumbing permit, electrical permit, mechanical permit, fire inspection, right of way permit, water permit and sprinkler system permit for development of the property. The estimated amount of permit fees to be waived is approximately **\$2,610.00**.

V. RECORDS, AUDITS AND EVALUATION OF REQUIRED IMPROVEMENTS

A. Inspection of Property

Between the execution date of this Agreement and the last day of the Term, at any time during normal office hours throughout the Term and the year following the Term and following reasonable notice to SOMOS CINCO, L.L.C. the City shall have and SOMOS CINCO, L.L.C. shall provide access to the Property in order for the City to inspect the Property and evaluate the required improvements to ensure compliance with the terms and conditions of this Agreement. SOMOS CINCO, L.L.C. shall cooperate fully with the City during any such inspection and/or evaluation.

B. Certification

SOMOS CINCO, L.L.C. shall certify annually to the City that it is in compliance with each applicable tem of this Agreement. The City shall have the right to audit the Property. SOMOS CINCO, L.L.C. shall make all applicable records available to the City following reasonable advance notice by the City and shall otherwise cooperate fully with the City during any audit.

VI. DEFAULT AND RECAPTURE

SOMOS CINCO, L.L.C. shall be in default of this Agreement if SOMOS CINCO, L.L.C. for any reason fails to substantially comply with the development of the property, discontinues the commercial development operations as required by the terms of this Agreement, or if any representation made by SOMOS CINCO, L.L.C. is false or misleading in any material aspect. Termination of this Agreement may be effected if default is not cured within sixty (60) days after written notice by the City to SOMOS CINCO, L.L.C.. If the City terminates this Agreement as a result of default by SOMOS CINCO, L.L.C., 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 SOMOS CINCO, L.L.C., and SOMOS CINCO, L.L.C. 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 SOMOS CINCO, L.L.C. fails to timely pay the bill. Nothing in this Agreement shall preclude SOMOS CINCO, L.L.C. from disputing the bill.

VII. TERMINATION AT WILL

If the City and SOMOS CINCO, L.L.C. 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 SOMOS CINCO, L.L.C. may terminate this Agreement in writing signed by both parties. In this event, if the Term has commenced, the Term shall expire as of the effective date of the termination of this Agreement; there shall be no recapture of any taxes previously abated or fees waived; and neither party shall have any further rights or obligations hereunder.

VIII. VENUE AND JURISDICTION

This Agreement shall be construed in accordance with the laws of the State of Texas and applicable ordinances, rules, regulations or policies of the City of Laredo. Venue for any action under this Agreement shall lie in the State District Court of Webb County, Texas. This Agreement is performable in Webb County, Texas.

IX. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

X. BINDING EFFECT

This agreement shall insure to the benefit of and be binding upon the City and SOMOS CINCO, L.L.C. and their affiliated, subsidiaries, successors and assigns.

Executed this the day of _____, 2020, by City of Laredo.

BY: _____

Robert A. Eads, City Manager

ATTEST:

JOSE A. VALDEZ, JR

City Secretary

APPROVED AS TO FORM:

Kristina Laurel Hale

City Attorney

Executed this the day of _____, 2020, by SOMOS CINCO, L.L.C.

BY: _____

Name: SOMOS CINCO, L.L.C.

Title: PROPERTY OWNER

BY: _____

Name: _____

Title: _____

City Council-Regular

Meeting Date: 04/06/2020

Initiated By: Rosario Cabello, Co-Interim City Manager

Staff Source: Arturo Garcia, Director Building Development Services

SUBJECT

2020-R-054 Authorizing and approving a fee waiver and a Tax Abatement Agreement between the City of Laredo and Guadalupe I. Martinez for a proposed project located at 2904 Rosario Street, the west one third of lot 7 and the east one third of lot 8; block 1789; eastern division that consists of complete rehabilitation, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone (NEZ). This agreement will be for a five (5) year period and will abate taxes on new improvements for the purpose of economic development. The project has an estimated capital investment total of \$43,400.00, estimated annual tax abatement total of \$576.45 and estimated total fee waivers of \$1,492.00. Guidelines and criteria for the agreement are set forth in the attached agreement and information.

PREVIOUS COUNCIL ACTION

On April 12, 2017, City Council approved Resolution 2017-R-46 designating and creating Neighborhood Empowerment Zone #2.

BACKGROUND

The City of Laredo created the Neighborhood Empowerment Zone (NEZ) Program to improve 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.

The property owner Guadalupe L. Martinez has proposed a new project located at 2904 Rosario Street. The project will be a Rehabilitation consisting of a complete rehabilitation existing structure. The estimated capital investment of the project is \$43,400.00. The project is located within the NEZ District 2 and meets the zoning requirements as established by the NEZ criteria. This project is located within City Council District II

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.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that City Council approve this resolution.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The project has an estimated capital investment total of \$43,400.00, estimated annual tax abatement total of \$576.45 and estimated total fee waivers of \$1,492.00.

Attachments

APPLICATION

DEED

COST ESTIMATE

CONSTRUCTION PLANS

SUPPORTING DOCUMENTS

Resolution



CITY OF LAREDO
NEIGHBORHOOD EMPOWERMENT ZONE (NEZ) PROGRAM



PROJECT CERTIFICATION APPLICATION

I. Application Checklist – please submit the following documentation

- ☒ A completed application form
- ☒ **Non Refundable Application fee** – For basic incentives application excluding Tax Abatement, the application fee is \$100.00. For multi-family, commercial, industrial, commercial facilities, and mixed-use tax abatement application; 0.5% of the total Capital Investment of the project, with a \$150.00 minimum and not to exceed \$1,000.00; for residential tax abatement applications: \$100.00 per house.
- ☒ Proof of ownership, such as a warranty deed, affidavit of heirship, or a probated will **OR** evidence of site control, such as option to buy (**A registered warranty deed is required for a tax abatement application**)
- ☒ A reduced 11 x 17 floor plan, site plan, and site elevation with a written detailed project description that includes a baseline performance standard and a construction time
- ☒ A detailed line item budget showing the cost breakdown for the project
- ☒ Appraisal Card from Webb County Appraisal District

The City Ethics Code prohibits certain city officials and employees, as well as their close family members and any businesses they or their families hold a 10% or greater ownership interest from having a financial interest in a contract, purchase or sale with the City. Please refer to Section 2.09 of the City Ethics Code (Prohibited Interest in Contracts) for complete information. If you have any questions, please contact the City Attorney's Office to request to speak with the Ethics Compliance Officer at (956) 791-7319.

Currently, or within the past twelve (12) months, have you, your spouse, sibling, parent, child or other family member within the third degree of consanguinity or second degree of affinity served as a City of Laredo official or employee? If so, please provide the name of the official or employee, dates of service, and relationship to the official or employee.

N/A

Currently, or within the past twelve (12) months, has an owner, partner, or employee of a business entity in which you, your spouse, parent, child own 10% or more of the voting stocks or shares, or 10% or more of the fair market value served as a city official or employee? If so, please provide the name of the official or employee, dates of service, and relationship to the official or employee.

N/A

- 1) 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:

Guadalupe P. Martinez

Date:

2/28/20

WARNING: THIS IS A GOVERNMENT DOCUMENT TEXAS PENAL CODE, SECTION 37.10 SPECIFIES PENALTIES FOR MAKING FALSE ENTRIES OR PROVIDING FALSE INFORMATION IN THIS DOCUMENT

Incomplete applications will not be processed for certification until all required documents shown in the above checklist are submitted within 30 days after the application is received.

You must apply for tax abatement before any building permits are issued for your property and before any improvements are made to your property. It takes 30-60 business days to complete the Tax Abatement Agreement approval process after the issuance of the NEZ Certification depending on the complexity of your project. All building permits must be pulled within the 12 month period that certification was approved, or within 12 month period that the tax abatement was approved or you will be required to re-apply for NEZ incentives.

II. Applicant/Agent Information

1. Applicant:

Guadalupe Martinez

2. Contact Person:

Rebecca E. Lopez

3. Address:

304 W Mayberry Laredo, TX 78041

Street

City

State

Zip

4. Phone Number:

956-324-6557

5. Fax No.:

6. E-Mail:

relidal@yahoo.com

7. Agent (if any):

8. Address: _____

Street

City

State

Zip

9. Phone No.: _____

10. Fax No.: _____

11. E-Mail: _____

PROJECT ELIGIBILITY

1. Please list down the addresses and legal descriptions of the project. Attach metes and bounds description if no address or legal description is available. Attach a map showing the location of the project.

Table 1 Property Ownership

Address (Project Location)	Zip Code	Subdivision Name	Lot No.	Block No.	Base Year Valuation	Tax Year
2904 Rosamond St	78040		718	1789		

2. For each property listed in Table 1, please check the boxes below to indicate if:

- ☐ There are taxes past due or;
☐ There are City liens; or
☐ You (meaning the applicant, developer, associates, agents, principals) have been subject to a Order of Demolition where the property was demolished within the last 5 years.

Table 2 Property Taxes and Liens

Address	Proper ty Taxes Due	Weed Liens	Board-up/Open Structure Liens	Demolit ion Liens	Paving Liens	Order of Demol ition
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(Please see attached sheets of paper as needed.)

If there are taxes due or liens against any property in the City of Laredo you may not be eligible for NEZ incentives.

3. Does the proposed project conform to the City of Laredo zoning? ☒ Yes ☐ No

If no, what steps are being taken to ensure compliance?

4. Project Type:	<input checked="" type="checkbox"/> Single Family	<input type="checkbox"/> Multi-Family	<input type="checkbox"/> Commercial	<input type="checkbox"/> Industrial	<input type="checkbox"/> Community Facilities	<input type="checkbox"/> Mixed-Use
------------------	---	---------------------------------------	-------------------------------------	-------------------------------------	---	------------------------------------

- ☐ Owner Occupied
☒ Rental Property

5. Please describe the proposed residential or commercial project and provide 11 x 17 drawing: House
was deemed substandard so house will be remodeled to bring
it up to code and improvements will be made.

6. If your project is commercial, industrial, or mixed-use project, please describe the types of business that is being proposed: N/A

7. Is this new construction or rehabilitation project? ☐ New Construction ☒ Rehabilitation

8. How much is the total development cost of your project? estimated cost is \$30,000⁰⁰ to
\$40,000⁰⁰

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? 958 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 Units	Percentage
	100%

12. For a commercial, industrial, or community facilities project, indicate square footage of non-residential space.

Commercial	Industrial	Community Facilities
N/A		

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
Re-wiring electrical		
Plumbing		
Re-coating		
Insulation		
TOTAL		

***Capital investment includes only real property improvements such as new facilities and structures, site improvements, facility expansion, and facility modernization. Capital Investment DOES NOT include land acquisition costs and/or any existing improvements, or personal property (such as machinery, equipment, and/or supplies or inventory).

14. For a mixed-use project, please indicate the percentage of all uses in the project in the following table.

Table 5 Percentages of uses in a Mixed Use Project

Type	Square Footage	Percentage
N/A		
TOTAL		

III. INCENTIVES - What incentives are you applying for?

Municipal Property Tax Abatements

- ☒ 5 years ☐ More than 5 years ☐ Apartments
☐ Residential Owner Occupied ☐ Residential Rental Property ☐ Commercial

Development Fee Waivers

- ☒ All building permit related fees (including Plans Review and Inspection)
☐ Plat application fee (including concept plan, preliminary plat, final plat, short form replat)
☐ Zoning application fee
☐ Board of Adjustment Application Fee
☐ Demolition Fee
☐ Structure Moving Fee
☐ Street Utility Easement vacation application fee

Impact Fee Waivers

- ☐ Water (Meter Size _____) (No. of meters _____) ☐ Transportation

Release of City Liens

- ☐ Weed Liens ☐ Paving Liens ☐ Board up-open structure Liens ☐ Demolition Liens

IV. ACKNOWLEDGMENTS

I hereby certify that the information provided is true and accurate to the best of my knowledge.

I understand that the approval of fee waivers and other incentives shall not be deemed to be approval of any aspect of the project and that the application must be ratified by the City Council. I understand that I am responsible in obtaining required permits and inspections from the City and in ensuring the project is located in the correct zoning district.

Guadalupe L. MARTINEZ Guadalupe L. Martinez 2/28/20
PRINTED OR TYPED NAME AUTHORIZED SIGNATURE DATE

Please email your application to:
Roland H. Lozano, Jr. at rlozano1@ci.laredo.tx.us
Building Development Services Department
 1120 San Bernardo, Laredo, Texas 78040
 P: 956.794.1625 F: 956.795.2998

Electronic version of this form is available on the City of Laredo website. For more information on the NEZ program, please visit our website at www.ciyooflaredo.com/building

For Office Use Only

Application No. _____ In which NEZ? _____ Council District _____

Application Completed Date: _____ Conform with Zoning? ☐ Yes ☐ No

Type: ☐ Single Family ☐ Multi-Family ☐ Commercial ☐ Industrial
☐ Community Facilities ☐ Mixed Use

Construction Completion Date: ☐ before NEZ ☐ after NEZ

Ownership/Site Control ☐ Yes ☐ No

WEEBCAD Account No. _____ Consistent with the NEZ plan? ☐ Yes ☐ No

Minimum Capital Investment? ☐ Yes ☐ No

Rehabilitation at or higher than 25%? ☐ Yes ☐ No Meet Mixed-Use Definition ☐ Yes ☐ No

Tax current on this property? ☐ Yes ☐ No City liens on this property? ☐ Yes ☐ No

Tax Current on other properties ☐ Yes ☐ No City liens other properties? ☐ Yes ☐ No

This Property

Other Properties

Weed Liens ☐ Yes ☐ No

☐ Yes ☐ No

Board-up/open structure liens ☐ Yes ☐ No

☐ Yes ☐ No

Demolition liens ☐ Yes ☐ No

☐ Yes ☐ No

Paving liens ☐ Yes ☐ No

☐ Yes ☐ No

Order of Demolition ☐ Yes ☐ No

☐ Yes ☐ No

Certified? ☐ Yes ☐ No

Date certification issued? _____

If not certified, reason _____

Referred to: _____ Received by _____

210408

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THE STATE OF TEXAS X

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WEBB X

THAT I, CELSO VIDAURRI, of the County of Webb and State of Texas, for and in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration, cash in hand paid by the Grantees herein named, the receipt of which is hereby acknowledged and the further consideration of EIGHT THOUSAND SIX HUNDRED (\$8,600.00) DOLLARS paid to the Grantor herein by LAREDO SAVINGS & LOAN ASSOCIATION at the instance and request of the Grantees herein, as evidenced by one certain promissory note of even date herewith executed and delivered by Grantees to Laredo Savings & Loan Association which note is in the original principal sum of Eight Thousand Six Hundred (\$8,600.00) Dollars payable to the order of Laredo Savings & Loan Association as therein provided and bearing interest at the rates therein expressed and providing for acceleration of maturity in the event of default and for attorney's fees, the payment of which is secured by a vendor's lien herein retained and is additionally secured by a deed of trust of even date herewith to Monte McDaniel, Trustee, has

GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto ALONZO MARTINEZ, JR. and wife, [REDACTED] of the County of Webb and State of Texas, all of the following described real property In Webb County, Texas, to-wit:

[REDACTED]
[REDACTED]
[REDACTED] (789), in the Eastern Division of the City of Laredo, Webb County, Texas, together with all improvements situated thereon.

This conveyance is made and accepted subject to all easements, restrictions, and rights-of-way affecting the use of the property herein conveyed, now of record in the County Clerk's office of Webb County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantees, their heirs and assigns forever; and I do hereby bind myself,

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my heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to taxes accruing after December 31, 1974, as 1975 taxes are to be prorated as of the date of this deed.

But it is expressly agreed that the vendor's lien as well as the superior title in and to the above described premises is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof when this deed shall become absolute.

Laredo Savings & Loan Association at the instance and request of the Grantees herein having advanced and paid in cash to the Grantor herein that portion of the purchase price of the herein described property as is evidenced by the hereinabove described \$8,600.00 note, the vendor's lien, together with the superior title to said property is retained herein for the benefit of Laredo Savings & Loan Association and the same is hereby transferred and assigned to

said Laredo Savings & Loan Association without recourse on Grantor and Laredo Savings & Loan Association, its successors and assigns shall have the right to release said vendor's lien upon payment of said note.

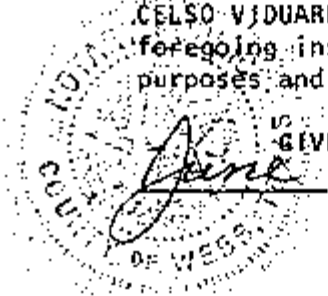
EXECUTED this 6th day of June, 1975.

Celso Viduarri
CELSO VIDUARRI

STATE OF TEXAS I

COUNTY OF WEBB I

BEFORE ME, the undersigned authority, on this day personally appeared CELSO VIDUARRI, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 6th day of June, 1975.

George J. Person
Notary Public, Webb County, Texas

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JUN 7 9 58 AM '75

FILED

Cost Breakdown

insulation	\$2,000.00
roofing	\$3,500.00
electrical	\$3,500.00
plumbing	\$5,000.00
labor	\$13,600.00
ac	\$4,100.00
building material	\$2,000.00
sheetrock	\$1,200.00
interior doors	\$1,200.00
exterior doors and windows	\$800.00
siding	\$1,500.00
floor, paint and fixtures	\$5,000.00
TOTAL	\$43,400.00

COL

CONSIDERATION FOR PROPOSED REMODEL

2,22,20

Property**Account**

Property ID:

180408

Geographic ID:

559-01789-071

Type:

Real

Property Use Code:

Property Use Description:

Legal Description:

W/1/3-7 & E1/3-S BLK 1789 ED

Zoning:

R-3

Agent Code:

Location

Address:

2904 ROSARIO ST

LAREDO, TX 78043

Neighborhood:

ED_MAP_80 / D-RES P RES

Neighborhood CD:

3080

Mapscn:

Map ID:

80

Owner

Name:

MARTINEZ GUADALUPE L

Mailing Address:

PO BOX 1746

LAREDO, TX 78044-1746

Owner ID:

102701

% Ownership:

100.000000000000%

Exemptions:

HS, OTHER

CONSIDERATION FOR PROPOSED REMODEL SITE PLAN

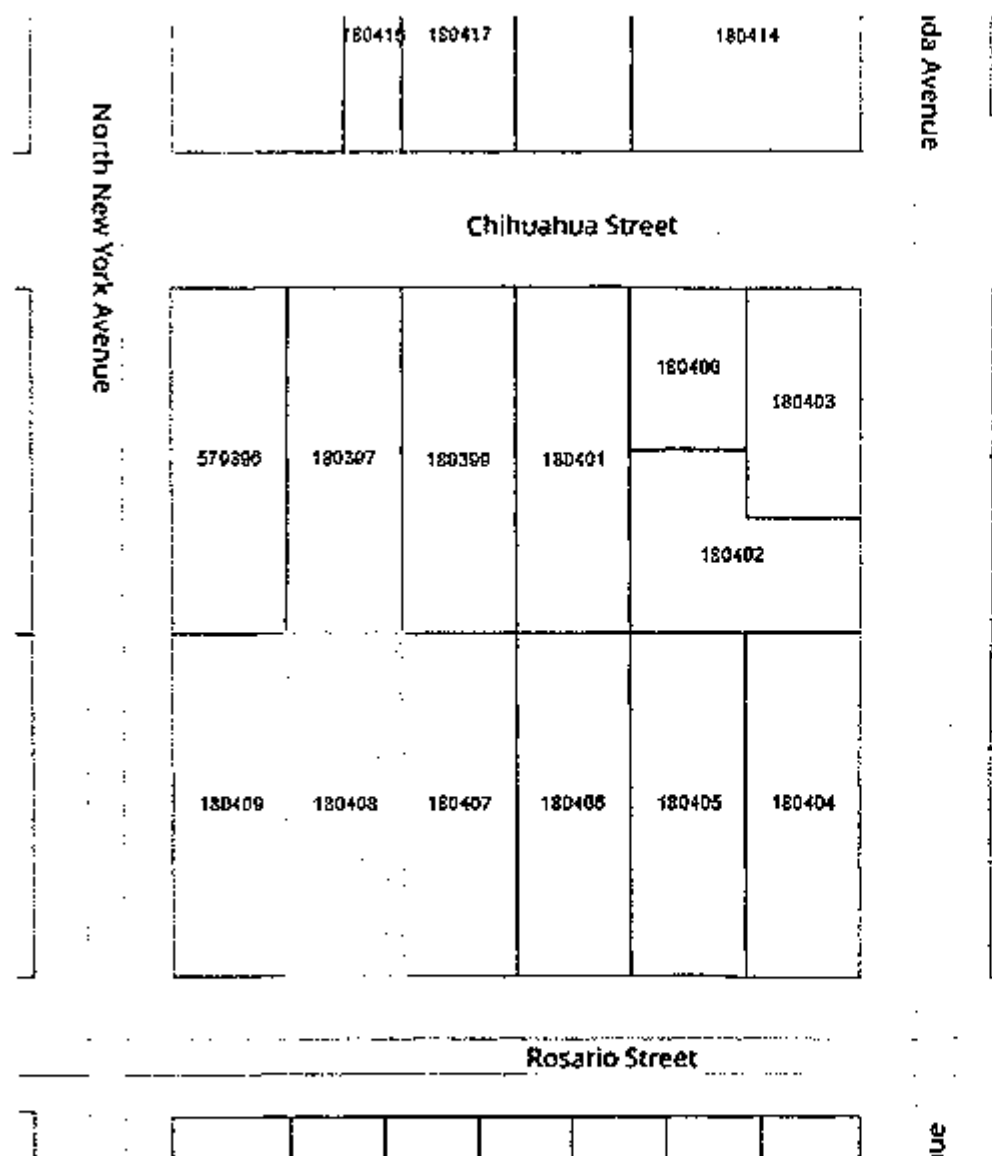







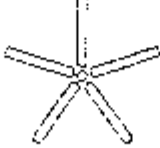


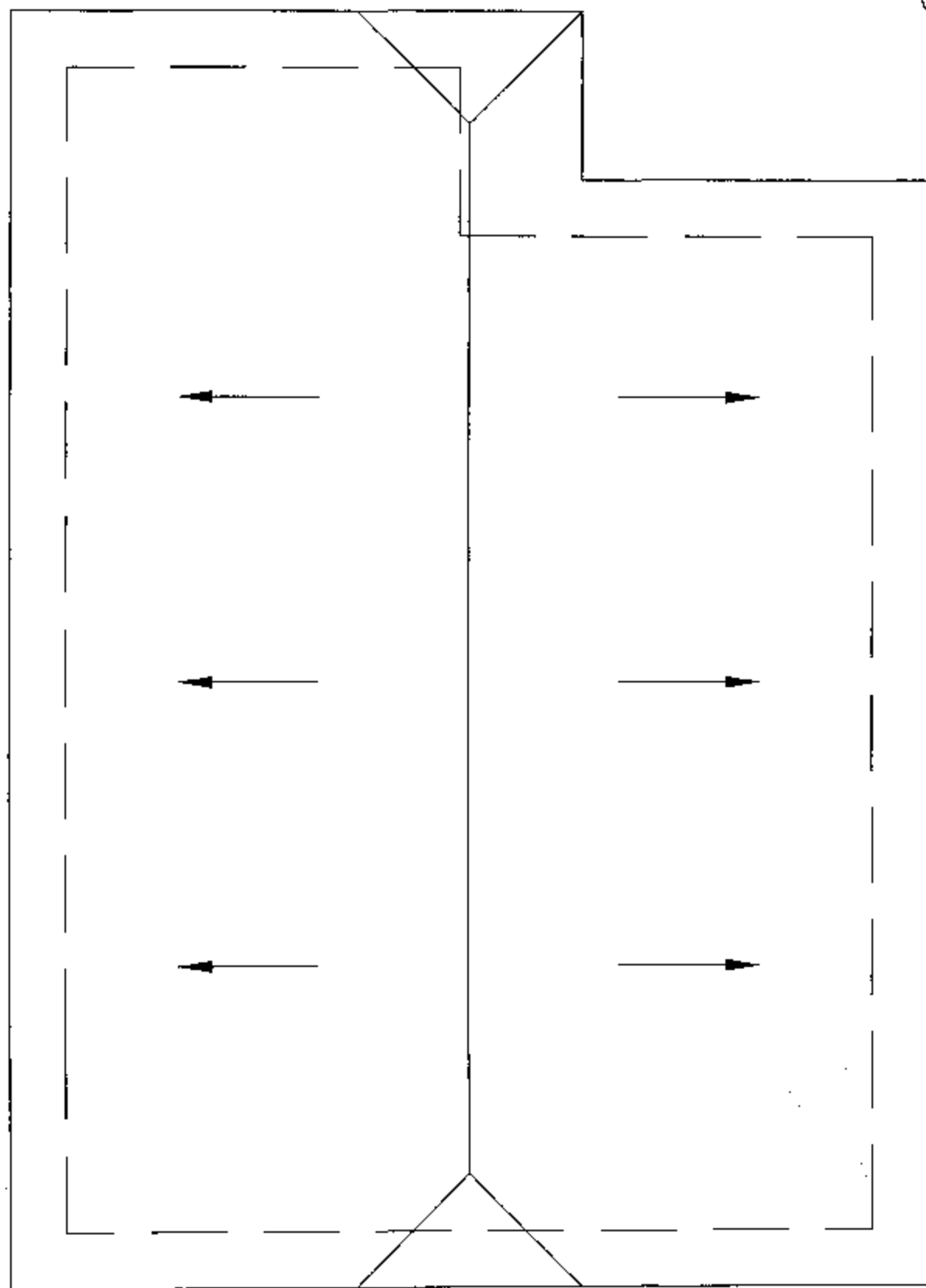
TABLA D' SIMBOLOS

	EXTRACTOR
	TELEVISION
S	SWITCH
	FOCO D' LUZ
	PLUG TELEFONO
	PLUG 110
	PLUG 220
	DETECTOR DE HUMO C/ PLUG
	AVANICO

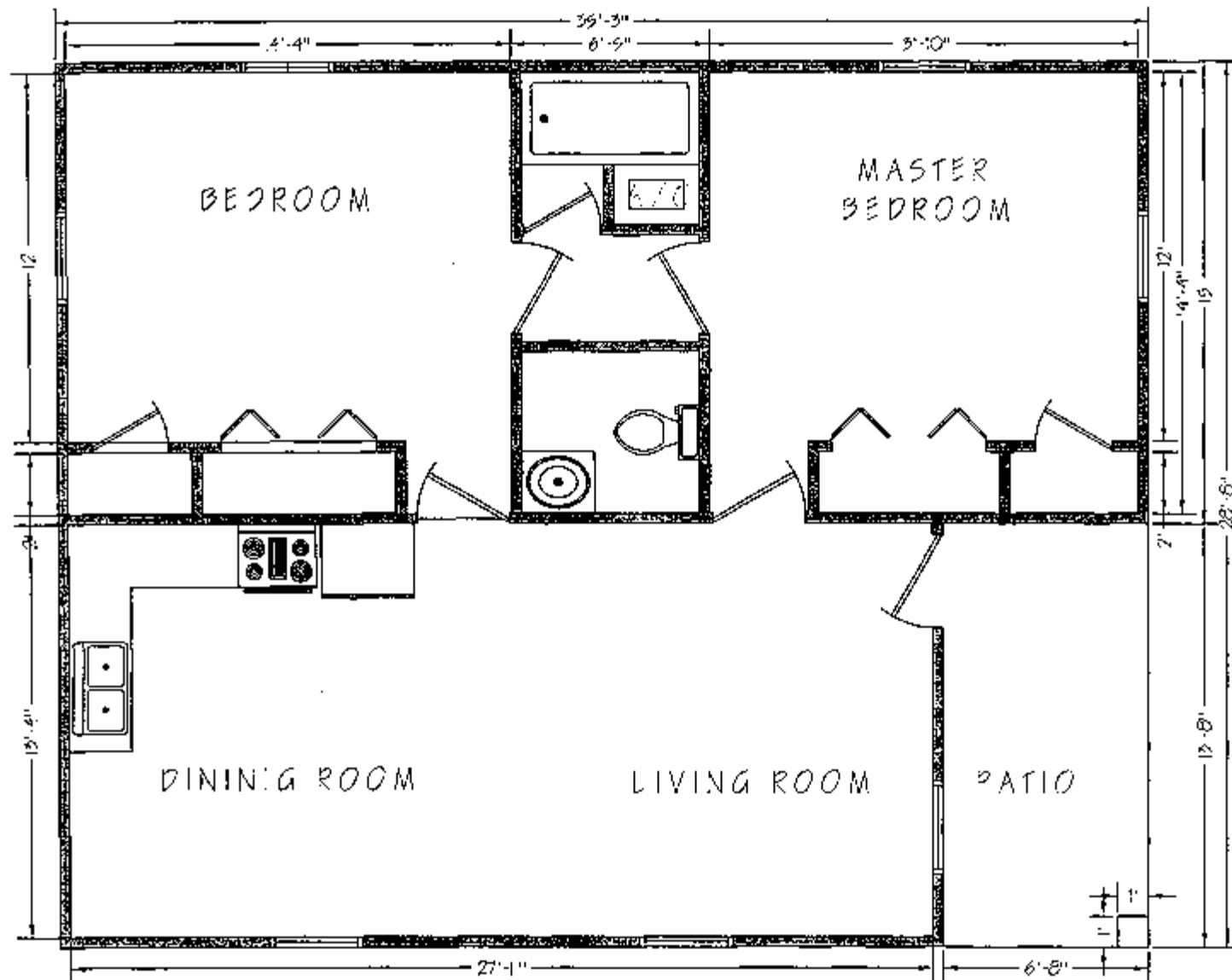
PLANO ELECTRICO

ESCALA:

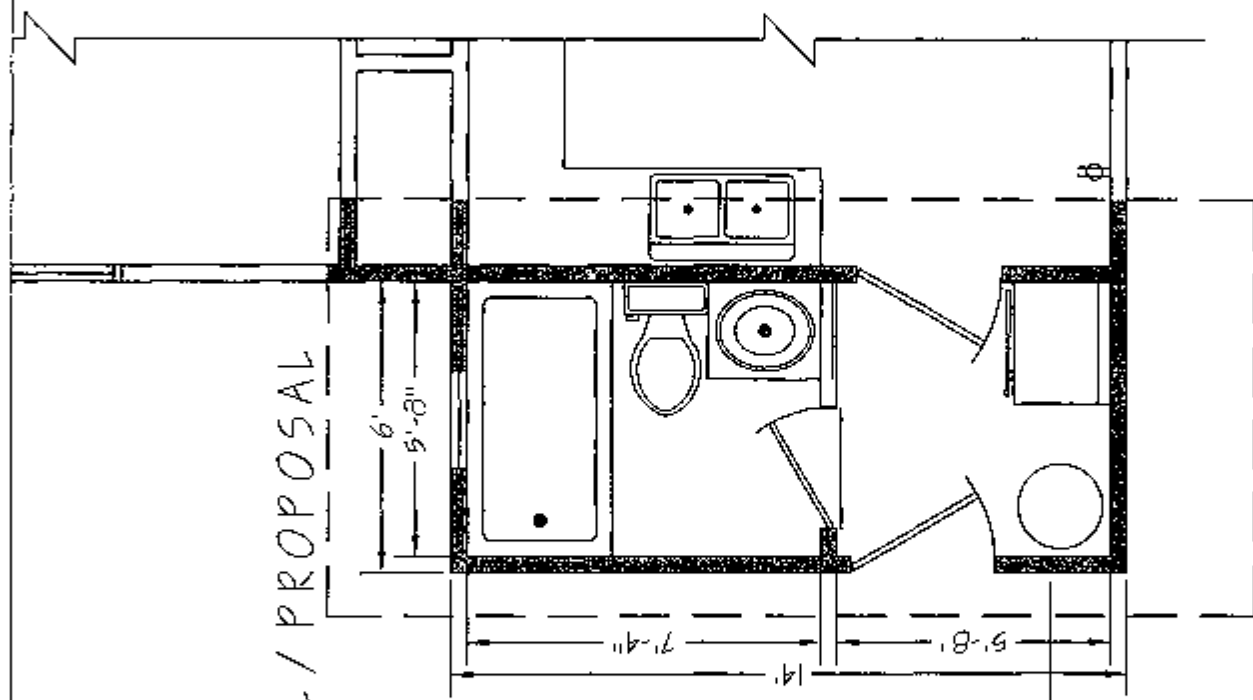
1/8" = 1'-0"



1. ROOF PLAN

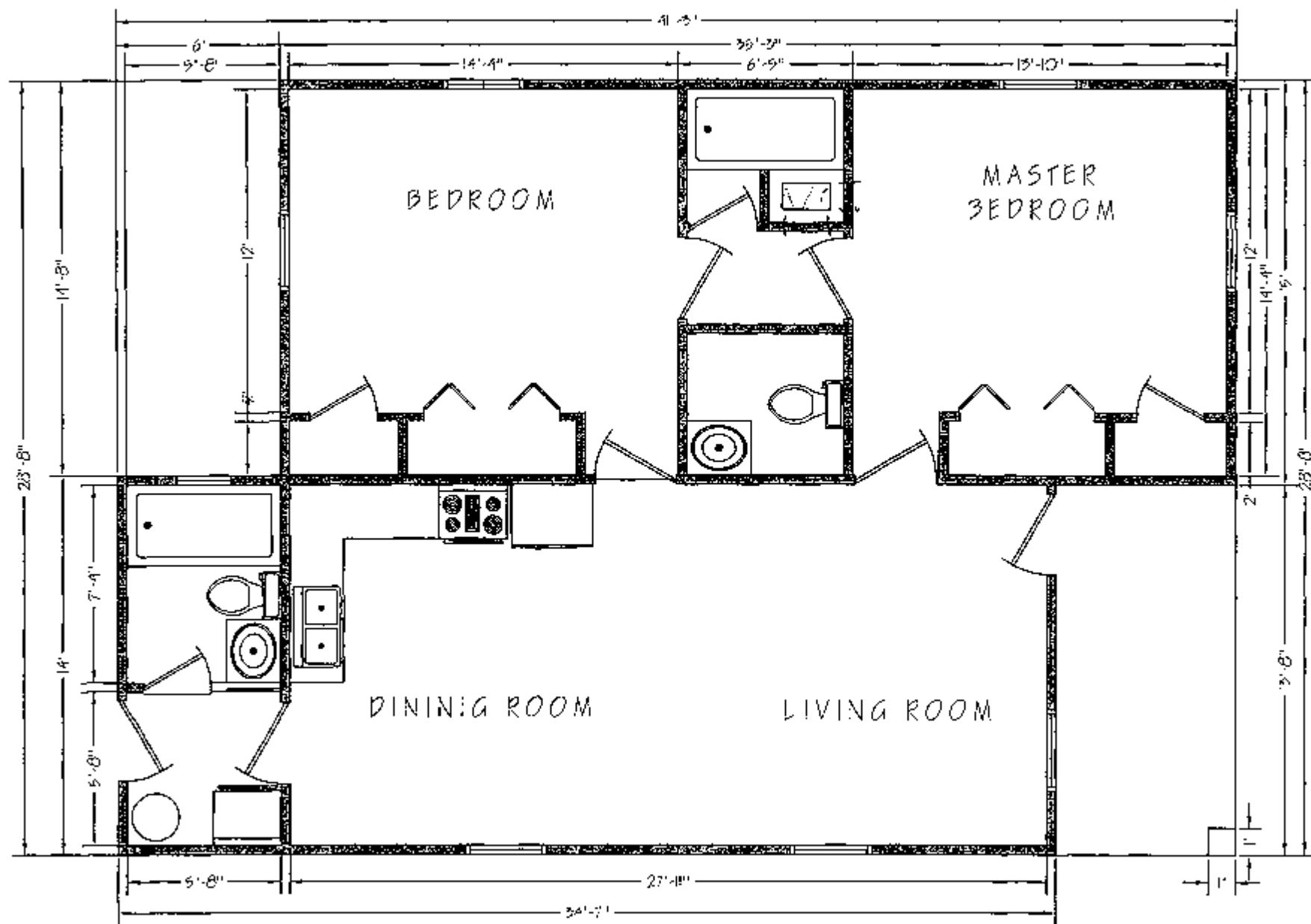


2. EXISTING

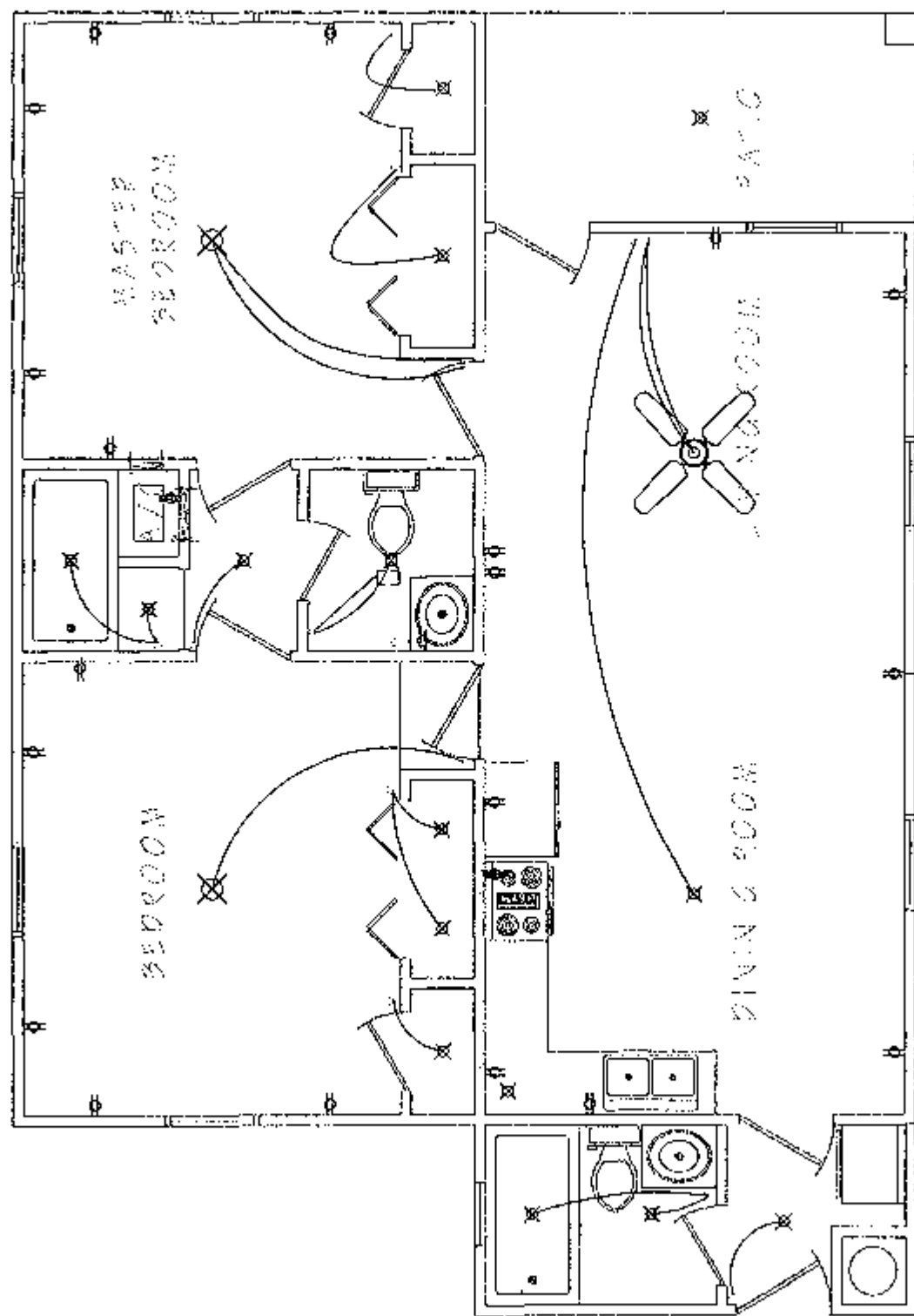


REMODEL / PROPOSAL

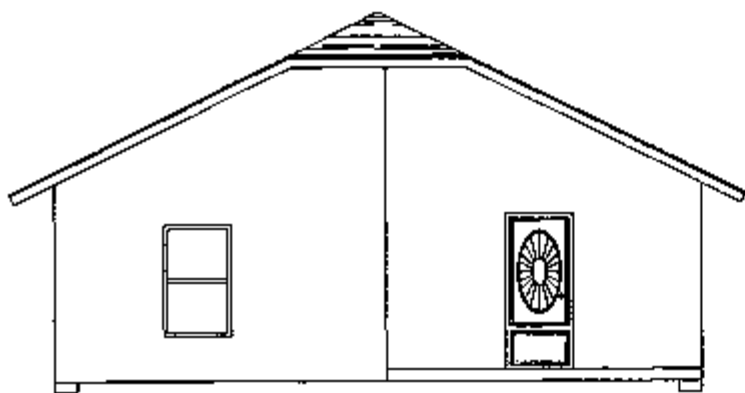
3. REMODEL



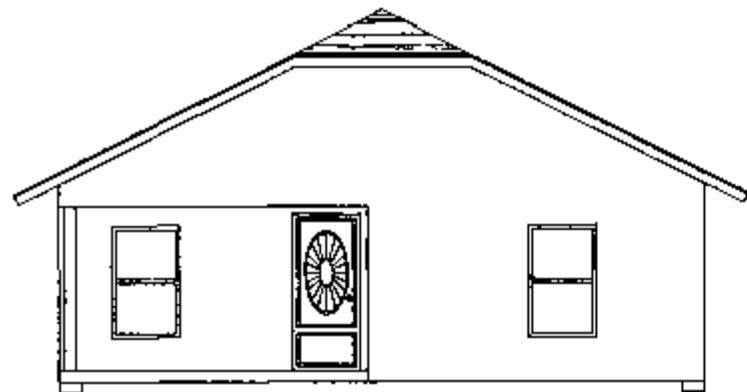
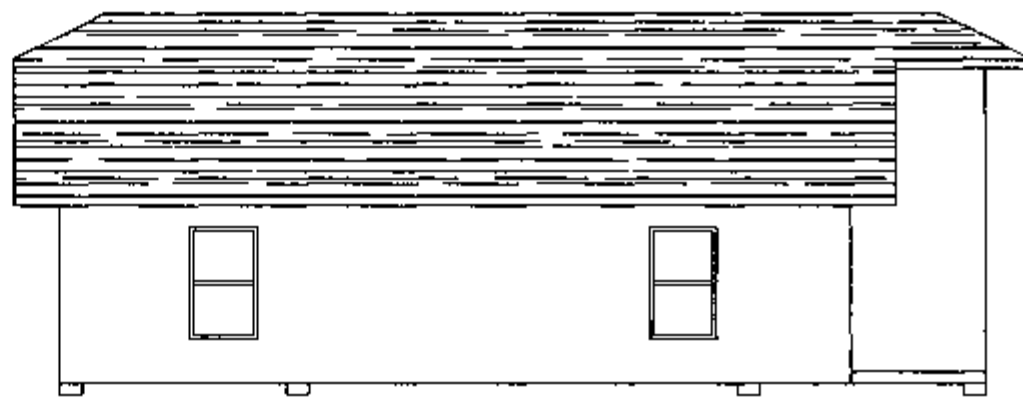
4. EXISTING/REMODEL



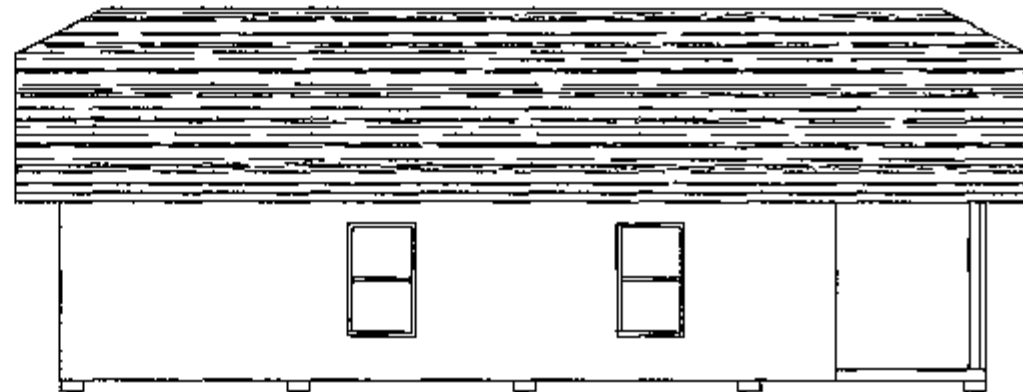
5. ELECTRICAL



BACK VIEW

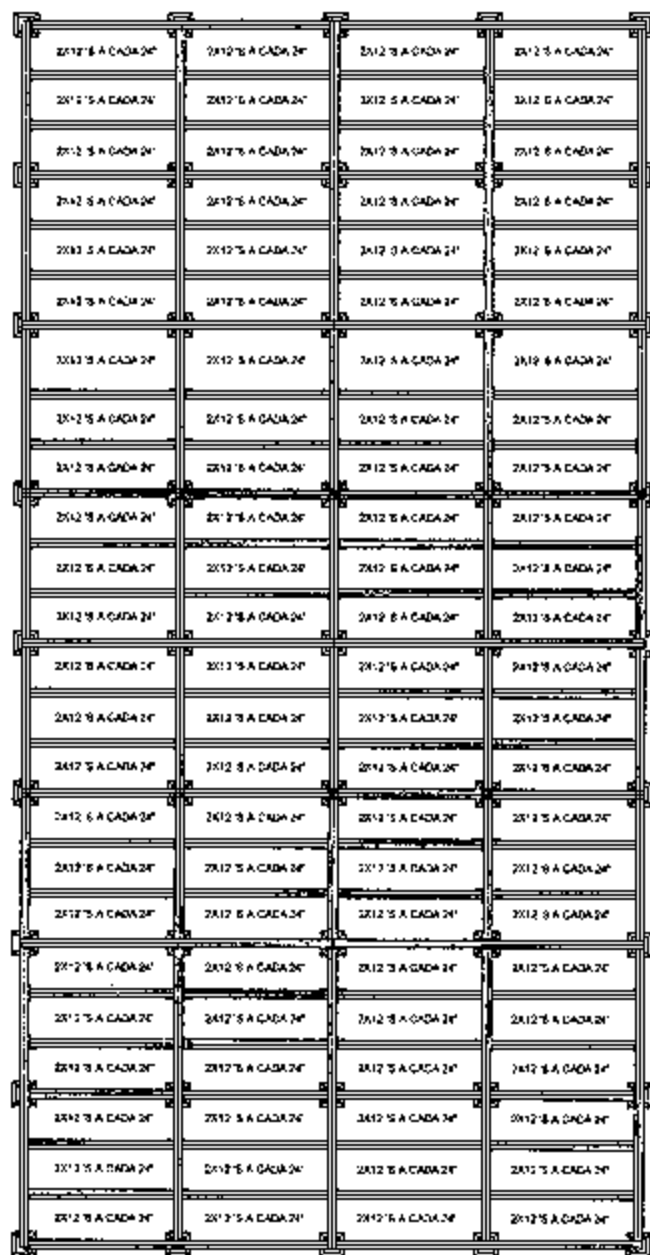


FRONT VIEW



WEST SIDE VIEW

6. ELEVATIONS



9-50 DE 8-1/2" DIAMETRO A CADA 24"
A DISTANCIA DE 10" ENTRE SI Y DE
UNA PARED DE CONCRETO

PLATAFORMA DE FUNDACION

ESCALA:

1/8" = 1'-0"



Webb CAD

COL

Property Search > 180408 MARTINEZ GUADALUPE L for Year 2019 Tax Year: 2019

Property

Account

Property ID: 180408 Legal Description: W1/3 7 & E1/3-B BLK 1789 ED
Geographic ID: 555-01789-071 Zoning: R-3
Type: Real Agent Code:
Property Use Code:
Property Use Description:

Location

Address: 2906 ROSARIO ST Mapscat:
LAREDO, TX 78043
Neighborhood: ED_MAP_80 / D-RFS P-RES Map ID: 80
Neighborhood CD: 3080

Owner

Name: MARTINEZ GUADALUPE L Owner ID: 102701
Mailing Address: PO BOX 1746 % Ownership: 100.000000000000%
LAREDO, TX 78044-1746
Exemptions: HS, QTI/ER

Values

(-) Improvement Homesite Value:	-	\$19,520	
(*) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	-	\$35,920	
(+) Land Non-Homesite Value:	+	\$0	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(*) Timber Market Valuation:	+	\$0	\$0
<hr/>			
(-) Market Value:	=	\$55,440	
(-) Ag or Timber Use Value Reduction:	-	\$0	
<hr/>			
(=) Appraised Value:	=	\$55,440	
(-) H/S Cap:	-	\$1,474	
<hr/>			
(=) Assessed Value:	=	\$53,966	

Taxing Jurisdiction

Owner: MARTINEZ GUADALUPE L
% Ownership: 100.000000000000%
Total Value: \$55,440

350.50

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax	Tax Ceiling
C1	CITY OF LAREDO	0.034000	\$55,440	\$23,966	\$50.20	\$50.20
CAD	WEBB COUNTY APPRAISAL DISTRICT	0.000000	\$55,440	\$53,966	\$0.00	
G3	WEBB COUNTY	0.412000	\$55,440	\$3,966	\$0.00	\$0.00
J2	LAREDO COLLEGE	0.328643	\$55,440	\$23,966	\$27.54	\$27.54
S1	LAREDO ISD	1.396500	\$55,440	\$13,422	\$0.00	\$0.00
Total Tax Rate:		2.771143				

Taxes w/Current Exemptions: \$77.74
Taxes w/o Exemptions: \$1,536.32

Improvement / Building

Improvement #1: RESIDENTIAL State Code: A1 Living Area: 882.0 sqft Value: \$19,520

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	VLOW		1799	882.0
OP	OPEN PORCH	VLOW		1799	98.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	E_REG4	EASTERN DIVISION	0.0737	3212.00	23.10	138.80	\$17,960	\$0
2	E_REG4	EASTERN DIVISION	0.0737	3212.00	23.10	138.80	\$17,960	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2020	N/A	N/A	N/A	N/A	N/A	N/A
2019	\$19,520	\$35,920	0	55,440	\$1,474	\$53,066
2018	\$18,230	\$35,920	0	54,150	\$5,090	\$49,060
2017	\$15,880	\$28,720	0	44,600	\$0	\$44,600
2016	\$12,620	\$28,720	0	41,340	\$0	\$41,340
2015	\$11,970	\$28,720	0	40,690	\$0	\$40,690
2014	\$11,970	\$28,720	0	40,690	\$0	\$40,690
2013	\$11,970	\$28,720	0	40,690	\$0	\$40,690
2012	\$13,010	\$28,720	0	41,730	\$0	\$41,730
2011	\$13,400	\$28,720	0	42,120	\$0	\$42,120

Deed History - (Last 10 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	1/4/1992	OT	Other	MARTINEZ ALONZO JR & WIFE	MARTINEZ GUADALUPE L	5	317	462271

Tax Due

Property Tax Information as of 07/26/2020

Amount Due / Escrow: \$0.00

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due
------	---------------------	---------------	----------	-----------------	--------------	-------------------------------	---------------	------------

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (956) 718-4091

PROPERTY 180408	OWNER ID 102701	ACRES: .0000	Map ID 80	UTILITIES CITY-FULL	LAST APPR. 0MONTES	100%	IMPROVEMENTS	19,100
Legal Description W1/3-7 & E1/3-8 BLK 1789 ED	OWNERSHIP 100.00%	EFF. ACRES: .0000		LAST APPR. YR 2020	LAST INSP. DATE 11/15/2019	100%	LAND MARKET	35,920
		APPR VAL METHOD: Cost		NEXT INSP. DATE		100%	MARKET VALUE	55,020
		SKETCH for Improvement #1 (RESIDENTIAL)				100%	PRODUCTIVITY LOSS	0
							APPRAISED VALUE	55,020
							HS CAP LOSS	0
							ASSESSED VALUE	55,020
							EXEMPTIONS	
							HS OM65	
							OVER 65	

Ref ID: R13686
559-01789-071

SITUS 2904 ROSARIO ST. LAREDO, TX 78043

GENERAL

UTILITIES CITY-FULL
TOPOGRAPHY 0MONTES
ROAD ACCESS IMPROVED
ZONING R-3
BUILDER
NEXT REASON
REMARKS Quad: Q8 Zone: R3

BUILDING PERMITS

ISSUE DT PERMIT TYPE PERMIT AREA ST PERMIT VAL

SALE DT PRICE GRANTOR DEED INFO
01/04/1992 MARTINEZ ALONZO OT / S / 317

SUBJ: S5560 100.00% NEHD: 3080 95.00%

IF TYPE DESCRIPTION MTHO CLASS SUBCL AREA UNIT PRICE UNITS BUILT EFF YR COND. VALUE DEPR PHYS ECON FUNC COMP ADJ ADJ VALUE
MA MAIN AREA R VLOW/ 882.0 1799 1928 AVG 43,690 45% 100% 100% 100% 0.45 19,690
OP OPEN PORCH R VLOW/ 98.0 1799 1928 AVG 970 45% 100% 100% 100% 0.45 440
1. RESIDENTIAL STCD: A1 980.0 Homestead: Y (100%) 44,660 20,100

IMPROVEMENT INFORMATION

FOUNDATION Masctry, Pier
EXTERIOR WALL 1 Wood
ROOF COVERING Composition Shingles
ROOF STYLE 1 Gable

IMPROVEMENT FEATURES

FOUNDATION Masctry, Pier
EXTERIOR WALL 1 Wood
ROOF COVERING Composition Shingles
ROOF STYLE 1 Gable

SUBJ: S5560 100.00% NEHD: 3080

IF DESCRIPTION CLS TABLE QUADS QUADS
1. EASTERN DIVISION Q33 QUADS
2. EASTERN DIVISION Q33 QUADS

LAND INFORMATION

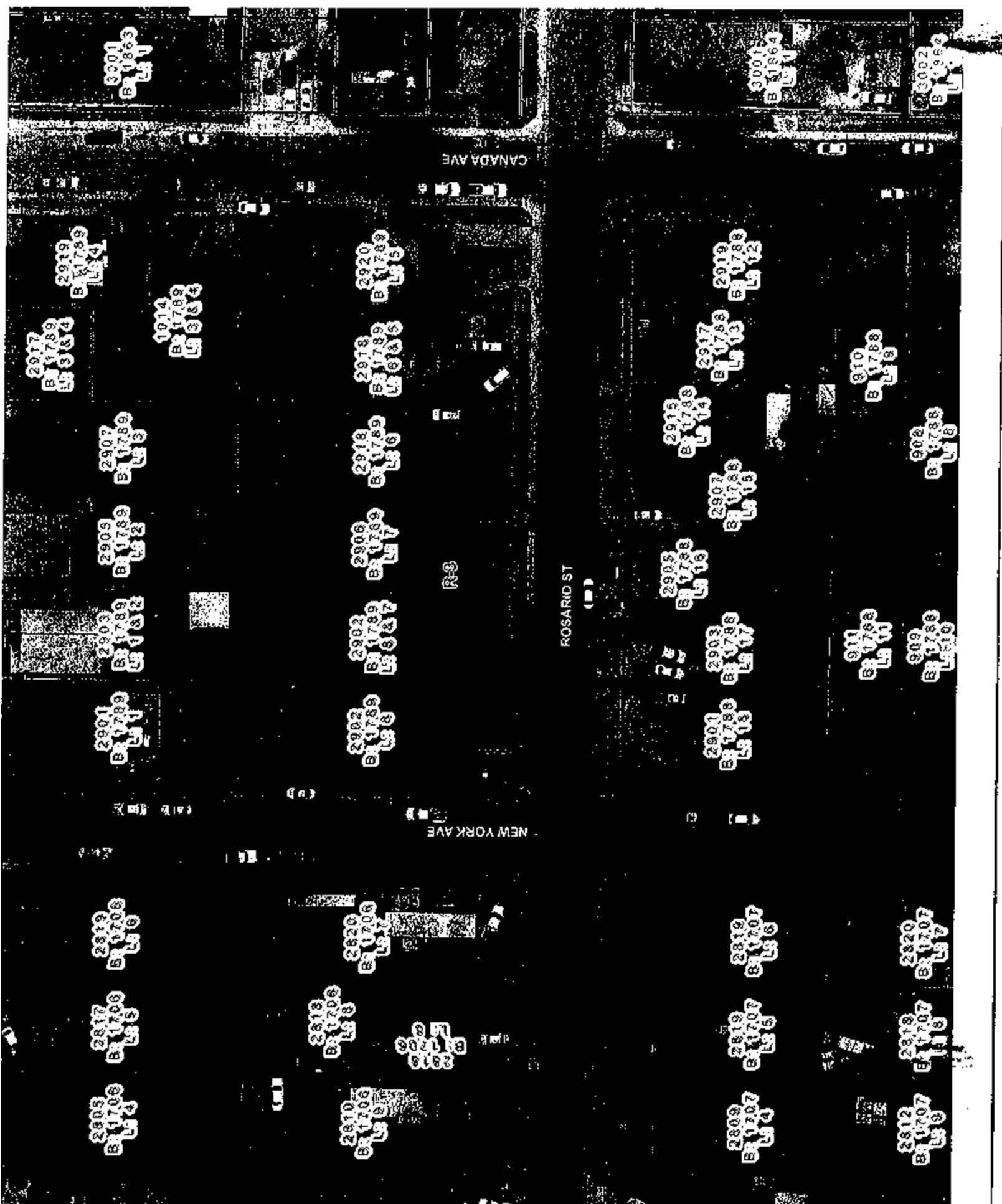
DIMENSIONS 3,212.00 SQ
LIMIT PRICE 5.59
GROSS VALUE 17,960 1.00
ADJ MASS ADJ VAL SRC 1.00 A
1.00 A

BFR Across: 0

MKT VAL AG APPLY AG CLASS AG TABLE AG UNIT PRG AG VALUE
17,960 17,960 0.00 0.00 0

On Wells: 0

AG CLASS AG TABLE AG UNIT PRG AG VALUE
0.00 0.00 0



RESOLUTION NO. 2020-R-054

AUTHORIZING AND APPROVING A FEE WAIVER AND A TAX ABATEMENT AGREEMENT BETWEEN THE CITY OF LAREDO AND GUADALUPE L. MARTINEZ FOR A PROPOSED PROJECT LOCATED AT 2904 ROSARIO STREET, THE WEST ONE THIRD OF LOT 7 AND THE EAST ONE THIRD OF LOT 8; BLOCK 1789; EASTERN DIVISION THAT CONSISTS OF COMPLETE REHABILITATION, IN ACCORDANCE WITH AUTHORIZED GUIDELINES AND CRITERIA ESTABLISHED FOR THE NEIGHBORHOOD EMPOWERMENT ZONE (NEZ). THIS AGREEMENT WILL BE FOR A FIVE (5) YEAR PERIOD AND WILL ABATE TAXES ON NEW IMPROVEMENTS FOR THE PURPOSE OF ECONOMIC DEVELOPMENT. THE PROJECT HAS AN ESTIMATED CAPITAL INVESTMENT TOTAL OF \$43,400.00, ESTIMATED ANNUAL TAX ABATEMENT TOTAL OF \$576.45 AND ESTIMATED TOTAL FEE WAIVERS OF \$1,492.00. GUIDELINES AND CRITERIA FOR THE AGREEMENT ARE SET FORTH IN THE ATTACHED AGREEMENT AND INFORMATION.

WHEREAS, the City of Laredo has previously approved Resolution No. 2017-R-046, creating the Neighborhood Empowerment Zone (NEZ) which outlined potential incentives for projects located within the NEZ and the guidelines for approval process.

WHEREAS, GUADALUPE L. MARTINEZ is proposing a project located at 2904 ROSARIO STREET, THE WEST ONE THIRD OF LOT 7 AND THE EAST ONE THIRD OF LOT 8; BLOCK 1789; EASTERN DIVISION, located within the NEZ District 2, 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 2904 ROSARIO STREET is hereby approved for fee waivers which will approximately total \$1,492.00 and tax abatement which will approximately total \$576.45 annually, in accordance with authorized guidelines and criteria established for the Neighborhood Empowerment Zone.

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

BY: _____

PETE SAENZ, JR

MAYOR

ATTEST:

JOSE A. VALDEZ, JR
CITY SECRETARY

APPROVED AS TO FORM:

BY: KRISTINA LAUREL HALE
CITY ATTORNEY

**TAX ABATEMENT AND INCENTIVE AGREEMENT
FOR PROPERTY IN A NEIGHBORHOOD EMPOWERMENT ZONE**

This Agreement is made and entered into by and between GUADALUPE L. MARTINEZ, duly authorized to transact business in Texas, and the City of Laredo, a Municipal Corporation and a home-rule city in Webb County, Texas, (the "City"), pursuant to the authority of Chapters 318 and 378 of the Texas Local Government Code, and shall be effective when duly executed by signature of the authorized representative for each party hereto.

RECITALS

WHEREAS, the City of Laredo pursuant to the provisions of Chapters 312 and 378 of the Local Government Code of the State of Texas, known as the "Neighborhood Empowerment Zone," has designated an area as an empowerment zone, thereby making the area eligible as a reinvestment zone for tax abatement under Section 312.002 of the Tax Code; and other incentives;

WHEREAS, GUADALUPE L. MARTINEZ is the owner of the land located within said Neighborhood Empowerment Zone and described as 2904 ROSARIO STREET, ("Property") which exhibit is incorporated herein by reference for all purposes; and

WHEREAS, the City desires to promote and encourage the development of the community and the expansion and growth of the Property;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the City and GUADALUPE L. MARTINEZ have this day entered into the following contract and agreement:

I. TERM

This agreement shall be for a period of five (5) years becoming effective on January 1st of the year following the year in which a Certificate of Occupancy is issued.

II. OWNER COVENANTS

A. Project

GUADALUPE L. MARTINEZ shall cause to be rehabilitation a new project located at 2904 ROSARIO STREET, THE WEST ONE THIRD OF LOT 7 AND THE EAST ONE THIRD OF LOT 8; BLOCK 1789; EASTERN DIVISION, that consists of a COMPLETE REHABILITATION with an estimated value of at least \$43,400.00. GUADALUPE L. MARTINEZ agrees to limit the use of the property described herein for said residential development use as that term is defined in the Zoning Ordinance of the City of Laredo.

B. Completion Date

GUADALUPE L. MARTINEZ certifies that the residential project construction will be completed within one year from issuance and receipt of the building permit, unless delayed because of force majeure, in which case the one year shall be extended by the number of days comprising the specific force majeure. For purposes of this Agreement, force majeure shall mean an event beyond GUADALUPE L. MARTINEZ's reasonable control as determined by the City of Laredo in its sole discretion, which shall not be unreasonably withheld, including, without limitation, delays caused by adverse weather, delays in receipt of any required permits or approvals from any governmental authority, acts of God, or fires. Force majeure shall not include construction delays

caused due to purely financial matters, such as, without limitation, delays in obtaining of adequate financing.

C. Use of Property

GUADALUPE L. MARTINEZ covenants that the project shall be rehabilitation in a manner that is consistent with the general purposes of encouraging development or redevelopment in the Zone and the Property shall be continuously used as a residential development.

III. TAX ABATEMENT

Subject to and in accordance with this Agreement, the City hereby grants to GUADALUPE L. MARTINEZ a real property tax abatement of City of Laredo imposed taxes on the Property for a period of five (5) years. The total estimated amount of the Abatement granted under this Agreement shall be approximately **\$2,882.25**. The total certified Base Value for year 2019 as determined by the Webb County Appraisal District is \$55,440.00

IV. WAIVER OF PERMIT FEES

Subject to and in accordance with this Agreement, the City hereby agrees to waive all fees associated with acquiring the necessary building permit, plan review, plumbing permit, electrical permit, mechanical permit, fire inspection, right of way permit, water permit and sprinkler system permit for development of the property. The estimated amount of permit fees to be waived is approximately **\$1,492.00**.

V. RECORDS, AUDITS AND EVALUATION OF REQUIRED IMPROVEMENTS

A. Inspection of Property

Between the execution date of this Agreement and the last day of the Term, at any time during normal office hours throughout the Term and the year following the Term and following reasonable notice to GUADALUPE L. MARTINEZ the City shall have and GUADALUPE L. MARTINEZ shall provide access to the Property in order for the City to inspect the Property and evaluate the required improvements to ensure compliance with the terms and conditions of this Agreement. GUADALUPE L. MARTINEZ shall cooperate fully with the City during any such inspection and/or evaluation.

B. Certification

GUADALUPE L. MARTINEZ shall certify annually to the City that it is in compliance with each applicable tem of this Agreement. The City shall have the right to audit the Property. GUADALUPE L. MARTINEZ shall make all applicable records available to the City following reasonable advance notice by the City and shall otherwise cooperate fully with the City during any audit.

VI. DEFAULT AND RECAPTURE

GUADALUPE L. MARTINEZ shall be in default of this Agreement if GUADALUPE L. MARTINEZ 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 GUADALUPE L. MARTINEZ is false or misleading in any material aspect. Termination of this Agreement may be effected if default is not cured within sixty (60) days after written notice by the City to GUADALUPE L. MARTINEZ. If the City

terminates this Agreement as a result of default by GUADALUPE L. MARTINEZ, 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 GUADALUPE L. MARTINEZ, and GUADALUPE L. MARTINEZ 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 GUADALUPE L. MARTINEZ fails to timely pay the bill. Nothing in this Agreement shall preclude GUADALUPE L. MARTINEZ from disputing the bill.

VII. TERMINATION AT WILL

If the City and GUADALUPE L. MARTINEZ 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 GUADALUPE L. MARTINEZ may terminate this Agreement in writing signed by both parties. In this event, if the Term has commenced, the Term shall expire as of the effective date of the termination of this Agreement; there shall be no recapture of any taxes previously abated or fees waived; and neither party shall have any further rights or obligations hereunder.

VIII. VENUE AND JURISDICTION

This Agreement shall be construed in accordance with the laws of the State of Texas and applicable ordinances, rules, regulations or policies of the City of Laredo. Venue for any action under this Agreement shall lie in the State District Court of Webb County, Texas. This Agreement is performable in Webb County, Texas.

IX. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

X. BINDING EFFECT

This agreement shall insure to the benefit of and be binding upon the City and GUADALUPE L. MARTINEZ and their affiliated, subsidiaries, successors and assigns.

Executed this the day of _____, 2020, by City of Laredo.

BY: _____

Robert A. Eads, City Manager

ATTEST:

JOSE A. VALDEZ, JR

City Secretary

APPROVED AS TO FORM:

Kristina Laurel Hale

City Attorney

Executed this the day of _____, 2020, by GUADALUPE L. MARTINEZ

BY: _____

Name: Guadalupe L. Martinez

Title: Property Owner

BY: _____

Name: _____

Title: _____

City Council-Regular

Meeting Date: 04/06/2020

Staff Source: Kristina L. Hale, City Attorney

SUBJECT

2020-R-047 A resolution by the City of Laredo, Texas suspending the May 4, 2020 effective date of the proposal by CenterPoint Energy Resources Corp., D/B/A CenterPoint Energy Entex and CenterPoint Energy Texas Gas – South Texas division to implement interim grip rate adjustments for gas utility investment in 2019 and requiring delivery of this resolution to the company and legal counsel.

VENDOR INFORMATION FOR COMMITTEE AGENDA

Pending Information

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

Pending Information

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends for council to approve resolution

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

N/A

Attachments

RESOLUTION NO. 2020-R-047

A RESOLUTION BY THE CITY OF LAREDO, TEXAS SUSPENDING THE MAY 4, 2020 EFFECTIVE DATE OF THE PROPOSAL BY CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS – SOUTH TEXAS DIVISION TO IMPLEMENT INTERIM GRIP RATE ADJUSTMENTS FOR GAS UTILITY INVESTMENT IN 2019 AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Laredo, Texas (“City”) is a gas utility customer of CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy South Texas Division, (“CenterPoint” or “the Company”) and a regulatory authority with an interest in the rates and charges of CenterPoint; and

WHEREAS, CenterPoint made filings with the City and the Railroad Commission of Texas (“Railroad Commission”) in March 2020, proposing to implement interim rate adjustments (“GRIP Rate Increases”) pursuant to Texas Utilities Code § 104.301 on all customers served by CenterPoint, effective May 4, 2020; and

WHEREAS, it is incumbent upon the City, as a regulatory authority, to examine the GRIP Rate Increases to determine its compliance with the Texas Utilities Code.

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

1. The May 4, 2020, effective date of the GRIP Rate Increases proposed by CenterPoint is hereby suspended for the maximum period allowed by Texas Utilities Code § 104.301(a) to permit adequate time to review the proposed increases, analyze all necessary information, and take appropriate action related to the proposed increases.

2. A copy of this Resolution shall be sent to CenterPoint, care of Keith L. Wall. at 1111 Louisiana Street, CNP Tower 19th Floor, Houston, Texas 77002 and to Thomas Brocato,

legal counsel to the City, at Lloyd Gosselink, 816 Congress Ave., Suite 1900, Austin, Texas 78701.

Signed this _____ day of _____, 2020.

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.
CITY SECRETARY

APPROVED AS TO FORM:

KRISTINA L. HALE
CITY ATTORNEY

City Council-Regular

Meeting Date: 04/06/2020

Staff Source: Kristina L. Hale, City Attorney

SUBJECT

Authorizing the City Manager to enter into and execute a Memorandum of Understanding, attached hereto as Exhibit A, between U.S. Customs and Border Protection and the City of Laredo for the purpose of establishing a mutual agreement governing the respective responsibilities of the Parties for the construction of the Laredo Downtown Bulkhead.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

None.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

That this motion be passed.

Attachments

MOU between USCBP v. COL

MEMORANDUM OF UNDERSTANDING
BETWEEN
U.S. CUSTOMS AND BORDER PROTECTION
AND
THE CITY OF LAREDO
FOR
THE LAREDO DOWNTOWN BULKHEAD

PURPOSE:

This Memorandum of Understanding (MOU) is entered into by and between U.S. Customs and Border Protection (CBP) and the City of Laredo (The City) (collectively “the Parties”) for the purpose of establishing a mutual agreement governing the respective responsibilities of the Parties for the construction of the Laredo Downtown Bulkhead (Bulkhead), as described in Article 1 below.

SCOPE:

The Bulkhead will consist of a concrete retaining wall, not to exceed 18-ft in height, mass excavation on the river side of the concrete retaining wall and a dirt promenade on the land side of the concrete retaining wall. The upstream end of the Bulkhead will begin at approximately Santa Cleotilde Avenue and extend downstream to the downstream edge of the CBP Port of Entry #2 bridge (Project Area). The alignment of the Bulkhead will generally run parallel to that of the Rio Grande River and will be offset inland from the river based on CBP’s Hydrology & Hydraulic Analysis. The Bulkhead will transition to a 30-ft bollard wall system with anti-climb panels at the upstream and downstream terminus of the Bulkhead (See Exhibit A attached).

The concrete retaining wall will include an enforcement zone and associated infrastructure consisting of up to an 18-ft tall concrete retaining wall, a pedestrian railing, manual and mechanically operated gates, flood gates, patrol and maintenance all-weather road, lights and required technology which may vary based on given threats. Locations of all gates will be determined during the design process and based on the final Hydrology & Hydraulic Analysis. As a part of the project, CBP will place, compact, and hydro-seed the dirt promenade. No irrigation system(s) will be installed by CBP as a part of this project.

This project could include the removal of minor structures and obstructions within the determined alignment of the Bulkhead, vegetation clearing and drainage improvements. Relocation of any City owned utilities encountered within the alignment will be coordinated with the City.

RESPONSIBILITIES OF THE PARTIES:

A. Responsibilities of CBP

FOR OFFICIAL USE ONLY

- CBP will be responsible for the funding and construction of the Bulkhead.
- CBP with the assistance of the U.S. Army Corps of Engineers (USACE) will conduct all necessary real estate, design, and environmental surveys of the lands needed for the project.
- CBP with the assistance of USACE will conduct a fair market appraisal of the lands needed for the project. Upon appraisal of all lands needed, CBP will present an offer to sale to the City.
- CBP will be responsible for maintaining the concrete retaining wall, maintenance road, patrol road, lighting and associated gates.
- CBP agrees to continue ongoing communication with the City regarding any infrastructure that might be impacted by construction of the concrete retaining wall.
- CBP will continue to communicate with the City throughout the design and construction of the project, including review of all design phase submittals.

B. Responsibilities of the City of Laredo

- The City will sign a Right of Entry for Construction (ROE-C) for the area on the river side and land side of the Bulkhead noted as approximate grading limits, and associated bollard wall, as shown in the attached Exhibit A.
 - If the ROE-C is not provided by the City, prior to construction starting on the concrete retaining wall and associated bollard wall, CBP will not be able to construct the dirt promenade area. Construction for the concrete retaining wall is anticipated to commence once the contract has been awarded and CBP has received a signed ROE-C or has acquired all necessary real estate interests for the concrete retaining wall.
- The dirt promenade on the land side of the concrete retaining wall will be the City's responsibility for maintaining and landscaping.
- Any landscaping on the river side of the retaining wall must be coordinated and approved by CBP to ensure vegetation does not hinder the ability of U.S. Border Patrol to secure and safely patrol the area.
- The City shall provide an easement to CBP on the riverside of the concrete retaining wall for purposes of future maintenance by CBP.
- The City shall provide CBP with utility requirements or design drawings showing where utilities are located along the project area.
- The City shall continue to communicate with CBP throughout the design and construction of the project.
- The City shall be responsible for the maintenance of all City owned utilities.

AMENDMENTS:

This is a living document and may be modified throughout the design & construction process. Should there be any changes or requested amendments it is up to each Party to propose

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such change to the other Party, so that it can be reviewed, and the MOU amended according to mutual agreement.

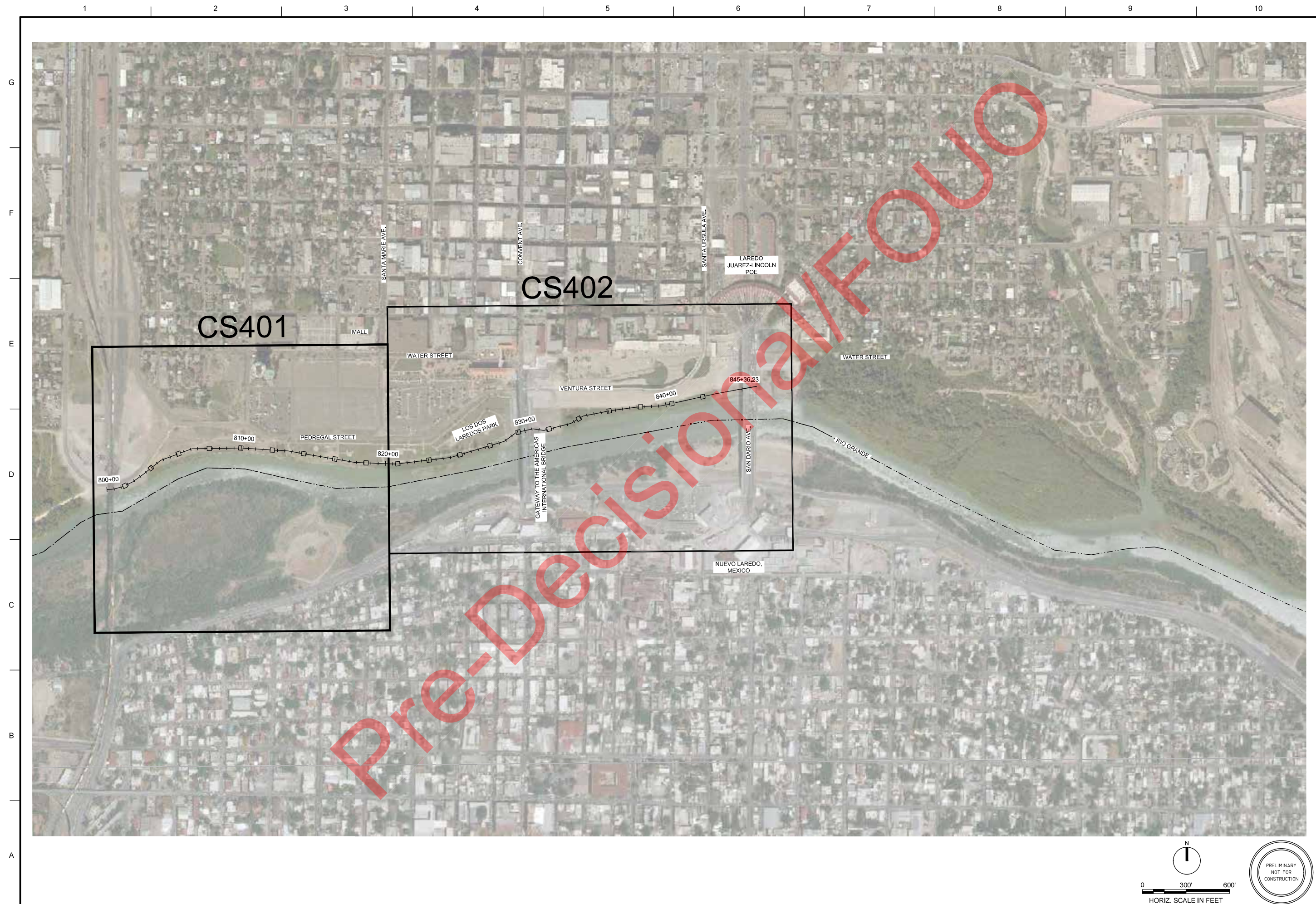
AGREED:

U.S. Customs and Border Protection
Loren Flossman
Infrastructure Portfolio Director, U.S. Border Patrol

The City of Laredo

DATE: _____

DATE: _____



U.S. Customs and Border Protection

[illegible]

MICHAEL BAKER INTERNATIONAL 2523 N. CENTRAL AVENUE, SUITE 800 PHOENIX, ARIZONA 85012		SIZE	
SUBMITTED BY:		GK	
CHECKED BY:		CONTRACT NO.:	
DRAWN BY:		OCTOBER 2019 SOLICITATION NO.:	
207 W. DEL MAR BLVD., LAREDO, TX 78640			

LAREDO 32 MILE FLOODPLAIN ANALYSIS AND DESIGN
WEBB COUNTY, TEXAS
35% CONCEPT DESIGN

KEYMAP

SHEET ID

GI101

V:\PROJECTS\DHS\LM\PMOD Support\01_Tasks\01_Laredo Planning\05_Deliverables\01_Drawings\05_C_Civil\Sheets\Laredo Downtown\171395_Laredo-Downtown_GI\01.dwg

Exhibit A

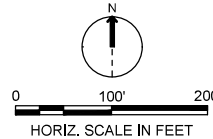
DRAFT - NOT FOR CONSTRUCTION



MATCHLINE STA: 821+00
SEE SHEET CS402

- ### CONSTRUCTION NOTES
1. INSTALL NEW BOLLARD WALL PER SHEETS S-501 AND S-502.
 2. CONSTRUCT TYPE FC-2 AGGREGATE ALL WEATHER ROAD. SEE TI STANDARDS.
 3. CLEAR AND GRUB VEGETATION AND GRADE WITHIN ENFORCEMENT ZONE.
 4. PROPOSED LIGHT POLE, PULLBOX, AND LIGHTING. DESIGN-BUILD CONTRACTOR TO DETERMINE FINAL LOCATIONS.
 5. INSTALL NEW COMMUNICATION CABLE.

- ### GENERAL NOTES
1. CONTRACTOR SHALL ENSURE SWPPP MEASURES ARE IMPLEMENTED PER RFP REQUIREMENTS.
 2. CONTRACTOR TO MAINTAIN ACCESS ROAD AT ALL TIMES DURING CONSTRUCTION.
 3. CONTRACTOR SHALL IDENTIFY ALL INTRUSIONS INTO THE WORK AREA SUCH AS ELECTRICAL, FENCES, WALLS AND MORE AND PLAN WORK TO ENSURE SAFETY.
 4. CONTRACTOR MUST USE CONCRETE FOUNDATION DESIGN APPROPRIATE FOR FIELD CONDITIONS DURING CONSTRUCTION. REFER TO SHEETS S-501 TO S-505 FOR CONCRETE FOUNDATION DETAILS. CONTRACTOR MUST BEST FIT THE FINISH GRADE TO MATCH THE PROPOSED GRADE AT THE BOLLARD WALL ALIGNMENT.
 5. DESIGN ASSUMES THAT ASSESSMENT WILL OCCUR AFTER EACH STORM EVENT AND ANY DAMAGE DUE TO SCOUR ADJACENT TO THE FENCE FOUNDATION WILL BE REPLACED.
 6. CONTRACTOR TO FIELD VERIFY THE PROVIDED SURVEY AND/OR CONDUCT THEIR OWN SURVEY.
 7. FINAL PATROL ROAD ALIGNMENT TO BE DETERMINED BY DESIGN-BUILD CONTRACTOR WITH CBP APPROVAL. CONNECTED TO THE WALL ALIGNMENT IS PREFERRED.



MARK	DESCRIPTION	DATE

DESIGNED BY: LW	ISSUE DATE: OCTOBER 2019
DRAWN BY: JRN	SOLICITATION NO.:
CHECKED BY: CK	CONTRACT NO.:
SUBMITTED BY: PC	
SIZE:	
U.S. CUSTOMS AND BORDER PROTECTION 207 W. DEL MAR BLVD., LAREDO, TX 78040	MICHAEL BAKER INTERNATIONAL 2929 N. CENTRAL AVENUE, SUITE 800 PHOENIX, ARIZONA 85012

LAREDO SECTOR
LAREDO 32 MILE FLOODPLAIN ANALYSIS AND DESIGN
WEBB COUNTY, TEXAS
35% CONCEPT DESIGN
LAREDO DOWNTOWN
ENLARGED PLAN VIEW
STA 800+00 TO STA 821+00

SHEET ID
CS401



- ### CONSTRUCTION NOTES
1. INSTALL NEW PRIMARY 30-FT TALL BOLLARD WALL WITH ANTI-CLIMB PLATE AND MITER TOPS, PER LATEST EDITION OF TIDS
 2. CONSTRUCT TYPE FC-2 AGGREGATE ALL WEATHER ROAD PER LATEST EDITION OF TIDS
 3. CLEAR AND GRUB VEGETATION AND GRADE WITHIN ENFORCEMENT ZONE, EMBANKMENT SHALL BE COMPACTED, GRADED SMOOTH, AND SEEDED WITH AN APPROVED MIX.
 4. PROPOSED LIGHT POLE, PULLBOX, AND LIGHTING. DESIGN-BUILD CONTRACTOR TO DETERMINE FINAL LOCATIONS.
 5. INSTALL NEW COMMUNICATION CABLE
 6. INSTALL NEW 18-FT TALL CONCRETE RETAINING WALL
 7. INSTALL MECHANICALLY OPERATED VEHICLE BOLLARD SLIDE GATE AND MANUALLY OPERATED PEDESTRIAN BOLLARD GATE, FOR VEHICLE BOLLARD SLIDE GATE REFER TO CONCEPT DETAIL S501, FOR PEDESTRIAN BOLLARD GATE REFER TO T1 STANDARDS, CONTRACTOR SHALL DESIGN AND SUBMIT TO CBP FOR APPROVAL.
 8. INSTALL NEW RVSS TOWER ON MONOPOLE FOUNDATION PER TYPICAL SECTIONS, CONTRACTOR TO COORDINATE WITH CBP PRIOR TO INSTALLATION.

