

Gil MAR Construction LTD  
9804 Starla CT  
LAREDO TX 78045

ITB - 2022 - 011  
Welch Road  
Culvert Improvement

RECEIVED  
2022 MAR 31 AM 9:30  
Webb County  
Purchasing Department



Name of Company: GILMAR CONSTRUCTION LTD  
Address: 9804 STARLA CT  
City and State: LAREDO TEXAS  
Phone: 956 645-7379  
Email Address: gilmar5493@sbcglobal.net

Signature of Person Authorized to Sign:

  
Signature

SERGIO ALBERTO ARADILLAS  
Print Name

OWNER / MANAGER  
Title

Indicate status as to "Partnership", "Corporation", "Land Owner", etc.

\_\_\_\_\_  
3-31-22  
(Date)

Note:

All submissions relative to this ITB shall become the property of Webb County and are nonreturnable.

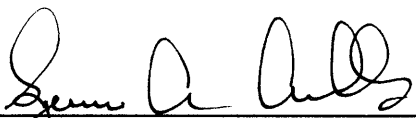
If any further information is required, please call the Webb County Contract Administrator, Juan Guerrero, at (956)523-4125.

***\*Please place this form as your cover page for this ITB package.***

**THIS FORM MUST BE INCLUDED WITH ITB PACKAGE; PLEASE CHECK OFF EACH ITEM INCLUDED WITH RFP PACKAGE AND SIGN BELOW TO CONFIRM SUBMITTAL OF EACH REQUIRED ITEM.**

***ITB 2022-011  
"Welch Road Culvert Improvements"***

- Bid Form Signed & Dated
- Bidder Information Form
- Welch Road Culvert Plans
- Conflict of Interest form (Form CIQ)
- Certification regarding Debarment (Form H2048)
- Certification regarding Federal lobbying (Form 2049)
- Proof of No Delinquent Tax Owed to Webb County
- Purchasing Ethics Affidavit Form
- General Conditions – Webb County

 3-31-22  
\_\_\_\_\_  
Signature of Bidder/Date

March 22, 2022

**ADDENDUM #1**

Ref: **Welch Road Culvert Improvements, ITB 2022-011**

Bidders are advised of the following changes and/or clarifications to the plans and specifications:

**Plans:**

**UPDATE VARIOUS CULVERT, GUARDRAIL, AND BARRICADE STANDARDS**

DELETE/Remove Existing Plan Sheets 12 – 22 and Plan Sheets 25 – 27.

ADD/Replace with Attached TxDOT Standard Detail Sheets

**Pre-Bid Meeting Notes:**

Per Technical Specification Sheet D-1: City of Laredo Technical Specification will apply to this project. TxDOT Technical Specifications will apply where referred by City specification and/or where City Specifications do not exist.

Contractor will be responsible for acquiring a marshalling area for materials storage.

Box Culverts shall be precast meeting TxDOT standards.

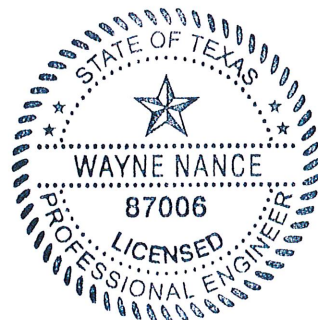
Contractor shall maintain access to residents at all times.

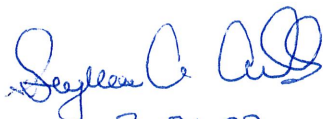
**BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM NO. 1 ON THEIR BID PROPOSAL TO HAVE THEIR BIDS RECOGNIZED.**

A copy of the today's Pre-Bid Conference Attendance Log is attached to this Addendum.

Sincerely,

  
Wayne Nance, P.E.