- ### GENERAL NOTES
1. CONTRACTOR SHALL ENSURE SWPPP MEASURES ARE IMPLEMENTED PER RFP REQUIREMENTS.
 2. CONTRACTOR TO MAINTAIN ACCESS ROAD AT ALL TIMES DURING CONSTRUCTION.
 3. CONTRACTOR SHALL IDENTIFY ALL INTRUSIONS INTO THE WORK AREA SUCH AS ELECTRICAL, FENCES, WALLS AND MORE AND PLAN WORK TO ENSURE SAFETY.
 4. CONTRACTOR MUST USE CONCRETE FOUNDATION DESIGN APPROPRIATE FOR FIELD CONDITIONS DURING CONSTRUCTION. CONTRACTOR MUST BEST FIT THE FINISH GRADE TO MATCH THE PROPOSED GRADE AT THE BOLLARD WALL ALIGNMENT.
 5. DESIGN ASSUMES THAT ASSESSMENT WILL OCCUR AFTER EACH STORM EVENT AND ANY DAMAGE DUE TO SCOUR ADJACENT TO THE FENCE FOUNDATION WILL BE REPLACED.
 6. CONTRACTOR REQUIRED TO OBTAIN ALL TOPOGRAPHIC MAPPING AND GEOTECHNICAL EXPLORATION, TESTING AND RECOMMENDATIONS NEEDED TO COMPLETE THE FINAL DESIGN.
 7. THE DESIGN-BUILD CONTRACTOR MAY MAKE RECOMMENDATIONS TO ALTER THE PATROL ROAD ALIGNMENT IN ORDER TO MITIGATE TERRAIN, OBSTRUCTIONS, AND WATER BODIES FOUND WITHIN THE ENFORCEMENT ZONE. ALTERATIONS TO THE PATROL ROAD ALIGNMENT ARE SUBJECT TO THE CONTRACTOR OFFICER'S APPROVAL. THE FINAL PATROL ROAD ALIGNMENT SHALL BE DESIGNED TO MEET LATEST TACTICAL INFRASTRUCTURE DESIGN STANDARDS
 8. ALL CONSTRUCTION SHALL BE CONTAINED WITHIN THE REAL ESTATE AND ENFORCEMENT ZONE LIMITS.
 9. UNDERGROUND UTILITIES ARE PRESENT IN THE CONSTRUCTION CORRIDOR, CONTRACTOR SHALL COORDINATE WITH THE CITY OF LAREDO AND RELOCATE AT THEIR OWN COST.
 10. BOLLARD WALL HEIGHT TRANSITIONS SHALL BE ONE FOOT MAXIMUM PER VERTICAL PANEL

U.S. Customs and Border Protection

ISSUE DATE		SOLICITATION NO.		CONTRACT NO.	
DESIGNED BY:	LTW	DRAWN BY:	JJP	CHECKED BY:	CK
SUBMITTED BY:		PC		SIZE	
U.S. CUSTOMS AND BORDER PROTECTION		MICHAEL BAKER INTERNATIONAL		2939 N. CENTRAL AVENUE, SUITE 800	
207 W. DEL MAR BLVD., LAREDO, TX 78040		PHOENIX, ARIZONA 85012			

LAREDO DOWNTOWN WALL SYSTEM CONCEPT PLANS
ENLARGED PLAN VIEW
STA 824+00 TO STA 848+08.88

SHEET ID
CS402

City Council-Regular

Meeting Date: 04/06/2020

Initiated By: Rosario Cabello, Deputy City Manager

Staff Source: Tina Martinez, Community Development Director

SUBJECT

2020 R-058 Amending the Citizen Participation Plan to adhere with the Consolidated Plan Submission requirements of (24 CFR, Part 91) as set by the U.S. Department of Housing and Urban Development (HUD). These amendments will allow for flexibility in the way public hearings, public meetings and other consultations are done for the One Year Action Plan, the Consolidated Plan and other HUD required plans and/or reports in case of a local and/or National Emergency or in case the current set processes are not feasible.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

1/18/2011 – Council moved to amend the Citizen Participation Plan to adhere with the Consolidated Plan submission requirements as set by the U.S. Department of Housing and Urban Development (HUD) as a condition to receiving federal funds.

BACKGROUND

The City of Laredo is required to develop and submit a One Year Action Plan and a Five Year Consolidated Plan to the U.S. Department of Housing and Urban Development, which identify the housing and non-housing funding priorities of the community and the specific activities it plans to carry out with Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME) and Emergency Solutions Grant (ESG). In developing these plans, the City must consult with local citizens, community service organizations, and others, as applicable, in order to assess community needs and to determine the best use of program funds.

In 1995, the City of Laredo prepared and adopted the Citizen Participation Plan which outlined how it would involve its citizens in the preparation of the plans. The City has taken all appropriate actions to encourage the participation of all of its citizens, and as such, will amend its Citizen Participation Plan to include specific language that states that the City will follow the process established in the Citizen Participation plan when feasible. In addition, the City is including additional specific language of the process that would be follow to encourage citizen participation in case of a local and/or national emergency where our current in person public meetings are unable to take place. The

amendments would allow for flexibility in the way public hearings, public meetings and other consultation can be done for the One Year Action Plan, Consolidated Plan and other HUD required plans and/or reports when current set processes are not feasible.

In case of a local or national emergency, the City will undertake other feasible steps to encourage citizen participation. These steps could include but are not subject to or limited to:

1. Online live meetings such as City Council meetings and/or department organized meetings, through social media or other online platforms.
2. Availability of an office land line and/or City e-mail account.
3. Availability of a Community Needs Survey via de City of Laredo website
4. Availability of receiving oral and/or written comments at the City of Laredo Community Development Department physical office located at: 1301 Farragut, Transit Center Building, 3rd Floor, East Wing, Laredo, TX 78042.

When feasible, the City of Laredo Community Development Department will abide by the processes established in the Citizen Participation Plan. City staff is charged with the responsibility to fully implement the Citizen Participation Plan as amended.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends approval of Resolution.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

None

Attachments

Resolution to Amend CPP (April 2020)

Amended Citizen Participation Plan

RESOLUTION 2020-R-058

AMENDING THE CITIZEN PARTICIPATION PLAN TO ADHERE WITH THE CONSOLIDATED PLAN SUBMISSION REQUIREMENTS OF (24 CFR, PART 91) AS SET BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD). THESE AMENDMENTS WILL ALLOW FOR FLEXIBILITY IN THE WAY PUBLIC HEARINGS, PUBLIC MEETINGS AND OTHER CONSULTATION ARE DONE FOR THE ONE YEAR ACTION PLAN, THE CONSOLIDATED PLAN AND OTHER HUD REQUIRED PLANS AND/OR REPORTS IN CASE OF A LOCAL AND/OR NATIONAL EMERGENCY OR IN CASE THE CURRENT SET PROCESSES ARE NOT FEASIBLE.

WHEREAS, the City of Laredo is charged with the responsibility of consulting with local citizens, community service organizations, and others as applicable in assessing needs and determining the best use of HUD program funds in developing the plans; and

WHEREAS, the Citizen Participation Plan outlines the processes followed by the City to encourage and allow for citizen participation in the development and submission of a Consolidated Plan, as well as any substantial amendments to the plan, and reports of performance; and

WHEREAS, the City of Laredo's current Citizen Participation Plan does not address how the city will encourage citizen participation in case of a local and/or national emergency; and

WHEREAS, the City of Laredo's current Citizen Participation Plan is not flexible in the way public hearings, public meetings and other consultation can be done for the One Year Action Plan, the Consolidated Plan and other HUD required plans and/or reports when current set processes are not feasible.

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

1. In case of a local or national emergency, the City will undertake other feasible steps to encourage citizen participation. These steps could include but are not subject to or limited to:
 - A. Online live meetings such as City Council meetings and/or department organized meetings, through social media or other online platforms.
 - B. Availability of an office land line and/or City e-mail account.
 - C. Availability of a Community Needs Survey via de City of Laredo website
 - D. Availability of receiving oral and/or written comments at the City of Laredo Community Development Department physical office located at: 1301 Farragut, Transit Center Building, 3rd Floor, East Wing, Laredo, TX 78042.
2. When feasible, the City of Laredo Community Development Department will abide by the processes established in the Citizen Participation Plan.

3. City staff is charged with the responsibility to fully implement the Citizen Participation Plan as amended.

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

PETE SAENZ
Mayor

ATTEST:

JOSE A. VALDEZ, JR.
City Secretary

APPROVED AS TO FORM

KRISTINA L. HALE
City Attorney

City of Laredo, Texas

Citizen Participation Plan- Amended

CITY OF LAREDO

CITIZEN PARTICIPATION PLAN

The City of Laredo is identified as an Entitlement City by the U.S. Department of Housing and Urban Development, and consequently, receives funding annually through the Community Development Block Grant (CDBG), the HOME Investment Partnership Program and the Emergency Shelter/Solutions Grant (ESG). The amount of each CDBG, HOME, and ESG entitlement is determined by statutory formula. Within the statutory constraints of each of the HUD programs, the City of Laredo is able to develop its own programs and funding priorities.

It is the policy of City of Laredo to ensure adequate citizen involvement in the planning, implementation, and evaluation of its housing and community development programs. The City of Laredo has developed this Citizen Participation Plan in an effort to encourage citizen participation in the Community Development Block Grant (CDBG) Program, specifically in the Assessment of Fair Housing, Consolidated Plan, Annual Action Plan and Consolidated Annual Performance and Evaluation Report.

In application for funding through these programs, the City of Laredo is required to develop and submit to the U.S. Department of Housing and Urban Development, Assessment of Fair Housing, Consolidated Plan, Annual Action Plan which identifies the housing and non-housing funding priorities of the community and the specific activities to be carried out with CDBG, HOME, and ESG funds. In developing the Assessment of Fair Housing, Consolidated Plan, Annual Action Plan, the City is charged with the responsibility of consulting with local citizens, community service organizations, and others as applicable in assessing needs and determining the best use of program funds.

The City of Laredo has amended its Citizen Participation Plan to adhere with 24 CFR Part 91.105 (pertaining to the Consolidated Submission for Community Planning and Development Programs) and 24 CFR Part 5 (the grantee's obligation to Affirmatively Further Fair Housing (AFFH)). Also, in accordance with 24 CFR Part 91.103 (3), the City will provide this Plan in a format that is accessible to persons with disabilities, upon request. The City's policies and procedures to encourage and allow for citizen participation in the development and submission of the Assessment of Fair Housing, Consolidated Plan, Annual Action Plan, any substantial amendments to the plans and the performance report.

I. ENCOURAGEMENT OF CITIZEN PARTICIPATION

- A. The City of Laredo shall take appropriate action to encourage the participation of all its citizens in the development of the Assessment of Fair Housing, Consolidated Plan, Annual Action Plan, and any substantial amendments to the plans, and on the performance report.
- B. Particular emphasis will be placed on encouraging the participation of protected classes, low-and moderate-income persons, and particularly those living in slum and

blighted areas and in areas where CDBG funds are proposed to be used. The City of Laredo will take whatever action is appropriate in the encouragement of the participation of all its citizens, including minorities and non-English speaking persons as well as persons with disabilities.

Consultations, direct mailings/emails and/or other contact will be made with local and regional organizations that serve those in protected classes, or that provide assisted housing, health services, and social services, including those focusing on services to children, elderly persons, persons with disabilities, persons with HIV/AIDS and their families, and homeless persons.

- C. The City shall encourage, in conjunction with consultation with the Laredo Housing Authority, the participation of residents of public and assisted housing developments, in the process of developing and implementing the Assessment of Fair Housing, Consolidated Plan, Annual Action Plan, along with other low-income residents of targeted revitalization areas in which the developments are located. During the consultation process, coordinated emphasis will be made to achieve comprehensive community development goals and ensure strategies and actions are taken to affirmatively further fair housing. Moreover, local and regional fair housing organizations and enforcement agencies will be consulted with.
- D. The City shall provide citizens with a reasonable opportunity to comment on the development and submission of the Assessment of Fair Housing, Consolidated Plan, Annual Action Plan, any substantial amendments to the plans and the performance report. The citizen participation plan shall be in a format accessible to persons with disabilities, upon request.
- E. In the event of a local or national emergency, the City will undertake other steps feasible in order to encourage citizen participation.

II. DEVELOPMENT OF THE ASSESSMENT OF FAIR HOUSING, CONSOLIDATED PLAN, ANNUAL ACTION PLAN

- A. Before adopting the Assessment of Fair Housing, Consolidated Plan, Annual Action Plan, the City will make available to citizens, public agencies, and other interested parties information that includes the amount of assistance the City is expected to receive (including grant funds and program income) and the range of activities that may be undertaken, including the estimated amount that will benefit persons of low- and moderate income.
- B. City staff charged with the responsibility of preparing the Assessment of Fair Housing, Consolidated Plan, Annual Action Plan will meet and request input from local citizens, service organizations, the Public Housing Authority, and other interested parties, when feasible, through:

1. Neighborhood meetings held in each of the City's regions (North, South, East, and West), will be schedules in a timely fashion to allow for sufficient time for preparation of the plan. Social Media sources and/or online platforms may be used when necessary.
2. At least one public hearing will be held at a location easily accessible to all, prior to the development of the plan in order to obtain the views of citizens on housing and community development needs, including priority non-housing community development needs. Social Media sources and/or online platforms may be used when necessary.
3. Scheduled meetings with service organizations, the Public Housing Authority, and others as necessary. Social Media sources and/or online platforms may be used when necessary.

In case of a local and/or national emergency, the City will undertake other feasible steps to encourage citizen participation. These steps could include but are not subject to or limited to:

1. Online live meetings such as City Council meetings and/or department organized meetings, through social media or other online platforms.
 2. Availability of an office land line and/or City e-mail account.
 3. Availability of a Community Needs Survey via de City of Laredo website
 4. Availability of receiving oral and/or written comments at the City of Laredo Community Development Department physical office located at: 1301 Farragut, Transit Center Building, 3rd Floor, East Wing Laredo, TX 78042
- C. At the time the proposed plan is made available for public comment, a summary of the proposed Assessment of Fair Housing, Consolidated Plan, Annual Action Plan will be published in the Laredo Morning Times or other local newspaper which maintains the greatest circulation.
- D. Paper copies of the complete Assessment of Fair Housing, Consolidated Plan, Annual Action Plan will be made available at City Offices and local libraries, for public review for a 30 day period. Notice will be given through the Laredo Morning Times or other newspaper of greatest circulation; the Public Access Channel, and ~~or~~ TV regarding the comment period.
- E. A reasonable number of copies of the proposed Assessment of Fair Housing, Consolidated Plan, Annual Action Plan will be made available free of charge to citizens and groups who request it.

- F. A public hearing noting the proposed activities to be carried out with CDBG, HOME, and ESG funds will be held before a request is made for City Council authorization to submit the Assessment of Fair Housing, Consolidated Plan, Annual Action Plan to HUD.
- G. In preparing the final Assessment of Fair Housing, Consolidated Plan, Annual Action Plan, City staff will consider any comments or views of citizens received in writing or orally at public hearings/meetings. A summary of these comments or views, and a summary of any comments or views and the reasons therefore, shall be made part of the final Assessment of Fair Housing, Consolidated Plan, Annual Action Plan.

III. DISPLACEMENT OF PERSONS

The City of Laredo does not anticipate any displacement to occur as a result of any HUD funded activities. All programs will be carried out in such a manner as to safeguard that no displacement occurs. However, in the event that a project involving displacement is mandated in order to address a concern for the general public's health and welfare, the City will take the following steps:

- A. A public hearing will be held to allow interested citizens an opportunity to comment on the proposed project and voice any concerns regarding possible relocation. Notice of the public hearing/meeting will be made as per the procedure noted in a separate section of the Citizen Participation Plan.
- B. In the event that a project involving displacement is pursued, the Community Development or other City staff will contact each person/household/business in the project area and/or hold block meetings, depending on the project size; inform persons of the project and their rights under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and respond to any questions or concerns.
- C. Relocation assistance will be provided in adherence with the City's Project Relocation Plan and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

IV. SUBSTANTIAL AMENDMENTS

In the event that substantial amendments to the Assessment of Fair Housing, Consolidated Plan and/or Annual Action Plan are found necessary a notice will be published by the same procedures indicated above for a thirty (30) day comment period and a public hearing. Any written or oral comments received will be considered and a summary will be attached to the substantial amendment of the Assessment of Fair Housing, Consolidated Plan/ and or Annual Action Plan.

A substantial amendment shall be defined as any one or more of the following:

1. A change in the fair housing goals in the Assessment of Fair Housing Plan,
 2. Any addition or deletion of the established priorities or activities described in the Consolidated Plan/ and or Annual Action Plan,
 3. Any change in the purpose, location or beneficiaries of an identified CDBG, HOME, and ESG funds project or activity providing for the addition/deletion of a project including the purpose, scope, location or beneficiary of an activity,
 4. A change in the scope of an activity, such that an increase in the funding of a previously disclosed CDBG or HOME activity, if the additional allocation equals or exceeds \$500,000. Additional allocation for ESG must equal or exceed \$50,000.
 5. A change in allocation priorities or a change in the method of distribution of funds.
- A. City staff will insure that citizens and interested groups have an opportunity to comment on any substantial amendments to the Assessment of Fair Housing, Consolidated Plan, Annual Action Plan.
1. Notice of the proposed substantial amendment and request for comment will be made through the Laredo Morning Times or other newspaper of greatest circulation.
 2. Citizens will be provided a 30 day comment period to express views regarding the substantial amendment before the amendment is implemented. Copies of the substantial amendment will be made available at the Dept. of Community Development, the office of the City Secretary, and at the public library.
 3. In preparing the substantial amendment, City staff will consider any comments or views of citizens received in writing or orally. Comments can be addressed to:

Director:
Department of Community Development
1301 Farragut, Transit Center Building, 3rd Floor, East Wing
Laredo, TX 78042

Or be mailed to:
P.O. Box 1276
Laredo, TX 78042
 4. A summary of these comments or views, and a summary of any comments or views not accepted and the reasons therefore, shall be made part of the substantial amendment to the Assessment of Fair Housing, Consolidated Plan, Annual Action Plan.

V. PERFORMANCE REPORTS

The City will also will prepare a performance report for submission to HUD on an annual basis which is due within ninety (90) days of the close of the program year. This report, called the Consolidated Annual Performance and Evaluation Report (CAPER), shall be made available at the Community Development Department, on the City's web page at www.ci.laredo.tx.us, and made available at public buildings for review by the public for no less than fifteen (15) days before the City submits the report to HUD.

- A. Notice of each annual performance report and request for comment shall be made through the Laredo Morning Times or other newspaper of greatest circulation.
- B. Citizens will be provided a 15 day comment period to express views regarding the performance report before the report is submitted to the U.S. Department of Housing and Urban Development. Copies of the performance report will be made available at the Department of Community Development, at the office of the City Secretary, and at the Laredo Public Library.
- B. In preparing the performance report, City staff shall consider any comments or views of citizens received in writing or orally. Comments can be addressed to:

Director
Department of Community Development
1301 Farragut, Transit Center Building, 3rd Floor, East Wing
Laredo, TX 78042

Or be mailed to:
P.O. Box 1276
Laredo, TX 78042

VI. PUBLIC HEARINGS/MEETINGS

Public hearings will be held at least twice per year at key stages of the process to obtain the public's views and to provide the public, to the greatest extent possible, with responses to their questions and comments. The City holds public hearings to obtain input regarding community needs during the development of the Assessment of Fair Housing and Consolidated Plan; to review proposed uses of the funds in each Annual Action Plan; and to review program performance in the Consolidated Annual Performance and Evaluation Report.

The City will hold at least two public hearings prior to the submission of the Assessment of Fair Housing, Consolidated Plan and/or Annual Action Plan to HUD.

The initial public hearing will be held before the Assessment of Fair Housing, Consolidated Plan and/or Annual Action Plan is published for comment. This will be both an informational session

and an opportunity for citizens to comment on the housing and community development needs in the City.

Citizens will be provided with reasonable and timely access to local meetings, information, and records relating to the Assessment of Fair Housing and Consolidated Plan, and Annual Action Plan, with the City's proposed and actual use of Community Development Block Grant, HOME Investment Partnerships Program, and Emergency Shelter/Solutions Grant funds, through the following actions:

A. Schedule of Public Hearings/Meetings

1. The City will hold at least 2 public hearings each fiscal year to obtain citizens' views and to respond to proposals and questions to be conducted at a minimum of two different stages of the program year. The hearings shall address:
 - a. Housing and community development needs. In order for the City to obtain views of citizens on housing and community development needs, including priority non-housing community development needs, the at least one of these hearings must be held before the proposed Assessment of Fair Housing, Consolidated Plan, Annual Action Plan is published for comment.
 - b. Development of proposed projects, and
 - c. Review of program performance.
2. If a hearing is scheduled as part of a City Council meeting, a notice of the public hearing will be included in the City Council agenda which will also be posted by the City Secretary 72 hours prior to the meeting date.
3. Public hearings will be held at times and location convenient to potential and actual beneficiaries, and with accommodation for persons with disabilities.
 - a. The City will insure that meeting locations are centrally located, accessible by both private and public transportation, and present no barriers to persons with disabilities.
 - b. Upon timely notice (at least 72 hours), City staff will make special arrangements for persons who are hearing impaired or have a special need.
 - c. The City shall ensure that non-English speaking residents be presented with an opportunity to participate and comment in public hearings by conducting, upon request, the hearing in Spanish.
4. Additional public hearings can and will be held upon the request of City Council and/or concerned citizen requests to City Council.
5. When feasible, the ~~The~~ City shall ensure that public meetings be held in neighborhoods that are in CDBG target areas in order to obtain citizen's views and to respond to proposals and questions.

6. Advertisement of public meetings shall be made both in English and Spanish in order to afford non-English speakers an opportunity to be aware of public meetings. When feasible, advertisements will be in the local newspaper of greatest circulation at least 2 weeks prior to the date of the meeting in order to provide timely notice to neighborhood residents.
 7. As appropriate, press releases will be issued through TV, to announce special scheduled meetings.
 8. As appropriate, flyers noting a neighborhood meeting's purpose and scheduled time shall be distributed at locations frequented by affected residents (i.e. neighborhood schools, recreation centers, housing authority, etc...)
 9. The Public Access Channel shall be utilized to broadcast information about the Assessment of Fair Housing, Consolidated Plan and Annual Action Plan meetings, etc... in both English and Spanish.
- B. When feasible, the ~~The~~ intended use of the Community Development Block Grant Program, the HOME Investment Partnership Program, and the Emergency Shelter/Solutions Grant and other applicable HUD program funds will be publicized by and through:
1. Public Hearing. Prior to the request by staff that City Council approve the proposed Consolidated Plan, a hearing will be held, and the specific projects proposed to be carried out will be identified.
 2. Neighborhood meetings. Residents will be encouraged to attend and learn of the proposed and ongoing activities of the City, including the projects/programs funded and proposed to be funded through CDBG, HOME, and ESG programs, at neighborhood meetings held prior to the start of the fiscal year.
 3. City Council Budget Hearings. Proposed CDBG, ESG, and HOME budgets are discussed at City Council Budget Hearings, which are held approximately 60 days prior to the start of the new fiscal year. They are open to the public.

VII. PUBLIC COMMENT/AVAILABILITY TO THE PUBLIC

The draft Assessment of Fair Housing, Consolidated Plan and/or Annual Action Plan will be made available for public comment for a minimum of thirty (30) days. A notice of the public comment period, the locations where the plan is available for review, and a summary of the plan will be published in a newspaper of general circulation and will also be posted at the City Office Building and in other places frequented by the public, especially low- and moderate-income persons and persons benefiting from or affected by proposed CDBG activities. The notice of the public comment period, as well as the draft, will be posted on the City's website at www.ci.laredo.tx.us. Additionally, direct outreach to local and regional organizations that serve those in protected classes, assisted housing providers, public housing agencies, social service

agencies, and advocacy groups, as well as their beneficiaries, will be utilized to broaden the efforts to notify all.

A reasonable number of free copies of the plan will be available upon request by calling or visiting the City's Community Development Department during regular business hours. During the comment period, at least one public hearing will be held.

A summary of the written and/or oral comments and the response to those comments will be included in the Assessment of Fair Housing, Consolidated Plan and/or Annual Action Plan.

A. Plan Approval:

The draft Assessment of Fair Housing, Consolidated Plan and/or Annual Action Plan will be presented to the City Council for approval before it is submitted to HUD. The presentations will be made during regularly scheduled Board meetings which are open public meetings and broadcast live.

City Council meetings will be aired through the Public Access Channel for the purpose of allowing all residents of the community to be informed of City Council Action.

1. The Assessment of Fair Housing, Consolidated Plan, and Annual Action Plan, as adopted, substantial amendments, and the annual performance report, shall be available to the public, including the availability of materials in a form accessible to persons with disabilities, upon request, at the offices of the Department of Community Development.
2. It is the City's policy that all information required to be made public by the Texas Open Records Act, be made available for public review in accordance with Chapter 552 of the Texas Government Code. The City of Laredo will provide citizens, public agencies, and other interested parties with reasonable and timely access to information and records relating to the City's Assessment of Fair Housing, Consolidated Plan, Annual Action Plan, and the City's use of assistance under the programs covered by 24 CFR 91 during the preceding 5 years.

IX. TECHNICAL ASSISTANCE

Technical Assistance shall be provided to groups representing persons of low and moderate income that request assistance in developing proposals, be it for CDBG, HOME, ESG or other projects covered under the Assessment of Fair Housing, Consolidated Plan and Annual Action Plan.

- A City staff shall meet with group representatives informally as well as formally, to discuss program needs and provide guidance as applicable.
- B. City staff shall coordinate with other City Departments to ascertain information needed and/or requested by group representatives.

X. COMPLAINTS

- A. The City of Laredo maintains an Open Door Policy and encourages citizens to express their needs and issues of concern. All grievances shall be addressed in a courteous and timely manner.
- B. Oral complaints will be addressed by the staff person receiving the complaint. If the complaint is not addressed to the satisfaction of the complainant, then the concern will be referred to the staff person's supervisor. If the complainant is still not satisfied, then the concern will be addressed by the Community Development Director. The nature of the complaint will be documented for further reference in the 311 Customer Service system or other complaint documentation system, as appropriate.
- C. Written complaints will be addressed through a formal written response for the Assessment of Fair Housing, Consolidated Plan, and Annual Action Plan, any amendments and the Consolidated Annual Performance and Evaluation Report. Staff will respond to such complaints in writing within 15 working days after having received the complaint.

XI. NEEDS OF NON-ENGLISH SPEAKING RESIDENTS

City staff will accommodate the needs of non-English speaking residents to insure their participation. If non-English speaking or hearing impaired residents request assistance to participate in a public hearing, the City will make arrangements to have an interpreter present given reasonable advanced notice. Instructions for making such request will be outlined in the public notice.

- A. Newspaper notices regarding all HUD funded activities administered by the City, substantial amendments, and performance reports will be published both in English and in Spanish.
- B. Depending on the needs of the residents in attendance, staff will insure that public hearings are conducted in English and/or Spanish, as appropriate.
- C. Public comments will be received both in English and in Spanish during City Council meetings where the Assessment of Fair Housing, Consolidated Plan, Annual Action Plan, substantial amendments, and the performance report are discussed.

XI. OTHER

- A. The City of Laredo reserves the right to amend its Citizen Participation Plan as it relates to the Community Development Block Grant Program, as necessary, in order to meet the needs of citizens of the community and changes in program requirements.

- B. Following City Council's approval of the amended Citizen Participation Plan, the City of Laredo is responsible for adhering, to the greatest extent feasible, to the citizen participation policies and procedures, as noted, in regard to the development and submission of the Assessment of Fair Housing, Consolidated Plan, Annual Action Plan, Substantial Amendments, and Performance Report.
- C. The Citizen Participation Plan, as amended, does not restrict the responsibility or authority of the jurisdiction for the development and execution of the Assessment of Fair Housing, Consolidated Plan, Annual Action Plan.

DRAFT

City Council-Regular

Meeting Date: 04/06/2020

Initiated By: Rosario Cabello, Co-Interim City Manager

Initiated By: Rosario Cabello, Co-Interim City Manager

Staff Source: Tina Martinez, CD Director; Juan Gomez Parks, Ramon Chavez Engineering

SUBJECT

Accepting the conveyance of five different tracts of land and improvements, within the San Isidro Northeast Subdivision Master Plan, which are identified as follows: Tract 1: the Surface Estate Only in and to Lot 2, Block 1 San Isidro Northeast Subdivision, Phase II according to plat thereof recorded in Volume 30, Pages 11-12 Plat Records of Webb County Texas together with all improvements situated thereon; Tract 2: the Surface Estate Only in and to Lot 1 Block 1, San Isidro Northeast Los Palmares Subdivision, Unit 1, according to plat thereof recorded in Volume 30, Pages 36-36a plat records of Webb County, Texas together with all improvements situated thereon; Tract 3: the Surface Estate Only in and to Lot 2, Block 1, San Isidro Northeast Los Palmares Subdivision, Unit 3 according plat thereof, recorded in Volume 30, Pages 70-70a plat records of Webb County together with all improvements situated thereon; Tract 4: being the Surface Estate Only in and to Lot 1 Block 10, San Isidro Northeast Los Palmares, Subdivision Unit 4 according to plat thereof recorded in Volume 31, Pages 23-26, plat records of Webb County, Texas, together with all improvements situated thereon; Tract 5: being the Surface Estate Only in and to Lot 12, Block 5, San Isidro Northeast Subdivision, Phase 11, according to plat thereof recorded in Volume 32, Pages 14-15, plat records of Webb County, Texas, together with all improvements situated thereon; to serve for Recreational and/or Municipal Parkland purposes in accordance with the Land Development Code and the Parkland Deferment Contract in attached Exhibit "B" executed with San Isidro Northeast LTD on May 15, 2018.; said tracts of land are further described in attached Exhibit "A"; and providing for an effective date.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

In accordance with the Laredo Land Development Code Article III, the City of Laredo's Parks Department required San Isidro Northeast LTD to dedicate approximately 14.01 Acres of green space for park site dedications. On August 29, 2016 the Parks and Recreation Board reviewed the Parkland offered by the Developer and made a recommendation that City Council accept the proposal as presented. On October 6, 2016 the Planning and Zoning Commission reviewed and approved the Master Plan which included the parkland offers and made a recommendation to City Council for Approval. On November 21, 2016 City Council reviewed and approved San Isidro Northeast's Parkland Offer and Masterplan. In January 24, 2018 the City Council authorized the City Manager to enter into parkland deferment contract with the developer for the construction of park amenities by the developer.

On May 15, 2018, the developer and the City executed a deferment contract where the developer deferred the dedication of parkland within some parkland dedications and chose to develop parkland improvements.

The City has received the completion of the project in accordance with section VII Post Construction/Conveyance per Parkland Deferment contract approved by the City Council on January 24, 2018 for the improvements of the parkland located within San Isidro Northeast Masterplan. The City Engineer has approved and inspected said improvements and is satisfied that the same have been constructed in accordance with approved plans and specifications, and are ready to accept the construction of the Park Improvements conditioned on the one year warranty as submitted.

COMMITTEE RECOMMENDATION

August 29, 2016 Parks and Recreation Board Accepted the presented proposal.
October 6, 2019 Planning and Zoning Commission Accepted the presented proposal; motioned to take to City Council for Acceptance.

November 21, 2016 City Council Review and Approved the San isidro Northeast Parkland and Masterplan.

January 24, 2018 City Council authorized City Manager to enter into a Parkland Deferment Contract with the Developer for construction of park amenities and improvements.

STAFF RECOMMENDATION

Accept the Resolution as presented.

Fiscal Impact

Fiscal Year:	2020
Budgeted Y/N?:	N
Source of Funds:	N/A
Account #:	101-0000-372-1000
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	

Land contribution will be recorded in General Fund and in the Fixed Asset System when property title change is finalized.

Attachments

Exhibit A Warranty Deed

Exhibit B Parkland Deferment Contract

Exhibit D Certificate of Completion Engineering

Exhibit C Image

Resolution 2020-R-055



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.

THE STATE OF TEXAS §

COUNTY OF WEBB §

SPECIAL WARRANTY DEED

That San Isidro Northeast, Ltd., a Texas limited partnership, ("Grantor"), has GIVEN, GRANTED AND CONVEYED, and by these presents does GIVE, GRANT AND CONVEY unto the CITY OF LAREDO, TEXAS, a Home Rule City, ("Grantee"), whose mailing address is 1110 Houston St., Laredo, Texas 78040, the following described real property situated in Webb County, Texas (collectively the "Subject Property"):

TRACT I

Situated in the City of Laredo, Webb County, Texas and being the Surface Estate Only in and to Lot Two (2), Block One (1), San Isidro Northeast Subdivision, Phase II, according to plat thereof recorded in Volume 30, Pages 11 - 12, Plat Records of Webb County, Texas, together with all improvements situated thereon.

TRACT II

Situated in the City of Laredo, Webb County, Texas and being the Surface Estate Only in and to Lot One (1), Block One (1), San Isidro Northeast Los Palmares Subdivision, Unit 1, according to plat thereof recorded in Volume 30, Pages 36-36A, Plat Records of Webb County, Texas, together with all improvements situated thereon.

TRACT III

Situated in the City of Laredo, Webb County, Texas and being the Surface Estate Only in and to Lot Two (2), Block One (1), San Isidro Northeast Los Palmares Subdivision, Unit 3, according to plat thereof recorded in Volume 30, Pages 70-70A, Plat Records of Webb County, Texas, together with all improvements situated thereon.

TRACT IV

Situated in the City of Laredo, Webb County, Texas and being the Surface Estate Only in and to Lot One (1), Block Ten (10), San Isidro Northeast Los Palmares Subdivision, Unit 4, according to plat thereof recorded in Volume 31, pages 23-26, Plat Records of Webb County, Texas, together with all improvements situated thereon.

TRACT V

Situated in the City of Laredo, Webb County, Texas and being the Surface Estate Only in and to Lot Twelve (12), Block Five (5), San Isidro Northeast Subdivision, Phase 11, according to plat thereof recorded in Volume 32, Pages 14-15, Plat Records of Webb County, Texas, together with all improvements situated thereon.

These conveyances of real property are made subject to the following reservations, exceptions and conditions, to-wit:

All Tracts:

1. These conveyances are made upon the express condition that the Subject Property be used for municipal parkland purposes (the "Permitted Purpose").
2. Grantee hereby acknowledges the express condition of these conveyances and expressly represents and warrants that its sole purpose for accepting the Subject Property is to have the right to use the Subject Property for the Permitted Purpose, and that the use of the Subject Property shall be restricted to the Permitted Purpose only.
3. Grantee further acknowledges the express condition of these conveyances and expressly acknowledges that the Permitted Purpose excludes among other things: cell phone and/or communication antennae; and any kind of advertising signage including but not limited to billboards and pylon signs.
4. These conveyances are of the surface estate only, that is, in addition to other reservations, exceptions and other matters set out herein, Grantor reserves and excepts from this conveyance all oil, gas and other minerals lying in, on and under the Subject Property.
5. Grantor hereby expressly reserves from these conveyances any and all ground water lying under the Subject Property. Provided however, Grantor does not reserve the right to drill on the Subject Property for such groundwater.
6. Grantee accepts the Subject Property AS IS, i.e. in its present condition.
7. Any visible and apparent roadway or easement over or across the subject property, the existence of which does not appear of record.

8. Any leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records.
9. All zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are in effect, relating to the hereinabove described property, or any part thereof.
10. Resolution No. 2009-R-025 dated March 16, 2009, authorizing and accepting the Contract for Reserving Water Capacity executed by and between The City of Laredo and San Isidro Northeast, Ltd., recorded in Volume 2781, Pages 729-740, Webb County Official Public Records.
11. Resolution No. 2009-R-024 dated March 16, 2009, authorizing and accepting the Contract for Reserving Sewer Capacity executed by and between The City of Laredo and San Isidro Northeast, Ltd., recorded in Volume 2781, Pages 741-752, Webb County Official Public Records.

Tract I:

1. Any and all setback lines, easements, restrictions and/or notations as reflected on Plat recorded in Volume 30, Pages 11-12, Webb County Plat Records.

Tract II:

1. Contract, Easement and Use Restriction dated November 16, 2010, executed by San Isidro Northeast, Ltd. to AEP Texas Central Company, recorded in Volume 3035, Pages 548-559, Webb County Official Public Records.
2. Water Supply and Sewer Facilities contract executed by and between San Isidro Northeast, Ltd. and the City of Laredo as reflected on Plat recorded in Volume 30, Pages 36-36A, Webb County Plat Records.
3. Any and all setback lines, easements, restrictions and/or notations as reflected on Plat recorded in Volume 30, Pages 36-36A, Webb County Plat Records.

Tract III:

1. Contract, Easement and Use Restriction dated August 11, 2011, executed by San Isidro Northeast, Ltd. to AEP Texas Central Company, recorded in Volume 3144, Pages 621-633, Webb County Official Public Records.
2. Water Supply and Sewer Facilities contract executed by and between San Isidro Northeast, Ltd. and the City of Laredo as reflected on Plat recorded in Volume 30, Pages 70-71, Webb County Plat Records.

3. Any and all setback lines, easements, restrictions and/or notations as reflected on Plat recorded in Volume 30, Pages 70-70A, Webb County Plat Records.

Tract IV:

1. Contract, Easement and Use Restriction dated February 26, 2013, executed by San Isidro Northeast, Ltd. to AEP Texas Central Company, recorded in Volume 3396, Pages 856-865, Webb County Official Public Records.
2. Water Supply and Sewer Facilities contract executed by and between San Isidro Northeast, Ltd. and the City of Laredo as reflected on Plat recorded in Volume 31, Pages 23-26, Webb County Plat Records.
3. Any and all setback lines, easements, restrictions and/or notations as reflected on Plat recorded in Volume 31, Pages 23-26, Webb County Plat Records.

Tract V:

1. Any and all setback lines, easements, restrictions and/or notations as reflected on Plat recorded in Volume 32, Pages 14-15, Webb County Plat Records.
2. Right of Way Easement dated January 10, 2002, executed by Blackstone Dilworth, Jr., J.B. "Scott" Dilworth, III and Diane Dilworth Gates to Medina Electric Cooperative, Inc., recorded in Volume 1170, Pages 631-636, Webb County Official Public Records.

TO HAVE AND TO HOLD the Subject Property, together with all and singular the rights and appurtenances thereto in anywise belonging to Grantor unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Subject Property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under it, but not otherwise, and except as to the matters to which this conveyance is expressly made subject, including but not limited to the express condition of this conveyance.

EXECUTED this 20th day of February, 2020.

GRANTOR:

SAN ISIDRO NORTHEAST, LTD.
A Texas limited Partnership

By: SAN ISIDRO MANAGEMENT, L.C.,
A General Partner

BY:



Title:

Pat Murphy
Vice President

AGREED TO AND ACCEPTED:

GRANTEE:

CITY OF LAREDO

BY: _____

Name: _____

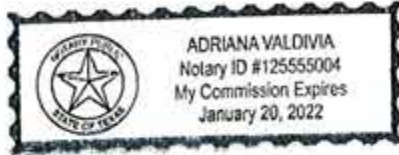
Title: _____

Date: _____

STATE OF TEXAS §

COUNTY OF WEBB §

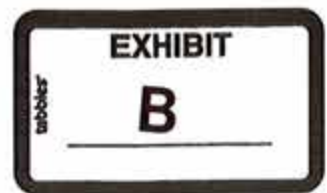
This instrument was acknowledged before me on February 20, 2020, by Pat Murphy, Vice President of San Isidro Management, L.C., a Texas Limited Liability Company, General Partner, on behalf of San Isidro Northeast, Ltd., a Texas limited partnership.



Adriana Valdivia
Notary Public, State of Texas

February 20, 2020

City of Laredo
Parks Department
Mr. Juan J. Gomez Jr., Director
2201 Piedra China
Laredo, Texas 78043



Re: **Submittal of Parks Package, San Isidro Northeast LTD**

Mr. Gomez:

Per Article IX of the Parkland Deferment Contract dated May 15, 2018, by and between San Isidro Northeast LTD and the City of Laredo, **San Isidro hereby requests that an item be placed on the agenda for the next available City Council meeting for acceptance of the San Isidro park land & improvements.** In conjunction with this request, we have attached the following as required by Article IX:

- A copy of the fully executed Parkland Deferment Contract.
- A fully executed Special Warranty Deed conveying the park land tracts to the City of Laredo.
- Tax Certificates showing all ad valorem taxes have been paid.
- A Commitment for Title Insurance issued by Laredo Title showing no liens on the park land tracts.
- Manufacturer Operating Manuals for Irrigation Equipment.
- "AS-BUILT" Drawings of Irrigation Systems at both parks.

If we can provide additional information to assist the City in this transaction, please let me know.

We thank you for your consideration in this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Pat Murphy", written over a blue circular stamp.

Pat Murphy
Vice President
San Isidro Management, L.C.



_____ of the City of Laredo Parks Department hereby acknowledges receipt of this Request for City Council Action, as well as all documentation listed above.

Name

Date



SAN ISIDRO RANCH
THE BEST OF THE SOUTH TEXAS HORIZON

Parkland Deferment Contract
San Isidro Northeast, Ltd.

WHEREAS, San Isidro Northeast, Ltd. (hereinafter called "Developer") is the developer of the San Isidro Northeast Subdivision Master Plan; and

WHEREAS, the San Isidro Northeast Subdivision Master Plan is composed of 1477 residential lots and 7.57 acres of green space is required by City ordinance; and

WHEREAS, the Developer has presented green space consisting of San Isidro Northeast Phase 2, Lot 2, Block 1, 2.2419 acres, Park; Los Palmares Unit 1, Lot 1, Block 1, 1.5102 acres, Linear/Detention; Los Palmares Unit 3, Lot 2, Block 1, 2.7386 acres, Linear/Detention; Los Palmares Unit 3, Lot 2, Block 1, 2.4388 acres, Detention; Los Palmares Unit 4, Lot 1, Block 10, 0.9214 acres, Park; SINE Phase 11, Lot 12, Block 5, 4.1657 acres, Greenbelt, being approximately 14.01 acres (hereinafter called the "Property"); and

WHEREAS, the approximate 14.01 acres of green space satisfies the City of Laredo (hereinafter "City") park site dedication requirements as specified in the City of Laredo Land Development Code Article III for the following developments:
San Isidro Northeast Phase 3, San Isidro Northeast Phase 4, San Isidro Northeast Phase 7, San Isidro Northeast Phase 11, San Isidro Northeast Phase 12, San Isidro Northeast Phase 13, San Isidro Northeast Los Palmares Phases 1-5, San Isidro Northeast La Cuesta Phases 1-4, San Isidro Northeast Estate Lots; and

WHEREAS, on August 29, 2016, the Parks and Recreation Board reviewed the Parkland being offered by the Developer and recommended the City Council accept the Parkland; and

WHEREAS, on October 6, 2016, the Planning and Zoning Commission reviewed and approved the Master Plan and recommended City Council accept the Parkland being offered by the Developer; and

WHEREAS, on November 21, 2016, the City Council reviewed and approved the Parkland being offered by the Developer; and

WHEREAS, Developer wishes to defer the dedication of parkland within the subdivision and construct Park Improvements.

NOW THEREFORE, in consideration of the mutual benefits described in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree as follows:

Recitals. The recitals set forth above are declared true and correct by the Parties and are hereby incorporated as part of this Agreement.

I. LAND DEDICATION

1. Developer shall within 18 months of the effective date of this agreement convey fee simple title unto the City of Laredo of six (6) tracts of land for recreational and/or municipal purposes as set forth below.
2. As per the attached Master Plan (Exhibit A attached hereto and incorporated herein by reference as if set out in full for all intents and purposes) Developer has set out 6 tracts of land (as described herein below), within the San Isidro Northeast subdivision, for public recreational and/or municipal use and as shown on Exhibit A:
 - a. San Isidro Northeast Phase 2 Lot 2, Block 1-2.2419 acre Park:
Situating in the City of Laredo, Webb County, Texas and being the Surface Estate Only in and to Lot Two (2), Block One (1), San Isidro Northeast Subdivision, Phase 2, according to plat thereof recorded in Volume 30, Pages 11-12, Plat Records of Webb County, Texas, together with all improvements situated thereon.
 - b. Los Palmares Unit 1, Lot 1, Block 1 - 1.5102 acre Linear/Detention:
Situating in the City of Laredo, Webb County, Texas and being the Surface Estate Only in and to Lot One (1), Block One (1), San Isidro Northeast Los Palmares Subdivision, Unit 1, according to plat thereof recorded in Volume 30, Pages 36-36A, Plat Records of Webb County, Texas, together with all improvements situated thereon.
 - c. Los Palmares Unit 3, Lot 2, Block 1 - 2.7385 acres Linear/Detention:
Situating in the City of Laredo, Webb County, Texas and being the Surface Estate Only in and to Lot Two (2), Block One (1), San Isidro Northeast Los Palmares Subdivision, Unit 3, according to plat thereof recorded in Volume 30, Pages 70-70A, Plat Records of Webb County, Texas, together with all improvements situated thereon.
 - d. Los Palmares Unit 3, Lot 2, Block 1 - 2.4388 acres-Detention:
Situating in the City of Laredo, Webb County, Texas and being the Surface Estate Only in and to Lot Two (2), Block One (1), San Isidro Northeast Los Palmares Subdivision, Unit 3, according to plat thereof recorded in Volume 30, Pages 70-70A, Plat Records of Webb County, Texas, together with all improvements situated thereon.
 - e. Los Palmares Unit 4, Lot 1, Block 10 - 0.9214 acres Park:
Situating in the City of Laredo, Webb County, Texas and being the Surface Estate Only in and to Lot One (1), Block Ten (10), San Isidro Northeast Los Palmares Subdivision, Unit 4, according to plat thereof recorded in Volume 31, pages 23-26, Plat Records of Webb County, Texas, together with all improvements situated thereon.
 - f. San Isidro Northeast Phase 11, Lot 12, Block 5 - 4.1657 acres-Greenbelt:
Situating in the City of Laredo, Webb County, Texas and being the Surface Estate Only in and to Lot Twelve (12), Block Five (5), San Isidro Northeast Phase 11, according to plat thereof recorded in Volume 32, Pages 14-15, Plat Records of Webb County, Texas, together with all improvements situated thereon.

II. FINANCIAL GUARANTEE

1. The Developer shall post a financial guarantee for 100% of the cost of those Park Improvements which have been approved by the City Engineering Department, but not yet completed.
2. This financial guarantee shall be filed with the City prior to plat recordation. The financial guarantee will be released after the following requirements are met:
 - a. Improvements must have been designed and constructed in accordance with the approved PS&E.
 - b. All Parkland upon which the improvements have been constructed has been dedicated as required under this ordinance.
 - c. All manufacturer warranties have been provided for any and all equipment.
 - d. Improvements must meet all applicable Federal, State, and local regulations as of the time of the approval of plans and specifications.
 - e. "AS-BUILT" drawings have been submitted, approved and accepted by the City Engineer.
 - f. A Certificate of Completion of the park improvements has been issued by the City Engineer which certifies all improvements have been inspected and completed and the City is ready to accept them.
3. Upon issuance of the Certificate of Completion by the City Engineer the City Manager or his designee shall release the financial guarantee. The developer shall remain liable to the City for any and all warranty repairs for one year pursuant to the certificate of warranty.
4. Developer shall be liable for any deficiency between the amount of the guarantee and the cost of completion of the installation of improvements and the amount of any warranty work.
5. The City may draw on the financial guarantee if:
 - a. Developer fails to complete the improvements in accordance with the approved PS&E.
 - b. Developer fails to dedicate the parkland on which the improvements are constructed.

III. PARK IMPROVEMENT FEES AND ELIGIBLE COSTS

1. Developer is obligated to pay \$371,776.00 in Park Improvement Fees as per ordinance. In lieu of payment of the \$371,776.00 in Park Improvement Fees, Developer agrees to improve the parkland (hereinafter "Park Improvements") in an amount equal to or exceeding the Park Improvement Fees of \$371,776.00.
2. Certain costs for Park Improvements (Eligible Costs) may be paid for with the Park Improvement Fees. The Eligible Costs must be reasonable and are subject to approval by City.

Eligible costs for which Park Improvement Fees may be used are as follow:

 - a. Engineering/Design fees for the preparation of the park improvement PS&E (plans,

specifications, estimates and construction schedule);

- b. Approved Park Improvement construction costs and park related on-site utilities, including water meter fees if any;
- c. Material costs;
- d. Cost of building permits.;
- e. Cost for issuance of financial guarantee, if any.

IV. PLANS, SPECIFICATIONS AND ESTIMATES (PS&E)

1. Within 60 calendar days of the effective date of this agreement, Developer shall prepare, or cause to be prepared, at its sole cost and expense, plans, specifications, estimates and construction schedule (hereinafter "PS&E") for the Park Improvements prior to starting any construction on the Park Improvements. Developer shall submit the PS&E to the City of Laredo Parks and Leisure Services Director and to the City of Laredo Engineer for review and approval. As part of the review, City shall ensure that all charges are reasonable and equivalent with the costs of similar projects and services within the City of Laredo. The Parks and Leisure Services Director and City Engineer shall review and return the PS&E to Developer within 15 calendar days of receipt approving said PS&E or requesting modifications, revisions or additional information.
2. If modifications, revisions or additional information is required Developer shall re-submit the PS&E within 10 calendar days. Parks and Leisure Services Director and City Engineer shall have 10 calendar days to review the modifications, revisions or additional information and either approve them or return them to Developer with final comments. Developer shall have 5 calendar days to respond and submit the final PS&E. Failure to timely submit PS&E is a material breach of this agreement enforceable by specific performance or any other remedy at law to which the City or Developer may be entitled.
3. Developer shall submit two (2) complete issued for construction sets of PS&E to City Engineering Department and request the scheduling of a pre-construction meeting. City shall issue notice to proceed within 5 calendar days of final approval of PS&E. Developer shall commence construction as per the approved construction schedule but in no event shall commencement of construction occur more than 90 calendar days from the notice to proceed. Developer agrees to complete, or cause to be completed, the Park Improvements at its sole cost and expense. Developer also agrees to obtain or cause to be obtained, all required permits and approvals from City and/or all other governmental agencies having jurisdiction over the construction of Park Improvements on the Property. Developer shall be responsible for paying, or causing to be paid, to City and all other governmental agencies the cost of all applicable permit fees and licenses required for construction of the Park Improvements.

V. PARK IMPROVEMENTS CONSTRUCTION

1. Developer agrees to supervise the construction of the Park Improvements (and City Engineering/Parks & Leisure shall inspect) and cause the construction to be performed:

- a. In a good and workmanlike manner; and
 - b. In accordance with the PS&E approved by the City; and
 - c. In accordance with federal, state and local laws and ordinances and this Agreement.
2. Developer shall, at its own cost and expense, maintain or cause to be maintained, the Park Improvements and all the other public improvements set out in the PS&E until the earlier of: (1) acceptance by the City Council of the City of Laredo or (2) one year after the issuance of the Certificate of Completion by City Engineer.
 3. Developer shall not dispose of any material whatsoever taken from the project site onto any areas not considered to be legal dump sites. Unless otherwise noted, no material, including dirt, is to be dumped or placed into any existing creek or channel.
 4. The cost of the Park Improvements and all other improvement expenses associated with the Park Improvements shall be funded through the use of Developer's own capital or through credit secured solely by the Developer in an amount not less than the Park Improvements Fee set out in III, Park Improvement Fees.
 5. Developer shall request construction progress meetings and final inspection from City Engineering. Developer shall submit written bi-monthly reports to City Engineer, starting no later than sixty (60) calendar days after the commencement of construction, and thereafter through the duration of the Project, on its construction progress and construction expenses until the project has been accepted by City.
 6. Upon completion of the Park Improvements, Developer shall submit certified invoices of actual Eligible Costs incurred by Developer to complete the Park Improvements.
 7. Developer shall diligently work to complete successfully any and all Park Improvements and the Park Improvements shall be completed within 6 months of the date on which notice to proceed was issued.
 8. Developer shall pay, or cause to be paid, monthly rates and charges for all utilities (such as water, electricity, and sewer services) used by Developer in regard to the development of the Project, the Property for all areas owned by Developer during construction of the Project, and for so long as Developer owns those areas.

VI. CITY'S RIGHT TO INSPECT

1. The Work covered by this contract shall at all times be subject to inspection by the City of Laredo authorized inspectors. "The Work " or "Work" shall mean whatever is done by or required of Developer to perform and complete its duties relating to the construction of the Park Improvements under this Contract, including, without limitation:

construction of the whole and all parts of the Park Improvements in full and strict conformity with this Contract;

the provision, furnishing and prompt payment of all labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling, other utilities and things required for the construction of the Project;

the procurement and furnishing of all necessary building permits and other permits required for the construction of the Project;

the creation and submission to City of detailed as-built drawings depicting all as-built construction;

the furnishing of any required financial guarantee, surety bonds and insurance as may be required;

the furnishing of all equipment and product warranties, manuals, test results and user guides required by the Contract or otherwise reasonably available to Developer.

2.

- a. The Developer shall furnish the City Inspector with every reasonable facility for ascertaining whether The Work performed is substandard and deviates from the requirements of the plans and specifications.
- b. The City Inspector shall have the authority to halt the construction of any portion of the work not meeting requirements until such time as said work has been corrected to the satisfaction of the Inspector and the City Engineer.
- c. City's normal working hours are Monday through Friday, not including Saturdays, Sundays, or legal holidays observed by the City, from 8:00 A.M. to 5:00 P.M.
- d. The Developer shall notify the City at least twenty-four (24) hours in advance for any work that is to be scheduled and shall not begin any such work scheduled unless proper inspection and/or testing has been pre-arranged with the City.
- e. For work scheduled beyond the limits of the City's normal working hours, Developer shall notify the City at least twenty-four (24) hours in advance of any work that is to be scheduled and the cost for inspection, beyond the City's normal working hours, will be borne by the Developer.
- f. Payment due for overtime inspection is expected to be paid within 10 business days of City's request for payment for inspections which occur beyond the City's normal working hours.

VII. POST CONSTRUCTION/CONVEYANCE

1. When Developer has completed the Park Improvements, Developer will submit to the City Engineer the following:
 - a. A written request for final inspection; and
 - b. All manufacturer warranties for any and all equipment; and
 - c. A written statement from the Engineer/Architect of record that the Park Improvements meet all applicable Federal, State, and local regulations as of the time of the approval of plans and specifications; and
 - d. "AS-BUILT" drawings; and

- e. Payment of any fees (i.e. inspection fees, etc.) due City.
 - f. Invoices of actual Eligible Costs incurred by Developer to complete the Park Improvements.
2. Within 5 calendar days of receipt of the complete Final Inspection Request City will conduct an inspection of the Park Improvements and:
- a. Within ten (10) calendar days of the Final Inspection issue a Certificate of Completion; or
 - b. City Engineer may issue a notice of incomplete or defective work and Developer shall have 10 business days to complete the Park Improvements and re-submit a Final Inspection Request. City Engineer may allow additional days for Developer to complete the Park Improvements.

VIII. WARRANTIES/CORRECTION OF DEFECTIVE WORK

1. Developer warrants and guarantees to City that all Work will be in accordance with the PS&E.
2. Developer shall transfer, or cause to be transferred, to City all warranties and guarantees received as part of normal trade practices.
3. Developer warrants the Project will be constructed in a good and workmanlike manner and free from defects in material and workmanship for a period of one year following the date of acceptance by the City Engineer. If any defects are found, Developer shall repair or replace any of the alleged defective work at its cost. The work to be corrected will be the particular area that is defective. Developer shall start corrective work within 14 business days after written notice from City. Developer shall have the option of repairing or replacing at its election.
4. When correcting defective Work under the terms of this agreement, Developer shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
5. Developer warrants and guarantees that title to all Work, materials, and equipment incorporated in the Project will pass to City no later than the time of acceptance by City free and clear of all Liens.
6. Developer hereby assigns (to the extent they are assignable) and conveys to City all manufacturers' and suppliers' warranties, together with operation instructions if available, on all goods, material, equipment incorporated in the Park Improvements. Developer has provided certain material, equipment, and goods that have been manufactured and or furnished by third party vendors, supply houses, lumberyards, distributors, and manufacturers ("products"). Developer will use its best efforts so that such products are new and purchased from reputable suppliers. Developer also agrees to properly install such materials.

IX. CONVEYANCE OF PROPERTY PROCEDURES

1. Once a Certificate of Completion has been issued, the City Parks and Leisure Services Director shall cause an item to be placed on the City Council Agenda, for the next available City Council meeting, for acceptance of the Parkland and Park Improvements by City Council.
2. Developer shall submit, to the City Parks and Leisure Services Director, 10 calendar days prior to the City Council meeting at which the acceptance will be considered, the following:
 - a. A fully executed deed conveying the Parkland to the City of Laredo, the form of which shall be approved by the City Attorney; and
 - b. Tax Certificates showing all ad valorem taxes have been paid; and
 - c. Proof that all liens have been extinguished and the property is free and clear of any encumbrances.

X. COVENANTS AND DUTIES

1. Developer is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas and the United States of America during any term of this Agreement.
2. The execution of this Agreement has been duly authorized by Developer's authorized agent, and the individual signing this Agreement is empowered to execute such Agreement and bind the entity. Said authorization, signing, and binding effect is not in contravention of any law, rule, regulation, or of the provisions of Developer's by-laws, or of any agreement or instrument to which Developer is a party to or by which it may be bound.
3. Developer is not a party to any bankruptcy proceedings currently pending or contemplated, and Developer has not been informed of any potential involuntary bankruptcy proceedings.
4. To its current, actual knowledge, Developer has acquired and maintained all necessary rights, licenses, permits, and authority to carry on its business in the City and will continue to use its best efforts to maintain all necessary rights, licenses, permits, and authority.
5. Developer and City shall timely and fully comply with all of the terms and conditions of this Agreement.
6. Developer and City shall cooperate and provide all necessary information to each other in complying with this Agreement.
7. In accordance with Texas Government Code section 2264.051 Developer certifies that it, and all branches, divisions or departments of Developer do not and will not knowingly employ an undocumented worker, as that term is defined in the section.
8. Inconsistencies. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or

otherwise, the provisions of this Agreement shall control.

9. 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.
10. Prohibition against Assignment. There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto.
11. 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.
12. Notices. All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid. Notices shall be sent to:

If to City of Laredo:
C/O City Manager
1110 Houston St.
Laredo, Texas 78040

With a copy to:
City of Laredo
Parks and Leisure Department
C/O Director
2201 Piedra China
Laredo, Texas 78043

If to Developer:
San Isidro Northeast, Ltd.
C/O Mr. Pat Murphy
Suite 201
9901 McPherson Rd.
Laredo, Texas 78045

13. 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.
14. Amendment. No changes to this Agreement shall be made except upon written agreement of both parties.

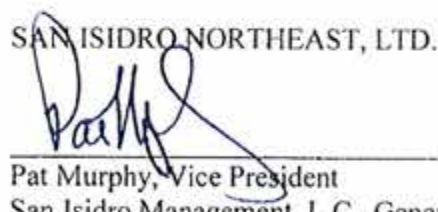
15. Headings. The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.
16. Waiver. The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any 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.
17. 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.
18. 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.
19. 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.
20. Immunity. City of Laredo 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.
21. Effective Date. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

CITY OF LAREDO.



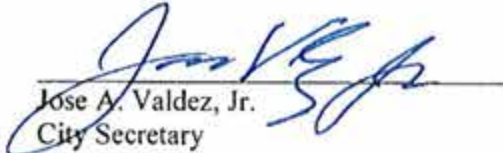
Horacio De Leon
City Manager

SAN ISIDRO NORTHEAST, LTD.

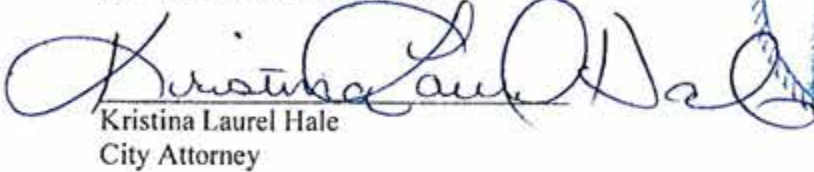


Pat Murphy, Vice President
San Isidro Management, L.C., General
Partner, on behalf of San Isidro
Northeast, Ltd.

ATTEST:


Jose A. Valdez, Jr.
City Secretary

APPROVED AS TO FORM:


Kristina Laurel Hale
City Attorney

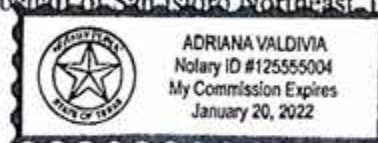


ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF WEBB §

This instrument was acknowledged before me on Feb. 05th, 2018, by Pat Murphy, Vice President of San Isidro Management, L.C., a Texas Limited Liability Company, General Partner, on behalf of San Isidro Northeast, Ltd., a Texas limited partnership.

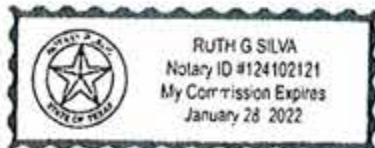



Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF WEBB §

This instrument was acknowledged before me on May 15, 2018, by Horacio De Leon, City Manager of the CITY OF LAREDO, a Home Rule City, on behalf of said City of Laredo.




Notary Public, State of Texas



CITY OF LAREDO

ENGINEERING DEPARTMENT



February 4, 2020

San Isidro Northeast, Ltd.
c/o Pat Murphy
9901 McPherson Ave., Ste. 104
Laredo, TX 78045

RE: Park Deferment Contract (Certificate of Completion)
San Isidro Northeast *Los Palmares Neighborhood Park*

To whom it may concern:

We are in receipt of completion of project in accordance with Section VII Post Construction/Conveyance per Parkland Deferment contract approved by City Council on January 24, 2018 for the improvements of the above referred.

Our office has also inspected said improvements and is satisfied that same have been constructed in accordance with approved plans and specifications.

In consideration of the above, we hereby accept the project as complete and on behalf of the City of Laredo accept the construction of the Park improvements conditioned on the one year warranty as submitted.

Sincerely,

Ramon E. Chavez, P.E.
City Engineer

Cc: Ramiro Ibarra, P.E., Slay Engineering
Engineering Department Files



CITY OF LAREDO

ENGINEERING DEPARTMENT

February 4, 2020

San Isidro Northeast, Ltd.
c/o Pat Murphy
9901 McPherson Ave., Ste. 104
Laredo, TX 78045

RE: Park Deferment Contract (Certificate of Completion)
San Isidro Northeast, Phase II Neighborhood Park

To whom it may concern:

We are in receipt of completion of project in accordance with Section VII Post Construction/Conveyance per Parkland Deferment contract approved by City Council on January 24, 2018 for the improvements of the above referred.

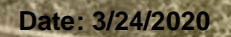
Our office has also inspected said improvements and is satisfied that same have been constructed in accordance with approved plans and specifications.

In consideration of the above, we hereby accept the project as complete and on behalf of the City of Laredo accept the construction of the Park improvements conditioned on the one year warranty as submitted.

Sincerely,

Ramon E. Chavez, P.E.
City Engineer

Cc: Ramiro Ibarra, P.E., Slay Engineering
Engineering Department Files



Park
2.2419 Acres

Detention Pond
5.1773 Acres

Park
0.92 Acre

**City of Laredo
Community Development Department
Real Estate Division
San Isidro Northeast Parkland "Exhibit C"**



City Council-Regular

Meeting Date: 04/06/2020

Initiated By: Robert A. Eads, Co-Interim City Manager

Staff Source: Ramon E. Chavez, P.E., City Engineer; Maria "Tina" Martinez, CD Director

SUBJECT

Consideration for approval to award a professional services contract to Sepulveda Associates Architects, Laredo, Texas, for an amount not to exceed \$526,819.70 for the design and preparation of plans and specifications for the Southern Hotel located at 1200 Matamoros. Design work is to be done on a fast track basis. Funding is available in the 2018 CDBG Grant - Project Number CD1802 and 2019 CDBG Grant - Project Number CD1902.

PREVIOUS COUNCIL ACTION

On November 4, 2019, City Council approved the selection of consultant Sepulveda Associates Architects, Inc., for the Southern Hotel Located at 1200 Matamoros and authorized to negotiate a professional services contract.

BACKGROUND

The original scope of services include, but are not limited to:

Rental Rehabilitation Program:

This project will consist of the rehabilitation, conversion and potential building footprint expansion of the existing historic structure. The building is owned by the City of Laredo and is located in downtown along the 1200 block of Matamoros and is commonly referred to as the Southern Hotel. The intent of this project is to provide for a multi-use building with commercial/retail at street level and mixed income rental housing units with 51% of the rental units being available to medium/low income households as per the Community Development Block Grant income guidelines approved by the Department of Housing and Urban Development (HUD) annually. It is the intent of the City to abide with the City's Comprehensive Plan and provide more rental housing alternatives to local citizens in the downtown area and to preserve this historic building.

Design work is to be done on a fast track basis.

Fee breakdown is as follows:

Task One - Assessment Phase	\$107,199.20
Task Two – Schematic Design Phase	\$50,621.20
Task Three – Design Development Phase	\$66,909.20
Task Four – Construction Document Phase	\$106,149.20
Task Five – Bidding and Negotiation	\$19,274.50
Task Six – Construction Observation Phase	\$128,773.70
Task Seven – Allowance (Unanticipated Services)	\$47,892.70
Total Fee	\$526,819.70

COMMITTEE RECOMMENDATION

N/A.

STAFF RECOMMENDATION

Approval of Motion.

Fiscal Impact

Fiscal Year: 2020
Budgeted Y/N?: Yes
Source of Funds: 2018 CDBG Grant
Account #: 211-8850-535-1446
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding is available as follows:

2018 CDBG Grant – Account No. 211-8850-535-1446- Project Number CD1802
 \$ 362,966
 2019 CDBG – Account No. 211-8950-535-1446 - Project Number CD1902
 \$163,853.70

Fiscal Year: 2020
Budgeted Y/N?: Yes
Source of Funds: 2019 CDBG Grant
Account #: 211-8950-535-1446
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Attachments

Proposal Submitted by Sepulveda Associates Architects



SEPULVEDA
ASSOCIATES
ARCHITECTS
INC.



February 4, 2020

Mr. Ramon Chavez, P.E.
Laredo City Engineer
City of Laredo Engineering Department
1110 Houston Street
Laredo, Texas 78042

***Re: Architectural/Engineering Fee Proposal
Southern Hotel Modernization and Exterior
Restoration / Mixed-Use Development Project
1200 Matamoros St., Laredo, Texas 78040***

Mr. Chavez,

Sepulveda Associates Architects, Inc. (SAA, Inc.) is honored to assist the City of Laredo in its efforts to revitalize downtown with the Southern Hotel Mixed-Use Development Project.

Enclosed is a breakdown of our fee proposal to provide architectural / engineering design services and financial consulting services to the City of Laredo Community Development / Municipal Housing program. Our scope, as defined by Community Development administrators, is to design an undetermined number of residential units with commercial and administrative spaces, and with the potential for adding square footage, to make the project financially feasible and successful in obtaining Section 103 loan funds from the Department of Housing and Urban Development.

DETAILED SCOPE:

SAA, Inc. will provide architectural, engineering and specialized consultant services that include, but are not limited to the following:

- Phase I - development of a preliminary architectural building assessment, a program of requirements, building history, building components assessment, building architectural survey and 3D Modeling, civil site survey, general proposed schematics – floor plan options, preparation and assistance with the City's Community Development's staff of the general application of HUD's Section 108 Loan Package to secure project financing and viability with assistance from our team financial consultants. The team will perform studies and recommendations for the present building overall structure, roof, walls, floors, and mechanical electrical and plumbing systems. SAA, Inc. will explore a possible expansion of the present footprint through schematics to develop options for consideration in generating additional revenue and increase downtown affordable housing units in unison with the developed City master plan.
- Phase II – Texas Historical Commission (THC) technical reviews, research, correspondence, and securing required approval, GSA's technical reviews, research,

2019 - Southern Hotel Project Fee 2-4-20

1820 HOUSTON ST. • LAREDO, TEXAS 78040
(956) 725-1985 FAX (956) 725-2396 E-MAIL: saainc@saarchitects.net

noise assessment abatement report and securing required approval, environmental materials / lead paint abatement recommendations implementation (assessment report by Owner per our notes), site and utility civil surveys, new architectural and engineering design, a building structural assessment with recommendations, preparation of the new schematic design. SAA, Inc. will explore a possible expansion of the present footprint through schematics (one or two schemes) to develop options for consideration.

- Phase III Financial consultants begin pro-forma studies and assistance with loan application package to the Department of Housing and Urban Development (HUD), project initial draft review by HUD staff and return for modifications/clarifications.
- Phase IV - Design Development, final cost estimate approval, approval from City staff and mid-way review by Texas Historical Commission. Development of an operational plan. Financing plan total loan application submitted to HUD.
- Phase V Upon authorization of funding from HUD, preparation of Construction Documents, incorporation of any additional THC recommendations.
- Phase VI Bidding and Negotiation, Contract Award for Construction to Begin. Schedule for remaining HUD reports, follow-up, assistance with project marketing, construction observation and closeout.

SAA, Inc. will coordinate all phases of work with the Community Development Staff, City Engineering Staff, and coordinate with the Laredo Utilities and Building Development Services Departments as needed to address issues and/or other matters relevant to the orderly completion of the work.

PROJECT SITE:

The proposed elderly rental apartment project is located at 1200 Matamoros Street, LOT 8 AND THE EAST 20' OF LOT 9 AND LOT 3 AND THE EAST 20' OF LOT 2, BLOCK 73, WESTERN DIVISION in Downtown Laredo and is owned by the City of Laredo. We assume the site is properly platted and zoned for the new application and building type. A civil survey, with utility and topography information will be included in our A&E services, but no new platting or zoning change services are included in this proposal.

PRELIMINARY PROGRAM OF REQUIREMENTS:

The building project shall consist of the preliminary program spaces containing housing units to be determined with possible Efficiency/Studio, or 1 Bedroom/1 Bathroom or combination with the required ADA accessible units approximately 450 to 750 square feet each in size. The apartments will be designed to include a living room, full kitchen with dining bar (to include full size refrigerator, sink, slide in range, and small pantry), full size bathroom (vanity, water closet) with shower enclosure (water heater with access above shower unit), bedroom area or room with storage closet, and if possible general storage. Each floor will contain elevator access, elevator mechanical room, a custodial/storage room, a washer & dryer space, sprinkler room, and mechanical / electrical room with fire rated staircases at both ends of the corridors leading with access to the exterior of the building. We understand that the units and tenants will not require parking spaces and driveway. At least 5% of each unit type will be required to comply with the ADA standards. All program requirements will be reviewed and finalized with appointed contact(s) prior to starting design schematics.

TEAM CONSULTANTS:

- **SAA, INC.** will include the following consultants:
- **Economic & Planning Systems, Inc. (EPS)**
Services include assistance with the financial data, analysis and reports needed for a successful HUD Section 108 loan application as developed through site visits, market research, interviews and information from SAA, Inc., local real estate professionals, and City staff. Data collected and analyzed will include fair market rents, identification of hard and soft costs, loan financing fees, identification of number of project units, household income affordability levels, market studies. Deliverables will include a construction and operating Pro Forma, a technical memorandum that details the information collected, identifies sources and uses, as well as a delineation of factors and assumptions used in the development of the construction costs, and operating revenues. The technical memo will also include information on other proposed or committed funds, estimated revenue and expenses, repayment sources for Section 108 loan, principal only repayments schedule, proposed collateral (the value of the building as well as CDBG annual funds.) The Model will be developed at the assessment phase for the initial HUD review of the Section 108 loan application, and will be updated at the Bidding and Close Out Phases.
- **Howland Engineering and Surveying Co.**
Professional services for research and design of utility service connections (water, sewer, fire protection), Land Surveying, (no site grading, and platting anticipated and included). *As an option a separate fee is being offered if the Owner provides direction for the building footprint to be expanded which would likely require additional underground site utilities from Houston Street.*
- **Synergy Structural Engineering, Inc.**
Professional Structural Report (based on visual observations) with recommendations for code requirements, design of elevator pit foundation, and hoist way, 2nd / 3rd floor framing modifications, emergency stairs, and general 2nd / 3rd floor joists and decking required structural modifications. *As an option a separate fee is being offered if the Owner provides direction for the building footprint to be expanded which would require a separate foundation, wall, floor and roof framing.*
- **NRG Engineering, Inc.**
Professional services for design of Mechanical / Electrical / Plumbing systems. *As an option a separate fee is being offered if the Owner provides direction for the building footprint to be expanded which would require the additional MEP requirements.*
- **WJHW, Inc.**
Acoustical abatement design recommendations to satisfy HUD regional environmental noise analysis current DNL for the site will be included as required. *An option for additional services fee is included if the footprint is expanded.*

Note: No environmental – asbestos abatement report services are included in this proposal and will be provided by the Owner as directed. SAA, Inc. will include the scope of abatement recommendations as part of project construction cost.

COMPENSATION:

SAA, Inc. proposes to be compensated for the assessment, design, technical drawings, bidding documents, specifications, construction administration services with production printing, and ADA/TAS (exempt) review and inspections, a total of \$526,819.70 (Includes 10% allowance for unanticipated services) as herein provided (See attached breakdown -

spreadsheet). This fixed fee includes the *architectural, surveying, civil, mechanical, plumbing, electrical, coordination with THC, noise abatement and the financial consultant disciplines*. Compensation during the design phases Tasks 1 - 5 shall be made at the end of every month and/or at the conclusion of each service phase whichever comes first, plus the reimbursable expenses incurred during the billing period. Also, Task 6 will be billed monthly based on the general contractor's construction phase progress percentage billings. *As an option, SAA, Inc. proposes professional services fees of \$220,020.00 for the expansion of the present building footprint.*

Basic Fee Total A/E Compensation Pay and Task Schedule is proposed:

Task One:	Assessment Phase	\$107,199.20	150-210 Cal. Days
Task Two:	Schematic Design Phase	\$ 50,621.20	60 – 90 Cal. Days
Task Three:	Design Development Phase	\$ 66,909.20	60 – 90 Cal. Days
Task Four:	Construction Document Phase	\$106,149.20	60 – 90 Cal. Days
Task Five:	Bidding and Negotiation	\$ 19,274.50	30 - 60 Cal. Days
Task Six:	Construction Observation Phase	<u>\$128,773.70</u>	360 – 420 Cal. Days
Total Basic Services Fees		\$478,927.00	
Task Seven	Allowance (Unanticipated Services)	\$ 47,892.70	
Total with Allowance		\$526,819.70*	

**Note: See attached fee breakdown – spread sheet.* We request that no retainage be placed on our services during our phased billings as this is not a standard in the professional services industry.

As an Option Design Add Alternate, SAA, Inc. has included an additional service fee for the project to have an expanded footprint, if directed by the Owner:

Task One:	Assessment Phase	\$ 0.00	(Service included abv.)
Task Two:	Schematic Design Phase	\$ 33,003.00	Add 30 Cal. Days
Task Three:	Design Development Phase	\$ 44,004.00	Add 30 Cal. Days
Task Four:	Construction Document Phase	\$ 88,008.00	Add 30 Cal. Days
Task Five:	Bidding and Negotiation	\$ 11,001.00	
Task Six:	Construction Observation Phase	<u>\$ 44,004.00</u>	Add 60 – 90 C. Days
Total		\$220,020.00*	

Additional Consultant Fees: In anticipation of uncovered-unanticipated site conditions or additional reports which may be required by City, State and Federal authorities, environmental or historical agencies, or the mitigation of risk from unforeseen site conditions, a sum of 10% of the Basics Services Fee \$47,892.70 is set aside for additional professional services amount as needed. This allowance amount will be reserved for approval by the Owner.

PRINTING / ECOPIES

SAA, Inc. will provide the required one set of record plans as provided by the contractor on Mylar film, 5 hard copies (bond paper) of the plans and specs and 20 CDs of the complete Acrobat PDF electronic files of the final set of plans and specifications for the Owner's use at the bidding phase.

SUMMARY COMPENSATION FEE SUMMARY:

1. Basic Compensation:	\$478,927.00
2. Option / Expansion Design Alternate	\$220,020.00
3. Fee Allowance:	<u>\$ 47,892.70</u>
Total Fee with Items No. 2, 3 above:	<u>\$746,839.70</u>

SERVICES NOT INCLUDED:

- SAA, Inc.'s services *do not include the required on-site quality construction testing and monitoring services*. We prefer that the Owner select, assign and compensate this lab consultant for this service.
- SAA, Inc. does not include services for re-platting or zoning changes and the required environmental – asbestos abatement report.
- No additional fees, at this time, for *unforeseen or anticipated* structural, MEP design and assessment beyond basic items described in services under “Consultants” above.
- No additional fees beyond described in the fee proposal.

REIMBURSABLE EXPENSES:

We propose to be compensated for reimbursable expenses at 1.10 times the actual expense incurred by Sepulveda Associates Architects, Inc. Reimbursable expenses include, but may not be limited to the following items: (All items will require an amendment to our Formal Agreement)

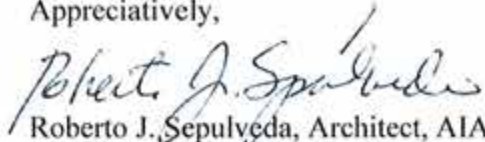
- Travel expenses, food and lodging, and transportation outside the Laredo city limits with advanced approval by Owner at cost plus 1.10,
- Special mailing or shipping expenses of printed data, drawings, samples, etc. at cost plus 1.10,
- Reproduction of printed data, plans and specs, other than inter-team consultant coordination printings. *SAA, Inc. will provide a total of 5 full sets of hard copy plans (bond paper) and specs, and 20 CD copies, at the Bidding Phase. A records as-built set on mylar film with mark ups as provided by the general contractor.* Any additional sets billed at commercial rates plus 1.10,
- * Major progress CAD plotting and/or printing at the end of each phase or review milestones are included in the cost of the basic services. *Major drawing changes after approvals* will be charged at per architect's and respective consultant's hourly rates, additional plotting, or printing multiple sets of documents will be charged at the current commercial printing rates plus 1.10.

SEPULVEDA ASSOCIATES ARCHITECTS, INC., takes great pride in giving personal attention to individual projects, from early consultation with clients to determine needs and objectives, to observation of the construction project to ensure that the client's needs and objectives are successfully met.

We are thankful that the City of Laredo has awarded **Sepulveda Associates Architects, Inc.** for architectural and engineering services for the *Southern Hotel Project*. Please contact us if you require additional information. SAA, Inc. looks forward to working with you, Ms. Maria “Tina”

Martinez, Acting Director of the Community Development; Municipal Housing and the City Engineering appointed staff on this historical and exciting downtown project!

Appreciatively,



Roberto J. Sepulveda, Architect, AIA
President, Sepulveda Associates Architects, Inc.