  
3-31-22

**WEBB COUNTY - WELCH ROAD CULVERT IMPROVEMENTS - BID SCHEDULE**

ITEM NO.	ITEM DESCRIPTION (1)	UNIT	EST. QTY.	UNIT PRICE	TOTAL AMOUNT BID
<b>Schedule of Unit Price Work - BASE BID</b>					
104	Furnish and Install 8" PVC C-900, DR-14, AWWA PR-305 Water Main, Complete in Place at <u>Sixty eight</u> Dollars and <u>Twenty five</u> Cents Per Linear Foot	LF	97	\$ 68.25	\$ 6620.25
116	Furnish and Provide All Incidentals Necessary for Interconnections to Existing (8") Water Main at <u>Eight hundred + twenty five</u> Dollars and <u>NO</u> Cents Per Each	EA	2	\$ 825 <sup>00</sup>	\$ 1650.00
120	Furnish and Install Concrete Encasement at <u>Two hundred + Nineteen</u> Dollars and <u>NO</u> Cents Per Cubic Yard	CY	10	\$ 219 <sup>00</sup>	\$ 2190 <sup>00</sup>
130	Furnish and Install Ductile Iron Compact Mechanical Joint Fittings Complete with Bolts, Glands, Joint Restraints and Polyethylene Wrapping (Restrained) at <u>Nine hundred + forty five</u> Dollars and <u>NO</u> Cents Per Each	EA	4	\$ 945 <sup>00</sup>	\$ 3780.00
310.1	Furnish and Install 10'x5' Reinforced Concrete Box Culvert (Precast Units), Complete in Place at <u>One thousand four hundred + sixty three</u> Dollars and <u>NO</u> Cents Per Linear Foot	LF	164	\$ 1,463 <sup>00</sup>	\$ 239,932 <sup>00</sup>
310.2	Furnish and Install Reinforced Concrete Culvert Wingwalls (PW)(Hw=7'), Complete in Place at <u>Twenty three thousand eight hundred</u> Dollars and <u>NO</u> Cents Per Each	EA	2	\$ 23,800 <sup>00</sup>	\$ 47,600.00

ITEM NO.	ITEM DESCRIPTION (1)	UNIT	EST. QTY.	UNIT PRICE	TOTAL AMOUNT BID
318	Channel Excavation, Embankment, Compact and Disposal at <u>Eighty five</u> Dollars and <u>NO</u> Cents Per Cubic Yard	CY	120	\$ 85 <sup>00</sup>	\$ 10,200 <sup>00</sup>
402.1	Site Clearing and Grubbing with Removal and Disposal at <u>Eleven thousand four hundred</u> Dollars and <u>NO</u> Cents Per Acre	AC	0.5	\$ 11,400 <sup>00</sup>	\$ 5,700 <sup>00</sup>
402.2	Furnish all Equipment, Labor and Incidentals for "Existing Concrete and Pavement Removal", Complete with Demolition, Removal and Proper Disposal at <u>Thirty five thousand</u> Dollars and <u>NO</u> Cents Per Lump Sum	L.S.	1	\$ 35,000 <sup>00</sup>	\$ 35,000 <sup>00</sup>
408	Furnish and Install 5" Thick Reinforced Concrete Riprap Aprons, Complete with Toewalls and Block Dissipators at <u>Seven dollars</u> Dollars and <u>Thirty five</u> Cents Per Square Foot	SF	6000	\$ 7.35	\$ 44,100 <sup>00</sup>
424	Remove and Replace Existing Barb Wire Fence 5-Strand (Type C), Complete at <u>Thirty six</u> Dollars and <u>NO</u> Cents Per Linear Foot	LF	70	\$ 36 <sup>00</sup>	\$ 2520 <sup>00</sup>
502.1	Street Excavation (Unclassified)(Density Control) at <u>Sixty two</u> Dollars and <u>Fifty</u> Cents Per Cubic Yard	CY	120	\$ 62.50	\$ 7,500 <sup>00</sup>
502.2	Street Embankment (Density Control) at <u>Sixty two</u> Dollars and <u>Fifty</u> Cents Per Cubic Yard	CY	120	\$ 62.50	\$ 7,500 <sup>00</sup>

ITEM NO.	ITEM DESCRIPTION (1)	UNIT	EST. QTY.	UNIT PRICE	TOTAL AMOUNT BID
502.3	Street Subgrade Preparation and Compaction at <u>Thirty four</u> Dollars and <u>Twenty</u> Cents Per Square Yard	SY	710	\$ 34.40	\$ 24,424. <sup>00</sup>
510	Furnish & Install Flexible Caliche Base (8" Compact Thick) at <u>Thirty five</u> Dollars and <u>Ninety five</u> Cents Per Square Yard	SY	710	\$ 35.95	\$ 25,524. <sup>50</sup>
516	Furnish & Install Prime Coat (MC-30) at <u>Five</u> Dollars and <u>Thirty</u> Cents Per Square Yard	SY	670	\$ 5.30	\$ 3551. <sup>00</sup>
520	Furnish and Install Hot Mix Asphalt Pavement 1.5" Compacted Thickness (Type D Surface)(PG 64-22) at <u>Twenty</u> Dollars and <u>Thirty five</u> Cents Per Square Yard	SY	670	\$ 20.35	\$ 13,634. <sup>50</sup>
602	Furnish, Install and Maintain Rock Berm (Type 3) at <u>Sixty five</u> Dollars and <u>NO</u> Cents Per Linear Foot	LF	55	\$ 65. <sup>00</sup>	\$ 3575. <sup>00</sup>
708.1	Furnish and Install Metal/Timber Post Guard Rail at <u>Fifty seven</u> Dollars and <u>Twenty</u> Cents Per Linear Foot	LF	400	\$ 57.40	\$ 22,960. <sup>00</sup>
708.2	Furnish and Install Guard Rail Dnstrm Anchor Terminal at <u>One thousand three hundred</u> Dollars and <u>NO</u> Cents Per Each	EA	2	\$ 1,300. <sup>00</sup>	\$ 2,600. <sup>00</sup>