Attachments: SAA, Inc. Fee Breakdown dated 2-5-20

Copy: Maria "Tina" Martinez, Acting Director, City of Laredo Community Development Department



City of Laredo,
Community Development Department
Southern Hotel Modernization and Exterior Restoration
1200 Matamoros, Street
Laredo, Texas

**ARCHITECTURAL AND ENGINEERING PROFESSIONAL SERVICES
SOUTHERN HOTEL PROJECT - 1200 MATAMOROS STREET**

ASSESSMENT PHASE					
Architectural					
	Classification	Rate	Hours	Cost	Subtotal
Architect		\$ 175.00	40.00	\$ 7,000.00	
Assoc. Architect		\$ 125.00	12.00	\$ 1,500.00	
CADD Tech. I		\$ 110.00	155.00	\$ 17,050.00	
CADD Tech. II		\$ 95.00	32.00	\$ 3,040.00	
CADD Tech. III		\$ 85.00	32.00	\$ 2,720.00	
Cost Estimating		\$ 100.00	32.00	\$ 3,200.00	
Writer/Researcher/Admin Mngr for HUD & THC		\$ 125.00	95.00	\$ 11,875.00	
Clerical		\$ 65.00	32.00	\$ 2,080.00	
Supplies, plots, printing, etc.				\$ 900.00	
Architectural Assessment					\$ 49,365.00
Architectural Survey - Reconfirmation					\$ 4,150.00
Architectural HUD Submission Package Draft 1 & 2					\$ 3,850.00
Structural Assessment		\$ 3,500.00	100%	\$ 3,500.00	\$ 3,500.00
Civil - Task 1&2 Research, Set Up, Coord.		\$ 3,500.00	110%	\$ 3,850.00	\$ 3,850.00
Civil - Task 3&4 Prelim W/SS/STM/FL & Cost Est.		\$ 3,500.00	110%	\$ 3,850.00	\$ 3,850.00
MEP Assessment & Recommendations		\$ 4,000.00	110%	\$ 4,400.00	\$ 4,400.00
Financial Consultant		\$ 42,745.00	60%	\$ 25,647.00	\$ 25,647.00
Sound Abatement - Assessment Report		\$ 14,312.00	60%	\$ 8,587.20	\$ 8,587.20
TOTAL ASSESSMENT PHASE					\$ 107,199.20
SCHEMATIC DESIGN PHASE					
Architectural					
	Classification	Rate	Hours	Cost	Subtotal
Architect		\$ 175.00	32.00	\$ 5,600.00	
Assoc. Architect		\$ 125.00	0.00	\$ -	
CADD Tech. I		\$ 110.00	110.00	\$ 12,100.00	
CADD Tech. II		\$ 95.00	24.00	\$ 2,280.00	
Cost Estimating		\$ 100.00	24.00	\$ 2,400.00	
Writer/Researcher/Admin Mngr for HUD & THC		\$ 115.00	60.00	\$ 6,900.00	
Clerical		\$ 65.00	24.00	\$ 1,560.00	
Supplies, plots, printing, etc.				\$ 900.00	
Architectural					\$ 31,740.00
Civil - Prelim Utility Design		\$ 36,840.00	15%	\$ 5,526.00	\$ 5,526.00
Structural - Prelim Design		\$ 22,500.00	15%	\$ 3,375.00	\$ 3,375.00
Financial Consultant		\$ 42,745.00	20%	\$ 8,549.00	\$ 8,549.00
Sound Abatement - Recommendations Report		\$ 14,312.00	10%	\$ 1,431.20	\$ 1,431.20
TOTAL SCHEMATIC DESIGN PHASE					\$ 50,621.20
DESIGN DEVELOPMENT PHASE					
Architectural					
	Classification	Rate	Hours	Cost	Subtotal
Architect		\$ 175.00	32.00	\$ 5,600.00	
Assoc. Architect		\$ 125.00	0.00	\$ -	
CADD Tech. I		\$ 110.00	110.00	\$ 12,100.00	
CADD Tech. II		\$ 95.00	20.00	\$ 1,900.00	
Writer/Researcher/Admin Mngr for HUD & THC		\$ 115.00	40.00	\$ 4,600.00	
Clerical		\$ 65.00	24.00	\$ 1,560.00	
Supplies, plots, printing, etc.				\$ 900.00	
Architectural					\$ 26,660.00
Civil - Prelim Utility Design		\$ 36,840.00	20%	\$ 7,368.00	\$ 7,368.00
Structural - Prelim Design		\$ 22,500.00	20%	\$ 4,500.00	\$ 4,500.00
MEP - Prelim Design		\$ 77,000.00	35%	\$ 26,950.00	\$ 26,950.00

**ARCHITECTURAL AND ENGINEERING PROFESSIONAL SERVICES
SOUTHERN HOTEL PROJECT - 1200 MATAMOROS STREET**

Sound Abatement - Prelim Design	\$ 14,312.00	10%	\$ 1,431.20	\$ 1,431.20
TOTAL DESIGN DEVELOPMT PHASE				\$ 66,909.20
CONSTRUCTION DOCUMENT PHASE				
Architectural				
Classification	Rate	Hours	Cost	Subtotal
Architect	\$ 175.00	65.00	\$ 11,375.00	
Assoc. Architect	\$ 125.00	0.00	\$ -	
CADD Tech. I	\$ 110.00	160.00	\$ 17,600.00	
CADD Tech. II	\$ 95.00	24.00	\$ 2,280.00	
Writer/Researcher/Admin Mngr for HUD & THC	\$ 115.00	40.00	\$ 4,600.00	
Cost Estimating	\$ 130.00	12.00	\$ 1,560.00	
Clerical	\$ 50.00	24.00	\$ 1,200.00	
Supplies, plots, printing, etc. includes 6 final sets hard copies			\$ 1,500.00	
Architectural				\$ 40,115.00
Civil - Utilities Final	\$ 36,840.00	45%	\$ 16,578.00	\$ 16,578.00
Structural - Tech Dwgs	\$ 22,500.00	45%	\$ 10,125.00	\$ 10,125.00
MEP - Tech Dwgs	\$ 77,000.00	45%	\$ 34,650.00	\$ 34,650.00
Sound Abatement - Final Design	\$ 14,312.00	10%	\$ 1,431.20	\$ 1,431.20
ADA Review Only (exempt from filing to TDLR)	\$ 3,250.00	100%	\$ 3,250.00	\$ 3,250.00
TOTAL CONSTRUCTION DOCUMENT PHASE				\$ 106,149.20
BIDDING AND NEGOTIATION PHASE				
Architectural				
Classification	Rate	Hours	Cost	Subtotal
Architect	\$ 175.00	32.00	\$ 5,600.00	
Assoc. Architect	\$ 125.00	0.00	\$ -	
CADD Tech. I	\$ 110.00	32.00	\$ 3,520.00	
CADD Tech. II	\$ 95.00	0.00	\$ -	
Writer/Researcher/Admin Mngr for HUD & THC	\$ 115.00	40.00	\$ 4,600.00	
Clerical	\$ 65.00	12.00	\$ 780.00	
Supplies, printing, etc.			\$ 500.00	
Architectural				\$ 15,000.00
Financial Consultant	\$ 42,745.00	10%	\$ 4,274.50	\$ 4,274.50
TOTAL BIDDING AND NEGOTIATION PHASE				\$ 19,274.50
CONSTRUCTION OBSERVATION (15 months)				
Architectural				
Classification	Rate	Hours	Cost	Subtotal
Architect	\$ 175.00	240.00	\$ 42,000.00	
Assoc. Architect	\$ 125.00	24.00	\$ 3,000.00	
CADD Tech. I	\$ 110.00	240.00	\$ 26,400.00	
CADD Tech. II	\$ 95.00	40.00	\$ 3,800.00	
Writer/Researcher/Admin Mngr for HUD & THC	\$ 115.00	120.00	\$ 13,800.00	
Clerical	\$ 65.00	80.00	\$ 5,200.00	
Supplies, printing, 1 mylar set, 2 CDs, etc.			\$ 1,600.00	
Architectural				\$ 95,800.00
Civil - Utilities	\$ 36,840.00	20%	\$ 7,368.00	\$ 7,368.00
Structural	\$ 22,500.00	20%	\$ 4,500.00	\$ 4,500.00
MEP	\$ 77,000.00	20%	\$ 15,400.00	\$ 15,400.00
Sound Abatement - Final Design	\$ 14,312.00	10%	\$ 1,431.20	\$ 1,431.20
Financial Consultant	\$ 42,745.00	10%	\$ 4,274.50	\$ 4,274.50
TOTAL CONSTRUCTION OBSERVATION PHASE				\$ 128,773.70

**ARCHITECTURAL AND ENGINEERING PROFESSIONAL SERVICES
SOUTHERN HOTEL PROJECT - 1200 MATAMOROS STREET**

TOTAL A & E FEES			
TOTAL ASSESSMENT PHASE		\$	107,199.20
TOTAL SCHEMATIC DESIGN PHASE		\$	50,621.20
TOTAL DESIGN DEVELOPMENT PHASE		\$	66,909.20
TOTAL CONSTRUCTION DOCUMENT PHASE		\$	106,149.20
TOTAL BIDDING AND NEGOTIATION PHASE		\$	19,274.50
TOTAL CONSTRUCTION OBSERVATION PHASE		\$	128,773.70
TOTAL FOR RESTORATION AND MODERNIZATION		\$	478,927.00
SUMMARY			
Architectural (Includes \$6,300.00 for supplies, printing plans & specs, office plots)		\$	266,680.00
Civil (Includes Reimb fee for SAA)		\$	44,540.00
Structural Engineering		\$	26,000.00
MEP Engineering		\$	81,400.00
Sound Abatement Consultant		\$	14,312.00
Financial Consultant		\$	42,745.00
TAS - ADA HC Registration, Filing, Review, Inspection Fees		\$	3,250.00
TOTAL FOR RESTORATION AND MODERNIZATION		\$	478,927.00
FEE ALLOWANCE FOR UNANTICIPATED SERVICES	10%	\$	47,892.70
PROPOSED TOTAL TEAM FEES WITH ALLOWANCE		\$	526,819.70
ADDITIONAL FEE - BUILDING EXPANSION / NEW HOUSING WING			
(Assume 25'x100'x3 storys with connecting circulation = 9,500 SF)			
9500 sf x \$240 = \$2,280,000 x 9.5% = 216,600.00	9500	\$ 240.00	\$ 2,280,000.00 9.65%
Fee includes Architectural, Geo-tech, Civil, Structural, MEP, Sound Abatement, Financial Consultant			
TOTAL SCHEMATIC DESIGN PHASE		\$	33,003.00
TOTAL DESIGN DEVELOPMENT PHASE		\$	44,004.00
TOTAL CONSTRUCTION DOCUMENT PHASE		\$	88,008.00
TOTAL BIDDING AND NEGOTIATION PHASE		\$	11,001.00
TOTAL CONSTRUCTION OBSERVATION PHASE		\$	44,004.00
TOTAL FOR EXPANDED FOOTPRINT		\$	220,020.00
PROPOSED TOTAL TEAM FEES WITH ALLOWANCE AND BUILDING EXPANSION OPTION		\$	746,839.70

City Council-Regular**Meeting Date:** 04/06/2020**Initiated By:** Robert A. Eads, Co-Interim City Manager**Staff Source:** Ramon E. Chavez, P.E., City Engineer; Juan J. Gomez, Jr., Parks and Recreation Director

SUBJECT

Consideration for approval to award a construction contract to the lowest responsible responsive bidder Quantcorp Construction, LLC., Laredo, Texas in the amount of \$168,800.00 for the Jose & Alicia Garza Park Basketball Metal Shade with a construction contract time of ninety (90) working days; and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents. After a notice to proceed is issued, estimated completion date for the project is scheduled for July 2020. Funding is available in the 2017 and 2018 CO Bond District Priority Funds – Project Number D12003.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The project consists of a metal canopy structure with approximate structure dimensions (66' x 100') installed over existing reinforced concrete basketball court. Also includes installation of lights and galvanized one (1) inch hexagonal wire mesh 20 gauge to control the migration of birds located at Cielito Lindo Boulevard.

Plans and specifications were prepared by in-house by Engineering Department staff.

Eight (8) bids were received at the City Secretary's Office at 4:00 P.M. on Thursday, March 5, 2020, and publicly opened, read, and taken under advisement on Friday, March 5, 2020, at 11:00 A.M. as follows:

Contractor (s)	Base Bid	Additive Alternate (Concrete Curb & Gutter and Chain Link Fence)
Quantcorp Construction, LLC. Laredo, Texas	\$138,196.80	\$30,603.20
R&A Construction, LLC. Laredo, Texas	\$161,456.00	\$10,420.00

Zertuche Construction, LLC. Laredo, Texas	\$165,877.39	\$22,520.28
ALC Construction Co., Inc. Laredo, Texas	\$172,532.00	\$23,020.00
Rodolfo Veliz Construction Laredo, Texas	\$174,700.00	No Bid
Mage 4Group, Ltd. Laredo, Texas	\$185,080.00	\$9,800.00
ABBA Construction, LLC. Laredo, Texas	\$211,136.00	\$10,168.00
Davila Construction, LLC. Laredo, Texas	\$215,000.00	\$16,856.00

The bid and bid bonds were checked and found to be in order. Staff recommends award in the amount of \$168,800.00 to Quantcorp Construction, LLC., Laredo, Texas.

Construction contract time is ninety (90) working days after notice to proceed is issued. Completion date for the project is scheduled for July 2020.

COMMITTEE RECOMMENDATION

N/A.

STAFF RECOMMENDATION

Approval of Motion.

Fiscal Impact

Fiscal Year: 2020
Budgeted Y/N?: Yes
Source of Funds: 2017 CO Bond
Account #: 471-3118-555-9301
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding is available as follows:

2017 CO Bond District Funds – Account No. 471-3118-555-9301 – Project Number D12003

2018 CO Bond District Funds – Account No. 472-3118-555-9301 – Project Number D12003

Fiscal Year: 2020

Budgeted Y/N?: Yes
Source of Funds: 2018 CO Bond
Account #: 472-3118-555-9301
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Attachments

Bid Submitted by Quantcorp Construction, LLC.

QUANTCORP CONSTRUCTION LLC
6420 POLARIS DR. STE#1
LAREDO, TEXAS - 78041



Jose & Alicia Garza Park Basketball Metal Shade.

2020

CIELITO LINDO BOULEVARD
BID OPENING DATE: 3/6/2020

ATTEN: The city of Laredo, Texas.
Honorable Pete Saenz, Mayor.



#8

CITY OF LAREDO

Jose & Alicia Garza Park Basketball Metal shade Project

Required Submission of One original of the Bid Proposal Package approximate Eleven (11) Sheets and Initial & date acknowledgement of: Addenda if any, Wage Determination, Labor Provisions, and Affirmative Actions Programs if required

COVER PAGE FOR BID PROPOSAL

SECTION A-4

BID PROPOSAL

To: The City of Laredo, Texas

Honorable Pete Saenz, Mayor

From: Quantecorp Construction, LLC
Contractor

Address: 6420 Polaris Dr. Suite 1
Phone: 956 568-2846
Fax:

Project: Jose & Alicia Garza Park Basketball Metal Shade

Pursuant to Notice to Bidders, the undersigned bidder hereby proposes to furnish the labor, materials, and equipment in accordance with the plans and specifications, general conditions of the agreement, special provisions of the Agreement, and Addenda, if any. The bidder binds himself upon acceptance of his proposal to execute a contract and bonds accompanying form of performing and completing the said work within the time stated as required by the detailed specifications at the following unit prices. The quantities shown below are based on the Engineer's estimate of quantities and it is agreed that the quantities may be increased or diminished, and may be considered necessary in the opinion of the City of Laredo, Texas to complete the work fully as planned and contemplated, and that all quantities of work, either increased or decreased, are to be performed at the unit prices set forth below (except as provided in the General Conditions of the Agreement or the specifications, the contract documents).

Acknowledgment of Addenda: (Please initial and date):

Addendum No. 1: JSV 2/24/2020

Addendum No. 2: _____

Addendum No. 3: _____

Addendum No. 4: _____

Addendum No. 5: _____

Acknowledgment of other documents: (Please initial and date):

Wage Determination

Labor Provisions: JSV

Affirmative Action Program JSV

INFORMATION TO CONTRACTORS

PROJECT: Jose & Alicia Garza Park Basketball Metal Shade

The Contractor's attention is directed to Special Provision 000-6233, "Important Notice to Contractors", and "Statement of Materials and Other Charges" which will be included in all projects, beginning with the September, 1991 letting. These establish the procedures whereby the Contractor will be permitted to obtain an exemption from the sales tax on certain materials. See Comptroller's Rule 3.291 and Texas Tax Code, Chapter 151, as amended by House Bill Number 11, acts 1991, 72nd Legislature, First Called Session. The Contractor will be required to separate the charges for materials from all other charges. Also the Contractor must issue resale certificates to suppliers. Sales tax permit applications and information regarding resale certificates may be obtained by calling the State Comptrollers' toll free number 1-800-252-5555.

SPECIAL PROVISION
No. 000-6233
IMPORTANT NOTICE TO CONTRACTORS

The Contractor's attention is directed to Rule 3.291, paragraphs (a) (1), defining separated contracts, subsection (b) (3) discussing separated contracts, and subsection (c) discussing exempt contracts. Reference: Texas Tax Code, Chapter 151.

Contractors should note those organizations in subsection (c) that the rule shows as being exempt no longer qualify for the exemption. The rule states that contractors improving realty for organizations listed in Texas Tax Code 151.309 and 151.310 are exempt from tax. THIS IS NO LONGER TRUE EFFECTIVE WITH CONTRACTS SIGNED ON OR AFTER AUGUST 15, 1991.

Only those contracts with school districts and nonprofit hospitals qualify
for the exemption discussed in subsection (c) of Rule 3.291.

The Comptroller is amending the rule to reflect this change.

If the low bidder elects to operate under a separated contract as defined by Rule 3.291, by obtaining the necessary permits from the State Comptroller's office allowing the purchase of materials for incorporation in this project without having to pay the Limited Sales and Use Tax at the time of purchase, the low bidder shall identify separately from all other charges the total agreed contract price for materials incorporated into the project. This form shall be filled out by the low bidder in each of the two bound copies of the contract. Total materials shall only include materials physically incorporated into the realty.

In order to comply with the requirements of Rule 3.291, as mentioned above, it will be necessary for the Contractor to obtain a sales tax permit.

It will also be necessary that the contractor issue resale certificates to his suppliers.

Sales tax application for a sales tax permit and information regarding resale certificates may be obtained by writing to:

Comptroller of Public Accounts
Capital Station
Austin, Texas 78774

The Contractor may also receive information or request sales tax permit applications by calling the State Comptrollers' toll free number 1-800-252-5555.

Subcontractors are eligible for sales tax exemption if the subcontract is made in such manner that the charges for materials is separated from all other charges. The procedure described above will effect a satisfactory separation. When subcontractors are handled in this manner, the Contractor must issue a resale certificate to the subcontractor and the subcontractor, in turn, must issue a resale certificate to his supplier.

STATEMENT OF MATERIALS AND OTHER CHARGES

PROJECT: Jose & Alicia Garza Park Basketball Metal Shade

MATERIALS INCORPORATED INTO THE PROJECT:	<u>\$ 79,654.17</u>
ALL OTHER CHARGES:	<u>\$ 89,145.83</u>
*TOTAL:	<u>\$ 168,800.00</u>

*This total must agree with the total figure shown in the Item and Quantity Sheets in the bound contract.

For purposes of complying with the Texas Tax Code, the Contractor agrees that the charges for any material incorporated into the project in excess of the estimated quantity provided for herein will be no less than the invoice price for such material to the Contractor.

NOTE: ONLY THE COPY OF THIS FORM IN THE BOUND CONTRACTS IS TO BE FILLED OUT.

**INFORMATION FROM BIDDERS
MUST BE COMPLETED AND SUBMITTED WITH BID PROPOSAL**

Project: Jose & Alicia Garza Park Basketball Metal Shade

Statement of Qualifications: (Similar Projects Completed by Bidder)

1. Name of Project: CLEAR CHOICE ER
Value of Contract: \$ 5,494,988.00
Date Completed: FEBRUARY 2019
2. Name of Project: IG WTA
Value of Contract: 6,967,729.00
Date Completed: JANUARY 2019
3. Name of Project: LAREDO FIRST ASSEMBLY CHURCH
Value of Contract: \$ 4,880,980.00
Date Completed: DECEMBER 2015

Experience Data: (Include name and experience record of the Superintendent)

JUAN JOSE VAZQUEZ

- 20 YEARS OF EXPERIENCE ON COMMERCIAL AND INDUSTRIAL PROJECTS-

Financial Status: A confidential financial statement will be submitted by the apparent successful low Bidder only if the Owner deems it necessary.

NOTE: TO BE SUBMITTED UPON REQUEST

IS NOT AN ACCEPTABLE ANSWER.

Project: Jose & Alicia Garza Park Basketball Metal Shade

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}

COUNTY OF WEBB {}

Abraham Q. Gonzalez
being first duly sworn, deposes and says

That he is President
(a Partner or Officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

[Signature]
Signature of (Print and Sign)

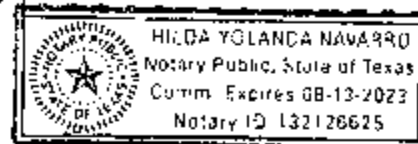
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 4 day of March, 2020

My Commission expires

08 13 2023

[Signature]
Notary Public



Project: Jose & Alicia Garza Park Basketball Metal Shade

Proposed Progress Schedules: (NEXT PAGE)

Data on Equipment to be used on the Work: (Include the number of machines, the type, capacity, age and conditions and location) (NEXT PAGE)

Subcontractors: (Submit a list of proposed Subcontractors. List sources, types and manufacturers of proposed materials) (NEXT PAGE)

NOTE: TO BE SUBMITTED UPON REQUEST
IS NOT AN ACCEPTABLE ANSWER.



PROGRESS SCHEDULE

Jose & Alicia Garza Park Basketball Metal Shade

1. Safety fence installation – 2 Days
 2. Foundation (piers) – for steel structure – 10 Days
 3. Valley Gutter – 5 days
 4. Steel structure erection & metal deck – 30 Days
 5. Insulation and chicken wire mesh – 15 days
 6. Electrical installation – 20 days
 7. Cyclone fence – 7 days
 8. Final clean up – 1 day
- Total = 90 days



LIST OF EQUIPMENT

Jose & Alicia Garza Park Basketball Metal Shade

1. Back hoe 4165 – CATERPILLAR
2. Telehandler 40 ft – GENIE
3. Scissor lift 36 ft – GENIE



LIST OF SUBCONTRACTORS

Jose & Alicia Garza Park Basketball Metal Shade

Subcontractor: GARZA'S FENCE, CO.

Type of work: Fence

Manufacturer: As per specs.

Subcontractor: NUCOR BUILDING SYSTEMS

Type of work: Steel structure

Manufacturer: Nucor building systems

Subcontractor: JUAN MANUEL REYES DBA & BROTHERS

Type of work: Steel structure erection, insulation and chicken wire mesh installation

Manufacturer: N/A

Subcontractor: LAREDO PRO-PAINTERS, LLC.

Type of work: Steel structure paint

Manufacturer: Sherwin Williams

Subcontractor: LAREDO LIGHT, LLC.

Type of work: Electrical

Manufacturer: As per specs.

Subcontractor: IN HOUSE

Type of work: Concrete

Manufacturer: Laredo Ready Mix.

No.	QTY	Unit	City of Laredo Engineering Department Propose Bid Schedule for "Jose & Alicia Park Basketball Metal Canopy Project"	Unit Price in numbers	Total Price
1	1	LS	Base Bid 66' x 100' Metal Structure with Metal Roof and 5' Perimeter siding Furnish all labor, equipment, material and all other items necessary to erect one metal canopy in place, including all concrete footings, Chain Link Perimeter safety fence and any other additional concrete illustrated on the plans, removing, disposing and replacing of any obstruction as necessary, complete in place as per the illustration on the plan and the specs. Building Permit is required at <u>CIELITO LINDO BOULEVARD</u> per unit.	\$113,390.38	\$113,390.38
2	1	LS	Base Bid Lighting Electrical Building Permit is required. Electrical Meter is required. Contractor must furnish a control box and weatherproof Mechanical Timer, Switches and Outlets as necessary. Plus all labor, equipment, material and all other items necessary to install the following: (16-LED 100 Watts Dome lights) and (12-LED 80 Watts Wall packs lights) in place, installed by a master electrician, required as per building code, complete in place at: <u>CIELITO LINDO BOULEVARD</u> per unit.	\$17,608.00	\$17,608.00
3	1	LS	Base Bid One inch hexagonal Wire mesh 20 Ga. to cover inside building roof and 5' siding 66' x 100' Metal Structure to prevent Bird Nesting Furnish all labor, equipment, material and all other items necessary to install Bird Nesting wire mesh on roof and side of a metal structure canopy to prevent birds nesting on the building, complete in place as per the illustration on the plan and the specs. at: <u>CIELITO LINDO BOULEVARD</u>	\$7,298.42	\$7,298.42
4	232	LF	Additive Alternate bid Reinforce Concrete Curb and Gutter Furnish all labor, equipment, material and all other items necessary to construct a reinforce concrete Curb and Gutter as per plans and specs, complete in place. at: <u>CIELITO LINDO BOULEVARD</u>	\$5,530.40	\$5,530.40
5	240	LF	Additive Alternate bid Galvanized Chain Link Fence Furnish all labor, equipment, material and all other items necessary to install a galvanized chain link fence 10' feet high as per illustration plans and specs, complete in place at: <u>CIELITO LINDO BOULEVARD</u>	\$25,072.80	\$25,072.80

Total Base Bid Written in Words:

ONE HUNDRED THIRTY - EIGHT THOUSAND ONE HUNDRED NINETY SIX DOLLARS AND 80/100

Total Additive Alternate Bid Written in Words:

THIRTY THOUSAND SIX HUNDRED THREE DOLLARS AND 20/100

CONTRACTOR SIGNATURE:

CONTRACTOR TYPE/PRINTED NAME: COMMERCIAL

COMPANY NAME: QUANTICORP CONSTRUCTION, LLC.

ADDRESS: 6470 POLARIS DR. STE #1

TELEPHONE/FAX NUMBERS: (956) 568-2846

	Notes (1): All bid items will be paid for when completed in place, tested, and accepted by the owner.	
	Note (2): Please note that in this project the Contractor must submit a signed & sealed Shop Drawings by a Structural Professional Engineer registered in the State of Texas	
	Note (3): the City of Laredo reserves the right to award one bid with or without the Additive Alternate or to reject all bids if funding is not available.	

BID BOND

Project: Jose & Alicia Garza Park Basketball Metal Shade

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

Quanticorp Construction, LLC

as Principal, and Merchants National Bonding, Inc. as

Surety, are hereby held and firmly bound unto

City of Laredo

as Owner in the penal sum of Five Percent of Greatest Amount Bid - (5% G.A.B.)
for payment of which, well and truly to be made, we hereby jointly and severally bid
ourselves, our heirs, executors, administrations, successors and assigns.

Signed, this 5th day of March, 2020.

The condition of the above obligation is such that whereas the Principal has submitted to

City of Laredo a certain Bid,
attached hereto and hereby made a part hereof to enter into a Contract in writing for the

Jose and Alicia Garza Park Basketball Metal Shade

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety, and its bonds shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set fourth herein.

Quantec Construction, LLC

Principal (Print and Sign)

(U.S.)

Merchants National Bonding, Inc.

Surety

By:

Tricia Balchong, Atty in Fact

MERCHANTS BONDING COMPANY[™] POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Tricia Baldwin

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of March, 2020.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 5th day of March, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 5th day of March, 2020.



William Warner Jr.
Secretary

QUANTCORP CONSTRUCTION LLC
1411 POLARIS DRIVE, STE 100
DALLAS, TEXAS 75244

Jose & Alicia Garza Park Basketball Metal Shade.

DELTON DORRIS, AND
6111 PENNSYLVANIA AVE

ATTENTION: DELTON DORRIS, AND
6111 PENNSYLVANIA AVE

MAR 5 '20 14:31:34
REC'D CITY SEC OFF

City Council-Regular**Meeting Date:** 04/06/2020**Initiated By:** Robert A. Eads, Co-Interim City Manager**Staff Source:** Ramon E. Chavez, P.E., City Engineer; John Porter, Environmental Services Director**SUBJECT**

Consideration for approval 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 authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents. After a notice to proceed is issued, estimated completion date for the project is scheduled for December 2020. Funding is available in the 2016 Environmental CO, 2016 Water Revenue Bond, and 2017 Sewer Revenue Bond.

PREVIOUS COUNCIL ACTION

None.

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
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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 Motion.

Fiscal Impact

Fiscal Year: 2020
Budgeted Y/N?: Y
Source of Funds: Bonds
Account #: 249-9871-535-9301
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding is available in the: 2016 Environmental CO 249-9871-545-9301 \$ 1,050,051
2016 Water Revenue Bond 557-4183-535-9301 \$ 405,750.75 2017 Sewer Revenue
Bond 559-4298-535-9301 \$ 385,101.75

Fiscal Year: 2020
Budgeted 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 \$ 1,050,051
2016 Water Revenue Bond 557-4183-535-9301 \$ 405,750.75 2017 Sewer Revenue
Bond 559-4298-535-9301 \$ 385,101.75

Fiscal Year: 2020
Budgeted Y/N?: Y
Source of Funds: Bonds
Account #: 559-4298-535-9301
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding is available in the: 2016 Environmental CO 249-9871-545-9301 \$ 1,050,051
2016 Water Revenue Bond 557-4183-535-9301 \$ 405,750.75 2017 Sewer Revenue
Bond 559-4298-535-9301 \$ 385,101.75

Attachments

Bid Submitted by Azar Services, LLC.
Letter of Recommendation



**Lockwood, Andrews
& Newnam, Inc.**
A HIO A OLEY COMPANY

February 20, 2020

John Porter, CFM, CPM, REM
City of Laredo, Environmental Services Department
619 Reynolds St.
Laredo, Texas 78040

Via email: jporter@ci.laredo.tx.us

RE: – Flores Avenue Drainage & Utility Improvements Phase II, Letter of Recommendation for Contract Award

Dear Mr. Porter,

The bid opening for the Flores Avenue Drainage & Utility Improvements Phase II project occurred on Thursday, February 14, 2020. A total of three (3) bids were received. The final tabulation of bids is attached. Corrections to the pencil bids are notated on the final tabulation with highlighted cells. A summary of the bids is provided below:

Bidder	Base Bid	Base Bid + Alt. 1
1) Azar Services, LLC	\$1,504,028.50	\$1,840,903.50
2) Altus Construction, LLC	\$2,233,071.80	\$2,379,091.80
3) Southern Trenchless Solutions	\$3,533,101.00	\$3,601,701.00

This project was bid with one alternative for including stamped concrete pavement in place of asphalt concrete pavement. Both the base bid and the base bid with the alternative had the same lowest bidder, Azar Services, LLC.

LAN performed a due diligence review of the bid information provided and confirmed the bid amounts for the lowest bidder, Azar Services, LLC, has completed utility projects of similar size and complexity and is available to complete the project within the project schedule.

Therefore, LAN recommends that the contract for construction of the Flores Avenue Drainage & Utility Improvements Phase II project be awarded to the lowest responsive bidder, Azar Services, LLC. Please contact me at (512) 338-2745 or TMMichel@lan-inc.com should you have any further questions.

Sincerely,

Travis Michel, P.E.
Sr. Project Manager

Attachments:

- 1) Bid Tabulations

Cc: LAN Project file (120-12025-000)

[illegible]



**Lockwood, Andrews
& Newnam, Inc.**
A LIO A OLEY COMPANY

February 20, 2020

John Porter, CFM, CPM, REM
City of Laredo, Environmental Services Department
619 Reynolds St.
Laredo, Texas 78040

Via email: jporter@ci.laredo.tx.us

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Sincerely,

Travis Michel, P.E.
Sr. Project Manager

Attachments:

- 1) Bid Tabulations

Cc: LAN Project file (120-12025-000)

City Council-Regular

Meeting Date: 04/06/2020

Initiated By: Robert A. Eads, Co-Interim City Manager

Staff Source: Ramon E. Chavez, P.E., City Engineer; Juan J. Gomez, Jr., Parks and Recreation Director

SUBJECT

Consideration for approval to award a construction contract to the lowest responsible responsive bidder ABBA Construction, LLC., Laredo, Texas, in the amount of \$364,727.00 (base bid minus alternate no. 2) for the Fasken Community Center Pool & Amenities with a construction contract time of two hundred seventy (270) calendar days; and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents. After a notice to proceed is issued, estimated completion date for the project is scheduled for December 2020. Funding is available in the 2019 CO Bond - District 7 Priority Fund.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The project consists of:

- A kids treehouse constructed of reinforced concrete by Studio Cortes;
- A “natural creek” like water feature; and
- A Swimming pool for 40 people that can function for recreational and instructional activities. It includes a mechanical room and all necessary equipment and other related accessories. The pool area includes the following:
 - Two Single occupant Toilet Rooms
 - Changing Rooms
 - Exterior shower
 - Perimeter fencing
- A “natural creek” like water feature; and
- Connecting paths with Lighting for the above mentioned areas.

Plans and specifications were prepared by Slay Architecture, Laredo, Texas.

Six (6) 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 10:00 A.M. as follows:

Contractor (s)	Base Bid	Deductive Alternate No. 1 (water feature and associated site work)	Deductive Alternate No. 2 (swimming pool including toilet rooms/mechanical, sitework, fencing, approach, etc.)
ABBA Construction, LLC. Laredo, Texas	\$1,362,000.00	\$108,985.00	\$997,273.00
Summit Building & Design San Antonio, Texas	\$1,599,000.00	\$95,000.00	\$901,450.00
K-Air Corporation San Antonio, Texas	\$1,674,663.00	\$-0-	\$-0-
Celso Gonzalez Construction Mission, Texas	\$1,690,856.11	\$176,185.80	\$1,227,747.51
Davila Construction San Antonio, Texas	\$1,750,000.00	\$80,000.00	\$700,000.00
USA Construction Roswell, GA	\$2,825,000.00	\$455,000.00	\$180,000.00

The bid and bid bonds for ABBA Construction, LLC., were checked and found to be in order. Staff concurs with consultant and recommends award in the amount of \$364,727.00 (base bid minus alternate no. 2) to ABBA Construction, LLC., Laredo, Texas.

Construction contract time is two hundred seventy (270) 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 Motion.

Fiscal Impact

Fiscal Year:

2020

Budgeted Y/N?:

Source of Funds: 2019 CO Bond

Account #: 473

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding is available in the 2019 CO Bond - District 7 Fund.

Attachments

Bid Submitted by ABBA Construction, LLC.

Letter of Recommendation and Bid Tabulation



123 Alamo Avenue
San Antonio, Texas 78207
T. 210-736-1009

9907 McPherson Rd. Ste. 100
Laredo, Texas 78245
T. 956-797-0405

February 28, 2020

Ms. Gloria Perez Saavedra, P.E.
City of Laredo Engineering Department
1110 Houston Street
Laredo, Texas 78040-0579

Re: Bid review for Fasken Community Center Pool & Amenities Project

Gloria,

Per your request, we have reviewed the bid information submitted for this project. Please be reminded that the Architect can advise and consult with the Owner, but is not responsible if the Contractor fails to perform the Work in accordance with the requirements of the Contract Documents.

There were 6 total bids submitted for this project (refer to attached bid tabulations), of which **ABBA Construction** was the lowest bidder with a base bid of \$1,362,000. The second lowest bidder was **Summit Building & Design** with a base bid of \$1,599,000.00. The third lowest bidder is **Celso Gonzalez**, with a base bid of \$1,690,856.00.

In review of the information, **ABBA Construction** submitted the required documents and listed three recent projects, with construction costs ranging from \$400K to \$950K. No further projects nor references were provided. The information that was obtained from speaking with references associated with the listed jobs regarding their past performance in meeting deadlines and following standard protocol was not favorable.

Both **Summit Building & Design** and **Celso Gonzalez**, also submitted the required information including a long list of past projects with construction costs ranging from \$1 million to \$5 million. In addition, they each provided an extensive list of references from clients, architects, and bond and trade references.

Should the construction of the pool facility (Deduct Alternate #2), be removed from the construction contract due to insufficient funding, then the base bid amount minus Deduct Alternate #2 should be reviewed. Per the table shown below, **ABBA Construction** remains the lowest bidder and **Celso Gonzalez** becomes the second lowest bidder.

	Base Bid	- Deduct Alt #2	Remaining Amt.
ABBA Construction	\$1,362,000.00	\$ 997,273.00	\$ 364,727.00
Summit Building & Design	\$1,599,000.00	\$ 901,450.00	\$ 697,550.00
Celso Gonzalez	\$1,690,856.11	\$1,227,747.51	\$ 463,108.60

ABBA Construction provided the apparent low bid. However, per the information gathered regarding past performance, it appears that **Summit Building & Design** and **Celso Gonzalez** are better qualified.

Respectfully,

Monica Guajardo, AIA

FASKEN COMMUNITY CENTER POOL & AMENITIES CITY OF LAREDO		BID INFORMATION	02/20/2020
ABBA Construction / Jacob C. Flores P.O. Box 45 1441, Laredo, TX 78045 956-267-9899 / bids@abbaconstructionusa.com		Summit Building & Design / David Acevedo 15600 San Pedro Ave., Suite #209, San Antonio, TX 78232 & 4506 Hwy 359, Laredo, TX 78043 888-775-2266 & 956-727-6601	
Addenda: <u>#1</u> ✓ <u>#2</u> ✓		Addenda: <u>#1</u> ✓ <u>#2</u> ✓	
Base Bid Amount: \$1,362,000.00 Includes allowances: <ul style="list-style-type: none"> Contingency Allowance #1: \$15,000 Tree House Allowance #2: \$160,000 		Base Bid Amount: \$1,599,000.00 Includes allowances: <ul style="list-style-type: none"> Contingency Allowance #1: \$15,000 Tree House Allowance #2: \$160,000 	
Deduct Alternate #1 \$108,985.00 Deduct Alternate #2 \$997,273.00		Deduct Alternate #1 \$95,000.00 Deduct Alternate #2 \$901,450.00	
Statement of Materials and Other charges: Materials: \$ 800,000.00 All other charges: \$ 562,000.00		Statement of Materials and Other charges: Materials: \$ 799,500.00 All other charges: \$799,500.00	
Superintendent: Jacob and Carlos Flores		Superintendent: David Morales	
RLL Insurance Company		SureTec Insurance Company	
Proposed subcontractors: Led Electric / Laredo Ready Mix / Beavers Source Rebar / Chavarria's Plumbing / San Antonio Fabrication Shop / South Texas Pools / Modern Cabinets / South Texas Landscaping		Proposed subcontractors: Gallegos Paving / Four Seasons Landscaping / Jose Jaime Concrete / Trois Enterprises / Escamilla Masonry / E&T Construction / Quality Plumbing / H&H Doors / Huerta Flooring / J&S Painting / Orozco Air Cond. / Border Plumb. / Alpha Omega Electric	
Other jobs: El Metro / CBP New Laboratory / New Beach Operations Bldg.		Other jobs: La Salle County Pool & Pavilion / La Salle County Park Improvements / City of Laredo Utilities Dept. Admin. Bldg. Expansion	
		Celso Gonzalez / Celso Gonzalez Jr. 614 N. Conway Avenue, Mission, TX 78572 956-585-3848 / cg@cgc-inc.com	
		Addenda: <u>#1</u> ✓ <u>#2</u> ✓	
		Base Bid Amount: \$1,690,856.11 Includes allowances: <ul style="list-style-type: none"> Contingency Allowance #1: \$15,000 Tree House Allowance #2: \$160,000 	
		Deduct Alternate #1 \$176,185.80 Deduct Alternate #2 \$1,227,747.51	
		Statement of Materials and Other charges: Materials: \$ no info provided All other charges: \$ no info provided	
		Superintendent: Javier Lopez / Noe Yela / Edgar Gonzalez / Luis Barrios	
		ACCORD (Insurance Company)	
		Proposed subcontractors: Cantu Plumbing / Isa's Electrical / Ingram Ready Mix / J Zamora Construction/ South Texas Pools / Architectural Division 8 / Martinez Painting / Southern Landscapes / Excellent Fence	
		Other jobs: PSJA ISD – North ECHS Courtyard Drainage Improv. / Memorial/Eisenhower Sports Complex / Trelagos Public Improvement District Parks	

FASKEN COMMUNITY CENTER POOL & AMENITIES CITY OF LAREDO		BID INFORMATION	02/20/2020
K-Air Corporation / Kyle Villareal 5413 Bandera Rd. Suite #403, San Antonio, TX 78238 210-888-5247		Davila Construction / Tony Davila 520 Bonham, San Antonio, TX 78205 210-224-5887 & 956-231-9142 / nelson@romococontractors.com	USA Construction / Ruth Tang 10800 Alpharetta Hwy, Ste 208-522, Roswell, GA 30076 877-248-1872 / Ruth@USAmangement.com
Addenda: #1 ✓ #2 ✓		Addenda: #1 ✓ #2 ✓	
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Deduct Alternate #1- no info provided Deduct Alternate #2- no info provided		Deduct Alternate #1 \$80,000.00 Deduct Alternate #2 \$700,000.00	
Statement of Materials and Other charges: Materials: \$ 622,020.36 All other charges: \$ 1,052,642.64		Statement of Materials and Other charges: Materials: \$ 1,050,000.00 All other charges: \$ 700,000.00	
Superintendent: David Garcia		Superintendent: no information provided	
Lexon Insurance Company		Berkley Insurance Company	
Proposed subcontractors: South Texas Pool / Southern Landscapes / Jesse's Electric / Royal E Construction		Proposed subcontractors: Escamilla Masonry / Escamilla Construalk / Orozco Plumbing / Adamant Steel / Romo Contractor / Kaly Constuction / South Texas Pools	
Other jobs: Fresnius Kidney Care M.E.P. / Kingsville Fitness DDC & TAB / Martin Asphalt		Other jobs: North Laredo Water Waste Treatment Plant Admin. Bldg / Igauazo Falls Condominiums Ph. II / City of Laredo – Canizales Boxing Gym Expansion	
		Fortess Bonding	
		Proposed subcontractors: Excavation subcontractor / Concrete subcontractor / SCP Distribution for pool equipment	
		Other jobs: Rev. James Orange Park Pool / Browns Mill Aquatic Center / John A. White Park Pool	



173 Alhambra Avenue
San Antonio, Texas 78207
T. 210-736-1009

9907 McPherson Rd. Ste. 100
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February 28, 2020

Ms. Gloria Perez Saavedra, P.E.
City of Laredo Engineering Department
1110 Houston Street
Laredo, Texas 78040-0579

Re: Bid review for Fasken Community Center Pool & Amenities Project

Gloria,

Per your request, we have reviewed the bid information submitted for this project. Please be reminded that the Architect can advise and consult with the Owner, but is not responsible if the Contractor fails to perform the Work in accordance with the requirements of the Contract Documents.

There were 6 total bids submitted for this project (refer to attached bid tabulations), of which **ABBA Construction** was the lowest bidder with a base bid of \$1,362,000. The second lowest bidder was **Summit Building & Design** with a base bid of \$1,599,000.00. The third lowest bidder is **Celso Gonzalez**, with a base bid of \$1,690,856.00.

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FASKEN COMMUNITY CENTER POOL & AMENITIES CITY OF LAREDO		BID INFORMATION	02/20/2020
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Superintendent: Jacob and Carlos Flores		Superintendent: David Morales	
RLL Insurance Company		SureTec Insurance Company	
Proposed subcontractors: Led Electric / Laredo Ready Mix / Beavers Source Rebar / Chavarria's Plumbing / San Antonio Fabrication Shop / South Texas Pools / Modern Cabinets / South Texas Landscaping		Proposed subcontractors: Gallegos Paving / Four Seasons Landscaping / Jose Jaime Concrete / Trois Enterprises / Escamilla Masonry / E&T Construction / Quality Plumbing / H&H Doors / Huerta Flooring / J&S Painting / Orozco Air Cond. / Border Plumb. / Alpha Omega Electric	
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Other jobs: Fresnius Kidney Care M.E.P. / Kingsville Fitness DDC & TAB / Martin Asphalt		Other jobs: North Laredo Water Waste Treatment Plant Admin. Bldg / Igauazo Falls Condominiums Ph. II / City of Laredo – Canizales Boxing Gym Expansion	
		Fortess Bonding	
		Proposed subcontractors: Excavation subcontractor / Concrete subcontractor / SCP Distribution for pool equipment	
		Other jobs: Rev. James Orange Park Pool / Browns Mill Aquatic Center / John A. White Park Pool	

City Council-Regular

Meeting Date: 04/06/2020

Initiated By: Rosario Cabello, Co-Interim City Manager

Staff Source: Jose F. Castillo, Finance Director; Miguel A. Pescador, Purchasing Agent; Kristina L. Hale, City Attorney

SUBJECT

Consideration to ratify the emergency purchases and expenditures related to the City of Laredo Declaration of Local Disaster for Public Health Emergency (COVID-19 crisis).

The following list of vendors issued emergency Purchase Orders to provide immediate commodities and services:

Thermo Fisher	\$100,465.10	COVID Test Kits, Swab Kits, Test Equipment
American Vapor	\$41,416.00	N95 Masks, Gowns, Face Shield, Sanitizers, Thermometers
Image Carpet	\$32,000.00	Disinfecting Offices - CH & Recreation Centers
ServPro North	\$55,772.40	Disinfecting Offices - CH Annex & Rec & Library
Service Master	\$36,534.34	Disinfecting Offices- Recreation Centers
Gulf Coast	\$15,000.00	Hand Sanitizers, Janitorial items, Misters 6, Thermometers
Logicargo	\$20,000.00	N95 Masks, 3 ply Masks
SouthTexas Waste	\$12,000.00	15 Hand wash Stations
Patria Office	\$10,000.00	Safety Eyewear, Janitorial Items, Sanitizers, Disinfectants
Total	\$323,187.84	

Funding available in General Fund COVID-19 Emergency Fund and in respective department budgets.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

City of Laredo Declaration of Local Disaster for Public Health Emergency (COVID-19 crisis) issued by Mayor Saenz - Emergency City Council Meetings March 13th and March 17th, 2020.

BACKGROUND

The urgency of these items is that on March 13, 2020, the Governor of the State of Texas declared a state of disaster and the President of the United States of America declared a national emergency in relation to COVID-19. On March 14, the President of the United States held an additional press conference relating to COVID-19, and on March 15, 2020, the CDC issued additional guidance in relation to the same. On March 16, 2020, the Mayor of the City of Laredo issued a local emergency declaration. Due to the rapidly evolving nature of the disease and emerging federal and state guidance, it is necessary that the City Council of Laredo consider and take action on emergency ordinances.

As a direct result of the City of Laredo's Declaration of Local Disaster for Public Health Emergency (COVID-19 crisis) issued and further extended at Emergency City Council Meetings of March 13th and March 17th, 2020, the City of Laredo has issued, incurred and accumulated expenditures surpassing \$50,000.00 for commodities and services from various vendors.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

City staff is recommending to approve this motion.

Fiscal Impact	
Fiscal Year:	2020
Budgeted Y/N?:	Y
Source of Funds:	
Account #:	101-9810-594-7360
Change Order: Exceeds 25% Y/N:	
FINANCIAL IMPACT:	
Funding available in General Fund COVID-19 Emergency Fund and in respective department budgets.	

City Council-Regular

Meeting Date: 04/06/2020

Initiated By: Rosario Cabello, Co-Interim City Manager

Staff Source: Homero Vazquez-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. Because of year-round (as needed) cumulative purchases, the following DIR vendors exceed the \$50,000.00 purchase limits which require City Council approval:

Dell Computers USA	\$650,000.00
Computer Solutions	\$250,000.00
Verizon	\$575,000.00
AT&T	\$540,000.00
SHI Government Solutions	\$320,000.00
CDG Government	\$230,000.00

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: 2020

Budgeted 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.

City Council-Regular

Meeting Date: 04/06/2020

Initiated By: Robert A. Eads, Co-Interim City Manager

Staff Source: Ron W. Miller, Fleet Department Director, Miguel A. Pescador,
Purchasing Agent

SUBJECT

Consideration to renew contract FY19-051 for the purchase of Chevrolet/GM Original Equipment Manufacturer (OEM) parts for the City's fleet vehicle repairs with Family Chevrolet, Laredo, Texas in an amount up to \$100,000.00. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. There was no price increase during the last extension period. This is the first of three extension periods. Funding for the additional extensions is subject to future budget appropriations. All parts will be purchased on an as needed basis and funding will be secured from the Fleet Management Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved a one year contract 5/6/19.

BACKGROUND

This contract establishes a percentage discount on Chevrolet/GM original equipment manufacturer parts for the City's fleet vehicles. 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 thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and

contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date. This contract is the responsibility of and shall be administered by the vendor and the City of Laredo Fleet Department.

Summary:

Section I	Family Chevrolet
% Discount Offered	Cost + 30% Markup GM Parts Dealer Cost Plus 30% Non-GM Parts
Product ID	GM & Chevrolet

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be renewed.

Fiscal Impact

Fiscal Year: 2020
Budgeted Y/N?: Yes
Source of Funds: Fleet Maintenance Fund
Account #: 593-2810-533-2071
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

Contract FY19-051
Bid Tab FY19-051



**City of Laredo
Purchasing Division
Renewal Notice**

March 18, 2020

Mr. Lawrence Bruni
Family Chevrolet
3701 F. Saunders
Laredo, Texas 78041

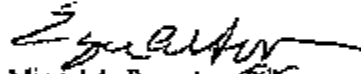
Re: Chevrolet/GM OEM Parts
Contract FY19-051
Extension I

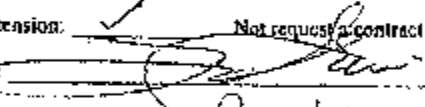
Dear Mr. Bruni,

This is to inform you that contract FY19-051 was approved by the City Council on May 6, 2019. The term of this contract shall be for a period of one year. This is the first 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

Family Chevrolet	
Request a contract extension: <input checked="" type="checkbox"/>	Not request a contract extension: <input type="checkbox"/>
Authorized Signature: 	
Print Name: <u>LAWRENCE BRUNI</u>	
Date: <u>3-18-2020</u>	



City of Laredo
Purchasing Division
LETTER OF AWARD

May 7, 2019

Mr. Lawrence Bruni
Family Chevrolet
3701 E. Saunders
Laredo, Texas 78041

Re: Chevrolet/GM OEM Parts
Contract FY19-051
Approved by City Council on May 6, 2019

Dear Mr. Bruni,

This is to inform you that contract FY19-051 was approved by the City Council on May 6, 2019. The term of this contract shall be for a period of one year. All commodities will be secured on an as needed basis and all orders will be assigned a duly authorized purchase order. This contract has three extension periods.

Statutory Requirement to File Form 1295:

Texas Government Code Section 2252.908 and the Texas Ethics Commission ("TEC") Rules require certain business entities to submit a Form 1295 to certain governmental entities in Texas in connection with certain contracts, including bond purchase agreements that fit within the scope of the law. Failure to submit 1295 within 10 business days can result in cancellation of this contract. I have attached the link for form 1295 which must be completed and submitted electronically to the State of Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html. You scan and email a notarized copy to mpescador@ci.laredo.tx.us or ealdape@ci.laredo.tx.us. 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: 05/06/2019

Initiated By: Robert A. Eads, Co-Interim City Manager

Staff Source: Ronald "Ron" Miller, Acting Fleet Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award contract FY19-051 for the purchase of Chevrolet/GM Original Equipment Manufacturer (OEM) parts for the City's fleet vehicle repairs to the sole bidder Family Chevrolet, Laredo, Texas in an amount up to \$ 100,000.00. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Funding for the additional extensions is subject to future budget appropriations. All parts will be purchased on an as needed basis and funding will be secured from the Fleet Management Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received one (1) bid through Cit-E-Bid for awarding an annual contract for the purchase of Chevrolet/GM OEM captive parts for the City's fleet vehicles. This contract establishes a percentage discount on original equipment manufacturer parts. A recommendation is being submitted to award this contract to the sole bidder, Family Chevrolet.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month

to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

Bid Summary:

Section I Price Schedule	Family Chevrolet
%Discount Offered	Cost + 30% Markup GM Parts
	Dealer Cost Plus 30% Non-GM Parts
Product I.D. (Mfr.)	Ford & Chevrolet

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

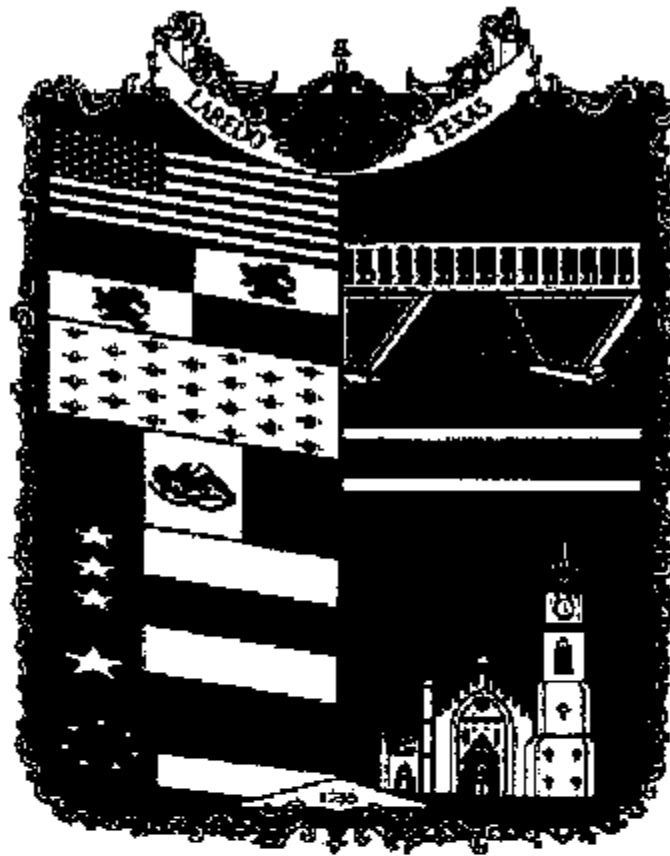
Fiscal Year:	2019
Budgeted Y/N?:	Yes
Source of Funds:	Fleet
Account #:	593-2810-533-2071
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Attachments

FY19-051 Contract
Bid Tab FY19-051



FY19-051 Chevrolet/GM OEM Parts

FAMILY CHEVROLET

Supplier Response

Event Information

Number: FY19-051 Chevrolet/GM OEM Parts
Title: FY19-051 Chevrolet/GM OEM Parts
Type: Request For Bid
Issue Date: 3/13/2019
Deadline: 4/3/2019 05:00 PM (CT)
Notes: All questions for this bid shall be submitted in writing or by email no later than March 26, 2019.

Contact Information

Contact: Enrique Aldape III

Address: 5512 Thomas Avenue
Purchasing Division
Public Works Service Center
Laredo, TX 78041

Phone: 956 (794) 1733

Fax: 956 (790) 1805

Email: ealdape@ci.laredo.tx.us

FAMILY CHEVROLET Information

Contact: Lawrence Bruni
Address: 3701 E Saunders
Laredo, TX 78041
Phone: (956) 727-1192 x1039
Fax: (956) 727-1749
Email: lawrence@drivefamily.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Lawrence Bruni

lawrence@drivefamily.com

Signature

Email

Submitted at 3/14/2019 5:13:09 PM

Supplier Note

Family Chevrolet offers Body Shop repair, full service shop and any parts needs for GM and non GM vehicles.

Bid Attributes

1	Questionnaire Description "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".
2	Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid Lawrence Bruni Parts Manager
3	State how long under has the business been in its present business name seventy five years
4	If applicable, list all other names under which the Business Identified above operated in the last five years Family Chevrolet
5	State if the Company is a certified minority business enterprise The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

6 Questions Part 1

- 1) Is any litigation pending against the Business?
- 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award?
- 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting?
- 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract?
- 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?

n/a

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

State if the Company is a certified minority business enterprise

Other

Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from <http://www.ethics.state.tx.us/whatsnew/conflictforms.htm>.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include:

1. Mayor
2. Council Members
3. City Manager
4. Members of the Fire Fighters and Police Officers Civil Service Commission.
5. Members of the Planning and Zoning Commission.
6. Members of the Board of Adjustments
7. Members of the Building Standards Board
8. Parks & Leisure Advisory Committee Member,
9. Historic District Land Board Member,
10. Ethics Commission Board Member,
11. The Board of Commissioners of the Laredo Housing Authority
12. The Executive Director of the Laredo Housing Authority
13. Any other City of Laredo decision making board member

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

1 Conflict of Interest Questionnaire Form CIQ

0 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.

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

Disclosure Form

For details on use of this form, see Section 4.01 of the City's Ethics Code.

This is a

New Submission

Question 1. Name of person submitting this disclosure form

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

Lawrence M Bruni

Question 2. Contract Information

Please include the following:

- a) Contract or Project Name
- b) Originating Department

Bid FY19-051, Family Chevrolet parts department.

Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)

same as above

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

Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

n/a

1 9	Question 5. List any individuals or entities that will be subcontractors on this contract <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Not Applicable</div>
2 0	Question 5. List any individuals or entities that will be subcontractors on this contract If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">n/a</div>
2 1	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Not Applicable</div>
2 2	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">n/a</div>
2 3	Question 7. Disclosure of political contributions List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner or officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6) <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Not Applicable</div>
2 4	Question 7. Disclosure of political contributions If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">n/a</div>
2 5	Updates on contributions required Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.
2 6	Question 8. Disclosure of Conflict of Interest Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials? <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">I am not aware of any conflict of interest</div>
2 7	8. Disclosure of Conflict of Interest If you selected I am aware of conflict of interest in question 8, please list them in this section. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">n/a</div>

28	Question 9. Updates Required I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">I have read and understand this section</div>
29	Question 10. No Contract with City Officials or Staff during Contract Evaluation I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">I have read and understand this section</div>
30	Question 11. Conflict of Interest Questionnaire (CIQ) Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">I have acknowledge that I have been advised</div>
31	Question 11. Oath Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Family Chevrolet, Parts Manager, March 14,2019</div>
32	Question 12. Oath I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">I swear or affirm information is correct</div>
33	Disclosure Form For details on use of this form, see Section 4.01 of the City's Ethics Code.
34	Disclosure Form For details on use of this form, see Section 4.01 of the City's Ethics Code.
35	Company Information Questionnaire <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">I have completed this section</div>
36	Conflict of Interest Questionnaire <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">I have completed this section</div>

37	Non-Collusive Affidavit <div>I have completed and included this form</div>
38	Discretionary Contracts Disclosure <div>I have completed this section</div>

3 Certificate of Interested Parties (Form 1295)

9 In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.
Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

46.1. Application

46.3. Definitions

46.5. Disclosure of Interested Parties Form

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

☐ I will comply with this form

4 Disqualification & Debarment Certification

0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to Ordinance No. 2017-O-098, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

I certify to the terms and conditions

4 Contract Requirements

1

1. CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this bid for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) **Upon Award of Bid Only**

1.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure:

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-info.htm>.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

I have read and understand this section

4 Terms and Conditions for Request for Bids

2

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 request additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF HAND DELIVERED BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven

calendar days prior to the scheduled bid deadline a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum may be e-mailed or obtained online at the City of Laredo website for bids. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. Within 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 be bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be awarded to the (lowest 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 P.O. Box 210, Laredo, Texas 78042.
- (d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.
- (e) For any inquires on payment status or general billing questions please contact:

Jorge J. Jolly, Accounts Payable Manager

956-791-7328

jjolly@ci.laredo.tx.us

1110 Houston St. Laredo, TX 78040

☐ I Agree to the Terms and Conditions

Bid Lines

Package Header

Section I: Chevrolet/GM Captive New Parts

Item Notes: Parts will be delivered within _____ working days after receipt of order. Business hours are from _____ A.M. to _____ P.M., _____ days per week.

Quantity: 1 UOM: PKG Total: No response

Manufacturer: Chevrolet/GM OEM Parts/Service

Item Notes: Please submit "0" for unit price

Supplier Notes: parts to be delivered on same day as order is placed unless part is coming from outside source. Between the hours of 8am and 5pm or as needed by fleet representative in case of emergency parts orders.

Package Items

1.1 Percentage of Discount offered

Quantity: 1 UOM: EA Total: 0%

Manufacturer: Chevrolet/GM OEM Parts

Supplier Notes: parts sold at GM cost plus 30% mark up for all GM parts and dealer cost plus 30% for any special order parts that are non-GM vehicles. Discount of 0 shown, please refer to supplier notes for pricing.

Response Total: \$0.00

					FAMILY CHEVROLET	
					Total Price	\$0.00
Line #	Description	Mfgr	QTY	UOM	Unit	Extended
1	Section I: Chevrolet/GM Captive New Parts Item Notes: Parts will be delivered within _____ working days after receipt of order. Business hours are from _____ A.M. to _____ P.M., _____ days per week.	Chevrolet/GM OEM Parts/Service	1	PKG	parts to be delivered on same day as order is placed unless part is coming from outside source. Between the hours of 8am and 5pm or as needed by fleet representative in case of emergency parts orders.	\$0.00
1.1	Percentage of Discount offered	Chevrolet/GM OEM Parts	1	EA	parts sold at GM cost plus 30% mark up for all GM parts and dealer cost plus 30% for any special order parts that are non-GM vehicles. Discount of 0 shown, please refer to supplier notes for pricing.	

City Council-Regular

Meeting Date: 04/06/2020

Initiated By: Robert A. Eads, Co-Interim City Manager

Staff Source: Ronald W. Miller, Fleet Department Director, Miguel A. Pesador,
Purchasing Agent

SUBJECT

Consideration to reject the six bids received through Cit-E-Bid for FY20-039 for the purchase of truck tires for the City of Laredo Fleet Department. The six bids were evaluated and all tires were deemed not to meet specifications. The department will modify the specifications and request new bids.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

Six bids were requested through Cit-E-Bid for the purchase of truck tires for the Fleet Department. Upon evaluation of the six bids, the tires were deemed not meet specifications. Staff is recommending to reject the six bids received and that new bids be solicited. The bid specifications will be modified.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these bids be rejected and new bids be solicited.

Fiscal Impact

Fiscal Year:

FY 2020

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

No financial impact.

City Council-Regular

Meeting Date: 04/06/2020

Initiated By: Rosario Cabello, Co-Interim City Manager

Staff Source: Hector F. Gonzalez, MD, MPH, Director of Health

SUBJECT

2020-R-048 Ratifying the execution of the contract amendment from the Texas Department of State Health Services (DSHS) through the South Texas Development Council (STDC), in the amount of \$115,441.00, for the continuation of the City of Laredo Health Department's Housing Opportunities for Persons with AIDS Project (HOPWA) to assist with housing and utilities for the term of February 1, 2019 through August 31, 2020.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On January 22, 2019, City Council approved Ordinance 2019-O-002.

BACKGROUND

The Texas Department of State Health Services, through the South Texas Development Council, continues to contract with the City of Laredo to provide public health services through the City of Laredo Health Department. The HIV/AIDS HOPWA Project provides comprehensive housing rental assistance, and/or an emergency housing assistance consisting of short-term rent, mortgage, and or utility payments to meet the needs of low income persons with HIV/AIDS in the Health Services Delivery Area (HSDA) which include the counties of Jim Hogg, Starr, Webb, and Zapata Counties. All persons are also screened and referred for comprehensive HIV/AIDS healthcare and prevention services.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that City Council approve the Resolution.

Fiscal Impact

Fiscal Year:

2020

Budgeted Y/N?:

Source of Funds: STDC

Account #: 226-6019

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The revenue line item is 226-0000-323-4058 and the expenditure division is 226-6019 with Project Number HEHO12.

Attachments

Contract

2020-R-048



SOUTH TEXAS DEVELOPMENT COUNCIL

January 13, 2020

Ms. Rosario Cabello
Co-Interim City Manager
City Manager, City of Laredo
City Manager's Office
1110 Houston Street
Laredo, Texas 78040

RE: Contract Amendment No. 2A of HIV/HOPWA Contract between City of Laredo Health Department and the South Texas Development Council [Contract #019-3-19(20)]

F-4.

Dear Ms. Cabello:

This letter is to execute an Amendment to the contract between the **South Texas Development Council (STDC)** and the **City of Laredo Health Department (CLHD)** for the above referenced contract under the FY19-20 HIV/HOPWA Program.

STDC and CLHD hereby agree to amend **Contract No. 019-3-19(20)**, Core Contract, Program Attachments D, E, F and G in accordance with this **Amendment No. 2A: HIV/HOPWA**.

The awarded contract is to meet the housing needs of low income persons living with HIV (PLWH) and their households within the Laredo HSDA and provide stable, accessible housing that will help facilitate clients' entry into, or contention of, primary medical care and other support services.

The purpose of this Amendment is to increase the contract for FY2020 for an additional seven (7) months and extend the contract duration to end on August 31, 2020. The amended Table 1 will be added to reflect a new allocation as follows: **HIV/HOPWA - \$115,441.00**. The amended Table 1 reflects the number of households to be assisted.

The Program Attachment Number is revised as follows:

Program Attachment No. ~~1A~~ to **2A**.

The contract term is extended and changes as follows:

TERM: ~~02/01/2019 THRU 01/31/2020~~ TO **02/01/2019 THRU 08/31/2020**.

The contract number remains as follows:

Contract #019-3-19(20).

The contract amount change is as follows:

Contract Amount changes from ~~\$137,800.00~~ to **\$115,441.00**.

Total Amount of the Contract and Payment Method(s). The total amount of this Contract is **\$115,441.00**, and the payment method(s) shall be as specified in the Program Attachment.

1002 DICKY LANE • LAREDO, TEXAS 78043
(956) 722-3995 • FAX (956) 722-2670

➤ **PERFORMANCE MEASURES:**

The existing Contract Provision, Attachment D, Performance Measures is amended as follows:

The performance measures will be used in part, by STDC to monitor the Subcontractor's effectiveness in providing the services described in this contract and to meet the HUD reporting requirements, without waiving the enforceability of any other terms of the Contract Renewal Program Attachment.

Existing content/contract language to be stricken shall be represented below, as follows:

The City of Laredo Health Department shall provide the following HOPWA services to the target number of households indicated below during ~~February 1, 2019 through January 31, 2020.~~

Project Sponsor:	City of Laredo Health Department	Target Number:
HSDA:	Laredo	
Term:	02/01/2019 – 1/31/2020	
	a. Number of households to receive TBRA	46
	b. Number of households to receive STRMU	9
	c. Number of households to receive FBH (STSH)	5
	d. Number of households to receive PHP	0
	e. Number of households to receive Supportive Services	30
	f. Number of households to receive Housing Information Services	40

Amended contract content/language to be incorporated is shown in bold and italics shall be represented below, as follows:

The City of Laredo Health Department shall provide the following HOPWA services to the target number of households indicated below during February 1, 2019 through August 31, 2020.

Project Sponsor:	City of Laredo Health Department	Target Number:
HSDA:	Laredo	
Term:	02/01/2019 – 8/31/2020	
	a. <i>Number of households to receive TBRA</i>	<i>18</i>
	b. <i>Number of households to receive STRMU</i>	<i>11</i>
	c. <i>Number of households to receive FBH (STSH)</i>	<i>3</i>
	d. <i>Number of households to receive PHP</i>	<i>0</i>
	e. <i>Number of households to receive Supportive Services</i>	<i>30</i>
	f. <i>Number of households to receive Housing Information Services</i>	<i>10</i>

All activities shall be performed in accordance with the final, approved performance measures (see Attachment D) as submitted and approved by STDC for service area and outlined above, including any letters or memos with policies or other instructions provided to the Subcontractor.

➤ CATEGORICAL BUDGET JUSTIFICATION

The existing contract approved categorical budget amounts are amended as follows:

This amendment shall affect Attachment F - Categorical Budget, "Approved Budget" detailing expenses authorized and Attachment G - Financial Status Report FSR 269-A Form and 269-A Supplemental Form – Service Category Expenditure Report (SCER) for HIV/HOPWA (Laredo HSDA).

Existing contract budget content/language to be stricken shall be represented below, as follows:

FY19-20 HIV/HOPWA - (Laredo HSDA) (12 Months)

CATEGORY	TOTALS
a. Personnel	\$ 30,235.00
b. Fringe Benefits	\$ 14,111.00
c. Travel	\$ 10,160.00
d. Equipment	\$ 0.00
e. Supplies	\$ 2,732.00
f. Contractual	\$ 68,500.00
g. Other	\$ 2,416.00
h. Total Direct Costs	\$ 128,154.00
i. Indirect (Admin.) Costs	\$ 9,646.00
TOTAL	\$ 137,800.00

Amended contract budget content/language to be incorporated is show in bold and italics shall be represented below, as follows:

FY19-20 HIV/HOPWA - (Laredo HSDA) (19 Months)

<i>CATEGORY</i>	<i>TOTALS</i>
a. <i>Personnel</i>	\$ 22,542.00
b. <i>Fringe Benefits</i>	\$ 10,555.00
c. <i>Travel</i>	\$ 3,164.00
d. <i>Equipment</i>	\$ 0.00
e. <i>Supplies</i>	\$ 1,025.00
f. <i>Contractual</i>	\$ 69,674.00
g. <i>Other</i>	\$ 400.00
h. <i>Total Direct Costs</i>	\$ 107,360.00
i. <i>Indirect (Admin.) Costs</i>	\$ 8,081.00
<i>TOTAL</i>	<i>\$ 115,441.00</i>

The amount of this Contract is changed from \$137,800.00 to \$115,441.00. The categorical budget justification form for the nineteen months is attached.

The total payment to CLHD for the period of February 1, 2019 through August 31, 2020, will not exceed the amount of \$115,441.00 and shall be in accordance with the approved budget.

Except as amended and modified by this Amendment under Contract No. 019-3-19(20), all terms and conditions of the Contract, shall remain in full force and effect. The contract amendment shall remain effective until the end of this contract term being August 31, 2020, at which point in time this amendment shall terminate. Any further revisions to the Contract shall be by written agreement.

Please sign below to indicate agreement and acceptance with this contract amendment. Keep two duplicate originals for your records and return the other signed original to STDC. If you have any questions concerning the contract amendment, please contact Mr. John R. Keiser, Regional Programs Manager or Ms. Maribel Rodriguez, Program Coordinator at (956) 722-3995 or by email at keiser@stdc.cog.tx.us and mrodriguez@stdc.cog.tx.us.

SOUTH TEXAS DEVELOPMENT COUNCIL



Robert Mendiola
Executive Director

CITY OF LAREDO HEALTH DEPARTMENT



Hector F. Gonzalez, M.D., M.P.H.
Health Director, City of Laredo Health Dept.

cc: Hector F. Gonzalez, M.D., M.P.H., Health Director, City of Laredo Health Department
Jose F. Castillo, Acting Finance Director, City of Laredo Finance Department
Richard A. Chamberlain, DrPH, MPH, RS, City of Laredo Health Department
Martin Aleman, Chief, Budget and Grants Management, City of Laredo Health Dept., Budgets and Grants Management
Arianni Becerra, Program Coordinator, City of Laredo Health Department, HIV-AIDS Program
Maria M. Jimenez, Director of Finance, South Texas Development Council
file

**SOUTH TEXAS DEVELOPMENT COUNCIL (RECEIVING AGENCY)
HOPWA CONTRACT (Agreement)**

CONTRACT NO.: 019-3-19(20)
CONTRACT PERIOD: 02/01/2019-08/31/2020
CONTRACT AMOUNT: \$115,441.00

CITY OF LAREDO:

Rosario C. Cabello
Signature:

Rosario C. Cabello

Name:

Co-Interim City Manager

Title:

2/25/2020
Date:

APPROVED AS TO FORM:

Ricardo Benavides III
Signature:

Ricardo Benavides III

Name:

Assistant City Attorney

Title:

2/25/2020
Date:

ATTEST:

Jose A. Valdez, Jr.
Signature:

Jose A. Valdez, Jr.

Name:

City Secretary

Title:

02/26/20
Date:



RESOLUTION 2020-R-048

RATIFYING THE EXECUTION OF THE CONTRACT AMENDMENT FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES (DSHS) THROUGH THE SOUTH TEXAS DEVELOPMENT COUNCIL (STDC) IN THE AMOUNT OF \$115,441.00 FOR THE CONTINUATION OF THE CITY OF LAREDO HEALTH DEPARTMENT'S HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS PROJECT (HOPWA) TO ASSIST WITH HOUSING AND UTILITIES FOR THE TERM OF FEBRUARY 1, 2019 THROUGH AUGUST 31, 2020.

WHEREAS, the Texas Department of State Health Services, through the South Texas Development Council, continues to contract with the City of Laredo to provide public health services through the City of Laredo Health Department; and

WHEREAS, the HIV/AIDS HOPWA Project provides comprehensive housing rental assistance, and/or an emergency housing assistance consisting of short-term rent, mortgage, and or utility payments to meet the needs of low income persons with HIV/AIDS in the Health Services Delivery Area (HSDA) which include the counties of Jim Hogg, Starr, Webb, and Zapata Counties. All persons are also screened and referred for comprehensive HIV/AIDS healthcare and prevention services.

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

Section 1: The City Manager is hereby authorized to ratify and execute a contract amendment from the Texas Department of State Health Services (DSHS) through the South Texas Development Council (STDC) in the amount of \$115,441.00 for the continuation of the City of Laredo Health Department's Housing Opportunities for Persons with AIDS Project (HOPWA) to assist with housing and utilities for the term of February 1, 2019 through August 31, 2020.

Section 2: The revenue line item is 226-0000-323-4058 and the expenditure division is 226-6019 with Project Number HEHO12.

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

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

**PETE SAENZ
MAYOR**

ATTEST:

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

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

**RICARDO BENAVIDES III
ASSISTANT CITY ATTORNEY**

City Council-Regular

Meeting Date: 04/06/2020

Initiated By: Rosario Cabello, Co-Interim City Manager

Staff Source: Hector F. Gonzalez, MD, MPH, Director of Health

SUBJECT

2020-R-049 Ratifying the execution of the contract amendment from the Texas Department of State Health Services (DSHS) in the amount of \$230,491.00 with a projected amount of program income of \$107,488.00 for a total of \$337,979.00 for the continuation of the Immunization Action Plan (IAP) Program for the City of Laredo Health Department to provide immunizations for serious vaccine preventable diseases and conduct disease detection and surveillance activities for prevention for the term beginning September 1, 2020 through August 31, 2021.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On May 20, 2019, City Council approved Resolution 2019-R-70.

BACKGROUND

The Texas Department of State Health Services (DSHS) continues to contract with the City of Laredo to provide public health and prevention services to the residents of Laredo. The Immunization Action Plan (IAP) Program was developed to provide immunization services and a community-based strategy for the prevention of potential epidemics of vaccine-preventable diseases. The City of Laredo Health Department (CLHD) Immunization Program has implemented a model immunization program for children, adolescents, and adults, with special emphasis on accelerating interventions to improve the immunization coverage of children two (2) years of age or younger and has achieved 100% compliance. Over 20,000 persons are administered over 43,000 immunizations annually. Protection is for both children and adults against very serious vaccine-preventable diseases.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that City Council approve the Resolution.

Fiscal Impact

Fiscal Year: 2020
Budgeted Y/N?: Y
Source of Funds: DSHS
Account #: 226-6006
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The revenue line item 226-0000-323-4056 and the expenditure division 226-6006 with Project Number HEIA13 will decrease by \$106,067.00 and the revenue account 226-0000-372-1000 and expense account 226-6801-544-9900 will increase by \$106,067.00. The total budget remains the same.

Attachments

Contract
2020-R-049

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS000103500001**

AMENDMENT NO. 2

The Department of State Health Services ("DSHS" or "System Agency") and City of Laredo Health Department ("Grantee"), collectively referred to as the "Parties" to DSHS Contract No. HHS000103500001, effective September 1, 2018 (the "Contract"), now want to amend the Contract further. The Contract was established under the Immunization/Locals ("IMM/LOCALS") Grant Program.

Whereas, DSHS wants to renew the Contract for an additional one-year term;

Whereas, DSHS wants to add funds to the Contract, to pay for services provided during the renewal term;

Whereas, DSHS wants to revise the Statement of Work;

Whereas, DSHS wants to add an updated **Federal Funding Accountability and Transparency ("FFATA")** certification; and

Whereas, DSHS wants to amend the Guidance Document that delineates Grantee's responsibilities under the Contract.

The Parties therefore agree as follows:

1. The Contract is hereby renewed. The new term of the Contract begins on September 1, 2020 and ends on August 31, 2021 (the "Second Renewal Term").
2. Article IV ("Budget") is hereby amended to add \$230,491.00 to the Contract to pay for services provided in the Second Renewal Term. The total Contract amount is therefore increased from \$460,982.00 to \$691,473.00. All expenditures must conform with "Attachment B-2 – Fiscal Year 2021 Budget."
3. Attachment A-1 to Amendment No.1, Revised Statement of Work, is hereby supplemented by adding, after the fiscal year 2020 reporting schedule, the following new schedule for required quarterly reports due in the Second Renewal Term:

Report Type	Reporting Period	Report Due Date
Programmatic	09/01/2020 to 11/30/2020	12/31/2020
Programmatic	12/01/2020 to 02/28/2021	03/31/2021
Programmatic	03/01/2021 to 05/30/2021	06/30/2021
Programmatic	06/01/2021 to 08/31/2021	10/31/2021

4. **Attachment B-2 – Fiscal Year 2021 Budget** is hereby added to the Contract.

5. The Contract is hereby amended by adding **Attachment F-2 – FFATA Certification**.
6. Attachment H to Amendment No. 1, Immunization/Locals Program Guidance Document, is hereby revised and restated in its entirety in Attachment H-1.
7. This Amendment shall be effective on September 1, 2020.
8. Except as modified by this Amendment, all terms and conditions of the Contract shall remain in effect.
9. Any further revision to the Contract shall be by written agreement of the Parties.

Signature Page to follow

Remainder of page intentionally left blank

SIGNATURE PAGE FOR AMENDMENT NO. 2

DSHS CONTRACT NO. HHS000103500001

**DEPARTMENT OF STATE OF HEALTH
SERVICES**

By: DocuSigned by:
Imelda Garcia
87AFD032AD9D24A8...

Name: Imelda Garcia

Title: Associate Commissioner

CITY OF LAREDO HEALTH DEPARTMENT

By: DocuSigned by:
Rosario Cabello
02A65EA7AB9B443...

Name: Rosario Cabello

Title: Co-Interim City Manager

Date of Signature: March 9, 2020

Date of Signature: March 9, 2020

**THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AMENDMENT, AND THEIR TERMS ARE
HEREBY INCORPORATED INTO THE CONTRACT BY REFERENCE:**

Attachment B-2 - Fiscal Year 2021 Budget
Attachment F-2 - Federal Funding Accountability and
Transparency (FFATA)
Attachment H-1 - Immunization/Locals Program
Guidance Document

ATTACHMENTS FOLLOW

ATTACHMENT B-2
Fiscal Year 2021 Budget

Organization Name: City of Laredo Health Department

Program ID: IMM/LOCALS

Contract Number: HHS000103500001

Budget Categories	Budget for FY 2021
Personnel	\$152,723.00
Fringe Benefits	\$77,369.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$399.00
Contractual	\$0.00
Other	\$0.00
Total Direct Costs	\$230,491.00
Indirect Costs	\$0.00
Total	\$230,491.00

Remainder of page intentionally left blank

ATTACHMENT F-2

Fiscal Federal Funding Accountability and Transparency Act
(FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.

Legal Name of Contractor: City of Laredo Health Department 2600 Cedar Laredo TX 78040	FFATA Contact #1 Name, Email and Phone Number: Hector f. Gonzalez Hgonzalez@ci.laredo.tx.us 9567954920
Primary Address of Contractor: Jose Castillo Jcastillo@ci.laredo.tx.us 9567954920	FFATA Contact #2 Name, Email and Phone Number:
ZIP Code: 9-digits Required www.usps.com 78040-4040	DUNS Number: 9-digits Required www.sam.gov 618150460
State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits 618150460	

Printed Name of Authorized Representative Hector F. Gonzalez	Signature of Authorized Representative Digitally signed by: Hector F. Gonzalez DN: cn=Hector F. Gonzalez, o=City of Laredo Health Department
Title of Authorized Representative Director	Date March 8, 2020

**Fiscal Federal Funding Accountability and Transparency Act
(FFATA) CERTIFICATION**

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year? ☐ Yes ☒ No

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.

If your answer is "No", answer questions "A" and "B".

A. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? ☐ Yes ☒ No

B. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year? ☐ Yes ☒ No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".

If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? ☐ Yes ☐ No

If your answer is "Yes" to this question, where can this information be accessed?

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

Provide compensation information here:

RESOLUTION 2020-R-049

RATIFYING THE EXECUTION OF THE CONTRACT AMENDMENT FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES (DSHS) IN THE AMOUNT OF \$230,491.00 WITH A PROJECTED AMOUNT OF PROGRAM INCOME OF \$107,488.00 FOR A TOTAL OF \$337,979.00 FOR THE CONTINUATION OF THE IMMUNIZATION ACTION PLAN (IAP) PROGRAM FOR THE CITY OF LAREDO HEALTH DEPARTMENT TO PROVIDE IMMUNIZATIONS FOR SERIOUS VACCINE PREVENTABLE DISEASES AND CONDUCT DISEASE DETECTION AND SURVEILLANCE ACTIVITIES FOR PREVENTION FOR THE TERM BEGINNING SEPTEMBER 1, 2020 THROUGH AUGUST 31, 2021.

WHEREAS, the Texas Department of State Health Services (DSHS) continues to contract with the City of Laredo to provide public health and prevention services to the residents of Laredo. The Immunization Action Plan (IAP) Program was developed to provide immunization services and a community-based strategy for the prevention of potential epidemics of vaccine-preventable diseases; and

WHEREAS, the City of Laredo Health Department (CLHD) Immunization Program has implemented a model immunization program for children, adolescents, and adults, with special emphasis on accelerating interventions to improve the immunization coverage of children two (2) years of age or younger and has achieved 100% compliance. Over 20,000 persons are administered over 43,000 immunizations annually. Protection is for both children and adults against very serious vaccine-preventable diseases.

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

Section 1: The City Manager is hereby authorized to ratify and execute a contract amendment from the Texas Department of State Health Services (DSHS) in the amount of \$230,491.00 with a projected amount of program income of \$107,488.00 for a total of \$337,979.00 for the continuation of the Immunization Action Plan (IAP) Program for the City of Laredo Health Department to provide immunizations for serious vaccine preventable diseases and conduct disease detection and surveillance activities for prevention for the term beginning September 1, 2020 through August 31, 2021.

Section 2: The revenue line item 226-0000-323-4056 and the expenditure division 226-6006 with Project Number HEIA13 will decrease by \$106,067.00 and the revenue account 226-0000-372-1000 and expense account 226-6801-544-9900 will increase by \$106,067.00. The total budget remains the same.

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

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

**PETE SAENZ
MAYOR**

ATTEST:

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

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

**RICARDO BENAVIDES III
ASSISTANT CITY ATTORNEY**

City Council-Regular

Meeting Date: 04/06/2020

Initiated By: Rosario Cabello, Co-Interim City Manager

Staff Source: Hector F. Gonzalez, MD, MPH, Director of Health

SUBJECT

2020-R-050 Ratifying the execution of a contract amendment from the Texas Department of State Health Services (DSHS) in the amount of \$341,737.00, with a cash match of \$34,174.00, for the continuation of the City of Laredo Health Department Public Health Emergency Preparedness (PHEP) and Response Services for disease control and emergency management, for the term period from July 1, 2020 through June 30, 2021.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On October 21, 2019, City Council approved Resolution 2019-R-163.

BACKGROUND

The Texas Department of State Health Services (DSHS) continues to contract with the City of Laredo to provide public health services to residents of Laredo and Webb County through the City of Laredo Health Department (CLHD). DSHS will continue to partner with the CLHD to provide enhanced local public health infrastructures to address critical public health threats, disease control and prevention, public health emergency preparedness and response to all hazards threats, public health emergencies, and disasters through surveillance, detection, disease investigation, epidemiology, training, conducting simulations and providing laboratory support for testing and confirmation through the bio-safety laboratory level III in Laredo and surrounding counties.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that City Council approve the Resolution.

Fiscal Year: 2020
Budgeted Y/N?:
Source of Funds: DSHS
Account #: 226-6010
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

The revenue account 226-0000-323-4089 and the expenditure division 226-6010 with Project Number HEBT13 will increase by \$10,602.00. The revenue account 226-0000-372-1000 and the expenditure division 226-6801-544-9900 will decrease by \$10,602.00. The total budget remains the same.

Attachments

Contract
2020-R-050



TEXAS
Health and Human
Services

Texas Department of State Health Services

John Hellerstedt, M.D.
Commissioner

Rosario Cabello
City of Laredo Health Department
1110 Houston St., P.O. Box 2337
Laredo, Texas 78040

Subject: Public Health Emergency Preparedness Contract
Contract Number: 537-18-0168-00001, Amendment No. 4
Contract Amount: \$1,479,171.00
Contract Term: July 1, 2017 through June 30, 2021

Dear Ms. Cabello:

Enclosed is the Public Health Emergency Preparedness amendment between the Department of State Health Services and City of Laredo Health Department.

The purpose of this contract is to perform activities in support of the Public Health Emergency Preparedness (PHEP) Cooperative Agreement from the Centers for Disease Control and Prevention (CDC) in support of public health emergency preparedness.

This amendment increases the contract by \$375,911.00 (reflecting \$341,737.00 in federal funding and \$34,174.00 in match funding) for FY2021 and extends the end of the contract term to June 30, 2021.

Please let me know if you have any questions or need additional information.

Sincerely,

Quynh-Nhi Ge, CTCM
Contract Manager
512-776-2304
Quynhnhige@dshs.texas.gov

DEPARTMENT OF STATE HEALTH SERVICES

CONTRACT No. 537-18-0168-00001

AMENDMENT No. 4

The DEPARTMENT OF STATE HEALTH SERVICES ("System Agency") and CITY OF LAREDO HEALTH DEPARTMENT ("Grantee"), collectively the "Parties" to that certain Public Health Emergency Preparedness ("PHEP") contract effective July 1, 2017 and denominated as DSHS Contract No. 537-18-0168-00001 (the "Contract"), as amended, now want to further amend the Contract.