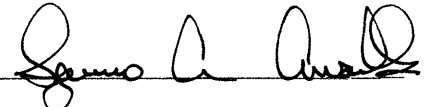
ITEM NO.	ITEM DESCRIPTION (1)	UNIT	EST. QTY.	UNIT PRICE	TOTAL AMOUNT BID
708.3	Furnish and Install Guard Rail Terminal at <u>Two thousand nine hundred + fifty</u> Dollars and <u>NO</u> Cents Per Each	EA	2	\$ 2,950 <sup>00</sup>	\$ 5,900 <sup>00</sup>
712	Furnish, Install & Maintain Barricades and Traffic Control at <u>Twelve thousand four hundred + thirty eight</u> Dollars and <u>Seventy five</u> Cents Per Lump Sum	LS	1	\$ 12,438 <sup>75</sup>	\$ 12,438. <sup>75</sup>
<b>TOTAL BASE BID ITEMS</b>				\$ 528,900. <sup>00</sup>	

TOTAL BASE BID - PRICE IN WORDS: \$ Five hundred & twenty eight thousand nine hundred <sup>no</sup>/<sub>cent</sub>

Notes:

1. In the event of a discrepancy, unit pricing shall govern.
2. The Owner has the right to reject any or all bids, or otherwise award in its best interest.

PROJECT: Welch Road Culvert Improvements

Contractor: Gil MAR CONSTRUCTION LTD Bidder's Signature:   
 Name: SERGIO ALBERTO ARADILLAS Title: OWNER / MANAGER  
 Address: 9804 STARLA CT

LAREDO (City) TEXAS (State) 78045 (Zip Code)

Telephone Number: 956-645-7379 Date: 3-31-22



**INFORMATION FROM BIDDERS  
MUST BE FULLY COMPLETED AND SUBMITTED WITH BID PROPOSAL**

**PROJECT:** "Welch Road Culvert Improvements"

Statement of Qualifications: (Similar **CULVERT & DRAINAGE** Projects Completed by Bidder)

1. Name of Project: PLASMA CENTER Date Completed: 11-31-2021  
Location: \_\_\_\_\_ Owner Name & Phone: DAVID CHRISTIE 337-319-1849  
Value of Contract: \$385,000 Engineer Name & Phone: \_\_\_\_\_
  
2. Name of Project: TEXDOT RAISED MEDIAN Date Completed: 9-31-21  
Location: WEBB COUNTY Owner Name & Phone: RAFAEL GUZMAN 956-712-7700  
Value of Contract: \$360,000 Engineer Name & Phone: \_\_\_\_\_
  
3. Name of Project: TEX MEX PARKING LOT Date Completed: 12-31-20  
Location: \_\_\_\_\_ Owner Name & Phone: WEBB COUNTY  
Value of Contract: \$312,000 Engineer Name & Phone: LUIS P GARCIA 956-5234125
  
4. Name of Project: TEXDOT EAGLE PASS Date Completed: 9-25-20  
Location: EAGLE PASS Owner Name & Phone: JERRY AVILA 956-744-9546  
Value of Contract: \$89,000 Engineer Name & Phone: \_\_\_\_\_
  
5. Name of Project: BORDER PATROL NORTH Date Completed: 4-30-20  
Location: NORTH STATION Owner Name & Phone: JASON WALKER 210-426-0532  
Value of Contract: \$29,900 Engineer Name & Phone: \_\_\_\_\_

*Bidders shall verify all References listed above are current Names and direct Phone No.*

Financial Status: A confidential financial statement will be submitted by the apparent successful low Bidder if the Owner deems it necessary.

**NOTE: Failure to provide the requested information shall be cause for bid rejection. "TO BE SUBMITTED UPON REQUEST", etc. is NOT an acceptable answer.**

AFFIDAVIT

PROJECT: "Welch Road Culvert Improvements"

Form of Non-Collusive Affidavit

STATE OF TEXAS {}  
COUNTY OF WEBB {}

SERGIO A ARADILLAS  
being first duly sworn, deposes and says

That he is OWNER GilMAR CONSTRUCTION LTD  
(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 Webb County or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

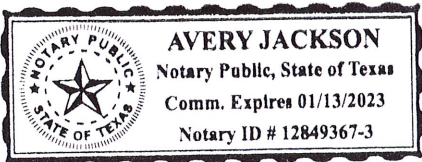
Sergio A Aradillas  
Signature of

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 30<sup>th</sup> day of March, 2022.

Avery Jackson  
Notary Public

My Commission expires 1/13/2023



**WEBB COUNTY PURCHASING DEPT.  
QUALIFIED PARTICIPATING VENDOR CODE OF ETHICS  
AFFIDAVIT FORM**

STATE OF TEXAS \*

KNOW ALL MEN BY THESE PRESENTS:


COUNTY OF WEBB \*

BEFORE ME the undersigned Notary Public, appeared SERGIO ALBERTO ARACILAS, the herein-named "Affiant", who is a resident of WEBB County, State of TEXAS, and upon his/her respective oath, either individually and/or behalf of their respective company/entity, do hereby state that I have personal knowledge of the following facts, statements, matters, and/or other matters set forth herein are true and correct to the best of my knowledge.

*I personally, and/or in my respective authority/capacity on behalf of my company/entity do hereby confirm that I have reviewed and agree to fully comply with all the terms, duties, ethical policy obligations and/or conditions as required to be a qualified participating vendor with Webb County, Texas as set forth in the Webb County Purchasing Code of Ethics Policy posted at the following address: <http://www.webbcountytexas.gov/PurchasingAgent/PurchasingEthicsPolicy.pdf>*

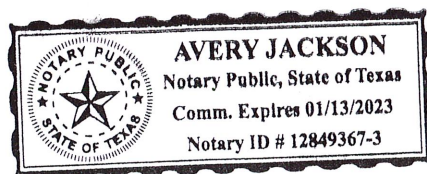
*I personally, and/or in my respective authority/capacity on behalf of my company/entity do hereby further acknowledge, agree and understand that as a participating vendor with Webb County, Texas on any active solicitation/proposal/qualification that I and/or my company/entity failure to comply with the Code of Ethics policy may result in my and/or my company/entity disqualification, debarment or make void my contract awarded to me, my company/entity by Webb County. I agree to communicate with the Purchasing Agent or his designees should I have questions or concerns regarding this policy to ensure full compliance by contacting the Webb County Purchasing Dept. via telephone at (956) 523-4125 or e-mail to the Webb County Purchasing Agent to [joel@webbcountytexas.gov](mailto:joel@webbcountytexas.gov).*

Executed and dated this 30 day of MARCH, 2022

  
Signature of Affiant

GILMAR CONSTRUCTION LTD  
Printed Name of Affiant/Company/Entity

SWORN to and subscribed before me, this 30<sup>th</sup> day of March, 2022



Avery Jackson  
NOTARY PUBLIC, STATE OF TEXAS  
County of Webb



PROOF OF NO DELINQUENT TAXES OWED TO WEBB COUNTY

Name WEBB County owes no delinquent property taxes to Webb County.

GILMAR CONSTRUCTION LTD owes no property taxes as a business in Webb County.  
(Business Name)

SERGIO ALBERTO ARADILLAS owes no property taxes as a resident of Webb County.  
(Business Owner)

\_\_\_\_\_  
Person who can attest to the above information

**\* SIGNED NOTORIZED DOCUMENT AND PROOF OF NO DELINQUENT TAXES TO WEBB COUNTY.**

The State of Texas  
County of Webb

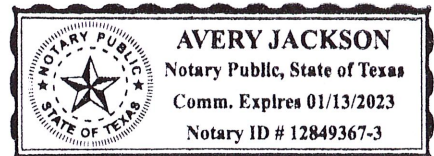
Before me, a Notary Public, on this day personally appeared Sergio Alberto Aradillas, know to me (or proved to me on the oath of \_\_\_\_\_) to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this 30<sup>th</sup> day of March 2022.

Notary Public, State of Texas  
County of Webb

Avery Jackson  
Avery Jackson  
(Print name of Notary Public here)

My commission expires the 13 day of January 2023.