WHEREAS, System Agency has elected to extend the term of the Contract, to revise the Budget and to amend the Fiscal Year ("FY") 2021 Statement of Work.

The Parties hereby amend and modify the Contract as follows:

1. **ARTICLE III** of the Signature Document, **DURATION**, is hereby amended to reflect a revised termination date of **June 30, 2021**.
2. **ARTICLE IV** of the Signature Document, **BUDGET**, is hereby amended to add **\$341,737.00** in federal funding to the Contract and with the Grantee providing a total of **\$34,174.00** in match funds for Fiscal Year 2021. The total not-to-exceed amount of the Contract is therefore increased to **\$1,479,171.00**, of which **\$1,344,927.00** represents federal funding and **\$134,244.00** represents match. All expenditures under the Contract will be in accordance with the revised budget stated in Article 4 of this Amendment. Funds provided in support of one Contract activity may only be used for that activity and may not be comingled with other funds provided under this Contract.
3. **ARTICLE VIII** of the Signature Document, **NOTICE TO PROCEED**, is hereby deleted in its entirety and replaced with the following:

VIII. NOTICE TO PROCEED

Funding for this Contract is dependent on the award of the applicable federal grant. No FY2021 work may begin and no charges may be incurred until the System Agency issues a written notice to proceed to Grantee. This Notice to Proceed may include an amended or ratified budget which will be incorporated into this Contract by a subsequent amendment, as necessary. Notwithstanding the preceding, at the discretion of the System Agency, Grantee may be eligible to receive reimbursement for eligible expenses incurred during the period of performance as defined by 2 CFR §200.309.

4. **ATTACHMENT B, BUDGET**, is hereby amended by deleting the budget table in its entirety and replacing it with the following:

Budget Categories	FY18 Budget Summary (7/1/17 – 6/30/18)	FY19 Budget Summary (7/1/18 – 6/30/19)	FY20 Budget Summary (7/1/19 – 6/30/20)	FY21 Budget Summary (7/1/20 – 6/30/21)	Total Budget Summary
Personnel	\$185,038.00	\$192,566.00	\$194,019.00	\$198,783.00	\$770,406.00
Fringe Benefits	\$90,780.00	\$81,282.00	\$87,386.00	\$79,931.00	\$339,379.00
Travel	\$11,311.00	\$12,443.00	\$6,537.00	\$8,869.00	\$39,160.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$1,566.00	\$6,893.00	\$7,325.00	\$4,618.00	\$20,402.00
Contractual	\$4,489.00	\$0.00	\$0.00	\$0.00	\$4,489.00
Other	\$40,451.00	\$37,951.00	\$43,153.00	\$49,536.00	\$171,091.00
Sum of DSHS Direct Costs	\$333,635.00	\$331,135.00	\$338,420.00	\$341,737.00	\$1,344,927.00
Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sum of DSHS Direct Costs and Indirect Costs	\$333,635.00	\$331,135.00	\$338,420.00	\$341,737.00	\$1,344,927.00
Plus, Required Match (Cash or In-Kind)	\$33,114.00	\$33,114.00	\$33,842.00	\$34,174.00	\$134,244.00
Total Contract Amount	\$366,749.00	\$364,249.00	\$372,262.00	\$375,911.00	\$1,479,171.00

The Parties agree that Grantee shall provide total matching funds in the amount of **\$134,244.00**.

5. **ATTACHMENT A.4, FY2020 STATEMENT OF WORK**, is hereby amended and replaced in its entirety with **ATTACHMENT A.5, FY2021 STATEMENT OF WORK**.
6. This Amendment shall be effective on July 1, 2020.
7. Except as amended by this Amendment, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
8. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 4
SYSTEM AGENCY CONTRACT NO. 537-18-0168-00001**

DEPARTMENT OF STATE HEALTH SERVICES CITY OF LAREDO HEALTH DEPARTMENT

By: DocuSigned by:
Jennifer Sims
FF74008F8A8747E

Name: Jennifer Sims

Title: Deputy Commissioner

By: DocuSigned by:
Rosario Cabello
02A05EA7AB0B443

Name: Rosario Cabello

Title: Co-Interim City Manager

Date of Signature: March 23, 2020

Date of Signature: March 10, 2020

**THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AMENDMENT AND THEIR RESPECTIVE
TERMS ARE HEREBY INCORPORATED INTO THE CONTRACT BY REFERENCE:**

ATTACHMENT A.5 - FY2021 STATEMENT OF WORK

ATTACHMENT C- FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

RESOLUTION 2020-R-050

RATIFYING THE EXECUTION OF A CONTRACT AMENDMENT FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES (DSHS) IN THE AMOUNT OF \$341,737.00, WITH A CASH MATCH OF \$34,174.00, FOR THE CONTINUATION OF THE CITY OF LAREDO HEALTH DEPARTMENT PUBLIC HEALTH EMERGENCY PREPAREDNESS (PHEP) AND RESPONSE SERVICES FOR DISEASE CONTROL AND EMERGENCY MANAGEMENT FOR THE TERM PERIOD FROM JULY 1, 2020 THROUGH JUNE 30, 2021.

WHEREAS, the Texas Department of State Health Services (DSHS) continues to contract with the City of Laredo to provide public health services to residents of Laredo and Webb County through the City of Laredo Health Department (CLHD); and

WHEREAS, DSHS will continue to partner with the CLHD to provide enhanced local public health infrastructures to address critical public health threats, disease control and prevention, public health emergency preparedness and response to all hazards threats, public health emergencies and disasters through surveillance, detection, disease investigation, epidemiology, training, conducting simulations and providing laboratory support for testing and confirmation through the bio-safety laboratory level III in Laredo and surrounding counties.

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

Section 1: The City Manager is hereby authorized to ratify and execute a contract amendment from the Texas Department of State Health Services (DSHS) in the amount of \$341,737.00, with a cash match of \$34,174.00, for the continuation of the City of Laredo Health Department Public Health Emergency Preparedness (PHEP) and Response services for disease control and emergency management for the term period from July 1, 2020 through June 30, 2021.

Section 2: The revenue account 226-0000-323-4089 and the expenditure division 226-6010 with Project Number HEBT13 will increase by \$10,602.00. The revenue account 226-0000-372-1000 and the expenditure division 226-6801-544-9900 will decrease by \$10,602.00. The total budget remains the same.

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

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

**PETE SAENZ
MAYOR**

ATTEST:

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

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

**RICARDO BENAVIDES III
ASSISTANT CITY ATTORNEY**

City Council-Regular

Meeting Date: 04/06/2020

Initiated By: Rosario Cabello, Co-Interim City Manager

Staff Source: Hector F. Gonzalez, MD, MPH, Director of Health

SUBJECT

2020-R-056 Ratifying the submission of a grant application and authorizing the City Manager to accept and enter into a contract from the Texas Department of State Health Services (DSHS) for funding from the US Centers for Disease Control and Prevention, and amending the FY 2019-2020 budget by appropriating revenues and expenditures in the amount of \$406,775.00 and amending the FY 2019-2020 Full Time Equivalent (FTE) Position Listing by adding one (1) Epidemiologist, R38 position, one (1) Microbiologist I, R37 position, and two (2) Public Health Technician, R36 positions for the City of Laredo Health Department (CLHD) COVID-19 response activities for the term from execution date through March 15, 2021.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The Texas Department of State Health Services (DSHS) with funding from the US Centers for Disease Control and Prevention contracts with the City of Laredo to provide public health services to residents of Laredo and Webb County through the City of Laredo Health Department (CLHD). Through this partnership, the CLHD will conduct surveillance to identify cases, report case data in a timely manner, identify contacts, characterize disease transmission, and track relevant epidemiologic characteristics including hospitalization and death; conduct surveillance to monitor virologic and disease activity in the community and healthcare settings; implement routine and enhanced surveillance to support the science base that informs public health interventions that mitigate the impact of COVID-19, including understanding of clinical characteristics; infection prevention and control practices; and other mitigation requirements; establish or enhance core epidemiological activities to support response such as risk assessment, case classification, analysis, visualization, reporting; conduct surveillance to monitor disruption in the community caused by COVID-19 and related mitigation activities (e.g. school closures and cancellation of mass gatherings); conduct surveillance to monitor disruption in healthcare systems caused by COVID-19 (e.g. shortages of personal protective equipment); and develop a brief COVID-19

community intervention implementation plan that describes how the state and local jurisdictions will achieve the response's three mitigation goals: 1) Slow transmission of disease, 2) Minimize morbidity and mortality, and 3) Preserve healthcare, workforce, and infrastructure functions and minimize social and economic impacts.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that City Council introduce the Ordinance.

Fiscal Impact

Fiscal Year: 2020
Budgeted Y/N?:
Source of Funds: DSHS
Account #: 226-6041
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funds will be reflected in the 226-6041 accounts.

Attachments

COVID-19 Budget Template Request
Ordinance

Andrea D. Tijerina

From: Martin Aleman
Sent: Tuesday, March 24, 2020 4:46 PM
To: Erika Martínez; Hector F. Gonzalez; Rosario Morales; Andrea D. Tijerina
Cc: Amelia Solis; Richard A. Chamberlain
Subject: RE: COVID-19 Crisis CoAg FY20 Budget Template Request - Laredo

Ok, will proceed with PHIO as instructed so we can meet the deadline for April 6, 2020.

Thank you,

Martin Aleman
maleman@ci.laredo.tx.us
956-795-4925

From: Erika Martinez
Sent: Tuesday, March 24, 2020 4:33 PM
To: Martin Aleman <maleman@ci.laredo.tx.us>; Hector F. Gonzalez <hgonzalez@ci.laredo.tx.us>; Rosario Morales <rmorales@ci.laredo.tx.us>; Andrea D. Tijerina <atijerina9@ci.laredo.tx.us>
Cc: Amelia Solis <asolis1@ci.laredo.tx.us>; Richard A. Chamberlain <rchamberla@ci.laredo.tx.us>
Subject: Re: COVID-19 Crisis CoAg FY20 Budget Template Request - Laredo

Per City Manager, we need to do a PHIO to accept the funds.

Get [Outlook for iOS](#)

From: Martin Aleman <maleman@ci.laredo.tx.us>
Sent: Tuesday, March 24, 2020 4:29 PM
To: Erika Martínez; Hector F. Gonzalez; Rosario Morales; Andrea D. Tijerina
Cc: Amelia Solis; Richard A. Chamberlain
Subject: RE: COVID-19 Crisis CoAg FY20 Budget Template Request - Laredo

As per Finance we will proceed in submitting a resolution for approval to apply for the grant.

Thank you,

Martin Aleman
maleman@ci.laredo.tx.us
956-795-4925

From: Erika Martinez
Sent: Tuesday, March 24, 2020 4:08 PM
To: Hector F. Gonzalez <hgonzalez@ci.laredo.tx.us>; Rosario Morales <rmorales@ci.laredo.tx.us>; Martin Aleman <maleman@ci.laredo.tx.us>; Andrea D. Tijerina <atijerina9@ci.laredo.tx.us>
Cc: Amelia Solis <asolis1@ci.laredo.tx.us>; Richard A. Chamberlain <rchamberla@ci.laredo.tx.us>
Subject: Re: COVID-19 Crisis CoAg FY20 Budget Template Request - Laredo

This will also need to go to council.

From: Hector F. Gonzalez <hgonzalez@ci.laredo.tx.us>
Sent: Tuesday, March 24, 2020 10:41 AM
To: Rosario Morales; Martin Aleman; Andrea D. Tijerina
Cc: Amelia Solis; Richard A. Chamberlain; Erika Martinez
Subject: FW: COVID-19 Crisis CoAg FY20 Budget Template Request - Laredo

Micro

1 epi

2 pht

Lab supplies and PPE Rau do we need any equipment to continue flu, covid, testing

City of Laredo Health Department



Public Health

Hector F. Gonzalez MD. MPH
Director of Health
City of Laredo Health Department
A: 2600 Cedar Ave. Laredo, Texas 78040
P: (956) 795-4920 | M: (956) 763-3758
F: (956) 726-2632 | E: hgonzalez@ci.laredo.tx.us
www.cityoflaredohealth.com



From: Richard A. Chamberlain
Sent: Tuesday, March 24, 2020 10:36 AM
To: Hector F. Gonzalez <hgonzalez@ci.laredo.tx.us>
Subject: Fwd: COVID-19 Crisis CoAg FY20 Budget Template Request - Laredo

Regards,

Richard A. Chamberlain, DrPH(c), MPH, RS

Pronouns: he, him, his

Assistant Director of Programs and Services
City of Laredo Health Department
A: [2600 Cedar Ave. Laredo, Texas 78040](http://2600CedarAve.com)
P: [\(956\) 795-4918](tel:9567954918) | M: [\(956\) 267-3767](tel:9562673767)
F: [\(956\) 795-4953](tel:9567954953) | E: rchamberla@ci.laredo.tx.us
www.cityoflaredohealth.com

Begin forwarded message:

From: "Ge,QuynhNhi (DSHS)" <QuynhNhi.Ge@dshs.texas.gov>
Date: March 23, 2020 at 2:32:33 PM CDT
To: Amelia Solis <asolis1@ci.laredo.tx.us>, "Hector F. Gonzalez" <hgonzalez@ci.laredo.tx.us>, "Richard A. Chamberlain" <rchamberla@ci.laredo.tx.us>
Cc: DSHS PHEP <PHEP@dshs.texas.gov>
Subject: COVID-19 Crisis CoAg FY20 Budget Template Request - Laredo

ATTENTION: This email originated from outside your organization. Caution when clicking links or opening attachments.

COVID-19 Crisis CoAg FY20 Budget Template Request

COVID 19 Funding Allocation – Component B

Dear Public Health Emergency Preparedness Partner,

1. Centers for Disease Control and Prevention (CDC) has provided funding to perform required and allowable activities in support of Coronavirus 2019 (COVID-19) response and in alignment with the Public Health Crisis Response Cooperative Agreement for Emergency Response (Funding Opportunity Number CDC-RFA-TP18-1802).
2. Required activities:
 - a. Surveillance, Laboratory Testing, and Reporting
 - i. Conduct surveillance to identify cases, report case data in a timely manner, identify contacts, characterize disease transmission, and track relevant epidemiologic characteristics including hospitalization and death.
 - ii. Conduct surveillance to monitor virologic and disease activity in the community and healthcare settings.
 - iii. Implement routine and enhanced surveillance to support the science base that informs public health interventions that mitigate the impact of COVID-19, including understanding of clinical characteristics; infection prevention and control practices; and other mitigation requirements.
 - iv. Establish or enhance core epidemiological activities to support response such as risk assessment, case classification, analysis, visualization, reporting.
 - v. Conduct surveillance to monitor disruption in the community caused by COVID-19 and related mitigation activities (e.g. school closures and cancellation of mass gatherings).

- vi. Conduct surveillance to monitor disruption in healthcare systems caused by COVID-19 (e.g. shortages of personal protective equipment).
- b. Community Intervention Implementation Plan
 - i. Recipients must develop a brief COVID-19 community intervention implementation plan that describes how the state and local jurisdictions will achieve the response's three mitigation goals: 1) Slow transmission of disease, 2) Minimize morbidity and mortality, and 3) Preserve healthcare, workforce, and infrastructure functions and minimize social and economic impacts.

Jurisdictions may use discretion to allocate this funding for their highest priority response needs in the following categories. With prior approval, reimbursement may be allowed for pre-award costs incurred on or after January 20, 2020, for certain public health expenses related to surveillance, epidemiology, laboratory capacity, infection control, mitigation, communications, and other preparedness and response activities associated with COVID-19 response activities and otherwise allowable under this guidance.

Domain 1: Incident Management for Early Crisis Response

- • Emergency Operations and Coordination
- • Responder Safety and Health
- • Identification of Vulnerable Populations

Domain 2: Jurisdictional Recovery

- • Jurisdictional Recovery

Domain 3: Information Management

- • Information Sharing
- • Emergency Public Information and Warning and Risk Communication

Domain 4: Countermeasures and Mitigation

- • Nonpharmaceutical Interventions
- • Quarantine and Isolation Support
- • Distribution and Use of Medical Materiel

Domain 5: Surge Management

- • Surge Staffing
- • Public Health Coordination with Healthcare Systems
- • Infection Control

Domain 6: Biosurveillance

- • Public Health Surveillance and Real-time Reporting

- • Public Health Laboratory Testing, Equipment, Supplies, and Shipping
- • Data Management

Alteration or renovation of non-federal facilities that directly support activities in these six domains are allowable activities, subject to prior approval.

These contracts will be upon execution with a termination of March 15, 2021. **Please read the following carefully.**

Please find attached two blank FY20 Budget Templates for your completion. One budget template for any pre-award costs which date back to January 20, 2020 and the second budget to cover the required activities going forward.

These budget templates should be completed and returned to ACM by **≡ Noon Wednesday, March 25, 2020.**

COVID-19 funding: The FY20 allocation dollar amount is **\$406,775.00** for Program ID: CPS/COVID 19.

- Please find attached the FY20 Budget Templates, including the Face Page and Contact Page.
- The submitted budget will be reviewed and processed in the order in which it is received. Please note FY20 contractors are not required to provide matching funds.
- As a reminder, the budget templates are locked to prevent the deletion of formulas. Budgets will only be accepted on the new budget templates labeled FY2020 on the Face Page.
- Dollar amounts must be in whole numbers. Budgets using cents or with inadequate justifications will be returned for revision.
- Please limit full-time equivalent (FTE) effort to two decimal places.
- Please do not use formulas in the Excel cells.

Please complete and email the FY20 Budget Template **Quynh-Nhi Ge** at **Quynhnhi.Ge@dshs.texas.gov** and CC the PHEP inbox (**PHEP@dshs.texas.gov**) by **Wednesday, March 25, 2020.**

Please contact me with any questions.

Quynh-Nhi Ge, CTCM

Contract Specialist V
Contract Management Section (CMS)
Department of State Health Services (DSHS)
P.O. Box 149347
Austin, TX 78714-9347
Phone (office): 512-776-2304
Email: Quynhnhi.Ge@dshs.texas.gov

Quynh-Nhi Ge, CTCM

Contract Specialist V
Contract Management Section (CMS)
Department of State Health Services (DSHS)
P.O. Box 149347
Austin, TX 78714-9347
Phone (office): 512-776-2304
Email: Quynhnhi.Ge@dshs.texas.gov

ORDINANCE

RATIFYING THE SUBMISSION OF A GRANT APPLICATION AND AUTHORIZING THE CITY MANAGER TO ACCEPT AND ENTER INTO A CONTRACT FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES (DSHS), AMENDING THE FY 2019-2020 BUDGET BY APPROPRIATING REVENUES AND EXPENDITURES IN THE AMOUNT OF \$406,775.00 AND AMENDING THE FY 2019-2020 FULL TIME EQUIVALENT (FTE) POSITION LISTING BY ADDING ONE (1) EPIDEMIOLOGIST, R38 POSITION, ONE (1) MICROBIOLOGIST I, R37 POSITION, AND TWO (2) PUBLIC HEALTH TECHNICIAN, R36 POSITIONS FOR THE CITY OF LAREDO HEALTH DEPARTMENT (CLHD) COVID-19 RESPONSE ACTIVITIES FOR THE TERM FROM EXECUTION DATE THROUGH MARCH 15, 2021.

WHEREAS, the Texas Department of State Health Services (DSHS) contracts with the City of Laredo to provide public health services to residents of Laredo and Webb County through the City of Laredo Health Department (CLHD); and

WHEREAS, through this partnership, the CLHD will conduct surveillance to identify cases, report case data in a timely manner, identify contacts, characterize disease transmission, and track relevant epidemiologic characteristics including hospitalization and death; conduct surveillance to monitor virologic and disease activity in the community and healthcare settings; implement routine and enhanced surveillance to support the science base that informs public health interventions that mitigate the impact of COVID-19, including understanding of clinical characteristics; infection prevention and control practices; and other mitigation requirements; establish or enhance core epidemiological activities to support response such as risk assessment, case classification, analysis, visualization, reporting; conduct surveillance to monitor disruption in the community caused by COVID-19 and related mitigation activities (e.g. school closures and cancellation of mass gatherings); conduct surveillance to monitor disruption in healthcare systems caused by COVID-19 (e.g. shortages of personal protective equipment); and develop a brief COVID-19 community intervention implementation plan that describes how the state and local jurisdictions will achieve the response's three mitigation goals: 1) Slow transmission of disease, 2) Minimize morbidity and mortality, and 3) Preserve healthcare, workforce, and infrastructure functions and minimize social and economic impacts.

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

Section 1: The City Manager is hereby authorized to ratify the submission of a grant application and accept and enter into a contract from the Texas Department of State Health Services (DSHS), amending the FY 2019-2020 budget by appropriating revenues and expenditures in the amount of \$406,775.00 and

amending the FY 2019-2020 Full Time Equivalent (FTE) Position Listing by adding one (1) Epidemiologist, R38 position, one (1) Microbiologist I, R37 position, and two (2) Public Health Technician, R36 positions for the City of Laredo Health Department (CLHD) COVID-19 response activities for the term from execution date through March 15, 2021.

Section 2:

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

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

**PETE SAENZ
MAYOR**

ATTEST:

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

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

**RICARDO BENAVIDES III
ASSISTANT CITY ATTORNEY**

City Council-Regular

Meeting Date: 04/06/2020

Initiated By: Rosario Cabello, Co-Interim City Manager

Staff Source: Hector F. Gonzalez, MD, MPH, Director of Health; Melina Bermudez, Human Resources Director; Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to extend service contract FY17-020 to Quest Diagnostics, San Antonio, Texas, in the estimated annual amount of \$600,000.00, to provide clinical laboratory testing services for the Health Department and Employee Health and Wellness. The term of this contract shall be for three years, beginning on May 1, 2020 through April 30, 2023, and is subject to future appropriations. Services will be secured on as needed basis and funding is available in the Health Department and Employee Health and Wellness Funds.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

On February 3, 2020, City Council approved Motion 27 to increase the amount from \$480,000.00 to \$600,000.00 as allowed by the 25% provision.

BACKGROUND

Quest Diagnostic is currently contracted to provide laboratory clinical services not performed in house or sent to specific state laboratories. The City of Laredo Health Department and Employee Health & Wellness will reimburse the diagnostic and laboratory support for professional services rendered in an estimated annual amount of \$600,000.00 (twelve month period).

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends that City Council approve the Motion.

Fiscal Impact

Fiscal Year:	2020
Budgeted Y/N?:	Y

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. Funding is available in the Employee Health & Wellness and Health Department Funds.

Accounts: 226-2911-543-5527 226-2921-543-5527 226-2923-543-5527

226-2926-543-5527 226-6004-543-5527 226-6020-543-5527 226-6106-543-5527

226-6109-543-5527 226-6110-543-5527 226-6203-543-5527 226-6500-543-5527

226-6508-543-5527 594-2062-513-5551

Attachments

Motion 27

City Council-Regular

Meeting Date: 02/03/2020

Initiated By: Rosario Cabello, Co-Interim City Manager

Staff Source: Hector F. Gonzalez, M. D., M.P. H. Health Director; Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to amend service contract FY17-020 to Quest Diagnostics, San Antonio, Texas, to allow for a 25% contract amount increase for providing clinical laboratory testing services for the Health Department and Employee Health and Wellness; new annual amount of contract will be for \$600,000.00. This contract is in the 3rd year of a three (3) year term and is subject to future appropriations; contract can be extended for three (3) additional one (1) year periods, upon mutual agreement of the parties. Services will be secured on an as needed basis. Funding is available in the Health Department and Employee Health and Wellness Funds.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

04/17/17 Council approved Motion 25, awarded a three year contract to Quest Diagnostics.

BACKGROUND

The City of Laredo went out on formal requests for sealed bids for Clinical Laboratory Services contract FY17-020. Two bids were received, however, bid from Bio Reference Laboratories, Elmwood Parks, NJ was received late/disqualified and was not considered and returned to vendor unopened. Quest Diagnostic, San Antonio, Texas bid was received on time.

Quest Diagnostic is currently contracted to provide laboratory clinical services not performed in house or sent to specific state laboratories. The City of Laredo Health Department and Employee Health & Wellness will reimburse the health care provider for professional services rendered in an estimated annual amount of \$480,000.00 (twelve month period). The term of this contract shall be for a period of three years as of the date of its execution and can be extended three additional one year periods upon mutual agreement.

COMMITTEE RECOMMENDATION

None

STAFF RECOMMENDATION

It is recommended that this contract be awarded.

Fiscal Impact

Fiscal Year: 2020

Budgeted Y/N?: Y

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N: Y

FINANCIAL IMPACT:

The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void. Funding is available in the Employee Health & Wellness and Health Department Funds.

Accounts: 226-2911-543-5527 226-2921-543-5527 226-2923-543-5527
226-2926-543-5527 226-6004-543-5527 226-6020-543-5527 226-6106-543-5527
226-6109-543-5527 226-6110-543-5527 226-6203-543-5527 226-6500-543-5527
226-6508-543-5527 594-2062-513-5551

Attachments

FY17-020 Bid & Motion 25

City Council-Regular

Meeting Date: 04/06/2020

Initiated By: Robert A. Eads, Co-Interim City Manager

Staff Source: Melina E. Bermudez, Human Resources Director

SUBJECT

Appointment of Rosario Camarillo Cabello to the position of Deputy City Manager; and any other matters incident thereto.

PREVIOUS COUNCIL ACTION

At the March 4, 2020 Special City Council meeting, newly appointed City Manager Robert A. Eads appointed Rosario Camarillo Cabello for the position of Deputy City Manager.

BACKGROUND

N/A

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

N/A

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding is available in General Fund.

City Council-Regular

Meeting Date: 04/06/2020

Staff Source: Melina Bermudez, Human Resources Director

SUBJECT

Authorizing the City Manager to execute the proposed Amendment to the Management Agreement between First Transit, Inc. and the City of Laredo. This contract is to provide automobile liability and general liability coverage for Laredo Transit Management, Inc., with limits of \$10,000,000.00 per occurrence, with a zero (\$0) dollar deductible. First Transit, Inc. will name the City of Laredo as an additional insured and provide waiver of subrogation endorsements on both the general liability and automobile liability insurance policies. Annual premium cost to be \$597,695.00 for the first year. Annual premium cost to be \$615,626.00 for the second year. If renewing for the third year, annual premium rate is not fixed. The above mentioned insurance agreement term will be for a period of one (1) year with two (2) one (1) year options to renew and with a sixty (60) day cancelation notice. Funding is available in El Metro Operations Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

Annual premium to be \$597,695.00 for the first year and \$615,626.00 for the second year.

PREVIOUS COUNCIL ACTION

February 6, 2017

BACKGROUND

Texas Municipal League (TML) Intergovernmental Risk Pool provides Workers' Compensation Coverage, Automobile Physical Damage Coverage, and Errors and Omission Coverage to Laredo Transit Management, Inc. (El Metro).

TML offers coverage to political subdivisions of the State of Texas referred to as "Pool Members," which form a self-insurance fund for the purpose of providing coverage against risks which are inherent in operating subdivisions. Laredo Transit Management Inc., is not a political subdivision of Texas; therefore, Transit employees are not "government employees."

On November 17, 2015 TML informed Laredo Transit Management, Inc. (El Metro), First Transit, Inc. and the City of Laredo that they could no longer honor the previous

contractual obligations which expired January 31, 2016. On April 22, 2016 TML rescinded Laredo Transit Management, Inc.'s Permissive Users Endorsement for automobile liability and general liability coverages. First Transit, Inc. through AIG has been providing automobile liability and general liability coverages thereafter the previous Management Agreement amendment was executed March 28, 2017 following RFP 16-069 and City Council motion on February 6, 2017.

RFP 20-031 for Auto/ Liability/Commercial General Liability Insurance for City of Laredo/Laredo Transit Management, Inc. (LTMI) received one submission, from First Transit, Inc.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends Approval of the Motion as Presented

Fiscal Impact

Fiscal Year:	2020
Budgeted Y/N?:	Y
Source of Funds:	EI Metro Operations
Account #:	Funds 558
Change Order: Exceeds 25% Y/N:	

FINANCIAL IMPACT:

Funding is available in the EI Metro Operations Budget

Information Services & Telecommunications 43.

City Council-Regular

Meeting Date: 04/06/2020

Initiated By: Rosario Cabello, Co-Interim City Manager

Initiated By: Rosario C. Cabello, Deputy City Manager

Staff Source: Homero Vazquez-Garcia, I.S.T. Director

SUBJECT

Consideration to ratify Purchase Orders issued to Insight Public Sector, Inc., in the total of amount of \$133,757.44 for the purchase of network equipment and installation at Building Development Services - Planning and Zoning Building located at 1413 Houston St., Laredo, Texas. Funding is available in the 2016 CO Bond.

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The City of Laredo purchased a vacant building located at 1413 Houston St., for the purpose of relocating Building Services Department and Planning and Zoning Department. The following Purchase Orders were issued as follows:

Purchase Order #325385 \$44,877.12 – network cabling for data and voice

Purchase Order #327219 \$42,080.90 – Cisco network switches, includes 3 year term license

Purchase Order #327813 \$38,732.47 – switches for surveillance cameras

Purchase Order #329241 \$ 1,822.05 – labor installation of 15 security cameras

Pending amendment to Purchase Order #325385 for \$6,244.90 for additional cabling as requested by the departments.

Purchase Orders issued as per DIR Contract #DIR-TSO-4167 and DIR-TSO-4343.

Both departments are operational at this new location.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Ratification approval by city council.

Fiscal Impact

Fiscal Year: 2020
Budgeted Y/N?:
Source of Funds: 2016 C.O. Bond
Account #: 470-9810-535-9002
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:
Funding is available in the 2016 CO Bond.

Attachments

CC-Insight Public Sector

COUNCIL COMMUNICATION

DATE: 04/06/20	SUBJECT: MOTION Consideration to ratify Purchase Orders issued to Insight Public Sector, Inc., in the total of amount of \$133,757.44 for the purchase of network equipment and installation at Building Development Services - Planning and Zoning Building located at 1413 Houston St., Laredo, Texas.	
INITIATED BY: Rosario C. Cabello, Deputy City Manager		STAFF SOURCE: Homero Vazquez-Garcia, Information Services & Telecommunications Director Miguel Pescador, Purchasing Agent
PREVIOUS COUNCIL ACTION: None		
BACKGROUND: The City of Laredo purchased a vacant building located at 1413 Houston St., for the purpose of relocating Building Services Department and Planning and Zoning Department. The following Purchase Orders were issued as follows: Purchase Order #325385 \$44,877.12 – network cabling for data and voice Purchase Order #327219 \$42,080.90 – Cisco network switches, includes 3 year term license Purchase Order #327813 \$38,732.47 – switches for surveillance cameras Purchase Order #329241 \$ 1,822.05 – labor installation of 15 security cameras Pending amendment to Purchase Order #325385 for \$6,244.90 for additional cabling as requested by the departments. Purchase Orders issued as per DIR Contract #DIR-TSO-4167 and DIR-TSO-4343. Both departments are operational at this new location.		
FINANCIAL IMPACT: Funds expensed from line items 401-9868-535-9201; 473-9854-535-9201 and 401-9876-535-9002.		
COMMITTEE RECOMMENDATION:		STAFF RECOMMENDATION: Ratification approval by city council.

City Council-Regular

Meeting Date: 04/06/2020

Initiated By: Rosario Cabello, Co-Interim City Manager

Staff Source: James Kirby, Planning Director; Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award contract FY20-008 to sole bidder consulting firm Strand Associates, Inc., Bernham, TX for the amount of \$150,000.00 for the Quiet Zone Implementation Project. This contract is for general services for the implementation of a Railroad Quiet Zone. This contract covers planning, design, and construction management of safety improvements needed in order to establish a "Quiet Zone" along the Kansas City Southern railroad line. Funding for this contract is available in the 2016 Certificate of Obligation Bond Issue.

PREVIOUS COUNCIL ACTION

Authorizing the selection of consultant firm S & B Infrastructure LTD to start negotiations for the Bridge Master Plan on October 21, 2019.

BACKGROUND

Consideration to award contract **FY20-008** to sole bidder consulting firm Strand Associates, Inc., Bernham, TX for the amount of \$150,000.00 for the Quiet Zone Implementation Project. This contract is for general services for the implementation of a Railroad Quiet Zone. This contract covers planning, design, and construction management of safety improvements needed in order to establish a "Quiet Zone" along the Kansas City Southern railroad line. This contract does not cover the construction of the required safety improvements, just the planning, design, and construction management.

In 2019, the City of Laredo completed the Kansas City Southern Railroad Quiet Zone study, which evaluated and provided recommendations for the highway/rail grade crossing improvements necessary to implement a Quiet Zone. To qualify for a Quiet Zone, specific requirements must be met. These are established by federal law and administered by the Federal Railroad Administration (FRA). The project must adhere to all required local, state and federal regulations.

The City of Laredo formally requested statements of qualifications through Cit-E-Bid. The City received 1 submittal from the following firm: Strand Associates, Inc., in Bernham, TX. The evaluation scoring was based on the following criteria: Experience, Background and Qualifications; Experience with Design, Implementation and Construction; Experience and Familiarity with City of Laredo, TxDOT, and FRA Regulations; Understanding of the Project; Capability to Meet Schedules, Deadlines, and Avoid Cost Overruns. Evaluation committee consisted of traffic department, planning and zoning and environmental.

Evaluation scores are attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Staff recommends that this contract be approved.

Fiscal Impact

Fiscal Year: 2020
Budgeted Y/N?: Y
Source of Funds: Bond Proceeds
Account #: 470-9853-535-9722
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Funding is available in the 2016 Certificate of Obligation Bond Issue.

Attachments

General Services Draft - Engineering Agreement

City Council-Regular

Meeting Date: 04/06/2020

Initiated By: Rosario Cabello, Co-Interim City Manager

Staff Source: Claudio Treviño Jr., Chief of Police

SUBJECT

Consideration to authorize the purchase of ammunition for the Police Department in the amount of \$149,285.27 from GT Distributors, Inc. through the Buyboard Cooperative Purchasing Program's Contract No. 524-17. Funding is available in the Laredo Police Department General Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Approved the City of Laredo's participation in the Buy Board Cooperative Purchasing Program.

BACKGROUND

Authorization is requested for the purchase of duty ammunition for the Police Department. This ammunition will be purchased from GT Distributors, Inc. utilizing the BuyBoard contract No. 524-17.

Description	Quantity	Rate	Total
Federal Cartridge-9MM-147 Gr. HST	243	\$307.69	\$74,768.67
Hornady 308 Win 168 Gr Eld Match Tap	1.5	\$1,264.10	\$1,896.15
Hornady .223 Rem 53gr GMX Tap Patrol	75.00	\$901.99	\$67,649.25
Federal Syntech Action Pistol 9mm Luger	20.00	\$248.56	\$4,971.20
Total			\$149,285.27

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

It is recommended that this action be authorized.

Fiscal Impact

Fiscal Year: 2020
Budgeted Y/N?: Y
Source of Funds: General Fund- PD
Account #: 101-2366-522-2500
Change Order: Exceeds 25% Y/N: N

FINANCIAL IMPACT:

Funding for the purchase of this ammunition is available in the Laredo Police Department's General Fund Ammunition Line Item Budget.

Attachments

Quote



GT Distributors - Austin
P.O. Box 16080
Austin TX 78761
(512) 451-8298 Ext. 0000

Quote	QTE0114824
Date	3/19/2020
Page:	1

Bill To:

Laredo City of (TX)
P O Box 210
Attn: Accounts Payable Div.
Laredo TX 78042-0210

Ship To:

Laredo, City of
4712 Maher Ave
Attn:
Ref: PO
Laredo TX 78041

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
191209 AMMO	000588	DE		NET 30	0/0/0000	2,056,033
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
243.00	FC-P9HST2*	Federal Cartridge-9MM-147 Gr. HST	M	\$307.69	\$74,768.67	
1.50	HORNADY-80725*	Hornady 308 Win 168 Gr Eld Match Tap	M	\$1,264.10	\$1,896.15	
75.00	HORNADY-80295*	Hornady .223 Rem 53gr GMX Tap Patrol	M	\$901.99	\$67,649.25	
20	FC-AE9SJAP1*	Federal Syntech Action Pistol 9mm Luger 150g	Each	\$248.56	\$4,971.20	
1	NOTES:	Notes:	EA	\$0.00	\$0.00	
		Quotation reflects Buyboard Contract 524-17 Contract period 04/01/19-03/31/20. Email BuyBoard PO's to info@buyboard.com				
1	NOTES:	Notes:	EA	\$0.00	\$0.00	
		TX State Contract Pricing #680-A1 Catalog MSRP - Discount -				

All returns must be authorized by GT Distributors. Interest charges on past due invoices at the maximum rate allowed by law.

Your salesperson is Doug Epler. Thank you!
dcasarez@ci.laredo.tx.us

Subtotal	\$149,285.27
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Total	\$149,285.27

City Council-Regular**Meeting Date:** 04/06/2020**Initiated By:** Robert A. Eads, Co-Interim City Manager**Staff Source:** Claudio Treviño Jr., Chief of Police**SUBJECT**

Consideration to execute a renewal lease agreement between the City of Laredo Police Department as lessee, and LA Ventures, Inc., as lessor for the approximate 9,397 square feet office and warehouse space located at 2826 E. Bustamante St., at the Laredo International Airport Industrial Airpark. The monthly rent is \$5,080.00 for the first year. The lease agreement is for five years and will commence on May 1, 2020 and end April 30, 2025. The facility will be used as storage of evidence and for other LPD operations. Funding is available in the Police Department's General Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

Motion to extend lease agreement was approved on May 4, 2015.

BACKGROUND

The City of Laredo Police Department leased this warehouse to store seized property. Due to the close proximity of the warehouse, it is beneficial for the police department. The warehouse has a loading dock which facilitates the loading and unloading of items that are recovered. The Laredo Police Department has experienced an increase of property seized for evidence and presently does not have the capacity to secure such property.

Sub-Lease Term	Square Ft.	Monthly Installments (USD)
Year 1	9,397	\$5,080.00
Year 2	9,397	\$5,181.00
Year 3	9,397	\$5,285.00
Year 4	9,397	\$5,390.00
Year 5	9,397	\$5,498.00

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Recommends the approval of this motion.

Fiscal Impact

Fiscal Year: 2020
Budgeted Y/N?: Y
Source of Funds: General Fund
Account #: 101-2320-523-3710
Change Order: Exceeds 25% Y/N: N/A

FINANCIAL IMPACT:

Funding is available in the Laredo Police Department General Fund:
101-2320-523-3710.

City Council-Regular

Meeting Date: 04/06/2020

Initiated By: Robert A. Eads, Co-Interim City Manager

Staff Source: Riazul I. Mia, P.E. Utilities Department Director, Miguel A. Pesador, Purchasing Agent

SUBJECT

Consideration to award annual contract FY20-040 to the lowest bidder MG Landscaping, Laredo, Texas in an amount, not to exceed, \$90,000.00 for lawn and landscaping repairs caused by water line break repairs. This contract is based on square and linear footage rates, and includes the cost of a licensed irrigator, plus a contingency fund to cover miscellaneous landscaping repairs including (but not limited to) replacing trees, mulch, various plants, and other landscaping items. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract has three extension periods. All services will be secured on an as needed basis. Funding is available in the Water Works Fund budget.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received four (4) bids through Cit-E-Bid for awarding an annual contract for lawn and landscaping repairs caused by utility repairs. This contract is based on square and linear footage rates and when needed a licensed irrigator; plus a contingency fund to cover miscellaneous landscaping repairs including (but not limited to) replacing trees, mulch, various plants, and other landscaping items. Based on the Utilities Department's review of the bids submitted, staff is recommending that a contract be awarded to the low bidder MG Landscaping, Laredo, Texas. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend

this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

A complete bid tabulation is attached. The summary lists all the types of rates that are included in this service.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year: 2020
Budgeted Y/N?: Yes
Source of Funds:
Account #: 557-4130-533-2011
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 FY20-040
FY20-040 Contract

				MG Landscaping, Inc.		Airstream Professional Misting		Midas Contractors LLC		ABBA CONSTRUCTION, LLC		
				Total Price	\$546.25	Total Price	\$666.77	Total Price	\$1,194.00	Total Price	\$2,640.00	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	
1	Landscaping Repairs Repairs to restore damaged lawn with San Augustine sod. Contractor shall provide all labor sod, tools, and equipment needed to re-lay sod damaged or disturbed by Utilities Department. Including any backfilling, leveling, and ordinary compaction of excavated area.	1	PKG		\$104.35	\$104.35	<u>\$9.93</u>	\$9.93	\$14.50	\$14.50	\$145.00	\$145.00
1.1	Minimum charge for repairs: Less than 100 S.F	1	Square Foot		\$100.00		<u>\$3.45</u>		\$4.00		\$100.00	
1.2	101-500 Square ft.	1	Square Foot		<u>\$1.00</u>		\$1.65		\$3.00		\$20.00	
1.3	501 to 1000 Square ft.	1	Square Foot		<u>\$0.85</u>		\$1.58		\$2.00		\$15.00	
1.4	1001 and over Square ft.	1	Square Foot		<u>\$0.50</u>		\$1.25		\$1.50		\$10.00	
1.5	Expected completion in working days per repair.	1	each		\$2.00		\$2.00		\$4.00		\$0.00	
2	Repairs to restore damaged lawn with Bermuda sod Contractor shall provide all labor, sod, tools, and equipment needed to re-lay sod damaged or disturbed by Utilities Department. Including any backfilling, leveling, and ordinary compaction of excavated area.	1	PKG		\$104.35	\$104.35	<u>\$9.93</u>	\$9.93	\$14.50	\$14.50	\$155.00	\$155.00
2.1	Minimum charge for repairs: Less than 100 S.F	1	Square Foot		\$100.00		<u>\$3.45</u>		\$4.00		\$100.00	
2.2	101-500 Square ft.	1	Square Foot		<u>\$1.00</u>		\$1.65		\$3.00		\$25.00	
2.3	501 to 1000 Square ft.	1	Square Foot		<u>\$0.85</u>		\$1.58		\$2.00		\$20.00	
2.4	1001 and over Square ft.	1	Square Foot		<u>\$0.50</u>		\$1.25		\$1.50		\$10.00	
2.5	Expected completion in working days per repair.	1	Each		\$2.00		\$2.00		\$4.00		\$0.00	
3	Repairing Irrigation System (Sprinkler Heads) Contractor shall provide labor, licensed irrigator, sprinkler heads, materials, tools, and equipment needed to repair sprinkler system damaged by Utilities Department. Including any backfilling, leveling, and ordinary compaction of excavated area.	1	PKG		<u>\$87.00</u>	\$87.00	\$227.91	\$227.91	\$114.00	\$114.00	\$870.00	\$870.00
3.1	Pop-up Sprinkler Heads	1	Each		\$10.00		<u>\$7.49</u>		\$10.00		\$125.00	
3.2	Impact Rotors	1	Each		\$30.00		<u>\$26.98</u>		\$40.00		\$195.00	
3.3	Gear-driven Rotors	1	Each		\$20.00		<u>\$19.77</u>		\$30.00		\$275.00	
3.4	Large Turf Rotors	1	Each		<u>\$25.00</u>		\$171.67		\$30.00		\$275.00	
3.5	Expected completion in working days per repair.	1	Each		\$2.00		\$2.00		\$4.00		\$0.00	
4	Repairing Irrigation System (Main Line Replacement) Contractor shall provide all labor, licensed Irrigator, PVC pipe/fittings, tools, and equipment needed to repair mainline damaged by Utilities Department. Including any backfilling, leveling, and ordinary compaction of excavated area.	1	PKG		<u>\$80.20</u>	\$80.20	\$94.50	\$94.50	\$234.00	\$234.00	\$381.00	\$381.00
4.1	Minimum charge for repairs: Less than 25 Linear Foot	1	Linear Foot		\$75.00		<u>\$18.50</u>		\$35.00		\$150.00	
4.2	26-50 Linear feet	1	Linear Foot		<u>\$1.00</u>		\$18.50		\$55.00		\$100.00	

4.3	51-75 Linear feet	1	Linear Foot	<u>\$0.90</u>		\$18.50		\$50.00		\$50.00	
4.4	76-100 Linear feet	1	Linear Foot	<u>\$0.75</u>		\$18.50		\$50.00		\$48.00	
4.5	101 and over Linear feet	1	Linear Foot	<u>\$0.55</u>		\$18.50		\$40.00		\$33.00	
4.6	Expected completion in working days per repair.	1	Each	\$2.00		\$2.00		\$4.00		\$0.00	
5	Repairing Irrigation System (Lateral Line Replacement) Contractor shall provide all labor, licensed Irrigator, PVC pipe/fittings, tools, and equipment needed to repair lateral line damaged by Utilities Department. Including any backfilling, leveling, and ordinary compaction of excavated area.	1	PKG	<u>\$81.35</u>	\$81.35	\$113.00	\$113.00	\$209.00	\$209.00	\$365.00	\$365.00
5.1	Minimum charge for repairs: Less than 25 Linear Foot	1	Linear Foot	\$75.00		<u>\$18.50</u>		\$70.00		\$125.00	
5.2	26-50 Linear feet	1	Linear Foot	<u>\$1.25</u>		\$18.50		\$40.00		\$90.00	
5.3	51-75 Linear feet	1	Linear Foot	<u>\$1.00</u>		\$18.50		\$25.00		\$40.00	
5.4	76-100 Linear feet	1	Linear Foot	<u>\$0.75</u>		\$18.50		\$25.00		\$40.00	
5.5	101 - 150 Linear feet	1	Linear Foot	<u>\$0.70</u>		\$18.50		\$25.00		\$35.00	
5.6	151 and over Linear feet	1	Linear Foot	<u>\$0.65</u>		\$18.50		\$20.00		\$35.00	
5.7	Expected completion in working days per repair.	1	Each	\$2.00		\$2.00		\$4.00		\$0.00	
6	Repairing Irrigation System (Valve Replacement)	1	PKG	<u>\$52.00</u>	\$52.00	\$187.00	\$187.00	\$304.00	\$304.00	\$474.00	\$474.00
6.1	Contractor shall provide all labor, licensed irrigator, valves, PVC pipe/fittings, tools, and equipment needed to repair/replace damaged valves by Utilities Department. Including any backfilling, leveling, and ordinary compaction of excavated area.	1	EA	<u>\$50.00</u>		\$185.00		\$300.00		\$474.00	
6.2	Expected completion in working days per repair.	1	EA	\$2.00		\$2.00		\$4.00		\$0.00	
7	Repairs to Irrigation Electrical System	1	PKG	\$37.00	\$37.00	<u>\$24.50</u>	\$24.50	\$304.00	\$304.00	\$250.00	\$250.00
7.1	Contractor shall provide all labor, tools, and equipment needed to repair irrigations electrical system damaged by Utilities Department. Including any backfilling, leveling, and ordinary compaction of excavated area.	1	Hourly Rate	\$35.00		<u>\$22.50</u>		\$300.00		\$250.00	
7.2	Expected completion in working days per repair.	1	Each	\$2.00		\$2.00		\$4.00		\$0.00	

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FY20-040 Addendum 1 MG Landscaping, Inc. Supplier Response

Event Information

Number: FY20-040 Addendum 1
Title: FY20-040 Lawn & Landscaping Repairs- Utilities
Type: Request For Bid
Issue Date: 1/29/2020
Deadline: 2/21/2020 05:00 PM (CT)
Notes: All questions for this bid shall be submitted through Cit-E-Bid or by email no later than February 10, 2020.
List of any specialized equipment should be submitted through Cit-E-Bid as an attachment.

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (784) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

MG Landscaping, Inc. Information

Contact: Martin Gonzalez
Address: 1541 Summit Dr
Laredo, TX 78045
Phone: (956) 754-0386
Email: mglandscaping@live.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Martin Gonzalez

Signature

Submitted at 2/18/2020 9:42:28 PM

mglandscaping@live.com

Email

Supplier Note

A copy of all necessary documents/insurances have already been turned in to your department. Thank you, Martin Gonzalez

Bid Attributes

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".

Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid

MG Landscaping, Inc Martin Gonzalez (956)754-0386

State how long under has the business been in its present business name

11 years

If applicable, list all other names under which the Business identified above operated in the last five years

N/A

State If the Company is a certified minority business enterprise

The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

6 Questions Part 1

- 1) Is any litigation pending against the Business?
- 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award?
- 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing or contracting?
- 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract?
- 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

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

State if the Company is a certified minority business enterprise

This company is not a certified minority business

Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from <http://www.ethics.state.tx.us/whatsnew/conflictforms.htm>.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflict of Interest Questionnaire (Form CIQ) include:

1. Mayor
2. Council Members
3. City Manager
4. Members of the Fire Fighters and Police Officers Civil Service Commission.
5. Members of the Planning and Zoning Commission.
6. Members of the Board of Adjustments
7. Members of the Building Standards Board
8. Parks & Leisure Advisory Committee Member.
9. Historic District Land Board Member.
10. Ethics Commission Board Member
11. The Board of Commissioners of the Laredo Housing Authority
12. The Executive Director of the Laredo Housing Authority
13. Any other City of Laredo decision making board member

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

10 Conflict of Interest Questionnaire Form CIQ

For vendor or other person doing business with local governmental entity.

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

Conflict of Interest Questionnaire

If vendor acknowledges there is no conflict of interest, there are no further actions for the vendor to take. If vendor acknowledges a possible conflict of interest, vendor must download and fill out CIQ Form and submit it as part of the ir bid.

☐ I attest there is no conflict of interest

Disclosure Form

For details on use of this form, see Section 4.01 of the City's Ethics Code.

This is a

☐ New Submission

Question 1. Name of person submitting this disclosure form

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

Question 2. Contract Information

Please include the following:

a) Contract or Project Name

b) Originating Department

Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)

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.

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.

1 9	Question 5. List any individuals or entities that will be subcontractors on this contract <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Not Applicable</div>
2 0	Question 5. List any individuals or entities that will be subcontractors on this contract If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>
2 1	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Not Applicable</div>
2 2	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>
2 3	Question 7. Disclosure of political contributions List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections a) Any individual seeking contract with the city (Question 3) b) Any owner or officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/officer of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6) <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Not Applicable</div>
2 4	Question 7. Disclosure of political contributions If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>
2 5	Updates on contributions required Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.
2 6	Question 8. Disclosure of Conflict of Interest Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials? <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">I am not aware of any conflict of interest</div>
2 7	8. Disclosure of Conflict of Interest If you selected I am aware of conflict of interest in question 8, please list them in this section. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>

2
8 **Question 9. Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

I have read and understand this section

2
9 **Question 10. No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

I have read and understand this section

3
0 **Question 11. Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

I have acknowledge that I have been advised

3
1 **Question 11. Oath**

Please complete in this section the required information for your company:

- 1) Name
- 2) Title
- 3) Company or DBA
- 4) Date

Martin Gonzalez
President
MG Landscaping, Inc
January 29, 2020

3
2 **Question 12. Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

I swear or affirm information is correct

3
3 **Disclosure Form**

For details on use of this form, see Section 4.01 of the City's Ethics Code.

3
4 **Disclosure Form**

For details on use of this form, see Section 4.01 of the City's Ethics Code.

3
5 **Company Information Questionnaire**

I have completed this section

3
6 **Conflict of Interest Questionnaire**

I have completed this section

3 7	Non-Collusive Affidavit <div>I have completed and included this form</div>
3 8	Discretionary Contracts Disclosure <div>I have completed this section</div>

Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tcc/1295-Info.htm>

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2262.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

46.1. Application

46.3. Definitions

46.5. Disclosure of Interested Parties Form

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

☐ I will comply with this form

Disqualification & Debarment Certification**DISQUALIFICATION & DEBARMENT CERTIFICATION**

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to Ordinance No. 2017-O-098, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

I certify to the terms and conditions

4 Contract Requirements

1

1. CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this bid for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) **Upon Award of Bid Only**

1.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure:

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filed out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

I have read and understand this section

4 Terms and Conditions for Request for Bids

2

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

It 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 location s 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 its suance of this RFB.

2.0 DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF HAND DELIVERED BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary City Hall, 1110 Houston Street, Laredo, Texas 78040.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60) or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City

4.0 REJECTION OF BIDS

The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven calendar days prior to the scheduled bid deadline a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum may

be e-mailed or obtained online at the City of Laredo website for bids. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) **Protest Procedures:** The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor. Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. Within 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 be bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be awarded by section total to the lowest responsive responsible bidder in accordance to the provisions of Chapters 252 and 271 of the State of Texas - Local Government Code.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof. The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) **Title & Risk of Loss:** The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale."

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo.

if found not to comply with the specifications

3. The contractor makes an unauthorized assignment for the benefit of any contractor

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule

All invoices shall be mailed to the Accounts Payable Office, City Hall, and P.O. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.

(e) For any inquiries on payment status or general billing questions please contact:

Jorge J. Jolly, Accounts Payable Manager

956-791-7328

jolly@ci.laredo.tx.us

1110 Houston St. Laredo, TX 78040

☐ I Agree to the Terms and Conditions

4 Equipment List

☐ Yes

4 Prior Contract List

☐ Yes

4 Addendum

Addendum Requires Acknowledgement

The bid deadline has been extended to Friday 2/21/2020 at 5:00 PM due to City Hall being closed on Thursday 2/20/20 at 3:00 PM due to WBCA Youth Parade. The bid will open on Monday 2/24/2020 at 10:00 AM

☐ No response

Bid Lines

1 Package Header

Landscaping Repairs

Repairs to restore damaged lawn with San Augustine sod.

Contractor shall provide all labor sod, tools, and equipment needed to re-lay sod damaged or disturbed by Utilities Department. Including any backfilling, leveling, and ordinary compaction of excavated area.

Quantity: 1 UOM: PKG

Total:

Item Notes: Please submit "0" for unit price

Package Items

1.1 Minimum charge for repairs: Less than 100 S.F

Quantity: 1 UOM: Square Foot Price: \$100.00 Total: \$100.00

1.2 101-500 Square ft.

Quantity: 1 UOM: Square Foot Price: \$1.00 Total: \$1.00

1.3 501 to 1000 Square ft.

Quantity: 1 UOM: Square Foot Price: \$0.85 Total: \$0.85

1.4 1001 and over Square ft.

Quantity: 1 UOM: Square Foot Price: \$0.50 Total: \$0.50

1.5 Expected completion in working days per repair.

Quantity: 1 UOM: each Price: \$2.00 Total: \$2.00

Supplier Notes: Completion of repairs will take 1 to 2 days depending on sod grass availability.

2. Package Header

Repairs to restore damaged lawn with Bermuda sod Contractor shall provide all labor, sod, tools, and equipment needed to re-lay sod damaged or disturbed by Utilities Department. Including any backfilling, leveling, and ordinary compaction of excavated area.

Quantity 1 UOM: PKG Total: \$104.35

Item Notes: Please submit "0" for unit price

Package Items

2.1 Minimum charge for repairs: Less than 100 S.F

Quantity: 1 UOM: Square Foot Price: \$100.00 Total: \$100.00

2.2 101-500 Square ft.

Quantity: 1 UOM: Square Foot Price: \$1.00 Total: \$1.00

2.3 501 to 1000 Square ft.

Quantity: 1 UOM: Square Foot Price: \$0.85 Total: \$0.85

2.4 1001 and over Square ft.

Quantity: 1 UOM: Square Foot Price: \$0.50 Total: \$0.50

2.5 Expected completion in working days per repair.

Quantity: 1 UOM: Each Price: \$2.00 Total: \$2.00

Supplier Notes: Completion of repairs will take approximately 1-2 days depending on sod grass availability.

3. Package Header

Repairing Irrigation System (Sprinkler Heads)

Contractor shall provide labor, licensed irrigator, sprinkler heads, materials, tools, and equipment needed to repair sprinkler system damaged by Utilities Department. Including any backfilling, leveling, and ordinary compaction of excavated area.

Quantity: 1 UOM: PKG Total: \$87.00

Item Notes: Please submit "0" for unit price

Package Items

3.1 Pop-up Sprinkler Heads

Quantity: 1 UOM: Each Price: \$10.00 Total: \$10.00

3.2 Impact Rotors

Quantity: 1 UOM: Each Price: \$30.00 Total: \$30.00

3.3 Gear-driven Rotors

Quantity: 1 UOM: Each Price: \$20.00 Total: \$20.00

3.4 Large Turf Rotors

Quantity: 1 UOM: Each Price: \$25.00 Total: \$25.00

3.5 Expected completion in working days per repair.

Quantity: 1 UOM: Each Price: \$2.00 Total: \$2.00

Supplier Notes: Completion of repairs will take approximately 2-3 days.

4 Package Header

Repairing Irrigation System (Main Line Replacement)

Contractor shall provide all labor, licensed Irrigator, PVC pipe/fittings, tools, and equipment needed to repair main line damaged by Utilities Department. Including any backfilling, leveling, and ordinary compaction of excavated area.

Quantity: 1 UOM: PKG Total: \$80.20

Item Notes: Please submit "0" for unit price

Package Items

4.1 Minimum charge for repairs: Less than 25 Linear Foot

Quantity: 1 UOM: Linear Foot Price: \$75.00 Total: \$75.00

4.2 26-50 Linear feet

Quantity: 1 UOM: Linear Foot Price: \$1.00 Total: \$1.00

4.3 51-75 Linear feet

Quantity: 1 UOM: Linear Foot Price: \$0.90 Total: \$0.90

4.4 76-100 Linear feet

Quantity: 1 UOM: Linear Foot Price: \$0.75 Total: \$0.75

4.5 101 and over Linear feet

Quantity: 1 UOM: Linear Foot Price: \$0.55 Total: \$0.55

4.6 Expected completion in working days per repair.

Quantity: 1 UOM: Each Price: \$2.00 Total: \$2.00

Supplier Notes: Completion of repairs will take approximately 2-3 days

5 Package Header

Repairing Irrigation System (Lateral Line Replacement)

Contractor shall provide all labor, licensed Irrigator, PVC pipe/fittings, tools, and equipment needed to repair lateral line damaged by Utilities Department. Including any backfilling, leveling, and ordinary compaction of excavated area.

Quantity: 1 UOM: PKG Total: \$81.35

Item Notes: Please submit "0" for unit price

Package Items

5.1 Minimum charge for repairs: Less than 25 Linear Foot

Quantity: 1 UOM: Linear Foot Price: \$75.00 Total: \$75.00

5.2 26-50 Linear feet

Quantity: 1 UOM: Linear Foot Price: \$1.25 Total: \$1.25

5.3 51-75 Linear feet

Quantity: 1 UOM: Linear Foot Price: \$1.00 Total: \$1.00

5.4 76-100 Linear feet

Quantity: 1 UOM: Linear Foot Price: \$0.75 Total: \$0.75

5.5 101 - 150 Linear feet

Quantity: 1 UOM: Linear Foot Price: \$0.70 Total: \$0.70

5.6 151 and over Linear feet

Quantity: 1 UOM: Linear Foot Price: \$0.65 Total: \$0.65

5.7 Expected completion in working days per repair.

Quantity: 1 UOM: Each Price: \$2.00 Total: \$2.00

Supplier Notes: Completion of repairs will take approximately 2-3 days.

6 Package Header

Repairing Irrigation System (Valve Replacement)

Quantity: 1 UOM: PKG Total: \$52.00

Item Notes: Please submit "0" for unit price

Package Items

6.1 Contractor shall provide all labor, licensed irrigator, valves, PVC pipe/fittings, tools, and equipment needed to repair/replace damaged valves by Utilities Department. Including any backfilling, leveling, and ordinary compaction of excavated area.

Quantity: 1 UOM: EA Price: \$50.00 Total: \$50.00

6.2 Expected completion in working days per repair.

Quantity: 1 UOM: EA Price: \$2.00 Total: \$2.00

Supplier Notes: Completion of repairs will take approximately 2-3 days.

7 Package Header

Repairs to Irrigation Electrical System

Quantity: 1 UOM: PKG Total: \$37.00

Item Notes: Please submit "0" for unit price

Package Items

7.1 Contractor shall provide all labor, tools, and equipment needed to repair irrigations electrical system damaged by Utilities Department. Including any backfilling, leveling, and ordinary compaction of excavated area.

Quantity: 1 UOM: Hourly Rate Price: Total:

7.2 Expected completion in working days per repair.

Quantity: 1 UOM: Each Price: Total:

Supplier Notes:

Response Total: \$546.25



**CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS**

**LAWN AND LANDSCAPING REPAIRS CONTRACT
UTILITIES DEPARTMENT**

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual service contract for lawn and landscaping repairs resulting from waterline breaks 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>

Handheld bids will be received at the City Secretary Office, 1110 Houston St., 3rd floor, Laredo, Texas 78040 until 5:00 P.M on February 20, 2020; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on February 21, 2020.

Handheld bids are to be submitted in a sealed envelope clearly marked:

**Bid: Lawn & Landscaping Repairs Contract – Utilities Department
FY20-040**

Bids can be downloaded and submitted through Cit-E-Bid:

<https://cityoflaredo.ionwave.net/Login.aspx>

Hand Delivered:

**City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.



City of Laredo Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for awarding an annual contract lawn and landscaping repairs resulting from waterline breaks 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 February 20, 2020 and all bids received will be opened and read publicly on February 21, 2020 at 10:00 AM.

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FY20-040**

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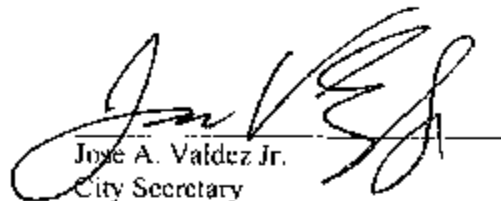
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WITNESS MY HAND AND SEAL, ON THIS 29th DAY OF JANUARY 2020.


Jose A. Valdez Jr.
City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.
- (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
- (d) Proposed delivery time must be shown and shall include Sundays and holidays
- (e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
- (f) **The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.**

2.0 DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

- (a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.
- (b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040.
- (c) Bids forms can be downloaded and printed through Cit-E-Bid. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.
- (d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
- (e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:

- (a) Bidder misstates or conceals any material fact in the bid.
- (b) Bid does not strictly conform to the law or the requirements of the bid.
- (c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
- (e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract.

**CITY OF LAREDO
PURCHASING DIVISION**

A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

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**CITY OF LAREDO
PURCHASING DIVISION**

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- (e) For any inquiries on payment status or general billing questions please contact:
Jorge J. Jolly, Accounts Payable Manager

**CITY OF LAREDO
PURCHASING DIVISION**

956-791-7328

jjolly@ci.laredo.tx.us

1110 Houston St. Laredo, TX 78040

12.0 INSURANCE REQUIREMENTS

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

- (a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.
- (b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
- (c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
- (d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- (e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.
- (f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
 1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
 2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
 3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
 4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
 5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty-(60) days' notice prior to cancellation or non-renewal of the insurance.
 6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
 7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
 8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
 9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.
- (g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
 1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
 2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
- (h) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

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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.

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In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

**Formal Invitation for Bids
Lawn & Landscaping Repairs Contract**

15.0 Scope of Work

The City of Laredo is requesting bid pricing from qualified vendors for awarding an annual contract for furnishing all necessary equipment, personnel, and materials needed to perform lawn and landscaping repairs as required by the Utilities Department. In repairing water line breaks in lawns and landscape areas that may be damaged. Bids are being requested to perform the necessary repairs to restore the damaged lawns and landscape areas. The bid shall be for a complete turnkey service. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/login.aspx>

15.1 All questions for this bid shall be submitted in writing or by email no later than, February 10, 2020 to:

Enrique Aldape III, Administrative Assistant II
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041
Email: eadape@ci.laredo.tx.us

15.2 For additional questions regarding these specifications please contact:

Contact	Phone#	Email
Juan Arriaga	(956) 721-2013	jarriaga@ci.laredo.tx.us
Juan Galvan	(956) 721-2013	jgalvan@ci.laredo.tx.us

16.0 General Requirements

The Contractor, subject to the terms and conditions set forth below, shall perform the following specified duties, without limiting or restricting the volume of services and solely for the convenience of the contractor, the service to be performed shall, in general, comprise the following:

- 16.1 This bid will be awarded to the lowest bidder.
- 16.2 Bid quantities are estimates only. The City of Laredo reserves the right to purchase more or less than the quantities indicated on the bid schedule.
- 16.3 When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase contract services on the open market and charge the contract vendor the price difference.
- 16.4 The contractor shall be required to guarantee it's workmanship to the full satisfaction of the City of Laredo. Contractor shall submit documentation, digital picture files, of before and after repairs. Any work deemed unsatisfactory shall be redone at no additional cost to the City.
- 16.5 Invoices submitted for payment shall include a detailed list of materials used and a completed "Certificate of Completion" must be attached to original invoice.
- 16.6 Contingency fund for a maximum \$20,000.00 to cover miscellaneous landscaping repairs including (but not limited to) replacing trees, mulch, various plants, and other landscaping items. These expenses shall be billed as miscellaneous expenses when invoiced. A detail of landscaping items being expensed shall be invoiced and submitted to the Utilities Department for review.

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17.0 Vendor Requirements

The contractor must coordinate with all affected city departments regarding street closures and closing of traffic lanes. The departments required to be notified include the Traffic Safety, Police, Fire, Transit – El Metro, and City Engineering departments. The contractor shall provide trained flag men, caution signs, traffic cones and barricades. All employees performing this work shall be required to wear a safety vest in accordance to applicable safety standards.

17.1 The location and work to be performed shall be coordinated with the Utilities Department supervisor or designee. Once all mutually agreed work has been completed, the contractor shall notify the City of Laredo Utilities Department for inspection of the completed repairs.

17.2 Due to periods where numerous water line breaks and projects are in progress, the contractor must be capable of working at one or more locations simultaneously.

17.2.1 The contractor shall have as an employee a licensed irrigator duly licensed by the State of Texas.

17.2.2 If electrical repairs to an irrigation system are required, a licensed irrigator will be required to perform these repairs. Repairs shall be itemized by unit quantity and unit cost on the invoice submitted to the City of Laredo.

17.2.3 A City of Laredo Utilities Department contract coordinator will approve all work to be performed and shall approve the materials needed for the specific repairs prior to the contractor commencing any repair work.

18.0 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.

19.0 Permits/Licenses

Contractor is responsible for all State and Federal permits and/or licenses required to perform the duties of this contract.

20.0 Insurance Requirements

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. Said insurance policies shall comply with all requirements set forth in section 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.

21.0 Contractors Hours of Operation

Bidder's business hours: From: ____ a.m. to ____ p.m.

Days of week: _____

22.0 Term of Contract

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents.

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The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

- 22.1 This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

23.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded by section total to the lowest responsible bidder or bidders in each section based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services.

Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

23.1 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

24.0 Price Adjustment*****

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. A written notice stipulating in detail the price revision must be furnished to the City no less than 30 days before revised prices go into effect. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to mpescador@ci.laredo.tx.us

25.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Tab A - Company Information Questionnaire

Tab B - Signed Price Schedule

Tab C - Conflict of Interest Questionnaire

Tab D - Non-Collusive Affidavit

Tab E - Discretionary Contract Disclosure

Tab F - Certificate of Interested Parties (Form 1295)

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26.0 **Tab A – Bidder Information Questionnaire**

Bidder Information/Business Questionnaire:

Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".

Name of Offeror (Business) _____

Signature _____ Date _____
of person authorized to sign bid

Print Name _____
of person authorized to sign bid

Title: _____

Business Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Fax Number: _____

Contact Person Email Address: _____

Federal Tax ID Number: _____

Bidders Principal/Corporate Place of Business Address: _____

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: _____

If applicable, list all other names under which the Business identified above operated in the last five years.

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

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Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No.

Is any litigation pending against the Business? Yes / No.

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No.
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No.

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No.

Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No.

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB):	Yes	No	Disadvantaged Business Enterprise (DBE):	Yes	No
Small Disadvantaged Business Enterprise (SDBC)	Yes	No	Other: Please specify _____		

This company is not a certified minority business: ☐

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

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27.0 Tab B Price Schedule

27.1 Section I: Landscaping Repairs

Repairs to restore damaged lawn with San Augustine sod.
Contractor shall provide all labor sod, tools, and equipment needed to re-lay sod damaged or disturbed by Utilities Department. Including any backfilling, leveling, and ordinary compaction of excavated area.

Unit of Measure	Unit Price
Minimum charge for repairs: Less than 100 S.F.	\$
101-500 Square ft.	\$
501-1000 Square ft.	\$
1001- and over Square ft.	\$
	\$

Repairs to restore damaged lawn with Bermuda sod Contractor shall provide all labor, sod, tools, and equipment needed to re-lay sod damaged or disturbed by Utilities Department. Including any backfilling, leveling, and ordinary compaction of excavated area.

Unit of Measure	Unit Price
Minimum charge for repairs: Less than 100 S.F.	\$
101-500 Square ft.	\$
501-1000 Square ft.	\$
1001- and over Square ft.	\$
	\$

Repairing Irrigation System (Sprinkler Heads)

Contractor shall provide labor, licensed irrigator, sprinkler heads, materials, tools, and equipment needed to repair sprinkler system damaged by Utilities Department. Including any backfilling, leveling, and ordinary compaction of excavated area.

Unit of Measure	Unit Price
Pop-up Sprinkler Heads	Ea. \$
Impact Rotors	Ea. \$
Gear-driven Rotors	Ea. \$
Large Turf Rotors	Ea. \$

Repairing Irrigation System (Main Line Replacement)

Contractor shall provide all labor, licensed Irrigator, PVC pipe/fittings, tools, and equipment needed to repair mainline damaged by Utilities Department. Including any backfilling, leveling, and ordinary compaction of excavated area.

Unit of Measure	Unit Price
Minimum charge for repairs: Less than 25 LF.	\$
26-50 Linear ft.	\$
51-75 Linear ft.	\$
76-100 Linear ft.	\$
101- and over Linear ft.	\$
	\$

Repairing Irrigation System (Lateral Line Replacement)

Contractor shall provide all labor, licensed Irrigator, PVC pipe/fittings, tools, and equipment needed to repair lateral line damaged by Utilities Department. Including any backfilling, leveling, and ordinary compaction of excavated area.

Unit of Measure	Unit Price
Minimum charge for repairs: Less than 25 LF.	\$
26-50 Linear ft.	\$
51-75 Linear ft.	\$
76-100 Linear ft.	\$
101- 150 Linear ft.	\$
151- and over Linear ft.	\$
	\$

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	Unit of Measure	Unit Price
Repairing Irrigation System Valve Replacement)		
Contractor shall provide all labor, licensed irrigator, valves, PVC pipe/fittings, tools, and equipment needed to repair/replace damaged valves by Utilities Department. Including any backfilling, leveling, and ordinary compaction of excavated area.	EA.	\$

	Unit of Measure	Unit Price
Repairs to Irrigation Electrical System		
Contractor shall provide all labor, tools, and equipment needed to repair irrigations electrical system damaged by Utilities Department. Including any backfilling, leveling, and ordinary compaction of excavated area.	Hourly Rate	\$

27.2 Expected completion in _____ working days per repair.

27.3 List all equipment that will be utilized for the completion of lawn and landscaping repairs.

27.4 Provide listing of contracts secured during the last five years other than those secured from the City of Laredo.

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

*******Bid Price Schedule Section must be completely filled out in order to be considered**

28.0 Tab C- Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040**, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from
http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731

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☐ HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Name

Signature

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

Date

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29.0 Tab D

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is _____
(a Partner or officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this _____ day of _____ 20____.

Notary Public

My commission expires:



Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

*This is a ☒ New Submission or ☐ Correction or ☐ Update to previous submission.

*1. Name of person submitting this disclosure form.

First	M.I.	Last	Suffix
-------	------	------	--------

2. Contract Information

a) Contract or Project name(s): _____

b) Originating Department(s): _____

*3 Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)

Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature

74. 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): _____

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***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? _____

**CITY OF LAREDO
PURCHASING DIVISION**

☐ I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflict(s) of interest: _____

***Acknowledgements**

Updates Required

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

No Contract with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

☐ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

☐ I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Name (Print)

Signature

Title

Company or DBA

Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:

City of Laredo
P.O. Box 579
Laredo, TX 78042-0579

31.0 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

31.1 Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

31.2 Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

46.1. Application

46.3. Definitions

46.5. Disclosure of Interested Parties Form

**CITY OF LAREDO
PURCHASING DIVISION**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO interested Party.

☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day
of _____, 20____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

**CITY OF LAREDO
PURCHASING DIVISION**

32.0 Vendors Instructions:

Handheld bids will be received at the City Secretary Office, 1110 Houston St., 3rd floor, Laredo, Texas 78040 until 5:00 P.M on February 20, 2020; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on February 21, 2020.

Handheld bids are to be submitted in a sealed envelope clearly marked:

**Bid: Lawn & Landscaping Repairs Contract – Utilities Department
FY20-040**

Bids can be downloaded and submitted through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

or

Hand Delivered:

City of Laredo - City Secretary
C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

City Council-Regular

Meeting Date: 04/06/2020

Initiated By: Robert A. Eads, Co-Interim City Manager

Staff Source: Riazul I. Mia, P.E. Utilities Department Director, Miguel A. Pescador, Purchasing Agent

SUBJECT

Consideration to award annual service contract FY20-025 to the following vendors:

- 1) Sections I, II, III, IV, V, VI, VII: Laredo Mechanical, Laredo, Texas in an amount up to \$210,000.00 (Primary Vendor);
- 2) Sections I, II, III: Gutierrez Machine Shop, Laredo, Texas in an amount up to \$100,000.00 (Secondary Vendor);
- 3) Sections IV, V, VI, VII: RAMSA Electric Mechanic, Laredo, Texas in an amount up to \$70,000.00 (Secondary Vendor),

for water treatment and wastewater treatment booster stations, and lift stations pump repairs for the Utilities Department. This contract establishes hourly rates and a percentage discount on parts utilized during emergency pump repairs. All services will be purchased on an as needed basis. Funding is available in the Water Works and Waste Water Funds.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The City received five (5) bids through Cit-E-Bid for awarding an annual service contract for water treatment and wastewater treatment, booster stations, and lift stations pump repairs for the Utilities Department. This contract establishes hourly shop and field rates and a percentage discount on parts utilized during emergency pump repairs. There will be a primary and secondary vendor for each section.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year

period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

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 the evaluating bids:

	Weighted %	
Contractor's Profile, Qualifications, Experience, Location.	30	
An evaluation of pricing to the City of Laredo.	50	
The bidder's past relationship with the City of Laredo	20	

Summary

Vendor	<u>Evaluation Scores</u>	<u>Awarded Amount</u>	Notes
Laredo Mechanical	94.5	\$ 210,000.00	Primary Vendor
Gutierrez Machine Shop	84.5	\$ 100,000.00	Secondary Vendor
RAMSA Electric Mechanic	77.0**	\$ 70,000.00	Secondary Vendor **Local Preference
Smith Pumps	77.0		
New Water Enterprise	50.5		

A complete bid tabulation is attached along with the evaluation scores.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that these contracts be approved.

Fiscal Impact

Fiscal Year: 2020
Budgeted Y/N?: Yes
Source of Funds:
Account #: 55942105332037
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

All services will be purchased on an as need basis. The purpose of this contract is to establish prices for the commodities or services needed should the City need to purchase these commodities or services. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Fiscal Year: 2020
Budgeted Y/N?: Yes
Source of Funds:
Account #: 55942205332037
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Fiscal Year: 2020
Budgeted Y/N?: Yes
Source of Funds:
Account #: 55741205332037
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Fiscal Year: 2020
Budgeted Y/N?: Yes
Source of Funds:
Account #: 55741205332030
Change Order: Exceeds 25% Y/N:
FINANCIAL IMPACT:

Attachments

Bid Tab FY20-025

FY20-025 Contracts

FY20-025 Evaluations

Line #	Description	QTY	UOM	Estimated	Gutierrez Machine & Welding		Laredo Mechanical Industrial		RAMSA		Smith Pump Company, Inc		New Water Enterprises (New	
					Total Price	\$390.00	Total Price	\$910.00	Total Price	\$1,267.00	Total Price	\$2,366.00	Total Price	\$3,052.00
					Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Section I:Horizontal Split Cast (Brand Fairbanl	1	EA		<u>\$130.00</u>	\$130.00	<u>\$130.00</u>	\$130.00	\$168.00	\$168.00	\$338.00	\$338.00	\$414.00	\$414.00
1.1	Standard Shop Labor Rate	1	Hourly Labor Rate		\$65.00		\$65.00		<u>\$38.50</u>		\$80.00		\$75.00	
1.2	FieldLabor Rate	1	Hourly Labor Rate		\$65.00		\$65.00		<u>\$42.00</u>		\$84.00		\$75.00	
1.3	Diagnostic ShopLabor Rate	1	Hourly Labor Rate		\$0.00	\$0.00	\$0.00	\$0.00	\$38.50		\$80.00		\$100.00	
1.4	DiagnosticFieldLabor Rate	1	Hourly Labor Rate		\$0.00	\$0.00	\$0.00	\$0.00	\$42.00		\$84.00		\$150.00	
1.5	Percent of Discount Offered	1	Percentage				15%		5%		0.5		2%	
1.6	Repairs will be completed within in working days after receipt of order.	1	Working Days						<u>7</u>		10		14	
2	Section II:Horizontal Split Cast (Brand Peerless)	1	EA		<u>\$130.00</u>	\$130.00	<u>\$130.00</u>	\$130.00	\$175.00	\$175.00	\$338.00	\$338.00	\$414.00	\$414.00
2.1	Standard Shop Labor Rate	1	Hourly Labor Rate		\$65.00		\$65.00		<u>\$38.50</u>		\$80.00		\$75.00	
2.2	FieldLabor Rate	1	Hourly Labor Rate		\$65.00		\$65.00		<u>\$42.00</u>		\$84.00		\$75.00	
2.3	Diagnostic ShopLabor Rate	1	Hourly Labor Rate		\$0.00	\$0.00	\$0.00	\$0.00	\$38.50		\$80.00		\$100.00	
2.4	DiagnosticFieldLabor Rate	1	Hourly Labor Rate		\$0.00	\$0.00	\$0.00	\$0.00	\$42.00		\$84.00		\$150.00	
2.5	Percent of Discount Offered	1	Percentage				15%		5%		0.5		2%	
2.6	Repairs will be completed within in working days after receipt of order.	1	Working Days						14		<u>10</u>		14	
3	Section III:Horizontal Split Cast (Brand Paco)	1	EA		<u>\$130.00</u>	\$130.00	<u>\$130.00</u>	\$130.00	\$168.00	\$168.00	\$338.00	\$338.00	\$460.00	\$460.00
3.1	Standard Shop Labor Rate	1	Hourly Labor Rate		\$65.00		\$65.00		<u>\$38.50</u>		\$80.00		\$75.00	
3.2	FieldLabor Rate	1	Hourly Labor Rate		\$65.00		\$65.00		<u>\$42.00</u>		\$84.00		\$75.00	
3.3	Diagnostic ShopLabor Rate	1	Hourly Labor Rate		\$0.00	\$0.00	\$0.00	\$0.00	\$38.50		\$80.00		\$100.00	
3.4	DiagnosticFieldLabor Rate	1	Hourly Labor Rate		\$0.00	\$0.00	\$0.00	\$0.00	\$42.00		\$84.00		\$150.00	
3.5	Percent of Discount Offered	1	Percentage				15%		5%		0.5		2%	
3.6	Repairs will be completed within in working days after receipt of order.	1	Working Days						<u>7</u>		10		60	
4	Section IV:Submersible Pump(Brand Fairbanks)	1	EA		No Bid		<u>\$130.00</u>	\$130.00	\$191.00	\$191.00	\$338.00	\$338.00	\$460.00	\$460.00
4.1	Standard Shop Labor Rate	1	Hourly Labor Rate				\$65.00		<u>\$38.50</u>		\$80.00		\$75.00	
4.2	FieldLabor Rate	1	Hourly Labor Rate				\$65.00		<u>\$42.00</u>		\$84.00		\$75.00	
4.3	Diagnostic ShopLabor Rate	1	Hourly Labor Rate				\$0.00	\$0.00	\$38.50		\$80.00		\$100.00	
4.4	DiagnosticFieldLabor Rate	1	Hourly Labor Rate				\$0.00	\$0.00	\$42.00		\$84.00		\$150.00	
4.5	Percent of Discount Offered	1	Percentage				15%		5%		<u>0.5</u>		2%	
4.6	Repairs will be completed within in working days after receipt of order.	1	Working Days						30		<u>10</u>		60	
5	Section V:Vertical Turbine(Brand Fairbanks)	1	EA		No Bid		<u>\$130.00</u>	\$130.00	\$201.00	\$201.00	\$338.00	\$338.00	\$460.00	\$460.00
5.1	Standard Shop Labor Rate	1	Hourly Labor Rate				\$65.00		<u>\$38.50</u>		\$80.00		\$75.00	
5.2	FieldLabor Rate	1	Hourly Labor Rate				\$65.00		<u>\$42.00</u>		\$84.00		\$75.00	
5.3	Diagnostic ShopLabor Rate	1	Hourly Labor Rate				\$0.00	\$0.00	\$38.50		\$80.00		\$100.00	

5.4	DiagnosticFieldLabor Rate	1	Hourly Labor Rate			\$0.00	\$0.00	\$42.00		\$84.00		\$150.00	
5.5	Percent of Discount Offered	1	Percentage			15%		5%		<u>0.5</u>		2%	
5.6	Repairs will be completed within in working days after receipt of order.	1	Working Days					40		<u>10</u>		60	
6	Section VI:VerticalShaft(Brand Peerless)	1	EA	No Bid		<u>\$130.00</u>	\$130.00	\$173.00	\$173.00	\$338.00	\$338.00	\$414.00	\$414.00
6.1	Standard Shop Labor Rate	1	Hourly Labor Rate			\$65.00		<u>\$38.50</u>		\$80.00		\$75.00	
6.2	FieldLabor Rate	1	Hourly Labor Rate			\$65.00		<u>\$42.00</u>		\$84.00		\$75.00	
6.3	Diagnostic ShopLabor Rate	1	Hourly Labor Rate			\$0.00	\$0.00	\$38.50		\$80.00		\$100.00	
6.4	DiagnosticFieldLabor Rate	1	Hourly Labor Rate			\$0.00	\$0.00	\$42.00		\$84.00		\$150.00	
6.5	Percent of Discount Offered	1	Percentage			15%		5%		<u>0.5</u>		2%	
6.6	Repairs will be completed within in working days after receipt of order.	1	Working Days					12		<u>10</u>		14	
7	Section VII:Submersible Pump(Brand KSB)	1	EA	No Bid		<u>\$130.00</u>	\$130.00	\$191.00	\$191.00	\$338.00	\$338.00	\$430.00	\$430.00
7.1	Standard Shop Labor Rate	1	Hourly Labor Rate			\$65.00		<u>\$38.50</u>		\$80.00		\$75.00	
7.2	FieldLabor Rate	1	Hourly Labor Rate			\$65.00		<u>\$42.00</u>		\$84.00		\$75.00	
7.3	Diagnostic ShopLabor Rate	1	Hourly Labor Rate			\$0.00	\$0.00	\$38.50		\$80.00		\$100.00	
7.4	DiagnosticFieldLabor Rate	1	Hourly Labor Rate			\$0.00	\$0.00	\$42.00		\$84.00		\$150.00	
7.5	Percent of Discount Offered	1	Percentage			15%		5%		<u>0.5</u>		2%	
7.6	Repairs will be completed within in working days after receipt of order.	1	Working Days					30		<u>10</u>		30	



FY20-025 Addendum 2

Laredo Mechanical Industrial Services, Inc.