**CERTIFICATION REGARDING FEDERAL LOBBYING**  
**(Certification for Contracts, Grants, Loans, and Cooperative Agreements)**

**PART A. PREAMBLE**

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances.

**PART B. CERTIFICATION**

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact the Texas Department of Agriculture to obtain a copy of Standard Form-LLL.)

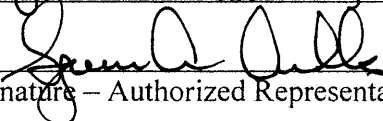
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction?

- Yes  
 No

Name of Contractor/Potential Contractor	Vendor ID No. or Social Security No.	Program No.
GILMAR CONSTRUCTION LTD		

Name of Authorized Representative	Title
SEBASTIAN ALBERTO ARADILLA S	OWNER / MANAGER

  
Signature – Authorized Representative

3-31-22  
Date

**CERTIFICATION**  
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY  
EXCLUSION FOR COVERED CONTRACTS

**PART A.**

Federal Executive Orders 12549 and 12689 require the Texas Department of Agriculture (TDA) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the TDA may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the TDA, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract?

Yes

No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the TDA may pursue available remedies, including suspension and/or debarment.

**PART B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Indicate in the appropriate box which statement applies to the covered potential contractor:

- The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.
- The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Contractor	Vendor ID No. or Social Security No.	Program No.
GILMAR CONSTRUCTION LTD		

Sergio A. Aradillas  
Signature of Authorized Representative

3-31-22  
Date

SERGIO ALBERTO ARADILLAS OWNER/MANAGER  
Printed/Typed Name and Title of Authorized Representative



**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

N/A

2  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

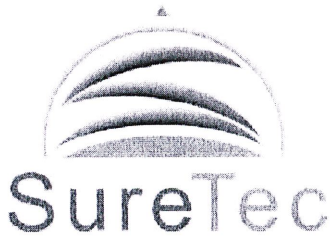
Yes

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7  
Signature of vendor doing business with the governmental entity \_\_\_\_\_ Date \_\_\_\_\_



**BID BOND**

**KNOW ALL MEN BY THESE PRESENTS, that we** Gilmar Construction, Ltd. as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, 1330 Post Oak Boulevard, Suite 1100, Houston, Tx 77056, as surety, hereinafter called the "Surety," are held and firmly bound unto Webb County Purchasing Department as obligee, hereinafter called the Obligee, in the sum of Five Percent of the Greatest Amount Bid Percent (**5% GAB**) of the Amount Bid by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the principal has submitted a bid for ITB 2022-011, Welch Road Culvert Improvements, Webb County, TX.

**NOW, THEREFORE**, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

**PROVIDED, HOWEVER**, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 31st day of March, 2022.

Gilmar Construction, Ltd.  
(Principal)

BY: [Signature]

TITLE: OWNER / MANAGER

**SureTec Insurance Company**

BY: [Signature]

Sandra Lee Roney, Attorney-in-Fact

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents**, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

John William Newby, Troy Russell Key, Sandra Lee Roney, Debra Lee Moon, Andrea Rose Crawford,  
Joshua D. Tritt, Cheri Lynn Irby, Suzanne Elizabeth Niedzwiedz

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)*

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 9th day of November A.D. 2020 .

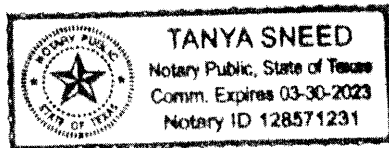
SURETEC INSURANCE COMPANY

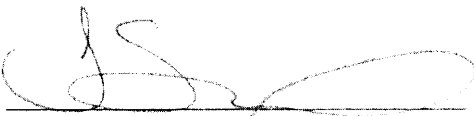
By:   
Michael C. Keimig, President



State of Texas                    ss:  
County of Harris

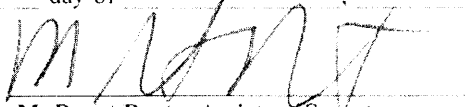
On this 9th day of November A.D. 2020 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



  
Tanya Sneed, Notary Public  
My commission expires March 30, 2023

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 31st day of March 2022, A.D.

  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 4221756  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.



# SureTec Insurance Company

## **IMPORTANT NOTICE** **Statutory Complaint Notice/Filing of Claims**

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company  
9737 Great Hills Trail, Suite 320  
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104  
Austin, TX 78714-9104  
Fax#: 512-490-1007  
Web: <http://www.tdi.texas.gov>  
Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**PREMIUM OR CLAIMS DISPUTES:** Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

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