Supplier Response

Event Information

Number: FY20-025 Addendum 2
Title: Pump Repairs Services - Utilities Department
Type: Request For Bid
Issue Date: 12/5/2019
Deadline: 1/8/2020 05:00 PM (CT)

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center

5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

Laredo Mechanical Industrial Services, Inc, Information

Address: 121 Ranch Rd.
6086C
Laredo, TX 78043
Phone: (956) 568-5354

By submitting your response, you certify that you are authorized to represent and bind your company.

Tiffany Franklin on behalf of LMIS

laredomechanical@yahoo.com

Signature

Email

Submitted at 1/8/2020 2:45:00 PM

Response Attachments

laredo mech fy20-025.pdf

Laredo Mechanical Ind. Svcs response to FY20-025

Bid Attributes

1 Question 11. Conflict of Interest Questionnaire (CIQ)

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

I have acknowledge that I have been advised

2 Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.
Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

46.1. Application

46.3. Definitions

46.5 Disclosure of Interested Parties Form

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

☐ I will comply with this form

3 Questionnaire Description

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct."

4 Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid

Laredo Mechanical Industrial Services, Inc.; Juan Enrique Gonzalez, 956-568-5354

5 State how long under has the business been in its present business name

[no response]

6 If applicable, list all other names under which the Business identified above operated in the last five years

[no response]

7 State if the Company is a certified minority business enterprise

The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

8 Questions Part 1

- 1) Is any litigation pending against the Business?
- 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award?
- 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded or otherwise disqualified from bidding, proposing or contracting?
- 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract?
- 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?

- 1) No
- 2) No
- 3) No
- 4) No
- 5) No

9 Questions Part 2

- 1) Is the Business in arrears in any contract or debt?
- 2) Has the Business been a defaulter, as a principal, surety, or otherwise?
- 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?

- 1) No
- 2) No
- 3) No

10 State if the Company is a certified minority business enterprise

This company is not a certified minority business.

1 Conflict of Interest Disclosure

1

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from

<http://www.ethics.state.tx.us/whatsnew/conflictforms.htm>.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include:

1. Mayor
2. Council Members
3. City Manager
4. Members of the Fire Fighters and Police Officers Civil Service Commission.
5. Members of the Planning and Zoning Commission.
6. Members of the Board of Adjustments
7. Members of the Building Standards Board
8. Parks & Leisure Advisory Committee Member.
9. Historic District Land Board Member.
10. Ethics Commission Board Member.
11. The Board of Commissioners of the Laredo Housing Authority
12. The Executive Director of the Laredo Housing Authority
13. Any other City of Laredo decision making board member

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731

1 Conflict of Interest Questionnaire Form CIQ

2

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1 Conflict of Interest Questionnaire

3

If vendor acknowledges there is no conflict of interest, there are no further actions for the vendor to take. If vendor acknowledges a possible conflict of interest, vendor must download and fill out CIQ Form and submit it as part of the bid.

I attest there is no conflict of interest

1 4	Disclosure Form For details on use of this form, see Section 4.01 of the City's Ethics Code.
1 5	This is a <div style="border: 1px solid black; padding: 2px; display: inline-block;">New Submission</div>
1 6	Question 1. Name of person submitting this disclosure form Please include First Name, Middle Initial, Last Name and Suffix (if applicable) <div style="border: 1px solid black; padding: 2px;">Juan E. Gonzalez</div>
1 7	Question 2. Contract Information Please include the following a) Contract or Project Name b) Originating Department <div style="border: 1px solid black; padding: 2px;"> a) Pump Repair Services b) Utilities </div>
1 8	Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract) <div style="border: 1px solid black; padding: 2px;">Laredo Mechanical Industrial Services, Inc.</div>
1 9	Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3. <div style="border: 1px solid black; padding: 2px;">Not Applicable</div>
2 0	Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3 If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section <div style="border: 1px solid black; padding: 2px;">No response</div>
2 1	Question 5. List any individuals or entities that will be subcontractors on this contract <div style="border: 1px solid black; padding: 2px;">Not Applicable</div>
2 2	Question 5. List any individuals or entities that will be subcontractors on this contract If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. <div style="border: 1px solid black; padding: 2px;">No response</div>
2 3	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract <div style="border: 1px solid black; padding: 2px;">Not Applicable</div>
2 4	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists or consultants that have been retained to assist in seeking this contract <div style="border: 1px solid black; padding: 2px;">No response</div>

2 5	<p>Question 7. Disclosure of political contributions</p> <p>List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.</p> <p>a) Any individual seeking contract with the city (Question 3) b) Any owner or officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent or subsidiary business (Question 4) d) Any subcontractor or owner/officer of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)</p> <p><input type="text" value="Not Applicable"/></p>
2 6	<p>Question 7. Disclosure of political contributions</p> <p>If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.</p> <p><input type="text" value="No response"/></p>
2 7	<p>Updates on contributions required</p> <p>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.</p>
2 8	<p>Question 8. Disclosure of Conflict of Interest</p> <p>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?</p> <p><input type="text" value="I am not aware of any conflict of interest"/></p>
2 9	<p>8. Disclosure of Conflict of Interest</p> <p>If you selected I am aware of conflict of interest in question 8, please list them in this section.</p> <p><input type="text" value="No response"/></p>
3 0	<p>Question 9. Updates Required</p> <p>I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.</p> <p><input type="text" value="I have read and understand this section"/></p>
3 1	<p>Question 10. No Contract with City Officials or Staff during Contract Evaluation</p> <p>I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ) or other solicitation has been released.</p> <p>This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.</p> <p><input type="text" value="I have read and understand this section"/></p>

3 2	Question 11. Conflict of Interest Questionnaire (CIQ) Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. <input type="text" value="I have acknowledge that I have been advised"/>
3 3	Question 11. Oath Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date <input type="text" value="1) Juan Enrique Gonzalez"/> <input type="text" value="2) President"/> <input type="text" value="3) Laredo Mechanical Industrial Services, Inc."/> <input type="text" value="4) Jan/03/2020"/>
3 4	Question 12. Oath I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. <input type="text" value="I swear or affirm information is correct"/>
3 5	Company Information Questionnaire <input type="text" value="I have completed this section"/>
3 6	Conflict of Interest Questionnaire <input type="text" value="I have completed this section"/>
3 7	Non-Collusive Affidavit <input type="text" value="I have completed and included this form"/>
3 8	Discretionary Contracts Disclosure <input type="text" value="I have completed this section"/>

3 Certificate of Interested Parties (Form 1295)

9

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information.

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

46.1. Application

46.3. Definitions

46.5. Disclosure of Interested Parties Form

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

☐ I will comply with this form

4 Terms and Conditions for Request for Bids

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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

- It not be cause to alter the original contract or for a vendor to request 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 or 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 m.pescador@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

ges, 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. Within 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 be bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT (a) Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded to multiple bidders based on Best Value and the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas - Local Government Code. There will be one primary and two secondary vendors.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof. The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) **Title & Risk of Loss:** The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.

2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.

3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and P.O. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquiries on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

☐ I Agree to the Terms and Conditions

4 Insurance Terms and Conditions

1

INSURANCE REQUIREMENTS If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractor's obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurrence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.

2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.

3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.

4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.

5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.

6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.

9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.

2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(h) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(i) Certificates of insurance are subject to review and approval from the City of Laredo Risk Manager.

(j) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(k) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

I agree my insurance meets minimum requirements

4 Ordinance 2018-O-175

2

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

No response

4	3	Tab A Overview of Company Information shall be uploaded on Cit-E-Bid. <input type="text" value="Yes"/>
4	4	Tab C Bidder's Past Relationship with the City of Laredo Information shall be uploaded on Cit-E-Bid. <input type="text" value="Yes"/>
4	5	Addendum Addendum Requires Acknowledgement of change in dates from January 2019 to January 2020. <input type="text" value="Acknowledge"/>
4	6	Addendum II Addendum II Requires Acknowledgement Addition of Specification 20.1 <input type="text" value="Acknowledge"/>

Bid Lines

1	Package Header <hr/> <u>Section I: Horizontal Split Cast (Brand Fairbanks)</u> Quantity: <u>1</u> UOM: <u>EA</u> Total: <input type="text" value="\$130.00"/> Item Notes: Package Items <hr/> <div style="margin-left: 20px;"> 1.1 Standard Shop Labor Rate Quantity <u>1</u> UOM: <u>Hourly Labor Rate</u> Price: <input type="text" value="\$65.00"/> Total: <input type="text" value="\$65.00"/> 1.2 Field Labor Rate Quantity <u>1</u> UOM: <u>Hourly Labor Rate</u> Price: <input type="text" value="\$65.00"/> Total: <input type="text" value="\$65.00"/> 1.3 Diagnostic Shop Labor Rate Quantity: <u>1</u> UOM: <u>Hourly Labor Rate</u> Price: <input type="text" value="\$0.00"/> Total: <input type="text" value="\$0.00"/> 1.4 Diagnostic Field Labor Rate Quantity: <u>1</u> UOM: <u>Hourly Labor Rate</u> Price: <input type="text" value="\$0.00"/> Total: <input type="text" value="\$0.00"/> 1.5 Percent of Discount Offered Quantity: <u>1</u> UOM: <u>Percentage</u> Total: <input type="text" value="15%"/> 1.6 Repairs will be completed within in working days after receipt of order. Quantity: <u>1</u> UOM: <u>Working Days</u> Price: <input type="text" value="No response"/> Total: <input type="text" value="No response"/> Supplier Notes: <input type="text" value="3-5 days; business hours are from 9:00 a.m. to 17:00 p.m.; 5 days per week"/> </div>
2	Package Header <hr/> <u>Section II: Horizontal Split Cast (Brand Peerless)</u>

Quantity: 1 UOM: EA Total: \$130.00

Item Notes:

Package Items

2.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$65.00 Total: \$65.00

2.2 Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$65.00 Total: \$65.00

2.3 Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$0.00 Total: \$0.00

2.4 Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$0.00 Total: \$0.00

2.5 Percent of Discount Offered

Quantity: 1 UOM: Percentage Total: 15%

2.6 Repairs will be completed within in working days after receipt of order.

Quantity: 1 UOM: Working Days Price: No response Total: No response

Supplier Notes: 3-5 days; business hours are from 9:00 a.m. to 17:00 p.m.; 5 days per week

3 Package Header

Section III: Horizontal Split Cast (Brand Paco)

Quantity: 1 UOM: EA Total: \$130.00

Item Notes:

Package Items

3.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$65.00 Total: \$65.00

3.2 Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$65.00 Total: \$65.00

3.3 Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$0.00 Total: \$0.00

3.4 Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$0.00 Total: \$0.00

3.5 Percent of Discount Offered

Quantity: 1 UOM: Percentage Total: 15%

3.6 Repairs will be completed within in working days after receipt of order.

Quantity: 1 UOM: Working Days Price: No response Total: No response

Supplier Notes: 3-5 days; business hours are from 9:00 a.m. to 17:00 p.m.; 5 days per week

4 Package Header

Section IV: Submersible Pump (Brand Fairbanks)

Quantity: 1 UOM: EA Total: \$130.00

Item Notes:

Package Items

4.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$65.00 Total: \$65.00

4.2 Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$65.00 Total: \$65.00

4.3 Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$0.00 Total: \$0.00

4.4 Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$0.00 Total: \$0.00

4.5 Percent of Discount Offered

Quantity: 1 UOM: Percentage Total: 15%

4.6 Repairs will be completed within in working days after receipt of order.

Quantity: 1 UOM: Working Days Price: No response Total: No response

Supplier Notes: 3-5 days; business hours are from 9:00 a.m. to 17:00 p.m.; 5 days per week

5 Package Header

Section V: Vertical Turbine (Brand Fairbanks)

Quantity: 1 UOM: EA Total: \$130.00

Item Notes:

Package Items

5.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$65.00 Total: \$65.00

5.2 Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$65.00 Total: \$65.00

5.3 Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$0.00 Total: \$0.00

5.4 Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$0.00 Total: \$0.00

5.5 Percent of Discount Offered

Quantity: 1 UOM: Percentage Total: 15%

5.6 Repairs will be completed within in working days after receipt of order.

Quantity: 1 UOM: Working Days Price: No response Total: No response

Supplier Notes: 3-5 days; business hours are from 9:00 a.m. to 17:00 p.m.; 5 days per week

6 Package Header

Section VI: Vertical Shaft (Brand Peerless)

Quantity: 1 UOM: EA Total: \$130.00

Item Notes:

Package Items

6.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$65.00 Total: \$65.00

6.2 Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$65.00 Total: \$65.00

6.3 Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$0.00 Total: \$0.00

6.4 Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$0.00 Total: \$0.00

6.5 Percent of Discount Offered

Quantity: 1 UOM: Percentage Total: 15%

6.6 Repairs will be completed within in working days after receipt of order.

Quantity: 1 UOM: Working Days Price: No response Total: No response

Supplier Notes: 3-5 days; business hours are from 9:00 a.m. to 17:00 p.m.; 5 days per week

7 Package Header

Section VII: Submersible Pump (Brand KSB)

Quantity: 1 UOM: EA Total: \$130.00

Item Notes:

Package Items

7.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$65.00 Total: \$65.00

7.2 Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$65.00 Total: \$65.00

7.3 Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$0.00 Total: \$0.00

7.4 Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$0.00 Total: \$0.00

7.5 Percent of Discount Offered

Quantity: 1 UOM: Percentage Total: 15%

7.6 Repairs will be completed within in working days after receipt of order.

Quantity: 1 UOM: Working Days Price: No response Total: No response

Supplier Notes: 3-5 days; business hours are from 9:00 a.m. to 17:00 p.m.; 5 days per week

Response Total: \$910.00

CITY OF LAREDO
PURCHASING DIVISION



**CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION**

#2

**PUMP REPAIR SERVICES
WATER TREATMENT DIVISION
UTILITIES DEPARTMENT**

REVISED 12/9/19

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual supply and service contract to provide pump repair services for the City of Laredo Water Treatment Division.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

Hand-delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd floor, Laredo, Texas 78040 until 5:00 P.M. on January 8, 2020; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on January 9, 2020.

Hand-delivered bids are to be submitted in a sealed envelope clearly marked:

**Bid: Pump Repair Services – Water Treatment Division
FY20-025**

Bids can be downloaded and submitted through Cit-E-Bid:

<https://cityoflaredo.ionwave.net/Login.aspx>

Hand Delivered:

City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.



City of Laredo Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for awarding an annual supply and service contract to provide pump repair services for the City of Laredo Utilities Department. Copies of the specifications may be obtained from the Finance Department - Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us or through <https://cityoflaredo.ionwave.net/Login.aspx>. Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M. on January 8, 2020 and all bids received will be opened and read publicly on January 9, 2020 at 3:00 P.M.

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

**BID: Pump Repair Services - Utilities Department
FY20-025**

Bids can be downloaded and submitted through
Cit-E-Bid:

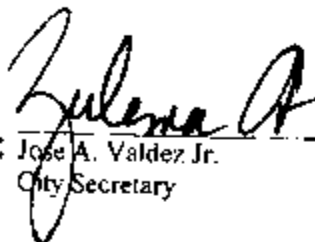
<https://cityoflaredo.ionwave.net/Login.aspx>

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 5th DAY OF DECEMBER 2019.


For: Jose A. Valdez Jr.
City Secretary

CITY OF LAREDO
PURCHASING DIVISION

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.
- (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum.
- (d) Proposed delivery time must be shown and shall include Sundays and holidays
- (e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
- (f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

- (a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.
- (b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040.
- (c) Bids forms can be downloaded and printed through Cit-E-Bid. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.
- (d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
- (e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:

- (a) Bidder misstates or conceals any material fact in the bid.
- (b) Bid does not strictly conform to the law or the requirements of the bid.
- (c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
- (e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract.

**CITY OF LAREDO
PURCHASING DIVISION**

A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

- (f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven calendar days prior to the scheduled bid deadline a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum may be e-mailed or obtained online at the City of Laredo website for bids. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

- (a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
- (b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
- (c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
- (d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

- (a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
- (b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

- a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated.

**CITY OF LAREDO
PURCHASING DIVISION**

The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services.

Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall be bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

- (a) This contract will be awarded to multiple bidders 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. There will be one primary and two secondary vendors.
- (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
- (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
- (d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
- (e) **Title & Risk of Loss:** The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
- (f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
- (g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
 - 1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
 - 2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
 - 3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

- (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
- (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
- (d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.
- (e) For any inquiries on payment status or general billing questions please contact:

**CITY OF LAREDO
PURCHASING DIVISION**

Jorge J. Jolly, Accounts Payable Manager
956-791-7328

jjolly@ci.laredo.tx.us

1110 Houston St. Laredo, TX 78040

12.0 INSURANCE REQUIREMENTS

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

- (a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.
- (b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
- (c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
- (d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- (e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.
- (f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
 - 1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
 - 2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
 - 3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
 - 4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
 - 5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty-(60) days' notice prior to cancellation or non-renewal of the insurance.
 - 6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
 - 7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
 - 8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
 - 9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.
- (g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
 - 1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
 - 2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
- (h) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

13.0 CONTRACT REQUIREMENTS

**CITY OF LAREDO
PURCHASING DIVISION**

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

13.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this bid for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) ****Upon Award of Bid Only****

13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure:

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached) **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/tcc/1295-Info.htm>.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

**CITY OF LAREDO
PURCHASING DIVISION**

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

CITY OF LAREDO
PURCHASING DIVISION

**Formal Invitation for Bids
Pump Repair Services
Water Treatment Division**

15.0 Scope of Work

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual supply and service contract for pump repair services for the City of Laredo Water Division. Copies of the bid specifications may be obtained from the Finance Department -- Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

16.0 Point of Contact

Sealed bids, subject to the terms and conditions of this Invitation for Bids and the accompanying schedule, such other contract provisions, specifications, and other data as are attached.

Department point of contact: Tony Moreno (956) 795-2620 or by email tmoreno@ci.laredo.tx.us

16.1 All questions for this bid shall be submitted through Cit-E-Bid no later than, December 20, 2019 to:

Enrique Aldape III
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041
caldape@ci.laredo.tx.us

17.0 General Requirements

The City of Laredo is requesting bid pricing from qualified vendors for awarding an annual contract for pump repairs to include water plants, wastewater plants, booster stations, and lift stations. The prices quoted are to be fixed prices for the work and shall include all labor and/or material costs, overhead, profit, quality assurance, transportation for pickup/delivery, shop or field tests, as well as any and all inspections required by good industry practice to ensure that the work complies with the terms and conditions of this bid. No additional charges will be allowed without City approval. Upon inspection the contractor is required to notify City of Laredo of any parts that may fail under normal conditions. It is understood that complete rebuilding may not be required for all repairs; however, parts that are damaged during normal disassembly are considered to be pertinent.

17.1 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 Service Requirements

18.1 On regular business hours, work shall be performed between 6:00 AM to 6:00 PM, Monday through Friday excluding City holidays. On Saturday, Sunday, & holidays, work shall be performed as per Utilities Department personnel.

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- 18.2 When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase contract materials on the open market and charge the contract vendor the price difference.
- 18.3 When contractor cannot abide by the terms and conditions in fulfilling the contract, the City of Laredo reserves the right to secure services from other sources.
- 18.4 Authorization for work will be in the form of a written City of Laredo Purchase Order sent via e-mail.
- 18.5 An annual contract purchase order will be issued for each City agency authorized to place orders against this annual contract. The contract purchase order will not list individual items or prices. Vendor must have the contract purchase order before providing any service.
- 18.6 All invoices must be submitted in duplicate and show each purchase order number. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any) and labor rates. All items must show unit prices or otherwise specified. If prices are based on discounts from list, then the list prices, the "plus" in terms of percentage, and net unit prices, extensions and net total prices must be shown.
- 18.7 Revision of Manufacturer's price list(s): The bid will be based on manufacturer's latest dated price list (s). Said price list(s) must denote the manufacturer, latest effective date and price schedule. It is agreed that any published price list(s) may be superseded or replaced during the contract period only if the manufacturer for industry wide use publishes such list(s).
- 18.8 All subject price lists should be submitted with this bid and shall become a part hereof. However, if in the opinion of the City Purchasing Agent, it is impractical for bidder to include published price lists as part of this bid and to furnish any price lists and/or written changes as required herein, bidder shall permit the Purchasing Agent or his authorized representatives to inspect the pertinent published price lists and/or written changes in the office of the bidder or at any other location approved by both parties. However, if the City Purchasing Agent approves said price list(s) other than the manufacturer's price list(s), said price list(s) must denote the company name, effective date and price schedule. It is agreed that any price list provided other than the manufacturers may not be superseded or replaced during the contract period.
- 18.9 All parts and services provided must be equal to or better than the original part and service.
- 18.10 Bids for parts exceeding the suggested OEM retail price will be rejected.
- 19.0 General Repair Specifications**
The following describes the basic requirements for the pump repairs. The scope of work described in this document includes, but not limited to, inspection services and post repair field testing. To be considered, the Contractor must provide pricing for each service listed.
- 19.1 City of Laredo will identify equipment by station name, pump model number and serial number. The Contractor shall maintain same pump nomenclature in all invoices and correspondences

20.0 Equipment

Below is the list of the equipment but not limited to various stations.

<u>Item</u>	<u>Pump Type</u>	<u>Brand</u>	<u>GPM</u>	<u>TDH</u>	<u>HP</u>	<u>RPM</u>
#1	Horizontal Split Case	Fairbanks	3000	100	100	1180
#2	Horizontal Split Case	Peerless	3800	320	400	1770
#3	Horizontal Split Case	Paco	650	240	60	3550
#4	Submersible	Fairbanks	10500	80	300	720
#5	Vertical Turbine	Fairbanks	10500	185	600	800
#6	Vertical Shaft	Peerless	300	300	65	3540
#7	Submersible	KSB	8333	83	250	1191

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20.1 Material Allowance: \$100,000.00

The materials mark-up required to complete the pump repairs on COL pumps. A 15% mark-up will be used based on supplier invoice. Contractor must submit original invoice as backup to the monthly billing.

21.0 Repair Services

21.1 Repair of centrifugal horizontal split case, submersible, and vertical turbine pumps.

21.2 Specialty shop services consisting of the fabrication and machining of parts. Also, the assemblies, machine work associated with pump repairs, and transportation for pickup/delivery.

21.3 Field support and technical services related to the removal, re-installation, and troubleshooting of the various pump systems.

22.0 Invoice

Contractor invoice for payment for Work performed must follow instructions set down by the City of Laredo. The following instructions are minimal requirements and can be changed on the City of Laredo accounting needs.

22.1 The invoice must contain the following information:

22.1.1 (1) Purchase Order number

22.1.2 (2) Pump Station name, model and serial numbers

22.1.3 (3) Invoice number

22.1.4 (4) Invoice Date

22.1.5 (5) Description of service

22.1.6 (6) Bill of materials

22.1.7 (7) Invoice total

22.1.8 (8) Contractor's name and address

22.1.9 (9) Contractor's contact with phone number and e-mail address.

22.2 All materials or parts shall be of equal or better quality than original.

22.3 The Contractor's facility may be subject to inspection at any time by City of Laredo.

23.0 Warranty

A minimum of twelve (12) month warranty period from the date that City of Laredo accepts equipment shall be provided for all repairs including original equipment manufacturer (OEM) or remanufactured parts. Acceptance occurs after a successful installation and startup. If a failure occurs due to a defect in workmanship and/or materials, the warranty shall re-new at startup so that a full twelve (12) months of warranty is possible. The warranty period shall cover all defects in workmanship and/or materials.

23.1 The Contractor is responsible for all costs to pick up, repair, and deliver any warranty-repaired parts or equipment back to City of Laredo. Service calls during the warranty period shall also be at no charge, unless the problem does not pertain to a defect in workmanship and/or material.

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23.2 The Contractor must make arrangements to pick up the warranted equipment with five (5) working days after notification, and return them to the City within fourteen (14) working days after receipt and installation of all parts necessary to perform the repair.

24.0 Shipment

Shipment preparations shall include the following:

24.1 Contractor shall ship the equipment empty (free of lubricants) but shall tag all lubrication points on equipment to indicate that lubricant must be added prior to running equipment.

24.2 Unprotected metal surfaces shall be protected against corrosion. Pump and components shall be secured and supported to prevent damage during shipping.

24.3 All pump openings shall be covered adequately to protect pump during shipment.

24.4 All equipment shall be shipped FOB destination. City of Laredo may refuse to unload or accept equipment damaged in transit.

24.5 Contractor shall be liable for all return shipping costs resulting from damages in transit and is solely responsible for pursuing all damage claims from transport service provider.

24.6 City of Laredo reserves the right to inspect pump at any time during the course of the repair. City of Laredo reserves the right to audit Contractor's project costs at any time during contract duration.

24.7 City of Laredo equipment in Contractor's possession must be properly stored and secured at all times; loading/unloading must be done by Contractor's personnel.

24.8 Overtime hours for labor must be authorized by City of Laredo prior to commencement.

24.9 The Contractor shall be responsible for all repairs requiring machine shop capabilities. If a subcontractor is to be used, the Contractor shall identify this need in the repair estimate to City of Laredo.

25.0 Documentation

25.1 For each repair the Contractor shall provide a price estimate, categorized by parts/components replacement and/or machining/fabrication needs and labor.

25.2 If the existing pump nameplate is illegible, a new nameplate shall be supplied. Nameplates shall be made of corrosion resistant metal and have stamped or engraved lettering.

25.3 If pump, motor, or its components have been modified from their original hydraulic configuration, a new nameplate shall be supplied and a new curve shall be developed to accurately reflect the new hydraulic conditions. Nameplates shall be made of corrosion resistant metal and have stamped or engraved lettering, and shall include the following information:

25.3.1 Equipment

25.3.2 Model and Serial Numbers

25.3.3 Manufacturer

25.3.4 GPM/Head

25.3.5 HP

25.3.6 Impeller Diameter

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25.3.7 RPM

25.3.8 Date

26.0 Service Specifications

- 26.1 Replacement components shall be fabricated to the original design unless specified by City of Laredo. Components shall be checked for concentricity and trueness. Modifications to components or materials shall not be proposed that would decrease a pump's performance, thermal or mechanical durability, or negatively impact the pump operation.
- 26.2 Contractor may be required to fabricate custom parts not readily available from the original manufacturer; however, City of Laredo prefers OEM parts.
- 26.3 Contractor shall clean associated lubrication systems and cover all exposed piping, cavities or reservoirs with plastic and tape or other alternative effective measures to prevent moisture and contaminants from entering the system during storage and transport.
- 26.4 During re-assembly, Contractor shall coat fastener threads with a durable anti-corrosion/anti-seize compound unless otherwise specified by City of Laredo.
- 26.5 Contractor may use high-pressure water to clean surfaces in preparation for inspection. Contractor shall contact City of Laredo prior to using other blast media.

27.0 Pump Tear Down Inspection and Quote

- 27.1 Contractor shall inspect and measure bearings, oil rings and housings. If pump or motor shaft journals or thrust pads are found to be outside allowable tolerances, Contractor shall notify City of Laredo in a timely manner via telephone or email, so repair decisions can be made.
- 27.2 When directed by City of Laredo, on Vertical Turbine Pumps, the Contractor shall perform non-destructive (ultrasonic, magnetic-particle, liquid-penetrant, radiographic, or eddy-current) testing on the connection point between the top bowl and the flange attaching it to the pump column.
- 27.3 Contractor shall provide teardown and inspection reports for pump repairs within 5-10 working days after receipt of equipment. An estimate for repair shall follow within 5 working days after that. (Pricing estimates shall utilize the pricing in Contractor's price sheet for labor and material.) Repairs shall be completed within 10-15 working days after receipt of the Purchase Order, and after the receipt and installation of all parts required to perform the repair.
- 27.4 Contractor shall provide projected completion and delivery dates with each repair estimate.

28.0 Pump & Motor Repairs

- 28.1 All repairs shall be made to current pump nameplate conditions and this specification. Alternative quotations for efficiency, other improvements, or for alternative fabrication methods require City of Laredo approval.
- 28.2 General machine work and or repair shall consist, but is not limited to balancing, welding, straightening, grinding, custom part manufacturing, shaft rebuilding and fabrication, sand blasting of pump/motor, and coating.
- 28.3 Typical repairs consist of rebuilding or replacing damaged parts like shafts, impellers, wear rings, shaft sleeves, housings, bearings, mechanical seals, packing stuffing boxes, packing, etc.

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- 28.4 After repairs, the pump unit shall be repainted to manufacturer's recommendation and specifications, in a color approved by City of Laredo. If manufacturer recommendations are not available, interior and exterior ferrous and cast iron parts shall be coated using an NSF 60 certified Fusion Bonded Epoxy coating, 3M Scotchkote, TNEMEC Series 140 PotaPox potable water epoxy, or similar product approved by City of Laredo.
- 28.5 Pump balancing, assembly, and application of coating for impeller shall be completed in accordance with manufacturer recommendations or City of Laredo specifications when manufacturer recommendations are not available.
- 28.6 Mechanical seals and stuffing boxes shall be repaired or fabricated to the original design with same type material and to original clearances unless otherwise specified by City of Laredo.
- 28.7 Contractor shall replace all miscellaneous rusted hardware such as nuts, bolts and washers or other fasteners with like materials, compatible with equipment service conditions. If upgrades to fastener materials are warranted, the Contractor shall determine the strength requirements of the fasteners, and verify that the new material is sufficiently strong with an adequate safety factor. Contractor shall remove all broken bolts and chase the threads in the components.
- 28.8 Contractor shall repair bearings, and bearing housing to original concentric fits and dimensions. If bearing housing recasting is required, Contractor shall notify City of Laredo in a timely manner. The Contractor shall also mark the bearing recommended lubrication level on the pump housing.
- 28.9 Contractor shall replace oil rings and seals with same type unless alternate design is approved by City of Laredo.
- 28.10 For babbitt bearings, the Proposer shall verify proper bonding of babbitt to the backing material using ultrasonic thickness (UT) or other acceptable industry standard test. Babbitt bearings shall be repaired or replaced with same type material. Babbitt bearing repair using over spray or pooling will not be accepted.
- 28.11 Dynamic Balancing:
- 28.11.1 Unless other balancing criteria is specified by City of Laredo, the impellers and rotating elements shall be dynamically balanced to an *ANSI S-2.19 / ISO 1940-1986* Balance Quality Grade G2.5 or better.
- 28.11.2 Balance reports shall include the initial data entered to determine tolerances for initial balance point, as well as the final "as assembled" tolerance.
- 28.11.3 If adding weight is approved by City of Laredo as a method for balancing rotating elements, balanced weight shall be placed out of the flow stream and tapered to minimize potential for damage or cavitation.
- 28.12 The scope of work shall include the rebuilding, repairing, and overhauling of vertical submersible pumps with respective motor, horizontal split case, vertical overhung bearing, and vertical turbine pumps.
- 28.13 Repairs shall include, but are not limited to: problem diagnosis, disassembling, replacing wear ring clearance, sleeves, bearings, seals, gaskets, O-rings, varnish, perform pressure impregnation (VPI), rewind stator, reassembly, check tolerance, blast, re-paint, re-oil, and test.
- 29.0 Field & Technical Support Services**
- 29.1 Contractor must be able to provide field and technical support. Support personnel should:
- 29.1.1 Should be qualified and knowledgeable to witness in-service performance and/or acceptance testing.

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29.1.2 Should be qualified and knowledgeable to support troubleshooting, resolve warranty issues, and respond to requests for technical information.

29.1.3 Be qualified to assist in pump installation and operation.

30.0 Job Completion

Job completion time for typical repairs under the terms and conditions of this contract are 3 TO 5 WORKING DAYS days from date of job order.

Bidder's business hours: From: 9:00 a.m. to 17:00 p.m.

Days of week: Monday to Friday

31.0 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.

32.0 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

33.0 Term of Contract

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents.

The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

34.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded to multiple bidders based on **Best Value** and the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. There will be one primary and two secondary vendors.

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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.

34.1 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.

35.0 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.

- 35.1** 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	Weighted %
I	Contractor's Profile, Qualifications, Experience & Location	30%
II	Pricing & Discount	50%
III	The bidder's past relationship with the City of Laredo	20%
	Total	100%

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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)

Sections	Criteria	0-10 Points	Weighted %	Points x Weight
I	Contractor's Profile, Qualifications, Experience & Location (39.1)	8	30%	2.4
II	Pricing & Discount (42.0)	6	50%	3.0
III	The bidder's past relationship with the City of Laredo (39.2)	6	20%	1.2
Total Raw Point				6.6
Total Raw Point x 10 (True Evaluation Points)				66
Evaluation Score				66

39.0 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.**

39.1 Tab A - Overview of Company

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, experience, and location.

We are a company with 14 years of operations, working with the City of Laredo for the
last 8 years and 10 months and to other local companies providing repair services on
water pumps, electric generators, welders machines, light towers, air compressors,
and maintenance for electrical motors.

LMIS has access to dealers for original parts and technical support.

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Bidders are encouraged to answer and/or to attach any information that may assist in verifying their ability to perform this contract. Do not make an assumption that the city will be familiar with your work.

1. Number of people employed: 6
 2. Average years of experience of current employees: 15 YEARS
 3. Total number of certified technicians: 2
 4. Providers will be required to submit itemized invoices detailing the cost per part, the number of labor hours and hourly rates per service. Will you be able to provide itemized invoices for reimbursement? Yes X No
 5. What software or labor rate manual do you use to determine industry standard hours to make repairs? WE DO NOT HAVE A STANDARDIZED LABOR HOURS, IT DEPENDS ON COMPLEXITY OF THE JOB
- 39.2 The successful Contractor shall have machine shop capabilities to repair pump parts in house and have a minimum of five (5) years experience in the repairing of pumps as mentioned on proposal.

Job Repair Pump Projects

Contact (Name & Phone#)

- 1) AURORA CENTRIFUGAL PUMP HI-SERV WEBB COUNTY TOMAS SANCHEZ (956)480-8216
- 2) AURORA CENTRIFUGAL PUMP LAREDO MEDICAL CENTER (956) 796-4250
- 3) FY14-042 REPAIR PUMP/GEAR REDUCER AT ALL WWTPS H. SALINAS (956)285-8910

40.0 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**

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41.0 Tab A – Bidder Information Questionnaire

Bidder Information/Business Questionnaire:

Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct."

Name of Offeror (Business) LAREDO MECHANICAL INDUSTRIAL SERVICES, INC

Signature

of person authorized to sign bid

Date 1/3/2020

Print Name JUAN ENRIQUE GONZALEZ

of person authorized to sign bid

Title: PRESIDENT

Business Address: 121 RANCH RD 6086C

City, State, Zip Code: LAREDO, TX 78043

Telephone Number: (956) 568-5354

Fax Number: (956) 568-5332

Contact Person Email Address: LALREDOMECHANICAL@YAHOO.COM

Federal Tax ID Number: 20-3757419

Bidders Principal/Corporate Place of Business Address: 121 RANCH RD 6086C

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

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Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No

Is any litigation pending against the Business? Yes / No

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No

Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify _____

This company is not a certified minority business: ☒

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

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42.0 Tab B Price Schedule

42.1 Section J: Horizontal Split Cast (Brand Fairbanks).

Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	\$ 65.00	
Field Labor Rate	\$65.00	
Diagnostic Shop Labor Rate	\$ 0.00	
Diagnostic Field Labor Rate	\$ 0.00	

Contract pricing is requested on pump and parts.

The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	15 %
Product identification (Mfr.)	AFTER MARKET PARTS
Type price schedule (dealer, jobber, etc.)	VALUE PARTS
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	DEALER

Repairs will be completed within 3 TO 5 working days after receipt of order.

Business hours are from 9:00 A.M. to 17:00 P.M., 5 days per week.

Warranty: _____

Company Name: LAREDO MECHANICAL INDUSTRIAL SERVICES, INC

Owner/President Name: JUAN ENRIQUE GONZALEZ

Company Address: LAREDO MECHANICAL INDUSTRIAL SERVICES, INC

City, State, Zip Code: LAREDO, TX 78043

Company Authorized Representative's Signature: _____

Company Representative's Name: JUAN ENRIQUE GONZALEZ

Signature on this form indicates agreement with "Instructions to Bidder - General Terms and Conditions, pricing and all specifications listed on this document."

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42.2 Section II Horizontal Split Cast (Brand Peerless).
Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	\$ 65.00	
Field Labor Rate	\$ 65.00	
Diagnostic Shop Labor Rate	\$ 0.00	
Diagnostic Field Labor Rate	\$0.00	

Contract pricing is requested on pump and parts.
The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	15 %
Product identification (Mfr.)	AFTER MARKET PARTS
Type price schedule (dealer, jobber, etc.)	VALUE PARTS
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	DEALER

Repairs will be completed within 3 TO 5 working days after receipt of order.
Business hours are from 9:00 A.M. to 17:00 P.M., 5 days per week.

Warranty: _____

Company Name: LAREDO MECHANICAL INDUSTRIAL SERVICES, INC

Owner/President Name: JUAN ENRIQUE GONZALEZ

Company Address: 121 RANCH RD 6086C

City, State, Zip Code: LAREDO, TX 78043

Company Authorized Representative's Signature: _____

Company Representative's Name: JUAN ENRIQUE GONZALEZ

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

42.3 Section III Horizontal Split Cast (Brand Paco).
Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	\$65.00	
Field Labor Rate	\$ 65.00	
Diagnostic Shop Labor Rate	\$ 0.00	
Diagnostic Field Labor Rate	\$ 0.00	

Contract pricing is requested on pump and parts.

The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	15 %
Product identification (Mfr.)	AFTER MARKET PARTS
Type price schedule (dealer, jobber, etc.)	VALUE PARTS
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	DEALER

Repairs will be completed within 3 TO 5 working days after receipt of order.

Business hours are from 9:00 A.M. to 17:00 P.M., 5 days per week.

Warranty: _____

Company Name: LAREDO MECHANICAL INDUSTRIAL SERVICES, INC

Owner/President Name: JUAN ENRIQUE GONZALEZ

Company Address: 121 RANCH RD 6086C

City, State, Zip Code: LAREDO, TX 78043

Company Authorized Representative's Signature: _____

Company Representative's Name: JUAN ENRIQUE GONZALEZ

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

42.4 Section IV Submersible Pump (Brand Fairbanks).
Contract pricing is requested on the service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	\$65.00	
Field Labor Rate	\$ 65.00	
Diagnostic Shop Labor Rate	\$ 0.00	
Diagnostic Field Labor Rate	\$ 0.00	

Contract pricing is requested on pump and parts.
The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	15 %
Product identification (Mfr.)	AFTER MARKET PARTS
Type price schedule (dealer, jobber, etc.)	VALUE PARTS
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	DEALER

Repairs will be completed within 3 TO 5 working days after receipt of order.

Business hours are from 9:00 A.M. to 17:00 P.M., 5 days per week.

Warranty: _____

Company Name: LAREDO MECHANICAL INDUSTRIAL SERVICES, INC

Owner/President Name: JUAN ENRIQUE GONZALEZ

Company Address: 121 RANCH RD 6086C

City, State, Zip Code: LAREDO, TX 78043

Company Authorized Representative's Signature: _____

Company Representative's Name: JUAN ENRIQUE GONZALEZ

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

42.5 Section V Vertical Turbine (Brand Fairbanks).
Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	\$ 65.00	
Field Labor Rate	\$ 65.00	
Diagnostic Shop Labor Rate	\$ 0.00	
Diagnostic Field Labor Rate	\$ 0.00	

Contract pricing is requested on pump and parts.

The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	15 %
Product identification (Mfr.)	AFTER MARKET PARTS
Type price schedule (dealer, jobber, etc.)	VALUE PARTS
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	DEALER

Repairs will be completed within depend on size of the pump working days after receipt of order.

Business hours are from 9:00 A.M. to 17:00 P.M., 5 days per week.

Warranty: _____

Company Name: LAREDO MECHANICAL INDUSTRIAL SERVICES, INC

Owner/President Name: JUAN ENRIQUE GONZALEZ

Company Address: 121 RANCH RD 6086C

City, State, Zip Code: LAREDO, TX 78043

Company Authorized Representative's Signature: _____

Company Representative's Name: JUAN ENRIQUE GONZALEZ

Signature on this form indicates agreement with "Instructions to Bidder - General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

42.6 Section VI Vertical Shaft (Brand Peerless).
Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	\$ 65.00	
Field Labor Rate	\$ 65.00	
Diagnostic Shop Labor Rate	\$ 0.00	
Diagnostic Field Labor Rate	\$ 0.00	

Contract pricing is requested on pump and parts.
The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	<u>15</u> %
Product identification (Mfr.)	AFTER MARKET PARTS
Type price schedule (dealer, jobber, etc.)	VALUE PARTS
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	DEALER

Repairs will be completed within depend on size of the pump working days after receipt of order.
Business hours are from 9:00 A.M. to 17:00 M., 5 days per week.

Warranty: _____

Company Name: LAREDO MECHANICAL INDUSTRIAL SERVICES, INC

Owner/President Name: JUAN ENRIQUE GONZALEZ

Company Address: 121 RANCH RD 6086C

City, State, Zip Code: LAREDO, TX 78043

Company Authorized Representative's Signature: _____

Company Representative's Name: JUAN ENRIQUE GONZALEZ

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

CITY OF LAREDO
PURCHASING DIVISION

- 42.7 Section VII Submersible Pump (Brand KSB).
Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	\$ 65.00	
Field Labor Rate	\$ 65.00	
Diagnostic Shop Labor Rate	\$ 0.00	
Diagnostic Field Labor Rate	\$ 0.00	

Contract pricing is requested on pump and parts.

The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	15 %
Product identification (Mfr.)	AFTER MARKET PARTS
Type price schedule (dealer, jobber, etc.)	VALUE PARTS
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	DEALER

Repairs will be completed within 3 TO 5 working days after receipt of order.

Business hours are from 9:00 A.M. to 17:00 P.M., 5 days per week.

Warranty: _____

Company Name: LAREDO MECHANICAL INDUSTRIAL SERVICES, INC

Owner/President Name: JUAN ENRIQUE GONZALEZ

Company Address: 121 RANCH RD 6086C

City, State, Zip Code: LAREDO, TX 78043

Company Authorized Representative's Signature: _____

Company Representative's Name: JUAN ENRIQUE GONZALEZ

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

43.0 Tab C- Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040**, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731

CITY OF LAREDO
PURCHASING DIVISION

☒ HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006,
LOCAL GOVERNMENT CODE EXISTS.
JUAN ENRIQUE GONZALEZ

Name

Signature

Date

1/3/2020

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg.,
Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government
Code by a person who has a business relationship as defined by Section 176.001(1-a) with a
local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental
entity not later than the 7th business day after the date the person becomes aware of facts
that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local
Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the
7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has
an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to
this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment
income, from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the
direction of the local government officer named in this section AND the taxable income is not received from the local
governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local
government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

Date

CITY OF LAREDO
PURCHASING DIVISION

44.0 Tab D

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}


COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is PRESIDENT

(a Partner or officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of: 

Bidder, if the Bidder is an individual

Partner, if the Bidder is a Partnership

Officer, if the Bidder is a Corporation

Subscribed and sworn before me this _____ day of _____ 20_____.

Notary Public

My commission expires:

CITY OF LAREDO
PURCHASING DIVISION

45.0 **Tab E**



City of Laredo Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 of the City's Ethics Code.
*This is a ☐ New Submission or ☐ Correction or ☐ Update to previous submission.

***1. Name of person submitting this disclosure form.**

First: <u>JUAN</u>	M.I.E. <u></u>	Last: <u>GONZALEZ</u>	Suffix: <u></u>
--------------------	----------------	-----------------------	-----------------

***2. Contract Information**

a) Contract or project name: <u>PUMP REPAIR SERVICES</u>
b) Originating department: <u>UTILITIES</u>

***3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).**

<u>LAREDO MECHANICAL INDUSTRIAL SERVICES, INC</u>

***4. List any business entity(ies) that is a partner, parent, or subsidiary business entity(ies) of the individual or entity listed in Question 3.**

<input checked="" type="checkbox"/> Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.
<input type="checkbox"/> Names of partner, parent, or subsidiary business entities:

***5. List any individuals or entities that will be subcontractors on this contract.**

<input checked="" type="checkbox"/> Not applicable. No subcontractors will be retained for this contract.
<input type="checkbox"/> Subcontractors may be retained, but have not been selected at the time of this submission.
<input type="checkbox"/> List of subcontractors:

***6. List any attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.**

<input checked="" type="checkbox"/> Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.
<input type="checkbox"/> List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:

**CITY OF LAREDO
PURCHASING DIVISION**

***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 5)
- b) any owner or officer of entity seeking contract with the city (Question 5)
- c) any individual or owner or officer of any entity listed above as a partner, parent, or subsidiary business (Question 5)
- 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 5)

☒ Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

☐ List of contributors:

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 90 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest.**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/ commission member that has not or will not be raised by these city officials?

☒ I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflict(s) of interest:

***Acknowledgements**

☒ Updates Required

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than 5 business days after any changes has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 90 calendar days after contract has been awarded.

☒ No Contact with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contacting 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-contact provision shall conclude when the contract is posted as a City of Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

CITY OF LAREDO
PURCHASING DIVISION

***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

☒ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

☒ I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your Name: JUAN ENRIQUE GONZALEZ Title: PRESIDENT

Company Name or DBA: LAREDO MECHANICAL INDUSTRIAL SERVICES, INC Date: JAN.03/2020

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 679
Laredo, Texas 78048-0679

**CITY OF LAREDO
PURCHASING DIVISION**

46.0 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. LAREDO MECHANICAL INDUSTRIAL SERVICES, INC							
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. We are a company with 14 years of operations, working with the City of Laredo for the							
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. 69152							
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable) <table style="width:100%; border: none;"> <tr> <td style="width: 50%; text-align: center; border-bottom: 1px solid black;">Controlling</td> <td style="width: 50%; text-align: center; border-bottom: 1px solid black;">Intermediary</td> </tr> <tr><td style="height: 100px;"></td><td></td></tr> </table>		Controlling	Intermediary		
Controlling	Intermediary						
5 Check only if there is NO Interested Party. <input checked="" type="checkbox"/>							
6 AFFIDAVIT							
I swear, or affirm, under penalty of perjury that the above disclosure is true and correct.							
<div style="text-align: right;"> Signature of authorized agent of contracting business entity </div>							
AFFIX NOTARY STAMP SEAL ABOVE							
Sworn to and subscribed before me, by the said _____ this 14th day of _____, 20____, to-wit: which, witness my hand and seal of office.							
<div style="display: flex; justify-content: space-between;"> <div>Signature of officer administering oath</div> <div>Printed name of officer administering oath</div> <div>Title of officer administering oath</div> </div>							
ADD ADDITIONAL PAGES AS NECESSARY							

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Adopted 10/5/2015

**CITY OF LAREDO
PURCHASING DIVISION**

47.0 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 8, 2020; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on January 9, 2020.

Hand-delivered bids are to be submitted in a sealed envelope clearly marked:

**Bid: Pump Repair Services – Water Treatment Division
FY20-025**

Bids can be downloaded and submitted through Cit-E-Bid: <https://cityoflaredo.onwave.net/Login.aspx>

or

Hand Delivered:

City of Laredo - City Secretary
C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

LAREDO MECHANICAL INDUSTRIAL SERVICES, INC
121 Ranch Rd. 6086C
Laredo, TX 78043

CONTRACTS

FY19-053	AUTOMATED SIDE & REAR LOADERS
FY17-003	HYDRAULIC CYLINDER REPAIR/ REPLACEMENT
FY14-042	REPAIR FOR PUMP/GEAR REDUCERS AT ALL WWTPS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/11/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CUBRIEL INSURANCE AGENCY LLC 6010 McPherson Rd Unit D2 Laredo, TX 78041	CONTACT NAME: Noe Cubriel, CIC PHONE (A/C No. Ext.): (956) 568-5290 FAX (A/C No.): (956) 568-5294 E-MAIL: noe@cubrielinsurance.com INSURER(S) AFFORDING COVERAGE: INSURER A: THE BURLINGTON INSURANCE CO. INSURER B: PROGRESSIVE INSURANCE INSURER C: SERVICE LLOYDS INSURANCE INSURER D: INSURER E: INSURER F: (UPDATED)
---	--

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.

CODE	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	412BW53325	8/16/2019	8/16/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 100,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOUND AGG \$ 2,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	08078425-1	8/24/2019	8/24/2020	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEF <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NM) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	SLICWC0152000	12/15/2019	12/15/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
CANCELLATION

CITY OF LAREDO
 1102 BOB BULLOCK LP
 LAREDO, TEXAS 78043

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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LAREDO MECHANICAL IND. SERVS
7305 SAN DARIO AVE. #307
LAREDO, TX 78045

City of Laredo - City Secretary
C/O Jose A. Valdez Jr
City Hall - Third Floor
1110 Houston Street
Laredo, TX 78040

PUMP REPAIR SERVICES
WATER TREATMENT DIVISION
FY20-025



FY20-025 Addendum 2

Gutierrez Machine & Welding Shop

Supplier Response

Event Information

Number: FY20-025 Addendum 2
Title: Pump Repairs Services - Utilities Department
Type: Request For Bid
Issue Date: 12/5/2019
Deadline: 1/8/2020 05:00 PM (CT)

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center

5512 Thomas Avenue
Laredo, TX 78041

Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

Gutierrez Machine & Welding Shop Information

Contact: Moises Gutierrez, Jr.
Address: 201 West Ryan St.
Laredo, TX 78041
Phone: (956) 726-1688
Fax: (956) 791-3897
Email: moisesgms@aol.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Tiffany Franklin on behalf of Gutierrez

moisesgms@aol.com

Signature

Email

Submitted at 1/8/2020 4:25:00 PM

Response Attachments

gutierrez fy20-025.pdf

Gutierrez Machine & Welding Shop response to FY20-025

Bid Attributes

1. Question 11. Conflict of Interest Questionnaire (CIQ)

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary

I have acknowledge that I have been advised

2 Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.
Additional Information.

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

46.1. Application

46.3. Definitions

46.5. Disclosure of Interested Parties Form

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

☐ I will comply with this form

3 Questionnaire Description

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".

Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid

Gutierrez Machine & Welding Shop, Moises Gutierrez Jr., 956-726-1688

State how long under has the business been in its present business name

22 yrs

If applicable, list all other names under which the Business identified above operated in the last five years

[no response]

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.

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 otherwise disqualified from bidding, proposing or contracting?
- 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract?
- 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

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

State if the Company is a certified minority business enterprise

This company is not a certified minority business

1 Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer(s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from <http://www.ethics.state.tx.us/whatsnew/conflictforms.htm>.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflict 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

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.

Conflict of Interest Questionnaire

If vendor acknowledges there is no conflict of interest, there are no further actions for the vendor to take. If vendor acknowledges a possible conflict of interest, vendor must download and fill out CIQ Form and submit it as part of the bid.

I attest there is no conflict of interest

1 4	Disclosure Form For details on use of this form, see Section 4.01 of the City's Ethics Code.
1 5	This is a <input type="text" value="New Submission"/>
1 6	Question 1. Name of person submitting this disclosure form Please include First Name, Middle Initial, Last Name and Suffix (if applicable) <input type="text" value="Moises Gutierrez Jr."/>
1 7	Question 2. Contract Information Please include the following: a) Contract or Project Name b) Originating Department <input type="text" value="a) Pump Repair Services FY20-025"/> <input type="text" value="b) Water Treatment Division"/>
1 8	Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract) <input type="text" value="Moises Gutierrez Jr."/>
1 9	Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3. <input type="text" value="Not Applicable"/>
2 0	Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3 If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. <input type="text" value="No response"/>
2 1	Question 5. List any individuals or entities that will be subcontractors on this contract <input type="text" value="Not Applicable"/>
2 2	Question 5. List any individuals or entities that will be subcontractors on this contract If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. <input type="text" value="No response"/>
2 3	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract <input type="text" value="Not Applicable"/>
2 4	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract <input type="text" value="No response"/>

2 **Question 7. Disclosure of political contributions**

5 List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections

- a) Any individual seeking contract with the city (Question 3)
- b) Any owner or officer of entity seeking contract with the city (Question 3)
- c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
- d) Any subcontractor or owner/officer of subcontracting entity for the contract (Question 5)
- e) The spouse of any individual listed in response to (a) through (d) above
- f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

2 **Question 7. Disclosure of political contributions**

6 If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

No response

2 **Updates on contributions required**

7 Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

2 **Question 8. Disclosure of Conflict of Interest**

8 Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am not aware of any conflict of interest

2 **8. Disclosure of Conflict of Interest**

9 If you selected I am aware of conflict of interest in question 8, please list them in this section

No response

3 **Question 9. Updates Required**

0 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 have occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

I have read and understand this section

3 **Question 10. No Contract with City Officials or Staff during Contract Evaluation**

1 I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

I have read and understand this section

3 2	Question 11. Conflict of Interest Questionnaire (CIQ) Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. <input type="text" value="I have acknowledge that I have been advised"/>
3 3	Question 11. Oath Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date <input type="text" value="1) Moises Gutierrez Jr.
2) Owner
3) Gutierrez Machine & Welding Shop
4) 1/8/20"/>
3 4	Question 12. Oath I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. <input type="text" value="I swear or affirm information is correct"/>
3 5	Company Information Questionnaire <input type="text" value="I have completed this section"/>
3 6	Conflict of Interest Questionnaire <input type="text" value="I have completed this section"/>
3 7	Non-Collusive Affidavit <input type="text" value="I have completed and included this form"/>
3 8	Discretionary Contracts Disclosure <input type="text" value="I have completed this section"/>

3 Certificate of Interested Parties (Form 1295)

9 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>.

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New Chapter 46, Ethics Commission Rules.

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☐ I will comply with this form

4 Terms and Conditions for Request for Bids

0 **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

It 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 m.pescador@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

ges, 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. Within 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 be bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT (a) Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded to multiple bidders based on Best Value and the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas - Local Government Code. There will be one primary and two secondary vendors.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) **Title & Risk of Loss:** The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale"

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid

2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.

3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquiries on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040

☐ Agree to the Terms and Conditions

4 Insurance Terms and Conditions

1

INSURANCE REQUIREMENTS If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractor's obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurrence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.

2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.

3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.

4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.

5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.

6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.

9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificate of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following.

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.

2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(h) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(i) Certificates of insurance are subject to review and approval from the City of Laredo Risk Manager.

(j) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(k) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

I agree my insurance meets minimum requirements

4 Ordinance 2018-O-175

2

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

No response

4 3	Tab A Overview of Company Information shall be uploaded on Cit-E-Bid. <input type="text" value="Yes"/>
4 4	Tab C Bidder's Past Relationship with the City of Laredo Information shall be uploaded on Cit-E-Bid. <input type="text" value="Yes"/>
4 5	Addendum Addendum Requires Acknowledgement of change in dates from January 2019 to January 2020. <input type="text" value="Acknowledge"/>
4 6	Addendum II Addendum II Requires Acknowledgement Addition of Specification 20.1 <input type="text" value="Acknowledge"/>

Bid Lines

1	Package Header <u>Section I: Horizontal Split Cast (Brand Fairbanks)</u> Quantity: <u>1</u> UOM: <u>EA</u> Total: <input type="text" value="\$130.00"/> Item Notes: Package Items 1.1 Standard Shop Labor Rate Quantity: <u>1</u> UOM: <u>Hourly Labor Rate</u> Price: <input type="text" value="\$65.00"/> Total: <input type="text" value="\$65.00"/> 1.2 Field Labor Rate Quantity: <u>1</u> UOM: <u>Hourly Labor Rate</u> Price: <input type="text" value="\$65.00"/> Total: <input type="text" value="\$65.00"/> 1.3 Diagnostic Shop Labor Rate Quantity: <u>1</u> UOM: <u>Hourly Labor Rate</u> Price: <input type="text" value="\$0.00"/> Total: <input type="text" value="\$0.00"/> 1.4 Diagnostic Field Labor Rate Quantity: <u>1</u> UOM: <u>Hourly Labor Rate</u> Price: <input type="text" value="\$0.00"/> Total: <input type="text" value="\$0.00"/> 1.5 Percent of Discount Offered Quantity: <u>1</u> UOM: <u>Percentage</u> Total: <input type="text" value="0%"/> 1.6 Repairs will be completed within in working days after receipt of order. Quantity: <u>1</u> UOM: <u>Working Days</u> Price: <input type="text" value="No response"/> Total: <input type="text" value="No response"/> Supplier Notes: <u>5-10 working days business hours are from 8:00 a.m. to 5:00 p.m., 5 days per week</u>
2	Package Header <u>Section II: Horizontal Split Cast (Brand Peerless)</u>

Quantity: 1 UOM: EA Total: \$130.00

Item Notes

Package Items

2.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$65.00 Total: \$65.00

2.2 Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$65.00 Total: \$65.00

2.3 Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$0.00 Total: \$0.00

2.4 Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$0.00 Total: \$0.00

2.5 Percent of Discount Offered

Quantity: 1 UOM: Percentage Total: 0%

2.6 Repairs will be completed within in working days after receipt of order.

Quantity: 1 UOM: Working Days Price: No response Total: No response

Supplier Notes: 5-10 working days; business hours are from 8:00 a.m. to 5:00 p.m., 5 days per week

3 Package Header

Section III: Horizontal Split Cast (Brand Paco)

Quantity: 1 UOM: EA Total: \$130.00

Item Notes

Package Items

3.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$65.00 Total: \$65.00

3.2 Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$65.00 Total: \$65.00

3.3 Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$0.00 Total: \$0.00

3.4 Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$0.00 Total: \$0.00

3.5 Percent of Discount Offered

Quantity: 1 UOM: Percentage Total: 0%

3.6 Repairs will be completed within in working days after receipt of order.

Quantity: 1 UOM: Working Days Price: No response Total: No response

Supplier Notes: 5-10 working days; business hours are from 8:00 a.m. to 5:00 p.m., 5 days per week

4 Package Header

Section IV: Submersible Pump (Brand Fairbanks)

Quantity: 1 UOM: EA

No Bid

Item Notes:

Package Items

4.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate

No Bid

4.2 Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate

No Bid

4.3 Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate

No Bid

4.4 Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate

No Bid

4.5 Percent of Discount Offered

Quantity: 1 UOM: Percentage

No Bid

4.6 Repairs will be completed within in working days after receipt of order

Quantity: 1 UOM: Working Days

No Bid

5 Package Header

Section V: Vertical Turbine (Brand Fairbanks)

Quantity: 1 UOM: EA

No Bid

Item Notes:

Package Items

5.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate

No Bid

5.2 Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate

No Bid

5.3 Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate

No Bid

5.4 Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate

No Bid

5.5 Percent of Discount Offered

Quantity: 1 UOM: Percentage

No Bid

5.6 Repairs will be completed within in working days after receipt of order.

Quantity: 1 UOM: Working Days

No Bid

6 Package Header

Section VI: Vertical Shaft (Brand Peerless)

Quantity: 1 UOM: EA

No Bid

Item Notes:

Package Items**6.1 Standard Shop Labor Rate**Quantity 1 UOM: Hourly Labor Rate**No Bid****6.2 Field Labor Rate**Quantity 1 UOM: Hourly Labor Rate**No Bid****6.3 Diagnostic Shop Labor Rate**Quantity 1 UOM: Hourly Labor Rate**No Bid****6.4 Diagnostic Field Labor Rate**Quantity 1 UOM: Hourly Labor Rate**No Bid****6.5 Percent of Discount Offered**Quantity 1 UOM: Percentage**No Bid****6.6 Repairs will be completed within in working days after receipt of order.**Quantity 1 UOM: Working Days**No Bid****7 Package Header****Section VII: Submersible Pump (Brand KSB)**Quantity: 1 UOM: EA**No Bid**

Item Notes:

Package Items**7.1 Standard Shop Labor Rate**Quantity 1 UOM: Hourly Labor Rate**No Bid****7.2 Field Labor Rate**Quantity 1 UOM: Hourly Labor Rate**No Bid****7.3 Diagnostic Shop Labor Rate**Quantity 1 UOM: Hourly Labor Rate**No Bid****7.4 Diagnostic Field Labor Rate**Quantity 1 UOM: Hourly Labor Rate**No Bid****7.5 Percent of Discount Offered**Quantity 1 UOM: Percentage**No Bid****7.6 Repairs will be completed within in working days after receipt of order.**Quantity 1 UOM: Working Days**No Bid****Response Total: \$390.00**

#1

41.0 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) Cutierrez Machine & Welding ShopSignature Moises Gutierrez Jr. Date 1-8-20
of person authorized to sign bidPrint Name Moises Gutierrez Jr.
of person authorized to sign bidTitle: OwnerBusiness Address: 201 W. Ryan St.City, State, Zip Code: Laredo Texas 78041Telephone Number: (956) 726-1688 Fax Number: (956) 791-3897Contact Person Email Address: moises.gms@aol.comFederal 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: 22 yrs

If applicable, list all other names under which the Business identified above operated in the last five years.

_____Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? ☒ Yes ☐ No

**CITY OF LAREDO
PURCHASING DIVISION**

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No

Is any litigation pending against the Business? Yes / No

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No

Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB):	Yes	No	Disadvantaged Business Enterprise (DBE):	Yes	No
Small Disadvantaged Business Enterprise (SDBC)	Yes	No	Other: Please specify _____		

This company is not a certified minority business: ☒

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

**CITY OF LAREDO
PURCHASING DIVISION**

42.0 Tab B Price Schedule

42.1 Section I: Horizontal Split Cast (Brand Fairbanks).
Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	\$ <u>65.00</u>	
Field Labor Rate	\$ <u>65.00</u>	
Diagnostic Shop Labor Rate	\$ <u>- 0 -</u>	
Diagnostic Field Labor Rate	\$ <u>- 0 -</u>	

Contract pricing is requested on pump and parts.

The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	<u>- 0 -</u> %
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	

Repairs will be completed within 5-10 working days after receipt of order.

Business hours are from 8:00 A.M. to 5:00 P.M., 5 days per week.

Warranty: _____

Company Name: Coutierrres Machine & Welding Shop

Owner/President Name: Moises Coutierrres 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 Coutierrres Jr.

Signature on this form indicates agreement with "Instructions to Bidder - General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

42.2 Section II Horizontal Split Cast (Brand Peerless).

Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	\$ <u>65.00</u>	
Field Labor Rate	\$ <u>65.00</u>	
Diagnostic Shop Labor Rate	\$ <u>- 0 -</u>	
Diagnostic Field Labor Rate	\$ <u>- 0 -</u>	

Contract pricing is requested on pump and parts.

The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	<u>- 0 -</u> %
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	

Repairs will be completed within 5-10 working days after receipt of order.

Business hours are from 8:00 A.M. to 5:00 P.M., 5 days per week.

Warranty: _____

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: 

Company Representative's Name: Moises Gutierrez Jr.

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

42.3 Section III Horizontal Split Cast (Brand Paco).

Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	\$ <u>65.00</u>	
Field Labor Rate	\$ <u>65.00</u>	
Diagnostic Shop Labor Rate	\$ <u>- 0 -</u>	
Diagnostic Field Labor Rate	\$ <u>- 0 -</u>	

Contract pricing is requested on pump and parts.

The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	<u>. 0 -</u> %
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	

Repairs will be completed within 5-10 working days after receipt of order.

Business hours are from 8:00 A.M. to 5:00 P.M., 5 days per week.

Warranty: _____

Company Name: Gutierrez Machine & Welding Shop

Owner/President Name: Maiss Gutierrez Jr.

Company Address: 201 W. Ryan St.

City, State, Zip Code: Laredo, Texas 78041

Company Authorized Representative's Signature: Maiss Gutierrez Jr.

Company Representative's Name: Maiss Gutierrez Jr.

Signature on this form indicates agreement with "Instructions to Bidder - General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

42.4 Section IV Submersible Pump (Brand Fairbanks).
Contract pricing is requested on the service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	\$ —	
Field Labor Rate	\$ —	
Diagnostic Shop Labor Rate	\$ —	
Diagnostic Field Labor Rate	\$ —	

Contract pricing is requested on pump and parts.

The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	_____ %
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	

Repairs will be completed within _____ working days after receipt of order.

Business hours are from _____ A.M. to _____ P.M., _____ days per week.

Warranty: _____

Company Name: Gutierrez Machine & Welding Shop

Owner/President Name: Moises Gutierrez Sr.

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."

**CITY OF LAREDO
PURCHASING DIVISION**

- 42.5 Section V Vertical Turbine (Brand Fairbanks).
Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	\$ —	
Field Labor Rate	\$ —	
Diagnostic Shop Labor Rate	\$ —	
Diagnostic Field Labor Rate	\$ —	

Contract pricing is requested on pump and parts.

The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	_____ %
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	

Repairs will be completed within _____ working days after receipt of order.

Business hours are from _____ A.M. to _____ P.M., _____ days per week.

Warranty: _____

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: Moises Gutierrez Jr.

Company Representative's Name: Moises Gutierrez Jr.

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

42.6 Section VI Vertical Shaft (Brand Peerless).
Contract pricing is requested on service.

Contract pricing is requested on pump and parts.
The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Repairs will be completed within _____ working days after receipt of order.

Business hours are from _____ **A.M. to** _____ **P.M.,** _____ **days per week.**

Warranty: _____

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: *W. A. [Signature]*

Company Representative's Name: Maises Gutierrez Jr.

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

42.7 Section VII Submersible Pump (Brand KSB).
Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	\$ —	
Field Labor Rate	\$ —	
Diagnostic Shop Labor Rate	\$ —	
Diagnostic Field Labor Rate	\$ —	

Contract pricing is requested on pump and parts.
The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	_____ %
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	

Repairs will be completed within _____ working days after receipt of order.

Business hours are from _____ A.M. to _____ P.M., _____ days per week.

Warranty: _____

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: 

Company Representative's Name: Moises Gutierrez Jr.

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

CITY OF LAREDO
PURCHASING DIVISION

43.0 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

44.0 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 DUGAN
(a Partner or officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

[Signature]
Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 8th day of January 20 20.

[Signature]
Notary Public

My commission expires:

12/07/2023



CITY OF LAREDO
PURCHASING DIVISION

☒ HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Maizes Gutierrez Jr. *Maizes Gutierrez Jr.*
Name Signature

1-8-20
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.

Maizes Gutierrez Jr.

☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☒ No

D. Describe each employment or business relationship with the local government officer named in this section.

Maizes Gutierrez Jr.
Signature of person doing business with the governmental entity

1-8-20
Date

CITY OF LAREDO
PURCHASING DIVISION

45.0 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: Moises M.I. Last: Gutierrez Suffix: Jr.

***2. Contract Information**

a) Contract or project name: Pump Repair Services FY20 - 25

b) Originating department: Water Treatment Division

***3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Moises Gutierrez Jr.

***4. List any business entities (that is a partner, parent, or subsidiary business entity(ies) of the individual or entity listed in Question 3.**

☒ Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

☐ Names of partner, parent, or subsidiary business entities:

***5. List any individuals or entities that will be subcontractors on this contract.**

☒ Not applicable. No subcontractors will be retained for this contract.

☐ Subcontractors may be retained, but have not been selected at the time of this submission.

☐ List of subcontractors:

***6. List any attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.**

☒ Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.

☐ List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:

**CITY OF LAREDO
PURCHASING DIVISION**

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council any candidate for City Council, or to any political action committee that contributes to City Council elections:

- a) any individual seeking contract with the city (Question 3)
- b) any owner or officer of entity seeking contract with the city (Question 3)
- c) any individual or owner or officer of any entity listed above as a partner, parent, or subsidiary business (Question 4)
- d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
- e) the spouse of any individual listed in response to (a) through (d) above
- f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☒ Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

☐ List of contributors:

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest.**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/ commission member that has not or will not be raised by these city officials?

☒ I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflict(s) of interest:

***Acknowledgements**

☒ **Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than 5 business days after any changes has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

☐ **No Contact with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contact provision shall conclude when the contract is posted as a City of Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

CITY OF LAREDO
PURCHASING DIVISION

***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

☒ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

☒ I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your Name: Moises Gutierrez Jr Title: Owner

Company Name or DBA: Gutierrez Machine & Welding Shop Date: 1-8-20

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:


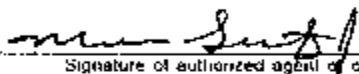
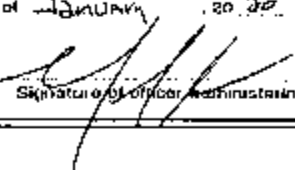
City of Laredo

P.O. Box 578

Laredo, Texas 78042-0578

**CITY OF LAREDO
PURCHASING DIVISION**

46.0 **Tab F**

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. <i>Cortierres Machine & Welding Shop</i> <i>201 W. Ryan St Laredo Tx 78041</i>			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. <i>City of Laredo</i>			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract. <i>Pump Repair Services - FY 20-025 Water Treatment Div.</i>			
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
5 Check only if there is NO interested party. <input checked="" type="checkbox"/>			
6 AFFIRMATION I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct			
		 Signature of authorized agent of contracting business entity	
Sworn to and subscribed before me, by the said <i>Marcos Gutierrez</i> , this the <i>8th</i> day of <i>JANUARY</i> , 20 <i>20</i> , to certify which, witness my hand and seal of office.			
 Signature of officer administering oath	<i>Edy F. Garcia</i> Printed name of officer administering oath	<i>Notary Public</i> Title of officer administering oath	
ADD ADDITIONAL PAGES AS NECESSARY			

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Adopted 10/5/2015

**CITY OF LAREDO
PURCHASING DIVISION**

47.0 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 8, 2020; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on January 9, 2020.

Hand-delivered bids are to be submitted in a sealed envelope clearly marked:

**Bid: Pump Repair Services – Water Treatment Division
FY20-025**

Bids can be downloaded and submitted through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

or

Hand Delivered:

City of Laredo - City Secretary
C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

**CITY OF LAREDO
PURCHASING DIVISION**

Bidders are encouraged to answer and/or to attach any information that may assist in verifying their ability to perform this contract. Do not make an assumption that the city will be familiar with your work.

1. Number of people employed: 10
2. Average years of experience of current employees: 15 yrs
3. Total number of certified technicians: _____
4. Providers will be required to submit itemized invoices detailing the cost per part, the number of labor hours and hourly rates per service. Will you be able to provide itemized invoices for reimbursement? Yes ☒ No ☐
5. What software or labor rate manual do you use to determine industry standard hours to make repairs?

- 39.2 The successful Contractor shall have machine shop capabilities to repair pump parts in house and have a minimum of five (5) years experience in the repairing of pumps as mentioned on proposal.

Job Repair Pump Projects

Contact (Name & Phone#)

- 1) FY14-042 Pump Repairs Tony Moreno (956) 795-2620
- 2) _____
- 3) _____

40.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

- Tab A - Company Information Questionnaire**
- Tab B - Signed Price Schedule**
- Tab C - Conflict of Interest Questionnaire**
- Tab D - Non-Collusive Affidavit**
- Tab E - Discretionary Contract Disclosure**
- Tab F - Certificate of Interested Parties**
- Tab G - Form 1295**

**CITY OF LAREDO
PURCHASING DIVISION**

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)

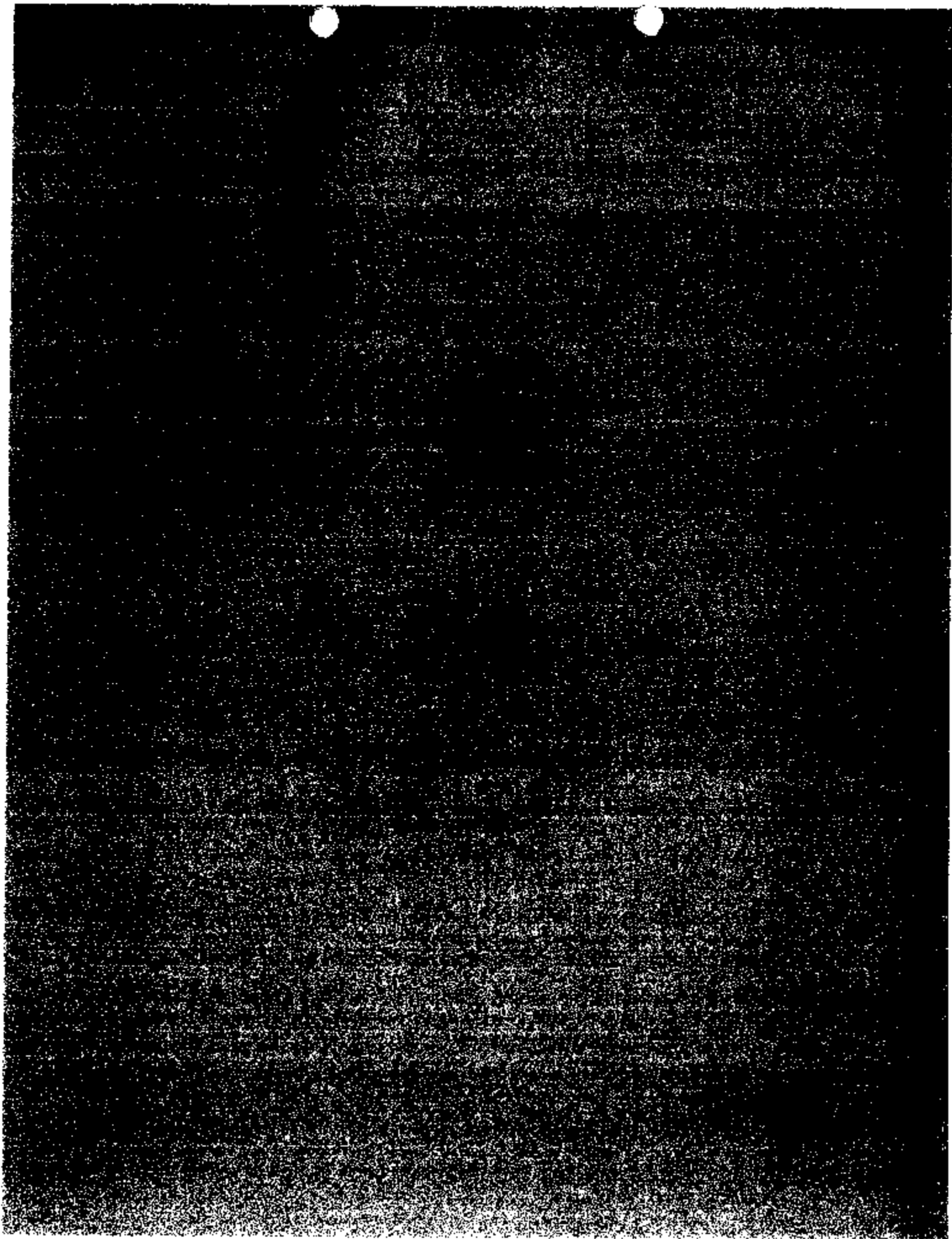
Sections	Criteria	0-10 Points	Weighted %	Points x Weight
I	Contractor's Profile, Qualifications, Experience & Location (39.1)	8	30%	2.4
II	Pricing & Discount (42.0)	6	50%	3.0
III	The bidder's past relationship with the City of Laredo (39.2)	6	20%	1.2
Total Raw Point				6.6
Total Raw Point x 10 (True Evaluation Points)				66
Evaluation Score				66

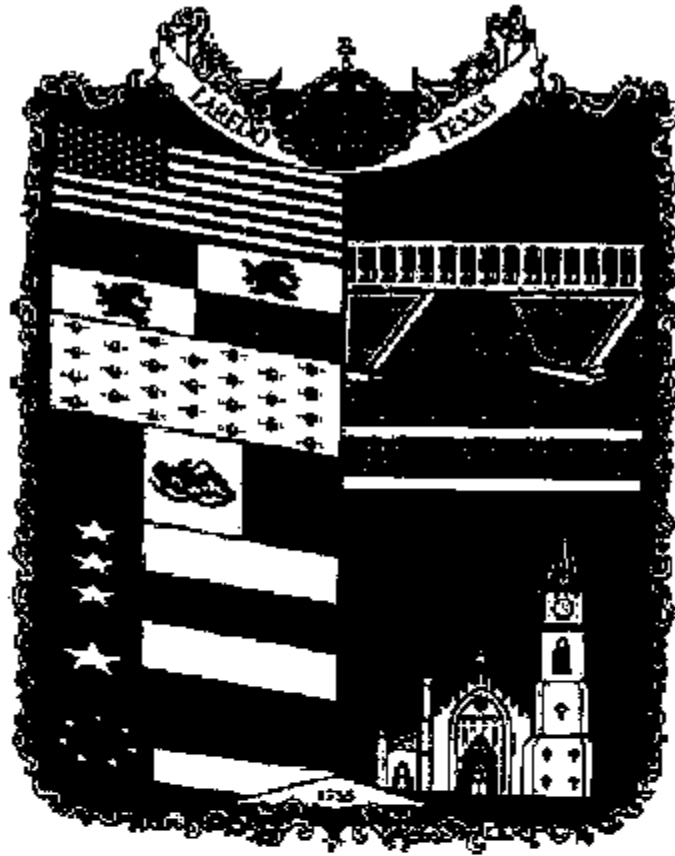
39.0 Required Submittals

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.**

39.1 Tab A - Overview of Company

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, experience, and location.





FY20-025 Addendum 2

RAMSA

Supplier Response

Event Information

Number: FY20-025 Addendum 2
Title: Pump Repairs Services - Utilities Department
Type: Request For Bid
Issue Date: 12/5/2019
Deadline: 1/8/2020 05:00 PM (CT)

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center

5512 Thomas Avenue
Laredo, TX 78041

Phone: 956 (794) 1733

Fax: 956 (790) 1805

Email: eadape@ci.laredo.tx.us

RAMSA Information

Contact: Raul Mireles
Address: 207 W RYAN ST
LAREDO
LAREDO, TX 78041
Phone: (956) 999-4263
Email: RAMSAELECTROMECHANIC@YAHOO.COM

By submitting your response, you certify that you are authorized to represent and bind your company.

Tiffany Franklin on behalf of Raul Mireles

Signature

Submitted at 1/3/2020 2:05:00 PM

RAMSAELECTROMECHANIC@YAHOO.COM

Email

Response Attachments

Escaneo0183.pdf

In this attachment : Insurance, W9 , Bid

ramsa fy20-025.pdf

Ramsa Electromechanic response to FY20-025

Bid Attributes

1 Question 11. Conflict of Interest Questionnaire (CIQ)

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary

I have acknowledge that I have been advised

2 Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295).

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information.

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

46.1. Application

46.3. Definitions

46.5. Disclosure of Interested Parties Form

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

☐ I will comply with this form

3 Questionnaire Description

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".

4 Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid

Ramsa Electromechanic Inc ; Raul Mireles Salinas, 956-568-1497

5 State how long under has the business been in its present business name

8 years

6 If applicable, list all other names under which the Business identified above operated in the last five years

[no response]

7 State if the Company is a certified minority business enterprise

The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

8 Questions Part 1

- 1) Is any litigation pending against the Business?
- 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award?
- 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing or contracting?
- 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract?
- 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?

- 1) No
2) No
3) No
4) No
5) No

9 Questions Part 2

- 1) Is the Business in arrears in any contract or debt?
- 2) Has the Business been a defaulter, as a principal, surety, or otherwise?
- 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?

- 1) No
2) No
3) No

10 State if the Company is a certified minority business enterprise

This company is not a certified minority business

1
1 **Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract or seek to contract with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from <http://www.ethics.state.tx.us/whatsnew/conflictforms.htm>.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflict of Interest Questionnaire (Form CIQ) include:

1. Mayor
2. Council Members
3. City Manager
4. Members of the Fire Fighters and Police Officers Civil Service Commission.
5. Members of the Planning and Zoning Commission.
6. Members of the Board of Adjustments
7. Members of the Building Standards Board
8. Parks & Leisure Advisory Committee Member,
9. Historic District Land Board Member,
10. Ethics Commission Board Member,
11. The Board of Commissioners of the Laredo Housing Authority
12. The Executive Director of the Laredo Housing Authority
13. Any other City of Laredo decision making board member

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

1
2 **Conflict of Interest Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity.

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1
3 **Conflict of Interest Questionnaire**

If vendor acknowledges there is no conflict of interest, there are no further actions for the vendor to take. If vendor acknowledges a possible conflict of interest, vendor must download and fill out CIQ Form and submit it as part of the bid.

I attest there is no conflict of interest

1 4	Disclosure Form For details on use of this form, see Section 4.01 of the City's Ethics Code.
1 5	This is a <input type="text" value="New Submission"/>
1 6	Question 1. Name of person submitting this disclosure form Please include First Name, Middle Initial, Last Name and Suffix (if applicable) <input type="text" value="[no response]"/>
1 7	Question 2. Contract Information Please include the following: a) Contract or Project Name b) Originating Department <input type="text" value="[no response]"/>
1 8	Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract) <input type="text" value="[no response]"/>
1 9	Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3. <input type="text" value="Not Applicable"/>
2 0	Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3 If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. <input type="text" value="No response"/>
2 1	Question 5. List any individuals or entities that will be subcontractors on this contract <input type="text" value="Not Applicable"/>
2 2	Question 5. List any individuals or entities that will be subcontractors on this contract If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. <input type="text" value="No response"/>
2 3	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract <input type="text" value="Not Applicable"/>
2 4	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract. <input type="text" value="No response"/>

2 **Question 7. Disclosure of political contributions**

5 List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections

- a) Any individual seeking contract with the city (Question 3)
- b) Any owner or officer of entity seeking contract with the city (Question 3)
- c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
- d) Any subcontractor or owner/officer of subcontracting entity for the contract (Question 5)
- e) The spouse of any individual listed in response to (a) through (d) above
- f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

2 **Question 7. Disclosure of political contributions**

6 If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

No response

2 **Updates on contributions required**

7 Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded

2 **Question 8. Disclosure of Conflict of Interest**

8 Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am not aware of any conflict of interest

2 **8. Disclosure of Conflict of Interest**

9 If you selected I am aware of conflict of interest in question 8, please list them in this section

No response

3 **Question 9. Updates Required**

0 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 includes information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

I have read and understand this section

3 **Question 10. No Contract with City Officials or Staff during Contract Evaluation**

1 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

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I have read and understand this section

3 2	Question 11. Conflict of Interest Questionnaire (CIQ) Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary <input type="text" value="I have acknowledge that I have been advised"/>
3 3	Question 11. Oath Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date <input type="text" value="[no response]"/>
3 4	Question 12. Oath I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. <input type="text" value="I swear or affirm information is correct"/>
3 5	Company Information Questionnaire <input type="text" value="I have completed this section"/>
3 6	Conflict of Interest Questionnaire <input type="text" value="I have completed this section"/>
3 7	Non-Collusive Affidavit <input type="text" value="I have completed and included this form"/>
3 8	Discretionary Contracts Disclosure <input type="text" value="I have completed this section"/>

3 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

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HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

46.1 Application

46.3 Definitions

46.5. Disclosure of Interested Parties Form

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract

☐ I will comply with this form

4 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

It 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 location s for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of c onditions 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 docum ents, 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 p rint or type the business name and manually sign the schedule. For electronic submittals, this information shall be s ubmitted 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 e xempt 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 is suance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely des criptive, 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 spe cified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date an d 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 O ffice 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), telegrap hic, 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 f or 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 st ate and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidde r 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 th e 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 assuri ng 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 t he 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 th is 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 dat e for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 7804 1 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questi ons shall make reference to a specific bid number, section, page and item of this solicitation. In case there are chan

ges, 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. Within 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 be bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT (a) Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded to multiple bidders based on Best Value and the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. There will be one primary and two secondary vendors.

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale"

(f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist.

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and P.O. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquiries on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

I Agree to the Terms and Conditions.

4 Insurance Terms and Conditions

1 INSURANCE REQUIREMENTS If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractor's obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurrence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.

2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.

3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.

4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.

5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.

6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.

9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following.

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.

2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(h) Upon request Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(i) Certificates of insurance are subject to review and approval from the City of Laredo Risk Manager.

(j) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(k) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

I agree my insurance meets minimum requirements

4 Ordinance 2018-O-175

2 The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

No response

4 3	Tab A Overview of Company Information shall be uploaded on Cit-E-Bid <input style="width: 100px;" type="text" value="Yes"/>
4 4	Tab C Bidder's Past Relationship with the City of Laredo Information shall be uploaded on Cit-E-Bid. <input style="width: 100px;" type="text" value="Yes"/>
4 5	Addendum Addendum Requires Acknowledgement of change in dates from January 2019 to January 2020. <input style="width: 100px;" type="text" value="Acknowledge"/>
4 6	Addendum II Addendum II Requires Acknowledgement Addition of Specification 20.1 <input style="width: 100px;" type="text" value="Acknowledge"/>

Bid Lines

1	Package Header		
	<u>Section I: Horizontal Split Cast (Brand Fairbanks)</u>		
	Quantity: <u>1</u> UOM: <u>EA</u>	Total:	<input style="width: 100px;" type="text" value="\$168.00"/>
	Item Notes:		
	Package Items		
	1.1 Standard Shop Labor Rate		
	Quantity <u>1</u> UOM: <u>Hourly Labor Rate</u>	Price: <input style="width: 100px;" type="text" value="\$38.50"/>	Total: <input style="width: 100px;" type="text" value="\$38.50"/>
	1.2 Field Labor Rate		
	Quantity: <u>1</u> UOM: <u>Hourly Labor Rate</u>	Price: <input style="width: 100px;" type="text" value="\$42.00"/>	Total: <input style="width: 100px;" type="text" value="\$42.00"/>
	1.3 Diagnostic Shop Labor Rate		
	Quantity <u>1</u> UOM: <u>Hourly Labor Rate</u>	Price: <input style="width: 100px;" type="text" value="\$38.50"/>	Total: <input style="width: 100px;" type="text" value="\$38.50"/>
	1.4 Diagnostic Field Labor Rate		
	Quantity: <u>1</u> UOM: <u>Hourly Labor Rate</u>	Price: <input style="width: 100px;" type="text" value="\$42.00"/>	Total: <input style="width: 100px;" type="text" value="\$42.00"/>
	1.5 Percent of Discount Offered		
	Quantity: <u>1</u> UOM: <u>Percentage</u>	Total:	<input style="width: 100px;" type="text" value="5%"/>
	1.6 Repairs will be completed within in working days after receipt of order		
	Quantity <u>1</u> UOM: <u>Working Days</u>	Price: <input style="width: 100px;" type="text" value="\$7.00"/>	Total: <input style="width: 100px;" type="text" value="\$7.00"/>
	Supplier Notes: <input style="width: 900px;" type="text" value="7 days; business hours are from 9 a.m. to 6 p.m.; 5 days per week"/>		
2	Package Header		
	<u>Section II: Horizontal Split Cast (Brand Peerless)</u>		

Quantity: 1 UOM: EA Total: \$175.00

Item Notes:

Package Items

2.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$38.50 Total: \$38.50

2.2 Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$42.00 Total: \$42.00

2.3 Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$38.50 Total: \$38.50

2.4 Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$42.00 Total: \$42.00

2.5 Percent of Discount Offered

Quantity: 1 UOM: Percentage Total: 5%

2.6 Repairs will be completed within in working days after receipt of order.

Quantity: 1 UOM: Working Days Price: \$14.00 Total: \$14.00

Supplier Notes: 7 days; business hours are from 9 a.m. to 6 p.m.; 5 days per week

3 Package Header

Section III: Horizontal Split Cast (Brand Paco)

Quantity: 1 UOM: EA Total: \$168.00

Item Notes:

Package Items

3.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$38.50 Total: \$38.50

3.2 Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$42.00 Total: \$42.00

3.3 Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$38.50 Total: \$38.50

3.4 Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$42.00 Total: \$42.00

3.5 Percent of Discount Offered

Quantity: 1 UOM: Percentage Total: 5%

3.6 Repairs will be completed within in working days after receipt of order.

Quantity: 1 UOM: Working Days Price: \$7.00 Total: \$7.00

Supplier Notes: 7 days; business hours are from 9 a.m. to 6 p.m.; 5 days per week

4 Package Header

Section IV: Submersible Pump (Brand Fairbanks)

Quantity: 1 UOM: EA Total: \$191.00

Item Notes:

Package Items

4.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$38.50 Total: \$38.50

4.2 Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$42.00 Total: \$42.00

4.3 Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$38.50 Total: \$38.50

4.4 Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$42.00 Total: \$42.00

4.5 Percent of Discount Offered

Quantity: 1 UOM: Percentage Total: 5%

4.6 Repairs will be completed within in working days after receipt of order.

Quantity: 1 UOM: Working Days Price: \$30.00 Total: \$30.00

Supplier Notes: 7 days; business hours are from 9 a.m. to 6 p.m.; 5 days per week

5 Package Header

Section V: Vertical Turbine (Brand Fairbanks)

Quantity: 1 UOM: EA Total: \$201.00

Item Notes:

Package Items

5.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$38.50 Total: \$38.50

5.2 Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$42.00 Total: \$42.00

5.3 Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$38.50 Total: \$38.50

5.4 Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$42.00 Total: \$42.00

5.5 Percent of Discount Offered

Quantity: 1 UOM: Percentage Total: 5%

5.6 Repairs will be completed within in working days after receipt of order.

Quantity: 1 UOM: Working Days Price: \$40.00 Total: \$40.00

Supplier Notes: 7 days; business hours are from 9 a.m. to 6 p.m.; 5 days per week

6 Package Header

Section VI: Vertical Shaft (Brand Peerless)

Quantity: 1 UOM: EA Total: \$173.00

Item Notes:

Package Items

6.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$38.50 Total: \$38.50

6.2 Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$42.00 Total: \$42.00

6.3 Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$38.50 Total: \$38.50

6.4 Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$42.00 Total: \$42.00

6.5 Percent of Discount Offered

Quantity: 1 UOM: Percentage Total: 5%

6.6 Repairs will be completed within in working days after receipt of order.

Quantity: 1 UOM: Working Days Price: \$12.00 Total: \$12.00

Supplier Notes: 7 days; business hours are from 9 a.m. to 6 p.m.; 5 days per week

7 Package Header

Section VII: Submersible Pump (Brand KSB)

Quantity: 1 UOM: EA Total: \$191.00

Item Notes:

Package Items

7.1 Standard Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$38.50 Total: \$38.50

7.2 Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$42.00 Total: \$42.00

7.3 Diagnostic Shop Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$38.50 Total: \$38.50

7.4 Diagnostic Field Labor Rate

Quantity: 1 UOM: Hourly Labor Rate Price: \$42.00 Total: \$42.00

7.5 Percent of Discount Offered

Quantity: 1 UOM: Percentage Total: 5%

7.6 Repairs will be completed within in working days after receipt of order.

Quantity: 1 UOM: Working Days Price: \$30.00 Total: \$30.00

Supplier Notes: 7 days; business hours are from 9 a.m. to 6 p.m.; 5 days per week

Response Total: \$1,267.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/7/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Nora Cubriel, CIC	
CUBRIEL INSURANCE AGENCY LLC 8610 McPherson Rd Unit D2 Laredo, TX 78041	PHONE (AC, HO, FAX): (958) 568-5180	FAX (AC, HO): (958) 568-5294
	EMAIL ADDRESS: nora@cubrielinsurance.com	
INSURED	INSURER(S) AFFORDING COVERAGE	
RAMSA ELECTROMECHANIC INC 7305 SAN DARIO # 274 LAREDO, TX 78045	INSURER A: INDIAN HARBOR INSURANCE	
	INSURER B: PROGRESSIVE	
	INSURER C: SERVICE LLOYDS INSURANCE CO	
	INSURER D:	
	INSURER E: (UPDATED)	

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.

REF. LTR.	TYPE OF INSURANCE	APOL/IBOR/ INFO. NO.	POLICY NUMBER	POLICY EFF. DATE(MM/DD/YYYY)	POLICY EXP. DATE(MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		6000000083-4	6/10/2019	5/10/2020	EACH OCCURRENCE \$ 1,000,000
	REAL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000				
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		02139164-8	4/2/2019	4/2/2020	MED EXP (Any one person) \$ 5,000
	UMSHELLA LIAB EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				PERSONAL & ADV INJURY \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	SLICWC0051400	8/27/2019	8/27/2020	GENERAL AGGREGATE \$ 2,000,000
	DED RETENTIONS	PRODUCTS - COMP/OP AGG \$ 1,000,000				
						COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
						EACH OCCURRENCE \$
						AGGREGATE \$
						\$
						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
						E.A. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
FOR INSURANCE VERIFICATION PURPOSES ONLY. FOR CERTIFICATES PLEASE CALL AGENT LISTED ABOVE.	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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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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

RAMSA ELECTROMECHANIC, INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

- ☐ Individual/sole proprietor or single-member LLC
- ☐ C Corporation
- ☐ S Corporation
- ☒ Partnership
- ☐ Trust/estate
- ☐ Limited liability company. Enter the tax classification (C=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) **_____**

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

7305 SAN DARIO #274

6 City, state, and ZIP code

LAREDO, TEXAS, 78045

Requester's name and address (optional)

7 List account number(s) here (optional)

Print or type.
See specific instructions on page 3.

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

4 5 - 5 3 6 2 0 3 7

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person

[Signature]

Date **01/03/2020**

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 OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION**

**PUMP REPAIR SERVICES
WATER TREATMENT DIVISION
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 supply and service contract to provide pump repair services for the City of Laredo Water Treatment Division.

Copies of the specifications may be obtained from the Finance Department-Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

Hand-delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd floor, Laredo, Texas 78040 until 5:00 P.M. on January 8, 2020; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on January 9, 2020.

Hand-delivered bids are to be submitted in a sealed envelope clearly marked:

**Bid: Pump Repair Services - Water Treatment Division
FY20-025**

Bids can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx	Hand Delivered: City of Laredo - City Secretary C/O Jose A. Valdez Jr. City Hall - Third Floor 1110 Houston Street Laredo, Texas 78040
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The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.



**City of Laredo
Purchasing Division**

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for awarding an annual supply and service contract to provide pump repair services for the City of Laredo Utilities Department. Copies of the specifications may be obtained from the Finance Department - Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us or through <https://cityoflaredo.ionwave.net/Login.aspx>. Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M. on January 8, 2020 and all bids received will be opened and read publicly on January 9, 2020 at 3:00 PM.

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

**BID: Pump Repair Services - Utilities Department
FY20-025**

Bids can be downloaded and submitted through Cit-
E-Bid:

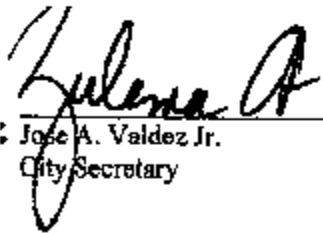
<https://cityoflaredo.ionwave.net/Login.aspx>

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 5th DAY OF DECEMBER 2019.



Mr. 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 request 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 prices shall govern.
- (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum.
- (d) Proposed delivery time must be shown and shall include Sundays and holidays
- (e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
- (f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

- (a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.
- (b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040.
- (c) Bids forms can be downloaded and printed through Cit-E-Bid. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.
- (d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
- (e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:

- (a) Bidder misstates or conceals any material fact in the bid.
- (b) Bid does not strictly conform to the law or the requirements of the bid.
- (c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If bids are conditional, Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
- (e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract.

**CITY OF LAREDO
PURCHASING DIVISION**

A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

- (f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven calendar days prior to the scheduled bid deadline a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum may be e-mailed or obtained online at the City of Laredo website for bids. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

- (a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
 - (b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
 - (c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. Within five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
 - (d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

- (a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
- (b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

- a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated.

**CITY OF LAREDO
PURCHASING DIVISION**

The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services.

Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall be bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

- (a) This contract will be awarded to multiple bidders 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. There will be one primary and two secondary vendors.
- (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies 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 bidschedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and P.O. Box 210, Laredo, Texas 78042.
- (d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.
- (e) For any inquiries on payment status or general billing questions please contact:

City of Laredo Purchasing Division, 3512 Thomas Ave., Laredo, Texas 78041 (956) 794-1733 Fax (956) 790-1805 Email cityclerk@cityoflaredo.tx.us

**CITY OF LAREDO
PURCHASING DIVISION**

Jorge J. Jolly, Accounts Payable Manager
956-791-7328
jjolly@ci.laredo.tx.us
1110 Houston St. Laredo, TX 78040

12.0 INSURANCE REQUIREMENTS

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

- (a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.
- (b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
- (c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
- (d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- (e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.
- (f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
 - 1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
 - 2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
 - 3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
 - 4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
 - 5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty-(60) days' notice prior to cancellation or non-renewal of the insurance.
 - 6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
 - 7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
 - 8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
 - 9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.
- (g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
 - 1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
 - 2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
- (h) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

13.0 CONTRACT REQUIREMENTS

**CITY OF LAREDO
PURCHASING DIVISION**

13.1 CODE OF ETIDCS 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 ETIDCS 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/tcc/1295-Info.htm>.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

CITY OF LAREDO
PURCHASING DIVISION

in order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-0-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

**CITY OF LAREDO
PURCHASING DIVISION**

**Formal Invitation for Bids
Pump Repair Services
Water Treatment Division**

15.0 Scope of Work

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual supply and service contract for pump repair services for the City of Laredo Water Division. Copies of the bid specifications may be obtained from the Finance Department - Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

16.0 Point of Contact

Sealed bids, subject to the terms and conditions of this Invitation for Bids and the accompanying schedule, such other contract provisions, specifications, and other data as are attached.

Department point of contact: Tony Moreno (956) 795-2620 or by email tmoreno@ci.laredo.tx.us

16.1 All questions for this bid shall be submitted through Cit-E-Bid no later than, December 20, 2019 to:

Enrique Aldape III
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041
eadape@ci.laredo.tx.us

17.0 General Requirements

The City of Laredo is requesting bid pricing from qualified vendors for awarding an annual contract for pump repairs to include water plants, wastewater plants, booster stations, and lift stations. The prices quoted are to be fixed prices for the work and shall include all labor and/or material costs, overhead, profit, quality assurance, transportation for pickup/delivery, shop or field tests, as well as any and all inspections required by good industry practice to ensure that the work complies with the terms and conditions of this bid. No additional charges will be allowed without City approval. Upon inspection the contractor is required to notify City of Laredo of any parts that may fail under normal conditions. It is understood that complete rebuilding may not be required for all repairs; however, parts that are damaged during normal disassembly are considered to be pertinent.

17.1 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 Service Requirements

18.1 On regular business hours, work shall be performed between 6:00 AM to 6:00 PM, Monday through Friday excluding City holidays. On Saturday, Sunday, & holidays, work shall be performed as per Utilities Department personnel.

**CITY OF LAREDO
PURCHASING DIVISION**

- 18.2** When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase contract materials on the open market and charge the contract vendor the price difference.
- 18.3** When contractor cannot abide by the terms and conditions in fulfilling the contract, the City of Laredo reserves the right to secure services from other sources.
- 18.4** Authorization for work will be in the form of a written City of Laredo Purchase Order sent via e-mail.
- 18.5** An annual contract purchase order will be issued for each City agency authorized to place orders against this annual contract. The contract purchase order will not list individual items or prices. Vendor must have the contract purchase order before providing any service.
- 18.6** All invoices must be submitted in duplicate and show each purchase order number. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any) and labor rates. All items must show unit prices or otherwise specified. If prices are based on discounts from list, then the list prices, the "plus" in terms of percentage, and net unit prices, extensions and net total prices must be shown.
- 18.7** Revision of Manufacturer's price list(s): The bid will be based on manufacturer's latest dated price list (s). Said price list(s) must denote the manufacturer, latest effective date and price schedule. It is agreed that any published price list(s) may be superseded or replaced during the contract period only if the manufacturer for industry wide use publishes such list(s).
- 18.8** All subject price lists should be submitted with this bid and shall become a part hereof. However, if in the opinion of the City Purchasing Agent, it is impractical for bidder to include published price lists as part of this bid and to furnish any price lists and/or written changes as required herein, bidder shall permit the Purchasing Agent or his authorized representatives to inspect the pertinent published price lists and/or written changes in the office of the bidder or at any other location approved by both parties. However, if the City Purchasing Agent approves said price list(s) other than the manufacturer's price list(s), said price list(s) must denote the company name, effective date and price schedule. It is agreed that any price list provided other than the manufacturers may not be superseded or replaced during the contract period.
- 18.9** All parts and services provided must be equal to or better than the original part and service.
- 18.10** Bids for parts exceeding the suggested OEM retail price will be rejected.
- 19.0 General Repair Specifications**
The following describes the basic requirements for the pump repairs. The scope of work described in this document includes, but not limited to, inspection services and post repair field testing. To be considered, the Contractor must provide pricing for each service listed.
- 19.1** City of Laredo will identify equipment by station name, pump model number and serial number. The Contractor shall maintain same pump nomenclature in all invoices and correspondences

20.0 Equipment

Below is the list of the equipment but not limited to various stations.

<u>Item</u>	<u>Pump Type</u>	<u>Brand</u>	<u>GPM</u>	<u>TDH</u>	<u>HP</u>	<u>RPM</u>
#1	Horizontal Split Case	Fairbanks	3000	100	100	1180
#2	Horizontal Split Case	Peerless	3800	320	400	1770
#3	Horizontal Split Case	Paco	650	240	60	3550
#4	Submersible	Fairbanks	10500	80	300	720
#5	Vertical Turbine	Fairbanks	10500	185	600	800
#6	Vertical Shaft	Peerless	300	300	65	3540
#7	Submersible	KSB	8333	83	250	1191

**CITY OF LAREDO
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21.0 Repair Services

21.1 Repair of centrifugal horizontal split case, submersible, and vertical turbine pumps.

21.2 Specialty shop services consisting of the fabrication and machining of parts. Also, the assemblies, machine work associated with pump repairs, and transportation for pickup/delivery.

21.3 Field support and technical services related to the removal, re-installation, and troubleshooting of the various pump systems.

22.0 Invoice

Contractor invoice for payment for Work performed must follow instructions set down by the City of Laredo. The following instructions are minimal requirements and can be changed on the City of Laredo accounting needs.

22.1 The invoice must contain the following information:

22.1.1 (1) Purchase Order number

22.1.2 (2) Pump Station name, model and serial numbers

22.1.3 (3) Invoice number

22.1.4 (4) Invoice Date

22.1.5 (5) Description of service

22.1.6 (6) Bill of materials

22.1.7 (7) Invoice total

22.1.8 (8) Contractor's name and address

22.1.9 (9) Contractor's contact with phone number and e-mail address.

22.2 All materials or parts shall be of equal or better quality than original.

22.3 The Contractor's facility may be subject to inspection at any time by City of Laredo.

23.0 Warranty

A minimum of twelve (12) month warranty period from the date that City of Laredo accepts equipment shall be provided for all repairs including original equipment manufacturer (OEM) or remanufactured parts. Acceptance occurs after a successful installation and startup. If a failure occurs due to a defect in workmanship and/or materials, the warranty shall re-new at startup so that a full twelve (12) months of warranty is possible. The warranty period shall cover all defects in workmanship and/or materials.

23.1 The Contractor is responsible for all costs to pick up, repair, and deliver any warranty-repaired parts or equipment back to City of Laredo. Service calls during the warranty period shall also be at no charge, unless the problem does not pertain to a defect in workmanship and/or material.

23.2 The Contractor must make arrangements to pick up the warranted equipment with five (5) working days after notification, and return them to the City within fourteen (14) working days after receipt and installation of all parts necessary to perform the repair.

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24.0 Shipment

Shipment preparations shall include the following:

- 24.1 Contractor shall ship the equipment empty (free of lubricants) but shall tag all lubrication points on equipment to indicate that lubricant must be added prior to running equipment.
- 24.2 Unprotected metal surfaces shall be protected against corrosion. Pump and components shall be secured and supported to prevent damage during shipping.
- 24.3 All pump openings shall be covered adequately to protect pump during shipment.
- 24.4 All equipment shall be shipped FOB destination. City of Laredo may refuse to unload or accept equipment damaged in transit.
- 24.5 Contractor shall be liable for all return shipping costs resulting from damages in transit and is solely responsible for pursuing all damage claims from transport service provider.
- 24.6 City of Laredo reserves the right to inspect pump at any time during the course of the repair. City of Laredo reserves the right to audit Contractor's project costs at any time during contract duration.
- 24.7 City of Laredo equipment in Contractor's possession must be properly stored and secured at all times; loading/unloading must be done by Contractor's personnel.
- 24.8 Overtime hours for labor must be authorized by City of Laredo prior to commencement.
- 24.9 The Contractor shall be responsible for all repairs requiring machine shop capabilities. If a subcontractor is to be used, the Contractor shall identify this need in the repair estimate to City of Laredo.

25.0 Documentation

- 25.1 For each repair the Contractor shall provide a price estimate, categorized by parts/components replacement and/or machining/fabrication needs and labor.
- 25.2 If the existing pump nameplate is illegible, a new nameplate shall be supplied. Nameplates shall be made of corrosion resistant metal and have stamped or engraved lettering.
- 25.3 If pump, motor, or its components have been modified from their original hydraulic configuration, a new nameplate shall be supplied and a new curve shall be developed to accurately reflect the new hydraulic conditions. Nameplates shall be made of corrosion resistant metal and have stamped or engraved lettering, and shall include the following information:

25.3.1 Equipment

25.3.2 Model and Serial Numbers

25.3.3 Manufacturer

25.3.4 GPM/Head

25.3.5 HP

25.3.6 Impeller Diameter

25.3.7 RPM

25.3.8 Date

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26.0 Service Specifications

- 26.1** Replacement components shall be fabricated to the original design unless specified by City of Laredo. Components shall be checked for concentricity and trueness. Modifications to components or materials shall not be proposed that would decrease a pump's performance, thermal or mechanical durability, or negatively impact the pump operation.
- 26.2** Contractor may be required to fabricate custom parts not readily available from the original manufacturer; however, City of Laredo prefers OEM parts.
- 26.3** Contractor shall clean associated lubrication systems and cover all exposed piping, cavities or reservoirs with plastic and tape or other alternative effective measures to prevent moisture and contaminants from entering the system during storage and transport.
- 26.4** During re-assembly, Contractor shall coat fastener threads with a durable anti-corrosion/anti-seize compound unless otherwise specified by City of Laredo.
- 26.5** Contractor may use high-pressure water to clean surfaces in preparation for inspection. Contractor shall contact City of Laredo prior to using other blastmedia.

27.0 Pump Tear Down Inspection and Quote

- 27.1** Contractor shall inspect and measure bearings, oil rings and housings. If pump or motor shaft journals or thrust pads are found to be outside allowable tolerances, Contractor shall notify City of Laredo in a timely manner via telephone or email, so repair decisions can be made.
- 27.2** When directed by City of Laredo, on Vertical Turbine Pumps, the Contractor shall perform non-destructive (ultrasonic, magnetic-particle, liquid-penetrant, radiographic, or eddy-current) testing on the connection point between the top bowl and the flange attaching it to the pumpcolumn.
- 27.3** Contractor shall provide teardown and inspection reports for pump repairs within 5-10 working days after receipt of equipment. An estimate for repair shall follow within 5 working days after that. (Pricing estimates shall utilize the pricing in Contractor's price sheet for labor and material.) Repairs shall be completed within 10-15 working days after receipt of the Purchase Order, and after the receipt and installation of all parts required to perform the repair.
- 27.4** Contractor shall provide projected completion and delivery dates with each repair estimate.

28.0 Pump & Motor Repairs

- 28.1** All repairs shall be made to current pump nameplate conditions and this specification. Alternative quotations for efficiency, other improvements, or for alternative fabrication methods require City of Laredo approval.
- 28.2** General machine work and or repair shall consist, but is not limited to balancing, welding, straightening, grinding, custom part manufacturing, shaft rebuilding and fabrication, sand blasting of pump/motor, and coating.
- 28.3** Typical repairs consist of rebuilding or replacing damaged parts like shafts, impellers, wear rings, shaft sleeves, housings, bearings, mechanical seals, packing stuffing boxes, packing, etc.
- 28.4** After repairs, the pump unit shall be repainted to manufacturer's recommendation and specifications, in a color approved by City of Laredo. If manufacturer recommendations are not available, interior and exterior ferrous and cast iron parts shall be coated using an NSF 60 certified Fusion Bonded Epoxy coating, 3M Scotchkote, TNEMEC Series 140 PotaPox potable water epoxy, or similar product approved by City of Laredo.

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- 28.5** Pump balancing, assembly, and application of coating for impeller shall be completed in accordance with manufacturer recommendations or City of Laredo specifications when manufacturer recommendations are not available.
- 28.6** Mechanical seals and stuffing boxes shall be repaired or fabricated to the original design with same type material and to original clearances unless otherwise specified by City of Laredo.
- 28.7** Contractor shall replace all miscellaneous rusted hardware such as nuts, bolts and washers or other fasteners with like materials, compatible with equipment service conditions. If upgrades to fastener materials are warranted, the Contractor shall determine the strength requirements of the fasteners, and verify that the new material is sufficiently strong with an adequate safety factor. Contractor shall remove all broken bolts and chase the threads in the components.
- 28.8** Contractor shall repair bearings, and bearing housing to original concentric fits and dimensions. If bearing housing recasting is required, Contractor shall notify City of Laredo in a timely manner. The Contractor shall also mark the bearing recommended lubrication level on the pump housing.
- 28.9** Contractor shall replace oil rings and seals with same type unless alternate design is approved by City of Laredo.
- 28.10** For babbitt bearings, the Proposer shall verify proper bonding of babbitt to the backing material using ultrasonic thickness (UT) or other acceptable industry standard test. Babbitt bearings shall be repaired or replaced with same type material. Babbitt bearing repair using over spray or pooling will not be accepted.
- 28.11** Dynamic Balancing:
- 28.11.1 Unless other balancing criteria is specified by City of Laredo, the impellers and rotating elements shall be dynamically balanced to an *ANSI S-2.19 / ISO 1940-1986* Balance Quality Grade G2.5 or better.
- 28.11.2 Balance reports shall include the initial data entered to determine tolerances for initial balance point, as well as the final "as assembled" tolerance.
- 28.11.3 If adding weight is approved by City of Laredo as a method for balancing rotating elements, balanced weight shall be placed out of the flow stream and tapered to minimize potential for damage or cavitation.
- 28.12** The scope of work shall include the rebuilding, repairing, and overhauling of vertical submersible pumps with respective motor, horizontal split case, vertical overhung bearing, and vertical turbine pumps.
- 28.13** Repairs shall include, but are not limited to: problem diagnosis, disassembling, replacing wear ring clearance, sleeves, bearings, seals, gaskets, O-rings, varnish, perform pressure impregnation (VPI), rewind stator, reassembly, check tolerance, blast, re-paint, re-oil, and test.
- 29.0** Field & Technical Support Services
- 29.1** Contractor must be able to provide field and technical support. Support personnel should:
- 29.1.1 Should be qualified and knowledgeable to witness in-service performance and/or acceptance testing.
- 29.1.2 Should be qualified and knowledgeable to support troubleshooting, resolve warranty issues, and respond to requests for technical information.
- 29.1.3 Be qualified to assist in pump installation and operation.

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30.0 Job Completion

Job completion time for typical repairs under the terms and conditions of this contract are _____ days from date of job order.

Bidder's business hours: From: 9 a.m. to 6 p.m.

Days of week: 5 days

31.0 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.

32.0 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

33.0 Term of Contract

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents.

The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

34.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded to multiple bidders based on **Best Value** and the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas - Local Government Code. There will be one primary and two secondary vendors.

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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.

34.1 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.

35.0 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.

- 35.1** 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	Weighted %
I	Contractor's Profile, Qualifications, Experience & Location	30%
II	Pricing & Discount	50%
III	The bidder's past relationship with the City of Laredo	20%
	Total	100%

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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)

Sections	Criteria	0-10 Points	Weighted %	Points x Weight
I	Contractor's Profile, Qualifications, Experience & Location (39.1)	8	30%	2.4
II	Pricing & Discount (42.0)	6	50%	3.0
III	The bidder's past relationship with the City of Laredo (39.2)	6	20%	1.2
Total Raw Point				6.6
Total Raw Point x 10 (True Evaluation Points) Evaluation Score				66

39.0 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.**

39.1 Tab A - Overview of Company

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, experience, and location.

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Bidders are encouraged to answer and/or to attach any information that may assist in verifying their ability to perform this contract. Do not make an assumption that the city will be familiar with your work.

1. Number of people employed: 8
2. Average years of experience of current employees: 8 Years
3. Total number of certified technicians: 1
4. Providers will be required to submit itemized invoices detailing the cost per part, the number of labor hours and hourly rates per service. Will you be able to provide itemized invoices for reimbursement? Yes ☒ No ☐
5. What software or labor rate manual do you use to determine industry standard hours to make repairs?

- 39.2** The successful Contractor shall have machine shop capabilities to repair pump parts in house and have a minimum of five (5) years experience in the repairing of pumps as mentioned on proposal.

Job Repair Pump Projects

Contact (Name & Phone#)

1). Ebara Pump Hp40, Ph3, 480V. City Of Roma / Ivan Escobar (956) 208-2626

2). Vertical Turbine Pump 60 Ft HP300 City Of Zapata / Domingo Castañeda (956) 765-9976

3). Submersible Pump Brand ABS HP33.3 City Of Del Rio / Greg Velázquez (830) 775-2783

40.0 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

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41.0 **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) Ramsa Electromechanic Inc.

Signature

of person authorized to sign bid

Date

Print Name

of person authorized to sign bid

Raul Miracles Salinas

Title:

President

Business Address: 207 West Ryan St.

City, State, Zip Code: Laredo, Texas, 78041

Telephone Number: (956) 568-1497

Fax Number: (210) 855-6828

Contact Person Email Address: ramsaelectromechanic@yahoo.com

Federal Tax ID Number: 45-5362037

Bidders Principal/Corporate Place of Business Address: 207 W. Ryan St

Indicated Status of Business:

Corporation

Partnership



Sole Proprietorship

Other:

If other state business status:

State how long under its present business name: 8 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

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Has the business, or any officer or partner thereof, failed to complete a contract? Yes / **No**

Is any litigation pending against the Business? Yes / **No**

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / **No**
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / **No**

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / **No**

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / **No**

Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / **No**

Is the Business in arrears in any contract or debt? Yes / **No**

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / **No**

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / **No**

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes / **No**

Disadvantaged Business Enterprise (DBE): Yes / **No**

Small Disadvantaged Business Enterprise (SDBC): Yes / **No**

Other: Please specify _____

This company is not a certified minority business: ☐

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

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42.0 Tab B. Price Schedule

42.1 Section I: Horizontal Split Cast (Brand Fairbanks).

Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	\$ 38.50	
Field Labor Rate	\$ 42.00	
Diagnostic Shop Labor Rate	\$ 38.50	
Diagnostic Field Labor Rate	\$ 42.00	

Contract pricing is requested on pump and parts.

The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	5%
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	

Repairs will be completed within 7 working days after receipt of order.

Business hours are from 9 A.M. to 6 P.M., 5 days per week.

Warranty: One Year

CompanyName: Ramsa Electromechanic inc

Owner/PresidentName: Raul Mireles Salinas

Company Address: 207 W. Ryan St

City, State, Zip Code: Laredo, Texas, 78041

Company Authorized Representative's Signature: 

Company Representative's Name: Raul Mireles Salinas

Signature on this form indicates agreement with "Instructions to Bidder- General Terms and Conditions, pricing and all specifications listed on this document."

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42.2 Section II Horizontal Split-Cast (Brand Peerless).

Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	\$ 38.50	
Field Labor Rate	\$ 42.00	
Diagnostic Shop Labor Rate	\$ 38.50	
Diagnostic Field Labor Rate	\$ 42.00	

Contract pricing is requested on pump and parts.

The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	5%
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price schedule column on which discount is based f.i.e. distributor, net, wholesale	

Repairs will be completed within 14 working days after receipt of order.

Business hours are from 9 A.M. to 6 P.M., 5 days per week.

Warranty: One Year

CompanyName: Ramsa Electromechanic inc

Owner/PresidentName: Raul Mireles Salinas

Company Address: 207 W. Ryan St

City, State, Zip Code: Laredo, Texas, 78041

Company Authorized Representative's Signature: 

Company Representative's Name: Raul Mireles Salinas

Signature on this form indicates agreement with "Instructions to Bidder - General Terms and Conditions, pricing and all specifications listed on this document."

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42.3 Section III Horizontal Split Cast (Brand Paco).

Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	\$ 38.50	
Field Labor Rate	\$ 42.00	
Diagnostic Shop Labor Rate	\$ 38.50	
Diagnostic Field Labor Rate	\$ 42.00	

Contract pricing is requested on pump and parts.

The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	5%
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price schedule column on which discount is based /i.e. distributor, net, wholesale	

Repairs will be completed within 7 working days after receipt of order.

Business hours are from 9 A.M. to 6 P.M., 5 days per week.

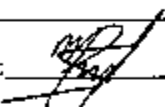
Warranty: One Year

CompanyName: Ramsa Electromechanic inc

Owner/President Name: Raul Mireles Salinas

Company Address: 207 W. Ryan St.

City, State, Zip Code: Laredo, Texas, 78041

Company Authorized Representative's Signature: 

Company Representative's Name: Raul Mireles Salinas

Signature on this form indicates agreement with "Instructions to Bidder- General Terms and Conditions, pricing and all specifications listed on this document."

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- 42.4 Section IV Submersible Pump (Brand Fairbanks)
Contract pricing is requested on the service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	\$ 38.50	
Field Labor Rate	\$ 42.00	
Diagnostic Shop Labor Rate	\$ 38.50	
Diagnostic Field Labor Rate	\$ 42.00	

Contract pricing is requested on pump and parts.

The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	5%
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	

Repairs will be completed within 30 working days after receipt of order.

Business hours are from 9 A.M. to 6 P.M., 5 days per week.

Warranty: One Year

Company Name: Ramsa Electromechanic Inc.

Owner/President Name: Raul Mireles Salinas

Company Address: 207 W. Ryan St.

City, State, Zip Code: Laredo, Texas, 78041

Company Authorized Representative's Signature: 

Company Representative's Name: Raul Mireles Salinas

Signature on this form indicates agreement with "Instructions to Bidder - General Terms and Conditions, pricing and all specifications listed on this document."

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- 42.5 Section V Vertical Turbine (Brand Fairbanks).
Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	\$ 38.50	
Field Labor Rate	\$ 42.00	
Diagnostic Shop Labor Rate	\$ 38.50	
Diagnostic Field Labor Rate	\$ 42.00	

Contract pricing is requested on pump and parts.

The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	5%
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	

Repairs will be completed within 40 working days after receipt of order.

Business hours are from 9 A.M. to 6 P.M., 5 days per week.

Warranty: One Year

Company Name: Ransa Electromechanic Inc.

Owner/President Name: Raul Mireles Salinas

Company Address: 207 W. Ryan St.

City, State, Zip Code: Laredo, Texas, 78041

Company Authorized Representative's Signature: 

Company Representative's Name: Raul Mireles Salinas

Signature on this form indicates agreement with "Instructions to Bidder- General Terms and Conditions, pricing and all specifications listed on this document."

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- 42.6 Section VI Vertical Shaft (Brand Peerless)
Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	\$ 38.50	
Field Labor Rate	\$ 42.00	
Diagnostic Shop Labor Rate	\$ 38.50	
Diagnostic Field Labor Rate	\$ 42.00	

Contract pricing is requested on pump and parts.
The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	5%
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	

Repairs will be completed within 12 working days after receipt of order.

Business hours are from 9 A.M. to 6 P.M., 5 days per week.

Warranty: One Year

Company Name: Ramsa Electromechanic Inc.

Owner/President Name: Raul Mireles Salinas

Company Address: 207 W. Ryan St.

City, State, Zip Code: Laredo, Texas, 78041

Company Authorized Representative's Signature: 

Company Representative's Name: Raul Mireles Salinas

Signature on this form indicates agreement with "Instructions to Bidder - General Terms and Conditions, pricing and all specifications listed on this document."

CITY OF LAREDO
PURCHASING DIVISION

42.7 Section V I) Submersible Pump (Brand KSB).

Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	\$ 38.50	
Field Labor Rate	\$ 42.00	
Diagnostic Shop Labor Rate	\$ 38.50	
Diagnostic Field Labor Rate	\$ 42.00	

Contract pricing is requested on pump and parts.

The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	5%
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	

Repairs will be completed within 30 working days after receipt of order.

Business hours are from 9 A.M. to 6 P.M., 5 days per week.

Warranty: One Year

CompanyName: Ramsa Electromechanic Inc.

Owner/President Name: Raul Mireles Salinas

Company Address: 207 W. Ryan St.

City, State, Zip Code: Laredo, Texas, 78041

Company Authorized Representative's Signature: 

Company Representative's Name: Raul Mireles Salinas

Signature on this form indicates agreement with "Instructions to Bidder- General Terms and Conditions, pricing and all specifications listed on this document."

43.0 Tab C- Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040**, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include:

1. Mayor
2. Council Members
3. City Manager
4. Members of the Fire Fighters and Police Officers Civil Service Commission.
5. Members of the Planning and Zoning Commission.
6. Members of the Board of Adjustments
7. Members of the Building Standards Board
8. Parks & Leisure Advisory Committee Member,
9. Historic District Land Board Member,
10. Ethics Commission Board Member,
11. The Board of Commissioners of the Laredo Housing Authority
12. The Executive Director of the Laredo Housing Authority
13. Any other City of Laredo decision making board member

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731

**CITY OF LAREDO
PURCHASING DIVISION**

☐ HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Name _____

Signature _____

Date _____

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1 Name of person who has a business relationship with local governmental entity.

OFFICE USE ONLY

Date Received _____

D Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer _____

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☒ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☒ No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity _____

Date _____

CITY OF LAREDO
PURCHASING DIVISION
AFFIDAVIT

44.0 Tab D

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is RAUL MIRELES SALINAS
(a Partner or officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of: [Signature]
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 3rd day of January 2020

[Signature]
Notary Public

My commission expires:

10/22/2023



45.0 TabE



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: M.I. Last: Suffix:

a) Contract or project name:

b) Originating department:

c) Name of partner, parent, or subsidiary business entity that has a contract with the city, separate to this contract:

D Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

0 Names of partner, parent, or subsidiary business entities:

0 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.

0 List of subcontractors:

0 Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.

0 List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:

CITY OF LAREDO
PURCHASING DIVISION

***4. 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
- 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.

***5. Disclosure of conflict of interest.**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/ commission member that has not or will not be raised by these city officials?

☐ I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflict(s) of interest:

Acknowledgements

☐ **Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than 5 business days after any changes has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

☐ **No Contact with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contacting 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-contact provision shall conclude when the contract is posted as a City of Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

CITY OF LAREDO
PURCHASING DIVISION

•Conflict of Interest Questionnaire (CIQ)

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

DI acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

DI swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your Name: Raul Mireles Salinas Title: President

Company Name or DBA: Raul Mireles Salinas 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 578

Laredo, Texas 780-12-0579

CITY OF LAREDO
PURCHASING DIVISION

46.0 **Tab E**

CERTIFICATE OF INTERESTED PARTIES			FORM 1295															
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			OFFICE USE ONLY															
1 Name of business entity filling 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) <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; text-align: center; border-bottom: 1px solid black;">Controlling</td> <td style="width:50%; text-align: center; border-bottom: 1px solid black;">Intermediary</td> </tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> </table>			Controlling	Intermediary												
Controlling	Intermediary																	
5 Check only if there is NO Interested Party. <input type="checkbox"/>																		
6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.																		
<div style="text-align: right; margin-right: 100px;">Signature of authorized agent of contracting business entity</div> <div style="margin-top: 20px;"> AFFIX NOTARY STAMP / SEAL ABOVE Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office. </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div>Signature of officer administering oath</div> <div>Printed name of officer administering oath</div> <div>Title of officer administering oath</div> </div>																		
ADD ADDITIONAL PAGES AS NECESSARY																		

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Adopted 10/5/2015

**CITY OF LAREDO
PURCHASING DIVISION**

47.0 Vendors Instructions:

Hand-delivered bids will be received at the City Secretary Office, 1110 Houston St., 3^d floor, Laredo, Texas 78040 until 3:00 P.M on January 8, 2020; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on January 9, 2020.

Hand-delivered bids are to be submitted in a sealed envelope clearly marked:

**Bid: Pump Repair Services - Water Treatment Division
FY20-025**

Bids can be downloaded and submitted through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

or

Hand Delivered:

City of Laredo - City Secretary
C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

CITY OF LAREDO
PURCHASING DIVISION



**CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION**

#3

**PUMP REPAIR SERVICES
WATER TREATMENT DIVISION
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 supply and service contract to provide pump repair services for the City of Laredo Water Treatment Division.

Copies of the specifications may be obtained from the Finance Department-Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

Hand-delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd floor, Laredo, Texas 78040 until 5:00 P.M on January 8, 2020; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on January 9, 2020.

Hand-delivered bids are to be submitted in a sealed envelope clearly marked:

**Bid: Pump Repair Services - Water Treatment Division
FY20-025**

Bids can be downloaded and submitted through Cit-E-Bid:

<https://cityoflaredo.ionwave.net/Login.aspx>

Hand Delivered:

**City of Laredo - City Secretary
C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.



City of Laredo Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for awarding an annual supply and service contract to provide pump repair services for the City of Laredo Utilities Department. Copies of the specifications may be obtained from the Finance Department - Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us or through <https://cityoflaredo.ionwave.net/Login.aspx> Bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M. on January 8, 2020 and all bids received will be opened and read publicly on January 9, 2020 at 3:00 P.M.

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

**BID: Pump Repair Services - Utilities Department
FY20-025**

Bids can be downloaded and submitted through Cit-
E-Bid:

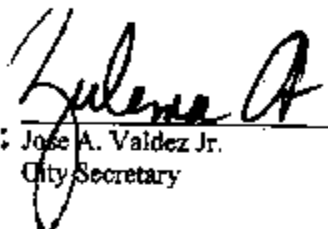
<https://cityoflaredo.ionwave.net/Login.aspx>

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 5th DAY OF DECEMBER 2019.



Jose A. Valdez Jr.
City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request 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 prices 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
- (c) 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.
- (t) **The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.**

2.0 DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

- (a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.
- (b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040.
- (c) Bids forms can be downloaded and printed through Cit-E-Bid. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.
- (d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
- (e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:

- (a) Bidder misstates or conceals any material fact in the bid.
- (b) Bid does not strictly conform to the law or the requirements of the bid.
- (c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
- (e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract.

**CITY OF LAREDO
PURCHASING DIVISION**

A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

- (f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven calendar days prior to the scheduled bid deadline a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum may be e-mailed or obtained online at the City of Laredo website for bids. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

- (a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
- (b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
- (c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
- (d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

- (a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
- (b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

- a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated.

**CITY OF LAREDO
PURCHASING DIVISION**

The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services.

Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall be bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

- (a) This contract will be awarded to multiple bidders 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. There will be one primary and two secondary vendors.
- (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies 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 bidschedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
- (d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.
- (e) For any inquires on payment status or general billing questions please contact:

City of Laredo Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 (956) 794-1733 Fax (956) 790-1805 Email cgaldame@ci.laredo.tx.us

**CITY OF LAREDO
PURCHASING DIVISION**

Jorge J. Jolly, Accounts Payable Manager
956-791-7328

jjolly@ci.laredo.tx.us

1110 Houston St. Laredo, TX 78040

12.0 INSURANCE REQUIREMENTS

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

- (a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.
- (b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
- (c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
- (d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- (e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.
- (f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
 - 1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
 - 2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
 - 3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
 - 4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
 - 5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty-(60) days' notice prior to cancellation or non-renewal of the insurance.
 - 6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
 - 7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
 - 8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
 - 9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.
- (g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
 - 1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
 - 2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
- (h) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

13.0 CONTRACT REQUIREMENTS

**CITY OF LAREDO
PURCHASING DIVISION**

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

13.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this bid for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) ****Upon Award of Bid Only****

13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure:

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

13.6 TEXAS ETIDCS 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/tcc/1295-Info.htm>.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

CITY OF LAREDO
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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. 2017-0-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

**CITY OF LAREDO
PURCHASING DIVISION**

**Formal Invitation for Bids
Pump Repair Services
Water Treatment Division**

15.0 Scope of Work

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual supply and service contract for pump repair services for the City of Laredo Water Division. Copies of the bid specifications may be obtained from the Finance Department - Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://citoflaredo.ionwave.net/Login.aspx>

16.0 Point of Contact

Sealed bids, subject to the terms and conditions of this Invitation for Bids and the accompanying schedule, such other contract provisions, specifications, and other data as are attached.

Department point of contact: Tony Moreno (956) 795-2620 or by email tmoreno@ci.laredo.tx.us

16.1 All questions for this bid shall be submitted through Cit-E-Bid no later than, December 20, 2019 to:

Enrique Aldape III
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041
ealdape@ci.laredo.tx.us

17.0 General Requirements

The City of Laredo is requesting bid pricing from qualified vendors for awarding an annual contract for pump repairs to include water plants, wastewater plants, booster stations, and lift stations. The prices quoted are to be fixed prices for the work and shall include all labor and/or material costs, overhead, profit, quality assurance, transportation for pickup/delivery, shop or field tests, as well as any and all inspections required by good industry practice to ensure that the work complies with the terms and conditions of this bid. No additional charges will be allowed without City approval. Upon inspection the contractor is required to notify City of Laredo of any parts that may fail under normal conditions. It is understood that complete rebuilding may not be required for all repairs; however, parts that are damaged during normal disassembly are considered to be pertinent.

17.1 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 Service Requirements

18.1 On regular business hours, work shall be performed between 6:00 AM to 6:00 PM, Monday through Friday excluding City holidays. On Saturday, Sunday, & holidays, work shall be performed as per Utilities Department personnel.

**CITY OF LAREDO
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- 18.2** When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase contract materials on the open market and charge the contract vendor the price difference.
- 18.3** When contractor cannot abide by the terms and conditions in fulfilling the contract, the City of Laredo reserves the right to secure services from other sources.
- 18.4** Authorization for work will be in the form of a written City of Laredo Purchase Order sent via e-mail.
- 18.5** An annual contract purchase order will be issued for each City agency authorized to place orders against this annual contract. The contract purchase order will not list individual items or prices. Vendor must have the contract purchase order before providing any service.
- 18.6** All invoices must be submitted in duplicate and show each purchase order number. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any) and labor rates. All items must show unit prices or otherwise specified. If prices are based on discounts from list, then the list prices, the "plus" in terms of percentage, and net unit prices, extensions and net total prices must be shown.
- 18.7** Revision of Manufacturer's price list(s): The bid will be based on manufacturer's latest dated price list (s). Said price list(s) must denote the manufacturer, latest effective date and price schedule. It is agreed that any published price list(s) may be superseded or replaced during the contract period only if the manufacturer for industry wide use publishes such list(s).
- 18.8** All subject price lists should be submitted with this bid and shall become a part hereof. However, if in the opinion of the City Purchasing Agent, it is impractical for bidder to include published price lists as part of this bid and to furnish any price lists and/or written changes as required herein, bidder shall permit the Purchasing Agent or his authorized representatives to inspect the pertinent published price lists and/or written changes in the office of the bidder or at any other location approved by both parties. However, if the City Purchasing Agent approves said price list(s) other than the manufacturer's price list(s), said price list(s) must denote the company name, effective date and price schedule. It is agreed that any price list provided other than the manufacturers may not be superseded or replaced during the contract period.
- 18.9** All parts and services provided must be equal to or better than the original part and service.
- 18.10** Bids for parts exceeding the suggested OEM retail price will be rejected.
- 19.0 General Repair Specifications**
The following describes the basic requirements for the pump repairs. The scope of work described in this document includes, but not limited to, inspection services and post repair field testing. To be considered, the Contractor must provide pricing for each service listed.
- 19.1** City of Laredo will identify equipment by station name, pump model number and serial number. The Contractor shall maintain same pump nomenclature in all invoices and correspondences

20.0 Equipment

Below is the list of the equipment but not limited to various stations.

<u>Item</u>	<u>Pump Type</u>	<u>Brand</u>	<u>GPM</u>	<u>TDH</u>	<u>HP</u>	<u>RPM</u>
#1	Horizontal Split Case	Fairbanks	3000	100	100	1180
#2	Horizontal Split Case	Peerless	3800	320	400	1770
#3	Horizontal Split Case	Paco	650	240	60	3550
#4	Submersible	Fairbanks	10500	80	300	720
#5	Vertical Turbine	Fairbanks	10500	185	600	800
#6	Vertical Shaft	Peerless	300	300	65	3540
#7	Submersible	KSB	8333	83	250	1191

**CITY OF LAREDO
PURCHASING DIVISION**

21.0 Repair Services

21.1 Repair of centrifugal horizontal split case, submersible, and vertical turbine pumps.

21.2 Specialty shop services consisting of the fabrication and machining of parts. Also, the assemblies, machine work associated with pump repairs, and transportation for pickup/delivery.

21.3 Field support and technical services related to the removal, re-installation, and troubleshooting of the various pump systems.

22.0 Invoice

Contractor invoice for payment for Work performed must follow instructions set down by the City of Laredo. The following instructions are minimal requirements and can be changed on the City of Laredo accounting needs.

22.1 The invoice must contain the following information:

22.1.1 (1) Purchase Order number

22.1.2 (2) Pump Station name, model and serial numbers

22.1.3 (3) Invoice number

22.1.4 (4) Invoice Date

22.1.5 (5) Description of service

22.1.6 (6) Bill of materials

22.1.7 (7) Invoice total

22.1.8 (8) Contractor's name and address

22.1.9 (9) Contractor's contact with phone number and e-mail address.

22.2 All materials or parts shall be of equal or better quality than original.

22.3 The Contractor's facility may be subject to inspection at any time by City of Laredo.

23.0 Warranty

A minimum of twelve (12) month warranty period from the date that City of Laredo accepts equipment shall be provided for all repairs including original equipment manufacturer (OEM) or remanufactured parts. Acceptance occurs after a successful installation and startup. If a failure occurs due to a defect in workmanship and/or materials, the warranty shall re-new at startup so that a full twelve (12) months of warranty is possible. The warranty period shall cover all defects in workmanship and/or materials.

23.1 The Contractor is responsible for all costs to pick up, repair, and deliver any warranty-repaired parts or equipment back to City of Laredo. Service calls during the warranty period shall also be at no charge, unless the problem does not pertain to a defect in workmanship and/or material.

23.2 The Contractor must make arrangements to pick up the warranted equipment with five (5) working days after notification, and return them to the City within fourteen (14) working days after receipt and installation of all parts necessary to perform the repair.

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24.0 Shipment

Shipment preparations shall include the following:

- 24.1** Contractor shall ship the equipment empty (free of lubricants) but shall tag all lubrication points on equipment to indicate that lubricant must be added prior to running equipment.
- 24.2** Unprotected metal surfaces shall be protected against corrosion. Pump and components shall be secured and supported to prevent damage during shipping.
- 24.3** All pump openings shall be covered adequately to protect pump during shipment.
- 24.4** All equipment shall be shipped FOB destination. City of Laredo may refuse to unload or accept equipment damaged in transit.
- 24.5** Contractor shall be liable for all return shipping costs resulting from damages in transit and is solely responsible for pursuing all damage claims from transport service provider.
- 24.6** City of Laredo reserves the right to inspect pump at any time during the course of the repair. City of Laredo reserves the right to audit Contractor's project costs at any time during contract duration.
- 24.7** City of Laredo equipment in Contractor's possession must be properly stored and secured at all times; loading/unloading must be done by Contractor's personnel.
- 24.8** Overtime hours for labor must be authorized by City of Laredo prior to commencement.
- 24.9** The Contractor shall be responsible for all repairs requiring machine shop capabilities. If a subcontractor is to be used, the Contractor shall identify this need in the repair estimate to City of Laredo.

25.0 Documentation

- 25.1** For each repair the Contractor shall provide a price estimate, categorized by parts/components replacement and/or machining/fabrication needs and labor.
- 25.2** If the existing pump nameplate is illegible, a new nameplate shall be supplied. Nameplates shall be made of corrosion resistant metal and have stamped or engraved lettering.
- 25.3** If pump, motor, or its components have been modified from their original hydraulic configuration, a new nameplate shall be supplied and a new curve shall be developed to accurately reflect the new hydraulic conditions. Nameplates shall be made of corrosion resistant metal and have stamped or engraved lettering, and shall include the following information:

25.3.1 Equipment

25.3.2 Model and Serial Numbers

25.3.3 Manufacturer

25.3.4 GPM/Head

25.3.5 HP

25.3.6 Impeller Diameter

25.3.7 RPM

25.3.8 Date

**CITY OF LAREDO
PURCHASING DIVISION**

26.0 Service Specifications

- 26.1** Replacement components shall be fabricated to the original design unless specified by City of Laredo. Components shall be checked for concentricity and trueness. Modifications to components or materials shall not be proposed that would decrease a pump's performance, thermal or mechanical durability, or negatively impact the pump operation.
- 26.2** Contractor may be required to fabricate custom parts not readily available from the original manufacturer; however, City of Laredo prefers OEM parts.
- 26.3** Contractor shall clean associated lubrication systems and cover all exposed piping, cavities or reservoirs with plastic and tape or other alternative effective measures to prevent moisture and contaminants from entering the system during storage and transport.
- 26.4** During re-assembly, Contractor shall coat fastener threads with a durable anti-corrosion/anti-seize compound unless otherwise specified by City of Laredo.
- 26.5** Contractor may use high-pressure water to clean surfaces in preparation for inspection. Contractor shall contact City of Laredo prior to using other blastmedia.

27.0 Pump Tear Down Inspection and Quote

- 27.1** Contractor shall inspect and measure bearings, oil rings and housings. If pump or motor shaft journals or thrust pads are found to be outside allowable tolerances, Contractor shall notify City of Laredo in a timely manner via telephone or email, so repair decisions can be made.
- 27.2** When directed by City of Laredo, on Vertical Turbine Pumps, the Contractor shall perform non-destructive (ultrasonic, magnetic-particle, liquid-penetrant, radiographic, or eddy-current) testing on the connection point between the top bowl and the flange attaching it to the pump column.
- 27.3** Contractor shall provide teardown and inspection reports for pump repairs within 5-10 working days after receipt of equipment. An estimate for repair shall follow within 5 working days after that. (Pricing estimates shall utilize the pricing in Contractor's price sheet for labor and material.) Repairs shall be completed within 10-15 working days after receipt of the Purchase Order, and after the receipt and installation of all parts required to perform the repair.
- 27.4** Contractor shall provide projected completion and delivery dates with each repair estimate.

28.0 Pump & Motor Repairs

- 28.1** All repairs shall be made to current pump nameplate conditions and this specification. Alternative quotations for efficiency, other improvements, or for alternative fabrication methods require City of Laredo approval.
- 28.2** General machine work and or repair shall consist, but is not limited to balancing, welding, straightening, grinding, custom part manufacturing, shaft rebuilding and fabrication, sand blasting of pump/motor, and coating.
- 28.3** Typical repairs consist of rebuilding or replacing damaged parts like shafts, impellers, wear rings, shaft sleeves, housings, bearings, mechanical seals, packing stuffing boxes, packing, etc.
- 28.4** After repairs, the pump unit shall be repainted to manufacturer's recommendation and specifications, in a color approved by City of Laredo. If manufacturer recommendations are not available, interior and exterior ferrous and cast iron parts shall be coated using an NSF 60 certified Fusion Bonded Epoxy coating, 3M Scentchkote, TNE MEC Series 140 PotaPox potable water epoxy, or similar product approved by City of Laredo.

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- 28.5** Pump balancing, assembly, and application of coating for impeller shall be completed in accordance with manufacturer recommendations or City of Laredo specifications when manufacturer recommendations are not available.
- 28.6** Mechanical seals and stuffing boxes shall be repaired or fabricated to the original design with same type material and to original clearances unless otherwise specified by City of Laredo.
- 28.7** Contractor shall replace all miscellaneous rusted hardware such as nuts, bolts and washers or other fasteners with like materials, compatible with equipment service conditions. If upgrades to fastener materials are warranted, the Contractor shall determine the strength requirements of the fasteners, and verify that the new material is sufficiently strong with an adequate safety factor. Contractor shall remove all broken bolts and chase the threads in the components.
- 28.8** Contractor shall repair bearings, and bearing housing to original concentric fits and dimensions. If bearing housing recasting is required, Contractor shall notify City of Laredo in a timely manner. The Contractor shall also mark the bearing recommended lubrication level on the pump housing.
- 28.9** Contractor shall replace oil rings and seals with same type unless alternate design is approved by City of Laredo.
- 28.10** For babbitt bearings, the Proposer shall verify proper bonding of babbitt to the backing material using ultrasonic thickness (UT) or other acceptable industry standard test. Babbitt bearings shall be repaired or replaced with same type material. Babbitt bearing repair using over spray or pooling will not be accepted.
- 28.11** Dynamic Balancing:
- 28.11.1** Unless other balancing criteria is specified by City of Laredo, the impellers and rotating elements shall be dynamically balanced to an *ANSI S-2.19 / ISO 1940-1986* Balance Quality Grade G2.5 or better.
- 28.11.2** Balance reports shall include the initial data entered to determine tolerances for initial balance point, as well as the final "as assembled" tolerance.
- 28.11.3** If adding weight is approved by City of Laredo as a method for balancing rotating elements, balanced weight shall be placed out of the flow stream and tapered to minimize potential for damage or cavitation.
- 28.12** The scope of work shall include the rebuilding, repairing, and overhauling of vertical submersible pumps with respective motor, horizontal split case, vertical overhung bearing, and vertical turbine pumps.
- 28.13** Repairs shall include, but are not limited to: problem diagnosis, disassembling, replacing wear ring clearance, sleeves, bearings, seals, gaskets, O-rings, varnish, perform pressure impregnation (VPI), rewind stator, reassembly, check tolerance, blast, re-paint, re-oil, and test.
- 29.0** **Field & Technical Support Services**
- 29.1** Contractor must be able to provide field and technical support. Support personnel should:
- 29.1.1** Should be qualified and knowledgeable to witness in-service performance and/or acceptance testing.
- 29.1.2** Should be qualified and knowledgeable to support troubleshooting, resolve warranty issues, and respond to requests for technical information.
- 29.1.3** Be qualified to assist in pump installation and operation.

CITY OF LAREDO
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30.0 Job Completion

Job completion time for typical repairs under the terms and conditions of this contract are _____ days from date of job order.

Bidder's business hours: From: 9 a.m. to 6 p.m.

Days of week: 5 days

31.0 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.

32.0 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 caldace@ci.laredo.tx.us

33.0 Term of Contract

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents.

The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

34.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded to multiple bidders based on **Best Value** and the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas - Local Government Code. There will be one primary and two secondary vendors.

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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.

34.1 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.

35.0 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.

35.1 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	Weighted %
I	Contractor's Profile, Qualifications, Experience & Location	30%
II	Pricing & Discount	50%
III	The bidder's past relationship with the City of Laredo	20%
	Total	100%

**CITY OF LAREDO
PURCHASING DIVISION**

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)

Sections	Criteria	0-10 Points	Weighted %	Points x Weight
I	Contractor's Profile, Qualifications, Experience & Location (39.1)	8	30%	2.4
II	Pricing & Discount (42.0)	6	50%	3.0
III	The bidder's past relationship with the City of Laredo (39.2)	6	20%	1.2
Total Raw Point				6.6
Total Raw Point x 10 (True Evaluation Points)				66
Evaluation Score				

39.0 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.**

39.1 Tab A - Overview of Company

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, experience, and location.

**CITY OF LAREDO
PURCHASING DIVISION**

Bidders are encouraged to answer and/or to attach any information that may assist in verifying their ability to perform this contract. Do not make an assumption that the city will be familiar with your work.

1. Number of people employed: 8
2. Average years of experience of current employees: 8 Years
3. Total number of certified technicians: 1
4. Providers will be required to submit itemized invoices detailing the cost per part, the number of labor hours and hourly rates per service. Will you be able to provide itemized invoices for reimbursement? Yes ☒ No ☐
5. What software or labor rate manual do you use to determine industry standard hours to make repairs?

- 39.2 The successful Contractor shall have machine shop capabilities to repair pump parts in house and have a minimum of five (5) years experience in the repairing of pumps as mentioned on proposal.

Job Repair Pump Projects

Contact (Name & Phone#)

1). Ebara Pump Hp40, Ph3, 480V. City Of Roma / Ivan Escobar (956) 208-2626

2). Vertical Turbine Pump 60 Ft HP300 City Of Zapata / Domingo Castañeda (956) 765-9975

3). Submersible Pump Brand ABS HP33.3 City Of Del Rio / Greg Velázquez (830) 775-2783

40.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Tab A - Company Information Questionnaire

Tab B - Signed Price Schedule

Tab C - Conflict of Interest Questionnaire

Tab D - Non-Collusive Affidavit

Tab E - Discretionary Contract Disclosure

Tab F - Certificate of Interested Parties

Tab G - Form 1295

CITY OF LAREDO
PURCHASING DIVISION

41.0 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) Ramsa Electromechanic inc

Signature

of person authorized to sign bid

Date 01/03/2020

Print Name

of person authorized to sign bid

Raul Mireles Salinas

Title:

President

Business Address: 207 West Ryan St

City, State, Zip Code: Laredo, Texas, 78041

Telephone Number: (956)568-1497

Fax Number: (210)855-6828

Contact Person Email Address: ramsaelectromechanic@yahoo.com

Federal Tax ID Number: 45-5362037

Bidders Principal/Corporate Place of Business Address: 207 W. Ryan St

Indicated Status of Business:

Corporation

Partnership



Sole Proprietorship

Other:

If other state business status:

State how long under its present business name: 8 Years

If applicable, list all other names under which the Business identified above operated in the last five years.

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes No

**CITY OF LAREDO
PURCHASING DIVISION**

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / ☒ No

Is any litigation pending against the Business? Yes ☒ No

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / ☒ No
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes ☒ No

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes ☒ No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes ☒ No

Is the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / ☒ No

Is the Business in arrears in any contractor 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

42.0 **Tab B Price Schedule**

42.1 **Section I: Horizontal Split Cast (Brand Fairbanks).**

Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	\$ 38.50	
Field Labor Rate	\$ 42.00	
Diagnostic Shop Labor Rate	\$ 38.50	
Diagnostic Field Labor Rate	\$ 42.00	

Contract pricing is requested on pump and parts.

The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	5%
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	

Repairs will be completed within 7 working days after receipt of order.

Business hours are from 9 A.M. to 6 P.M., 5 days per week.

Warranty: One Year

CompanyName: Ramsa Electromechanic inc

Owner/PresidentName: Raul Mireles Salinas

Company Address: 207 W. Ryan St

City, State, ZipCode: Laredo, Texas, 78041

Company Authorized Representative's Signature: 

Company Representative's Name: Raul Mireles Salinas

Signature on this form indicates agreement with "Instructions to Bidder- General Terms and Conditions, pricing and all specifications listed on this document."

CITY OF LAREDO
PURCHASING DIVISION

42.2 Section II Horizontal SplitCast (Brand Peerless).

Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	\$ 38.50	
Field Labor Rate	\$ 42.00	
Diagnostic Shop Labor Rate	\$ 38.50	
Diagnostic Field Labor Rate	\$ 42.00	

Contract pricing is requested on pump and parts.

The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	5%
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price schedule column on which discount is based f.i.e. distributor, net, wholesale	

Repairs will be completed within 14 working days after receipt of order.

Business hours are from 9 A.M. to 6 P.M., 5 days per week.

Warranty: One Year

CompanyName: Ramsa Electromechanic inc

Owner/PresidentName: Raul Mireles Salinas

Company Address: 207 W. Ryan St

City, State, Zip Code: Laredo, Texas, 78041

Company Authorized Representative's Signature: 

Company Representative's Name: Raul Mireles Salinas

Signature on this form indicates agreement with "Instructions to Bidder - General Terms and Conditions, pricing and all specifications listed on this document."

CITY OF LAREDO
PURCHASING DIVISION

- 42.3 Section III Horizontal Split Cast (Brand Paco).
Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	\$ 38.50	
Field Labor Rate	\$ 42.00	
Diagnostic Shop Labor Rate	\$ 38.50	
Diagnostic Field Labor Rate	\$ 42.00	

Contract pricing is requested on pump and parts.

The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	5%
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	

Repairs will be completed within 7 working days after receipt of order.

Business hours are from 9 A.M. to 6 P.M., 5 days per week.

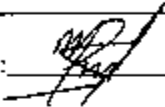
Warranty: One Year

Company Name: Ramsa Electromechanic inc

Owner/President Name: Raul Mireles Salinas

Company Address: 207 W. Ryan St.

City, State, Zip Code: Laredo, Texas, 78041

Company Authorized Representative's Signature: 

Company Representative's Name: Raul Mireles Salinas

Signature on this form indicates agreement with "Instructions to Bidder- General Terms and Conditions, pricing and all specifications listed on this document."

CITY OF LAREDO
PURCHASING DIVISION

- 42.4 Section IV Submersible Pump (Brand Fairbanks).
Contract pricing is requested on the service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	\$ 38.50	
Field Labor Rate	\$ 42.00	
Diagnostic Shop Labor Rate	\$ 38.50	
Diagnostic Field Labor Rate	\$ 42.00	

Contract pricing is requested on pump and parts.

The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	5%
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	

Repairs will be completed within 30 working days after receipt of order.

Business hours are from 9 A.M. to 6 P.M., 5 days per week.

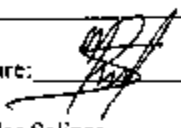
Warranty: One Year

Company Name: Ramsa Electromechanic Inc.

Owner/President Name: Raul Mireles Salinas

Company Address: 207 W. Ryan St.

City, State, Zip Code: Laredo, Texas, 78041

Company Authorized Representative's Signature: 

Company Representative's Name: Raul Mireles Salinas

Signature on this form indicates agreement with "Instructions to Bidder - General Terms and Conditions, pricing and all specifications listed on this document."

CITY OF LAREDO
PURCHASING DIVISION

42.5 Section V Vertical Turbine (Brand Fairbanks).

Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	\$ 38.50	
Field Labor Rate	\$ 42.00	
Diagnostic Shop Labor Rate	\$ 38.50	
Diagnostic Field Labor Rate	\$ 42.00	

Contract pricing is requested on pump and parts.

The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	5%
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	

Repairs will be completed within 40 working days after receipt of order.

Business hours are from 9 A.M. to 6 P.M., 5 days per week.

Warranty: One Year

Company Name: Ramsa Electromechanic Inc.

Owner/President Name: Raul Mireles Salinas

Company Address: 207 W. Ryan St.

City, State, Zip Code: Laredo, Texas, 78041

Company Authorized Representative's Signature: 

Company Representative's Name: Raul Mireles Salinas

Signature on this form indicates agreement with "Instructions to Bidder- General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

- 42.6** Section VI Vertical Shaft (Brand Peerless).
Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	\$ 38.50	
Field Labor Rate	\$ 42.00	
Diagnostic Shop Labor Rate	\$ 38.50	
Diagnostic Field Labor Rate	\$ 42.00	

Contract pricing is requested on pump and parts.

The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	5%
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	

Repairs will be completed within 12 working days after receipt of order.

Business hours are from 9 A.M. to 6 P.M., 5 days per week.

Warranty: One Year

CompanyName: Ramsa Electromechanic Inc.

Owner/President Name: Raul Mireles Salinas

Company Address: 207 W. Ryan St.

City, State, Zip Code: Laredo, Texas, 78041

Company Authorized Representative's Signature: 

Company Representative's Name: Raul Mireles Salinas

Signature on this form indicates agreement with "Instructions to Bidder - General Terms and Conditions, pricing and all specifications listed on this document."

CITY OF LAREDO
PURCHASING DIVISION

42.7 Section VII Submersible Pump (Brand KSB).

Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	\$ 38.50	
Field Labor Rate	\$ 42.00	
Diagnostic Shop Labor Rate	\$ 38.50	
Diagnostic Field Labor Rate	\$ 42.00	

Contract pricing is requested on pump and parts.

The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	5%
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	

Repairs will be completed within 30 working days after receipt of order.

Business hours are from 9 A.M. to 6 P.M., 5 days per week.

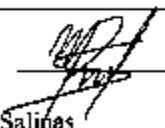
Warranty: One Year

CompanyName: Ramsa Electromechanic Inc.

Owner/President Name: Raul Mircles Salinas

Company Address: 207 W. Ryan St.

City, State, Zip Code: Laredo, Texas, 78041

Company Authorized Representative's Signature: 

Company Representative's Name: Raul Mircles Salinas

Signature on this form indicates agreement with "Instructions to Bidder- General Terms and Conditions, pricing and all specifications listed on this document."

43.0 Tab C- Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from
http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include:

1. Mayor
2. Council Members
3. City Manager
4. Members of the Fire Fighters and Police Officers Civil Service Commission.
5. Members of the Planning and Zoning Commission.
6. Members of the Board of Adjustments
7. Members of the Building Standards Board
8. Parks & Leisure Advisory Committee Member,
9. Historic District Land Board Member,
10. Ethics Commission Board Member,
11. The Board of Commissioners of the Laredo Housing Authority
12. The Executive Director of the Laredo Housing Authority
13. Any other City of Laredo decision making board member

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731

**CITY OF LAREDO
PURCHASING DIVISION**

☐ HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS

Name _____

Signature _____

Date _____

**CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity**

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received _____

1 Name of person who has a business relationship with local governmental entity.

D 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? **D** Yes **D** 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? **D** Yes **D** 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? **D** Yes **D** No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity _____

Date _____

CITY OF LAREDO
PURCHASING DIVISION

44.0 TabD

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}

COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is RAUL MIRELES SALINAS
(a Partner or officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of: [Signature]
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 3rd day of January 2020

[Signature]
Notary Public

My commission expires:

10/22/2023



45.0 Table



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: _____ M.I.: _____ Last: _____ Suffix: _____

a) Contract or project name: _____

Originating department: _____

☐ Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

Names of partner, parent, or subsidiary business entities: _____

☐ Not applicable. No subcontractors will be retained for this contract.

☐ Subcontractors may be retained, but have not been selected at the time of this submission.

List of subcontractors: _____

☐ Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.

List of attorneys, lobbyists, or consultants retained to assist in seeking this contract: _____

CITY OF LAREDO
PURCHASING DIVISION

•f. 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
- any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

0 Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

0 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.

•s. 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?

0 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.

0 I am aware of the following conflict(s) of interest:

• Acknowledgments

☐ **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.

0 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-contact provision shall conclude when the contract is posted as a City of Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

CITY OF LAREDO
PURCHASING DIVISION

•Conflict of Interest Questionnaire (CIQ)

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

DI acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

DI swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your Name: Raul Mireles Salinas Title: President

Company Name or DBA: Raul Mireles Salinas Date: 01/03/2020

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 780-12-0.579

Form provided by Texas Ethics Commission

CITY OF LAREDO
PURCHASING DIVISION

47.0 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 8, 2020; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on January 9, 2020.

Hand-delivered bids are to be submitted in a sealed envelope clearly marked:

**Bid: Pump Repair Services - Water Treatment Division
FY20-025**

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/7/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CUBRIEL INSURANCE AGENCY LLC 6010 McPherson Rd Unit D2 Laredo, TX 78041	CONTRACT NAME: Noa Cubriel, CIC PHONE: (956) 568-5290 FAX: (956) 568-5294 E-MAIL: noa@cubrielinsurance.com ADDRESS: (UPDATED)
INSURED RAMSA ELECTROMECHANIC INC 7305 SAN DARIO # 274 LAREDO, TX 78845	INSURER(S) AFFORDING COVERAGE INSURER A: INDIAN HARBOR INSURANCE INSURER B: PROGRESSIVE INSURER C: SERVICE LLOYDS INSURANCE CO INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NAIC	TYPE OF INSURANCE	ADDITIONAL	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		6000000083-4	5/10/2019	5/10/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOD AGG \$ 1,000,000 F
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		02139164-8	4/2/2019	4/2/2020	COMBINED SINGLE LIMIT (Per occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per occurrence) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in TX) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	SLICWC0051400	8/27/2019	8/27/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

FOR INSURANCE VERIFICATION
PURPOSES ONLY. FOR CERTIFICATES
PLEASE CALL AGENT LISTED ABOVE.

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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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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
RAMSA ELECTROMECHANIC, INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☒ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if line 1 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) **P**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
7305 SAN DARIO #274

6 City, state, and ZIP code
LAREDO, TEXAS, 78045

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

4 5 - 5 3 6 2 0 3 7

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person **[Signature]**

Date **01/03/2020**

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.

RAMSA ELECTROMECHANIC, INC

Electric Motor Repair and Rewinding - Water Pumps

Rafael Mireles S.

Raúl Mireles S.

Carlos Rivas N.

207 W Ryan St. Laredo Texas 78041

Phone: (956) 568-1497.

Cel: (956) 775-3988, (956) 462-9640

#3

BID - FY 20-025

Pump Repair. SUCS

BID 20-025
REC'D CITY OF LAREDO



**CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION**

**PUMP REPAIR SERVICES
WATER TREATMENT DIVISION
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 the Invitation for Bids and other contract provisions, for awarding an annual supply contract for pump repair services for the City of Laredo Water Treatment Division.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, City of Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com/procurement/procurement.asp or <https://cityoflaredo.ionwave.net/Login.aspx>

Hand-delivered bids will be received at the City Secretary Office, 1110 Houston Street, Laredo, Texas 78041 until 5:00 P.M. on January 8, 2020; and all bids received will be opened at the City Secretary Office on January 9, 2020.

Hand-delivered bids are to be submitted in a sealed envelope clearly marked:

**Bid: Pump Repair Services – Water Treatment Division
FY20-025**

Bids can be downloaded and submitted through Cit-E-Bid:

<https://cityoflaredo.ionwave.net/Login.aspx>

Hand Delivered:

City of Laredo –
C/O Jose A. Valdez
City Hall – Third
1110 Houston Str
Laredo, Texas 78041

The City of Laredo reserves the right to reject any and all bids, and to waive any technicalities.

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.
- (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum.
- (d) Proposed delivery time must be shown and shall include Sundays and holidays
- (e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
- (f) **The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.**

2.0 DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

- (a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.
- (b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040.
- (c) Bids forms can be downloaded and printed through Cit-E-Bid. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.
- (d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
- (e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:

- (a) Bidder misstates or conceals any material fact in the bid.
- (b) Bid does not strictly conform to the law or the requirements of the bid.
- (c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
- (e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract.

**CITY OF LAREDO
PURCHASING DIVISION**

A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

- (f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven calendar days prior to the scheduled bid deadline a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum may be e-mailed or obtained online at the City of Laredo website for bids. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

- (a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
- (b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
- (c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
- (d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

- (a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
- (b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

- a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated.

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The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services.

Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall be bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

- (a) This contract will be awarded to multiple bidders 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. There will be one primary and two secondary vendors.
- (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
- (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
- (d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
- (e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
- (f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
- (g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
 - 1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
 - 2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
 - 3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

- (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
- (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
- (d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.
- (e) For any inquiries on payment status or general billing questions please contact:

**CITY OF LAREDO
PURCHASING DIVISION**

Jorge J. Jolly, Accounts Payable Manager
956-791-7328
jjolly@ci.laredo.tx.us
1110 Houston St. Laredo, TX 78040

12.0 INSURANCE REQUIREMENTS

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

- (a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.
- (b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
- (c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
- (d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- (e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.
- (f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
 1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
 2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
 3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
 4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
 5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty-(60) days' notice prior to cancellation or non-renewal of the insurance.
 6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
 7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
 8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
 9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.
- (g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
 1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
 2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
- (h) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

13.0 CONTRACT REQUIREMENTS

CITY OF LAREDO
PURCHASING DIVISION

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

13.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this bid for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) ****Upon Award of Bid Only****

13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure:

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached) ****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/tcc/1295-Info.htm>.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

**CITY OF LAREDO
PURCHASING DIVISION**

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

CITY OF LAREDO
PURCHASING DIVISION

**Formal Invitation for Bids
Pump Repair Services
Water Treatment Division**

15.0 Scope of Work

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding an annual supply and service contract for pump repair services for the City of Laredo Water Division. Copies of the bid specifications may be obtained from the Finance Department - Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

16.0 Point of Contact

Sealed bids, subject to the terms and conditions of this Invitation for Bids and the accompanying schedule, such other contract provisions, specifications, and other data as are attached.

Department point of contact: Tony Moreno (956) 795-2620 or by email tmoreno@ci.laredo.tx.us

- 16.1 All questions for this bid shall be submitted through Cit-E-Bid no later than, December 20, 2019 to:
Enrique Aldape III
Purchasing Division
5512 Thomas Ave.
Laredo, TX, 78041
ealdape@ci.laredo.tx.us

17.0 General Requirements

The City of Laredo is requesting bid pricing from qualified vendors for awarding an annual contract for pump repairs to include water plants, wastewater plants, booster stations, and lift stations. The prices quoted are to be fixed prices for the work and shall include all labor and/or material costs, overhead, profit, quality assurance, transportation for pickup/delivery, shop or field tests, as well as any and all inspections required by good industry practice to ensure that the work complies with the terms and conditions of this bid. No additional charges will be allowed without City approval. Upon inspection the contractor is required to notify City of Laredo of any parts that may fail under normal conditions. It is understood that complete rebuilding may not be required for all repairs; however, parts that are damaged during normal disassembly are considered to be pertinent.

- 17.1 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 Service Requirements

- 18.1 On regular business hours, work shall be performed between 6:00 AM to 6:00 PM, Monday through Friday excluding City holidays. On Saturday, Sunday, & holidays, work shall be performed as per Utilities Department personnel.

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- 18.2 When vendors cannot abide by the terms and conditions in fulfilling their contract, the City reserves the right to purchase contract materials on the open market and charge the contract vendor the price difference.
- 18.3 When contractor cannot abide by the terms and conditions in fulfilling the contract, the City of Laredo reserves the right to secure services from other sources.
- 18.4 Authorization for work will be in the form of a written City of Laredo Purchase Order sent via e-mail.
- 18.5 An annual contract purchase order will be issued for each City agency authorized to place orders against this annual contract. The contract purchase order will not list individual items or prices. Vendor must have the contract purchase order before providing any service.
- 18.6 All invoices must be submitted in duplicate and show each purchase order number. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any) and labor rates. All items must show unit prices or otherwise specified. If prices are based on discounts from list, then the list prices, the "plus" in terms of percentage, and net unit prices, extensions and net total prices must be shown.
- 18.7 Revision of Manufacturer's price list(s): The bid will be based on manufacturer's latest dated price list (s). Said price list(s) must denote the manufacturer, latest effective date and price schedule. It is agreed that any published price list(s) may be superseded or replaced during the contract period only if the manufacturer for industry wide use publishes such list(s).
- 18.8 All subject price lists should be submitted with this bid and shall become a part hereof. However, if in the opinion of the City Purchasing Agent, it is impractical for bidder to include published price lists as part of this bid and to furnish any price lists and/or written changes as required herein, bidder shall permit the Purchasing Agent or his authorized representatives to inspect the pertinent published price lists and/or written changes in the office of the bidder or at any other location approved by both parties. However, if the City Purchasing Agent approves said price list(s) other than the manufacturer's price list(s), said price list(s) must denote the company name, effective date and price schedule. It is agreed that any price list provided other than the manufacturers may not be superseded or replaced during the contract period.
- 18.9 All parts and services provided must be equal to or better than the original part and service.
- 18.10 Bids for parts exceeding the suggested OEM retail price will be rejected.
- 19.0 General Repair Specifications**
The following describes the basic requirements for the pump repairs. The scope of work described in this document includes, but not limited to, inspection services and post repair field testing. To be considered, the Contractor must provide pricing for each service listed.
- 19.1 City of Laredo will identify equipment by station name, pump model number and serial number. The Contractor shall maintain same pump nomenclature in all invoices and correspondences

20.0 Equipment

Below is the list of the equipment but not limited to various stations.

<u>Item</u>	<u>Pump Type</u>	<u>Brand</u>	<u>GPM</u>	<u>TDH</u>	<u>HP</u>	<u>RPM</u>
#1	Horizontal Split Case	Fairbanks	3000	100	100	1180
#2	Horizontal Split Case	Peerless	3800	320	400	1770
#3	Horizontal Split Case	Paco	650	240	60	3550
#4	Submersible	Fairbanks	10500	80	300	720
#5	Vertical Turbine	Fairbanks	10500	185	600	800
#6	Vertical Shaft	Peerless	300	300	65	3540
#7	Submersible	KSB	8333	83	250	1191

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- 20.1 **Material Allowance: \$100,000.00**
The materials mark-up required to complete the pump repairs on COL pumps. A 15% mark-up will be used based on supplier invoice. Contractor must submit original invoice as backup to the monthly billing.
- 21.0 **Repair Services**
- 21.1 Repair of centrifugal horizontal split case, submersible, and vertical turbine pumps.
- 21.2 Specialty shop services consisting of the fabrication and machining of parts. Also, the assemblies, machine work associated with pump repairs, and transportation for pickup/delivery.
- 21.3 Field support and technical services related to the removal, re-installation, and troubleshooting of the various pump systems.
- 22.0 **Invoice**
Contractor invoice for payment for Work performed must follow instructions set down by the City of Laredo. The following instructions are minimal requirements and can be changed on the City of Laredo accounting needs.
- 22.1 The invoice must contain the following information:
- 22.1.1 (1) Purchase Order number
- 22.1.2 (2) Pump Station name, model and serial numbers
- 22.1.3 (3) Invoice number
- 22.1.4 (4) Invoice Date
- 22.1.5 (5) Description of service
- 22.1.6 (6) Bill of materials
- 22.1.7 (7) Invoice total
- 22.1.8 (8) Contractor's name and address
- 22.1.9 (9) Contractor's contact with phone number and e-mail address.
- 22.2 All materials or parts shall be of equal or better quality than original.
- 22.3 The Contractor's facility may be subject to inspection at any time by City of Laredo.
- 23.0 **Warranty**
A minimum of twelve (12) month warranty period from the date that City of Laredo accepts equipment shall be provided for all repairs including original equipment manufacturer (OEM) or remanufactured parts. Acceptance occurs after a successful installation and startup. If a failure occurs due to a defect in workmanship and/or materials, the warranty shall re-new at startup so that a full twelve (12) months of warranty is possible. The warranty period shall cover all defects in workmanship and/or materials.
- 23.1 The Contractor is responsible for all costs to pick up, repair, and deliver any warranty-repaired parts or equipment back to City of Laredo. Service calls during the warranty period shall also be at no charge, unless the problem does not pertain to a defect in workmanship and/or material.

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- 23.2 The Contractor must make arrangements to pick up the warranted equipment with five (5) working days after notification, and return them to the City within fourteen (14) working days after receipt and installation of all parts necessary to perform the repair.
- 24.0 Shipment**
Shipment preparations shall include the following:
- 24.1 Contractor shall ship the equipment empty (free of lubricants) but shall tag all lubrication points on equipment to indicate that lubricant must be added prior to running equipment.
- 24.2 Unprotected metal surfaces shall be protected against corrosion. Pump and components shall be secured and supported to prevent damage during shipping.
- 24.3 All pump openings shall be covered adequately to protect pump during shipment.
- 24.4 All equipment shall be shipped FOB destination. City of Laredo may refuse to unload or accept equipment damaged in transit.
- 24.5 Contractor shall be liable for all return shipping costs resulting from damages in transit and is solely responsible for pursuing all damage claims from transport service provider.
- 24.6 City of Laredo reserves the right to inspect pump at any time during the course of the repair. City of Laredo reserves the right to audit Contractor's project costs at any time during contract duration.
- 24.7 City of Laredo equipment in Contractor's possession must be properly stored and secured at all times; loading/unloading must be done by Contractor's personnel.
- 24.8 Overtime hours for labor must be authorized by City of Laredo prior to commencement.
- 24.9 The Contractor shall be responsible for all repairs requiring machine shop capabilities. If a subcontractor is to be used, the Contractor shall identify this need in the repair estimate to City of Laredo.
- 25.0 Documentation**
- 25.1 For each repair the Contractor shall provide a price estimate, categorized by parts/components replacement and/or machining/fabrication needs and labor.
- 25.2 If the existing pump nameplate is illegible, a new nameplate shall be supplied. Nameplates shall be made of corrosion resistant metal and have stamped or engraved lettering.
- 25.3 If pump, motor, or its components have been modified from their original hydraulic configuration, a new nameplate shall be supplied and a new curve shall be developed to accurately reflect the new hydraulic conditions. Nameplates shall be made of corrosion resistant metal and have stamped or engraved lettering, and shall include the following information:
- 25.3.1 Equipment
- 25.3.2 Model and Serial Numbers
- 25.3.3 Manufacturer
- 25.3.4 GPM/Head
- 25.3.5 HP
- 25.3.6 Impeller Diameter

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25.3.7 RPM

25.3.8 Date

26.0 Service Specifications

- 26.1 Replacement components shall be fabricated to the original design unless specified by City of Laredo. Components shall be checked for concentricity and trueness. Modifications to components or materials shall not be proposed that would decrease a pump's performance, thermal or mechanical durability, or negatively impact the pump operation.
- 26.2 Contractor may be required to fabricate custom parts not readily available from the original manufacturer; however, City of Laredo prefers OEM parts.
- 26.3 Contractor shall clean associated lubrication systems and cover all exposed piping, cavities or reservoirs with plastic and tape or other alternative effective measures to prevent moisture and contaminants from entering the system during storage and transport.
- 26.4 During re-assembly, Contractor shall coat fastener threads with a durable anti-corrosion/anti-seize compound unless otherwise specified by City of Laredo.
- 26.5 Contractor may use high-pressure water to clean surfaces in preparation for inspection. Contractor shall contact City of Laredo prior to using other blast media.

27.0 Pump Tear Down Inspection and Quote

- 27.1 Contractor shall inspect and measure bearings, oil rings and housings. If pump or motor shaft journals or thrust pads are found to be outside allowable tolerances, Contractor shall notify City of Laredo in a timely manner via telephone or email, so repair decisions can be made.
- 27.2 When directed by City of Laredo, on Vertical Turbine Pumps, the Contractor shall perform non-destructive (ultrasonic, magnetic-particle, liquid-penetrant, radiographic, or eddy-current) testing on the connection point between the top bowl and the flange attaching it to the pump column.
- 27.3 Contractor shall provide teardown and inspection reports for pump repairs within 5-10 working days after receipt of equipment. An estimate for repair shall follow within 5 working days after that. (Pricing estimates shall utilize the pricing in Contractor's price sheet for labor and material.) Repairs shall be completed within 10-15 working days after receipt of the Purchase Order, and after the receipt and installation of all parts required to perform the repair.
- 27.4 Contractor shall provide projected completion and delivery dates with each repair estimate.

28.0 Pump & Motor Repairs

- 28.1 All repairs shall be made to current pump nameplate conditions and this specification. Alternative quotations for efficiency, other improvements, or for alternative fabrication methods require City of Laredo approval.
- 28.2 General machine work and or repair shall consist, but is not limited to balancing, welding, straightening, grinding, custom part manufacturing, shaft rebuilding and fabrication, sand blasting of pump/motor, and coating.
- 28.3 Typical repairs consist of rebuilding or replacing damaged parts like shafts, impellers, wear rings, shaft sleeves, housings, bearings, mechanical seals, packing stuffing boxes, packing, etc.

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- 28.4 After repairs, the pump unit shall be repainted to manufacturer's recommendation and specifications, in a color approved by City of Laredo. If manufacturer recommendations are not available, interior and exterior ferrous and cast iron parts shall be coated using an NSF 60 certified Fusion Bonded Epoxy coating, 3M Scotchkote, TNE MEC Series 140 PotaPox potable water epoxy, or similar product approved by City of Laredo.
- 28.5 Pump balancing, assembly, and application of coating for impeller shall be completed in accordance with manufacturer recommendations or City of Laredo specifications when manufacturer recommendations are not available.
- 28.6 Mechanical seals and stuffing boxes shall be repaired or fabricated to the original design with same type material and to original clearances unless otherwise specified by City of Laredo.
- 28.7 Contractor shall replace all miscellaneous rusted hardware such as nuts, bolts and washers or other fasteners with like materials, compatible with equipment service conditions. If upgrades to fastener materials are warranted, the Contractor shall determine the strength requirements of the fasteners, and verify that the new material is sufficiently strong with an adequate safety factor. Contractor shall remove all broken bolts and chase the threads in the components.
- 28.8 Contractor shall repair bearings, and bearing housing to original concentric fits and dimensions. If bearing housing recasting is required, Contractor shall notify City of Laredo in a timely manner. The Contractor shall also mark the bearing recommended lubrication level on the pump housing.
- 28.9 Contractor shall replace oil rings and seals with same type unless alternate design is approved by City of Laredo.
- 28.10 For babbitt bearings, the Proposer shall verify proper bonding of babbitt to the backing material using ultrasonic thickness (UT) or other acceptable industry standard test. Babbitt bearings shall be repaired or replaced with same type material. Babbitt bearing repair using over spray or pooling will not be accepted.
- 28.11 Dynamic Balancing:
- 28.11.1 Unless other balancing criteria is specified by City of Laredo, the impellers and rotating elements shall be dynamically balanced to an *ANSI S-2.19 / ISO 1940-1986* Balance Quality Grade G2.5 or better.
- 28.11.2 Balance reports shall include the initial data entered to determine tolerances for initial balance point, as well as the final "as assembled" tolerance.
- 28.11.3 If adding weight is approved by City of Laredo as a method for balancing rotating elements, balanced weight shall be placed out of the flow stream and tapered to minimize potential for damage or cavitation.
- 28.12 The scope of work shall include the rebuilding, repairing, and overhauling of vertical submersible pumps with respective motor, horizontal split case, vertical overhung bearing, and vertical turbine pumps.
- 28.13 Repairs shall include, but are not limited to: problem diagnosis, disassembling, replacing wear ring clearance, sleeves, bearings, seals, gaskets, O-rings, varnish, perform pressure impregnation (VPI), rewind stator, reassembly, check tolerance, blast, re-paint, re-oil, and test.
- 29.0 Field & Technical Support Services**
- 29.1 Contractor must be able to provide field and technical support. Support personnel should:
- 29.1.1 Should be qualified and knowledgeable to witness in-service performance and/or acceptance testing.

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29.1.2 Should be qualified and knowledgeable to support troubleshooting, resolve warranty issues, and respond to requests for technical information.

29.1.3 Be qualified to assist in pump installation and operation.

30.0 Job Completion

Job completion time for typical repairs under the terms and conditions of this contract are _____ days from date of job order.

Bidder's business hours: From: _____ a.m. to _____ p.m.

Days of week: _____

31.0 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.

32.0 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

33.0 Term of Contract

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents.

The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

34.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded to multiple bidders based on **Best Value** and the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas - Local Government Code. There will be one primary and two secondary vendors.

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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.

34.1 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.

35.0 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.

- 35.1 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	Weighted %
I	Contractor's Profile, Qualifications, Experience & Location	30%
II	Pricing & Discount	50%
III	The bidder's past relationship with the City of Laredo	20%
	Total	100%

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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)

Sections	Criteria	0-10 Points	Weighted %	Points x Weight
I	Contractor's Profile, Qualifications, Experience & Location (39.1)	8	30%	2.4
II	Pricing & Discount (42.0)	6	50%	3.0
III	The bidder's past relationship with the City of Laredo (39.2)	6	20%	1.2
Total Raw Point				6.6
Total Raw Point x 10 (True Evaluation Points)				66
Evaluation Score				66

39.0 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.**

39.1 Tab A - Overview of Company

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, experience, and location.

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Bidders are encouraged to answer and/or to attach any information that may assist in verifying their ability to perform this contract. Do not make an assumption that the city will be familiar with your work.

1. Number of people employed: _____
2. Average years of experience of current employees: _____
3. Total number of certified technicians: _____
4. Providers will be required to submit itemized invoices detailing the cost per part, the number of labor hours and hourly rates per service. Will you be able to provide itemized invoices for reimbursement? Yes _____ No _____
5. What software or labor rate manual do you use to determine industry standard hours to make repairs?

- 39.2 The successful Contractor shall have machine shop capabilities to repair pump parts in house and have a minimum of five (5) years experience in the repairing of pumps as mentioned on proposal.

Job Repair Pump Projects

Contact (Name & Phone#)

- 1) _____
- 2) _____
- 3) _____

40.0 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**

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41.0 **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

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Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No.

Is any litigation pending against the Business? Yes / No.

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No.
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No.

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No.

Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No.

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify _____

This company is not a certified minority business: ☐

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

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42.0 Tab B Price Schedule

42.1 Section I: Horizontal Split Cast (Brand Fairbanks).
Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	\$	
Field Labor Rate	\$	
Diagnostic Shop Labor Rate	\$	
Diagnostic Field Labor Rate	\$	

Contract pricing is requested on pump and parts.

The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	_____ %
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	

Repairs will be completed within _____ working days after receipt of order.

Business hours are from _____ A.M. to _____ P.M., _____ days per week.

Warranty: _____

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."

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42.2 Section II Horizontal Split Cast (Brand Peerless).

Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	\$	
Field Labor Rate	\$	
Diagnostic Shop Labor Rate	\$	
Diagnostic Field Labor Rate	\$	

Contract pricing is requested on pump and parts.

The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	_____ %
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	

Repairs will be completed within _____ working days after receipt of order.

Business hours are from _____ A.M. to _____ P.M., _____ days per week.

Warranty: _____

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

- 42.3 Section III Horizontal Split Cast (Brand Paco).
Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	\$	
Field Labor Rate	\$	
Diagnostic Shop Labor Rate	\$	
Diagnostic Field Labor Rate	\$	

Contract pricing is requested on pump and parts.

The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	_____ %
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	

Repairs will be completed within _____ working days after receipt of order.

Business hours are from _____ A.M. to _____ P.M., _____ days per week.

Warranty: _____

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

- 42.4 Section IV Submersible Pump (Brand Fairbanks).
Contract pricing is requested on the service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	\$	
Field Labor Rate	\$	
Diagnostic Shop Labor Rate	\$	
Diagnostic Field Labor Rate	\$	

Contract pricing is requested on pump and parts.
The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	_____ %
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	

Repairs will be completed within _____ working days after receipt of order.

Business hours are from _____ A.M. to _____ P.M., _____ days per week.

Warranty: _____

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

- 42.5 Section V Vertical Turbine (Brand Fairbanks).
Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	\$	
Field Labor Rate	\$	
Diagnostic Shop Labor Rate	\$	
Diagnostic Field Labor Rate	\$	

Contract pricing is requested on pump and parts.
The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	_____ %
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	

Repairs will be completed within _____ working days after receipt of order.

Business hours are from _____ A.M. to _____ P.M., _____ days per week.

Warranty: _____

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

- 42.6 Section VI Vertical Shaft (Brand Peerless).
Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	\$	
Field Labor Rate	\$	
Diagnostic Shop Labor Rate	\$	
Diagnostic Field Labor Rate	\$	

Contract pricing is requested on pump and parts.
The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	_____ %
Product identification (Mfr.)	_____
Type price schedule (dealer, jobber, etc.)	_____
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	_____

Repairs will be completed within _____ working days after receipt of order.

Business hours are from _____ A.M. to _____ P.M., _____ days per week.

Warranty: _____

Company Name: _____

Owner/President Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Authorized Representative's Signature: _____

Company Representative's Name: _____

Signature on this form indicates agreement with "Instructions to Bidder -- General Terms and Conditions, pricing and all specifications listed on this document."

**CITY OF LAREDO
PURCHASING DIVISION**

- 42.7 Section VII Submersible Pump (Brand KSB).
Contract pricing is requested on service.

	Labor Rate/Hour	Comments
Standard Shop Labor Rate	\$	
Field Labor Rate	\$	
Diagnostic Shop Labor Rate	\$	
Diagnostic Field Labor Rate	\$	

Contract pricing is requested on pump and parts.

The City reserves the right to supply parts. If parts are requested, aftermarket parts may be acceptable on a case by case basis.

Percent of discount offered	_____ %
Product identification (Mfr.)	
Type price schedule (dealer, jobber, etc.)	
Price schedule column on which discount is based (i.e. distributor, net, wholesale)	

Repairs will be completed within _____ working days after receipt of order.

Business hours are from _____ A.M. to _____ P.M., _____ days per week.

Warranty: _____

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."

43.0 Tah C- Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040**, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731

CITY OF LAREDO
PURCHASING DIVISION

☐ HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Name _____

Signature _____

Date _____

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received _____

1 Name of person who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

Date

CITY OF LAREDO
PURCHASING DIVISION

44.0 **Tab D**

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is _____
(a Partner or officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this _____ day of _____ 20_____.

Notary Public

My commission expires:

45.0 **Tab E**



City of Laredo Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 of the City's Ethics Code.

*This is a ☐ New Submission or ☐ Correction or ☐ Update to previous submission.

***1. Name of person submitting this disclosure form.**

First: _____ M.I. _____ Last: _____ Suffix: _____

***2. Contract Information**

a) Contract or project name: _____

b) Originating department: _____

***3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).**

***4. List any business entity(ies) that is a partner, parent, or subsidiary business entity(ies) of the individual or entity listed in Question 3.**

☐ Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

☐ Names of partner, parent, or subsidiary business entities: _____

***5. List any individuals or entities that will be subcontractors on this contract.**

☐ Not applicable. No subcontractors will be retained for this contract.

☐ Subcontractors may be retained, but have not been selected at the time of this submission.

☐ List of subcontractors: _____

***6. List any attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.**

☐ Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.

☐ List of attorneys, lobbyists, or consultants retained to assist in seeking this contract: _____

**CITY OF LAREDO
PURCHASING DIVISION**

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council any candidate for City Council, or to any political action committee that contributes to City Council elections:

- a) any individual seeking contract with the city (Question 3)
- b) any owner or officer of entity seeking contract with the city (Question 3)
- c) any individual or owner or officer of any entity listed above as a partner, parent, or subsidiary business (Question 4)
- d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
- e) the spouse of any individual listed in response to (a) through (d) above
- f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☐ Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

☐ List of contributors:

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 90 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest.**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/ commission member that has not or will not be raised by these city officials?

☐ I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflict(s) of interest:

***Acknowledgements**

☐ Updates Required

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than 5 business days after any changes has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 90 calendar days after contract has been awarded.

☐ No Contact with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

**CITY OF LAREDO
PURCHASING DIVISION**

***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

☐ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

☐ I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your Name: _____ Title: _____

Company Name or DBA: _____ Date: _____

Please fill this form out online, print and completed form and submit with
proposal to originating department. All questions must be answered.

If necessary to mail, sent to:

City of Laredo

P.O. Box 579

Laredo, Texas 78042-0579

**CITY OF LAREDO
PURCHASING DIVISION**

46.0 **Tab F**

CERTIFICATE OF INTERESTED PARTIES			FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.				
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.				
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.				
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		
		Controlling	Intermediary	
5 Check only if there is NO Interested Party. <input type="checkbox"/>				
6 AFFIDAVIT				
I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.				
_____ Signature of authorized agent of contracting business entity				
AFFIX NOTARY STAMP / SEAL ABOVE				
Sworn to and subscribed before me, by the said _____ this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.				
_____ Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath				
ADD ADDITIONAL PAGES AS NECESSARY				

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Adopted 10/5/2015

CITY OF LAREDO
PURCHASING DIVISION

47.0 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 8, 2020; and all bids received will be opened and read publicly at 3:00 PM at the Office of the City Secretary on January 9, 2020.

Hand-delivered bids are to be submitted in a sealed envelope clearly marked:

**Bid: Pump Repair Services – Water Treatment Division
FY20-025**

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

Pump Repairs Services -Utilities Department

FY20-025

		Gutierrez Machine Shop	Laredo Mechanical	RAMSA	Smith Pumps	New Water Enterprise
Contractor Profile	30					
Qualifications	15	15	15	10	15	14
Experienced	10	10	10	8	10	10
Location	5	5	5	5	3	3
Pricing	50	35	45	48	25	20
Past Relationship	20	20	20	5	19	5
Total Score	100	85	95	76	72	52

NAME: **Evaluator# 1**
 Date: 2/26/2020

		Gutierrez Machine Shop	Laredo Mechanical	RAMSA	Smith Pumps	New Water Enterprise
Contractor Profile	30					
Qualifications	15	14	14	14	15	10
Experienced	10	10	10	9	10	7
Location	5	5	5	5	2	2
Pricing	50	35	45	40	40	25
Past Relationship	20	20	20	10	15	5
Total Score	100	84	94	78	82	49

NAME: **Evaluator# 2**
 Date: 3/2/2020

Final Evaluation Scores

	Laredo Mechanical	Gutierrez Machine	RAMSA
	Evaluation Scores	Evaluation Scores	Evaluation Scores
Evaluator: 1	95	85	76
Evaluator: 2	94	84	78
Final Scores	94.5	84.5	77.0

Final Evaluation Scores

	Smith Pumps	New Water Enterprises
	Evaluation Scores	Evaluation Scores
Evaluator: 1	72	52
Evaluator: 2	82	49
Final Scores	77.0	50.5

City Council-Regular

Meeting Date: 04/06/2020

Initiated By: Robert A. Eads, Co-Interim City Manager

Staff Source: Riazul I. Mia, P.E., Utilities Department Director, Miguel A. Pecador, Purchasing Agent

SUBJECT

Consideration to award supply contract number FY20-045 to the low bidder Core and Main, St. Louis, Missouri in an amount of up to \$800,000.00 for the purchase of mechanical joint fittings, cast iron meter boxes, brass and galvanized fittings, and full circle repair clamps for the Utilities Department. The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. This contract has three extension periods. These materials are purchased on an as needed basis by the Utilities Department- Water Operations for construction and repair projects. Funding is available in the Water Works Fund.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The City received four (4) bids through Cit-E-Bid for awarding a contract for providing the Utilities Department with mechanical joint fittings, cast iron meter boxes, brass and galvanized fittings, and full circle repair clamps for a twelve-month period. Staff is recommending that this contract be awarded to the low bidder Core and Main.

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for five, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City

Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

Pricing Summary:

	MJ Retainer Glands		Plastic Cast Iron Boxes
Vendor	Section I Totals	Vendor	Section II Totals
Core and Main	\$ 89,651.50	Core and Main	\$ 397,514.50
Ferguson Waterworks	\$ 95,016.00	Aguaworks Pipe & Supply	\$ 427,586.50
Aguaworks Pipe & Supply	\$ 98,278.25	Ferguson Waterworks	\$ 438,551.50
Fastserve Supply	No Bid	Fastserve Supply	No Bid

	Brass & Galvanized Fittings		Full Circle Repair Clamps
Vendor	Section III Totals	Vendor	Section IV Totals
Fastserve Supply	\$ 11,170.40** Incomplete	Core and Main	\$ 208,868.19
Core and Main	\$ 35,160.00	Ferguson Waterworks	\$ 233,259.81
Aguaworks Pipe & Supply	\$ 40,009.35	Aguaworks Pipe & Supply	No Bid
Ferguson Waterworks	\$ 40,678.45	Fastserve Supply	No Bid

A complete bid tabulation is attached.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

It is recommended that this contract be approved.

Fiscal Impact

Fiscal Year: 2020
Budgeted Y/N?: Yes

Source of Funds:

Account #:

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 FY20-045

FY20-045 Contract

					fastserv supply		Aguaworks Pipe & Supply, LLC		Core and Main		FERGUSON WATERWORKS	
					Total Price	\$11,170.40	Total Price	\$581,461.30	Total Price	\$731,194.19	Total Price	\$807,505.76
Line #	Description	QTY	UOM	Estimated	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Section I -MJ Retainer Glands NOTE: All bolts, nuts and restraining rods shall be 316 Stainless Steel	1	PKG				\$98,278.25	\$98,278.25	\$89,651.50	\$89,651.50	\$95,016.00	\$95,016.00
1.1	6" M.J. Retainer gland w/access.	50	Each		No Bid		\$96.76		\$91.42		\$95.31	
1.2	8" M.J. Retainer gland w/access.	50	Each		No Bid		\$112.87		\$106.65		\$111.19	
1.3	12" M.J. Retainer gland w/access.	50	Each		No Bid		\$181.84		\$171.81		\$179.12	
1.4	16" M.J. Retainer gland w/access.	50	Each		No Bid		\$296.73		\$280.36		\$292.29	
1.5	6" M.J. Retainer joint for C900-16 PVC pipe w/ access	100	Each		No Bid		\$109.58		\$97.24		\$103.58	
1.6	8" M.J. Retainer joint for C900-16 PVC pipe w/ access	100	Each		No Bid		\$129.36		\$114.79		\$122.28	
1.7	12 Retainer for C900-16 w/ access	50	Each				\$203.98		\$180.99		\$192.80	
1.8	16 Retainer for C900-16 w/ access	50	Each				\$364.16		\$323.13		\$344.20	
1.9	8 Bell Restraint Harness for C900-16 PVC	25	Each				\$157.12		\$145.76		\$158.72	
1.10	12 Bell Restraint Harness for C900-16 PVC	25	Each				\$305.57		\$283.46		\$308.66	
2	Section II - Plastic Cast Iron Meter Boxes, Plastic Meter Boxes	1	PKG				\$427,586.50	\$427,586.50	\$397,514.50	\$397,514.50	\$438,551.50	\$438,551.50
2.1	Polymer Plastic Meter Box 11"x17"x10" w/ Blue Lid/Knock out AMR Hole/Rebar/ Laredo Logo DFW1017-10-3EF 6450 LAR as per 27.3	1000	Each				\$52.39		\$45.78		\$51.78	
2.2	Large Plastic Meter Box with Blue Cover 19"x25"x12" w/ 2 AMR holes DFW1600.12.3T2	150	Each				\$31.81		\$29.59		\$32.73	
2.3	Polymer Plastic Blue Lid Only 26"x16" w/ two molded recessed knock out AMR holes DFW4241-3F2 6450-LID	800	Each				\$86.89		\$81.24		\$95.12	
2.4	Large Polymer Plastic Meter Box 13"x24"x12" Black Polymer Box w/ Blue Overlay/ two recessed knock out AMR holes DFW1324C-12-3OF2 6450 as per 27.3	500	Each				\$248.49		\$231.19		\$255.65	
2.5	Polymer Plastic Blue Lid only- Round- 12-1/2 Dia w/ recessed knock out AMR hole DFW18AMR-3QF 6450-LID	50	Each				\$22.64		\$21.67		\$25.37	
2.6	1" x 5 1/4" valve box riser with lid	500	Each				\$10.06		\$19.87		\$10.11	
2.7	2 1/4" x 5 1/4" valve box riser with lid	500	Each				\$18.59		\$27.19		\$18.70	
2.8	18 "x 24" adj. Valve box #461-s with lid	300	Each				\$89.84		\$77.54		\$91.00	
2.9	24"x 36" adj. Valve box #562-s with lid	300	Each				\$117.52		\$103.89		\$118.50	
2.10	Blue polymer Plastic Oval Lid Only (for 1017) w/Rebar/ Knock Out AMR Hole/ Laredo Logo DFW1017-3EF 6450 LAR-LID as per 27.3	3000	Each				\$23.70		\$20.71		\$23.42	
2.11	Polymer Plastic Blue Lid only (for 1600) w/ two molded recessed knock out AMR holes DFW1600E-3F2 6450-LID	150	Each				\$28.74		\$27.50		\$32.20	
2.12	Large Plastic Meter Box Only 19x25x12 DFW1600.12.Body	150	Each				\$19.91		\$18.19		\$21.30	
2.13	Polymer Plastic Meter box 11"x17"x10" only no lid DFW1017-10-BODY	300	Each				\$28.69		\$25.07		\$28.36	
2.14	Polymer Plastic box for air release valves DFW38CNP-J26-AF1MS ARV	50	Each				\$239.97		\$223.24		\$252.49	
3	Section III - Brass and Galvanized Fittings Specification: National Standard Pipe Thread. Brass to be lead free and conform to AWWA requirements for potable water.	1	PKG		\$11,170.40	\$11,170.40	\$40,009.55	\$40,009.55	\$35,160.00	\$35,160.00	\$40,678.45	\$40,678.45
3.1	1" x 1"/std. Brass Bushing	5	Each				\$2.53		\$6.86		\$2.03	
3.2	1" x 3/4" std. Brass Bushing	150	Each		\$5.05		\$7.39		\$6.86		\$6.23	
3.3	2" x 1" std. Brass Bushing	30	Each		\$19.44		\$22.10		\$20.50		\$19.91	
3.4	3/4" Brass coupling	150	Each		\$5.23		\$7.08		\$6.58		\$6.38	
3.5	1" Brass coupling	50	Each		\$7.58		\$11.87		\$11.22		\$10.53	
3.6	2" Brass coupling	50	Each		\$26.55		\$42.61		\$40.26		\$39.10	
3.7	3/4" Brass 90 ELL	200	Each		No Bid		\$8.07		\$7.49		\$7.44	
3.8	1" Brass 90 ELL	100	Each		No Bid		\$13.12		\$12.18		\$11.83	
3.9	2"Brass 90 ELL	75	Each		No Bid		\$42.36		\$39.30		\$36.49	
3.10	3/4" Brass closed nipple	100	Each		\$5.64		\$1.76		\$1.67		\$1.32	
3.11	3/4" x 6" Brass nipple	100	Each		\$16.06		\$5.66		\$5.35		\$4.18	
3.12	X 3" Brass nipple	75	Each		\$8.44		\$2.97		\$2.81		\$2.25	
3.13	X 4 Brass nipple	100	Each		\$8.06		\$3.95		\$3.67		\$2.86	
3.14	X 6 Brass nipple	100	Each		\$16.06		\$5.66		\$5.35		\$4.28	
3.15	X 8 Brass nipple	75	Each				\$7.47		\$7.07		\$5.64	

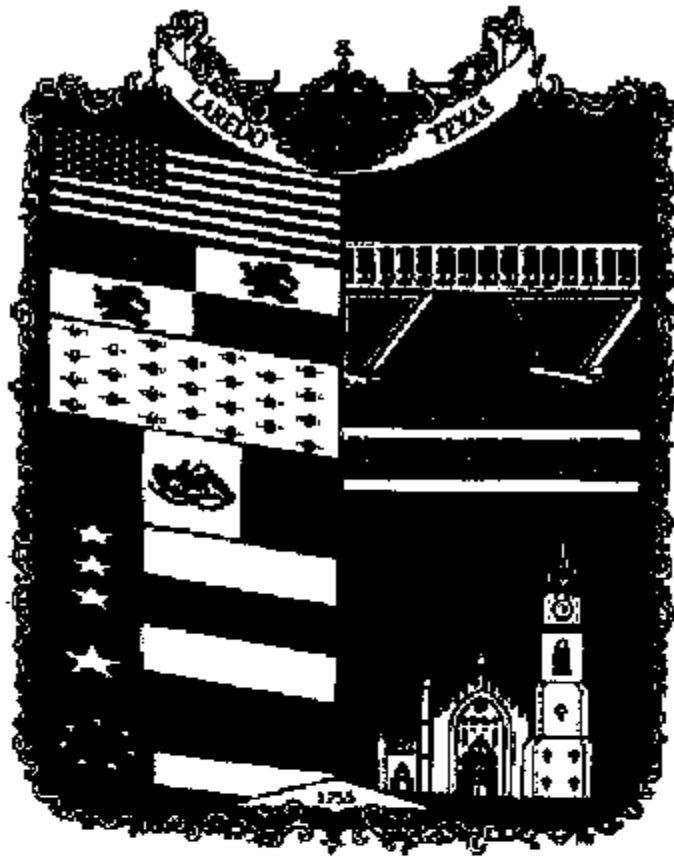
3.16	X 10 Brass nipple	30	Each	\$14.80		\$8.87	\$8.62	<u>\$6.65</u>	
3.17	X 12 Brass nipple	50	Each			\$10.55	\$10.26	<u>\$7.92</u>	
3.18	1" Brass closed nipple	25	Each	\$7.40		\$2.53	\$2.46	<u>\$2.03</u>	
3.19	1 X 6 Brass nipple	25	Each	\$17.20		\$8.04	\$7.81	<u>\$6.16</u>	
3.20	1 x 3 Brass nipple	10	Each	\$15.72		\$7.21	\$7.15	<u>\$5.71</u>	
3.21	1 X 8 Brass nipple	5	Each			\$18.43	\$18.26	<u>\$14.40</u>	
3.22	1 X 12 Brass nipple	10	Each			\$27.23	\$26.98	<u>\$21.29</u>	
3.23	2" Brass closed nipple	25	Each	\$16.15		\$7.56	\$7.35	<u>\$5.67</u>	
3.24	2 X 3 Brass nipple	25	Each	\$20.15		\$9.42	\$9.16	<u>\$7.30</u>	
3.25	2 x 6 Brass Nipple	50	Each			\$18.19	\$17.68	<u>\$13.64</u>	
3.26	2 x 8 brass Nipple	50	Each			\$24.27	\$23.59	<u>\$18.82</u>	
3.27	2" x 12 Brass Nipple	50	Each	No Bid		\$35.85	\$34.84	<u>\$27.80</u>	
3.28	5/8 x x 1 Angle Curb Stops E1527 1x3/4	300	Each	No Bid		\$27.92	<u>\$23.06</u>	\$34.35	
3.29	1 x 5/8 x angle curb stops H-14258	300	Each	No Bid		\$38.80	<u>\$31.05</u>	\$45.50	
4	Section IV Full Circle Repair Clamps	1	PKG	No Bid		<u>\$15,587.00</u>	\$15,587.00	\$208,868.19	\$208,868.19
4.1	#226 Full Circle Clamp 6" X 10"	120	Each		No Bid		<u>\$83.53</u>	\$93.90	
4.2	#227 Full Circle Clamp 6" X 10"	10	Each		No Bid		<u>\$118.98</u>	\$132.22	
4.3	#226 Full Circle Clamp 6" X 12-1/2"	50	Each		No Bid		<u>\$94.77</u>	\$105.30	
4.4	#227 Full Circle Clamp 6" X 12-1/2"	50	Each		No Bid		<u>\$146.22</u>	\$162.00	
4.5	Clamp 6" X 12-1/2" X 1cc	5	Each		No Bid		<u>\$158.27</u>	\$175.88	
4.6	#226 Full Circle Clamp 6" X 15"	40	Each		No Bid		<u>\$123.93</u>	\$137.73	
4.7	#227 Full Circle Clamp 6" X 15"	5	Each		No Bid		<u>\$183.99</u>	\$204.48	
4.8	Clamp 6" X 15" X 1cc	5	Each		No Bid		<u>\$174.35</u>	\$193.77	
4.9	#226 Full Circle Clamp 6" X 20"	75	Each		No Bid		<u>\$168.45</u>	\$187.20	
4.10	#227 Full Circle Clamp 6" X 20"	5	Each		No Bid		<u>\$285.28</u>	\$317.00	
4.11	#226 Full Circle Clamp 6" X 30"	25	Each		No Bid		<u>\$279.01</u>	\$310.08	
4.12	#227 Full Circle Clamp 6" X 30"	5	Each		No Bid		<u>\$428.12</u>	\$475.00	
4.13	#226 Full Circle Clamps 6" X 7-1/2"	125	Each		No Bid		<u>\$60.67</u>	\$68.20	
4.14	#227 Full Circle Clamp 6" X 7-1/2"	10	Each		No Bid		<u>\$93.09</u>	\$103.00	
4.15	AC Pipe Clamp 6" X 7-1/2"	10	Each		No Bid		<u>\$74.57</u>	\$82.86	
4.16	Clamp 6" X 7-1/2" X 1cc	10	Each		No Bid		<u>\$108.59</u>	\$120.68	
4.17	#226 Full Circle Clamp 8" X 10"	75	Each		No Bid		<u>\$109.86</u>	\$122.04	
4.18	#227 Full Circle Clamp 8" X 10"	10	Each		No Bid		<u>\$151.10</u>	\$167.92	
4.19	#226 Full Circle Clamp 8" X 12-1/2"	30	Each		No Bid		<u>\$110.97</u>	\$123.00	
4.20	#227 Full Circle Clamp 8" X 12-1/2"	10	Each		No Bid		<u>\$175.20</u>	\$194.00	
4.21	Clamp 8" X 12-1/2" X 1cc	5	Each		No Bid		<u>\$177.97</u>	\$197.00	
4.22	#226 Full Circle Clamp 8" X 15"	30	Each		No Bid		<u>\$138.38</u>	\$153.78	
4.23	#227 Full Circle Clamp 8" X 15"	10	Each		No Bid		<u>\$234.56</u>	\$260.67	
4.24	Clamps 8" X 15" X 1cc	50	Each		No Bid		<u>\$202.99</u>	\$225.60	
4.25	#226 Full Circle Clamp 8" X 20"	30	Each		No Bid		<u>\$219.07</u>	\$243.47	
4.26	#227 Full Circle Clamp 8" X 20"	10	Each		No Bid		<u>\$301.92</u>	\$335.00	
4.27	#226 Full Circle Clamp 8" X 30"	50	Each		No Bid		<u>\$318.60</u>	\$354.00	
4.28	#226 Full Circle Clamp 8" X 7-1/2"	40	Each		No Bid		<u>\$70.49</u>	\$78.00	
4.29	#227 Full Circle Clamp 8" X 7-1/2"	10	Each		No Bid		<u>\$120.42</u>	\$133.83	
4.30	#226 Full Circle Clamp 12 X 7-1/2	25	Each		No Bid		<u>\$111.56</u>	\$123.98	
4.31	#226 Full Circle Clamp 12 X 10	15	Each		No Bid		<u>\$139.97</u>	\$155.56	
4.32	#226 Full Circle Clamp 12 X 15	20	Each		No Bid		<u>\$183.35</u>	\$203.00	
4.33	#226 Full Circle Clamp 12 X 20	20	Each		No Bid		<u>\$278.67</u>	\$309.70	
4.34	#226 Full Circle Clamp 12 X 30	5	Each		No Bid		<u>\$445.17</u>	\$494.74	
4.35	#228 Full Circle Clamp 14" X 15"	10	Each		No Bid		<u>\$463.21</u>	\$514.78	
4.36	#228 Full Circle Clamp 14" X 20"	5	Each		No Bid		<u>\$627.64</u>	\$697.55	
4.37	#228 Full Circle Clamp 16 X 10"	10	Each		No Bid		<u>\$360.20</u>	\$400.00	
4.38	#228 Full Circle Clamp 16" X 15"	10	Each		No Bid		<u>\$467.74</u>	\$519.82	
4.39	#228 Full Circle Clamp 16" X 20"	15	Each		No Bid		<u>\$632.21</u>	\$700.00	
4.40	#228 Full Circle Clamp 16" X 30"	10	Each		No Bid		<u>\$967.86</u>	\$1,075.00	
4.41	#228 Full Circle Clamp 20" X 30"	2	Each		No Bid		<u>\$1,055.69</u>	\$1,173.00	
4.42	Redi Clamp 1" X 3"	25	Each		No Bid		<u>\$4.28</u>	\$5.25	
4.43	Redi Clamp 1-1/2" X 3"	10	Each		No Bid		<u>\$4.68</u>	\$5.75	
4.44	Full Circle Clamp 2" X 12-1/2"	50	Each		No Bid		<u>\$78.45</u>	\$87.18	

4.45	Full Circle Clamp 2" X 7-1/2"	100	Each		No Bid	<u>\$42.97</u>	\$48.00
4.46	Full Circle - Collar Leak Clamp 2" X 7-1/2"	20	Each		No Bid	<u>\$43.57</u>	\$53.00
4.47	Redi Clamp 2"X 3"	40	Each		No Bid	<u>\$5.56</u>	\$7.00
4.48	Full Circle Clamp 3" X 7-1/2"	15	Each		No Bid	<u>\$51.68</u>	\$57.44
4.49	Redi Clamp 3/4" X 3"	300	Each		No Bid	<u>\$3.91</u>	\$4.75
4.50	Full Circle Clamp 4" X 7-1/2"	15	Each		No Bid	<u>\$52.59</u>	\$59.00
4.51	Redi Clamp 1" X 6"	300	Each		No Bid	<u>\$7.94</u>	\$9.50
4.52	Redi Clamp 1-1/2" X 6"	12	Each		No Bid	<u>\$9.06</u>	\$11.08
4.53	Redi Clamp 2" X 6"	12	Each		No Bid	<u>\$10.88</u>	\$13.25
4.54	Redi Clamp 3/4" X 6"	12	Each			<u>\$7.54</u>	\$9.25
4.55	6- Romac Alpha Restraint 6.90-7.10 x 6.60-7.00 x 12 SSFE Epoxy 316	20	Each		\$361.50	<u>\$325.54</u>	\$374.00
4.56	8-Alpha Restraint 6.90-7.10 x 6.60-7.00 x 12 SSFE Epoxy 316 SS 6.90-	20	Each		\$417.85	<u>\$376.27</u>	\$432.00

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FY20-045

Core and Main Supplier Response

Event Information

Number: FY20-045
Title: FY20-045 Mechanical Joint Fittings, Valve Boxes, & Pipe Tubing
Type: Request For Bid
Issue Date: 2/24/2020
Deadline: 3/12/2020 05:00 PM (CT)
Notes: All questions for this bid shall be submitted through Cit-E-Bid or by email no later than March 2, 2020.

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

Core and Main Information

Contact: Thomas Maxey
Address: 1830 Craig Park Court
St. Louis, MO 63146
Phone: (210) 657-1632
Fax: (210) 657-2921
Email: Thomas.Maxey@coreandmain.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Loren Miller

Signature

Submitted at 3/12/2020 12:11:08 PM

brandon.smith3@coreandmain.com

Email

Bid Attributes

Questionnaire Description

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".

2. Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid

Core and Main, LP Loren Miller 210-657-1632

State how long under has the business been in its present business name

12 years

If applicable, list all other names under which the Business identified above operated in the last five years

HD Supply Waterworks, LTD.

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.

Questions Part 1

- 1) Is any litigation pending against the Business?
- 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award?
- 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting?
- 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract?
- 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?

Not that I know of

7 Questions Part 2

- 1) Is the Business in arrears in any contract or debt?
- 2) Has the Business been a defaulter, as a principal, surety, or otherwise?
- 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?

None that i am aware of

8 State if the Company is a certified minority business enterprise

This company is not a certified minority business

9 Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest

Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from

<http://www.ethics.state.tx.us/whatsnew/conflictforms.htm>.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include:

1. Mayor
2. Council Members
3. City Manager
4. Members of the Fire Fighters and Police Officers Civil Service Commission.
5. Members of the Planning and Zoning Commission.
6. Members of the Board of Adjustments
7. Members of the Building Standards Board
8. Parks & Leisure Advisory Committee Member,
9. Historic District Land Board Member,
10. Ethics Commission Board Member,
11. The Board of Commissioners of the Laredo Housing Authority
12. The Executive Director of the Laredo Housing Authority
13. Any other City of Laredo decision making board member

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731.

1
0 **Conflict of Interest Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity.

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1
2 **Conflict of Interest Questionnaire**

If vendor acknowledges there is no conflict of interest, there are no further actions for the vendor to take. If vendor acknowledges a possible conflict of interest, vendor must download and fill out CIQ Form and submit it as part of their bid.

I attest there is no conflict of interest.

1
3 **Disclosure Form**

For details on use of this form, see Section 4.01 of the City's Ethics Code.

1
3 This is a

New Submission

1
4 **Question 1. Name of person submitting this disclosure form**

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

Kevin Clagett & Brandon Smith

1
5 **Question 2. Contract Information**

Please include the following:

a) Contract or Project Name

b) Originating Department

FY20-045

1
6 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Core & Main LP

1
7 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.**

Not Applicable

1
8 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

No response

1 **Question 5. List any individuals or entities that will be subcontractors on this contract**

9
Not Applicable

2 **Question 5. List any individuals or entities that will be subcontractors on this contract**

0
If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section

No response

2 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

1
Not Applicable

2 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

2
If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists or consultants that have been retained to assist in seeking this contract.

No response

2 **Question 7. Disclosure of political contributions**

3
List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

- a) Any individual seeking contract with the city (Question 3)
- b) Any owner or officer of entity seeking contract with the city (Question 3)
- c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
- d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5)
- e) The spouse of any individual listed in response to (a) through (d) above
- f) Any attorney lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

2 **Question 7. Disclosure of political contributions**

3
If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

No response

2 **Updates on contributions required**

5
Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

2 **Question 8. Disclosure of Conflict of Interest**

6
Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am not aware of any conflict of interest.

2 **8. Disclosure of Conflict of Interest**

7
If you selected I am aware of conflict of interest in question 8, please list them in this section.

No response

2
8 **Question 9. Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

I have read and understand this section

2
9 **Question 10. No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from 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

2
0 **Question 11. Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary

I have acknowledge that I have been advised

3
1 **Question 11. Oath**

Please complete in this section the required information for your company:

- 1) Name
- 2) Title
- 3) Company or DBA
- 4) Date

Brandon Smith : Inside Sales Specialist: Core & Main LP 03/11/20
Kevin Clagett: Outside Sales Representative: Core & Main LP 03/11/20
Loren Miller : District Manager: Core & Main LP 03/11/20

3
2 **Question 12. Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

I swear or affirm information is correct

3
3 **Disclosure Form**

For details on use of this form, see Section 4.01 of the City's Ethics Code.

3
4 **Disclosure Form**

For details on use of this form, see Section 4.01 of the City's Ethics Code.

3
5 **Company Information Questionnaire**

I have completed this section

3
6 **Conflict of Interest Questionnaire**

I have completed this section

3
7

Non-Collusive Affidavit

I have completed and included this form

3
8

Discretionary Contracts Disclosure

I have completed this section

3 9 Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided <https://www.ethics.state.tx.us/tcc/1295-Info.htm>.

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.
Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

46.1. Application

46.3. Definitions

46.5. Disclosure of Interested Parties Form

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

☐ I will comply with this form

4 Disqualification & Debarment Certification

0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to Ordinance No. 2017-O-098, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel, and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization, and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

I certify to the terms and conditions

4 Contract Requirements

1 1. CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this bid for consideration.

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) **Upon Award of Bid Only**

1.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure:

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tcc/1295-Info.htm>.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

I have read and understand this section

4 Terms and Conditions for Request for Bids

2 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 request additional compensation

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF HAND DELIVERED BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City

4.0 REJECTION OF BIDS

The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid

5.0 WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven

calendar days prior to the scheduled bid deadline a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum may be e-mailed or obtained online at the City of Laredo website for bids. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) **Protest Procedures:** The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. Within 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 be bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be **awarded by 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 P.O. Box 210, Laredo, Texas 78042.
- (d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up to fifteen (15) days from the date payment is processed.
- (e) For any inquiries on payment status or general billing questions please contact:

Jorge J. Jolly, Accounts Payable Manager
956-791-7328

jjolly@ci.laredo.tx.us

1110 Houston St. Laredo, TX 78040

☐ I Agree to the Terms and Conditions

Bid Lines

1 Package Header

Section I - MJ Retainer Glands NOTE: All bolts, nuts and restraining rods shall be 316 Stainless Steel

Quantity: 1 UOM: PKG Total: \$89,651.50

Item Notes: Please submit "0" for unit price

Package Items

1.1 6" M.J. Retainer gland w/access.

Quantity: 50 UOM: Each Price: \$91.42 Total: \$4,571.00

Supplier Notes: Price if Star Pipe mega lugs will be accepted \$79.94

1.2 8" M.J. Retainer gland w/access.

Quantity: 50 UOM: Each Price: \$106.65 Total: \$5,332.50

Supplier Notes: Price if Star Pipe mega lugs will be accepted \$92.01

1.3 12" M.J. Retainer gland w/access.

Quantity: 50 UOM: Each Price: \$171.81 Total: \$8,590.50

Supplier Notes: Price if Star Pipe mega lugs will be accepted \$151.47

1.4 16" M.J. Retainer gland w/access.

Quantity: 50 UOM: Each Price: \$280.36 Total: \$14,018.00

Supplier Notes: Price if Star Pipe mega lugs will be accepted \$256.76

1.5 6" M.J. Retainer joint for C900-16 PVC pipe w/ access

Quantity: 100 UOM: Each Price: \$97.24 Total: \$9,724.00

Supplier Notes: Price if Star Pipe mega lugs will be accepted \$85.61

1.6 8" M.J. Retainer joint for C900-16 PVC pipe w/ access

Quantity: 100 UOM: Each Price: \$114.79 Total: \$11,479.00

Supplier Notes: Price if Star Pipe mega lugs will be accepted \$104.64

1.7 12" Retainer for C900-16 w/ access

Quantity: 50 UOM: Each Price: \$180.99 Total: \$9,049.50

Supplier Notes: Price if Star Pipe mega lugs will be accepted \$160.78

1.8 16" Retainer for C900-16 w/ access

Quantity: 50 UOM: Each Price: \$323.13 Total: \$16,156.50

Supplier Notes: Price if Star Pipe mega lugs will be accepted \$298.78

1.9 8" Bell Restraint Harness for C900-16 PVC

Quantity: 25 UOM: Each Price: \$145.76 Total: \$3,644.00

1.10 12" Bell Restraint Harness for C900-16 PVC

Quantity: 25 UOM: Each Price: \$283.46 Total: \$7,086.50

2 Package Header

Section II - Plastic & Cast Iron Meter Boxes, Plastic Meter Boxes

Quantity: 1 UOM: PKG Total: \$397,514.50

Item Notes: Please submit "0" for unit price

Package Items

2.1 Polymer Plastic Meter Box 11"x17"x10" w/ Blue Lid/Knock out AMR Hole/Rebar/ Laredo Logo DFW1017-10-3EF 6450 LAR as per 27.3

Quantity: 1000 UOM: Each Price: \$45.78 Total: \$45,780.00

2.2 Large Plastic Meter Box with Blue Cover 19"x25"x12" w/ 2 AMR holes DFW1600.12.3T2

Quantity: 150 UOM: Each Price: \$29.59 Total: \$4,438.50

2.3 Polymer Plastic Blue Lid Only 26"x16" w/ two molded recessed knock out AMR holes DFW4241-3F2 6450-LID

Quantity: 800 UOM: Each Price: \$81.24 Total: \$64,992.00

2.4 Large Polymer Plastic Meter Box 13"x24"x12" Black Polymer Box w/ Blue Overlay/ two recessed knock out AMR holes DFW1324C-12-3OF2 6450 as per 27.3

Quantity: 500 UOM: Each Price: \$231.19 Total: \$115,595.00

2.5 Polymer Plastic Blue Lid only- Round- 12-1/2" Dia w/ recessed knock out AMR hole

DFW18AMR-3QF 6450-LID

Quantity: 50 UOM: Each Price: \$21.67 Total: \$1,083.50

2.6 1" x 5 1/4" valve box riser with lid

Quantity: 500 UOM: Each Price: \$19.87 Total: \$9,935.00

2.7 2 1/4" x 5 1/4" valve box riser with lid

Quantity: 500 UOM: Each Price: \$27.19 Total: \$13,595.00

2.8 18"x 24" adj. Valve box #461-s with lid

Quantity: 300 UOM: Each Price: \$77.54 Total: \$23,262.00

2.9 24"x 36" adj. Valve box #562-s with lid

Quantity: 300 UOM: Each Price: \$103.89 Total: \$31,167.00

2.10 Blue polymer Plastic Oval Lid Only (for 1017) w/Rebar/ Knock Out AMR Hole/ Laredo Logo DFW1017-3EF 6450 LAR-LID as per 27.3

Quantity: 3000 UOM: Each Price: \$20.71 Total: \$62,130.00

2.11 Polymer Plastic Blue Lid only (for 1600) w/ two molded recessed knock out AMR holes DFW1600B-3F2 6450-LID

Quantity: 150 UOM: Each Price: \$27.50 Total: \$4,125.00

2.12 Large Plastic Meter Box Only 19x25x12 DFW1600.12.Body

Quantity: 150 UOM: Each Price: \$18.19 Total: \$2,728.50

2.13 Polymer Plastic Meter box 11"x17"x10" only no lid

DFW1017-10-BODY

Quantity: 300 UOM: Each Price: \$25.07 Total: \$7,521.00

2.14 Polymer Plastic box for air release valves

DFW38CNP-J26-AF1MS ARV

Quantity: 50 UOM: Each Price: \$223.24 Total: \$11,162.00

3 Package Header

Section III - Brass and Galvanized Fittings Specification: National Standard Pipe Thread. Brass to be lead free and conform to AWWA requirements for potable water.

Quantity: 1 UOM: PKG Total: \$35,160.00

Item Notes: Please submit "0" for unit price

Package Items

3.1 1" x 1 1/2" std. Brass Bushing

Quantity: 5 UOM: Each Price: \$6.86 Total: \$34.30

Supplier Notes: 1x1/2 brass bushing quoted

3.2 1" x 3/4" std. Brass Bushing

Quantity: 150 UOM: Each Price: \$6.86 Total: \$1,029.00

3.3 2" x 1" std. Brass Bushing

Quantity: 30 UOM: Each Price: \$20.50 Total: \$615.00

3.4 3/4" Brass coupling

Quantity: 150 UOM: Each Price: \$6.58 Total: \$987.00

3.5 1" Brass coupling

Quantity: 50 UOM: Each Price: \$11.22 Total: \$561.00

3.6 2" Brass coupling

Quantity: 50 UOM: Each Price: \$40.26 Total: \$2,013.00

3.7 3/4" Brass 90 ELL

Quantity: 200 UOM: Each Price: \$7.49 Total: \$1,498.00

3.8 1" Brass 90 ELL

Quantity: 100 UOM: Each Price: \$12.18 Total: \$1,218.00

3.9 2" Brass 90 ELL

Quantity: 75 UOM: Each Price: \$39.30 Total: \$2,947.50

3.10 3/4" Brass closed nipple

Quantity: 100 UOM: Each Price: \$1.67 Total: \$167.00

3.11 3/4" x 6" Brass nipple

Quantity: 100 UOM: Each Price: \$5.35 Total: \$535.00

3.12 1/4" X 3" Brass nipple

Quantity: 75 UOM: Each Price: \$2.81 Total: \$210.75

3.13 1/4" X 4" Brass nipple

Quantity: 100 UOM: Each Price: \$3.67 Total: \$367.00

3.14 1/4" X 6" Brass nipple

Quantity: 100 UOM: Each Price: \$5.35 Total: \$535.00

3.15 1/4" X 8" Brass nipple

Quantity: 75 UOM: Each Price: \$7.07 Total: \$530.25

3.16 1/2" X 10" Brass nipple

Quantity: 30 UOM: Each Price: \$8.62 Total: \$258.60

3.17 1/2" X 12" Brass nipple

Quantity: 50 UOM: Each Price: \$10.26 Total: \$513.00

3.18 1" Brass closed nipple

Quantity: 25 UOM: Each Price: \$2.46 Total: \$61.50

3.19 1" X 6" Brass nipple

Quantity: 25 UOM: Each Price: \$7.81 Total: \$195.25

3.20 1 1/2" x 3" Brass nipple

Quantity: 10 UOM: Each Price: \$7.15 Total: \$71.50

3.21 1 1/2" X 8" Brass nipple

Quantity: 5 UOM: Each Price: \$18.26 Total: \$91.30

3.22 1 1/2" X 12" Brass nipple

Quantity: 10 UOM: Each Price: \$26.98 Total: \$269.80

3.23 2" Brass closed nipple

Quantity: 25 UOM: Each Price: \$7.35 Total: \$183.75

3.24 2" X 3" Brass nippleQuantity: 25 UOM: EachPrice: \$9.16Total: \$229.00**3.25 2" x 6" Brass Nipple**Quantity: 50 UOM: EachPrice: \$17.68Total: \$884.00**3.26 2" x 8" brass Nipple**Quantity: 50 UOM: EachPrice: \$23.59Total: \$1,179.50**3.27 2" x 12" Brass Nipple**Quantity: 50 UOM: EachPrice: \$34.84Total: \$1,742.00**3.28 5/8" x 1/4" x 1" Angle Curb Stops I-1527 1x3/4**Quantity: 300 UOM: EachPrice: \$23.06Total: \$6,918.00**3.29 1" x 5/8" x 1/4" angle curb stops II-14258**Quantity: 300 UOM: EachPrice: \$31.05Total: \$9,315.00**4 Package Header**Section IV Full Circle Repair ClampsQuantity: 1 UOM: PKGTotal: \$208,868.19

Item Notes: Please submit "0" for unit price

Package Items**4.1 #226 Full Circle Clamp**

6" X 10"

Quantity: 120 UOM: EachPrice: \$83.53Total: \$10,023.60**4.2 #227 Full Circle Clamp**

6" X 10"

Quantity: 10 UOM: EachPrice: \$118.98Total: \$1,189.80**4.3 #226 Full Circle Clamp**

6" X 12-1/2"

Quantity: 50 UOM: EachPrice: \$94.77Total: \$4,738.50

4.4 #227 Full Circle Clamp

6" X 12-1/2"

Quantity: 50 UOM: Each Price: \$146.22 Total: \$7,311.00**4.5 Clamp**

6" X 12-1/2" X 1cc

Quantity: 5 UOM: Each Price: \$158.27 Total: \$791.35**4.6 #226 Full Circle Clamp**

6" X 15"

Quantity: 40 UOM: Each Price: \$123.93 Total: \$4,957.20**4.7 #227 Full Circle Clamp**

6" X 15"

Quantity: 5 UOM: Each Price: \$183.99 Total: \$919.95**4.8 Clamp**

6" X 15" X 1cc

Quantity: 5 UOM: Each Price: \$174.35 Total: \$871.75**4.9 #226 Full Circle Clamp**

6" X 20"

Quantity: 75 UOM: Each Price: \$168.45 Total: \$12,633.75**4.10 #227 Full Circle Clamp**

6" X 20"

Quantity: 5 UOM: Each Price: \$285.28 Total: \$1,426.40**4.11 #226 Full Circle Clamp**

6" X 30"

Quantity: 25 UOM: Each Price: \$279.01 Total: \$6,975.25**4.12 #227 Full Circle Clamp**

6" X 30"

Quantity: 5 UOM: Each Price: \$428.12 Total: \$2,140.60

4.13 #226 Full Circle Clamps

6" X 7-1/2"

Quantity: 126 UOM: EachPrice: \$60.67Total: \$7,583.75**4.14 #227 Full Circle Clamp**

6" X 7-1/2"

Quantity: 10 UOM: EachPrice: \$93.09Total: \$930.90**4.15 AC Pipe Clamp**

6" X 7-1/2"

Quantity: 10 UOM: EachPrice: \$74.57Total: \$745.70**4.16 Clamp**

6" X 7-1/2" X 1cc

Quantity: 10 UOM: EachPrice: \$108.59Total: \$1,085.90**4.17 #226 Full Circle Clamp**

8" X 10"

Quantity: 75 UOM: EachPrice: \$109.86Total: \$8,239.50**4.18 #227 Full Circle Clamp**

8" X 10"

Quantity: 10 UOM: EachPrice: \$151.10Total: \$1,511.00**4.19 #226 Full Circle Clamp**

8" X 12-1/2"

Quantity: 30 UOM: EachPrice: \$110.97Total: \$3,329.10**4.20 #227 Full Circle Clamp**

8" X 12-1/2"

Quantity: 10 UOM: EachPrice: \$175.20Total: \$1,752.00

4.21 Clamp

8" X 12-1/2" X 1cc

Quantity: 5 UOM: EachPrice: \$177.97Total: \$889.85**4.22 #226 Full Circle Clamp**

8" X 15"

Quantity: 30 UOM: EachPrice: \$138.38Total: \$4,151.40**4.23 #227 Full Circle Clamp**

8" X 15"

Quantity: 10 UOM: EachPrice: \$234.56Total: \$2,345.60**4.24 Clamps**

8" X 15" X 1cc

Quantity: 50 UOM: EachPrice: \$202.99Total: \$10,149.50**4.25 #226 Full Circle Clamp**

8" X 20"

Quantity: 30 UOM: EachPrice: \$219.07Total: \$6,572.10**4.26 #227 Full Circle Clamp**

8" X 20"

Quantity: 10 UOM: EachPrice: \$301.92Total: \$3,019.20**4.27 #226 Full Circle Clamp**

8" X 30"

Quantity: 50 UOM: EachPrice: \$318.60Total: \$15,930.00**4.28 #226 Full Circle Clamp**

8" X 7-1/2"

Quantity: 40 UOM: EachPrice: \$70.49Total: \$2,819.60

4.29 #227 Full Circle Clamp

8" X 7-1/2"

Quantity: 10 UOM: EachPrice: \$120.42Total: \$1,204.20**4.30 #226 Full Circle Clamp**

12" X 7-1/2"

Quantity: 25 UOM: EachPrice: \$111.56Total: \$2,789.00**4.31 #226 Full Circle Clamp**

12" X 10"

Quantity: 15 UOM: EachPrice: \$139.97Total: \$2,099.55**4.32 #226 Full Circle Clamp**

12" X 15"

Quantity: 20 UOM: EachPrice: \$183.35Total: \$3,667.00**4.33 #226 Full Circle Clamp**

12" X 20"

Quantity: 20 UOM: EachPrice: \$278.67Total: \$5,573.40**4.34 #226 Full Circle Clamp**

12" X 30"

Quantity: 5 UOM: EachPrice: \$445.17Total: \$2,225.85**4.35 #228 Full Circle Clamp**

14" X 15"

Quantity: 10 UOM: EachPrice: \$463.21Total: \$4,632.10**4.36 #228 Full Circle Clamp**

14" X 20"

Quantity: 5 UOM: EachPrice: \$627.64Total: \$3,138.20

4.37 #228 Full Circle Clamp

16" X 10"

Quantity: 10 UOM: Each Price: \$360.20 Total: \$3,602.00**4.38 #228 Full Circle Clamp**

16" X 15"

Quantity: 10 UOM: Each Price: \$467.74 Total: \$4,677.40**4.39 #228 Full Circle Clamp**

16" X 20"

Quantity: 15 UOM: Each Price: \$632.21 Total: \$9,483.15**4.40 #228 Full Circle Clamp**

16" X 30"

Quantity: 10 UOM: Each Price: \$967.86 Total: \$9,678.60**4.41 #228 Full Circle Clamp**

20" X 30"

Quantity: 2 UOM: Each Price: \$1,055.69 Total: \$2,111.38**4.42 Redi Clamp**

1" X 3"

Quantity: 25 UOM: Each Price: \$4.28 Total: \$107.00**4.43 Redi Clamp**

1-1/2" X 3"

Quantity: 10 UOM: Each Price: \$4.68 Total: \$46.80**4.44 Full Circle Clamp**

2" X 12-1/2"

Quantity: 50 UOM: Each Price: \$78.45 Total: \$3,922.50

4.45 Full Circle Clamp

2" X 7-1/2"

Quantity: 100 UOM: EachPrice: \$42.97Total: \$4,297.00**4.46 Full Circle - Collar Leak Clamp**

2" X 7-1/2"

Quantity: 20 UOM: EachPrice: \$43.57Total: \$871.40**4.47 Redi Clamp**

2" X 3"

Quantity: 40 UOM: EachPrice: \$5.56Total: \$222.40**4.48 Full Circle Clamp**

3" X 7-1/2"

Quantity: 15 UOM: EachPrice: \$51.68Total: \$775.20**4.49 Redi Clamp**

3/4" X 3"

Quantity: 300 UOM: EachPrice: \$3.91Total: \$1,173.00**4.50 Full Circle Clamp**

4" X 7-1/2"

Quantity: 15 UOM: EachPrice: \$52.59Total: \$788.85**4.51 Redi Clamp**

1" X 6"

Quantity: 300 UOM: EachPrice: \$7.94Total: \$2,382.00**4.52 Redi Clamp**

1-1/2" X 6"

Quantity: 12 UOM: EachPrice: \$9.06Total: \$108.72

4.53 Redi Clamp

2" X 6"

Quantity: 12 UOM: Each Price: \$10.88 Total: \$130.56**4.54 Redi Clamp**

3/4" X 6"

Quantity: 12 UOM: Each Price: \$7.54 Total: \$90.48**4.55 6- Romac Alpha Restraint**

6.90-7.10 x 6.60-7.00 x

12 SSFE Epoxy 316 SS

Quantity: 20 UOM: Each Price: \$325.54 Total: \$6,510.80**4.56 8-Alpha Restraint**

6.90-7.10 x 6.60-7.00 x

12 SSFE Epoxy 316 SS

6.90-7.10 x 6.60-7.00 x

12 SSFE Epoxy 316 SS

Quantity: 20 UOM: Each Price: \$376.27 Total: \$7,525.40**Response Total: \$731,194.19**



**CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS**

**MECHANICAL JOINT FITTINGS, VALVE BOXES, & PIPE TUBING
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 the purchase of mechanical joint fittings, valve boxes, and pipe tubing 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 March 12, 2020; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on March 13, 2020.

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

**Bid: Mechanical Joint Fittings, Valve Boxes, & Pipe Tubing
FY20-045**

Bids can be downloaded and submitted through Cit-E-Bid:

<https://cityoflaredo.ionwave.net/Login.aspx>

Hand Delivered:

**City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040**

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.



City of Laredo Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions for awarding a contract for the purchase of mechanical joint fittings, valve boxes, and pipe tubing 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 March 12, 2020 and all bids received will be opened and read publicly on March 13, 2020 at 10:00 AM.

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

**BID: Mechanical Joint Fittings, Valve Boxes, & Pipe Tubing
FY20-045**

Bids can be downloaded and submitted through
Cit-E-Bid:

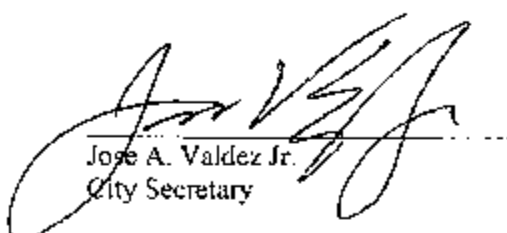
<https://cityoflaredo.ionwave.net/Login.aspx>

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 24th DAY OF FEBRUARY 2020.


Jose A. Valdez Jr.
City Secretary

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished. The Bidder shall print or type the business name and manually sign the schedule.
- (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum.
- (d) Proposed delivery time must be shown and shall include Sundays and holidays
- (e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
- (f) **The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.**

2.0 DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

- (a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope.
- (b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040.
- (c) Bids forms can be downloaded and printed through Cit-E-Bid. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.
- (d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
- (e) Bids must be valid for a minimum period of sixty (60), or up to ninety (90) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS

The City may reject a bid if:

- (a) Bidder misstates or conceals any material fact in the bid.
- (b) Bid does not strictly conform to the law or the requirements of the bid.
- (c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
- (e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract.

**CITY OF LAREDO
PURCHASING DIVISION**

A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

- (f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven calendar days prior to the scheduled bid deadline a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum may be e-mailed or obtained online at the City of Laredo website for bids. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

- (a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
- (b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
- (c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
- (d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

- (a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
- (b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

- a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated.

**CITY OF LAREDO
PURCHASING DIVISION**

The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services.

Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall be bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

- (a) This contract will be awarded by sections to the lowest responsive responsible bidder or bidders, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.
- (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
- (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
- (d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
- (e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
- (f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
- (g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
 - 1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
 - 2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
 - 3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

- (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
- (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.
- (d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed.
- (e) For any inquiries on payment status or general billing questions please contact:

Jorge J. Jolly, Accounts Payable Manager

**CITY OF LAREDO
PURCHASING DIVISION**

956-791-7328

jjolly@ci.laredo.tx.us

1110 Houston St. Laredo, TX 78040

12.0 INSURANCE REQUIREMENTS

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

- (a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.
- (b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
- (c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
- (d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- (e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.
- (f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
 - 1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
 - 2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
 - 3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
 - 4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
 - 5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty-(60) days' notice prior to cancellation or non-renewal of the insurance.
 - 6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
 - 7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
 - 8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
 - 9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.
- (g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
 - 1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
 - 2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
- (h) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

CITY OF LAREDO
PURCHASING DIVISION

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

13.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this bid for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) ****Upon Award of Bid Only****

13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure:

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tcc/1295-Info.htm>.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

CITY OF LAREDO
PURCHASING DIVISION

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

CITY OF LAREDO
PURCHASING DIVISION

Formal Invitation for Bids
Mechanical Joint Fittings, Valve Boxes, & Pipe Tubing

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 mechanical joint fittings, valve boxes, and pipe tubing 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>

Fleet Department point of contact: Juan P. Arriaga (956) 721-2010 jarriaga@ci.laredo.tx.us

- 15.1 All questions for this bid shall be submitted through Cit-E-Bid or by email no later than, March 2, 2020 to: ealdape@ci.laredo.tx.us

16.0 General Conditions:

- 16.1 Bidders are required to submit their bids upon the following expressed conditions:

Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

- 16.2 Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

- 16.3 Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

- 16.4 The bidder shall quote prices F.O.B. delivered, City of Laredo - Water Distribution Division, Laredo, Texas.

- 16.5 ****All products must be domestic made only****.

17.0 Payment and Invoicing

- 17.1 All invoices must show purchase order number and invoices should be legible. Payment is deemed to be made on the date the City of Laredo, Accounts Payable Department mails checks. All invoices have a 30-day term from receipt of order.

- 17.2 Bidders' facilities and equipment may be a determining factor in making the bid award. Bidder's facilities and equipment may be subject to inspection by the City of Laredo.

- 17.3 Materials bid must be new and unused.

- 17.4 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.

- 17.5 If you are considering utilizing commodities not listed as approved, submit sufficient documentation with your bid package for the Utilities Department to make a determination for an approved equal product. Failure to submit all required documentation or submittals for an approved equal consideration will be cause for rejection.

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18.0 Delivery

Delivery time for all items ordered under the terms and conditions of this contract are _____ working days from date of order.

Bidder's business hours: From: _____ a.m. to _____ p.m.

Days of week: _____

19.0 Mechanical Retainer Glands

Mechanical joint retainer glands shall be cast from ductile iron no less than grade 70-50-5 and shall comply with all applicable provisions of AWWA/ANSI C110/A21.10 and C111/A21.11. Set screws shall be 5/8" - 11 NC thread, with square head and knurled cup-point made of 4140 steel and shall be hardened to Rockwell "C" scale 45-47.

20.0 Pipe Joint Restraint Systems

This specification covers pipe joint restraint systems to be used on domestic water mains for PVC C900-16 pipe sizes 4-inch through 60-inch diameter and for Ductile Iron pipe sizes from 4-inch through 24-inch diameter. Joint restraint systems are classified as "mechanical joint" or non-metallic restrained joint "for the specific type of pipe joint to be restrained.

20.1 General Requirements

20.1.1 Underwriter Laboratories (U.L) and Factory Mutual (FM) certifications are required on all restraint systems.

20.1.2 Unless otherwise noted, restraint systems to be used on PVC C-900-16 pipe shall meet or exceed A.S.T.M. Standard F1674-96, "Standard Test Methods for Joint Restraint Products for Use with PVC Pipe," or the latest revision thereof and shall be made in USA only. Restraint systems used on ductile pipe shall meet or exceed U.L. Standard 194 and shall be made in USA only.

20.1.3 Non-metallic restrained joint pipe and couplings shall be utilized specifically for C-900-16 PVC pipe and fittings in sizes 4"-60".

20.1.4 Each restraint system shall be packaged individually and include installation instructions.

21.0 Restraint for PVC C-900-16 & Ductile Iron Push-on Type Connections

21.1 Pipe restraints shall be utilized to prevent movement for push-on D.I. or PVC (C900-16) (compression type) bell and spigot pipe connections or where a flexible coupling has been used to join two sections of plain-end pipe D.I. or PVC (C900-16). The restraint may be adapted to connect a plain end D.I. or PVC pipe to a ductile iron mechanical joint (MJ) bell fitting. The restraint must not be directionally sensitive.

21.2 The pipe shall be restrained by a split retainer band. The band shall be cast ductile iron, meeting or exceeding ASTM A536-80, Grade 65-45-12. The inside face or contact surface of the band shall be of sufficient width to incorporate cast or machined non-directionally sensitive serration to grip the outside circumference of the pipe. The serration shall provide full (360 degrees) contact and maintain pipe roundness and avoid any localized points of stress.

The split band casting shall be designed to "bottom-out" before clamping bolt forces (110ft-lb minimum torque) can over-stress the pipe, but will provide full non-directionally sensitive restraint at the rated pressures.

21.3 All T-head bolts, nuts and restraining rods shall be 316 Stainless Steel. Nuts coated to prevent galling. Nuts and bolts must be package in plastic to prevent surface rust.

21.4 The split ring type non-directionally sensitive restrainter system shall be capable of a test pressure twice the maximum sustained working pressure listed in section D and be for both D.I. and/or PVC C900-16.

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- 21.5 Restraint systems sizes six through twelve inches shall be capable of use for both ductile iron and/or PVC C900-16.
- 21.6 The restraint system may consist of two types: the two split retainer rings and for new construction use only the one split and one solid cast backup ring.
- 22.0 Non-metallic restrained joint pipe and couplings for PVC C-900-16 Type Connections**
- 22.1 Gasketed restrained coupling connections shall join two sections of factory grooved PVC (C900-16) pipe, NSF 61. The restrainer coupling must not be directionally sensitive.
- 22.2 The coupling shall incorporate twin elastomeric sealing gaskets meeting the requirements of ASTM F-477 and shall be DR-14 Class 305 C-900-16 for 4" -12" pipe, meeting or exceeding the performance requirements of AWWA C-900-16, latest revision; and DR-18 C900-16 for 14"- 30" pipe, meeting or exceeding the performance requirements of AWWA C900-16, latest revision . The inside face or contact surface of the coupling connection shall be of sufficient width to incorporate a factory machined non-directionally sensitive groove in both pipe and coupling to grip the outside circumference of the pipe. The couplings shall provide full (360 degrees) contact and maintain pipe roundness and avoid and localized points of stress. The coupling shall be designed with an internal stop to align the precision-machined grooves in the coupling and pipe prior to installation of a non- metallic thermoplastic restraint spleen, and will provide full non-directionally sensitive restraint at the rated pressures.
- 22.3 High-strength flexible thermoplastic spleens shall be inserted into mating precision -machined grooves in the pipe and coupling to provide full non-directional restraint with evenly distributed loading.
- 22.4 The non- metallic restrained joint pipe and couplings for PVC C-900-16 type non-directionally sensitive restrainer system shall be capable of a test pressure twice the maximum sustained working pressure and be for PVC: C900-16 pipe sizes four (4) through sixty (60) inch.
- 22.5 Non-metallic restrained joint pipe and couplings for PVC C900-16 restrained systems sizes four (4) through sixty (60) inches shall be capable of use for both (DR 18) and for (DR 14) PVC C900-16 pipe.
- 22.6 The non- metallic restrained joint pipe and couplings for PVC C900-16 restraint system shall consist of a pipe and couplings system produced by the same manufacturer meeting the performance qualifications of Factory Mutual (FM) and Underwriters Lab (UL).
- 23.0 Fitting Restraint for Ductile Iron Pipe (Only)**
- 23.1 Radial bolt type restrainer systems shall be limited to ductile iron pipe in conjunction with Mechanical Joint (MJ) bell end pipe or fittings. The system shall utilize a standard MJ gasket with a ductile iron replacement gland conforming to ASTM A 536-80. The gland dimensions shall conform to Standard MJ bolt circle criteria.
- 23.2 Individual wedge restrainers shall be ductile iron heat treated to a minimum hardness of 370 BHN. The wedge screws shall be compressed to the outside wall of the pipe using a shoulder bolt and twist-off nuts to insure proper actuating of the restraining system.
- 23.3 All bolts, nuts and restraining rods shall be 316 Stainless Steel. Nuts coated to prevent galling.
- 23.4 Standard MJ gasket shall be virgin SBR meeting ASTM D-2000 3 BA 715 or 3 BA 515.

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23.5 Maximum Sustained Working Pressure Requirements:

Nominal Diameter	PVC C900-16	Ductile Iron
4 & 6 inch	305 psi	350 psi
8 inch	305 psi	250 psi
10 & 12 inch	305 psi	200 psi
14 & 16 inch	235 psi	200 psi
20 & 24 inch	235 psi	200 psi

23.6 Tests

The City of Laredo Utilities Department may, at no cost to the manufacturer, subject random joint restraint system products to testing by an independent laboratory for compliance with these standards. Any visible defect of failure to meet the quality standards herein will be ground for rejecting the entire order.

23.7 Product List

The attached qualified product list identifies specified manufacturers models approved for installation in City of Laredo water distribution systems.

24.0 Recommended Manufacturers and Models: (Subject to Review & Approval by City of Laredo)

24.1 Slip on Joint Restraint Systems:

Manufacturer	Material		
	PVC C900-16	Ductile Iron	D.I. 16" Above
Ford/Uni-Flange (4" - 16")	1390C	1390C	1390C
EBBA Iron Sales, Inc (4" -12")	1500	1700	1700
Romac Industries, Inc. (4" - 8")	Model 611	Model 611	470SJ

24.2 Non-Metallic Restrained Joint Pipe and Couplings for PVC C900-16 RJ Type Connections:

24.2.1 Certain Teed Corporation, Certa-Lok C900-16/RJ 4" – 12" Class 305 (DR-14)

24.2.2 Certa-Lok C900-16/RJ 16" Class 235 (DR-18)

24.3 Fitting Restraint (MJ):

Manufacturer	Material	
	PVC C900-16, DR-14/DR-18	Ductile Iron
EBBA Iron Sales, Inc.	2000 PV (Only C900-16)	Megaflange 1100
Ford/Uni-Flange	UFR-1500-C 14"- 24"	Series 1400
Star Pipe Products (Domestic)	StarGrip Series 4000 (3"-12")	StarGrip Series 3000 (3"-12")

24.4 Restrained Flange Adapters:

Manufacturer	Material	
	PVC C900-16	Ductile Iron
EBBA Iron Sales, Inc.	2100 Megaflange	2100 Megaflange
Ford/Uni-Flange	900	200, 400, 420

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25.0 Measurement & Payment:

There is no pay item for joint restraint systems. The cost of furnishing and installing joint restraints shall be included with and considered fully subsidiary to the unit bid price of the items that they restrain: pipe, valves, fittings, Etc.

26.0 Compression Brass Fittings Mueller or approved equal

Specifications for compression fittings for use with copper tubing. The following is a list of design features and / or benefits that must be incorporated into the design of the compression fitting for use in the City of Laredo Utilities Department.

- 26.1 Total assembly of fitting not required to make up a joint.
- 26.2 Some approved method of keeping the gasket from galling to the nut when tightening the nut to the desired torque.
- 26.3 An approved method of keeping the gasket from loading directly into the treads on the inside of the nut which can cause damage to the gasket, resulting in future leaks. This consists of a gasket iron dry coating such as Teflon or equal.
- 26.4 An approved method of keeping the gasket from being allowed to cold flow between the pipe and the fitting when the gasket is under a compression load.
- 26.5 An approved method of controlling the amount of torque required to obtain proper compression of the gasket to assure it is not over or under compressed. This should consist of a stop shoulder on the body of the fitting or another approved method, but should not include the use of a torque wrench.
- 26.6 An approved feature that assures high pull out strength that does not require a separate operation other than to tighten the compression nut.
- 26.7 Tensile pull out minimum values which a joint should be capable of holding when used with copper tube are:
 - ¾" - 2,000 pounds
 - 1" - 3,000 pounds
 - 1 ½" - 3,500 pounds
 - 2" - 4,000 pounds
- 26.8 All fittings are to comply with S.3874 (111th) Reduction of Lead in Drinking Water Act. (ANSI/NSF standard 61 Water Systems Components)
- 26.9 All 1 ½ and 2" corporation stop must fit all trapping drill machines. Mueller E-5 and D-5
- 26.10 Brand must be domestic made.

27.0 Full Circle Repair Clamps

The selected clamp shall be Smith-Blair, Inc., 221, 226, 227, 228 full circle clamps or approved equal.

- 27.1 The full circle repair clamp shall have an 18-8 type 304 stainless steel band. It shall be a minimum of 7.5" in width (5" minimum width for the 221). The lugs shall be made of high strength ductile iron per ASTM A536 and have a fusion bonded Flex Coat TM epoxy coating. The lugs shall be attached to the band by hemming the band and sliding it into the lug slot. The slot shall be cast into the lug base. The lug shall have a friction fit with the band, preventing it from sliding off yet allowing for easy removal and reattachment in case of installing the clamp in restricted spaces.

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- 27.2 The gasket shall be made of Nitrile (Buna N) specially compounded to resist water, oil, acids, alkalies, natural gas, most (aliphatic) hydrocarbon fluids, and many other chemicals. The temperature range of the gasket shall be - 20 degrees F thru + 180 degrees F. The gasket must have a bridge plate that helps the end of the clamp band to seal across the gap. The bridge plate shall be made of quarter-hard 304 stainless steel. It shall be recessed and bonded into the gasket. The gasket shall have a gridded pattern. The gasket shall be tapered on the ends and overlap for range capability. The bolts shall be 5/8" x 6" high strength low alloy per ANSI A21.11. At least one 5/8" x 6 7/8" bolt with a taller nut shall be furnished to help facilitate installation of clamps up thru 4.50" O.D. Heavy semi finished nuts meeting ASTM A563 shall be provided with the bolts. Multi-band clamps shall have all closed lugs except for one set of open and closed lugs to allow for easy opening and installation of the clamp. OPTIONAL -Stainless steel type 304 bolts and nuts. The nuts shall be fluoropolymer coated to prevent galling.
- 27.3 Meter cover, wall and body to be traffic rated H-20 as per DFW Plastic, DFW 1324 C-1A OR approve equal.
- 27.4 Meter cover, wall and body to be traffic rated H-20 as DFW 1017-IEAF or approve equal with City of Laredo (lettering) and Blue Lids.

28.0 Water Valves

This item to consist of valves furnished and installed as indicated. Unless otherwise indicated, all valves 4" and larger shall be AWWA type valves suitable design and fully equipped for service buried in earth, without need for further modification and shall be wrapped with 8 mil polyethylene film with all edges and laps securely taped to provide continuous wrap. Unless otherwise indicated, all valve stems shall be adjusted to situate the operating nut not less than 30" but not more than 36" below the proposed ground or paving surface of the finished project.

28.1 Materials

Contractor shall, as requested by the Utilities Director, submit descriptive information and evidence that materials and equipment Contractor proposes for incorporation into work is of the kind and quality that satisfies the specified functions and quality.

28.1.1 Iron Body Gate Valves, 6" to 12" shall comply with AWWA C509, resilient wedge gate valve.

28.1.2 Iron Body Gate Valves larger than 12", including Tapping Valve, shall conform to AWWA C515.

28.1.3 Stainless Steel Type 316 Tapping Sleeve:

28.1.3.1 Mechanical Joint end outlet and neck conforming to type 316 Stainless steel. The valve inlet flange shall have a machined projection or raised face complying with MSS SP-60 for accurate alignment to the mating recess in the tapping sleeve flange. Seat rings and body casting shall be over-sized as required to accommodate full size cutters; the outlet end shall be constructed and drilled to allow the drilling machine adapter to be attached directly to the valve.

28.1.3.2 Test plug 3/4" NPT shall be stainless steel type 316

28.1.3.3 Body, bolts, nuts shall be stainless steel type 316, nuts coated to prevent galling.

28.1.3.4 SBR Body gasket to be full circumferential with hydro mechanical outlet seal, bridge plate to be stainless steel type 316.

28.1.4 Samples, Inspection and Testing Requirements.

All tests and inspections called for by the applicable standards shall be performed by the manufacturer. Upon request, results of these tests shall be made available to the City.

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28.1.5 Other Requirements:

Each submittal shall be accompanied by:

Complete data covering the operator, including type and size, model number, etc., the manufacturer's name and address of his nearest service facility, the numbers of turns to fully open and close the valve, detailed instruction for calibrating the limit stops for open and closed positions and any other information which may be necessary to operate and maintain the operator.

- Complete dimensional data and installation instructions for the valve assembly as it is to be installed, including the operator.

- Complete replacement parts lists and drawings, identifying every part from both the valve and operator.

28.2 Valves

28.2.1 Stem Seals: All valves shall be approved O-ring type stem seals. At least two O-rings shall be in contact with the valve stem where it penetrates the valve body. All Valves must open counter clock and close clock wise.

28.2.2 Operation: All valves shall be approved O-ring type stem seals. At least two O-rings shall be in contact with the valve stem where it penetrates the valve body.

28.2.3 Gearing: Valves shall gear and, when necessary for proper bury depth and cover, shall be horizontal bevel-gear type enclosed in a lubricated gear case.

28.2.4 Bypass: Unless otherwise indicated, 16" and larger gate valve shall be equipped with a bypass of the non-rising stem type which meets the same AWWA standard required for the main valve.

28.2.5 Valve Ends: Valve ends shall be push-on, flanged or mechanical joint, as indicted or approved.

28.2.6 Gear Case: All geared valves shall have enclosed gear cases of the extended type, attached to the valve bonnet in a manner that makes it possible to replace the stem seal without disassembly and without disturbing the gears, bearing or gear lubricant. Gear cases shall be designed and fabricated with an opening to atmosphere so that water leakage past the stem seal does not enter the gear case.

28.2.7 Valve Body: Valves in 16" and larger sizes installed in the horizontal position shall have bronze rollers, tracks, scrapers, etc.

28.2.8 Bolts: The valves shall have bolts and nuts for the stuffing box and bonnet with the following compositions: type 316 stainless steel, nuts coated to prevent galling

28.2.9 Stem: The valve stem shall be made of bronze ASTM B-132 alloy C67600 bar stock material. The stem shall have at least one "anti-friction" thrust washer above and below the stem collar to reduce operating torque. Valves with cast stems or two piece stem collars are not acceptable.

28.2.10 Body thickness: The valve body, bonnet, stuffing box, and disc shall be composed of ASTM A-126 Class B grey iron or ASTM A395. The body and bonnet shall also adhere to the minimum wall thickness as set forth in Table 2, section 4.3.1 of AWWA C509.

28.2.11 Resilient wedge: The valve disc and guide lugs must be fully encapsulated in SBR ASTM D2000 rubber material. Guide caps of an acetal bearing material shall be placed over solid guide lugs to prevent abrasion and to reduce the operating torque.

28.2.12 Coatings: The valves shall have all internal and external ferrous surfaces coated with a fusion bonded thermosetting powder epoxy coating of 10 mils nominal thickness. The coating shall conform to AWWA C550.

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28.2.13 The valve type shall be NRS (non-rising stem) or OS&Y (outside screw & yoke) as specified.

28.2.14 The valve shall have an arrow cast on the operating nut or hand wheel showing opening direction. The direction of opening shall be as specified.

28.2.15 The NRS valves shall be provided with a 2" square operating nut and OS&Y valves shall be provided with a hand wheel. The bolt that attaches the operating nut to the stem shall be recessed into the operating nut so as not to interfere with valve wrench operation.

28.2.16 Warranty: The valves shall be warranted by the manufacturer against defects in materials or workmanship for a period of ten (10) years from the date of manufacture. The manufacturing facility for the valves must have current ISO certification.

29.0 Ductile Iron Pipe

29.1 Quality Assurance: Reference Standards:

29.1.1 AWWA C105, C110, C111, C115, C151, C153, C600, C651.

29.1.2 ASTM C33, C150

29.2 Submittals

Submit manufacturer's data on pipe furnished, indicating compliance with the Specifications regarding dimensions, thickness, weights, and materials. Where flanged pipe is called for, submit complete piping layout indicating the length of each flanged joint to be furnished.

30.0 Ductile Iron Pipe and Fittings

Ductile iron pressure pipe six inches (6") in diameter and larger shall conform to the current American National Standard Specifications for Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand Lined Molds, for Water or Other Liquids, AWWA C151 (A 21.51). The interior of the pipe shall be cement-mortar lining in accordance with the latest edition of ANSI/AWWA C104 Standard. All pipe shall be AWWA Class 150, or higher rated pipe.

30.1 Ductile iron pipe less than six inches (6") in diameter shall be prohibited.

30.2 Design Requirements:

30.2.1 The ductile iron shall conform in all respects to the Current Specification for Ductile Iron Castings, ASTM Designation A536.

30.2.2 Thickness Class: Ductile iron pipe shall be Class 52 minimum unless otherwise shown on the plans.

30.3 Joints:

All ductile iron pressure pipes shall be furnished with one of the following types of joints. Buried pipe shall be furnished with push on or mechanical joint ends unless otherwise noted. Exposed pipe shall be flanged.

TYPE OF JOINT	REFERENCE STANDARD
Push on Joint	AWWA C111
Mechanical Joint	AWWA C111
Flanged Ends	AWWA C110 & 115

30.3.1 All screwed flanges shall be ductile iron.

30.3.2 Provide restrained joint inside encasement

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- 30.4 **Coating and Lining:**
All ductile iron pipe and all fittings shall be bituminous coated outside in accordance with AWWA Standards, and polyethylene wrapped as per D 106.10.
- 30.5 **Underwriter's Approval:** Ductile iron pipe shall be approved by the Underwriter's Laboratory and shall be accepted by the State Fire Insurance Board for use in water distribution systems without penalty. All pipes shall be new.
- 30.6 **Bolts and Nuts:** Bolts and nuts for pipe mechanical joints shall be Type 316 stainless steel. Flange bolts and nuts for above ground installation shall conform to Type 304 stainless steel. Flange bolts and nuts for below ground or in a vault or submerged installations shall be Type 316 stainless steel.
- 30.7 **Flange Gaskets:** Flange gaskets shall be full faced and conform to Appendix A of AWWA C115.
- 30.8 **Execution:** Lay all pipes in accordance with AWWA C600, except as modified herein.
- 30.9 **Pipe Laying and Jointing:**
After the subgrade and embedment materials have been placed and the length of pipe has been placed in the trench, center the spigot in the bell and apply the pipe joint lubricant recommended by the pipe manufacturer. Force the spigot "home" using cables or excavating machinery. Use timbers to protect the bell of the joint from damage during jointing operation, especially when excavating machinery is used to force the pipe home.

Lay the pipe in such a fashion that the full length of the barrel of the pipe is resting on the embedment. Excavate bell holes so the bell of the pipe does not touch the bottom of the ditch. Take precautions to prevent dirt and embedment materials from entering the joint space. No blocking up of the pipe or joints will be permitted.
- 30.10 **Cutting of Pipe:** Saw cut pipe for closure pieces in a neat, workmanlike manner without damage to the pipe. Make each cut square to the centerline of the pipe and bevel the outside edge of the pipe at the cut to the same configuration and dimensions as the factory applied spigot level.
- 30.11 **Protection of Pipe:** At all times when pipe laying is not in progress, cover the open ends of the pipeline with a water tight cap to prevent water, debris, and animals from entering the pipe. Remove all foreign matter or dirt from the pipe during laying operations. Do not lay pipe in water or when trench conditions are unsuitable for such work.
- 30.12 **Polyethylene Tube Protection:** All buried cast iron and ductile iron pipe and fitting shall be provided with polyethylene tube protection. Install polyethylene tube according to AWWA C105. Completely cover all fitting and connections with 8 mil (minimum) low density polyethylene film or 4 mil (minimum) cross laminated high-density polyethylene meeting ANSI/AWWA Specification C-105 current, with all edges and laps taped securely to provide a continuous and watertight wrap. Repair all punctures of the polyethylene, including those caused in the placement of bedding aggregates, with duct tape to restore the continuous protective rap before backfilling.
- 30.13 **Hydrostatic Tests:** All pipe lines constructed under this contract before being accepted shall be tested with a hydraulic test according to Section 116 "Hydrostatic Tests for Pressure Mains".

The cost of testing and finding leaks and repairing the same and re-testing, if necessary, shall be at the expense of the Contractor. The water required to fill the lines shall be furnished by the Contractor.
- 30.14 **Line Disinfection:** The completed water line shall be disinfected according to Section 118 "Disinfection of Potable Water Mains".

The chlorinated water shall then be discharged from the water line and replaced with fresh potable water.

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The Contractor will furnish all labor materials and equipment necessary to complete the proper disinfection of the line and the cost of this operation shall be included in the bid price for installation of the distribution system.

30.15 **Measurement:** Ductile Iron pipe will be measured for payment in linear feet along the center line of the trench. No deduction will be made for valves and fittings.

30.16 **Payment:** Ductile Iron pipe will be paid for at the unit price per linear foot, complete in place, as provided in the proposal and contract. The contract price per linear foot shall be the total compensation for the furnishing of all labor, materials, tools, equipment, and incidentals necessary to complete work, including excavation, granular embedment material, backfill, and disposal of surplus materials, in accordance with the plans and these specifications.

31.0 Award of Contract

Submission and award of bid shall be based on the "Terms and Conditions of the Invitation for Bids", which is attached and is part of these specifications. This contract will be awarded by section total to the lowest responsible bidder or bidders based on the evaluation factors listed in the request for bid document, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

31.1 **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.

32.0 Term of Contract

The term of this contract shall be for a period of one (1) year beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one year period, it must so notify the City in writing no later than thirty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents.

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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.

33.0 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

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.

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

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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

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Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No.

Is any litigation pending against the Business? Yes / No.

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No.
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No.

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No.

Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No.

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify _____

This company is not a certified minority business: ☐

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

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36.0 Tab B Price Schedule

36.1 Section I -MJ Retainer Glands NOTE: All bolts, nuts and restraining rods shall be 316 Stainless Steel

Item	Description	QTY.	Unit Price	Ext. Total	Brand Name
1	6" M.J. Retainer gland w/access.	50	\$	\$	
2	8" M.J. Retainer gland w/access.	50	\$	\$	
3	12" M.J. Retainer gland w/access.	50	\$	\$	
4	16" M.J. Retainer gland w/access.	50	\$	\$	
5	6" M.J. Retainer joint for C900-16 PVC pipe w/ access	100	\$	\$	
6	8" M.J. Retainer joint for C900-16 PVC pipe w/ access	100	\$	\$	
7	12" Retainer for C900-16 w/ access	50	\$	\$	
8	16" Retainer for C900-16 w/ access	50	\$	\$	
9	8" Bell Restraint Harness for C900-16 PVC	25	\$	\$	
10	12" Bell Restraint Harness for C900-16 PVC	25	\$	\$	
Section I Total				\$	

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."

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36.2 Section II - Plastic & Cast Iron Meter Boxes, Plastic Meter Boxes

Item	Description	Qty	Unit Price	Ext. Total	Brand name
1	Polymer Plastic MeterBox 11"x17"x10" w/ Blue Lid/Knock out AMR Hole/Rebar/ Laredo Logo DFW1017-10-3EF 6450 LAR as per 27.3	1000	\$	\$	
2	Large Plastic Meter Box with Blue Cover 19" x25"x12" w/ 2 AMR holes DFW1600.12.3T2	150	\$	\$	
3	Polymer Plastic Blue Lid Only 26"x16" w/ two molded recessed knock out AMR holes DFW4241-3F2 6450-LID	800	\$	\$	
4	Large Polymer Plastic Meter Box 13" x24" x12" Black Polymer Box w/ Blue Overlay/ two recessed knock out AMR holes DFW1324C-12-3OF2 6450 as per 27.3	500	\$	\$	
5	Polymer Plastic Blue Lid only- Round- 12-1/2" Dia w/ recessed knock out AMR hole DFW18AMR-3QF 6450-LID	50	\$	\$	
6	1" x 5 1/4" valve box riser with lid	500	\$	\$	
7	2 1/4" x 5 1/4" valve box riser with lid	500	\$	\$	
8	18" x 24" adj. Valve box #461-s with lid	300	\$	\$	
9	24" x 36" adj. Valve box #562-s with lid	300	\$	\$	
10	Blue polymer Plastic Oval Lid Only (for 1017) w/Rebar/ Knock Out AMR Hole/ Laredo Logo DFW1017-3EF 6450 LAR-LID as per 27.3	3000	\$	\$	
11	Polymer Plastic Blue Lid only (for 1600) w/ two molded recessed knock out AMR holes DFW1600E-3F2 6450-LID	150	\$	\$	
12	Large Plastic Meter Box Only 19"x25"x12" DFW1600.12.Body	150	\$	\$	
13	Polymer Plastic Meterbox 11"x17"x10" only no lid DFW1017-10-BODY	300			
14	Polymer Plastic box for air release valves DFW38CNP-J26-AFIMS ARV	50			
Section III Total				\$	

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."

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36.3 Section III - Brass and Galvanized Fittings

Specification: National Standard Pipe Thread. Brass to be lead free and conform to AWWA requirements for potable water.

Item	Description	Qty	Unit Price	Ext. Total	Brand Name
1	1" x 1" std. Brass Bushing	5	\$	\$	
2	1" x 3/4" std. Brass Bushing	150	\$	\$	
3	2" x 1" std. Brass Bushing	30	\$	\$	
4	3/4" Brass coupling	150	\$	\$	
5	1" Brass coupling	50	\$	\$	
6	2" Brass coupling	50	\$	\$	
7	3/4" Brass 90 ELL	200	\$	\$	
8	1" Brass 90 ELL	100	\$	\$	
9	2" Brass 90 ELL	75	\$	\$	
10	3/4" Brass closed nipple	100	\$	\$	
11	3/4" X 6" Brass nipple	100	\$	\$	
12	3/4" X 3" Brass nipple	75	\$	\$	
13	3/4" X 4" Brass nipple	100	\$	\$	
14	3/4" X 6" Brass nipple	100	\$	\$	
15	3/4" X 8" Brass nipple	75	\$	\$	
16	3/4" X 10" Brass nipple	30	\$	\$	
17	3/4" X 12" Brass nipple	50	\$	\$	
18	1" Brass closed nipple	25	\$	\$	
19	1" X 6" Brass nipple	25	\$	\$	
20	1 1/2" x 3" Brass nipple	10	\$	\$	
21	1 1/2" X 8" Brass nipple	5	\$	\$	
22	1 1/2" X 12" Brass nipple	10	\$	\$	
23	2" Brass closed nipple	25	\$	\$	
24	2" X 3" Brass nipple	25	\$	\$	
25	2" x 6" Brass Nipple	50	\$	\$	
26	2" x 8" brass Nipple	50	\$	\$	
27	2" x 12" Brass Nipple	50	\$	\$	
28	5/8" x 3/4" x 1" Angle Curb Stops E1527 1x3/4	300	\$	\$	
29	1" x 5/8" x 3/4" angle curb stops H-14258	300	\$	\$	
Section III Total				\$	

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."

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36.4 Section IV Full Circle Repair Clamps

Item	Description	Size	Qty	Unit Price	Ext. Total	Brand Name
1	#226 Full Circle Clamp	6" X 10"	120	\$	\$	
2	#227 Full Circle Clamp	6" X 10"	10	\$	\$	
3	#226 Full Circle Clamp	6" X 12-1/2"	50	\$	\$	
4	#227 Full Circle Clamp	6" X 12-1/2"	50	\$	\$	
5	Clamp	6" X 12-1/2" X 1cc	5	\$	\$	
6	#226 Full Circle Clamp	6" X 15"	40	\$	\$	
7	#227 Full Circle Clamp	6" X 15"	5	\$	\$	
8	Clamp	6" X 15" X 1cc	5	\$	\$	
9	#226 Full Circle Clamp	6" X 20"	75	\$	\$	
10	#227 Full Circle Clamp	6" X 20"	5	\$	\$	
11	#226 Full Circle Clamp	6" X 30"	25	\$	\$	
12	#227 Full Circle Clamp	6" X 30"	5	\$	\$	
13	#226 Full Circle Clamps	6" X 7-1/2"	125	\$	\$	
14	#227 Full Circle Clamp	6" X 7-1/2"	10	\$	\$	
15	AC Pipe Clamp	6" X 7-1/2"	10	\$	\$	
16	Clamp	6" X 7-1/2" X 1cc	10	\$	\$	
17	#226 Full Circle Clamp	8" X 10"	75	\$	\$	
18	#227 Full Circle Clamp	8" X 10"	10	\$	\$	
19	#226 Full Circle Clamp	8" X 12-1/2"	30	\$	\$	
20	#227 Full Circle Clamp	8" X 12-1/2"	10	\$	\$	
21	Clamp	8" X 12-1/2" X 1cc	5	\$	\$	
22	#226 Full Circle Clamp	8" X 15"	30	\$	\$	
23	#227 Full Circle Clamp	8" X 15"	10	\$	\$	
24	Clamps	8" X 15" X 1cc	50	\$	\$	
25	#226 Full Circle Clamp	8" X 20"	30	\$	\$	
26	#227 Full Circle Clamp	8" X 20"	10	\$	\$	
27	#226 Full Circle Clamp	8" X 30"	50	\$	\$	
28	#226 Full Circle Clamp	8" X 7-1/2"	40	\$	\$	
29	#227 Full Circle Clamp	8" X 7-1/2"	10	\$	\$	
30	#226 Full Circle Clamp	12" X 7-1/2"	25	\$	\$	
31	#226 Full Circle Clamp	12" X 10"	15	\$	\$	
32	#226 Full Circle Clamp	12" X 15"	20	\$	\$	
33	#226 Full Circle Clamp	12" X 20"	20	\$	\$	
34	#226 Full Circle Clamp	12" X 30"	5	\$	\$	
35	#228 Full Circle Clamp	14" X 15"	10	\$	\$	
36	#228 Full Circle Clamp	14" X 20"	5	\$	\$	
37	#228 Full Circle Clamp	16" X 10"	10	\$	\$	
38	#228 Full Circle Clamp	16" X 15"	10	\$	\$	
39	#228 Full Circle Clamp	16" X 20"	15	\$	\$	
40	#228 Full Circle Clamp	16" X 30"	10	\$	\$	
41	#228 Full Circle Clamp	20" X 30"	2	\$	\$	
42	Redi Clamp	1" X 3"	25	\$	\$	
43	Redi Clamp	1-1/2" X 3"	10	\$	\$	
44	Full Circle Clamp	2" X 12"-1/2"	50	\$	\$	
45	Full Circle Clamp	2" X 7-1/2"	100	\$	\$	

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46	Full Circle - Collar Leak Clamp	2" X 7-1/2"	20	\$	\$	
47	Redi Clamp	2" X 3"	40	\$	\$	
48	Full Circle Clamp	3" X 7-1/2"	15	\$	\$	
49	Redi Clamp	3/4" X 3"	25	\$	\$	
50	Full Circle Clamp	4" X 7-1/2"	15	\$	\$	
51	Redi Clamp	1" X 6"	12	\$	\$	
52	Redi Clamp	1-1/2" X 6"	12	\$	\$	
53	Redi Clamp	2" X 6"	12	\$	\$	
54	Redi Clamp	3/4" X 6"	12	\$	\$	
55	6- Romac Alpha Restraint	6.90-7.10 x 6.60-7.00 x 12 SSFE Epoxy 316 SS	20	\$	\$	
56	8-Alpha Restraint	6.90-7.10 x 6.60-7.00 x 12 SSFE Epoxy 316 SS	20	\$	\$	
Section V Total					\$	

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."

37.0 Tab C- Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040**, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from
[http://www.ethics.state.tx.us/whatsnew/conflict forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict%20forms.htm).

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact Miguel A. Pescador, Purchasing Agent at 956-794-1731

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☐ HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Name _____

Signature _____

Date _____

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received _____

1 Name of person who has a business relationship with local governmental entity.

☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

Date

CITY OF LAREDO
PURCHASING DIVISION
AFFIDAVIT

38.0 **Tab D**

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is _____
(a Partner or officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this _____ day of _____ 20_____.

Notary Public

My commission expires:



Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

*1. Name of person submitting this disclosure form.

First: _____ M.I. _____ Last: _____ Suffix: _____

a) Contract or project name: _____

b) Originating department: _____

*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:

☐ 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:

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***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council any candidate for City Council, or to any political action committee that contributes to City Council elections:

- a) any individual seeking contract with the city (Question 3)
- b) any owner or officer of entity seeking contract with the city (Question 3)
- c) any individual or owner or officer of any entity listed above as a partner, parent, or subsidiary business (Question 4)
- d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
- e) the spouse of any individual listed in response to (a) through (d) above
- f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☐ Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

☐ List of contributors: _____

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest.**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/ commission member that has not or will not be raised by these city officials?

☐ I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflict(s) of interest: _____

***Acknowledgements**

☐ Updates Required

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than 5 business days after any changes has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

☐ No Contact with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

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***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

☐ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

☐ I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your Name: _____ Title: _____

Company Name or DBA: _____ Date: _____

Please fill this form out online, print and completed form and submit with
proposal to originating department. All questions must be answered.

If necessary to mail, sent to:

City of Laredo
P.O. Box 579
Laredo, Texas 78042-0579

**CITY OF LAREDO
PURCHASING DIVISION**

40.0 Tab F

CERTIFICATE OF INTERESTED PARTIES			FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.				
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.				
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.				
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		
		Controlling	Intermediary	
5 Check only if there is NO Interested Party. <input type="checkbox"/>				
6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.				
<div style="text-align: right; margin-bottom: 10px;"> _____ Signature of authorized agent of contracting business entity </div> <div style="margin-bottom: 10px;"> AFFIX NOTARY STAMP / SEAL ABOVE </div> <div style="margin-bottom: 10px;"> Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office. </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> _____ Signature of officer administering oath </div> <div style="width: 30%;"> _____ Printed name of officer administering oath </div> <div style="width: 30%;"> _____ Title of officer administering oath </div> </div>				
ADD ADDITIONAL PAGES AS NECESSARY				

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Adopted 10/5/2015

**CITY OF LAREDO
PURCHASING DIVISION**

41.0 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 March 12, 2020; and all bids received will be opened and read publicly at 10:00 AM at the Office of the City Secretary on March 13, 2020.

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

**Bid: Mechanical Joint Fittings, Valve Boxes, & Pipe Tubing
FY20-045**

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:** 04/06/2020**Initiated By:** Robert A. Eads, Co-Interim City Manager**Staff Source:** Riazul I. Mia, P.E., CFM**SUBJECT**

Authorizing the City Manager to approve Change Order #1 in the net amount of (\$12,570.62), accepting the project as complete and release of retainage in the amount of \$109,946.47 to Davila Construction, Inc, San Antonio, Texas for the North Laredo Wastewater Treatment Plant Administration Building Project. This change order is a credit for unused remaining portion of allowance for the project. The new contract sum amounts to \$2,198,929.38, and contract period is at 308 calendar days. Funding is available in the 2017 Sewer Revenue Bond.

PREVIOUS COUNCIL ACTION

City Council on September 17, 2018 approved the award of contract to Davila Construction, Inc. in the amount of \$2,211,500.00 with a contract time of 180 working days for the North Laredo Wastewater Treatment Plant Administration Building Project.

BACKGROUND

This change order is for the credit or deduct of (\$12,570.62) for unused portion of allowance for the project.

Contract	Amount (\$)	Contract Time (Working Days)
Original Contract	\$2,211,150.00	180
Change Order #1	(\$12,570.62)	128 (for Allowances)
Total.....	\$2,198,929.38	308

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

To approve Motion

Fiscal Impact**Fiscal Year:** 2020**Budgeted Y/N?:** Y

Source of Funds: 2017 Sewer revenue Bond

Account #: 559-4298-538-0430

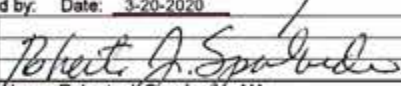
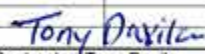
Change Order: Exceeds 25% Y/N: N

FINANCIAL IMPACT:

Funding is available in the 2017 Sewer revenue Bond account No.
559-4298-538-0430

Attachments

CO #1

City of Laredo Utilities Department				Change Order No.: #1	
				Date: 1/20/2020	
Project: <u>City of Laredo NLWWTP Administration Building</u>					
Contractor: <u>Davila-Romo Contractors</u>					
<u>520 Bonham</u>					
<u>San Antonio, Texas</u>					
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.					
Change Order No. 1					
ITEM No.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	DIRECT COST
1	Aquarium unloading, rental equipment and interior tank miscs accessories	LS	1	\$6,677.23	\$6,677.23
2	Credit from Contingency Allowance balance No. 3	LS	1	(\$19,247.85)	(\$19,247.85)
Total					(\$12,570.62)
TOTAL WORKING DAYS ADDED		0			
Original Allowance:		\$125,000.00			
Allowance #3 Total		\$5,800.00			
Allowance #2 Total		\$15,969.99			
Allowance #1 Total (Previously Approved)		\$83,982.16			
Allowance Remaining:		\$19,247.85			
Noted Added Working Days to be approved on C.O. No. 1		0			
Original Contract:		\$2,211,500.00		Original Contract Time: 180 Working Days	
Total Increase:		\$0.00		Extension Contract Time: 21 Working Days	
Total Decrease:		(\$12,570.62)		Previous Cont. Allowance: 107 Working Days	
Current contract amount :		\$2,198,929.38		Current contract time including this Cont. Allowance: 308 Working Days	
Justification:					
The added items were not included in the original bid item list and are now requested by Owner. Credit balance at Close Out.					
Recommended by: Date: 3-20-2020		Accepted by: Date:			
					
Name: Roberto J. Sepulveda, AIA Sepulveda Associates Architects, Inc.		Contractor: Tony Davila Davila Construction, Inc.			
Approved by: Date:		Approved by: Date:			
Riazul I. Mia, P.E., CFM Director of Utilities Department		Xavier A Charles Assistant City Attorney			
Approved by: Date:		Approved by: Date:			
Robert A. Eads City Manager					

AIA[®]Document G701[™] – 2001

Change Order No. 1

PROJECT: (Name and address)	PROJECT NUMBER: 2017-02	OWNER <input type="checkbox"/>
North Laredo Wastewater Treatment Plant Administration Center 1701 Shiloh Rd. Laredo, Texas 78045	CONTRACT FOR: \$2,211,500.00	ARCHITECT <input type="checkbox"/>
	CONTRACT DATE: 9-17-2018	CONTRACTOR <input type="checkbox"/>
TO OWNER: (Name and address)	TO CONTRACTOR: (Name and address)	FIELD <input type="checkbox"/>
City of Laredo 1110 Houston Street Laredo, Texas 78040	Davila Construction Company 520 Bonham San Antonio, Texas 78205	OTHER <input type="checkbox"/>

The Contract is changed as follows:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

1. Aquarium unloading, rental equipment and interior tank misc. accessories = \$ 6,677.23
2. Credit from Contingency Allowance Balance No. 3 = (\$19,247.85)

The original (Contract Sum) (Guaranteed Maximum Price) was	\$ 2,211,500.00
The net change by previously authorized Change Order	\$ 0.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$ 2,211,500.00
The original (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged)	
by this Change Order in the amount of	\$ 12,570.62
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$ 2,198,929.38
The Contract Time will be (increased) (decreased) (unchanged) by	(0) days
The date of Substantial Completion as of the date of this Change Order therefore is	10-17-2019

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price Which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Sepulveda Assoc. Architects, Inc.
ARCHITECT (Firm name)

1820 Houston St. Laredo Tx.

ADDRESS

BY (Signature)

Roberto J. Sepulveda, AIA President

(Typed name)

3-10-2020

DATE

Davila Construction Company
CONTRACTOR (Firm name)

520 Bonham San Antonio, Tx.

ADDRESS

BY (Signature)

Tony Davila

(Typed name)

03/11/20

DATE

City of Laredo

OWNER (Firm name)

1010 Houston St., Laredo, Tx.

ADDRESS

BY (Signature)

(Typed name)

DATE

CAUTION: You should sign an original AIA Contract Document, on which this text appears RED. An original assures that changes will not be obscured.

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PROPOSAL



PROJECT: Wastewater Treatment Plant
Administration Building 2815 Shiloh

Proposal 017

Att'n: Roberto Sepulveda
Sepulveda Associates Architects

DATE: 3/11/2020
Reference: 017

Nature of Proposal:

Romo Contractors shall provide equipment, labor and supervision necessary for:

Item No.	Description of Changes - Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
1.-	Provide a Forklift equipment for move and re-install Aquarium metal base.	\$ -	\$844.23
2.-	WiFi enabled leak detection kit additional modules.	\$ -	\$368.00
3.-	Soundproofing interior panels	\$ -	\$690.00
4.-	Additional Deco Additional sand, taller plants, rock.	\$ -	\$529.00
5.-	Upgraded air blower system with air diffuser and air check valve. (Additional aeration).	\$ -	\$552.00
6.-	Additional schedule.	\$ -	\$92.00
7.-	Plumbing fittings	\$ -	\$529.00
8.-	WiFi enabled auto feeding system.	\$ -	\$253.00
9.-	3 Additional days of labor.	\$ -	\$2,070.00
10.-	Add the window glass tint to the slatted glass at vestibule.	\$ -	\$750.00
TOTAL =			\$6,677.23

PROPOSED BY:

Juan Carlos Rodriguez-Project Manager
Davila Construction

ACCEPTED BY:

Roberto Sepulveda
Sepulveda Associates Architects

Owner's Representative

City Council-Regular**Meeting Date:** 04/06/2020**Initiated By:** Robert A. Eads, Co-Interim City Manager**Staff Source:** Riazul I. Mia, P.E., CFM, Utilities Director

SUBJECT

Authorizing the City Manager for the award of a construction contract to the lowest responsible bidder, Romo Contractors, Laredo, Texas in the amount of \$168,000.00 for the Creek Erosion Control Project Near Station 312+81. The contract time is one hundred (100) working days. Funding is available in the 2016 Water Revenue Bond.

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The Creek Erosion Control Project Near Station 312+81 was sent out for bidding on February 2, 2020 and closed on March 5, 2020. Bids opened on March 6, 2020. Scope of work includes construction of an erosion control matting throughout the creek located near Station 312+81 of the 60-inch Transmission Water Main as per plans and specifications prepared by Black & Veatch Corporation. There were a total of Four(4) bidders that submitted bids for the project.

The bids received are as follows:

Bid Number	Bidder's Name	Bid Amount (\$)
1	ABBA Construction	\$264,818.00
2	Azar Services, LLC	\$236,300.00
3	ERS od MS, Inc	\$767,000.00
4	Romo Contractors	\$168,000.00

The Consultant (Black & Veatch Corporation) is recommending the award of the project to Romo Contractors, Laredo, Texas for the Base Bid amount of \$168,000.00.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

To approve motion as recommended by consultant and it being the most advantageous bid.

Fiscal Impact

Fiscal Year: 2020

Budgeted Y/N?: Y

Source of Funds: 2016 Water Revenue Bond

Account #: 557-4183-535-9301

Change Order: Exceeds 25% Y/N: N

FINANCIAL IMPACT:

Funding is available in the 2016 Water Revenue Bond account # 557-4183-535-9301

Attachments

Recommendation



March 23, 2020

B&V Project 164538-02.1000

City of Laredo Utilities
5816 Daugherty
Laredo, TX 78041

Attention: William "Shew" Lim, P.E.

Subject: Creek Erosion Control Project Bid Results and Recommendations

Black & Veatch has reviewed the bid information for the three lowest bidders, ABBA Construction, Azar Services, and Romo Contractors, for the Creek Erosion Control Project Near Station 312+81. The bids have been reviewed for completeness of documentation provided, detail of information provided, and costs compared to the Engineers Opinion of Probable Construction Cost (EOPCC). Black & Veatch has updated our EOPCC to include the design revisions implemented by addendum no. 1 during the bid phase. Our final EOPCC is \$250,464.00. The bid information for the highest bidder, ERS of MS, INC., was not reviewed due to its cost being significantly higher than the other bidders.

Romo Contractors:

Romo Contractors was the lowest bidder on this project with a bid total of \$168,000. The following is a review of their submitted bid information:

1. Completeness of Bid Information:
 - a. Statement of Materials and other Charges provided.
 - b. Proposal (Section A-5) was submitted and signed.
 - c. Bid bond submitted as a Cashier's Check.
 - d. Bid form was completed and signed.
 - e. Addendum No. 1 was acknowledged.
2. Information from Bidder:
 - a. Similar projects appear to be in line with current project and occurred within the past 5 years.
 - b. The named superintendent only has two years of experience with Romo Contractors, of which all the projects listed are renovation/remodeling type projects for either residential or commercial properties. The superintendent is not listing any of the referenced projects provided by the Contractor within his resume.
 - c. They indicate that the progress schedule is attached, but nothing was provided. Obtaining a progress schedule would be a requirement before starting construction to confirm that the contractor can complete the project in the allotted timeframe.
 - d. Contractor just lists basic equipment that will be utilized during construction, missing type, capacity, age. This may be acceptable for this project.
 - e. Contractor listed a sub-contractor that will be utilized but did not list the manufacturers of proposed materials.
3. Cost Comparison:
 - a. The Basis of Bid cost form was completed correctly and is the apparent low bidder.
 - b. The bidder was about \$90,500 less than the updated EOPCC or about 36% lower



**Azar Services, LLC:**

Azar Services, LLC was the second lowest bidder on this project with a bid total of \$236,300. The following is a review of their submitted bid information:

1. Completeness of Bid Information:
 - a. Statement of Materials and other Charges provided.
 - b. Proposal (Section A-5) was submitted and signed.
 - c. Bid bond submitted on separate bid bond form provided by an Oklahoma Surety Company with required seals. There is no amount indicated just "Five percent of the greatest amount bid (5% G.A.B)" Checklist for Bidders specifically asks for the surety company to be qualified and licensed by the State of Texas. This surety is from Oklahoma, further evaluation would be required to determine if they are licensed in Texas.
 - d. Bid form was incomplete. This is a major piece of the proposal and with it missing, would potentially be cause for rejection of bid.
 - e. Addendum No. 1 was acknowledged.
2. Information from Bidder:
 - a. Similar projects appear to be in line with current project, although two are currently active. This could lead to potential limitations with labor/staff.
 - b. Minimal experience record for superintendent.
 - c. No proposed progress schedule provided. Obtaining a progress schedule would be a requirement before starting construction.
 - d. Equipment data provided should be acceptable for this project.
 - e. No sub-contractors provided. No sources and manufacturers of proposed materials were provided.
3. Cost Comparison:
 - a. The Basis of Bid cost form was completed correctly.
 - b. The bidder was about \$14,000 less than the EOPCC or about 6% lower.

ABBA Construction:

ABBA Construction was the third lowest bidder on this project with a bid total of \$264,818. The following is a review of their submitted bid information:

1. Completeness of Bid Information:
 - a. Statement of Materials and other Charges provided.
 - b. Proposal (Section A-5) was submitted and signed.
 - c. Bid bond provided by RLI Insurance Company an Illinois Surety Company with required seals. There is no amount indicated just "Five percent of amount bid" Checklist for Bidders specifically asks for the surety company to be qualified and licensed by the State of Texas. This surety is from Illinois, further evaluation would be required to determine if they are licensed in Texas.
 - d. Bid form was completed and signed.
 - e. Addendum No. 1 was acknowledged.





2. Information from Bidder:
 - a. Similar projects appear to be in line with current project and occurred within the past 5 years. Multiple other projects were provided in addition, which also provide relevant experience.
 - b. Experience records given for president and project manager were satisfactory, showing at least 10 years of experience within the industry.
 - c. Proposed progress schedule provided completing the work within the anticipated duration.
 - d. Equipment data table provided with all requested information.
 - e. Subcontractors, sources and manufactures of proposed materials were provided.
3. Cost Comparison:
 - a. The Basis of Bid cost form was completed correctly.
 - b. The bidder was about \$10,400 more than the EOPCC or about 4% higher.

Recommendation:

Based on the documentation provided by Romo Contractor's, they provided most of the relevant documentation. They forgot to attach a project schedule, so it would be imperative to have them provide this prior to the council meeting to ensure that they can complete the project within the contract duration. Their superintendent doesn't have many years of experience with Romo Contractors, which could be problematic for him to manage the project. This would just require additional attention and monitoring in the field with a local inspector. The other concern is how significantly low their bid was in relation to Black & Veatch's revised EOPCC and the next bidders in line. This potentially may be from them not incorporating the necessary materials/equipment to perform the tasks at hand or they may have a better understanding of how to construct the project in a more efficient manner.

Black & Veatch believes that Romo Contractor's is a satisfactory selection to complete this project with close supervision and by monitoring the schedule for the duration of the project.

If you have any additional questions, please let me know.

Very truly yours,
BLACK & VEATCH CORPORATION

Lou Portillo, P.E., Project Engineer

cc:

Riazul Mia, P.E., City of Laredo

Arturo Garcia, P.E., City of Laredo



City Council-Regular

Meeting Date: 04/06/2020

Staff Source: Robert A. Eads, City Manager

SUBJECT

Discussion with possible action on an update of the finances and operations due to COVID-19, and any other matters incident thereto.

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

N/A

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

N/A

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Contingent on any action taken.

City Council-Regular

Meeting Date: 04/06/2020

Initiated By: Rosario Cabello, Co-Interim City Manager

Staff Source: Melina E. Bermudez, Human Resources Director; Claudio Treviño Jr., Police Chief; Zaida Gonzalez, Employee Health Services Administrator

SUBJECT

Discussion with possible action to consider a seventh (7th) request for an extension of Injury Leave with pay in accordance with 143.073(b) of the Texas Local Government Code for Patrol Officer Jesus A. Garcia Perez. Total number of days out as of March 21, 2020 pay period: 476 days. Human Resources and Police Department do not recommend extension.

PREVIOUS COUNCIL ACTION

First request for an extension (33 work days from July 25, 2018 to September 7, 2018) granted by City Council on August 06, 2018.

Second request for an extension (30 work days from September 10, 2018 to October 19, 2018) granted by City Council on September 04, 2018.

Third request for an extension (25 work days from October 22, 2018 to November 23, 2018) granted by City Council on October 15, 2018.

Fourth request for an extension (45 work days from November 26, 2018 to January 25, 2019) granted by City Council on December 03, 2018.

Fifth request for an extension (20 work days from January 28, 2019 to February 22, 2019) granted by City Council on January 22, 2019.

Sixth request for an extension (36 work days from December 13, 2019 to January 30, 2020) granted by City Council on January 21, 2020.

BACKGROUND

Patrol Officer Jesus A. Garcia Perez suffered a work related injury on December 11, 2016.

July 11, 2018 - 260th Day

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

49 working days from February 24, 2020 to April 30, 2020. Work days recommended may be subject to minor variations depending on medical assessment and/or employee work schedule.

City Council-Regular

Meeting Date: 04/06/2020

Staff Source: Kristina L. Hale, City Attorney

SUBJECT

Request for Executive Session pursuant to Texas Government Code Section 551.074 to deliberate the duties and contractual terms of the City Manager's employment contract and any matters related thereto, and return to open session for possible action.

VENDOR INFORMATION FOR COMMITTEE AGENDA

N/A

PREVIOUS COUNCIL ACTION

N/A

BACKGROUND

N/A

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

N/A

Fiscal Impact

Fiscal Year: 2020
Budgeted Y/N?: Y
Source of Funds: General Fund
Account #: 101-1200-511-1110
Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Contingent on any action taken during discussion.

City Council-Regular

Meeting Date: 04/06/2020

Staff Source: Kristina L. Hale, City Attorney

SUBJECT

Request for Executive Session pursuant to Texas Government Code Section 551.071(1)(A) to consult with City Attorney and relating to the Engagement Agreement between the City of Laredo and Davidson Trolio Ream & Garza regarding the claims arising out of the construction of the El Pico Water Treatment Plant in Laredo, Texas filed in Lawsuit 2018CVF001299-D2 pending the 111th District Court, Webb County, Texas, and to return to open session for possible action.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

None.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

None.

City Council-Regular

Meeting Date: 04/06/2020

Staff Source: Kristina L. Hale, City Attorney

SUBJECT

Request for Executive Session pursuant to Texas Government Code 551.072 related to the Offer to Sell Real Property of La Grulla Tract in the amount \$355,494.00 for 15.464 acres owned by the City of Laredo along the Rio Grande River for the purpose of conducting environmental assessments and property surveys, including the right to temporarily store, move and remove necessary equipment and supplies; survey, stake out, appraise, bore and take soil and/or water samples, and perform any other such work which may be necessary and incidental to the Government's assessment of the Property for Border Infrastructure Projects in the Laredo Sector area of responsibility.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

None.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

None.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Proceeds will be deposited into Sale of Land revenue account in Utilities.

City Council-Regular

Meeting Date: 04/06/2020

Staff Source: Kristina L. Hale, City Attorney

SUBJECT

Request for Executive Session pursuant to Texas Government Code 551.071(1)(A) to consult with attorney on contemplated litigation involving Civil No. 5:20-CV-031; United States of America v. 982.6891 Acres of Land, more or less, situated in Webb County, State of Texas, and City of Laredo; pending in the United States District Court for the Southern District of Texas Laredo Division; and return to open session for possible action.

VENDOR INFORMATION FOR COMMITTEE AGENDA

None.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

None.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

None.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Contingent on any action taken during discussion.

City Council-Regular

Meeting Date: 04/06/2020

Initiated By: Robert A. Eads, City Manager

Staff Source: Claudia San Miguel, Transit General Manager

SUBJECT

2020-RT-05 Authorizing the City Manager to submit a grant application to the Federal Transit Administration (FTA) in the amount of \$9,988,345.00 FY2020 Section 5307 Urbanized Area authorized under the new Coronavirus Aid, Relief, and Economic Security Act (CARES Act), published L. 116-136 March 27, 2020. Funding will be provided at a 100% federal share with no local match required, and will be available to support capital, operating and other expenses generally eligible under those programs to prevent, prepare for, and respond to COVID-19.

PREVIOUS COUNCIL ACTION

None.

BACKGROUND

The U.S. Department of Transportation's Federal Transit Administration (FTA) announced a total of \$25 billion in federal funding allocations to help the nation's public transportation systems respond to the Coronavirus Disease 2019 (COVID-19). Funding is provided through the Coronavirus Aid, Relief, and Economic Security (CARES) Act, signed by President Donald J. Trump on March 27, 2020. Funding will be provided at a 100 percent federal share, with no local match required, and will be available to support capital, operating, and other expenses generally eligible under those programs to prevent, prepare for, and respond to COVID-19.

In addition to the \$25 billion funding allocation announced today, FTA has taken a number of steps to support the transit industry during this public health emergency, including expanding the eligibility of federal assistance available under FTA's Emergency Relief Program to help transit agencies respond to COVID-19 in states where the Governor has declared an emergency.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Staff recommends to authorize the City Manager to submit a grant application to the Federal Transit Administration FY2020 CARES Act. Funds will be utilized as per FTA guidelines to Prevent, Prepare for, and Respond to COVID-19. Funds to be utilized for Operating Costs to Maintain Public Transportation Services and to help cope with Lost Revenues due to Coronavirus.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

No financial impact at the moment.

Attachments

Resolution No. 2020-RT-05

FY2020 Section 5307 CARES Act Apportionments

RESOLUTION NO. 2020-RT-05

AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION IN THE AMOUNT OF \$9,988,345 TO THE FEDERAL TRANSIT ADMINISTRATION (FTA) FY2020 SECTION 5307 URBANIZED AREA AUTHORIZED UNDER THE NEW CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT (CARES ACT), PUB. L.116-136, MARCH 27, 2020). FUNDING WILL BE PROVIDED AT A 100% FEDERAL SHARE, WITH NO LOCAL MATCH REQUIRED, AND WILL BE AVAILABLE TO SUPPORT CAPITAL, OPERATING, AND OTHER EXPENSES GENERALLY ELIGIBLE UNDER THOSE PROGRAMS TO PREVENT, PERPARE FOR , AND RESPOND TO COVID-019.

WHEREAS, the City of Laredo, Texas, authorizes the City Manager to submit a grant application to the Federal Transit Administration Section 5307 Urbanized Area NEW CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT (CARES ACT); and

WHEREAS, the Federal Transit Administration through the Department of Transportation (DOT) is prepared to award a grant to the City of Laredo, as authorized by statue 49 U.S.C. 5307, in the amount of \$9,988,345 for Fiscal Year 2020.

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

Section 1. the City Manager is authorized to submit a grant application the Federal Transit Administration Grant of Section 5307 funds in the amount of \$9,988,345 and

Section 2. the City Manager is authorized to execute all necessary documents relating the said Grant; and

Section 3. the grant funds shall be deposited in the Laredo Transit Operating Fund.

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

PETE SAENZ
MAYOR

ATTEST:

JOSE A. VALDEZ, JR.

CITY SECRETARY

APPROVED AS TO FORM:

BY _____
KRISTINA LAUREL HALE
CITY ATTORNEY

FEDERAL TRANSIT ADMINISTRATION

TABLE 2

**FY 2020 CARES ACT SECTION 5307 URBANIZED AREA APPORTIONMENTS
(including funds apportioned under 5337 and 5340)¹**

The total available amount for a program is based on the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), (Pub. L. 116-136, Mar 27, 2020).

Note: This table shows the amounts attributable to each State of a Multi-State Urbanized Area over 200,000 in population. Designated recipients shall continue to sub-allocate funds allocated to an urbanized area based on a locally determined process, consistent with Section 5307 statutory requirements. Each State's share of a multi-state urbanized area was calculated on the basis of the percentage of population attributable to the States in the UZA, as determined by the 2010 Census.

URBANIZED AREA/STATE	APPORTIONMENT
1,000,000 or more in Population	\$17,508,584,615
200,000 - 999,999 in Population	\$3,417,548,617
50,000 - 199,999 in Population	\$1,770,158,432
National Total	\$22,696,291,664

Amounts Apportioned to Urbanized Areas

1,000,000 or more in Population:

<u>Atlanta, GA</u>	\$370,947,760
<u>Austin, TX</u>	\$104,057,727
<u>Baltimore, MD</u>	\$385,511,664
<u>Boston, MA-NH-RI</u>	\$883,963,957
Massachusetts	\$875,853,557
New Hampshire	\$8,078,567
Rhode Island	\$31,833
<u>Charlotte, NC-SC</u>	\$63,620,890
North Carolina	\$60,524,710
South Carolina	\$3,096,180
<u>Chicago, IL-IN</u>	\$1,481,734,139
Illinois	\$1,430,312,048
Indiana	\$51,422,091
<u>Cincinnati, OH-KY-IN</u>	\$57,339,245
Ohio	\$45,389,982
Kentucky	\$11,587,728
Indiana	\$361,535
<u>Cleveland, OH</u>	\$123,467,325
<u>Columbus, OH</u>	\$53,174,170
<u>Dallas-Fort Worth-Arlington, TX</u>	\$318,629,129
<u>Denver-Aurora, CO</u>	\$209,393,920
<u>Detroit, MI</u>	\$133,892,582
<u>Houston, TX</u>	\$258,569,336
<u>Indianapolis, IN</u>	\$44,567,016
<u>Jacksonville, FL</u>	\$42,553,101
<u>Kansas City, MO-KS</u>	\$51,271,164
Missouri	\$29,592,282
Kansas	\$21,678,882
<u>Las Vegas-Henderson, NV</u>	\$112,263,863
<u>Los Angeles-Long Beach-Anaheim, CA</u>	\$1,215,978,439
<u>Memphis, TN-MS-AR</u>	\$35,687,809

FEDERAL TRANSIT ADMINISTRATION

TABLE 2

**FY 2020 CARES ACT SECTION 5307 URBANIZED AREA APPORTIONMENTS
(including funds apportioned under 5337 and 5340)¹**

The total available amount for a program is based on the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), (Pub. L. 116-136, Mar 27, 2020).

Note: This table shows the amounts attributable to each State of a Multi-State Urbanized Area over 200,000 in population. Designated recipients shall continue to sub-allocate funds allocated to an urbanized area based on a locally determined process, consistent with Section 5307 statutory requirements. Each State's share of a multi-state urbanized area was calculated on the basis of the percentage of population attributable to the States in the UZA, as determined by the 2010 Census.

URBANIZED AREA/STATE	APPORTIONMENT
Tennessee	\$30,580,056
Mississippi	\$3,883,604
Arkansas	\$1,224,149
<u>Miami, FL</u>	\$454,725,282
<u>Milwaukee, WI</u>	\$62,363,348
<u>Minneapolis-St. Paul, MN-WI</u>	\$226,499,058
Minnesota	\$226,481,413
Wisconsin	\$17,645
<u>New York-Newark, NY-NJ-CT</u>	\$5,437,225,776
New York	\$3,790,512,656
New Jersey	\$1,475,746,282
Connecticut	\$170,966,838
<u>Orlando, FL</u>	\$93,372,699
<u>Philadelphia, PA-NJ-DE-MD</u>	\$879,074,361
Pennsylvania	\$700,514,215
New Jersey	\$124,045,850
Delaware	\$49,655,777
Maryland	\$4,858,519
<u>Phoenix-Mesa, AZ</u>	\$188,416,721
<u>Pittsburgh, PA</u>	\$162,133,877
<u>Portland, OR-WA</u>	\$201,925,350
Oregon	\$176,302,899
Washington	\$25,622,451
<u>Providence, RI-MA</u>	\$123,999,409
Rhode Island	101,223,097
Massachusetts	22,776,312
<u>Riverside-San Bernardino, CA</u>	\$137,566,673
<u>Sacramento, CA</u>	\$112,136,861
<u>Salt Lake City-West Valley City, UT</u>	\$112,091,799
<u>San Antonio, TX</u>	\$93,287,276
<u>San Diego, CA</u>	\$314,267,559
<u>San Francisco-Oakland, CA</u>	\$822,593,563
<u>San Jose, CA</u>	\$196,849,871
<u>San Juan, PR</u>	\$96,100,590
<u>Seattle, WA</u>	\$520,621,224
<u>St. Louis, MO-IL</u>	\$151,531,678
Missouri	\$133,524,916
Illinois	\$18,006,762
<u>Tampa-St. Petersburg, FL</u>	\$91,119,942
<u>Virginia Beach, VA</u>	\$63,837,553
<u>Washington, DC-VA-MD</u>	\$1,020,220,909
Virginia	\$248,902,420
Maryland	\$235,661,687

FEDERAL TRANSIT ADMINISTRATION

TABLE 2

**FY 2020 CARES ACT SECTION 5307 URBANIZED AREA APPORTIONMENTS
(including funds apportioned under 5337 and 5340)¹**

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URBANIZED AREA/STATE	APPORTIONMENT
District of Columbia	\$535,656,802
Total	\$17,508,584,615

Amounts Apportioned to Urbanized Areas 200,000 to 1 million in Population:

<u>Aberdeen-Bel Air South-Bel Air North, MD</u>	\$10,122,304
<u>Aquadilla-Isabela-San Sebastián, PR</u>	\$7,475,140
<u>Akron, OH</u>	\$23,034,772
<u>Albany-Schenectady, NY</u>	\$39,549,269
<u>Albuquerque, NM</u>	\$79,845,589
<u>Allentown, PA-NJ</u>	\$24,013,392
Pennsylvania	\$21,864,588
New Jersey	\$2,148,804
<u>Anchorage, AK</u>	\$111,153,332
<u>Ann Arbor, MI</u>	\$20,803,052
<u>Antioch, CA</u>	\$35,371,186
<u>Appleton, WI</u>	\$7,425,047
<u>Asheville, NC</u>	\$8,605,369
<u>Atlantic City, NJ</u>	\$49,024,900
<u>Augusta-Richmond County, GA-SC</u>	\$8,817,549
Georgia	\$6,452,633
South Carolina	\$2,364,916
<u>Bakersfield, CA</u>	\$23,796,604
<u>Barnstable Town, MA</u>	\$31,933,539
<u>Baton Rouge, LA</u>	\$17,651,475
<u>Birmingham, AL</u>	\$21,450,875
<u>Boise City, ID</u>	\$12,883,588
<u>Bonita Springs, FL</u>	\$9,188,742
<u>Bridgeport-Stamford, CT-NY</u>	\$83,472,138
Connecticut	\$79,993,097
New York	\$3,479,041
<u>Brownsville, TX</u>	\$7,599,697
<u>Buffalo, NY</u>	\$61,307,439
<u>Canton, OH</u>	\$11,428,977
<u>Cape Coral, FL</u>	\$18,126,384
<u>Charleston-North Charleston, SC</u>	\$16,893,186
<u>Chattanooga, TN-GA</u>	\$11,936,761
Tennessee	\$9,593,528
Georgia	\$2,343,233
<u>Colorado Springs, CO</u>	\$21,562,532
<u>Columbia, SC</u>	\$15,295,748
<u>Columbus, GA-AL</u>	\$9,195,915

FEDERAL TRANSIT ADMINISTRATION

TABLE 2

**FY 2020 CARES ACT SECTION 5307 URBANIZED AREA APPORTIONMENTS
(including funds apportioned under 5337 and 5340)¹**

The total available amount for a program is based on the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), (Pub. L. 116-136, Mar 27, 2020).

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URBANIZED AREA/STATE	APPORTIONMENT
Georgia	\$6,987,789
Alabama	\$2,208,126
<u>Concord, CA</u>	\$161,096,284
<u>Concord, NC</u>	\$6,039,627
<u>Conroe-The Woodlands, TX</u>	\$9,538,252
<u>Corpus Christi, TX</u>	\$16,359,362
<u>Davenport, IA-IL</u>	\$13,056,770
Iowa	\$6,922,569
Illinois	\$6,134,201
<u>Dayton, OH</u>	\$81,351,601
<u>Denton-Lewisville, TX</u>	\$23,461,867
<u>Des Moines, IA</u>	\$19,259,409
<u>Durham, NC</u>	\$23,160,264
<u>El Paso, TX-NM</u>	\$40,781,532
Texas	\$39,238,031
New Mexico	\$1,543,501
<u>Eugene, OR</u>	\$25,533,427
<u>Evansville, IN-KY</u>	\$7,559,446
Indiana	\$6,618,244
Kentucky	\$941,202
<u>Fayetteville, NC</u>	\$9,857,732
<u>Fayetteville-Springdale-Rogers, AR-MO</u>	\$7,731,764
Arkansas	\$7,731,712
Missouri	\$52
<u>Flint, MI</u>	\$19,049,485
<u>Fort Collins, CO</u>	\$12,787,733
<u>Fort Wayne, IN</u>	\$9,131,459
<u>Fresno, CA</u>	\$32,479,792
<u>Grand Rapids, MI</u>	\$28,359,064
<u>Green Bay, WI</u>	\$6,415,260
<u>Greensboro, NC</u>	\$14,211,786
<u>Greenville, SC</u>	\$9,713,049
<u>Gulfport, MS</u>	\$6,178,669
<u>Harrisburg, PA</u>	\$27,341,803
<u>Hartford, CT</u>	\$78,765,542
<u>Hickory, NC</u>	\$4,944,146
<u>Huntington, WV-KY-OH</u>	\$6,479,939
West Virginia	\$3,578,542
Kentucky	\$1,818,432
Ohio	\$1,082,965
<u>Huntsville, AL</u>	\$6,830,268
<u>Indio-Cathedral City, CA</u>	\$16,055,891
<u>Jackson, MS</u>	\$8,183,321

FEDERAL TRANSIT ADMINISTRATION

TABLE 2

**FY 2020 CARES ACT SECTION 5307 URBANIZED AREA APPORTIONMENTS
(including funds apportioned under 5337 and 5340)¹**

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Note: This table shows the amounts attributable to each State of a Multi-State Urbanized Area over 200,000 in population. Designated recipients shall continue to sub-allocate funds allocated to an urbanized area based on a locally determined process, consistent with Section 5307 statutory requirements. Each State's share of a multi-state urbanized area was calculated on the basis of the percentage of population attributable to the States in the UZA, as determined by the 2010 Census.

URBANIZED AREA/STATE	APPORTIONMENT
<u>Kalamazoo, MI</u>	<u>\$9,074,494</u>
<u>Kennewick-Pasco, WA</u>	<u>\$18,973,077</u>
<u>Killeen, TX</u>	<u>\$6,203,424</u>
<u>Kissimmee, FL</u>	<u>\$13,308,386</u>
<u>Knoxville, TN</u>	<u>\$18,423,476</u>
<u>Lafayette, LA</u>	<u>\$7,129,789</u>
<u>Lake Tahoe Region, CA-NV</u>	<u>\$8,664,857</u>
California	\$5,968,148
Nevada	\$2,696,709
<u>Lakeland, FL</u>	<u>\$7,023,403</u>
<u>Lancaster, PA</u>	<u>\$48,079,296</u>
<u>Lancaster-Palmdale, CA</u>	<u>\$47,875,609</u>
<u>Lansing, MI</u>	<u>\$18,343,421</u>
<u>Laredo, TX</u>	<u>\$9,988,345</u>
<u>Lexington-Fayette, KY</u>	<u>\$13,810,482</u>
<u>Lincoln, NE</u>	<u>\$9,845,106</u>
<u>Little Rock, AR</u>	<u>\$14,979,949</u>
<u>Louisville/Jefferson County, KY-IN</u>	<u>\$42,426,008</u>
Kentucky	\$36,306,537
Indiana	\$6,119,471
<u>Lubbock, TX</u>	<u>\$9,604,633</u>
<u>Madison, WI</u>	<u>\$24,498,820</u>
<u>McAllen, TX</u>	<u>\$20,151,646</u>
<u>Mission Viejo-Lake Forest-San Clemente, CA</u>	<u>\$42,599,365</u>
<u>Mobile, AL</u>	<u>\$8,833,150</u>
<u>Modesto, CA</u>	<u>\$15,120,442</u>
<u>Montgomery, AL</u>	<u>\$7,610,574</u>
<u>Murrieta-Temecula-Menifee, CA</u>	<u>\$14,423,497</u>
<u>Myrtle Beach-Socastee, SC-NC</u>	<u>\$4,965,256</u>
South Carolina	\$4,498,589
North Carolina	\$466,667
<u>Nashua, NH-MA</u>	<u>\$5,031,112</u>
New Hampshire	\$4,675,099
Massachusetts	\$356,013
<u>Nashville-Davidson, TN</u>	<u>\$75,737,828</u>
<u>New Haven, CT</u>	<u>\$65,158,838</u>
<u>New Orleans, LA</u>	<u>\$58,271,742</u>
<u>Norwich-New London, CT-RI</u>	<u>\$11,472,096</u>
Connecticut	\$10,261,409
Rhode Island	\$1,210,687
<u>Ogden-Layton, UT</u>	<u>\$49,428,793</u>
<u>Oklahoma City, OK</u>	<u>\$26,118,852</u>
<u>Omaha, NE-IA</u>	<u>\$24,162,926</u>

FEDERAL TRANSIT ADMINISTRATION

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URBANIZED AREA/STATE	APPORTIONMENT
Nebraska	\$21,884,422
Iowa	\$2,278,504
<u>Oxnard, CA</u>	\$41,148,230
<u>Palm Bay-Melbourne, FL</u>	\$15,478,622
<u>Palm Coast-Daytona Beach-Port Orange, FL</u>	\$14,614,999
<u>Pensacola, FL-AL</u>	\$10,325,232
Florida	\$10,137,924
Alabama	\$187,308
<u>Peoria, IL</u>	\$10,259,898
<u>Port St. Lucie, FL</u>	\$10,033,505
<u>Portland, ME</u>	\$53,022,637
<u>Poughkeepsie-Newburgh, NY-NJ</u>	\$83,440,191
New York	\$81,508,564
New Jersey	\$1,931,627
<u>Provo-Orem, UT</u>	\$25,655,102
<u>Raleigh, NC</u>	\$36,424,633
<u>Reading, PA</u>	\$10,530,531
<u>Reno, NV-CA</u>	\$20,828,544
Nevada	\$20,828,072
California	\$472
<u>Richmond, VA</u>	\$35,817,860
<u>Roanoke, VA</u>	\$8,108,703
<u>Rochester, NY</u>	\$36,310,380
<u>Rockford, IL</u>	\$9,317,070
<u>Round Lake Beach-McHenry-Grayslake, IL-WI</u>	\$32,716,880
Illinois	\$31,094,458
Wisconsin	\$1,622,422
<u>Salem, OR</u>	\$15,668,434
<u>Santa Clarita, CA</u>	\$20,865,603
<u>Santa Rosa, CA</u>	\$20,641,448
<u>Sarasota-Bradenton, FL</u>	\$23,688,238
<u>Savannah, GA</u>	\$10,799,534
<u>Scranton, PA</u>	\$14,186,648
<u>Shreveport, LA</u>	\$11,323,615
<u>South Bend, IN-MI</u>	\$20,278,678
Indiana	\$18,682,756
Michigan	\$1,595,922
<u>Spokane, WA</u>	\$23,440,069
<u>Springfield, MA-CT</u>	\$42,814,254
Massachusetts	\$36,615,416
Connecticut	\$6,198,838
<u>Springfield, MO</u>	\$7,633,199
<u>Stockton, CA</u>	\$33,734,638

FEDERAL TRANSIT ADMINISTRATION

TABLE 2

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URBANIZED AREA/STATE	APPORTIONMENT
<u>Syracuse, NY</u>	<u>\$21,343,263</u>
<u>Tallahassee, FL</u>	<u>\$9,743,172</u>
<u>Thousand Oaks, CA</u>	<u>\$18,272,209</u>
<u>Toledo, OH-MI</u>	<u>\$18,870,900</u>
Ohio	\$17,820,132
Michigan	\$1,050,768
<u>Trenton, NJ</u>	<u>\$69,925,281</u>
<u>Tucson, AZ</u>	<u>\$44,285,722</u>
<u>Tulsa, OK</u>	<u>\$19,669,217</u>
<u>Urban Honolulu, HI</u>	<u>\$84,844,371</u>
<u>Victorville-Hesperia, CA</u>	<u>\$24,756,254</u>
<u>Visalia, CA</u>	<u>\$17,204,690</u>
<u>Wichita, KS</u>	<u>\$14,021,668</u>
<u>Wilmington, NC</u>	<u>\$6,856,517</u>
<u>Winston-Salem, NC</u>	<u>\$15,261,567</u>
<u>Winter Haven, FL</u>	<u>\$5,133,340</u>
<u>Worcester, MA-CT</u>	<u>\$38,410,637</u>
Massachusetts	\$36,356,649
Connecticut	\$2,053,988
<u>York, PA</u>	<u>\$9,458,943</u>
<u>Youngstown, OH-PA</u>	<u>\$12,365,754</u>
Ohio	\$11,106,926
Pennsylvania	\$1,258,828
Total	<u>\$3,417,548,617</u>

Amounts Apportioned to State Governors for Urbanized Areas 50,000 to 199,999 in Population:

¹ The CARES Act provides funding to the Section 5307 Urbanized Area Formula Grant program through the formulas identified in Section 5336, Section 5337 - State of Good Repair, and Section 5340 Growing States and High Density Formula Factors. These amounts are combined to show a single amount. An area's apportionment amount includes regular Section 5307 funds, Small Transit Intensive Cities funds, Section 5337 State of Good Repair, and Section 5340 Growing States and High Density States formula funds, as appropriate.

<u>Alabama</u>	<u>\$25,023,576</u>
Anniston-Oxford, AL	\$3,582,050
Auburn, AL	\$3,156,205
Daphne-Fairhope, AL	\$1,992,086
Decatur, AL	\$2,678,574
Dothan, AL	\$2,659,981
Florence, AL	\$2,946,627
Gadsden, AL	\$2,241,726
Tuscaloosa, AL	\$5,766,327

FEDERAL TRANSIT ADMINISTRATION

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URBANIZED AREA/STATE	APPORTIONMENT
<u>Alaska</u>	<u>\$4,872,413</u>
Fairbanks, AK	\$4,872,413
<u>Arizona</u>	<u>\$35,700,404</u>
Avondale-Goodyear, AZ	\$9,620,003
Casa Grande, AZ	\$2,572,245
Flagstaff, AZ	\$7,202,736
Lake Havasu City, AZ	\$2,329,937
Prescott Valley-Prescott, AZ	\$3,592,646
Sierra Vista, AZ	\$2,245,873
Yuma, AZ-CA	\$8,136,964
<u>Arkansas</u>	<u>\$16,071,001</u>
Conway, AR	\$2,780,124
Fort Smith, AR-OK	\$5,325,193
Hot Springs, AR	\$2,134,571
Jonesboro, AR	\$2,633,991
Pine Bluff, AR	\$2,190,687
Texarkana-Texarkana, TX-AR	\$1,006,435
<u>California</u>	<u>\$272,066,537</u>
Arroyo Grande-Grover Beach, CA	\$4,755,669
Camarillo, CA	\$4,048,903
Chico, CA	\$6,938,634
Davis, CA	\$10,308,599
Delano, CA	\$5,987,583
El Centro-Calexico, CA	\$10,590,846
El Paso de Robles (Paso Robles)-Atascadero, CA	\$4,473,987
Fairfield, CA	\$7,843,042
Gilroy-Morgan Hill, CA	\$4,556,863
Hanford, CA	\$8,932,310
Hemet, CA	\$9,841,873
Livermore, CA	\$4,644,967
Lodi, CA	\$5,532,640
Lompoc, CA	\$3,810,420
Madera, CA	\$6,440,671
Manteca, CA	\$6,830,739
Merced, CA	\$9,261,967
Napa, CA	\$7,855,928
Petaluma, CA	\$3,463,064
Porterville, CA	\$7,503,272
Redding, CA	\$5,025,333

FEDERAL TRANSIT ADMINISTRATION

TABLE 2

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URBANIZED AREA/STATE	APPORTIONMENT
Salinas, CA	\$15,663,253
San Luis Obispo, CA	\$7,117,427
Santa Barbara, CA	\$16,390,496
Santa Cruz, CA	\$13,289,699
Santa Maria, CA	\$12,320,580
Seaside-Monterey, CA	\$9,277,217
Simi Valley, CA	\$7,955,434
Tracy, CA	\$7,101,511
Turlock, CA	\$6,457,633
Vacaville, CA	\$6,945,509
Vallejo, CA	\$11,381,346
Watsonville, CA	\$7,396,241
Woodland, CA	\$4,695,805
Yuba City, CA	\$7,366,125
Yuma, AZ-CA	\$60,951
<u>Colorado</u>	<u>\$41,660,719</u>
Boulder, CO	\$11,612,002
Grand Junction, CO	\$5,408,461
Greeley, CO	\$7,228,214
Lafayette-Louisville-Erie, CO	\$3,510,141
Longmont, CO	\$7,737,883
Pueblo, CO	\$6,164,018
<u>Connecticut</u>	<u>\$65,526,255</u>
Danbury, CT-NY	\$30,610,983
Waterbury, CT	\$34,915,272
<u>Delaware</u>	<u>\$10,973,807</u>
Dover, DE	\$8,952,725
Salisbury, MD-DE	\$2,021,082
<u>Florida</u>	<u>\$84,786,419</u>
Deltona, FL	\$8,222,365
Fort Walton Beach-Navarre-Wright, FL	\$7,849,017
Gainesville, FL	\$12,950,047
Homosassa Springs-Beverly Hills-Citrus Springs, FL	\$3,632,893
Lady Lake-The Villages, FL	\$4,592,123
Leesburg-Eustis-Tavares, FL	\$5,262,415
North Port-Port Charlotte, FL	\$6,787,267
Ocala, FL	\$6,329,057
Panama City, FL	\$5,962,415
Sebastian-Vero Beach South-Florida Ridge, FL	\$6,140,263

FEDERAL TRANSIT ADMINISTRATION

TABLE 2

**FY 2020 CARES ACT SECTION 5307 URBANIZED AREA APPORTIONMENTS
(including funds apportioned under 5337 and 5340)¹**

The total available amount for a program is based on the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), (Pub. L. 116-136, Mar 27, 2020).

Note: This table shows the amounts attributable to each State of a Multi-State Urbanized Area over 200,000 in population. Designated recipients shall continue to sub-allocate funds allocated to an urbanized area based on a locally determined process, consistent with Section 5307 statutory requirements. Each State's share of a multi-state urbanized area was calculated on the basis of the percentage of population attributable to the States in the UZA, as determined by the 2010 Census.

URBANIZED AREA/STATE	APPORTIONMENT
Sebring-Avon Park, FL	\$2,469,344
Spring Hill, FL	\$6,511,525
St. Augustine, FL	\$2,900,745
Titusville, FL	\$2,393,441
Zephyrhills, FL	\$2,783,502
<u>Georgia</u>	<u>\$49,685,668</u>
Albany, GA	\$3,896,127
Athens-Clarke County, GA	\$9,067,731
Brunswick, GA	\$1,984,936
Cartersville, GA	\$2,673,035
Dalton, GA	\$3,178,138
Gainesville, GA	\$5,588,480
Hinesville, GA	\$2,196,672
Macon, GA	\$6,451,295
Rome, GA	\$5,456,603
Valdosta, GA	\$3,186,716
Warner Robins, GA	\$6,005,935
<u>Hawaii</u>	<u>\$13,835,543</u>
Kahului, HI	\$7,864,323
Kailua (Honolulu County)-Kaneohe, HI	\$5,971,220
<u>Idaho</u>	<u>\$20,949,294</u>
Coeur d'Alene, ID	\$4,547,613
Idaho Falls, ID	\$4,191,157
Lewiston, ID-WA	\$1,399,544
Nampa, ID	\$7,409,030
Pocatello, ID	\$3,401,950
<u>Illinois</u>	<u>\$55,731,910</u>
Alton, IL-MO	\$3,399,152
Beloit, WI-IL	\$827,501
Bloomington-Normal, IL	\$9,179,551
Cape Girardeau, MO-IL	\$21,575
Carbondale, IL	\$4,265,679
Champaign, IL	\$12,144,666
Danville, IL-IN	\$2,968,440
Decatur, IL	\$6,168,433
DeKalb, IL	\$3,570,889
Dubuque, IA-IL	\$170,944
Kankakee, IL	\$5,384,484
Kenosha, WI-IL	\$222

FEDERAL TRANSIT ADMINISTRATION

TABLE 2

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URBANIZED AREA/STATE	APPORTIONMENT
Springfield, IL	\$7,630,374
<u>Indiana</u>	<u>\$46,026,506</u>
Anderson, IN	\$3,463,338
Bloomington, IN	\$7,829,963
Columbus, IN	\$2,489,132
Elkhart, IN-MI	\$5,894,199
Kokomo, IN	\$2,670,876
Lafayette, IN	\$11,120,224
Michigan City-La Porte, IN-MI	\$2,807,381
Muncie, IN	\$5,687,073
Terre Haute, IN	\$4,064,320
<u>Iowa</u>	<u>\$35,898,003</u>
Ames, IA	\$7,028,397
Cedar Rapids, IA	\$8,142,405
Dubuque, IA-IL	\$3,641,599
Iowa City, IA	\$8,331,763
Sioux City, IA-NE-SD	\$3,799,481
Waterloo, IA	\$4,954,358
<u>Kansas</u>	<u>\$16,697,263</u>
Lawrence, KS	\$7,125,825
Manhattan, KS	\$2,861,929
St. Joseph, MO-KS	\$128,604
Topeka, KS	\$6,580,905
<u>Kentucky</u>	<u>\$13,430,705</u>
Bowling Green, KY	\$3,415,865
Clarksville, TN-KY	\$814,943
Elizabethtown-Radcliff, KY	\$4,362,293
Owensboro, KY	\$4,837,604
<u>Louisiana</u>	<u>\$28,843,231</u>
Alexandria, LA	\$3,247,221
Hammond, LA	\$2,375,664
Houma, LA	\$6,043,127
Lake Charles, LA	\$5,346,394
Mandeville-Covington, LA	\$3,333,371
Monroe, LA	\$4,794,982
Slidell, LA	\$3,702,472
<u>Maine</u>	<u>\$7,350,737</u>

FEDERAL TRANSIT ADMINISTRATION

TABLE 2

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URBANIZED AREA/STATE	APPORTIONMENT
Bangor, ME	\$4,003,122
Dover-Rochester, NH-ME	\$295,217
Lewiston, ME	\$2,531,264
Portsmouth, NH-ME	\$521,134
<u>Maryland</u>	<u>\$40,342,909</u>
Cumberland, MD-WV-PA	\$3,226,237
Frederick, MD	\$9,449,396
Hagerstown, MD-WV-PA	\$6,318,473
Lexington Park-California-Chesapeake Ranch Estates, MD	\$4,261,859
Salisbury, MD-DE	\$5,797,286
Waldorf, MD	\$6,967,222
Westminster-Eldersburg, MD	\$4,322,436
<u>Massachusetts</u>	<u>\$27,371,666</u>
Leominster-Fitchburg, MA	\$9,758,556
New Bedford, MA	\$11,934,567
Pittsfield, MA	\$5,678,543
<u>Michigan</u>	<u>\$47,434,170</u>
Battle Creek, MI	\$3,957,490
Bay City, MI	\$3,819,425
Benton Harbor-St. Joseph-Fair Plain, MI	\$2,375,782
Elkhart, IN-MI	\$37,073
Holland, MI	\$4,136,466
Jackson, MI	\$3,724,164
Michigan City-La Porte, IN-MI	\$25,461
Midland, MI	\$2,970,243
Monroe, MI	\$2,126,086
Muskegon, MI	\$7,194,325
Port Huron, MI	\$6,544,640
Saginaw, MI	\$5,550,311
South Lyon-Howell, MI	\$4,972,704
<u>Minnesota</u>	<u>\$27,288,086</u>
Duluth, MN-WI	\$6,366,509
Fargo, ND-MN	\$2,503,844
Grand Forks, ND-MN	\$527,329
La Crosse, WI-MN	\$322,515
Mankato, MN	\$2,737,439
Rochester, MN	\$7,241,881
St. Cloud, MN	\$7,588,569

FEDERAL TRANSIT ADMINISTRATION

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URBANIZED AREA/STATE	APPORTIONMENT
<u>Mississippi</u>	<u>\$6,544,812</u>
Hattiesburg, MS	\$3,050,370
Pascagoula, MS	\$3,494,442
<u>Missouri</u>	<u>\$23,713,661</u>
Alton, IL-MO	\$3,216
Cape Girardeau, MO-IL	\$3,680,117
Columbia, MO	\$6,505,074
Jefferson City, MO	\$2,315,861
Joplin, MO	\$3,176,485
Lee's Summit, MO	\$3,751,725
St. Joseph, MO-KS	\$4,281,183
<u>Montana</u>	<u>\$14,330,665</u>
Billings, MT	\$5,358,483
Great Falls, MT	\$3,030,190
Missoula, MT	\$5,941,992
<u>Nebraska</u>	<u>\$2,936,050</u>
Grand Island, NE	\$2,187,878
Sioux City, IA-NE-SD	\$748,172
<u>Nevada</u>	<u>\$3,725,309</u>
Carson City, NV	\$3,725,309
<u>New Hampshire</u>	<u>\$12,222,111</u>
Dover-Rochester, NH-ME	\$3,034,973
Manchester, NH	\$6,791,282
Portsmouth, NH-ME	\$2,395,856
<u>New Jersey</u>	<u>\$16,043,208</u>
East Stroudsburg, PA-NJ	\$23,688
Twin Rivers-Hightstown, NJ	\$4,684,039
Villas, NJ	\$4,428,599
Vineland, NJ	\$6,906,882
<u>New Mexico</u>	<u>\$15,752,684</u>
Farmington, NM	\$2,161,017
Las Cruces, NM	\$6,026,321
Los Lunas, NM	\$2,250,299
Santa Fe, NM	\$5,315,047
<u>New York</u>	<u>\$44,781,107</u>

FEDERAL TRANSIT ADMINISTRATION

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URBANIZED AREA/STATE	APPORTIONMENT
Binghamton, NY-PA	\$10,740,911
Danbury, CT-NY	\$522,254
Elmira, NY	\$3,796,301
Glens Falls, NY	\$3,458,374
Ithaca, NY	\$7,076,312
Kingston, NY	\$2,932,326
Middletown, NY	\$3,283,813
Saratoga Springs, NY	\$3,233,328
Utica, NY	\$6,703,973
Watertown, NY	\$3,033,515
<u>North Carolina</u>	\$38,472,209
Burlington, NC	\$6,282,434
Gastonia, NC-SC	\$6,500,047
Goldsboro, NC	\$2,325,649
Greenville, NC	\$5,308,433
High Point, NC	\$7,595,341
Jacksonville, NC	\$4,232,938
New Bern, NC	\$1,860,043
Rocky Mount, NC	\$4,367,324
<u>North Dakota</u>	\$15,075,108
Bismarck, ND	\$3,766,362
Fargo, ND-MN	\$7,936,636
Grand Forks, ND-MN	\$3,372,110
<u>Ohio</u>	\$28,210,751
Lima, OH	\$2,877,930
Lorain-Elyria, OH	\$7,895,873
Mansfield, OH	\$3,050,997
Middletown, OH	\$4,183,573
Newark, OH	\$3,319,130
Parkersburg, WV-OH	\$314,948
Springfield, OH	\$3,700,111
Weirton-Steubenville, WV-OH-PA	\$1,577,933
Wheeling, WV-OH	\$1,290,256
<u>Oklahoma</u>	\$9,634,009
Fort Smith, AR-OK	\$98,689
Lawton, OK	\$4,477,949
Norman, OK	\$5,057,371
<u>Oregon</u>	\$24,838,250

FEDERAL TRANSIT ADMINISTRATION

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URBANIZED AREA/STATE	APPORTIONMENT
Albany, OR	\$2,815,285
Bend, OR	\$3,871,978
Corvallis, OR	\$7,354,971
Grants Pass, OR	\$2,300,237
Longview, WA-OR	\$136,724
Medford, OR	\$7,711,666
Walla Walla, WA-OR	\$647,389
<u>Pennsylvania</u>	<u>\$64,042,264</u>
Altoona, PA	\$3,729,939
Binghamton, NY-PA	\$136,499
Bloomsburg-Berwick, PA	\$2,238,356
Chambersburg, PA	\$1,941,221
Cumberland, MD-WV-PA	\$1,282
East Stroudsburg, PA-NJ	\$3,432,328
Erie, PA	\$12,021,621
Hagerstown, MD-WV-PA	\$367,387
Hanover, PA	\$2,838,992
Hazleton, PA	\$2,507,307
Johnstown, PA	\$4,571,937
Lebanon, PA	\$3,241,505
Monessen-California, PA	\$2,630,114
Pottstown, PA	\$4,057,968
State College, PA	\$9,521,576
Uniontown-Connellsville, PA	\$3,554,674
Weirton-Steubenville, WV-OH-PA	\$11,932
Williamsport, PA	\$7,237,626
<u>Puerto Rico</u>	<u>\$58,250,078</u>
Arecibo, PR	\$6,065,170
Fajardo, PR	\$16,883,994
Florida-Imbéry-Barceloneta, PR	\$3,106,588
Guayama, PR	\$3,778,840
Juana Díaz, PR	\$3,556,420
Mayaguez, PR	\$6,735,359
Ponce, PR	\$9,083,389
San Germán-Cabo Rojo-Sabana Grande, PR	\$4,763,966
Yauco, PR	\$4,276,352
<u>South Carolina</u>	<u>\$26,364,898</u>
Anderson, SC	\$2,753,677
Florence, SC	\$3,480,661
Gastonia, NC-SC	\$6,227

FEDERAL TRANSIT ADMINISTRATION

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URBANIZED AREA/STATE	APPORTIONMENT
Hilton Head Island, SC	\$2,417,808
Mauldin-Simpsonville, SC	\$4,669,345
Rock Hill, SC	\$3,843,387
Spartanburg, SC	\$6,437,756
Sumter, SC	\$2,756,037
<u>South Dakota</u>	<u>\$11,628,327</u>
Rapid City, SD	\$3,638,543
Sioux City, IA-NE-SD	\$251,535
Sioux Falls, SD	\$7,738,249
<u>Tennessee</u>	<u>\$29,784,268</u>
Bristol-Bristol, TN-VA	\$1,327,028
Clarksville, TN-KY	\$5,566,290
Cleveland, TN	\$2,559,239
Jackson, TN	\$3,665,835
Johnson City, TN	\$4,457,856
Kingsport, TN-VA	\$3,610,817
Morristown, TN	\$2,146,805
Murfreesboro, TN	\$6,450,398
<u>Texas</u>	<u>\$119,807,426</u>
Abilene, TX	\$5,139,361
Amarillo, TX	\$9,896,702
Beaumont, TX	\$6,263,891
College Station-Bryan, TX	\$8,830,021
Galveston, TX	\$4,675,290
Harlingen, TX	\$6,087,342
Lake Jackson-Angleton, TX	\$3,258,575
Longview, TX	\$3,810,441
McKinney, TX	\$8,844,174
Midland, TX	\$5,561,592
Odessa, TX	\$5,956,054
Port Arthur, TX	\$6,223,057
San Angelo, TX	\$4,238,812
San Marcos, TX	\$6,429,168
Sherman, TX	\$3,482,218
Temple, TX	\$3,873,665
Texarkana-Texarkana, TX-AR	\$2,035,594
Texas City, TX	\$4,293,542
Tyler, TX	\$5,337,067
Victoria, TX	\$3,067,809
Waco, TX	\$7,950,262

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URBANIZED AREA/STATE	APPORTIONMENT
Wichita Falls, TX	\$4,552,789
<u>Utah</u>	<u>\$10,032,026</u>
Logan, UT	\$5,320,058
St. George, UT	\$4,711,968
<u>Vermont</u>	<u>\$7,682,069</u>
Burlington, VT	\$7,682,069
<u>Virgin Islands</u>	<u>\$4,100,960</u>
Virgin Islands, VI 1	\$4,100,960
<u>Virginia</u>	<u>\$47,205,359</u>
Blacksburg, VA	\$7,725,465
Bristol-Bristol, TN-VA	\$1,224,415
Charlottesville, VA	\$7,121,504
Fredericksburg, VA	\$7,535,930
Harrisonburg, VA	\$5,428,507
Kingsport, TN-VA	\$145,892
Lynchburg, VA	\$7,606,439
Staunton-Waynesboro, VA	\$2,265,539
Williamsburg, VA	\$5,159,502
Winchester, VA	\$2,992,166
<u>Washington</u>	<u>\$64,188,941</u>
Bellingham, WA	\$8,786,277
Bremerton, WA	\$11,716,276
Lewiston, ID-WA	\$889,362
Longview, WA-OR	\$3,585,637
Marysville, WA	\$6,126,677
Mount Vernon, WA	\$5,882,521
Olympia-Lacey, WA	\$10,465,977
Walla Walla, WA-OR	\$3,452,453
Wenatchee, WA	\$7,015,726
Yakima, WA	\$6,268,035
<u>West Virginia</u>	<u>\$26,734,946</u>
Beckley, WV	\$2,301,692
Charleston, WV	\$7,765,204
Cumberland, MD-WV-PA	\$92,669
Hagerstown, MD-WV-PA	\$2,763,303
Morgantown, WV	\$7,967,212
Parkersburg, WV-OH	\$2,464,925

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URBANIZED AREA/STATE	APPORTIONMENT
Weirton-Steubenville, WV-OH-PA	\$1,206,526
Wheeling, WV-OH	\$2,173,415
Wisconsin	\$50,178,547
Beloit, WI-IL	\$2,002,181
Duluth, MN-WI	\$1,840,433
Eau Claire, WI	\$5,654,165
Fond du Lac, WI	\$2,408,469
Janesville, WI	\$3,307,565
Kenosha, WI-IL	\$7,130,707
La Crosse, WI-MN	\$5,733,552
Oshkosh, WI	\$4,438,628
Racine, WI	\$6,964,858
Sheboygan, WI	\$3,264,038
Wausau, WI	\$3,053,414
West Bend, WI	\$4,380,537
Wyoming	\$6,311,567
Casper, WY	\$2,965,326
Cheyenne, WY	\$3,346,241
Total	\$1,770,158,432

¹ The CARES Act provides supplemental funding to the Section 5307 Urbanized Area Formula Grant program through the formulas identified in Section 5336, Section 5337 - State of Good Repair, and Section 5340 Growing States and High Density Formula Factors. These amounts are combined to show a single amount. An area's apportionment amount includes regular Section 5307 funds, Small Transit Intensive Cities funds, Section 5337 State of Good Repair, and Section 5340 Growing States and High Density States formula funds, as appropriate.